

**REGULAR MEETING
DESTIN CITY COUNCIL
AUGUST 3, 2020
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 July 20, 2020 Regular City Council Meeting

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

A. Presentation: Drones- Mr. Mike Wilson, FAA Safety Team (FAASTeam)

B. Certificate of Achievement - David Bazylak, Code Compliance Officer

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

A. Leonard Destin Park ownership transfer

B. Termination of Utility and Solid Waste/Garbage Disposal Services to the City's transient boat slips at Royal Melvin Heritage Park

C. Request for Direction Relating to Norriego Point Embayments

D. Approve the use of Morgan Sports Center Parking Lot for a COVID-19 Drive Thru Testing Site. (Administered by the Okaloosa County Health Department and EMS)

E. Complaint Policy Status & Updates

F. Purchase and Sell Agreements for Three Beach Parcels

G. Library Technology Improvements

H. Announcements

1.) COVID-19 Measures

5. PUBLIC HEARINGS

6. *CONSENT AGENDA (No public comments)

- A. FEMA DR-4486 Funding Agreement No. Z1782
- B. Extensions 15 and 16 to the Amended COVID-19 Declaration of State of Emergency
- C. Miscellaneous Pest Control Services, authorization to renew contract
- D. Miscellaneous Asphalt Services Contract, authorization to renew contract
- E. Miscellaneous Generator Maintenance Services, authorization to renew contract
- F. Resolution 20-14 Financial Institution Signature Authority

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

- A. Councilmember Braden
- B. Councilmember Ramswell
 - 1) 2013 Dredge Report
- C. Councilmember Menchel
- D. Councilmember Overdier
- E. Councilmember Marler
- F. Councilmember Destin
- G. Councilmember Morgan
 - 1) City Council Meetings - Starting time
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney
 - 1) Memorandum of Law relating to Section 3.09 of the City Charter

8. PUBLIC COMMENTS

ADJOURNMENT

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

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
REGULAR MEETING
DESTIN CITY COUNCIL
JULY 20, 2020
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

The Council of the City of Destin met in regular session with the following members and staff present:

Destin City Council

Mayor Gary Jarvis	Councilmember Rodney Braden (Virtual)
Councilmember Parker Destin	Councilmember Skip Overdier (Virtual)
Councilmember Cyron Marler	Councilmember Steven Menchel (Virtual)
Councilmember Chatham Morgan	Councilmember Prebble Ramswell (Virtual)

Destin City Staff

City Manager Lance Johnson	City Clerk Rey Bailey
Public Info Manager Catherine Card (Virtual)	Grants/Project Mgr Jeffrey Cozadd (Virtual)
HR Manager Karen Jankowski (Virtual)	Deputy City Manager Webb Warren
Comm. Dev. Director Louis Zunguze (Virtual)	Public Services Director Michael Burgess
Finance Director Krystal Strickland (Virtual)	IT Technician James Lauria
Parks/Recreation Director Lisa Firth	City Attorney Kyle Bauman
City Land Use Attorney Kimberly Kopp (Virtual)	

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM. Pastor Logan Landes of Grace Lutheran Church provided the invocation, which was followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember Ramswell requested to add “Norriego Point Survey” under her portion on the agenda as item 7B(1).

Councilmember Destin asked that a presentation from Mr. John McGee be added as the first item under the CITY MANAGER REPORT section of the agenda.

Motion by Councilmember Destin, seconded by Councilmember Marler, to approve the agenda, as amended, passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

1. APPROVAL OF MINUTES

A. Approval of minutes of July 6, 2020 Regular City Council Meeting

Councilmember Destin moved to approve minutes of July 6, 2020 Regular City Council Meeting; seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

B. Approval of minutes of June 29, 2020 City Council Budget Workshop

Motion by Councilmember Marler, seconded by Councilmember Destin, to approve minutes of June 29, 2020 City Council Budget Workshop passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

C. Approval of minutes of May 18, 2020 Regular City Council Meeting

Motion by Councilmember Marler, seconded by Councilmember Destin, to approve minutes of May 18, 2020 Regular City Council Meeting passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. Gateway Samples Mr. Ric Zampatti, CEO, The Barter Company

Mr. Ric Zampatti and Mr. Bob Postiglione provided some samples and discussed the benefits of a Gateway Sign.

Mr. Ric Zampatti

- 15 years’ experience in the outdoor sign industry
- Part-time resident of Destin and instrument rated pilot who frequently flies into Destin Executive (KDTS)
- Aspires to be a future Destin Warbird

Mr. Bob Postiglione

- 42 years’ experience in the outdoor sign industry
- Served many terms as a board member of Outdoor Advertising Association of Georgia

The Benefits of a Gateway Sign

- Conveys the community’s image – a high-quality place to live.
 - ❖ “Branding is the most important part of any product.”
- Increases property value – it elevates the “perceived value” of the lots and homes
- It helps the community stand out from others
- Help promote upcoming city events
- Broadcast emergency notices (i.e., hurricane evacuation warnings, etc.)
- City picks own Gateway design

- City can promote events, highlight city personnel achievements, and worthy news info
 - ❖ Example – Police chief retiring, etc.
- City receives 10% of Net Revenue Monthly of Sponsors
- City has final approval on sponsored content
- City own the sign once costs recouped
- They will fund and manage the program. No cost to the City
- They will obtain sponsorships that would help pay for the Gateway sign
- City receives 2 segments per side for city use
 - ❖ Additional segments when available
- City has total control of sponsors/advertisers
- City has total control of design
- Basically, a public-private partnership

Councilmember Marler stated that he likes the idea of the monuments at the Walton-Okaloosa Countyline, especially the one with the weather alert on it, and possibly placing a similar sign somewhere along US Hwy 98 as they come across the Destin Bridge.

Councilmember Ramswell supports the idea, stating that in addition to the weather alert, they could also provide information on the surf conditions (Red Flag/Yellow Flag).

Councilmember Destin noted that the Mid-Bay Bridge Authority extends all the way to US Hwy 98 and that the Authority has plans for some of those areas. If this Council wants to pursue a sign in those areas, they will need to discuss it with the Authority. He added that the Authority is also in the data collecting and feasibility stages of wayfinding signage project.

Councilmember Menchel suggests they also place a sign such as, “Thanks for visiting, come back soon” on the opposite side coming across the Mid-Bay Bridge. He also stated that since the City manufactures its own blue “Adopt-a-Street” signs, he has suggested to the City Manager about manufacturing similar signs and coordinating with the Mid-Bay Bridge Authority about installing those signs on the bridge on a temporary basis to let people know they are entering the City of Destin.

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA

4. CITY MANAGER REPORTS

A (1) Mr. John McGee – Board Chairman, First City Bank

Mr. John McGee, Shalimar resident and Chairman of the Board of First City Bank informed the Council he owns property at 363 Harbor Blvd, and that First City Bank owns the land. It is about 1.7 acres in size and is located across the street from the Destin Yacht Club. He stated that he is bringing this information to the City’s attention because the City is interested in providing more parking in the harbor area. .

Councilmember Destin moved to instruct the Land Use Attorney to conduct some due diligence on the property at 363 Harbor Blvd and bring back some proposals for

appraisal. Councilmember Overdier provided a second to the motion, which passes 7-0. (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

(2) Financial Advisor

Finance Director Krystal Strickland informed the Council the City of Destin has prioritized several important and expensive projects including the public beach initiative, the cross-town connector, and undergrounding. Decisions will need to be made regarding the financing options for these major projects; and that a key player who assists a city determine the optimal financing solutions is the financial advisor. The City of Destin does not currently retain a financial advisor. Ford & Associates offers financial advisor assistance to cities such as Destin. They have worked on many projects with the City’s bond counsel, Mr. Duane Draper of Bryant, Miller & Olive. Ms. Strickland introduced Mr. Jonathan Ford of Ford & Associates who then gave a short synopsis of their experience and how they could be of assistance to the City.

Councilmember Overdier moved to allow the City Manager to engage Ford & Associates at an amount not to exceed \$10,000 per year plus reasonable expenses and to exempt this procurement from competitive bid requirements in accordance with Section K of the City’s Purchasing Manual; seconded by Councilmember Destin. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

B. Compass (Energov) Project Update and Support Request

Deputy City Manager Webb Warren stated that the Compass project has a target date of January 2020 as a project go-live date; however, the City’s workforce has been significantly impacted by the pandemic and staff has been forced to telecommute, reduce work hours and cope with other COVID-19 related absences. Due to these staff shortages and increasing complications, the Compass project is now in jeopardy of being delayed well into 2021. Staff requested that Tyler Technology (ENERGOV/COMPASS) provide a quote for additional Tyler configuration and project management resources for the City to keep the project moving as quickly as possible. They have quoted a total of \$24,320 to assist with configuration needs. This amount will be submitted for CARES Act reimbursement.

Motion by Councilmember Ramswell, seconded by Councilmember Braden, to accept the recommended internal budget transfers within the IT Department to cover the amount necessary for additional consulting services to move the COMPASS / ENERGOV project forward as quickly as possible in an amount not to exceed \$24,320 passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

C. Establish the FY2020 Tentative Millage Rate and Budget Public Hearing Dates

Ms. Strickland noted that staff is in the process of formulating the proposed budget for FY 2021. The proposed budget is being developed based upon retaining a millage rate of 1.6150 mills, with a 4.25% increase in taxes to the citizens of Destin. The tentative millage rate once set

cannot be increased without the additional expense of a formal notification to each City taxpayer. She requests Council sets the FY 2021 tentative millage rate for ad valorem at 1.6150 mills which is more than the rollback rate of 1.5491 and confirm the date and times of the public hearings for the budget.

Councilmember Overdier moved to set the tentative millage rate for ad valorem taxes at 1.6150 mills, which is more than the roll-back rate of 1.5491 mills and confirm the date and times of the public hearings for the FY 2021 Budget on September 8th and September 21st, 2020 at 6:00 PM. Councilmember Ramswell provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

D. Restriping of Calhoun Ave and Sibert Ave, authorization to issue task order

Public Services Director Michael Burgess noted that the traffic striping on Calhoun Avenue and Sibert Avenue is faded, and many pavement markings are worn and/or chipped. He asked for Council’s authorization to have them redone.

Councilmember Braden asked if a pothole on Calhoun Avenue near the ballpark would be fixed prior to restriping that road.

According to Mr. Burgess, the depression will be taken care of as part of the Northwest Florida Wildlife Foundation Drainage Improvement Project the City’s Bid Committee will meet on imminently.

Councilmember Marler moved to authorize the City Manager to execute a task order to Emerald Coast Striping to install new roadway markings on Calhoun Avenue and Sibert Avenue in an amount not to exceed \$60,396.00; seconded by Councilmember Braden. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

E. Installation of Indoor Air Quality Units at 4 City facilities, authorization for the City Manager to execute a task order

The City Manager requested Council’s authorization to install air quality units at 4 City facilities. He stated that the installation of these devices will contribute to improved air quality not only in the of the recent pandemic but will also serve as a long-term solution for other airborne pathogens.

Motion by Councilmember Menchel, seconded by Councilmember Ramswell, to authorize the City Manager to execute a tasks order with D&D Air Conditioning, Heating & Electrical Services to install Indoor Air Quality Units at four City facilities in an amount not to exceed \$18,140.40 passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

F. Direction on Future COVID-19 Measures

The City Manager noted that the City has received many requests from the public to consider implementing various preventive measures related to the Corona virus. He asked if Council would like staff to bring back any related recommendations for consideration at a future meeting.

Councilmember Overdier offered a motion to send a letter of support, signed by the Mayor, to the Okaloosa Board of County Commissioners to their effort in creating a County-wide face mask policy; seconded by Councilmember Marler.

Councilmember Ramswell remarked they need to see what the County is doing first to make sure the City is not in contradiction to the County's action since there are many unincorporated areas in Destin.

Councilmember Menchel noted he has discussed this issue with Dr. Simkin who is the Chair of the County's COVID-19 Task Force. The Task Force has unanimously voted to ask the County Commissioners to mandate a mask for the County.

According to Councilmember Overdier, this topic is not on the County Commission agenda for their meeting tomorrow, however some of the Commissioners told him they would bring it up for discussion. He also learned there is a draft policy already written that basically covers the entire Okaloosa County; and that the County attorney has already opined the proposed action is legal. He added there is a portion in the draft policy allowing a certain municipality to opt out if they do not agree with the policy.

Councilmember Marler commented that masks may help them health-wise but may create identity problems for people going into public stores and other facilities.

Councilmember Morgan expressed concern the Governor's failure to mandate this issue will lead to dozens of counties and municipalities in the State with different directives; and that enforcement would be impossible.

Councilmember Braden noted that everyone with a concealed weapons permit cannot wear a mask if they are carrying a weapon; adding it is interesting to see how the County will handle this issue.

Councilmember Menchel commented they simply cannot support a policy that they have not seen.

Councilmember Overdier offered a substitute motion to send a letter, signed by the Mayor, to the Okaloosa Board of County Commissioners encouraging them to develop a face mask policy, at which point the City would decide whether to adopt the policy; seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

Councilmember Menchel asked if the City should call for a special meeting once the County has adopted a facemask policy.

The City Attorney stated it would be premature to schedule a special meeting now since the County does not have an ordinance on the agenda for their meeting tomorrow to implement a facemask policy. He suggests scheduling a special meeting once the County has implemented a policy.

G. Announcements:

- 1) Several inquiries received regarding US Hwy 98 widening project.

Mr. Burgess noted there are about 370 days left on the contract. The FDOT did not put in a performance incentive in the original contract but they are now considering doing so and providing financial incentive for an earlier completion of the project possibly as early as spring 2021. In addition, the section between Airport Road and Matthew Blvd is not ready for friction coat (topcoat). Also, FDOT has some conflicting striping regimes out there that they just cannot open the road for traffic at this time. The plan is to have the friction coat and the restriping in the fall this year when traffic is reduced.

Councilmember Menchel suggests the City's Public Information Officer puts out a press release to inform the public regarding this issue.

- 2) A workshop to discuss DFCD potential use of a portion of Clement Taylor Park is currently scheduled for Monday July 27th. With the current COVID19 trends is this still ok with the Council or would you like to postpone?

Councilmember Destin suggests postponing the workshop, given the current situation regarding COVID-19, until the time they can accommodate as many participants as safely as possible.

Councilmember Menchel asked staff to tape off the footprint of the proposed firehouse location at Clement Taylor Park and advertise it prior to the workshop so that people can physically go out to the park location and see it to help avoid misinformation.

Councilmember Braden recommends marking off all spaces in the park the fire department will occupy, to include parking areas, landscaping, driveways, and so forth.

Councilmember Marler recommends staff contacts the fire department and requests some assistance in mapping out the areas in question.

Councilmember Destin moved to postpone the workshop on Clement Taylor Park and instruct the City Manager to bring back potential workshop dates in late August at the next Council meeting. Councilmember Marler provided a second to the motion. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

- 3) The City is operating on skeleton crews at City Hall and the City Hall Annex. The public is being encouraged to utilize the City's online services and to be patient as they try to keep up with priority services.

5. PUBLIC HEARINGS

A. Second reading of Ordinance 20-21-CN - Amending Article VII "General Provisions" of the City Charter to create a new section prohibiting the vacation of waterfront rights-of-way; providing for a referendum on the charter amendment; providing for a ballot question; providing for a vote at the November 3, 2020 General Election on whether to prohibit the vacation of waterfront rights-of-way in the City of Destin

The City Attorney read Ordinance 20-21-CN by title, and then presented it to the City Council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE VII "GENERAL PROVISIONS" OF THE CITY CHARTER TO CREATE A NEW SECTION PROHIBITING THE VACATION OF WATERFRONT RIGHT-OF-WAY; PROVIDING FOR A REFERENDUM ON THE CHARTER AMENDMENT; PROVIDING FOR A BALLOT QUESTION; PROVIDING FOR A VOTE AT THE NOVEMBER 3, 2020 GENERAL ELECTION ON WHETHER TO PROHIBIT THE VACATION OF WATERFRONT RIGHT-OF-WAY IN THE CITY OF DESTIN; PROVIDING FOR COORDINATION WITH THE SUPERVISOR OF ELECTIONS; PROVIDING FOR CONFLICTS; SERVERABILITY; AND AN EFFECTIVE DATE.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance.

Ms. Joanne Bouchillon, a Destin resident, stated that based on the 250-signature petition they had with the partial vacation of the Harbor Lane right-of-way, though they kept it within their own community and they did not take it out to the whole City, they could rest assure there are a lot more people that would be supportive of this ordinance. She also wanted to make sure the referendum language for this provision will make it to the November ballot.

The City Attorney read the following ballot language that will be included in the November 2020 election:

"SHALL THE CITY OF DESTIN'S CHARTER BE AMENDED TO PROHIBIT THE CITY FROM ABANDONING, GIVING UP, OR VACATING, ANY PUBLIC RIGHTS-OF-WAYS OR PORTIONS THEREOF THAT SHARE ANY BOUNDARY WITH A WATER BODY? "

Ms. Teresa Herbert, a Destin resident, stated she is very much in favor of this ordinance and urged the citizens to go out and vote in November to make sure this provision becomes part of the charter.

Ms. Becky Pritchard, a Destin resident, echoed sentiment made by the first speaker relating to the referendum language.

Having no further comments from the public, the Mayor closed the public hearing and turned the matter over to the City Council for their discussion and consideration.

Motion by Councilmember Marler, seconded by Councilmember Destin, to adopt Ordinance 20-21-CN on second reading passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

B. Second reading of Ordinance 20-22-CN – Amending Article VII "General Provisions" of the City Charter to create a new section entitled "Building Height Limit"; providing for a referendum on the charter amendment, providing for a ballot question, providing for a vote at the November 3, 2020 General Election on whether to include in the City Charter the City's maximum building height limit of six stories and require any application seeking to exceed that limit to obtain approval at a referendum election of at least sixty percent of the voters

The City Attorney read Ordinance 20-22-CN by title, and then presented it to the City Council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE VII “GENERAL PROVISIONS” OF THE CITY CHARTER TO CREATE A NEW SECTION ENTITLED “BUILDING HEIGHT LIMIT”; PROVIDING FOR A REFERENDUM ON THE CHARTER AMENDMENT; PROVIDING FOR A BALLOT QUESTION; PROVIDING FOR A VOTE AT THE NOVEMBER 3, 2020 GENERAL ELECTION ON WHETHER TO INCLUDE IN THE CITY CHARTER THE CITY’S MAXIMUM BUILDING HEIGHT LIMIT OF SIX STORIES AND REQUIRE ANY APPLICATION SEEKING TO EXCEED THAT LIMIT TO OBTAIN APPROVAL AT A REFERENDUM ELECTION OF AT LEAST SIXTY PERCENT OF THE VOTERS; PROVIDING FOR COORDINATION WITH THE SUPERVISOR OF ELECTIONS; PROVIDING FOR CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

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

Motion by Councilmember Ramswell, seconded by Councilmember Marler, to adopt Ordinance 20-22-CN on second reading passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

C. Second reading of Ordinance 20-23-LC – Amending Article 8 of the Land Development Code; prohibiting the vacation of waterfront rights-of-way.

The City Attorney read Ordinance 20-23-LC by title, and then presented it to the City Council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE 8 OF THE LAND DEVELOPMENT CODE; PROHIBITING THE VACATION OF WATERFRONT RIGHTS-OF-WAY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Councilmember Menchel moved to adopt Ordinance 20-23-LC on second reading; seconded by Councilmember Overdier.

Councilmember Ramswell noted they are incorporating this language related to prohibiting the vacation of waterfront rights-of-way into the Land Development Code. She asked why they are not doing the same thing with Ordinance 20-22-CN regarding the height limit.

According to Councilmember Destin, there is probably no need for it since according to the Land Development Code, the height limit is set at 6 stories.

The Land Use Attorney explained that the height limit is set at 6 stories in the Comprehensive Plan, and that the Land Development Code is required to be consistent with the Comprehensive Plan.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

6. *CONSENT AGENDA

- A. Health Plan & Ancillary Benefits Renewal
- B. Property & Casualty Insurance Renewals FY21
- C. Extensions 13 and 14 to the COVID 19 Amended Declaration of State of Emergency
- D. Milling, Resurfacing and Restriping of Holly Street, Melvin Street, Winton Court, a portion of Indian Bayou Trail and Twin Lakes Lane
- E. Disaster Recovery Services (Crowder-Gulf), authorization to renew contract
- F. Disaster Recovery Services (TFR, Inc.), authorization to renew contract
- G. Quarterly Reports from Raymond James and Benjamin Edwards
- H. Proposed Bert Harris Settlement Agreement for 100 Sandprint Circle
- I. Proposed Bert Harris Settlement Agreement for 104 Sandprint Circle

Councilmember Ramswell requested that Consent Agenda items 6E and 6F be pulled for discussion.

Councilmember Overdier moved for approval of Consent Agenda items 6A thru 6D, and 6G thru 6I, as printed above, passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

In reference to Consent Agenda items 6E and 6F, Councilmember Ramswell asked why the City has two disaster recovery services contracts.

Mr. Burgess explained they learned from past experiences that resiliency and redundancy are tenets of emergency management; and that given the situation that happened during Hurricane Irma in South Florida, some recovery agencies were lured away from one community or another by the promise of incentivize contracts. Having two continuing services providers in this area would only serve the community. One is located close to Mobile, Alabama, and the second is at Leyland, Texas. And thinking that a tropical storm probably would not affect both of those communities, that the City of Destin would have the benefit of getting one or the other, or both depending on the size and nature of the storm. He added it is not a matter of cost but the sheer availability and timeliness in being able to respond to an emergency.

Motion by Councilmember Ramswell, seconded by Councilmember Marler, to approve Consent Agenda items 6E and 6F passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

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

A. Councilmember Braden

B. Councilmember Ramswell

Councilmember Ramswell pointed out that when the newspapers print the results of COVID-19 testing, Destin is listed under both Walton County and Okaloosa County, and with different data. She has reached out to different people including Mr. Patrick Maddox of Okaloosa County Emergency Management to get information, but nobody seems to have the answer.

(1) Norriego Point Survey

Councilmember Ramswell announced this is a walk-on item staff has requested to be added to the agenda.

The City Manager explained that during a conversation among staff members this week, a question came up whether the survey boundary line included the harbor side of Norriego Point. They checked the survey for which they have contracted and determined it only included the East Pass side of Norriego Point. They requested an additional work order to include the harbor side of Norriego Point, and that the cost for that additional work is now before the Council for approval.

According to Mr. Burgess, the original scope of work was to survey the southern side and did not consider the harbor side of Norriego Point. The survey crew has already completed the work on the southern side, and that the fee of \$3,320 is to finish surveying the harbor side.

Councilmember Ramswell would like to include the property located east of the City right-of-way and east of the Point Mezzanine property, which is also on the harbor side of the Point, as part of the survey using the deeds that are currently in place. She continued it is about a 600' by 30' area which is currently un-platted and un-deeded City/public property, and which has accreted through natural accretion. This matter was recently brought to their attention by a

citizen and needed to be clarified. She added that it was disconcerting to her that the map of the property from the Property Appraisal on July 6th was different from when she first looked at it on May 13th. The boundary lines seemed to have changed at some point between May 13th and July 6th. They went from having a significant chunk of public property to none at all.

The City Manager noted that the additional survey currently being discussed was not a part of the quoted price of \$3,320 to perform the additional survey on the harbor side, and so there would most likely be an additional charge if the Council chooses to proceed with that work.

Councilmember Ramswell moved to increase the area of the survey using the existing Quit Claim Deed from 2006 and a Special Warrantee Deed from 2016; and for the Council to approve any additional costs above the initial survey fee of \$3,320; seconded by Councilmember Menchel.

The Mayor asked what the motivation was behind this survey.

According to Councilmember Ramswell, the motivation clearly was the City/public are the deeded owners of Norriego Point, and that they need to have the ability to control and manage the riparian and upland areas adjacent to the property that they own.

The Mayor asked if this request was an attempt to get around the agreement the City signed with FDEP, strictly for the properties themselves.

Councilmember Ramswell replied this is strictly for the Norriego Point property that they own so they could properly control and manage the water surrounding it.

The Mayor inquired as to the rationale for applying for a submerged land lease, and whether it was to be able to control the entire project including the embayment which is an issue of contention with FDEP.

Councilmember Ramswell replied it was for the entire piece of property that the City was deeded and owned.

The Mayor pointed out that the FDEP have total jurisdiction on who they can approve or disapprove for such request.

At this time, a Point of Order was raised by Councilmember Menchel; stating there is a motion on the floor that is being discussed and that he does not understand the Mayor's line of questioning or his interrogation of Councilmember Ramswell.

The Mayor replied it was not an interrogation but merely part of the conversation and comments, and that he was asking legitimate questions relating to the motion. He added he wanted to know why they need to spend more of taxpayers' money and whether their intent was to circumvent the desire of an entity that has control over this project.

At this point, Councilmember Ramswell raised a Point of Order, stating this is absolutely not the intent and that the Mayor is bringing matters that has absolutely no bearing on the situation.

The Mayor read the following written statement for the record:

“So, if the last two questions are true or have potential to be true, then the \$10,000 survey is tax payer waste, we injure our present and future relationship with an extremely important state partner who has control of the purse strings that benefit our citizens and City itself. So, I call to question is that an appearance of good governance just at face value? Is it good policy to risk that due to the whims of a council member or members who have not explained how these actions actually benefit our citizens or City long or short term? There are multiple surveys done and on records of this said property so why are we spending \$10,000 of taxpayers’ money for such, in my opinion, an unreasonable request? I wish I would have asked these questions at the last Council meeting and I am surprised no other Council member did either. I am looking forward for a response to these questions and during this time of duress on staffing and your daily challenges. I apologize for even burdening you with this request. But the times demand some answers as soon as possible so I can assimilate facts from fiction and be accurate in my comments next week.”

Councilmember Ramswell called for another Point of Order, stating she would like the record to reflect that the Mayor has shown a clear bias with this project based on text messages accessible to everyone. She also stated that she absolutely opposed of the Mayor being able to speak on this issue.

Councilmember Marler noted that sometime after Hurricane Opal, the areas in question, including the Pointe Mezzanine property, did not exist. Hurricane George took the entire section, probably including some of the Norriego Point sections that area being discussed tonight. He stated he has no problem with the motion if the intent is to find the true boundary lines between the Point Mezzanine property, Norriego Point and the City’s public parking lot; and that they do not damage their relationship with FDEP.

Councilmember Menchel suggests allowing the Land Use Attorney to review the application, which he believes clearly identifies the purpose.

Councilmember Ramswell explained that her original request was for the City to be able to survey all the way around Norriego Point so they could determine the property the City owns and the true boundary lines to enable them to properly manage, control, or repair anything related with the property deeded to the City. She continued there is an additional piece of property that is un-plotted and un-deeded that needs to be investigated, which could be an additional 600 feet of harbor front property the City desperately needs.

Councilmember Marler suggests delaying the motion to approve the additional survey fee until the next meeting since there is no information currently before them regarding the property in question.

Councilmember Ramswell stated she would prefer all the survey work to be done at the same time rather than separately which could cost more money.

The Mayor reiterated that if the purpose of the survey is to apply for the submerged land lease so the City could gain control of the embayment to do what they want, there is no way FDEP will issue the submerged land lease to the City because they have already made a memorandum of understanding with the City that those embayment will be used for swimming and boating. He added that Councilmember Destin, the City Attorney and staff had already made a compromise to that agreement which allowed one embayment to be used for both, and the other 4 strictly for swimming.

Councilmember Ramswell remarked that the Mayor is not a voting member of this Council; and that the Council voted 7-0 to survey Norriego Point, and nothing has changed since then.

The Mayor argues that he is also an elected official and is authorized to vote on an issue in case of a tie vote from the Council; adding that as an elected official, he is authorized to question if what they are doing in this case is the proper way to do it.

Councilmember Morgan asked if applying for the submerged land lease if something this Council would have to approve.

According to the Land Use Attorney, the Council had already voted to approve the application for the submerged land lease when they approved the \$10,000 survey because the survey is part of the application. At this point, staff is only asking for authorization from Council to increase the area covered by the survey, which is the harbor side of Norriego Point including the Pointe Mezzanine property.

Councilmember Ramswell reiterated that her original request was to survey the entire Norriego Point – East Pass side and harbor side – which is the entire 1,600 feet of this parcel. Tonight, she brought up the fact there is about 600’ by 30’ area located east of Point Mezzanine which is currently un-platted and un-deeded and needs to be surveyed to determine the rightful owner of that property.

Mr. Burgess explained that the existing work order was to survey the southern part of Norriego Point; and that the follow up survey will cover the northern side all the way around to the City’s property line.

Councilmember Marler offered a substitute motion to postpone the voting on this matter to the next meeting so they could obtain more clarification to this issue. Motion dies for lack of a second.

The Mayor called for a vote on the original motion, which passes 6-1 (Council members Morgan, Destin, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Marler voted “no”).

C. Councilmember Menchel

1) City of Destin Complaint Process/Protocol/Standard Operating Procedures

Councilmember Menchel noted that during his discussion of this issue with the City Manager, they both concluded that the City's current procedure is quite deficient and does not address how to handle a complaint received from a citizen, and how to investigate that complaint. He stated that he reached out to Okaloosa County School Superintendent Marcus Chambers regarding this issue. They have recently updated their policy and Superintendent Chambers had given his permission to have the City's attorney and staff to work with them to update and modify the City's current process using their best practices to handle all situations. He also noted that the individual who worked on this policy with the school board was Mr. Jeff McGinnis who works with the same firm as the City Attorney.

Councilmember Menchel moved to direct the City Attorney and/or staff members contact Mr. Jeff McGinnis, Okaloosa County School Board Attorney, and work with him to immediately update the City's policy and procedures regarding external complaints received and investigative procedures. Councilmember Destin provided a second to the motion.

Councilmember Menchel noted that the City is very short-staffed at this time due to the pandemic and he does not expect this to happen immediately, however, he would like an update be given at each Council meeting as staff moves forward with updating this document.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

2) Complaints received by the City Manager and City Council Required actions to be taken

a) Matthew Trammell

According to Councilmember Menchel, he wants to make it clear that the City of Destin has made no allegations against anyone. He would also like to stress that he tried with no success to have the City Manager deal with this issue directly so it would not be placed on the agenda.

Councilmember Menchel then read the following statement:

"An October 20, 2015 City Manager memo to a Council member, the memo stated in part, 'I must report that, under the advice of counsel, I am compelled to submit the information and documents relevant to this subject to the State's Attorney's office for its purposes. It should be made clear to you that this action is not made with any intent to evaluate or prejudge any particular result, but only to place the proper evaluation and action, if any, into the agency responsible for such matters.' I provided that information to the City Manager and he responded with the fact that although there may be circumstances where I could or should file an official complaint on behalf of the City, without the majority approval of the Destin City Council, I do

not believe based on the information I currently have at my disposal that I can file a complaint under this circumstances. I responded back to the City Manager and advised him that one quick remedy for him to obtain more information is to meet with or call the complainant either one-on-one or with our attorneys. The City Manager refused which left me with no choice but to place this on the agenda. The City Manager also reached out to both our lawyers and asked if he was to follow the information, which agency would he send this information to, and both provided him information. Just to be clear, tonight is not the first time that this item was placed on the agenda. I actually had it on the agenda for the last meeting but pulled it from the agenda based on a conference call I had with both of our attorneys. Our City Attorney requested the opportunity to review various contracts and then provide input to me. But days after that arrangement was made, I was advised the agreed upon contract review will not take place. Based on the fact the contract reviews were not completed, and the fact the City Manager would not act without this item being placed on the agenda, we have it before us tonight. As I stated earlier, our current complaint procedure, the City of Destin, we must have courage to take the tough decisions and make difficult choices. Doing so would enable us to send a clear message to the public that the City is committed to doing the right thing. So, what public image do each of you want to send tonight? It is that simple. I feel that the City of Destin should follow the allegations received to the proper investigating agency responsible for such matters so that the proper evaluation action, if any, can be taken. “

Council Member Menchel moved that the allegation received be forwarded to the Florida Board of Professional Engineers and to the State Attorney for their evaluation and action by them if required; seconded by Councilmember Braden.

Councilmember Menchel noted he was referring to agenda item 2A above.

Councilmember Overdier noted that these allegations have already been forwarded to the Florida Board of Professional Engineers which controls Mr. Trammell; and that it was filed by a private citizen.

Councilmember Menchel stated there was no action taken by the City of Destin, and that nobody notified the State Attorney's Office. It was filed by a private citizen, but the City of Destin was also in receipt of the complaint but would not act on it.

Councilmember Overdier argues that the City should not have to submit a duplicate complaint if one has already been filed. They should just wait for the result from the State or the regulatory board that controls Mr. Trammell's action as a professional engineer.

Councilmember Menchel stressed that everyone on the Council, the City Mayor and the City Manager received an allegation. It is the City's responsibility to act on an allegation and send it to the proper agency for an investigation.

The Mayor noted that the citizen who filed a complaint against Mr. Trammell does not reside in the City of Destin. He was also accruing the County's Property Appraiser of malfeasance. If these are serious allegations, he should have gone ahead and forwarded to the complaints to the State's Attorney's Office. He added that Mr. Trammell is a private individual who does business not only with the City but also with the County.

Councilmember Menchel reiterated that the City was in receipt of an allegation. The City in the past has followed it on when they received an allegation. The fact that the current City Manager did not feel comfortable taking the action and wanted this issue brought before this Council is the reason this issue is before them tonight.

Councilmember Morgan stated he was not on the Council several years ago when the City Manager at the time brought a credit card issue forward to the State's Attorney's Office or he would have been very disappointed in that City Manager having not bringing the issue forward to the Council first. He certainly would certainly would have voted no to send that complaint to the State's Attorney's Office. He added that he appreciates City Manager Lance Johnson's decision to bring this issue forward to the Council. He also added that City staff will review many of the complaints and questions they received from the citizen regarding a particular piece of property in the development review process.

Councilmember Marler stated that once the complainant posted the emails and allegations on the City's website, it became public knowledge. He also stated that the complainant has the right to take the action that he took, but since the complainant is not a Destin resident, he does not see a reason why the City is obligated to get involved on that issue.

Councilmember Menchel argues that the fact that the complainant is not a Destin resident should have no bearing on whether the City should take action, adding that the City has taken actions before on complaints from non-residents.

Councilmember Destin stated that procedurally, there is going to be an investigation to be conducted by the Florida Board of Professional Engineers from the administrative standpoint. If they discover that there could be a criminal component to this complaint, then the case will be sent over, at some point, to the State's Attorney's Office.

Councilmember Braden asked at what point is the City legally obligated to take action when they receive such a complaint and report it to the proper authorities.

According to the Land Use Attorney, they first need to take into account Councilmember Menchel's motion to work on the City's complaint process which the City does not have in place yet to be able to handle external complaints. With regards to this specific complaint, which has already been filed with the Florida Board of Professional Engineers, which is the proper entity to handle this complaint; if it does not have a problem at that level, it is less likely to have a problem at the State Attorney level. She added it would be advisable to allow the process to run its course to see what kind of issue comes to the forefront and then take the appropriate action.

Councilmember Ramswell noted that the citizen provided the information to the City because the City is potentially the injured party based on the engineer's action. For that reason, the City is expected to look into the allegation and take the appropriate action. She also wants to know for sure if the Florida Board of Professional Engineers finds some evidence of malfeasance if they automatically send the case to the State Attorney or come up with a ruling and send it back to the complainant. She also looks at this issue as an opportunity for the City to be proactive rather than reactive and becoming more involve on this issue to make sure there is no wrongdoing and the City does not suffer further injuries.

The Land Use Attorney stated she is not sure about the automatic forwarding, however, if the Florida Board of Professional Engineers believe there is something rising to the level of criminal activity, she believes the Board would be likely to forward it to the State for review. If not, it would be noted in their report, and so at that point the City could bring it back to Council for authorization to take it to the next level.

At this time, Councilmember Braden announced he was withdrawing his second to the motion currently on the floor.

Councilmember Ramswell announced she is providing a second to Councilmember Menchel's motion.

The Mayor called for a vote on the Motion, which fails 2-5 (Council members Menchel and Ramswell voted "yes", Council members Morgan, Destin, Marler, Overdier and Braden voted "no").

b) Kyle Bauman

The City Manager announced he has discussed this issue with Mr. Anchors, the principal partner of the law firm Anchors Smith Grimsley. Mr. Anchors stated he was aware of the concerns the City Council may have and that the firm had already hired a third party to conduct an internal review of this case. He would be happy to provide the result of that review to the Council. After the Council reviews the result and are not satisfied with it, the firm would allow the City to recommend an outside firm to conduct an independent review of the situation, at the firm's expense, and provide the result to the Council.

Councilmember Menchel stated that Ms. Barbara Peterson, the former president of the First Amendment Foundation and an expert on Public Records Law. She would be the one he would recommend conducting their independent review of this case when they get to that point.

It was the general consensus of the Council to wait until after the result of the independent review being conducted by a firm hired by Anchors Smith Grimsley. If the Council is not satisfied with the result of that review, the City can recommend an independent investigator to Anchors Smith Grimsley to conduct an independent review of the situation paid for by the firm and provide the results to the Council.

Next, Councilmember Menchel commented that James Lee Park continues to be destroyed by illegal parking despite the City's efforts to obtain assistance from the County.

- D. Councilmember Overdier
- E. Councilmember Marler
- F. Councilmember Destin
- G. Councilmember Morgan

Councilmember Morgan asked staff to place the topic "Council meeting start times" under his name on the next agenda for discussion at the next meeting.

- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

The City Attorney noted that the legal review of the City of Destin Code of Ordinances Part 1 (Charter) Section 3.09 to identify the language needed and process required to remove a City Council member or Mayor from office for violations identified in Section 3.09 is currently being reviewed, and the information will be provided to the Council once the review is completed.

8. PUBLIC COMMENTS

ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 9:00 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Webb Warren, Deputy City Manager

DATE: 7/28/20

SUBJECT: Presentation: Drones- Mr. Mike Wilson, FAA Safety Team (FAASTeam)

I. BACKGROUND: Council requested that staff invite the Federal Aviation Administration to address drone issues.

II. DISCUSSION: The COVID-10 Pandemic has prevented most travel by the FAA; however, they have agreed to make themselves available for a presentation for this meeting to discuss Drones. FAA representatives did say they would attempt to have someone available to discuss helicopters during this presentation.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Destin CC Brief 080320



**Federal Aviation
Administration**

UAS Operations

Recreational and Civil

- **Drones**
- Address public safety concerns
- Rules and Regulations for our area
- Education process to fly unmanned aircraft systems
 - Registering your drone/UAV
 - Recreational Flyers
 - Remote Pilot Certification
 - Operating Rules
- Public – point of reference for reporting

- Civil Operations
 - Compensation or Hire
 - Recreational Operations
- Public Aircraft
 - Public Safety
 - DOD/FED
- Institutions of Higher Learning
- Authorizations and Permissions



Am I a civil or recreational operator?

- Purpose of the flight *matters*
 - If flying for purely recreational (or educational*) purposes
 - Can be considered recreational
 - Fly under Section 44809 (“The Exception”)
 - Fly under 14 CFR 107 (“Civil sUAS Rule”)
 - If flying for *any* other purpose
 - Fly under 14 CFR 107



*Determined by § 44809 Sec. 350

www.faa.gov/uas

UAS UNMANNED
AIRCRAFT
SYSTEMS



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Educational Users

Advanced Operations

Programs, Partnerships & Opportunities

Research & Development

Resources & Other Topics

Contact Us

FAA Home » Unmanned Aircraft Systems

Unmanned Aircraft Systems (UAS)

PART 107 UPDATE: The FAA has published a [Special Federal Aviation Regulation \(SFAR\)](#) on how Part 107 certificated pilots can establish currency while testing centers are closed due to COVID-19 response. Read the [Frequently Asked Questions \(PDF\)](#).

Whether you're a new drone pilot or have years of experience, rules and safety tips exist to help you fly safely in the national airspace. To get started, be sure to select which type of drone user you are and find out what rules and regulations apply to your specific situation. You can then begin researching where it is safe to fly and when you need approval to fly.

What type of drone flyer are you?

- Recreational Flyers and Modeler Community-Based Organizations
- Certificated Remote Pilots including Commercial Operators
- Public Safety & Government Users
- Educational Users

Not sure? We'll help you figure it out.

Ready to fly? Be sure to download the [B4UFLY app](#) for your smartphone to determine whether there are any restrictions or requirements in effect where you want to fly.

Top Tasks

- Register your drone
- Download the B4UFLY Mobile App
- Become a Drone Pilot
- Renew Your Remote Pilot's Certificate
- Check out Hot Topics in UAS

Drone Webinar Series

Who owns the airspace?

- FAA regulates airspace from the ground up
 - No private airspace above property
 - Local governments, institutions, organizations, etc. cannot regulate airspace
 - Considered preemption of Federal Law





SPECIAL AIR TRAFFIC RULE, FAR PART 93 EGLIN/VALPARAISO TERMINAL AREA, FLORIDA (VFR OR IFR CONDITIONS)

A SPECIAL AIR TRAFFIC RULE, FAR PART 93, REQUIRES PILOTS TO OBTAIN AN ATC CLEARANCE/ADVISORY PRIOR TO ENTERING AND OPERATING WITHIN THE EGLIN/VALPARAISO TERMINAL AREA

- CLEARANCE REQUIRED PRIOR TO ENTERING NORTH/SOUTH CORRIDOR
CONTACT EGLIN ON 124.05
RECOMMENDED N/S ROUTINGS - 3500' OR ABOVE
- ADVISORIES REQUIRED PRIOR TO OPERATING WITHIN EAST/WEST CORRIDOR
CONTACT EGLIN ON 132.1
RECOMMENDED E/W ROUTINGS - BELOW 8500'

(HI-DENSITY JET TRAFFIC 3000' AND BELOW)
FOR DESTIN/EGLIN AFB FL PART 93 OPERATIONS DETAILS, SEE FAASAFETY.GOV

Contact Eglin/Tyndall APP for operations within the Class E airspace in the warning areas.

EGLIN E MOA
OVERLIES ALL EGLIN/VALPARAISO RESTRICTED AREAS AND SPECIAL AIR TRAFFIC RULE, PART 93.
0600-2100 INTERMITTENT MON-FRI.
OTHER TIMES BY NOTAM.
SURFACE TO BUT NOT INCLUDING FL 180
CONTACT EGLIN APPROACH CONTROL 132.1
RADAR ADVISORY SVC AVBL DESTIN ARPT



UAS UNMANNED
AIRCRAFT
SYSTEMS



**Federal Aviation
Administration**

Civil UAS Operations

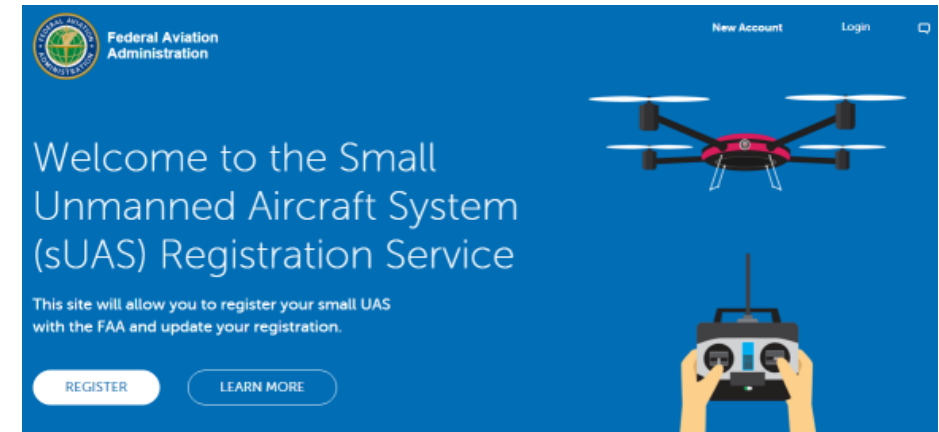
14 CFR Part 107

- Often referred to as the “commercial rule” for UAS
- Definition – Small UAS
 - UA weighing less than 55 pounds on takeoff
 - Including everything that is on board or otherwise attached to the aircraft



14 CFR Part 107

- Registration
 - Each UA operated under Part 107 must be registered
 - www.faa.gov/ua
 - \$5 fee per UA, valid for 3 years



Small UAS Certificate of Registration	
Name:	
Manufacturer:	
Model:	
Serial Number:	
Certificate Number:	
Issued:	Expires:



For U.S. citizens, permanent residents, and certain non-citizen U.S. corporations, this document constitutes a Certificate of Registration. For all others, this document represents a recognition of ownership.

For all holders, for all operations other than as a model aircraft under sec. 336 of Pub. L. 112-95, additional safety authority from FAA and economic authority from DOT may be required.

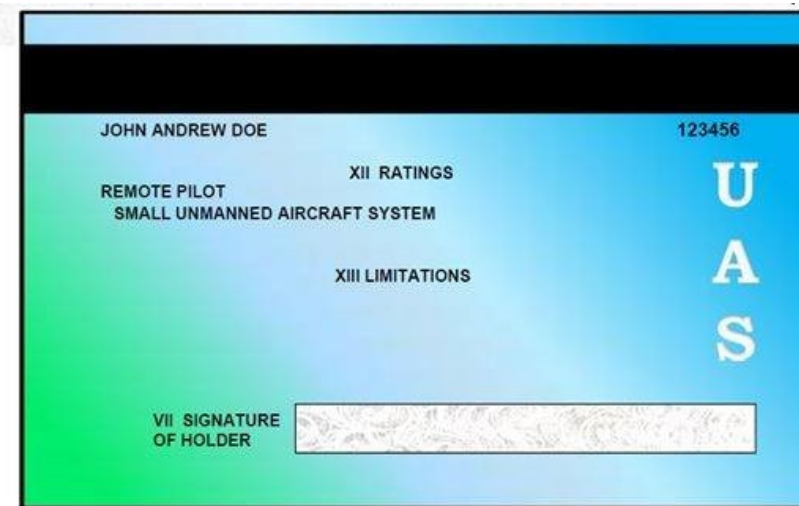
This Small UAS Certificate of Registration is not an authorization to conduct flight operations with an unmanned aircraft. Operations must be conducted in accordance with the applicable FAA requirements. The operator of the aircraft is responsible for knowing and understanding what those requirements are. For more information on flying for non-model purposes, please visit the FAA website at www.faa.gov/uas.



Federal Aviation Administration

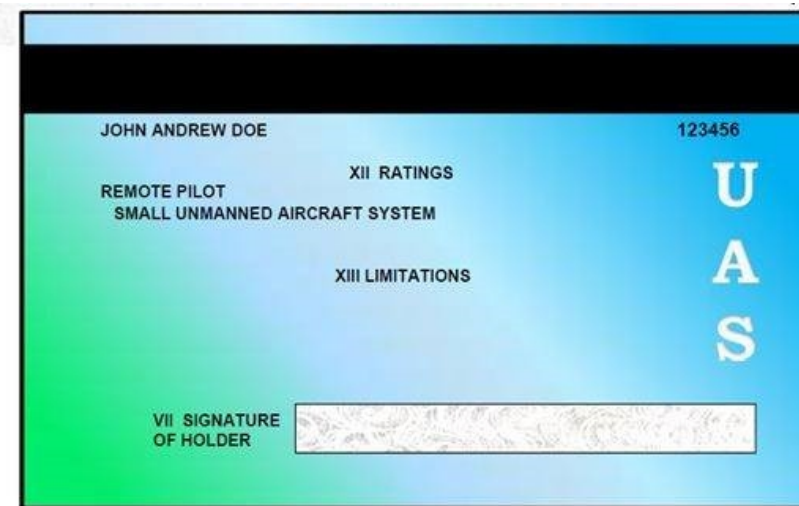
14 CFR Part 107

- Remote Pilot Certificate
 - Two paths to certification
 - Pass FAA initial knowledge exam
 - Take initial online course (for existing Part 61 airmen only)



14 CFR Part 107

- Remote Pilot Certificate
 - Two paths to currency (every 24 calendar months)
 - Pass FAA initial/recurrent knowledge exam
 - Take initial/recurrent online course (for existing Part 61 airmen only)



- **Drone Operating Rules (Subpart B 107.11 - 107.51)**
 - Drone flown/supervised by a Certificated Remote Pilot in Command (RPIC) $\geq$ 16 yrs old
 - Drone must be registered/in condition for safe operation/preflighted
 - Drone not operated in careless or reckless manner
 - Medical condition responsibility of RPIC / No alcohol or drugs
 - In controlled airspace, ATC authorizations are required
- **Waivable**
 - May not operate more than one UA at a time
 - RPIC must maintain Visual Line of Sight (VLOS)
 - If VO used, must maintain comm and coordinate
 - May not be operated from a moving aircraft or vehicle
 - Must be flown during daylight hours (NPRM issued)
 - May not operate over human beings (NPRM issued)
 - Generally restricted to 400ft AGL / 87 KTS / 3SM vis / 500' below clouds

Public Safety

UAS UNMANNED
AIRCRAFT
SYSTEMS



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Understanding Your Authority: Handling Sightings and Reports

Public Safety and Law Enforcement Toolkit

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Advanced Operations

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Public Safety and Law Enforcement Toolkit

This toolkit is designed to assist law enforcement and public safety entities in operating and handling situations involving drones or UAS.

Watch our video: Know Your Authority: Unauthorized Drone Operations

Download and print our Law Enforcement Pocket Card (PDF).

Download our Law Enforcement Guidance Card for Handling Drone Incidents (PDF)

Download our Drones in Public Safety: A Guide to Starting Operations (PDF)

State and Local Regulation of Unmanned Aircraft Systems (PDF)

Law Enforcement Guidance for Suspected Unauthorized UAS Operations (PDF)

Letter to COA Holders – Statutory Requirement to Register UAS (November 5, 2014) (PDF)

Webinar: Drone Safety: It's the Law

The use of drones in our nation's airspace is rapidly increasing, which raises both opportunities and challenges for public safety and government officials. Learn more about how your authority allows you to take action and respond to unauthorized or unsafe drone operations. Watch the webinar.

Advisory Circular (AC) 00-1.1B

Government or government-contracted aircraft operations must obtain COA from the FAA prior to operations.

Advisory Circular 00-1.1B, Public Aircraft Operations

Small UAS Rule Part 107

This rule contains safety regulations for drones weighing less than 55 pounds.

Summary of the Part 107 Rule (PDF)

Fly under the Small UAS Rule

Advisory Circular 107-2 (PDF)

The Exception for Recreational Flyers

People who fly their drone, UAS, or model aircraft for fun are considered recreational flyers.

Top Tasks

Watch the "Drone Safety: It's the Law" webinar.

Find LEAP agent contact information

Download our Public Safety Toolkit

Drone Webinar Series

Guides for Public Safety

UAS UNMANNED
AIRCRAFT
SYSTEMS



Federal Aviation
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DRONES IN PUBLIC SAFETY: A GUIDE TO STARTING OPERATIONS

Law enforcement and public safety agencies are realizing the potential of using drones to enhance their missions. Some agencies choose to hire drone pilots certified by the Federal Aviation Administration to conduct operations for them. But if your agency wants to conduct its own drone operations or create a program with multiple pilots and drones, this primer will help get you started.

Your agency has two options to operate drones:

- **Designate** individual members of your team to earn FAA drone pilot certificates and fly under the rules for small unmanned aircraft systems (sUAS).
- **Receive** an FAA certificate of authorization (COA) to function as a "public aircraft operator" that can self-certify its drone pilots and drones.

The sUAS Rule

Most drone pilots operate under the sUAS rule, which is commonly known as Part 107 after the designated section of the federal code. Part 107 defines requirements for drone pilots and drones, and it sets operational limits for drone usage.

Pilot certification and responsibilities

- Members of your team may choose to take the FAA Remote Knowledge Test to become drone pilots. Those who pass the test receive remote pilot airman certificates, giving them the right to operate qualified sUAS.

Operational limitations

- Drones flown by remote pilots must weigh less than 55 lbs. This limitation includes any attached equipment or cargo, such as emergency aid or search-and-rescue equipment.
- Remote pilots cannot fly their drones more than 400 feet above ground level (or more than 400 feet above the top of structures like communications towers).

- Remote pilots must receive FAA authorization to fly in airspace near airports. They may use an automated system called Low Altitude Authorization and Notification Capability (LAANC).

- Other limitations include not flying over people or at night. Your agency may apply for waivers to certain rules. To request a waiver, visit faa.gov/ua/ or request a waiver.

Aircraft requirements

- No FAA certificate of authorization is required to fly sUAS under Part 107, but your team must register each aircraft with the FAA. The remote pilot must confirm that an aircraft is in condition for safe operation before each flight.

— February 2019 —



Federal Aviation
Administration

DRONES IN PUBLIC SAFETY: A GUIDE TO STARTING OPERATIONS



Public Aircraft Operator

Rather than certify pilots and register aircraft under Part 107, your agency may choose instead to request a COA from the FAA to become a public aircraft operator. This would allow your agency to self-certify your drone pilots and drones for flights to perform governmental functions.

The first step is to ask your legal department to draft a Public Declaration Letter that certifies your agency as a governmental entity and send it to the FAA. The FAA will send you a user ID and password to the UAS COA Online Application System, where you can complete your application. This process can take up to 60 days.

For more information about the COA process, please visit www.faa.gov/go/COA.

Emergency Authorizations and Operations

To support emergency responders and other entities affiliated with them, the FAA can quickly issue authorizations for responses to natural disasters and other emergencies. For more information, please visit: www.faa.gov/go/EmergencyWaiver

Learn more at faa.gov/ua/

Download the B4UFLY app



LAW ENFORCEMENT AND PUBLIC SAFETY



Understanding Your Authority with Drones

Law enforcement and other public safety agencies have an important role in protecting the public from unsafe and unauthorized drone operations. As a law enforcement officer, you are often in the best position to detect, detect and investigate unsafe or unauthorized drone operations.

UNSAFE AND/OR UNAUTHORIZED DRONE

The FAA's Law Enforcement Checklist helps you identify the necessary steps you need to take to respond to a situation involving an unsafe or unauthorized drone.

- **Detect** all available elements of the situation; attempt to locate and identify individuals operating the drone. (Look at windows/balconies/roof tops).

- **Report** the incident to the FAA Regional Operations Center (ROC). Follow-up assistance can be obtained through FAA Law Enforcement Assistance Program special agents.

- **Observe** the drone and maintain visibility of the device; look for damage or injured individuals. Note: Battery life is typically 20 to 30 minutes.

- **Notice features:** Identify the type of device (fixed-wing/multi-rotor), its size, shape, color, payload (i.e., video equipment) and activity of device.

- **Execute** appropriate police action: Maintain a safe environment for general public and first responders. Conduct field interviews; request proof of drone registration; document ALL details of the event per the guidance provided by the FAA.

Learn more at faa.gov/go/DronePublicSafety

December 2018



Federal Aviation
Administration

CONTACT YOUR FAA LEAP AGENT OR FAA ROC FOR ASSISTANCE

Special agents from the FAA's Law Enforcement Assistance Program (LEAP) are your point of contact for federal, state, local, tribal, territorial and international law enforcement agencies. LEAP special agents can provide information on drone enforcement and registration matters. Providing a LEAP special agent with reports of suspected unauthorized UAS incidents in a timely manner increases the FAA's ability to take enforcement action when appropriate. (NOTE: You may contact any LEAP agent if your assigned agent is not available.) **Washington Headquarters Program Office and D.C. drone incidents:** 202-267-4641 LEAP@faa.gov.

WEST

LEAP Branch Manager
206-231-2093

- WA, ID, OR, MT and WY
special agent: 425-495-1972
- Northern CA
special agent: 916-956-8830
- Southern CA, NV, CO and GU
special agent: 310-363-9435
- AZ, UT and HI
special agent: 602-721-6091
- Alaska
special agent: 907-201-0245

CENTRAL

LEAP Branch Manager
405-954-8569

- IL, IN, MI, MN, OH and WI
special agent: 847-294-7321
- IA, KS, MO, NE, ND and SD
special agent: 816-329-3717
- OK, AR and LA
special agent: 817-222-5742
- TX and NM
special agent: 817-222-5713

EAST

LEAP Branch Manager
404-305-6816

- CT, ME, MA, NH, RI and VT
special agent: 781-238-7704
- DE, MD, NJ, NY and PA
special agent: 816-329-7073
- IL, MS, TN, KY and NC
special agent: 404-305-6759
- GA, SC, VA and WV
special agent: 404-305-6807
- North and Central FL
special agent: 404-430-1365
- South FL, PR and VI
special agent: 786-778-5923
786-409-8576

Regional Operations Centers (ROCs) are staffed 24/7 and should be contacted if you observe a drone that may potentially interfere with the safety or security of the National Airspace System. The ROC will ensure notification is made to manned air traffic in the vicinity as well as appropriate FAA offices.

Western: AK, AZ, CA, CO, HI, ID, MT, NV, OR, UT, WA, WY
206-231-2089 / 9-WSA-OPSCTR@faa.gov

Washington DC / National
202-267-3333 / 9-OWO-DRS-WOC@faa.gov

Central: AR, IA, IL, IN, KS, LA, MI, MN, MO, ND, NE, NM, OH, OK, SD, TX, WI
817-222-5006 / 9-CSA-ROC@faa.gov

Eastern: DC, DE, MD, NJ, NY, PA, WV, VA
404-305-5150 / 9-ESA-ROC@faa.gov
AL, CT, FL, GA, KY, MA, ME, MS, NC, NH, PR, RI, SC, TN, VT, VI
404-305-5180 / 9-ESA-ROC@faa.gov



Federal Aviation
Administration

DRONE Law Enforcement Response

Detect all available elements of the situation; attempt to locate and identify individuals operating the drone. (Look at windows/balconies/roof tops).

Report incident to the FAA Regional Operations Center (ROC). Follow-up assistance can be obtained through FAA Law Enforcement Assistance Program (LEAP) special agents.

Observe the UAS and maintain visibility of the device; look for damage or injured individuals. Note: Battery life is typically 20 to 30 minutes.

Notice features: Identify the type of device (fixed-wing/multi-rotor), its size, shape, color, payload (i.e., video equipment), and activity of device.

Execute appropriate police action: Maintain a safe environment for general public and first responders. Conduct a field interview and document ALL details of the event per the guidance provided by the FAA. faa.gov/ua/resources/law_enforcement/

Always follow agency policies: Take appropriate action based on the facts and circumstances of the incident and site/area specific laws and rules. The FAA's enforcement action does NOT impact ANY enforcement action(s) taken by law enforcement.

Local ordinances that may apply include, but are not limited to: Reckless endangerment, criminal mischief, voyeurism, inciting violence.



Federal Aviation
Administration

FAA Drone Incident Reporting

Document and provide the following information to FAA:

- Identity of operators and witnesses (name, contact information)
- Type of operation (hobby, commercial, public/governmental)
- Type of device(s) and registration information (number/certificate)
- Event location and incident details (date, time, place)
- Evidence collection (photos, video, device confiscation)

Contact your FAA LEAP agent or an FAA ROC for assistance:

Western ROC	AK, AZ, CA, CO, HI, ID, MT, NV, OR, UT, WA, WY	206-231-2089	9-WSA-OPSCTR@faa.gov
Central ROC	AR, IA, IL, IN, KS, LA, MI, MN, MO, ND, NE, NM, OH, OK, SD, TX, WI	817-222-5006	9-CSA-ROC@faa.gov
East ROC	AL, CT, FL, GA, KY, MA, ME, MS, NC, NH, PR, RI, SC, TN, VT, VI	404-305-5180	9-ESA-ROC@faa.gov
	DC, DE, MD, NJ, NY, PA, VA, WV	404-305-5150	9-ESA-ROC@faa.gov

Available option to National Air Space in response to the COVID-19 Virus.

Special Governmental Interest (SGI) Waiver/Certificate of Authorization (COA)

Expedites allowable operations in the NAS

Sometimes known as an emergency COA.

First responders and others organizations responding to natural disasters or other emergency situations such as COVID-19 may be eligible for expedited approval through the SGI process.

Operations that may be considered include:

- Firefighting / Search and Rescue / Law Enforcement
- Utility or Other Critical Infrastructure Restoration
- Incident Awareness and Analysis
- Damage Assessments Supporting Disaster Recovery Related Insurance Claims
- Media Coverage Providing Crucial Information to the Public
- https://www.faa.gov/uas/advanced_operations/emergency_situations/



**Federal Aviation
Administration**

Recreational UAS Operations

What is “Recreational Flying”?

- Aircraft is flown strictly for recreational purposes
 - Flying for fun!
- Cannot be flown in furtherance of business
 - Marketing
 - Real Estate
 - Commercial purposes



Exception for Limited Recreational Operations PL115-254

Section 44809:

1. Fly strictly for recreational purposes
2. Register and properly mark aircraft
3. Fly within Visual Line of Sight
4. Do not interfere and give way to any manned aircraft
5. Obtain airspace authorizations in Class B, C, D, or E (Surface)
6. Operate at 400ft or below in Class G airspace
7. Pass an aeronautical knowledge and safety test
8. Operate in accordance with Community-Based Organization's (CBO's) set of safety guidelines

currently in development

Still to come...

- Community Based Organization (CBO) recognition
- Aeronautical Knowledge and Safety Test
 - Being developed in consultation with stakeholders
 - Recreational flyers are required to pass test
 - Expect to have the content electronically available
 - Must provide proof of passage upon request from FAA personnel or law enforcement



Before you fly:

- Register your drone
 - Required for drones weighing more than .55lbs (250g)
 - Person registering must be at least 13 years of age or older
 - Drone must be externally labeled with registration number
 - Cost is \$5 and is valid for 3 years
 - One number for all UAs



Before you fly:

- Understand Airspace Requirements
 - Uncontrolled
 - Class G
 - Flights up to 400 feet
 - No authorization required
 - No notification of airport operator required
 - Controlled
 - Airspace authorization required before you fly



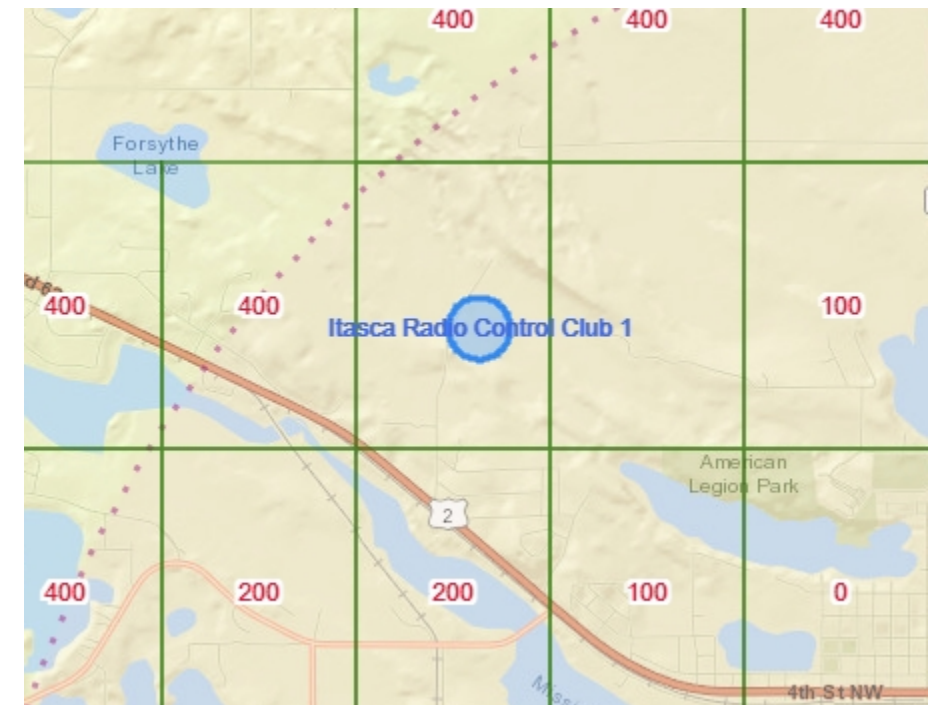
Where can I fly my drone today?

- Controlled Airspace
 - Operate from an FAA approved fixed recreational flying site
 - Listed on UAS Data Delivery System
 - Requires airspace authorization through LAANC/DroneZone
- Do not contact local FAA ATC for airspace authorizations



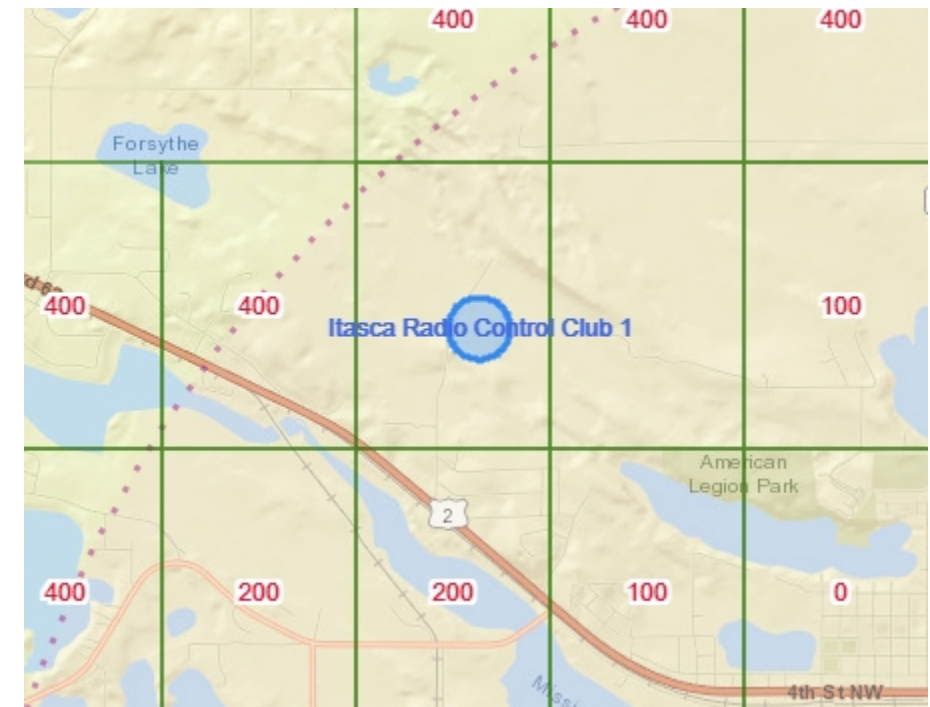
Fixed sites in controlled airspace

- Where can I find them?
 - FAA Data Delivery System
 - <https://udds-faa.opendata.arcgis.com/>
 - Look for the blue “dots”



Fixed sites in controlled airspace

- Adhere to all requirements for recreational flyers
 - May be additional conditions and limitations at the fixed site
- Comply with Letter of Agreement
 - Mutually agreed upon operating procedures approved by ATC



UAS UNMANNED
AIRCRAFT
SYSTEMS



**Federal Aviation
Administration**

Institutions of Higher Learning

Institutions of Higher Education

- Defined by section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a))
- For educational or research purposes



Institutions of Higher Education

- For educational or research purposes
 - Instruction of students at the institution
 - Academic/research related uses of UAS approved by the institution
 - Activities undertaken by the institution as part of research projects
 - Other academic activities approved by the institution



Institutions of Higher Education

- Will operate under Section 44809
- May apply for CBO status
 - Once Advisory Circular 91-57C is published
- May establish a fixed flying site



UAS UNMANNED
AIRCRAFT
SYSTEMS



**Federal Aviation
Administration**

Authorizations and Permissions

Low Altitude Authorization and Notification Capability (LAANC)

- Capability that provides:
 - Access to controlled airspace at or under 400 feet
 - Aircraft awareness to Air Traffic Control
 - Sharing of airspace data between the FAA and companies approved to provide the LAANC capability
 - For both civil and recreational UAS



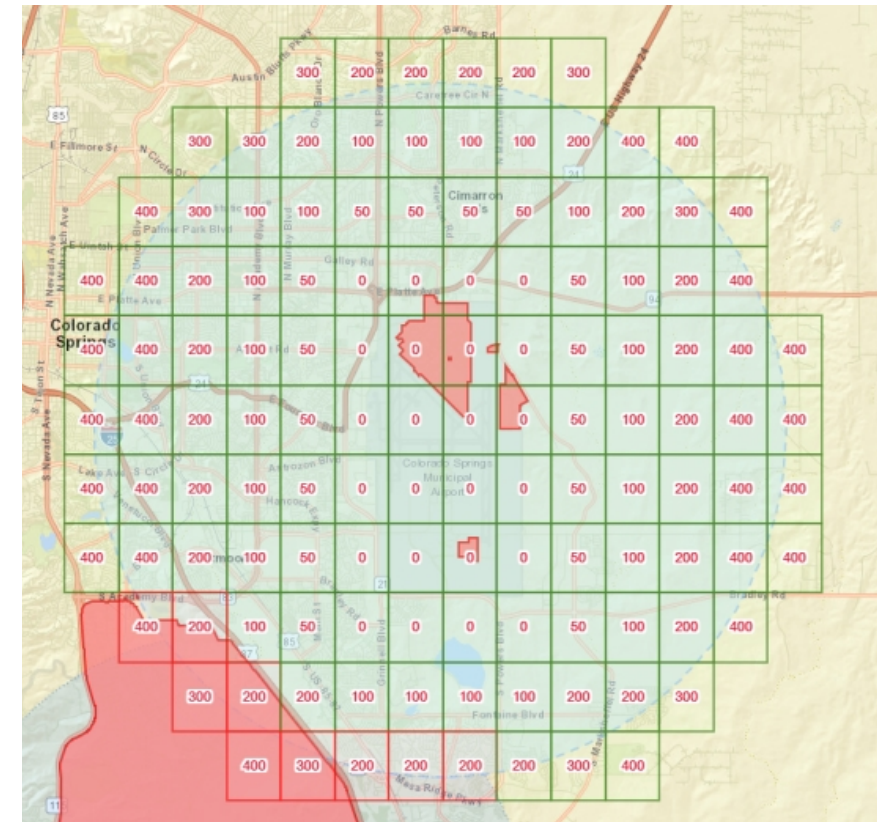
NOTAM 7/4319 “Stadium” Temporary Flight Restriction

- 3 nautical mile ring
- Surface to 3,000ft above ground level
- Sporting events having a seating capacity of 30,000 or more where:
 - Regular or post-season games
 - Major League Baseball
 - National Football League
 - NCAA Division I Football
 - NASCAR Cup, Indy Car, or Champ Series



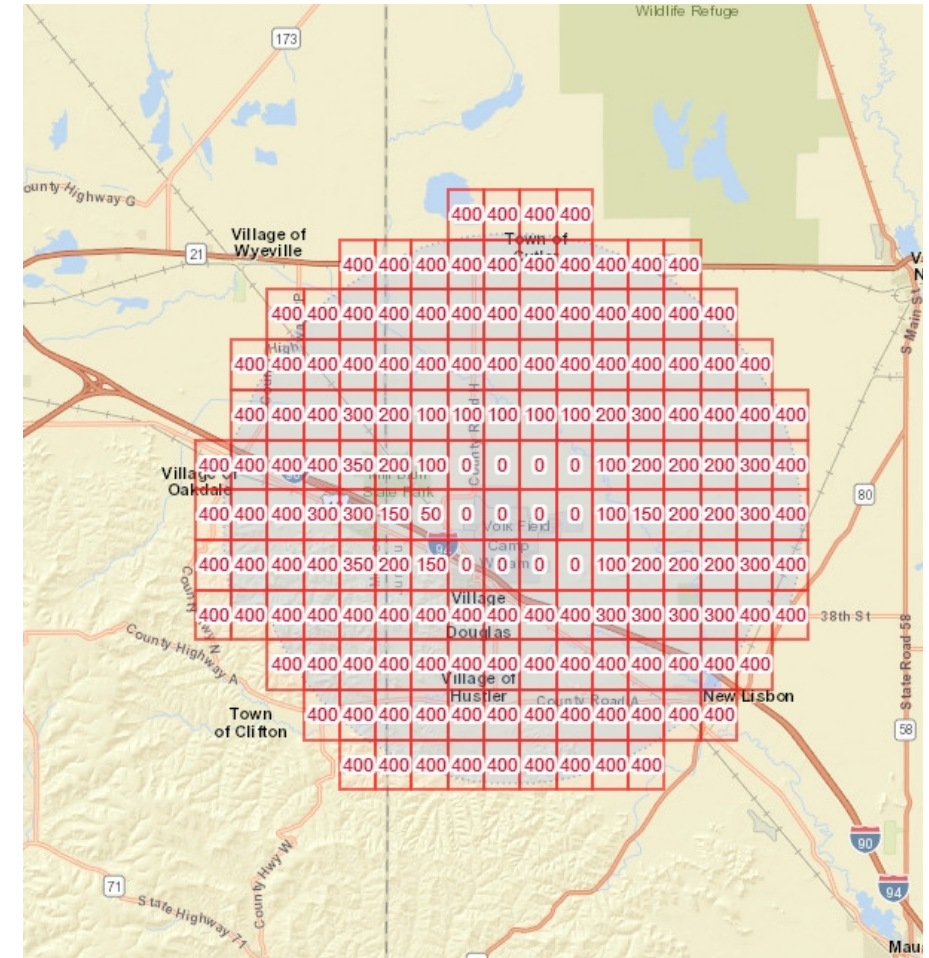
UAS Facility Map

- Identifies areas where ATC authorization is required
 - www.udds-faa.opendata.arcgis.com/
- Controlled airspace:
 - Class B
 - Class C
 - Class D
 - Surface Class Echo - E2



DroneZone

- Red grids indicate LAANC is not available
- Authorization requests must be submitted in DroneZone
- Allow up to 90 days for review
- www.faa.dronezone.faa.gov



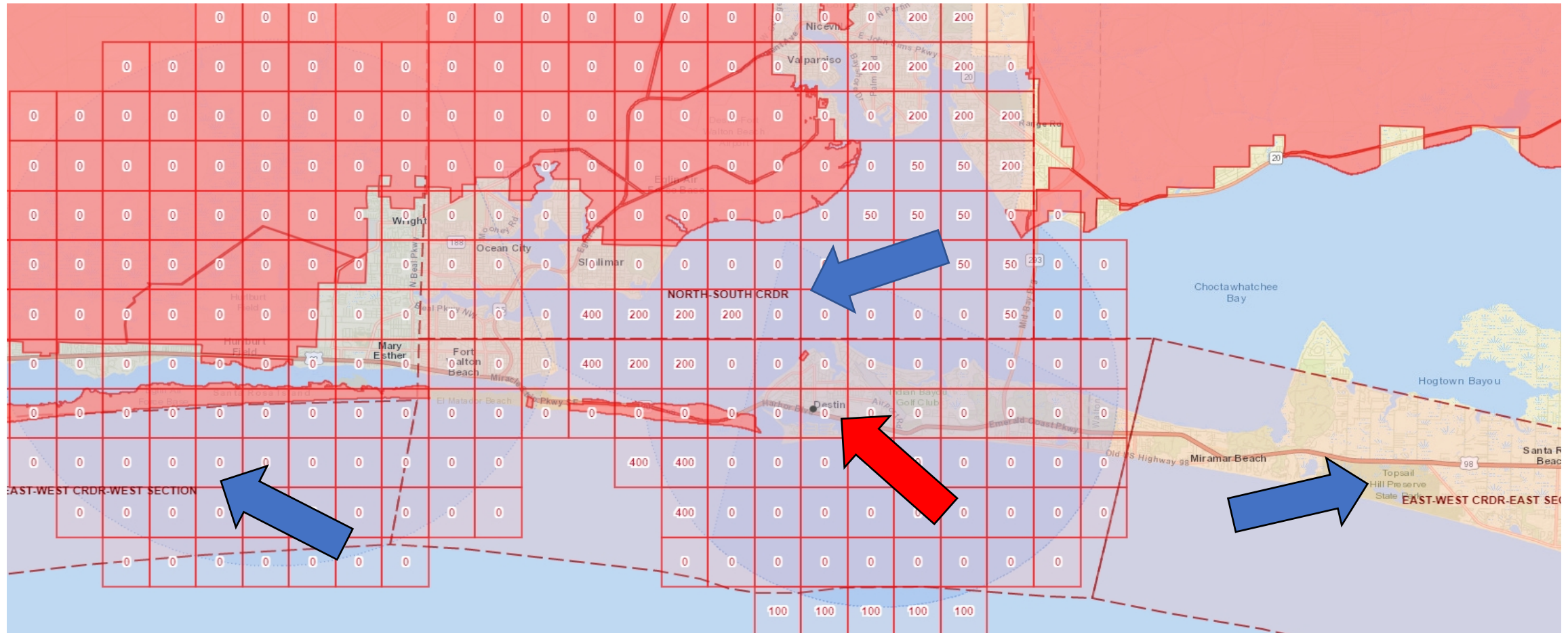
Facility Grid Map for UAS

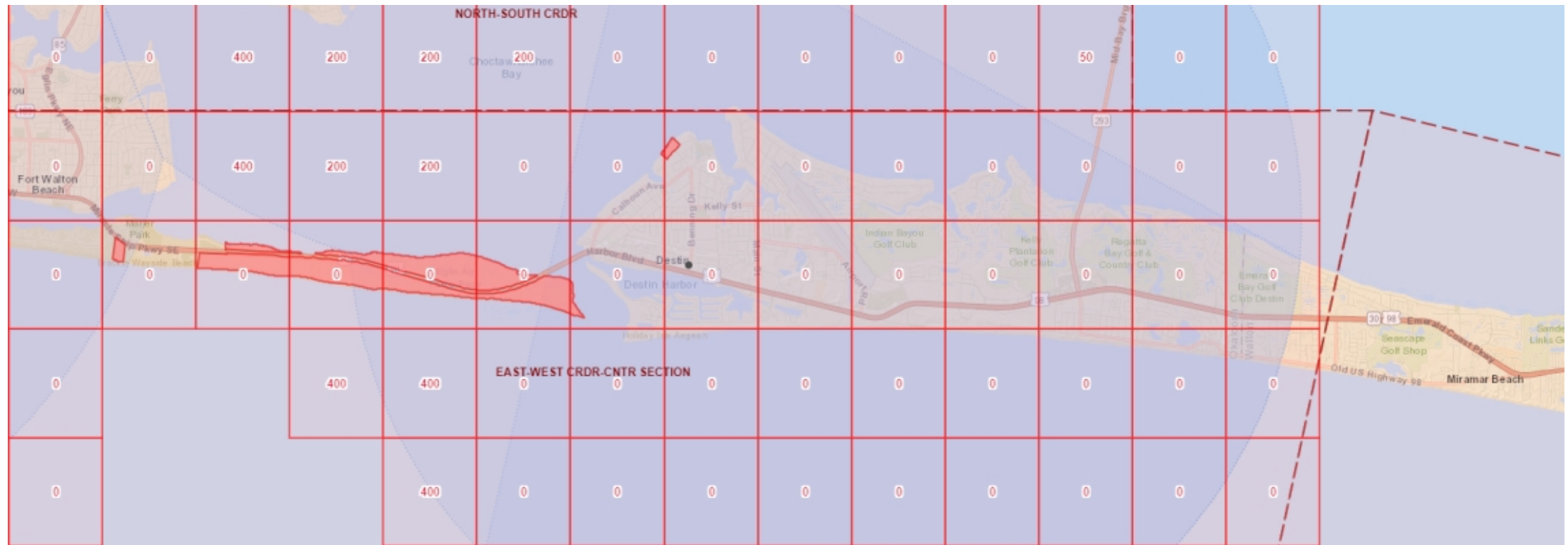
UAS UNMANNED
AIRCRAFT
SYSTEMS



Federal Aviation
Administration

Google “Visualize it FAA”: faa.maps.arcgis.com/apps/webappviewer/





Thank You!



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Certificate of Achievement - David Bazylak, Code Compliance Officer

I. BACKGROUND: On Saturday, July 27, 2020 at approximately 3:30 p.m. Harbor Code Compliance Officer, David Bazylak while on duty observed male and female kayakers in distress during a storm underneath the Marler bridge. The two kayakers were fighting strong currents; however the kayak began sinking.

Harbor Code Compliance Officer Bazylak sprung into action positioning the vessel next to distressed individuals and was able to pull both to safety without further incident or any injuries. Harbor Compliance Officer Bazylak also was able to secure the sunken Kayak; clear for the Water Ways.

Harbor compliance officer David Bazylak actions bring great credit upon himself, to compliance department, and the City of Destin.

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. Certificate of Achievement - Bazylak

ACHIEVEMENT OF CERTIFICATES



This certificate is awarded to

David Bazylak

For his life saving courage under pressure; rendering aid to two distressed kayakers; pulling them to safety under the Destin bridge while on code compliance patrol. His actions brings credit upon himself, Code Compliance Department, and the City of Destin.



Gary Jarvis, Mayor, City of Destin

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Kyle Bauman, City Attorney
Lisa Firth, Parks & Rec Director
Krystal Strickland, Finance Director
Webb Warren, Deputy City Manager
Lance Johnson, City Manager

FROM: Jeffrey Cozadd, Grants Manager

DATE: 7/29/20

SUBJECT: Leonard Destin Park ownership transfer

I. BACKGROUND: Through a partnership with Florida Department of Environmental Protection and The Trust for Public Land, the City will see the parcel of land at 101 Calhoun Avenue transformed into a park, complete with a kayak launch, fruit tree grove, restrooms with outdoor showers, a splash pad, playground, large picnic pavilion and parking.

The site was the original location of Captain Leonard Destin's home in the 1850's.

The park project began in 2015 and construction was completed in July of 2020.

II. DISCUSSION: Construction of the Captain Leonard Destin Park Project is now complete and all final releases and warranties have been secured. An unexecuted draft of the deed transferring ownership of the park from the Trust to the City is attached. A representative from the Trust will be attending the City Council meeting with the executed version of the deed. All that is needed for completion of the transfer of ownership is the acceptance of the deed by the City through the attached Acceptance and Assignment Agreement. The City will also be responsible for recording the deed.

Prudent practice would also have the City purchase an owner's title policy. The land is valued at approximately \$5 million dollars.

This location has been added to our insured property inventory.

- A. **Link to Strategic Goals / Objectives:** 4A4 - Complete Restore Act Projects
- B. **Effect on Budget (EOB):** The Trust for Public Lands has and agreement to provide funding for operations and maintenance of the park for approximately 10 years.
- C. **Level of Service (LOS):** Increased level of service

III. CONCLUSION: By accepting the deed, the City will own the newly renovated Captain Leonard Destin Park. The City will schedule a ribbon cutting ceremony in the near future.

IV. RECOMMENDED MOTION: I move to direct the Mayor to execute the attached Acceptance and Assignment Agreement between the City and Trust for Public Land whereby the City will be transferred the land and all improvement located at Captain Leonard Destin Park and further direct City staff to obtain an owner's title insurance policy for the land in the amount of \$5 million dollars.

Attachments:

1. Warr Deed special TPL-Destin - Capt Leonard Destin Park
2. Final ACCEPTANCE of IMPROVEMENTS AND ASSIGNMENT of WARRANTY (003)
3. Captain Leonard Destin Park - AsBuilt Certification
4. Captain Leonard Destin Park As-built 06 04 20
5. Captain Leonard Destin Park, Certificate of Occupancy
6. Capt Leonard Destin Park - Waiver and Release of Lien
7. Capt Leonard Destin Park - Contractors Affidavit of Payment of Debts and Claims

This Instrument Prepared By:
Peter Fodor, Esq.
The Trust for Public Land
306 North Monroe Street
Tallahassee, Florida 32301

Property Appraiser's Parcel ID Number: 00-2S-22-0630-0000-11A3

**THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES
PURSUANT TO CHAPTER 201.02(6), FLORIDA STATUTES.**

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of the _____ day of June A.D. 2020, between **THE TRUST FOR PUBLIC LAND, a nonprofit California corporation**, whose address is 306 N. Monroe St., Tallahassee, FL 32301, GRANTOR, and **CITY OF DESTIN, FLORIDA**, whose address is 4200 Indian Bayou Trail, Destin, Florida 32541, GRANTEE.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said GRANTOR in hand paid by said GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE, and GRANTEE'S successors and assigns forever, the following described land situate, lying and being in Okaloosa County, Florida, to-wit:

See Exhibit A attached hereto and by this reference made a part hereof.

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed, and to taxes for the current and subsequent years.

TO HAVE AND TO HOLD the same unto the said GRANTEE in fee simple forever.

Grantee acknowledges that the property conveyed hereunder was acquired with funds provided by the Deepwater Horizon Natural Resource Trustees and will be managed in accordance with the applicable federal and State law. This property may not be disposed of in any manner, or used for purposes other than conservation and restoration of natural resources and for passive public outdoor recreation, without the prior written approval of the Regional Director, Southeast Region, U.S. Fish and Wildlife Service and the Director, Office of Habitat Conservation, National Marine Fisheries Service on behalf of the Federal Natural Resource Trustees, and the Division Director for the Division of State Lands, Florida Department of Environmental Protection on behalf of the Florida Trustees.

If any provision, in whole or in part, of this deed restriction should be found to be invalid or unenforceable, it shall not affect the validity of any other provisions within this section which shall continue to bind the parties.

AND the said GRANTOR does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the said GRANTOR, but against none other.

No documentary stamp tax has been paid because, pursuant to Florida Administrative Rule 12B-4.014, the conveyance of real property from a nonprofit organization to any local government is exempt from the documentary stamp tax.

IN WITNESS WHEREOF the GRANTOR has executed these presents, as of the day and year first written.

Signed, sealed and delivered in
the presence of:

**THE TRUST FOR PUBLIC LAND, a
non-profit California corporation**

(Signature of first witness)

By: Peter Fodor

(Printed name of first witness)

Its: Legal Director

(CORPORATE SEAL)

(Signature of second witness)

(Printed Name of second witness)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of June, 2020, by Peter Fodor, as Legal Director of **THE TRUST FOR PUBLIC LAND, a non-profit California corporation**, on behalf of said corporation. He is personally known to me.

Notary Public

(NOTARY PUBLIC SEAL)

EXHIBIT A
LEGAL DESCRIPTION

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF LOT NO. 13, MORENO POINT MILITARY RESERVATION, OKALOOSA COUNTY, FLORIDA, SURVEY OF LOTS; THENCE SOUTH 7 DEGREES 52' 40" WEST ONE HUNDRED (100) FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 7 DEGREES 52' 40" WEST TWO HUNDRED EIGHTY AND FIFTY SIX HUNDREDTHS (280.56) FEET TO THE NORTHEAST CORNER OF LOT NO. 11-A MORENO POINT MILITARY RESERVATION, OKALOOSA COUNTY, FLORIDA, SURVEY OF LOTS; THENCE NORTH 72 DEGREES 08' 50" WEST FOUR HUNDRED EIGHTY EIGHT AND NINETY TWO HUNDREDTHS (488.92) FEET MORE OR LESS TO THE SHORE LINE OF CHOCTAWHATCHEE BAY (PASSING THROUGH AN IRON PIPE IN LINE TWENTY THREE (23) FEET MORE OR LESS FROM THE SHORE LINE OF CHOCTAWHATCHEE BAY); THENCE WITH THE SHORE LINE OF CHOCTAWHATCHEE BAY IN THE NORTHERLY DIRECTION TWO HUNDRED EIGHT (280) FEET MORE OR LESS TO A POINT; SAID POINT BEING SOUTH 7 DEGREES 52' 40" WEST ONE HUNDRED (100) FEET FROM THE NORTHERN BOUNDARY LINE OF SAID LOT NO. 12 OR THE EXTENSION THEREOF; THENCE SOUTH 72 DEGREES 08' 50" EAST FIVE HUNDRED (500) FEET MORE OR LESS TO THE POINT OF BEGINNING. BEING A PORTION OF LOT 12.

Parcel Identification No. 00-2S-22-0630-0000-11A3

FINAL ACCEPTANCE OF PARK CONSTRUCTION AND EQUIPMENT AND ASSIGNMENT OF WARRANTY

THIS Final Acceptance of Park Construction and Equipment and Assignment of Warranty (“**Acceptance and Assignment**”) is made in connection with that certain Donation Agreement (“Donation Agreement”) by and Between **The Trust for Public Land**, a nonprofit California corporation, whose address is 306 North Monroe Street, Tallahassee, Florida 32301 hereafter (“TPL”) and the **City of Destin**, Florida hereafter (“City”) and dated April 3, 2016.

WITNESSETH:

WHEREAS, TPL acquired approximately 3.42 acres of property in Okaloosa County, the City of Destin, Florida (the “Property”) with funds provided by The Florida Department of Environmental Protection (“FDEP”) Gulf Coast Access Program (the “Program Funds”); and

WHEREAS, pursuant to the Donation Agreement TPL agreed to improve the Property with certain “Passive Recreation Improvements” and create a public park for the benefit of the residents of City to be known as “Capt. Leonard Destin Park”; and

WHEREAS, the Passive Recreation Improvements have been substantially completed by TPL at Capt. Leonard Destin Park using the Program Funds and the certificate of Substantial Completion has been certified as of January 20, 2020; and

WHEREAS, it is the desire of the parties that the Passive Recreation Improvements, which have been constructed at Capt. Leonard Destin Park are being transferred to City along with fee simple title to the Property consistent with the terms of the Donation Agreement without cost to the City and free of all liens except only those associated with the construction of improvements, which will remain the responsibility of and be resolved by TPL.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, and Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. In connection with City’s acceptance of the improvements and fee simple title to Capt. Leonard Destin Park, TPL as purchaser of all installed improvements hereby assigns all warranties associated with the improvements to City. TPL shall provide copies of all warranties at the time of this Acceptance and Assignment and conveyance of fee simple title.
2. Having had the opportunity to inspect the improvements, City hereby accepts this assignment and agrees to assume responsibility for the maintenance, repair, replacement and operation of the improvements at Capt. Leonard Destin Park, and

further assumes all liability for the use by the public of Capt. Leonard Destin Park.

3. City acknowledges and agrees, that upon execution of this Acceptance and Assignment, TPL shall have no further responsibility for maintenance, repair, or replacement of the improvements at Capt. Leonard Destin Park. Upon acceptance, City acknowledges and agrees to operate and maintain Capt. Leonard Destin Park consistent with the terms and conditions of the Deepwater Horizon Operation and Maintenance Grant Agreement (the "Grant Agreement") between City and FDEP for the term of the Grant Agreement. Thereafter, City shall maintain and operate Capt. Leonard Destin Park in its sole discretion.
4. Upon execution by City and delivery to TPL of this Acceptance and Assignment, TPL and FDEP shall cease to be liable or responsible for any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, costs, expenses, losses and damages (collectively, "Claims"), and further City hereby waives, releases, remises, acquits and forever discharges TPL and FDEP, their officers, employees, agents, successors and assigns from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines whatsoever, direct or indirect, which City may have after executing this Acceptance and Assignment on account of or in any way arising out of or in connection with damage to Capt. Leonard Destin Park, or injury or death to persons resulting in any way from, or arising out of the use by the public, or the maintenance, repair, replacement of the improvements at Capt. Leonard Destin Park.
5. TPL shall remain responsible for settling any pending payments to its Contractor, or sub-Contractors and resolving construction related liens, or claims, if any, related only to the construction of improvements at Capt. Leonard Destin Park and shall promptly notify City in writing upon full resolution of all construction related claims for the Passive Recreation Improvements. City shall be solely responsible for any and all other monetary claims related to maintenance, repair, replacement, or use of the improvements by the public at Capt. Leonard Destin Park.

IN WITNESS WHEREOF, the parties have executed this Acceptance and Assignment as aforesaid.

ASSIGNOR:
The Trust for Public Land, a
California nonprofit corporation

By: Peter Fodor
Title: Legal Director
Date:_____

AGREED TO AND ACCEPTED BY:
City of Destin, Florida

By:_____
Title: _____
Date:_____

ATTEST:
By: _____



May 21, 2020

Mr. Joe Bodi
City of Destin Public Services Department
4200 Indian Bayou Trail
Destin, FL 32541

**RE: *Captain Leonard Destin Park, Final Development Order No. 17-07-SP;
As-Built Certification***

Dear Mr. Bodi:

The purpose of this letter is to report that the construction of Captain Leonard Destin Park, located at 101 Calhoun Avenue in Destin, Florida, has been substantially completed consistent with the issued Final Development Order 17-07-SP.

The completed site includes the construction of three dry-retention stormwater facilities and associated storm sewer network. All stormwater components have been constructed in accordance with the City of Destin approved design plans and drainage design report and comply with the City of Destin and Florida Department of Environmental Protection design requirements.

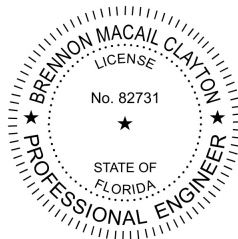
All components of the public accessible routes have been constructed per the City of Destin approved design plans and meet current requirements of the 2010 ADA Standards for Accessible Design. The public accessible routes include ADA-accessible parking spaces, sidewalks, ramps, and crosswalks.

In summary, Captain Leonard Destin Park has been completed consistent with the approved permit drawings and the City of Destin design requirements.

Please feel free to contact me if you have any questions or further comments.

Sincerely,

Brennon Clayton, P.E.
Project Engineer
850-553-3535



Brennon M
Clayton
2020.05.21
16:04:55 -
04'00'

LEGEND

■

SCM

SET CONCRETE MONUMENT

LB NO. 6745 (4"x4")

●

SIR

SET IRON ROD

LB NO. 6745 (5/8")

●

SNC

SET NAIL & CAP

LB NO. 6745

●

REF.PT

REFERENCE POINT

LB NO. 6745

●

WIT.PT

WITNESS POINT

LB NO. 6745

□

FCM

FOUND CONCRETE MONUMENT

(2"x4")

○

FTCM

FOUND TERRA COTTA

MONUMENT

○

FIR

FOUND IRON ROD

○

FNC

FOUND NAIL & CAP

○

FP

FOUND IRON PIPE

○

FPP

FOUND PINCH PIPE

○

PCP

PERMANENT CONTROL POINT

○

PRM

PERMANENT REFERENCE

MONUMENT

LB

LICENSED BUSINESS

NUMBER

BM

BENCH MARK

TM

TEMPORARY BENCH MARK

NAD

NORTH AMERICAN DATUM

DATUM, 1983

NAVD

NORTH AMERICAN

VERTICAL DATUM, 1988

NGVD

NATIONAL GEODETIC

VERTICAL DATUM, 1929

PES

POOLE ENGINEERING &

SURVEYING

DOT

STATE OF FLORIDA

DEPARTMENT OF

TRANSPORTATION

COT

CITY OF TALLAHASSEE

ALTA

AMERICAN LAND TITLE

ASSOCIATION

NSPS

NATIONAL SOCIETY OF

PROFESSIONAL SURVEYORS

SURVEY INFORMATION

DEED INFORMATION

PLATTED DATA

(S)

CALCULATED DATA

(P)

POINT OF COMMENCEMENT

(C)

POINT OF BEGINNING

SEC.

SECTION

T

TOWNSHIP

R

RANGE

O.R.

OFFICIAL RECORDS

Δ

CENTRAL ANGLE

R

RADIUS

L

LENGTH

CH

CHORD BEARING & DISTANCE

PI

POINT OF INTERSECTION

PT

POINT OF TANGENCY

POT

POINT OF TANGENT

PC

POINT OF CURVE

PCC

POINT OF COMPOUND CURVE

PRC

RIGHT-OF-WAY

R/W

CENTER LINE

℄

RAILROAD

R/R

STATE ROAD

SR

STATE ROAD DEPARTMENT

SRD

ELEVATION

ELEV

FINISH ELEVATION

FFE

INVERT ELEVATION

INV

OVERHEAD WIRE

OHW

UTILITY POLE

UP

TELEPHONE

TELE

CONCRETE

CONC

CLEAN OUT

CO

WATER METER

WM

WATER VALVE

WV

FIRE HYDRANT

FH

GAS VALVE

GV

CORRUGATED METAL PIPE

CMP

REINFORCED CONCRETE PIPE

RCP

HIGH DENSITY POLYETHYLENE

HDPE

SANITARY SEWER MANHOLE

SSMH

STORM DRAIN MANHOLE

SDMH

CHAIN LINK FENCE

CLF

MAIL BOX

MB

CABLE TELEVISION

CATV

TELEPHONE PEDESTAL

T-PED

CONCRETE

CONC

WOOD DECK

D.E.P.

DEPARTMENT OF

ENVIRONMENTAL PROTECTION

T.E.C.

TALQUIN ELECTRIC COOPERATIVE

H.O.A.

HOME OWNERS ASSOCIATION

WETLAND

50' WETLAND OFFSET

E

UNDERGROUND

ELECTRIC/POWER

FO

UNDERGROUND

FIBER OPTIC

G

UNDERGROUND

GAS

OHW

OVERHEAD WIRE

SS

UNDERGROUND

SANITARY PIPES

SL

UNDERGROUND

STREET LIGHTS WIRE

SDM

UNDERGROUND

STORM DRAIN PIPES

T

UNDERGROUND

TELEPHONE

W

UNDERGROUND

WATER

NOTES:

1) THE SOLE PURPOSE OF THIS AS-BUILT SURVEY IS TO SHOW HORIZONTAL AND VERTICAL LOCATIONS OF THE RECENTLY INSTALLED STORMWATER, WATER, AND SEWER SYSTEMS, AND SPOT ELEVATIONS THROUGHOUT SITE.

2) OTHER IMPROVEMENTS SHOWN HEREON ARE AS PER PLAN.

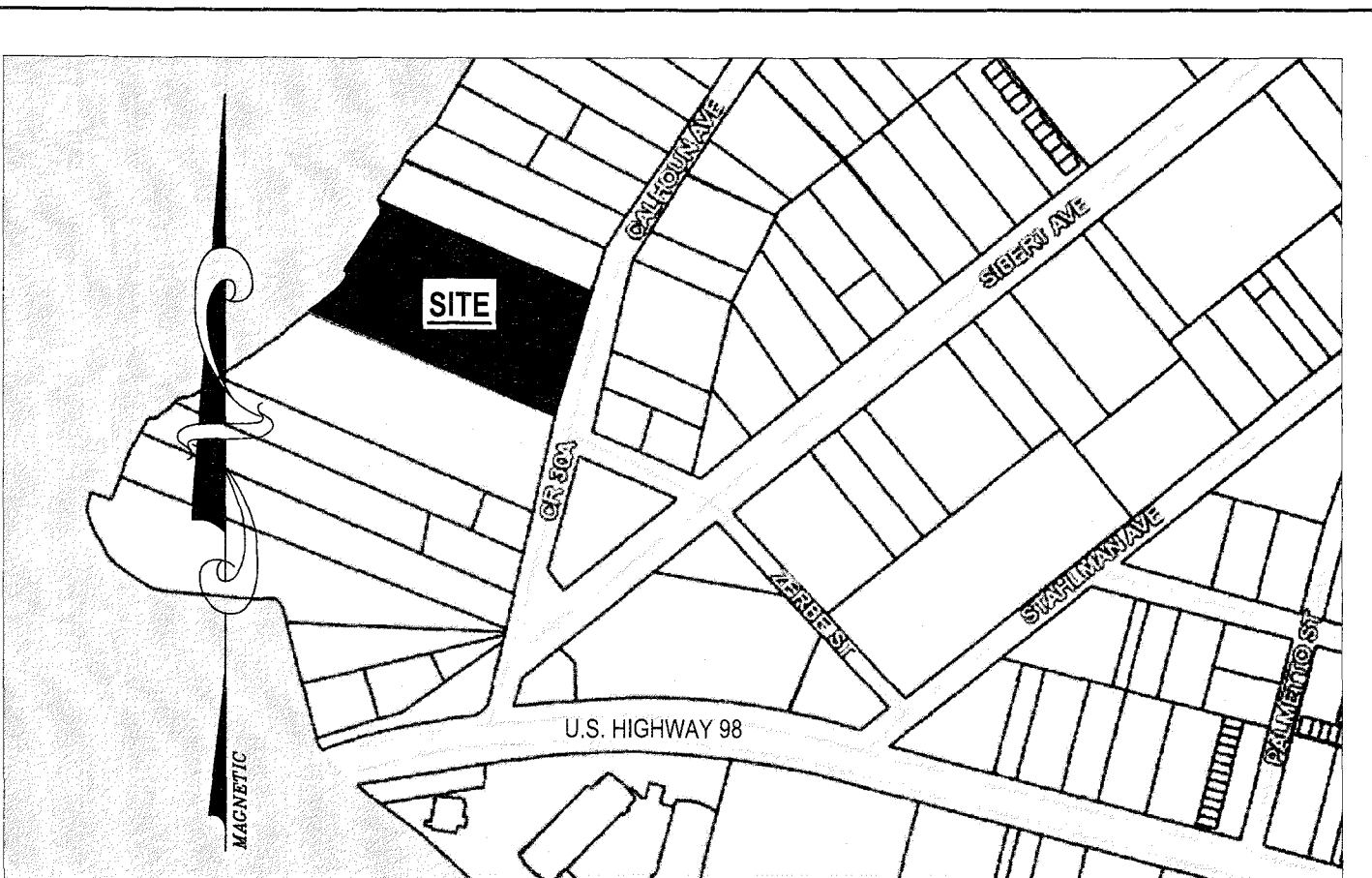
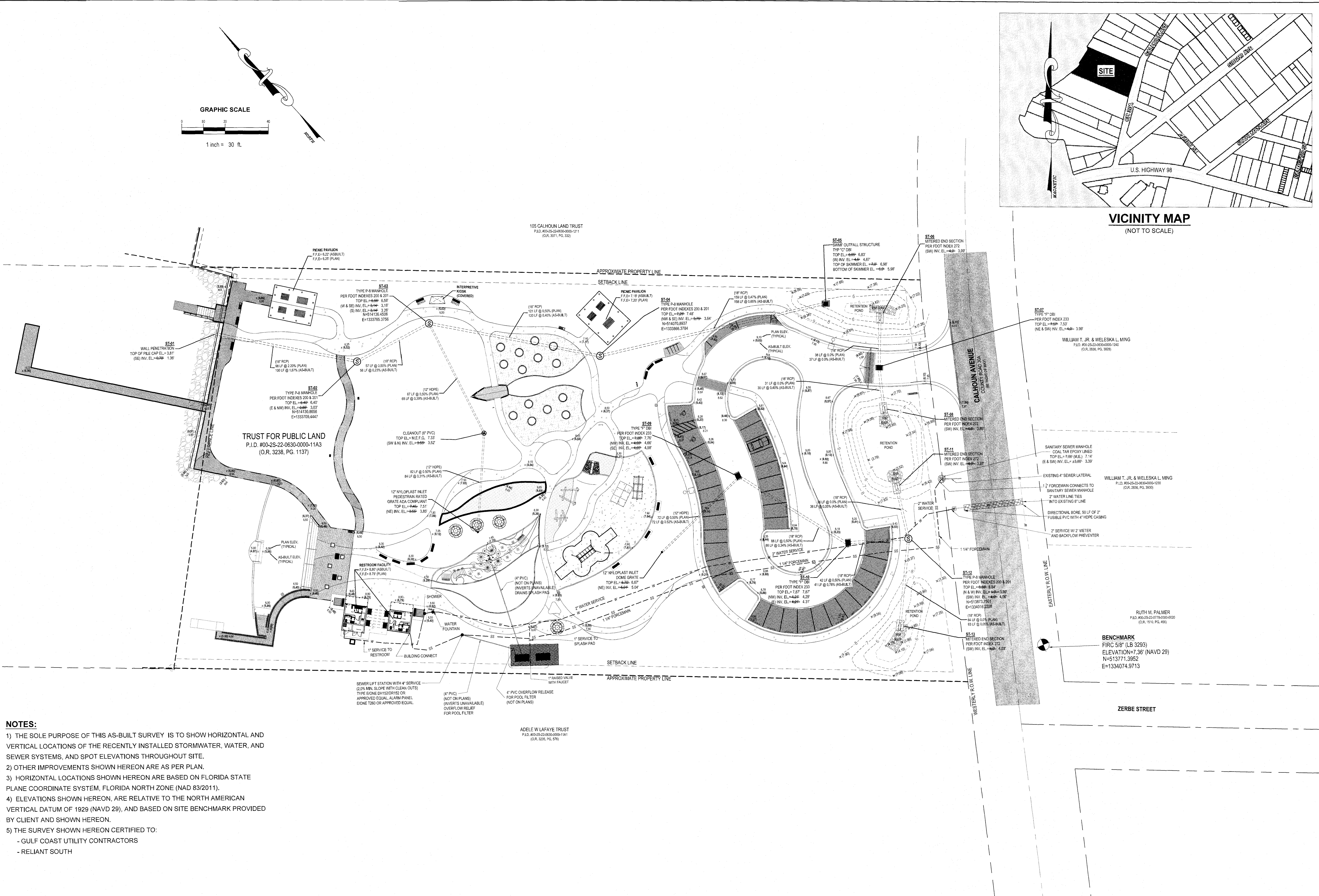
3) HORIZONTAL LOCATIONS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE (NAD 83/2011).

4) ELEVATIONS SHOWN HEREON, ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1929 (NAVD 29), AND BASED ON SITE BENCHMARK PROVIDED BY CLIENT AND SHOWN HEREON.

5) THE SURVEY SHOWN HEREON CERTIFIED TO:

- GULF COAST UTILITY CONTRACTORS

- RELIANT SOUTH



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT BOUNDARIES.

DRAWN BY : CWP

CHECKED BY : JAK

DATE : MARCH 06, 2020

REVISED: ADD KIOSK 06/04/20

REVISED:

REVISED:

SCALE: 1" = 30'

FIELD BOOK: 278 PAGE: 25

SURVEY DATE: APRIL 22, 2020

"NOT A BOUNDARY SURVEY"

SURVEYORS CERTIFICATION:

Thereby certify that the AS-BUILT survey shown hereon meets the minimum technical requirements of subsection 54-7.051, F.A.C., pursuant to section 472.027, F.S., and that all improvements shown hereon have been constructed at the horizontal and vertical locations shown. The undersigned surveyor has not been provided current title opinions or abstracts of matters affecting title or boundaries of the properties shown hereon. It is possible there are deeds of record, unrecorded deeds, easements, or other instruments that could affect the boundaries. The mapped features of the survey have been integrated with mapped features surveyed by others. The undersigned surveyor is responsible only for the mapped features of the constructed improvements. This survey or copies thereof are not valid without the signature and original raised seal of a Florida licensed surveyor and mapper.

JAY ALAN KERI

PROFESSIONAL SURVEYOR & MAPPER NO. 5721

STATE OF FLORIDA

POOLE

ENGINEERING & SURVEYING, Inc.

2145 DELTA BLVD. • TALLAHASSEE, FL. 32303 • (850)386-5117 • LICENSE NO: 6745

• WWW.POOLE-ENG.COM •

STORM, WATER, AND SEWER AS-BUILT SURVEY

CAPTAIN LEONARD PARK

101 CALHOUN AVENUE, DESTIN, FLORIDA 32541

GULF COAST UTILITY CONTRACTOR

SHEET NO.

1

OF 1

JOB NO.

18142

City of Destin

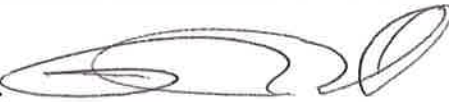
Date _____

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to **The Trust for Public Land** on the following property:

Capt. Leonard Park
Destin, Florida

Contractor: ReliantSouth Construction Group, Inc.

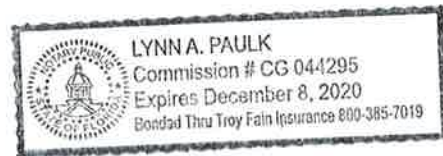
By: 
Printed Name: **Richard Dodd**
Title: President

County of **Bay**
State of **Florida**

Subscribed and sworn before me this 16th day of **July, 2020**


Lynn A. Paulk
Notary Public State of Florida

My Commission Expires: December 8, 2020



AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Capt. Leonard Destin Park	ARCHITECT'S PROJECT NUMBER:	OWNER: ☒
TO OWNER: <i>(Name and address)</i> Trust for Public Land 306 North Monroe Street Tallahassee, Florida 32401	CONTRACT FOR: General Construction CONTRACT DATED: 9/28/17	ARCHITECT: ☒ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐

STATE OF: Florida
COUNTY OF: Bay

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

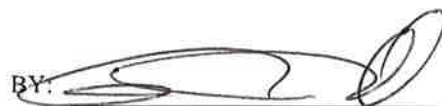
SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
- Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

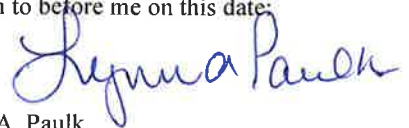
CONTRACTOR: *(Name and address)*
ReliantSouth Construction Group, Inc.
230 W. 5th Street
Panama City, Florida 32401

BY: 

(Signature of authorized representative)

Richard Dodd, President
(Printed name and title)

Subscribed and sworn to before me on this date:

7/8/20 

Notary Public: Lynn A. Paulk
My Commission Expires: December 8, 2020



**CONSENT OF SURETY
TO FINAL PAYMENT**

BOND No. PRF9153478

TO OWNER (Name and Address):

The Trust for Public Land

306 North Monroe Street Tallahassee, FL 32301

PROJECT Captain Leonard Destin Park (a component part of the overall contract scope) -

CONTRACT DATED: September 28, 2017 amended March 8, 2018 and April 20, 2018

In accordance with the provisions of the Contract between the OWNER and the CONTRACTOR as indicated above, the

Fidelity and Deposit Company of Maryland, SURETY,

on bond of

ReliantSouth Construction Group, Inc. 230 W. 5th Street Panama City, FL 32401 CONTRACTOR, hereby approves of the final payment to the CONTRACTOR for this component part of the overall contract scope, and agrees that final payment to the CONTRACTOR shall not relieve the Surety of its obligations to

Trust for Public Land, OWNER, as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 7, 2020

Attest:

(Seal):



Fidelity and Deposit Company of Maryland
(Surety)



(Signature of Attorney in Fact)

George Byron Norris, Attorney-In-Fact
(Printed Name)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **George Byron NORRIS and Jan Marie NELSON, both of Panama City, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 17th day of April, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Dawn E. Brown

By: _____

*Assistant Secretary
Dawn E. Brown*

Gerald F. Haley

*Vice President
Gerald F. Haley*

**State of Maryland
County of Baltimore**

On this 17th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

**Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019**



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of July, 2020.



David McVicker, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Capt. Leonard Destin Park	ARCHITECT'S PROJECT NUMBER:	OWNER: ☒
	CONTRACT FOR: General Construction	ARCHITECT: ☒
TO OWNER: <i>(Name and address)</i> Trust for Public Land 306 North Monroe Street Tallahassee, Florida 32401	CONTRACT DATED: 9/28/17	CONTRACTOR: ☒
		SURETY: ☐
		OTHER: ☐

STATE OF: Florida
COUNTY OF: Bay

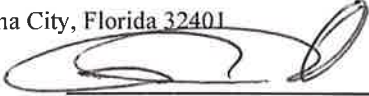
The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
ReliantSouth Construction Group, Inc.
230 W. 5th Street
Panama City, Florida 32401

BY: 

(Signature of authorized representative)

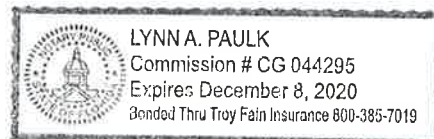
Richard Dodd, President
(Printed name and title)

Subscribed and sworn to before me on this date:

7/8/20

Notary Public: Lynn A. Paulk

My Commission Expires: December 8, 2020



TPL - Captain Leonard Destin Park - Releases**7/2/2020****Final Billing Releases**

Subcontractor	NTO Supplier	Date
American Backflow Inspections		Final
API Coatings		Final
BCL Civil Contractors		Final
BCL Civil Contractors	Construction Materials	Final
BCL Civil Contractors	Ready Mix USA	Final
Boyd Construction Specialties		Final
Brownsville Ornamental Ironworks		Final
C&C Construction of NW FL		Final
Cox Building Corporation		Final
Florida Environmental & Land Services		Final
Graphic Products dba Clear Vision Signs		Final
Gulf South Metals		Final
Lawnscapes of Bay County		Final
Murray's Property Service		Final
Precision Playground Holdings		Final
Rebuilders Corporation		Final
ReliantSouth Construction Group	Gulf Coast Utility Contractors	Final
ReliantSouth Construction Group	SAMM Enterprises dba Samm Electric	Final
ReliantSouth Construction Group	Smith Ironworks	Final
Reyco Contracting Solutions (sub of Rockwell)	Construction Materials	Final
Reyco Contracting Solutions (sub of Rockwell)	Old Castle APG South	Final
Reyco Contracting Solutions (sub of Rockwell)	Sunbelt Rentals	Final
RJ Gorman Marine Construction		Final
RJ Gorman Marine Construction	PeopleReady Florida	Final
Rockwell Corporation		Final
SAMM Enterprises dba Samm Electric	Sequel Electric	Final
Stone Scapes		Final
Stone Scapes	Wausau Tile	Final
System Service & Engineering		Final

Equals - NTO Sent

ReliantSouth Construction Group, Inc.
230 W. 5th Street
Panama City, FL 32401

CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim
a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc.
on the job of (Owner) Trust for Public Land to the following:

Job Name: TPL - Captain Leonard Destin Park
Destin, FL

The undersigned further certifies that all materials, labor, and services furnished or performed by
him or anyone who has furnished materials, labor, or services to the undersigned for use in the
contract has been paid through the date of this instrument (except as listed below) and the
undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost,
including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing
liens or claims by anyone furnishing material, labor or services for use in said project in accordance
with the contract with the undersigned.

Exceptions _____

I hereby certify that all work performed and all materials supplied represent the actual value of
accomplishment under the terms of the contract (and all authorized changes thereto) between the
undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced
project.

Subcontractors Business Name:

Date: 7-14-2020

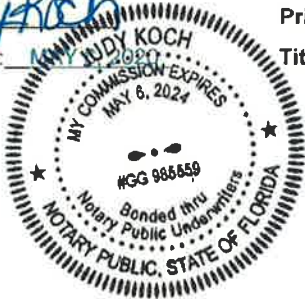
C & C Construction of North West FL, LLC

Subscribed and sworn before me
this 14th day of JULY 2020

By: [Signature]
Authorized Signature

Notary Public [Signature]
My Commission Expires: MAY 6, 2024

Print Name: MATTHEW C SHERRER
Title: MANAGING MEMBER



CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc. on the job of (Owner) Trust for Public Land to the following:

Job Name:

TPL - Captain Leonard Destin Park
Destin, FL

The undersigned further certifies that all materials, labor, and services furnished or performed by him or anyone who has furnished materials, labor, or services to the undersigned for use in the contract has been paid through the date of this instrument (except as listed below) and the undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost, including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing liens or claims by anyone furnishing material, labor or services for use in said project in accordance with the contract with the undersigned.

Exceptions _____

I hereby certify that all work performed and all materials supplied represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced project.

Date: 07-13-2020

Subcontractors Business Name:

American Backflow Inspections, LLC

Subscribed and sworn before me
this 13 day of July 2020

By: Kenneth Fowler
Authorized Signature

Notary Public: [Signature]

Print Name: Kenneth Fowler

My Commission Expires: Dec 8, 2020

Title: OWNER



2

CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc. on the job of (Owner) Trust for Public Land to the following:

Job Name:

TFL - Captain Leonard Desch Park
Orlando, FL

The undersigned further certifies that all materials, labor, and services furnished or performed by him or anyone who has furnished materials, labor, or services to the undersigned for use in the contract has been paid through the date of this instrument (except as listed below) and the undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost, including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing liens or claims by anyone furnishing material, labor or services for use in said project in accordance with the contract with the undersigned.

Exceptions _____

I hereby certify that all work performed and all materials supplied represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced project.

Date: April 22, 2020

Subscribed and sworn before me
this 22nd day of April, 2020

Notary Public Kaylee Jo Hopkin
My Commission Expires: 11/13/2023



Kaylee Jo Hopkin
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG931849
Expires 11/13/2023

Subcontractors Business Name:

API Coatings, LLC.

By: _____

Authorized Signature

Print Name: James Stackhouse

Title: MANAGER

CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc. on the job of (Owner) Trust for Public Land to the following:

Job Name:

Captain Leonard Destin Park

The undersigned further certifies that all materials, labor, and services furnished or performed by him or anyone who has furnished materials, labor, or services to the undersigned for use in the contract has been paid through the date of this instrument (except as listed below) and the undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost, including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing liens or claims by anyone furnishing material, labor or services for use in said project in accordance with the contract with the undersigned.

Exceptions _____

I hereby certify that all work performed and all materials supplied represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced project.

Date: 07/10/2020

Subscribed and sworn before me
this 10th day of July, 2020

Notary Public Logan E. Pitts
My Commission Expires: 08/07/2023

Subcontractors Business Name:

BCL Civil Contractors, Inc.

By: Bryan N. Sullivan

Authorized Signature

Print Name: Bryan N. Sullivan

Title: Corp. Secretary



©

B #1713

E

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

(Section 713.20(5) Florida Statutes)

This instrument Prepared by: HOLLY WATFORD
CONSTRUCTION MATERIALS INC
ATTN:SKYLAR WALL
4350 NORTHERN BLVD
PO BOX 210189
MONTGOMERY AL 361210189
18-1810623

The undersigned lienor, in consideration of the final payment in the amount of \$10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to B.C.L. CIVIL CONTRACTORS, INC. (customer) on the job of TRUST FOR PUBLIC LAND (owner), to the following described property:

101 CALHOUN AVENUE, DESTIN, FLORIDA, NEW PUBLIC PARK, CAPTAIN LEONARD DESTIN PARK AND BEING MORE PARTICULARLY DESCRIBED IN NOTICE OF COMMENCEMENT RECORDED IN OR BOOK 3327 PAGE 3398 PUBLIC RECORDS OKALOOSA COUNTY, FLORIDA. NOC EXPIRES ON 11/30/18. BOND NUMBER PRF9153478.

DATED on JUNE 1, 2020

CONSTRUCTION MATERIALS INC
ATTN:SKYLAR WALL
4350 NORTHERN BLVD
PO BOX 210189
MONTGOMERY AL 361210189

By: Holly Watford
HOLLY WATFORD
CREDIT ANALYST

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 1 day of JUNE, 2020 by HOLLY WATFORD (name of person making statement).

Holly Watford

Signature of Notary Public - State of Florida ☒ Print, type or stamp name of notary public

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced _____



CC: NTO file

<https://www.nacmlampa.com/webwiz/wwz.asp>

24713

Unconditional Waiver and Release of Lien Upon Final Payment

The undersigned lienor, in consideration of the final payment in the amount of \$0.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to BCL CIVIL CONTRACTING, on the job of Trust for Public Land, to the following described property:

BCL CIVIL CONTRACTING
Captain Leonard Park
Destin, Florida 32541

April 17, 2020

Lisa Cannon

Ready Mix USA - Cemex USA
21551 Doc McDuffie Rd
Foley, Alabama, 36535

State of Alabama County of Russell

This instrument was acknowledged before me on this April 16 2020 (Date), by Lisa Cannon (Name), the President (Title) of Ready Mix USA - Cemex USA

Lisa M. Cannon

Notary Public



231 NTO file

10826

CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc. on the job of (Owner) Trust for Public Land to the following property:

Job Name: **Captain Leonard Destin Park**

The undersigned further certifies that all materials, labor, and services furnished or performed by him or anyone who has furnished materials, labor, or services to the undersigned for use in the contract has been paid through the date of this instrument (except as listed below) and the undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost, including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing liens or claims by anyone furnishing material, labor or services for use in said project in accordance with the contract with the undersigned.

Exceptions RETAINAGE - \$2,788.90

I hereby certify that all work performed and all materials supplied represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced project.

Subcontractors Business Name:

Date: 04/27/2020

Boyd Construction Specialties, Inc.

Subscribed and sworn before me
this 27 day of April 2020

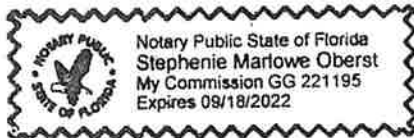
By: Michael Mchullo
Authorized Signature

Notary Public Stephenie Oberst

Print Name: Michael Mchullo

My Commission Expires: 09/18/2022

Title: Sr. Project Manager



C

CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc. on the job of (Owner) Trust for Public Land to the following:

Job Name:

TPL - Captain Leonard Destin Park
Destin, FL

The undersigned further certifies that all materials, labor, and services furnished or performed by him or anyone who has furnished materials, labor, or services to the undersigned for use in the contract has been paid through the date of this instrument (except as listed below) and the undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost, including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing liens or claims by anyone furnishing material, labor or services for use in said project in accordance with the contract with the undersigned.

Exceptions _____

I hereby certify that all work performed and all materials supplied represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced project.

Date:

4/22/20

Subcontractors Business Name:

Brownsville Ornamental Iron Works, Inc.

By:

Authorized Signature

Subscribed and sworn before me
this 22nd day of April 2020

Notary Public

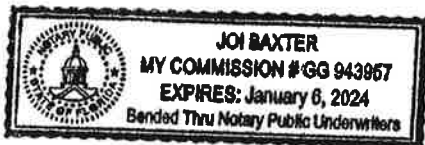
My Commission Expires:

Print Name:

Title:

Todd Greene

Project Engineer



CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc. on the job of (Owner) Trust for Public Land to the following:

Job Name:

TPL - Captain Leonard Destin Park
Destin, FL

The undersigned further certifies that all materials, labor, and services furnished or performed by him or anyone who has furnished materials, labor, or services to the undersigned for use in the contract has been paid through the date of this instrument (except as listed below) and the undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost, including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing liens or claims by anyone furnishing material, labor or services for use in said project in accordance with the contract with the undersigned.

Exceptions _____

I hereby certify that all work performed and all materials supplied represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced project.

Date: 4/24/2020

Subscribed and sworn before me
this 24th day of April 20th 2020

Notary Public Barbara E. Cazimero

My Commission Expires: 8-5-23

Subcontractors Business Name:

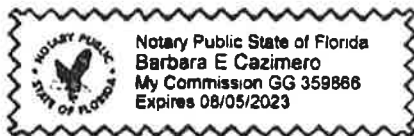
Cox Building Corporation d/b/a Cox Pools

By: _____

Authorized Signature

Print Name: Richard Cox Jr.

Title: President



CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc. on the job of (Owner) Trust for Public Land to the following:

Job Name:

TPL - Captain Leonard Destin Park
Destin, FL

The undersigned further certifies that all materials, labor, and services furnished or performed by him or anyone who has furnished materials, labor, or services to the undersigned for use in the contract has been paid through the date of this instrument (except as listed below) and the undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost, including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing liens or claims by anyone furnishing material, labor or services for use in said project in accordance with the contract with the undersigned.

Exceptions _____

I hereby certify that all work performed and all materials supplied represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced project.

Date: 7/9/18

Subscribed and sworn before me
this 9th day of July 2018

Notary Public Belena A. Jenkins

My Commission Expires: 4/10/22

Subcontractors Business Name:

Florida Environmental & Land Services, Inc.

By: Elva L. Peppers

Authorized Signature

Print Name: Elva L. Peppers

Title: President



BELENA AJENKINS
Commission # GG 205728
Expires April 10, 2022
Bonded Thru Budget Notary Services

1713-R
①

CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc. on the job of (Owner) Trust for Public Land to the following:

Job Name:

TPL - Captain Leonard Destin Park
Destin, FL

The undersigned further certifies that all materials, labor, and services furnished or performed by him or anyone who has furnished materials, labor, or services to the undersigned for use in the contract has been paid through the date of this instrument (except as listed below) and the undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost, including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing liens or claims by anyone furnishing material, labor or services for use in said project in accordance with the contract with the undersigned.

Exceptions _____

I hereby certify that all work performed and all materials supplied represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced project.

Date: 4/23/2020

Subscribed and sworn before me
this 23 day of April 2020

Notary Public Rebecca Caminero
My Commission Expires: Jan. 15, 2024

Subcontractors Business Name:

Graphic Products Excellence, Inc. dba Clear Vision Signs

By: [Signature]
Authorized Signature

Print Name: Gary Suris
Title: President



Rebecca Caminero
Comm. #GG947713
Expires: Jan. 15, 2024
Bonded Thru Aaron Notary

CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc. on the job of (Owner) Trust for Public Land to the following:

Job Name:

TPL - Captain Leonard Destin Park
Destin, FL

The undersigned further certifies that all materials, labor, and services furnished or performed by him or anyone who has furnished materials, labor, or services to the undersigned for use in the contract has been paid through the date of this instrument (except as listed below) and the undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost, including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing liens or claims by anyone furnishing material, labor or services for use in said project in accordance with the contract with the undersigned.

Exceptions _____

I hereby certify that all work performed and all materials supplied represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced project.

Date: 07/06/2020

Subcontractors Business Name:

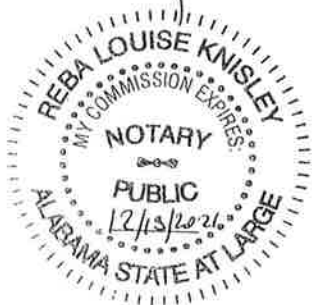
Gulf South Metals, LLC

Subscribed and sworn before me
this 6th day of July, 2020

By: Michael Sparks
Authorized Signature

Notary Public Reba Louise Knisley
My Commission Expires: 12/13/2021

Print Name: Michael Sparks
Title: Resident



①

CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc. on the job of (Owner) Trust for Public Land to the following:

Job Name:

TPL - Captain Leonard Destin Park
Destin, FL

The undersigned further certifies that all materials, labor, and services furnished or performed by him or anyone who has furnished materials, labor, or services to the undersigned for use in the contract has been paid through the date of this instrument (except as listed below) and the undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost, including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing liens or claims by anyone furnishing material, labor or services for use in said project in accordance with the contract with the undersigned.

Exceptions _____

I hereby certify that all work performed and all materials supplied represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced project.

Date: 7-10-20

Subscribed and sworn before me
this 10 day of July 2020

Notary Public Kristen Eubanks
My Commission Expires: 7-26-24

Subcontractors Business Name:

Lawnsapes of Bay County, Inc.

By: [Signature]
Authorized Signature

Print Name: Sean Daly
Title: Project Mgr.



CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc. on the job of (Owner) Trust for Public Land to the following:

Job Name:

TPL - Captain Leonard Destin Park
Destin, FL

The undersigned further certifies that all materials, labor, and services furnished or performed by him or anyone who has furnished materials, labor, or services to the undersigned for use in the contract has been paid through the date of this instrument (except as listed below) and the undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost, including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing liens or claims by anyone furnishing material, labor or services for use in said project in accordance with the contract with the undersigned.

Exceptions None

I hereby certify that all work performed and all materials supplied represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced project.

Date: 05-19-2020

Subcontractors Business Name:

Murray's Property Service LLC

Subscribed and sworn before me
this 19th day of MAY 2020

By: [Signature]
Authorized Signature

Notary Public [Signature]

Print Name: Stephen Murray

My Commission Expires: 05-12-2023

Title: Owner



CERTIFICATE OF THE SUBCONTRACTOR

**FINAL
WAIVER AND RELEASE OF LIEN**

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc. on the job of (Owner) Trust for Public Land to the following:

Job Name:

TPL - Captain Leonard Destin Park
Destin, FL

The undersigned further certifies that all materials, labor, and services furnished or performed by him or anyone who has furnished materials, labor, or services to the undersigned for use in the contract has been paid through the date of this instrument (except as listed below) and the undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost, including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing liens or claims by anyone furnishing material, labor or services for use in said project in accordance with the contract with the undersigned.

Exceptions _____

I hereby certify that all work performed and all materials supplied represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced project.

Date: 7/16/20

Subscribed and sworn before me
this 16th day of July, 2020

Notary Public

My Commission Expires:



Stacey A Pyle
Comm. #GG327861
Expires: August 23, 2023
Bonded Thru Aaron Notary

Subcontractors Business Name:

Precision Playgrounds Holdings Inc

By: Kristina Cole
Authorized Signature

Print Name: Kristina Cole
Title: Accounting Specialist

CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim
a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc.
on the job of (Owner) Trust for Public Land to the following:

Job Name: TPL - Captain Leonard Destin Park
Destin, FL

The undersigned further certifies that all materials, labor, and services furnished or performed by
him or anyone who has furnished materials, labor, or services to the undersigned for use in the
contract has been paid through the date of this instrument (except as listed below) and the
undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost,
including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing
liens or claims by anyone furnishing material, labor or services for use in said project in accordance
with the contract with the undersigned.

Exceptions _____

I hereby certify that all work performed and all materials supplied represent the actual value of
accomplishment under the terms of the contract (and all authorized changes thereto) between the
undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced
project

Date: July 7th 2020

Subscribed and sworn before me
this 7th day of July 2020

Notary Public Lisa D. Freeland
My Commission Expires: April 28, 2023

Subcontractors Business Name:

Rebuilders Coporation

By: [Signature]
Authorized Signature

Print Name: Michael I. Salt

Title: President



6

CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc. on the job of (Owner) Trust for Public Land to the following:

Job Name: Captain Leonard Destin Park

The undersigned further certifies that all materials, labor, and services furnished or performed by him or anyone who has furnished materials, labor, or services to the undersigned for use in the contract has been paid through the date of this instrument (except as listed below) and the undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost, including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing liens or claims by anyone furnishing material, labor or services for use in said project in accordance with the contract with the undersigned.

Exceptions _____

I hereby certify that all work performed and all materials supplied represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced project.

Date: 7-10-2020

Subscribed and sworn before me
this 10 day of July 2020

Notary Public Staci Corbin

My Commission Expires: 03-23



Subcontractors Business Name:

Gulf Coast Utility Contractors, LLC

By: [Signature]

Authorized Signature

Print Name: Jammi Sweeney

Title: J.P.

CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc. on the job of (Owner) Trust for Public Land to the following

Job Name:

Captain Leonard Destin Park

The undersigned further certifies that all materials, labor, and services furnished or performed by him or anyone who has furnished materials, labor, or services to the undersigned for use in the contract has been paid through the date of this instrument (except as listed below) and the undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost, including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing liens or claims by anyone furnishing material, labor or services for use in said project in accordance with the contract with the undersigned.

Exceptions RETAINAGE CHECK FOR \$9735.51

I hereby certify that all work performed and all materials supplied represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced project.

Date: 7-10-20

Subcontractors Business Name:

SAMM Enterprises, Inc. dba SAMM Electric

Subscribed and sworn before me
this 10 day of July, 2020

By: Melanie D. Adams

Authorized Signature

Notary Public Jenice Armstrong
My Commission Expires: _____

Print Name: MELANIE D. ADAMS

Title: PRESIDENT



RS #1913

E

CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to **ReliantSouth Construction Group, Inc.** on the job of (Owner) **Trust for Public Land** to the following:

Job Name:

TPL - Captain Leonard Destin Park
Destin, FL

The undersigned further certifies that all materials, labor, and services furnished or performed by him or anyone who has furnished materials, labor, or services to the undersigned for use in the contract has been paid through the date of this instrument (except as listed below) and the undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost, including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing liens or claims by anyone furnishing material, labor or services for use in said project in accordance with the contract with the undersigned.

Exceptions _____

I hereby certify that all work performed and all materials supplied represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced project.

Date: December 31, 2019

Subcontractors Business Name:

Smith Ironworks, Inc.

Subscribed and sworn before me
this 31st day of December 2019

By: _____

Authorized Signature

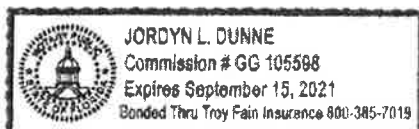
Notary Public

Jordyn L. Dunne
Jordyn L. Dunne

Print Name: Joel Topper

My Commission Expires: September 15, 2021

Title: Project Manager



CC: NTO FIK

©

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

(Section 713.20(5) Florida Statutes)

This instrument Prepared by: DANIELLE HART
CONSTRUCTION MATERIALS INC
ATTN:SKYLAR WALL
4350 NORTHERN BLVD
PO BOX 210189
MONTGOMERY AL 361210189
18-1833377

The undersigned lienor, in consideration of the final payment in the amount of \$10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to REYCO CONTRACTING SOLUTIONS LLC (customer) on the job of TRUST FOR PUBLIC LAND (owner), to the following described property:

101 CALHOUN AVENUE, DESTIN, FLORIDA, NEW PUBLIC PARK, CAPTAIN LEONARD DESTIN PARK AND BEING MORE PARTICULARLY DESCRIBED IN NOTICE OF COMMENCEMENT RECORDED IN OR BOOK 3327 PAGE 3398 PUBLIC RECORDS OKALOOSA COUNTY, FLORIDA. NOC EXPIRES ON 11/30/18. BOND NUMBER PRF9153478.

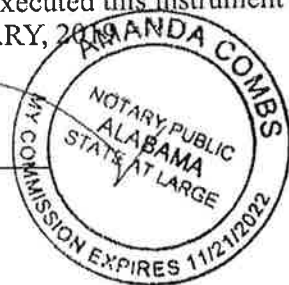
DATED on JANUARY 4, 2019

CONSTRUCTION MATERIALS INC
ATTN:SKYLAR WALL
4350 NORTHERN BLVD
PO BOX 210189
MONTGOMERY, AL 361210189

By: Danielle Hart
DANIELLE HART
CREDIT ANALYST

Before me, personally appeared, DANIELLE HART, the CREDIT ANALYST of CONSTRUCTION MATERIALS INC, who produced _____ as identification or is personally known to me, and who did take an oath, and acknowledged to and before me that he/she executed this instrument for the purposes therein expressed on behalf of said entity, this 4 day of JANUARY, 2019.

Chanda Combs
Notary Public; State of Florida
My Commission Expires:



12 #1713

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WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

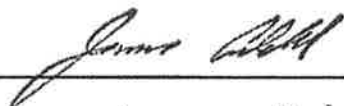
The undersigned lienor, in consideration of the final amount of **\$10** hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to **Reyco Contracting Solutions LLC - 1013909582** on the job of **TRUST FOR PUBLIC LAND** to the following described property:

NTO: - in OKALOOSA COUNTY, FLORIDA Recorded: 12/10/2018
Street: 101 Calhoun Ave, Destin, FL, 32541-1503

CAPTAIN LEONARD PARK

DATED on **January 07, 2019**

OLDCASTLE APG SOUTH, INC.

By: 

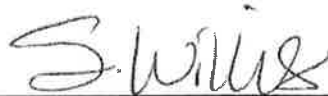
Printed Name: **James Caldwell**

Title: **Finance manager**

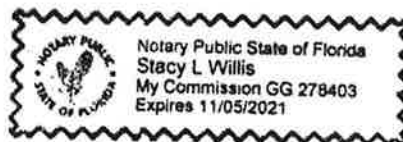
STATE OF FLORIDA

COUNTY OF **Dillsborough**

Sworn to and subscribed before me on **January 07, 2019**, who is personally known to me.



Notary



NOTE: This statutory form is prescribed by Section 713.20, FLORIDA STATUTES, and a lienor is not required to furnish a waiver or release of lien that is different from this statutory form.

R #1713

E



Sunbelt Rentals
1275 W Mound St.
Columbus, OH 43223

(800) 508-4756

**UNCONDITIONAL WAIVER AND RELEASE UPON
FULL AND FINAL RELEASE PAYMENT**

The undersigned has been PAID IN FULL for all labor, services, equipment or material furnished to:

Reyco Contracting Solutions

(Customer to Sunbelt Rentals)

New Park Destin

(Name of project or job site)

(General Contractor or Owner)

Said property and project is commonly known as the project, located at:

101 Calhoun Ave

(Street address of project or job site)

Destin FL 32541

(City, state and zip code address of project or job site)

The undersigned does hereby waive and release any right to a Mechanic's Lien, Stop Notice or any right against a labor and material bond on the job.

Waiver of Lien signed this date of January 4, 2019

Signature of Account Administrator

Notary Public Signature and Stamp



JENNIFER L. EDWARDS

NOTARY PUBLIC
STATE OF OHIO

My Commission Expires
June 20, 2019

CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim
a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc.
on the job of (Owner) Trust for Public Land to the following:

Job Name:

Captain Leonard Destin Park

The undersigned further certifies that all materials, labor, and services furnished or performed by
him or anyone who has furnished materials, labor, or services to the undersigned for use in the
contract has been paid through the date of this instrument (except as listed below) and the
undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost,
including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing
liens or claims by anyone furnishing material, labor or services for use in said project in accordance
with the contract with the undersigned.

Exceptions _____

I hereby certify that all work performed and all materials supplied represent the actual value of
accomplishment under the terms of the contract (and all authorized changes thereto) between the
undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced
project.

Date: 7/14/20

Subscribed and sworn before me
this 14 day of July 2020

Notary Public [Signature]
My Commission Expires: 2/28/24

Subcontractors Business Name:

RJ Gorman Marine Construction, LLC

By: [Signature]
Authorized Signature

Print Name: Justin Gorman

Title: President



#1713

E



Unconditional Waiver and Release Upon Final Payment

The undersigned has been paid in full for all labor, services, equipment or material

furnished to RJ GORMAN CONSTRUCTION LLC
(Customer)

on the job of 131 CALHOUN AVE
(Owner)

located at 131 CALHOUN AVE DESTIN FL 32541
(Job Address)

and does hereby waive and release any right to mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$ _____

PeopleReady, Inc.

By: Bul Chap Date: 6/10/19

Notice to persons signing this waiver: this document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you

CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc. on the job of (Owner) Trust for Public Land to the following:

Job Name:

TPL - Captain Leonard Destin Park
Destin, FL

The undersigned further certifies that all materials, labor, and services furnished or performed by him or anyone who has furnished materials, labor, or services to the undersigned for use in the contract has been paid through the date of this instrument (except as listed below) and the undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost, including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing liens or claims by anyone furnishing material, labor or services for use in said project in accordance with the contract with the undersigned.

Exceptions _____

I hereby certify that all work performed and all materials supplied represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced project.

Date: 2/7/2020

Subscribed and sworn before me
this 7th day of FEB 2020

Notary Public Cynthia Davila
My Commission Expires: 4/18/2021

Subcontractors Business Name:

Rockwell Corporation

By: [Signature]
Authorized Signature

Print Name: Raul Ramos

Title: President



CYNTHIA DAVILA
COMMISSION# GG91508
EXPIRES: APR 18, 2021

S #1713

E

FINAL UNCONDITIONAL RELEASE OF LIEN

The undersigned lien or, in consideration of the payment in the amount of \$0.00 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to SAMM ELECTRIC on the job CAPTAIN LEONARD PARK, 101 CALHOUN AVE DESTIN, FL 32541 through 6/25/20.

Dated this 25th day of JUNE, 2020.

In addition, this waiver shall not operate to waive any lien or bond rights held by any other division of Sequel Electrical Supply, LLC, for materials furnished on this project.

Sequel Electrical Supply, LLC

By: Mitch Taylor

Mitch Taylor, Vice President

State of Mississippi

County of Clarke

The foregoing instrument was acknowledged before me this 25th day of JUNE, 2020 by Mitch Taylor as Credit Manager of Sequel Electrical Supply, LLC, a Delaware Corporation, on behalf of the corporation. He is personally known to me or has produced sufficient identification and did not take an oath.

Angela Rawson

Notary Public

My commission expires: 10-17-21



CC: NTO File

©

CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc. on the job of (Owner) Trust for Public Land to the following

Job Name

TPL - Captain Leonard Destin Park
Destin, FL

The undersigned further certifies that all materials, labor, and services furnished or performed by him or anyone who has furnished materials, labor, or services to the undersigned for use in the contract has been paid through the date of this instrument (except as listed below) and the undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost, including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing liens or claims by anyone furnishing material, labor or services for use in said project in accordance with the contract with the undersigned.

Exceptions _____

I hereby certify that all work performed and all materials supplied represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced project.

Date: 4/22/2020

Subscribed and sworn before me
this 22 day of April 2018 2020

Notary Public JoDeana A. Burgess
My Commission Expires: 7/17/2021

Subcontractors Business Name:

Stone Scapes, Inc.

By: [Signature]
Authorized Signature

Print Name: Robert Reeder
Title: President



JoDeana A. Burgess
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG125209
Expires 7/17/2021

S#1713

E

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

7/1/12

CC: NTO File

C

CERTIFICATE OF THE SUBCONTRACTOR

FINAL
WAIVER AND RELEASE OF LIEN

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to ReliantSouth Construction Group, Inc. on the job of (Owner) Trust for Public Land to the following:

Job Name:

TPL - Captain Leonard Destin Park
Destin, FL

The undersigned further certifies that all materials, labor, and services furnished or performed by him or anyone who has furnished materials, labor, or services to the undersigned for use in the contract has been paid through the date of this instrument (except as listed below) and the undersigned agrees to indemnify ReliantSouth Construction Group, Inc. and the owner for any cost, including attorney's fees, incurred by ReliantSouth Construction Group, Inc. and the owner in removing liens or claims by anyone furnishing material, labor or services for use in said project in accordance with the contract with the undersigned.

Exceptions _____

I hereby certify that all work performed and all materials supplied represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and ReliantSouth Construction Group, Inc. relating to the above referenced project.

Date: July 10, 2020

Subscribed and sworn before me
this 10th day of July 2020

Notary Public

Traci Lynn Record
My Commission Expires: 12-02-2023

Subcontractors Business Name:

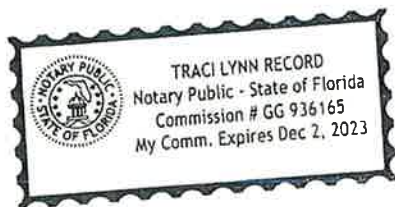
System Service & Engineering, LLC

By: Bruce E Kuhnel

Authorized Signature

Print Name: Bruce E Kuhnel

Title: CEO





July 8, 2020

Trust for Public Land
306 North Monroe Street
Tallahassee, Florida 32401

To Whom it May Concern:

Please be advised that Builders Risk will cease to exist once ReliantSouth has been paid in full per the contract documents as a "Certificate of Substantial Completion" has been issued. The Builders Risk Policy period ends on August 31, 2020 and will not be renewed, however the Owner will need to obtain insurance prior to the above occurrences.

Sincerely,

A handwritten signature in blue ink that reads 'Lynn A. Paulk'.

Lynn A. Paulk
Contract Administrator/Accounting Manager

• Solutions • Value • Trust •



Panama City (850) 215-5540 • Miramar Beach (850) 269-6842

www.ReliantSouth.com

July 8, 2020

Trust for Public Land
306 North Monroe Street
Tallahassee, Florida 32401

To Whom it May Concern:

ReliantSouth knows of no substantial reason the attached Certificates of Insurance would not be renewed per the Contract Documents.

Sincerely,

A handwritten signature in blue ink, reading "Lynn A. Paulk". The signature is written in a cursive, flowing style.

Lynn A. Paulk
Contract Administrator/Accounting Manager

• Solutions • Value • Trust •

230 West 5th Street
Panama City, FL 32401

CGC1508082 CGC052036 CUC056741

495 Grand Boulevard Suite 206
Miramar Beach, FL 32550



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2020

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

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

PRODUCER Al Purmort Insurance Agency 3340 Bee Ridge Road Sarasota FL 34239	CONTACT NAME: Joanne Smith	
	PHONE (A/C, No, Ext): 941-924-3808	FAX (A/C, No): 941-924-8799
INSURED ReliantSouth Construction Group, Inc. 230 West 5th Street Panama City FL 32401	E-MAIL ADDRESS: joanne@alpurmort.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Cincinnati Indemnity Company	
	INSURER B : AUTO OWNERS INS CO	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC #		
23280		
18988		

COVERAGES

CERTIFICATE NUMBER: 576511573

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER	Y	Y	ENP0527259	5/30/2020	5/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 H&NO Auto Liability \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	Y	Y	5079111500	5/30/2020	5/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y	Y	ENP0527259	5/30/2020	5/30/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				Y/N	N/A		PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: Insured's operations for certificate holder; regarding the General Liability, The Trust for Public Land is included as an Additional Insured, coverage is Primary & Non-Contributory and Waiver of Subrogation applies per form GA2330207. Per Project Aggregate applies per form GA1011204. Regarding the Auto Liability, The Trust for Public Land is included as an Additional Insured, coverage is Primary & Non-Contributory. Waiver of Subrogation applies per form 89303(6-10). In regards to the umbrella, The Trust for Public Land is included as additional insured and a waiver of subrogation applies.

CERTIFICATE HOLDER**CANCELLATION**

The Trust for Public Land
306 North Monroe Street
Tallahassee FL 32301

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

AUTHORIZED REPRESENTATIVE

Clyde Allen Purmort

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2020

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

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

PRODUCER Acentria Insurance - Panama City 306 E 19th St Panama City FL 32405 INSURED ReliantSouth Construction Group Inc 230 W. 5th Street Panama City FL 32401	CONTACT NAME: Lisa Frederickson PHONE (A/C, No, Ext): 850-257-2984 E-MAIL ADDRESS: lisa.frederickson@acentria.com FAX (A/C, No): 850-257-2991 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Property Casualty Insurance Company</td> <td>36161</td> </tr> <tr> <td>INSURER B : Builders Mutual Insurance Company</td> <td>10844</td> </tr> <tr> <td>INSURER C : Tokio Marine Specialty Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Insurance Company	36161	INSURER B : Builders Mutual Insurance Company	10844	INSURER C : Tokio Marine Specialty Insurance Company	23850	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C : Tokio Marine Specialty Insurance Company	23850														
INSURER D :															
INSURER E :															
INSURER F :															

License#: L100460
RELICON-01

COVERAGES

CERTIFICATE NUMBER: 728145217

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED ☐ RETENTION \$			ZUP31M8576920NF	5/30/2020	5/30/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP 1045823 04	5/30/2020	5/30/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Package			PPK2140252	5/30/2020	5/30/2021	Per Incident 2,000,000

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

EXCESS:
Travelers Excess policy is in excess of the \$5,000,000 Cincinnati Primary umbrella policy.

PROFESSIONAL and POLLUTION:
Policy Aggregate \$2,000,000

See Attached...

CERTIFICATE HOLDER

CANCELLATION

The Trust for Public Land
 306 North Monroe Street
 Tallahassee FL 32301
 USA

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

AUTHORIZED REPRESENTATIVE

Chad H. Lynd

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Acentria Insurance - Panama City		NAMED INSURED ReliantSouth Construction Group Inc 230 W. 5th Street Panama City FL 32401
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

RE: Insured's Operations for certificate holder; regarding the excess and pollution, The Trust for Public Land is included as additional insured, coverage is primary & non-contributory. Waiver of subrogation applies in favor of The Trust for Public Land in regards to excess and pollution.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020**TYPE OF AGENDA ITEM:** Action Item**TO:** City Council**THRU:** Lance Johnson, City Manager**FROM:** Kyle Bauman, City Attorney
Kimberly Kopp, Land Use Attorney**DATE:** July 29, 2020**SUBJECT:** Termination of Utility and Solid Waste/Garbage Disposal Services to the City's transient boat slips at Royal Melvin Heritage Park

I. BACKGROUND: On June 2, 2020, the City Manager received an invoice from the Destin Fishing Fleet, Inc. ("DFF") relating to the City's three transient slips located at 206 Harbor Boulevard. The City Attorney drafted a proposed responsive letter to send to DFF denying any liability on the matter. The letter also contained a paragraph terminating the utility services and solid waste/garbage disposal services that DFF allegedly provides to the City at these slips.

II. DISCUSSION: The June 2, 2020 Invoice from DFF to the City alleges that the City owes DFF for previously unbilled "utility expenses" and "dock maintenance" fees for the previous ten years. DFF alleges these fees stem from the May 4, 2010 Amendment to Lease Agreement for Riparian Rights executed by and between the City and DFF (the "Lease"). In relation to "utility expenses," DFF relies on paragraph 5(B) & (E) of the Lease.

Paragraph 5(B) & (E) of the Lease states:

MELVIN, or his tenants, will have the same obligations other tenants within the DESTIN FISHING FLEET as to the following expenses:

...

B. Utility expenses for the MELVIN boat slips on a prorata basis if on the same system as DESTIN FLEET. If MELVIN requests separate utilities it will be at MELVIN'S own expense.

...

E. Solid waste/garbage disposal fees on a prorata basis if on the same system as DESTIN FLEET. If MELVIN desires separate solid waste/garbage disposal, it

will be at MELVIN'S own expense.

At the June 15, 2020, City Council meeting, the City Council directed no further action on this matter. The City also denies that it has ever received the benefit of any utility or solid waste/garbage disposal services provided by DFF. Therefore, it should not be charged for any of these alleged "services." Nevertheless, to clear up any potential legal argument in the future, the City's attorneys recommend that the City send DFF a letter specifically terminating the provision of all utility and solid waste/garbage disposal services at the City's transient slips.

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

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to direct the City Attorney to send the attached draft letter to counsel for the Destin Fishing Fleet, Inc.

Attachments:

1. City letter to DFF - Termination of utility and garbage & solid waste disposal services - draft



ANCHORS ♦ SMITH ♦ GRIMSLEY

A PROFESSIONAL LIMITED COMPANY

ATTORNEYS AND COUNSELORS AT LAW

909 MAR WALT DRIVE, SUITE 1014

FORT WALTON BEACH, FL 32547-6711

(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX

WWW.ASGLEGAL.COM

C. LEDON ANCHORS

JAMES W. GRIMSLEY

STEVEN B. BAUMAN

C. JEFFREY MCINNIS

RICHARD P. PETERMANN**

TIMOTHY W. SHAW

SHIRAZ A. HOSEIN

N. GRESHAM FOSTER, LL.M.

JAY PATEL

KYLE S. BAUMAN

KATE HENDERSON

* ALSO ADMITTED IN ALABAMA

+ ALSO ADMITTED IN WYOMING

August __, 2020

Via Email

Chesser & Barr, PA
Attn: Michael Chesser, Esq.
1201 Eglin Parkway
Shalimar, FL 32579

**Re: City of Destin, Florida Submerged Land Lease with Destin Fishing Fleet, Inc. –
Termination of Utilities and Solid Waste/Garbage Disposal Services**

Dear Mr. Chesser,

My law firm represents the City of Destin, Florida (the “City”). I am sending this letter to you instead of directly to your client not because the City wishes to further escalate any matter between the parties, but rather to ensure that I am compliant with the Florida Bar’s Rules of Professional Conduct. If your client has not retained you on this specific matter, please forward this letter to Mary Anne Windes as the representative of DFF and let me know that I am free to contact her directly regarding this matter.

Even though the City disputes that it uses and enjoys any of the utilities provided to other tenants at the docks at the City’s three transient dock slips located in the riparian interest of the City’s Royal Melvin Heritage Park, please accept this letter as formal notice requiring DFF to terminate the provision of any and all utilities to the City’s three transient dock slips. Additionally, even though the City disputes that it uses and enjoys any solid waste/garbage disposal services provided to other tenants at the docks in the riparian interest of the City’s Royal Melvin Heritage Park, please consider this letter formal notice requiring DFF to terminate any solid waste/garbage disposal services it may provide to the City’s three transient dock slips.

Please contact me directly if you or your client wishes to discuss this matter further. Due to the pending litigation between our clients, City administration and elected officials will respectfully decline any audience with your client moving forward.

Sincerely,

ANCHORS SMITH GRIMSLEY, PLC

Kyle S. Bauman, Esq.
City Attorney
Anchors Smith Grimsley
909 Mark Walk Drive
Suite 1014
Fort Walton Beach, FL 32547

Cc: Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Kimberly Kopp, City Land Use Attorney
Destin City Councilmembers & Mayor

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM: Lance Johnson, City Manager

DATE: July 29, 2020

SUBJECT: Request for Direction Relating to Norriego Point Embayments

I. BACKGROUND: At the July 6, 2020, City Council meeting, the City Council directed City staff to contact FDEP to determine if they are amenable to allowing only non-motorized vessels in the northern most embayment closest to the tip of Norriego Point.

II. DISCUSSION: Correspondence between the City and FDEP subsequent to the Council's July 6 direction is attached.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

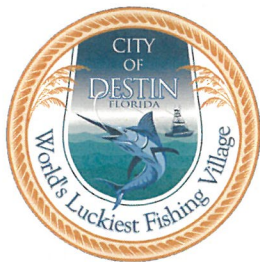
C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: Council's discretion.

Attachments:

1. 07.08.20 Letter to FDEP - Norreigo Point embayments
2. City of Destin ltr Norriego 07-20-20



Office of the City Manager

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

July 8, 2020

Via email

Florida Department of Environmental Protection, Division of State Lands
Attn: Callie DeHaven
3900 Commonwealth Blvd. MS 100
Tallahassee, FL 32399
Callie.DeHaven@FloridaDEP.gov

RE: City of Destin, Florida -- Norriego Point Embayments

Dear Ms. DeHaven,

On June 29, 2020, the City held a public workshop regarding the Norriego Point Embayments (the "Embayments"). Even though we were disappointed that FDEP elected not to attend and participate in something we view as a collaborative project, the City Council, staff, and public spent over an hour discussing this matter. Many public health and safety concerns were raised. To iterate the primary concern, the City Council fears that mixing boats and swimmers creates a dangerous environment which will inevitably lead to catastrophic propeller related accidents. Moreover, the number of boats that can be fit in the Embayments is miniscule compared to the vast number of boaters that can pull in on the Harbor side of Norriego Point. For these reasons, the City Council believes the relatively minor access concerns described in FDEP's May 8, 2020 letter to the City, pales in comparison to the serious public safety concerns.

Nevertheless, the City Council respects FDEP's position. Therefore, at its July 6, 2020, regularly scheduled meeting, the City Council directed me to inquire whether FDEP may be amenable to agreeing to opening only the Northern most Embayment to non-motorized boating vessels. This solution would seemingly balance both the City and FDEP's public safety and access concerns as motorized vessels could stay on the highly boat accessible Harbor side of Norriego Point, while swimmers and non-propeller boats would stick to the much more passive recreation friendly East Pass side of Norriego Point.

Thank you for your consideration. We look forward to working with you towards a resolution on this matter.

Sincerely,

Lance A. Johnson
City Manager



Cc: Kyle Bauman, City Attorney
Kimberly Kopp, City Land Use Attorney



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

July 20, 2020

Lance A. Johnson
Destin City Manager
4200 Indian Bayou Trail
Destin, FL 32541

Dear Mr. Johnson,

Thank you for your July 8th letter. We are pleased to hear the City is working toward ensuring the embayments at Norriego Point can be accessed by both swimmers and boaters in a manner that protects the safety of the swimmers. As we mentioned back in October, opening some embayments to boaters only and others to swimmers only would be a logical way to accomplish this.

You asked whether FDEP would support the City limiting embayment access to non-motorized boats. Evidently the Deepwater Horizon Natural Resource Damage Assessment Trustees did not believe there were restrictions on the type of boats allowed to access the embayments before awarding the \$10.2 million for the project because their project description expressly states the "new embayments will provide additional swimming areas as well as more space for boats and kayaks to pull in" (www.gulfspillrestoration.noaa.gov/project?id=41). This is not surprising given the Trustees' demonstrated commitment to supporting full public access to the Gulf and its beaches. It is also consistent with the City's application. The application commits to opening the embayments to boats in several places, but it makes no mention of limiting access to non-motorized vessels. In fact, to illustrate the need for the funding, the City included a photo (Figure 1) depicting several "recreational boaters as well as fishing and sightseeing boats" parked in the exact spot of the northern most embayment and all of the boats appear to have motors.

Thank you again for seeking our input prior to the City Council's meeting on this matter. We look forward to working alongside of the City in its many endeavors to enhance public recreation and access to some of the State's most beautiful resources.

Sincerely,

A handwritten signature in blue ink that reads "Callie DeHaven".

Callie DeHaven
Director, Division of State Lands

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lisa Firth, Parks & Rec Director
Karen Jankowski, HR Manager
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Webb Warren, Deputy City Manager

DATE: 7/30/20

SUBJECT: Approve the use of Morgan Sports Center Parking Lot for a COVID-19 Drive Thru Testing Site. (Administered by the Okaloosa County Health Department and EMS)

I. BACKGROUND: COVID-19 has drastically impacted Destin businesses and visitors since early 2020. Testing sites that are easily accessible are extremely important to the health and safety of Destin residents and businesses. Destin staff has been in regular communication with the Okaloosa County Health Department and other agencies inquiring about additional testing opportunities for the Destin area.

II. DISCUSSION:

Some specifics for the request as outlined by the Okaloosa County Health Department (OCHD):

Plan to continue testing through December.

Currently doing Community Points of Testing (C-POTs) on Tues and Thurs mornings - 7-11a.m. This is subject to change based on weather/supplies/special events and we would work with the City to confirm availability.

OCHD has a trailer with supplies, no supplies would be left on site and they would remove trash upon completion.

OCHD would ask for access to bathrooms for OCHD staff only.

Okaloosa County Sheriff Office has been supporting OCHD for traffic control and security.

OCHD has a limited use agreement (attached. OCHD is limited to the language in this document due to sovereign immunity limitations of liability as a state agency. OCHD can share insurance policies, if necessary.

OCHD is hoping to host testing in Destin as early as next week.

The OCHD did provide a draft agreement that the City Attorney has reviewed and attached to this item. OCHD has also attempted to secure other sites in the Destin area but has not been successful thus far.

- A. **Link to Strategic Goals / Objectives:** High Quality of Life and Safety for Residents
- B. **Effect on Budget (EOB):** NONE
- C. **Level of Service (LOS):** Increased Level of Service

III. CONCLUSION: Staff respectfully requests from council the authority to enter into an agreement with the Okaloosa Health Department to allow the Morgan Sports Center eastern parking lot to be used as a drive-thru COVID-19 testing center as outlined in their request. The Health Department would be able to add the Morgan Sports Center to the testing site rotation across the county, which would result in possible use of the site a couple of times a month.

IV. RECOMMENDED MOTION: I move to allow a portion of the Morgan Sports Center to be used as a Covid-19 testing site and authorize the City Manager to execute the agreement with the State of Florida Health Department.

Attachments:

1. Limited Use License Agreement
Testing Event - City edits

**TESTING EVENT
LIMITED USE LICENSE AGREEMENT
BETWEEN**

STATE OF FLORIDA, DEPARTMENT OF HEALTH

OKALOOSA COUNTY HEALTH DEPARTMENT

AND

CITY OF DESTIN, FLORIDA

This Limited Use License Agreement ("Agreement") is entered into this _____ day of _____, 2020, by and between the State of Florida, Department of Health, Okaloosa County Health Department ("Health Department") and the City of Destin, Florida (the "City").

WHEREAS, the Health Department is responsible to conduct programs for the prevention and control of communicable diseases and vaccine-preventable diseases, pursuant to section 381.003, Florida Statutes ("F.S."); and

WHEREAS, the State Surgeon General and State Health Officer has determined that Coronavirus Disease 2019 (COVID-19) is a threat to public health in Florida and issued a Declaration of Public Health Emergency on March 1, 2020; and

WHEREAS, the Health Department is interested in establishing a temporary site on the City's property where community residents have been identified as in need of medical services with limited access to existing facilities; and

WHEREAS, the City has space available on its premises sufficient to accommodate the testing site and expected clients and has offered the use of this available space to the Health Department;

NOW, THEREFORE, the parties agree as follows:

The City's responsibilities:

1. The City hereby grants to the Health Department an exclusive limited duration revocable right, privilege and license to access and use that portion of the premises designated by the City, as determined in its sole and absolute discretion, for the COVID-19 testing event on the dates and hours described herein.

2. The City acknowledges that this space and its surrounding areas shall be open to the clients of the Health Department and other members of the general public in order to obtain and receive COVID-19 testing provided by the Health Department.

3. The City agrees to allow the Health Department to include its name and address on all communication materials informing the public of the services

of the testing site and its availability to the residents of _____ Okaloosa County, Florida.

Health Department responsibilities:

1. The Health Department will offer COVID-19 testing at the site on _____ the City's premises on agreed upon days and times.

2. The Health Department shall provide, at Health Department's sole cost and expense, all services, supplies and equipment required for the COVID-19 testing event. The Health Department will display signage that indicates that the testing is being provided by the Health Department.

3. The Health Department shall conduct the COVID-19 testing in full compliance with all applicable governmental requirements. Health Department represents and warrants that: (i) Health Department has all authorizations, licenses and permits that are necessary to conduct the COVID-19 testing; (ii) Health Department and its employees, guests, invitees, agents, contractors and representatives (the "Health Department Parties") will not violate any laws, regulations, rules or governmental requirements in connection with, or during the testing event; and (iii) Health Department shall ensure that the COVID-19 testing event is carried out in a safe and controlled manner.

4. The Health Department shall maintain all records and conduct any epidemiological investigation and monitoring for identified COVID-19 Persons Under Investigation and COVID-19 cases resulting from the execution of this Agreement.

Testing Event Information:

Testing Event Location:

Event Hours:

Beginning Date:

End Date:

Health Department Contact Information:

Phone:

Email:

Fax:

_____ Contact Information:

Phone:

Email:

Fax:

I. Terms and Conditions:

A. Laws

Both parties agree to abide by all local, state and federal laws.

B. Information Security and Confidentiality

The Health Department shall maintain confidentiality of all data, files, and records including patient records related to the services provided pursuant to this Agreement and will comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65 and 456.057, F.S.

C. Liability and Insurance

Each party who is a state agency or subdivision, as defined in section 768.28, F.S., agrees to be fully responsible only to the extent provided by section 768.28, F.S., for the negligent acts or omissions or tortious acts of its own employees, agents or principals which result in claims or suits against the other party (parties), and agrees to be liable for any damages proximately caused by said acts or omissions or torts. Each party, at its expense, shall maintain ordinary property and liability insurance to the extent authorized by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida, including the City, to be sued by third parties in any matter arising out of this Agreement. No state agency or subdivision indemnifies any other party or person.

D. Amendment

This Agreement contains all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement may be amended at any time in writing and signed by both parties.

E. Effective Date, Term, Termination

This Agreement shall become effective upon the signature of both parties and remain in effect until otherwise agreed to by the parties. This Agreement may be terminated by either party without cause upon no less than 30 days written notice to the other party, unless a lesser time is mutually agreed upon in writing by both parties. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

F. Independent Parties

The parties expressly agree that no relationship of employer/employee, principal agent, lessee/lessor, or other association shall be created by this Agreement between the parties or their directors, officers, agents, or employees. The parties agree that they will never incur any obligations on the part of the other party.

G. Inspector General

To the extent applicable, both parties acknowledge and understand their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), F.S.

H. Financial Obligations

Both parties agree to be responsible for their own costs associated with performing its respective obligations under this Agreement. In the event of a dispute under this Agreement, both parties are responsible for their own attorney fees and costs. Venue for any legal action arising from this Agreement will be in the circuit court of the county of the Health Department (Okaloosa).

I. Authority to Bind Principals

The persons executing this Agreement on behalf of their respective agency parties hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Agreement on behalf of the agency for which they sign.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

HEALTH DEPARTMENT

Name:

Name:

Title:
Date: _____

Title:
Date: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM: Karen Jankowski, HR Manager

DATE: July 20, 2020

SUBJECT: Complaint Policy Status & Updates

I. BACKGROUND: July 20, 2020 Council Meeting - Motion to direct the City Attorney and/or staff members contact Mr. Jeff McInnis, Okaloosa County School Board Attorney, and work with him to immediately update the City's policy and procedures regarding external complaints received and investigative procedures.

It was also requested that an update be provided at every council meeting as staff moves forward with this document.

II. DISCUSSION: Human Resources (HR) contacted the City Attorney on July 21st requesting for a copy of the School Boards complaint policy. July 22nd, HR received a copy of the policy which was provided to the City Manager and Deputy City Manager. Scheduled virtual meeting is set for Friday, July 31st to discuss both the City policy and the provided School Board policy. Recommendations will be requested at that meeting.

A. Link to Strategic Goals / Objectives: Transparent and Equitable Governance

B. Effect on Budget (EOB):

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

III. CONCLUSION: Staff continues to work on this project and will continue to provide updates at Council Meetings as requested.

IV. RECOMMENDED MOTION: No motion necessary

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020**TYPE OF AGENDA ITEM:** Action Item

TO: City Council**THRU:** Kyle Bauman, City Attorney
Jeffrey Cozadd, Grants Manager
Lance Johnson, City Manager
Krystal Strickland, Finance Director**FROM:** Webb Warren, Deputy City Manager**DATE:** 7/27/20**SUBJECT:** Purchase and Sell Agreements for Three Beach Parcels

I. BACKGROUND: On March 18, 2019 staff provided a presentation to Council identifying the need for public beach as well as opportunities in the Crystal Beach area to be used for future beach parks. At that meeting, The City Council committed \$2,000,000 from the unassigned fund balance to help pursue any possible acquisition opportunities (ATTCH2).

On January 6, 2020 the Destin City Council voted to adopt the 2020 Strategic Plan which prioritized Beach Acquisition as the top priority for Fiscal Year 2020 council objectives (ATTCH3).

On February 18, 2020 the Destin City Council allocated additional dollars from 75% of half-cent surtax revenue. Depending on future revenue amounts, those funds could range from \$7,000,000 to \$9,600,000. Council also authorized staff to work with the Trust for Public Land to negotiate beach acquisition opportunities and bring back to Council for consideration in accordance with state statutes (ATTCH4).

Destin staff has been working with the Okaloosa County Tourist Development Council, Okaloosa County Staff, the Trust for Public Land and other partners on the Destin Public Beach Initiative. Okaloosa County and the TDC has allocated \$13,000,000 in acquisition funds for this project.

Council also approved for the City to pursue funding opportunities through Triumph Gulf Coast. Triumph funding is being pursued but that process has suffered some delays due to numerous challenges associated with the COVID-19 pandemic. Staff continues to work hard to pursue this funding opportunity.

II. DISCUSSION: The City of Destin has pledged \$9,000,000 and Okaloosa County \$13,000,000 for potential beach acquisitions. The Trust for Public Land has been negotiating with three properties adjacent to the Shore of Crystal Beach Park.

Three properties proposed for acquisition are shown on the attached general location map (ATTCH5). All three are under an option/purchase agreement with the Trust for Public Land. The combined cost of these acquisitions is \$10.6 Million plus some ancillary closing costs which are (estimated under 50,000). The properties are located adjacent to either side of the existing City of Destin owned Shore of Crystal Beach Park. Two of the properties are expected to close fairly quickly (property to the west and easternmost lot). The lot between the City park and the easternmost lot per the agreement is not expected to close until sometime in 2021, as the owner has requested to secure another investment property due to tax implications.

The attached Purchase Agreements (ATTCH 6-8) for all three parcels constitute offers from the Trust for Public Land to the City for purchase of all three parcels. City staff will bring these Purchase Agreements back to the City Council for approval in 30 or more days and once the issues surrounding the lot between the City park and the easternmost lot is fully negotiated. Should this one parcel not be able to be secured for whatever reason, staff would move forward with an alternate "Plan B" park design for the properties, pending Council approval.

Funding for the initial set of acquisitions is proposed to be funded with the following ratio -- 59% County (TDC) (\$6.28+ Million) and 41% City (\$4.37-Million), based on the dollars pledged by the City and the County.

If approved, an interlocal agreement would be developed between the City and Okaloosa County addressing general development concepts for the park, park development design and construction progression, park construction funding, and potentially any key operational rules. If acquired, because it is abutting an existing City park (Shore at Crystal Beach) it is proposed that these parcels would be City owned as a City Park for all other issues. Because tourism tax dollars were used, a deed restriction would be required with the property prohibiting any sale or lease of the property without the formal approval of the County Commission.

It is recommended that the City Council's TDC Representative Parker Destin present the attached presentation (ATTCH1) and beach initiative to the Board of County Commissioners on Tuesday, August 4th

A. Link to Strategic Goals / Objectives: #1 Priority Council Objective - Public Beach Initiative/Acquisition of Beach Front

B. Effect on Budget (EOB):

		FY 2021 Tentative Appropriation	FY2021 Impact
ORG	30558312 Oka 1/2 Penny	2,000,000	2,000,000
	TBD Debt Funding*	2,370,000	2,370,000
		4,370,000	4,370,000
OBJ	561000 Land		
PROJ	CM001 Beach Acquisition		

*Debt funding will refund the General Fund in an amount yet to be determined to ensure proper fund balances are maintained.

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

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to direct City staff to bring these three purchase agreements back to Council for approval as soon as legally possible, direct City staff and the City's attorneys to work with the County staff and County Attorney to draft an interlocal agreement between the City and County relating to this matter, and designate TDC representative Councilmember Destin as the Council's representative on this matter and direct him to present the matter to the County Commission at its meeting on August 4, 2020.

Attachments:

1. ATTCH1-
Beach_acquisition_presentation
2. ATTCH2-March18_2019_Minutes
3. ATTCH3-Jan6_2020_Minutes
4. ATTCH4-Feb18_2020_Minutes
5. ATTCH5-BeachAcquisitionPIC
6. ATTCH6-PS TPL to Destin - Crystal
Beach East EXP1
7. ATTCH7-PS TPL to Destin - Crystal
Beach East EXP2

8. ATTCH8-PS TPL to Destin - Crystal Port
9. ATTCH9-2968 Scenic Highway 98
_Exp1
10. ATTCH10-2970 Scenic Hwy
98_Exp2
11. ATTCH11-Crystal Port
12. ATTCH12 2968 Scenic Hwy 98
EXP1 w Addenda Signed
13. ATTCH13- 2970 Scenic Hwy Destin
EXP2 w Addenda
14. ATTCH14-2942 Scenic 98 Destin
Cryst Port w Addenda



Public Beach Initiative

August 2020
Update



DESTIN
FORT
WALTON
BEACH
FLORIDA



The Need for Public Beach



“So how do I, as an 18-year citizen of Destin, gain access to the water? Walk over people in the public area? The public area boundaries are not marked, so what if I “trespass” onto the “private” beach. The tourists have no idea what is going on or where to set up on the beach.” – **Email to council from a concerned Destin resident.**

“I own a house and live year round in Crystal Shores, Crystal Beach, Destin. We went to the beach on the 4th of July at 8:00 AM with out-of-town guests and **were shocked that we could barely find a place by the water to put our 4 chairs.** There weren't many people there at that early time, but the beach up by the water was packed with empty chairs and umbrellas from the vendors.” – **Email to council from a concerned Destin resident.**

“I am not usually one to write about being disappointed in something I have done or somewhere I have been, but this really has gotten me upset. **After 12 great years of enjoying our yearly vacations to the Destin area, sadly we will not be returning to the area. While the Gulf Coast is hard to beat with the beauty and ease of vacationing, you have now blocked the beach for us second class visitors.**” – **Email to council from a concerned visitor.**





A2 Wednesday, August 8, 2018 | The Destin Log

LOCAL

Lines in the sand

A look at the gradual privatization of Destin's world-class beaches

"... He was forced to come to the small sliver of beach access before sunrise every morning to reserve a spot for his family before people were 'packed like sardines' in the one small section of public beach." – The Destin Log, Aug. 8, 2018

"Nine of the city's public beach accesses, dispersed throughout the Crystal Beach and Scenic Highway 98 areas, have a combined total of less than a half mile of public beach. Some of the smallest beach accesses in the city are Tarpon Street, the Shores at Crystal Beach and Pompano Street, which have roughly 11.5, 40 and 50 feet of public sand, respectively." – The Destin Log, Aug. 8, 2018

"We love Destin... but, next year we will not come back if there's a fight for the beach." – The Destin Log, Aug. 8, 2018



DESTIN
FORT
WALTON
BEACH
FLORIDA



Partners in Public Beach Acquisitions



THE
TRUST
FOR
PUBLIC
LAND

Acquiring Public Beach is the Destin City Council's Top Priority in the City's Adopted 2020 Strategic Plan

The Destin City Council has pledged \$9,000,000 to this initiative



Board of County Commissioners/TDC has Pledged \$13,000,000 to beach acquisition





Density of Rentals in Crystal Beach

Henderson Beach State Park

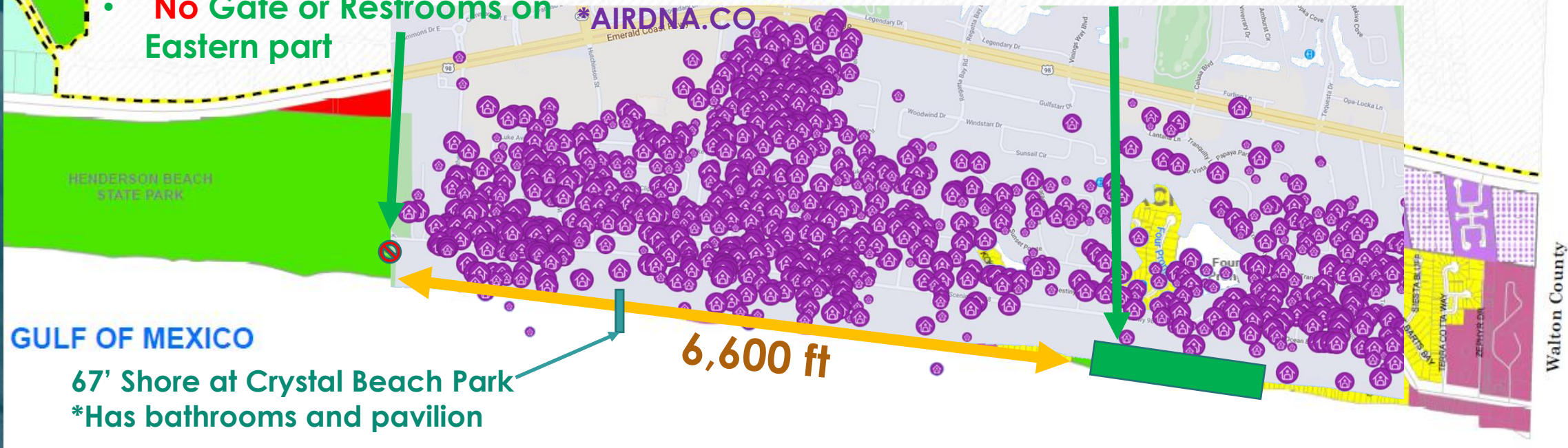
- 1 Mile/~5,500 ft of Beach
- Entry Fee Required
- **No Gate or Restrooms on Eastern part**

Short-term rental
icons sized by
advertised
occupancy

*AIRDNA.CO

James Lee Park (Okaloosa County)

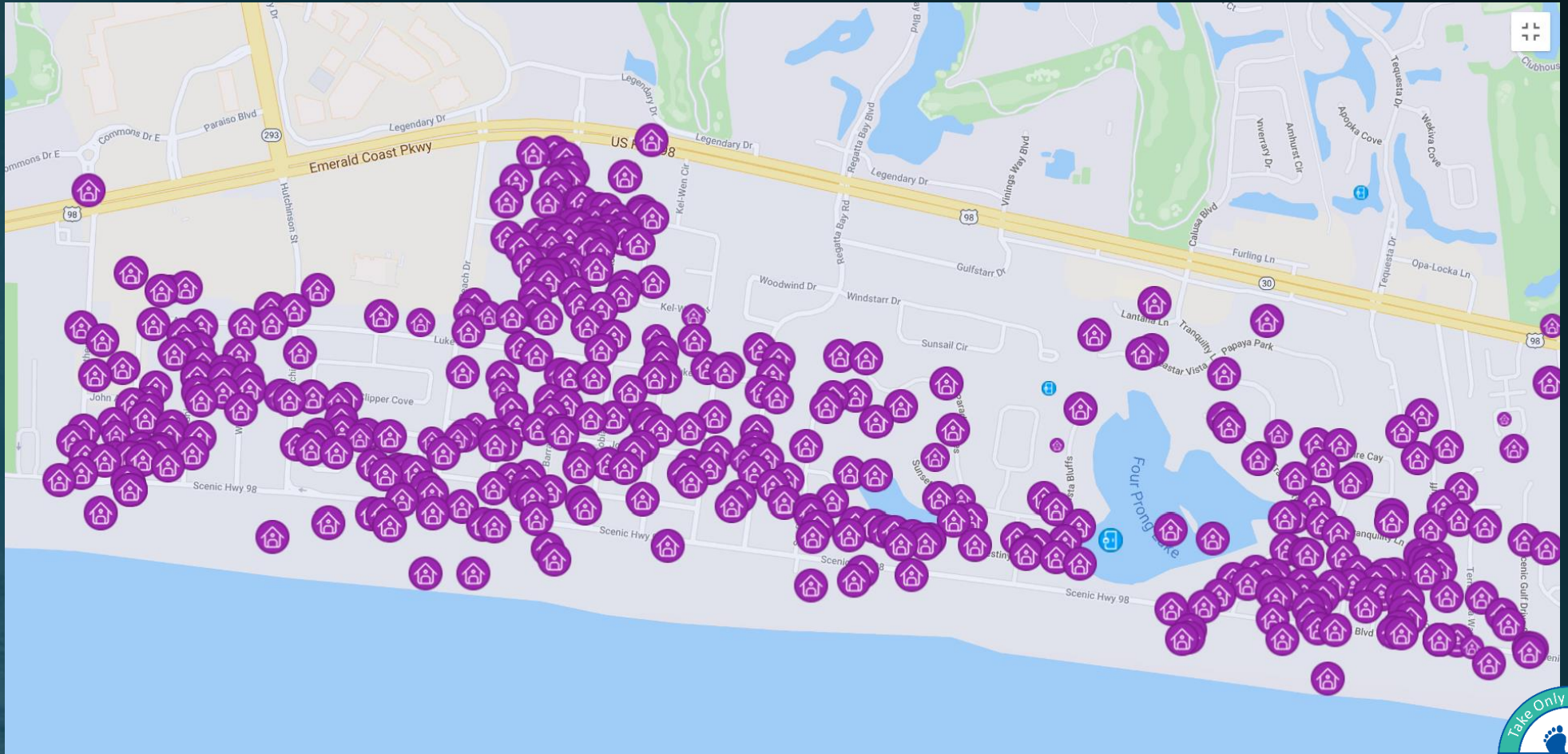
- 1500 ft of beach (1/4 mile)
- Restrooms, Parking and Pavilions

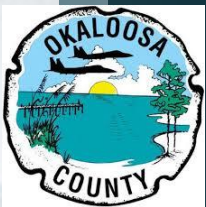




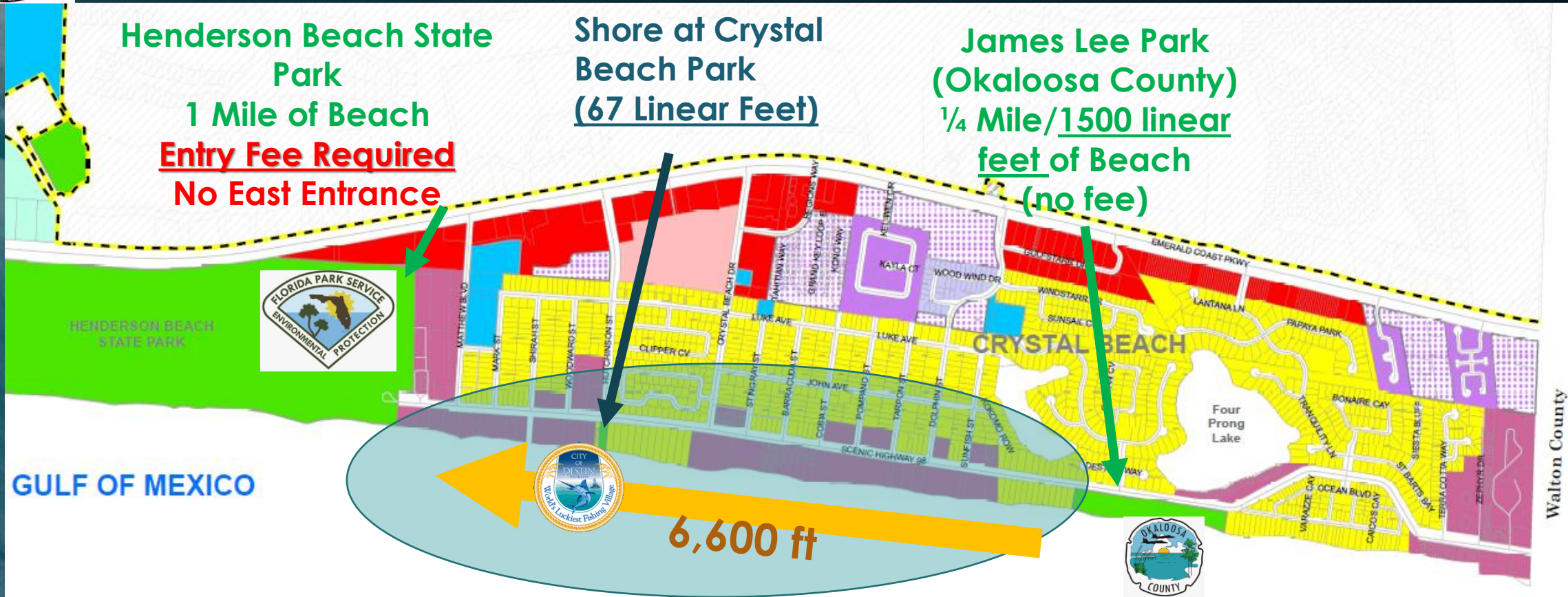
5 bedrooms or more in Crystal Beach

*AirDNA

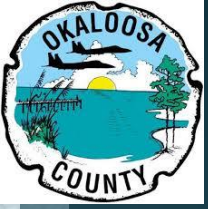




Crystal Beach



Further west from James Lee Park, the higher the need for beach parks

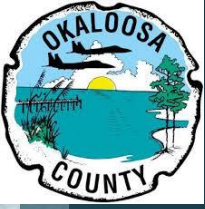


Quick Facts about The Shore at Crystal Beach Park and Target Parcels



- Existing Shore of Crystal Beach Park has an existing parking lot, pavilion and some restrooms
- Existing Shore of Crystal Beach Park is 67' wide





Quick Facts about Shore of Crystal Beach Park and Target Parcels



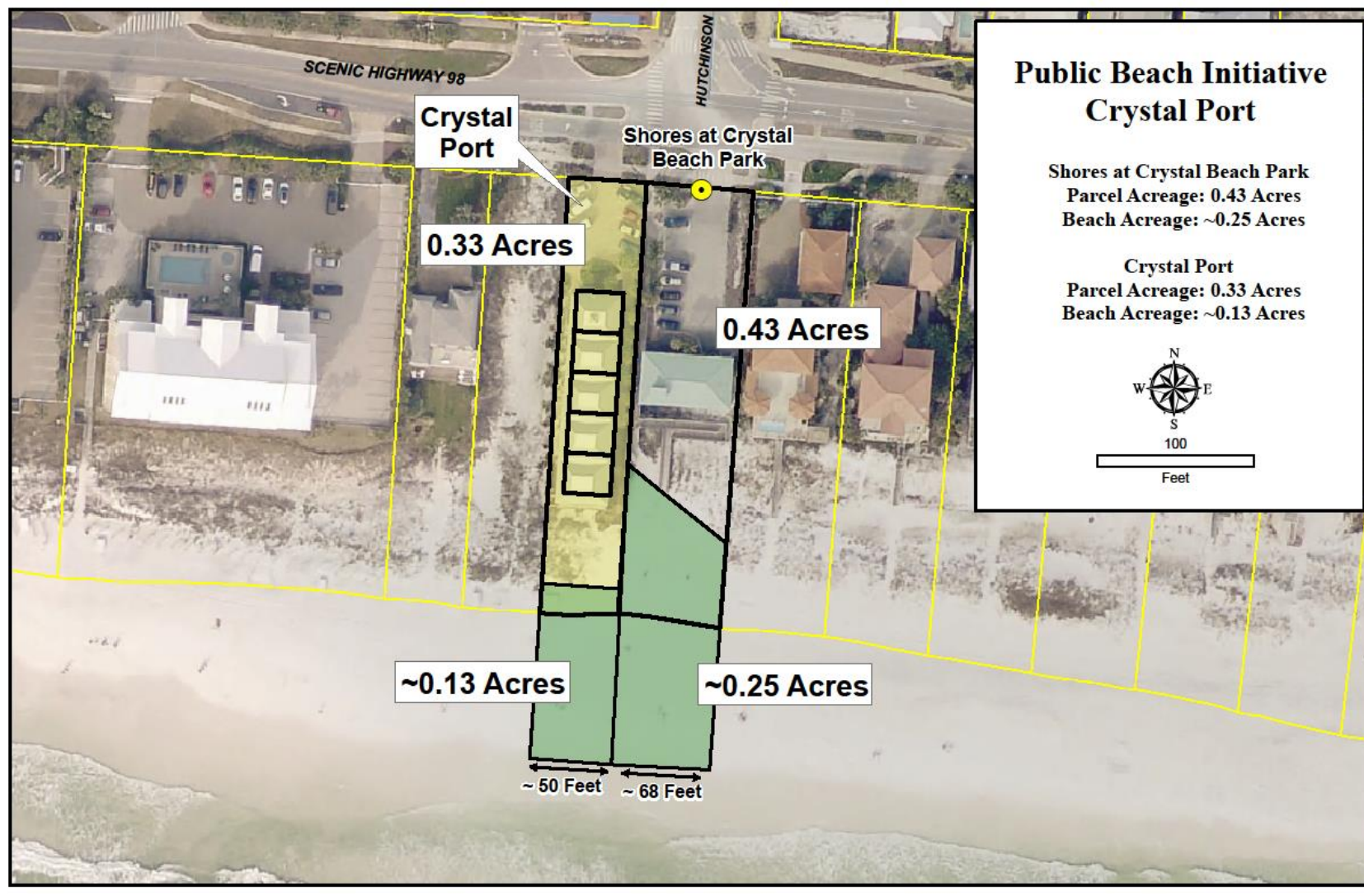
- 3 New Parcels + Shore of Crystal Beach Park = 251' Linear Feet of Beach Park

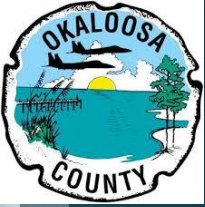
Expansion Property Name	Linear ft
Shore at CB Expansion 1	67'
Shore at CB Expansion 2	67'
Shore at Crystal Beach West (Crystal Port)	50'



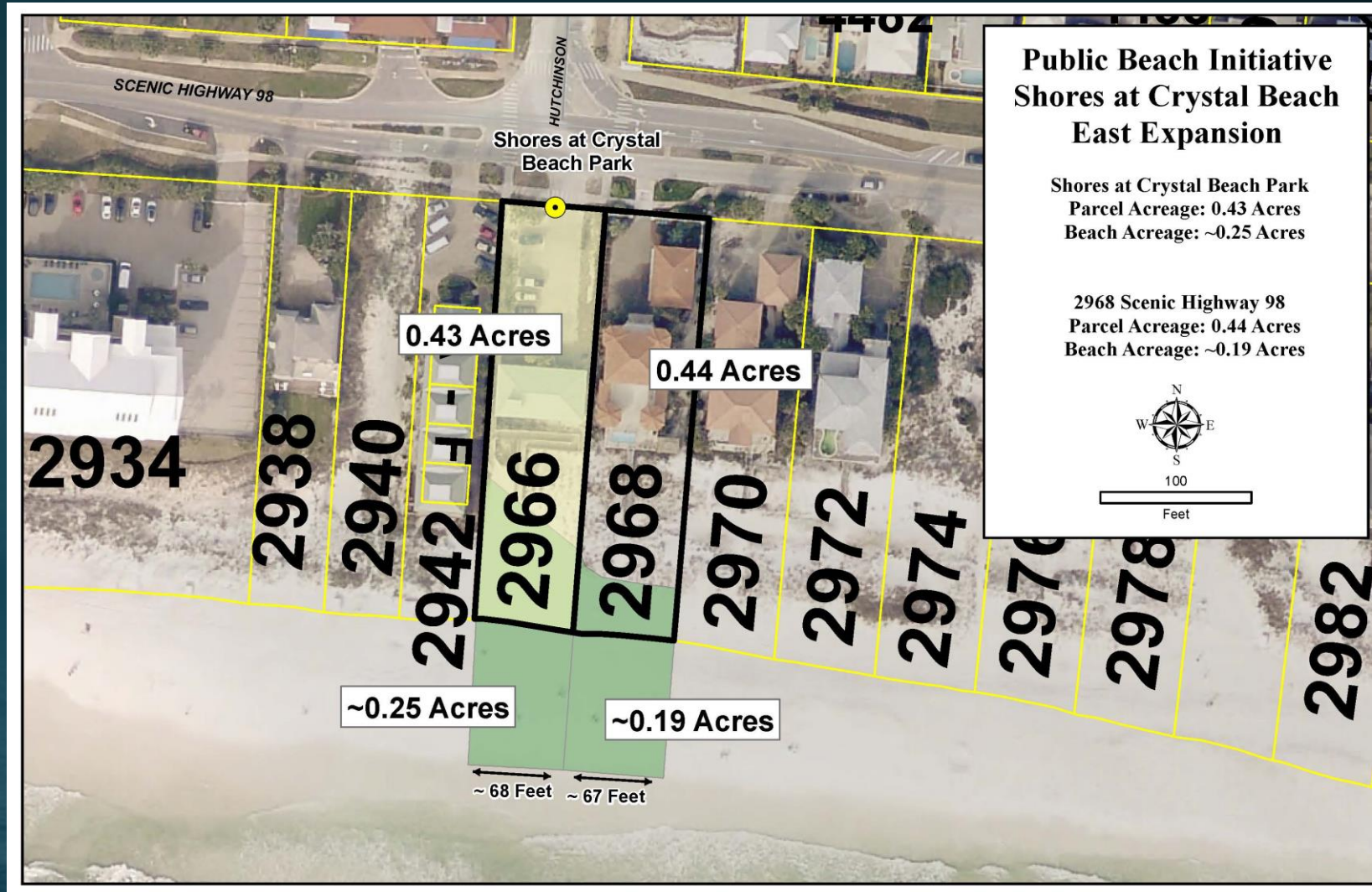


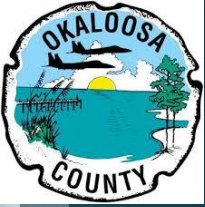
Gulf Front – Shore at Crystal Beach West Expansion (Crystal Port)



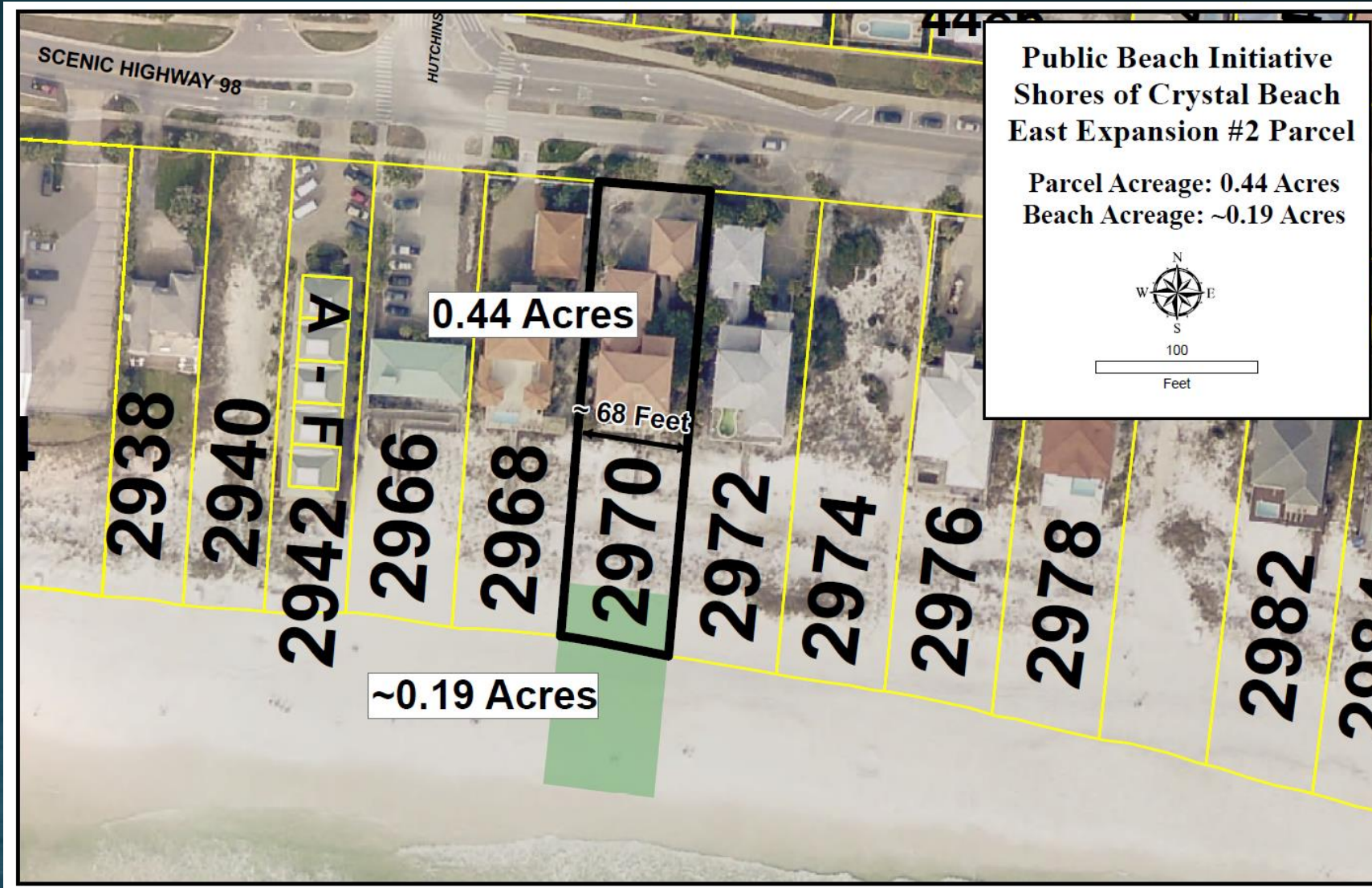


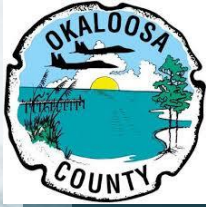
Gulf Front – Shore at Crystal Beach East #1 Expansion



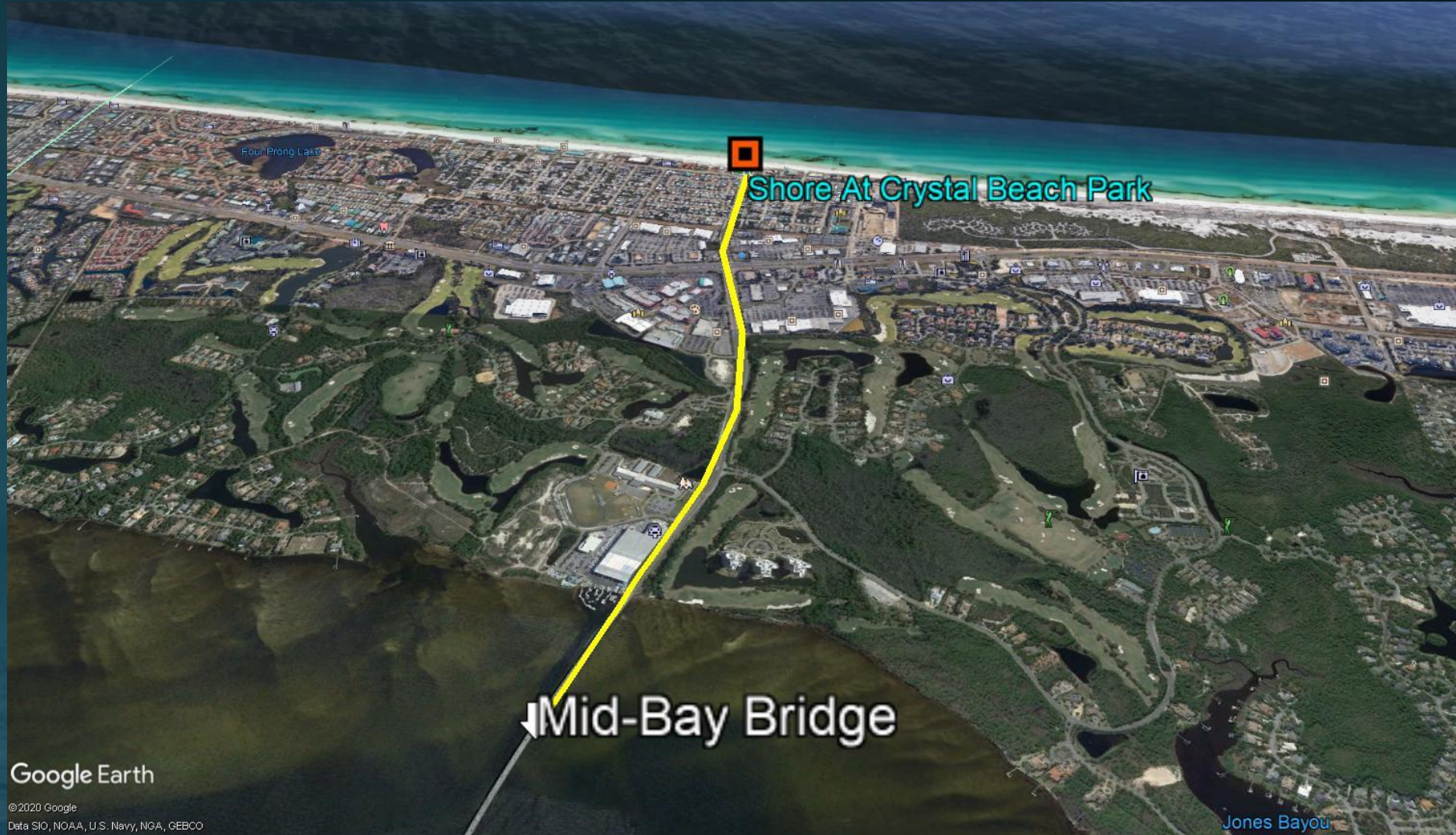


Gulf Front – Shore at Crystal Beach East #2 Expansion





Shore at Crystal Beach

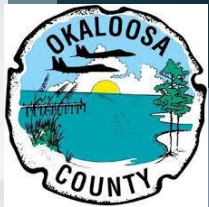


Google Earth

© 2020 Google
Data SIO, NOAA, U.S. Navy, NGA, GEBCO

DESTIN
FORT
WALTON
BEACH
FLORIDA





Existing Street View of Shore at Crystal Beach Park



Shore at Crystal
Beach East #2 (67'
wide)

Shore at Crystal
Beach East #1
(67' wide)

Shore at Crystal
Beach Park
(67' wide)

Crystal Port (50'
wide)

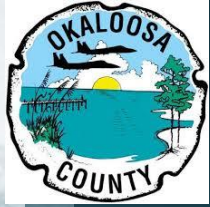


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Proposed “Gateway to Crystal Beach”



DESTIN
FORT
WALTON
BEACH
FLORIDA



**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
MARCH 18, 2019
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

The Council of the City of Destin met in regular session with the following members and staff present:

Destin City Council

Mayor Gary Jarvis

Councilmember Steven Menchel

Councilmember Cyron Marler

Councilmember Prebble Ramswell

Councilmember Chatham Morgan

Councilmember Skip Overdier

Councilmember Rodney Braden

Destin City Staff

City Manager Lance Johnson

Public Service Director Michael Burgess

Code Compliance Manager Joey Forgione

Community Development Director Louis Zunguze

City Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey

Deputy City Manager Webb Warren

Finance Director Bragg Farmer

City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM. The Mayor asked everyone to observe a moment of silence, which was then followed by the Pledge of Allegiance.

INAUGURATION OF NEWLY ELECTED DESTIN CITY COUNCIL MEMBER:

The City Attorney Kyle Bauman administered the Oath of Office to newly elected member of the City Council Mr. Steven Menchel.

AGENDA APPROVAL

Motion by Councilmember Overdier, seconded by Councilmember Menchel, to add “Approval of FEMA Funding Agreement” under Consent Agenda passed 6-0 (Council members Morgan, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Destin was absent from the meeting).

Motion by Councilmember Braden, seconded by Councilmember Menchel, to add “East Pass Administrative Action” under City Attorney Comments passed 6-0 (Council members Morgan, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Destin was absent from the meeting).

1. APPROVAL OF MINUTES

A. Approval of minutes of January 22, 2019 Regular City Council Meeting

Councilmember Marler moved to approve minutes of January 22, 2019 Regular City Council Meeting; seconded by Councilmember Ramswell. Motion passed 6-0 (Council members Morgan, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Destin was absent from the meeting).

B. Approval of minutes of December 17, 2018 Regular City Council Meeting

Councilmember Overdier moved to approve minutes of December 17, 2018 Regular City Council Meeting; seconded by Councilmember Marler. Motion passed 5-0 (Council members Morgan, Marler, Overdier, Ramswell and Braden voted “yes”; Councilmember Menchel abstained from voting; Councilmember Destin was absent from the meeting).

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. Overview of Choctawhatchee Basin Alliance/City of Destin Partnership Ms. Alison McDowell

Ms. Alison McDowell, Director of Choctawhatchee Basin Alliance (CBA), provided the following presentation:

- Choctawhatchee Watershed
 - ❖ Watershed area is over 5,000 square miles
 - ❖ One main river on east side of watershed
 - ❖ Most of the watersheds is in Alabama
 - ❖ Major land use is Agricultural/Forest/Grasslands
 - ❖ Most of the urban use is in Okaloosa and Walton Counties
 - ❖ The Choctawhatchee River is the fourth largest river in Florida in terms of flow and drainage area
 - ❖ The Choctawhatchee system supports a rich array of aquatic, wetland, and upland ecological communities and plant and animal inhabitants
 - ❖ For generations, the bay system has sustained the region’s economy and defined its traditions and culture
- Economic Value of Choctawhatchee Bay – Calculation
 - ❖ 2.9 billion local sales
 - ❖ 36,000 jobs
 - ❖ Tourists spend \$1.6 billion annually
 - ❖ Tourism and water-related activities
 - Fishing
 - Beach-going activities
 - Charter boats
 - Boat registrations
 - ❖ Up to 80% of recreational and commercial fish and invertebrate species spend part of their life cycle in Choctawhatchee Bay
 - ❖ Water has an impact of over half a billion dollars on appraised property values
- Mission Statement

- ❖ The CBA is a non-profit organization responsible for sustaining healthy local waterways through monitoring, education, restoration and research
- CBA Program Areas (Monitoring/Education/Restoration/Research)
 - ❖ CBA 2017-2018
 - 3,000 students educated each month
 - 132 water quality sites tested by 34 volunteers; saving local agencies \$100,000-plus
 - 12,000-plus oysters transplanted from 21 different oyster gardeners
 - 4 acres of shorelines and 4,700 linear feet of reef restored
- CBA and City of Destin: A unique partnership
 - ❖ CBA and the City of Destin have enjoyed a productive partnership since CBA's inception in 1996. Highlights include:
 - Clement Taylor Park storm water restoration
 - Joe's Bayou shoreline restoration
 - NPDES permit contract
 -
- What is National Pollutant Discharge Elimination System NPDES?
 - ❖ A regulatory phase of the Federal Clean Water Act
 - ❖ An EPA permit administered in Florida through the Florida Department of Environmental Protection
 - ❖ Regulates point source discharges from three potential sources: Municipal Separate Storm Sewer Systems (MS4S), construction activities and industrial activities
 - ❖ As a holder of an MS4, Destin is required by the permit to accomplish several tasks related to storm water abatement
 - ❖ Destin contracts with CBA to achieve compliance with the City's Notice of Intent
 - ❖ Tasks fall within the permit categories of:
 - Public Education and Outreach
 - CBA provides monthly programs for 200 third graders through their Grasses in Classes program at Destin Elementary school
 - CBA presents storm water information to a variety of groups
 - such as Destin Rotary, Destin Forward and the Destin Charter Boat Association
 - Public Participation and Involvements
 - CBA organizes the International Coastal Cleanup along Destin's shorelines one or two times a year
 - CBA coordinates monthly citizen scientist water quality monitoring at 5 stations in Destin waters
 - Pollution Prevention and Good Housekeeping
- Pollution Prevention and Good Housekeeping
 - ❖ CBA coordinates fishing line and oyster shell programs that help keep our waterways clean

Councilmember Braden asked if the CBA monitors seagrass and where they could find the documentation for a successful seagrass monitoring program.

Ms. McDowell replied they conduct seagrass monitoring every summer in concert with Fish and Wildlife Research Institute; and that she could provide the information relative to a successful seagrass monitoring program.

Councilmember Morgan asked Ms. McDowell to describe the current health of the bay.

According to Ms. McDowell, she would describe the health of the bay as precarious. Overtime, there has been some nutrient enrichment in some spots which could lead to a decline. However, they have been lucky they have not had big factories pumping lead and factory waste into the bay that would require a long recovery period. She added that more and more people want to live in this area, and the more people they get on the water, the more stress they would have on their waterways; and they have to be constantly vigilant about it.

Councilmember Morgan wants to know how big of an issue is the septic tanks for Okaloosa County; and if this is being addressed with the County.

Ms. McDowell stated that she is not as familiar with Okaloosa County as she is with Walton County with regards to the septic tank issue. She continued that Walton County has identified all of their septic tanks and they are trying to identify some of the grant programs that would allow and make some improvements to the septic tank and sewer connections

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA

Ms. Kathi Polkow, a Destin resident representing the residents of Sandpiper Cove, stated that they have been kept awake at night by the loud music coming from Bric A Brac Club. Many of the residents continue to call the Sheriff's Office to report the noise. They go out on the balconies to watch if they come, but they never respond. She stated they live in a residential area and they should have some kind of noise ordinance, and it needs to be enforced. They are now dealing with a bar shooting so close to their neighborhood, which is quite disconcerting. Stray bullets could have easily penetrated their buildings from across the street. She urged the City and the Sheriff's Office to take some strong action as this is a serious issue for this community.

Sergeant Joseph Fulghum from the Okaloosa Sheriff's Department stated that they response to all calls for service. She asked to meet with the residents after the meeting to determine the dates and times the calls were made to the Sheriff's Office so he could find out what happened and how they were handled. He also stated there is a City of Destin noise ordinance, and that the Sheriff's Office and the City of Destin work together to try to address the noise issues.

According to Code Compliance Manager Joey Forgione, they have not received any calls for service lately regarding noise ordinance violations. He announced that the City of Destin website has information on reporting noise violations, to include after hour contacts.

The City Manager added there is also an area of the website where citizens can voice their concerns about any issues, including code enforcement. They are logged in and forwarded to the City Manager's Office for follow up actions.

According to Councilmember Ramswell, there have been some instances where people were denied admittance to the club for various reasons, who then stayed outside the club. She would like the Sheriff's Office to look into this type of situation to see if it could be considered loitering. She also mentioned a report that the club previously hired an off-duty law enforcement officer to provide security, but this service has been discontinued. She asked if there was a way for the City to require businesses to provide security on site.

According to the City Manager, he is not of the answer to this question; however, he and Mr. Forgione intend to have a frank discussion with the manager of Bric A Brac and express some of the same concerns they received from the residents. They would also insist they take every possible measure to prevent this incident from happening again in the future.

The Mayor announced that he received a call from the Okaloosa County Sheriff immediately after the incident who assured him that not only are they using their own police powers, but they are also looking into State statutes to determine if having a liquor license require certain amount of performances from businesses, to include providing a safe environmental for the facility.

Councilmember Menchel suggests that moving forward, anytime a call for service is made to the law enforcement office, the caller documents the specific date and time the call was made so that if necessary, they can determine how the call was handled.

Mr. Fernando Petit stated that as the owner of Bric A Brac, he is also very concern about the shooting incident that happened at the club as well as the safety of the residents that live around the facility. He announced they are making some changes to make things better for the community. They have determined that the Hip Hop event is the source of most the problems they have had at the club; and so they have decided to discontinue this event for the betterment of the community.

4. CITY MANAGER REPORTS

A. Public Beach Initiative Update

Deputy City Manager Webb Warren provided a status report on the public beach initiative.

The Need for Public Beach – Feedback from Visitors

- *"The tourists have no idea what is going on or where to set up on the beach."*
- *"We went to the beach on the 4th of July at 8:00 AM with out-of-town guests and were shocked that we could barely find a place by the water to put our 4 chairs. There weren't many people there at that early time, but the beach up by the water was packed with empty chairs and umbrellas from the vendors."*
- *"After 12 great years of enjoying our yearly vacations to the Destin area, sadly we will not be returning to the area. While the Gulf Coast is hard to beat with the beauty and ease of vacationing, you have now blocked the beach for us second class visitors."*

Additional Comments in the Local Newspapers

- *"He was forced to come to the small sliver of beach access before sunrise every morning to reserve a spot for his family before people were packed like sardines in the one small section of public beach."*

- *“Nine of the City’s public beach accesses, dispersed throughout the Crystal Beach and Scenic Hwy 98 areas, have a combined total of less than a half mile of public beach. Some of the smallest beach accesses in the City are Tarpon Street, the Shores at Crystal Beach and Pompano Street, which have roughly 11.5, 40 and 50 feet of public sand, respectively.”*
- *“We love Destin....but, next year we will not come back if there’s a fight for the beach.”*

Public Gulf front Parks (In Linear Feet)

- June White Decker – 80 feet
- James Lee Park (County) – 1500 feet
- Shores at Crystal Beach – 68 feet
- Total: 1648 feet

Note: Does not include Beach Trails or Henderson Beach State Park (requires entry fee)

Project Review

- November 19, 2018 Regular City Council Meeting - motion
 - ❖ To look further into the following properties in the order listed:
 - Capri
 - Tarpon Beach Access
 - Henderson Beach Villas
 - ❖ Authorize the City Manager and attorneys to work with the Mayor in obtaining appraisals on the above properties. Furthermore, instruct the Mayor to contact the owners of the two Crystal Beach properties Councilmember Morgan brought up tonight, and bring information back on these properties for discussion at the next Council meeting, passed 7-0
- December 3, 2018 Regular City Council Meeting
 - ❖ Council passed a motion to conduct an appraisal on a total of 7 properties, which does not include East Pass Preserve (Parcel B)
- December 17, 2018 Regular City Council Meeting
 - ❖ Council passed a motion to add an additional parcel, the Shores of Crystal Beach Expansion #2, to the appraisal list
 - ❖ Council passed a motion to hire Houston Appraisals for all 8 property appraisals
- January 7, 2019 Regular City Council Meeting
 - ❖ Staff requested approval, within the City Manager’s purchasing threshold of \$15,000, to be able to contract with a new appraiser so that the project could move forward in as expedient manner as possible
 - ❖ The time for deliverables estimate from the new appraiser for 8 parcels was 60-90 days (March to April delivery)

8 Identified Properties/Size/Asking Price

- Capri 300’/\$44,000 linear foot – \$13,200,000
- Tarpon Beach 336’/\$50,595 linear foot – \$17,000,000
- Henderson Beach Villas 205’/\$58,537 linear foot – \$12,000,000
- Shores at Crystal Beach East #1 67’/\$50,373 linear foot – \$3,375,000
- Shores at Crystal Beach West (Crystal Port) 50’/\$73,000 lf – \$3,650,000

- West James Lee Park 68’/\$73,529 linear foot – \$5,000,000
- Sunfish Street Parcel 60’/\$49,167 linear foot – \$2,950,000
- Shores at Crystal Beach East #2 67’/\$54,478 linear foot – \$3,650,000

Moving Forward – Proposed Public Beach Initiative Process

- Identify a list of available properties (complete)
- Obtain appraisals for list of 8 properties (90% complete)
- Short list and rank properties
- Identify City’s budget for project
- Seek additional funding to purchase property (TDC/Triumph) and establish overall budget
- Secure contract on top properties
- Pursue grants for demolition, restoration, park design, construction and other possible reimbursements

Appraisals and Florida State Statutes

- FS 166.045: *“In any case in which a municipality, pursuant to the provisions of this section seeks to acquire by purchase any real property for a municipal purpose...Such appraisals, offers, and counteroffers are not available for public disclosure or inspection and are exempt from the provisos of s. 119.07(1)until an option contract is executed or, if no option contract is executed, until 30 days before a contract or agreement for purchase is considered for approval by the governing body of that municipality.”*

Ranking Formula for the 8 Properties (Intended as a general guide for Council discussion purposes):

- Maximum score of 8 for each of the 5 ranking criteria
- Five ranking criteria
 - ❖ Linear beach footage of target parcel(s)
 - ❖ Asking price (in terms of per linear foot)
 - ❖ Asking price/appraisal Price Ratio (How close these numbers?)
 - ❖ Proximity (adjacent) to existing beach parks or trails (This allows the City to maximize existing facilities and linear beach footage)
 - ❖ Location in Crystal Beach. The further west on Crystal Beach, the higher the ranking

Ranking Criteria Explained – 1-8 points, 8 being highest

- Linear Feet – The more linear feet a parcel has, the higher the ranking
- Asking Price per Linear Ft – (if asking price is 1,000,000 and the property has 100 linear feet of beach – the APPLF = \$10,000 per linear foot)
- Asking Price/Appraisal ratio. If asking price is \$1,000,000 and Appraisal is \$800,000, then the Appraisal is 80% of Asking Price. These percentages were ranked by highest value
- Proximity to City Park or Beach Trail – Parcels adjacent to existing City parks/trails were ranked higher due to potentially lower infrastructure costs and the ability to expand existing public property

Location Criteria Scoring

- Further west from James Lee Park, the higher the location score for the parcel

Staff's Proposed Rankings

- Shore at Crystal Beach Expansion 1 and 2 plus Shore of Crystal Beach Park
- Shore at Crystal Beach Expensing #2 is more feasible if Shore at Crystal Beach Expansion #1 is secured
- Capri has multiple owners
- Tarpon Beach has 4 parcels and an adjacent beach trail

Next, Finance Director Bragg Farmer discussed potential budgetary opportunities for the City and this initiative. He stated there are not a lot of impact fees available because of the cost of the properties being considered for acquisition; and that funding from the City would have to come from Unassigned Fund Balance. He noted that during general discussions with the Deputy City Manager and City Manager, they determined that \$2 million is the maximum amount the City should put in to any property they acquire; and that the money could potentially be used for demolition and reconstruction of the property since all the properties have buildings and structures that may have to be demolished and cleaned up. Restrooms may have to be provided, which could cost a significant amount of money. He added that the majority of the funding would have to come from grant programs, the TDC and/or a possible third party source.

The Mayor commented that it is important for the City to commit some funding towards this initiative when they are filing for grants.

Mr. Farmer agreed stating that most of the State grants require the City to commit to a certain percentage of the funding when applying for the grant.

Mr. Warren provided the following list of possible external funding sources:

- Okaloosa County TDC
- Triumph Gulf Coast
- RESTORE Act
- Florida Forever (Land Acquisition Program)
- Florida Communities Trust (FCT)
- Greenways and Trails Acquisition Program
- Florida Recreation Development Assistance Program (FRDAP)

Mr. Warren stated they are looking for a general consensus of the Council tonight so staff could prioritize their efforts moving forward with the property list as described. He continued that the recommended formula is not designed to exclude any of the available properties, but to simply help identify properties that are more compatible with the City's beach initiative. Staff recommends they allocate no more than \$2 million from the Unassigned Fund Balance to be used as a matching fund to external funding sources as listed above.

The Mayor announced he would also give an abbreviated version of this presentation to the TDC this week.

Councilmember Ramswell stated that she prefers the two Shores at Crystal Beach options (East #1 and East #2) primarily because they adjoin an existing public park; adding that these two properties combined with the Shores at Crystal Beach West (Crystal Port) and the existing park would provide the City a tremendous amount of beach front for public use. She would also like to

pursue the Capri property if they were able to get a significant amount of grant or convince the TDC to provide a significant amount of funding.

Councilmember Overdier moved to authorize City staff to allocate \$2 million from the unassigned fund balance to the project and to hire an acquisition manager at a cost not to exceed \$15,000. Councilmember Menchel provided a second to the motion.

Councilmember Morgan announced he would abstain from voting on this item as he has a family member that owns one of the properties being considered for acquisition.

The Mayor called for a vote on the motion, which passes 5-0 (Council members Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Morgan abstained from voting; Councilmember Destin was absent from the meeting).

B. Crab Island Committee

The City Manager noted that the Okaloosa County Board of County Commissioners adopted a Floating Structures Ordinance regulating floating structures and the waterborne sale and distribution of alcoholic beverages. At the time of adoption of the ordinance, the Board requested the formation of a committee to review the regulations to see if they could be enhanced. The Board has approved a 7-member committee. One appointed by the TDC, the City of Destin, the Destin Chamber of Commerce and the Fort Walton Beach Chamber of Commerce. The County is also seeing one representative from each of the following areas: vendors, recreational user and livery businesses (upland jet skis and pontoons rental business owners). He continued there are originally 4 applicants for the City of Destin position; but, one individual has withdrawn his application. The 3 remaining applicants are Mr. Mike Buckingham, Councilmember Rodney Braden, and Ms. Teresa Hebert.

The Mayor announced he withdrew his application after speaking to some of the applicants. He finds them to be fair-minded, and that he is convinced they will represent the City well.

Councilmember Braden asked if the County would prefer the City of Destin appoints a current member of the City Council to the committee.

The City Attorney stated that according to the County Attorney, the Board prefers the City appoints an elected official; but it is not a requirement.

Councilmember Ramswell moved to appoint Councilmember Rodney Braden to the Crab Island Committee; seconded by Councilmember Menchel.

Councilmember Morgan asked Councilmember Braden if he is confident he will be able to attend all the meetings of the Crab Island Committee if appointed; to which Councilmember Braden replied affirmatively.

Councilmember Marler opined that this position falls under recreation, and that Ms. Teresa Hebert ought to be the City’s representative to the Crab Island Committee since she is the Chairperson of the Parks and Recreation Committee.

The Mayor called for a vote on the motion, which passes 4-1 (Council members Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Marler voted “no”; Councilmember Morgan abstained from voting; Councilmember Destin was absent from the meeting).

C. Direction concerning Evaluation of Professional Services

According to the City Manager, staff is preparing the Airport Road Improvements Request for Qualifications (RFQ) and is asking Council to clarify the selection process they wish to use so it can be clearly defined in the RFQ document. He explained that federal guidelines prefer that a staff team (in this case, the City’s Bid Committee) reviews the RFQ submissions received from prospective firms, choosing their top firm based on criteria listed in the RFQ and recommending their top choice to Council for approval. If the recommended firm is not approved, then the RFQ process starts over. An alternative process is that the Bid Committee confirms that the RFQ submissions are responsive and then forwards all responsive RFQ submissions to the Council. Each Council member then scores each RFQ submission individually based on the documents included in each firm’s RFQ submission packet. The rankings are then tallied and the best overall ranked firm is approved for contract negotiations.

Councilmember Overdier stated it is City staff’s job to review these submissions and make recommendations to the City Council.

Motion by Councilmember Overdier, seconded by Councilmember Menchel, to authorize the City’s Bid Committee to review the Airport Road Improvements RFQ submissions received from prospective firms, choosing their top firm based on criteria listed in the RFQ, and recommending their top choice to the City Council for approval, passed 5-1 (Council members Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Morgan voted “no”; Councilmember Destin was absent from the meeting).

D. Discussion item for livery vessel moratorium

Community Development Director Louis Zunguze noted that the Harbor CRA Advisory Committee, at their previous meeting, made two recommendations for Council’s consideration tonight. The first recommendation is to impose a moratorium on issuing any new livery vessel licenses, other than those that already obtained a livery vessel license this year. This recommendation is predicated on safety concerns for both the boaters and the people that recreate in the harbor. The second recommendation was for a carrying capacity study to be undertaken to determine the maximum defensible number of livery vessels they could allow in the harbor; and to look at it from the social component which is health and safety, the economic component in support of the tourism industry and recreation, and environmental component to ensure water quality. In addition, it was recommended that the City Council designate a funding source for the study.

Councilmember Overdier stated that he sees no factual evidence to substantiate the claim there is overcrowding in the harbor; in fact, he read a report that indicates there are fewer livery vessels in the harbor in 2018. He suggests waiting until they get the result of the harbor capacity study before imposing a moratorium on issuing new livery vessel licenses.

Councilmember Overdier moved to authorize City Staff to engage an entity to commission a harbor capacity study to consider aesthetics, socioeconomic, quality of life tourism, and community character issues; including population concentration, availability of open space, habitat diversity, and the diversity and health of existing species within the Harbor CRA district and Calhoun area; and for City staff to designate a funding source for the study; seconded by Councilmember Morgan.

The Mayor asserts that longtime residents of Destin, and everyone that had conducted business in the harbor, can attest to the exponential increase in the number of livery vessels in the harbor, which has become a safety issue. He continued that imposing a moratorium before the capacity study is completed is necessary. Businesses already in operation in 2018 can maintain their level of business until after the study is completed; at which time, the City Council can make better decisions.

Councilmember Overdier noted that his motion was not made to prevent the moratorium; adding that anyone in favor of the moratorium could make a second motion in that regard.

Councilmember Braden agreed with the Mayor that they should impose the moratorium prior to completion of the capacity study.

Councilmember Menchel inquired as to the number of unregistered vessels that are currently operating in the harbor.

According to Mr. Forgione, there are 15 businesses that are currently registered. There are 5 other businesses, 4 in the harbor and one that was launching from Joe's Bayou area that have not registered and are being monitored. He also noted that the City's harbor compliance officer has been tasked to conduct an internal audit and capacity survey after this season to determine the scope of the moratorium; and with the report to be presented to the Council by September.

Councilmember Menchel stated that based on his conversation with a lot of people on this subject, there is a possibility there are a lot of businesses that have not registered and a lot of vessels without a permit to operate. He continued he would support imposing a moratorium that includes a language that any legitimate business that currently has an outstanding order for vessels prior to the moratorium will be grandfathered in and will be allowed to continue their purchase.

Councilmember Morgan noted that they are beyond capacity and they need to take appropriate actions and adopt meaningful regulations now before tragic accidents happen. They have one of the most dangerous passes in the State of Florida, with a lot of novice boaters many of whom have never driven a boat in salt water and do not know the concept of the "No Wake Zone" signs.

Councilmember Marler stated that if they are going to impose a moratorium, it ought to have a specific time period rather than at the end of the capacity study. They also need to address other vessels in the harbor that are registered outside the City of Destin but are docking in the docking facilities in Destin.

The City Manager noted that the Unassigned Fund Balance would quite possibly be designated as the funding source for the capacity study.

The Mayor called for a vote on the motion, which passes 6-0 (Council members Morgan, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Destin was absent from the meeting).

Councilmember Menchel moved to direct the City staff, Land Use Attorney and City Attorney to draft a livery vessel moratorium ordinance; seconded by Councilmember Overdier.

Councilmember Braden stated that the moratorium ordinance should include a language that if a business has already followed the current process, submitted their application and provided ample parking and bathroom facility for additional vessels which they have already purchased; then they should be allowed to continue with their purchase.

Ms. Jan Best, a member of the Harbor CRA Advisory Committee, stated they need to impose a moratorium so they could conduct a harbor capacity study. The Code Compliance Officers have a big job ahead of them. She and her husband walked along the docks yesterday and spotted approximately 115 unregistered boats. They found approximately 115 other boats that belong to registered businesses but have not been permitted. She also stated that the moratorium ordinance does not have to come back to the advisory committee because time is of the essence. The season is starting, and they need to get things under control.

The Mayor called for a vote on the motion, which passes 5-1 (Council members Morgan, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Marler voted “no”; Councilmember Destin was absent from the meeting).

E. Update from Community Development Director and City Land Use Attorney Per Council's Directives Regarding Updates to LDC and Comprehensive Plan

Mr. Zunguze provided an update related to the City Council Workshop on the Future Land Use Map and Zoning Map alignment and the subsequent directions from the City Council. On March 4, 2019, the Council directed the Community Development Director and the City Land Use Attorney to undertake the following:

- Bring the Zoning Map into compliance with the adopted Future Land Use Map, with the exception of areas 7 and 15, as set forth in Attachment A hereto, and as noted in the staff presentation
- Update the Land Development Code based on all adopted Comprehensive Plan amendments
- Create a Calhoun Mixed Use Village Zoning Category and declare a pending ordinance
- Revise the Town Center Mixed Use (TCMU) zoning category and declare a pending ordinance
- Amend the Comprehensive Plan to reduce densities in the TCMU future land use designation

To fulfill the City Council's directive, they propose the following course of action:

- Phase 1 – staff is currently in Phase 1
 - Create a Calhoun Mixed Use Village zoning category. The pending ordinance was previously announced by Council, and the ordinance is scheduled to go before the LPA on March 21, 2019
 - Revise the Town Center Mixed Use (TCMU) zoning category. The pending ordinance was previously announced by Council, and the ordinance is scheduled to go before the LPA on March 21, 2019
 - Seek Council guidance/direction regarding areas 7 and 15
 - Seek Council guidance/direction regarding densities in TCMU Future Land Use Map designation
- Phase 2
 - Prepare a rezoning package of all City parcels to bring them into compliance with adopted Future Land Use Map
- Phase 3
 - Amend the Comprehensive Plan to:
 - Reduce densities in the TCMU future land use designation
 - Update the Coastal Element; and if necessary, include resolutions regarding areas 7 and 15
- Phase 4
 - Update and adopt the Land Development Code based on all adopted Comprehensive Plan amendments
 - Update and adopt Impact Fee Schedule

Councilmember Marler noted that the Council previously approved the change of area #15 to Commercial General so it would comply with similar businesses (furniture store and warehouse) located on each side of the property. He asked if the plan is to change the zoning back to Residential Office & Institutional (ROI).

According to the Land Use Attorney, they plan to come back to Council for guidance, since direction was not provided when Council decided to pull the property from the list of properties to be brought into compliance with the Future Land Use Map.

F. ANNOUNCEMENTS

- City contracted with individual to assist with the coyote issue in Destin
- Pooch Palooza to be held in the Destin Dog Park at 10:00 a.m., Saturday, March 23rd
- Staff Appreciation Day on Friday, April 12th, from 11:00 a.m. to 5:00 p.m.

5. PUBLIC HEARINGS

6. CONSENT AGENDA

A. Approval of FEMA Funding Agreement

Motion by Councilmember Overdier, seconded by Councilmember Ramswell, to approve Consent Agenda item 6A, as printed above, passed 6-0 (Council members Morgan, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Destin was absent from the meeting).

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

A. Councilmember Braden

Councilmember Braden asked staff to provide a copy of the unassigned fund balance from 2012 to 2018 to members of the City Council.

Councilmember Braden asked the City Manager to investigate and possibly hire an arborist to care for the health of the trees in Destin. Several Pine Trees in the Destin Dog Park are dying and some of the trees on Indian Bayou had to be removed due to beetle infestation.

B. Councilmember Ramswell

1. Appointment of Mr. Jim Wood to the Public Works/Safety Committee

Motion by Councilmember Ramswell, seconded by Councilmember Marler, to appoint Mr. Jim Wood to the Public Works/Safety Committee passed 6-0 (Council members Morgan, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Destin was absent from the meeting).

Councilmember Ramswell asked staff to repair a down sign located between the Main City Hall and the Annex.

Councilmember Ramswell asked for some data on the number of accidents that has occurred at the curve location, both eastbound and westbound lanes, on Airport Road.

Sergeant Fulghum will forward the information to the City Council.

C. Councilmember Menchel

Councilmember Menchel asked the City Manager to schedule a Meet and Greet on a date to be determined in April to allow the citizens to come and discuss their ideas and issues with members of the Council and City staff.

Councilmember Menchel expressed some concern over the left turn lane from US Hwy 98 on to Airport Road; stating there are only inches between the two lanes of traffic. He continued it is a safety issue and FDOT needs to be notified.

Councilmember Menchel also noted that FDOT needs to put the street signs back up on many of the intersections along US Hwy 98 with a permanent mast arm.

Councilmember Menchel pointed out that many of the street signs at major intersections along US Hwy 98, such as Gulf Shore and Benning Drives, are faded and unreadable; and that City staff should ask Okaloosa County to create and install new street signs at no charge to the City.

- D. Councilmember Overdier
 - E. Councilmember Marler
 - F. Councilmember Destin
 - G. Councilmember Morgan
 - H. Mayor Gary Jarvis
 - I. Land Use Attorney
 - J. City Attorney
1. East Pass Administration Action

The City Attorney announced that he, special counsel for the City of Destin Ken Oertel, Okaloosa County and FDEP had a conference call recently and discussed legal challenges facing the City and County regarding the dredging of the East Pass; and that it was agreed upon that the best path forward is for the City of Destin to take all the necessary actions related to clearing all challenges to the City's East Pass dredging permits. He asked for the Council's authorization to proceed with litigation in this matter.

Councilmember Morgan moved to direct the City Attorney and Special Counsel Ken Oertel to proceed with litigation in OGC Case # 18-1463, John Donovan, David Sherry and Rebecca Sherry vs. City of Destin, and take all other actions reasonably related to clearing all challenges to the City's East Pass dredging permits; seconded by Councilmember Ramswell. Motion passed 6-0 (Council members Morgan, Marler, Overdier, Menchel, Ramswell and Braden voted "yes"; Councilmember Destin was absent from the meeting).

Having no further business at this time, the meeting was adjourned at 8:00 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
JANUARY 6, 2020
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

The Council of the City of Destin met in regular session with the following members and staff present:

Destin City Council

Mayor Gary Jarvis	Councilmember Parker Destin
Councilmember Steven Menchel	Councilmember Skip Overdier
Councilmember Cyron Marler	Councilmember Rodney Braden
Councilmember Prebble Ramswell	Councilmember Chatham Morgan

Destin City Staff

City Manager Lance Johnson	City Clerk Rey Bailey
Public Info Manager Catherine Card	Deputy City Manager Webb Warren
Code Compliance Manager Joey Forgione	HR Manager Karen Jankowski
Parks/Recreation Director Lisa Firth	Finance Director Bragg Farmer
Community Dev Director Louis Zunguze	City Attorney Kyle Bauman
Public Services Director Michael Burgess	City Land Use Attorney Kimberly Kopp

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM. Pastor Kevin Wendt from Grace Lutheran Church gave the invocation, and then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember Ramswell requested that Consent Agenda 6C be pulled for discussion.

Motion by Councilmember Marler, seconded by Councilmember Overdier, to approve the agenda, as amended, passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

1. APPROVAL OF MINUTES

A. Approval of Minutes of October 7, 2019 Regular City Council Meeting

Councilmember Marler moved for approval of minutes of October 7, 2019 Regular City Council meeting; seconded by Councilmember Overdier. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

B. Approval of minutes of October 21, 2019 Regular City Council Meeting

Motion by Councilmember Marler, seconded by Councilmember Overdier, to approve minutes of October 21, 2019 Regular City Council meeting passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

2. PROCLAMATIONS / RECOGNITIONS / SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. Recognition of 2019 Holiday Decorating Contest Winners

The Mayor announced and presented a plaque to the following 2019 Holiday Decorating Contest winners:

- | | |
|--------------------------------|--------------------------------|
| ➤ Best Decorated Home: | Jim and Barbara Telford |
| ➤ Best Decorated Business: | Burrito Del Sol |
| ➤ Best Decorated Organization: | Corpus Christi Catholic Church |
| ➤ Best Overall Holiday: | Stephen and Teresa Hebert |
| ➤ Best on the Harbor: | Emerald Grande |
| ➤ Best Decorated Condominiums: | Holiday Isle Towers |

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA

Mr. Ed Rogers, a Destin resident and business owner, addressed the letter from the City Manager to the City Council dated December 11, 2019, requesting direction regarding the proposed changes to livery vessel and marine construction requirements. He asked the Council to get the livery vessel operators involved in the decision-making process and not provide any direction to staff without considering their input. He stated he had a very productive meeting with Mr. Zunguze, the Community Development Director, following the previous City Council meeting; and that he feels they could have a give and take relationship and move forward in a positive direction. He added that the City should first learn how they operate their business before adopting an ordinance that could negatively affect them and put them out of business, which then leaves them no other choice but to litigate.

Councilmember Braden stated that he finds no reason why the livery industry’s direct participation in this process is necessary; adding that they have always allowed and encouraged everyone to voice their opinion before the Council makes any decision.

Councilmember Destin asked the City Manager and Land Use Attorney if they could schedule an open meeting with the livery vessel operators and discuss some of the obstacles and possibly resolve some of these issues and progress toward an agreement before scheduling a public hearing for the adoption of the ordinance.

According to the Land Use Attorney, the livery vessel ordinance is scheduled to go before the Local Planning Agency (LPA) on January 16th, and then to the City Council in February, and all those meetings will have public hearings. However, they could also delay presenting the ordinance

to the LPA and staff could schedule an open meeting with the members of the industry since there is no legal requirement for an open meeting with staff as long as it does not involve the City Council or any of the committees or boards. Following that, the public could also provide comments at the LPA meeting. The LPA will review all the substantial evidence available and then make their recommendation to the City Council.

Mr. John Fuller, a Destin resident and business owner, stated that not everyone on the harbor is being required to follow the same rules; and that he feels the livery industry is being singled out. They are being required to fill out a renewal application every year to include engineering designs and specifications, which are usually required only when they initiate their business. He now has to hire an accountant and an attorney just to fill out all the paperwork. He continued they should only have to pay the annual renewal fee and not have to go through all sorts of new regulations. He added that he runs a first class operation and he just want fair treatment for everybody.

Mr. Ron Sandstead, a Destin resident and business owner, expressed his gratitude to the City Council and staff for allowing them the opportunity and for all their assistance in the placement of the arts banners on Main Street. He proposes placing more banner poles in Destin, especially on Airport Road. He continued they will have a silent auction in two weeks selling off original artwork at La Paz Restaurant, and that proceeds could go towards payment for new banner poles on Airport Road.

Councilmember Menchel asked whether City staff foresee any problems with placement of new banner poles on Airport Road.

According to the City Manager, they would need to coordinate this matter with the engineers to make sure they cover all the details such as wind loads, which is similar to the process they used on Main Street.

Ms. Carrie Harbarger, a Destin resident, asked why a business with insufficient parking, even for their employees, is allowed to operate in Destin.

The Land Use Attorney stated she does not know the specific property being referenced in this case, and she would not want to speak on somebody's private property which could result in code enforcement quasi-judicial hearing. However, she would be willing to discuss this matter with Ms. Harbarger after the meeting.

Councilmember Braden noted that this particular business conducted their own parking study, submitted it to the City and the City adopted it in their development order without sufficient parking.

Ms. Marcie Bell, a Destin resident and former member of the Short-Term Rental Task Force, noted she has resigned her position at the Short-Term Rental Task Force because she feels she could serve the City better by functioning as a regular citizen. She stated that the Task Force was not looking to amend the ordinance, but to simply include additional comments to the short-term rental application form. She also stated that trash can was such a big issue that the proposal to require one can for every 6 people was based on the information provided by a representative from Waste Management who spoke at one of their meetings.

Mr. Bill Reddington, a Destin resident, asked the Council to delay making a decision whether to adopt the Short-Term Rental Task Force recommendations and allow the City's Code Compliance Department to continue to enforce current short-term rental regulations since they hired more code compliance officers for the job. He also stated that the 36 Bert J. Harris claims received by the City represent approximately \$26 million worth of lost values for the claimants, and many more claims may be forthcoming. The City may potentially be liable for about \$80 million of lost values.

Mr. Ken Wampler, a Destin resident and member of the Short-Term Rental Task Force, stated that the Task Force members spent most of their time communicating and educating. They are asking this Council to take action on changing the short-term rental registration renewal date to the last day in February and increasing the parking violation fee to the maximum amount allowed by Florida Statutes. Everything else relative to parking and trash is already in the current ordinance.

Mr. Mike Abadie, a Destin resident and business owner, stated that the general consensus among the people in livery industry was they are being targeted and being treated like the enemy by the City; and that the City is coming up with new regulations to make things harder for them. He stated that every industry should follow the same rules and regulations and not have a separate rules and regulations for the livery industry. He has been in the livery business for 30 years and has been at his current locations for 23 years. He has been following all the rules and regulations and doing the same thing he has always done for many years. But suddenly he is breaking the law as he, along with several livery vessel operators received notices of violation on their properties. He continued that instead of a simple renewal application, they are now being required to provide all information every year as if they are initiating their business; which is not a simple process and they now have to hire professionals to be able to complete the application. He urged the Council not to create new regulations and just enforce those that are already on the books.

Ms. Sherry Andrews, a Destin resident and business owner, stated that she had lived in Destin for 50 years. She has been in livery business for over 12 years and has followed all rules and regulations. They received a notice from the City about the parking requirements. She just purchased a property worth \$500,000 on Mountain Drive to be used to store boats 3 months out of a year to satisfy the requirements. She also stated there are new rules being written that would affect and put an undue burden on the livery industry.

4. CITY MANAGER REPORTS

A. Budget Amendment for Engineering

The City Manager noted this is a housekeeping matter related to the transfer of the Engineering Division from Public Services Department to the Community Development Department. A transfer of the funds from one account to another requires City Council approval. This physical transfer will better align staff with their respective financial accounts.

Motion by Councilmember Ramswell, seconded by Councilmember Braden, to authorize the budget amendment transfer of funds for the salary and benefits in the amount of \$216,000 for the City Engineer, Engineering Assistant II, and Stormwater/Floodplain Manager from account 0151460 to account 0154161 passed 7-0

(Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

B. FY20 Strategic Plan Summary

The City Manager explained that the Strategic Plan Summary is being presented to Council for their approval. The City Council and staff participated in a one-day strategic planning session in November 2019 to identify and prioritize Council projects and policy objectives. Results from that session have been summarized in the Strategic Plan Summary document. Approval of the plan will assist Council and staff to align the Fiscal Year 2020 priority project and strategic focus items through 2025.

Councilmember Destin moved to adopt the Fiscal Year 2020 Strategic Plan Summary as presented; seconded by Councilmember Overdier.

Councilmember Ramswell noted she has made some edits to the document to make things more consistent throughout the document and contribute to make this a professional looking document, and that copies of the edits had been provided to staff and other members of the Council.

Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

C. Funding options for Utilities Undergrounding

According to the City Manager, Council previously directed staff to bring back a list of funding options for the future undergrounding of utilities throughout Destin. The City’s Finance Director Braff Farmer has put together the following list of potential annual revenue sources:

- Additional 2% electricity franchise fee - \$850,000
- New ½ sales tax (Expires December 31, 2028) - \$1,200,000 annually
- Increase in Impact Fees - \$200,000
- New Public Service Tax 10% net to 6% - \$2,500,000
- Use of General Fund Revenue (if property values continue to rise) - \$?
- Increase of other Utility Franchise Fee (gas, garbage, water) - \$?
- Funding from Harbor CRA (Beginning FY 2025) - \$700,000
- Funding from Town Center CRA (Beginning FY 2029) - \$700,000

Councilmember Ramswell stated she would prefer not taking the funding for undergrounding from the CRA districts because they have both been struggling and they are just now starting to get better; but she would be in favor of increasing the impact fees. She asked for more information about the Public Service Tax.

Mr. Farmer explained that the new Public Service Tax would include 6% to 10% of the energy bill. The actual taxes are based on legislation that has been passed at the State level and are based on the energy prices that were in place around 1979.

Councilmember Ramswell added she would not be in favor of the additional 2% electricity franchise fee and having the citizens pay higher electric bills.

According to Councilmember Destin, the realistic funding source if they are going to successfully underground the utilities for the entire City is likely to be the electricity franchise fee increase from 4% to 6%. They would then have to earmark it so it would be available for future Councils and the money to be placed in an account that cannot be used for anything other than undergrounding of utilities. He also stated it will be a return on investment for everyone in the City as they will be investing in their own infrastructure so that when the next major Hurricane comes through, they are going to have a safer and more reliable system. He stated they have been negotiating with Gulf Power the last two years and that the franchise fee increase has been included in the discussion. They will continue negotiating with Gulf Power and attempt to find a way to come to an agreement. He added that the TDC is also a viable source of funding for the undergrounding because it is an investment in infrastructure for tourism and everyone would benefit from it. He also added there are other source of funding, including Triumph, which need to be pursued.

Councilmember Ramswell stated that people with underground utilities already in their neighborhood might be reluctant with paying higher electric bills.

Councilmember Destin explained that this underground system ultimately is fed by a larger above ground lines which would also be placed underground to prevent damage during severe weather.

The Mayor remarked that undergrounding the utilities would change the community from the aesthetic standpoint; and that property value should go up once they achieve total undergrounding.

Councilmember Overdier noted they are also trying to obtain beach accesses, which is quite an expensive proposition; and that they need to be very careful how much money they encumber for the undergrounding and make sure they have enough left to purchase beach properties.

D. Resident Pass for Beach Parking South of US Hwy 98

According to the City Manager, Council approved the implementation of paid parking along Scenic Hwy 98 in Crystal Beach and Gulf Shore Drive in Holiday Isle during the November 4, 2019 Council meeting. Council also asked about the possibility of implementing a “Resident Pass” program that would allow for discounted or free parking along the Scenic Hwy 98 corridor in Crystal Beach and along Gulf Shore Drive.

The Deputy City Manager noted that staff has reached out to their paid parking vendor and that there is only one viable option to achieve this goal. It would be similar to the current sticker program for Henderson Beach State Park. Stickers would be issued to City residents that would allow them to park either at a discounted rate or for free for the same 5-hour timeframe as a visitor who pays \$5.00. If Council chooses to enact a discounted or free parking program in the Crystal Beach and Holiday Isle areas, staff will try to have this program in place by March 1, 2020.

Councilmember Ramswell moved to adopt a resident beach parking pass program that allows for free parking on Scenic Hwy 98 in Crystal Beach and Gulf Shore Drive in Holiday Isle and have the program in place by March 1, 2020; seconded by Councilmember Overdier.

Councilmember Morgan stated that even though he supports providing free parking for residents, he does not feel it is right to ask their visitors to pay \$5.00 to park in their very inadequate beach accesses.

Councilmember Marler stated that residents already have parking on their property and do not need free parking passes in public lots; adding they will be penalizing the tourists. He also stated that the system will be abused.

Councilmember Ramswell stated that this is another benefit for their residents; adding they need to reward their residents any way possible.

Councilmember Menchel inquired about enforcement and making sure the system is not abused by allowing residents unlimited parking and with paying guests not having a place to park.

The Mayor called for a vote on the motion, which passes 5-2 (Council members Morgan, Overdier, Menchel, Ramswell and Braden voted “yes”; Council members Destin and Marler voted “no”).

E. Office Productivity Suite and Email System (Office 365)

According to the Deputy City Manager, the IT Department is requesting approval of the continuation and addition of government Office 365 services. Due to changes in the City’s public records policy additional emails for board and committee members need to be included in the City’s services.

Motion by Councilmember Ramswell, seconded by Councilmember Menchel, to approve the continuation of services and addition of Office 365 government licenses with Liffitt and authorize the City Manager to purchase the necessary Office 365 licensing for City operations in the amount of \$27,708, which is a cost increase of \$8,028 due to licenses being provided to City committee members and new positions created in 2020 passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

F. Verizon Wireless GSA Supply Authorization

The Deputy City Manager noted that due to staff additions and Council member phones being added to the City’s plan, an authorization letter must be signed to allow for the addition of services needed throughout the year. This service will allow the City to maintain its wireless communications to include any additions or changes relating to the new public records policy of the City as well as recent additions of new positions.

Councilmember Overdier moved for approval of the Verizon Wireless GSA Supply Authorization and authorize the City Manager to execute the document, seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

G. Subaward Agreement No. 2020R14 between Okaloosa County and City of Destin, Capt. Royal Melvin Heritage Park and Plaza Project; RFP Approval

The City Manager noted that the Captain Royal Melvin Heritage Park project was included in Okaloosa County’s RESTORE Act Component Initial Multi-year Plan which was accepted by the US Department of the Treasury on June 30, 2017. Okaloosa County approved the subaward agreement on December 17, 2019, and that staff is requesting Council’s approval to publish RFP 20-01-REC upon completion of the City Land Use Attorney and the County’s review and approval of the document for the construction of the park.

Councilmember Ramswell moved to authorize Mayor Gary Jarvis to execute the Subaward Agreement No. 2020-R14 between Okaloosa County, Florida and the City of Destin, Florida pertaining to the Direct Component portion of the Restore Act Trust Fund monies allocated to Okaloosa County. Councilmember Overdier provided a second to the motion.

Councilmember Ramswell noted that several different properties have donated money to the City, as part of their Net Positive Environmental Benefit (NPEB) fees, for the park project to include \$500,000 from the Pointe One project, \$42,000 from Waterview Towers, and \$46,800 from Grand Harbor; and that she would like to know what happened to these funds.

Mr. Farmer stated he is not aware of any fees donated to the City specifically for construction of the park; adding there have been fees donated to the City for constructions of docks along the harbor, but it does not mean those funds can specifically be used for the park. He continued that they spent approximately \$4.6 million for the land alone. It was paid through three different sources of funding, part of which was through a bond fund. They have allocated Recreation Impact Fees of approximately \$70,000, a Road Impact Fees of \$125,000, CRA loan funds of \$42,500, and the grant of \$1.26 million for the park construction.

Councilmember Ramswell maintains that the Board of Trustees had earmarked the fees she mentioned earlier for the park project. She asked staff to check on status of the following NPEB fees that were supposed to have been paid to the City:

- \$46,000 from Waterview Towers
- \$46,800 from Grand Harbor
- \$500,000 from Pointe One, LLC

Councilmember Menchel noted that according to Article II of the subaward agreement, the City will provide \$33,470 of non-RESTORE funds towards the project. He asked how this amount is determined.

Mr. Farmer explained that 75% of the cost is provided through federal funds, and the City and County each pays 12.5%.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Councilmember Destin moved to authorize the City Manager to publish RFP 20-01-REC CRMHP upon the completion of City Land Use Attorney and Okaloosa County’s review and approval of the document, seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

H. Development Review System Software Update

According to the Deputy City Manager, the City of Destin continues to work hard in preparation for the Energov project. City staff had very productive sessions with Energov staff on December 10-12. The departments continue to refine processes and work towards Energov milestones. They are prepared to move forward and have a target date for substantial completion of this phase of the Community Development portion of Energov in January 2021.

I. Request for direction from City Council on amendments to Short-Term Rental Ordinance.

The City Manager remarked that the City Council re-established the Short-Term Rental Task Force in May 2019; and that the Task Force has provided their recommendations for the upcoming year. The Council may approve all, some, or none of these recommendations. They are in no way bound by the recommendations of the Task Force.

Councilmember Ramswell stated that she only has issues with recommendation no. 4 which requires that applications to register a short-term rental include an acknowledgement that the rental manager/agent will contact their guests the day prior to trash pickup and advise them of the time trash needs to be placed at the curb for pickup. She feels this is unnecessary and that having it in writing and notifying their guests when they check-in should suffice.

Councilmember Overdier stated that he agrees with Councilmember Ramswell regarding recommendation no. 4. He also stated he cannot support recommendation no. 2 which requires each property to have one trash can for every 6 occupants. Not everyone needs extra trash cans. It should only apply to habitual offenders that are constantly receiving a notice of violation from the City for having trash outside the trash can. He also cannot support recommendation no. 6 which requires the issuance of parking passes to guests; adding that the required signage already include the number of vehicles authorize on the property.

Councilmember Menchel stated that recommendation no. 6 is not only unnecessary, but it is also unenforceable; adding that visitors that park on the property temporarily do not deserve to get a ticket.

The Mayor opined that the Council should ignore the trash can issue. They should consider a valet trash pickup that representatives from Waste Management which he has spoken with are recommending rather than putting an extra burden on short-term rental owners.

Councilmember Menchel moved to direct staff to prepare an ordinance incorporating the following recommendations of the Short-Term Rental Tasks Force; seconded by Councilmember Overdier:

- **Recommendation 3 – Increase fines for parking violations up to the maximum amount allowed by Florida Statute**
- **Recommendation 9 – All registrations for short-term rentals are to expire on the last day of February, each year**

Councilmember Marler noted that short-term rentals provide part of their bed-tax revenues and they are making it very hard for them to operate and attract guests because they are being too restrictive.

Motion passed 6-1 (Council members Morgan, Destin, Marler, Overdier, Menchel and Ramswell voted “yes”; Councilmember Braden voted “no”).

J. Airport Road Update

Public Services Director Michael Burgess noted that the report shows FDOT’s timeline for designing construction for the high friction surface treatment and other improvements for the Airport Road curve. Staff would also be meeting with Volkert Engineering to discuss the Airport Road guardrail design on January 8, 2020.

According to Councilmember Ramswell, they should already have guardrail designs in place per previous Council request.

Mr. Burgess stated he is not aware of any such designs.

According to Councilmember Ramswell, the report shows FDOT completing a project design by June 30, 2020. She asked why it would take so long to design a guardrail.

The City Manager explained the June 30, 2020 deadline is for the base construction design and not for the guardrail.

Councilmember Ramswell inquired as to the delivery date for the guardrail.

Mr. Burgess noted that the Council authorized the City Manager to begin the negotiation process with Volkert Engineering, and that this issue will be discussed at their January 8th meeting with Volkert.

Councilmember Marler stated he is not in favor of the guardrail system because he believes it would cause more harm than good to motorists; adding that it would not be necessary if they could find a way to slow people down at the curve.

According to Councilmember Ramswell, people are not slowing down and so it is incumbent upon the Council to make the road safer for everybody.

K. Request for clarification pertaining to the following direction from Council:

The City Manager requests clarification regarding Council's request to investigate the possibility of leasing the property on the southwest side of the Marler Bridge as Eglin Air Force Base representatives have contacted the City asking some questions about it.

According to the Land Use Attorney, the base is entertaining options from different entities regarding that property and they wanted to know more about the City's intention and whether they wanted to be considered as an option. She also stated this could be an expensive proposition as the base would be asking for fair market value for the property; and that if the City decides to take that route, they would also be taking responsibility for maintenance of the property.

Councilmember Menchel requested that the Land Use Attorney and Community Development Director come back with some ideas/recommendations on how to move forward with this initiative.

Councilmember Destin remarked that if they are going to pursue this initiative, it would be to their advantage engage their community partners and other governmental entities rather than doing it alone. It would also be worth discussing at a future TDC meeting the County or the TDC's intentions in trying to alleviate the existing problems in that area such as the lack of restroom facilities, lifeguards and trash collection.

It was the consensus of the Council to have staff investigate the feasibility of leasing the property on the southwest side of the Marler Bridge.

L. Announcements

The City Manager made the following announcements:

- Friday weekly report will be replaced by a monthly report with each department having its own chapter
- Weekly task tracking update form will be provided to the Council
- Monday, Jan. 20th is a holiday. The next City Council meeting is scheduled for Tuesday, Jan. 21st.
- January 30th at City Hall - Social Media and Public Records Training for Council and staff. Members of the public who wish to participate need to RSVP to the PIO

5. PUBLIC HEARINGS

6. CONSENT AGENDA

A. City Council consideration for approval, a project located on Choctawhatchee Bay, ±56 ft. extension, to include a boat house and two (2) 4'x 55' catwalks, located at 936 Bambi Drive. The total project footprint is ± 330 sq. feet.

B. Junior League of the Emerald Coast 8th Annual Rock the Roads 5/10k

C. Approval to award bid, RFB 19-17-REC Clement Taylor Park Replacement of Existing Seawall

D. Authorization for Payment John Deere Equipment Lease Option

Councilmember Ramswell requests Consent Agenda 6C be pulled for discussion.

Motion by Councilmember Marler, seconded by Councilmember Overdier, to approve Consent Agenda item 6A, 6B & 6D passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Some discussions followed relative to Consent Agenda item 6C. The City Manager noted there was a blank space in the recommended motion for this item rendering it inappropriate for approval under Consent Agenda. He stated there are two types of seawall that could be used for this application. One is vinyl which the City’s Bid Committee recommends. The other is corrugated aluminum metal, which comprises the existing seawall, and which FEMA recommends. The latter costs a little bit more. It is the Council’s decision, but FEMA would move forward whichever Council choose.

According to Councilmember Ramswell, it would seem aluminum would rust and corrode since it is near the water, but not so with the vinyl.

The Mayor noted that aluminum does not rust. It oxidizes over time. It is a superior product over the vinyl and with a little overall shelf life.

Councilmember Ramswell asked if aluminum could cut people if exposed.

The City Manager noted there would be a cap that would prevent that from happening.

Councilmember Destin asked which product handles better from impacts or debris.

According to the Mayor, vinyl cracks and breaks, and aluminum tends to bend.

Councilmember Destin moved for approval of Consent Agenda item 6C, award of RFB 19-17-REC Bid Alternate 2 (Corrugated Aluminum Sheet Panels) to Live Flyer, Inc., and authorize the City Attorney to draft a contract with the understanding that a Notice to Proceed will not be issued until such time that FEMA funding has been obligated and until the ACOE Permit is issued for this project; and authorize the City Manager to execute the contract with Live Flyer, Inc. Councilmember Ramswell provided a second to the motion. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Councilmember Ramswell requested an update regarding the possibility of the Destin Fire Station going into the park property and when this item will come back to Council for discussion and action.

According to the City Manager, there has not been any development since this item was brought to Council. He stated they have received permission from the Treasury Department to allow this use without impacting the grant. They will coordinate with the Destin Fire District in terms of the timetable for the next step.

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

- A. Councilmember Braden
- B. Councilmember Ramswell

Councilmember Ramswell would like to discuss formation of a Beach Advisory Committee sooner rather than later and to have a consensus established amongst the Council members before the peak season.

Councilmember Ramswell asked staff to investigate and determine the legality of a *water taxi stop* sign being placed in front of a private property as she had seen one in front of a private property on Norriego Point.

According to Councilmember Ramswell, it was discovered a year ago that a property owner had mistakenly closed a Sterling Shores public beach access point and that staff was supposed to work with the property owner to re-open it. She inquired as to the outcome of staff's effort.

According to the Land Use Attorney, there had been some correspondence between the City's attorneys and Attorney Dana Matthews' office which represented the private property owner, but there had not been any real movement on it since then. There are some legal issues that they would need to discuss with individual Council members after this meeting.

1. Nomination of Mr. Matthew Sweetser for appointment to the Town Center CRA Advisory Committee

Motion by Councilmember Ramswell, seconded by Councilmember Menchel, to appoint Mr. Matthew Sweetser to the Town Center CRA Advisory Committee passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

- C. Councilmember Menchel

Councilmember Menchel stated it has been 7 weeks since this Council directed the City's attorneys to perform an audit of the City's continuing services contracts. The City Attorney mentioned to him that several Council members have expressed concern this has become a personnel matter.

According to the City Attorney, Council directed him and the City Land Use Attorney to investigate the City's continuing services contracts for any irregularities, clarify the APT contract, and seek out a third-party auditor to conduct a forensic audit of the continuing services contracts. He stated that personnel investigation was also contemplated within the scope of the motion and

there have been some questions regarding certain personnel that are no longer employed by the City. He requests clarification from Council whether the scope of the motion includes the investigation of these matters or whether the City Attorneys should simply stick to an investigation and analysis of these contracts and present a written report to Council and then await further instructions from Council based on the findings presented in the report.

Councilmember Menchel stated that he is quite disappointed over the fact that for over 90 days the City of Destin had known they were owed approximately \$1,500 in the APT contract but never asked for that money back from APT.

According to the City Manager, he was not sure whether APT had overcharged the City; otherwise, he would have asked for the City to be reimbursed right away. He continued that he had instructed the Finance Director to perform an independent audit after the Council had directed the City Attorneys to conduct a separate audit; and that he was waiting for the results of the audits before pursuing the best course of action.

The Mayor suggests Councilmember Menchel asks the City Manager these types of questions privately rather than publicly. Though these are legitimate questions because a member of the Council is trying to find out if there is fraud, malfeasance or dereliction of duty involved here, he feels this type of discussion should be held privately. It should only be made publicly if the City Manager or his staff does not provide a legitimate response.

Councilmember Menchel noted he has had several closed-door sessions with the City Manager on this matter and provided him ample time to take corrective action, but it has not been done. He feels they have a systemic problem and their contract oversight has been a failure; and that it is part of his job to point this out so it could be corrected. He continued that City staff is doing a great job overall, but it appears some are not doing their job and making the City Manager look bad. He added he just want the problems remedied and then move forward.

Councilmember Destin stated there should be a more economical way of doing things rather than to have two attorneys that charge \$150 to \$200 per hour conduct the audit. They could have this audit conducted in conjunction with staff.

Councilmember Ramswell commented that she would not oppose contacting Representative Ponder to request assistance from the State Auditor General to conduct the audit at no cost to the City, as previously proposed as she does not believe they have anything to hide.

The Mayor argues that a State audit would ruin people's reputation and damage the City; adding there are members of staff that have only been with the City for a few months.

Councilmember Ramswell stated that she looks at it from the perspective that the City is requesting some assistance to make sure their records are correct. It is not about an outside agency requesting a State audit because they suspect some wrongdoings on the part of the City. She asked the City Manager how he feels about requesting a State audit.

The City Manager stated that he does not believe it is a good idea to bring in a State auditor to perform the audit on this organization. He continued that he has been on the job for one year; and

that he feels they have made a lot of progress during that period. He also stated he would like to encourage each Council member to read the direction related to a survey they are required to fill out for the grant they are getting from the US Treasury. It would reveal things they are looking for and things that have happened within this organization within the past year, and he feels they would appreciate knowing what the US Treasury is looking for.

Councilmember Morgan asked the City Manager if he sees any kind of negligence or potential malfeasance with the City's finances that raises to the level that they need the State to investigate; in his capacity as City Manager for a year, and as a department head for several years.

According to the City Manager, this matter does not require a State investigation; but he welcomes the Council-directed audit because it would give him factual information that he needs to make good decisions. He added he would be the first one to report anyone he feels is doing something illegal.

Councilmember Menchel recommends having the head of each department performs a self-audit of their continuing services contracts and reports their findings back to the City Manager.

The City Manager stated he would welcome any process the Council sees fit as long as it will provide him the facts he needs to feel comfortable moving things to the next level be it an improvement program, a change of policy, or a disciplinary action.

Councilmember Destin moved to cancel previous directive from the Council and direct the City Manager to instruct each department head to conduct a thorough self-audit of their continuing services contracts and come back with a report to Council within 90 days; and to have the City's legal counsel act as consultants and take immediate action to remedy the situation should irregularities be found through this self-investigation. Councilmember Menchel provided a second to the motion. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

- D. Councilmember Overdier
- E. Councilmember Marler

Councilmember Marler asked staff to place two topics under his name on the next meeting agenda for discussion and reevaluation: one dealing with the Livery Vessel Ordinance and the other on public parking.

Place public parking under his name for discussion and reevaluation within the next two Council meetings.

- F. Councilmember Destin

G. Councilmember Morgan

1. Vacation of Azalea Drive and Legion Drive Rights-of-Way

According to Councilmember Morgan, the crosstown connector was designed so it could easily be converted to a 4-lane road later on. However, there is no plan to convert it to a 4-lane road at this time and no money set aside for the conversion. If they approve construction now, it would only be a 2-lane road. He also stated that instead of spending more money to redesign the road so it would be difficult to convert it to a 4-lane road in the future, they could simply vacate the right-of-way on Azalea Drive to prevent it from becoming a 4-lane road in the future. Even though Legion Drive, from Airport Road to Beach Drive, has a large median, they will not have the ability to convert the crosstown connector to a 4-lane road by vacating the right-of-way on Azalea Drive.

Councilmember Morgan moved to instruct the Public Works Director, City Engineer and Land Use Attorney to provide a report to Council on whether the City could build a four-lane road on Legion Drive from Airport to Beach Drive with the right-of-way it currently has; and if so, which right-of-way they would need to vacate to prevent it from happening. Also, to have City staff prepare a report about Azalea Drive right-of-way vacation. Councilmember Destin provided a second to the motion.

Councilmember Braden stated that he is never been in favor of abandoning rights-of-way. He feels they could always turn it into something useful such as parking.

Councilmember Morgan maintains that by abandoning the right-of-way on Azalea Drive, they could prevent future Council from turning it into a 4-lane road because the City no longer owns the property.

The Mayor called for a vote on the motion, which passes 6-1 (Council members Morgan, Destin, Marler, Overdier, Menchel, and Ramswell voted “yes”; Councilmember Braden voted “no”).

- H. Mayor Gary Jarvis
- I. Land Use Attorney

The Land Use Attorney announced they have selected a mediator for the Pointe Mezzanine litigation, per Council’s directive; and that they will provide more update after their initial conversation with the mediator.

J. City Attorney

Councilmember Braden requested an update on the litigation involving the Destin Fishing Fleet.

According to the City Attorney, the Bert Harris lawsuit is the major lawsuit for the Fleet. It is still in the discovery stages of litigation. They have a pre-trial scheduled in June; however, there could be a dispositive motion that could occur that if the City prevails would moot the trial. He also

stated that he had taken the deposition of Commissioner Kelly Windes. And Maryann Windes. Mr. Louis Zunguze's deposition was taken as the City's corporate representative, but that deposition is not fully closed, and they could still recall Mr. Zunguze.

8. PUBLIC COMMENTS

Mr. Ken Wampler asked if the Short-Term Rental Task Force has officially been disbanded.

The Land Use Attorney replied affirmatively.

Mr. Bill Reddington stated that he is in favor of the proposed guardrail on Airport Road; however, they need to make it wide enough to prevent motorists from hitting the guardrail.

Having no further business at this time, the meeting was adjourned at 9:15 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
FEBRUARY 18, 2020
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

The Council of the City of Destin met in regular session with the following members and staff present:

Destin City Council

Mayor Gary Jarvis
Councilmember Steven Menchel
Councilmember Cyron Marler
Councilmember Prebble Ramswell

Councilmember Parker Destin
Councilmember Skip Overdier
Councilmember Rodney Braden
Councilmember Chatham Morgan

Destin City Staff

City Manager Lance Johnson
Public Info Manager Catherine Card
Code Compliance Manager Joey Forgione
Parks/Recreation Director Lisa Firth
Community Dev Director Louis Zunguze
Public Services Director Michael Burgess
City Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey
Deputy City Manager Webb Warren
HR Manager Karen Jankowski
Building Official Noell Bell
Finance Director Bragg Farmer
City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM; which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Motion by Councilmember Destin, seconded by Councilmember Marler, to approve the agenda passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

1. APPROVAL OF MINUTES

A. Approval of minutes of January 27, 2020 Special City Council Workshop

Motion by Councilmember Marler, seconded by Councilmember Overdier to approve minutes of January 27, 2020 Special City Council Workshop passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. 2020 Mayor's State of the City

Mayor Jarvis delivered the annual State of the City Address:

Good evening. I am Mayor Gary Jarvis and I would like to welcome everyone to the 2020 State of the City.

[Recognize officials in attendance]

- City Council:
 - Councilman Rodney Braden
 - Councilman Parker Destin
 - Councilman Skip Overdier
 - Councilman Cyron Marler
 - Councilman Steven Menchel
 - Councilman Chatham Morgan
 - Councilwoman Prebble Ramswell
- City Staff

*As I reflect upon 2019, I am extremely thankful for my family and for the opportunity to serve as your mayor of this great city. I truly appreciate the dedication of my fellow council members as well as our employees. Cities across the nation recognize the importance of developing a **brand** to help stimulate investment, promote business opportunities, quality development, tourism, and a quality of life for residents and future generations. This takes careful thought, consideration, and a vision. So, I ask the question, “**What is our brand?**” Is it our beaches? Our world class fishing? Our parks? Our quality of life? Tourism? It is all the above and more.*

*Some say that a **Brand** is “**setting an expectation and delivering upon it.**” My fellow city council members go to great lengths to listen and understand the **EXPECTATIONS** of our residents, businesses and visitors and what they **EXPECT** our great city to be. From this feedback, City Council established a long-term vision for our city. We also developed a strategic plan to ensure we deliver upon that long-term vision and **brand** for our city. With community input, we are managing this city with clear goals and expectations for the future. The objectives we have in place will contribute greatly to the quality of life for generations to come. The council's vision statement is **Destin is a family - oriented beach and fishing community where people want to live, work and play and where guests are welcomed to respectively enjoy our community and its resources.***

*City Council has identified three key groups that are our priority: The first priority group is our year-round residents. Followed by our Destin-based businesses and of course our visitors. Council has a clear vision and unified approach for quality development and revitalization as well as improved mobility and connectivity throughout our city. We as a council are thinking forward in prioritizing our goals as a city. We have many services, programs, and projects underway to fulfill our mission and continue to make Destin a great place to live, work, play and visit. We will continue these efforts well into 2020 and beyond. The city hosted a strategic visioning session in October of 2019. Council and senior city staff members met to discuss our achievements, where we are as an organization and possible paths forward into the future. During this strategic visioning session, City Council identified key objectives and projects for staff to focus on in 2020. These objectives and projects, help form the city's overall strategic plan. This strategic plan is critical to help guide elected officials and staff in their day-to-day activities as well as long term planning. It also provides our residents, businesses and visitors transparency into the City of Destin's planning and operations. **We have provided this strategic plan as a flyer to all participants here tonight and I would like to invite our video viewing audience to access it online at our website, www.cityofdestin.com/strategicplan.***

I would like to update everyone on a few of our top Council Objectives for FY20, which is part of the strategic plan.

Beach Acquisition: We have identified multiple funding sources for beach acquisition and are moving forward to secure potential properties in 2020 and beyond.

We have made great progress with Gulf Power, and their parent company NextEra, to work on finalizing a new franchise agreement as well as find innovative ways to underground utilities for our city.

Community Development and our council has worked diligently with our residents and business community to continue to improve our Short-Term Rental regulations which will provide a higher quality of life for our residents and more enjoyable experience for our visitors.

We have successfully hired an experienced Projects and Grant Manager to help the city maximize external funding opportunities for city projects as well as help to ensure our projects are managed as efficiently as possible.

We are working with our community partners to ensure our sheriff services are properly funded for Destin.

Discussions continue to be held in public meetings regarding the viability of a multi-use community and events center in our Town Center Community Redevelopment District.

As we move into the next decade, we have made technology a top priority to further improve our business process, organizational efficiency, and customer service. Our City Council and staff have made a firm commitment to implement a comprehensive municipal management software package. Staff established a software implementation team with representatives from the Community Development, Code Compliance, Public Services, Information Technology and Finance Departments. The goal was to collaborate and find an innovative solution to improve organizational efficiency in permitting, review, inspection, code compliance and financial processes. This goal has now become a reality.

The City of Destin is now implementing a software solution – Energov, of Tyler Technologies, Inc. This is one of the largest and most comprehensive projects the city has ever undertaken. During the implementation process, IT worked with software deployment engineers to make the system available and user friendly to the city staff who will be using the new program. Through this software development, our departments are streamlining business processes. Everyone is very excited to have a new tool that will help serve the City of Destin better, more efficiently, and improve communication with the citizens of Destin. We are leaving no stone unturned as we enter 2020, the city's financial software received a major upgrade, which was completed by IT, with great success. Another major undertaking by IT was the coordination of the scanning and digitization of the Building and Planning division files. This process, as it continues into 2020, will help the city move to a paperless system and provide greater access to documents.

Council is proud of all our departments and the many other accomplishments they have made in the last year.

***Code Compliance** has two top priority management objectives with the goal to strengthen community outreach and gain voluntary compliance through education and awareness of our city ordinances. With a mixture of proactive, reactive and enforcement education we have seen positive results. All code vehicles have been striped to promote visibility, light bars have been added for safety, and with support from IT, in-car computers and printers now allow our officers to be more efficient in responding to citizen concerns and spend more time engaging our citizens and visitors on our local ordinances. Community service and education is now the key focus of our code compliance department to improve the quality of life in our city.*

*Assisting the City Council to implement Land Use policies that enhance the quality of life and promote the economic growth of the city, is the cornerstone of the work of the Department of **Community Development**. One of management's top priority objectives, is to align the comp plan with the Land Development Code. Consistent with that goal, over the past year, the Community Development Department completed a year-long effort of aligning the Future Land Use Map (FLUM) and the Zoning Map to provide both synergy and clarity to the City Land Use policies and regulations. Now the department is turning its efforts to updating the City's Land Use Regulations to be consistent with the alignment.*

Through the acquisition of new development review software, the department's planning, permitting, licensing and citizen requests will be automated and connected with a view to streamlining workflow, improving communication, and increased productivity from the office to the field operations. We are thankful for the patience and cooperation shown by the public as this system is being implemented.

Finally, notwithstanding these major system changes, the department is proud to announce that in 2019 it continued to provide the community a high level of service. The department processed a total of **53** major plan reviews, **3007** permits issued, **1602** Business Tax Receipts issued, and **4564** inspections (1677 Commercial and 2877 Residential) performed to further the growth and redevelopment of the city.

For a city to run smoothly you must have a dedicated staff. One of the City's top management priorities is to balance staffing resources with expectations.

The city's **Human Resources Department** was extremely busy conducting recruitment efforts, orientations and benefits enrollment. This year we replaced 17 employees due to retirements and turnover. HR has hosted team building events to boost morale, promote teamwork, and foster the core values of our organization. Focusing on employee's health HR held an annual employee health fair and partnered with entities like Fort Walton Beach Medical Center and Walgreens to cover flu shots and medical screenings for our employees and their spouses. Thus, keeping our medical costs low and our workforce healthy. Our HR department also initiated an eight-week leadership training course to our supervisory staff thanks to the partnership with the City of Fort Walton Beach and Northwest Florida State College.

As a city our strategic focus is to operate with a transparent and equitable governance of our city's finances. Council has made it a priority to ensure that we operate in a fiscally sound manner and continue to keep our millage rate as one of the lowest in the State of Florida. I want to thank our council and all our staff for their continuing attention, assistance, and cooperation regarding the financial operations of the city.

Our **Public Services Team** has done another remarkable job this year. Under their new leadership, they have been working diligently to map processes and memorialize procedures, not only to improve internal efficiencies, but also in advance of seeking Departmental Accreditation from the American Public Works Association. Public Works' Staff completed several infrastructure assessments this year to include our pavement, sidewalks, pavement markings, signage and drainage systems.

Thanks to a 3.6 million-dollar Gulf Environmental Benefit Fund grant, the City was able to complete all initially identified storm water projects which have worked to improve the water quality in and aquatic habitat of our City's waterways, as well as mitigating those areas historically susceptible to flooding. Public Services continues to work with the National Fish and Wildlife Foundation to use the remaining grant funds to complete two additional projects to mitigate non-point source pollution and improve drainage from two existing outfalls that discharge into the Marler Bayou and Choctawhatchee Bay.

In addition, Public Services oversaw the recertification of our Community Rating System Program that rewards our citizens with a 20% discount on their flood insurance premiums based on a combination of factors, particularly our higher building standards, stormwater management program and drainage system maintenance.

Five major paving projects were completed this year. Gulf Shore Drive, Mattie M. Kelly Boulevard, Stahlman Avenue, Restaurant Row and a portion of Scenic 98 were all resurfaced and restriped. Scores of sections of damaged sidewalk were repaired as well.

Public Services works to keep Destin beautiful every day. This dedicated staff administers our revitalized citywide Adopt-a-Street program which has welcomed several new volunteer groups, manages our right-of-way maintenance contract, regularly operates its street sweeper, conducts an annual city-wide tree-trimming effort, is responsible for removing derelict vessels in the Destin Harbor and Joe's Bayou, maintains the harbor pumping station (which ran flawlessly this year), assists in community events and so much more. Kudo's to the employees for their can-do attitude.

Now, moving on to the **City Clerk's Office**, who provided administrative support for 128 meetings to include City Council and 9 city committees and boards in 2019. They responded to approximately 550 public records requests and is charged with the maintenance of our records dating back to 1984 when the city was incorporated. As it pertains to the maintenance, retention, and destruction of our public records, the clerk's office does an excellent job of maintaining a viable records management program.

Our **Parks and Recreation Department** are highly valued in our city. This department and everything that they do reflects upon the quality of life of our community, contributes to our economy, our environmental well-being

and ensures the health of our youth, adults and seniors. In 2019, staff installed a lighting alert system and resurfaced the walking track at Morgan Sports Complex. Tennis court renovations were completed at Buck Destin Park. Destin's first NFL youth flag football season was a success and the city hosted 18 sports tournaments. And, after many years, the original bleachers at the community center were replaced.

Not only do they bring our community together by providing programs for all age groups year-round, they provide wonderful contributions to our city, which makes our home a desirable place to live. Our staff is working incredibly hard to bring our parks online for our residents and visitors to enjoy. The city has approximately \$8.5 million earmarked for our public beach initiative to secure permanent public beach parks and we will continue our efforts for more financial funding well into 2020. We are thinking big and going to aim high to provide as much public beach access as possible. The best kept secret is our parks along the bay. Once work is completed and these parks are open to the public, we will have an unprecedented number of water-front parks for a city of our size to enjoy. Progress is moving forward with the new Captain Leonard Destin Park and we look forward to the park opening sometime in the spring. We hope the renovations and repairs to our existing bay side parks like Joe's Bayou Recreation Area will be completed sometime in 2020.

Our **Library** is where the love of learning takes place and where citizens young and old can come together to learn new things. In 2019, the library received 55,000 visitors. Through the year, the library hosted various reading programs, continued with its STEAM curriculum for middle school students, and during the summer, offered weekly STEAM programs for grades 1 – 5 and code camps for teens. Our summer reading program was a great success with more than 1500 patrons attending 54 programs, and special events. The staff focused on community outreach by making trips to Destin Elementary School, Destin Middle School, and Fort Walton Beach High School on orientation days to registered students for library cards and distribute information about our library services.

My heartfelt thanks go to our first responders. Whether on the road, on the sand or on the water, they truly are the lifeline for all of us in Destin. Every day they ensure Destin remains a place of peace and unity. They sacrifice weekends, holidays, and time away from their families to protect ours – and for that, I am forever grateful. Thank you to the Okaloosa County Sheriff's Office and the Destin Fire Control District for your partnership, for your friendship, and caring about the citizens we serve.

I would like to close by recognizing our city staff. They are creative, resourceful, and every day we see the results of their commitment to delivering excellent services to our residents and visitors. Most of their efforts are not seen by the public and their dedication to serve this community is sometimes taken for granted and in most cases goes un-noticed. **So, I want to extend to them a great big thank you.** Thank you for what you do every day for Destin. Thank you to all our boards and committee members who give their time willingly because they care and are committed to our community. Our strength comes from you and your involvement is what makes Destin special.

Thank you, God bless you, and God bless the City of Destin

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B. Certificate of Achievement for Code Compliance Officers Danny Sullivan and Sean Donaldson

Mayor Jarvis presented the Certificate of Achievement to Code Compliance Officers Danny Sullivan and Sean Donaldson for their courage under pressure and quick response while on duty, rendering first aid to an injured citizen.

C. Joint Proclamation of the Florida House of Representatives, the Board of County Commissioners of Okaloosa County and the City of Destin proclaiming April 20th through 24th "Beach Trash Awareness Week"

Mayor Jarvis presented the Joint Proclamation of the Florida House of Representatives, the Board of County Commissioners of Okaloosa County and the City of Destin designating the week of April 20-24, 2020, as “Beach Trash Awareness Week.”

D. Water quality standards Mr. Alan Osborne

Mr. Alan Osborne, a Walton County resident, spoke of water quality standards not being enforced by Walton County; stating that Choctawhatchee Bay water quality is a concise summary of the problems faced in Walton County, specifically with the Sandestin Development of Regional Impact (DRI). He noted that he lives within the boundaries of the Sandestin DRI. It is an exception to the County’s comprehensive plan with specific requirements that are not optional. He continued that the Sandestin DRI was first approved in 1976 and was in violation by 1982. In 1984, the County passed County Resolution 84-24 and adopted an updated Master in order to settle the compliance issues. He presented the City Council several documents which he states support his argument. He also stated that Walton County water quality problems will soon become Okaloosa County problems, and that any delays in addressing these issues will ultimately cost more money to fix. He asked the City Council to adopt a resolution requesting the Governor’s Office to have the Department of Economic Opportunity issue a notice of violation on the offenders.

It was the consensus of the Council to instruct the City Attorney to obtain and review all documentation provided by Mr. Osborne pertaining to this issue and bring back some recommendations for Council’s consideration.

E. Sunday parking at Marler Street Parking Lot

Mr. Joe Gholston, representing St. Andrews by the Sea Episcopal Church, informed the Council that St. Andrews Episcopal Church, Coastline Calvary and Grace Lutheran Church will soon be holding Sunday services at different times between 9 AM and 11 AM. All three services will take place at the combined campus located at 307 Harbor Blvd. and 310 Mountain Drive, which is adjacent to the Marler St. Parking Lot. The combined congregations of the three churches are approximately 600 persons. While there will be arrivals and departures throughout the 8 AM to 1 pm period, additional parking is needed to ensure orderly flow of church members. He asked the Council to provide free access to the Marler Street Parking Lot on Sunday mornings from 8 AM to 1 PM for church attendees, except during special event weekends such as the Seafood Festival.

Councilmember Destin stated he is open to the idea of allowing the churches the use of the parking lot on Sundays; however, they should not make an official decision until after the City’s attorneys conduct due diligence to make sure they do not violate any agreement that exist on the property. He also recommends allowing everyone to park in the parking lot for free during the specified time frame so that they do not violate any constitutional law.

Councilmember Braden noted that several pontoon boat rental companies apparently have a contract with the church to be able to use their parking lot for their overflow businesses year-round.

Mr. Gholston stated it was his understanding they currently have contracts with several establishments to rent parking spaces; and that all the rental spaces are at the front lot in Bldg. 8; but personally, he had never seen any vehicles in the parking lot from those establishments.

Councilmember Menchel asked how they should handle a situation where they allow the churches the use of the parking lot and then another entity made a similar request. They would not want to be accused of discrimination by approving one and denying the other.

The Land Use Attorney noted that before anything could happen at this parking lot, the Community Development Department staff would have to determine what parking agreement, if any, exist on the property and how they could be affected by this proposal. She added that the Marler Street Parking Lot would have to be opened to all and not just for the church congregations.

Councilmember Destin moved to direct City staff, Land Use Attorney and City Attorney to contact the church representatives and review with staff any parking agreement that exist on the property and how it will be affected with what is being proposed. Councilmember Braden provided a second to the motion.

The Mayor asked if any member of the public wishes to provide a comment relating to this subject.

Ms. Carrie Harbarger, a Destin resident, expressed concern about businesses leasing church parking spaces; adding that these are mostly illegal businesses that are creating havoc with the small businesses in the community.

Councilmember Morgan stated there is a deficiency in their City code that allows pontoon boats parking on other parcels such as church parking lots. On paper they have to show they have a parking agreement with other property owners even though they do not use the parking lot. He added this is a problem that they would need to address separately.

Having no further comments from the public, the Mayor called for a vote on the motion.

Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA

Ms. Betty Letcher, a Walton County resident, stated that the bay is dying; and that the drain off from all the golf courses at Sandestin and the developments that are not following the rules are mostly to blame. She added that the City of Destin would soon be affected the same way as the Walton County residents.

4. CITY MANAGER REPORTS

A. Sibert Avenue Parking Area Improvements

According to the City Manager, Council has previously authorized construction of two crushed concrete/gravel parking lots on City-owned property located at 104 and 112 Sibert Avenue. Council subsequently authorized construction of a third parking lot on City-owned property located at 108 Sibert Avenue and capped the funding applied towards this project at \$40,000. A quote was received from of the City's continuing services provider for this project in the amount of \$60,292.50. Lighting will also be required for this project. After the grading is completed, solar LED parking lot fixtures attached to Hurricane resistant poles will be installed. Staff requests that Council raise the cap for the project to \$67,000. Staff has budgeted \$75,000 in FY 20 for this project to be taken from proceeds of the half-cent sales tax revenue.

Councilmember Destin moved to authorize the City Manager to execute an agreement with the City's continuing services contractor, H&T Contractors, LLC to construct a consolidated public parking area on Sibert Avenue in an amount not to exceed \$67,000; seconded by Councilmember Marler. Motion passed 6-1 (Council members Morgan, Destin, Marler, Overdier, Menchel and Ramswell voted "yes"; Councilmember Braden voted "no").

B. Development Review System Software Update

The Deputy City Manager provided an update on the Municipal Software Project. He stated that City staff continues to work hard in preparation for the EnerGov Project. They continue the effort of reviewing and streamlining all development review processes, application forms and workflow project critical paths, in preparation for the EnerGov Software Implementation Process. They had very productive sessions with EnerGov staff in the preceding months and will continue to provide updates to the Council as the project progress. This will be a challenging project for staff, but they are prepared to move forward and have a target date for substantial completion of this phase of the community development portion of EnerGov in January 2021.

C. Approval of Resolution 20-3 opposing the Short-Term Rental legislation proposed at the State level (SB 1128/HB 1011)

According to the City Manager, the Council previously directed the City Land Use Attorney to prepare a resolution opposing pending State legislation that would usurp municipal home rule powers and negatively impact the City's ability to regulate short-term rentals. Resolution 20-03 is now before the Council in this regard.

Motion by Councilmember Overdier, seconded by Councilmember Ramswell, to approve Resolution 20-3 and direct the City Clerk to distribute the Resolution according to Section 4 of the Resolution passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

D. Discretionary Half-Cents Sales Tax Direction

The City Manager noted that on January 27, 2020, The City Council held a workshop to discuss options for spending the new discretionary half-cent sales tax. It is estimated that approximately \$12,800,000 will be available from this tax over the next 9 years. Council reached

general consensus at the workshop that the funds could be spent between for different pots as listed below. Based on allocation amounts discussed at the workshop, staff has drafted the following percentage allocations for discussion purposes. Staff is looking for direction on how much of the discretionary sales tax should be allocated to the 4 designated categories.

1. Beach Acquisition – 75% - \$9,600,000
2. Underground Utilities – 10% - \$1,280,000
3. Public Works/Safety Committee identified projects – 10% - \$1,280,000
4. Other projects as designated by the Council – 5% - \$640,000

Councilmember Overdier moved to allocate portions of half-cent sales tax revenues as follows:

- **75% towards beach acquisitions**
- **10% towards undergrounding utilities**
- **10% towards Public Works/ Public Safety Committee initiated projects**
- **5% towards other projects**

Councilmember Menchel provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

E. Beach Acquisition Agent

According to the City Manager, public beach acquisition is the top priority for the City Council. Staff is recommending an independent third party to assist with negotiations and property acquisition to help expedite the beach acquisition project. The Trust for Public Land (TPL) is a 501(c)(3) organization that has worked with the City on past and present projects, such as Leonard Destin Park and Royal Melvin Heritage Park. Partnering with the TPL will also provide additional transparency and an experienced acquisition manager to work with staff during this process. Staff can work with the TPL to pursue supporting grants and assist in project management to ensure the acquisition process moves forward in a transparent, cost-efficient and proactive manner. Staff has communicated with Ms. Kate Brown, a TPL representative concerning their availability for this project. If Council approves, the TPL is ready to move forward on this project as soon as possible. No contract is necessary for the City to utilize the TPL and their expertise to negotiate and facilitate the acquisition process.

Councilmember Menchel moved to authorize the City Manager to work with the Trust for Public Land to negotiate beach acquisition opportunities and bring individual properties back to Council for consideration in accordance with State Statutes. Councilmember Ramswell seconded the motion.

The Mayor noted that the TPL was established by the State for this purpose and he, along with the City Manager and Deputy City Manager, believe this would be the best and the most practical route for the City to take because the costs of the projects involve millions of dollars.

Councilmember Braden requested an update on the Eglin property located on the west side of the Marler Bridge, which the City was interested in pursuing.

The Mayor noted that Commissioner Kelly Windes had asked if the City was still interested in pursuing that particular piece of property with the Air Force as a joint venture for the County and the City. They informed Commissioner Windes that the City, along with other members of the public, has had prior discussions about pursuing that property. Commissioner Windes would be bringing that issue before the Board of County Commission for discussion and that the City will be informed as to the result of that discussion.

Councilmember Braden noted that the City Council has previously directed the City's Parks and Recreation Committee to take this matter up and make recommendations to Council.

According to the Parks and Recreation Director Lisa Firth, they have contacted Eglin representatives about this issue and that an application has been provided for their review.

According to the Land Use Attorney, the Parks and Recreation Committee will be asked to make recommendations with regards to information to include in the application, and then it will go before the City Council for further direction.

The Mayor noted he has a scheduled meeting in March with the Eglin AFB commander, and that this is one of the issues he plans to discuss with him. He will also ask Commissioner Windes to provide the City Council an update on the path the County Commission wish to explore so they could move along the same path.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes")

F. Land Development Code (LDC) Update Overview

The Community Development Director Louis Zunguze provided the following Land Development Code update overview:

- Philosophy: "How we develop and where we develop matters. An adopted Comprehensive Plan and Land Development Code are the community's guiding framework for attaining a community's vision – for growth, redevelopment and investment."
- The Issue:
 - ❖ The City's Land Development Code is not consistent with the City's adopted Comprehensive Plan
 - ❖ It is time for a thorough article by article evaluation
- Guiding Principles
 - ❖ Simplicity
 - ❖ Easy to Navigate
 - ❖ Enhance Liability Elements of City's Planning Areas
 - ❖ Implement the City's Development Policies
- The Approach
 - ❖ Focus on LDC Article 8 – Transportation

- To bring LDC Chapter 8 requirements into conformity with Comprehensive Plan policies Chapter 2 – Transportation Element
- Set the tone – Provide requirements and process for a safe, convenient and cost-effective multimodal transportation system and roadway network that optimizes access for current and future development
- ❖ Three Part Approach
 - Evaluate the applicability and consistency of existing LDC provisions with the Comprehensive Plan 2020 Goals, Objectives and Policies
 - Reorganize the existing provisions into a logical sequence of elements addressing transportation corridors and facility design, access management, on-site transportation and community parking strategies
 - Update and draft new provisions to implement the Transportation Element of the Comprehensive Plan
- Benefits of the Land Development Code Update
 - ❖ Deliver customer-oriented development review service to residents of the development community
 - ❖ Enhance quality of life and showcase investment opportunities in the City
 - ❖ Enable Council and administration to guide current and future development towards the City’s vision
- Vision 2035
 - ❖ DESTIN IS A FAMILY-ORIENTED BEACH AND FISHING COMMUNITY WHERE PEOPLE WANT TO LIVE, WORK & PLAY AND WHERE GUESTS ARE WELCOMED TO RESPECTFULLY ENJOY OUR COMMUNITY AND ITS RESOURCES

Motion by Councilmember Menchel, seconded by Councilmember Overdier, to direct staff to proceed with updates to the Land Development Code as outlined passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

G. Construction Noise Limitations

The City Manager noted that the Council instructed staff to bring back some recommendations for amending the construction noise limitation in the Code of Ordinances. Staff proposes that the Council amends the code as follows:

All Zoning Districts

1. Construction activity shall not be allowed on any Federal Holiday
2. Limit construction activities to Monday – Friday from 7:00 a.m. to 7:00 p.m. only
3. Limit construction activities on weekends (Saturday and Sunday) from 9:00 a.m. – 5:00 p.m. only

Councilmember Marler expressed concern regarding construction activities in residential areas on weekends; stating that people working all week long should be able to spend a quiet weekend at home.

The Mayor suggests limiting construction activities to 9:00 a.m. – 4:00 p.m. on weekends rather than banning it completely as sometimes the weather is bad all week-long limiting construction activities and some work had to be done on weekends to catch up. He asked if they have received comments from the construction community on issues relating to the pouring of concretes which is ideally done in cooler temperature.

According to the City's Building Official Noell Bell, they have not received many comments relating to pouring of concrete, which is currently allowable starting at 3:00 a.m.; adding that the Council would need to decide if they want to continue with this schedule.

The Mayor suggests instituting stricter guidelines but making provisions for special waivers for which construction companies would have to apply and meet certain standards.

According to the Land Use Attorney, they have not addressed the issue relating to the pouring of concrete because based on her discussion with the Building Official and Community Development Director, if they start to restrict when the concrete can be poured, it could stall the entire construction project.

Mr. Zunguze stated that they are currently reviewing this situation. They are trying to strike a balance between getting something done as efficiently as possible while also not creating a degradation of the quality of life for residents. He continued that the longer it takes for construction to be completed, the longer complaints will carry on. In those cases where concrete or heavy equipment is being used, they could require additional notification or special provision to take place.

Councilmember Menchel moved to direct the City Land Use Attorney to proceed with preparation of an ordinance to implement staff's recommended changes; seconded by Councilmember Marler.

Councilmember Braden stated he does not understand the reason concrete had to be poured at 3:00 a.m. other than people just do not want to do it under the hot sun. In which case, they could hire more people to get it done quickly. He added he has been involved in construction business for several years. They never had to pour concrete at 3:00 a.m. and still completed their projects on schedule. He asked staff to conduct further analysis as to the reason the placement of concrete must occur at 3:00 a.m.

Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

H. Announcements

The City Manager announced the City Council Workshop scheduled for Monday, February 24th, beginning at 6:00 p.m. to discuss the proposed Destin Community Events Center.

5. PUBLIC HEARINGS

A. Second reading of Ordinance 20-02-LC, amending Articles 6, 7, 8, 11 and 12 of the Land Development Code to delete all references to the tiered land use system pursuant to the City's Comprehensive Plan.

The City Attorney read proposed Ordinance 20-02-LC by title, and then presented the ordinance to the City Council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLES 6, 7, 8, 11 AND 12 OF THE LAND DEVELOPMENT CODE TO DELETE ALL REFERENCES TO THE TIERED LAND USE SYSTEM PURSUANT TO THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the Mayor closed the public hearing portion and sent the matter over to the City Council for their discussion and consideration.

Councilmember Overdier moved to approve proposed Ordinance 20-02-LC on second reading; seconded by Councilmember Menchel. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

B. Second reading of Ordinance 20-03-LC, amending Article 2 of the Land Development Code, amending procedures for lot splits and lot line adjustments.

The City Attorney read proposed ordinance 20-03-LC by title, and then presented it to the City Council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE 2 OF THE LAND DEVELOPMENT CODE; AMENDING PROCEDURES FOR LOT SPLITS AND LOT LINE ADJUSTMENTS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the Mayor closed the public hearing portion and sent the matter over to the City Council for their discussion and consideration.

Councilmember Overdier moved to approve proposed Ordinance 20-03-LC on second reading; seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

CONSENT AGENDA

A. Request approval for a marine construction project at 3813 Indian Trail. The project, located on Choctawhatchee Bay, includes ± 70 LF of dock, a boathouse and two (2) catwalks. The total project footprint is ± 1000 sq. feet.

B. Draft Minutes of Standing Committee/Board Meetings

C. Memorandum of Understanding between Marine Forces Special Operations Command and The City of Destin, Florida

Motion by Councilmember Destin, seconded by Councilmember Overdier, to approve Consent Agenda items 6A thru 6C, as printed above, passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

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

A. Councilmember Braden

Councilmember Braden would like to spearhead Council’s effort to get involved with FDOT’s planned redesign of US Hwy 98, to include landscaping. This improvement project will cost millions of dollars.

Councilmember Destin moved to appoint Councilmember Braden to the OW-TPO Board, seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Councilmember Braden inquired as to the status of hiring a City Engineer.

The City Manager stated the position has been re-advertised at several locations and they have already received two applications.

Councilmember Braden asked for an update on Capt. Royal Melvin Heritage Park construction.

The City Manager replied the project is currently out to bid. Bids are initially due by the end of this month; however, it would need to be extended as they are about to issue an addendum and give the contractors time to amend their bids, if necessary.

B. Councilmember Ramswell

Councilmember Ramswell would like to have the Beach Advisory Group review the Wheeled Vehicle on the Beach ordinance and provide recommendations before it comes back to the Local Planning Agency. She stated that several individuals have contacted her expressing concern about the ordinance, and she feels the Beach Advisory Group is perfect for this task because of its makeup.

There were no objections from other members of the Council.

Councilmember Destin would like the meeting to occur soon and to invite some of the stakeholders if possible. He added that all the issues have to be resolved before the season gets in full swing.

Councilmember Ramswell asked if the Council feels the Events Center Workshop scheduled for February 24th is still necessary since they already had two different meetings in trying to establish their priorities and the Events Center does not seem to have the support of the Council.

According to Councilmember Braden, he has heard people say an event center is a good thing but not for the City of Destin.

The Mayor stated it is an initiative that he is promoting, and it is something that he feels the City ought to consider. There are hundreds of millions of dollars available for economic improvement for the communities through the Triumph fund; and that an event center would not only serve the community 365 days a year, but it would also create an economic driver and create the intent of the Town Center CRA when it was formed. It will be a transformational project where none correctly exists.

Councilmember Overdier stated that he supports going forward with the workshop. The group that will make the presentation will provide input and solicit input from the Council in terms of what they want out of this facility. The group can also recommend other sources for funding, in addition to Triumph, and that it is an opportunity that may never come around again.

C. Councilmember Menchel

Councilmember Menchel stated that the State of the City was delivered tonight and it has been the most poorly attended State of the City he has ever attended; adding that people seem to only care when there is something on their agenda. He added that one item that was not covered during the State of the City presentation involved the Sheriff's Office. The total calls for service for 2019 was 35,477, and that there were 142 city ordinance violations. He added they need to keep these figures in mind when they start asking for the additional 10 percent funding from the TDC for the Sheriff's Office next year.

Councilmember Menchel requested that the contact phone number for the Code Compliance Officer on night shift duty be advertised on the City's website.

Councilmember Menchel announced that the City Manager is looking into expediting the re-painting of the center line on Dolphin Street and replacing raise pavement markers on Scenic Hwy 98. He stated that Dolphin Street is widely used, and it has a very narrow street and the lines at the center of the street are virtually non-existent. Also, many of the raise pavement markers on Scenic Hwy 98 are missing.

Councilmember Menchel noted that earlier in the meeting, the Mayor mentioned something about having a meeting with the Eglin AFB commander. He asked if the information gathered from this meeting are shared with the City Council.

The Mayor explained that the Base Commander requested this meeting to find out how his people are being perceived in the community, how they live and to inform him on upcoming troop movements. He plans to discuss different issues with the Base Commander, and if there are issues that come out of the meeting that require Council's attention or approval, he fully intends to bring them before the Council.

Councilmember Menchel asked the Mayor to make a courtesy announcement when he plans to meet with any public officials in the event any member of the Council has a discussion point they could bring to the Mayor's attention to discuss at the meeting.

D. Councilmember Overdier

E. Councilmember Marler

F. Councilmember Destin

Councilmember Destin moved to amend the RFP that solicits services for the undergrounding design and engineering work to also include the services for the streetscape redesign component of the project at least from Airport Road to the Marler Bridge; seconded by Councilmember Braden. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

Councilmember Destin stated that with the absence of a City Engineer, he would not want several projects being delayed, such as the continued pursuit of right-of-way vacation or simple redesign of the crosstown connector. He would like to see projects such as this to continue moving forward.

Councilmember Destin moved to direct staff, City Attorney and Land Use Attorney to obtain an hourly rate quote within a week from one of the City's continuing services contractor for the right-of-way vacation and simple redesign of the crosstown connector to keep these processes moving forward. Councilmember Marler provided a second to the motion. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

Councilmember Destin requested an update on a firehouse potentially being located at the Clement Taylor Park.

According to the City Manager, the Destin Fire District's last discussion with the City Council was to wait until the City gets final approval from the Treasury Department and the funding is ready to be distributed before making an additional move on the property.

G. Councilmember Morgan

H. Mayor Gary Jarvis

I. Land Use Attorney

1) Request to call executive session pursuant to section 286.011(8), Florida Statutes, in the cases of Pointe Mezzanine, LLC v. City of Destin, Okaloosa County Court Case No. 2019-CA004010 F, and Pointe Mezzanine, LLC v. City of Destin, Okaloosa County Court Case No. 2019CA003733 F.

Councilmember Overdier moved to schedule the executive session pursuant to the above litigation; seconded by Councilmember Braden.

Councilmember Marler announced he would abstain from voting as he is employed by an entity involved in the litigation.

Motion passed 6-0 (Council members Morgan, Destin, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Marler abstained from voting).

The Land Use Attorney announced the executive session will be held on Monday, March 2nd, at 5:30 PM.

J. City Attorney

The City Attorney announced that the East Pass is ready to be dredged starting the end of this month.

8. PUBLIC COMMENTS

ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 8:35 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk



Quick Facts about Shore of Crystal Beach Park and Target Parcels



- 3 New Parcels + Shore of Crystal Beach Park = 251' Linear Feet of Beach Park

Expansion Property Name	Linear ft
Shore at CB Expansion 1	67'
Shore at CB Expansion 2	67'
Shore at Crystal Beach West (Crystal Port)	50'



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") entered into this _____ day of _____, 2020, between **THE TRUST FOR PUBLIC LAND, a nonprofit California corporation**, whose address is 306 N. Monroe St., Tallahassee, FL 32301, ("Seller"), and **THE CITY OF DESTIN, FLORIDA**, whose address is 4200 Indian Bayou Trail, Destin, Florida, 32541, ("Buyer") (Seller and Buyer are collectively hereinafter referred to as the "Parties").

RECITALS

A. The addresses and telephone numbers of the Parties to this Agreement are as follows:

SELLER

The Trust for Public Land
306 N. Monroe Street
Tallahassee, FL 32301

Attention: Kate Brown
Telephone: 850-661-2788
Email:

With a copy to:

Peter Fodor, Legal Director
The Trust for Public Land
306 North Monroe Street
Tallahassee, FL 32301

Telephone: 850-222-7911, Ext. 29
Email: Pete.Fodor@tpl.org

BUYER:

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Attention: Webb Warren
Telephone: 850-685-6077
Email: wwarren@cityofdestin.com

With a copy to:

Kyle Bauman, City Attorney
Anchors Smith Grimsley
909 Mar Walt Dr, Suite 1014
Fort Walton Beach, FL, 32547

Telephone: 850-863-4064
Email: kbauman@asglegal.com

B. Seller has disclosed and Buyer acknowledges and agrees that Seller has a binding Option Agreement on that certain real property in Okaloosa County, Florida, which property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"). The Property is not presently owned by Seller and Seller's obligations under this Agreement are contingent upon Seller acquiring marketable fee simple title from the current owner. The current Property owner is actively seeking a replacement property as described in section 1031 of the Internal Revenue Code and the purchase agreement between Seller and the current Property owner is contingent upon the current Property owner successfully locating a replacement property in order to consummate that transaction. The Property includes any and all improvements, fixtures, timber, water and minerals located thereon, and any and all appurtenant rights, including but not limited to, riparian and littoral rights, timber rights access rights and mineral rights.

C. Seller wishes to sell the Property to Buyer and Buyer wishes to purchase the Property from Seller on the terms and conditions set forth in this Agreement.

D. The Parties anticipate that the closing of this transaction shall take place substantially simultaneously with the closing of the transaction between Seller and the current Property owner as described in Recital B, above.

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

1. **Purchase and Sale.** In consideration of an earnest money deposit by Buyer to Seller in the amount of One Hundred Dollars and 00/100 (\$100.00) (the "Deposit") and other good and valuable consideration as set forth below, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement. The Deposit paid above shall be credit toward the Purchase Price (as defined below). Seller shall return the Deposit to Buyer if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. **Inspection Period.** The period of time from the effective date of this Agreement through September 14, 2020, shall constitute Buyer's inspection period (the "Inspection Period"). During the Inspection Period, Buyer, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as Buyer deems appropriate in order to assess the condition of the Property. During the Inspection Period, Buyer may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, prior to the end of the Inspection Period if it deems the survey, status of title, or physical or environmental condition to be unacceptable to Buyer.

3. **Purchase Terms.**

a. **Price.** The purchase price for the Property shall be Three Million Nine Hundred Thousand Dollars and 00/100 (\$3,900,000) (the "Purchase Price").

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

4. **Closing.** In the event Buyer does not terminate this Agreement as permitted herein, the Closing shall take place on or before May 15, 2021, at a time and place mutually agreeable to the parties. The Parties may arrange to close by mail.

Seller shall deliver to Buyer at closing the following documents prepared by Seller's counsel:

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

b. an owner's affidavit attesting to the absence of mechanic's or materialmen's liens, boundary line disputes, proceedings involving Seller which might affect title to the Property, or parties in possession other than the Seller and such lessees or licensees as may

be in possession pursuant to ground leases or licenses and meeting the requirements of Section 6, below, and;

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

d. closing statement

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

5. Closing Expenses and Prorations:

a. At closing Seller shall pay: i.) transfer or documentary taxes on the deed of conveyance, if any; ii.) recording fees for the deed of conveyance; iii.) the cost of preparing all documents necessary to satisfy the requirements of the title insurance commitment or remove encumbrances on Seller's title; and iv.) Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of closing, based upon the current assessment and millage rates on the Property.

b. At closing Buyer shall pay: i.) the cost of the survey; ii.) the cost of the hazardous materials audits; and iii.) the cost of title examination, preparation of the title insurance commitment, the owner's title insurance premium, and all other costs associated with the preparation and delivery of the owner's title insurance policy.

c. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. Condition of Title.

a. Within ten (10) days of the effective date of this Agreement, Seller shall provide a commitment for a title insurance policy on the Property in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid by Buyer.

b. Buyer may object to any matter of title that, in the opinion of Buyer, would constitute a title defect or render title unmarketable or uninsurable. Such objections to title shall be specified in writing and deliver to Seller with ten (10) days from the date of receipt of the title commitment by Buyer.

c. In the event Buyer timely notifies Seller of objections to title, Seller shall cure such title defects within thirty (30) days from receipt of notice.

d. If after the exercise of reasonable due diligence Seller is unable to make title to the Property such as is required by Buyer by the closing date, then Buyer shall have the right to:

i. terminate this Agreement, in which case all monies paid by Buyer in accordance with this Agreement shall be returned immediately to Buyer and the Parties shall be relieved of any further obligations hereunder;

ii. extend the closing date for up to thirty (30) days to allow Seller additional time to make title to the Property such as is required by the terms of this Agreement; or

iii. elect to accept title to the Property in its existing condition.

7. **Buyer's Right of Entry and Survey.** Seller shall provide to Buyer a current certified boundary survey performed by a registered Florida land surveyor in form acceptable to Buyer. The plat of the survey shall show the boundaries of, and state the acreage of the Property, rounded to the nearest one-hundredth (1/100) of an acre. The legal description in Exhibit "A" shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment. If an accurate boundary survey by Seller's surveyor discloses any state of facts which materially or adversely affect the insurability of marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above. Buyer shall reimburse Seller for cost of said survey.

8. **Hazardous Materials and Audit Remediation.** Seller shall provide Buyer with a Phase I Environmental Site Assessment ("ESA") performed in accordance with the requirements set forth in ASTM E 1527-15. Additionally, in the State of Florida, if an ESA gives an opinion regarding geology, the report must be signed by a Professional Geologist or Professional Engineer qualified in geology. Buyer shall reimburse Seller for cost of said Phase 1 Audit. In the event that the Phase 1 Audit final report states that there is more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or further investigation are necessary to determine whether Recognized Environmental Conditions are present ("Unsatisfactory Report"), Buyer may elect to terminate this Agreement by giving notice as required herein, in which event the Seller agrees to return to Buyer the Deposit, and thereafter the parties shall have no further obligations under this Agreement.

Notwithstanding the foregoing, such notice of termination may be suspended by Buyer if Seller gives notice with ten (10) days of receipt of Buyer's notice of termination, that Seller agrees to promptly carry out, at Seller's sole expense, and with contractors selected or approved by Buyer, all further investigations and remediation of the Property as is necessary to make the Property acceptable to Buyer within a time period acceptable to Buyer. If Seller elects to carry out such further investigation or remediation, the inspection period shall be automatically extended until fifteen (15) days following Buyer's receipt of information from contractors that is satisfactory to Buyer, or letters of "no further action required" from the applicable regulatory agencies, indicating that either there is no more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or that the Property has been remediated to Buyer's satisfaction and complies with all governmental regulations.

9. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer that

(a) Seller shall have good and marketable fee simple title to the Property by the time of closing.

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

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

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

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

(f) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Buyer may have an appropriately licensed person test the Property for radon. If radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon level to an acceptable EPA level, failing which either party may cancel this Agreement.

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

(h) Mold: Mold is part of the natural environment that, when accumulated in sufficient quantities may present health risks to susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

If, before the conveyance to Buyer, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the date of conveyance to Buyer, Buyer may elect to either:

a. terminate this Agreement, in which case Buyer shall have no obligation to accept title to the Property, or

b. defer the closing date for a period of up to thirty (30) days to permit Seller to remedy the problem.

10. **Seller's Right to Remove Personal Property.** Prior to closing Seller may, but shall not be obligated to remove or cause to be removed from the Property, at Seller's sole cost and expense, any and all personal property and fixtures, including appliances and air conditioning units.

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

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

13. **Remedies upon Default.** In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Seller shall pay to Buyer the sum of One Thousand and 00/100 Dollars (\$1,000.00) as full liquidated damages for Seller's default. In the event of a default by Buyer, Seller shall have the right to pursue a specific performance action against Buyer, or pursue any other available legal or equitable remedies.

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

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

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

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

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

19. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.**

20. **Prevailing Party/Venue.** The losing party shall pay the prevailing party's reasonable attorney's fees and costs incurred in any litigation relating to this Agreement and any and all documents relating to this Agreement. The parties acknowledge and agree that this Agreement was entered into in Okaloosa County, Florida and if any litigation results from an alleged breach of this Agreement by any party, the exclusive venue and jurisdiction for any such litigation that relates in any way whatsoever to this Agreement, or any and all documents or instruments executed pursuant to this Agreement shall be the state courts of Okaloosa County, Florida.

21. **Effective Date.** As used herein, the terms "date of this Agreement," "date hereof," and "effective date of this Agreement" shall mean the date on which the last of the parties signs this Agreement.

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

SELLER: The Trust for Public Land, a
nonprofit California corporation

BUYER: The City of Destin, Florida, a
Florida municipal corporation

By: Pete Fodor
Its: Legal Director
Date: _____

By: _____
Its: _____
Date: _____

Approved as to form and legality

BY: _____

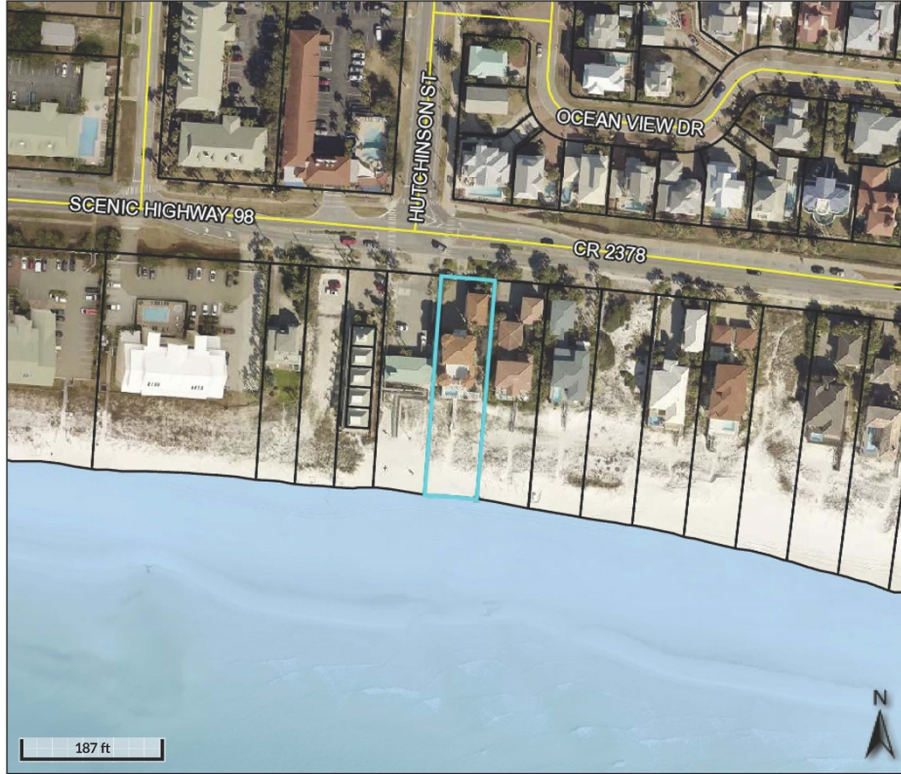
EXHIBIT “A”

LEGAL DESCRIPTION

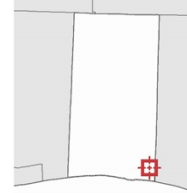
**LOT 2, THE SHORES OF CRYSTAL BEACH, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 13, PAGE 82 OF THE PUBLIC RECORDS OF OKALOOSA
COUNTY, FLORIDA**

Property Street Address: 2968 Scenic Highway 98, Destin, FL 32541

Parcel Tax ID No.: 00-2S-22-0584-0000-0020



Overview



Legend

- Parcels
- Roads
- Water
- City Labels

Parcel ID	00-25-22-0584-0000-0020	Physical Address	2968 SCENIC HWY 98 E DESTIN	Land Value	\$1,681,850	Last 2 Sales				
Acreage	0.44	Mailing Address	GEMINI CAPITAL ACQUISITIONS	Ag Land Value	\$0	Date	8/4/2017	Price	\$100	Reason
(GIS)			11767 SOUTH DIXIE HWY SUITE 263 PINECREST, FL 33156	Building Value	\$1,033,230		6/26/2006	\$100		UNQUAL/FEDERAL/STATE/LOCAL GOV
Property Class	SINGLE FAM			Misc Value	\$26,103					QUAL/CREDIBLE,VERIF/DOC/EVIDEN
Taxing District	10			Just Value	\$2,741,176					
				Assessed Value	\$2,741,180					
				Exempt Value	\$0					
				Taxable Value	\$2,741,180					

Date created: 6/11/2020
Last Data Uploaded: 6/11/2020 4:02:13 AM

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") entered into this _____ day of _____, 2020, between **THE TRUST FOR PUBLIC LAND, a nonprofit California corporation**, whose address is 306 N. Monroe St., Tallahassee, FL 32301, ("Seller"), and **THE CITY OF DESTIN, FLORIDA**, whose address is 4200 Indian Bayou Trail, Destin, Florida, 32541, ("Buyer") (Seller and Buyer are collectively hereinafter referred to as the "Parties").

RECITALS

A. The addresses and telephone numbers of the Parties to this Agreement are as follows:

SELLER

The Trust for Public Land
306 N. Monroe Street
Tallahassee, FL 32301

Attention: Kate Brown
Telephone: 850-661-2788
Email:

With a copy to:

Peter Fodor, Legal Director
The Trust for Public Land
306 North Monroe Street
Tallahassee, FL 32301

Telephone: 850-222-7911, Ext. 29
Email: Pete.Fodor@tpl.org

BUYER:

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Attention: Webb Warren
Telephone: 850-685-6077
Email: wwarren@cityofdestin.com

With a copy to:

Kyle Bauman, City Attorney
Anchors Smith Grimsley
909 Mar Walt Dr, Suite 1014
Fort Walton Beach, FL, 32547

Telephone: 850-863-4046
Email: kbauman@asglegal.com

B. Seller has disclosed and Buyer acknowledges and agrees that Seller has a binding Option Agreement on that certain real property in Okaloosa County, Florida, which property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"). The Property is not presently owned by Seller and Seller's obligations under this Agreement are contingent upon Seller acquiring marketable fee simple title from the current owner. The Property includes any and all improvements, fixtures, timber, water and minerals located thereon, and any and all appurtenant rights, including but not limited to, riparian and littoral rights, timber rights access rights and mineral rights.

C. Seller wishes to sell the Property to Buyer and Buyer wishes to purchase the Property from Seller on the terms and conditions set forth in this Agreement.

D. The Parties anticipate that the closing of this transaction shall take place substantially simultaneously with the closing of the transaction between Seller and the current Property owner as described in Recital B, above.

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

1. **Purchase and Sale.** In consideration of an earnest money deposit by Buyer to Seller in the amount of One Hundred Dollars and 00/100 (\$100.00) (the "Deposit") and other good and valuable consideration as set forth below, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement. The Deposit paid above shall be credit toward the Purchase Price (as defined below). Seller shall return the Deposit to Buyer if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. **Inspection Period.** The period of time from the effective date of this Agreement through September 14, 2020, shall constitute Buyer's inspection period (the "Inspection Period"). During the Inspection Period, Buyer, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as Buyer deems appropriate in order to assess the condition of the Property. During the Inspection Period, Buyer may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, prior to the end of the Inspection Period if it deems the survey, status of title, or physical or environmental condition to be unacceptable to Buyer.

3. **Purchase Terms.**

a. **Price.** The purchase price for the Property shall be Three Million Three Hundred Thousand Dollars and 00/100 (\$3,300,000) (the "Purchase Price").

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

4. **Closing.** In the event Buyer does not terminate this Agreement as permitted herein, the Closing shall take place on or before October 15, 2020, at a time and place mutually agreeable to the parties. The Parties may arrange to close by mail.

Seller shall deliver to Buyer at closing the following documents prepared by Seller's counsel:

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

b. an owner's affidavit attesting to the absence of mechanic's or materialmen's liens, boundary line disputes, proceedings involving Seller which might affect title to the Property, or parties in possession other than the Seller and such lessees or licensees as may be in possession pursuant to ground leases or licenses and meeting the requirements of Section 6, below, and;

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

d. closing statement

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

5. Closing Expenses and Prorations:

a. At closing Seller shall pay: i.) transfer or documentary taxes on the deed of conveyance, if any; ii.) recording fees for the deed of conveyance; iii.) the cost of preparing all documents necessary to satisfy the requirements of the title insurance commitment or remove encumbrances on Seller's title; and iv.) Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of closing, based upon the current assessment and millage rates on the Property.

b. At closing Buyer shall pay: i.) the cost of the survey; ii.) the cost of the hazardous materials audits; and iii.) the cost of title examination, preparation of the title insurance commitment, the owner's title insurance premium, and all other costs associated with the preparation and delivery of the owner's title insurance policy.

c. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. Condition of Title.

a. Within ten (10) days of the effective date of this Agreement, Seller shall provide a commitment for a title insurance policy on the Property in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid by Buyer.

b. Buyer may object to any matter of title that, in the opinion of Buyer, would constitute a title defect or render title unmarketable or uninsurable. Such objections to title shall be specified in writing and deliver to Seller with ten (10) days from the date of receipt of the title commitment by Buyer.

c. In the event Buyer timely notifies Seller of objections to title, Seller shall cure such title defects within thirty (30) days from receipt of notice.

d. If after the exercise of reasonable due diligence Seller is unable to make title to the Property such as is required by Buyer by the closing date, then Buyer shall have the right to:

i. terminate this Agreement, in which case all monies paid by Buyer in accordance with this Agreement shall be returned immediately to Buyer and the Parties shall be relieved of any further obligations hereunder;

ii. extend the closing date for up to thirty (30) days to allow Seller additional time to make title to the Property such as is required by the terms of this Agreement; or

iii. elect to accept title to the Property in its existing condition.

7. **Buyer's Right of Entry and Survey.** Seller shall provide to Buyer a current certified boundary survey performed by a registered Florida land surveyor in form acceptable to Buyer. The plat of the survey shall show the boundaries of, and state the acreage of the Property, rounded to the nearest one-hundredth (1/100) of an acre. The legal description in Exhibit "A" shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment. If an accurate boundary survey by Seller's surveyor discloses any state of facts which materially or adversely affect the insurability of marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above. Buyer shall reimburse Seller for cost of said survey.

8. **Hazardous Materials and Audit Remediation.** Seller shall provide Buyer with a Phase I Environmental Site Assessment ("ESA") performed in accordance with the requirements set forth in ASTM E 1527-15. Additionally, in the State of Florida, if an ESA gives an opinion regarding geology, the report must be signed by a Professional Geologist or Professional Engineer qualified in geology. Buyer shall reimburse Seller for cost of said Phase 1 Audit. In the event that the Phase 1 Audit final report states that there is more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or further investigation are necessary to determine whether Recognized Environmental Conditions are present ("Unsatisfactory Report"), Buyer may elect to terminate this Agreement by giving notice as required herein, in which event the Seller agrees to return to Buyer the Deposit, and thereafter the parties shall have no further obligations under this Agreement.

Notwithstanding the foregoing, such notice of termination may be suspended by Buyer if Seller gives notice with ten (10) days of receipt of Buyer's notice of termination, that Seller agrees to promptly carry out, at Seller's sole expense, and with contractors selected or approved by Buyer, all further investigations and remediation of the Property as is necessary to make the Property acceptable to Buyer within a time period acceptable to Buyer. If Seller elects to carry out such further investigation or remediation, the inspection period shall be automatically extended until fifteen (15) days following Buyer's receipt of information from contractors that is satisfactory to Buyer, or letters of "no further action required" from the applicable regulatory agencies, indicating that either there is no more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or that the Property has been remediated to Buyer's satisfaction and complies with all governmental regulations.

9. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer that

(a) Seller shall have good and marketable fee simple title to the Property by the time of closing.

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

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

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

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

(f) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Buyer may have an appropriately licensed person test the Property for radon. If radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon level to an acceptable EPA level, failing which either party may cancel this Agreement.

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

(h) Mold: Mold is part of the natural environment that, when accumulated in sufficient quantities may present health risks to susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

If, before the conveyance to Buyer, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the date of conveyance to Buyer, Buyer may elect to either:

a. terminate this Agreement, in which case Buyer shall have no obligation to accept title to the Property, or

b. defer the closing date for a period of up to thirty (30) days to permit Seller to remedy the problem.

10. **Seller's Right to Remove Personal Property.** Prior to closing Seller may, but shall not be obligated to remove or cause to be removed from the Property, at Seller's sole cost and expense, any and all personal property and fixtures, including appliances and air conditioning units.

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

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

13. **Remedies upon Default.** In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Seller shall pay to Buyer the sum of One Thousand and 00/100 Dollars (\$1,000.00) as full liquidated damages for Seller's default. In the event of a default by Buyer, Seller shall have the right to pursue a specific performance action against Buyer, or pursue and other available legal or equitable remedies.

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

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

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

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

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

19. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.**

20. **Prevailing Party/Venue.** The losing party shall pay the prevailing party's reasonable attorney's fees and costs incurred in any litigation relating to this Agreement and any and all documents relating to this Agreement. The parties acknowledge and agree that this Agreement was entered into in Okaloosa County, Florida and if any litigation results from an alleged breach of this Agreement by any party, the exclusive venue and jurisdiction for any such litigation that relates in any way whatsoever to this Agreement, or any and all documents or instruments executed pursuant to this Agreement shall be the state courts of Okaloosa County, Florida.

21. **Effective Date.** As used herein, the terms "date of this Agreement," "date hereof," and "effective date of this Agreement" shall mean the date on which the last of the parties signs this Agreement.

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

SELLER: The Trust for Public Land, a
nonprofit California corporation

BUYER: The City of Destin, Florida, a
Florida municipal corporation

By: Pete Fodor
Its: Legal Director
Date: _____

By: _____
Its: _____
Date: _____

Approved as to form and legality

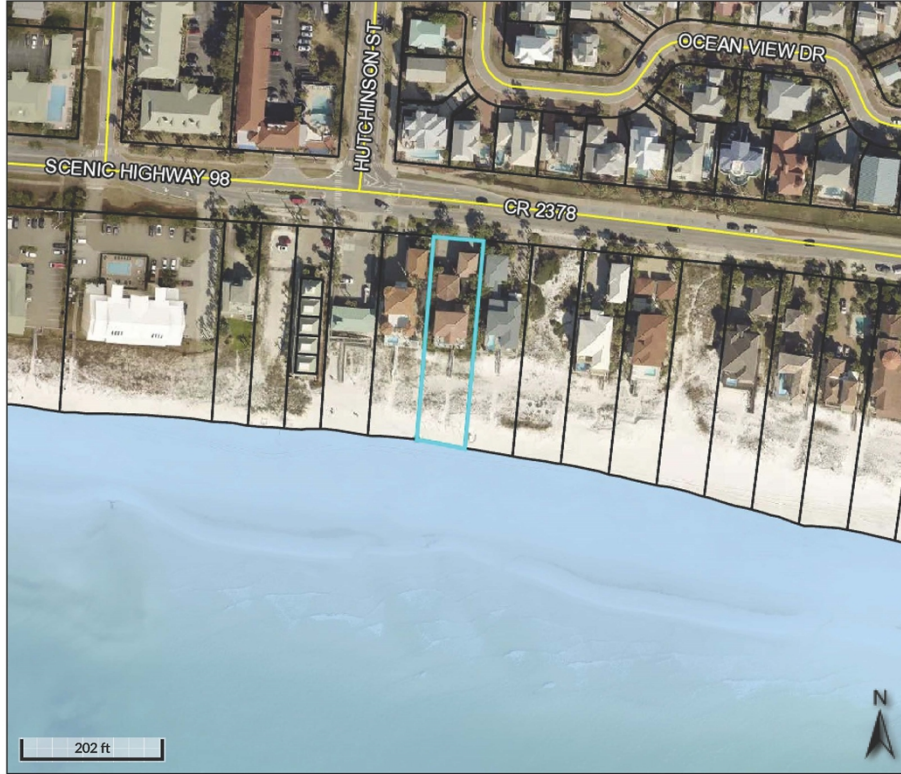
BY: _____

EXHIBIT "A"
LEGAL DESCRIPTION

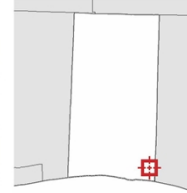
Lot 3, THE SHORES OF CRYSTAL BEACH, a Planned Unit Development, a Resubdivision of a Portion of Block B, Crystal Beach Subdivision according to the Plat thereof as recorded in Plat Book 13, Page 82, of the Public Records of Okaloosa County, Florida

Property Street Address: 2970 Scenic Highway 98 E, Destin, FL 32541

Parcel Tax ID No.: 00-2S-22-0584-0000-0030



Overview



Legend

- Parcels
- Roads
- Water
- City Labels

Parcel ID	00-25-22-0584-0000-0030	Physical Address	2970 SCENIC HWY 98 E	Land Value	\$1,681,850	Last 2 Sales			
Acreage	0.44	Mailing Address	DESTIN	Ag Land Value	\$0	Date	5/9/2018	Price	\$100
(GIS)		Address	KMB ROCKY HILL LLC	Building Value	\$890,466		8/29/2014		\$2100000
Property Class	SINGLE FAM		PO BOX 6177	Misc Value	\$34,386	Reason	UNQUAL/CORRECTIVE/QCD,TD		Qual
Taxing District	10		MIRAMAR BEACH, FL 32550	Just Value	\$2,606,699		QUAL/DEED EXAMINATION		Q
				Assessed Value	\$2,606,700				
				Exempt Value	\$0				
				Taxable Value	\$2,606,700				

Date created: 4/9/2020
Last Data Uploaded: 4/9/2020 4:03:23 AM

Developed by  Schneider
GEOSPATIAL

BULK PURCHASE AND SALE AGREEMENT

THIS BULK PURCHASE AND SALE AGREEMENT ("Agreement") entered into this _____ day of _____, 2020, between **THE TRUST FOR PUBLIC LAND, a nonprofit California corporation**, whose address is 306 N. Monroe St., Tallahassee, FL 32301, ("Seller"), and **THE CITY OF DESTIN, FLORIDA**, whose address is 4200 Indian Bayou Trail, Destin, Florida, 32541, ("Buyer") (Seller and Buyer are collectively hereinafter referred to as the "Parties").

RECITALS

A. The addresses and telephone numbers of the Parties to this Agreement are as follows:

SELLER

The Trust for Public Land
306 N. Monroe Street
Tallahassee, FL 32301

Attention: Kate Brown
Telephone: 850-661-2788
Email:

With a copy to:

Peter Fodor, Legal Director
The Trust for Public Land
306 North Monroe Street
Tallahassee, FL 32301

Telephone: 850-222-7911, Ext. 29
Email: Pete.Fodor@tpl.org

BUYER:

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Attention: Webb Warren
Telephone: 850-685-6077
Email: wwarren@cityofdestin.com

With a copy to:

Kyle Bauman, City Attorney
Anchors Smith Grimsley
909 Mar Walt Dr, Suite 1014
Fort Walton Beach, FL, 32547

Telephone: 850-863-4064
Email: kbauman@asglegal.com

B. Seller has disclosed and Buyer acknowledges and agrees that Seller has a binding Option Agreement on that certain real properties in Okaloosa County, Florida, which properties are more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter these properties will collectively be referred to as the "Property"). The Property is not presently owned by Seller and Seller's obligations under this Agreement are contingent upon Seller acquiring marketable fee simple title from the current owner. The Property includes any and all improvements, fixtures, timber, water, minerals located thereon, and any and all appurtenant rights, including but not limited to, riparian and littoral rights, timber rights access rights and mineral rights.

C. Seller wishes to sell the Property to Buyer and Buyer wishes to purchase the Property from Seller on the terms and conditions set forth in this Agreement.

D. The Parties anticipate that the closing of this transaction shall take place substantially simultaneously with the closing of the transaction between Seller and the current Property owner as described in Recital B, above.

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

1. **Purchase and Sale.** In consideration of an earnest money deposit by Buyer to Seller in the amount of One Hundred Dollars and 00/100 (\$100.00) (the "Deposit") and other good and valuable consideration as set forth below, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement. The Deposit paid above shall be credit toward the Purchase Price (as defined below). Seller shall return the Deposit to Buyer if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. **Inspection Period.** The period of time from the effective date of this Agreement through August 27, 2020, shall constitute Buyer's inspection period (the "Inspection Period"). During the Inspection Period, Buyer, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as Buyer deems appropriate in order to assess the condition of the Property. During the Inspection Period, Buyer may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, prior to the end of the Inspection Period if it deems the survey, status of title, or physical or environmental condition to be unacceptable to Buyer.

3. **Purchase Terms.**

a. **Price.** The purchase price for the Property shall be Three Million Four Hundred Thousand Dollars and 00/100 (\$3,400,000) (the "Purchase Price").

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

4. **Closing.** In the event Buyer does not terminate this Agreement as permitted herein, the Closing shall take place on or before September 30, 2020, at a time and place mutually agreeable to the parties. The Parties may arrange to close by mail.

Seller shall deliver to Buyer at closing the following documents prepared by Seller's counsel:

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

b. an owner's affidavit attesting to the absence of mechanic's or materialmen's liens, boundary line disputes, proceedings involving Seller which might affect title to the Property, or parties in possession other than the Seller and such lessees or licensees as may be in possession pursuant to ground leases or licenses and meeting the requirements of Section 6, below, and;

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

d. closing statement

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

5. Closing Expenses and Prorations:

a. At closing Seller shall pay: i.) transfer or documentary taxes on the deed of conveyance, if any; ii.) recording fees for the deed of conveyance; iii.) the cost of preparing all documents necessary to satisfy the requirements of the title insurance commitment or remove encumbrances on Seller's title; and iv.) Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of closing, based upon the current assessment and millage rates on the Property.

b. At closing Buyer shall pay: i.) the cost of the survey; ii.) the cost of the hazardous materials audits; and iii.) the cost of title examination, preparation of the title insurance commitment, the owner's title insurance premium, and all other costs associated with the preparation and delivery of the owner's title insurance policy.

c. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. Condition of Title.

a. Within ten (10) days of the effective date of this Agreement, Seller shall provide a commitment for a title insurance policy on the Property in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid by Buyer.

b. Buyer may object to any matter of title that, in the opinion of Buyer, would constitute a title defect or render title unmarketable or uninsurable. Such objections to title shall be specified in writing and deliver to Seller with ten (10) days from the date of receipt of the title commitment by Buyer.

c. In the event Buyer timely notifies Seller of objections to title, Seller shall cure such title defects within thirty (30) days from receipt of notice.

d. If after the exercise of reasonable due diligence Seller is unable to make title to the Property such as is required by Buyer by the closing date, then Buyer shall have the right to:

i. terminate this Agreement, in which case all monies paid by Buyer in accordance with this Agreement shall be returned immediately to Buyer and the Parties shall be relieved of any further obligations hereunder;

ii. extend the closing date for up to thirty (30) days to allow Seller additional time to make title to the Property such as is required by the terms of this Agreement; or

iii. elect to accept title to the Property in its existing condition.

7. **Buyer's Right of Entry and Survey.** Seller shall provide to Buyer a current certified boundary survey performed by a registered Florida land surveyor in form acceptable to Buyer. The plat of the survey shall show the boundaries of, and state the acreage of the Property, rounded to the nearest one-hundredth (1/100) of an acre. The legal description in Exhibit "A" shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment. If an accurate boundary survey by Seller's surveyor discloses any state of facts which materially or adversely affect the insurability of marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above. Buyer shall reimburse Seller for cost of said survey.

8. **Hazardous Materials and Audit Remediation.** Seller shall provide Buyer with a Phase I Environmental Site Assessment ("ESA") performed in accordance with the requirements set forth in ASTM E 1527-15. Additionally, in the State of Florida, if an ESA gives an opinion regarding geology, the report must be signed by a Professional Geologist or Professional Engineer qualified in geology. Buyer shall reimburse Seller for cost of said Phase 1 Audit. In the event that the Phase 1 Audit final report states that there is more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or further investigation are necessary to determine whether Recognized Environmental Conditions are present ("Unsatisfactory Report"), Buyer may elect to terminate this Agreement by giving notice as required herein, in which event the Seller agrees to return to Buyer the Deposit, and thereafter the parties shall have no further obligations under this Agreement.

Notwithstanding the foregoing, such notice of termination may be suspended by Buyer if Seller gives notice with ten (10) days of receipt of Buyer's notice of termination, that Seller agrees to promptly carry out, at Seller's sole expense, and with contractors selected or approved by Buyer, all further investigations and remediation of the Property as is necessary to make the Property acceptable to Buyer within a time period acceptable to Buyer. If Seller elects to carry out such further investigation or remediation, the inspection period shall be automatically extended until fifteen (15) days following Buyer's receipt of information from contractors that is satisfactory to Buyer, or letters of "no further action required" from the applicable regulatory agencies, indicating that either there is no more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or that the Property has been remediated to Buyer's satisfaction and complies with all governmental regulations.

9. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer that

(a) Seller shall have good and marketable fee simple title to the Property by the time of closing.

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

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

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If, before the conveyance to Buyer, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the date of conveyance to Buyer, Buyer may elect to either:

a. terminate this Agreement, in which case Buyer shall have no obligation to accept title to the Property, or

b. defer the closing date for a period of up to thirty (30) days to permit Seller to remedy the problem.

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

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

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19. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.**

20. **Prevailing Party/Venue.** The losing party shall pay the prevailing party's reasonable attorney's fees and costs incurred in any litigation relating to this Agreement and any and all documents relating to this Agreement. The parties acknowledge and agree that this Agreement was entered into in Okaloosa County, Florida and if any litigation results from an alleged breach of this Agreement by any party, the exclusive venue and jurisdiction for any such litigation that relates in any way whatsoever to this Agreement, or any and all documents or instruments executed pursuant to this Agreement shall be the state courts of Okaloosa County, Florida.

21. **Effective Date.** As used herein, the terms "date of this Agreement," "date hereof," and "effective date of this Agreement" shall mean the date on which the last of the parties signs this Agreement.

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

SELLER: The Trust for Public Land, a
nonprofit California corporation

BUYER: The City of Destin, Florida, a
Florida municipal corporation

By: Peter Fodor
Its: Legal Director
Date: _____

By: _____
Its: _____
Date: _____

Approved as to form and legality

BY: _____

EXHIBIT "A"

Legal Descriptions

Parcel A: Lot A, Crystal Port, according to the plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

Parcel B: Lot B, Crystal Port, according to the plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

Parcel C: Townhome Unit No. C, of Crystal Port Townhomes, according to the Plat thereof, as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

Parcel D: Lot D, Crystal Port, according to the plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

Parcel E: Lot E, Crystal Port Townhomes, according to the Plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

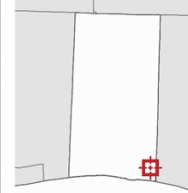
Parcel F: All Crystal Port Townhomes Common Area, according to the Plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.



Okaloosa County Property Appraiser



Overview



Legend

- Parcels
- Roads
- Water
- City Labels

Parcel ID	00-25-22-0590-0000-00CA	Physical Address	2942 OLD HWY 98 E	Land Value	\$0	Last 2 Sales			
Acres (GIS)	0.23	Address	DESTIN	Ag Land Value	\$0	Date	Price	Reason	Qual
Property Class	RES COMMON	Mailing Address	EMERALD LTA-2 INC	Building Value	\$0	n/a	0	n/a	n/a
Taxing District	10		4100 LEGENDARY DR, STE 200	Misc Value	\$0	n/a	0	n/a	n/a
			DESTIN, FL 32541	Just Value	\$0				
				Assessed Value	\$0				
				Exempt Value	\$0				
				Taxable Value	\$0				

Date created: 5/21/2020
Last Data Uploaded: 5/21/2020 9:27:25 AM

Developed by Schneider
GEOSPATIAL

Borrower	CLIENT: The Trust for Public Land				File No.	200295	
Property Address	2968 Scenic Highway 98						
City	Destin	County	Okaloosa	State	FL	Zip Code	32541
Lender/Client	The Trust for Public Land						

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Uniform Residential Appraisal Report

File # 200295

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.												
SUBJECT	Property Address 2968 Scenic Highway 98				City Destin		State FL		Zip Code 32541			
	Borrower CLIENT: The Trust for Public Land				Owner of Public Record Gemini Capital Acquisitions III LLC		County Okaloosa					
	Legal Description Lot 2, Shores of Crystal Beach SD											
	Assessor's Parcel # 00-2S-22-0584-0000-0020				Tax Year 2019		R.E. Taxes \$ 33,379					
	Neighborhood Name Destin				Map Reference 18880		Census Tract 0233.03					
	Occupant ☐ Owner ☐ Tenant ☒ Vacant				Special Assessments \$ 0		☐ PUD HOA \$ 0		☐ per year ☐ per month			
	Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)											
	Assignment Type ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) Potential acquisition by the Trust for Public Land											
	Lender/Client The Trust for Public Land				Address 306 North Monroe Street, Tallahassee, FL 32301							
	Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☐ Yes ☒ No											
Report data source(s) used, offering price(s), and date(s). MLS												
CONTRACT	I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. N/A											
	Contract Price \$ _____ Date of Contract _____ Is the property seller the owner of public record? ☒ Yes ☐ No Data Source(s) Public Records											
	Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☒ No											
	If Yes, report the total dollar amount and describe the items to be paid. \$0;;											
NEIGHBORHOOD	Note: Race and the racial composition of the neighborhood are not appraisal factors.											
	Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
	Location ☒ Urban ☐ Suburban ☐ Rural				Property Values ☐ Increasing ☒ Stable ☐ Declining				PRICE		AGE	
	Built-Up ☒ Over 75% ☐ 25-75% ☐ Under 25%				Demand/Supply ☐ Shortage ☒ In Balance ☐ Over Supply				\$ (000)		(yrs)	
	Growth ☐ Rapid ☒ Stable ☐ Slow				Marketing Time ☐ Under 3 mths ☒ 3-6 mths ☐ Over 6 mths				2,500 Low		0 Multi-Family	
	Neighborhood Boundaries South: Gulf of Mexico, East: Walton County line - North: U. S. Highway 98 -								7,000 High		35 Commercial	
	West: Henderson Beach State Park.								3,500 Pred.		10 Other	
	Neighborhood Description The subject improvement is located in Destin on the Gulf of Mexico. Surrounding properties are residential condo projects and other large detached homes, oriented to seasonal rental use.											
	Market Conditions (including support for the above conclusions) An inventory analysis over the past year indicates overall stabilization regarding homes such as the subject, where there are few potential buyers. Supply and demand over the past year indicates a balance of inventory. Marketing time frames vary widely, however, I am selecting a time frame of 3 to 6 months.											
	SITE	Dimensions 67 (water) x 287 x 69 x 289 feet +/-				Area 19,584 SF		Shape Rectangular		View B;Wtr;		
Specific Zoning Classification Crystal Beach Neighborhood				Zoning Description Residential use is permitted.								
Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)												
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe												
Utilities				Public				Other (describe)				
Electricity ☒ ☐				Water ☒ ☐				Off-site Improvements - Type				
Gas ☒ ☐				Sanitary Sewer ☒ ☐				Street ☒ ☐				
								Alley ☐ ☐				
FEMA Special Flood Hazard Area ☒ Yes ☐ No				FEMA Flood Zone VE		FEMA Map # 12091C0493H		FEMA Map Date 12/06/2002				
Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe												
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe												
No adverse conditions noted on inspection. The final Flood Zone determination should be made by a licensed Florida surveyor.												
IMPROVEMENTS	General Description				Foundation		Exterior Description		materials/condition		Interior	
	Units ☒ One ☐ One with Accessory Unit				☒ Concrete Slab ☐ Crawl Space		Foundation Walls		Concrete/G		Floors	
	# of Stories 3				☐ Full Basement ☐ Partial Basement		Exterior Walls		Frame/Stucco/G		Walls	
	Type ☒ Det. ☐ Att. ☐ S-Det./End Unit				Basement Area 0 sq.ft.		Roof Surface		Clay Tile/G		Trim/Finish	
	☒ Existing ☐ Proposed ☐ Under Const.				Basement Finish 0 %		Gutters & Downspouts		Metal/G		Bath Floor	
	Design (Style) Contemporary				☐ Outside Entry/Exit ☐ Sump Pump		Window Type		Aluminum Impact/G		Bath Wainscot	
	Year Built 1996				Evidence of ☐ Infestation		Storm Sash/Insulated		Insulated/G		Car Storage	
	Effective Age (Yrs) 10				☐ Dampness ☐ Settlement		Screens		No		☒ Driveway	
	Attic ☐ None				Heating ☒ FWA ☐ HWBB ☐ Radiant		Amenities		☐ Woodstove(s) # 0		Driveway Surface	
	☐ Drop Stair ☒ Stairs				☐ Other Fuel Elec		☐ Fireplace(s) # 0		☒ Fence Metal		☒ Garage	
☐ Floor ☐ Scuttle				Cooling ☒ Central Air Conditioning		☒ Patio/Deck Lanai		☒ Porch Many		☐ Carport		
☐ Finished ☐ Heated				☐ Individual ☐ Other		☒ Pool Yes		☒ Other Roof Terr		☐ Att. ☒ Det. ☐ Built-in		
Appliances ☒ Refrigerator ☒ Range/Oven				☒ Dishwasher ☒ Disposal ☒ Microwave		☒ Washer/Dryer ☐ Other (describe)						
Finished area above grade contains: 12 Rooms				7 Bedrooms		6.1 Bath(s)		6,370 Square Feet of Gross Living Area Above Grade				
Additional features (special energy efficient items, etc.). Ceiling fans, high quality windows, 12 foot and 10 foot ceilings, dune walkover.												
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C2;Kitchen-remodeled-one to five years ago;Bathrooms-remodeled-one to five years ago;The subject is very well maintained and is in good condition. I would consider the subject to be a Q2 in quality of construction and a C2 regarding condition. See UAD definitions in the addenda.												
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe												
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe												

Uniform Residential Appraisal Report

File # 200295

There are 7 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 2,398,000 to \$ 5,450,000.															
There are 6 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 1,850,000 to \$ 4,400,000.															
FEATURE		SUBJECT		COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3					
Address		2968 Scenic Highway 98 Destin, FL 32541		2988 Scenic Highway 98 Destin, FL 32541			2984 Scenic Highway 98 Destin, FL 32541			2982 Scenic Highway 98 Destin, FL 32541					
Proximity to Subject				0.13 miles E			0.10 miles E			0.09 miles E					
Sale Price		\$		\$ 3,150,000			\$ 3,000,000			\$ 3,200,000					
Sale Price/Gross Liv. Area		\$ 612.24 sq.ft.		\$ 558.51 sq.ft.			\$ 750.56 sq.ft.			\$ 600.15 sq.ft.					
Data Source(s)				MLS 831810;DOM 52			MLS 810631;DOM 5			MLS 799741;DOM 35					
Verification Source(s)				Public Records			Public Records			Public Records					
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		+(-) \$ Adjustment		DESCRIPTION		+(-) \$ Adjustment		DESCRIPTION		+(-) \$ Adjustment	
Sales or Financing Concessions				ArmLth				ArmLth				ArmLth			
Date of Sale/Time				Cash;0				Cash;0				Cash;0			
Location		B;Res;		B;Res;				B;Res;				B;Res;			
Leasehold/Fee Simple		Fee Simple		Fee Simple				Fee Simple				Fee Simple			
Site		19,584 sf		23,522 sf		0		22,651 sf		0		22,215 sf		0	
View		B;Wtr;		B;Wtr;				B;Wtr;				B;Wtr;			
Design (Style)		DT3;Contempora		DT2;Contempora		0		DT2;Contempora		0		DT3;Contempora		0	
Quality of Construction		Q2		Q2				Q2				Q2			
Actual Age		24		24				26		0		24			
Condition		C2		C3		+315,000		C3		+300,000		C3		+320,000	
Above Grade		Total Bdrms. Baths		Total Bdrms. Baths				Total Bdrms. Baths				Total Bdrms. Baths			
Room Count		12 7 6.1		12 6 6.0		+5,000		12 7 6.1		-15,000		12 8 9.0		-25,000	
Gross Living Area		6,370 sq.ft.		5,640 sq.ft.		+145,000		3,997 sq.ft.		+475,000		5,332 sq.ft.		+207,000	
Basement & Finished Rooms Below Grade		0sf		0sf				0sf				0sf			
Functional Utility		Good		Good				Good				Good			
Heating/Cooling		FWA/Central/G		FWA/Central/G				FWA/Central/G				FWA/Central/G			
Energy Efficient Items		Ceiling Fans/G		Ceiling Fans/G				Ceiling Fans/G				Ceiling Fans/G			
Garage/Carport		4gd6dw		2ga6dw		+20,000		2ga6dw		+20,000		2ga6dw		+20,000	
Porch/Patio/Deck		Excellent		Good		+50,000		Good		+50,000		Good		+50,000	
Pool		Yes		Yes				Yes				Yes			
Net Adjustment (Total)				☒ + ☐ -		\$ 535,000		☒ + ☐ -		\$ 830,000		☒ + ☐ -		\$ 572,000	
Adjusted Sale Price of Comparables				Net Adj. 17.0 %				Net Adj. 27.7 %				Net Adj. 17.9 %			
				Gross Adj. 17.0 %		\$ 3,685,000		Gross Adj. 28.7 %		\$ 3,830,000		Gross Adj. 19.4 %		\$ 3,772,000	
I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain															
My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.															
Data Source(s) MLS and Public Records.															
My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.															
Data Source(s) MLS and Public Records.															
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).															
ITEM		SUBJECT		COMPARABLE SALE #1			COMPARABLE SALE #2			COMPARABLE SALE #3					
Date of Prior Sale/Transfer															
Price of Prior Sale/Transfer															
Data Source(s)		Public Records		Public Records			Public Records			Public Records					
Effective Date of Data Source(s)		04/09/2020		04/09/2020			04/09/2020			02/15/2020					
Analysis of prior sale or transfer history of the subject property and comparable sales															
None required.															
Summary of Sales Comparison Approach															
See supplemental addendum.															
Indicated Value by Sales Comparison Approach \$ 3,900,000															
Indicated Value by: Sales Comparison Approach \$ 3,900,000 Cost Approach (if developed) \$ 3,997,455 Income Approach (if developed) \$ \$4,040,000															
See Addenda.															
This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:															
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 3,900,000 , as of 04/03/2020 , which is the date of inspection and the effective date of this appraisal.															

Uniform Residential Appraisal Report

File # 200295

Cost Approach: The cost approach has only been developed by the appraiser as an analysis to support their opinion of the property's market value. Use of this data, in whole or part, for other purposes is not intended by the appraiser. Nothing set forth in the appraisal should be relied upon for the purpose of determining the amount or type of insurance coverage to be placed on the subject property. The appraiser assumes no liability for and does not guarantee that any insurable value estimate inferred from this report will result in the subject property being fully insured for any loss that may be sustained. Further, the cost approach may not be a reliable indication of replacement or reproduction cost for any date other than the effective date of this appraisal due to changing costs of labor and materials and due to changing building codes and governmental regulations and requirements.

ADDITIONAL COMMENTS

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

I identified sales which support a land value of

\$2,000,000.

COST APPROACH

ESTIMATED ☐ REPRODUCTION OR ☒ REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	2,000,000
Source of cost data Marshall Valuation Service	DWELLING	6,370 Sq.Ft. @ \$ 300.00	= \$ 1,911,000
Quality rating from cost service Class C Effective date of cost data August 2018	Porches	2,049 Sq.Ft. @ \$ 100.00	= \$ 204,900
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Appl/Fans		= \$ 30,000
The site improvements include water and sewer taps, landscaping, pool LPSS, dune walkover and driveway. The cost figures are based on Marshall Valuation Services, Section 12, local area builders, and the \$/sf factors in entrepreneurial profit.	Garage/Carport	864 Sq.Ft. @ \$ 100.00	= \$ 86,400
	Total Estimate of Cost-New		= \$ 2,232,300
	Less Physical Functional External		
	Depreciation	334,845	= \$(334,845)
	Depreciated Cost of Improvements		= \$ 1,897,455
	"As-is" Value of Site Improvements		= \$ 100,000
Estimated Remaining Economic Life (HUD and VA only) 50 Years	INDICATED VALUE BY COST APPROACH	= \$	3,997,455

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$

X Gross Rent Multiplier

= \$

Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

See Addenda.

INCOME

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)?

☐ Yes☒ No

Unit type(s)

☒ Detached☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases

Total number of units

Total number of units sold

Total number of units rented

Total number of units for sale

Data source(s)

Was the project created by the conversion of existing building(s) into a PUD?

☐ Yes☐ No

If Yes, date of conversion.

Does the project contain any multi-dwelling units?

☐ Yes☐ No

Data Source

Are the units, common elements, and recreation facilities complete?

☐ Yes☐ No

If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association?

☐ Yes☐ No

If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

PUD INFORMATION

Uniform Residential Appraisal Report

File # 200295

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

File # 200295

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

File # 200295

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature

Name Thomas A. MarrCompany Name Panhandle Appraisal Group, Inc.Company Address 220 Hospital Drive
Fort Walton Beach, FL 32548Telephone Number (850) 243-0958Email Address tom@panappraisal.comDate of Signature and Report 04/10/2020Effective Date of Appraisal 04/03/2020State Certification # Cert. Gen. RZ2645

or State License #

or Other (describe) _____ State # _____

State FLExpiration Date of Certification or License 11/30/2020

ADDRESS OF PROPERTY APPRAISED

2968 Scenic Highway 98Destin, FL 32541APPRAISED VALUE OF SUBJECT PROPERTY \$ 3,900,000

LENDER/CLIENT

Name No AMCCompany Name The Trust for Public LandCompany Address 306 North Monroe Street, Tallahassee, FL
32301Email Address kate.brown@tpl.org

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____

Name _____

Company Name _____

Company Address _____

Telephone Number _____

Email Address _____

Date of Signature _____

State Certification # _____

or State License # _____

State _____

Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property☐ Did inspect exterior of subject property from street

Date of Inspection _____

☐ Did inspect interior and exterior of subject property

Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street☐ Did inspect exterior of comparable sales from street

Date of Inspection _____

Uniform Residential Appraisal Report

File # 200295

[illegible]

Location Map

Borrower	CLIENT: The Trust for Public Land					
Property Address	2968 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					



Comparable Photo Page

Borrower	CLIENT: The Trust for Public Land					
Property Address	2968 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					

**Comparable 1**

2988 Scenic Highway 98	
Prox. to Subject	0.13 miles E
Sales Price	3,150,000
Gross Living Area	5,640
Total Rooms	12
Total Bedrooms	6
Total Bathrooms	6.0
Location	B;Res;
View	B;Wtr;
Site	23,522 sf
Quality	Q2
Age	24

**Comparable 2**

2984 Scenic Highway 98	
Prox. to Subject	0.10 miles E
Sales Price	3,000,000
Gross Living Area	3,997
Total Rooms	12
Total Bedrooms	7
Total Bathrooms	6.1
Location	B;Res;
View	B;Wtr;
Site	22,651 sf
Quality	Q2
Age	26

**Comparable 3**

2982 Scenic Highway 98	
Prox. to Subject	0.09 miles E
Sales Price	3,200,000
Gross Living Area	5,332
Total Rooms	12
Total Bedrooms	8
Total Bathrooms	9.0
Location	B;Res;
View	B;Wtr;
Site	22,215 sf
Quality	Q2
Age	24

Comparable Photo Page

Borrower	CLIENT: The Trust for Public Land					
Property Address	2968 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					



Comparable 4

2978 Scenic Highway 98
 Prox. to Subject 0.06 miles E
 Sale Price 3,745,000
 Gross Living Area 5,632
 Total Rooms 12
 Total Bedrooms 7
 Total Bathrooms 6.1
 Location B;Res;
 View B;Wtr;
 Site 20,909 sf
 Quality Q2
 Age 24

Comparable 5

Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Comparable 6

Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Supplemental Addendum

File No. 200295

Borrower	CLIENT: The Trust for Public Land				
Property Address	2968 Scenic Highway 98				
City	Destin	County	Okaloosa	State	FL Zip Code 32541
Lender/Client	The Trust for Public Land				

COMMENTS REGARDING HIGHEST AND BEST USE

The subject is zoned Crystal Beach Neighborhood by Destin, which is a single family zoning designation. I consider the subject, as a platted lot, to be limited to a single unit. This is now essentially a single family residential zoning designation. Thus, single family residential use is legally permitted.

The subject lot is devoid of wetlands. It features a downward slope toward the Gulf of Mexico, however this slope does not negatively influence value. The lot is centrally located and easily available for most construction materials and labor. Thus, it appears that residential construction is physically possible. The fact that the subject already exists is the ultimate evidence that it is physically possible to construct the subject.

There is substantial residential development and use in the vicinity of the subject, thus, it appears residential use is financially feasible.

As the subject is 24 years old and has an effective age of perhaps 10 years, it has substantial remaining economic and physical life. Thus, continued use as a detached single family home is the maximally productive use.

COMMENTS REGARDING THE SUBJECT LOT

The subject is a platted lot in the Shores of Crystal Beach Subdivision. It is one of thirteen lots with Lot #1, the adjoining lot to the west being owned by the city of Destin and used for beach access.

All of the lots are an approximate 67 front feet on the gulf. As one travels east in the SD, the lots are longer and are larger than the subject lot. However, I made no size adjustments, as I consider that the market would be concerned about front feet on the gulf and not the exact lot size.

Based on the very few vacant gulf front lots in the market, I consider a land value of \$2,000,000 to be market supported.

COMMENTS REGARDING THE EXISTING SUBJECT IMPROVEMENT

The existing subject improvement is a five bedroom home with four full baths and one half bath. It also features typical other living areas.

It features a high quality of interior build out.

It features a detached four car garage. Above the garage is a guest house of an approximate 865 SF which features a living area, two bedrooms and one bath.

Thus, the subject is an aggregate 7 bedrooms and six and one half baths.

It also features an in ground swimming pool and a large open patio/deck off of the third level with artificial grass and other amenities.

I consider the subject to be a C2 condition and a Q2 quality of construction.

I note that the owner has a high pride of ownership and it shows as the subject is in very good condition, especially for a house which has seen substantial rental traffic.

SALES COMPARISON ANALYSIS - SELECTION OF SALES

I selected four sales of sister homes in the subject subdivision.

Selecting these sales eliminated the need for adjustments for location. It also eliminated the need for land adjustments as all feature 67 +/- FF on the gulf.

The comparable photos will indicate that three of the four homes have main home/guest house over garage configuration, similar to the subject.

SALES COMPARISON ANALYSIS - DISCUSSION OF ADJUSTMENTS

My adjustments are market based and are detailed as follows:

I made one aggregate 10% upward condition adjustment to all of the comparable sales. I base this on the owner's comments, the owner's pride of ownership, the condition of the subject and my observation. I consider this adjustment to be an all inclusive adjustment to include any quality of construction differences, location astride the beach access, negotiated 10% management rate with Southern Resorts and market conditions.

Supplemental Addendum

File No. 200295

Borrower	CLIENT: The Trust for Public Land					
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I adjusted baths at \$5,000 per half bath and \$10,000 per full bath.

I adjusted size at \$200.00 per SF. I recognize that I used a figure of \$300.00 per SF in the cost analysis. All homes have one kitchen and generally a similar number of bathrooms which are the high cost centers of a home as well as the heating and cooling systems. Thus, size differences are usually larger rooms with a lower cost to build than high cost centers.

I adjusted garage spaces at a rounded \$10,000 per space.

The subject features an unusual and unique open patio on the third level. I adjusted all of the comparable sales upward \$50,000.

I made no other adjustments.

RECONCILIATION OF THE SALES COMPARISON ANALYSIS

The adjusted range of value is \$3,685,000 to \$4,318,000 with an average of \$3,901,250.

I consider a value of \$3,900,000 to be market supported.

INCOME ANALYSIS

Until recently, an appraiser would not perform income analysis for detached homes of this nature. However, many homes of this nature are now owned and used for seasonal rental purposes.

In the past year, I have appraised about 40 homes for Burt Harris claims versus the city of Destin. I have noted that income has generally declined for most homes from 2018 to 2019 as the level of tourism has declined and the number of rental homes has increased. Thus, there are more homes chasing fewer tourists.

It is my opinion that the subject will suffer less from this than will an average house as the fewer tourists will consistently seek out the best deal for the dollar. Conversely, however, this may result in decreasing rental rates because of excess supply.

I asked the owner what his income and expenses were for 2019.

He stated that his income was in the upper \$300,000 and that his operating expenses were 30%.

I am using an income figure of \$375,000 and expenses of 30%. This results in a net operating income of \$262,500. Applying a 6.5% capitalization rate to this NOI results in a value of \$4,038,461.

I note that the owner's projections of income and expenses are supported by market data in my files.

As stated above, I performed many Burt Harris claims appraisals and used an expense ratio of 35% for owner managed homes and 50% for professionally managed homes. In some cases, where homes were poorly managed, operating expense ratios could climb to 70%.

The owner has struck a special deal with Southern Resorts to charge him only a 10% management fee. This fee is typically 15% to 20%. I am appraising market value. A typical market participant would not be extended the 10% rate.

Assuming that all other expenses are capped at 20%, and adding a 15% management rate, versus a 10% rate, the expense ratio becomes 35% and the NOI becomes \$243,750.

Again, capitalizing this NOI with a 6.5% capitalization rate, results in a value of \$3,750,000.

Thus, I bracket the subject value, based on income analysis, from \$3,750,000 to \$4,040,000.

The quality and quantity of data in the income analysis are both considered adequate to derive a reasonable and credible value opinion.

FINAL RECONCILIATION

The Cost Approach indicated a value which supports the value in the Sales Comparison Analysis. Typically the cost analysis results in a higher value than sales comparison analysis as the cost analysis captures every increment of value. However, in the sales comparison analysis, which emulates a market participant, it is typical that some small potential areas of value are not weighted or weighted differently by each appraiser or market participant. The value derived from the cost analysis is a rounded \$4,000,000.

Supplemental Addendum

File No. 200295

Borrower	CLIENT: The Trust for Public Land					
Property Address	2968 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					

A current market value of \$3,900,000 was indicated by the sales comparison analysis. The sales comparison is generally regarded as the most reliable approach to value as it emulates the decisions of buyers and sellers in the market.

Thus, we have values of \$3,750,000, \$3,900,000, \$4,000,000 and \$4,040,000.

The final reconciled opinion of current market value is \$3,900,000, "As Is."

As stated above, both the quality and the quantity of data is considered as adequate to derive a credible and reasonable opinion of value. I would project a marketing and exposure time of 3 to 6 months based on the known marketing and exposure times exhibited by the comparable sales and additional market analysis.

COMMENTS REGARDING MARKET CONDITIONS AND MARKET CONDITION ADJUSTMENTS

Market conditions vary for different market segments. If the subject were a \$250,000 house in Fort Walton Beach, or a \$350,000 house in Destin, both in reasonable condition, they would be on the market for maybe two weeks.

More important to this analysis is that there would have been say 100 sales in the past year and say 10 active listings. This market would be in a shortage status and the lack of available listings would drive up excitement and pricing. Although there may be a rental or two in these types of homes, almost all would be purchased as a primary residence as all people require homes, while only a select few get second homes.

Turning to the subject market, which I define as large gulf front homes in Destin, there is a slight over supply. As of April 9, 2020, there were six sales in the past year and there are 7 active listings.

I note that all thirteen of the sales/listings are smaller than the subject. Based on the well established economic principle of marginal utility, each additional unit added contributes marginally less utility than the previous unit added. Thus, a larger house will typically sell for less per SF than will a smaller house, all other considerations equal.

The six sales averaged \$669.95 per SF. Five of the six sales were constructed from 1985 to 1996, similar to the subject. One sale was constructed in 2016 and sold for \$1,016 per SF. Eliminating this one outlier results in a five sale average of \$606.62, consistent with the \$612.24 per SF derived in this analysis. The days on market (DOM) for these six sales was 681/792 days, indicating substantial market resistance at what was probably much higher pricing early in the listing process.

The seven homes which are listed average \$815.75 per SF in list price. However, all were constructed from 2001 to 2009 and are all newer than the subject. Five of the seven listings are in Destiny By The Sea, an exclusive gated community. Were I using any of these listings, I would make downward adjustments for listed versus sold status (with Covid - who knows - but maybe from 5% to 15%), location and age.

See addenda for extractions from MLS.

Subject Photo Page

Borrower	CLIENT: The Trust for Public Land					
Property Address	2968 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					

**Subject Front**

2968 Scenic Highway 98

Sales Price

Gross Living Area 6,370

Total Rooms 12

Total Bedrooms 7

Total Bathrooms 6.1

Location

View B;Res;

Site 19,584 sf

Quality Q2

Age 24

**Subject Rear****Subject Street**

Additional Photos

Borrower	CLIENT: The Trust for Public Land					
Property Address	2968 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					



Kitchen



Living Room



Bedroom



Bath



Bedroom



Bedroom/Bunk Room

Additional Photos

Borrower	CLIENT: The Trust for Public Land					
Property Address	2968 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					



Bath



Bath



Bedroom



Bedroom



Bath



Living Area on Third Level

Additional Photos

Borrower	CLIENT: The Trust for Public Land					
Property Address	2968 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					



Third Level Open Patio



View to SE



View to South



View to SW



Pool



Dune Walkover

Additional Photos

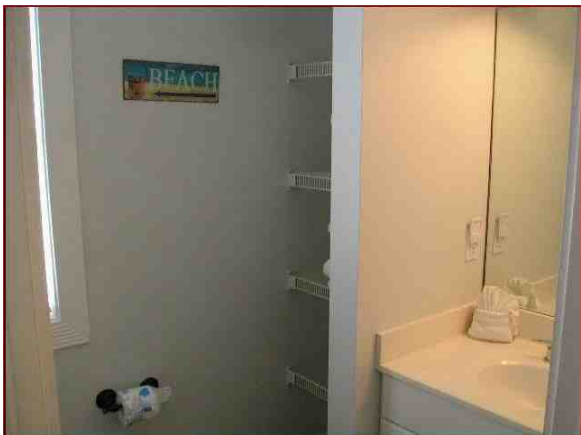
Borrower	CLIENT: The Trust for Public Land					
Property Address	2968 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					



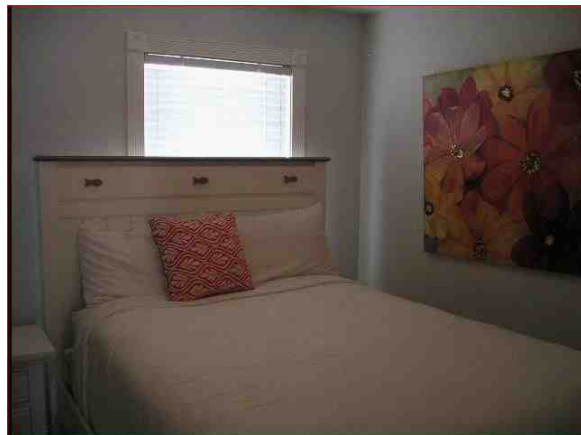
Garage



Guest House Kitchen



Guest House Bath



Guest House Bedroom

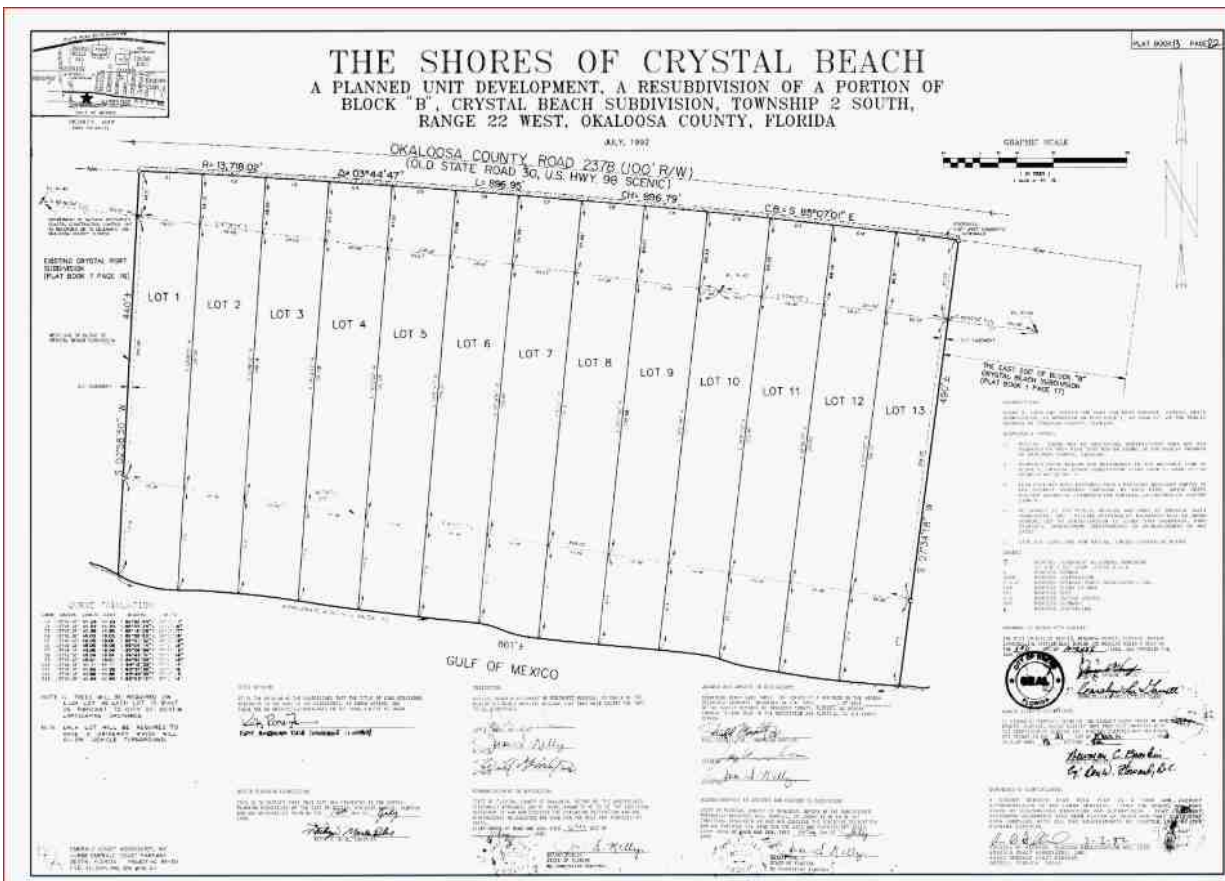


Guest House Bunk Room



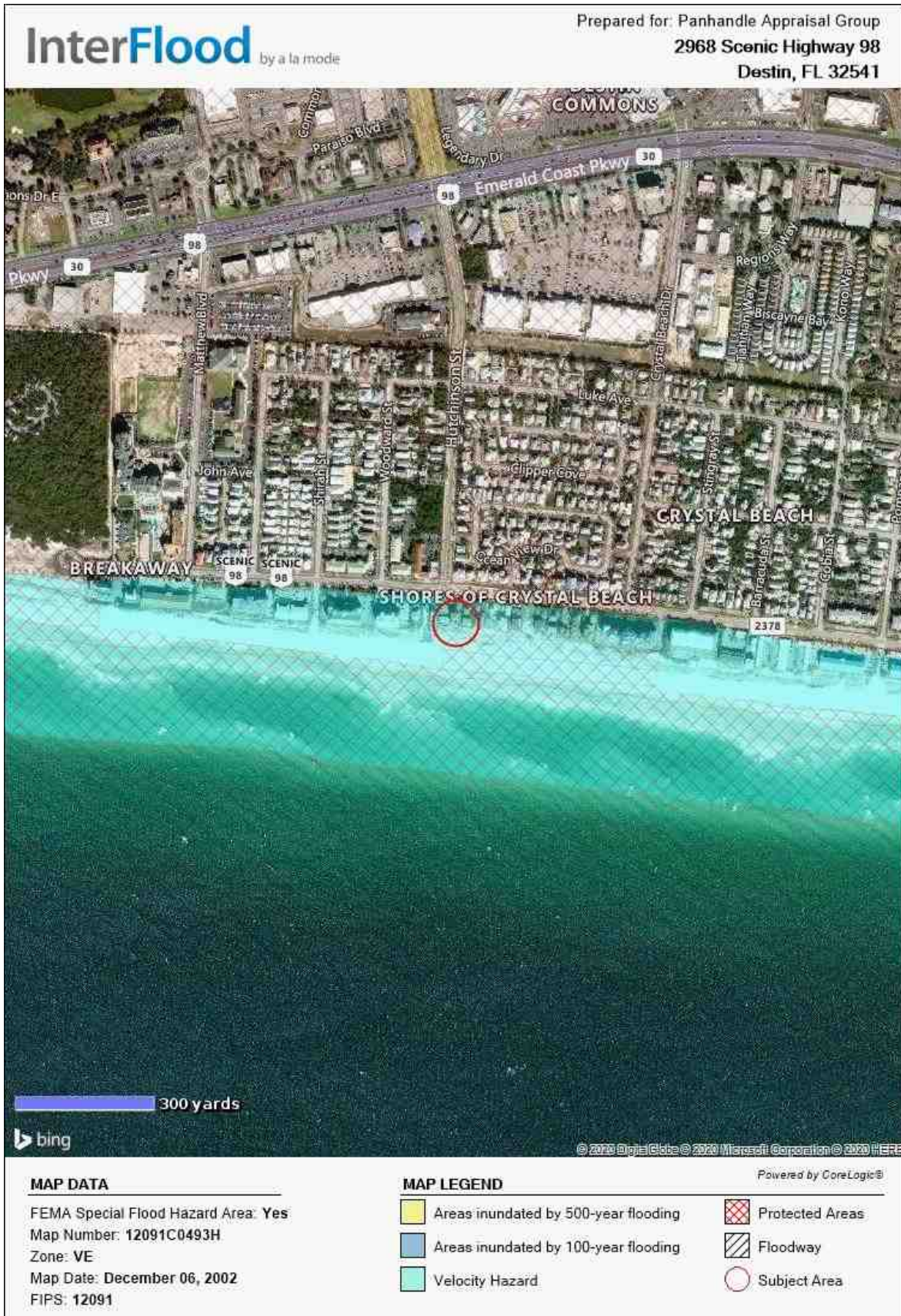
Exterior of Guest House

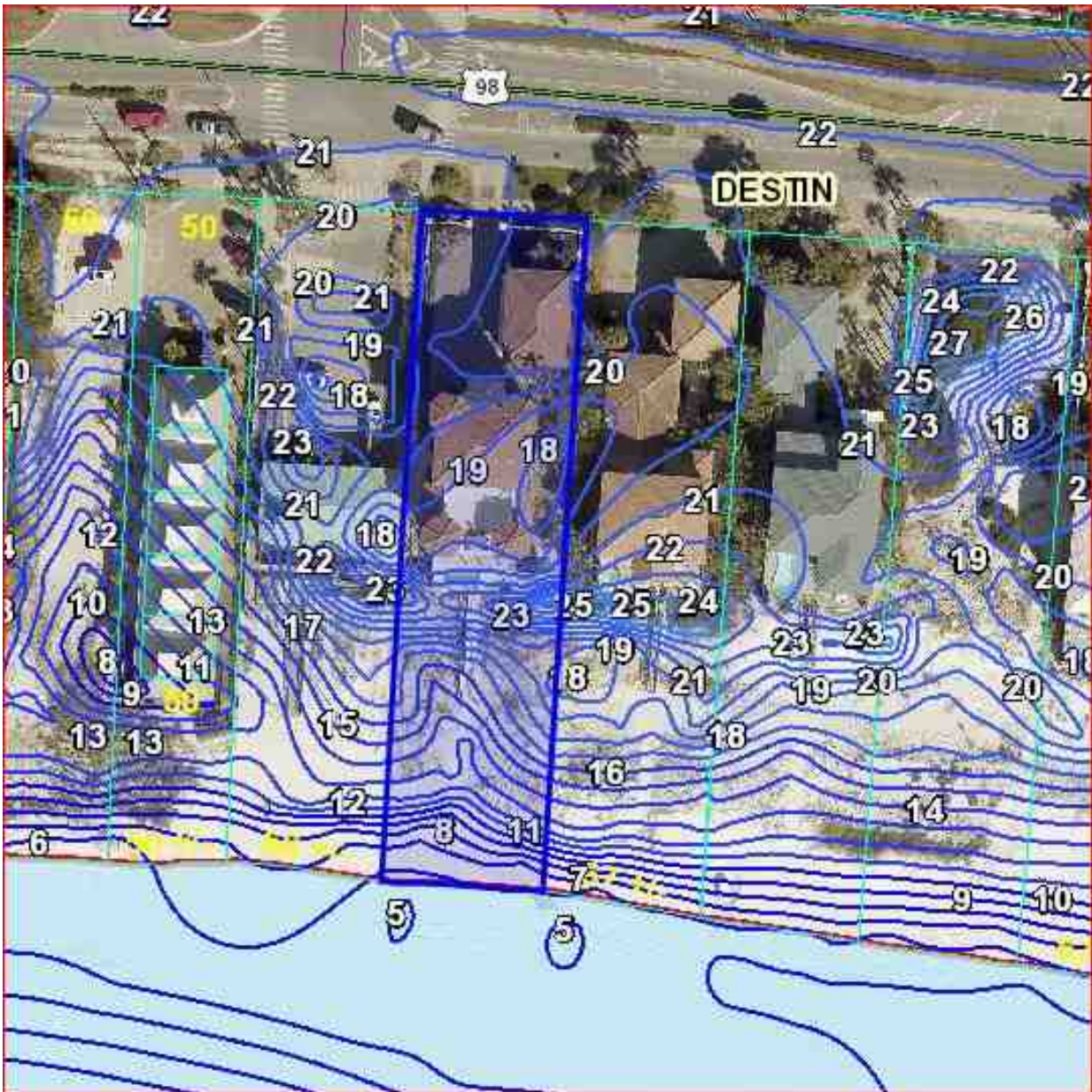
Plat Map



Flood Map

Borrower	CLIENT: The Trust for Public Land					
Property Address	2968 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					



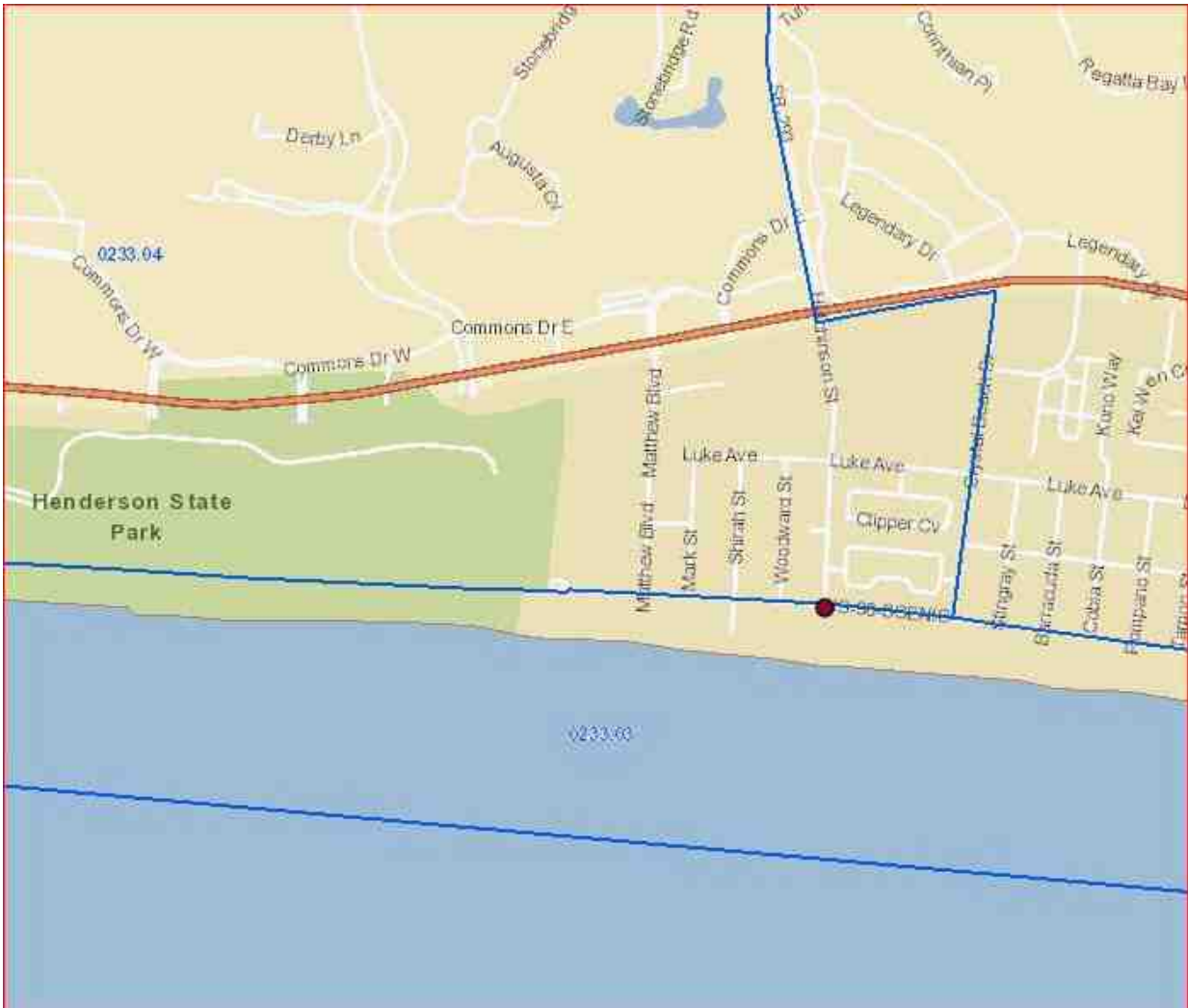
Contour Map - Substantial Slope to Gulf

Zoning Map

Borrower	CLIENT: The Trust for Public Land					
Property Address	2968 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					



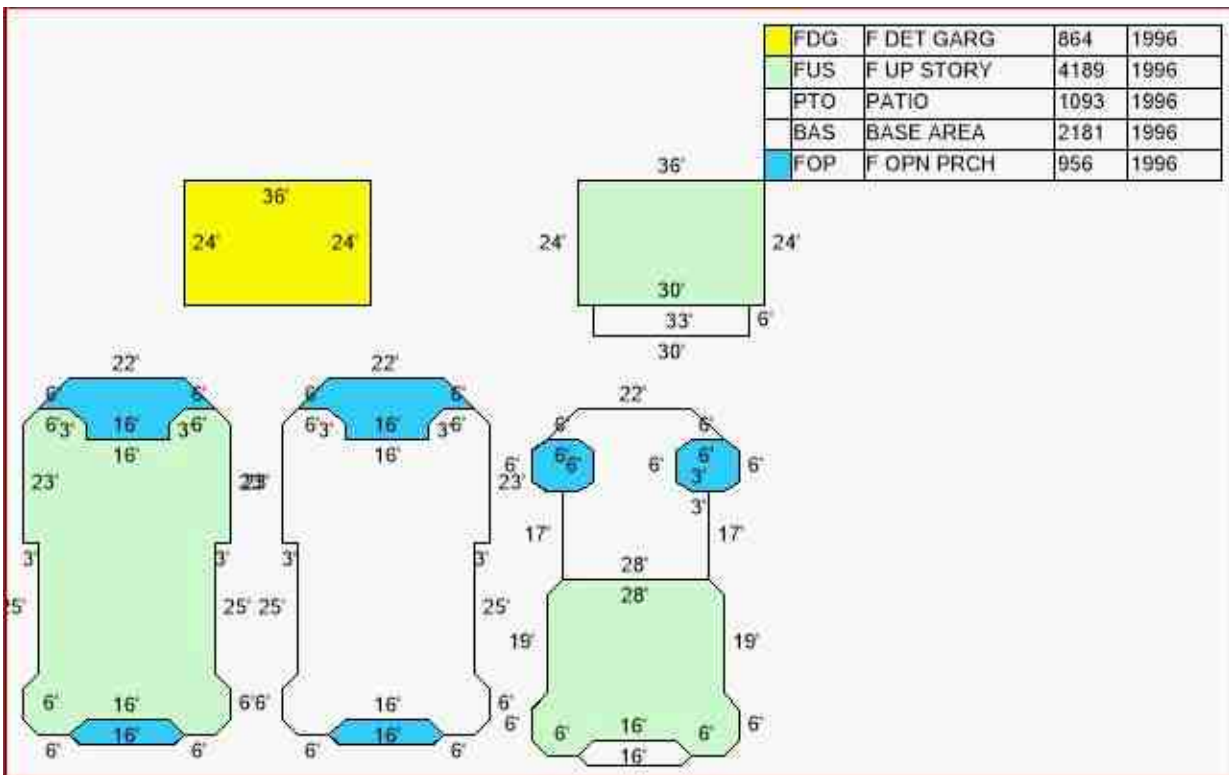
Census Tract Map



Tax Assessor Card

2019 Roll Details — Real Estate Account At 2968 SCENIC HWY 98 E, DESTIN 32541				
Real Estate Account #002S22058400000020				
2019	2018	2017	2016	1998
PAID	PAID	PAID	PAID	PAID
Apply for the 2020 Installment Payment Plan				
Get Bills by Email				
PAID 2019-12-04 \$33,379.63 Effective 2019-11-29 Receipt #97-19015431				
Owner: GEMINI CAPITAL ACQUISITIONS 11767 SOUTH DIXIE HWY SUITE 263 PINECREST, FL 33156 Situs: 2968 SCENIC HWY 98 E DESTIN 32541 Account number: 002S22058400000020 Alternate Key: 1003403 Millage code: DEDF - DESTIN Millage rate: 12.6845 Assessed value: 2,741,176 School assessed value: 2,741,176 Unimproved land value: 1,681,847				
Location is not guaranteed to be accurate.				
2019 Annual bill		Legal description		
Ad valorem: \$34,770.45 Non-ad valorem: \$0.00 Total Discountable: 34770.45 No Discount NAVA: 0.00 Total tax: \$34,770.45		SHORES OF CRYSTAL BEACH LOT 2		

Sketch



Gulf Front Sales in Destin in Past Year

Residential CMA

Listings as of 04/09/20 at 2:30 PM

Property type Residential, Status of 'Sold', Area of '14 - Destin', Sub-Type of 'Detached Single Family', Sold Date between '04/9/2019' and '04/9/2030', or Waterfront of Gulf.

Sold Properties

List Number:	Sub-Type:	Sold	Address:	Apx SqFt(Htd/Cooled):	BR	FB	HB	Year Built:	List Price:	Sold Price:	Price Per Sqft	Sold Date	DOM	CDOM	Office
811399	Detached Single Family	Sold	50 Lands End Drive	4,327	5	5	1	2016	5,400,000	4,400,000	\$1,016.87	04/17/2019	128	128	EBMA
777716	Detached Single Family	Sold	632 Gulf Shore Drive	3,958	3	3	1	1985	3,550,500	3,150,000	\$795.86	06/20/2019	700	700	EEAS
831810	Detached Single Family	Sold	2988 Scenic Highway 98	5,640	6	6	0	1996	3,290,000	3,150,000	\$558.51	01/10/2020	52	429	EDR4
587033	Detached Single Family	Sold	132 Sandprint Circle	5,790	8	8	1	1995	2,800,000	2,509,638	\$433.44	06/14/2019	2353	2639	EKCR
783660	Detached Single Family	Sold	3474 Scenic Hwy 98	4,398	5	6	1	1996	2,790,000	2,400,000	\$545.7	09/12/2019	684	684	ERMS
813579	Detached Single Family	Sold	126 Sandprint Circle	2,764	4	3	1	1996	1,995,000	1,850,000	\$669.32	11/01/2019	172	172	EDR4

Listing Count 6

Averages Sqft: 4,480

\$/Sqft:
669.95

DOM/CDOM:
681/792

Original List Price:
3,454,167

List Price:
3,304,250

Price High:
4,400,000

Low:
1,850,000

Median: 2,829,819

Property Type Count 6

Averages Sqft:
4,480

\$/Sqft:
669.95

DOM/CDOM:
681/792

Original List Price:
3,454,167

List Price:
3,304,250

Sold Price:
2,909,940

* Price statistics for closed listings based on sold price. All other statuses and Totals based on current list price.

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Gulf Front Listings in Destin in Past Year

Residential CMA

Listings as of 04/09/20 at 2:28 PM

Property type Residential; Status of 'Active'; Area of '14 - Destin'; Sub-Type of 'Detached Single Family' or Waterfront of Gulf.

Active Properties

List Number:	Sub-Type:	Active	Address:	Apx SqFt(Htd/Cooled):	BR	FB	HB:	Year Built:	List Price:	Sold Price:	Price Per Sqft	Sold Date	DOM	CDOM	Office
812583	Detached Single Family	Active	4720 Ocean Boulevard	5,567	7	6	1	2009	5,450,000		\$978.98		482	482	EDRE
826688	Detached Single Family	Active	4726 Ocean Boulevard	4,880	5	5	1	2001	4,999,000		\$1,024.39		276	276	EDRE
839417	Detached Single Family	Active	4754 Ocean Boulevard	5,684	6	5	1	2003	4,999,000		\$879.49		69	69	EDR4
823185	Detached Single Family	Active	4730 Ocean Boulevard	4,480	4	4	1	2009	3,975,000		\$887.28		316	316	EFSP
835231	Detached Single Family	Active	4744 Ocean Boulevard	3,850	5	4	1	2006	3,350,000		\$870.13		148	454	EKW1
824085	Detached Single Family	Active	61 Lands End Drive	5,538	7	6	1	2002	2,999,000		\$541.53		314	314	EDR4
828578	Detached Single Family	Active	120 Sandprint Circle	4,538	6	6	1	2002	2,398,000		\$528.43		250	250	EKW1

Listing Count 7

Averages Sqft: 4,934

\$/Sqft:

815.75

DOM/CDOM:

265/308

Original List Price:

4,216,714

List Price:

4,024,286

Price

High:

5,450,000

Low:

2,398,000

Median: 3,975,000

Property
Type Count

7

Averages Sqft:

4,934

\$/Sqft:

815.75

DOM/CDOM:

265/308

Original List Price:

4,216,714

List Price:

4,024,286

* Price statistics for closed listings based on sold price. All other statuses and Totals based on current list price.

Information is deemed to be reliable, but is not guaranteed. © 2020 MLS and FBS. All the listing data, images, or other materials contained in the ecm.flexmls.com site are the copyrighted (©2015 ECARMLS) and confidential material of the Emerald Coast Association of Realtors Multiple Listing Service, Inc. (ECARMLS). Such information cannot be duplicated or distributed in any manner without the express written consent of ECARMLS.

Prepared by Thomas A Marr, Tom Marr Appraisal on Thursday, April 09, 2020 2:28 PM.

ACTIVE LISTINGS

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Abbreviations Used in Data Standardization Text

[illegible]

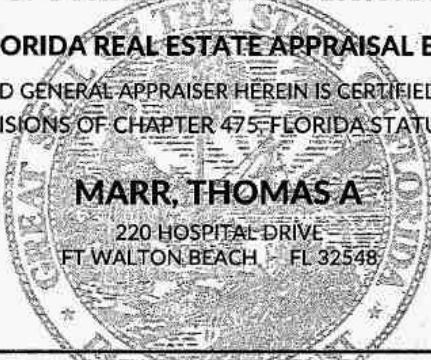
License

Borrower	CLIENT: The Trust for Public Land					
Property Address	2968 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					

	RICK SCOTT, GOVERNOR	JONATHAN ZACHEM, SECRETARY	
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



MARR, THOMAS A
220 HOSPITAL DRIVE
FT WALTON BEACH - FL 32548

LICENSE NUMBER: RZ2645

EXPIRATION DATE: NOVEMBER 30, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Borrower	CLIENT: The Trust for Public Land		File No.	200295
Property Address	2968 Scenic Highway 98			
City	Destin	County	Okaloosa	State FL Zip Code 32541
Lender/Client	The Trust for Public Land			

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed services, as an appraiser, regarding the property (lot only) that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is:

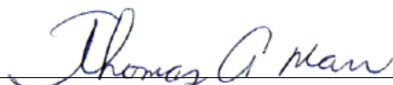
3-6 Months

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

None.

APPRAISER:

Signature: 
Name: Thomas A. Marr

State Certification #: Cert. Gen. RZ2645

or State License #:

State: FL Expiration Date of Certification or License: 11/30/2020

Date of Signature and Report: 04/10/2020

Effective Date of Appraisal: 04/03/2020

Inspection of Subject: ☐ None ☐ Interior and Exterior ☒ Exterior-Only

Date of Inspection (if applicable): 04/03/2020

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
Name: _____

State Certification #: _____

or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): _____

File No. 200295

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

File No. 200295

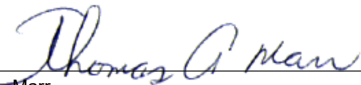
CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED:

2968 Scenic Highway 98, Destin, FL 32541

APPRAISER:

Signature: 
 Name: Thomas A. Marr
 Title: _____
 State Certification #: Cert. Gen. RZ2645
 or State License #: _____
 State: FL Expiration Date of Certification or License: 11/30/2020
 Date Signed: 04/10/2020

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date Signed: _____
☐ Did ☐ Did Not Inspect Property

FROM:

Panhandle Appraisal Group, Inc.
220 Hospital Drive
Fort Walton Beach, FL 32548

Telephone Number: 850-243-2512

Fax Number: 850-226-8462

INVOICE**INVOICE NUMBER**

200295

DATE

4/9/2020

REFERENCE

Internal Order #: 200295
Lender Case #: 200295
Client File #:
Main File # on form: 200295
Other File # on form:
Federal Tax ID: 37-1568404
Employer ID:

TO:

The Trust for Public Land

Telephone Number:

Fax Number:

Alternate Number:

E-Mail:

Thomas A. Marr

DESCRIPTION

Lender: The Trust for Public Land
Purchaser/Borrower: CLIENT: The Trust for Public Land
Property Address: 2968 Scenic Highway 98
City: Destin
County: Okaloosa
Legal Description: Lot 2, Shores of Crystal Beach SD

Client: The Trust for Public Land

State: FL

Zip: 32541

FEES**AMOUNT**

Base appraisal fee

750.00

SUBTOTAL

750.00

PAYMENTS**AMOUNT**

Check #: Date: Description:
Check #: Date: Description:
Check #: Date: Description:

SUBTOTAL

0

Please include invoice number of payment correspondence

TOTAL DUE

\$

750.00

Borrower	CLIENT: The Trust for Public Land					File No.	200649A
Property Address	2970 Scenic Highway 98						
City	Destin	County	Okaloosa	State	FL	Zip Code	32541
Lender/Client	The Trust for Public Land						

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File # 200649A

Fannie Mae Form 1004 March 2005

Uniform Residential Appraisal Report

File # 200649A

There are 7 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 2,398,000 to \$ 5,450,000 .	
There are 6 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 1,850,000 to \$ 4,400,000 .	
FEATURE	SUBJECT
Address	2970 Scenic Highway 98 Destin, FL 32541
Proximity to Subject	0.13 miles E
Sale Price	\$ 3,150,000
Sale Price/Gross Liv. Area	\$ 612.24 sq.ft. \$ 558.51 sq.ft. \$ 750.56 sq.ft. \$ 600.15 sq.ft. \$ 3,200,000
Data Source(s)	MLS 831810;DOM 52
Verification Source(s)	Public Records
VALUE ADJUSTMENTS	DESCRIPTION
Sales or Financing Concessions	ArmLth Cash;0
Date of Sale/Time	s01/20;c11/19
Location	B;Res;
Leasehold/Fee Simple	Fee Simple
Site	19,166 sf 23,522 sf 0 22,651 sf 0 22,215 sf 0
View	B;Wtr;
Design (Style)	DT3;Contempor DT2;Contempor 0 DT2;Contempor 0 DT3;Contempor
Quality of Construction	Q2 Q2 Q2 Q2
Actual Age	25 24 0 26 0 24 0
Condition	C2 C3 +315,000 C3 +300,000 C3 +320,000
Above Grade	Total Bdrms. Baths Total Bdrms. Baths Total Bdrms. Baths Total Bdrms. Baths
Room Count	12 6 6.1 12 6 6.0 +5,000 12 7 6.1 0 12 8 9.0 -25,000
Gross Living Area	5,551 sq.ft. 5,640 sq.ft. -18,000 3,997 sq.ft. +310,000 5,332 sq.ft. +44,000
Basement & Finished Rooms Below Grade	0sf 0sf 0sf 0sf
Functional Utility	Good Good Good Good
Heating/Cooling	FWA/Central/G FWA/Central/G FWA/Central/G FWA/Central/G
Energy Efficient Items	Ceiling Fans/G Ceiling Fans/G Ceiling Fans/G Ceiling Fans/G
Garage/Carport	4qd6dw 2ga6dw +20,000 2ga6dw +20,000 2ga6dw +20,000
Porch/Patio/Deck	Good Good Good Good
Pool	Yes Yes Yes Yes
Net Adjustment (Total)	\$ 322,000 \$ 630,000 \$ 359,000
Adjusted Sale Price of Comparables	Net Adj. 10.2 % Gross Adj. 11.4 % \$ 3,472,000 Net Adj. 21.0 % Gross Adj. 21.0 % \$ 3,630,000 Net Adj. 11.2 % Gross Adj. 12.8 % \$ 3,559,000
I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data Source(s) MLS and Public Records.	
My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data Source(s) MLS and Public Records.	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	
Price of Prior Sale/Transfer	
Data Source(s)	Public Records
Effective Date of Data Source(s)	06/27/2020
Analysis of prior sale or transfer history of the subject property and comparable sales	
None required.	
Summary of Sales Comparison Approach	
See supplemental addendum.	
Indicated Value by Sales Comparison Approach \$ 3,600,000	
Indicated Value by: Sales Comparison Approach \$ 3,600,000 Cost Approach (if developed) \$ 3,683,167 Income Approach (if developed) \$	
See Addenda.	
This appraisal is made ☒ "as is," ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 3,600,000 , as of 06/13/2020 , which is the date of inspection and the effective date of this appraisal.	

Uniform Residential Appraisal Report

File # 200649A

Cost Approach: The cost approach has only been developed by the appraiser as an analysis to support their opinion of the property's market value. Use of this data, in whole or part, for other purposes is not intended by the appraiser. Nothing set forth in the appraisal should be relied upon for the purpose of determining the amount or type of insurance coverage to be placed on the subject property. The appraiser assumes no liability for and does not guarantee that any insurable value estimate inferred from this report will result in the subject property being fully insured for any loss that may be sustained. Further, the cost approach may not be a reliable indication of replacement or reproduction cost for any date other than the effective date of this appraisal due to changing costs of labor and materials and due to changing building codes and governmental regulations and requirements.

ADDITIONAL COMMENTS

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

I identified sales which support a land value of

\$2,000,000.

COST APPROACH

ESTIMATED	☐ REPRODUCTION OR	☒ REPLACEMENT COST NEW	OPINION OF SITE VALUE	-----	= \$	2,000,000
Source of cost data	Marshall Valuation Service		DWELLING	5,551 Sq.Ft. @ \$	300.00 -----	= \$ 1,665,300
Quality rating from cost service	Class C	Effective date of cost data August 2018	Porches	2,049 Sq.Ft. @ \$	50.00 -----	= \$ 102,450
Comments on Cost Approach (gross living area calculations, depreciation, etc.)			Appl/Fans			= \$ 30,000
The site improvements include water and sewer taps, landscaping, pool LPSS, dune walkover and driveway. The cost figures are based on Marshall Valuation Services, Section 12, local area builders, and the \$/sf factors in entrepreneurial profit.			Garage/Carport	864 Sq.Ft. @ \$	75.00 -----	= \$ 64,800
			Total Estimate of Cost-New			= \$ 1,862,550
			Less Physical	Functional	External	
			Depreciation	279,383		= \$(279,383)
			Depreciated Cost of Improvements			= \$ 1,583,167
			"As-is" Value of Site Improvements			= \$ 100,000
Estimated Remaining Economic Life (HUD and VA only) 45 Years			INDICATED VALUE BY COST APPROACH	-----	= \$	3,683,167

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) See Addenda.

INCOME

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☒ No Unit type(s) ☒ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

PUD INFORMATION

Uniform Residential Appraisal Report

File # 200649A

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Thomas A. Marr
 Name Thomas A. Marr
 Company Name Panhandle Appraisal Group, Inc.
 Company Address 220 Hospital Drive
Fort Walton Beach, FL 32548
 Telephone Number (850) 243-0958
 Email Address tom@panappraisal.com
 Date of Signature and Report 06/27/2020
 Effective Date of Appraisal 06/13/2020
 State Certification # Cert. Gen. RZ2645
 or State License # _____
 or Other (describe) _____ State # _____
 State FL
 Expiration Date of Certification or License 11/30/2020

ADDRESS OF PROPERTY APPRAISED

2970 Scenic Highway 98
Destin, FL 32541
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 3,600,000

LENDER/CLIENT

Name No AMC
 Company Name The Trust for Public Land
 Company Address 306 North Monroe Street, Tallahassee, FL
32301
 Email Address kate.brown@tpl.org

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

Uniform Residential Appraisal Report

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[illegible]

Location Map

Borrower	CLIENT: The Trust for Public Land					
Property Address	2970 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					



Comparable Photo Page

Borrower	CLIENT: The Trust for Public Land					
Property Address	2970 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					

**Comparable 1**

2988 Scenic Highway 98	
Prox. to Subject	0.13 miles E
Sales Price	3,150,000
Gross Living Area	5,640
Total Rooms	12
Total Bedrooms	6
Total Bathrooms	6.0
Location	B;Res;
View	B;Wtr;
Site	23,522 sf
Quality	Q2
Age	24

**Comparable 2**

2984 Scenic Highway 98	
Prox. to Subject	0.10 miles E
Sales Price	3,000,000
Gross Living Area	3,997
Total Rooms	12
Total Bedrooms	7
Total Bathrooms	6.1
Location	B;Res;
View	B;Wtr;
Site	22,651 sf
Quality	Q2
Age	26

**Comparable 3**

2982 Scenic Highway 98	
Prox. to Subject	0.09 miles E
Sales Price	3,200,000
Gross Living Area	5,332
Total Rooms	12
Total Bedrooms	8
Total Bathrooms	9.0
Location	B;Res;
View	B;Wtr;
Site	22,215 sf
Quality	Q2
Age	24

Comparable Photo Page

Borrower	CLIENT: The Trust for Public Land					
Property Address	2970 Scenic Highway 98					
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**Comparable 4**

2978 Scenic Highway 98
 Prox. to Subject 0.06 miles E
 Sale Price 3,745,000
 Gross Living Area 5,632
 Total Rooms 12
 Total Bedrooms 7
 Total Bathrooms 6.1
 Location B;Res;
 View B;Wtr;
 Site 20,909 sf
 Quality Q2
 Age 24

Comparable 5

Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Comparable 6

Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Supplemental Addendum

File No. 200649A

Borrower	CLIENT: The Trust for Public Land					
Property Address	2970 Scenic Highway 98					
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Lender/Client	The Trust for Public Land					

COMMENTS REGARDING HIGHEST AND BEST USE

The subject is zoned Crystal Beach Neighborhood by Destin, which is a single family zoning designation. I consider the subject, as a platted lot, to be limited to a single unit. This is now essentially a single family residential zoning designation. Thus, single family residential use is legally permitted.

The subject lot is devoid of wetlands. It features a downward slope toward the Gulf of Mexico, however this slope does not negatively influence value. The lot is centrally located and easily available for most construction materials and labor. Thus, it appears that residential construction is physically possible. The fact that the subject already exists is the ultimate evidence that it is physically possible to construct the subject.

There is substantial residential development and use in the vicinity of the subject, thus, it appears residential use is financially feasible.

As the subject is 25 years old and has an effective age of perhaps 15 years, it has substantial remaining economic and physical life. Thus, continued use as a detached single family home is the maximally productive use.

COMMENTS REGARDING THE SUBJECT LOT

The subject is a platted lot in the Shores of Crystal Beach Subdivision. It is one of thirteen lots with Lot #1, two lots to the west being owned by the city of Destin and used for beach access.

All of the lots are an approximate 67 front feet on the gulf. As one travels east in the SD, the lots are longer and are larger than the subject lot. However, I made no size adjustments, as I consider that the market would be concerned about front feet on the gulf and not the exact lot size.

Based on the very few vacant gulf front lots in the market, I consider a land value of \$2,000,000 to be market supported.

COMMENTS REGARDING THE EXISTING SUBJECT IMPROVEMENT

The existing subject improvement is a four bedroom home with four full baths and one half bath. It also features typical other living areas.

It features a high quality of interior build out.

It features two garages, each with a guest house above the garage. Each guest house features one bedroom and one full bath.

Thus, the subject is an aggregate 6bedrooms and six and one half baths.

It also features an in ground swimming pool and a large balconies facing the Gulf of Mexico.

I consider the subject to be a C2 condition and a Q2 quality of construction.

SALES COMPARISON ANALYSIS - SELECTION OF SALES

I selected four sales of sister homes in the subject subdivision.

Selecting these sales eliminated the need for adjustments for location. It also eliminated the need for land adjustments as all feature 67 +/- FF on the gulf.

The comparable photos will indicate that three of the four homes have main home/guest house over garage configuration, similar to the subject.

SALES COMPARISON ANALYSIS - DISCUSSION OF ADJUSTMENTS

My adjustments are market based and are detailed as follows:

I made one aggregate 10% upward condition adjustment to all of the comparable sales. I base this on the owner's comments, the owner's pride of ownership, the condition of the subject and my observation. I consider this adjustment to be an all inclusive adjustment to include any quality of construction differences, location near the beach access.

I adjusted baths at \$5,000 per half bath and \$10,000 per full bath.

I adjusted size at \$200.00 per SF. I recognize that I used a figure of \$300.00 per SF in the cost analysis. All homes have one kitchen and generally a similar number of bathrooms which are the high cost centers of a home as well as the heating and cooling systems. Thus, size differences are usually larger rooms

Supplemental Addendum

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with a lower cost to build than high cost centers.

I adjusted garage spaces at a rounded \$10,000 per space.

I made no other adjustments.

RECONCILIATION OF THE SALES COMPARISON ANALYSIS

The adjusted range of value is \$3,472,000 to \$4,104,000 with an average of \$3,691,000, rounded.

I consider a value of \$3,600,000 to be market supported.

INCOME ANALYSIS

I did not perform income analysis.

FINAL RECONCILIATION

The Cost Approach indicated a value which supports the value in the Sales Comparison Analysis. Typically the cost analysis results in a higher value than sales comparison analysis as the cost analysis captures every increment of value. However, in the sales comparison analysis, which emulates a market participant, it is typical that some small potential areas of value are not weighted or weighted differently by each appraiser or market participant. The value derived from the cost analysis is a rounded \$3,685,000.

A current market value of \$3,600,000 was indicated by the sales comparison analysis. The sales comparison is generally regarded as the most reliable approach to value as it emulates the decisions of buyers and sellers in the market.

The final reconciled opinion of current market value is \$3,600,000, "As Is."

As stated above, both the quality and the quantity of data is considered as adequate to derive a credible and reasonable opinion of value. I would project a marketing and exposure time of 3 to 6 months based on the known marketing and exposure times exhibited by the comparable sales and additional market analysis.

Subject Photo Page

Borrower	CLIENT: The Trust for Public Land					
Property Address	2970 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
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**Subject Front**

2970 Scenic Highway 98
 Sales Price
 Gross Living Area 5,551
 Total Rooms 12
 Total Bedrooms 6
 Total Bathrooms 6.1
 Location B;Res;
 View B;Wtr;
 Site 19,166 sf
 Quality Q2
 Age 25

**Subject Rear****Subject Street**

Additional Photos

Borrower	CLIENT: The Trust for Public Land					
Property Address	2970 Scenic Highway 98					
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Kitchen



Dining Room



Wet Bar



Living Room



Living Room



Half Bath

Additional Photos

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Bedroom



Bedroom



Bedroom



Bedroom



Bath



Bath

Additional Photos

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Swimming Pool



View to SE



View to South



View to SW

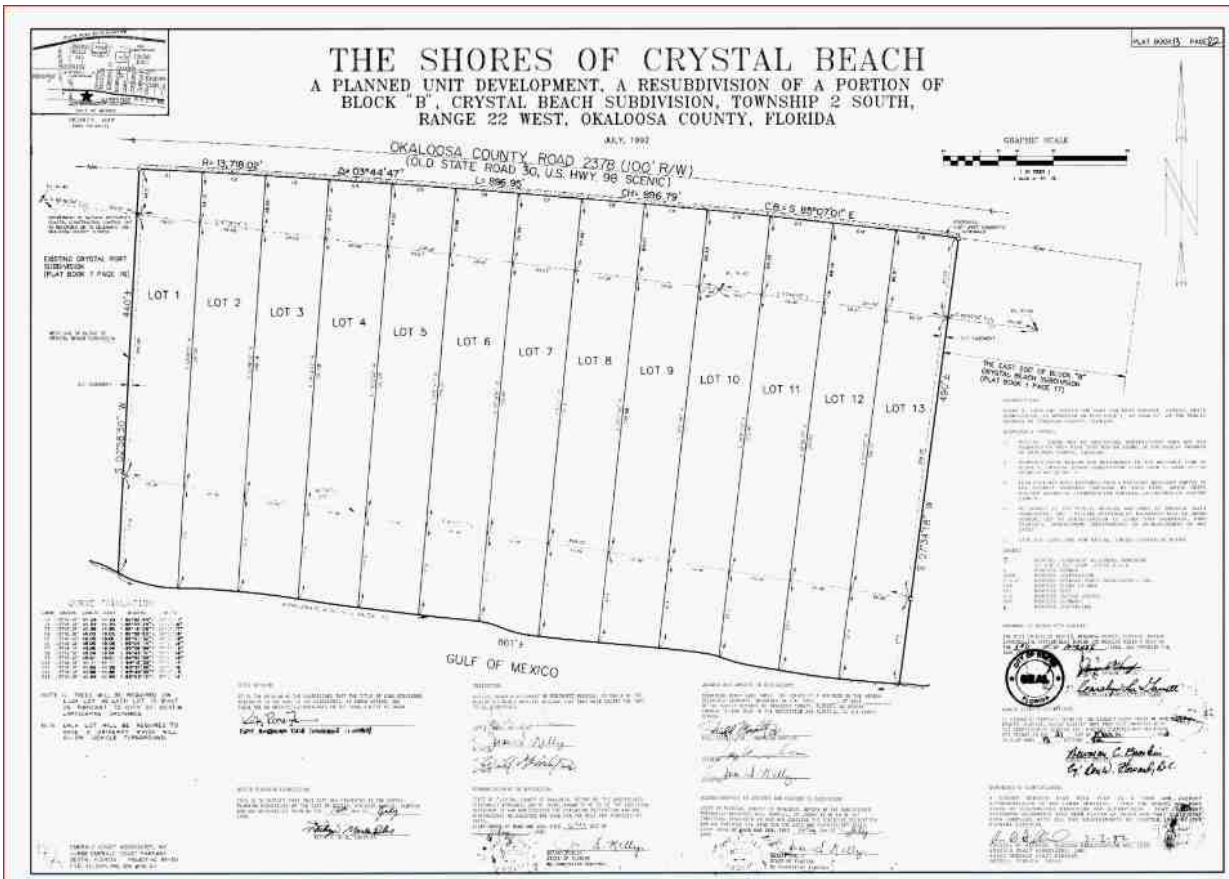


Balcony



Garage Interior

Plat Map



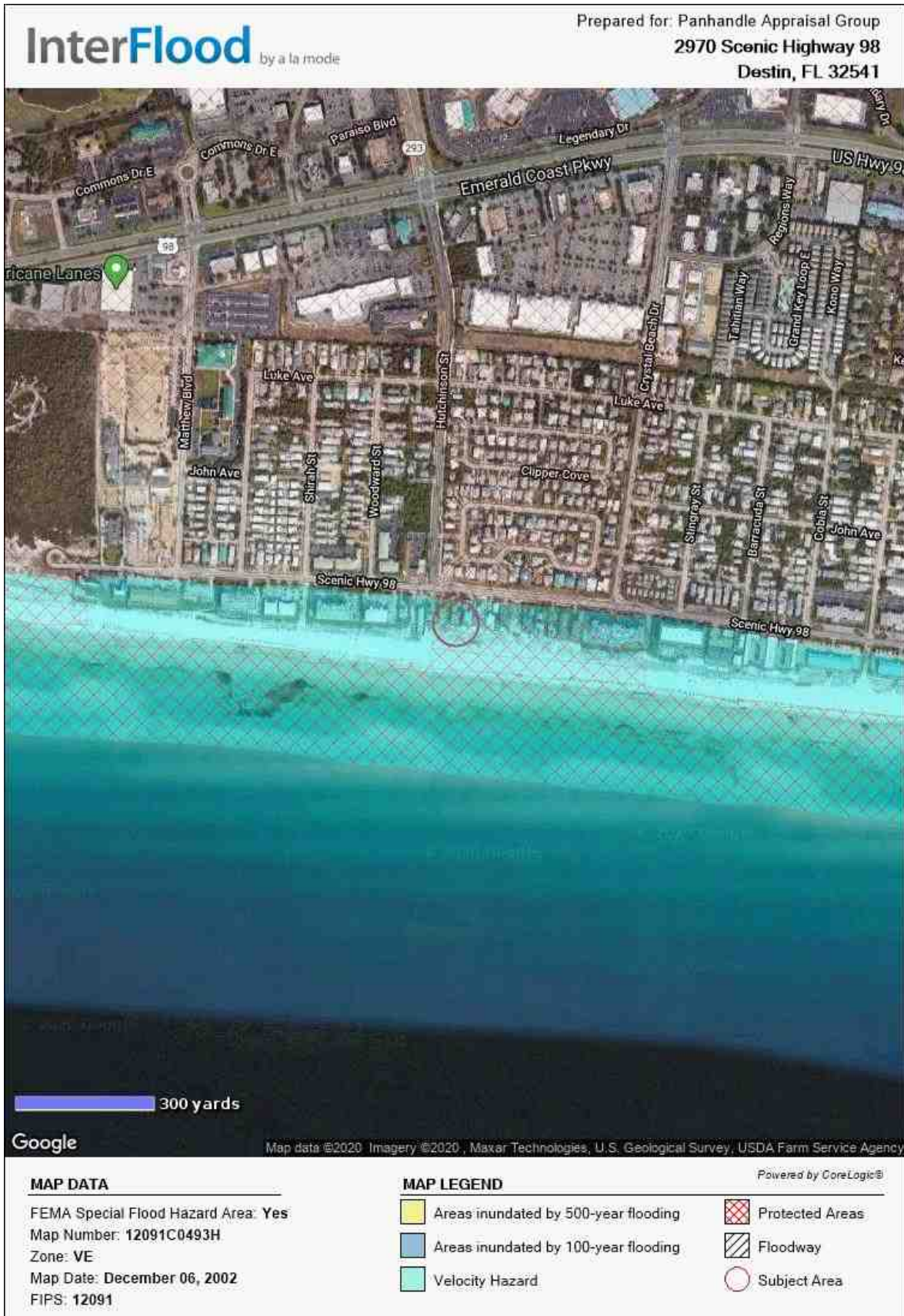
Aerial Photo

Borrower	CLIENT: The Trust for Public Land					
Property Address	2970 Scenic Highway 98					
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Flood Map

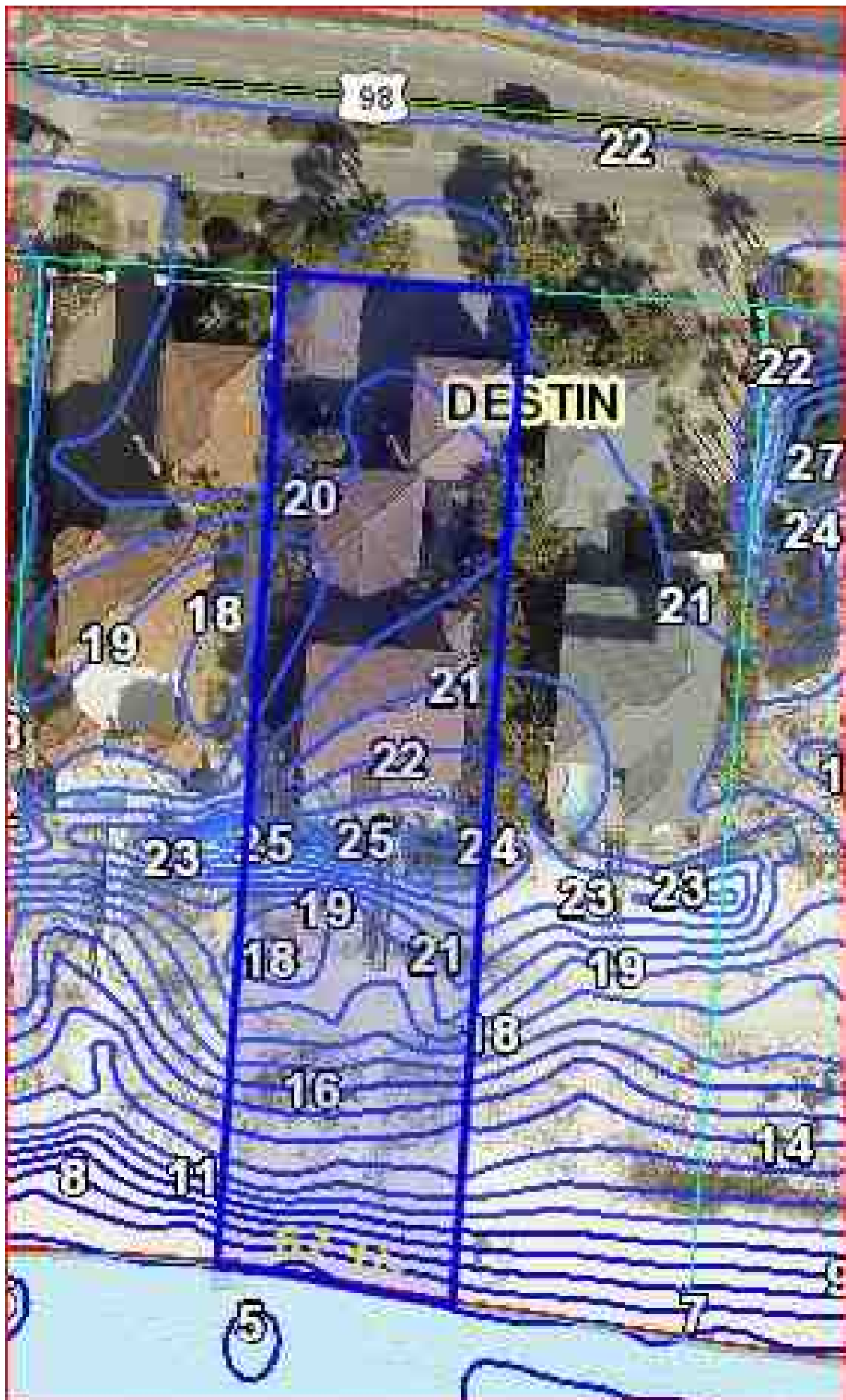
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Wetlands Map



Contour Map - Substantial Slope to Gulf

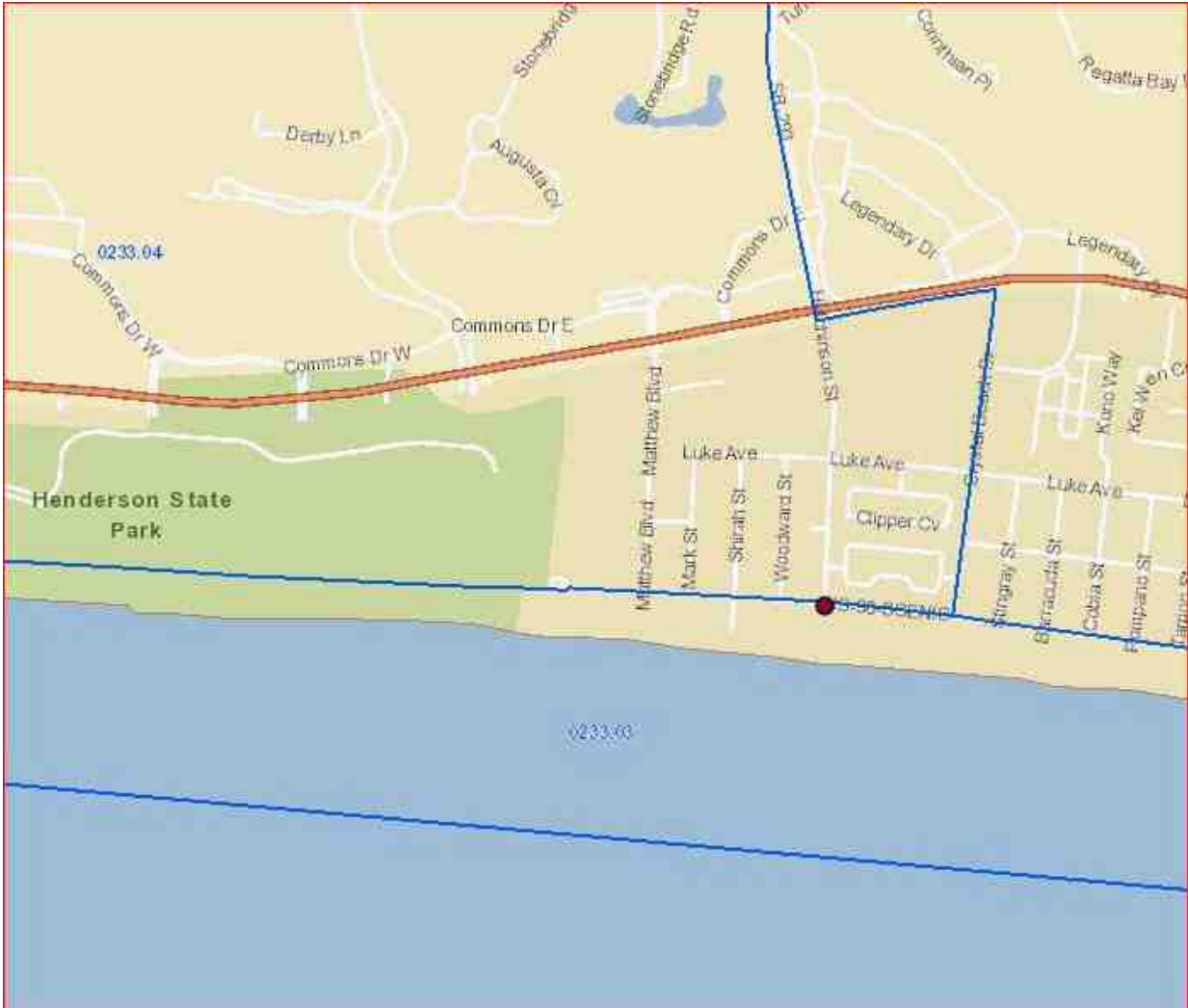


Zoning Map

Borrower	CLIENT: The Trust for Public Land					
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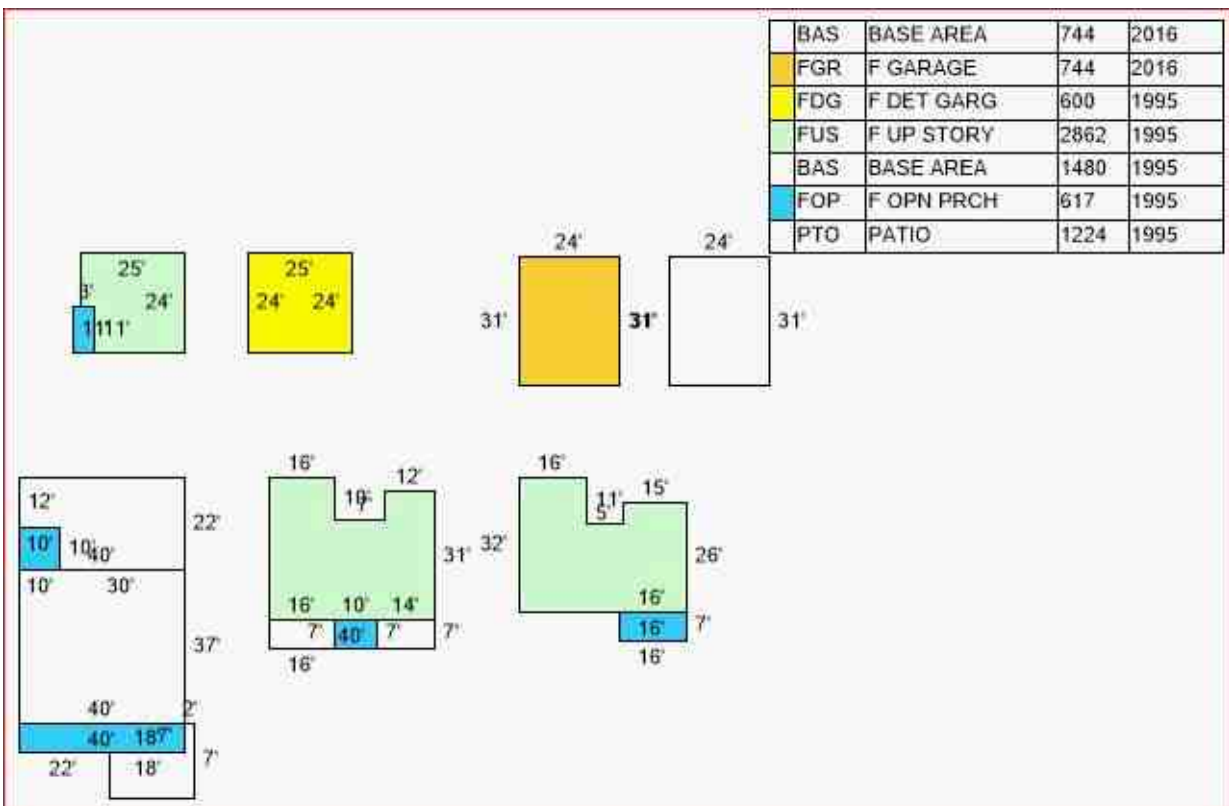
Census Tract Map



Tax Assessor Card

2019 Roll Details — Real Estate Account At 2970 SCENIC HWY 98 E, DESTIN 32541				
Real Estate Account #002S22058400000030				
2019	2018	2017	2016	1998
PAID	PAID	PAID	PAID	PAID
Get Bills by Email				
PAID 2019-11-19 \$31,742.08 Receipt #97-19008930				
Owner: KMB ROCKY HILL LLC PO BOX 6177 MIRAMAR BEACH, FL 32550 Situs: 2970 SCENIC HWY 98 E DESTIN 32541 Account number: 002S22058400000030 Alternate Key: 1003404 Millage code: DEDF - DESTIN Millage rate: 12.6845 Assessed value: 2,606,699 School assessed value: 2,606,699 Unimproved land value: 1,681,847				
Location is not guaranteed to be accurate.				
2019 Annual bill		Legal description		
Ad valorem: \$33,064.67 Non-ad valorem: \$0.00 Total Discountable: 33064.67 No Discount NAVA: 0.00 Total tax: \$33,064.67		SHORES OF CRYSTAL BEACH LOT 3		

Sketch



File No. 200649A

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

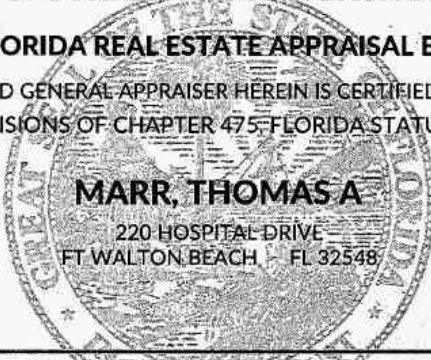
License

Borrower	CLIENT: The Trust for Public Land					
Property Address	2970 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					

	RICK SCOTT, GOVERNOR	JONATHAN ZACHEM, SECRETARY	
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



MARR, THOMAS A
220 HOSPITAL DRIVE
FT WALTON BEACH - FL 32548

LICENSE NUMBER: RZ2645

EXPIRATION DATE: NOVEMBER 30, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Borrower	CLIENT: The Trust for Public Land		File No.	200649A
Property Address	2970 Scenic Highway 98			
City	Destin	County	Okaloosa	State FL Zip Code 32541
Lender/Client	The Trust for Public Land			

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed services, as an appraiser, regarding the property (lot only) that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is:

3-6 Months

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

None.

APPRAISER:

Signature:

Name: Thomas A. Marr

State Certification #: Cert. Gen. RZ2645

or State License #:

State: FL Expiration Date of Certification or License: 11/30/2020

Date of Signature and Report: 06/27/2020

Effective Date of Appraisal: 06/13/2020

Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): 06/13/2020

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:

Name:

State Certification #:

or State License #:

State: Expiration Date of Certification or License:

Date of Signature:

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable):

File No. 200649A

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

File No. 200649A

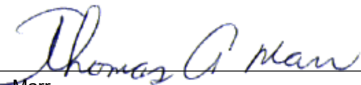
CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED:

2970 Scenic Highway 98, Destin, FL 32541

APPRAISER:

Signature: 
 Name: Thomas A. Marr
 Title: _____
 State Certification #: Cert. Gen. RZ2645
 or State License #: _____
 State: FL Expiration Date of Certification or License: 11/30/2020
 Date Signed: 06/27/2020

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date Signed: _____
☐ Did ☐ Did Not Inspect Property

FROM:

Panhandle Appraisal Group Inc
220 Hospital Dr NE
Fort Walton Beach, FL 32548-5068

Telephone Number: (850) 243-2512 Fax Number: (850) 226-8462

INVOICE**INVOICE NUMBER**

200649A

DATE

6/27/2020

REFERENCE

Internal Order #: 200649A
Lender Case #: 200649A
Client File #:
Main File # on form: 200649A
Other File # on form:
Federal Tax ID: 37-1568404
Employer ID:

TO:

The Trust for Public Land

Telephone Number: Fax Number:
Alternate Number: E-Mail:

Thomas A. Marr

DESCRIPTION

Lender: The Trust for Public Land Client: The Trust for Public Land
Purchaser/Borrower: CLIENT: The Trust for Public Land
Property Address: 2970 Scenic Highway 98
City: Destin
County: Okaloosa State: FL Zip: 32541
Legal Description: Lot 3, Shores of Crystal Beach SD

FEES**AMOUNT**

Base appraisal fee	750.00
SUBTOTAL	750.00

PAYMENTS**AMOUNT**

Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
SUBTOTAL			
Please include invoice number of payment correspondence			TOTAL DUE \$ 750.00

Borrower	CLIENT: The Trust for Public Land					File No.	200649B
Property Address	2942 Scenic Highway 98						
City	Destin	County	Okaloosa	State	FL	Zip Code	32541
Lender/Client	The Trust for Public Land						

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Uniform Residential Appraisal Report

File # 200649B

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.										
SUBJECT	Property Address 2942 Scenic Highway 98				City Destin		State FL		Zip Code 32541	
	Borrower CLIENT: The Trust for Public Land				Owner of Public Record Emerald LTA-2		County Okaloosa			
	Legal Description Lots A-E, Crystal Port									
	Assessor's Parcel # 00-2S-22-0590-0000-00A0 / 00B0 / 00C0 / 00D0 / 00E0				Tax Year 2019		R.E. Taxes \$ 21,900			
	Neighborhood Name Destin				Map Reference 18880		Census Tract 0233.03			
	Occupant ☐ Owner ☐ Tenant ☒ Vacant				Special Assessments \$ 0		☐ PUD HOA \$ 0		☐ per year ☐ per month	
	Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)									
	Assignment Type ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe)				Potential acquisition by the Trust for Public Land					
	Lender/Client The Trust for Public Land				Address 306 North Monroe Street, Tallahassee, FL 32301					
	Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal?						☐ Yes ☒ No			
Report data source(s) used, offering price(s), and date(s).				MLS						
CONTRACT	I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. N/A									
	Contract Price \$				Date of Contract		Is the property seller the owner of public record?		☒ Yes ☐ No Data Source(s) Public Records	
	Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower?						☐ Yes ☒ No			
	If Yes, report the total dollar amount and describe the items to be paid.				\$0;;					
NEIGHBORHOOD	Note: Race and the racial composition of the neighborhood are not appraisal factors.									
	Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
	Location ☒ Urban ☐ Suburban ☐ Rural			Property Values ☐ Increasing ☒ Stable ☐ Declining			PRICE AGE		One-Unit 70 %	
	Built-Up ☒ Over 75% ☐ 25-75% ☐ Under 25%			Demand/Supply ☐ Shortage ☒ In Balance ☐ Over Supply			\$ (000) (yrs)		2-4 Unit 5 %	
	Growth ☐ Rapid ☒ Stable ☐ Slow			Marketing Time ☐ Under 3 mths ☒ 3-6 mths ☐ Over 6 mths			2,500 Low 0		Multi-Family 15 %	
	Neighborhood Boundaries South: Gulf of Mexico, East: Walton County line - North: U. S. Highway 98 -			7,000 High 35			Commercial 5 %			
	West: Henderson Beach State Park.			3,500 Pred. 10			Other 5 %			
	Neighborhood Description The subject improvement is located in Destin on the Gulf of Mexico. Surrounding properties are residential condo projects and other large detached homes, oriented to seasonal rental use.									
SITE	Market Conditions (including support for the above conclusions) An inventory analysis over the past year indicates overall stabilization regarding homes such as the subject, where there are few potential buyers. Supply and demand over the past year indicates a balance of inventory. Marketing time frames vary widely, however, I am selecting a time frame of 3 to 6 months.									
	Dimensions 50 x 275 feet +/-		Area 13750 sf		Shape Rectangular		View B;Wtr;			
	Specific Zoning Classification Crystal Beach Resort		Zoning Description Residential use is permitted.							
	Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)									
	Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use?				☒ Yes ☐ No If No, describe					
	Utilities Public Other (describe)		Public Other (describe)		Off-site Improvements - Type		Public Private			
	Electricity ☒ ☐		Water ☒ ☐		Street Paved		☒ ☐			
	Gas ☒ ☐		Sanitary Sewer ☒ ☐		Alley None		☐ ☐			
	FEMA Special Flood Hazard Area ☒ Yes ☐ No		FEMA Flood Zone VE		FEMA Map # 12091C0493H		FEMA Map Date 12/06/2002			
	Are the utilities and off-site improvements typical for the market area?		☒ Yes ☐ No If No, describe							
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?				☐ Yes ☒ No If Yes, describe						
No adverse conditions noted on inspection. The final Flood Zone determination should be made by a licensed Florida surveyor.										
IMPROVEMENTS	General Description		Foundation		Exterior Description		materials/condition		Interior materials/condition	
	Units ☒ One ☐ One with Accessory Unit		☒ Concrete Slab ☐ Crawl Space		Foundation Walls Concrete/G		Floors Wood/Tile/G			
	# of Stories 2		☐ Full Basement ☐ Partial Basement		Exterior Walls Frame/Stucco/G		Walls SR/CM/G			
	Type ☐ Det. ☒ Att. ☐ S-Det./End Unit		Basement Area 0 sq.ft.		Roof Surface Metal/G		Trim/Finish WD/CM/Paint/G			
	☒ Existing ☐ Proposed ☐ Under Const.		Basement Finish 0 %		Gutters & Downspouts Metal/G		Bath Floor Wood/G			
	Design (Style) C		☐ Outside Entry/Exit ☐ Sump Pump		Window Type Aluminum Impact/G		Bath Wainscot Tile/G			
	Year Built 1984		Evidence of ☐ Infestation		Storm Sash/Insulated Insulated/G		Car Storage ☐ None			
	Effective Age (Yrs) 25		☐ Dampness ☐ Settlement		Screens No		☒ Driveway # of Cars 2			
	Attic ☐ None		Heating ☒ FWA ☐ HWBB ☐ Radiant		Amenities ☐ Woodstove(s) # 0		Driveway Surface Pavers			
	☐ Drop Stair ☒ Stairs		☐ Other Fuel Elec		☐ Fireplace(s) # 0 ☒ Fence Metal		☐ Garage # of Cars 0			
☐ Floor ☐ Scuttle		Cooling ☒ Central Air Conditioning		☒ Patio/Deck Wood ☒ Porch Entry		☐ Carport # of Cars 0				
☐ Finished ☐ Heated		☐ Individual ☐ Other		☒ Pool None ☐ Other None		☐ Att. ☐ Det. ☐ Built-in				
Appliances ☒ Refrigerator ☒ Range/Oven		☒ Dishwasher ☒ Disposal ☒ Microwave		☒ Washer/Dryer ☐ Other (describe)						
Finished area above grade contains:		4 Rooms		2 Bedrooms		2.1 Bath(s)		1,475 Square Feet of Gross Living Area Above Grade		
Additional features (special energy efficient items, etc.).		Ceiling fans, dune walkover.								
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.).		C3;Kitchen-remodeled-one to five years ago;Bathrooms-remodeled-one to five years ago;The subject is very well maintained and is in good condition. I would consider the subject to be a Q3 in quality of construction and a C3 regarding condition. See UAD definitions in the addenda.								
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?				☐ Yes ☒ No If Yes, describe						
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?				☒ Yes ☐ No If No, describe						

Uniform Residential Appraisal Report

File # 200649B

There are 7 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 750,000 to \$ 1,020,000 .															
There are 6 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 800,000 to \$ 1,215,000 .															
FEATURE		SUBJECT		COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3					
Address		2942 Scenic Highway 98 Destin, FL 32541		2075 Scenic Gulf Dr Miramar Beach, FL 32550			1987 Scenic Gulf Dr Miramar Beach, FL 32550			2075 Scenic Gulf Dr Miramar Beach, FL 32550					
Proximity to Subject				2.62 miles E			2.72 miles E			2.62 miles E					
Sale Price		\$		\$ 800,000			\$ 830,000			\$ 865,000					
Sale Price/Gross Liv. Area		\$ 612.24 sq.ft.		\$ 372.09 sq.ft.			\$ 526.98 sq.ft.			\$ 424.02 sq.ft.					
Data Source(s)				MLS 843599;DOM 7			MLS 846989;DOM 134			MLS 843990;DOM 1					
Verification Source(s)				Public Records			Public Records			Public Records					
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		+(-) \$ Adjustment		DESCRIPTION		+(-) \$ Adjustment		DESCRIPTION		+(-) \$ Adjustment	
Sales or Financing Concessions				ArmLth Conv;0				ArmLth Conv;0				ArmLth Conv;0			
Date of Sale/Time				s05/20;c04/20				s05/20;c04/20				s03/20;c02/20			
Location		B;Res;		B;Res;				B;Res;				B;Res;			
Leasehold/Fee Simple		Fee Simple		Fee Simple				Fee Simple				Fee Simple			
Site		13,750		2,800 sf		0		2,850 sf		0		2,800 sf		0	
View		B;Wtr;		B;Gulf Front;		-80,000		B;Gulf Front;		-83,000		B;Gulf Front;		-86,000	
Design (Style)		AT2;TH		AT3;TH		0		AT3;TH		0		AT3;TH		0	
Quality of Construction		Q3		Q3				Q3				Q3			
Actual Age		36		38		0		40		0		38		0	
Condition		C3		C3				C3				C3			
Above Grade		Total Bdrms. Baths		Total Bdrms. Baths				Total Bdrms. Baths				Total Bdrms. Baths			
Room Count		4 2 2.1		6 3 3.1		-10,000		6 3 3.1		-10,000		6 3 3.1		-10,000	
Gross Living Area		1,475 sq.ft.		2,150 sq.ft.		-70,000		1,575 sq.ft.		-10,000		2,040 sq.ft.		-56,000	
Basement & Finished Rooms Below Grade		0sf		0sf				0sf				0sf			
Functional Utility		Good		Good				Good				Good			
Heating/Cooling		FWA/Central/G		FWA/Central/G				FWA/Central/G				FWA/Central/G			
Energy Efficient Items		Ceiling Fans/G		Ceiling Fans/G				Ceiling Fans/G				Ceiling Fans/G			
Garage/Carport		2dw		2dw				2dw				2dw			
Porch/Patio/Deck		Good		Good				Good				Good			
Net Adjustment (Total)				+ - \$		-160,000		+ - \$		-103,000		+ - \$		-152,000	
Adjusted Sale Price of Comparables				Net Adj. 20.0 %		\$ 640,000		Net Adj. 12.4 %		\$ 727,000		Net Adj. 17.6 %		\$ 713,000	
I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain															
My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.															
Data Source(s) MLS and Public Records.															
My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.															
Data Source(s) MLS and Public Records.															
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).															
ITEM		SUBJECT		COMPARABLE SALE #1			COMPARABLE SALE #2			COMPARABLE SALE #3					
Date of Prior Sale/Transfer															
Price of Prior Sale/Transfer															
Data Source(s)		Public Records		MLS/Public Records			MLS/Public Records			MLS/Public Records					
Effective Date of Data Source(s)		06/27/2020		06/27/2020			06/27/2020			06/27/2020					
Analysis of prior sale or transfer history of the subject property and comparable sales															
None required.															
Summary of Sales Comparison Approach															
I derived a value of \$730,000 each for subject units A-D. Multiplying \$730,000 by 4 results in a total value of \$2,920,000. I derived a value of \$900,000 for Unit E. Adding \$2,920,000 to \$900,000 results in a final value of \$3,820,000. See supplemental addendum for more detail.															
Indicated Value by Sales Comparison Approach \$ 3,820,000															
Indicated Value by: Sales Comparison Approach \$ 3,820,000 Cost Approach (if developed) \$ 3,825,000 Income Approach (if developed) \$															
See Addenda.															
This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair.															
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 3,820,000, as of 06/13/2020, which is the date of inspection and the effective date of this appraisal.															

Uniform Residential Appraisal Report

File # 200649B

Cost Approach: The cost approach has only been developed by the appraiser as an analysis to support their opinion of the property's market value. Use of this data, in whole or part, for other purposes is not intended by the appraiser. Nothing set forth in the appraisal should be relied upon for the purpose of determining the amount or type of insurance coverage to be placed on the subject property. The appraiser assumes no liability for and does not guarantee that any insurable value estimate inferred from this report will result in the subject property being fully insured for any loss that may be sustained. Further, the cost approach may not be a reliable indication of replacement or reproduction cost for any date other than the effective date of this appraisal due to changing costs of labor and materials and due to changing building codes and governmental regulations and requirements.

ADDITIONAL COMMENTS

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

I identified sales which support a land value of

\$2,000,000.

COST APPROACH

ESTIMATED ☐ REPRODUCTION OR ☒ REPLACEMENT COST NEW	OPINION OF SITE VALUE	-----	= \$	500,000
Source of cost data Marshall Valuation Service	DWELLING	1,475 Sq.Ft. @ \$	200.00 -----	= \$ 295,000
Quality rating from cost service Class C Effective date of cost data August 2018	Porches	100 Sq.Ft. @ \$	50.00 -----	= \$ 5,000
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Appl/Fans		-----	= \$ 15,000
The site improvements include water and sewer taps, and a pro rat share of landscaping, parking and dune walkover.	Garage/Carport	Sq.Ft. @ \$	-----	= \$
	Total Estimate of Cost-New		-----	= \$ 315,000
	Less Physical	Functional	External	
	Depreciation	94,500		= \$(94,500)
	Depreciated Cost of Improvements		-----	= \$ 220,500
	"As-is" Value of Site Improvements		-----	= \$ 25,000
Estimated Remaining Economic Life (HUD and VA only) 35 Years	INDICATED VALUE BY COST APPROACH	-----	= \$	745,500

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ **X** Gross Rent Multiplier **=** \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

See Addenda.

INCOME

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☒ No Unit type(s) ☒ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data SourceAre the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

PUD INFORMATION

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Uniform Residential Appraisal Report

File # 200649B

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

File # 200649B

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

File # 200649B

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature

Name Thomas A. MarrCompany Name Panhandle Appraisal Group, Inc.Company Address 220 Hospital Drive
Fort Walton Beach, FL 32548Telephone Number (850) 243-0958Email Address tom@panappraisal.comDate of Signature and Report 07/04/2020Effective Date of Appraisal 06/13/2020State Certification # Cert. Gen. RZ2645

or State License #

or Other (describe) _____ State # _____

State FLExpiration Date of Certification or License 11/30/2020

ADDRESS OF PROPERTY APPRAISED

2942 Scenic Highway 98Destin, FL 32541APPRAISED VALUE OF SUBJECT PROPERTY \$ 3,820,000

LENDER/CLIENT

Name No AMCCompany Name The Trust for Public LandCompany Address 306 North Monroe Street, Tallahassee, FL
32301Email Address kate.brown@tpl.org

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____

Name _____

Company Name _____

Company Address _____

Telephone Number _____

Email Address _____

Date of Signature _____

State Certification # _____

or State License # _____

State _____

Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property☐ Did inspect exterior of subject property from street

Date of Inspection _____

☐ Did inspect interior and exterior of subject property

Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street☐ Did inspect exterior of comparable sales from street

Date of Inspection _____

Uniform Residential Appraisal Report

File # 200649B

[illegible]

Location Map

Borrower	CLIENT: The Trust for Public Land					
Property Address	2942 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					



Comparable Photo Page

Borrower	CLIENT: The Trust for Public Land					
Property Address	2942 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					

**Comparable 1**

2075 Scenic Gulf Dr
Prox. to Subject 2.62 miles E
Sales Price 800,000
Gross Living Area 2,150
Total Rooms 6
Total Bedrooms 3
Total Bathrooms 3.1
Location B;Res;
View B;Gulf Front;
Site 2,800 sf
Quality Q3
Age 38

**Comparable 2**

1987 Scenic Gulf Dr
Prox. to Subject 2.72 miles E
Sales Price 830,000
Gross Living Area 1,575
Total Rooms 6
Total Bedrooms 3
Total Bathrooms 3.1
Location B;Res;
View B;Gulf Front;
Site 2,850 sf
Quality Q3
Age 40

**Comparable 3**

2075 Scenic Gulf Dr
Prox. to Subject 2.62 miles E
Sales Price 865,000
Gross Living Area 2,040
Total Rooms 6
Total Bedrooms 3
Total Bathrooms 3.1
Location B;Res;
View B;Gulf Front;
Site 2,800 sf
Quality Q3
Age 38

Comparable Photo Page

Borrower	CLIENT: The Trust for Public Land					
Property Address	2942 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					

**Comparable 4**

1987 Scenic Gulf Dr
Prox. to Subject 2.72 miles E
Sale Price 790,000
Gross Living Area 1,575
Total Rooms 6
Total Bedrooms 3
Total Bathrooms 3.1
Location B;Res;
View B;Gulf Front;
Site 2,850 sf
Quality Q3
Age 40

**Comparable 5**

1987 Scenic Gulf Dr
Prox. to Subject 2.72 miles E
Sale Price 941,500
Gross Living Area 1,575
Total Rooms 6
Total Bedrooms 3
Total Bathrooms 3.1
Location B;Res;
View B;Gulf Front;
Site 2,850 sf
Quality Q3
Age 40

**Comparable 6**

1717 Scenic Gulf Dr
Prox. to Subject 2.99 miles E
Sale Price 1,206,000
Gross Living Area 2,834
Total Rooms 7
Total Bedrooms 3
Total Bathrooms 4.1
Location B;Res;
View B;Gulf Front;
Site 6839 sf
Quality Q3
Age 36

Supplemental Addendum

File No. 200649B

Borrower	CLIENT: The Trust for Public Land					
Property Address	2942 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					

COMMENTS REGARDING HIGHEST AND BEST USE

The subject is zoned Crystal Beach Resort by Destin, which is a multi family zoning designation. I consider the subject five unit town home project to be legally permitted.

The subject lot is devoid of wetlands. It features a downward slope toward the Gulf of Mexico, however this slope does not negatively influence value. The lot is centrally located and easily available for most construction materials and labor. Thus, it appears that residential construction is physically possible. The fact that the subject already exists is the ultimate evidence that it is physically possible to construct the subject.

There is substantial residential development and use in the vicinity of the subject, thus, it appears residential use is financially feasible.

As the subject is 36 years old and has an effective age of perhaps 20-25 years, it has substantial remaining economic and physical life. Thus, continued use as a town home project, oriented to seasonal rental, is the maximally productive use.

COMMENTS REGARDING THE SUBJECT PARENT PARCEL

The subject parent parcel is 50 feet by 275 feet, or 13,750 SF.

The parcel features 50 front feet on Scenic Highway 98 and then runs south to the Gulf of Mexico.

COMMENTS REGARDING THE EXISTING SUBJECT IMPROVEMENT

There is one improvement on the subject which is oriented on a north/south axis. This improvement is five town homes in tandem. The four northern town homes are two level units of an approximate 1,475 HVAC SF and are two bedroom and two and one half bath units. None of these units front the gulf individually.

The southernmost unit is Unit E. Unit E has the same characteristics of the other units, however, because of the slope to the gulf, this unit has a lower floor somewhat similar to a daylight basement. It is an approximate 2,100 SF unit and features direct gulf frontage and views. It is decidedly more valuable than any of the other four units.

APPRAISAL METHODOLOGY

As four of the five subject units are similar 1,475 HVAC sized, I consider the most reasonable and credible methodology to be to derive a value for these similar units and then derive a value for the larger Unit E.

SALES COMPARISON ANALYSIS - SELECTION OF SALES

I selected six sales of various sized town homes from the market and performed sales comparison analysis.

I note that all six sales feature gulf frontage, similar to subject Unit E.

These six sales are similar in age, all being from 36 to 40 years of age.

SALES COMPARISON ANALYSIS - DISCUSSION OF ADJUSTMENTS

My adjustments are market based and are detailed as follows:

I made one aggregate 10% downward adjustment to all sales because all front the gulf. I recognize that a 10% adjustment is a 'one size fits all' type of adjustment, however, I note that Units A - D all have a similar view of the gulf and the only difference is the short difference in walking from the north end of the building to the south end to access the walkover. As the ultimate answer is to derive an aggregate value, I consider this 10% adjustment to be reasonable.

I adjusted baths at \$5,000 per half bath and \$10,000 per full bath.

I adjusted size at \$100.00 per SF. I recognize that I used a figure of \$200.00 per SF in the cost analysis. All homes have one kitchen and generally a similar number of bathrooms which are the high cost centers of a home as well as the heating and cooling systems. Thus, size differences are usually larger rooms with a lower cost to build than high cost centers.

I adjusted garage spaces at a rounded \$10,000 per space.

Sales #5 and #6 were substantially upgraded, per the respective MLS listings. I made downward adjustments to these sales.

Supplemental Addendum

File No. 200649B

Borrower	CLIENT: The Trust for Public Land				
Property Address	2942 Scenic Highway 98				
City	Destin	County	Okaloosa	State	FL Zip Code 32541
Lender/Client	The Trust for Public Land				

Sales #6 features a substantially larger lot as it is an end unit. I made a downward adjustment to this sale.

I made no other adjustments.

RECONCILIATION OF THE SALES COMPARISON ANALYSIS

The adjusted range of value is \$640,000 to \$821,000 with an average of \$729,000, rounded to \$730,000.

I consider a value of \$730,000 per unit for Units A-D to be market supported.

INCOME ANALYSIS

I did not perform income analysis.

FINAL RECONCILIATION

The Cost Approach indicated a value which supports the value in the Sales Comparison Analysis. Typically the cost analysis results in a higher value than sales comparison analysis as the cost analysis captures every increment of value. However, in the sales comparison analysis, which emulates a market participant, it is typical that some small potential areas of value are not weighted or weighted differently by each appraiser or market participant. The value derived from the cost analysis is a rounded \$745,000.

A current market value of \$730,000 was indicated by the sales comparison analysis. The sales comparison is generally regarded as the most reliable approach to value as it emulates the decisions of buyers and sellers in the market.

The final reconciled opinion of current market value is \$730,000, "As Is."

As stated above, both the quality and the quantity of data is considered as adequate to derive a credible and reasonable opinion of value. I would project a marketing and exposure time of 3 to 6 months based on the known marketing and exposure times exhibited by the comparable sales and additional market analysis.

VALUE OF UNIT E

Unit E is much larger than Units A-D.

Plus, it fronts the Gulf of Mexico.

To derive a value for Unit E, I am using the gross selling price per SF for the comparable sales. These selling prices range from \$372 to \$598 per SF. The average is \$475 per SF.

I would not make the gulf front adjustment to the comps as they pertain to Unit E as it is gulf front.

However, I would have considered Sales #5 and #6 as being superior to the subject regarding condition.

This influences me to select a value below the range and I am selecting a value of a rounded \$425 per SF.

Multiplying 2,100 SF by \$425 per SF results in a value of \$892,000, rounded to \$900,000.

TOTAL VALUE

I derived a value of \$730,000 per town home for Units A-D.

Multiplying \$730,000 by 4 units results in a total value of \$2,920,000.

I have derived a value of \$900,000 for Unit E.

Adding \$2,920,000 to \$900,000 results in total value of \$3,820,000.

Subject Photo Page

Borrower	CLIENT: The Trust for Public Land					
Property Address	2942 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					

**Subject Front**

2942 Scenic Highway 98

Sales Price

Gross Living Area 1,475

Total Rooms 4

Total Bedrooms 2

Total Bathrooms 2.1

Location

View B;Res;

Site 13,750

Quality Q3

Age 36

**Subject Rear****Subject Street**

Additional Photos

Borrower	CLIENT: The Trust for Public Land					
Property Address	2942 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					

**West Side****East Side****Unit A****Unit B****Unit C****Unit D**

Additional Photos

Borrower	CLIENT: The Trust for Public Land					
Property Address	2942 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					



Unit E



UNIT E LOCK OUT ON LOWER LEVEL



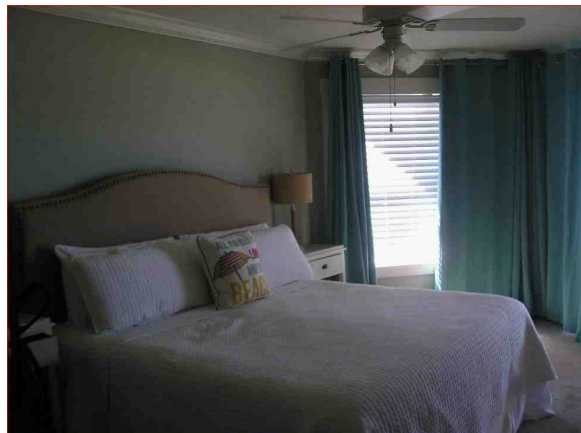
UNIT E BALCONY



GULF VIEW

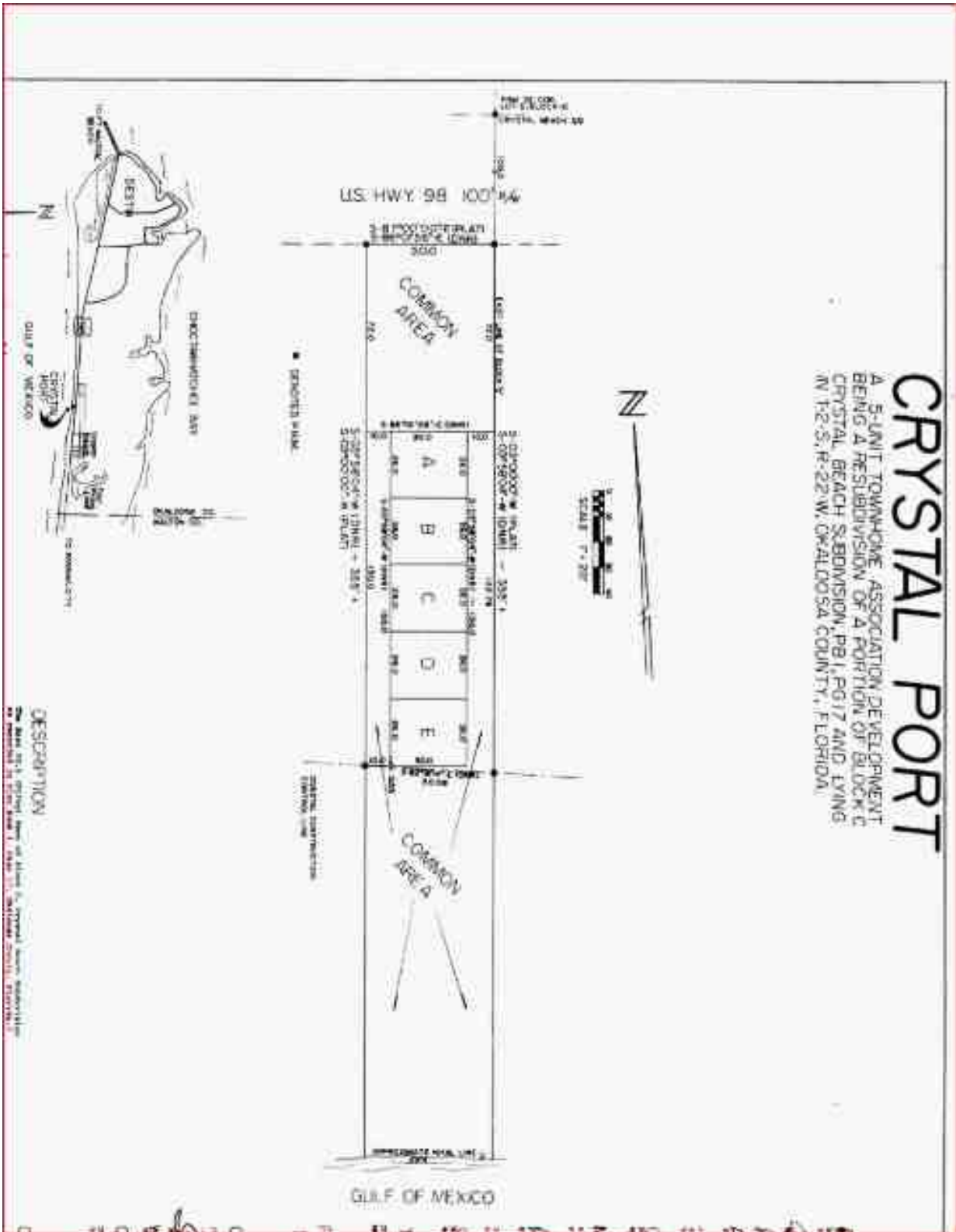


INTERIOR



INTERIOR

Plat Map



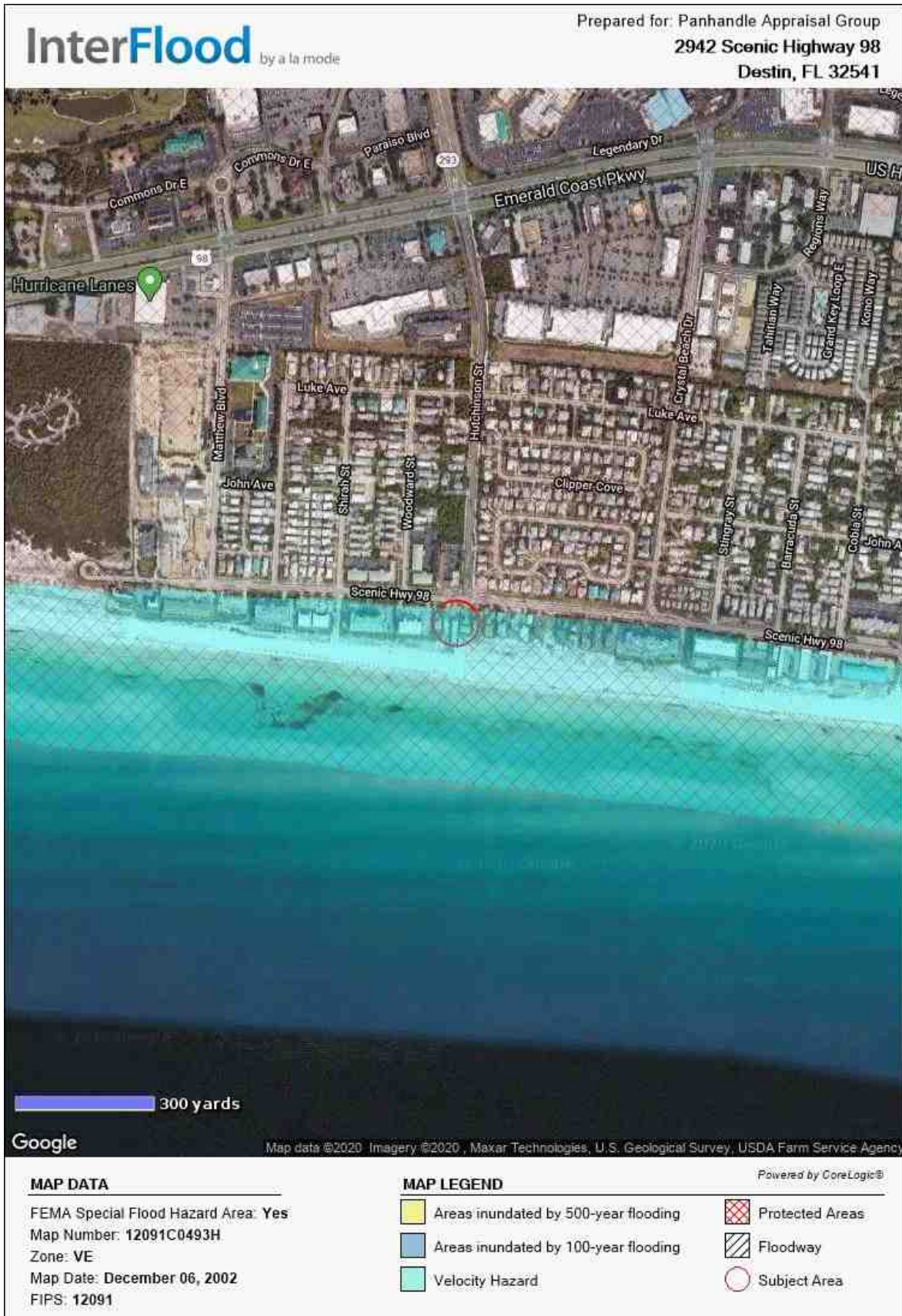
Aerial Photo

Borrower	CLIENT: The Trust for Public Land					
Property Address	2942 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					



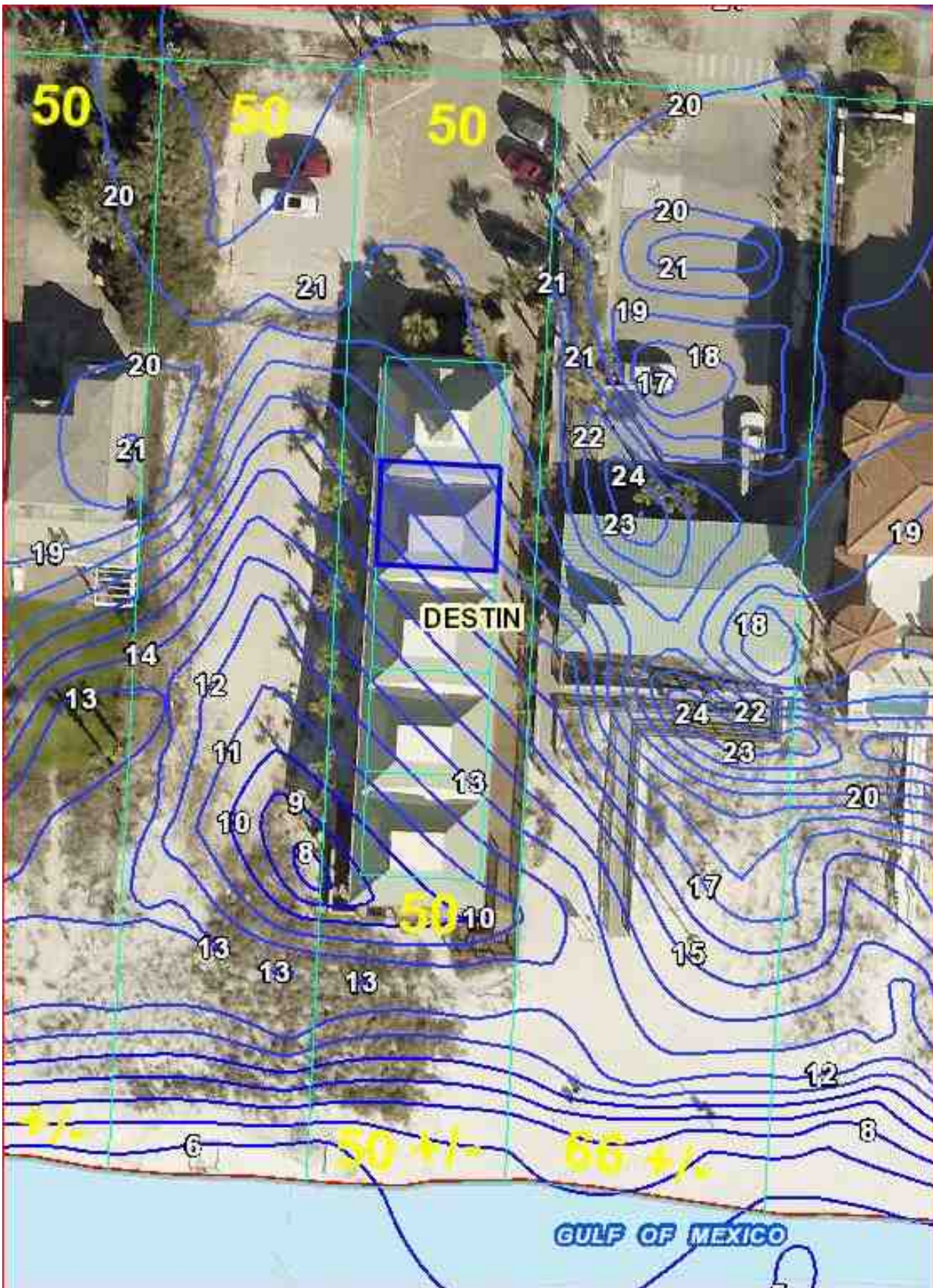
Flood Map

Borrower	CLIENT: The Trust for Public Land					
Property Address	2942 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					



Wetlands Map



Contour Map - Sloping Downward toward Gulf of Mexico

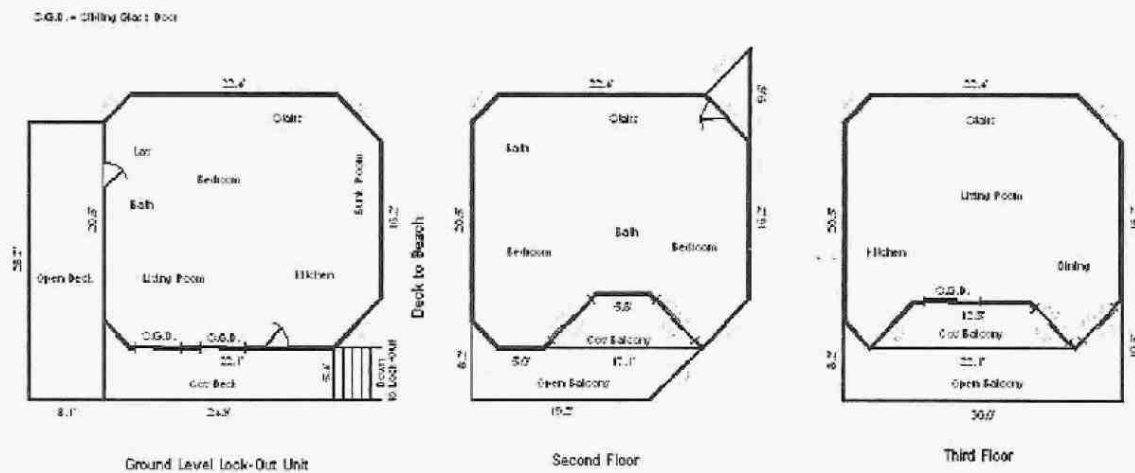
Zoning Map

Borrower	CLIENT: The Trust for Public Land					
Property Address	2942 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					



Sketch of Unit E

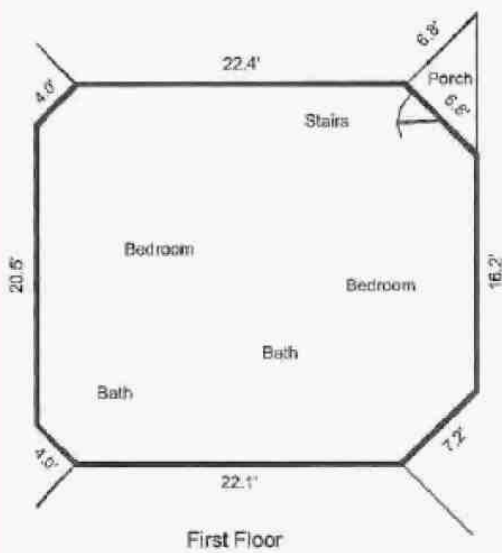
UNIT E FLOOR PLAN



Sketch

A-D UNIT FLOOR PLAN

S.G.D. - Sliding Glass Door



UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Abbreviations Used in Data Standardization Text

[illegible]

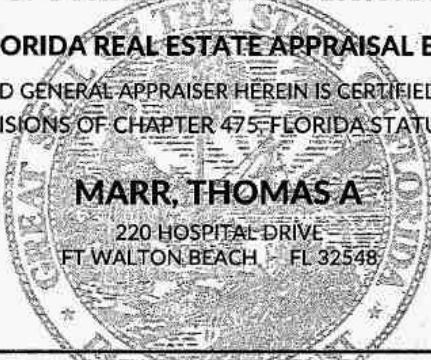
License

Borrower	CLIENT: The Trust for Public Land					
Property Address	2942 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	The Trust for Public Land					

	RICK SCOTT, GOVERNOR	JONATHAN ZACHEM, SECRETARY	
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



MARR, THOMAS A
220 HOSPITAL DRIVE
FT WALTON BEACH - FL 32548

LICENSE NUMBER: RZ2645

EXPIRATION DATE: NOVEMBER 30, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Borrower	CLIENT: The Trust for Public Land		File No.	200649B
Property Address	2942 Scenic Highway 98			
City	Destin	County	Okaloosa	State FL Zip Code 32541
Lender/Client	The Trust for Public Land			

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed services, as an appraiser, regarding the property (lot only) that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is:

3-6 Months

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

None.

APPRAISER:

Signature:

Name: Thomas A. Marr

State Certification #: Cert. Gen. RZ2645

or State License #:

State: FL Expiration Date of Certification or License: 11/30/2020

Date of Signature and Report: 07/04/2020

Effective Date of Appraisal: 06/13/2020

Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): 06/13/2020

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:

Name:

State Certification #:

or State License #:

State: Expiration Date of Certification or License:

Date of Signature:

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable):

File No. 200649B

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

File No. 200649B

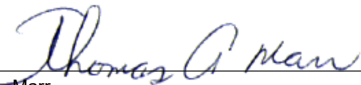
CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED:

2942 Scenic Highway 98, Destin, FL 32541

APPRAISER:

Signature: 
 Name: Thomas A. Marr
 Title: _____
 State Certification #: Cert. Gen. RZ2645
 or State License #: _____
 State: FL Expiration Date of Certification or License: 11/30/2020
 Date Signed: 07/04/2020

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date Signed: _____
☐ Did ☐ Did Not Inspect Property

FROM:

Panhandle Appraisal Group Inc
220 Hospital Dr NE
Fort Walton Beach, FL 32548-5068

Telephone Number: (850) 243-2512 Fax Number: (850) 226-8462

INVOICE**INVOICE NUMBER**

200649B

DATE

7/4/2020

REFERENCE

Internal Order #: 200649B
Lender Case #: 200649B
Client File #:
Main File # on form: 200649B
Other File # on form:
Federal Tax ID: 37-1568404
Employer ID:

TO:

The Trust for Public Land

Telephone Number: Fax Number:
Alternate Number: E-Mail:

Thomas A. Marr

DESCRIPTION

Lender: The Trust for Public Land Client: The Trust for Public Land
Purchaser/Borrower: CLIENT: The Trust for Public Land
Property Address: 2942 Scenic Highway 98
City: Destin
County: Okaloosa State: FL Zip: 32541
Legal Description: Lots A-E, Crystal Port

FEES**AMOUNT**

Base appraisal fee	1,250.00
SUBTOTAL	1,250.00

PAYMENTS**AMOUNT**

Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
SUBTOTAL			0

Please include invoice number of payment correspondence

TOTAL DUE \$ 1,250.00

HUMPHREY AND ASSOCIATES, INC.

REAL ESTATE VALUATION AND RESEARCH
Specializing in Undivided Partial Interests and Litigation Support
Fort Walton Beach and Jacksonville

APPRAISAL REPORT

House
2968 Scenic Gulf Drive
Destin, Florida 32541



H & A File №
190006

Valuation Date
February 19, 2019

Report Date
March 9, 2019

APPRAISAL REPORT

Assignment Information

Property Identification: Single-Family Dwelling 2968 Scenic Gulf Drive Destin, Florida 32459	Client: City of Destin	Report Prepared By: Walter H. Humphrey State Certified General Real Estate Appraiser RZ 1218
Owner of Record: Gemini Capital Acquisitions	Report Prepared For: Webb Warren City of Destin 4200 Indian Bayou Trail Destin, FL 32541	Aleksandra Muldowney State Certified General Real Estate Appraiser RZ 3535
Current Tax ID: 00-2S-22-0584-0000-0020		Humphrey and Associates, Inc. 20 rue de le Roi Street NE Fort Walton Beach, FL 32547 850 862-0766 H & A File №: 190006

Opinion of Value

Date of Report	Date of Inspection	Effective Date of Appraisal	Interest Appraised	Opinion of Fair Market Value
March 9, 2019	February 19, 2019	February 19, 2019	100% Fee Simple	\$4,040,000

Purpose of Appraisal

The purpose of this appraisal is to estimate the fair market value of the 100% ownership interest in the subject property as of February 19, 2019.

Intended Use of Appraisal Report

The understood intended use of this appraisal report is for reference in acquisition negotiations. This report is not intended or authorized for any other use.

Intended User of Appraisal Report

The intended user is the above client. Additional intended users include review appraisers and regulatory authorities. This report is not intended or authorized for any other user or audience.

Report Format

This is an Appraisal Report intended to comply with reporting requirements set forth under Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* (USPAP). It contains appropriate discussions of the data, reasoning, and analyses used in the appraisal process to develop the opinion of value. Some supporting documentation is retained in the work file. The depth of discussion is specific to the needs of the client and intended users. The appraiser is not responsible for unauthorized use of this report.

Scope of Work

The significant elements of scope of work included the following: Inspection of the subject property, comparable sales, and environs; review of public records and Internet data; collection, verification and analysis of market data, estimate of Highest and Best Use, and use of the Sales Comparison Approach as the basis of valuation. In the appraisers' opinion, this scope work is adequate to produce a credible value conclusion that serves the needs of the client.

Definition of Fair Market Value

Market Value "Value as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonably be applied."¹

Appraisers' Liability Limitations and Client Agreements

The acceptance of this report and its use by the client in any manner whatsoever, or for any purpose, is acknowledgment by the client that this report is a satisfactory professional product, and that the client has personally read the report, and specifically agrees that the data herein is accurate to the best of the appraisers' ability. As a part of the Appraiser-Client employment agreement, the client agrees to notify the appraiser of any error, omission, or invalid data herein within 15 days of receipt and return the report along with all copies to the appraiser for correction prior to any use whatsoever. Under no circumstances shall the company's or appraisers' liability exceed the fee actually collected for this report, and then only in case of a gross error which would have materially affected the appraisers' value opinion as of the date of valuation. Thus, by acceptance of this report, the client acknowledges that a value opinion is the product of a professionally trained mind, but nevertheless is an opinion only, not a provable fact. As a personal opinion, valuation may vary between appraisers based on the same facts. Thus, the appraiser warrants only that the value conclusions are his best opinion estimates as of the exact day of valuation.

History of Ownership

The subject was acquired on 08/04/2017 for \$100 per ORB/P: 3313/3159 - not an arm's length transaction - foreclosure sale. No other transactions have been discovered in public records.

Property Description			
Location	Crystal Beach market area of Destin, FL	Building Type	Single Family home with 2-car garages and apartment in good condition
Zoning	CBN - Crystal Beach Neighborhood	Building Size	5,767 SF - Main House GLA
Site Size/ Dimensions Parent Tract	0.44 ± acre Front - 67 feet East side - 285 feet South Side - 67 feet West Side - 285 feet	Const. Class/ Quality	Excellent quality of construction; Main house is 5,767 SF of heated and cooled finished GLA, has 5 bedrooms, 5 full baths; apartment has 2 bedrooms/ 1 bath: 864 SF.
Shape	Almost Rectangular	Subdivision	Shores of Crystal Beach, Plat Book 13, Page 82
Topography	Level - sandy	Effective Age	Built in 1996, effective age estimated 10 years
Flood Zone	Unshaded "VE," FEMA Map in Addenda	HOA Fees	None
Sub Soils	White sand	Driveway	Brick Pavers
Access	Clay/sand - no sidewalk	Neighbors	Single-family Gulf-front and Gulf View houses
View	Gulf	Other	No known subdivision restrictions
Condition	Good	Census Tract	0233.03
Utilities	All Connected	Taxes 2018	\$35,461

The subject house is used as a rental property. Per owner, it has been completely remodeled with following upgrades noted at the property: custom cabinetry, jetted tub, crown molding, recessed lighting, quartz counter tops, top-of the line appliances, french doors, surround sound. Exterior is stucco, roof is tile, interior flooring is wood. This immediate neighborhood area is a popular vacation area with houses in average to good condition of above average to excellent quality of construction. See subject photos in the Addenda.

Market Area Description

The subject's ideal market area is best identified as Crystal Beach area. This encompasses the areas South of Highway 98 between Henderson Park and Walton County line. The immediate area is largely vacation/second homes on the beach with a good amount of permanent residents. The market area economy is heavily influenced by tourism, its proximity to Eglin AFB, golf, fishing, and an assortment of other recreational activities. All roads have been paved. All utilities are present.

Highest and Best Use

Continued use as a residential improvement. This use is supported by market data and test analysis per the definition of Highest and Best Use.

Approaches to Value

Cost Approach: Not considered applicable.

This is an area strong in rental investment properties. However, rental data is not considered consistent enough to provide a credible opinion of value, the income approach was also not considered a credible indicator of value for the subject. Rentals typically help offset taxes and insurance, but do not make a good return on investment.

The Sales Comparison Approach was considered the primary method for valuation of the subject property.

A reasonable appraiser would not employ the cost or income approaches.

Sales Comparison Approach to Value

This approach involves direct comparison of similar properties that have sold in the marketplace to the subject property to derive a comparative value indication for the subject property. The appraiser searches the market for sales of comparable properties, compares the sales to the subject property and adjusts the sales for differences that would impact value. The adjusted value indications are used to form an opinion of value of the subject property.

Three sales have been selected for analysis. These, and other historical sales reflect common pricing and valuation based on dollars SF inclusive of land and site improvements. Basic elements of comparison have been considered in the sales comparison analysis. Summary descriptions of the improved sales used in direct comparison to the subject, adjustments applied to the sales for differences in comparison to the subject, and resulting value indications are presented in the Sales Summary and Adjustment Grid. Following this is a reconciliation of my opinion of value via the Sales Comparison Approach, along with any additional information that may have been of influence.

Please note that adjustments to sales are based on observation of market preferences and trends. Market data is insufficient to derive specific adjustments via statistical regression analyses, bracketing, or matched pairs.

IMPROVED SALES SUMMARY AND ADJUSTMENT GRID				
ELEMENT	SUBJECT	SALE 1	SALE 2	SALE 3
Identification	2968 Scenic Gulf Drive Destin	2978 Scenic Hwy 98 Destin	2972 Scenic Hwy 98 Destin	2982 Scenic Hwy 98 Destin
Parcel ID	NA	00-2S-22-0584-0000-0070	00-2S-22-0584-0000-0040	00-2S-22-0584-0000-0090
Official Records Book/Page	NA	3362/1105	3304/2001	3361/2009
Source	Observation, Internet	Internet/Public Records	Internet/Public Records	Internet/Public Records
Images not to scale				
Sales Price		\$3,745,000	\$3,150,000	\$3,200,000
Price/Unit		\$664.95	\$618.98	\$735.97
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple
<i>Adjustment</i>		---		
<i>Adjusted Sales Price</i>	---	\$3,745,000	\$3,150,000	\$3,200,000
Financing	Cash Equivalent	Cash	Conventional	Cash
<i>Adjustment</i>		---		
<i>Adjusted Sales Price</i>	---	\$3,745,000	\$3,150,000	\$3,200,000
Conditions of Sale	Arms-length	Arms-length	Arms-length	Arms-length
<i>Conditions of Sale</i>		---		
<i>Adjusted Sales Price</i>	---	\$3,745,000	\$3,150,000	\$3,200,000
Other adjustments to Sale		0		
Excess Land		0	0	0
Furniture, Fixtures, Equip't		0	0	0
Renovations upon sale		0	0	0
Demolition upon sale		0	0	0
Adjusted Sales Price		\$3,745,000	\$3,150,000	\$3,200,000

IMPROVED SALES SUMMARY AND ADJUSTMENT GRID- (Continued)								
ELEMENT	SUBJECT		SALE 1		SALE 2		SALE 3	
Market Conditions (Time)	02/19/2019		08/06/2018		06/08/2017		07/11/2018	
Per Annum Total			6.00%	3.24%	6.00%	10.21%	6.00%	3.67%
Adjusted Sales Price of Improvements			\$3,969,700		\$3,339,000		\$3,392,000	
Adjusted Sales Price Per Unit			\$704.85		\$656.12		\$780.13	
Identification Location	2968 Scenic Gulf Drive Destin		2978 Scenic Hwy 98 Destin		2972 Scenic Hwy 98 Destin		2982 Scenic Hwy 98 Destin	
Neighborhood Comparison	Crystal Beach		Crystal Beach		Crystal Beach		Crystal Beach	
Adjustment			---		---		---	
Physical Characteristics								
Improvement Size	5,767 SF		5,632 SF		5,089 SF		4,348 SF	
Adjustment			---		-5.00%		-10.00%	
Effective Age/Actual Age	24/ 10		15/ 10		19/ 10		22/ 12	
Adjustment			---		---		1.00%	
Condition	Good		Good		Good		Good	
Condition Adjustment			---		---		---	
Bedrooms/Bathrooms	5 Br/ 5.0 Ba		7 Br/ 6.1 Ba		7Br/ 6.1 Ba		5 Br/ 4.1Ba	
Adjustment			-7.50%		-7.50%		2.00%	
View	Gulf		Gulf		Gulf		Gulf	
Adjustment			---		---		---	
Elevator/ Apartment	None/ Apartment		Elevator/ None		Elevator/ Apartment		None/ Apartment	
Adjustment			---		-10.00%		---	
Pool/Fence	Pool/ Fence		Pool/ Fence		Pool/ Fence		Pool/ Fence	
Adjustment			---		---		---	
Parking	2-Car Det. Garage		Two 2-Car Det. Garages		2-Car Det. Garage		2-Car Det. Garage	
Adjustment			-3.50%		---		---	
Land Size/Value	0.44± AC/ \$2,800,000		0.48± AC/ \$2,850,000		0.45± AC/ \$2,825,000		0.51± AC/ \$2,900,000	
Adjustment			---		---		2.50%	
Gross Adjustment (%)			52.50%		32.50%		22.50%	
Net Adjustment (%)			-11.00%		-22.50%		-4.50%	
Net Adjustment (\$)			(\$77.53)		(\$147.63)		(\$35.11)	
Indicated Value/Unit			\$627.31		\$508.49		\$745.02	
Mean	\$626.94							
Standard Deviation	\$118.27							
Indicated Value	\$3,615,584		\$3,617,720		\$2,932,484		\$4,296,548	

Analysis of Sales and Reconciliation of Value via Sales Comparison Approach

The preceding three sales used in the Sales Summary and Adjustment Grid are considered the best comparable sales available for valuation purposes as of the effective date of appraisal.

Before adjustment for differences in comparison to the subject the sales indicated prices per square foot ranged from \$619 to \$736 per SF (rounded). After adjustment for differences in comparison to the subject, the sales indicated values ranged from \$508 to \$745 per SF (rounded).

The sales were selected with the most similar features.

The adjustments to the sales are intended to be self explanatory. Inferior features are adjusted up. Superior features are adjusted down.

Current active listings summary is in a table below:

List Number:	Sub-Type:	Active	Address:	Apx SqFt(Htd/Cooled):	BR	FB	HB:	Year Built:	List Price:	Sold Price:	Price Per Sqft	Sold Date	DOM	CDOM	Office
814411	Detached Single Family	Active	3430 Scenic Hwy 98	2,336	4	2	0	1988	2,650,000		\$1,134.42		45	45	EMRC
797954	Detached Single Family	Active	2970 Scenic Hwy 98	5,800	6	6	1	1995	3,650,000		\$629.31		303	303	EGR3
812584	Detached Single Family	Active	4744 Ocean Boulevard	3,850	5	4	1	2006	3,690,000		\$958.44		80	80	EDRE
783660	Detached Single Family	Active	3474 Scenic Hwy 98	4,398	5	6	1	1996	2,790,000		\$634.38		528	528	ERMS
805941	Detached Single Family	Active	2988 Scenic Hwy 98	5,640	6	6		1996	3,550,000		\$629.43		193	193	EB30

Sales 1 and 3 were given the most weight in the final analysis as the most recent sales, and there is some evidence of appreciation in the market.

Other sales in the area support the concluded price range.

Our value conclusion is \$700.00 per square foot.

5,767 square feet x \$700.00 = \$4,036,900 \$4,040,000 Rounded

The quality and quantity of available data is considered sufficient for estimating a reliable indication of value. Based on the preceding analysis of available market data, and the following general assumption, limiting conditions and certification, our opinion of value is:

Final Opinion of Value via Sales Comparison Approach				
Date of Report	Date of Inspection	Effective Date of Appraisal	Interest Appraised	Opinion of Fair Market Value
March 9, 2019	February 19, 2019	February 19, 2019	100% Fee Simple	\$4,040,000

GENERAL ASSUMPTIONS

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be marketable unless otherwise stated. The legal description used in this report is assumed to be correct.
2. The subject property is appraised free and clear of any or all liens, leases, or encumbrances unless otherwise stated. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report.
3. No survey of the property has been made by the appraisers and no responsibility is assumed in connection with such matters. Sketches, plot plans, or illustrative materials presented in this report are included only to assist the reader in visualizing the property.
4. Information and data furnished by others are usually assumed to be true, correct and reliable. When such information and data appears to be dubious and when it is critical to the appraisal, a reasonable effort has been made to verify all such information; however, no responsibility for its accuracy is assumed by the appraisers.
5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless the noncompliance is stated, defined and considered in the appraisal report.
8. It is assumed that the subject property is in compliance with all applicable zoning and land use regulations, unless a nonconformity has been stated, defined and considered in the appraisal report.
9. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within the report.

EXTRAORDINARY ASSUMPTIONS:

None.

GENERAL LIMITING CONDITIONS

1. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* (USPAP) for an Appraisal Report. As such, it includes appropriate data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Some supporting documentation concerning the data, reasoning, and analyses is retained in the work file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraisers are not responsible for unauthorized use of this report.
2. Appraisers are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraisers that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraisers' value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraisers' descriptions and resulting comments are the result of the routine observations made during the appraisal process.
3. The subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would otherwise restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
4. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers, and in any event, only with proper written qualification and only in its entirety.
5. Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraisers' or firm's client, through advertising, solicitation materials, public relations, news, sales, or other media without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, or any reference to affiliation with any professional appraisal organization. Further, the appraisers or firm assume no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, the client shall make the party aware of all the assumptions and limiting conditions of the assignment.
6. The appraisers affixing their signatures to this appraisal report will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made thereof.
7. No environmental impact studies were either requested or made in conjunction with this appraisal, and the appraisers hereby reserve the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation.
8. The appraisers have not been supplied with a report of the subsoil conditions indicating the exact capacity of the subsoil. We do not have the benefit of subsoil test results of the properties and detection of possible soil defects would be beyond our realm of expertise. However, there appear to be no hidden or apparent conditions of the subject sites or subsoil structures which would render them more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
9. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Assumptions, Extraordinary Assumptions, General Limiting Conditions, and Hypothetical Limiting Conditions.

HYPOTHETICAL LIMITING CONDITIONS:

None.

CERTIFICATION OF VALUE

I certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have not performed appraisal or related services regarding the subject property within the three year period immediately preceding acceptance of this assignment as an appraiser or in any other capacity.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. The engagement in this assignment was not contingent upon developing or reporting pre-determined results.
7. The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* (USPAP).
9. Walter H. Humphrey inspected the subject on February 19, 2019.
10. No one provided significant real property appraisal assistance to the persons signing this report.
11. The undersigned appraisers have the knowledge and experience to complete this assignment.
12. The fair market value of the 100 percent Fee Simple interest in the subject property as of the effective date of appraisal is:

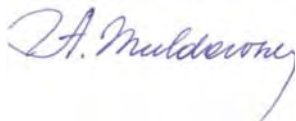
\$4,040,000

HUMPHREY AND ASSOCIATES, INC.

Walter H. Humphrey

Digitally signed by Walter H. Humphrey
DN: cn=Walter H. Humphrey, o=Humphrey and Associates, Inc, ou,
email=bluechip25@aol.com, c=US
Date: 2019.03.10 14:12:00 -05'00'

Walter H. Humphrey, MRICS
State-certified General Real Estate Appraiser № RZ 1218 (FL)



Aleksandra Muldowney
State Certified General Real Estate Appraiser RZ 3535

Subject Photographs
Official Records
FEMA Flood Report
Appraiser Qualifications

1. Florida State Road Dept. v. Stack, 231 So.2d 859 Fla., 1st DCA 1969

Okaloosa County

Property Appraiser

Sales In Area	Previous Parcel	Next Parcel	Field Definitions	Return to Main Search	Okaloosa Home
Owner and Parcel Information					
Owner Name	GEMINI CAPITAL ACQUISITIONS		Today's Date	March 10, 2019	
Mailing Address	C/O AKERMAN LLP 777 SOUTH FLAGLER DR STE 1100W		Parcel Number	00-2S-22-0584-0000-0020	
	WEST PALM BEACH, FL 33401		Tax District	DESTIN (District 10)	
Location Address	2968 SCENIC HWY 98 E DESTIN		2018 Millage Rates	12.8406	
Property Usage	SINGLE FAM (000100)		Acreage	0	
Section Township Range	00-2S-22		Homestead	N	
Business Name					

[Show Parcel Maps](#)

Value Information			Legal Information
	2017 Certified Values	2018 Certified Values	SHORES OF CRYSTAL BEACH LOT 2 The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.
Building Value	\$1,060,826	\$1,085,649	
Extra Feature Value	\$27,088	\$27,088	
Land Value	\$1,278,989	\$1,648,870	
Land Agricultural Value	\$0	\$0	
Agricultural (Market) Value	\$0	\$0	
Just (Market) Value*	\$2,366,903	\$2,761,607	
Assessed Value	\$2,366,903	\$2,761,607	
Exempt Value	\$0	\$0	
Taxable Value	\$2,366,903	\$2,761,607	
"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.			
Tax Information			

Building Information						
Type	Total Area	Heated Area	Exterior Wall	Roof Cover	Interior Wall	Flooring
SFR EXCEPT	9,283	6,370	WD FR STUC	CLAY TILE	DRYWALL	CARPET / HARDTILE
Heating Type	A/C Type	Baths	Bedrooms	Stories	Actual Year Built	Effective Year Built
AIR DUCTED	CENTRAL	5	5	3	1996	1996
Show Building Sketch						

Extra Features Data				
Description	Number of Items	Unit Length x Width x Height	Units	Effective Year Built
PAVERS	1	0 x 0 x 0	1 UT	1996
SCFENCE	1	0 x 0 x 0	1 UT	1996
SWIMPOOL	1	0 x 0 x 0	1 UT	1996
WALKWAY	1	0 x 0 x 0	1 UT	1996

Land Information				
LAND USE	NUMBER OF UNITS	UNIT TYPE	Frontage	Depth
SFR GULF	67	FF	0	0

Sale Information									
Multi-Parcel Sale	Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
No	08-04-2017	\$ 100	CERTIFICATE OF TITLE	3313	3159	Unqualified	Improved	CLERK OF COURT	GEMINI CAPITAL ACQUISITIONS III LLC
No	06-26-2006	\$ 100	Quit Claim Deed	2719	2513	Unqualified	Improved	COASTLINE 300 LLC	RUNNELS DAVAGE J JR & BONNIE L
No	06-26-2006	\$ 100	Quit Claim Deed	2719	2536	Unqualified	Improved	RUNNELS DAVAGE J JR & BONNIE L	COASTLINE 300 LLC
No	02-10-2003	\$ 2,235,000	Warranty Deed	2414	243	Qualified	Improved	KOURT PARTNERS LTD	COASTLINE 300 LLC

No	05-23-1997	\$ 1,577,500	Warranty Deed	2074	821	Qualified	Improved	SUNCOAST HOMES INC	KOURT PARTNERS LTD	
No	11-01-1994	\$ 290,000	Warranty Deed	1877	1813	Qualified	Vacant		SUNCOAST HOMES INC	
No	06-01-1993	\$ 740,000	Warranty Deed	1752	1335	Unqualified	Vacant			
Sales In Area		Previous Parcel		Next Parcel		Field Definitions		Return to Main Search		Okaloosa Home
The Okaloosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Senior Exemption Does Not Apply to All Taxing Authorities. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Working values are subject to change. Website Updated: January 22, 2019										

IN THE CIRCUIT COURT IN AND FOR OKALOOSA COUNTY

WILMINGTON TRUST NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO
CITIBANK NA AS TRUSTEE FOR BEAR STEARNS ALT-A TRUST MORTGAGE PASS
THROUGH CERTIFICATES SERIES 2006-5

Case No:2016 CA 003529 F

Plaintiff(s)

VS.

COASTLINE 300, LLC , et al.

Defendant(s).

CERTIFICATE OF TITLE

The undersigned Clerk of the Circuit Court certifies that a Certificate of Sale was executed and filed in this action on August 04, 2017, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections. The following property in Okaloosa County, Florida:

**LOT 2, THE SHORES OF CRYSTAL BEACH, ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 82 OF THE PUBLIC
RECORDS OF OKALOOSA COUNTY, FLORIDA.**

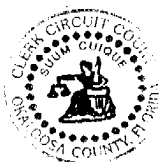
Property Address: 2968 Scenic Highway 98, Destin, FL 32541

Parcel No.: 00-2S-22-0584-0000-0020

was sold to: GEMINI CAPITAL ACQUISITIONS III, LLC, PURSUANT TO ASSIGNMENT OF BID
whose address is: C/O AKERMAN LLP 777 SOUTH FLAGLER DRIVE, STE 1100W, WEST PALM BEACH FL,
33401

WITNESS my hand and the seal of this court on August 16, 2017

Bid: \$100.00.



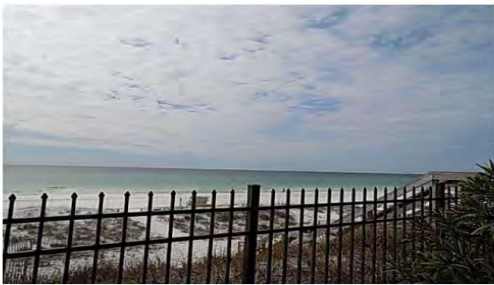
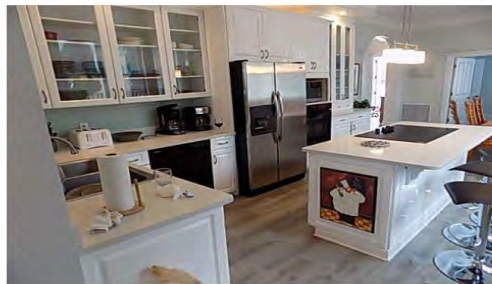
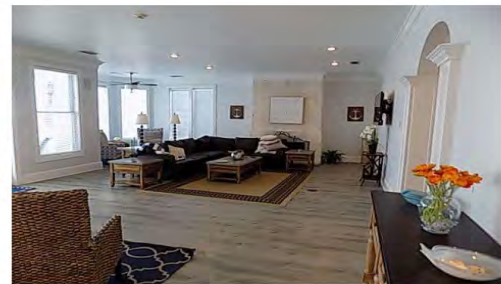
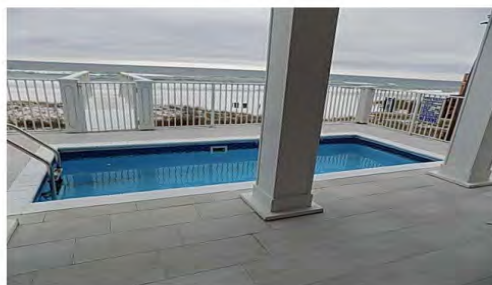
J D PEACOCK II
CLERK OF CIRCUIT COURT

By: Vivian Jackson
Deputy Clerk

PREPARED BY:
J D PEACOCK II
CLERK OF CIRCUIT COURT
101 E. JAMES LEE BLVD
CRESTVIEW, FL 32536

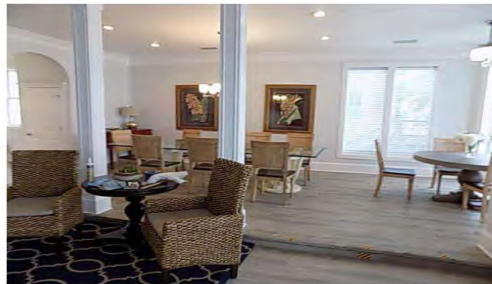
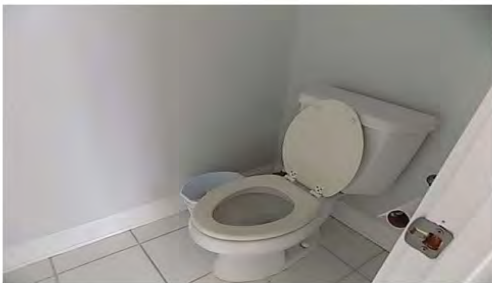
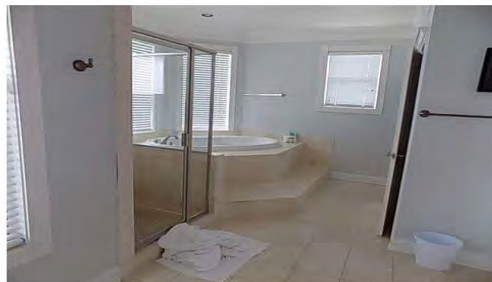
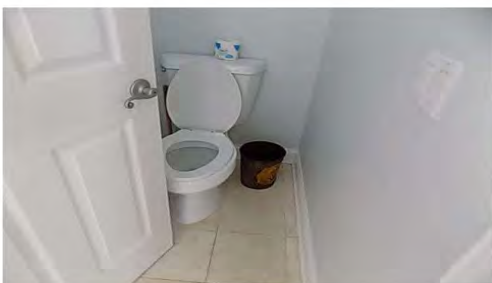
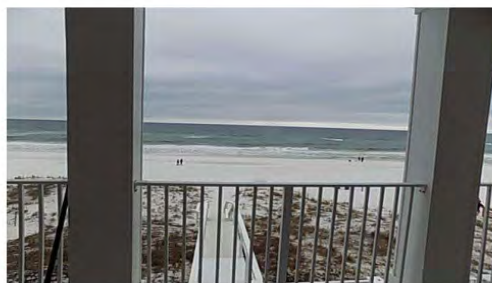
Subject Photos

Borrower	None				
Property Address	2968 Scenic Highway 98				
City	Destin	County	Okaloosa	State	FL
Lender/Client	City of Destin	Zip Code	32541		

**Front View****Side View****Guest House****Side View****Rear View****Shore Line View****Gulf View****Garage****Laundry****Dining Room****Kitchen****Living Room****Dining Area****Pool****Deck**

Subject Photos

Borrower	None				
Property Address	2968 Scenic Highway 98				
City	Destin	County	Okaloosa	State	FL
Lender/Client	City of Destin	Zip Code	32541		

**Pool****Living Room****Bedroom 1****Bath 1****Bedroom 2****Bath 2****Bath 2****Bedroom 3****Bath 3****Bedroom 4****Bath 4****Bath 4****Bath 4****View from the Second Floor****Balcony**

Interior Photos

Borrower	None					
Property Address	2968 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	City of Destin					



Family Room



Bath 5



Bath 5



Bedroom 5



Bar Area



Top Floor Deck



Guest House



Garage



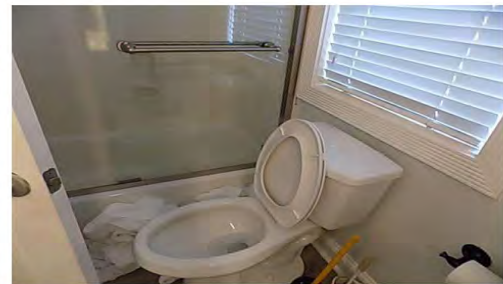
Apartment Living Room



Apartment Kitchen



Apartment Bath



Apartment Bath



Apartment Bedroom 1



Apartment Bedroom 2



A/C Units



Okaloosa County Appraiser

Parcel: 00-2S-22-0584-0000-0020 Acres: 0

Name:	GEMINI CAPITAL ACQUISITIONS	Land Value:	1,648,870
Site:	2968 SCENIC HWY 98 E DESTIN	Building Value:	1,085,649
Sale:	\$100 on 2017-08 Reason=I Qual=U	Misc Value:	27,088
Mail:	C/O AKERMAN LLP 777 SOUTH FLAGLER DR STE 1100W WEST PALM BEACH, FL 33401	Just Value:	2,761,607
		Assessed Value	2,761,607
		Exempt Value	0
		Taxable Value	2,761,607



Okaloosa County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

Date printed: 03/10/19 : 00:05:05

BEN ANDERSON

Okaloosa County Tax Collector

2018 Paid Real Estate

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

MAIL PAYMENTS TO: P.O. BOX 1390, NICEVILLE, FL 32588

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE	ALTERNATE KEY	PROPERTY ADDRESS
002S22058400000020		DEDF	1003403	2968 SCENIC HWY 98 E, DESTIN, 32541
GEMINI CAPITAL ACQUISITIONS C/O AKERMAN LLP 777 SOUTH FLAGLER DR STE 1100W WEST PALM BEACH, FL 33401				2968 SCENIC HWY 98 E SHORES OF CRYSTAL BEACH LOT 2

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
OKALOOSA COUNTY BD OF CO COMMS					
EMERGENCY MEDICAL SERVICES	0.0741	2,761,607	0	2,761,607	204.64
GENERAL	3.7214	2,761,607	0	2,761,607	10,277.04
COUNTY PUBLIC HEALTH UNIT	0.0353	2,761,607	0	2,761,607	97.48
SCHOOL LOCAL	2.2480	2,761,607	0	2,761,607	6,208.09
SCHOOL STATE	4.1130	2,761,607	0	2,761,607	11,358.49
NORTHWEST WATER DISTRICT	0.0338	2,761,607	0	2,761,607	93.34
CITY OF DESTIN	1.6150	2,761,607	0	2,761,607	4,460.00
DESTIN FIRE DISTRICT	1.0000	2,761,607	0	2,761,607	2,761.61

EXEMPTIONS APPLIED:

TOTAL MILLAGE

12.8406

AD VALOREM TAXES

\$35,460.69

WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT www.OkaloosaTax.com AND SIGN UP FOR E-BILLS!

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
PAY ONLINE WITH CREDIT/DEBIT CARD AT www.OkaloosaTax.com - BANK CARD USER FEE WILL APPLY		
NON- AD VALOREM ASSESSMENTS		\$0.00

PAYING ONLINE VIA
E-CHECK IS FREE

Visit www.OkaloosaTax.com



PAY YOUR BILL

COMBINED TAXES AND ASSESSMENTS

\$35,460.69

"PAY ONLINE, NOT IN LINE"

If Postmarked By Nov 30, 2018
Please Pay \$0.00

RETAIN THIS PORTION FOR YOUR RECORDS
WALK-IN CUSTOMERS PLEASE BRING FOR RECEIPT
AFTER MARCH 31ST, TAXES MUST BE PAID WITH CASH, CASHIER'S CHECK OR MONEY ORDER.

BEN ANDERSON

Okaloosa County Tax Collector

2018 Paid Real Estate

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

MAIL PAYMENTS TO: P.O. BOX 1390, NICEVILLE, FL 32588

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE	ALTERNATE KEY	PROPERTY ADDRESS
002S22058400000020		DEDF	1003403	2968 SCENIC HWY 98 E, DESTIN, 32541

PRIOR TO MARCH 31ST TAXES CAN BE PAID USING CASH, CHECK, CREDIT/DEBIT CARDS OR E-CHECK

If Postmarked By Nov 30, 2018
Please Pay \$0.00

GEMINI CAPITAL ACQUISITIONS
C/O AKERMAN LLP
777 SOUTH FLAGLER DR STE 1100W
WEST PALM BEACH, FL 33401

2968 SCENIC HWY 98 E

SHORES OF CRYSTAL BEACH
LOT 2

Paid

GEMINI CAPITAL ACQUISITIONS C/O A 11/14/2018

Receipt #

262-18000110

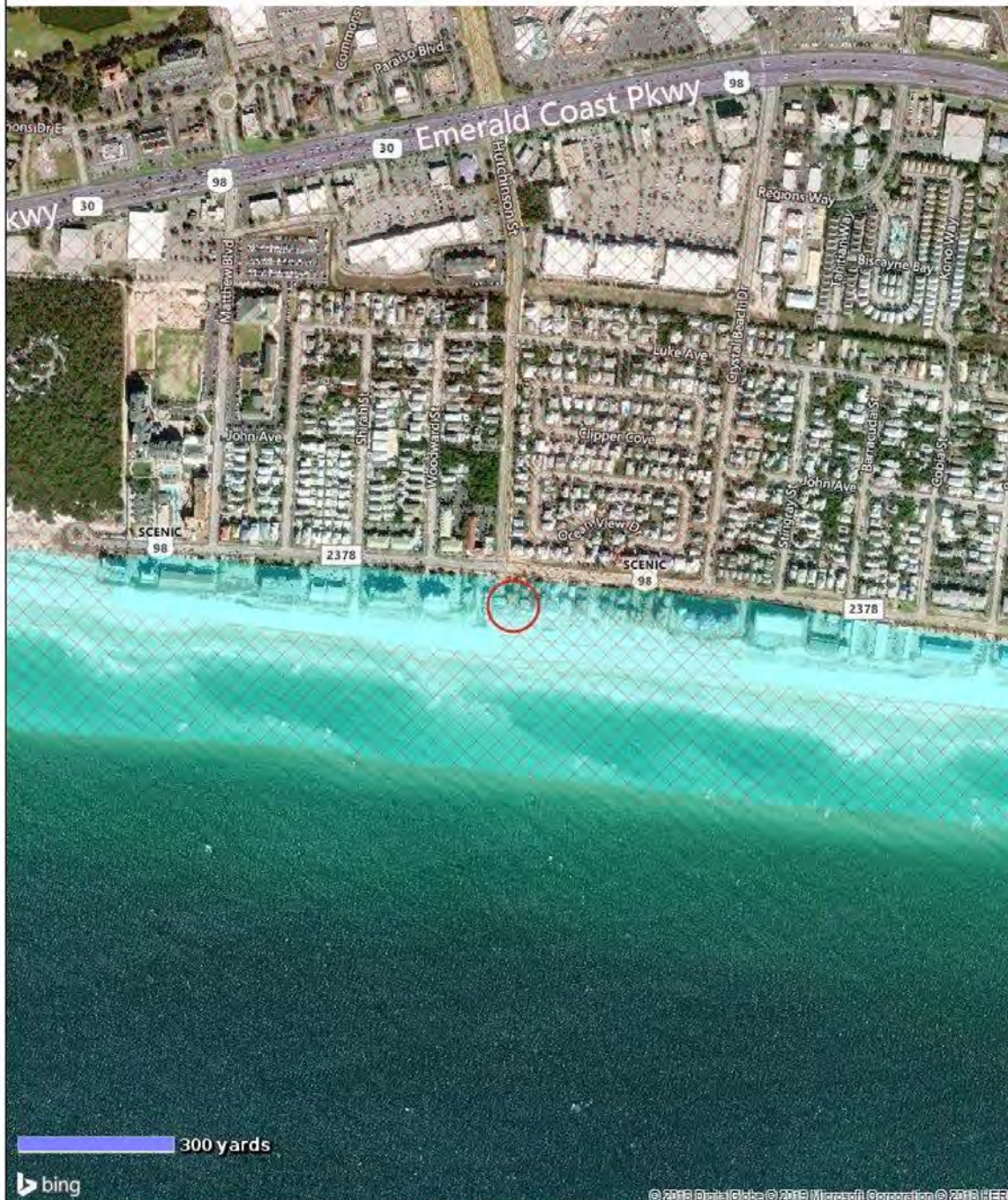
Check

\$34,042.26

Flood Map

Borrower	None					
Property Address	2968 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	City of Destin					

InterFlood by a la mode

 2968 Scenic Highway 98
 Destin, FL 32541
**MAP DATA**

FEMA Special Flood Hazard Area: **Yes**
 Map Number: **12091C0493H**
 Zone: **VE**
 Map Date: **December 06, 2002**
 FIPS: **12091**

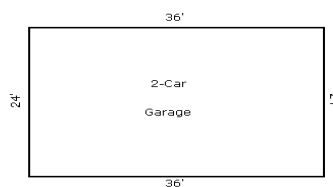
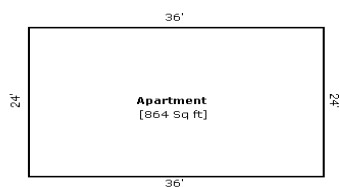
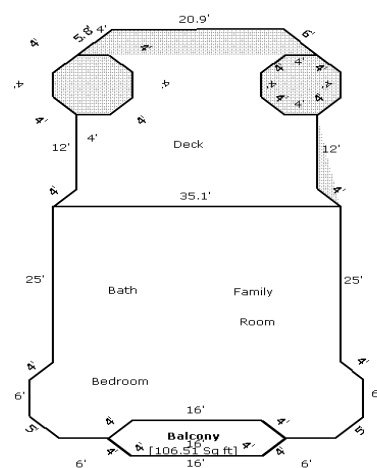
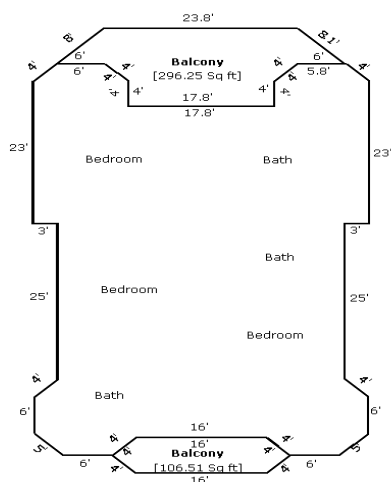
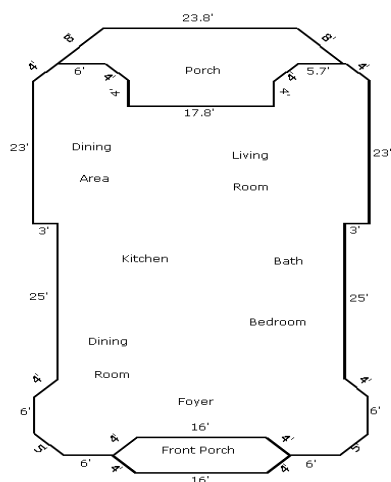
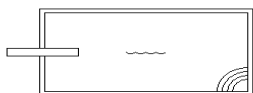
MAP LEGEND

Areas inundated by 500-year flooding	Protected Areas
Areas inundated by 100-year flooding	Floodway
Velocity Hazard	Subject Area

Powered by CoreLogic®

Building Sketch (Page - 1)

Borrower	None				
Property Address	2968 Scenic Highway 98				
City	Destin	County	Okaloosa	State	FL
Lender/Client	City of Destin	Zip Code	32541		

First Floor

TOTAL Sketch by a la mode, inc.

Building Sketch (Page - 2)

Borrower	None					
Property Address	2968 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	City of Destin					

Living Area		Calculation Details	
First Floor	2230.1 Sq ft	$0.5 \times 2.8 \times 2.8 = 4$ $0.5 \times 2.8 \times 2.8 = 4$ $6 \times 2.8 = 17$ $0.5 \times 2.8 \times 2.8 = 4$ $0.5 \times 2.8 \times 2.8 = 4$ $6 \times 2.8 = 17$ $11.7 \times 4 = 46.6$ $11.7 \times 4 = 46.6$ $41.1 \times 19 = 780.4$ $35.1 \times 25 = 876.8$ $0.5 \times 2.8 \times 2.8 = 4$ $0.5 \times 2.8 \times 2.8 = 4$ $35.1 \times 2.8 = 99.2$ $40.7 \times 6 = 244.4$ $0.5 \times 0.7 \times 0.7 = 0.2$ $0.5 \times 0.7 \times 0.7 = 0.2$ $39.3 \times 0.7 = 27.8$ $0.5 \times 2.8 \times 2.8 = 4$ $0.5 \times 2.8 \times 2.8 = 4$ $6 \times 2.8 = 17$ $0.5 \times 2.8 \times 2.8 = 4$ $0.5 \times 2.8 \times 2.8 = 4$ $6 \times 2.8 = 17$	
Second Floor	2230.1 Sq ft	$0.5 \times 2.8 \times 2.8 = 4$ $0.5 \times 2.8 \times 2.8 = 4$ $6 \times 2.8 = 17$ $0.5 \times 2.8 \times 2.8 = 4$ $0.5 \times 2.8 \times 2.8 = 4$ $6 \times 2.8 = 17$ $11.7 \times 4 = 46.6$ $11.7 \times 4 = 46.6$ $41.1 \times 19 = 780.4$ $35.1 \times 25 = 876.8$ $0.5 \times 2.8 \times 2.8 = 4$ $0.5 \times 2.8 \times 2.8 = 4$ $35.1 \times 2.8 = 99.2$ $40.7 \times 6 = 244.4$ $0.5 \times 0.7 \times 0.7 = 0.2$ $0.5 \times 0.7 \times 0.7 = 0.2$ $39.3 \times 0.7 = 27.8$ $0.5 \times 2.8 \times 2.8 = 4$ $0.5 \times 2.8 \times 2.8 = 4$ $6 \times 2.8 = 17$ $0.5 \times 2.8 \times 2.8 = 4$ $0.5 \times 2.8 \times 2.8 = 4$ $6 \times 2.8 = 17$	
Third Floor	1306.6 Sq ft	$0.5 \times 2.8 \times 2.8 = 4$ $0.5 \times 2.8 \times 2.8 = 4$ $6 \times 2.8 = 17$ $0.5 \times 2.8 \times 2.8 = 4$ $0.5 \times 2.8 \times 2.8 = 4$ $6 \times 2.8 = 17$ $0.5 \times 0.7 \times 0.7 = 0.2$ $0.5 \times 0.7 \times 0.7 = 0.2$ $39.3 \times 0.7 = 27.8$ $40.7 \times 6 = 244.4$ $0.5 \times 2.8 \times 2.8 = 4$ $0.5 \times 2.8 \times 2.8 = 4$ $35.1 \times 2.8 = 99.2$ $35.1 \times 25 = 876.8$	
Total Living Area (Rounded):	5767 Sq ft		
Non-living Area			
Open Porch	295.6 Sq ft	$0.5 \times 5.7 \times 5.7 = 16$ $0.5 \times 5.7 \times 5.7 = 16$ $23.8 \times 5.7 = 134.4$ $0.5 \times 2.8 \times 2.8 = 4$ $6.8 \times 17.8 = 121.3$ $0.5 \times 2.8 \times 2.8 = 4$	
Balcony	106.5 Sq ft	$4 \times 4 = 16$ $0.5 \times 4 \times 4 = 8$ $4 \times 4 = 16$ $0.5 \times 4 \times 4 = 8$ $0.7 \times 7.3 = 5$ $0.5 \times 7.3 \times 7.3 = 26.7$ $0.5 \times 7.3 \times 7.3 = 26.7$	
2 Car Detached	864 Sq ft	$24 \times 36 = 864$	

Building Sketch (Page - 3)

Borrower	None					
Property Address	2968 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	City of Destin					

Non-living Area						
Apartment	864 Sq ft		24 × 36	=	864	
Open Porch	106.5 Sq ft		4 × 4	=	16	
			0.5 × 4 × 4	=	8	
			4 × 4	=	16	
			0.5 × 4 × 4	=	8	
			7.3 × 0.7	=	5	
			0.5 × 7.3 × 7.3	=	26.7	
			0.5 × 7.3 × 7.3	=	26.7	
Balcony	106.5 Sq ft		4 × 4	=	16	
			0.5 × 4 × 4	=	8	
			7.3 × 0.7	=	5	
			0.5 × 7.3 × 7.3	=	26.7	
			0.5 × 7.3 × 7.3	=	26.7	
			4 × 4	=	16	
			0.5 × 4 × 4	=	8	
Balcony	296.3 Sq ft		0.5 × 5.7 × 5.7	=	16	
			0.5 × 5.7 × 5.8	=	16.4	
			23.8 × 5.7	=	134.6	
			0.5 × 2.8 × 2.8	=	4	
			6.8 × 17.8	=	121.3	
			0.5 × 2.8 × 2.8	=	4	

QUALIFICATIONS OF THE APPRAISER/CONSULTANT
WALTER H. HUMPHREY

State-Certified General Real Estate Appraiser RZ1218 and Real Estate Broker № 254762

EDUCATION (* denotes specialized courses attended with end of course examinations passed)

B. A. in Political Science	Park College	Parkville, MO	1960
Missouri Real Estate License Course	Johnson's School of Real Estate	Parkville, MO	*1969
Mortgage Equity Analysis Seminar	Society of Real Estate Appraisers	Kansas City, MO	1971
License Courses, Fort Walton Beach FL	Bob Jenkins Real Estate School	Sales - 1981/ Broker -	1987
URAR Seminar	AACA	Orlando, FL	1987
Appraisal of Vacant Land: Urban Fringe Analysis	AACA	Orlando, FL	1989
Farm Appraisal Seminar	AACA	Orlando, FL	1989
Relocation Appraisal Seminar	Employee Relocation Council	San Antonio, TX	1989
Residential Valuation (8-2)	AIREA	Orlando, FL	*1989
Capitalization Theory & Technique Part A (1B-A)	Appraisal Institute	Athens, GA	*1991
Capitalization Theory & Technique Part B (1B-B)	Appraisal Institute	Athens, GA	*1991
Standards of Professional Practice Part A (SPPA)	Appraisal Institute	Birmingham, AL	*1991
Standards of Professional Practice Part B (SPPB)	Appraisal Institute	Birmingham, AL	*1991
Case Studies in Real Estate Valuation (2-1)	Appraisal Institute	Tallahassee, FL	*1991
Report Writing & Valuation Analysis (2-2)	Appraisal Institute	Tallahassee, FL	*1991
Litigation Valuation Seminar	Appraisal Institute	Sandestin, FL	1991
Appraisal Law/Uniform Standards	R. E. Education Specialists	Fort Walton Bch, FL	1992
Advanced Rural Case Studies (E-3)	Appraisal Institute and ASFMRA	Denver, CO	*1993
Rates, Ratios, and Reasonableness Seminar	Appraisal Institute	Panama City, FL	1993
Accrued Depreciation Seminar	Appraisal Institute	Sandestin, FL	1994
Florida Dept. of Transportation Appraisal Seminar	Appraisal Institute	Sandestin, FL	1994
USPAP Update Core Law Seminar	Andrew McGarry & Associates	Seascape, FL	1994
Understanding Ltd. App. & App. Rep. Options - Gen'l	Appraisal Institute	Birmingham, AL	1994
Appraisal Review - Residential	Appraisal Institute	Seascape, FL	1994
Challenged/Passed - Appraisal Principles (110)	Appraisal Institute	Pensacola, FL	1994
Challenged/Passed - Appraisal Procedures (120)	Appraisal Institute	Pensacola, FL	1994
Appraisal of Retail Properties Seminar	Appraisal Institute	Sandestin, FL	1995
FEMA/Hurricane Evaluation Seminar	Appraisal Institute	Panama City Beach, FL	1995
USPAP Update Core Law Seminar	Appraisal Institute	Sandestin, FL	1996
Highest and Best Use Applications	Appraisal Institute	Gulfport, MS	1996
Environmental Risk and the R. E. Appraisal Process	Appraisal Institute	Panama City Beach, FL	1996
Fractional Interest Seminar	ASFMRA	Lafayette, IN	1997
Eminent Domain	ASFMRA	Colorado Springs, CO	*1997
Standards of Professional Practice - Part C	Appraisal Institute	Pensacola Beach, FL	*1998
Litigation Valuation Overview	Appraisal Institute	San Antonio, TX	1998
USPAP Update Core Law Seminar	Appraisal Institute	Panama City Beach, FL	1998
Regression Analysis in Appraisal Practice	Appraisal Institute	Nashville, TN	1999
Appraisal of Nonconforming Uses - General	Appraisal Institute	Orlando, FL	1999
Case Studies in Commercial Highest and Best Use	Appraisal Institute	Orlando, FL	1999
Business Enterprise Valuation	Appraisal Institute	Orlando, FL	1999
Internet Search Strategies	Appraisal Institute	Biloxi, MS	1999
The Good, The Bad, The Board	Appraisal Institute	Panama City Beach, FL	1999
Partial Interest Valuation - Divided	Appraisal Institute	Tallahassee, FL	2000
Partial Interest Valuation - Undivided	Appraisal Institute	Tallahassee, FL	2000
Recent Developments in Federal Tax Valuation	Valuation 2000	Las Vegas, NV	2000
The "Roadmap System" Cap. Theory and Techniques	Valuation 2000	Las Vegas, NV	2000

The Deal (Business Valuation Negotiations)	Valuation 2000	Las Vegas, NV	2000
Business Valuation Case Law Update	Valuation 2000	Las Vegas, NV	2000
Florida State Law and USPAP Review	Joe R. Price	Tallahassee, FL	2000
State of the Profession	Appraisal Institute	Sandestin, FL	2001
Conservation Easements	ASFMRA and Appraisal Institute	Tallahassee, FL	2001
Standards of Professional Practice, Part C	Appraisal Institute	Pensacola, FL	*2002
Appraisers and the Gramm-Leach-Bliley Act	Appraisal Institute	Tallahassee, FL	2002
Florida State Law and USPAP Review	Joe R. Price	Tallahassee, FL	2002
Mark to Market	Appraisal Institute	Tallahassee, FL	2003
Appraisal Consulting	Appraisal Institute	Tallahassee, FL	2003
Effective Appraisal Writing	Appraisal Institute	Pensacola, FL	2003
Florida State Law for Real Estate Appraisers	Appraisal Institute - Region X	Tallahassee, FL	2003
National USPAP Course - 7 hour Update	Appraisal Institute	Tallahassee, FL	2003
Do the Due Diligence	National PLAM Conference	Amelia Island, FL	2003
Negotiations	National PLAM Conference	Amelia Island, FL	2003
Preserving Fam. Lands: Tax Planning - Landowner	National PLAM Conference	Amelia Island, FL	2003
Timberland Appraisal Methods	Appraisal Institute, NW FL	Tallahassee, FL	2004
Fragmentation of the North Florida Landscape	National PLAM Conference	Sandestin, FL	2004
Role of Conservation Easement Acquisition Programs	National PLAM Conference	Sandestin, FL	2004
Timberland and Changing Market Trends	National PLAM Conference	Sandestin, FL	2004
Innovations in Surveying and Mapping	National PLAM Conference	Sandestin, FL	2004
Appraisal Review Seminar	Appraisal Institute, Mississippi	Biloxi, MS	2005
Valuing Family Limited Partnerships	Partnership Profiles	Dallas, TX	2005
Rates & Ratios: Making Sense of Gims, OARs, & DCFs	Appraisal Institute, NW FL	Tallahassee, FL	2005
Feasibility Analysis, Market Value & Investment Timing	Appraisal Institute, NW FL	Tallahassee, FL	2005
7 Hour USPAP Update	State of Mississippi	Biloxi, MS	2006
Subdivision Valuation	Appraisal Institute, NW FL	Tallahassee, FL	2006
Appraising From Blueprints and Specifications	Appraisal Institute, NW FL	Destin, FL	2006
Florida Law Update	Appraisal Institute, NW FL	Destin, FL	2006
Introduction to Income Capitalization	Appraisal Institute, NW FL	Tallahassee, FL	2006
What Clients Would Like Their Appraiser To Know	Appraisal Institute, NW FL	Tallahassee, FL	2006
Appraising Agricultural Lands in Transition	ASFMRA	Montgomery, AL	2007
Highest and Best Use Applications	Appraisal Institute, NW FL	Destin, FL	2007
Real Estate Investment and Development	Appraisal Institute, NW FL	Destin, FL	2007
Analytics With The Site To Do Business	Appraisal Institute, NW FL	Tallahassee, FL	2007
Forecasting Revenue	Appraisal Institute, NW FL	Tallahassee, FL	2007
Valuation of Conservation Easements	Appraisal Institute, et al	Tallahassee, FL	*2008
Supervisor Trainee Roles and Rules	Appraisal Institute, NW FL	Destin, FL	2008
Florida Law Update	Appraisal Institute, NW FL	Destin, FL	2008
Hypothetical Conditions & Assumptions	Appraisal Institute, NW FL	Destin, FL	2008
7-Hour National USPAP Update Course	Appraisal Institute, NW FL	Destin, FL	2008
Condemnation Appraising: Principles and Applications	Appraisal Institute, NW FL	Destin, FL	*2009
Tax Savings and Conservation Opportunities - Ag Lands	Conservation Trust for Florida	Milton, FL	2009
Analyzing the Effects of Environmental Contamination	Appraisal Institute	Pensacola	2010
National USPAP Course - 7 hour Update	Appraisal Institute	Destin, FL	2010
Supervisor Trainee Roles and Rules	Appraisal Institute, NW FL	Destin, FL	2010
Florida Law Update	Appraisal Institute, NW FL	Destin, FL	2010
Appraisal Curriculum Overview (2-Day General)	Appraisal Institute, NW FL	Tallahassee, FL	2010
Florida Law Update	Appraisal Institute, Region X	Fort Walton Beach, FL	2012
National USPAP Course - 7 hour Update	Appraisal Institute, Region X	Fort Walton Beach, FL	2012
Nuts and Bolts of Green Building For Appraisers	McKissock	Online	2012
The Dirty Dozen	McKissock	Online	2012

	Private Appraisal Assignments	McKissock	Online	2012
	Even Odder - More Oddball Appraisals	McKissock	Online	2012
	Compliance with the Red Book	RICS	Web	2013
	National USPAP Course - 7 hour Update	Appraisal Institute	Fort Walton Beach, FL	2014
	A Brief Stroll Through America’s Architecture	Calypso Continuing Education	On Line	2014
	FHA Site Inspection	Calypso Continuing Education	On Line	2014
	Environmental Hazards Impact on Value	Calypso Continuing Education	On Line	2014
	Florida R. E. Appraisal Law & Rules	Bert Rodgers	On Line	2014
	Florida R. E. Appraisal Law & Rules	Bert Rodgers	On Line	2016
	USPAP Course - 7 hour Update	Bert Rodgers	On Line	2016
	Property and Valuation Analysis for FHA	Bert Rodgers	On Line	2016
	Better Be Safe Than Sorry	Bert Rodgers	On Line	2016
	Methodology and Application of Sales Comparison	Bert Rodgers	On Line	2016
	Florida R. E. Appraisal Law & Rules	Bert Rodgers	On Line	2018
	USPAP Course - 7 hour Update	Bert Rodgers	On Line	2018
	Property and Valuation Analysis for FHA	Bert Rodgers	On Line	2018
	Better Be Safe Than Sorry	Bert Rodgers	On Line	2018
	Methodology and Application of Sales Comparison	Bert Rodgers	On Line	2018
LICENSES	Florida:	State-Certified General Real Estate Appraiser RZ 1218 and Real Estate Broker № 254762		
EXPERIENCE	1969-1977	Broker, Appraiser, and Instructor, Johnson and Associates,	Parkville, Missouri	
	1982-1990	Salesman, Broker and Appraiser, Howton Realtors,	Fort Walton Beach, Florida	
	1990-1998	Appraiser, Appraisal House, Inc.,	Fort Walton Beach, Florida	
	1998-	Appraiser, Humphrey and Smith, L.C., and Humphrey and Associates. Inc.	Fort Walton Beach, Florida	
WRITINGS	Co-authored “Unsyndicated Partial Interest Discounting,” <i>The Appraisal Journal</i> , July 1997, published by The Appraisal Institute. The article reviews the USPAP pertaining to partial interest valuations and presents market data analyses. It offers a formula with explanation of the variables for identifying and analyzing the factors affecting discounts or premiums of unsyndicated partial interests.			
	Authored “Unsyndicated Partial Interest Appraisals: Before and After the Analyses”, a paper presented at the National Summer Conference of the Appraisal Institute in San Antonio, Texas in June 1998.			
	Authored “Unsyndicated Partial Interest Appraisals”, an edited version of the above paper published in the Third Quarter 1998 issue of the Appraisal Institute’s <i>Valuation Insights & Perspectives</i> .			
	Authored “Tenancy in Common: A Real Estate Appraiser’s Viewpoint,” January-February 2001 issue of <i>Valuation Strategies</i> by RIA in New York. The article offers information and insights for attorneys and accountants.			
	Co-authored “Peace Treaties for Tenants in Common” with Attorney Raymond F. Newman, Jr., July/August 2001 issue of <i>Valuation Strategies</i> by RIA in New York. The article offers insights for drafting agreements for tenancies in common and focuses on minimizing the factors resulting in market discounts.			
	Authored “Ten Questions For Starting On The Right Foot,” January-February 2004 issue of <i>Valuation Strategies</i> by RIA in New York. The article presents ten critical issues to be resolved by attorneys and accountants prior to ordering a real estate appraisal.			
	Authored “Nonconforming Uses,” July August 2005 issue of <i>Valuation Strategies</i> by RIA in New York. The article presents problems associated with nonconforming uses, particularly involving damages and repair.			

CLIENTS - Non-Confidential

City of Crestview
 City of DeFuniak Springs
 City of Fort Walton Beach
 FDIC
 Freddie Mac
 Florida DEP
 Florida DOT
 Okaloosa County, FL
 Okaloosa Gas District
 South Walton Mosquito Control District
 THITF/Murphy Act Lands
 U. S. Air Force
 U. S. Army Corps of Engineers
 U. S. Bureau of Land Management
 Town of Cinco Bayou
 Town of Shalimar
 Walton County, FL
 Various Utilities and Fire Districts

LITIGATION SUPPORT

- ▶ Appraisal Defects
- ▶ Casualty Losses
- ▶ Chemical Oversprays
- ▶ Construction Defects
- ▶ Encroachments
- ▶ Eminent Domain
- ▶ Fire Damage
- ▶ Flood Damage
- ▶ Land Use Irregularities
- ▶ Landlocked Resolutions
- ▶ Limited Partnership Discounts
- ▶ Non-conforming Uses
- ▶ Survey Defects
- ▶ Tenant in Common Discounts
- ▶ Termite Damage
- ▶ Title Defects
- ▶ Water Intrusion
- ▶ Wind Damage

OTHER ▶ Qualified as Expert Witness in Bay, Escambia, Okaloosa, Santa Rosa, Walton Counties, Florida, and Platte County, Missouri Circuit Courts, and the Federal District Court in Pensacola. Participated in court ordered mediation.

- ▶ Certificate of Completion - Valuation of Conservation Easements Certificate Program
- ▶ Special Expertise: Valuation/Discounting of Undivided Partial Interests via Sales Comparison
- ▶ Valuation 2000 Seminar Presenter: "Partial Interests: Theory and Case Law."
- ▶ Consultant to the U.S. General Accounting Office, GAO-03-404, "*Opportunity to Enhance the Oversight of Real Estate Appraisal Industry*," May 2003
- ▶ Former Member, Issues Resource Panel, Appraisal Standards Board of The Appraisal Foundation, Washington, D.C.

CONTACT:

Walter H. Humphrey
 Humphrey and Associates, Inc.
 20 rue de le Roi Street NE
 Fort Walton Beach, Florida 32547

Land Line 850 862-0766
 Cellular 850 585-9976
 Email bluechip25@aol.com or whhump@gmail.com

QUALIFICATIONS OF THE STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER ALEKSANDRA MULDOWNNEY, SFR, LMC

EDUCATION (* denotes specialized courses attended with examinations passed)

Bachelor of Science Degree in Economics Major: Finances and Credit	University of Latvia, Riga /*2000
Basics of German	International Language School, Berlin /*1998-1999
Basics of Residential Real Estate Appraisal AB-I Course	Ed Klopfer Real Estate School, Fort Walton Beach, FL /*2005
Appraising from Blueprints and Specifications	Appraisal Institute, Destin, FL/ 2006
USPAP Update Course	Appraisal Institute, Destin, FL/ 2006
Florida Law Update	Appraisal Institute, Destin, FL/ 2006
Introduction to Income Capitalization	Appraisal Institute, Tallahassee, FL/ 2006
What Clients Would Like Their Appraisers to Know	Appraisal Institute, Tallahassee, FL/ 2006
Highest and Best Use Applications	Appraisal Institute, Destin, FL/ 2007
Real Estate Investments and Development	Appraisal Institute, Destin, FL/ 2007
Forecasting Revenue	Appraisal Institute, Tallahassee, FL/ 2007
Real Estate Sales Associate Pre-license Course	Brian Kiefer Florida Real Estate Academy/ *2008
Supervisor Trainee Roles and Rules	Appraisal Institute, Destin, FL/ 2008
Florida Law Update	Appraisal Institute, Destin, FL/ 2008
Hypothetical Conditions & Assumptions	Appraisal Institute, Destin, FL/ 2008
7-Hour National USPAP Update Course	Appraisal Institute, Destin, FL/ 2008
Litigation Skills for the Appraisers	Appraisal Institute, Destin, FL/ 2008
Residential Sales Comparison and Income	Ed Klopfer Real Estate School, Fort Walton Beach, FL /*2008
General Appraiser Income Approach Part I	Appraisal Institute, Ocoee, FL/ *2009
General Appraiser Income Approach Part II	Appraisal Institute, Ocoee, FL/ *2009
Condemnation Appraising: Principles and Application	Appraisal Institute, Destin, FL/ *2009
General Appraiser Site Valuation and Cost Approach	Appraisal Institute, Orlando, FL/ *2009
Short Sale and Foreclosure Resource	National Association of Realtors, Fort Walton Beach, FL/ *2009
Loss Mitigation Certification Class	National Association of Realtors, Fort Walton Beach, FL/ 2009
Oil Spills and Property Values	Appraisal Institute/ Webinar/ 2010
Real Estate Statistics and Valuation Modeling	Appraisal Institute, Atlanta, GA/ * 2010
7-Hour National USPAP Update Course	Appraisal Institute, Destin, FL/ 2010
Florida Law Update	Appraisal Institute, Destin, FL/ 2010
Florida Supervisory Roles and Rules for Registered Trainees	Appraisal Institute, Destin, FL/ 2010
General Appraiser Sales Comparison Approach	Appraisal Institute, Chicago, IL/ *2010
General Appraisal Market Analysis and Highest and Best Use	Appraisal Institute, Atlanta, GA/ *2011
Advanced Income Approach	Appraisal Institute, Atlanta, GA/ *2011
General Appraiser Report Writing and Case Studies	Appraisal Institute, Chicago, IL/ *2012
7-Hour National USPAP Update Course	McKissock, Online/*2012
Florida Law Update	McKissock, Online/*2012

LICENCES

State-certified General Real Estate Appraiser	RZ 3535 /FL, G 01094/ AL
Real Estate Sales Associate	SL 3207691 /FL

WORK HISTORY

Marquis Appraisals
Humphrey and Associates, Inc.
First Judicial Circuit of Florida

Law Offices of Public Defender

Exit Realty Advantage

Appraiser Trainee, Gulf Breeze /2005-2006
Appraiser Trainee, Fort Walton Beach / 4-2006
Court Interpreter for Escambia, Santa Rosa, Okaloosa and
Walton Counties/ 8-2006
Court Interpreter for Escambia, Santa Rosa, Okaloosa and
Walton Counties/ 8-2007
Sales Associate, Crestview/ 7-2009 - 12/2010

LANGUAGES

Russian
Latvian

English
German

TYPES OF APPRAISALS PERFORMED

Residential Properties
Medical Offices
Restaurants
Retail and Office Buildings
Apartments
Industrial Warehouses

Mineral Rights
Aircraft Hangars and Airport Land
Vacant Land
Diminution in Value
Undivided Partial Interest
Marinas

HUMPHREY AND ASSOCIATES, INC.

REAL ESTATE VALUATION AND RESEARCH
Specializing in Undivided Partial Interests and Litigation Support
Fort Walton Beach and Jacksonville

APPRAISAL REPORT

House
2970 Scenic Gulf Drive
Destin, Florida 32541



H & A File №
190007

Valuation Date
February 9, 2019

Report Date
March 4, 2019

APPRAISAL REPORT

Assignment Information

Property Identification: Single-Family Dwelling 2970 Scenic Gulf Drive Destin, Florida 32459	Client: City of Destin	Report Prepared By: Walter H. Humphrey State Certified General Real Estate Appraiser RZ 1218
Owner of Record: KMB Rocky Hill, LLC	Report Prepared For: Webb Warren City of Destin 4200 Indian Bayou Trail Destin, FL 32541	Aleksandra Muldowney State Certified General Real Estate Appraiser RZ 3535
Current Tax ID: 00-2S-22-0584-0000-0030		Humphrey and Associates, Inc. 20 rue de le Roi Street NE Fort Walton Beach, FL 32547 850 862-0766 H & A File №: 190007

Opinion of Value

Date of Report	Date of Inspection	Effective Date of Appraisal	Interest Appraised	Opinion of Fair Market Value
March 4, 2019	February 9, 2019	February 9, 2019	100% Fee Simple	\$3,605,000

Purpose of Appraisal

The purpose of this appraisal is to estimate the fair market value of the 100% ownership interest in the subject property as of February 9, 2019.

Intended Use of Appraisal Report

The understood intended use of this appraisal report is for reference in acquisition negotiations. This report is not intended or authorized for any other use.

Intended User of Appraisal Report

The intended user is the above client. Additional intended users include review appraisers and regulatory authorities. This report is not intended or authorized for any other user or audience.

Report Format

This is an Appraisal Report intended to comply with reporting requirements set forth under Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* (USPAP). It contains appropriate discussions of the data, reasoning, and analyses used in the appraisal process to develop the opinion of value. Some supporting documentation is retained in the work file. The depth of discussion is specific to the needs of the client and intended users. The appraiser is not responsible for unauthorized use of this report.

Scope of Work

The significant elements of scope of work included the following: Inspection of the subject property, comparable sales, and environs; review of public records and Internet data; collection, verification and analysis of market data, estimate of Highest and Best Use, and use of the Sales Comparison Approach as the basis of valuation. In the appraisers' opinion, this scope work is adequate to produce a credible value conclusion that serves the needs of the client.

Definition of Fair Market Value

Market Value "Value as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonably be applied."¹

Appraisers' Liability Limitations and Client Agreements

The acceptance of this report and its use by the client in any manner whatsoever, or for any purpose, is acknowledgment by the client that this report is a satisfactory professional product, and that the client has personally read the report, and specifically agrees that the data herein is accurate to the best of the appraisers' ability. As a part of the Appraiser-Client employment agreement, the client agrees to notify the appraiser of any error, omission, or invalid data herein within 15 days of receipt and return the report along with all copies to the appraiser for correction prior to any use whatsoever. Under no circumstances shall the company's or appraisers' liability exceed the fee actually collected for this report, and then only in case of a gross error which would have materially affected the appraisers' value opinion as of the date of valuation. Thus, by acceptance of this report, the client acknowledges that a value opinion is the product of a professionally trained mind, but nevertheless is an opinion only, not a provable fact. As a personal opinion, valuation may vary between appraisers based on the same facts. Thus, the appraiser warrants only that the value conclusions are his best opinion estimates as of the exact day of valuation.

History of Ownership

The subject was acquired on 08/29/2014 for \$2,100,000 per ORB/P: 3163/1929 - arm's length transaction. Quit Claim Deed has been recorded on 05/09/2018 for the amount of \$100 per ORB/P: 3349/3426 - not considered to be arm's length transaction. No offers, listings, transactions, or marketing involving the subject property title were found in public records, or research known to the appraisers. Currently subject property has an active listing MLS № 797954 for \$3,650,000 for the 303 days with asking price started at \$3,850,000. Current asking price is aslightly above the market value as supported by the analysis presented below.

Property Description			
Location	Crystal Beach market area of Destin, FL	Building Type	Single Family home with two 2-car garages and 2 apartments in good condition
Zoning	CBN - Crystal Beach Neighborhood	Building Size	4,072 SF - Main House GLA
Site Size/ Dimensions Parent Tract	0.44 ± acre Front - 67 feet East side - 285 feet South Side - 67 feet West Side - 282 feet	Const. Class/ Quality	Excellent quality of construction; Main house is 4,072 SF of heated and cooled finished GLA, has 4 bedrooms, 4 full baths; 1 Half-Bath; each apartment has 1 bedroom/ 1 bath: 635 SF and 706 SF.
Shape	Almost Rectangular	Subdivision	Shores of Crystal Beach, Plat Book 13, Page 82
Topography	Level - sandy	Effective Age	Built in 1995, effective age estimated 12 years
Flood Zone	Unshaded "VE," FEMA Map in Addenda	HOA Fees	None
Sub Soils	White sand	Driveway	Brick Pavers
Access	Clay/sand - no sidewalk	Neighbors	Single-family Gulf-front and Gulf View houses
View	Gulf	Other	No known subdivision restrictions
Condition	Good	Census Tract	0233.03
Utilities	All Connected	Taxes 2017	\$27,630

The subject house is used as a rental property. Per owner, it has been completely remodeled with following upgrades noted at the property: cypress ceiling finish, custom cabinetry, terrazzo counter tops, security system, pocket doors, jetted tub, elevator, plantation shutters, crown molding, recessed lighting. Exterior is stucco, roof is tile, interior flooring is wood. This immediate neighborhood area is a popular vacation area with houses in average to good condition of above average to excellent quality of construction. See subject photos in the Addenda.

Market Area Description

The subject's ideal market area is best identified as Crystal Beach area. This encompasses the areas South of Highway 98 between Henderson Park and Walton County line. The immediate area is largely vacation/second homes on the beach with a good amount os permanent residents. The market area economy is heavily influenced by tourism, its proximity to Eglin AFB, golf, fishing, and an assortment of other recreational activities. All roads have been paved. All utlities are present.

Highest and Best Use

Continued use as a residential improvement. This use is supported by market data and test analysis per the definition of Highest and Best Use.

Approaches to Value

Cost Approach: Not considered applicable.

This is an area strong in rental investment properties. However, rental data is not considered consistent enough to provide a creadible opinion of value, the income approach was also not considered a credible indicator of value for the subject. Rentals typically help offset taxes and insurance, but do not make a good return on investment.

The Sales Comparison Approach was considered the primary method for valuation of the subject property.

A reasonable appraiser would not employ the cost or income approaches.

Sales Comparison Approach to Value

This approach involves direct comparison of similar properties that have sold in the marketplace to the subject property to derive a comparative value indication for the subject property. The appraiser searches the market for sales of comparable properties, compares the sales to the subject property and adjusts the sales for differences that would impact value. The adjusted value indications are used to form an opinion of value of the subject property.

Three sales have been selected for analysis. These, and other historical sales reflect common pricing and valuation based on dollars SF inclusive of land and site improvements. Basic elements of comparison have been considered in the sales comparison analysis. Summary descriptions of the improved sales used in direct comparison to the subject, adjustments applied to the sales for differences in comparison to the subject, and resulting value indications are presented in the Sales Summary and Adjustment Grid. Following this is a reconciliation of my opinion of value via the Sales Comparison Approach, along with any additional information that may have been of influence.

Please note that adjustments to sales are based on observation of market preferences and trends. Market data is insufficient to derive specific adjustments via statistical regression analyses, bracketing, or matched pairs.

IMPROVED SALES SUMMARY AND ADJUSTMENT GRID				
ELEMENT	SUBJECT	SALE 1	SALE 2	SALE 3
Identification	2970 Scenic Gulf Drive Destin	2978 Scenic Hwy 98 Destin	2972 Scenic Hwy 98 Destin	2982 Scenic Hwy 98 Destin
Parcel ID	NA	00-2S-22-0584-0000-0070	00-2S-22-0584-0000-0040	00-2S-22-0584-0000-0090
Official Records Book/Page	NA	3362/1105	3304/2001	3361/2009
Source	Observation, Internet	Internet/Public Records	Internet/Public Records	Internet/Public Records
Images not to scale				
Sales Price		\$3,745,000	\$3,150,000	\$3,200,000
Price/Unit		\$664.95	\$618.98	\$735.97
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple
<i>Adjustment</i>		---		
<i>Adjusted Sales Price</i>	---	\$3,745,000	\$3,150,000	\$3,200,000
Financing	Cash Equivalent	Cash	Conventional	Cash
<i>Adjustment</i>		---		
<i>Adjusted Sales Price</i>	---	\$3,745,000	\$3,150,000	\$3,200,000
Conditions of Sale	Arms-length	Arms-length	Arms-length	Arms-length
<i>Conditions of Sale</i>		---		
<i>Adjusted Sales Price</i>	---	\$3,745,000	\$3,150,000	\$3,200,000
Other adjustments to Sale		0		
Excess Land		0	0	0
Furniture, Fixtures, Equip't		0	0	0
Renovations upon sale		0	0	0
Demolition upon sale		0	0	0
Adjusted Sales Price		\$3,745,000	\$3,150,000	\$3,200,000

IMPROVED SALES SUMMARY AND ADJUSTMENT GRID- (Continued)								
ELEMENT	SUBJECT		SALE 1		SALE 2		SALE 3	
Market Conditions (Time)	02/09/2019		08/06/2018		06/08/2017		07/11/2018	
Per Annum	Total		6.00%	3.07%	6.00%	10.04%	6.00%	3.50%
Adjusted Sales Price of Improvements			\$3,969,700		\$3,339,000		\$3,392,000	
Adjusted Sales Price Per Unit			\$704.85		\$656.12		\$780.13	
Identification Location	2970 Scenic Gulf Drive Destin		2978 Scenic Hwy 98 Destin		2972 Scenic Hwy 98 Destin		2982 Scenic Hwy 98 Destin	
Neighborhood Comparison	Crystal Beach		Crystal Beach		Crystal Beach		Crystal Beach	
Adjustment			---		---		---	
Physical Characteristics								
Improvement Size	4,072 SF		5,632 SF		5,089 SF		4,348 SF	
Adjustment			10.00%		7.50%		---	
Effective Age/Actual Age	24/ 12		15/ 10		19/ 10		22/ 12	
Adjustment			-1.00%		-1.00%		---	
Condition	Good		Good		Good		Good	
Condition Adjustment			---		---		---	
Bedrooms/Bathrooms	4 Br/ 4.1 Ba		7 Br/ 6.1 Ba		7Br/ 6.1 Ba		5 Br/ 4.1Ba	
Adjustment			-10.00%		-10.00%		-2.00%	
View	Gulf		Gulf		Gulf		Gulf	
Adjustment			---		---		---	
Elevator/ Apartment	Elevator/ 2 Apartments		Elevator/ None		Elevator/ Apartment		None/ Apartment	
Adjustment			10.00%		5.00%		10.00%	
Pool/Fence	Pool/ Fence		Pool/ Fence		Pool/ Fence		Pool/ Fence	
Adjustment			---		---		---	
Parking	Two 2-Car Det. Garages		Two 2-Car Det. Garages		2-Car Det. Garage		2-Car Det. Garage	
Adjustment			---		3.50%		3.50%	
Land Size/Value	0.44± AC/ \$2,800,000		0.48± AC/ \$2,850,000		0.45± AC/ \$2,825,000		0.51± AC/ \$2,900,000	
Adjustment			---		---		2.50%	
Gross Adjustment (%)			52.50%		32.50%		22.50%	
Net Adjustment (%)			9.00%		5.00%		14.00%	
Net Adjustment (\$)			\$63.44		\$32.81		\$109.22	
Indicated Value/Unit			\$768.28		\$688.93		\$889.35	
Mean	\$782.19							
Standard Deviation	\$100.93							
Indicated Value	\$3,185,061		\$3,128,451		\$2,805,311		\$3,621,420	

Analysis of Sales and Reconciliation of Value via Sales Comparison Approach

The preceding three sales used in the Sales Summary and Adjustment Grid are considered the best comparable sales available for valuation purposes as of the effective date of appraisal.

Before adjustment for differences in comparison to the subject the sales indicated prices per square foot ranged from \$619 to \$736 per SF (rounded). After adjustment for differences in comparison to the subject, the sales indicated values ranged from \$689 to \$889 per SF (rounded).

The sales were selected with the most similar features.

The adjustments to the sales are intended to be self explanatory. Inferior features are adjusted up. Superior features are adjusted down.

Current active listings summary is in a table below:

List Number:	Sub-Type:	Active	Address:	Apx SqFt(Htd/Cooled):	BR	FB	HB	Year Built:	List Price:	Sold Price:	Price Per Sqft	Sold Date	DOM	CDOM	Office
814411	Detached Single Family	Active	3430 Scenic Hwy 98	2,336	4	2	0	1988	2,650,000		\$1,134.42		45	45	EMRC
797954	Detached Single Family	Active	2970 Scenic Hwy 98	5,800	6	6	1	1995	3,650,000		\$629.31		303	303	EGR3
812584	Detached Single Family	Active	4744 Ocean Boulevard	3,850	5	4	1	2006	3,690,000		\$958.44		80	80	EDRE
783660	Detached Single Family	Active	3474 Scenic Hwy 98	4,398	5	6	1	1996	2,790,000		\$634.38		528	528	ERMS
805941	Detached Single Family	Active	2988 Scenic Hwy 98	5,640	6	6		1996	3,550,000		\$629.43		193	193	EB30

Sales 1 and 3 were given the most weight in the final analysis as it is the most recent sale, and there is some evidence of appreciation in the market.

Other sales in the area support the concluded price range.

Our value conclusion is \$885.00 per square foot.

4,072 square feet x \$885.00 = \$3,603,720 \$3,605,000 Rounded

The quality and quantity of available data is considered sufficient for estimating a reliable indication of value. Based on the preceding analysis of available market data, and the following general assumption, limiting conditions and certification, our opinion of value is:

Final Opinion of Value via Sales Comparison Approach				
Date of Report	Date of Inspection	Effective Date of Appraisal	Interest Appraised	Opinion of Fair Market Value
March 4, 2019	February 9, 2019	February 9, 2019	100% Fee Simple	\$3,605,000

GENERAL ASSUMPTIONS

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be marketable unless otherwise stated. The legal description used in this report is assumed to be correct.
2. The subject property is appraised free and clear of any or all liens, leases, or encumbrances unless otherwise stated. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report.
3. No survey of the property has been made by the appraisers and no responsibility is assumed in connection with such matters. Sketches, plot plans, or illustrative materials presented in this report are included only to assist the reader in visualizing the property.
4. Information and data furnished by others are usually assumed to be true, correct and reliable. When such information and data appears to be dubious and when it is critical to the appraisal, a reasonable effort has been made to verify all such information; however, no responsibility for its accuracy is assumed by the appraisers.
5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless the noncompliance is stated, defined and considered in the appraisal report.
8. It is assumed that the subject property is in compliance with all applicable zoning and land use regulations, unless a nonconformity has been stated, defined and considered in the appraisal report.
9. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within the report.

EXTRAORDINARY ASSUMPTIONS:

None.

GENERAL LIMITING CONDITIONS

1. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* (USPAP) for an Appraisal Report. As such, it includes appropriate data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Some supporting documentation concerning the data, reasoning, and analyses is retained in the work file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraisers are not responsible for unauthorized use of this report.
2. Appraisers are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraisers that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraisers' value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraisers' descriptions and resulting comments are the result of the routine observations made during the appraisal process.
3. The subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would otherwise restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
4. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers, and in any event, only with proper written qualification and only in its entirety.
5. Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraisers' or firm's client, through advertising, solicitation materials, public relations, news, sales, or other media without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, or any reference to affiliation with any professional appraisal organization. Further, the appraisers or firm assume no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, the client shall make the party aware of all the assumptions and limiting conditions of the assignment.
6. The appraisers affixing their signatures to this appraisal report will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made thereof.
7. No environmental impact studies were either requested or made in conjunction with this appraisal, and the appraisers hereby reserve the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation.
8. The appraisers have not been supplied with a report of the subsoil conditions indicating the exact capacity of the subsoil. We do not have the benefit of subsoil test results of the properties and detection of possible soil defects would be beyond our realm of expertise. However, there appear to be no hidden or apparent conditions of the subject sites or subsoil structures which would render them more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
9. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Assumptions, Extraordinary Assumptions, General Limiting Conditions, and Hypothetical Limiting Conditions.

HYPOTHETICAL LIMITING CONDITIONS:

None.

CERTIFICATION OF VALUE

I certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have not performed appraisal or related services regarding the subject property within the three year period immediately preceding acceptance of this assignment as an appraiser or in any other capacity.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. The engagement in this assignment was not contingent upon developing or reporting pre-determined results.
7. The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice (USPAP)*.
9. Walter H. Humphrey inspected the subject on February 9, 2019.
10. No one provided significant real property appraisal assistance to the persons signing this report.
11. The undersigned appraisers have the knowledge and experience to complete this assignment.
12. The fair market value of the 100 percent Fee Simple interest in the subject property as of the effective date of appraisal is:

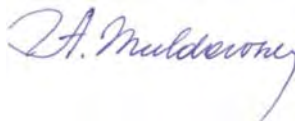
\$3,605,000

HUMPHREY AND ASSOCIATES, INC.

Walter H. Humphrey

Digitally signed by Walter H. Humphrey
DN: cn=Walter H. Humphrey, o=Humphrey and Associates, Inc, ou,
email=bluechip25@aol.com, c=US
Date: 2019.03.10 14:10:19 -05'00'

Walter H. Humphrey, MRICS
State-certified General Real Estate Appraiser № RZ 1218 (FL)



Aleksandra Muldowney
State Certified General Real Estate Appraiser RZ 3535

Subject Photographs
Official Records
FEMA Flood Report
Appraiser Qualifications

1. Florida State Road Dept. v. Stack, 231 So.2d 859 Fla., 1st DCA 1969

Subject Photos

Borrower	Sean Arbuckle				
Property Address	2970 Scenic Highway 98				
City	Destin	County	Okaloosa	State	FL
Lender/Client	City of Destin	Zip Code	32541		



Front View



Side View



Rear View



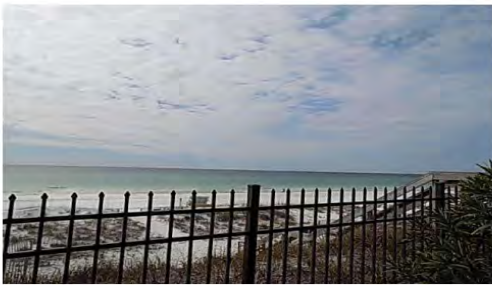
Side View



Side View



Rear View



Gulf View



Garage



Garage/Apartment 1



Garage/Apartment 2



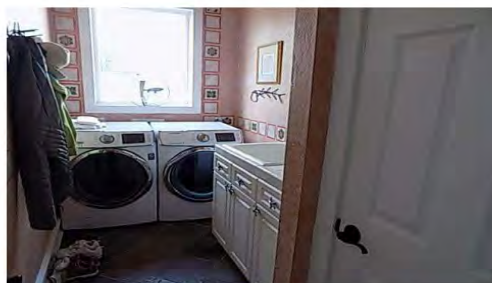
Kitchen View 1



Dining Area



Bath 2



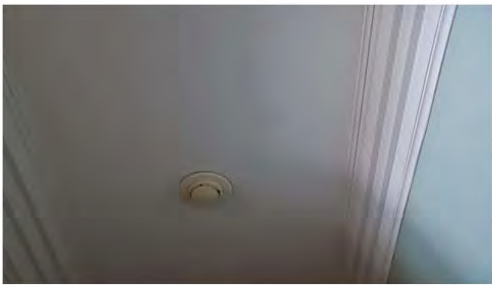
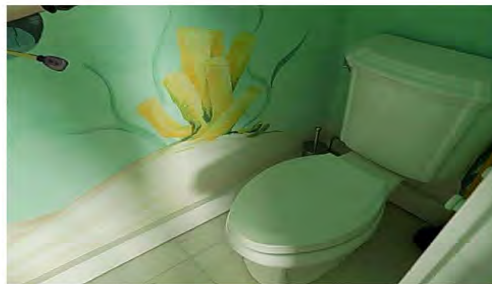
Bath 2



Half Bath

Subject Photos

Borrower	Sean Arbuckle				
Property Address	2970 Scenic Highway 98				
City	Destin	County	Okaloosa	State	FL
Lender/Client	City of Destin	Zip Code	32541		

**Kitchen View 2****Living Room View 1****Living Room View 2****Bedroom 1****Bath 1****Bath 1****Smoke Alarm****Bedroom 2****Bath 2****Bath 2****Bath 2****Bath 2****Bedroom 3****View from the Second Floor****Balcony**

Interior Photos

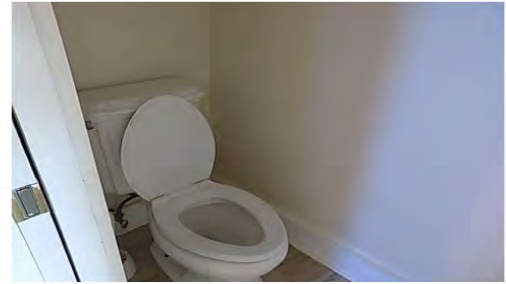
Borrower	Sean Arbuckle				
Property Address	2970 Scenic Highway 98				
City	Destin	County	Okaloosa	State	FL
Lender/Client	City of Destin	Zip Code	32541		



Laundry 2



Bath 3



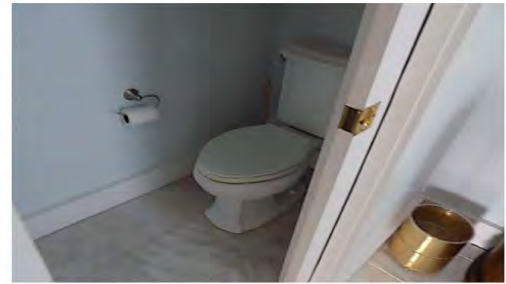
Bath 3



Bar Area 2



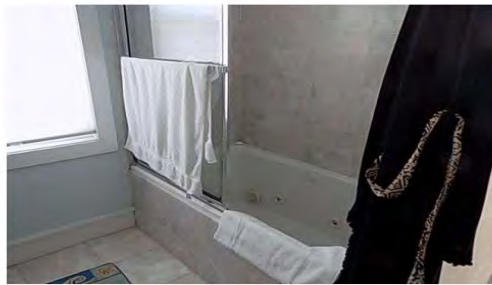
Bedroom 4



Bath 4



Bath 4



Bath 4



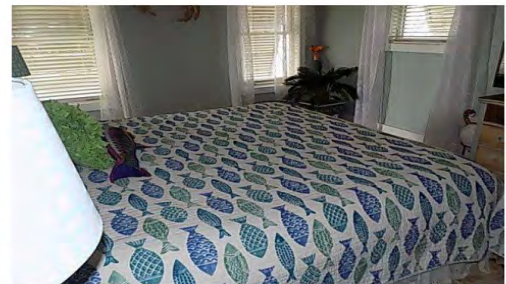
Furnace



Apartment 1



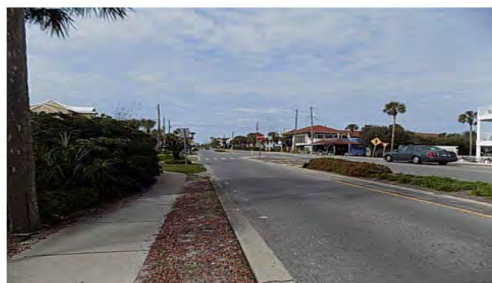
Apartment 1



Apartment 1 Bedroom



Building number



Street View



Street View



Okaloosa County Appraiser

Parcel: 00-2S-22-0584-0000-0030 Acres: 0

Name:	KMB ROCKY HILL LLC	Land Value:	1,648,870
Site:	2970 SCENIC HWY 98 E DESTIN	Building Value:	914,923
Sale:	\$100 on 2018-05 Reason=I Qual=U	Misc Value:	35,684
Mail:	PO BOX 6177 MIRAMAR BEACH, FL 32550	Just Value:	2,599,477
		Assessed Value	2,189,362
		Exempt Value	50,000
		Taxable Value	2,139,362



Okaloosa County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

Date printed: 01/21/19 : 13:33:21



Sales In Area	Previous Parcel	Next Parcel	Field Definitions	Return to Main Search	Okaloosa Home
Owner and Parcel Information					
Owner Name	KMB ROCKY HILL LLC		Today's Date	January 19, 2019	
Mailing Address	PO BOX 6177		Parcel Number	00-2S-22-0584-0000-0030	
Location Address	MIRAMAR BEACH, FL 32550		Tax District	DESTIN (District 10)	
Property Usage	2970 SCENIC HWY 98 E DESTIN		2018 Millage Rates	12.8406	
Section Township Range	SINGLE FAM (000100)		Acreage	0	
Business Name	00-2S-22		Homestead	Y	

[Show Parcel Maps](#)

Value Information			Legal Information
	2017 Certified Values	2018 Certified Values	SHORES OF CRYSTAL BEACH LOT 3 The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.
Building Value	\$849,331	\$914,923	
Extra Feature Value	\$35,684	\$35,684	
Land Value	\$1,278,989	\$1,648,870	
Land Agricultural Value	\$0	\$0	
Agricultural (Market) Value	\$0	\$0	
Just (Market) Value*	\$2,164,004	\$2,599,477	
Assessed Value	\$2,144,331	\$2,189,362	
Exempt Value	\$50,000	\$50,000	
Taxable Value	\$2,094,331	\$2,139,362	

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

[Tax Information](#)

Building Information						
Type	Total Area	Heated Area	Exterior Wall	Roof Cover	Interior Wall	Flooring
SFR EXCEPT	8,271	5,086	WD FR STUC	CLAY TILE	DRYW/PAPR	CARPET / HARDTILE
Heating Type	A/C Type	Baths	Bedrooms	Stories	Actual Year Built	Effective Year Built
AIR DUCTED	CENTRAL	5	6	3	1995	1995

[Show Building Sketch](#)

Extra Features Data				
Description	Number of Items	Unit Length x Width x Height	Units	Effective Year Built
PAVERS	1	0 x 0 x 0	1 UT	1995
FIREPLC	1	0 x 0 x 0	2 UT	1995
ELEVATOR	1	0 x 0 x 0	1 UT	1995
SWIMPOOL	1	0 x 0 x 0	1 UT	1995

Land Information				
LAND USE	NUMBER OF UNITS	UNIT TYPE	Frontage	Depth
SFR GULF	67	FF	0	0

Sale Information									
Multi-Parcel Sale	Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
No	05-09-2018	\$ 100	Quit Claim Deed	3349	3426	Unqualified	Improved	WADE KENNETH & MARIE	KMB ROCKY HILL LLC
No	08-29-2014	\$ 2,100,000	Warranty Deed	3163	1929	Qualified	Improved	SALLEE DONALD B TRUST	WADE KENNETH & MARIE (H&W)
No	12-06-2007	\$ 300,000	Warranty Deed	2828	4161	Unqualified	Improved	SALLEE DONALD B & CHRISTINE D	SALLEE DONALD B
Yes	12-06-2007	\$ 100	Warranty Deed	2828	4165	Unqualified	Improved	SALLEE DONALD B	SALLEE DONALD B TRUST
No	01-01-1996	\$ 1,275,000	Warranty Deed	1976	942	Qualified	Improved		SALLEE DONALD B & C D
No	10-01-1994	\$ 300,000	Warranty Deed	1874	1609	Qualified	Vacant		
No	06-01-1993	\$ 740,000	Warranty Deed	1752	1335	Unqualified	Vacant		

[Sales In Area](#)
[Previous Parcel](#)
[Next Parcel](#)
[Field Definitions](#)
[Return to Main Search](#)
[Okaloosa Home](#)

The Okaloosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Senior Exemption Does Not Apply to All Taxing Authorities. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Working values are subject to change. Website Updated: January 9, 2019

BEN ANDERSON

Okaloosa County Tax Collector

2018 Paid Real Estate

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

MAIL PAYMENTS TO: P.O. BOX 1390, NICEVILLE, FL 32588

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE	ALTERNATE KEY	PROPERTY ADDRESS
002S22058400000030		DEDF	1003404	2970 SCENIC HWY 98 E, DESTIN, 32541
KMB ROCKY HILL LLC PO BOX 6177 MIRAMAR BEACH, FL 32550				2970 SCENIC HWY 98 E SHORES OF CRYSTAL BEACH LOT 3

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
OKALOOSA COUNTY BD OF CO COMMS					
EMERGENCY MEDICAL SERVICES	0.0741	2,189,362	50,000	2,139,362	158.53
GENERAL	3.7214	2,189,362	50,000	2,139,362	7,961.42
COUNTY PUBLIC HEALTH UNIT	0.0353	2,189,362	50,000	2,139,362	75.52
SCHOOL LOCAL	2.2480	2,189,362	25,000	2,164,362	4,865.48
SCHOOL STATE	4.1130	2,189,362	25,000	2,164,362	8,902.02
NORTHWEST WATER DISTRICT	0.0338	2,189,362	50,000	2,139,362	72.31
CITY OF DESTIN	1.6150	2,189,362	50,000	2,139,362	3,455.07
DESTIN FIRE DISTRICT	1.0000	2,189,362	50,000	2,139,362	2,139.36

EXEMPTIONS APPLIED: ADDTL HOMESTEAD, HOMESTEAD EXEMPTION

TOTAL MILLAGE

12.8406

AD VALOREM TAXES

\$27,629.71

WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT www.OkaloosaTax.com AND SIGN UP FOR E-BILLS!

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
PAY ONLINE WITH CREDIT/DEBIT CARD AT www.OkaloosaTax.com - BANK CARD USER FEE WILL APPLY		
NON- AD VALOREM ASSESSMENTS		\$0.00

PAYING ONLINE VIA
E-CHECK IS FREE

Visit www.OkaloosaTax.com



PAY YOUR BILL

COMBINED TAXES AND ASSESSMENTS

\$27,629.71

"PAY ONLINE, NOT IN LINE"

If Postmarked By Nov 30, 2018
Please Pay \$0.00

RETAIN THIS PORTION FOR YOUR RECORDS
WALK-IN CUSTOMERS PLEASE BRING FOR RECEIPT
AFTER MARCH 31ST, TAXES MUST BE PAID WITH CASH, CASHIER'S CHECK OR MONEY ORDER.

BEN ANDERSON

Okaloosa County Tax Collector

2018 Paid Real Estate

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

MAIL PAYMENTS TO: P.O. BOX 1390, NICEVILLE, FL 32588

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE	ALTERNATE KEY	PROPERTY ADDRESS
002S22058400000030		DEDF	1003404	2970 SCENIC HWY 98 E, DESTIN, 32541

PRIOR TO MARCH 31ST TAXES CAN BE PAID USING CASH, CHECK, CREDIT/DEBIT CARDS OR E-CHECK

If Postmarked By Nov 30, 2018
Please Pay \$0.00

KMB ROCKY HILL LLC
PO BOX 6177
MIRAMAR BEACH, FL 32550

2970 SCENIC HWY 98 E

SHORES OF CRYSTAL BEACH
LOT 3

Paid

11/21/2018

Receipt #

97-18011350

Check

\$26,524.52

Prepared by and Return to:

Porath and Associates, P.A.
600 Grand Blvd Ste 201
Destin, Florida 32550
(850)-622-0102
File: KMB2970 Hwy98
Recording: \$18.50
Doc Stamps: \$0.70

(space above blank for recording purposes)

QUIT CLAIM DEED

THIS QUITCLAIM DEED, made this 9th day of May, 2018, between Kenneth R. Wade a/k/a Kenneth Wade and Marie Wade, husband and wife, whose address is PO Box 6177, Miramar Beach, FL 32550 (Grantor) and KMB Rocky Hill, LLC, a Nevada limited liability company whose address is PO Box 6177, Miramar Beach, FL 32550 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of \$10.00 (Ten Dollars and No Cents), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, quitclaims to Grantee and Grantee's heirs, executors, administrators, and assigns forever all of the right, title, and interest of Grantor in the following described land situated in Okaloosa County, Florida:

Legal Description:

Lot 3, THE SHORES OF CRYSTAL BEACH, a Planned Unit Development, a Resubdivision of a Portion of Block B, Crystal Beach Subdivision according to the Plat thereof as recorded in Plat Book 13, Page 82, of the Public Records of Okaloosa County, Florida.

Tax Parcel Identification No.: 00-2S-22-0584-0000-0030

Subject to taxes for the current year and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

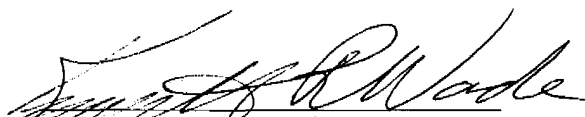
Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

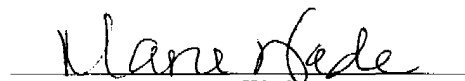
Grantors are the sole Members of the Grantee LLC, therefore minimal documentary stamps are paid at this transfer. Documentary stamps were paid at the original recording in OR Book 3163, Page 1929, Public Records of Okaloosa County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

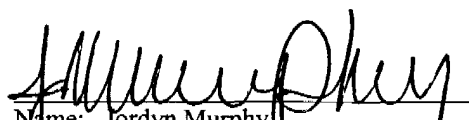
DISCLAIMER: This instrument was prepared without benefit of an abstract/record or other inquiry as to title or deed description and is drafted based solely upon the representation of the parties hereto.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.


Kenneth R. Wade


Marie Wade

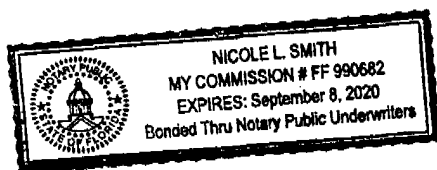

Name: Nicole L. Smith
Witness


Name: Jordyn Murphy
Witness

STATE OF FLORIDA

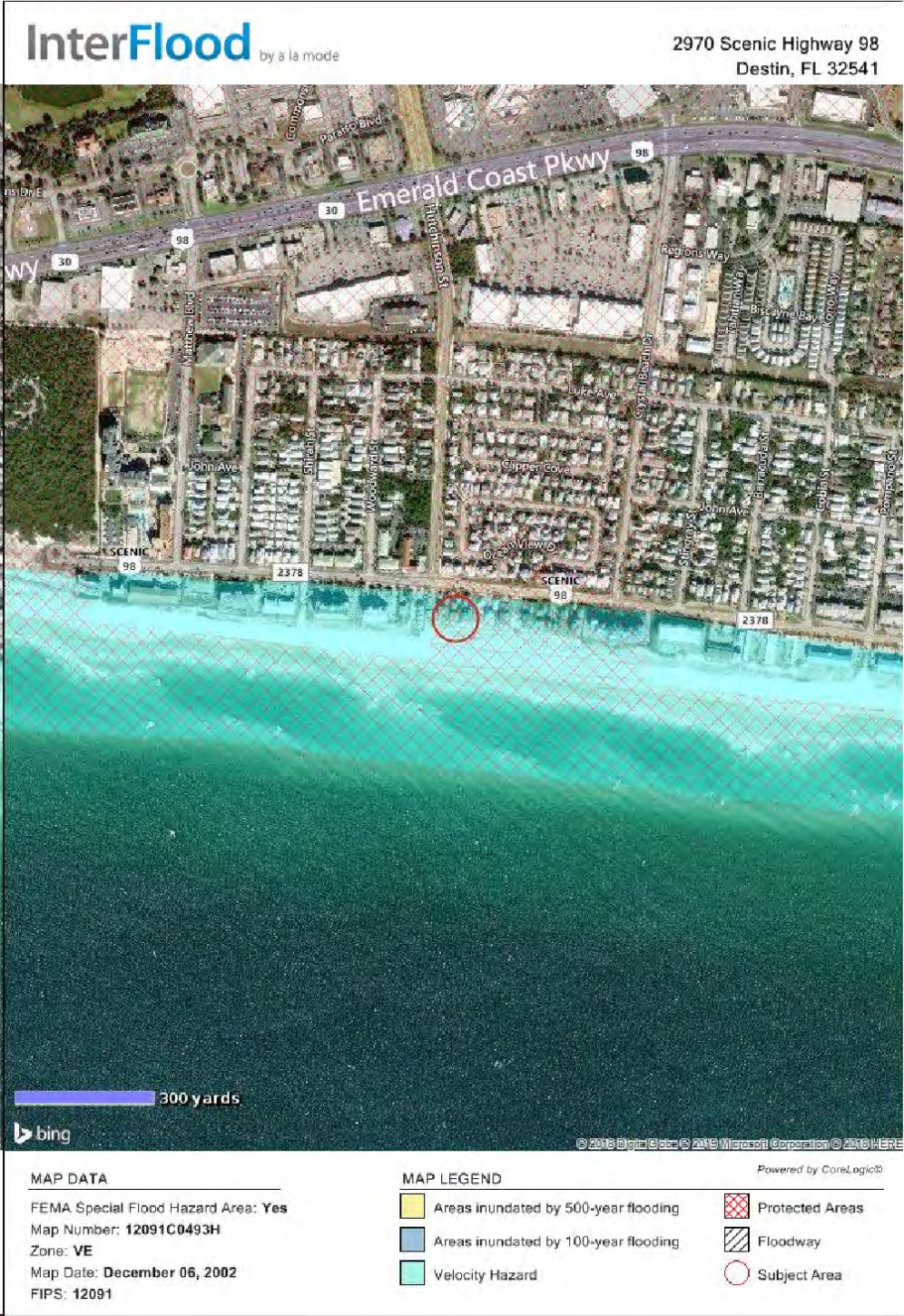
COUNTY OF WALTON

The foregoing instrument was acknowledged and affirmed before me by Kenneth R. Wade and Marie Wade, who identified this instrument as a Quitclaim Deed, and who signed the instrument willingly. Sworn to and subscribed before me this 9th day of May, 2018 who are personally known to me.




NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: September 8, 2020

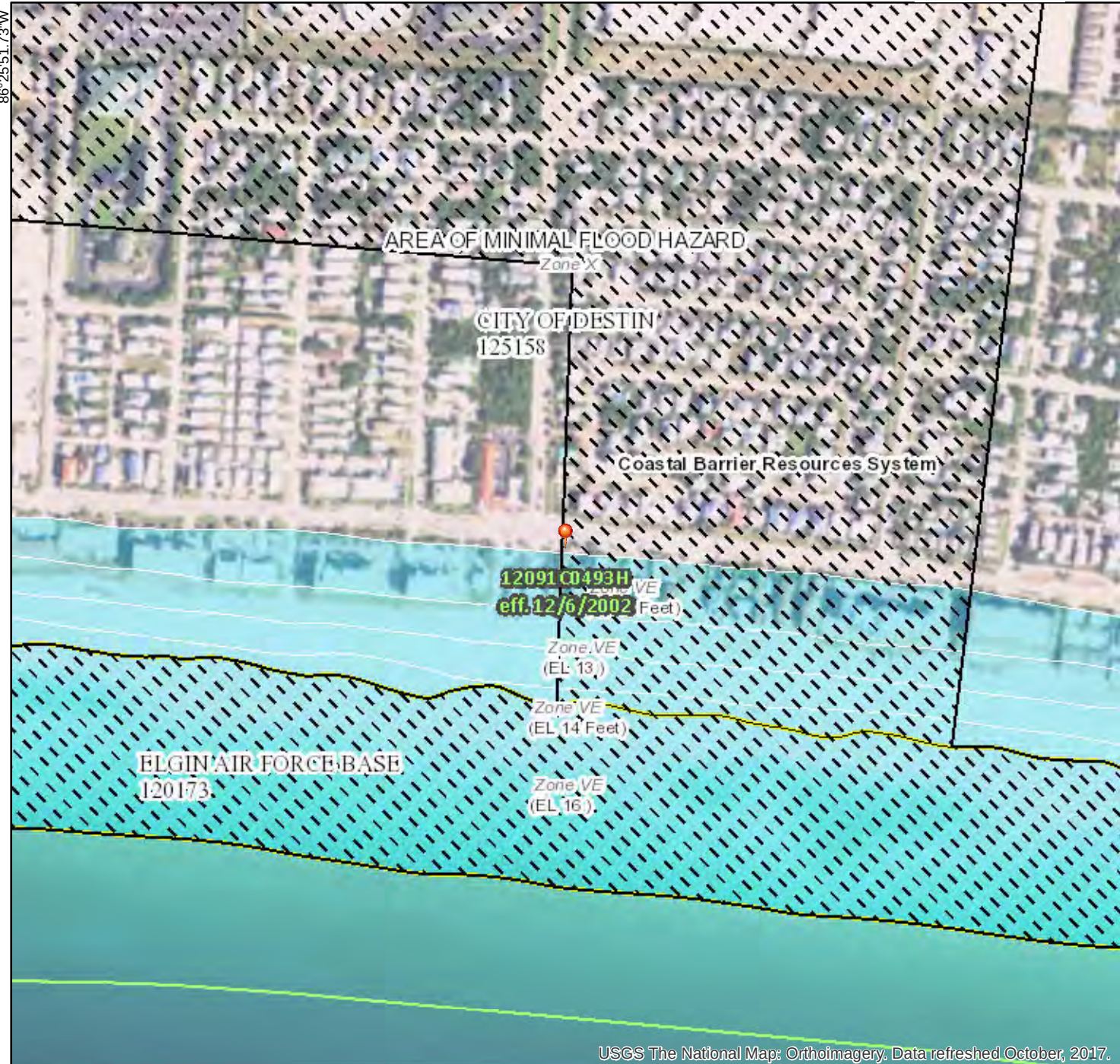
FLOOD MAP



National Flood Hazard Layer FIRMette



30°23'13.25"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

30°22'42.21"N

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D

OTHER AREAS		Area of Minimal Flood Hazard Zone X
		Effective LOMRs

GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
--------------------	--	--

GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall

OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary

MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/14/2019 at 3:29:18 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

797954 Full Agent Report - Residential Detached Single Family - Active**\$3,650,000**

Office File #:
Address: 2970 Scenic Hwy 98, Destin, FL 32541
County: Okaloosa
Area: 14 - Destin
Sub Area: 1404 - Destin Beaches East
Project Name/Subdivision: CRYSTAL BEACH
Zoning: Resid Single Family
Parcel ID: 00-2S-22-0584-0000-0030
Elementary School: Destin
Middle School: Destin
High School: Fort Walton Beach
Apx SqFt(Htd/Cooled): 5,800
Price/SqFt: \$629.31

Bedrooms: 6
Total Baths: 7
Full Baths: 6
Half Baths: 1
Design: Mediterranean
Stories: 3
Year Built: 1995
Occupancy: Vacation Rental
Status: Construction
Construction Status: Complete
SqFt Source: Agent-Measured
Pool: Yes
Pool Type: Private



Directions: from interception of Scenic 98 and Hutchison home is 2nd house

Legal Description: SHORES OF CRYSTAL BEACH LOT 3

Remarks: Casa De Palmas is one of the most exquisite custom beach front homes in Destin. Ideally located in Crystal Beach, and set on 67' of beachfront, this could very well be your families perfect beach house! You first enter a courtyard shaded by palm trees, and are immediately greeted by an impressive grand entrance staircase with cast stone columns and balustrades. The custom Walnut door is surrounded by a beautiful stained glass window installation that was made for this home. As you enter you're met by ocean views, but as you look closer you'll notice the comfortable and inviting floor plan, with MANY recent upgrades. There are Pecky Cypress ceilings in the main living areas and bedrooms, and a mixture of hardwood and stone floors.

Agent to Agent Rmrks: Text Brooks for showings

Showing: Appointment Only; Call Broker; See Agent Notes

Garage Spaces: 5	Waterfront Feet: 67	Acreage: 0.44	Beach Frontage:
Driveway Spaces: 6	Waterfront: Gulf, Shore - Beach; Waterfront	Farm Info:	
Lot Features: Coastal Barrier Zone; Within 1/2 Mile to Water	Waterview: Gulf		
Lot/Parcel Access: City Road; Paved Road	Lot Dimensions: 285X67		
Parking Features: Garage; Garage Attached; Garage Detached; Oversized			

Room Name	Lvl	Dimns	Construction/Siding:
Foyer	1	15x10'11	Foundation On Piling; Roof Pitched; Roof Tile/Slate; Stucco
Bedroom - Additional	2	15'6x13x7	Project Facilities:
Living Room	1	26'8x18	Exterior: Balcony; Columns; Fenced Lot-Part; Hurricane Shutters; Lawn Pump; Patio Covered; Pool - Heated; Porch; Satellite Dish; Shower; Sprinkler System
Bedroom - Additional	3	17'6x20'4	Interior: Breakfast Bar; Built-In Bookcases; Ceiling Crwn Molding; Ceiling Raised; Ceiling Tray/Cofferd; Elevator; Fireplace 2+; Fireplace Gas; Floor Marble; Floor Tile; Furnished - All; Guest Quarters; Kitchen Island; Lighting Recessed; Owner's Closet; Pantry; Shelving; Walls Mirrored; Washer/Dryer Hookup; Wet Bar; Window Treatment All; Woodwork Painted
Living Room	2	12'3x11'3	Appliances: Auto Garage Door Opn; Cooktop; Dishwasher; Disposal; Dryer; Ice Machine; Microwave; Oven Double; Oven Self Cleaning; Range Hood; Refrigerator W/IceMk; Security System; Smoke Detector; Stove/Oven Gas; Trash Compactor; Washer
Dining/Kitchen Combo	1	21'10x28'7	Utilities: Electric; Gas - Natural; Phone; Public Sewer; Public Water; TV Cable
Bedroom - Additional	3	17'8x19'10	Existing Leases: Daily/Weekly
Kitchen	2	5'9x7'5	Mstr Bdrm/Mstr Bath: MBath Double Vanity; MBath Garden Tub; MBath Separate Shwr; MBath Tile; MBath Whirlpool; MBed Fireplace; MBed Walk-in Closet; MBed Waterfront; See Remarks
Bedroom - Master	2	18'4x21'3	Energy: AC - 2 or More; AC - Central Elect; Ceiling Fans; Double Pane Windows; Heat Cntrl Electric; Insulated Doors; Water Heater - Elect; Water Heater - Two +
Bedroom - Additional	2	11'5x15	

Assessment Amount:	Homestead: No	Rent/Mo:
Fees Include:	Land Lease P/Year:	Lease Expiration Dt:
New Buyer Fee Amt:	Assessment Fees: No	Is Subject Leased: No
Assc Mgmt Company: N/A	Last Taxes: 27,535.72	Assumable Mtg Typ:
Assc Mgmt Contact: N/A	Last Tax Year: 2017	Financing: Conventional
Assc Mgmt Name:		

Listing Office: Gulf Realty 30A LLC EGR3	Agent Ph: 850-687-1261	Sale Type:
Listing Member: Brooks M Wade E9801 bmwade30a@gmail.com	Agent Cell Ph: 850-687-1261	Named Exception: No
Co-listing Office:	Office Ph: 850-687-1261	List Type: Exclusive Right of Sale
Co-listing Member:	Co-List Ph:	Agency: Single Agent
Trans Broker Comp: 2%	Single Agent Comp: 2%	Seller Nm: Kenneth Wade & Marie Wade
Dual/Variable Rate: No	Non-Rep Comp: 2%	Seller Phone #:
As Is: No	Limited Service List: No	

Brokerage Interest: Familial Interest - Listing Broker/Licensee related to owner.

Bonus: No

Terms of Bonus:

Compensation Notes:

Compensation Reduction Disc:

List Price: \$3,650,000

Days On Market: 304

List Date: 05/05/2018

Cumulative DOM: 304

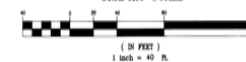
Mortgage Type:

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JULY, 1992

GRAPHIC SCALE



DESCRIPTION:

BLOCK D, LESS AND EXCEPT THE EAST 200 FEET THEREOF, CRYSTAL BEACH
SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 17, OF THE PUBLIC
RECORDS OF OKALOOSA COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ORALADELA COUNTY, FLORIDA.
2. REARINGS SHOWN HEREON ARE REFERENCED TO THE WESTERLY LINE OF BLOCK B, CRYSTAL BEACH SUBDIVISION (PLAT BOOK 1, PAGE 17) AS BEING 82°58'50" E.
3. THIS PLAT HAS BEEN PREPARED FROM A PREVIOUS BOUNDARY SURVEY OF THE SUBJECT PROPERTY PREPARED BY THIS FIRM, A COPY OF WHICH IS FILED WITH THE PLAT. THIS PLAT CONFORMS TO THE SURVEYING STANDARDS FOR SURVEYS, AS DEFINED IN CHAPTER 2100-F, F.S.
4. NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY EBERHARDT COAST ASSOCIATES, INC. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, HIDDEN EASEMENTS, UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS DO NOT EXIST.
5. SIDE LOT LINES ARE NON-RADIAL, UNLESS OTHERWISE NOTED.

LEGEND

Q DENOTES PERMANENT REFERENCE MONUMENT.
(P.W.M.) SET CORP. #3724 E.C.A.
DENOTES NUMBER
CORP. DENOTES CORPORATION
E.C.A. DENOTES EMERALD COAST ASSOCIATES, INC.
R/W DENOTES RIGHT-OF-WAY
FT. DENOTES FEET
U.S. DENOTES UNITED STATES
Hwy. DENOTES HIGHWAY
C DENOTES CENTERLINE

APPROVAL OF BESTER CITY COUNCIL:

THE CITY COUNCIL OF BETHLE, GHALDOSA COUNTY, FLORIDA, HAVING
 EXAMINED THE MOTION PICTURE DURING ITS REGULAR MEETING HELD ON
 THE 300 DAY OF AUGUST, 1992, AND APPROVED THE
 SAME FOR



COUNTY CLERK'S CERTIFICATE

I, DEWAY E. BRACKETT, CLERK OF THE CIRCUIT COURT OF ORANGE COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON THE 31 DAY OF March, 1948 IN PLAT BOOK 13 AT PAGE 62

NEWMAN C. BRADSHAW
C/O (Mrs.) Howard, D.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED. THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT ALL NECESSARY REFERENCE DOCUMENTS HAVE BEEN PLACED AS SHOWN AND THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 10, § 10-1, OF THE

FLORIDA STATUTES,
RUSSELL D. ALDRICH, FLORIDA REGISTRATION NO. 4694
EMERALD COAST ASSOCIATES, INC.
40888 EMERALD COAST PARKWAY
DESTIN, FLORIDA 32541

CURVE TABULATION

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	17319.02	69.24	69.24	86°50'44"	047°17'11"
C2	17319.02	69.93	69.93	86°53'25"	047°17'11"
C3	17319.02	69.99	69.99	86°16'08"	047°17'11"
C4	17319.02	69.03	69.03	85°58'50"	047°17'11"
C5	17319.02	69.05	69.05	85°41'32"	047°17'11"
C6	17319.02	69.06	69.06	85°24'44"	047°17'11"
C7	17319.02	69.06	69.06	85°08'50"	047°17'11"
C8	17319.02	69.04	69.04	84°49'57"	047°17'11"
C9	17319.02	69.01	69.01	84°32'20"	047°17'11"
C10	17319.02	69.00	69.00	84°15'40"	047°17'11"
C11	17319.02	69.92	69.92	83°57'40"	047°17'11"
C12	17319.02	69.94	69.94	83°40'30"	047°17'11"
C13	17319.02	69.94	69.94	83°23'40"	047°17'11"

NOTE: TREES WILL BE REQUIRED ON EACH LOT AS EACH LOT IS BUILT ON PURSUANT TO CITY OF DESTIN

N/T1: EACH LOT WILL BE REQUIRED TO HAVE A DRIVEWAY WHICH WILL ALLOW VEHICLE TURNAROUND.

TITLE OPINION:

IT IS THE OPINION OF THE UNDERSIGNED THAT THE TITLE OF LAND DESCRIBED HEREON IS IN THE NAME OF THE DEDICATORS, AS SHOWN HEREON, AND THERE ARE NO UNSATISFIED MORTGAGES ON THE LAND, EXCEPT AS SHOWN.

Ricky Pearce Jr.
BOYS AMERICAN TREE EXCHANGE (continued)

ESTATE PLANNING COMMISSION:

THIS IS TO CERTIFY THAT THIS PLAY WAS PRESENTED TO THE DUSTIN
PLANNING COMMISSION OF THE CITY OF DUSTIN, OKALOOSA COUNTY, FLORIDA
AND WAS APPROVED BY THEM ON THE 16th DAY OF July,
1987

Richard Martin

DISCUSSION

CRYSTAL BEACH DEVELOPMENT OF NORTHWEST FLORIDA, AS OWNER OF THE HEREON DESCRIBED PROPERTY DECLARE THAT THEY HAVE CAUSED THE SAME TO BE SUBDIVIDED.

JAY A. BROWN, PROSECUTOR
 WITNESSES
 James Kelly
 Will Spink

ACKNOWLEDGMENT TO DEDICATION

STATE OF FLORIDA, COUNTY OF OKALOSA, BEFORE ME THE UNDERSIGNED
PERSONALLY APPEARED, SAT A. ODOM, KNOWN TO ME TO BE THE INDIVIDUAL
DESCRIBED IN AND WHO EXECUTED THE FOREGOING DECLARATION AND WHO
ACKNOWLEDGED HE EXECUTED THE SAME FOR THE USES AND PURPOSES SET
FOORTH.
GIVEN UNDER MY HAND AND SEAL THIS 6th DAY OF
July, 1992.

NOTARY PUBLIC
STATE OF FLORIDA

JOINDER AND CONSENT TO DEDICATION

HENDERSON BEACH LAND TRUST, THE HOLDER OF A MORTGAGE ON THE HEREIN DESCRIBED PROPERTY, RECORDED IN D.R. BOOK _____, AT PAGE _____ OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, DO HEREBY CONSENT TO AND JOIN IN THE REDEEMPTION AND PLATTING AS SET FORTH

WITNESSES

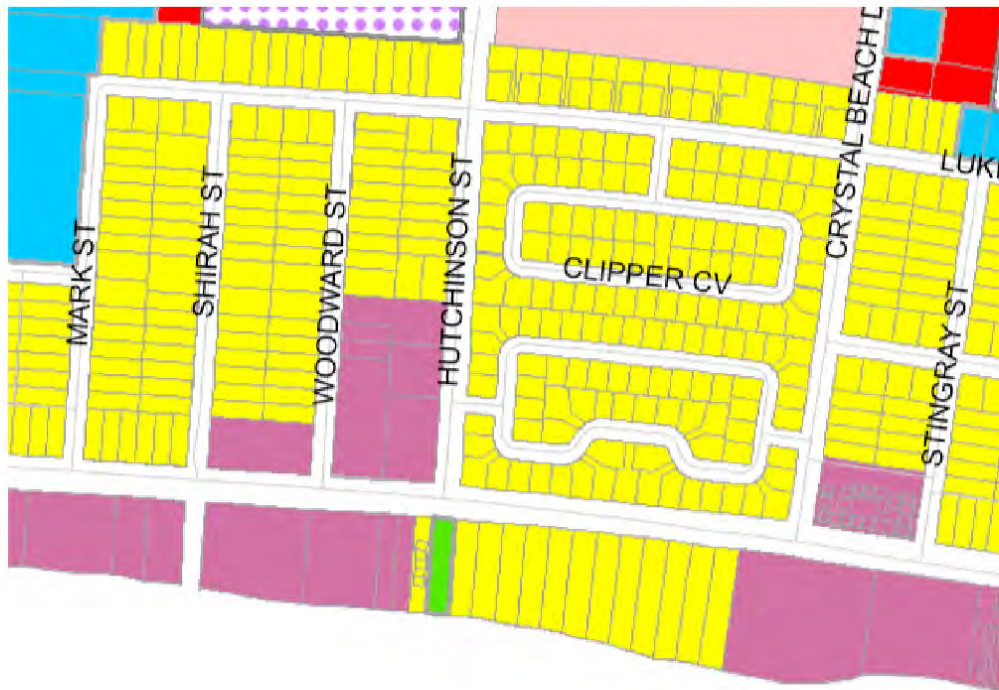
ACKNOWLEDGMENT TO JOINDER AND CONSENT TO PUBLICATION

STATE OF FLORIDA, COUNTY OF OKALAHOO, BEFORE ME THE UNDERSIGNED
PERSONALLY APPEARED, WILL HERRILL, JR., KNOWN TO ME TO BE THE
INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEED,
AND WHO EXECUTED THE SAME FOR THE USES AND PURPOSES SET FORTH,
GIVEN UNDER MY HAND AND SEAL THIS 6th DAY OF July,
1992.

FILED
000000
MAR 10 2000
HONORARY PUBLIC
STATE OF FLORIDA
J. Kelly

EMERALD COAST ASSOCIATES, INC.
40888 EMERALD COAST PARKWAY
DESTIN, FLORIDA PROJECT NO. 92-331
FILE: 92-3316.DWG DATE: 4/08/92

ZONING MAP



CBN - Crystal Beach Neighborhood

Location Map

Borrower	None					
Property Address	2970 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	City of Destin					



QUALIFICATIONS OF THE APPRAISER/CONSULTANT
WALTER H. HUMPHREY

State-Certified General Real Estate Appraiser RZ1218 and Real Estate Broker № 254762

EDUCATION (* denotes specialized courses attended with end of course examinations passed)

B. A. in Political Science	Park College	Parkville, MO	1960
Missouri Real Estate License Course	Johnson's School of Real Estate	Parkville, MO	*1969
Mortgage Equity Analysis Seminar	Society of Real Estate Appraisers	Kansas City, MO	1971
License Courses, Fort Walton Beach FL	Bob Jenkins Real Estate School	Sales - 1981/ Broker -	1987
URAR Seminar	AACA	Orlando, FL	1987
Appraisal of Vacant Land: Urban Fringe Analysis	AACA	Orlando, FL	1989
Farm Appraisal Seminar	AACA	Orlando, FL	1989
Relocation Appraisal Seminar	Employee Relocation Council	San Antonio, TX	1989
Residential Valuation (8-2)	AIREA	Orlando, FL	*1989
Capitalization Theory & Technique Part A (1B-A)	Appraisal Institute	Athens, GA	*1991
Capitalization Theory & Technique Part B (1B-B)	Appraisal Institute	Athens, GA	*1991
Standards of Professional Practice Part A (SPPA)	Appraisal Institute	Birmingham, AL	*1991
Standards of Professional Practice Part B (SPPB)	Appraisal Institute	Birmingham, AL	*1991
Case Studies in Real Estate Valuation (2-1)	Appraisal Institute	Tallahassee, FL	*1991
Report Writing & Valuation Analysis (2-2)	Appraisal Institute	Tallahassee, FL	*1991
Litigation Valuation Seminar	Appraisal Institute	Sandestin, FL	1991
Appraisal Law/Uniform Standards	R. E. Education Specialists	Fort Walton Bch, FL	1992
Advanced Rural Case Studies (E-3)	Appraisal Institute and ASFMRA	Denver, CO	*1993
Rates, Ratios, and Reasonableness Seminar	Appraisal Institute	Panama City, FL	1993
Accrued Depreciation Seminar	Appraisal Institute	Sandestin, FL	1994
Florida Dept. of Transportation Appraisal Seminar	Appraisal Institute	Sandestin, FL	1994
USPAP Update Core Law Seminar	Andrew McGarry & Associates	Seascape, FL	1994
Understanding Ltd. App. & App. Rep. Options - Gen'l	Appraisal Institute	Birmingham, AL	1994
Appraisal Review - Residential	Appraisal Institute	Seascape, FL	1994
Challenged/Passed - Appraisal Principles (110)	Appraisal Institute	Pensacola, FL	1994
Challenged/Passed - Appraisal Procedures (120)	Appraisal Institute	Pensacola, FL	1994
Appraisal of Retail Properties Seminar	Appraisal Institute	Sandestin, FL	1995
FEMA/Hurricane Evaluation Seminar	Appraisal Institute	Panama City Beach, FL	1995
USPAP Update Core Law Seminar	Appraisal Institute	Sandestin, FL	1996
Highest and Best Use Applications	Appraisal Institute	Gulfport, MS	1996
Environmental Risk and the R. E. Appraisal Process	Appraisal Institute	Panama City Beach, FL	1996
Fractional Interest Seminar	ASFMRA	Lafayette, IN	1997
Eminent Domain	ASFMRA	Colorado Springs, CO	*1997
Standards of Professional Practice - Part C	Appraisal Institute	Pensacola Beach, FL	*1998
Litigation Valuation Overview	Appraisal Institute	San Antonio, TX	1998
USPAP Update Core Law Seminar	Appraisal Institute	Panama City Beach, FL	1998
Regression Analysis in Appraisal Practice	Appraisal Institute	Nashville, TN	1999
Appraisal of Nonconforming Uses - General	Appraisal Institute	Orlando, FL	1999
Case Studies in Commercial Highest and Best Use	Appraisal Institute	Orlando, FL	1999
Business Enterprise Valuation	Appraisal Institute	Orlando, FL	1999
Internet Search Strategies	Appraisal Institute	Biloxi, MS	1999
The Good, The Bad, The Board	Appraisal Institute	Panama City Beach, FL	1999
Partial Interest Valuation - Divided	Appraisal Institute	Tallahassee, FL	2000
Partial Interest Valuation - Undivided	Appraisal Institute	Tallahassee, FL	2000
Recent Developments in Federal Tax Valuation	Valuation 2000	Las Vegas, NV	2000
The "Roadmap System" Cap. Theory and Techniques	Valuation 2000	Las Vegas, NV	2000

The Deal (Business Valuation Negotiations)	Valuation 2000	Las Vegas, NV	2000
Business Valuation Case Law Update	Valuation 2000	Las Vegas, NV	2000
Florida State Law and USPAP Review	Joe R. Price	Tallahassee, FL	2000
State of the Profession	Appraisal Institute	Sandestin, FL	2001
Conservation Easements	ASFMRA and Appraisal Institute	Tallahassee, FL	2001
Standards of Professional Practice, Part C	Appraisal Institute	Pensacola, FL	*2002
Appraisers and the Gramm-Leach-Bliley Act	Appraisal Institute	Tallahassee, FL	2002
Florida State Law and USPAP Review	Joe R. Price	Tallahassee, FL	2002
Mark to Market	Appraisal Institute	Tallahassee, FL	2003
Appraisal Consulting	Appraisal Institute	Tallahassee, FL	2003
Effective Appraisal Writing	Appraisal Institute	Pensacola, FL	2003
Florida State Law for Real Estate Appraisers	Appraisal Institute - Region X	Tallahassee, FL	2003
National USPAP Course - 7 hour Update	Appraisal Institute	Tallahassee, FL	2003
Do the Due Diligence	National PLAM Conference	Amelia Island, FL	2003
Negotiations	National PLAM Conference	Amelia Island, FL	2003
Preserving Fam. Lands: Tax Planning - Landowner	National PLAM Conference	Amelia Island, FL	2003
Timberland Appraisal Methods	Appraisal Institute, NW FL	Tallahassee, FL	2004
Fragmentation of the North Florida Landscape	National PLAM Conference	Sandestin, FL	2004
Role of Conservation Easement Acquisition Programs	National PLAM Conference	Sandestin, FL	2004
Timberland and Changing Market Trends	National PLAM Conference	Sandestin, FL	2004
Innovations in Surveying and Mapping	National PLAM Conference	Sandestin, FL	2004
Appraisal Review Seminar	Appraisal Institute, Mississippi	Biloxi, MS	2005
Valuing Family Limited Partnerships	Partnership Profiles	Dallas, TX	2005
Rates & Ratios: Making Sense of Gims, OARs, & DCFs	Appraisal Institute, NW FL	Tallahassee, FL	2005
Feasibility Analysis, Market Value & Investment Timing	Appraisal Institute, NW FL	Tallahassee, FL	2005
7 Hour USPAP Update	State of Mississippi	Biloxi, MS	2006
Subdivision Valuation	Appraisal Institute, NW FL	Tallahassee, FL	2006
Appraising From Blueprints and Specifications	Appraisal Institute, NW FL	Destin, FL	2006
Florida Law Update	Appraisal Institute, NW FL	Destin, FL	2006
Introduction to Income Capitalization	Appraisal Institute, NW FL	Tallahassee, FL	2006
What Clients Would Like Their Appraiser To Know	Appraisal Institute, NW FL	Tallahassee, FL	2006
Appraising Agricultural Lands in Transition	ASFMRA	Montgomery, AL	2007
Highest and Best Use Applications	Appraisal Institute, NW FL	Destin, FL	2007
Real Estate Investment and Development	Appraisal Institute, NW FL	Destin, FL	2007
Analytics With The Site To Do Business	Appraisal Institute, NW FL	Tallahassee, FL	2007
Forecasting Revenue	Appraisal Institute, NW FL	Tallahassee, FL	2007
Valuation of Conservation Easements	Appraisal Institute, et al	Tallahassee, FL	*2008
Supervisor Trainee Roles and Rules	Appraisal Institute, NW FL	Destin, FL	2008
Florida Law Update	Appraisal Institute, NW FL	Destin, FL	2008
Hypothetical Conditions & Assumptions	Appraisal Institute, NW FL	Destin, FL	2008
7-Hour National USPAP Update Course	Appraisal Institute, NW FL	Destin, FL	2008
Condemnation Appraising: Principles and Applications	Appraisal Institute, NW FL	Destin, FL	*2009
Tax Savings and Conservation Opportunities - Ag Lands	Conservation Trust for Florida	Milton, FL	2009
Analyzing the Effects of Environmental Contamination	Appraisal Institute	Pensacola	2010
National USPAP Course - 7 hour Update	Appraisal Institute	Destin, FL	2010
Supervisor Trainee Roles and Rules	Appraisal Institute, NW FL	Destin, FL	2010
Florida Law Update	Appraisal Institute, NW FL	Destin, FL	2010
Appraisal Curriculum Overview (2-Day General)	Appraisal Institute, NW FL	Tallahassee, FL	2010
Florida Law Update	Appraisal Institute, Region X	Fort Walton Beach, FL	2012
National USPAP Course - 7 hour Update	Appraisal Institute, Region X	Fort Walton Beach, FL	2012
Nuts and Bolts of Green Building For Appraisers	McKissock	Online	2012
The Dirty Dozen	McKissock	Online	2012

	Private Appraisal Assignments	McKissock	Online	2012
	Even Odder - More Oddball Appraisals	McKissock	Online	2012
	Compliance with the Red Book	RICS	Web	2013
	National USPAP Course - 7 hour Update	Appraisal Institute	Fort Walton Beach, FL	2014
	A Brief Stroll Through America’s Architecture	Calypso Continuing Education	On Line	2014
	FHA Site Inspection	Calypso Continuing Education	On Line	2014
	Environmental Hazards Impact on Value	Calypso Continuing Education	On Line	2014
	Florida R. E. Appraisal Law & Rules	Bert Rodgers	On Line	2014
	Florida R. E. Appraisal Law & Rules	Bert Rodgers	On Line	2016
	USPAP Course - 7 hour Update	Bert Rodgers	On Line	2016
	Property and Valuation Analysis for FHA	Bert Rodgers	On Line	2016
	Better Be Safe Than Sorry	Bert Rodgers	On Line	2016
	Methodology and Application of Sales Comparison	Bert Rodgers	On Line	2016
	Florida R. E. Appraisal Law & Rules	Bert Rodgers	On Line	2018
	USPAP Course - 7 hour Update	Bert Rodgers	On Line	2018
	Property and Valuation Analysis for FHA	Bert Rodgers	On Line	2018
	Better Be Safe Than Sorry	Bert Rodgers	On Line	2018
	Methodology and Application of Sales Comparison	Bert Rodgers	On Line	2018
LICENSES	<i>Florida:</i>	State-Certified General Real Estate Appraiser RZ 1218 and Real Estate Broker № 254762		
EXPERIENCE	1969-1977	Broker, Appraiser, and Instructor, Johnson and Associates,	Parkville, Missouri	
	1982-1990	Salesman, Broker and Appraiser, Howton Realtors,	Fort Walton Beach, Florida	
	1990-1998	Appraiser, Appraisal House, Inc.,	Fort Walton Beach, Florida	
	1998-	Appraiser, Humphrey and Smith, L.C., and Humphrey and Associates. Inc.	Fort Walton Beach, Florida	
WRITINGS	Co-authored “Unsyndicated Partial Interest Discounting,” <i>The Appraisal Journal</i> , July 1997, published by The Appraisal Institute. The article reviews the USPAP pertaining to partial interest valuations and presents market data analyses. It offers a formula with explanation of the variables for identifying and analyzing the factors affecting discounts or premiums of unsyndicated partial interests.			
	Authored “Unsyndicated Partial Interest Appraisals: Before and After the Analyses”, a paper presented at the National Summer Conference of the Appraisal Institute in San Antonio, Texas in June 1998.			
	Authored “Unsyndicated Partial Interest Appraisals”, an edited version of the above paper published in the Third Quarter 1998 issue of the Appraisal Institute’s <i>Valuation Insights & Perspectives</i> .			
	Authored “Tenancy in Common: A Real Estate Appraiser’s Viewpoint,” January-February 2001 issue of <i>Valuation Strategies</i> by RIA in New York. The article offers information and insights for attorneys and accountants.			
	Co-authored “Peace Treaties for Tenants in Common” with Attorney Raymond F. Newman, Jr., July/August 2001 issue of <i>Valuation Strategies</i> by RIA in New York. The article offers insights for drafting agreements for tenancies in common and focuses on minimizing the factors resulting in market discounts.			
	Authored “Ten Questions For Starting On The Right Foot,” January-February 2004 issue of <i>Valuation Strategies</i> by RIA in New York. The article presents ten critical issues to be resolved by attorneys and accountants prior to ordering a real estate appraisal.			
	Authored “Nonconforming Uses,” July August 2005 issue of <i>Valuation Strategies</i> by RIA in New York. The article presents problems associated with nonconforming uses, particularly involving damages and repair.			

CLIENTS - Non-Confidential

City of Crestview
 City of DeFuniak Springs
 City of Fort Walton Beach
 FDIC
 Freddie Mac
 Florida DEP
 Florida DOT
 Okaloosa County, FL
 Okaloosa Gas District
 South Walton Mosquito Control District
 THITF/Murphy Act Lands
 U. S. Air Force
 U. S. Army Corps of Engineers
 U. S. Bureau of Land Management
 Town of Cinco Bayou
 Town of Shalimar
 Walton County, FL
 Various Utilities and Fire Districts

LITIGATION SUPPORT

- ▶ Appraisal Defects
- ▶ Casualty Losses
- ▶ Chemical Oversprays
- ▶ Construction Defects
- ▶ Encroachments
- ▶ Eminent Domain
- ▶ Fire Damage
- ▶ Flood Damage
- ▶ Land Use Irregularities
- ▶ Landlocked Resolutions
- ▶ Limited Partnership Discounts
- ▶ Non-conforming Uses
- ▶ Survey Defects
- ▶ Tenant in Common Discounts
- ▶ Termite Damage
- ▶ Title Defects
- ▶ Water Intrusion
- ▶ Wind Damage

OTHER ▶ Qualified as Expert Witness in Bay, Escambia, Okaloosa, Santa Rosa, Walton Counties, Florida, and Platte County, Missouri Circuit Courts, and the Federal District Court in Pensacola. Participated in court ordered mediation.

- ▶ Certificate of Completion - Valuation of Conservation Easements Certificate Program
- ▶ Special Expertise: Valuation/Discounting of Undivided Partial Interests via Sales Comparison
- ▶ Valuation 2000 Seminar Presenter: "Partial Interests: Theory and Case Law."
- ▶ Consultant to the U.S. General Accounting Office, GAO-03-404, "*Opportunity to Enhance the Oversight of Real Estate Appraisal Industry*," May 2003
- ▶ Former Member, Issues Resource Panel, Appraisal Standards Board of The Appraisal Foundation, Washington, D.C.

CONTACT:

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 Humphrey and Associates, Inc.
 20 rue de le Roi Street NE
 Fort Walton Beach, Florida 32547

Land Line 850 862-0766
 Cellular 850 585-9976
 Email bluechip25@aol.com or whhump@gmail.com

QUALIFICATIONS OF THE STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER ALEKSANDRA MULDOWNNEY, SFR, LMC

EDUCATION (* denotes specialized courses attended with examinations passed)

Bachelor of Science Degree in Economics Major: Finances and Credit	University of Latvia, Riga /*2000
Basics of German	International Language School, Berlin /*1998-1999
Basics of Residential Real Estate Appraisal AB-I Course	Ed Klopfer Real Estate School, Fort Walton Beach, FL /*2005
Appraising from Blueprints and Specifications	Appraisal Institute, Destin, FL/ 2006
USPAP Update Course	Appraisal Institute, Destin, FL/ 2006
Florida Law Update	Appraisal Institute, Destin, FL/ 2006
Introduction to Income Capitalization	Appraisal Institute, Tallahassee, FL/ 2006
What Clients Would Like Their Appraisers to Know	Appraisal Institute, Tallahassee, FL/ 2006
Highest and Best Use Applications	Appraisal Institute, Destin, FL/ 2007
Real Estate Investments and Development	Appraisal Institute, Destin, FL/ 2007
Forecasting Revenue	Appraisal Institute, Tallahassee, FL/ 2007
Real Estate Sales Associate Pre-license Course	Brian Kiefer Florida Real Estate Academy/ *2008
Supervisor Trainee Roles and Rules	Appraisal Institute, Destin, FL/ 2008
Florida Law Update	Appraisal Institute, Destin, FL/ 2008
Hypothetical Conditions & Assumptions	Appraisal Institute, Destin, FL/ 2008
7-Hour National USPAP Update Course	Appraisal Institute, Destin, FL/ 2008
Litigation Skills for the Appraisers	Appraisal Institute, Destin, FL/ 2008
Residential Sales Comparison and Income	Ed Klopfer Real Estate School, Fort Walton Beach, FL /*2008
General Appraiser Income Approach Part I	Appraisal Institute, Ocoee, FL/ *2009
General Appraiser Income Approach Part II	Appraisal Institute, Ocoee, FL/ *2009
Condemnation Appraising: Principles and Application	Appraisal Institute, Destin, FL/ *2009
General Appraiser Site Valuation and Cost Approach	Appraisal Institute, Orlando, FL/ *2009
Short Sale and Foreclosure Resource	National Association of Realtors, Fort Walton Beach, FL/ *2009
Loss Mitigation Certification Class	National Association of Realtors, Fort Walton Beach, FL/ 2009
Oil Spills and Property Values	Appraisal Institute/ Webinar/ 2010
Real Estate Statistics and Valuation Modeling	Appraisal Institute, Atlanta, GA/ * 2010
7-Hour National USPAP Update Course	Appraisal Institute, Destin, FL/ 2010
Florida Law Update	Appraisal Institute, Destin, FL/ 2010
Florida Supervisory Roles and Rules for Registered Trainees	Appraisal Institute, Destin, FL/ 2010
General Appraiser Sales Comparison Approach	Appraisal Institute, Chicago, IL/ *2010
General Appraisal Market Analysis and Highest and Best Use	Appraisal Institute, Atlanta, GA/ *2011
Advanced Income Approach	Appraisal Institute, Atlanta, GA/ *2011
General Appraiser Report Writing and Case Studies	Appraisal Institute, Chicago, IL/ *2012
7-Hour National USPAP Update Course	McKissock, Online/*2012
Florida Law Update	McKissock, Online/*2012

LICENCES

State-certified General Real Estate Appraiser	RZ 3535 /FL, G 01094/ AL
Real Estate Sales Associate	SL 3207691 /FL

WORK HISTORY

Marquis Appraisals
Humphrey and Associates, Inc.
First Judicial Circuit of Florida

Law Offices of Public Defender

Exit Realty Advantage

Appraiser Trainee, Gulf Breeze /2005-2006
Appraiser Trainee, Fort Walton Beach / 4-2006
Court Interpreter for Escambia, Santa Rosa, Okaloosa and
Walton Counties/ 8-2006
Court Interpreter for Escambia, Santa Rosa, Okaloosa and
Walton Counties/ 8-2007
Sales Associate, Crestview/ 7-2009 - 12/2010

LANGUAGES

Russian
Latvian

English
German

TYPES OF APPRAISALS PERFORMED

Residential Properties
Medical Offices
Restaurants
Retail and Office Buildings
Apartments
Industrial Warehouses

Mineral Rights
Aircraft Hangars and Airport Land
Vacant Land
Diminution in Value
Undivided Partial Interest
Marinas

HUMPHREY AND ASSOCIATES, INC.

COMMERCIAL REAL ESTATE VALUATION AND RESEARCH

Specializing in Undivided Partial Interests

Appraisal Report

5 Gulf-Front Crystal Port Townhouses
2942 Scenic Highway 98
Destin, FL 32541



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APPRAISAL REPORT

SUBJECT PROPERTY

5 Gulf-Front Crystal Port Townhouses
2942 Scenic Highway 98
Destin, FL 32541

EFFECTIVE DATE OF APPRAISAL

February 15, 2019

REPORT DATE

March 11, 2019

INSPECTION DATE

February 15, 2019

CLIENT/INTENDED USER

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

H & A File № 190009

PREPARED BY:

Walter H. Humphrey

State-certified General Real Estate Appraiser № RZ 1218 (FL)

Aleksandra Muldowney

State-certified General Real Estate Appraiser № RZ 3535 (FL)

HUMPHREY AND ASSOCIATES, INC.
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Fort Walton Beach, Florida 32547
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HUMPHREY AND ASSOCIATES, INC.

COMMERCIAL REAL ESTATE VALUATION AND RESEARCH

Specializing in Undivided Partial Interests

Walter H. Humphrey

State-certified General Real Estate Appraiser № RZ 1218 (FL)

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Fort Walton Beach, Florida 32547

Telephone: (850) 862-0766

Cell: (850) 585-9976

Bruce B. Humphrey, MAI, JD

State-certified General Real Estate Appraiser № RZ 742

MAIJD@msn.com

1031 La Salle Street

Jacksonville, Florida 32207

Telephone: (904) 346-1944

Facsimile: (904) 346-1945

March 11, 2019

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

Re: Appraisal of the 5 Gulf-Front Crystal Port Townhouses located at 2942 Scenic Highway 98, Destin, Okaloosa County, Florida.
H & A File № 190009

Dear Mr. Webb:

We have completed the inspections, research, and analysis necessary to appraise the fee simple interest in the above referenced property as you requested. The accompanying appraisal report is an appraisal report format as contrasted with a restricted appraisal report format.

The intended purpose of the appraisal is to provide a supported opinion of the fair market value of the real estate as of the date of inspection.

The intended use of the appraisal report will be for reference in acquisition negotiations.

In the opinion of the appraisers, the highest and best use of the property is continued attached single-family residential use provides a higher return to the underlying land than any other use analyzed.

Market value, fee simple interest, highest and best use, and other pertinent terms are defined in the following report. We have analyzed the market value of the subject property based on our estimate of the highest and best use of the subject property.

EXTRAORDINARY ASSUMPTION: The interior of Units B and E of the subject property were inspected and photographed by the appraisers. The exterior of all units were inspected. Property management assured us that the remaining units A, C and D were identical in interior finish and condition to Unit B, and were occupied, so we were unable to view their interiors. We assume this is correct, and reserve the option to revise the analysis if interior finish and conditions are different.

Subject to the above and the assumptions, limiting conditions, and certification set forth herein, it is our professional opinion that the market value of the fee simple interest in the subject property, "as is," as of February 15, 2019, is:

THREE MILLION FIVE HUNDRED EIGHTY THOUSAND DOLLARS

\$3,580,000

The exposure time linked to the final current value opinion is a range of 6 to 9 months based on market sales of similar properties and current market activity.

We hereby certify that we have no interest, present or contemplated, in the appraised property. The undersigned appraisers are competent for the property type under appraisal. This appraisal has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, and the State of Florida. The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. The appraisal also conforms to the *Uniform Standards of Professional Appraisal Practice* (USPAP) and your instructions. The fee for this appraisal was not based on value nor was the assignment undertaken based on a predetermined value, a trend in value, or a minimum or maximum value.

Respectfully submitted,

HUMPHREY AND ASSOCIATES, INC.

Walter H. Humphrey

Digitally signed by Walter H. Humphrey
DN: cn=Walter H. Humphrey, o=Humphrey and Associates, Inc, ou,
email=bluechip25@aol.com, c=US
Date: 2019.03.11 12:33:58 -05'00'

Walter H. Humphrey
State-certified General Real Estate Appraiser RZ 1218 (FL)



Aleksandra Muldowney
State-certified General Real Estate Appraiser RZ 3535 (FL)

APPRAISAL REPORT

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it represents only appropriate discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Some supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers' file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraisers are not responsible for unauthorized use of this report.

CLIENT:

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

APPRAISERS:

Walter H. Humphrey
State-certified General Real Estate Appraiser RZ 1218 (FL)
Aleksandra Muldowney
State-certified General Real Estate Appraiser RZ 3535 (FL)

HUMPHREY AND ASSOCIATES, INC.
20 Rue De Le Roi Street NE
Fort Walton Beach, Florida 32547

SUBJECT PROPERTY:

Legal Description
Lots A through E, Crystal Port, Okaloosa County Plat Book 7, Page 76.

Physical Location of Subject Property
2942 Scenic Highway 98
Destin, FL 32541

Tax ID №: 00-2S-22-0590-0000-00A0
00-2S-22-0590-0000-00B0
00-2S-22-0590-0000-00C0
00-2S-22-0590-0000-00D0
00-2S-22-0590-0000-00E0

PURPOSE OF THE APPRAISAL:

The intended purpose of the appraisal is to provide a supported opinion of the fair market value of the real estate as of the date of inspection, "as is," as of February 15, 2019.

INTENDED USE OF REPORT:

The intended use of the appraisal will be for acquisition negotiations. No other use of this report by any other entity or person is authorized.

INTENDED USER:

The intended user is the client stated above. This report is not intended or authorized for any other user or audience.

PROPERTY RIGHTS APPRAISED:

Fee simple ownership interest in the subject property.

EFFECTIVE DATE OF VALUE:

February 15, 2019.

DATE OF REPORT:

March 11, 2019.

DATE OF INSPECTION:

Walter H. Humphrey and Aleksandra Muldowney inspected the property on February 15, 2019.

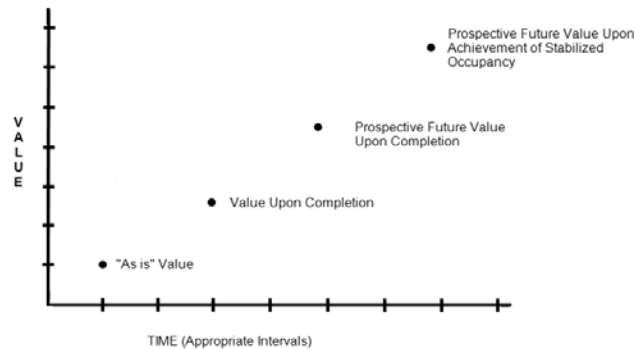
DEFINITIONS:

The following definitions are provided to assist the reader in understanding this appraisal report.

DEFINITIONS:

Market Value “Value as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonably be applied.”¹

Value Creation Continuum²



The preceding exhibit graphically displays the creation of value in a real estate development project over time, assuming a zero inflation environment for clarity of presentation.

The four time differential values on the graph which may be considered in the appraisal of proposed developments are defined as follows:

(1) "As Is" means an estimate of the market value of a property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date of appraisal.

(2) "Value Upon Completion" means the market value of a property with all proposed construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value shall reflect the market value of the property as if complete and prepared for occupancy by tenants.

(3) "Retrospective Future Value Upon Completion" means the Retrospective future value of a property on the date that construction is completed, based upon market conditions forecast to exist as of that completion date.

(4) "Retrospective Future Value Upon Achievement of Stabilized Occupancy" means the Retrospective future value of a property at a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long term occupancy.

Fee Simple Estate³ Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Leased Fee Interest⁴ A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).

¹ Florida State Road Dept. v. Stack, 231 So.2d 859 Fla., 1st DCA 1969

² Code of Federal Regulations, Title 12, as amended by the Federal Home Loan Bank Board.

³ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, Fifth Edition, 2010, Page 78.

⁴ Ibid., Page 111.

Leasehold Interest ⁵	The tenant's possessory interest created by a lease.
Condominium ⁶	1. A form of ownership in which each owner possesses the exclusive right to use and occupy an allotted unit plus and an undivided interest in common areas. 2. A multiunit structure, or a unit within such a structure, with a condominium form of ownership.
Highest and Best Use ⁷	The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability. Alternatively, the probable use of land or improved property-specific with respect to the user and timing of the use-that is adequately supported and results in the highest present value. ...of land or a site as though vacant: Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements. ...of property as improved: The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.
Marketing Time ⁸	An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. to sell on the market subsequent to the date of an appraisal.
Exposure Time ⁹	1. The time a property remains on the market. 2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consumation of a sale at market value on the effective date of appraisal; a Retrospective estimate based on an analysis of past events assuming a competitive and open market.
Appraisal ¹⁰	(noun) the actor process of developing an opinion of value; an opinion of value. (adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services.
Appraisal Review ¹¹	(noun) the act or process of developing an opinion about the quality of another appraiser's work that was performed as part of an appraisal or appraisal review assignment; (adjective) of or pertaining to an opinion about the quality of another appraiser's work that was performed as part of an appraisal or appraisal review assignment.

⁵ Ibid., Page 161.

⁶ Ibid., Page 59.

⁷ Ibid., Page 93.

⁸ Ibid., Page 121.

⁹ Ibid., Page 73.

¹⁰ The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, Washington, D.C., 2018, Page 3

¹¹ Ibid., Page 3

Credible ¹²	Worthy of belief. (The comment following this definition states: “Credible assignment results require support, by relevant evidence and logic, to the degree necessary for the intended use.)
Scope of Work ¹³	The type and extent of research and analysis in an appraisal or appraisal review assignment.
Scope of Work Rule ¹⁴	For each appraisal and appraisal review assignment, an appraiser must: 1. identify the problem to be solved; 2. determine and perform the scope of work necessary to develop credible assignment results; and 3. disclose the scope of work in the report.
Extraordinary Assumption ¹⁵	an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.
Hypothetical Condition ¹⁶	a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

¹² Ibid., Page 24

¹³ Ibid., Page 5

¹⁴ Ibid., Page 12

¹⁵ Ibid., Page 4

¹⁶ Ibid., Page 4

SCOPE OF WORK:

Problem to

be Solved: The purpose of the appraisal analysis was to develop an opinion of the fair market value of the subject property, “as is,” as of February 15, 2019.

To Solve the Problem, the Following was Accomplished:

The interior of Units B and E of the subject property were inspected and photographed by the appraisers. The exterior of all units were inspected. Property management assured us that the remaining units A, C and D were identical in interior finish and condition to Unit B, and were occupied, so we were unable to view their interiors. File data for nearby properties was reviewed. MLS, CoStar, LoopNet and public records were researched and studied. The neighborhood was toured.

The appraisers examined the economic, social, governmental, and environmental forces affecting value in the subject neighborhood and the entire market area as a whole.

Market forces in the neighborhood and overall market were analyzed including the supply and demand for similar properties in the market, comparable land sales, and overall economic data for the neighborhood and/or market area.

An opinion of highest and best use was developed.

The appraisers confirmed the data employed in this report and analyzed the results.

The sales comparison analysis was employed to develop an opinion of value of the subject property as of February 15, 2019.

IDENTIFICATION OF THE APPRAISAL REPORT FORMAT:

We have provided an **Appraisal Report**, which contains appropriate data and analyses. Some supporting documentation and data is retained in the work file.

TERMS OF THE FINAL VALUE OPINION:

The final opinion of the market value of the subject property is expressed in terms of cash or financing terms equivalent to cash.

GENERAL ASSUMPTIONS:

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be marketable unless otherwise stated. The legal description used in this report is assumed to be correct.
2. The subject property is appraised free and clear of any or all liens, leases, or encumbrances unless otherwise stated. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report.
3. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. Sketches, plot plans, or illustrative materials presented in this report are included only to assist the reader in visualizing the property.
4. Information and data furnished by others are usually assumed to be true, correct and reliable. When such information and data appears to be dubious and when it is critical to the appraisal, a reasonable effort has been made to verify all such information; however, no responsibility for its accuracy is assumed by the appraisers.
5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless the noncompliance is stated, defined and considered in the appraisal report.
8. It is assumed that the subject property is in compliance with all applicable zoning and land use regulations, unless a nonconformity has been stated, defined and considered in the appraisal report.
9. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within the report.

EXTRAORDINARY ASSUMPTION:

The interior of Units B and E of the subject property were inspected and photographed by the appraisers. The exterior of all units were inspected. Property management assured us that the remaining units A, C and D were identical in interior finish and condition to Unit B, and were occupied, so we were unable to view their interiors. We assume this is correct, and reserve the option to revise the analysis if interior finish and conditions are different.

GENERAL LIMITING CONDITIONS:

1. This is an Appraisal Report consistent with the reporting requirements set forth under 2018 edition of the *Uniform Standards of Professional Appraisal Practice*. As such, it includes appropriate discussions of the data, reasoning, and analyses. Some supporting data and documentation used in the appraisal process to develop the appraisers' opinion of value is retained in the appraisal file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraisers are not responsible for unauthorized use of this report.
2. Appraisers are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraisers that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraisers' value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraisers' descriptions and resulting comments are the result of the routine observations made during the appraisal process.
3. The subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would otherwise restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
4. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
5. Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraisers' or firm's client, through advertising, solicitation materials, public relations, news, sales, or other media without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, or any reference to affiliation with any professional appraisal organization. Further, the appraisers or firm assume no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, the client shall make the party aware of all the assumptions and limiting conditions of the assignment.
6. The appraisers affixing their signatures to this appraisal report will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made thereof.
7. No environmental impact studies were either requested or made in conjunction with this appraisal, and the appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation.
8. The appraisers have not been supplied with a report of the subsoil conditions indicating the exact capacity of the subsoil. We do not have the benefit of subsoil test results of the properties and detection of possible soil defects would be beyond our realm of expertise. However, there appear to be no hidden or apparent conditions of the subject sites or subsoil structures which would render them more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
9. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Assumptions, Extraordinary Assumptions, General Limiting Conditions, and Hypothetical Conditions.
10. It is assumed that the market data for the comparable sales is the most recent, and there have been no auction attempts subsequent to the reported data.

HYPOTHETICAL CONDITIONS:

None.

CERTIFICATION OF VALUE:

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. We have not performed any services regarding the subject property in the last 3 years.
5. Our engagement in this assignment was not contingent upon developing or reporting pre-determined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* (USPAP).
8. Aleksandra Muldowney and Walter Humphrey inspected the property on February 15, 2019.
9. No one provided significant real property appraisal assistance to the persons signing this report.
10. The market value of subject property identified in this report, as of February 15, 2019, is:

\$3,580,000

HUMPHREY AND ASSOCIATES, INC.

Walter H. Humphrey

Digitally signed by Walter H. Humphrey
DN: cn=Walter H. Humphrey, o=Humphrey and Associates, Inc,
ou, email=bluechip25@aol.com, c=US
Date: 2019.03.11 12:34:21 -05'00'

Walter H. Humphrey
State-certified General Real Estate Appraiser RZ 1218 (FL)

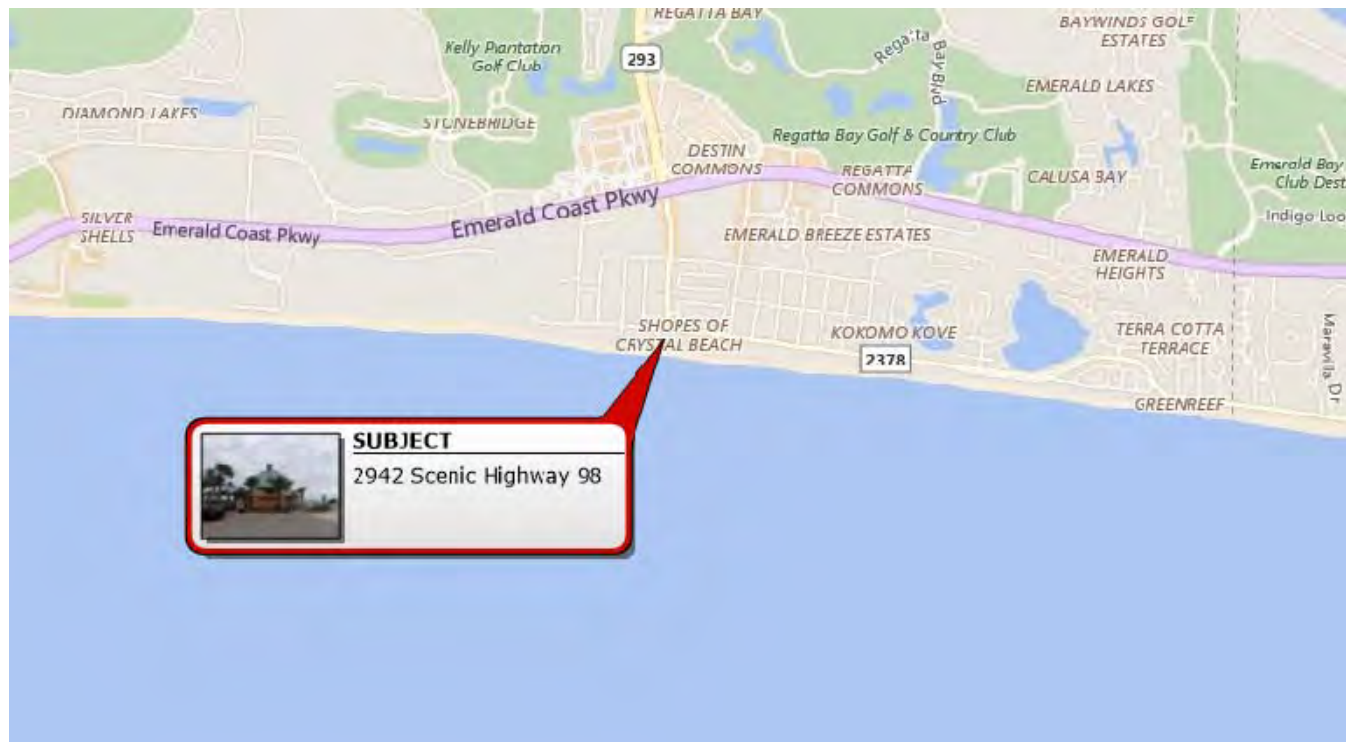


Aleksandra Muldowney
State-certified General Real Estate Appraiser RZ 3535 (FL)

DESCRIPTION OF REAL ESTATE APPRAISED

SITE The subject property is located at 2942 Scenic Highway 98, in the eastern Destin area, Okaloosa County, Florida.

LOCATION MAP



Ownership: The owner of the property according to public records is:

Emerald LTA-2 Inc.
4471 Legendary Dr
Destin, FL 32541

Location

Description: The subject property is at 2942 Scenic Highway 98, just south of Hutchison St, fronting the Gulf of Mexico, west of the Walton County line, and east of the Henderson Beach, Okaloosa County, Florida. Located in the midst of other gulf-fronting residential properties, the tract appears to be gently sloping to the south.

Size/Shape: The subject consists of 1 parent tract and 5 rectangularly-shaped townhouse pads. Parent tract is 0.33± acres.

Wetlands: No wetlands were noted at the time of inspection.

Excess Land: None.

Easements

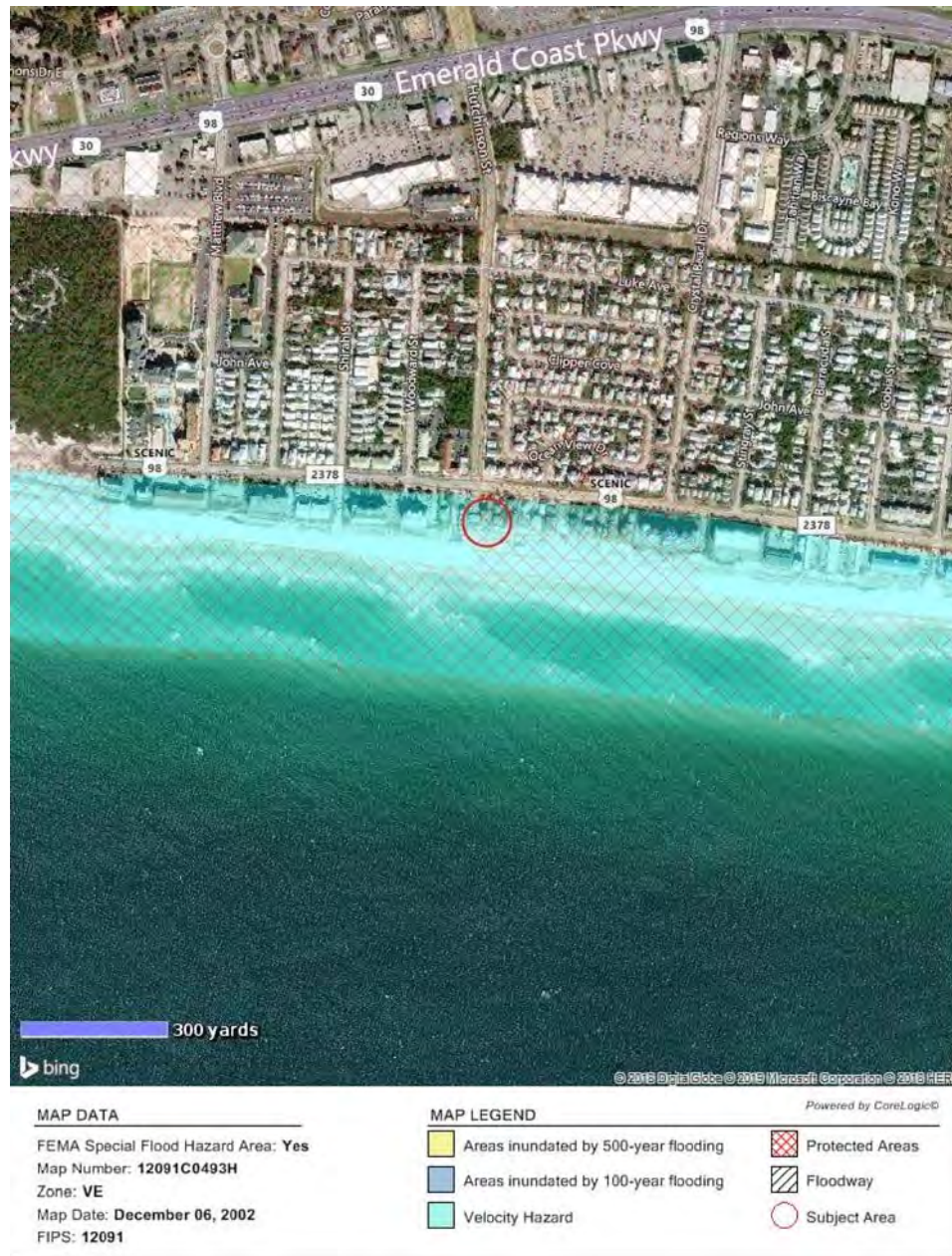
Encroachment: We assume that easements may exist. The existence or nonexistence of encroachments or easements should be confirmed by a Florida licensed surveyor. This appraisal assumes no encroachment or easements that would adversely affect the value of the subject property.

Ingress/Egress: Access to the subject property is direct from paved Scenic Highway 98 in Destin, Florida. Access is considered average.

Flood Risk:

FLOOD MAP

FEMA Map Panel	Map Area	Dated	Flood Zone
12091C 0493H	Okaloosa County	December 06, 2002	"VE"



**From the FEMA
Web Site:**

“A 100-year flood is a flood that has a 1-percent chance of being equaled or exceeded in any given year. A base flood may also be referred to as a 100-year storm and the area inundated during the base flood is sometimes called the 100-year flood plain.

The term "100-year flood" is misleading. It is not the flood that will occur once every 100 years. Rather, it is the flood elevation that has a 1- percent chance of being equaled or exceeded each year. Thus, the 100-year flood could occur more than once in a relatively short period of time. The 100-year flood, which is the standard used by most Federal and state agencies, is used by the National Flood

Insurance Program (NFIP) as the standard for flood plain management and to determine the need for flood insurance. A structure located within a special flood hazard area shown on an NFIP map has a 26 percent chance of suffering flood damage during the term of a 30-year mortgage.

Zones B, C, and X are the flood insurance rate zones that correspond to areas outside the 100-year flood plains, areas of 100-year sheet flow flooding where average depths are less than 1 foot, areas of 100-year stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 100-year flood by levees. No BFEs or depths are shown within this zone."

The unshaded Zone "X" on the map applicable to the subject is further identified as "Areas determined to be outside the 500-year flood plain."

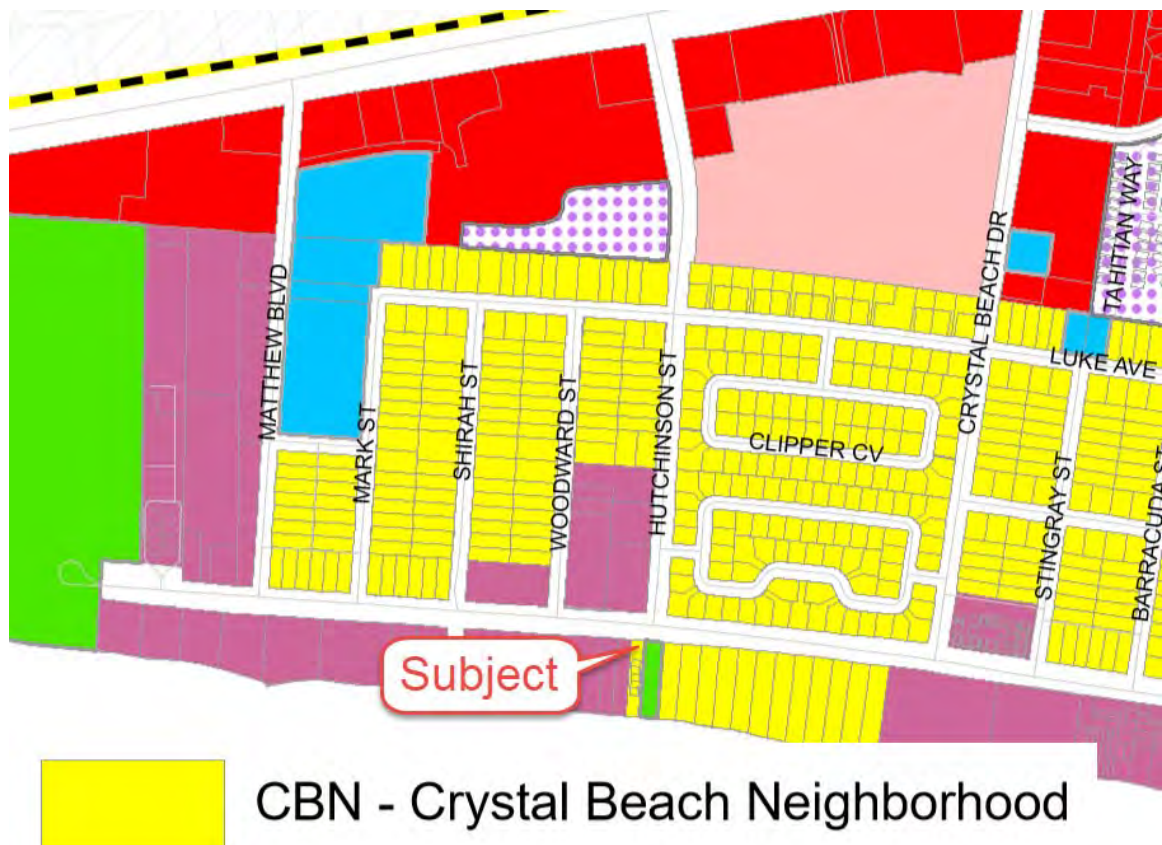
Zone VE is the flood insurance rate zone that corresponds to the 100-year coastal flood plains that have additional hazards associated with storm waves. BFEs derived from the detailed hydraulic analyses are shown at selected intervals within this zone. Mandatory flood insurance purchase requirements apply.

Zones AE and A1-A30 are the flood insurance rate zones that correspond to the 100-year flood plains that are determined in the Flood Insurance Study by detailed methods. In most instances, Base Flood Elevations derived from the detailed hydraulic analyses are shown at selected intervals within this zone. Mandatory flood insurance purchase requirements apply."

COBRA - Coastal Barrier Resource Act. No Federally funded flood insurance in places marked \\\ on flood maps."

Zoning:

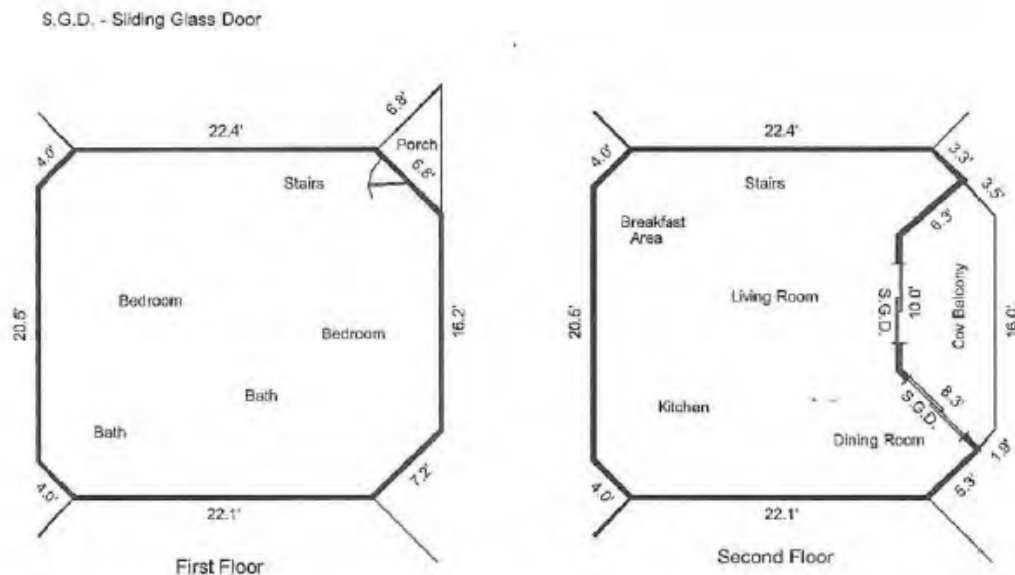
The Zoning is CBN - Crystal Beach Neighborhood per City of Destin, Florida.



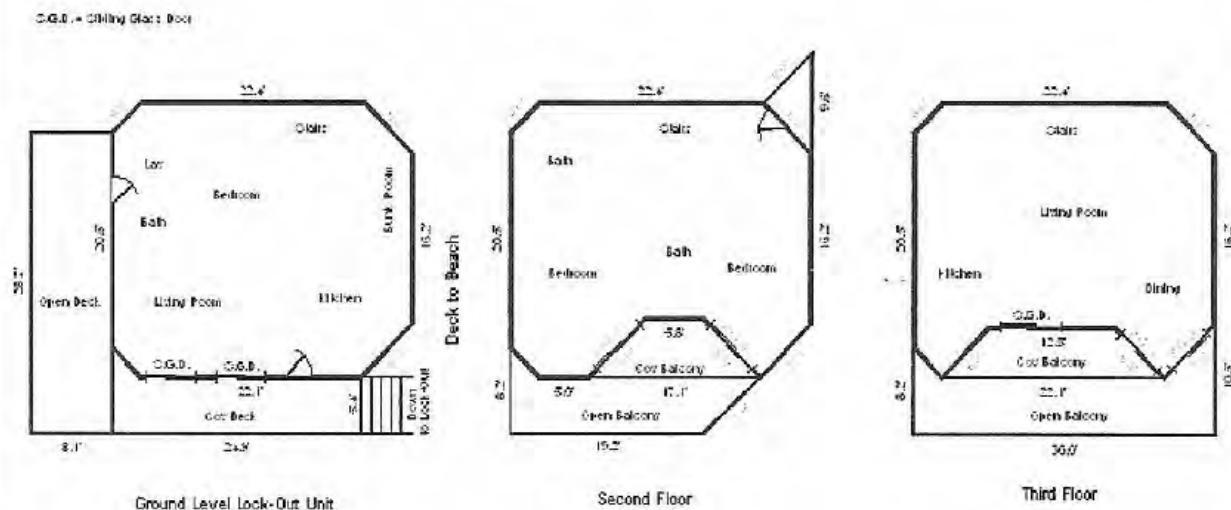
IMPROVEMENTS:

The subject property is 5 gulf-fronting townhouses: 4 units (A-D) have 1,391 SF, 2 bedrooms, and 2.5 baths; the waterfront unit E has 2,111 SF, 3-bedroom, 3 full and 1-half-bath. The building is wood frame construction with Hardiplank siding and metal roofs, built in 1984, completely remodeled in 2013, of above the average quality of construction. Interior walls are sheet rock, flooring is carpet and tile. Interior upgrades include ceiling fans, stainless steel appliances, crown molding. Units A-D have east and west gulf views.

A-D UNIT FLOOR PLAN



UNIT E FLOOR PLAN



**Assessed Value and
Ad Valorem Taxes:**

The tax identification numbers, gross tax amounts due, and assessed values for year 2018 are in the table below. Assessments and taxes appear to have no effect on market value.

Tax Identification Number	Assessed Value	Gross Tax/Assessment Due
00-2S-22-0590-0000-00A0	\$292,143	\$3,751.27
00-2S-22-0590-0000-00B0	\$292,143	\$3,751.27
00-2S-22-0590-0000-00C0	\$301,893	\$3,876.49
00-2S-22-0590-0000-00D0	\$311,643	\$4,001.67
00-2S-22-0590-0000-00E0	\$381,583	\$4,899.75
Total:	\$1,579,405	\$20,280.45

History:

The subject property was in the ownership of Emerald LTA-2, Inc., after it was transferred via a Warranty Deed on 04/07/2006 for a consideration of \$985,800 as per ORB/P: 2700/4297 - not arms-length transaction. Previous transaction was for \$480,000 on 11/08/1996 via Warranty Deed as per ORB/P: 2034/1028 - arms-length transaction. No other transactions were recorded for this property within last 10 years. The property has been completely remodeled in 2013.

Currently the subject is listed for sale for \$3,650,000 in ECAR MLS № 791234 with 404 DOM. Listing started at \$3,900,000. Listing price is slightly above the market price.

Current Use:

The subject property is currently weekly rental gulf-front property.

Adjacent Uses:

Adjacent and nearby uses are residential properties.

CITY OF DESTIN

Overview: The City of Destin has grown from a small fishing village to a city with the highest concentration of growth in the regional area. Fishing and tourism, both predominant industries in the city, have fueled growth in the area by attracting tourists from across the southeast United States. Residential condominium sales in the area were brisk through 2006.

The city's founder was Leonard Destin, who came to Destin from New London, Connecticut to settle in 1845. A fisherman by trade, Mr. Destin is credited for starting the fishing fleet that today numbers a combined 80 charter and party boats. The Destin East Pass is the only access to the Gulf of Mexico between Pensacola and Panama City and deep fishing water is closer to Destin, about 10 miles offshore, than any other land point in northwest Florida.

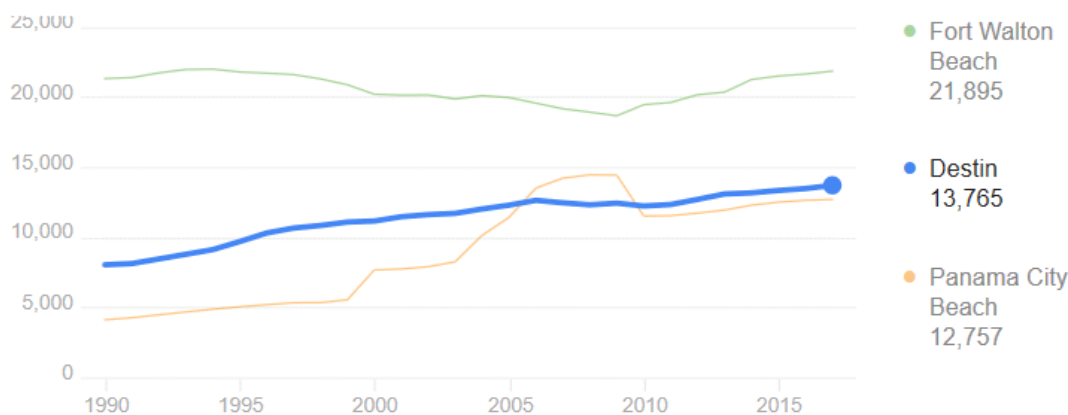
Government: Destin had grown rapidly in the late 1970 through the early 1980's time frame. It has been governed previously by Okaloosa County. The residents of the Destin voted to incorporate as a city in 1984 and on November 9, 1984, the city of Destin was incorporated as a municipality with a mayor and city council form of government. The operational management of the municipality is performed by a city manager and the council meetings are on the 1st and 3rd Mondays of each month.

The City has grown in both staff and physical facilities. Recent expanded services have focused on the needs of the service departments, recreation, and the library.

Population: (2017 Data)

Destin / Population

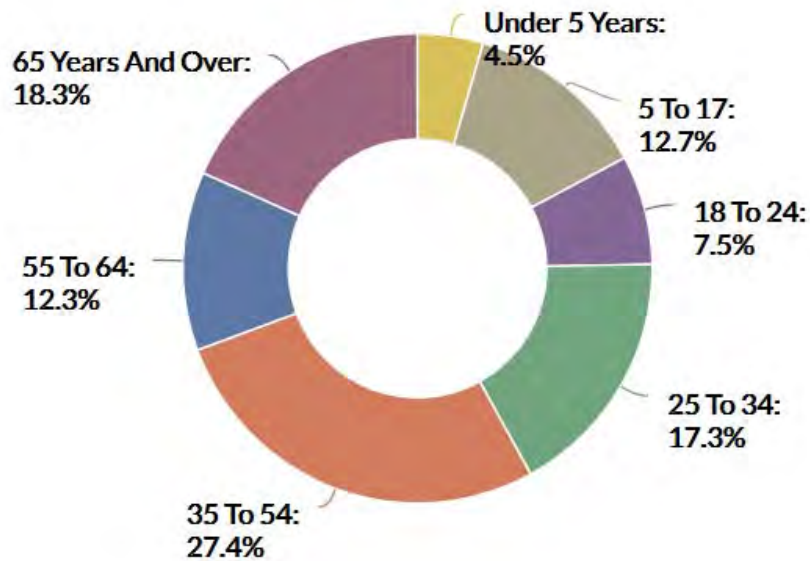
13,765 (2017)



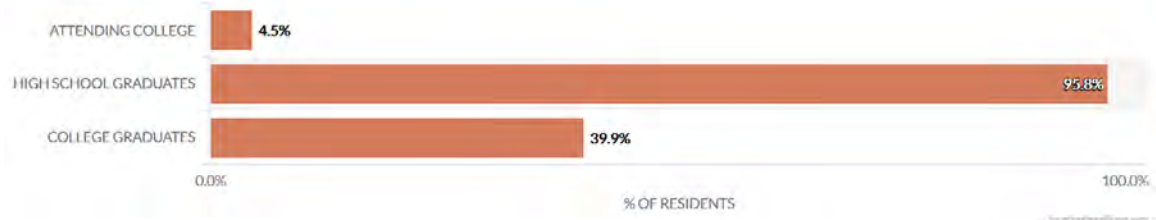
 [Explore more](#)

Sources include: United States Census Bureau

[Feedback](#)

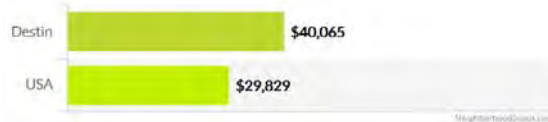


EDUCATIONAL ATTAINMENT OF ADULTS



INCOME

PER CAPITA INCOME

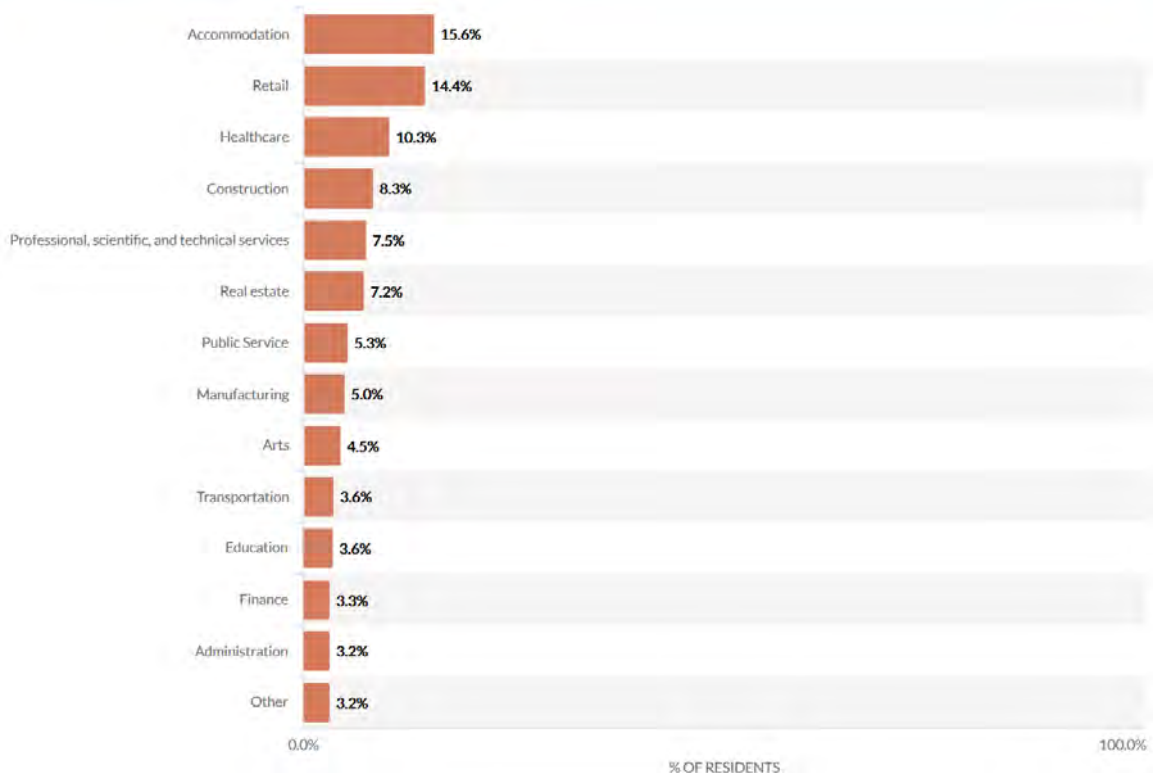


MEDIAN HOUSEHOLD INCOME

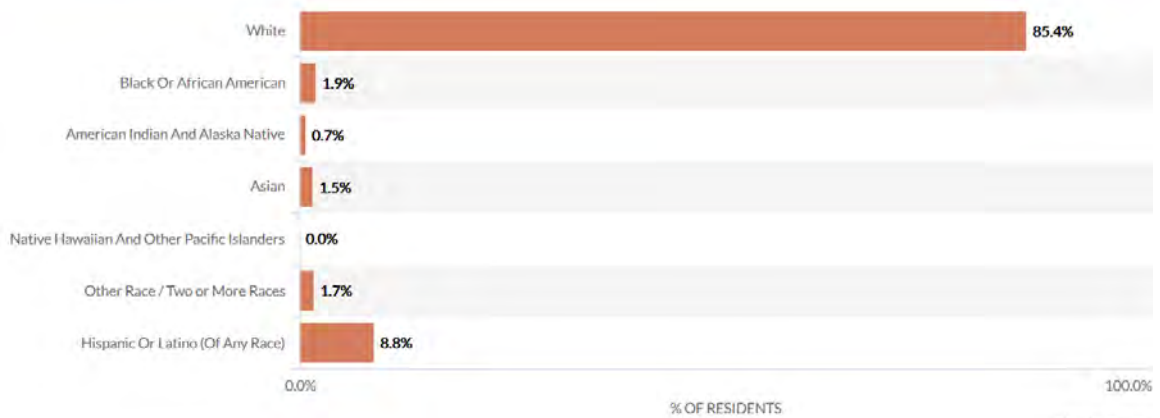


INDIVIDUALS BELOW POVERTY LEVEL:
6.6%

EMPLOYMENT INDUSTRIES IN DESTIN



RACE & ETHNIC DIVERSITY



Commercial

Activity: Destin is known throughout the southeast as a spring and summer vacation destination, and its beaches, fishing, shopping, dining, and other activities have attracted more tourists each year. Tourism has and continues to be the driving economic force behind the continued growth in Destin. Other dominant commercial activity includes real estate, construction, restaurants, and retail sales. Retail sales in the Destin area have improved dramatically with the success of the Silver Sands Factory Outlet Malls, located in south Walton County. The area east of Destin to the Sandestin Resort property has grown faster than any other commercial areas in the panhandle. Major new retailing facilities have been completed with additional space available.

Prior to the economic slowdown and the BP oil spill, workforce officials cited a worker shortage as the primary concern of local employers. Explosive growth of the hospitality and service industries, low wages and seasonal swings in business contributed to high employee turnover. Some employers offered sign on bonuses to restaurant workers.

Mid-Bay Bridge

Impact: The Mid-Bay Bridge, opened in October 1993, extends across Choctawhatchee Bay from White Point, near Niceville, southerly to the north side of Highway 98 near Crystal Beach. The bridge provided quicker access from origination points north of the bay to Destin and the southeast Walton County area. Before the bridge, persons living in Niceville, Choctaw Beach, Villa Tasso, Basin Bayou, and other small communities north of the bay were required to either access the area through Valparaiso, Shalimar, Fort Walton Beach, and Destin or by going east to Freeport and taking Highway 331 south to Highway 98 at Santa Rosa Beach and traveling west.

The bridge has also meant a quicker access to the subject area by tourists arriving from north of the area. For example, Alabama tourists previously took Highway 331 from Montgomery down to Freeport, crossed the bay, then traveled west to Destin. The bridge offers alternate routing via Highway 20 from Highway 331, or via Highway 85 and the limited access toll road to the Mid-Bay Bridge.

The Mid-Bay Bridge is a toll bridge with each trip across costing \$4.00 for two axle vehicles. The toll collecting process has been automated with a Sun Pass drive-by system in place. Total revenue from the tolls for the Mid-Bay Bridge have consistently been ahead of projections and needs. Widening and alternate access on the north end of the bridge is completed.

There were some repairs made at the end of 2018 when the bridge was closed for traffic for a week.

Public Schools: Destin Elementary School, the only elementary school in Destin as of the report date, had approximately 750 students in grades K-5. The current Destin Elementary School site has about 20 acres on the corner of Kelly Street and Beach Drive. Destin Middle School was built on the east side of Danny Wuerffel Way (Mid Bay Bridge Road) in 1997-1998. Enrollment has continued to increase for students in grades 6-8. About 100 personnel are employed in these schools.

Visions 2000: Visions 2000 was a program within the City of Destin to beautify and improve the city in conjunction with the city's comprehensive land use plan. Consultants met with citizens of the city in public workshops and stated the objectives they wished to accomplish before the year 2000. The plan included researching options for solving many of the city's problems including traffic, growth management, beach access, and beautification. Airport Road has been targeted as a possible test area for improvement including angle parking, underground utilities, and green space, but the approximate cost of the proposed improvements has not been quantified and the city is in the early stages of planning. Another component of the Visions 2000 plan involved the possibility of creating another east/west traffic route through Destin that would extend from Azalea Drive through Emerald Coast Parkway roughly along the Gulf Power easement.

HIGHEST AND BEST USE, "AS IF VACANT"

Overview: The highest and best use recognizes the most probable uses for the subject property to be residential use, "as is" given the current market demand for residential properties in the market area, particularly in the Okaloosa County, Florida area.

Legally

Permissible: The subject property has a future land use of Crystal Beach Neighborhood (CBN) by the City of Destin, Florida. This allows attached residential dwellings.

Physically

Possible: The subject property is at road grade. Soil and subsoil conditions appear to be compatible for a residential use. All utilities needed for residential use are presently at the site. The size, and dimensions of the site are sufficient to allow a wide variety of legally permissible uses. The shape of the site is almost rectangular, and does not limit utility. Transportation of construction materials or labor to the site is considered to be relatively simple due to the central location of the site within the overall market. Access to the site is average.

However, all legal uses are physically possible to some extent.

Financially

Feasible: Demand for residential properties remains stable in the Destin market area. The property would be feasible as a residential gulf-front property.

Use of the property as a residential gulf-front property is considered to be a financially feasible use.

Maximally

Productive: Residential use will almost certainly bring the highest net return to the land. This site is located in the Destin Crystal Beach market area.

Therefore, residential use is estimated to be the maximally productive use of the subject land.

CONCLUSION OF HIGHEST AND BEST USE, "AS IS"

Use as a residential gulf-front property provides a higher return to the underlying land than any other use analyzed.

HIGHEST AND BEST USE, "AS IS"

Overview: The highest and best use recognizes the most probable uses for the subject property to be attached single-family residential use, "as is" given the current market demand for residential properties in the market area, particularly in the Okaloosa County, Florida area.

Legally

Permissible: The subject property has a future land use of Crystal Beach Neighborhood (CBN) by the City of Destin, Florida. Continued existing use is legally permissible.

Physically

Possible: The subject property is five existing townhouse units arranged perpendicular to the beach. However, each unit has both east and west gulf views. Sizes are consistent with the low end of the market segment.

Continued existing uses are physically possible.

Financially

Feasible: Demand for residential properties has picked up in the Destin market area. The property appears to have an extended remaining economic use with high demand for rental while the unit values increase.

Continued use of the property as an attached single-family property is considered to be a financially feasible use.

Maximally

Productive: Continued attached single-family residential use will almost certainly bring the highest net return to the land.

Therefore, continued attached single-family residential use is estimated to be the maximally productive use of the subject land.

CONCLUSION OF HIGHEST AND BEST USE, "AS IS"

Continued attached single-family residential use provides a higher return to the underlying land than any other use analyzed.

METHODOLOGY

Methodology: Site valuation via Sales Comparison Analysis involves direct comparisons of the subject property to similar properties that have sold in the marketplace to derive a comparative value indication for the subject property "as if vacant," as of the effective date of value. This approach is also called the "direct sales comparison approach," or the "market approach," and tends to be the most reliable approach for estimating the value of vacant land or sites available for development. Other methods of estimating the value of land are available. Allocation, extraction, land residual, ground rent capitalization, and discounted cash flow analysis are all recognized as reasonable methods. However, sales comparison analysis is employed most often by market participants to derive pricing decisions in the local market area. Therefore, we employ this method exclusively.

The cost approach is a reliable methodology for new or nearly new buildings. We estimate the replacement cost or reproduction cost of the existing or proposed improvements and site improvements (including direct and indirect costs as well as an appropriate developer profit), deducting accrued depreciation from physical, functional, and external sources from the total replacement or reproduction cost new. The depreciated replacement or reproduction cost of the improvements is added to the value of the site resulting in a value indication of the fee simple interest in the property.

The sales comparison approach is based on the "Principle of Substitution" which indicates that an informed purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property with the same or similar utility. This approach is applicable when an active market provides sufficient quantities of reliable data which can be verified from authoritative sources. The Sales Comparison Approach is reliable in an active market or if an estimate of value is related to properties for which there are comparable sales available. This approach to value is also pertinent when sales data can be verified with the principals to the transaction. Heavy emphasis is usually placed on this approach to value in an active market.

The income approach is recognized as a reliable approach for estimating the value of "income producing" property to an investor. The income approach consists of methods, techniques, and mathematical procedures that an appraiser uses to analyze a property's capacity to generate income and convert that income into an indication of present value either by capitalizing the current income at a market capitalization rate or discounting the future cash flows into a present value estimate using an appropriate yield (discount) rate. The appraisal process emulates the market, and the most probable buyer would be an investor or prospective owner occupant. Two techniques associated with the income approach are direct capitalization and discounted cash flow analysis.

Methodology employed and explanation of the exclusion of any of the three approaches to value

The sales comparison analysis was employed to develop an opinion of value of the subject as of February 15, 2019. We have employed 3 residential townhomes, all located on gulf-front lots.

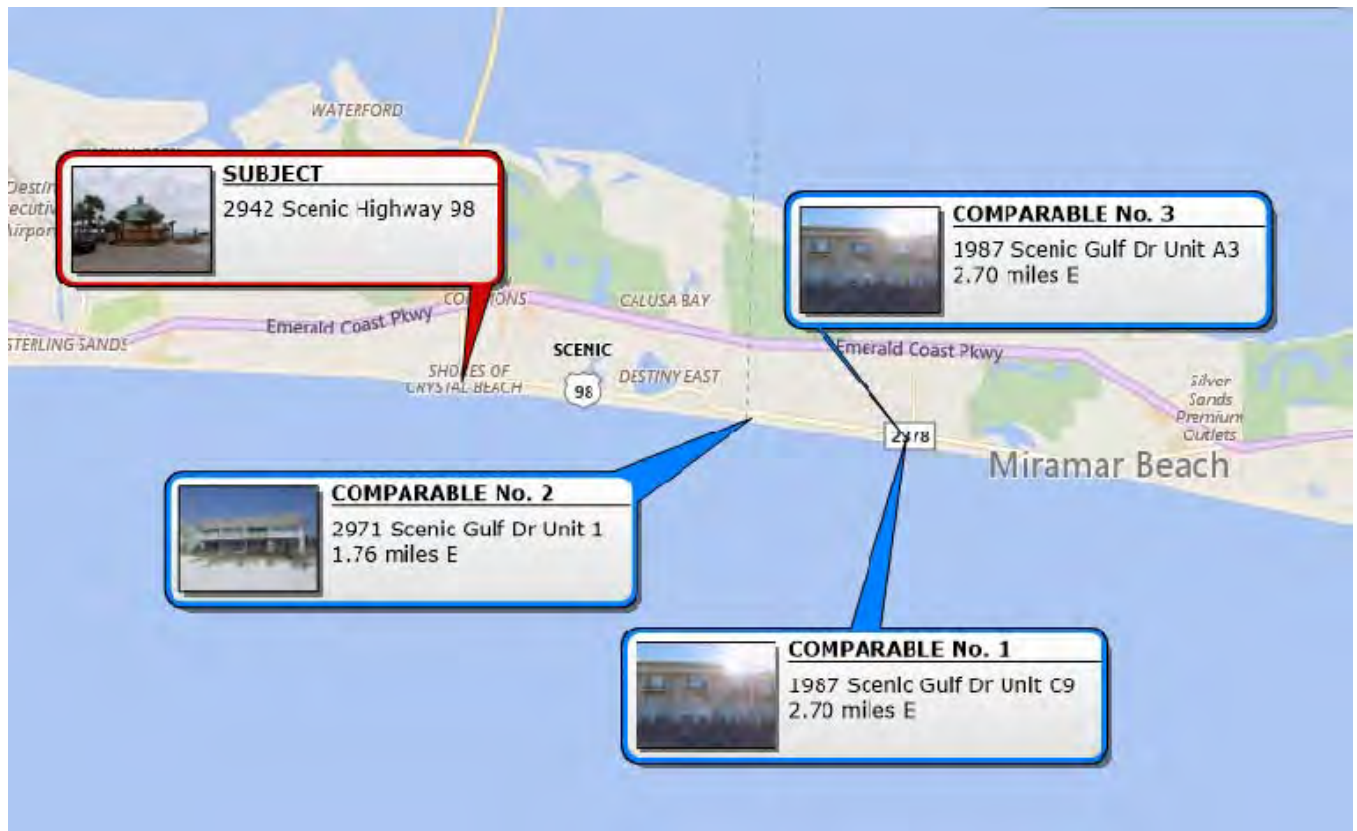
The cost approach was not employed due to large amount of depreciation.

Even though the subject is currently rented, after observation of the cash flow for comparable properties, it does not appear to be profitable to use the subject units as rental properties. Rental income may serve to offset some of the major expenses as repairs, taxes, or insurance. Therefore, income approach has not been developed, as it would not be considered to be a credible opinion of market value.

COMPARABLE IMPROVED SALES SUMMARY TABLE

No	Location	Sale Date	Price	Size in SF	Price/ SF
1.	1987 Scenic Highway 98 C9	08/11/2017	\$550,000	1,200	\$458
2.	2971 Scenic Highway 98 Unit 1	03/01/2018	\$700,000	1,450	\$483
3.	1987 Scenic Highway 98 Unit A3	11/16/2018	\$795,000	1,200	\$663

COMPARABLE IMPROVED SALES LOCATION MAP



Improved Sale № 1



Property Identification

Record ID

Property Type

Address

Location

Tax ID

Gulf-Front Townhouse Unit

1987 Scenic Highway 98, Unit C9, Miramar Beach, Walton County, FL 32550

Costa De Sol T/H

30-2S-21-42300-000-0C09

Sale Data

Grantor

Grantee

Sale Date

Deed Book/Page

Property Rights

Conditions of Sale

Financing

Sale History

Verification

Sale Price

Taylor, Ricky W. & Sears, Doug

Golden, James P. & Judy A.

08/11/2017

3051/230

Fee Simple

Arms-length

Conventional Loan

None with 1 year prior to this transaction

MLS №: 773877; Carole Pleasants; 850-654-9033, Public Records, Other sources:

Personal Inspection, Confirmed by Aleksandra Muldowney

\$550,000

Land Size Information

Gross Land Size

3,254 SF

Improvements

Gross Size

Net Size

Construction

Roof

Year Built

Bedroom/ Baths

Garage

Stories

Other Buildings

1,200 SF

1,200 SF

Wood Frame, Stucco Siding

Shingle Roof

1980

3/3.1

None

3

None

Improved Sale № 1 (Cont.)

Indicators

Sale Price/ Gross SF	\$458.33
Sale Price/ Net SF	\$458.33

Remarks

This is a sale of a gulf-fronting townhouse property. The property is 1,220-SF wood frame, stucco siding 3-story dwelling, built in 1980.

Improved Sale № 2



Property Identification

Record ID

Property Type

Address

Location

Tax ID

Gulf-front Townhouse

2971 Scenic Highway 98, Unit 1, Miramar Beach, Walton County, FL 32459

Quiet Surf 2

30-2S-21-42400-000-0010

Sale Data

Grantor

Grantee

Sale Date

Property Rights

Conditions of Sale

Financing

Sale History

Verification

Sale Price

Burns, Dennis K. & Cole, Cindy

Clare Taylor, LLC

3066/4845

Fee Simple

Arms-length

Cash to Seller

Transaction for \$445,000 on 11/23/2015 as per ORB/P: 2995/4821 - arms-length

MLS №:790395; Cindy Cole; 850-502-6344, Public Records, Other sources:

Personal Inspection, Confirmed by Aleksandra Muldowney

\$700,000

Land Size Information

Gross Land Size

1,173 SF

Improvements

Gross Size

Net Size

Construction

Roof

Year Built

Bedroom/ Baths

Garage

Stories

1,450 SF

1,450 SF

Wood Frame, Hardy Plank Siding

Dimensional Shingle

1980

2/ 2.1

None

2

Indicators

Sale Price/ Gross SF

Sale Price/ Net SF

\$482.76

\$482.76

Remarks

This is a sale of a gulf-front townhouse. The property is 1,450-SF wood frame, hardy plank siding 2-story dwelling, built in 1980. The property has been completely remodeled.

Improved Sale № 3



Property Identification

Record ID	
Property Type	Gulf-Front Single-Family Dwelling Property
Address	1987 Scenic Highway 98, Unit A3, Miramar Beach, Walton County, FL 32550
Location	Cost Del Sol
Tax ID	30-2S-21-42300-000-0A03

Sale Data

Grantor	Muench, Bradley A. & Patricia M.
Grantee	Carruth, Michael
Sale Date	11/16/2018
Deed Book/Page	3090/2875
Property Rights	Fee Simple
Conditions of Sale	Arms-length
Financing	Conventional Loan
Sale History	None within 1 year prior to this transaction
Verification	MLS №: 806699; Spears Group; 850-231-6052, Public Records, Other sources: Personal Inspection, Confirmed by Aleksandra Muldowney
Sale Price	\$795,000

Land Size Information

Gross Land Size	3,270 SF
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Improvements

Gross Size	1,200 SF
Net Size	1,200 SF
Construction	Wood Frame, Stucco Siding
Roof	Metal Roof
Year Built	1980
Bedroom/ Baths	3/ 3.1
Garage	None
Stories	3

Indicators

Sale Price/ Gross SF	\$662.50
Sale Price/ Net SF	\$662.50

Improved Sale № 3 (Cont.)

Remarks

This is a sale of a gulf-front single-family townhouse. The house is 1,200-SF of heated and cooled area, wood frame, stucco siding 3-story dwelling, built in 1980.

COMPARATIVE QUALITATIVE GRID

Type of Sale		Location	Improvement Size, Net SF	Quality of Construction			Upgrades	Conditions of Improvements	Comparable to the Subject
Sale 1	1987 Scenic Gulf Drive C9	Miramar Beach	1200	Similar	Above Average	Similar	Average	Average	Similar
Sale 1	2971 Scenic Gulf Drive Unit 1	Miramar Beach	1450	Superior	Above Average	Similar	Superior	Similar	Superior
Sale 3	1987 Scenic Gulf Drive Unit A3	Miramar Beach	1200	Inferior	Above Average	Similar	Superior	Similar	Superior

Market data is not adequate to derive reliable adjustment factors for differences between the comparable sales and the subject units. Our conclusions are based on observations of market trends and preferences.

The sales comparison analysis indicated a range of value for the subject between \$550,000 and \$795,000 per property with a range of \$458 to \$663 per SF with weighted average at \$535/ SF. The subject falls right in the lower end of the range while considering all major differences between levels of upgrades and location regarding the gulf frontage. The gulf fronting unit is the most valuable due to its size, unobstructed views and access, with the remaining units gradually reducing in price per SF as a function of distance from the beach.

	Size, GLA, SF	Price per SF	Value
Unit A	1,391	\$460	\$639,860
Unit B	1,391	\$463	\$644,033
Unit C	1,391	\$466	\$648,206
Unit D	1,391	\$469	\$652,379
Unit E	2,111	\$472	\$996,392
			\$3,580,870
	Rounded to:		\$3,581,000

RECONCILIATION

The quantity and quality of data is more than sufficient to derive a reliable indication of value for the subject. With all comparable sales given equal weight, we concluded the sum of initial values for the subject to be \$3,581,000.

A hypothetical bulk sale of five units deserves consideration of whether a bulk discount applies to the sum of the indicated values. We recognize that a discount might be appropriate because of the size of the transaction per economy of scale. We also recognize that a positive increment of value accrues to the party that owns all of the units (and their common area). In the final analysis, it is our opinion that these factors are offsetting.

We recognize that the market tends to deal in round numbers. The final opinion of value is rounded to \$3,580,000.

FINAL VALUE OPINION

Subject to the above and the assumptions, limiting conditions, and certification set forth herein, it is our professional opinion that the market value of the fee simple interest in the subject property, "as is," as of February 15, 2019, is:

THREE MILLION FIVE HUNDRED EIGHTY THOUSAND DOLLARS

\$3,580,000

Exposure Time

The exposure time linked to the final current value opinion is a range of 6 to 9 months based on market sales of similar properties and current market activity.

A D D E N D A

Subject Photographs

Okaloosa County Property Appraiser Data

Tax Records

Deeds

Qualifications of the Appraisers

Subject Photos

Borrower	None					
Property Address	2942 Scenic Highway 98					
City	Destin	County	Okaloosa	State	FL	Zip Code 32541
Lender/Client	City of Destin					



Front View



Rear View



Street View



Street View



Unit A



Side View



Side View



Unit A



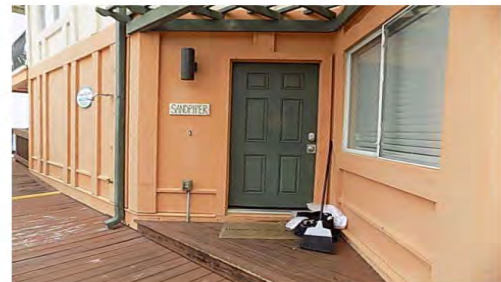
Unit B



Unit C



Unit D



Unit E



Rear View



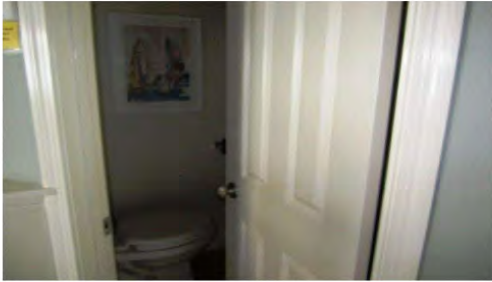
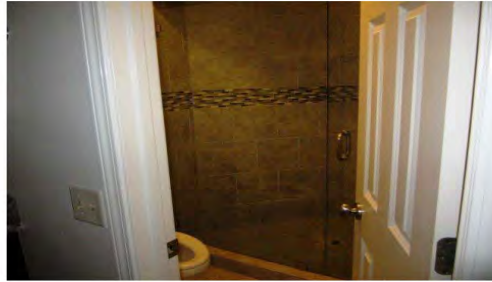
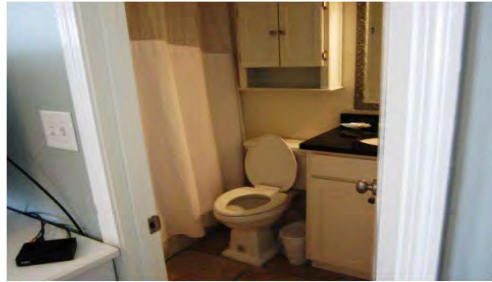
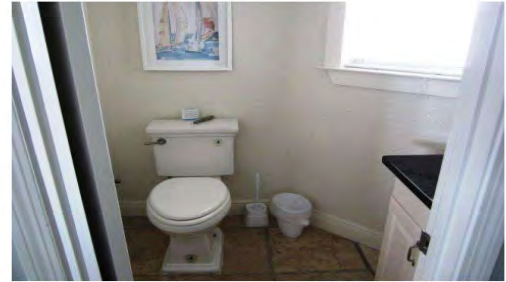
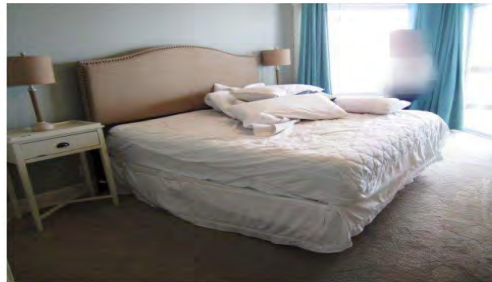
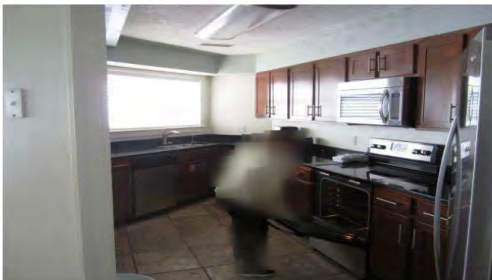
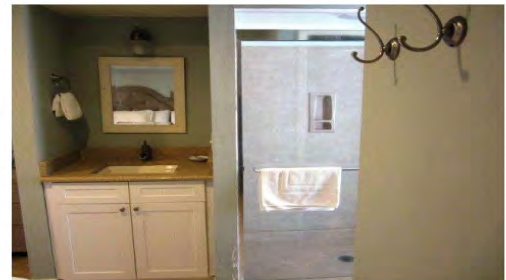
Unit E (Lock-Out Unit)



Rear View

Subject Photos

Borrower	None				
Property Address	2942 Scenic Highway 98				
City	Destin	County	Okaloosa	State	FL
Lender/Client	City of Destin	Zip Code	32541		

**Unit B Living Room****Unit B Dining Area****Unit B Kitchen****Unit B Bath 1****Unit B Bath 2****Unit B Bath 2****Unit E Balcony****Unit E Bath****Unit E Bath****Unit E Bedroom 1****Unit E Bedroom 2****View from the Balcony****Unit E Kitchen****Unit E Living Room****Unit E**

CR 2378



Okaloosa County Appraiser			
Parcel: 00-2S-22-0590-0000-00CA Acres: 0			
Name:	EMERALD LTA-2 INC	Land Value:	0
Site:		Building Value:	0
Sale:		Misc Value:	0
Mail:	4100 LEGENDARY DR, STE 200 DESTIN, FL 32541	Just Value:	0
		Assessed Value	0
		Exempt Value	0
		Taxable Value	0



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Date printed: 03/10/19 : 16:19:57

Okaloosa County

Property Appraiser

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Owner and Parcel Information

Owner Name	EMERALD LTA-2 INC	Today's Date	March 10, 2019
Mailing Address	4471 LEGENDARY DR ATTN: TRACIE BLOCKER	Parcel Number	00-2S-22-0590-0000-00A0
	DESTIN, FL 32541-0000	Tax District	DESTIN (District 10)
Location Address	2942 OLD HWY 98 E DESTIN	2018 Millage Rates	12.8406
Property Usage	SFR/TOWNHO (000109)	Acreage	0
Section Township Range	00-2S-22	Homestead	N
Business Name			

Show Parcel Maps

Value Information

	2017 Certified Values	2018 Certified Values
Building Value	\$88,168	\$97,143
Extra Feature Value	\$0	\$0
Land Value	\$195,000	\$195,000
Land Agricultural Value	\$0	\$0
Agricultural (Market) Value	\$0	\$0
Just (Market) Value*	\$283,168	\$292,143
Assessed Value	\$283,168	\$292,143
Exempt Value	\$0	\$0
Taxable Value	\$283,168	\$292,143

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Tax Information

Legal Information

CRYSTAL PORT UNIT A

The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.

Building Information

Type	Total Area	Heated Area	Exterior Wall	Roof Cover	Interior Wall	Flooring
TOWNHOME	1,560	1,475	CEDAR/RDWD	ARCT METAL	DRYWL/PAPR	CLAY/CERMC / CARPET
Heating Type	A/C Type	Baths	Bedrooms	Stories	Actual Year Built	Effective Year Built
AIR DUCTED	CENTRAL	2.5	2	2	1984	1984

Show Building Sketch

Extra Features Data

Description	Number of Items	Unit Length x Width x Height	Units	Effective Year Built
No records associated with this parcel.				

Land Information

LAND USE	NUMBER OF UNITS	UNIT TYPE	Frontage	Depth
SFR/TWNHSE	1	UT	0	0

Sale Information

Multi-Parcel Sale	Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
No	05-19-2006	\$ 820,000	Warranty Deed	2710	1800	Qualified	Improved	BALTON STEPHEN M	EMERALD LTA-2 INC
No	02-22-2002	\$ 225,000	Warranty Deed	2345	2681	Qualified	Improved	WILSON J D, BALTON STEPHEN, DAVIES WILLIAM	BALTON STEPHEN M
No	02-18-2000	\$ 33,500	Quit Claim Deed	2244	337	Unqualified	Improved	JACKSON JOSEPH T	WILSON J D, BALTON STEVEN, DAVIES WILLIAM AND
No	07-19-1999	\$ 33,500	Quit Claim Deed	219006	2601	Unqualified	Improved	WILSON J D & BALTON S M	WILSON J D, BALTON STEVEN, DAVIES WILLIAM AND
No	01-30-1998	\$ 240,000	Warranty Deed	2126	845	Qualified	Improved	DAVIES WILLIAM P & PEGGY R	WILSON JAY D & BALTON STEPHEN
No	01-01-1993	\$ 40,700	Quit Claim Deed	1731	1134	Unqualified	Improved		DAVIES WILLIAM P & PEGGY R
No	05-01-1984	\$ 127,500	Warranty Deed	1244	880	Qualified	Improved		

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Okaloosa County

Property Appraiser

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Owner and Parcel Information					
Owner Name	EMERALD LTA-2 INC		Today's Date	March 10, 2019	
Mailing Address	4471 LEGENDARY DR ATTN: TRACIE BLOCKER		Parcel Number	00-25-22-0590-0000-00B0	
	DESTIN, FL 32541-3731		Tax District	DESTIN (District 10)	
Location Address	2942 OLD HWY 98 E DESTIN		2018 Millage Rates	12.8406	
Property Usage	SFR/TOWNHO (000109)		Acreage	0	
Section Township Range	00-25-22		Homestead	N	
Business Name					

[Show Parcel Maps](#)

Value Information			Legal Information
	2017 Certified Values	2018 Certified Values	CRYSTAL PORT UNIT B The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.
Building Value	\$88,168	\$97,143	
Extra Feature Value	\$0	\$0	
Land Value	\$195,000	\$195,000	
Land Agricultural Value	\$0	\$0	
Agricultural (Market) Value	\$0	\$0	
Just (Market) Value*	\$283,168	\$292,143	
Assessed Value	\$283,168	\$292,143	
Exempt Value	\$0	\$0	
Taxable Value	\$283,168	\$292,143	
"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.			
Tax Information			

Building Information						
Type	Total Area	Heated Area	Exterior Wall	Roof Cover	Interior Wall	Flooring
TOWNHOME	1,560	1,475	CEDAR/RDWD	ARCT METAL	DRYWL/PAPR	CLAY/CERMC / CARPET
Heating Type	A/C Type	Baths	Bedrooms	Stories	Actual Year Built	Effective Year Built
AIR DUCTED	CENTRAL	2.5	2	2	1984	1984
Show Building Sketch						

Extra Features Data				
Description	Number of Items	Unit Length x Width x Height	Units	Effective Year Built
No records associated with this parcel.				

Land Information				
LAND USE	NUMBER OF UNITS	UNIT TYPE	Frontage	Depth
SFR/TWNHSE	1	UT	0	0

Sale Information									
Multi-Parcel Sale	Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
No	06-01-2006	\$ 830,000	Warranty Deed	2712	4298	Unqualified	Improved	PLYER ROBERT & SUZANNE & ANNE(WIDOW OF TRACY)	EMERALD LTA-2 INC
No	05-01-1984	\$ 127,500	Warranty Deed	1243	988	Qualified	Improved		PLYLER R E & SUZANNE &
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Property Appraiser

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Owner and Parcel Information					
Owner Name	EMERALD LTA-2 INC		Today's Date	March 10, 2019	
Mailing Address	4471 LEGENDARY DR ATTN: TRACIE BLOCKER		Parcel Number	00-25-22-0590-0000-00C0	
	DESTIN, FL 32541		Tax District	DESTIN (District 10)	
Location Address	2942 OLD HWY 98 E DESTIN		2018 Millage Rates	12.8406	
Property Usage	SFR/TOWNHO (000109)		Acreage	0	
Section Township Range	00-25-22		Homestead	N	
Business Name					

[Show Parcel Maps](#)

Value Information			Legal Information
	2017 Certified Values	2018 Certified Values	CRYSTAL PORT UNIT C The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.
Building Value	\$88,168	\$97,143	
Extra Feature Value	\$0	\$0	
Land Value	\$204,750	\$204,750	
Land Agricultural Value	\$0	\$0	
Agricultural (Market) Value	\$0	\$0	
Just (Market) Value*	\$292,918	\$301,893	
Assessed Value	\$292,918	\$301,893	
Exempt Value	\$0	\$0	
Taxable Value	\$292,918	\$301,893	
*Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.			
Tax Information			

Building Information						
Type	Total Area	Heated Area	Exterior Wall	Roof Cover	Interior Wall	Flooring
TOWNHOME	1,560	1,475	CEDAR/RDWD	ARCT METAL	DRYWL/PAPR	CARPET / HARDTILE
Heating Type	A/C Type	Baths	Bedrooms	Stories	Actual Year Built	Effective Year Built
AIR DUCTED	CENTRAL	2.5	2	2	1984	1984
Show Building Sketch						

Extra Features Data				
Description	Number of Items	Unit Length x Width x Height	Units	Effective Year Built
No records associated with this parcel.				

Land Information				
LAND USE	NUMBER OF UNITS	UNIT TYPE	Frontage	Depth
SFR/TWNHSE	1	UT	0	0

Sale Information									
Multi-Parcel Sale	Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
No	09-29-2006	\$ 900,000	Warranty Deed	2739	4771	Unqualified	Improved	SANDLIN L PATRICK	EMERALD LTA-2 INC
No	12-19-2002	\$ 100	Quit Claim Deed	2403	3062	Unqualified	Improved	SANDLIN JANE S	SANDLIN L PATRICK
No	05-01-1984	\$ 127,500	Warranty Deed	1244	891	Qualified	Improved		SANDLIN L PATRICK & JANE S
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Owner and Parcel Information					
Owner Name	EMERALD LTA-2		Today's Date	March 10, 2019	
Mailing Address	4471 LEGENDARY DR ATTN:TRACIE BLOCKER		Parcel Number	00-25-22-0590-0000-00D0	
	DESTIN, FL 32541-0000		Tax District	DESTIN (District 10)	
Location Address	2942 OLD HWY 98 E DESTIN		2018 Millage Rates	12.8406	
Property Usage	SFR/TOWNHO (000109)		Acreage	0	
Section Township Range	00-25-22		Homestead	N	
Business Name					

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Value Information			Legal Information
	2017 Certified Values	2018 Certified Values	CRYSTAL PORT UNIT D The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.
Building Value	\$88,168	\$97,143	
Extra Feature Value	\$0	\$0	
Land Value	\$214,500	\$214,500	
Land Agricultural Value	\$0	\$0	
Agricultural (Market) Value	\$0	\$0	
Just (Market) Value*	\$302,668	\$311,643	
Assessed Value	\$302,668	\$311,643	
Exempt Value	\$0	\$0	
Taxable Value	\$302,668	\$311,643	
*Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.			
Tax Information			

Building Information						
Type	Total Area	Heated Area	Exterior Wall	Roof Cover	Interior Wall	Flooring
TOWNHOME	1,560	1,475	CEDAR/RDWD	ARCT METAL	DRYWL/PAPR	CARPET / HARDTILE
Heating Type	A/C Type	Baths	Bedrooms	Stories	Actual Year Built	Effective Year Built
AIR DUCTED	CENTRAL	2.5	2	2	1984	1984
Show Building Sketch						

Extra Features Data				
Description	Number of Items	Unit Length x Width x Height	Units	Effective Year Built
No records associated with this parcel.				

Land Information				
LAND USE	NUMBER OF UNITS	UNIT TYPE	Frontage	Depth
SFR/TWNHSE	1	UT	0	0

Sale Information									
Multi-Parcel Sale	Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
No	05-22-2006	\$ 976,700	Warranty Deed	2711	171	Unqualified	Improved	FRANCISCO PATRICIA R DMD & MICHAEL C	EMERALD LTA-2
No	04-12-2000	\$ 305,000	Warranty Deed	2246	3202	Qualified	Improved	LSPI EXCHANGE CORP	FRANCISCO PATRICIA R DMD & MICHAEL C
No	02-22-2000	\$ 325,000	Warranty Deed	2246	3201	Unqualified	Improved	MUEHLBERGER GERALD & C A	LSPI EXCHANGE CORP
No	07-01-1990	\$ 125,000	Warranty Deed	1565	653	Qualified	Improved		MUEHLBERGER GERALD & C A
No	05-01-1984	\$ 100	Warranty Deed	1246	1224	Unqualified	Improved		
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Owner and Parcel Information					
Owner Name	EMERALD LTA-2 INC		Today's Date	March 10, 2019	
Mailing Address	4471 LEGANDARY ATTN: TRACIE BLOCKER		Parcel Number	00-2S-22-0590-0000-00E0	
	DESTIN, FL 32541-0000		Tax District	DESTIN (District 10)	
Location Address	2942 OLD HWY 98 E DESTIN		2018 Millage Rates	12.8406	
Property Usage	SFR/TOWNHO (000109)		Acreage	0	
Section Township Range	00-2S-22		Homestead	N	
Business Name					

[Show Parcel Maps](#)

Value Information			Legal Information
	2017 Certified Values	2018 Certified Values	CRYSTAL PORT UNIT E The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.
Building Value	\$125,099	\$137,833	
Extra Feature Value	\$0	\$0	
Land Value	\$243,750	\$243,750	
Land Agricultural Value	\$0	\$0	
Agricultural (Market) Value	\$0	\$0	
Just (Market) Value*	\$368,849	\$381,583	
Assessed Value	\$368,849	\$381,583	
Exempt Value	\$0	\$0	
Taxable Value	\$368,849	\$381,583	
*Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.			
Tax Information			

Building Information						
Type	Total Area	Heated Area	Exterior Wall	Roof Cover	Interior Wall	Flooring
TOWNHOME	2,162	2,162	CEDAR/RDWD	ARCT METAL	DRYWL/PAPR	CARPET / HARDTILE
Heating Type	A/C Type	Baths	Bedrooms	Stories	Actual Year Built	Effective Year Built
AIR DUCTED	CENTRAL	3	3	2	1984	1984
Show Building Sketch						

Extra Features Data				
Description	Number of Items	Unit Length x Width x Height	Units	Effective Year Built
No records associated with this parcel.				

Land Information				
LAND USE	NUMBER OF UNITS	UNIT TYPE	Frontage	Depth
SFR/TWNHSE	1	UT	0	0

Sale Information									
Multi-Parcel Sale	Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
No	04-07-2006	\$ 985,800	Warranty Deed	2700	4297	Unqualified	Improved	NELSON DAVID & F MARJORIE	EMERALD LTA-2 INC
No	11-08-1996	\$ 480,000	Warranty Deed	2034	1028	Qualified	Improved	BOYETTE WAYNE T	NELSON DAVID & F MARJORIE
No	01-01-1991	\$ 100	INDENTURE DEED	1589	188	Unqualified	Improved		BOYETTE WAYNE T
No	05-01-1984	\$ 100	Warranty Deed	1246	1225	Unqualified	Improved		
Sales In Area	Previous Parcel	Next Parcel	Field Definitions	Return to Main Search	Okaloosa Home				

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Okaloosa County

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Owner and Parcel Information

Owner Name	EMERALD LTA-2 INC	Today's Date	March 10, 2019
Mailing Address	4100 LEGENDARY DR, STE 200	Parcel Number	00-2S-22-0590-0000-00CA
	DESTIN, FL 32541	Tax District	DESTIN (District 10)
Location Address	.	2018 Millage Rates	12.8406
Property Usage	RES COMMON (000900)	Acreage	0
Section Township Range	00-2S-22	Homestead	N
Business Name			

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Value Information

	2017 Certified Values	2018 Certified Values
Building Value	\$0	\$0
Extra Feature Value	\$0	\$0
Land Value	\$0	\$0
Land Agricultural Value	\$0	\$0
Agricultural (Market) Value	\$0	\$0
Just (Market) Value*	\$0	\$0
Assessed Value	\$0	\$0
Exempt Value	\$0	\$0
Taxable Value	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

[Tax Information](#)

Legal Information

CRYSTAL PORT COMMON AREA

The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.

Building Information

No buildings associated with this parcel.

Extra Features Data

Description	Number of Items	Unit Length x Width x Height	Units	Effective Year Built
No records associated with this parcel.				

Land Information

LAND USE	NUMBER OF UNITS	UNIT TYPE	Frontage	Depth
COMM AREA	1	UT	0	0

Sale Information

Multi-Parcel Sale	Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
-------------------	-----------	------------	------------	-----------	-----------	--------------------	--------------------	---------	---------

No Sales Information available for this parcel

[Sales In Area](#)
[Previous Parcel](#)
[Next Parcel](#)
[Field Definitions](#)
[Return to Main Search](#)
[Okaloosa Home](#)

The Okaloosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Senior Exemption Does Not Apply

BEN ANDERSON

Okaloosa County Tax Collector

2018 Real Estate

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

MAIL PAYMENTS TO: P.O. BOX 1390, NICEVILLE, FL 32588

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE	ALTERNATE KEY	PROPERTY ADDRESS
002S220590000000A0		DEDF	1003437	2942 OLD HWY 98 E, DESTIN, 32541
EMERALD LTA-2 INC 4471 LEGENDARY DR ATTN: TRACIE BLOCKER DESTIN, FL 32541-0000				2942 OLD HWY 98 E CRYSTAL PORT UNIT A

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
OKALOOSA COUNTY BD OF CO COMMS					
EMERGENCY MEDICAL SERVICES	0.0741	292,143	0	292,143	21.65
GENERAL	3.7214	292,143	0	292,143	1,087.18
COUNTY PUBLIC HEALTH UNIT	0.0353	292,143	0	292,143	10.31
SCHOOL LOCAL	2.2480	292,143	0	292,143	656.73
SCHOOL STATE	4.1130	292,143	0	292,143	1,201.58
NORTHWEST WATER DISTRICT	0.0338	292,143	0	292,143	9.87
CITY OF DESTIN	1.6150	292,143	0	292,143	471.81
DESTIN FIRE DISTRICT	1.0000	292,143	0	292,143	292.14

EXEMPTIONS APPLIED:

TOTAL MILLAGE

12.8406

AD VALOREM TAXES

\$3,751.27

WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT www.OkaloosaTax.com AND SIGN UP FOR E-BILLS!

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
PAY ONLINE WITH CREDIT/DEBIT CARD AT www.OkaloosaTax.com - BANK CARD USER FEE WILL APPLY		
NON- AD VALOREM ASSESSMENTS		\$0.00

PAYING ONLINE VIA
E-CHECK IS FREE

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PAY YOUR BILL

COMBINED TAXES AND ASSESSMENTS

\$3,751.27

"PAY ONLINE, NOT IN LINE"

If Postmarked By	Nov 30, 2018	Dec 31, 2018	Jan 31, 2019	Feb 28, 2019	Mar 31, 2019
Please Pay	\$3,601.22	\$3,638.73	\$3,676.24	\$3,713.76	\$3,751.27

BEN ANDERSON

Okaloosa County Tax Collector

2018 Real Estate

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MAIL PAYMENTS TO: P.O. BOX 1390, NICEVILLE, FL 32588

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002S220590000000A0		DEDF	1003437	2942 OLD HWY 98 E, DESTIN, 32541

PRIOR TO MARCH 31ST TAXES CAN BE PAID USING CASH, CHECK, CREDIT/DEBIT CARDS OR E-CHECK

If Postmarked By	Nov 30, 2018	Dec 31, 2018	Jan 31, 2019	Feb 28, 2019	Mar 31, 2019
Please Pay	\$3,601.22	\$3,638.73	\$3,676.24	\$3,713.76	\$3,751.27

EMERALD LTA-2 INC
4471 LEGENDARY DR
ATTN: TRACIE BLOCKER
DESTIN, FL 32541-0000

2942 OLD HWY 98 E

CRYSTAL PORT
UNIT A

0000000000 0000375127 00000000001003437 0001 6

RETAIN THIS PORTION FOR YOUR RECORDS
WALK-IN CUSTOMERS PLEASE BRING FOR RECEIPT
AFTER MARCH 31ST, TAXES MUST BE PAID WITH CASH, CASHIER'S CHECK OR MONEY ORDER.

BEN ANDERSON

Okaloosa County Tax Collector

2018 Real Estate

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MAIL PAYMENTS TO: P.O. BOX 1390, NICEVILLE, FL 32588

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE	ALTERNATE KEY	PROPERTY ADDRESS
002S220590000000B0		DEDF	1003438	2942 OLD HWY 98 E, DESTIN, 32541
EMERALD LTA-2 INC 4471 LEGENDARY DR ATTN: TRACIE BLOCKER DESTIN, FL 32541-3731				2942 OLD HWY 98 E CRYSTAL PORT UNIT B

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
OKALOOSA COUNTY BD OF CO COMMS					
EMERGENCY MEDICAL SERVICES	0.0741	292,143	0	292,143	21.65
GENERAL	3.7214	292,143	0	292,143	1,087.18
COUNTY PUBLIC HEALTH UNIT	0.0353	292,143	0	292,143	10.31
SCHOOL LOCAL	2.2480	292,143	0	292,143	656.73
SCHOOL STATE	4.1130	292,143	0	292,143	1,201.58
NORTHWEST WATER DISTRICT	0.0338	292,143	0	292,143	9.87
CITY OF DESTIN	1.6150	292,143	0	292,143	471.81
DESTIN FIRE DISTRICT	1.0000	292,143	0	292,143	292.14

EXEMPTIONS APPLIED:

TOTAL MILLAGE

12.8406

AD VALOREM TAXES

\$3,751.27

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NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
PAY ONLINE WITH CREDIT/DEBIT CARD AT www.OkaloosaTax.com - BANK CARD USER FEE WILL APPLY		
NON-AD VALOREM ASSESSMENTS		\$0.00

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PAY YOUR BILL

COMBINED TAXES AND ASSESSMENTS

\$3,751.27

"PAY ONLINE, NOT IN LINE"

If Postmarked By	Nov 30, 2018	Dec 31, 2018	Jan 31, 2019	Feb 28, 2019	Mar 31, 2019
Please Pay	\$3,601.22	\$3,638.73	\$3,676.24	\$3,713.76	\$3,751.27

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2018 Real Estate

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MAIL PAYMENTS TO: P.O. BOX 1390, NICEVILLE, FL 32588

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002S220590000000B0		DEDF	1003438	2942 OLD HWY 98 E, DESTIN, 32541

PRIOR TO MARCH 31ST TAXES CAN BE PAID USING CASH, CHECK, CREDIT/DEBIT CARDS OR E-CHECK

If Postmarked By	Nov 30, 2018	Dec 31, 2018	Jan 31, 2019	Feb 28, 2019	Mar 31, 2019
Please Pay	\$3,601.22	\$3,638.73	\$3,676.24	\$3,713.76	\$3,751.27

EMERALD LTA-2 INC
4471 LEGENDARY DR
ATTN: TRACIE BLOCKER
DESTIN, FL 32541-3731

2942 OLD HWY 98 E

CRYSTAL PORT
UNIT B

0000000000 0000375127 00000000001003438 0001 1

BEN ANDERSON

Okaloosa County Tax Collector

2018 Real Estate

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

MAIL PAYMENTS TO: P.O. BOX 1390, NICEVILLE, FL 32588

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE	ALTERNATE KEY	PROPERTY ADDRESS
002S220590000000C0		DEDF	1003439	2942 OLD HWY 98 E, DESTIN, 32541
EMERALD LTA-2 INC 4471 LEGENDARY DR ATTN: TRACIE BLOCKER DESTIN, FL 32541				2942 OLD HWY 98 E CRYSTAL PORT UNIT C

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
OKALOOSA COUNTY BD OF CO COMMS					
EMERGENCY MEDICAL SERVICES	0.0741	301,893	0	301,893	22.37
GENERAL	3.7214	301,893	0	301,893	1,123.46
COUNTY PUBLIC HEALTH UNIT	0.0353	301,893	0	301,893	10.66
SCHOOL LOCAL	2.2480	301,893	0	301,893	678.66
SCHOOL STATE	4.1130	301,893	0	301,893	1,241.69
NORTHWEST WATER DISTRICT	0.0338	301,893	0	301,893	10.20
CITY OF DESTIN	1.6150	301,893	0	301,893	487.56
DESTIN FIRE DISTRICT	1.0000	301,893	0	301,893	301.89

EXEMPTIONS APPLIED:

TOTAL MILLAGE

12.8406

AD VALOREM TAXES

\$3,876.49

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NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
PAY ONLINE WITH CREDIT/DEBIT CARD AT www.OkaloosaTax.com - BANK CARD USER FEE WILL APPLY		
NON-AD VALOREM ASSESSMENTS		\$0.00

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PAY YOUR BILL

COMBINED TAXES AND ASSESSMENTS

\$3,876.49

"PAY ONLINE, NOT IN LINE"

If Postmarked By	Nov 30, 2018	Dec 31, 2018	Jan 31, 2019	Feb 28, 2019	Mar 31, 2019
Please Pay	\$3,721.43	\$3,760.20	\$3,798.96	\$3,837.73	\$3,876.49

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AFTER MARCH 31ST, TAXES MUST BE PAID WITH CASH, CASHIER'S CHECK OR MONEY ORDER.

BEN ANDERSON

Okaloosa County Tax Collector

2018 Real Estate

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

MAIL PAYMENTS TO: P.O. BOX 1390, NICEVILLE, FL 32588

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE	ALTERNATE KEY	PROPERTY ADDRESS
002S220590000000C0		DEDF	1003439	2942 OLD HWY 98 E, DESTIN, 32541

PRIOR TO MARCH 31ST TAXES CAN BE PAID USING CASH, CHECK, CREDIT/DEBIT CARDS OR E-CHECK

If Postmarked By	Nov 30, 2018	Dec 31, 2018	Jan 31, 2019	Feb 28, 2019	Mar 31, 2019
Please Pay	\$3,721.43	\$3,760.20	\$3,798.96	\$3,837.73	\$3,876.49

EMERALD LTA-2 INC
4471 LEGENDARY DR
ATTN: TRACIE BLOCKER
DESTIN, FL 32541

2942 OLD HWY 98 E

CRYSTAL PORT
UNIT C

0000000000 0000387649 0000000001003439 0001 2

BEN ANDERSON

Okaloosa County Tax Collector

2018 Real Estate

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MAIL PAYMENTS TO: P.O. BOX 1390, NICEVILLE, FL 32588

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE	ALTERNATE KEY	PROPERTY ADDRESS
002S220590000000D0		DEDF	1003441	2942 OLD HWY 98 E, DESTIN, 32541
EMERALD LTA-2 4471 LEGENDARY DR ATTN:TRACIE BLOCKER DESTIN, FL 32541-0000				2942 OLD HWY 98 E CRYSTAL PORT UNIT D

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
OKALOOSA COUNTY BD OF CO COMMS					
EMERGENCY MEDICAL SERVICES	0.0741	311,643	0	311,643	23.09
GENERAL	3.7214	311,643	0	311,643	1,159.75
COUNTY PUBLIC HEALTH UNIT	0.0353	311,643	0	311,643	11.00
SCHOOL LOCAL	2.2480	311,643	0	311,643	700.57
SCHOOL STATE	4.1130	311,643	0	311,643	1,281.79
NORTHWEST WATER DISTRICT	0.0338	311,643	0	311,643	10.53
CITY OF DESTIN	1.6150	311,643	0	311,643	503.30
DESTIN FIRE DISTRICT	1.0000	311,643	0	311,643	311.64

EXEMPTIONS APPLIED:

TOTAL MILLAGE

12.8406

AD VALOREM TAXES

\$4,001.67

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NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
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NON-AD VALOREM ASSESSMENTS		\$0.00

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PAY YOUR BILL

COMBINED TAXES AND ASSESSMENTS

\$4,001.67

"PAY ONLINE, NOT IN LINE"

If Postmarked By	Nov 30, 2018	Dec 31, 2018	Jan 31, 2019	Feb 28, 2019	Mar 31, 2019
Please Pay	\$3,841.60	\$3,881.62	\$3,921.64	\$3,961.65	\$4,001.67

BEN ANDERSON

Okaloosa County Tax Collector

2018 Real Estate

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

MAIL PAYMENTS TO: P.O. BOX 1390, NICEVILLE, FL 32588

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE	ALTERNATE KEY	PROPERTY ADDRESS
002S220590000000D0		DEDF	1003441	2942 OLD HWY 98 E, DESTIN, 32541

PRIOR TO MARCH 31ST TAXES CAN BE PAID USING CASH, CHECK, CREDIT/DEBIT CARDS OR E-CHECK

If Postmarked By	Nov 30, 2018	Dec 31, 2018	Jan 31, 2019	Feb 28, 2019	Mar 31, 2019
Please Pay	\$3,841.60	\$3,881.62	\$3,921.64	\$3,961.65	\$4,001.67

EMERALD LTA-2
4471 LEGENDARY DR
ATTN:TRACIE BLOCKER
DESTIN, FL 32541-0000

2942 OLD HWY 98 E

CRYSTAL PORT
UNIT D

0000000000 0000400167 0000000001003441 0001 1

RETAIN THIS PORTION FOR YOUR RECORDS
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BEN ANDERSON

Okaloosa County Tax Collector

2018 Real Estate

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MAIL PAYMENTS TO: P.O. BOX 1390, NICEVILLE, FL 32588

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE	ALTERNATE KEY	PROPERTY ADDRESS
002S220590000000E0		DEDF	1003442	2942 OLD HWY 98 E, DESTIN, 32541
EMERALD LTA-2 INC 4471 LEGANDARY ATTN: TRACIE BLOCKER DESTIN, FL 32541-0000				2942 OLD HWY 98 E CRYSTAL PORT UNIT E

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
OKALOOSA COUNTY BD OF CO COMMS					
EMERGENCY MEDICAL SERVICES	0.0741	381,583	0	381,583	28.28
GENERAL	3.7214	381,583	0	381,583	1,420.02
COUNTY PUBLIC HEALTH UNIT	0.0353	381,583	0	381,583	13.47
SCHOOL LOCAL	2.2480	381,583	0	381,583	857.79
SCHOOL STATE	4.1130	381,583	0	381,583	1,569.45
NORTHWEST WATER DISTRICT	0.0338	381,583	0	381,583	12.90
CITY OF DESTIN	1.6150	381,583	0	381,583	616.26
DESTIN FIRE DISTRICT	1.0000	381,583	0	381,583	381.58

EXEMPTIONS APPLIED:

TOTAL MILLAGE

12.8406

AD VALOREM TAXES

\$4,899.75

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NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
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NON-AD VALOREM ASSESSMENTS		\$0.00

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PAY YOUR BILL

COMBINED TAXES AND ASSESSMENTS

\$4,899.75

"PAY ONLINE, NOT IN LINE"

If Postmarked By	Nov 30, 2018	Dec 31, 2018	Jan 31, 2019	Feb 28, 2019	Mar 31, 2019
Please Pay	\$4,703.76	\$4,752.76	\$4,801.75	\$4,850.75	\$4,899.75

RETAIN THIS PORTION FOR YOUR RECORDS
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002S220590000000E0		DEDF	1003442	2942 OLD HWY 98 E, DESTIN, 32541

PRIOR TO MARCH 31ST TAXES CAN BE PAID USING CASH, CHECK, CREDIT/DEBIT CARDS OR E-CHECK

If Postmarked By	Nov 30, 2018	Dec 31, 2018	Jan 31, 2019	Feb 28, 2019	Mar 31, 2019
Please Pay	\$4,703.76	\$4,752.76	\$4,801.75	\$4,850.75	\$4,899.75

EMERALD LTA-2 INC
4471 LEGANDARY
ATTN: TRACIE BLOCKER
DESTIN, FL 32541-0000

2942 OLD HWY 98 E

CRYSTAL PORT
UNIT E

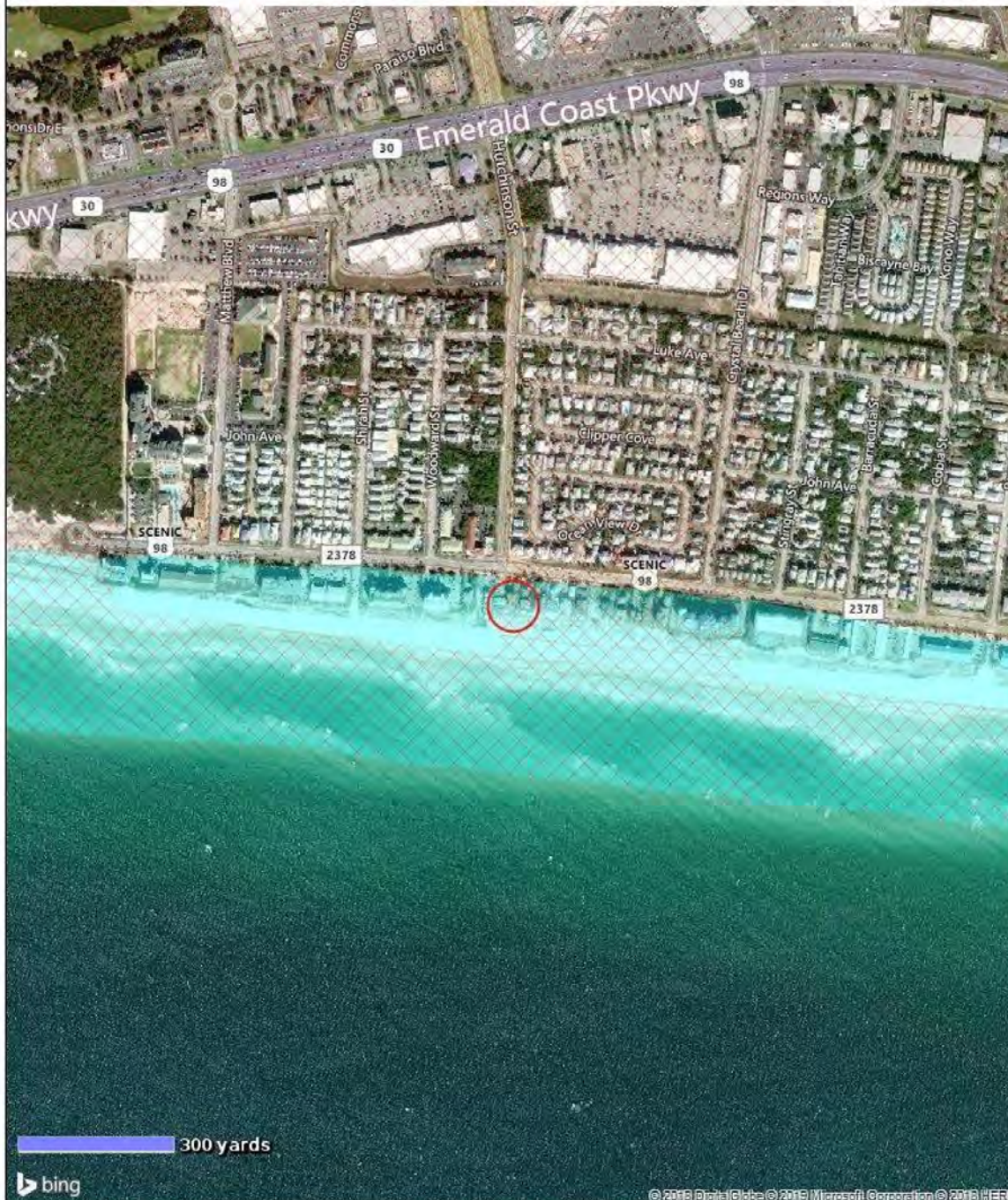
0000000000 0000489975 0000000001003442 0001 6

Flood Map

Borrower	None				
Property Address	2942 Scenic Highway 98				
City	Destin	County	Okaloosa	State	FL
Lender/Client	City of Destin	Zip Code	32541		

InterFlood by a la mode

Destin, FL 32541

**MAP DATA**

FEMA Special Flood Hazard Area: **Yes**
 Map Number: **12091C0493H**
 Zone: **VE**
 Map Date: **December 06, 2002**
 FIPS: **12091**

MAP LEGEND

Areas inundated by 500-year flooding	Protected Areas
Areas inundated by 100-year flooding	Floodway
Velocity Hazard	Subject Area

Powered by CoreLogic®

Property and Listing History
2942 Scenic Gulf Drive A-E, Destin, FL 32550

+	MLS #	Status	Price	% Change	Date	DOM	CDOM Address
-	791234	Active	\$3,650,000	345.1%	01/31/2019	404	404 2942 Scenic Gulf Drive A-E
+		Text	\$3,650,000		03/02/2019	398	
+		Status	\$3,650,000		01/31/2019	368	
+		Expiration Date	\$3,650,000		01/31/2019	368	
+		Status	\$3,650,000		01/29/2019	366	
+		Text, etc.	\$3,650,000		09/20/2018	235	
+		Text, etc.	\$3,650,000		09/17/2018	232	
+		Price Change	\$3,650,000	-3.9%	04/06/2018	68	
+		Price Change	\$3,800,000	-2.6%	02/14/2018	17	
+		Text, etc.	\$3,900,000		02/07/2018	10	
+		New	\$3,900,000		02/06/2018	10	

791234 Full Agent Report - Commercial for Sale - Active**\$3,650,000**

Property Name: Crystal Port
Property Type: Other (See Remarks)
Office File #:
List Price Sqft:
Lot Frontage: 51
Waterfront Feet: 51ish
Address: 2942 Scenic Gulf Drive A-E, Destin, FL 32550
Construction Status: Existing
County: Okaloosa
Area: 14 - Destin
Sub Area: 1404 - Destin Beaches East
Parcel ID: 00-2S-22-0590-0000-00A0



Directions: From Destin, head East on hwy 98 and turn right onto Hutcheson St. Head South toward the beach. Crystal Port is a two story 6 condo property to the west of the public beach access.

Legal Description: CRYSTAL PORT UNIT A

Remarks: This is a rare opportunity to own a piece of Crystal Beach. Crystal Port is a 6 unit condominium sitting directly on the beautiful beaches of Destin. Every condo has a private balcony overlooking the gorgeous white sandy beach. Each condo is two stories with both bedrooms on the bottom floor, a wood adorned vaulted ceiling on the top floor with a large gathering room, dining room, 1/2 bath, and kitchen. The 6th unit is unique and is currently used as an owner's unit allowing the remaining units to be occupied by guests. A Rental Management Company has estimated a Net rental income of approximately \$40,000 per condo.

Agent to Agent Rmrks: Units are occupied so please contact me for showing instructions. 850-974-7070 Tuesdays between 10-12 are always a good time for a showing. Please give as much notice as possible.

Active Dvlpmnt Order: No

Description:

Lot Dimensions: 51x283x53x282	Vacant: No	# of Units:	# of Rooms:
Acreage: 0.02	Immediate Occupancy: No	# of Units:	Avg % Occupancy:
Lot SqFt:	Future Land Use: A developers dream	# of Units:	Rail?:
Lot Depth: 283	Waterfront: Gulf, Shore - Beach; Waterfront Feet: 51ish	# of Units:	# Ground Level Doors:
Zoning:		Vacancy Rate:	# Dock High Doors:
		Vacancy Rate:	
		Vacancy Rate:	
		Vacancy Rate:	
		# of Floors:	
		Sprinklers?:	

Scheduled Income:

Actual Gross Income:

Expenses:

Net Operating Income:

Cash Flow:

Cap Rate:

Actual Gross Income:

CAM:

CAM Per:

Expenses/Unit:

Expenses/SqFt:

Listing Office: Legendary Realty LLC ELR2

Listing Member: Lindsey Lynch E7633 lindseyl@legendaryinc.com

Co-listing Office:

Co-listing Member:

Cooperative Comp: 2%

Dual/Variable Rate: No

As Is: Yes

Agent Ph: 850-974-7070

Agent Cell Ph: 850-974-7070

Office Ph: 850-337-8000

Co-List Ph:

Limited Service List: No

Sale Type:

Named Exception: No

List Type: Exclusive Right of Sale

Seller Nm: Emerald Lta-2 Inc

Seller Phone #: 850-974-7070

List Price: \$3,650,000

Days On Market: 404

List Date: 01/28/2018

Cumulative DOM: 404

Mortgage Type:

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QUALIFICATIONS OF THE APPRAISER/CONSULTANT
WALTER H. HUMPHREY

State-Certified General Real Estate Appraiser RZ1218 and Real Estate Broker № 254762

EDUCATION (* denotes specialized courses attended with end of course examinations passed)

B. A. in Political Science	Park College	Parkville, MO	1960
Missouri Real Estate License Course	Johnson's School of Real Estate	Parkville, MO	*1969
Mortgage Equity Analysis Seminar	Society of Real Estate Appraisers	Kansas City, MO	1971
License Courses, Fort Walton Beach FL	Bob Jenkins Real Estate School	Sales - 1981/ Broker -	1987
URAR Seminar	AACA	Orlando, FL	1987
Appraisal of Vacant Land: Urban Fringe Analysis	AACA	Orlando, FL	1989
Farm Appraisal Seminar	AACA	Orlando, FL	1989
Relocation Appraisal Seminar	Employee Relocation Council	San Antonio, TX	1989
Residential Valuation (8-2)	AIREA	Orlando, FL	*1989
Capitalization Theory & Technique Part A (1B-A)	Appraisal Institute	Athens, GA	*1991
Capitalization Theory & Technique Part B (1B-B)	Appraisal Institute	Athens, GA	*1991
Standards of Professional Practice Part A (SPPA)	Appraisal Institute	Birmingham, AL	*1991
Standards of Professional Practice Part B (SPPB)	Appraisal Institute	Birmingham, AL	*1991
Case Studies in Real Estate Valuation (2-1)	Appraisal Institute	Tallahassee, FL	*1991
Report Writing & Valuation Analysis (2-2)	Appraisal Institute	Tallahassee, FL	*1991
Litigation Valuation Seminar	Appraisal Institute	Sandestin, FL	1991
Appraisal Law/Uniform Standards	R. E. Education Specialists	Fort Walton Bch, FL	1992
Advanced Rural Case Studies (E-3)	Appraisal Institute and ASFMRA	Denver, CO	*1993
Rates, Ratios, and Reasonableness Seminar	Appraisal Institute	Panama City, FL	1993
Accrued Depreciation Seminar	Appraisal Institute	Sandestin, FL	1994
Florida Dept. of Transportation Appraisal Seminar	Appraisal Institute	Sandestin, FL	1994
USPAP Update Core Law Seminar	Andrew McGarry & Associates	Seascape, FL	1994
Understanding Ltd. App. & App. Rep. Options - Gen'l	Appraisal Institute	Birmingham, AL	1994
Appraisal Review - Residential	Appraisal Institute	Seascape, FL	1994
Challenged/Passed - Appraisal Principles (110)	Appraisal Institute	Pensacola, FL	1994
Challenged/Passed - Appraisal Procedures (120)	Appraisal Institute	Pensacola, FL	1994
Appraisal of Retail Properties Seminar	Appraisal Institute	Sandestin, FL	1995
FEMA/Hurricane Evaluation Seminar	Appraisal Institute	Panama City Beach, FL	1995
USPAP Update Core Law Seminar	Appraisal Institute	Sandestin, FL	1996
Highest and Best Use Applications	Appraisal Institute	Gulfport, MS	1996
Environmental Risk and the R. E. Appraisal Process	Appraisal Institute	Panama City Beach, FL	1996
Fractional Interest Seminar	ASFMRA	Lafayette, IN	1997
Eminent Domain	ASFMRA	Colorado Springs, CO	*1997
Standards of Professional Practice - Part C	Appraisal Institute	Pensacola Beach, FL	*1998
Litigation Valuation Overview	Appraisal Institute	San Antonio, TX	1998
USPAP Update Core Law Seminar	Appraisal Institute	Panama City Beach, FL	1998
Regression Analysis in Appraisal Practice	Appraisal Institute	Nashville, TN	1999
Appraisal of Nonconforming Uses - General	Appraisal Institute	Orlando, FL	1999
Case Studies in Commercial Highest and Best Use	Appraisal Institute	Orlando, FL	1999
Business Enterprise Valuation	Appraisal Institute	Orlando, FL	1999
Internet Search Strategies	Appraisal Institute	Biloxi, MS	1999
The Good, The Bad, The Board	Appraisal Institute	Panama City Beach, FL	1999
Partial Interest Valuation - Divided	Appraisal Institute	Tallahassee, FL	2000
Partial Interest Valuation - Undivided	Appraisal Institute	Tallahassee, FL	2000
Recent Developments in Federal Tax Valuation	Valuation 2000	Las Vegas, NV	2000
The "Roadmap System" Cap. Theory and Techniques	Valuation 2000	Las Vegas, NV	2000

The Deal (Business Valuation Negotiations)	Valuation 2000	Las Vegas, NV	2000
Business Valuation Case Law Update	Valuation 2000	Las Vegas, NV	2000
Florida State Law and USPAP Review	Joe R. Price	Tallahassee, FL	2000
State of the Profession	Appraisal Institute	Sandestin, FL	2001
Conservation Easements	ASFMRA and Appraisal Institute	Tallahassee, FL	2001
Standards of Professional Practice, Part C	Appraisal Institute	Pensacola, FL	*2002
Appraisers and the Gramm-Leach-Bliley Act	Appraisal Institute	Tallahassee, FL	2002
Florida State Law and USPAP Review	Joe R. Price	Tallahassee, FL	2002
Mark to Market	Appraisal Institute	Tallahassee, FL	2003
Appraisal Consulting	Appraisal Institute	Tallahassee, FL	2003
Effective Appraisal Writing	Appraisal Institute	Pensacola, FL	2003
Florida State Law for Real Estate Appraisers	Appraisal Institute - Region X	Tallahassee, FL	2003
National USPAP Course - 7 hour Update	Appraisal Institute	Tallahassee, FL	2003
Do the Due Diligence	National PLAM Conference	Amelia Island, FL	2003
Negotiations	National PLAM Conference	Amelia Island, FL	2003
Preserving Fam. Lands: Tax Planning - Landowner	National PLAM Conference	Amelia Island, FL	2003
Timberland Appraisal Methods	Appraisal Institute, NW FL	Tallahassee, FL	2004
Fragmentation of the North Florida Landscape	National PLAM Conference	Sandestin, FL	2004
Role of Conservation Easement Acquisition Programs	National PLAM Conference	Sandestin, FL	2004
Timberland and Changing Market Trends	National PLAM Conference	Sandestin, FL	2004
Innovations in Surveying and Mapping	National PLAM Conference	Sandestin, FL	2004
Appraisal Review Seminar	Appraisal Institute, Mississippi	Biloxi, MS	2005
Valuing Family Limited Partnerships	Partnership Profiles	Dallas, TX	2005
Rates & Ratios: Making Sense of Gims, OARs, & DCFs	Appraisal Institute, NW FL	Tallahassee, FL	2005
Feasibility Analysis, Market Value & Investment Timing	Appraisal Institute, NW FL	Tallahassee, FL	2005
7 Hour USPAP Update	State of Mississippi	Biloxi, MS	2006
Subdivision Valuation	Appraisal Institute, NW FL	Tallahassee, FL	2006
Appraising From Blueprints and Specifications	Appraisal Institute, NW FL	Destin, FL	2006
Florida Law Update	Appraisal Institute, NW FL	Destin, FL	2006
Introduction to Income Capitalization	Appraisal Institute, NW FL	Tallahassee, FL	2006
What Clients Would Like Their Appraiser To Know	Appraisal Institute, NW FL	Tallahassee, FL	2006
Appraising Agricultural Lands in Transition	ASFMRA	Montgomery, AL	2007
Highest and Best Use Applications	Appraisal Institute, NW FL	Destin, FL	2007
Real Estate Investment and Development	Appraisal Institute, NW FL	Destin, FL	2007
Analytics With The Site To Do Business	Appraisal Institute, NW FL	Tallahassee, FL	2007
Forecasting Revenue	Appraisal Institute, NW FL	Tallahassee, FL	2007
Valuation of Conservation Easements	Appraisal Institute, et al	Tallahassee, FL	*2008
Supervisor Trainee Roles and Rules	Appraisal Institute, NW FL	Destin, FL	2008
Florida Law Update	Appraisal Institute, NW FL	Destin, FL	2008
Hypothetical Conditions & Assumptions	Appraisal Institute, NW FL	Destin, FL	2008
7-Hour National USPAP Update Course	Appraisal Institute, NW FL	Destin, FL	2008
Condemnation Appraising: Principles and Applications	Appraisal Institute, NW FL	Destin, FL	*2009
Tax Savings and Conservation Opportunities - Ag Lands	Conservation Trust for Florida	Milton, FL	2009
Analyzing the Effects of Environmental Contamination	Appraisal Institute	Pensacola	2010
National USPAP Course - 7 hour Update	Appraisal Institute	Destin, FL	2010
Supervisor Trainee Roles and Rules	Appraisal Institute, NW FL	Destin, FL	2010
Florida Law Update	Appraisal Institute, NW FL	Destin, FL	2010
Appraisal Curriculum Overview (2-Day General)	Appraisal Institute, NW FL	Tallahassee, FL	2010
Florida Law Update	Appraisal Institute, Region X	Fort Walton Beach, FL	2012
National USPAP Course - 7 hour Update	Appraisal Institute, Region X	Fort Walton Beach, FL	2012
Nuts and Bolts of Green Building For Appraisers	McKissock	Online	2012
The Dirty Dozen	McKissock	Online	2012

	Private Appraisal Assignments	McKissock	Online	2012
	Even Odder - More Oddball Appraisals	McKissock	Online	2012
	Compliance with the Red Book	RICS	Web	2013
	National USPAP Course - 7 hour Update	Appraisal Institute	Fort Walton Beach, FL	2014
	A Brief Stroll Through America’s Architecture	Calypso Continuing Education	On Line	2014
	FHA Site Inspection	Calypso Continuing Education	On Line	2014
	Environmental Hazards Impact on Value	Calypso Continuing Education	On Line	2014
	Florida R. E. Appraisal Law & Rules	Bert Rodgers	On Line	2014
	Florida R. E. Appraisal Law & Rules	Bert Rodgers	On Line	2016
	USPAP Course - 7 hour Update	Bert Rodgers	On Line	2016
	Property and Valuation Analysis for FHA	Bert Rodgers	On Line	2016
	Better Be Safe Than Sorry	Bert Rodgers	On Line	2016
	Methodology and Application of Sales Comparison	Bert Rodgers	On Line	2016
	Florida R. E. Appraisal Law & Rules	Bert Rodgers	On Line	2018
	USPAP Course - 7 hour Update	Bert Rodgers	On Line	2018
	Property and Valuation Analysis for FHA	Bert Rodgers	On Line	2018
	Better Be Safe Than Sorry	Bert Rodgers	On Line	2018
	Methodology and Application of Sales Comparison	Bert Rodgers	On Line	2018
LICENSES	Florida:	State-Certified General Real Estate Appraiser RZ 1218 and Real Estate Broker № 254762		
EXPERIENCE	1969-1977	Broker, Appraiser, and Instructor, Johnson and Associates,	Parkville, Missouri	
	1982-1990	Salesman, Broker and Appraiser, Howton Realtors,	Fort Walton Beach, Florida	
	1990-1998	Appraiser, Appraisal House, Inc.,	Fort Walton Beach, Florida	
	1998-	Appraiser, Humphrey and Smith, L.C., and Humphrey and Associates. Inc.	Fort Walton Beach, Florida	
WRITINGS	Co-authored “Unsyndicated Partial Interest Discounting,” <i>The Appraisal Journal</i> , July 1997, published by The Appraisal Institute. The article reviews the USPAP pertaining to partial interest valuations and presents market data analyses. It offers a formula with explanation of the variables for identifying and analyzing the factors affecting discounts or premiums of unsyndicated partial interests.			
	Authored “Unsyndicated Partial Interest Appraisals: Before and After the Analyses”, a paper presented at the National Summer Conference of the Appraisal Institute in San Antonio, Texas in June 1998.			
	Authored “Unsyndicated Partial Interest Appraisals”, an edited version of the above paper published in the Third Quarter 1998 issue of the Appraisal Institute’s <i>Valuation Insights & Perspectives</i> .			
	Authored “Tenancy in Common: A Real Estate Appraiser’s Viewpoint,” January-February 2001 issue of <i>Valuation Strategies</i> by RIA in New York. The article offers information and insights for attorneys and accountants.			
	Co-authored “Peace Treaties for Tenants in Common” with Attorney Raymond F. Newman, Jr., July/August 2001 issue of <i>Valuation Strategies</i> by RIA in New York. The article offers insights for drafting agreements for tenancies in common and focuses on minimizing the factors resulting in market discounts.			
	Authored “Ten Questions For Starting On The Right Foot,” January-February 2004 issue of <i>Valuation Strategies</i> by RIA in New York. The article presents ten critical issues to be resolved by attorneys and accountants prior to ordering a real estate appraisal.			
	Authored “Nonconforming Uses,” July August 2005 issue of <i>Valuation Strategies</i> by RIA in New York. The article presents problems associated with nonconforming uses, particularly involving damages and repair.			

CLIENTS - Non-Confidential

City of Crestview
 City of DeFuniak Springs
 City of Fort Walton Beach
 FDIC
 Freddie Mac
 Florida DEP
 Florida DOT
 Okaloosa County, FL
 Okaloosa Gas District
 South Walton Mosquito Control District
 THITF/Murphy Act Lands
 U. S. Air Force
 U. S. Army Corps of Engineers
 U. S. Bureau of Land Management
 Town of Cinco Bayou
 Town of Shalimar
 Walton County, FL
 Various Utilities and Fire Districts

LITIGATION SUPPORT

- ▶ Appraisal Defects
- ▶ Casualty Losses
- ▶ Chemical Oversprays
- ▶ Construction Defects
- ▶ Encroachments
- ▶ Eminent Domain
- ▶ Fire Damage
- ▶ Flood Damage
- ▶ Land Use Irregularities
- ▶ Landlocked Resolutions
- ▶ Limited Partnership Discounts
- ▶ Non-conforming Uses
- ▶ Survey Defects
- ▶ Tenant in Common Discounts
- ▶ Termite Damage
- ▶ Title Defects
- ▶ Water Intrusion
- ▶ Wind Damage

OTHER ▶ Qualified as Expert Witness in Bay, Escambia, Okaloosa, Santa Rosa, Walton Counties, Florida, and Platte County, Missouri Circuit Courts, and the Federal District Court in Pensacola. Participated in court ordered mediation.

- ▶ Certificate of Completion - Valuation of Conservation Easements Certificate Program
- ▶ Special Expertise: Valuation/Discounting of Undivided Partial Interests via Sales Comparison
- ▶ Valuation 2000 Seminar Presenter: "Partial Interests: Theory and Case Law."
- ▶ Consultant to the U.S. General Accounting Office, GAO-03-404, "*Opportunity to Enhance the Oversight of Real Estate Appraisal Industry*," May 2003
- ▶ Former Member, Issues Resource Panel, Appraisal Standards Board of The Appraisal Foundation, Washington, D.C.

CONTACT:

Walter H. Humphrey
 Humphrey and Associates, Inc.
 20 rue de le Roi Street NE
 Fort Walton Beach, Florida 32547

Land Line 850 862-0766
 Cellular 850 585-9976
 Email bluechip25@aol.com or whhump@gmail.com

QUALIFICATIONS OF THE STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER ALEKSANDRA MULDOWNNEY, SFR, LMC

EDUCATION (* denotes specialized courses attended with examinations passed)

Bachelor of Science Degree in Economics Major: Finances and Credit	University of Latvia, Riga /*2000
Basics of German	International Language School, Berlin /*1998-1999
Basics of Residential Real Estate Appraisal AB-I Course	Ed Klopfer Real Estate School, Fort Walton Beach, FL /*2005
Appraising from Blueprints and Specifications	Appraisal Institute, Destin, FL/ 2006
USPAP Update Course	Appraisal Institute, Destin, FL/ 2006
Florida Law Update	Appraisal Institute, Destin, FL/ 2006
Introduction to Income Capitalization	Appraisal Institute, Tallahassee, FL/ 2006
What Clients Would Like Their Appraisers to Know	Appraisal Institute, Tallahassee, FL/ 2006
Highest and Best Use Applications	Appraisal Institute, Destin, FL/ 2007
Real Estate Investments and Development	Appraisal Institute, Destin, FL/ 2007
Forecasting Revenue	Appraisal Institute, Tallahassee, FL/ 2007
Real Estate Sales Associate Pre-license Course	Brian Kiefer Florida Real Estate Academy/ *2008
Supervisor Trainee Roles and Rules	Appraisal Institute, Destin, FL/ 2008
Florida Law Update	Appraisal Institute, Destin, FL/ 2008
Hypothetical Conditions & Assumptions	Appraisal Institute, Destin, FL/ 2008
7-Hour National USPAP Update Course	Appraisal Institute, Destin, FL/ 2008
Litigation Skills for the Appraisers	Appraisal Institute, Destin, FL/ 2008
Residential Sales Comparison and Income	Ed Klopfer Real Estate School, Fort Walton Beach, FL /*2008
General Appraiser Income Approach Part I	Appraisal Institute, Ocoee, FL/ *2009
General Appraiser Income Approach Part II	Appraisal Institute, Ocoee, FL/ *2009
Condemnation Appraising: Principles and Application	Appraisal Institute, Destin, FL/ *2009
General Appraiser Site Valuation and Cost Approach	Appraisal Institute, Orlando, FL/ *2009
Short Sale and Foreclosure Resource	National Association of Realtors, Fort Walton Beach, FL/ *2009
Loss Mitigation Certification Class	National Association of Realtors, Fort Walton Beach, FL/ 2009
Oil Spills and Property Values	Appraisal Institute/ Webinar/ 2010
Real Estate Statistics and Valuation Modeling	Appraisal Institute, Atlanta, GA/ * 2010
7-Hour National USPAP Update Course	Appraisal Institute, Destin, FL/ 2010
Florida Law Update	Appraisal Institute, Destin, FL/ 2010
Florida Supervisory Roles and Rules for Registered Trainees	Appraisal Institute, Destin, FL/ 2010
General Appraiser Sales Comparison Approach	Appraisal Institute, Chicago, IL/ *2010
General Appraisal Market Analysis and Highest and Best Use	Appraisal Institute, Atlanta, GA/ *2011
Advanced Income Approach	Appraisal Institute, Atlanta, GA/ *2011
General Appraiser Report Writing and Case Studies	Appraisal Institute, Chicago, IL/ *2012
7-Hour National USPAP Update Course	McKissock, Online/*2012
Florida Law Update	McKissock, Online/*2012

LICENCES

State-certified General Real Estate Appraiser	RZ 3535 /FL, G 01094/ AL
Real Estate Sales Associate	SL 3207691 /FL

WORK HISTORY

Marquis Appraisals
Humphrey and Associates, Inc.
First Judicial Circuit of Florida

Law Offices of Public Defender

Exit Realty Advantage

Appraiser Trainee, Gulf Breeze /2005-2006
Appraiser Trainee, Fort Walton Beach / 4-2006
Court Interpreter for Escambia, Santa Rosa, Okaloosa and
Walton Counties/ 8-2006
Court Interpreter for Escambia, Santa Rosa, Okaloosa and
Walton Counties/ 8-2007
Sales Associate, Crestview/ 7-2009 - 12/2010

LANGUAGES

Russian
Latvian

English
German

TYPES OF APPRAISALS PERFORMED

Residential Properties
Medical Offices
Restaurants
Retail and Office Buildings
Apartments
Industrial Warehouses

Mineral Rights
Aircraft Hangars and Airport Land
Vacant Land
Diminution in Value
Undivided Partial Interest
Marinas

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020**TYPE OF AGENDA ITEM:** Action Item

TO: City Council**THRU:** Wen Livingston, Library Director
Jeffrey Cozadd, Grants Manager
Matthew Pace, IT Manager
Krystal Strickland, Finance Director
Lance Johnson, City Manager**FROM:** Webb Warren, Deputy City Manager**DATE:** 7/28/20**SUBJECT:** Library Technology Improvements

I. BACKGROUND: The City of Destin continues to be impacted by the COVID-19 epidemic. City facilities have reduced hours or shut down public access to facilities to minimize potential exposure of the public and employees to the virus.

During these unprecedented times, staff has been tasked with finding innovative ways to continue to provide safe services for our residents, businesses and visitors.

II. DISCUSSION:

To address the challenges that the Destin Library faces due to COVID-19, including the need to maintain social distancing and provide a more touchless system for the checkout and handling library materials, the Library is requesting the purchase of Radio Frequency Identification Device (RFID) System. The RFID system includes a self-checkout kiosk, staff workstations, gates, and a shelf reading device. All library materials are tagged with a sticker that emits a radio frequency signal that is read by a pad in the self-checkout kiosk or the staff workstations. A stack of books can be placed on the pad and checked out or checked in at once, limiting staff handling of materials. In addition to the convenience of self-checkout for patrons, RFID is faster, speeds up the checkout process, and is more efficient. The self-checkout station minimizes person-to-person interactions, and patrons only need to touch the device to place their books on the pad. Patrons can choose their materials, use the self-checkout kiosk, and

be on their way without having staff touch their items. This technology will enable us to improve our service to the community while maintaining a higher level of health safety for our patrons and our staff.

Due to the rise of the pandemic in our area, the limited availability of the technology, and the requirements of the CARES Act reimbursement, staff is requesting approval of the city council for staff to release a Request For Proposal (RFP) so staff can pursue these library technology improvements. An RFP is necessary to comply with the adopted purchasing manual as well as Cares Act guidelines.

Upon receiving and evaluating responses to an RFP, the Bid Committee can provide recommendations of a vendor selection to the Destin City Council for approval.

A. Link to Strategic Goals / Objectives: Financially Sound City Providing Service Value

High Quality of Life and Safety for Residents

B. Effect on Budget (EOB): Unbudgeted \$75,000-\$100,000, expected to be reimbursed by the CARES act. A Request for Proposal is necessary to comply with the City of Destin Purchasing Manual Requirements.

		FY 2021 Tentative Appropriation	FY2021 Impact
ORG	30558500 GF Capital Projects may be reimbursed by Federal CARES Act	\$ 76,200	\$ 76,200

PROJ LIB001
Tablet Station and RFID

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

III. CONCLUSION:

Reducing the risk of COVID-19 benefits the City of Destin, who is tasked with providing a safe work environment for their employees and fulfilling Destin's strategic goal of "High Quality of life and safety for residents." Staff requests that the Destin City Council approve for staff to release an RFP for prospective vendors to provide solutions for these necessary Library technology upgrades.

IV. RECOMMENDED MOTION: I move for staff to release an RFP for RFID technology to improve the safety of our Library staff and patrons while improving the efficiency of library operations, to pursue Cares Act reimbursement for this project and for the bid committee to provide a recommended ranking and selection of vendor(s) to the City Council for approval.

Attachments:

1. Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments
2. Envisionware Brochure_RFID_US_CA
3. G-
LBBR1166NA_001_bibliotheca_product_condensed_brochure_LR
4. Tech Logic RFID Broch

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
Updated June 30, 2020¹

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the

¹ This version updates the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020”.

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient’s control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

RFID Solutions

From self-service circulation and RFID to public computer and print management, EnvisionWare services more libraries with more self-service and efficiency solutions — **with a commitment to libraries that is second to none.**

ENVISIONWARE®
Enriching Public Library Service Inside and Out

RFID Solutions

EnvisionWare offers a full suite of RFID solutions designed for libraries of all sizes. Whether you plan to convert your collection manually, rent or purchase an RFID conversion cart, or are interested in a full-service conversion, EnvisionWare can help you make your transition to RFID easy, efficient and within budget.

ENVISIONWARE® RFID SOFTWARE SUITE™

Our Rapid Encoding Mode removes the manual burden from encoding, providing 100% keyless data entry that results in higher accuracy. It also supports simultaneous weeding during encoding, enabling you to later upload the file to the ILS for inventory.

- Encode and validate tags from every RFID-enabled station
- Use encoding data to take a complete inventory from a centralized database
- Read and convert other vendor proprietary data models to the ISO standard
- Re-encode key data elements on-the-fly
- Integrates directly into Polaris, Millennium and Sierra staff clients and self checkout systems and Symphony staff client, or use seamlessly with other circulation clients

RFID READER KITS

EnvisionWare offers three options for RFID readers ranging from ½" to 1.1". Models include the 1-Pad™, the ProLine™ DeskPad™ and the DiscReader™.

- The DeskPad is manufactured by EnvisionWare and delivered in a kit consisting of the pad, USB cable, power supply and under-counter mounting hardware. The pads can be placed on the surface or mounted under a countertop.
- The 1-Pad is manufactured by Feig Electronics.
- The DiscReader is manufactured by EnvisionWare and delivered in a compact, thin pad designed for small spaces and outreach. This circular pad is powered by the computer and is ideal for mobile applications, including bookmobile services.



RFID SECURITY

RFID Gates

Both the EnvisionWare® ProLine™ RFID Gates and the EnvisionWare® MasterSeries UltraTransparent Gates™ offer audible and visual alarms, people counters and staff screen alerts through integration with EnvisionWare® Branch Manager™. Gates are available in standard and wide aisle options to fit your style, space and budget.



SELF-SERVICE CHECKOUT & RETURN SOLUTIONS

Self-service Software and Hardware

EnvisionWare RFID Software works seamlessly with our complete line of hardware and software options, including:

- OneStop™ software for library supplied computers
- ProLine™ Component Self-service Station - delivers the lowest entry point for a complete system
- X5 Self-service Station - a highly customizable kiosk system
- X11 Series Self-service Stations - available in kiosk and countertop versions



Media Security

The EnvisionWare® Media Case Controller (EMC2)™ provides one simple step to checkout and unlock any Clear-Vu One-Time™ cases, including Playaways®.

MOBILE OUTREACH & INVENTORY

Extremely versatile, the Mobile System can be used with a staff circulation client or EnvisionWare OneStop software for a portable checkout station, as well as inventory management, outreach, training, and mobile reference. Lightweight and durable, the system operates on battery up to 10 hours and includes:

- Mobile 10-inch tablet
- Wi-Fi RFID Blade Reader
- Inventory software



ENTERPRISE SOLUTIONS

Branch Manager

EnvisionWare® Branch Manager™ provides instant alerts from RFID gates to staff stations configured to monitor alerts. Staff sees the item ID, media type, gate location and item title on a display that supports alert acceptance and dispatch.

Additionally, Branch Manager supports alerts from OneStop™ self-checkout stations. Staff alerts include help requests, out of paper alerts and ILS connectivity issues. Patrons can press a help request button and the name of the screen the patron is currently viewing is visible, enabling staff to provide immediate assistance.

System Monitor

EnvisionWare® System Monitor™ is installed with each software component to manage license retrieval and activation and monitor system health. System Monitor diagnoses problems at multiple levels and provides alerts specific to the issue, such as if an RFID reader cable is disconnected or an RFID tag is invalid.

With a couple of clicks at any computer library staff can open or update a support case and submit a complete diagnostic of the computer including logs, configuration settings and details about the hardware and operating system.



AUTOMATED MATERIALS HANDLING

Automated Returns

Our Intelligent Returns software is designed to increase efficiency and save valuable staff time. This software can be incorporated into a complete self-service Intelligent Returns Station™, an RFID-enabled chute designed for rapid processing of returns.

Sorting Systems

EnvisionWare offers a 2 to 253-bin automated materials handling system designed to expand or change based on the needs of your library. The EnvisionWare Modular Sorter™ is whisper quiet and reliable, with a track record of 99% uptime.

PAYMENT SOLUTIONS

RFID software integrates with EnvisionWare eCommerce Self-service Solutions for:

- Credit, debit and online payments
- Online payment using library deposit/credit accounts
- Coin and bill stations for cash payments
- Stored value payment systems

RFID TAGS

EnvisionWare's GEN5 tags are age-and heat-tested to ensure lasting a lifetime without degradation.

- Library standard compliant: ISO 15693/18000-3
- Volume-priced discount, regardless of your collection size
- Offered in a broad range of tag formats with multi-color and pre-encoded tag options
- Unique '7-CENT' tags for periodicals and paperbacks
- Unique iPad tag



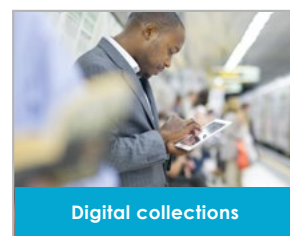
library solutions that
connect, engage and evolve

Transforming libraries

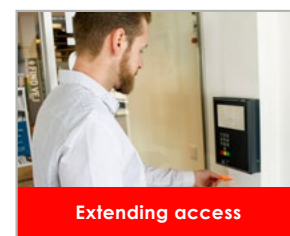
bibliotheca is committed to transforming libraries by creating solutions that help them connect, engage and evolve. For nearly 50 years, bibliotheca has dedicated research and development efforts to producing solutions that allow libraries to focus on the evolving needs of their communities – literacy efforts, job search programs, community outreach and more. Our goal is to empower libraries to reinvent their offerings and to encourage lifelong learning today and well into the future.



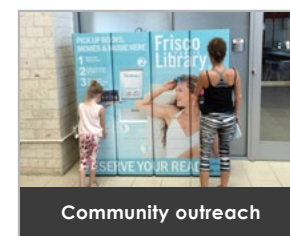
Self-service



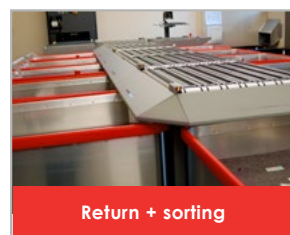
Digital collections



Extending access



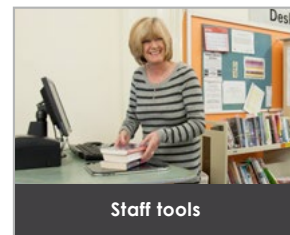
Community outreach



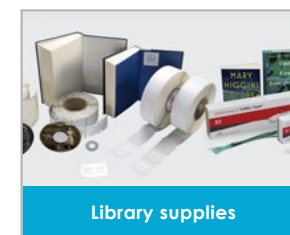
Return + sorting



Security detection



Staff tools



Library supplies



we help your library



connect

Provide a connection between the library and its users, wherever they happen to be, expanding its reach and role within the community.



engage

Encourage interaction with the library, in unique ways, that drives participation and enhances its overall importance.



evolve

Empower libraries to reinvent their offering and encourage lifelong learning today and well into the future.

Whether your library uses RFID, EM, barcodes or a hybrid mix of library technologies, we have you covered

The power of RFID

RFID provides library staff with powerful operational benefits. With the ability to store data, such as the item ID and security status on the tag, libraries can improve their productivity with the use of itemized reports and materials tracking. Faster self-service transaction times with multiple-item processing allow users to quickly get on with their day.

Genuine Tattle-Tape™

Libraries trust the reliability of Tattle-Tape™ solutions to keep their collections secure and available for users to access. EM is a reliable technology that helps protect your materials from inadvertent removal and theft. Our entire range of Tattle-Tape™ solutions is designed for easy use and reliable performance.



Self-service is only convenient if it's easy

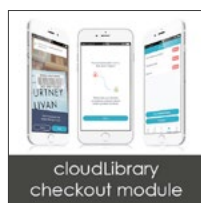
Our intuitive solutions were developed to meet the specific needs of library users. Not only can users easily borrow, return and renew physical items at our selfCheck™ kiosks, but they can also discover library events and programs, get new reading recommendations and even pay their library fees. Users can also borrow items from their smartphones, receive interactive selfCheck receipts on the go, easily switch between multiple virtual library cards in-app, and discover digital materials both at the physical selfCheck and on the go. When libraries truly integrate their physical and digital experiences, they empower readers.



selfCheck™ 1000



selfCheck™ 1000D



cloudLibrary
checkout module



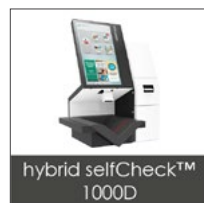
selfCheck™
500



selfCheck™
500D



hybrid selfCheck™
1000



hybrid selfCheck™
1000D



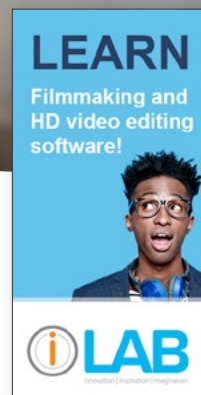
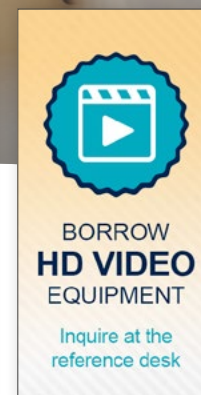
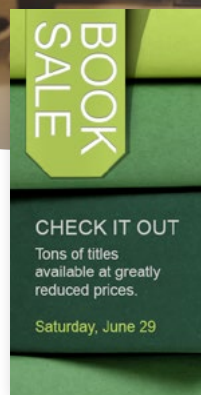
selfCheck™
components



hybrid selfCheck™
components

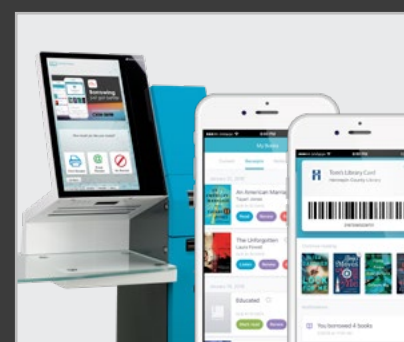


Read more...
on our self-service webpage



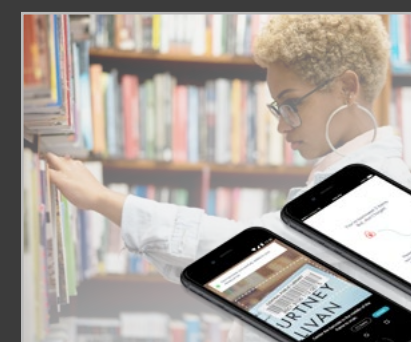
One app that empowers readers

Creating a more engaging experience for your library users, cloudLibrary™ helps physical borrowers stay organized with a convenient virtual library card, interactive receipts, due date reminders, organized packing lists and the ability to sort/filter and favorite items. Boasting a clean and modern UI, this app helps library users manage their borrowing history with ease and clarity. With three distinct modules that libraries can mix-and-match, cloudLibrary delivers a great app experience for library users.



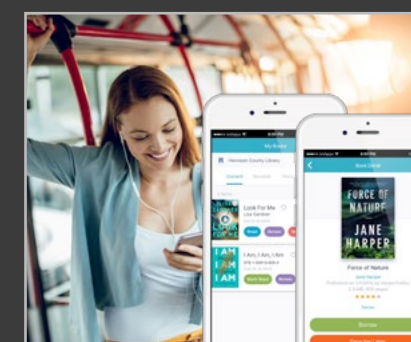
Virtual library card
with helpful reminders

Included with every selfCheck running quickConnect, cloudLibrary assist provides interactive receipts, library visit prep lists and helpful reminders for library transactions.



Easy checkout
from a smartphone

cloudLibrary checkout complements our selfCheck range with a mobile checkout experience that allows users to quickly borrow physical items from their own device.



1.5+ million eBooks
and eAudiobooks

cloudLibrary content offers an intuitive digital reading experience, making it easy for users to access and navigate digital eBooks and eAudiobooks.



Read more...
on our cloudLibrary webpage



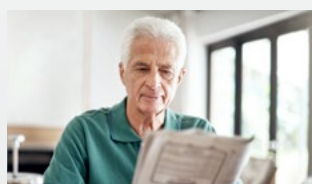
Extend open hours and provide convenient access

open+™ is a comprehensive solution that allows libraries to increase their open hours and build community engagement with extended access to self-service resources, wireless connections, physical collections and inviting spaces. Not only can libraries attract new users who are unable to visit the library during traditional hours but they can also be more flexible with their staff hours and focus on literacy needs of the community beyond the four walls of the library.



Read more...on our open+ webpage

Attract new users with expanded open hours



Older patrons wanting quiet time in the morning to read newspapers



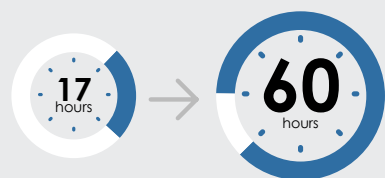
Students seeking a quiet space for studying in the evening



Shift workers and commuters that can't make traditional open hours



Parents with young children looking for welcoming and enjoyable space



Increased hours at Freelon Branch



52% increase in gate counts



37% accessed branch during open+ hours



40% increase in computer usage



Hamilton Public Library

First library in Canada to increase access for rural communities with open+ and remote assistance.

Read more... bibliotheca.com/hpl

100%

increase in usage compared to overall system



Deliver library holds to new locations

remoteLocker™ has been designed to extend the coverage and accessibility of your library service, offering users a self-service holds pick-up experience at locations and times more convenient to them. The modular system is customizable for any library or community space, while eye-catching graphic wraps help expand your library brand wherever the remoteLocker is located. Could your next library location be inside a grocery store, YMCA, community center or fire station?



Read more... on our remoteLocker webpage

Get books back on shelves faster and maximize staff productivity

Without automated return and sorting, getting returned books back on the shelf for the next borrower could take days. Streamline the library return process and maximize efficiency with flex AMH™. Accomplish work that used to require days in mere hours and reap the rewards of happier readers as well as library staff. For large library systems that span across multiple floors and buildings, flex transportationSystems allow for library materials to make it back to the correct location with ease. Completely customizable for your space and user requirements, flex AMH allows for the accurate sorting of library materials, improving efficiencies and service within any library!



Read more...
on our return + sorting webpage



Protect valuable materials in style

Keep your investment in physical collections safe with bibliotheca's range of security gates. We offer a variety of options including wide-aisle gates designed to accommodate parents with strollers, disabled patrons, and large groups. We support both RFID and electromagnetic (EM) technologies with visually appealing designs to fit your library aesthetic while protecting your valuable materials.



Read more...on our
security detection
webpage

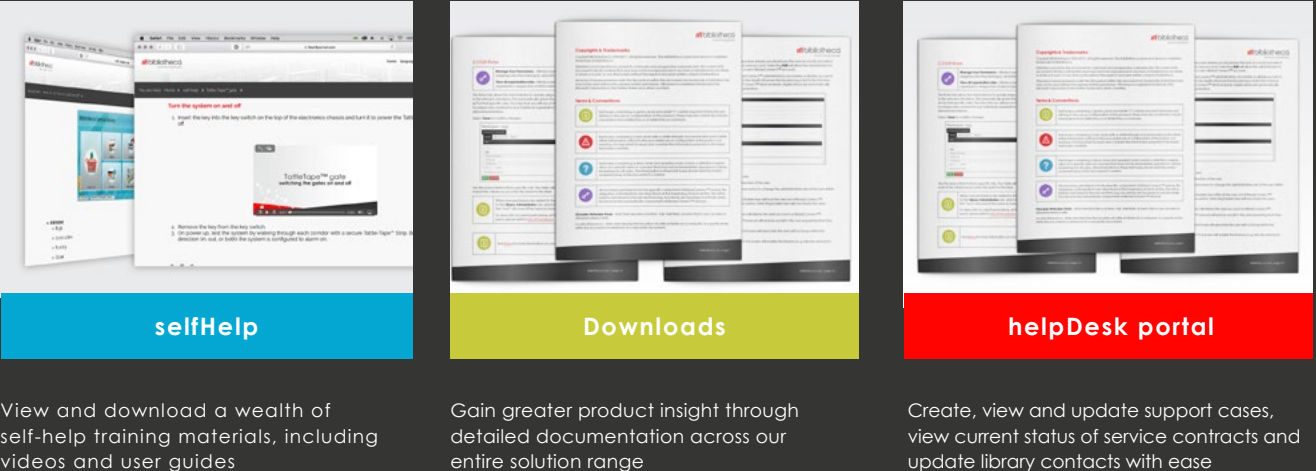
Staff tools + collection management

Staff time is precious. Our staff solutions focus on quick and easy tagging solutions, fast processing of items and helpful collection management tools. Our solutions take staff workflow into consideration, providing tools that keep your team happy while maximizing efficiency. From shelf-reading, re-shelving, and searching to weeding and exception-finding, our solutions take the manual work out of large collection searches and ease the daunting task of actively managing your collection.



Get the most out of your bibliotheca solutions with libraryConnect™

libraryConnect is a free one-stop dashboard where bibliotheca customers can access self-help training materials, download detailed product guides and view customer support updates.



Configure equipment and run reports from one central location

libraryConnect devices* is a central platform that allows libraries to access and configure bibliotheca equipment across multiple library branches from any internet-connected computer or tablet. Efficiently configure multiple devices across many locations, pull aggregated monthly reports and analyze the usage of your library to make better data-informed decisions.

* An annual subscription is required to access libraryConnect devices.



Easy reordering of library supplies

We offer a range of supplies needed to maintain your library investment in self-service. From RFID tags and Tattle-Tape™ Security Strips to receipt rolls and media locking cases, we offer customers the very best selection of options and make it easy to replenish supplies. Our tags, strips, and cases are guaranteed to work hand-in-hand with your bibliotheca equipment for seamless operation.



RFID tag range



Tattle-Tape™
Security Strips



RFID tag asset



mediaCase™ range



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info-us@bibliotheca.com
800.328.0067



info-ca@bibliotheca.com
877.207.3127



RFID

Radio Frequency Identification

FOCUS ON WHAT MATTERS.

Handle material with efficiency and care
so your staff can get back to
what matters most — your patrons.



www.tech-logic.com

Welcome to the Tech Logic family!
With simple, easy-to-use solutions
for your patrons and time- and
labor-saving solutions for your
staff, Tech Logic puts “People
First” in everything we do.



Tech Logic is the only company to offer the convenience of a Self-Checkout Combo Station, increasing efficiency, accuracy, and patron satisfaction. »



"Adding RFID capabilities to the Salt Lake County Library System delivered an immediate return on investment in customer convenience, and reduced the "time-to-shelf" of returned materials".

*— Gretchen Freeman,
Salt Lake County Library*

Discover New Efficiencies for Your Library

Detect. Identify. Organize. Deliver. Check In. Check Out. Weed.

One small, programmable tag delivers a new way to perform multiple tasks more efficiently in the library — from checkout to check-in, routing to shelf management and weeding.

RFID is gaining popularity in today's libraries because the tags are slim, reusable, and highly detectable, without the "line of sight" scanning required by barcodes.

The cost of tagging a collection has dropped dramatically over time, making it more affordable than ever. A Tech Logic Solutions Specialist can calculate the cost and recommend the most efficient methods to tag your collection.



Meet Tech Logic's Family of RFID-Supported Technology

CircIT™ Software

Tech Logic's proprietary self-checkout software

UltraSort with Hold Slip Print + Apply

The industry's most flexible sorting solution

Smart Bins™

Smart materials handling reduces strain on staff

Antennas (RFID Tag Readers)

Discreet, powerful tag readers

CircIT™ Self-Checkout Kiosk

Colorful, patron-friendly kiosk for self-checkout

uTagIT Tag Read/Write Software

Tag your collection on-the-fly

CircTRAK Shelf Management Wand

Ensure your catalog reflects what is on your shelves

Security Gates

A beautiful solution to lower your collection's theft rate

Our smartly-designed Theft Detection/Security Gates meet the demands of busy exits and high circulation.

- Convenient one-step self-checkout with RFID tags
- Built-in people counters for crucial gate count statistics
- Stolen materials report for collection management
- Designs to complement both modern and classic library interiors
- Quick-release pedestals designed for easy removal on the fly.



RFID Security Gates

Material theft rates are estimated to be between 4–8% of a library's collection each year. Each library presents unique challenges that influence decisions about the benefits of securing a collection. Tech Logic listens to your security needs and then combines superior technology with industry expertise to offer solutions that simply make sense.

Where is
your library
on the security
spectrum?

**NO
SECURITY
MEASURES =
HIGH RISK OF LOSS**

- No security gates
- No strips or tags
- Replace stolen materials from materials budget

SECURITY

- Use built-in security
- One-step self-checkout
- Install security gates
- Use RFID tags

Track and Protect Your Collection, Simply



RFID SECURITY MEASURES = REDUCED RISK OF LOSS

• Built-in RFID tag security
• Step self-checkout and check-in
• Security gates
• Generate reports to gauge success

HIGH COST & CUSTOMER IMPACT = LOW RISK OF LOSS

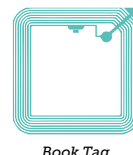
- Use the RFID tag as a security measure
- Install security gates
- Use Media Passport individual security cases for A/V
- Buy a vending kiosk to dispense part of the collection
- Maintain A/V closed stacks

The new FLEX Library Services Center and Self-Checkout Kiosk.

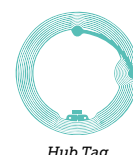
Ask about our community version! >>



Tech Logic offers three different types of non-proprietary ISO 15693 RFID tags:



Book Tag



Hub Tag



Overlay Tag

RFID Tags — The Foundation to Your Library's Success

Each small adhesive RFID tag (ISO 15693) houses a chip and a transmitter that can be coded for item identification, a security function that can be enabled or disabled, and a re-writable section for library-specific information. The tags can be affixed directly and discreetly to items, and are the basis for the speed and convenience library patrons and staff experience when using Tech Logic's products and services. Tech Logic uses the industry standard ISO 28560 data model, so you can be assured of complete interoperability with other libraries using ISO standard RFID solutions.



techlogic
BUILT BY LIBRARIANS



Tagging Your Collection

Tag your collection over time, branch by branch, all at once or let us do the conversion for you. With any of these options, your library can begin to experience the benefits of RFID as soon as possible.

uTagIT RFID Tag Read/Write Software

Start to tag new and returning materials immediately—or have book jobbers tag materials before they are shipped. Save even more processing time with pre-encoded tags for new materials where the barcode is already written to the tag during manufacture.

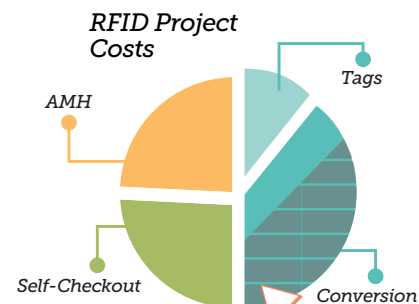
Portable RFID Tagging Station

With Tech Logic's custom portable tagging station, library staff can tag areas of the library during either open or closed hours in the stacks or behind the scenes. Depending on the type of materials, a two-person team can tag around 200-400 items per hour.

RFID Tagging Conversion Services

Tagging doesn't have to consume staff time and months of effort. Trust Tech Logic's proven experience to convert your existing collection, large or small, to RFID correctly and effortlessly. Your staff can focus on what matters most — your patrons.

Contact your Tech Logic Solutions Specialist to discuss the best RFID conversion strategy for your library system.



Tagging a collection is typically the most expensive part of the project.

A+

THE BEST SERVICE + SUPPORT

Tech Logic has the largest service network in the industry. All of our products are American made & designed for quality, to be user-friendly, intuitive and built-to-last.

 **techlogic**
BUILT BY LIBRARIANS

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Oakdale, MN 55128
800.494.9330
www.tech-logic.com

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020

TYPE OF AGENDA ITEM: Announcement

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

1.) COVID-19 Measures

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: August 3, 2020

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

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

FROM: Lorraine Berish, Senior Administrative Coordinator

DATE: July 28, 2020

SUBJECT: FEMA DR-4486 Funding Agreement No. Z1782

I. BACKGROUND: On March 19, 2020, the City of Destin submitted a request for assistance through FEMA Public Assistance Disaster Recovery Grant 4486 COVID-19. This funding request covers Category B emergency and exigent protective measures implemented by the City including, control and reduction of immediate threats to public health and safety; communications of general health and safety information to the public, and reimbursement for local government force account overtime costs.

II. DISCUSSION: COVID-19 expenses not included in this funding agreement request will be submitted for consideration through CARES Act.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): Total costs submitted to FEMA for reimbursement \$53,585.17. FEMA assistance will be provided at a 75 percent federal cost share.

Budget Impact:

Increase 01300-331500 FEMA OPERATING GRANT REVENUE \$40,189

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to authorize the Mayor to execute FEMA DR-4486 Funding Agreement No. Z1782, and all other required documents relating DR-4486 funding.

Attachments:

1. Funding Agreement Z1782
2. Cat B Budget & Expenses to date

Agreement Number:

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>CITY OF DESTIN</u>
Sub-Recipient's unique entity identifier:	<u>364637595</u>
Federal Award Date:	<u>March 13, 2020</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>01/20/2020 – Attachment B</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>01/20/2020 – Attachment B</u>
Amount of Federal Funds Obligated by this Agreement:	<u></u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u></u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u></u>
Federal award project description (see FFATA):	<u>Grant to eligible Sub-recipient as determined by FEMA</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.036 Public Assistance</u>
Indirect cost rate for the Federal award:	<u>See by 44 C.F.R. 207.5(b)(4)</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and
CITY OF DESTIN (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Sub-Recipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below;

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections; and

E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health, and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist.

a. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19. These noncompetitive contracts must comply with Federal guidance addressing exigency and emergency procurement.

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

- i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.
- ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.
- iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
- vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B to this Agreement ("Program Statutes and Regulations"). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,

- ii. Review and document all deliverables for which the Sub-Recipient requests payment.
- b. The Division's Grant Manager for this Agreement is:

Kim Schoffel
Title Program Supervisor
Bureau of Recovery
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4448
Email: Kim.Schoffel@em.myflorida.com

- c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

LANCE A. JOHNSON, CITY MANAGER
4200 INDIAN BAYOU TRAIL
DESTIN, FL 32541
Telephone: 850-837-4242
Email: LJOHNSON@CITYOFDESTIN.COM

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the Recipient's grants management system. Only the Authorized or Primary Agents identified in Attachment D to this Agreement ("Designation of Authority") may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with Attachment A to this Agreement (“Budget and Scope of Work”).

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon closeout of the Sub-Recipient’s account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Sub-Recipient may incur new obligations to carry out the work authorized under this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for allowable costs incurred during the period of performance. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specified agreement period. The C.F.R. requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Sub-recipient for DR-4486.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to section 252.37, Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon

a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, Florida Statutes, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and the Federal Awarding Agency, as specified in Attachment A of this Agreement ("Budget and Scope of Work"), which also outlines the maximum reimbursement amount for each deliverable.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." The Sub-Recipient must complete Attachment "D" by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to rpa.help@em.myflorida.com. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review all requests for reimbursement by comparing the documentation provided by the Sub-Recipient in the grants management system against a performance measure, outlined in Attachment A of this Agreement ("Budget and Scope of Work"), that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as,

“a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-Employee agreement, or an established policy of the Sub-Recipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (at the time of the execution of this agreement: \$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient’s written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division’s Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period

and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- m. As defined by 2 C.F.R. §200.53, the term “improper payment” means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient’s personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient’s personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State’s record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the five (5)-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the Division or the Sub-Recipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit,

cognizant agency for indirect costs, or pass-through entity to extend the retention period.

- iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
- iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the (five) 5-year retention requirement is not applicable to the Sub-Recipient.
- v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the

Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the State and Local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency), in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge, qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of Attachments A and B to this Agreement ("Budget and Scope of Work" and "Program Statutes and Regulations" respectively), and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and any applicable close-out reports. These reports shall include the current status and progress by the Sub-Recipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subgrantee Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachment A to this Agreement ("Budget and Scope of Work").

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information as required by the Federal Awarding Agency or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved.

A review shall be done for each function or activity in Attachment A to this Agreement ("Budget and Scope of Work") and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope reviews, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies as set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any

previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein.

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of a request for payment.

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health and to ensure public safety, as well as to lessen or avert the threat of a catastrophe." The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19.

b. If the Sub-Recipient contracts with any contractor or vendor for performance of

any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient shall monitor and document, in the Attachment J of this Agreement ("Quarterly Report"), the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Sub-Recipient shall ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes.

e. The Sub-Recipient may request guidance concerning procurement activity from the Division, but shall also use its own judgment to determine compliance with all applicable rules and statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by a program specific waiver. If an advance payment is requested, the budget data upon which the request is based, and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment H of this Agreement ("Justification of Advance Payment"). The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

c. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) EXPEDITED PROJECTS

The Division and the Federal Awarding Agency have established an Expedited Projects Program in order to help affected counties, municipalities, and private-non-profits recover from COVID-19. This program provides funding for 50% of the eligible scope of work for project versions of selected Expedited Category B projects. These amounts will be subject to the cost sharing requirements applicable for the disaster.

a. PROGRAM REQUIREMENTS

Each eligible Sub-Recipient can request to include Category B: Emergency Protective Measures projects in this expedited program. The work claimed must have been performed during the Public Health Emergency.

FEMA makes the final eligibility determination regarding project work and costs under the Expedited Program. In order to be eligible for this funding, these projects must be a “large” project with eligible scope of work totaling \$131,100 or more.

b. FUNDING

Funding will be provided at 50% of estimated costs incurred through an eligible scope of work for included projects, during the periods of performance. Any and all expedited projects will ultimately require a full validation through the grants management process for all costs incurred.

c. PARTICIPATION NOTIFICATION

The Sub-Recipient is responsible for notifying the State Public Assistance Officer (SPAO) of its intent to participate in the program. The Sub-Recipient notifies the SPAO by submitting the notification of their intention to participate via email to ExpeditedProjects@em.myflorida.com and the SPAO will then notify FEMA. Once that email correspondence is made, the project development will be tracked through Grants Portal and all payments will be made using the workflows in FDEM's Grants Management System.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by the Federal Awarding Agency or any other source, upon a determination by the Recipient or the Federal Awarding Agency that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in its grants management system.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of “Division of Emergency Management”, must include the invoice number and the

applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

d. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of

\$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,
- iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email to the assigned grant manager) the completed Attachment C of this Agreement ("Certification Regarding Debarment") for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law. This provision is only applicable to subrecipients receiving a state cost share.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such

property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(27) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E to this Agreement ("Statement of Assurances").

(28) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate

benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(29) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 – Funding Sources
 - ii. Attachment A – Budget and Project List
 - iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
 - iv. Attachment C – Certification Regarding Debarment
 - v. Attachment D – Designation of Authority
 - vi. Attachment E – Statement of Assurances
 - vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
 - viii. Attachment G – Public Assistance Program Guidance
 - ix. Attachment H – Federal Funding Accountability and Transparency Act (FFATA) Reporting
 - x. Attachment I – Mandatory Contract Provisions
 - xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
 - xii. Attachment K – Justification for Advance Payment

Agreement Number:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF DESTIN _____

By: _____
Name: GARY JARVIS _____
Title: MAYOR _____
Date: _____
FEID# 59-2480854 _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Jared Moskowitz, Director

Date: _____

EXHIBIT – 1
FUNDING SOURCES

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: \$ _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
 - o Link here: <https://www.fema.gov/media-library/assets/documents/111781>

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
 - Emergency Work**
 - Category A: Debris Removal
 - Category B: Emergency Protective Measures
 - Permanent Work**
 - Category C: Roads and Bridges
 - Category D: Water Control Facilities
 - Category E: Public Buildings and Contents
 - Category F: Public Utilities
 - Category G: Parks, Recreational, and other Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will be in violation of the terms of the Agreement.

Attachment A
Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated at the time of execution are:

DR-4486			Sub-Recipient: Destin, City Of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
		DR-4486 Total:	\$0.00		\$0.00		\$0.00		\$0.00		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and reasonableness of associated costs. The sub-recipient is required to complete all eligible Projects and submit appropriate supporting documentation for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities, as approved by FEMA.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Incident End Date

As of 5/21/2020 the incident is ongoing. The parties hereby agree that the end date of the incident, as determined by FEMA at a future date, will be established as the end date for this incident. Any documents or memoranda issued by FEMA establishing the end date for this incident is hereby incorporated by reference, and the parties agree to include any such documents into this agreement without any need to execute an amendment to this agreement. The parties do not agree to change any other terms in this agreement without express written approval.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Sub-recipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables

Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due 15 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.
 - o A. Affidavit. The Sub-Recipient is required to submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the following:

the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

- o B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Sub-Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, State and Local shares) for each payment request will be retained until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's Grant Manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FDEM Grants Management System prior to release of the retained amount, to include permits, policies & procedures, procurement and insurance documents. At such time all required activities and documentation requirements have been verified as performed and met, the Sub-Recipient may request the total retained amount.

Small Projects Deliverables

Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. Sub-Recipient must initiate the Small Project Closeout in FDEM Grants Management System within thirty (30) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FDEM Grants Management System, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount.

2 CFR 200.338 and section 215.971, Florida Statutes, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Sub-Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks. The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –

Based on 2 C.F.R. Section 200.309, a Sub-Recipient may be reimbursed for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division.

If the Sub-Recipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Sub-Recipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance.

Failure to submit quarterly reports timely – Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are

being achieved. Paragraph (12) of the subgrant agreement requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin. All work must be performed and completed in accordance with the Scope of Work. The report will also provide a detailed breakdown that supports the expenditure of funds under this Agreement, as well as any other information requested by the Division. These reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. In the event that a Sub-Recipient fails to timely submit this report, the Division will enforce the following:

- Withhold 0.1 percent of the entire eligible amount obligated every day the report is late
OR
- Withhold \$500.00, whichever is less.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

With respect to any Sub-recipient of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or
 - b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Sub-recipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Sub-recipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Sub-recipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
Signature
GARY JARVIS, MAYOR

Name and Title
4200 INDIAN BAYOU TRAIL

Street Address
DESTIN, FL 32541

City, State, Zip

Date

CITY OF DESTIN

Sub-Recipient's Name

DEM Contract Number

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in FDEM Grants Management System if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed, and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee:

Box 1: Authorized Agent (Full Access)

Agent's Name GARY JARVIS

Signature

Organization / Official Position MAYOR

Mailing Address 4200 INDIAN BAYOU TRAIL

City, State, Zip DESTIN, FL 32541

Daytime Telephone 850-837-4242

E-mail Address MAYOR@CITYOFDESTIN.COM

Box 2: Primary Agent (Full Access)

Agent's Name LANCE JOHNSON

Signature

Organization / Official Position CITY MANAGER

Mailing Address 4200 INDIAN BAYOU TRAIL

City, State, Zip DESTIN, FL 32541

Daytime Telephone 850-837-4242

E-mail Address LJOHNSON@CITYOFDESTIN.COM

Box 3: Alternate Agent (Full Access)

Agent's Name LORRAINE BERISH

Signature

Organization / Official Position SR. ADMIN COORDINATOR

Mailing Address 4200 INDIAN BAYOU TRAIL

City, State, Zip DESTIN, FL 32541

Daytime Telephone 850-837-4242

E-mail Address LBERISH@CITYOFDESTIN.COM

Box 4: Other-Finance/Point of Contact (Full Access)

Official's Name KRYSTAL STRICKLAND

Signature

Organization / Official Position FINANCE DIRECTOR

Mailing Address 4200 INDIAN BAYOU TRAIL

City, State, Zip DESTIN, FL 32541

Daytime Telephone 850-837-4242

E-mail Address KSTRICKLAND@CITYOFDESTIN.COM

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Agent's Name KAREN JANKOWSKI

Signature

Organization / Official Position HR/RISK MANAGER

Mailing Address 4200 INDIAN BAYOU TRAIL

City, State, Zip DESTIN, FL 32541

Daytime Telephone 850-837-4242

E-mail Address KJANKOWSKI@CITYOFDESTIN.COM

Box 6: Other-Environmental-Historic (Full Access)

Agent's Name JEFF COZADD

Signature

Organization / Official Position PROJECTS/GRANTS MGR

Mailing Address 4200 INDIAN BAYOU TRAIL

City, State, Zip DESTIN, FL 32541

Daytime Telephone 850-837-4242

E-mail Address JCOZADD@CITYOFDESTIN.COM

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature

Date

DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT			
Sub-Grantee:		Date:	
Box 7:	Other (Read Only Access)	Box 8:	Other (Read Only Access)
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 9:	Other (Read Only Access)	Box 10:	Other (Read Only Access)
Agent's Name		Official's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 11:	Other (Read Only Access)	Box 12:	Other (Read Only Access)
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Sub-Grantee's Fiscal Year (FY) Start: Month: Day:			
Sub-Grantee's Federal Employer's Identification Number (EIN) -			
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management			
Sub-Grantee's: FIPS Number (If Known) - -			

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

- 1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Sub-Recipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not, it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,
 - ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. Create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. Return the property to its natural state as though no improvements had been contained thereon;
 - iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. Provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. Leave the demolished site clean, level, and free of debris;
 - vii. Notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. Obtain all required permits;
 - ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,
 - xii. Provide documentation of public notices for demolition activities.
- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be

responsible for conducting inspections to ensure compliance with these specifications by the contractor.

- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000⁰⁰ or more.
- m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
- n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Sub-Recipient agrees it will comply with the:

- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
- b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
- c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
- d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
- f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.
- g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
- h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead-based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

- t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;
 - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - vii. The Fish and Wildlife Coordination Act of 1958;
 - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
 - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).

For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees.

FOR THE SUBGRANTEE/SUB-RECIPIENT:

Signature

GARY JARVIS, MAYOR

Printed Name and Title

Date

Public Assistance Alternative Procedures for Permanent Work Pilot (Version 4) FEMA Recovery Policy FP 104-009-7

BACKGROUND

Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (Stafford Act)¹ authorizes FEMA to award Public Assistance (PA) funding based on fixed estimates. This version 4 of the *Public Assistance Alternative Procedures for Permanent Work Pilot* (Pilot) policy supersedes version 3 and the Alternative Procedures Project language in Chapter 2.VII.G of the *Public Assistance Program and Policy Guide*² (PAPPG). All other portions of the PAPPG apply except where specifically stated otherwise.

PURPOSE

The purpose of this policy is to define the framework and requirements to ensure appropriate and consistent implementation.

PRINCIPLES

- A. Increase flexibility in the administration of such assistance by allowing Applicants to use funds in a manner that best meets their specific needs for recovery, long-term resiliency, and future preparedness.
- B. Simplify the delivery of assistance and reduce administrative costs associated with PA projects.

REQUIREMENTS

A. FIXED-COST OFFER ACCEPTANCE

Outcome: Enable Applicants to drive their own recovery.

- 1. FEMA and the Recipient will work with the Applicant to formulate disaster-related damage into projects and reach agreement on the eligible scopes of work (SOW) for all Permanent Work projects. Once agreement is reached on the disaster-related damage and eligible SOW, FEMA or the Applicant will develop a cost estimate in accordance with Section G, *Cost Estimates*.
- 2. After the cost estimate is developed by FEMA or developed by the Applicant and validated by FEMA as being reasonable and eligible based on the work required to address the disaster-related damage, FEMA will transmit a fixed-cost offer via its Grants Manager/Portal to the Applicant for acceptance.

¹ Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

² www.fema.gov/media-library/assets/documents/111781

3. The total fixed-cost amount is established based on the aggregate of:
 - a. The estimated cost to restore disaster damaged facilities to pre-disaster design (size and capacity) and function in accordance with eligible codes and standards; and
 - b. The estimated cost for cost-effective hazard mitigation measures associated with the actual restoration SOW to be implemented.
4. If the Applicant accepts the fixed-cost offer for a Large Project, it is considered a Pilot Project and the Applicant will:
 - a. Not be required to rebuild the facilities back to what existed prior to the disaster.
 - b. Be allowed to share funds across all of its Pilot Projects.
 - c. Not be required to track costs to specific work items.
 - d. Not be required to track costs or work to specific Pilot Projects since funds can be shared across all of its Pilot Projects.
 - e. Be allowed to retain and use excess funds to reduce risk and improve future disaster operations (subject to timely closeout).
 - f. Be eligible for cost-effective hazard mitigation on replacement projects.

B. DEADLINES

Outcome: Increase speed of recovery through timely agreement on fixed-cost offers.

1. Applicants have no more than 18 months from the disaster declaration date to:
 - a. Determine the actual SOW and hazard mitigation measures to be implemented; and
 - b. Accept a fixed-cost offer for each project (also subject to 30-day deadline from receipt, see B.2).
2. Each time FEMA transmits a fixed-cost offer, the Recipient and Applicant will have a combined total of 30 calendar days from the date of FEMA's transmittal of the fixed-cost offer to accept the offer (not to exceed the 18-month deadline). Any projects without accepted fixed-cost offers by the 30-day and 18-month deadlines will be processed using standard PA policies and procedures and funded in accordance with Title 44 Code of Federal Regulations §206.205.
3. Time extensions to accept fixed-cost offers must be approved by FEMA's Assistant Administrator for Recovery.

C. HAZARD MITIGATION

Outcome: Promote resiliency through inclusion of hazard mitigation.

1. When the Applicant is restoring a facility to pre-disaster function, size, capacity, and location, FEMA evaluates the proposed hazard mitigation SOW and cost-effectiveness based on the criteria in Chapter 2.VII.C of the PAPPG.
2. When the Applicant is restoring the function, but changing the pre-disaster capacity of a facility (Improved Project), the proposed hazard mitigation SOW is developed based on the actual SOW to be implemented; however, the cost-effectiveness is evaluated based on the fixed-cost amount accepted for the pre-disaster restoration SOW. If the capacity is

increased, the proposed hazard mitigation SOW and cost is limited to the SOW and cost necessary to mitigate to the pre-disaster capacity of the damaged facility.

- Applicants must complete the approved hazard mitigation in order to retain the fixed-cost amount accepted for hazard mitigation.

D. USE OF FUNDS

Outcome: Increase effectiveness of assistance through increased flexibility and expanded use of funds.

- Applicants may use fixed-cost funds, including any excess funds across all Pilot Projects.
- Applicants may request to use fixed-cost funds for any of the activities defined as eligible under the *Use of Fixed-Cost Funds* column in the table below. Once FEMA approves and the Applicant completes the SOW associated with these activities, the Applicant may use any excess funds for the expanded list of eligible activities listed under the *Use of Excess Funds* column.
- Any excess funds remaining after the approved SOW is complete may be used for cost-effective activities that reduce the risk of future damage, hardship, or suffering from a major disaster, and activities that improve future PA operations or planning. The Applicant must submit a proposed SOW for use of any excess funds, along with a project timeline to the Recipient within 90 days of the date the last Alternative Procedures Project was completed. The Recipient must forward the request to FEMA within 180 days of date the last Alternative Procedures Project was completed. FEMA will evaluate the proposed use of excess funds for reasonableness to ensure prudent use of funds. FEMA will also evaluate the submitted project timeline and approve an appropriate deadline for project completion, not to exceed the overall disaster period of performance.
- The following table lists examples of eligible and ineligible types of work and costs when using fixed-cost funds and excess funds.

Type of Work or Cost (all work or costs listed must otherwise be eligible for PA)	Use of Fixed-Cost Funds	Use of Excess Funds
Restoration of disaster-damaged facilities and equipment	Eligible	Eligible
Restoration of disaster-damaged facilities in undeclared areas within the same State or Tribal area	Ineligible	Eligible
Alternate Projects (e.g., purchasing equipment, constructing new facilities, improvements to undamaged facilities such as shelters and emergency operation centers) in declared areas	Eligible	Eligible
Cost-effective hazard mitigation measures for undamaged facilities	Ineligible	Eligible
Covering future insurance premiums, including meeting obtain and maintain (O&M) insurance requirements, on damaged or undamaged facilities	Ineligible	Eligible

Work on facilities that are ineligible due to a failure to meet previous O&M requirements	Ineligible	Ineligible
Conducting or participating in training for response or recovery activities, including Federal grants management or procurement courses	Ineligible	Eligible
Planning for future disaster response and recovery operations, such as developing or updating plans (e.g., Debris Management Plans, Hazard Mitigation Plans, Pre-disaster Recovery Plans, Emergency Management/Operation Plans), integrating these plans into other plans, preparedness activities, exercises, and outreach	Ineligible	Eligible
Salaries for PA or emergency management staff. This may include but is not limited to staff performing PA grant administration, monitoring, and closeout activities for other PA disaster grants, and staff developing or updating disaster plans	Ineligible	Eligible
Paying down debts	Ineligible	Ineligible
Covering operating expenses	Ineligible	Ineligible
Covering budget shortfalls	Ineligible	Ineligible
Covering the non-Federal cost share of FEMA projects or other Federal awards	Ineligible	Ineligible

E. SCOPE OF WORK CHANGES

Outcome: Reduce administrative burden by simplifying requirements for changes to a SOW.

1. Once the SOW is approved and a fixed-cost offer is accepted:
 - a. The Applicant must notify FEMA prior to making SOW changes that involve:
 - i. Buildings or structures that are 45 years of age or older;
 - ii. Ground disturbing activities; or
 - iii. Work in or near waterways.
 - b. With exception of buildings or structures that are 45 years of age or older, the Applicant does not need to notify FEMA when it intends to make changes that substantially conform to the approved SOW. Changes that substantially conform include items, such as:
 - i. Substitutions in material type (e.g., pre-cast concrete vs. steel beam, stainless steel vs. galvanized fasteners); or
 - ii. Interior floor plan reconfigurations (e.g., adding, moving, or removing rooms/features).
 - c. If the Applicant wishes to change the SOW to the extent that it changes the hazard mitigation, such changes must be approved within the 18-month deadline and the fixed-cost offer amount will be adjusted to reflect the revised hazard mitigation SOW.

F. ENVIRONMENTAL AND HISTORIC PRESERVATION

Outcome: Ensure all projects are compliant with environmental and historic preservation (EHP) laws, regulations, and executive orders.

1. FEMA will conduct EHP compliance reviews on the actual SOW to be implemented. EHP review needs to occur prior to FEMA approval and prior to the Applicant starting any work that has potential to impact the environment, historic properties, or archaeological resources. This includes, but is not limited to, demolition, site preparation, and ground disturbing activities.
2. The Applicant must comply with all applicable EHP laws, regulations, and Executive Orders in accordance with the FEMA Directive 108-1, *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, and accompanying Instruction. Non-compliance with EHP conditions and requirements may result in the deobligation of funds.

G. COST ESTIMATES

Outcome: Develop fixed-costs based on accurate cost estimates.

1. FEMA or the Applicant may develop cost estimates as follows:
 - a. FEMA will prepare its estimates using the Cost Estimating Format (CEF) and will include the CEF contingency factor "Applicant Reserve for Change Orders."
 - b. Applicant-submitted estimates must comply with Chapter 3.II.D of the PAPPG. FEMA will evaluate Applicant-submitted estimates using the *Public Assistance: Reasonable Cost Evaluation Job Aid*. This Job Aid includes a checklist in Appendix A: *Validation of Applicant-Provided Cost Estimates*, which FEMA will use to review and validate cost estimates.
 - c. The estimate must be based on the current phase of design or construction inclusive of any known costs.
 - d. If eligible work has been completed at the time the cost estimate is developed that portion of the fixed amount will be based on the actual cost.
 - e. The cost estimate must include a reduction to account for any anticipated insurance proceeds based on the Applicant's insurance policy, or if known, the actual insurance proceeds.
2. A FEMA-funded, independent panel of cost estimating experts may review project estimates. The review will be limited to issues pertaining to the estimated cost and the panel will not make decisions related to the eligibility of work. However, it may make determinations about whether cost elements are required to execute the SOW. The panel may review cost documentation for completed work, if necessary.
 - a. FEMA may request the independent panel review for any cost estimate.
 - b. Applicants may request the panel review the estimate for any project with an estimated Federal share of at least \$5 million.
 - c. All project estimates with an estimated Federal share of \$25 million or greater will be reviewed by the independent panel.

- d. The panel will complete its review before FEMA transmits the fixed-cost offer.

H. INSURANCE

Outcome: Ensure FEMA assistance does not duplicate insurance proceeds.

1. Fixed-cost amounts will be reduced to avoid duplication with insurance proceeds in accordance with Chapter 2.V.P.1 of the PAPPG. This includes any necessary adjustments at closeout.
2. All insurable facilities for which funds are used (including excess funds) are subject to O&M requirements in accordance with Chapter 2.VII.A of the PAPPG. If the Applicant does not comply with the O&M requirement, FEMA will deobligate the fixed amounts related to the non-compliance and the facilities for which the Applicant failed to comply will not be eligible for future PA funding.

I. CLOSEOUT REQUIREMENTS

Outcome: Reduce the administrative costs associated with closeout by simplifying closeout documentation requirements and incentivize timely closeout.

1. Work must be completed by the end of the latest Pilot Project period of performance and the Recipient must certify that all incurred costs are associated with the approved SOW and that the Applicant completed all work in accordance with FEMA regulations and policies. The Recipient must submit its certification to FEMA within 180 days of the Applicant completing its last Pilot Project or the latest Pilot Project deadline, whichever occurs first, in order for the Applicant to retain and use any excess funds.
2. The closeout certification must include a final report of Pilot Project costs and documentation to support the following:
 - a. Summary of actual work completed;
 - b. Mitigation measures achieved, if applicable;
 - c. Compliance with EHP requirements;
 - d. Compliance with the O&M insurance requirement;
 - e. Summary of total actual costs to complete the Pilot Projects;
 - f. Compliance with Federal procurement procedures; and
 - g. Actual insurance proceeds received.
3. Applicants do not need to track costs to specific work items. Applicants only need to substantiate and certify that all claimed costs are related to the overall work deemed eligible for the Pilot Projects.
4. Applicants must comply with the requirements of 2 CFR Part 200, including document retention.

J. APPEALS

FEMA will not consider appeals on a Pilot Project unless it is related to a cost adjustment made by FEMA after the fixed-cost offer is accepted (i.e., related to insurance, non-compliance, or an audit). Any disagreement on damage, SOW, or cost must be resolved

prior to accepting a fixed-cost offer. Additionally, time extension denials on a Pilot Project are not appealable.

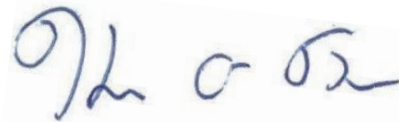
K. AUDITS

The U.S. Department of Homeland Security's Office of Inspector General and the U.S. Government Accountability Office have authority to audit any project. Once the Applicant signs the fixed-cost offer, FEMA may still adjust funding due to audit findings.

L. PILOT POLICY VERSUS STANDARD PA POLICY

The following table summarizes the differences between the Alternative Procedures Pilot policy and the standard PA policy:

Alternative Procedures Policy	Standard Policy
Fixed-cost project with use of excess funds.	Actual cost project. No retention of excess funds associated with the approved estimate.
May use funds across all Pilot projects.	Can only use funds toward the specific work identified in each specific project.
After FEMA approves a SOW, approval is only required for changes that involve buildings or structures aged 45 years or older, ground disturbing activities, or work in or near water.	After FEMA approves a SOW, approval is required for any change to the SOW.
Do not need to track costs associated with changes to the SOW.	Must track costs associated with all changes to the SOW.
Do not need to track costs to specific work items. Only need to track the total costs associated with the Pilot Projects.	Must track costs specific to each work item within each individual project.
Do not need to track work to specific Pilot Projects. Only need to substantiate that the work is related to the approved SOW covered in the Pilot Projects.	Must track all work to each individual project.



Keith Turi
Assistant Administrator, Recovery Directorate

August 29, 2019
Date

ADDITIONAL INFORMATION

REVIEW CYCLE

This policy will be reviewed, reissued, revised or rescinded by the Assistant Administrator of Recovery within 4 years of the date of signature on this policy.

AUTHORITIES

Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

QUESTIONS

Direct questions to Tod Wells, Acting Director, Public Assistance Division, at Tod.Wells@fema.dhs.gov.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Sub-Recipients must use the Grantee's/Recipient's web-based project management system, to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FDEM Grants Management System.

2. PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FDEM Grants Management System website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000⁰⁰ or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. PROJECT AMENDMENTS

Project Amendments may be requested by the Sub-Grantee/Sub-Recipient, in FDEM Grants Management System, on both small and large projects, to:

- 1) New Time Extension;
 - a) Requests for Time Extensions within the Grantee/Sub-Recipient's authority
 - b) Requests for Time Extensions not within the Grantee/Sub-Recipient's authority
- 2) New Project Amendment;
 - a) Requests for Alternate Projects; and/or
 - b) Requests for Improved Projects; and/or
 - c) Requests for Mitigation Opportunities; and/or
 - d) Requests for Revised Scope of Work; and/or
 - e) Significant Cost Variance (>20%); and/or
 - f) Use of Eligible Excess Funds
- 3) New Project Appeal

- a) Applicant Appeal
 - i) Request First Appeal; and/or
 - ii) Request Second Appeal; and/or
 - iii) Request Appeal via Arbitration
- b) Project Appeal
 - i) Large Project Appeal
 - (1) Request First Appeal; and/or
 - (2) Request Second Appeal; and/or
 - (3) Request Appeal via Arbitration
 - ii) Small Project Appeal
 - (1) Small Project Netting

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at <http://www.fema.gov/alternative-procedures> and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for

completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or,
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For COVID-19 DR-4486, projects that are under \$131,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation for permanent work projects (Categories C-G). The self-certification will require the applicant to certify that the damaged facility is eligible, the scope of work is eligible, and that the funds will be expended in accordance with State and Federal law. A copy of the self-certification is attached hereto.

This self-certification will be completed during project development in Grants Portal prior to obligation. Once the project is obligated, the Division will reimburse the project without a request for reimbursement. However, in order to close out the project, the applicant must provide before and after photos of the project.

5. TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and,
- The project timeline with the projected completion date.

Within its discretion, set out by 44 C.F.R. §206.204, the Division will grant a time extension for all emergency work, or Category A (debris removal) and B (emergency protective measures) work, by three (3) months. This extends the period of performance for all applicants designated for Category A and B work.

This time extension does not apply to Permanent Work projects. For Permanent Work projects, the applicant will need to submit a time extension request via the FDEM Grants Management System once the project is obligated by FEMA. If the Division grants the time extension request, the grant will be retroactive.

It may extend Emergency Work projects by six (6) months and Permanent Work projects by thirty (30) months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved SOW and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Applicant did not restore.

Time Extension requests should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline/project schedule in support of requested time
- Basis for time extension request:
 - o Delay in obtaining permits
 - Permitting agencies involved and application dates
 - o Environmental delays or limitations (e.g., short construction window, nesting seasons)
 - Dates of correspondence with various agencies
 - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
 - o Specific details
- Other reason for delay
 - o Specific details

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

6. INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by

insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101(b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000⁰⁰.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states, "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

- a) A Request for Reimbursement (available in the FDEM Grants Management System);
- b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report in the FDEM Grants Management System and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,
- c) The FDEM Cost Claim Summary Workbook (found in the Forms section of the FDEM Grants Management System), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. ADVANCES

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via the FDEM Grants Management System no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.
7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:
 - a) The Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 - b) The Sub-Recipient must submit to the Recipient the budget supporting the request.
8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;
9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment only if permissible in accordance with 2 C.F.R. § 200.305(b). Advance payments are only permissible if in compliance with 2 C.F.R. § 200.305(b), and PAAP projects are no exception.

10. DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FDEM Grants Management System may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?

Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.

1-866-705-5711

What do I need before I request a DUNS number?

Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?

There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?

Call the toll-free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.

The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting

are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com>.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates \$25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: _____

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$

OBLIGATION/ACTION DATE: _____

SUBAWARD DATE (if applicable): _____

DUNS#: 364637595

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: CITY OF DESTIN

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: 4200 INDIAN BAYOU TRAIL

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY DESTIN STATE FL ZIP CODE+4** 32541

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; AND, (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: KRYSTAL STRICKLAND, FINANCE DIRECTOR

DATE: _____



CONTRACT PROVISIONS TEMPLATE

FEMA Office of Chief Counsel

Procurement Disaster Assistance Team

INTRODUCTION

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for equipment or services under a contract, that contract **must** contain the applicable clauses described in [Appendix II to the Uniform Rules](#) (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. In addition, there are certain contract clauses which are recommended by FEMA.

This document outlines the federally required contract provisions in addition to FEMA-recommended provisions.

- For some of the required clauses, sample language or references to find sample language are provided.
- Sample language for certain required clauses (remedies, termination for cause and convenience, changes) is not provided since these must be drafted in accordance with the non-Federal entity's applicable local laws and procedures.
- For the clauses which require that exact language be included, the required language is provided. Those clauses are specifically identified below.

Please note that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

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Required Contract Provisions: Quick Reference Guide

KEY	
Required/Recommended Provision	☐
Required/Recommended Provision and Required Exact Language	☐
Not Required for PA Awards (Grants)	☐

	Required Provision	Contract Criteria	Sample Language?
1.	Legal/contractual/administrative remedies for breach of contract	> Simplified Acquisition Threshold (\$250k)	No. It is based on applicant's procedures.
2.	Termination for cause or convenience	> \$10k	No. It is based on applicant's procedures.
3.	Equal Employment Opportunity	Construction work	Yes. 41 CFR Part 60-1.4(b)
4.	Davis Bacon Act	Construction work	Not applicable to PA grants
5.	Copeland Anti-Kickback Act	Construction work > \$2k	Not applicable to PA grants
6.	Contract Work Hours and Safety Standards Act	> \$100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
7.	Rights to inventions made under a contract or agreement	Funding agreement	Not applicable to PA grants
8.	Clean Air Act and Federal Water Pollution Control Act	>\$150k	Yes
9.	Debarment and Suspension	All	Yes
10.	Byrd Anti-Lobbying Amendment	All (>\$100k: Certification)	Yes. Clause and certification
11.	Procurement of Recovered Materials	Applicant is a state or political subdivision of a state. Work involves the use of materials.	Yes

Recommended Contract Provisions: Quick Reference Guide

	Recommended Provision	Contract Criteria	Sample Language?
1.	Access to Records	All	Yes
2.	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3.	DHS Seal, Logo, and Flags	All	Yes
4.	Compliance with Federal Law, Regulations and Executive Orders	All	Yes
5.	No Obligation by Federal Government	All	Yes
6.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes

REQUIRED CONTRACT PROVISIONS

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. **It DOES NOT apply to the FEMA Public Assistance Program.**
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (**write in the name of the Federal agency or the loan or grant recipient**) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard.** If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- b. Applicability. This requirement applies to “*funding agreements*,” but it **DOES NOT apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as

amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the (**name of applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative

agreement programs.

c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. Suggested Language. The following provides a debarment and suspension

clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any

Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

RECOMMENDED CONTRACT PROVISIONS

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, **FEMA recommends** the following:

1. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

- b. Suggested Language.

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (**insert name of state agency or local or Indian tribal government**), (**insert name of recipient**), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or

his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (**write in name of the non-federal entity**) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. Suggested Language.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. Suggested Language.

“This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

5. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. Suggested Language.

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- c. Suggested Language.

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non-Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

CITY OF DESTIN

Sub-Recipient Agency

Date

Signature

GARY JARVIS, MAYOR

Printed Name & Title

Attachment K
JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Agreement
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

Attachment A
Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated at the time of execution are:

DR-4486			Sub-Recipient: Destin, City Of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
		DR-4486 Total:	\$0.00		\$0.00		\$0.00		\$0.00		

Disaster No.
DR-4486

CITY OF DESTIN

CAT B Expenses Budget
5/29/2020 9:40 AM

Budget Category	Budget Amount	Costs incurred to date	Budget Remaining
A. Force Acct Labor	\$ 25,000.00	\$ 23,094.24	\$ 1,905.76
B. Force Acct Equipment	\$ 1,000.00	\$ 779.58	\$ 220.42
C. Materials and Supplies	\$ 36,000.00	\$ 29,711.35	\$ 6,288.65
Total	\$ 62,000.00	\$ 53,585.17	\$ 8,414.83

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney

DATE: July 30, 2020

SUBJECT: Extensions 15 and 16 to the Amended COVID-19 Declaration of State of Emergency

I. BACKGROUND: On July 7, 2020, Governor DeSantis issued Executive Order 20-166, extending the statewide state of emergency another 60 days from July 7, 2020.

II. DISCUSSION: To ensure the City maintains maximum flexibility to respond to the unpredictable COVID-19 virus and can continue conducting meetings through use of communications media technology, the City Council should authorize the City Manager to attached extensions to the City's Amended Declaration of State of Emergency.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to authorize and direct the City Manager to execute Extensions 15 and 16 to the Amended Declaration of State of Emergency if the City Manager determines that an emergency still exists on August 3 and August 10, respectively.

Attachments:

1. COVID 19 Declaration - Extension 15
2. COVID 19 Declaration - Extension 16

**EXTENSION NO. 15 – FIRST AMENDED DECLARATION OF STATE OF
EMERGENCY – NOVEL CORONAVIRUS, COVID-19
CITY OF DESTIN, FLORIDA**

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order No. 20-51 directing the Florida Department of Health to issue a Public Health Emergency, which direction was followed by the appropriate agencies; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order No. 20-52 declaring a State of Emergency for every county in Florida for COVID-19; and

WHEREAS, on March 18, 2020, the Mayor and City Manager of the City of Destin, Florida (the “City”) jointly issued a Declaration of a State of Emergency (the “COVID-19 Declaration”) in response to COVID-19; and

WHEREAS, there is law potentially limiting the COVID-19 Declaration’s effect to a period of only seven (7) days; and

WHEREAS, the conditions continue to exist requiring the extension of the COVID-19 Declaration; and

WHEREAS, on March 25, 2020, the Mayor and City Manager jointly issued Extension Number 1 to the COVID-19 Declaration;

WHEREAS, on April 1, 2020, the COVID-19 Declaration and Extension Number 1 thereto were duly ratified and approved by the Destin City Council; and

WHEREAS, on April 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the COVID-19 Declaration; and

WHEREAS, on April 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 8, 2020; and

WHEREAS, on April 6, 2020 the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 15, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue the First Amended Declaration of State of Emergency relating to the novel coronavirus, COVID-19; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 1 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 27, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 4, 2020; and

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist of May 11, 2020; and

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 18, 2020; and

WHEREAS, on May 18, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 5 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 25, 2020; and

WHEREAS, on May 18, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 6 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 1, 2020; and

WHEREAS, on June 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 7 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 8, 2020; and

WHEREAS, on June 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 8 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 15, 2020; and

WHEREAS, On June 15, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 9 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 22, 2020; and

WHEREAS, on June 15, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 10 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 29, 2020; and

WHEREAS, on July 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 11 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 6, 2020; and

WHEREAS, on July 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 12 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 13, 2020;

WHEREAS, on July 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 13 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 20, 2020;

WHEREAS, on July 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 14 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 27, 2020; and

WHEREAS, on August 3, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 15 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 3, 2020

NOW THEREFORE, in consideration of the recitals above, all of which are incorporated herein below by reference, the City Manager hereby extends the Amended COVID-19 Declaration, and further states:

Section 1. COVID-19 Declaration Extended.

1. The COVID-19 Declaration is hereby extended for the maximum amount of time allowed by law or until the City Council determines that a state of emergency no longer exists. However, this the state of emergency shall not exceed any Executive Order from the Governor revoking or withdrawing Executive Order 20-52 and if Executive Order 20-52 is revoked or withdrawn, then this State of Emergency shall terminate automatically and without further action by the City Manager or City Council.

DULY EXECUTED this 3rd day of August, 2020.

Lance Johnson, City Manager

Date: _____

Attest:

Approved as to form and legal
sufficiency:

Rey Bailey, City Clerk
Date: _____

Kyle Bauman, City Attorney
Date: _____

**EXTENSION NO. 16 – FIRST AMENDED DECLARATION OF STATE OF
EMERGENCY – NOVEL CORONAVIRUS, COVID-19
CITY OF DESTIN, FLORIDA**

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order No. 20-51 directing the Florida Department of Health to issue a Public Health Emergency, which direction was followed by the appropriate agencies; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order No. 20-52 declaring a State of Emergency for every county in Florida for COVID-19; and

WHEREAS, on March 18, 2020, the Mayor and City Manager of the City of Destin, Florida (the “City”) jointly issued a Declaration of a State of Emergency (the “COVID-19 Declaration”) in response to COVID-19; and

WHEREAS, there is law potentially limiting the COVID-19 Declaration’s effect to a period of only seven (7) days; and

WHEREAS, the conditions continue to exist requiring the extension of the COVID-19 Declaration; and

WHEREAS, on March 25, 2020, the Mayor and City Manager jointly issued Extension Number 1 to the COVID-19 Declaration;

WHEREAS, on April 1, 2020, the COVID-19 Declaration and Extension Number 1 thereto were duly ratified and approved by the Destin City Council; and

WHEREAS, on April 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the COVID-19 Declaration; and

WHEREAS, on April 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 8, 2020; and

WHEREAS, on April 6, 2020 the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 15, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue the First Amended Declaration of State of Emergency relating to the novel coronavirus, COVID-19; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 1 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 27, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 4, 2020; and

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist of May 11, 2020; and

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 18, 2020; and

WHEREAS, on May 18, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 5 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 25, 2020; and

WHEREAS, on May 18, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 6 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 1, 2020; and

WHEREAS, on June 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 7 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 8, 2020; and

WHEREAS, on June 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 8 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 15, 2020; and

WHEREAS, On June 15, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 9 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 22, 2020; and

WHEREAS, on June 15, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 10 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 29, 2020; and

WHEREAS, on July 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 11 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 6, 2020; and

WHEREAS, on July 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 12 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 13, 2020;

WHEREAS, on July 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 13 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 20, 2020;

WHEREAS, on July 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 14 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on July 27, 2020; and

WHEREAS, on August 3, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 15 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 3, 2020; and

WHEREAS, on August 3, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 16 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on August 10, 2020.

NOW THEREFORE, in consideration of the recitals above, all of which are incorporated herein below by reference, the City Manager hereby extends the Amended COVID-19 Declaration, and further states:

Section 1. COVID-19 Declaration Extended.

1. The COVID-19 Declaration is hereby extended for the maximum amount of time allowed by law or until the City Council determines that a state of emergency no longer exists. However, this the state of emergency shall not exceed any Executive Order from the Governor revoking or withdrawing Executive Order 20-52 and if Executive Order 20-52 is revoked or withdrawn, then this State of Emergency shall terminate automatically and without further action by the City Manager or City Council.

DULY EXECUTED this 10th day of August, 2020.

Lance Johnson, City Manager

Date: _____

Attest:

Approved as to form and legal
sufficiency:

Rey Bailey, City Clerk

Date: _____

Kyle Bauman, City Attorney

Date: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020**TYPE OF AGENDA ITEM:** Consent Agenda**TO:** City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director
Kyle Bauman, City Attorney**FROM:** Michael Burgess, Public Services Director**DATE:** 07/23/2020**SUBJECT:** Miscellaneous Pest Control Services, authorization to renew contract

I. BACKGROUND: The Public Works Department has limited manpower and is not equipped nor licensed to perform pest control services. For these services, it becomes necessary to outsource the work to vendors who have the equipment, expertise and manpower. Florida Pest Control & Chemical Company has satisfactorily provided these services under the current miscellaneous pest control continuing services contract which was effective January 1, 2020.

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

The City's current pest control contract has been included as ATT1 with the FY21 extension included as ATT2.

A. Link to Strategic Goals / Objectives: Organization Excellence, Public Health & Safety

B. Effect on Budget (EOB):

Pest control services is one of several contracted services that will be paid from the Contract Services OBJECT as budgeted in various ORGs in the FY 2021 Projected Budget.

Budget Impact

	FY 2021 Tentative Appropriation	FY2021 Impact
ORG 0151324 Facilities Maint	\$ 15,000	\$ 1,212
0157283 Outdoor Rec	10,300	192
0157284 Morgans	2,417	168
0157285 Parks	25,750	192
0157291 Beach Ops	32,445	252
0157587 Comm Ctr	<u>19,570</u>	<u>240</u>
	<u>\$ 105,482</u>	<u>\$ 2,256</u>
OBJ 534000		
Contract Svcs		

C. **Level of Service (LOS):** No Change

III. CONCLUSION: This action allows for the first of four possible contract extensions for the City's miscellaneous pest control services provider.

IV. RECOMMENDED MOTION: I move that the contract for miscellaneous pest control services be extended for one year from October 1, 2020 to September 30, 2021 with Florida Pest Control & Chemical Company and authorize the City Manager to execute the contract extension on behalf of the City.

Attachments:

1. ATT1: Florida Pest Control & Chemical Company 2019-2020 Contract
2. ATT 2 Florida Pest Control ^0 Chemical Company Contract Extension FY21

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT

On December 2, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Florida Pest Control and Chemical Company, herein referred to as the **Contractor**, to supply miscellaneous pest control services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS PEST CONTROL CONTINUING SERVICES 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 all applicable pest control work for City properties. 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 January 1, 2020 through September 30, 2020 and is for supplying the City with miscellaneous pest control services.

4. Time for Performance:

The Contractor agrees to provide pest control services 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.

a. Requests for Compensation (Invoices) shall be accompanied by the following:

1. A description of the Work performed and a copy of email (or similar) that initiated said Work;
2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
3. Dates when these services were performed and the names of Contractor's staff who performed billable Work.

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.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

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 their 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.

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 waive 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 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

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

15.7 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:

15.8 Public Records

Contractor shall comply with Florida Public Records Laws, specifically to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

As to the City:

Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

Florida Pest Control and Chemical Company
34 Hollywood Blvd SW
Fort Walton Beach, FL 32548

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 19th day of DECEMBER, 2019.

ATTEST:

CITY OF DESTIN

Rey Bailey
City Clerk

By: Lance Johnson
Lance Johnson
City Manager

SEAL

As to Legal Form:

Kyle Bauman
Kyle Bauman, Esq.
City Attorney

Florida Pest Control and Chemical Company
CONTRACTOR:

By: Jeffrey Engeldinger
(Signature)

Jeffrey Engeldinger
(Printed Name)

Kirk C. W. [Signature]
Witness

Jeffrey M. Stem
Witness

Its: Branch Manager
(Title)

EXHIBIT A

CITY OF DESTIN, FLORIDA REQUEST FOR BIDS (RFB) NO. 19-10-PW MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT

PART I Bid submitted by:

Company: Florida Pest Control + Chemical Co.

Address: 34 Hollywood Blvd S.W.

City & State: Fort Walton Beach FL Zip Code: 32548

Telephone: () 850-243-7166 E-mail: _____ Fax: () 850-243-1643

Number of Years in Business: 70 Contact Name Jeff Engeldinger

PART II Bidding RFB No. 19-10-PW, MISCELLANEOUS PEST CONTROL CONTINUING SERVICES CONTRACT:

I. MONTHLY TREATMENT FOR CITY OWNED FACILITIES

1. The selected vendor will perform a monthly service treatment at each location to ensure pest control.
2. The selected vendor will perform an annual termite assessment at each location and treat each facility annually to ensure facilities are termite free.

<u>ITEM</u>	<u>MONTHLY PRICE PER FACILITY</u>
Buck Destin Park, 724 Legion Dr, approx 1,900 sf	\$ <u>5.00</u>
City Hall, 4200 Indian Bayou Trail, approx 15,000 sf	\$ <u>15.00</u>
City Hall Annex, 4100 Indian Bayou Trail, approx 12,000 sf	\$ <u>20.00</u>
Clement Taylor Park, 131 Calhoun Ave, approx 450 sf	\$ <u>8.00</u>
Community Center, 101 Stahlman Ave, approx 19,000 sf	\$ <u>20.00</u>
Emergency Operations Center, 4200 Indian Bayou Trail, approx 1500 sf	\$ <u>11.00</u>
Joes Bayou Boat Ramp, 750 Beach Dr, approx 600 sf	\$ <u>11.00</u>
June White Decker Park, 1950 Scenic 98, approx 800 sf	\$ <u>11.00</u>
Library, 150 Sibert Ave, approx 15,000 sf	\$ <u>18.00</u>
Morgan Sports Center, 3950 Indian Bayou Trail, approx 1500 sf	\$ <u>9.00</u>
Morgan Sports Center Bathrooms, 3950 Indian Bayou Trail, approx 500 sf	\$ <u>5.00</u>
Museum 102 Stahlman Ave, approx 5500 sf	\$ <u>9.00</u>
Maintenance Facility, 3949 Commons Dr, approx 12,000 sf	\$ <u>10.00</u>
Shores at Crystal Beach, 2966 Scenic Hwy 98, approx 800 sf	\$ <u>10.00</u>
Sheriff's Office, 106 Stahlman Ave, approx 6000 sf	\$ <u>18.00</u>

II. ANNUAL TREATMENT FOR CITY OWNED FACILITIES LISTED ABOVE

ANNUAL PRICE

Annual Termite Inspection for all facilities
Annual Termite Treatment cost for all facilities
Specialty calls for pests such as mice, rats, spiders, fleas, etc
Termite Bond

\$ NO COST PART OF SERVICE
\$ PRICED AS NEEDED
\$ INCLUDED
\$ PRICED WITH TREATMENT
IF NEEDED

Please list any additional costs not covered in this bid package:

Bed Bugs - Priced AS NEEDED

\$ _____
\$ _____
\$ _____

To ensure responsiveness, submit this form and the mandatory information listed in Sections III and IV.

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Jeffrey Engeldinger Branch Manager
(Print or Type)
Signature: Jeffrey Engeldinger
Date of Bid: 11-07-2019

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2019

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

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

PRODUCER Edgewood Partners Insurance Center 200 Glenridge Point Parkway Suite 400 Atlanta GA 30342	CONTACT NAME: Certificate Unit PHONE (A/C, No, Ext): 404-439-8000 E-MAIL: certificate@epicbrokers.com ADDRESS: certificate@epicbrokers.com	FAX (A/C, No): 404-439-8001
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : Old Republic Insurance Company		24147
INSURER C : ACE Property & Casualty Insurance Company		20699
INSURER D : Zurich American Insurance Company		16535
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 2120662778**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:		OGLG27240331	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		MWTB314124-19	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		XOOG27233420	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A		MWC314123-19	10/1/2019	10/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A D	Errors & Omissions Liability Crime/Client Coverage		OGLG27240331 CRM015168302	10/1/2019 10/1/2019	10/1/2020 10/1/2020	Each Incident/Agg 5,000,000 Each Occurrence 1,000,000

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

All Locations & Operations.

City of Destin, to the extent required by written contract, is an additional insured.

CERTIFICATE HOLDER**CANCELLATION**City of Destin
4100 Indian Bayou Trail Road
Destin FL 32541

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract	As required by written contract

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

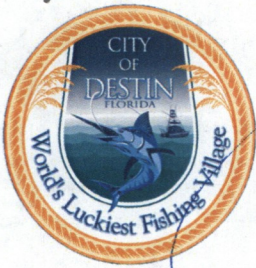
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Public Works Department

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-6869 | Fax: 850-837-9693 | www.cityofdestin.com

December 5, 2019

Florida Pest Control & Chemical Company
34 Hollywood Boulevard SW
Fort Walton Beach, FL 32548

SUBJECT: Contract Award

Congratulations on being selected to provide Pest Control Services for the City of Destin! I have enclosed the contract approved by City Council on December 2, 2019. Please sign in the locations at the bottom of the document and forward both originals along with your current Certificate of Insurance back to my office. We will gather the additional signatures and return an original of the completed document to your office.

Please ensure you obtain **three different signatures** as required.

If you need additional information or would like to contact me concerning this matter, you may reach me at 850-837-6869 or at mburgess@cityofdestin.com.

Sincerely,

Michael G. Burgess MS, PH, CSM, CFM
Director of Public Works
City of Destin, FL

Attachment:
Contract - 2 Originals





INTEROFFICE ROUTING SHEET

From: Erica Eliason	Department Public Services	Initials ee	Date 12/13/2019
Subject: Florida Pest Control Continuing Services Contract		Date Needed: ☐ URGENT asap	
To: (Name, Department) Michael Burgess, PS Director 1.	Initials MB	Date 12/16/19	☒ Approval
			☒ Signature Required
Lance Johnson, CM 2.	JLJ	12/19	Action Required
			Comment/Recommendation
			Read and File
3.			Other _____
Remarks (Explanations, further instruction, questions, etc.) We have attached the continuing services contract for Florida Pest Control. Contract approved by the city attorney.			
Response From:		☒ Approved	
		☐ See Me	
		☐ Action Needed	
		☐ Comment/Recommendation	
		☐ Investigate	
		☐ Prepare Response	
		☐ Read and File	
		☐ Other _____	

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2020 is between the City of Destin, Florida (“City”), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Florida Pest Control & Chemical Company (“Contractor”). The purpose of this agreement is to extend for one year a contract for pest control services dated December 19, 2020 between the City of Destin and Florida Pest Control & Chemical Company to provide miscellaneous pest control services for the City.

This represents the **1st of 4** possible contract extensions.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree that the jury trial waiver, and a public records provision are amended as follows:

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

Contractor shall comply with Florida Public Records Laws, specifically to:

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 19, 2019 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: _____
Lance A. Johnson
City Manager

(Signature)

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

Florida Pest Control & Chemical Company

(Signature)

By: _____
(Signature)

(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 07/23/2020

SUBJECT: Miscellaneous Asphalt Services Contract, authorization to renew contract

I. BACKGROUND: The Public Works Department has limited manpower and is not equipped to perform asphalt services. For these services, it is necessary to outsource the work to vendors who have the equipment, expertise and manpower. H & T Contractors, LLC has satisfactorily provided these services under the current miscellaneous asphalt continuing services contract which was effective December 20, 2017.

II. DISCUSSION: The signing of this contract by the City in no way guarantees the City will, nor obligates the City to, expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council.

This represents the 3rd of 4 possible extensions.

A. Link to Strategic Goals / Objectives: Organizational Excellence, Public Safety

B. Effect on Budget (EOB): Approximately \$400,000 in work has been identified and funding requested in the FY21 budget for asphalt services.

Budget Impact

	FY 2021 Tentative Appropriation	FY2021 Impact
ORG 30054312 RR Gas Tax #1	\$ 689,000	\$ 400,000

OBJ 563000
Infrastructure

PRO RR054
J
Road Renewal & Replacemt

C. **Level of Service (LOS):** Improved driving surfaces

III. CONCLUSION: This action allows for the third of four possible contract extensions for the City's current miscellaneous asphalt services provider.

IV. RECOMMENDED MOTION: I move to approve the contract extension, for H&T Contractors, LLC, for miscellaneous asphalt services for one year from October 1, 2020 to September 30, 2021 and authorize the City Manager to execute the contract extension on behalf of the City.

Attachments:

1. ATT1: H&T Contractors LLC Misc Asphaltic Concrete Cont Svc 2018
2. ATT 2 H&T Contractors LLC FY21 Contract Extension

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

On December 7, 2017 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of H&T Contractors, LLC., herein referred to as the **Contractor**, to supply miscellaneous asphaltic concrete services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES 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 all applicable concrete work for City properties. 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 October 1, 2017 through September 30, 2018 and is for supplying the City with miscellaneous asphaltic concrete services.

4. Time for Performance:

The Contractor agrees to provide asphaltic concrete services 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.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

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 their 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.

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 waive 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 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

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

15.7 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:

15.8 Public Records

Contractor shall comply with Florida Public Records Laws, specifically to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

As to the City:

Carisse LeJeune
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

H&T Contractors, , LLC
376 Ben King Road
Freeport, FL 32439

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 20th day of December, 2017.

ATTEST:


Rey Bailey
City Clerk

CITY OF DESTIN

By: Carisse LeJeune
Carisse LeJeune
City Manager

SEAL

H&T Contractors, LLC
CONTRACTOR:

By: Heather Bailey
(Signature)

Heather Bailey
(Printed Name)

Misty Shaw
Witness

Janice Wilbur
Witness

Its: Managing Member
(Title)

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2020 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and H&T Contractors, LLC ("Contractor"). The purpose of this agreement is to extend for one year a contract for services dated December 7, 2017 between the City of Destin and H&T Contractors, LLC to provide miscellaneous asphaltic services for the City.

This is the **3rd of 4** possible contract extensions.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree to amend the jury trial waiver, and the public records provision, as follows:

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

Contractor shall comply with Florida Public Records Laws, specifically to:

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 7, 2017 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

(Signature)

(Signature)

CITY OF DESTIN

By: _____
Lance A. Johnson
City Manager

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

(Signature)

(Signature)

H&T Contractors, LLC

By: _____
(Signature)

(Name & Title)
ATTEST:

(Signature)

(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 07/23/2020

SUBJECT: Miscellaneous Generator Maintenance Services, authorization to renew contract

I. BACKGROUND: The Public Services Department has limited manpower and is not equipped to perform major generator repairs. For these more involved projects, it is important that the City engage a vendor with the manpower, expertise and ability to perform warranty work on the City's generators. Metro Power has satisfactorily provided these services under the current miscellaneous generator continuing services contract which was effective January 1, 2020.

II. DISCUSSION: Metro Power has provided exceptional customer service this past year and has been quick to respond to any request made by City staff.

A. Link to Strategic Goals / Objectives: Organizational Excellence, Emergency Management, Public Safety

B. Effect on Budget (EOB):

Approximately \$4500 in inspections and as-needed maintenance work is required in the FY21 budget for miscellaneous generator services. This amount does not include not include non-regularly scheduled service calls and materials.

Budget Impact

FY 2021	FY2021
Tentative	Impact
Appropriation	

ORG 0152543	\$ 8,750	\$ 4,500
Emergency Mgmt		
OBJ 546000		
Repairs and Maint		

Please note that the generator at the Sheriff's office is not functional, though a price for maintaining it is quoted in the contract. This generator is not slated to be maintained during the FY21 budget.

C. Level of Service (LOS): Continuity of Operations in the event of a hurricane or other event that severely affects power to City facilities.

III. CONCLUSION: This action allows for a one year contract extension for the miscellaneous generator services provider.

IV. RECOMMENDED MOTION: I move that the contract extension for miscellaneous generator services be extended for one year from October 1, 2020 to September 30, 2021 with Metro Power and authorize the City Manager to execute the contract extension on behalf of the City.

Attachments:

1. ATT1: Metro Power 2019 - 2020 Generator Maintenance Contract
2. ATT 2 METRO POWER LLC FY21 Contract Extension

CITY OF DESTIN, FLORIDA

CONTRACT

**MISCELLANEOUS GENERATOR MAINTENANCE SERVICES CONTINUING SERVICES
CONTRACT**

On December 2, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Metro Power, herein referred to as the **Contractor**, to supply miscellaneous generator maintenance services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

**TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS GENERATOR
MAINTENANCE SERVICES CONTINUING SERVICES 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 all applicable generator maintenance services work for City properties. 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 January 1, 2020 through September 30, 2020 and is for supplying the City with miscellaneous generator maintenance services.

4. Time for Performance:

The Contractor agrees to provide generator maintenance services 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.

a. Requests for Compensation (Invoices) shall be accompanied by the following:

1. A description of the Work performed and a copy of email (or similar) that initiated said Work;
2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
3. Dates when these services were performed and the names of Contractor's staff who performed billable Work.

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.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

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 their 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.

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 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

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

15.7 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:

15.8 Public Records

Contractor shall comply with Florida Public Records Laws, specifically to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

As to the City:

Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

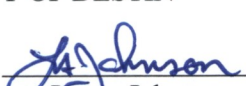
Metro Power
2303 US Highway 98 West #C
Santa Rosa Beach, FL 32559

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 19th day of DECEMBER, 2019.

ATTEST:

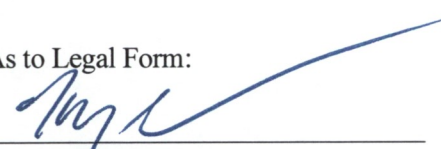

Key Bailey
City Clerk

CITY OF DESTIN

By: 
Lance Johnson
City Manager

SEAL

As to Legal Form:

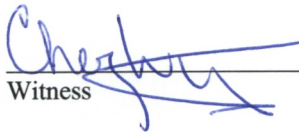

Kyle Bauman, Esq.
City Attorney

Metro Power
CONTRACTOR:

By: 
(Signature)

Franklin W. Perkins
(Printed Name)

Angela Fears
Witness


Witness

Its: Dept. Mang.
(Title)

EXHIBIT A

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-12-PW
MISCELLANEOUS GENERATOR CONTINUING SERVICES CONTRACT

PART I Bid submitted by:

Company: MetroPower
Address: 2303 US Highway 98 West # C
City & State: Santa Rosa Beach, FL Zip Code: 32459
Telephone: (850) 622-4099 E-mail: frank.parker@metropower.com Fax: (850) 622-5199
Number of Years in Business: 40 Contact Name Frankie Parker

PART II Bidding RFB No. 19-12-PW, MISCELLANEOUS GENERATOR MAINTENANCE CONTINUING SERVICES, as follows:

I. SEMI ANNUAL SERVICE TREATMENT FOR CITY OWNED FACILITIES

1. Bidder must be a certified electrical contractor and provide documentation certifying qualification to work on GENERAC generators.
2. Service must include all manufacturers' recommended work at appropriate hourly levels
3. At a minimum the following must be accomplished:
 - a. Check and adjust engine oil levels as necessary
 - b. Check and adjust engine coolant levels as necessary
 - c. Check the natural gas delivery system and tighten connections as necessary
 - d. Check air inlets and outlets for debris and clean as necessary
 - e. Check the battery electrolyte levels and adjust as necessary
 - f. Check battery posts, cables and charger for loose connections and adjust as necessary
 - g. Check unit wiring for loose connections, corrosion, damage and replace as necessary
 - h. Check the engine accessory drive belts for wear, weather cracking, damage and replace as necessary
 - i. Visual inspection of the unit looking for leaks, wear, damage, loose connections or components, corrosion and correct if needed
 - j. Test the engine and transfer switch safety devices and adjust as necessary
 - k. Initiate and automatic start and transfer of the unit to site load and exercise noting any inconsistencies
 - l. Change oil, oil filter, and air filter as needed
 - m. Check engine spark plugs, clean and re-gap or replace as necessary
 - n. Run generator weekly for approximately 30 minutes at each location
 - o. Perform an annual load test each May to ensure units will operate facilities if power is lost
 - p. Return the unit to standby setup for operation when required

- q. Monitor software and alert Public Works when problems arise
4. List annual cost to perform semi-annual inspection for each generator at locations below:

City Hall, 4200 Indian Bayou Trail,	\$ 550. ⁰⁰
City Hall Annex, 4100 Indian Bayou Trail	\$ 550. ⁰⁰
Sheriff's Office, 112 Stahlman Ave	\$ 475. ⁰⁰
Maintenance Facility, 3949 Commons Dr	\$ 475. ⁰⁰
Heritage Run Pump Facility, across from 754 Benning Dr	\$ 550. ⁰⁰

5. Hourly cost for unscheduled service call

\$ 115.⁰⁰

6. Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus 25 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform the requested work.

Please list any additional costs associated with the above services:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Frankie Parker Department Mang.
(Print or Type)

Signature: [Signature]

Date of Bid: 11-7-2019

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2019

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED MetroPower, Inc. 798 21st Avenue Albany, GA 31701	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B:</td><td>XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	XL Specialty Insurance Company	37885	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W14151221

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLO 0274483-01	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP 0274485-01	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			US00081757LI19A	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No	N/A	WC 0274487-01	01/01/2019	01/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Destin 4200 Indian Bayou Trail Destin, FL 32541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2020 is between the City of Destin, Florida (“City”), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Metro Power (“Contractor”). The purpose of this agreement is to extend for one year a contract for services dated December 19, 2019 between the City of Destin and Metro Power to provide miscellaneous generator maintenance services for the City.

This is the **1st of 4** possible contract extensions.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree that the jury trial waiver, and a public records provision are amended as follows:

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com

Contractor shall comply with Florida Public Records Laws, specifically to:

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 19, 2019 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

(Signature)

(Signature)

CITY OF DESTIN

By: _____
Lance A. Johnson
City Manager

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

(Signature)

(Signature)

METRO POWER

By: _____
(Signature)

(Name & Title)
ATTEST:

(Signature)

(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020

TYPE OF AGENDA ITEM: Resolution

TO: City Council

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

FROM: Webb Warren, Deputy City Manager

DATE: July 21, 2020

SUBJECT: Resolution 20-14 Financial Institution Signature Authority

I. BACKGROUND: The last financial institution signature authorization resolution was approved in August of 2018. Staff turnover requires an updated resolution.

II. DISCUSSION: With this resolution, we change Lance Johnson's title from "Interim City Manager" to "City Manager", and we add Krystal Strickland as the Finance Director. In addition, Staff finds it prudent to add Deputy City Manager Webb Warren to ensure a second authorized person is constantly available to meet our dual signature rule. This resolution reinforces our dual signature rules for opening accounts with financial institutions while also allowing Ms. Strickland to enhance the cash management services provided by Trustmark, like fraud alerts and setting up dual controls for internal and external cash transfers.

A. Link to Strategic Goals / Objectives: Goal #1: Financially sound city providing service excellence

B. Effect on Budget (EOB): No effect on budget.

C. Level of Service (LOS): To improve safety and security of City assets.

III. CONCLUSION: Staff recommend adopting Resolution 20-14 to update signature authority and to designate the Finance Director as the Authorized Representative on behalf of the City before financial institutions.

IV. RECOMMENDED MOTION: I move to approve Resolution 20-14.

Attachments:

1. DRAFT SIGNATURE
RESOLUTION

RESOLUTION 20-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN AUTHORIZING CERTAIN FINANCIAL INSTITUTIONS TO AMEND SIGNATURE AUTHORIZATION FOR ALL PRESENT AND FUTURE FINANCIAL ACCOUNTS WITH THE CITY OF DESTIN, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Destin deposits and invests the funds of the City on a regular basis with financial institutions and the State Board of Administration; and

WHEREAS, the City of Destin maintains several separate accounts within each financial institution; and

WHEREAS, whenever there is a change in the status of these accounts, it will be necessary for all authorized persons to execute individual signature cards for each separate account;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Destin that:

Section 1. Financial Institutions with which the City currently does and in the future will do business with are hereby authorized and directed to amend their current records on file for the City of Destin, Florida and to accept the signatory authorizations listed below in lieu thereof.

Lance Johnson, City Manager

Krystal Strickland, Finance Director

Gary Jarvis, Mayor

Prebble Ramswell, Mayor Pro Tem

Reynaldo Bailey, City Clerk

W. Webb Warren, Deputy City Manager

Section 2. Two (2) signatures are required as authorized by the City Council for all present and future accounts. This authorization includes any loans made in the name of the City of Destin from time to time while this Resolution is in effect; and

Section 3. That said financial institutions are hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts,

notes or orders be payable to the order of any such person, signing and/or countersigning said checks, drafts, notes or orders are deposited to the individual credit of the person so signing and/ or countersigning said checks, drafts, notes or orders, or the individual credit of any of the officers or not; and

Section 4. Account Representative. Be it further resolved that the Financial Director for the City of Destin, Florida is designated as the account representative for all above referenced accounts.

Section 5. Effective Date. This Resolution shall become effective on August 3, 2020 and continue and remain in full force and effect until written notice to the contrary is duly served on said bank.

SO DONE THIS 3RD DAY OF August 2020.

By: _____
Gary Jarvis, Mayor

ATTEST:

Reynaldo Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020

TYPE OF AGENDA ITEM: Presentation

TO: City Council

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: August 3, 2020

TYPE OF AGENDA ITEM: Presentation

TO: City Council

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

**MINUTES
SPECIAL MEETING
DESTIN CITY COUNCIL
APRIL 30, 2013
CALHOUN ROOM
DESTIN LIBRARY
3:45 PM**

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

Destin City Council

Mayor Sarah "Sam" Seevers
Councilmember Jim Wood
Councilmember Jim Foreman
Councilmember Jim Bagby

Councilmember Sandy Trammell
Councilmember Larry Williges
Councilmember Tuffy Dixon
Councilmember Cyron Marler

Destin City Staff

City Manager Maryann Ustick
City Engineer David Campbell
Parks/Recreation Director Lance Johnson
CRA/Development Manager Steve Schmidt
Public Service Deputy Director Tim Pietenpol
Community Development Director Ken Gallander
Land Use Attorney Scott Shirley (by phone)

City Clerk Rey Bailey
IT Manager Webb Warren
Finance Director Bragg Farmer
Library Director Jurate Burns
Grants/Project Mgr Lindey Chabot
HR Manager Chuck Garcia
City Attorney Jerry Miller

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Sam Seevers called the meeting to order at 6:00 PM. Councilmember Marler delivered the invocation; which was followed by the Pledge of Allegiance.

NEW BUSINESS

1. Spoil Area License Agreement

According to the City Manager, since Council passed a resolution on March 18, 2013 regarding the need for emergency dredging of the Old Pass Lagoon Channel, staff has worked diligently to secure permits and/or authorizations for the dredging, to design dredged material management areas (DMMA) and secure contractors. She stated due to the significant erosion of the Point and environmental permitting constraints, the DMMAs originally contemplated under the emergency permit application were determined to be inadequate to handle the amount of dredged material necessary to effectively clear the channel for any significant period of time.

The City Manager explained that the first option for spoils placement, the small DMMA's located on top of the existing dune and in the City's right-of-way, has drawbacks, pertaining to the destruction of sea oat plantings on the dune and overloading of the private wall adjacent to the right-of-way. As a result of the inability to place substantial material in the cells, and the cost of redistributing the material on the site, it was estimated that their dredging operation utilizing these DMMA's could only remove a maximum of approximately 5,000 cubic yards from the channel; which could lead to a shorter life for the project, requiring additional dredging before next season.

According to the City Manager, a second option would be to truck and stockpile a portion of the dredged material off-site. Based on the approximate cost of \$6 per cubic yard for loading, trucking, and off-loading the material in an off-site storage area, the economies quickly erode the benefits of this plan, even without considering the impact to the City's roads and the uncertainty of securing a storage site with a pile of valuable beach-quality sand.

Also, according to the City Manager, the favored option was to create a very large DMMA and temporarily store the material on the adjacent vacant property of Galic-Pointe, LLC. She stated it was determined that an appropriate compensation for the benefit of being able to store all dredged material necessary to clear the waterway without the need to redistribute the material during the dredging operation, and significantly simplifying and reducing the cost of the dredging, would be to simply leave approximately 20% of the dredged material on the Galic-Point, LLC property for their use. She added that City staff and the City Land Use Attorney have negotiated the Spoil Area License Agreement between the City and the Galic-Point, LLC owner. She asked for Council's approval of the Spoil Area License Agreement.

CRA/Development Manager Steve Schmidt informed the Council this is a 9-month agreement, and that at the end of that 9 month period, they have 45 days to remove the material from the site. But, by that time, they expect to have their Joint Coastal Permit (JCP), which is the big permit for the stabilization of Norriego Point. He added they would have the ability to take the sand from the site and put it anywhere they want at that point with the JCP.

According to the Land Use Attorney, while they are 99.9% certain the property owner agrees with the terms of the agreement, they still have not obtained their final confirmation; adding there is a slight chance they would have to come back to Council in the event the owner puts forth some new issues.

Councilmember Bagby noted that they would probably need a permit from DEP to move the sand across the Coastal Construction Control Line (CCCL), unless they have pre-approved the movement of this pile of sand across the CCCL.

Mr. Schmidt stated they anticipate the issuance of their JCP within the next 3 months, which would include permission to move the sand across the CCCL.

Councilmember Bagby expressed concern they may not be able to move this sand unless they have some acknowledgement in writing that it is understood upland sand will go seaward of the CCCL as it currently exists.

The City Engineer maintains the JCP will allow them to move sand on Norriego Point, on their property, as well as to move sand seaward of the mean high water and place it in the water where it is needed in order to stabilize Norriego Point.

Councilmember Bagby wants at least a copy of an e-mail with DEP acknowledging that they would be allowed to move sand seaward of the CCCL, through the issuance of the JCP or prior to the issuance of the JCP.

According to the Land Use Attorney, they would discuss this issue with DEP to make sure they so acknowledge; however, he does not think DEP would do so until they are ready to issue the permit.

The Mayor asked when they could expect DEP to issue the JCP.

The City Manager replied possibly by the end of June.

Councilmember Bagby noted they are licensed to dredge up to 15,000 cubic yards of sand. He asked what happens if they need to dredge more than that amount.

The City Engineer explained that the determination of the engineer that developed the permit drawings was to dredging between 8,000 to 12,000 cubic yards of sand would open up the channel to the designed depth; adding the barometric survey supports it. He continued that the other 3,000 cubic yards were to actually dredge not necessarily problem areas but some other areas in the Old Pass Lagoon.

The Land Use Attorney added that DEP did not limit them to any particular volume of sand in making the suggestions that they go this route; adding they are free to adjust the volume of sand as necessary.

Councilmember Wood moved for approval of the execution of the Spoil Area License Agreement; seconded by Councilmember Dixon.

Councilmember Trammell announced she would abstain from voting due to the fact she has a family member employed by Taylor Engineering who prepared the plans and drawings.

The Mayor called for a vote on the motion, which passes 6-0 (Council members Wood, Marler, Bagby, Dixon, Foreman, and Williges voted "yes"; Councilmember Trammell abstained from voting).

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 4:15 PM.

ADOPTED THIS 20TH DAY OF MAY 2013

By:


Sarah "Sam" Seevers, Mayor

ATTEST:


Rey Bailey, City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME TRAMMELL SANDRA KAY		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Destin City Council	
MAILING ADDRESS 3823 Indian Trail		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Destin	COUNTY Okaloosa	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED April 30, 2013		NAME OF POLITICAL SUBDIVISION: City Councilwoman	
		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Sandra Kay Hammell, hereby disclose that on April 30, 20 13:

(a) A measure came or will come before my agency which (check one)

- ☐ insured to my special private gain or loss;
- ☐ insured to the special gain or loss of my business associate, _____;
- ☒ insured to the special gain or loss of my relative, Matthew Hammell _____;
- ☐ insured to the special gain or loss of _____, by
whom I am retained; or
- ☐ insured to the special gain or loss of _____, which
is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

My son Matthew P. Taylor Engineering was responsible
for work done on the Spoil Area License Agreement noted
upon by Council.

Date Filed

4-30-13

Signature

Sandra K Hammell

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



CITY OF DESTIN

AGENDA ITEM

SPECIAL COUNCIL MEETING DATE: April 30, 2013

TYPE OF AGENDA ITEM: Staff Report and Recommendation

TO: Mayor and City Council

THRU: City Manager/Maryann Ustick 

FROM: CRA & Development Manager/Steven R. Schmidt 

DATE: April 26, 2013

SUBJECT: Spoil Area License Agreement

- I. **BACKGROUND:** A Resolution was passed by Council at its regular meeting on March 18, 2013 regarding the need for emergency dredging of the Old Pass lagoon channel. Since that time, staff has worked diligently to secure permits and /or authorizations for the dredging, to design dredged material management areas (DMMA's) and secure contractors. Due to the significant erosion of the point and environmental permitting constraints, the DMMA's originally contemplated under the emergency permit application were determined to be inadequate to handle the amount of dredged material necessary to effectively clear the channel for any significant period of time. Consequently, staff turned to another option, to temporarily stockpile material on the adjacent property of Galic-Point, LLC until such time as the comprehensive JCP for the stabilization of Norriego Point is issued, at which time the material could be placed below the mean high water line, providing an alternate location for the dredged material.
- II. **DISCUSSION:** Our first option for spoils placement, the small DMMA's located on top of the existing dune and in the City's right-of-way, has drawbacks, pertaining to the destruction of sea oat plantings on the dune and overloading of the private wall adjacent to the R/W. As a result of the inability to place substantial material in the cells, and the cost of redistributing the material on the site, it was estimated that our dredging operation utilizing these DMMA's could only remove a maximum of approximately 5,000 yards from the channel. That could lead to a shorter life for the project, requiring additional dredging before the next season.
- A second option would be to truck and stockpile a portion of the dredged material off-site. Based on the approximate cost of \$6 per cubic yard for loading, trucking and off-loading the material in an off-site storage area, the economies quickly erode the benefits of this plan, even without considering the impact to the City's roads and the uncertainty of securing a storage site with a pile of valuable beach-quality sand.
- The favored option was to create a very large DMMA and temporarily store the material on the adjacent vacant property of Galic-Point, LLC. In return for the benefit of being able to store all dredged material necessary to clear the waterway without the need to redistribute the material during the dredging operation (thus significantly simplifying and reducing the cost of the dredging), it was determined that an appropriate compensation would be to simply leave approximately 20% of the dredged material on the Galic-Point, LLC property for their use. City staff and the City Land Use Attorney have negotiated the attached Spoil Area License Agreement between the City and the Galic-Point, LLC owner(s).

A. **Effect on Budget (EOB):** There is no impact to the City budget with this Agreement.

B. **Level of Service (LOS):** None.

III. **CONCLUSION:** Creation of the adjacent spoil area saves considerable time, effort and expense in the dredging operation, and allows for removal and storage of significantly more dredged material than would otherwise be possible. Without this option, the City could only dredge half the material required to fully open the channel.

IV. **RECOMMENDED MOTION:** I move that Council approve the execution of the Spoil Area License Agreement.

License Agreement

This Spoil Area License Agreement ("Agreement") is made as of the _____ day of _____, 2013, by the CITY OF DESTIN, a Florida municipal corporation, (hereinafter "Licensee") whose address is 4200 Indian Bayou Trail, Destin, FL 32541, and GALIC POINTE, LLC, a Florida Limited Liability Company, (together with its successors and assigns, hereinafter "Licensor"), whose address is Two Alhambra Plaza Suite 1280 Coral Gables, FL 33134, (hereinafter collectively "Parties").

BACKGROUND

Whereas, LICENSEE desires to pursue emergency dredging in an area of state waters adjacent to East Pass referred to as the Old Pass Lagoon Entrance Channel in order to allow safe navigation of vessels to and from Destin Harbor (hereinafter "Emergency Project") (See, Exhibit "A"); and

Whereas, as part of the Emergency Project, dredged materials will require a disposal site and it would be beneficial to deposit dredged materials from the Emergency Project upon an upland site; and

Whereas, LICENSOR is the owner of certain real property identified herein on Exhibit "B" which is adjacent to the LICENSEE owned Gulf Shore Drive right-of-way and LICENSEE owned Norriego Point parcel and is also in close proximity to the area where the Emergency Project dredging will occur; and

Whereas, due to the limited dredged material storage capacity of the LICENSEE Owned Gulf Shore Drive right-of-way and the remaining dredged material storage capacity of available areas on the Norriego Point Parcel, the only alternative for deposition of dredged material from the Emergency Project on other LICENSEE owned property would require hauling of dredged material several miles to a more inland location, significantly increasing costs of the Emergency Project and causing unwarranted wear and tear on LICENSEE roadways; and

Whereas, LICENSOR has agreed for LICENSEE to place dredged material from the Emergency Project on the real property identified in Exhibit "B" (hereinafter "the Property") in return for the LICENSEE leaving approximately twenty (20) percent of such dredged material on such real property as compensation for granting to LICENSEE the temporary access and license to deposit dredged material as provided herein; and

Whereas, LICENSEE is solely responsible for and hereby certifies that the Emergency Project is properly permitted and/or authorized and that all regulatory agencies involved have agreed to the work, including the deposition of the dredged material on LICENSEE's property; and

Whereas, the arrangement contemplated herein will significantly reduce costs to the public of the Emergency Project, as compared to hauling the dredged material to a more remote LICENSEE owned inland storage location; and

Whereas, LICENSEE and LICENSOR have agreed to certain mutual responsibilities and insurance requirements relating to the temporary access and license to deposit dredged material on the Property as provided herein.

Now therefore, in consideration of the foregoing and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged) and intending to be legally bound hereby, Licensee and Licensor hereby agree as follows:

DEFINED TERMS

1. Defined Terms. The following terms have the meaning provided below:

(a) “Environmental Law” means any present or future federal, state or local law, statute, ordinance, rule, regulation, code, policy, rule of common law (including without limitation nuisance and trespass), consent order, judicial order, administrative order or other government directive, in each case as amended or supplemented from time to time, that applies to Licensee or to the Property and relates to Hazardous Materials including, without limitation, those relating to industrial hygiene, Mold or the use, analysis, generation, manufacture, storage, discharge, release, disposal, transportation, treatment, investigation, or remediation of Hazardous Materials. Any soil or groundwater contaminated by Hazardous Materials at the Property in quantities or concentrations violative of the most stringent applicable federal, state or local standard or guidance or which required reporting, investigation, remediation or other response action is considered for purposes of this Agreement a violation of an Environmental Law. Environmental Laws include, without limitation, those acts commonly referred to as the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”); the Superfund Amendments and Reauthorization Act; the National Environmental Policy Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act (including, without limitation, Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; and the Occupational Safety and Health Act.

(b) “Environmental Liens” means all liens and other encumbrances imposed on the Property pursuant to any Environmental Law, whether due to any act or omission of Licensee or any other party.

(c) “Government Authority” means the state, county and municipality in which the Property is located, the United States Environmental Protection Agency, the United States Department of Labor, the United States Department of Transportation, any successors to the foregoing or administrative bodies thereunder, and any other federal, state or local governmental agency now or hereafter regulating Hazardous Materials, industrial hygiene, health or environmental protection.

(d) “Hazardous Materials” means petroleum and petroleum products and compounds containing them, including, without limitation, gasoline, diesel fuel and oil; toxic, corrosive, infectious, carcinogenic, mutagenic, explosive and flammable materials; radioactive materials; polychlorinated biphenyls (“PCBs”) and compounds containing them; lead and lead based paint (“LBP”); asbestos or asbestos-containing materials (“ACM”) in any form that is or could become friable; urea formaldehyde foam insulation; radon gas; Mold; underground or above-ground storage tanks, whether empty or containing any substance; and any and all substances (whether solid, liquid or gas) now or in the future which are regulated by Environmental Laws.

(e) “Legal Action” means any claim, suit, arbitration or proceeding, whether judicial or administrative in nature, including, without limitation, any notice of potential liability or request for information under CERCLA.

(f) "Losses" means any and all claims (including, without limitation, personal injury, wrongful death, property damage, natural resource damages, strict liability and punitive damages), obligations, damages, losses, expenses, fines, penalties, fees, judgments, awards, amounts paid in settlement, costs of Remediation whether or not performed voluntarily (including, without limitation, any financial assurances required to be posted for completion of Remediation and costs associated with administrative oversight), reasonable legal fees and disbursements, engineering fees, environmental consultant fees, investigation costs (including without limitation sampling, testing and analysis of soil, water, air, building or other materials), costs of defense of Legal Actions, costs incurred by a Government Authority to the extent recoverable against private parties, and any other liabilities of whatever kind or nature.

(g) "Mold" means any microbial or fungus contamination or infestations in the Property of a type which may pose a risk to human health or the environment or would negatively impact the value of the Property.

(h) "Dredged Material" means the nonhazardous materials removed from the Channel as part of the Emergency Project. It is specifically intended that the dredged materials that are temporarily stored (with a portion remaining as compensation) on the Property be white beach sand of a quality equal to or exceeding the white beach sand that currently exists on the Property.

(i) "Permit" means any permit, authorization or license issued or recognized by any Government Authority pursuant to any of the Environmental Laws and which relate to Licensee or the Property.

(j) "Release" means any release, deposit, discharge, emission, leaking, leaching, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposal or other movement of Hazardous Materials.

(k) "Remediation" means any activity, response, remediation, removal, or corrective action to clean-up, detoxify, decontaminate, close, contain or otherwise remediate any Hazardous Materials located in, on, under or above the Property or migrating to or from the Property; any actions to prevent, cure or mitigate any Release or threat of release; any action to comply with any Environmental Law or Permit; and any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or evaluation relating to any Hazardous Materials, including, without limitation, post-remedial or post-closure studies, investigations, operations and maintenance and monitoring. Remediation of Mold shall include, without limitation, all acts necessary to clean and disinfect any portions of the Property affected by Mold and to eliminate the sources of Mold in or on the Property, including, without limitation, providing any necessary moisture control systems at the Property.

LICENSE AND COVENANTS REGARDING ENVIRONMENTAL MATTERS

2. License.

(a) Licensors grants unto Licensee a license to enter onto the Property for the sole purpose of the temporary storing of dredged material and other equipment related to the Emergency Project. Licensee shall not store any oil, chemicals or other Hazardous Materials on the Property. This Agreement shall not be recorded in the public records of Okaloosa County, Florida. No rights shall inure to the benefit of Licensee through the passage of time or use of the Property whether by adverse possession,

prescription or other inurement. Licensee agrees that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of this Agreement or the activities permitted hereunder.

(b) As part of this Agreement, LICENSEE is authorized to temporarily store on the Property up to approximately fifteen thousand (15,000) cubic yards of dredged material. Such activities shall include the right to deposit and remove dredged material from the Emergency Project; move, store and remove equipment and supplies; erect and remove temporary structures; perform all other work necessary and incident to the Emergency Project; together with the right (after obtaining any and all required permits) to trim, cut, fell and remove all trees, underbrush and obstructions within the limits of the Property reserving, however, to LICENSOR, its heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights hereby granted to LICENSEE. This Agreement does NOT include the right to remove existing sand/soil from the Property and LICENSEE is expressly prohibited from removing any of the existing sand/soil from the Property.

3. Covenants. Licensee covenants and agrees that, during the time of its use of the Property:

(a) Compliance. All uses and operations on or of the Property, whether by Licensee, its employees, agents, subcontractors or any other party, shall be in compliance with all Environmental Laws, authorizations and Permits.

(b) No Hazardous Materials. No Hazardous Materials shall be in, on, at, or under the Property and no Release of Hazardous Materials shall occur in, on, at, under or from the Property.

(c) No Encumbrances. Licensee shall keep the Property free and clear of all Environmental Liens.

(d) Investigations. Licensee, at its sole expense, shall (i) perform any environmental site assessment or other investigation of environmental conditions in connection with the Property (including, without limitation, sampling, testing and analysis of soil, water, air, building materials and other materials and substances, whether solid, liquid or gas), pursuant to Licensor's written request upon Licensor's reasonable belief that the Property is not in full compliance with Environmental Laws or Permits or that any requirement of this Agreement has been violated and (ii) if requested by Licensor, share all reports, results and correspondence related to such assessments or investigations with Licensor. Licensee agrees to have any written reports structured so as to allow Licensor (and any other party designated by Licensor) to rely on such reports and results.

(e) Remediation. Licensee, at its sole expense, shall (i) effectuate Remediation of Hazardous Materials in, on, or under the Property as a result of the use of the Property by Licensee, its employees, agents, subcontractors or any other party, to the extent required by Environmental Law, (ii) comply in all material respects with any Environmental Law, authorization or Permit, (iii) comply with any directive from any Government Authority, and (iv) if requested by Licensor, share all reports, results and correspondence related to such Remediation or compliance with Licensor. Licensee agrees to have any written reports prepared so as to allow Licensor (and any other party designated by Licensor) to rely on such reports and results.

(f) Notice of Release or Violation. Licensee shall promptly notify Licensor in writing upon its obtaining knowledge of (i) Hazardous Materials present in, on, at, or under the Property, or any Release from or migrating toward the Property which is required to be reported to any Governmental

Authority under any Environmental Law or is in violation of any Environmental Law, other than as previously disclosed in any environmental report or by Licensee to Licensor in writing, (ii) any actual or alleged (in writing) violation of any Environmental Law, authorization or Permit, (iii) any actual or threatened (in writing) Environmental Lien affecting the Property, (iv) any required Remediation or actual or threatened (in writing) investigation of any environmental condition related to the Property, or (v) any Legal Action in connection with any matter addressed by this Agreement. Licensee shall promptly provide Licensor with a cost estimate from an environmental consultant reasonably acceptable to Licensor to complete any required Remediation or correct any violation of Environmental Law. Licensee shall promptly establish with Licensor, upon Licensor's written request, a reserve fund in the amount of such estimate. If in Licensor's reasonable opinion the amount reserved at any time during the Remediation or the correction of a violation is insufficient to cover the work remaining to complete the Remediation or achieve compliance, Licensee shall increase the amount reserved in compliance with Licensor's written request. All amounts so held in reserve, until disbursed, are pledged to Licensor as security for payment of any Obligations, including, without limitation, Remediation.

(g) Inspections and Testing. Licensor, and any other party designated by Licensor (including, without limitation, any environmental consultant or any receiver or trustee for the Property appointed by a court of competent jurisdiction), has the right, but not the obligation, after reasonable prior notice to Licensee (which may be telephonic), to enter upon the Property at all reasonable times to assess the environmental condition of the Property, including, without limitation, to conduct any environmental assessment or audit (the scope of which shall be determined in Licensor's sole discretion) and to take samples of soil, groundwater or other water, air quality, building materials and conduct other invasive testing. Such assessment or audit shall be conducted in a manner so as to minimize interference with the conduct of business at the Property. Licensee agrees to reasonably cooperate in connection therewith, including without limitation, providing all requested information and making knowledgeable officers, employees or property managers available for interview. If any such undertaking discloses that a violation of, or a liability under, any Environmental Law or Permit exists, or if such undertaking was required or prescribed by any Environmental Law, Permit or Government Authority, Licensee shall pay all costs and expenses incurred in connection with such undertaking; otherwise, the costs and expenses of such undertaking shall be paid by Licensor.

(h) Monitoring or Maintenance Program. If recommended by any environmental report or any other environmental assessment or audit hereafter made of the Property, or if required by Environmental Law or Government Authority, Licensee, at its sole expense, shall establish and maintain continuously in effect during the time Licensee is using the Property, an operations and maintenance program with respect to any Hazardous Material at the Property as a result of the use of the Property by Licensee, its employees, agents, subcontractors or any other party ("O&M Program"), which is reasonably acceptable to Licensor and prepared by an environmental consultant reasonably acceptable to Licensor. Without limiting the foregoing, if ACMs are found to exist at the Property, the O&M Program shall be undertaken consistent with the Guidelines for Controlling Asbestos-Containing Materials in Buildings (USEPA, 1985) and other relevant guidelines and applicable Environmental Laws. If an O&M Program is in effect, Licensor may require (i) periodic notices or reports to Licensor in form, substance and at such intervals as Licensor may specify; (ii) amendments to such O&M Program to address changing circumstances, laws or other matters, including without limitation variations in response to reports provided by environmental consultants; and (iii) execution of an Operations and Maintenance Agreement relating to such O&M Program reasonably satisfactory to Licensor. If not covered by an O&M Program, Licensee shall inspect and maintain all Hazardous

Materials on a regular basis to ensure that such Hazardous Materials are maintained in a condition that prevents exposure of occupants of the Property.

4. Cost. LICENSEE shall bear the entire cost of all Emergency Project activities conducted by LICENSEE pursuant to the rights granted herein, including, but not limited to, the cost of any and all equipment, personnel, design and permitting necessary for such activities, LICENSOR having no monetary liability to LICENSEE whatsoever for the cost of such activities.

5. Compensation. As compensation for this Agreement, LICENSOR shall be entitled to retain approximately twenty (20) percent of the dredged materials from the Emergency Project as are actually deposited by LICENSEE upon the Property, and other than providing the rights herein defined in this Agreement, LICENSOR shall not be required to pay or otherwise provide additional compensation to LICENSEE for such dredged material. Once the Emergency Project has been completed, LICENSEE shall survey the Property to determine the total approximate amount of dredged material deposited and shall report the results of such survey to LICENSOR. Based on the results of the survey, the Parties shall determine the quantity of dredged material to remain on the Property as compensation to LICENSOR hereunder.

6. Repairs. LICENSEE shall be responsible for, and shall, within a reasonable period of time, repair and restore any damage caused by LICENSEE, or any of LICENSEE'S employees, agents or contractors, to the seawall structure (including, but not limited to the seawall anchor system), or components thereof, on the Property to the condition which existed prior to LICENSEE 'S entry onto such lands. LICENSEE shall not be responsible for repairs hereunder from damage not caused by LICENSEE, or any of LICENSEE'S employees, agents or contractors, or which have been caused by the forces of nature, including damage to the seawall caused by coastal storms. LICENSEE will leave the Property in all ways similar to the way it found the Property, including the levering of all dredged materials that are to remain on the Property evenly across the Property so as not to leave a mound of dredged material.

7. Insurance. Prior to entry upon the Property, LICENSEE shall provide LICENSOR with appropriate Certificates of Insurance issued by LICENSEE'S insurer naming LICENSOR as an additional insured on their respective insurance policies, wherein LICENSOR is insured for claims that may be made for property damage and personal injury occurring on the Property as a consequence of activities of LICENSEE, or any of LICENSEE'S employees, or agents pursuant to the rights granted herein. LICENSEE's general contractor insurer shall name LICENSOR as an additional insured on contractor's general liability policies wherein LICENSOR is insured for all claims that may be made for property damage and personal injury occurring on the Property as a consequence of activities of contractor. LICENSEE shall maintain insurance coverage, and have re-issued to LICENSOR continuing Certificates of Insurance as long as this Agreement is in effect. The General Contractor's Certificate of Insurance shall remain effective so long as the General Contractor is performing work on the Emergency Project. Failure to renew the Certificates of Insurance naming LICENSOR as an additional insured prior to their expiration shall constitute an event of default hereunder.

8. Responsibility of CITY. CITY shall be fully responsible and liable for all claims, liabilities, damages costs, actions, suits or proceedings at law or in equity which may occur as a result of the negligent or wrongful acts or omissions of its officers, employees, representatives and agents. CITY shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28(16)(a), Florida Statutes (2012). However, nothing contained herein shall constitute a waiver by CITY of its sovereign immunity or the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. Claims against Third-Party Rights. Licensee shall take all reasonable actions, including institution of Legal Action against third-parties, necessary or appropriate to obtain reimbursement or compensation from those responsible for the presence or Release of any Hazardous Materials in, on, under or from the Property, or which have migrated onto or toward the Property, or for which such third-parties are otherwise obligated by law to bear the cost. Licensors shall be and hereby are subrogated to all of Licensee's rights now or hereafter in such claims.

10. Notice of Legal Actions. Licensee shall, within seven (7) days of receipt thereof, give written notice to Licensors of (a) any written notice or other communication from any Government Authority or other source whatsoever or with respect to Hazardous Materials affecting the Property or regarding compliance with Environmental Laws, and (b) any Legal Action brought against such party with respect to which any Licensee may have liability under this Agreement.

11. No Dedication. Nothing contained in this Agreement shall be deemed to constitute a grant or dedication of any interest in the Property to the general public or for any public purpose whatsoever except for the rights granted herein, it being the intention of the LICENSOR that this Agreement shall be strictly limited to the use of the LICENSOR and LICENSEE.

12. Sovereign Immunity. Nothing herein is intended to serve as a waiver of the sovereign immunity of the LICENSEE.

13. Attorney Fees. If either Party should find it necessary to bring an action in a court of law to enforce any of its rights or remedies under this Agreement, then the prevailing party will be entitled to claim attorney's fees and costs.

14. Venue. Venue for any action arising out of this Agreement shall be exclusively in Okaloosa County, Florida and nowhere else.

15. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

16. Entire Agreement. This License and Indemnity Agreement constitutes the entire agreement with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.

17. Effective Date and Expiration. This Agreement shall become effective upon its full execution by all the signatories of the parties hereto. This agreement shall expire within six (6) months of the effective date unless LICENSEE has, within such time, commenced actual deposition of Emergency Project Dredged material upon the Property; otherwise, this agreement shall expire within nine (9) months of the effective date hereof. Following expiration of the term of this Agreement, LICENSEE shall remove LICENSEE'S entire portion of Emergency Project dredged materials remaining on the Property within forty-five (45) days including the leveling of the Property discussed in paragraph six above. This provision shall survive expiration for the limited purposes stated herein.

Final Clean – 4-30-2013 – 9:53 AM EDT

18. Notice. Any notice that is required to be provided pursuant to the terms of this Agreement shall be in writing and served by overnight delivery or certified mail, return receipt requested, to the following addresses:

City: Office of the City Manager
City of Destin City Hall
4200 Indian Bayou Trail
Destin, Florida 32541

Owner: GALIC POINTE, LLC
Attn, _____
Two Alhambra Plaza Suite 1280
Coral Gables, FL 33134

IN WITNESS WHEREOF, the parties of this Agreement have set their hands and seals on the day and year first above written.

CITY OF DESTIN, FLORIDA

Date

By _____
SARAH "SAM" SEEVERS, MAYOR
CITY OF DESTIN

ATTEST:

CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY LAND USE ATTORNEY

GALIC POINTE, LLC.

Date

By: _____
_____, its _____

STATE OF _____
COUNTY OF _____

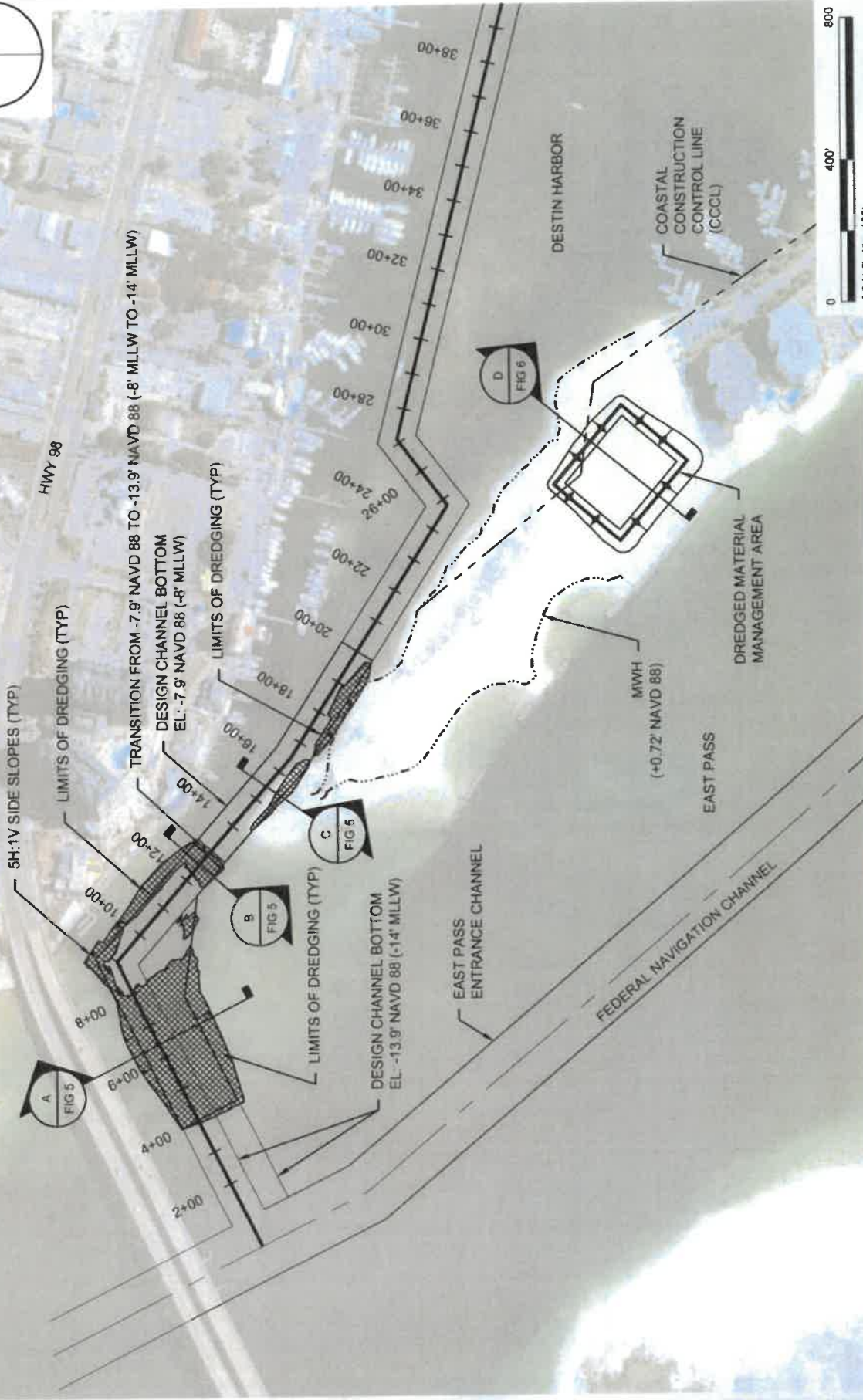
The foregoing instrument was acknowledged before me on this _____ day of _____, 2013, by
_____, _____ of _____, who is personally known to me
or who produced _____ as identification, and who did/did not take an oath.

Notary Public, State of Florida At Large

Please print or type name of notary
My commission expires:



CHOCTAWHATCHEE BAY



TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 4
PROPOSED DREDGE AND DREDGE MATERIAL MANAGEMENT AREAS
DESTIN HARBOR ENTRANCE EMERGENCY DREDGING
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA

PROJECT	C2013-019
DRAWN BY	AF
SHEET	4 of 7
DATE	APR 2013

DATE
MATTHEW TRAMMELL P.E. # 60644

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

EXHIBIT A

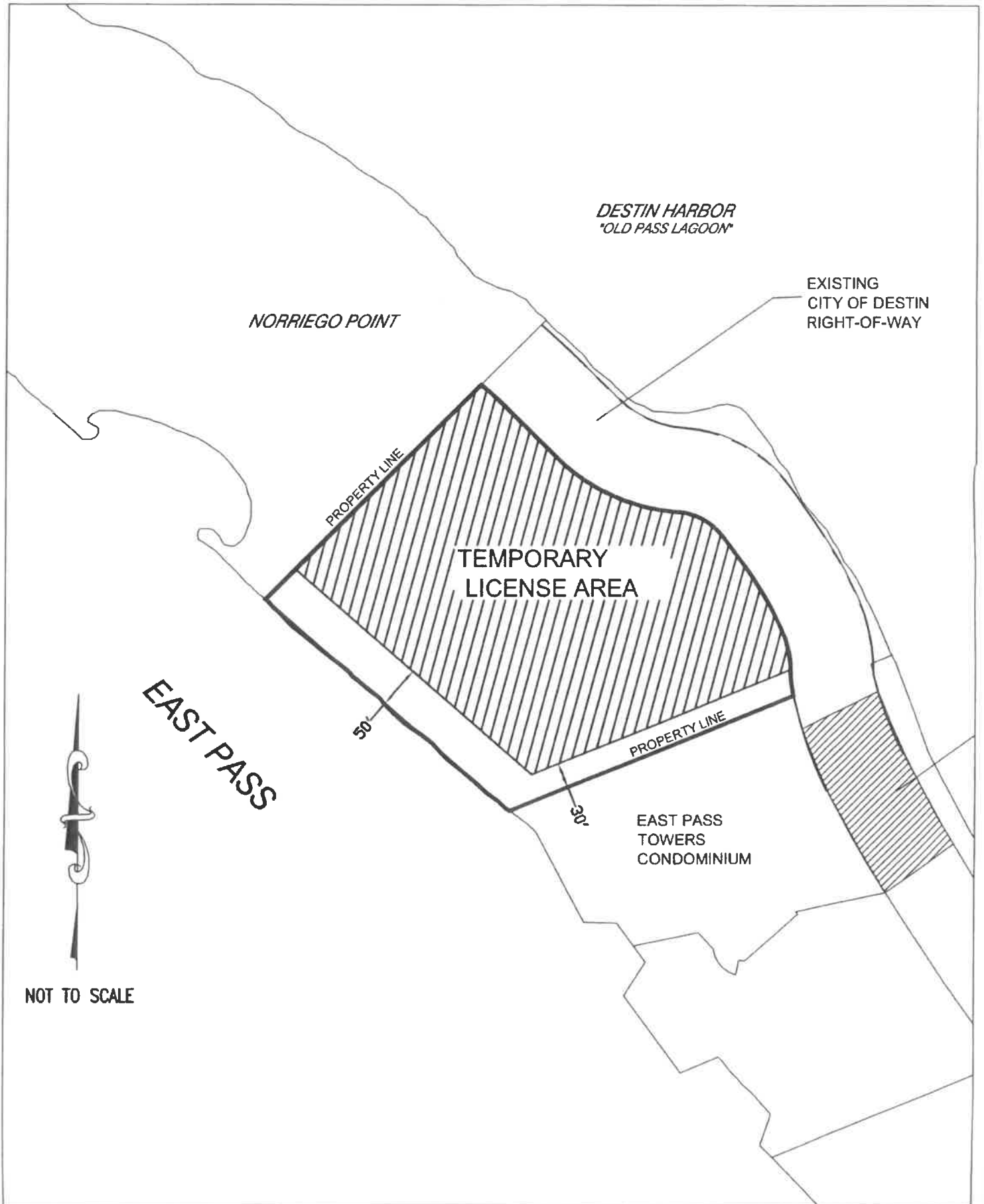
EXHIBIT "B"

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 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 51 MINUTES 41 SECONDS EAST, A DISTANCE OF 1604 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 39 MINUTES 18 SECONDS, AN ARC DISTANCE OF 524.35 FEET (CHORD BEARING = NORTH 60 DEGREES, 02 MINUTES, 13 SECONDS WEST, CHORD DISTANCE = 308.52 FEET) TO THE POINT OF TANGENCY, THENCE (2) NORTH 38 DEGREES, 35 MINUTES, 42 SECONDS WEST, A DISTANCE OF 308.78 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2024.15 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 NORTH-EAST HAVING A RADIUS OF 508.88 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, BEING THE POINT OF BEGINNING, THENCE ON TEM WEST BOUNDARY THEREOF SOUTH 68 DEGREES 06 MINUTES 39 SECONDS 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 DEGREES 01 MINUTES 05 SECONDS WEST, FOR A DISTANCE OF 2.50 FEET; (2) NORTH 49 DEGREES 25 MINUTES 44 SECONDS 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 DEGREES 13 MINUTES 52 SECONDS EAST, FOR A DISTANCE OF 349.25 FEET TO 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 DEGREES 29 MINUTES 39 SECONDS EAST, FOR A DISTANCE OF 5.71 FEET TO POINT THE POINT OF CURVATURE WITH A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 297.00 FEET; THENCE (2) THROUGH A CENTRAL ANGLE OF 5 DEGREES 32 MINUTES 11 SECONDS, AN ARC DISTANCE OF 28.70 FEET (CHORD BEARING = SOUTH 48 DEGREES 14 MINUTES 25 SECONDS EAST, CHORD DISTANCE = 28.69 FEET) TO A POINT OF TANGENCY; THENCE (3) SOUTH 45 DEGREES 28 MINUTES 19 SECONDS EAST, FOR A DISTANCE OF 90.85 FEET TO POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 225.00 FEET; (4) THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 41 SECONDS, AN ARC DISTANCE OF 158.56 FEET (CHORD BEARING = SOUTH 65 DEGREES 39 MINUTES 39 SECONDS 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 DEGREES 57 MINUTES 29 SECONDS, AN ARC DISTANCE OF 43.65 FEET (CHORD BEARING = SOUTH 61 DEGREES, 32 MINUTES 15 SECONDS EAST, CHORD DISTANCE = 61.76 FEET) TO A POINT OF TANGENCY; (6) THENCE SOUTH 57 DEGREES 13 MINUTES 51 SECONDS 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 DEGREES 08 MINUTES 19 SECONDS, AN ARC DISTANCE OF 97.46 FEET, (CHORD BEARING AND DISTANCE = SOUTH 30 DEGREES 39 MINUTES 22 SECONDS 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 DEGREES 20 MINUTES 21 SECONDS, AN ARC DISTANCE OF 44.25 FEET, (CHORD BEARING AND DISTANCE = SOUTH 12 DEGREES 20 MINUTES 57 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 DEGREES 46 MINUTES 31 SECONDS, AN ARC DISTANCE OF 30.05 FEET, (CHORD BEARING AND DISTANCE = SOUTH 06 DEGREES 33 MINUTES 42 SECONDS EAST, A DISTANCE OF 29.98 FEET) TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 303.88 FEET; (10) THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 09 MINUTES 48 SECONDS, AN ARC DISTANCE OF 1.42 FEET (CHORD BEARING AND DISTANCE = SOUTH 13 DEGREES 31 MINUTES 30 SECONDS EAST, A DISTANCE OF 1.42 FEET) TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

EXHIBIT "C"





CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 7, 2014
TYPE OF AGENDA ITEM: Consent Agenda

TO: Mayor and City Council
THRU: City Manager/Maryann Ustick *MU*
FROM: Development Manager/Steven R. Schmidt *SPS*
DATE: March 21, 2014
SUBJECT: Spoil Area License Agreement Amendment

- I. **BACKGROUND:** A Resolution was passed by Council at its regular meeting on March 18, 2013 regarding the need for emergency dredging of the Old Pass lagoon channel. Due to the significant erosion of the point and environmental permitting constraints, the dredged material management areas (DMMAs) originally contemplated under the emergency permit application were determined to be inadequate to handle the amount of dredged material necessary to effectively clear the channel for any significant period of time. Staff and the City's Land Use Attorney negotiated a License Agreement to temporarily stockpile material on the adjacent property of Galic-Point, LLC until such time as the comprehensive JCP for the stabilization of Norriego Point was issued, at which time the material could be placed below the mean high water line. The License Agreement was approved by Council and executed. At this time, terms of the License Agreement need to be extended to provide time to perform the Phase I dredging and stabilization of the flanked T-Groin on the point.
- II. **DISCUSSION:** City staff and the City Land Use Attorney have negotiated the attached License Agreement Amendment between the City and the Galic-Point, LLC owner(s) to provide the necessary time to reclaim the appropriate portion of the dredged materials in conjunction with its Phase I stabilization project.
 - A. **Effect on Budget (EOB):** There is no impact to the City budget with this Agreement.
 - B. **Level of Service (LOS):** None.
- III. **CONCLUSION:** Extension of the License Agreement will provide time for the City's contractor to utilize upland stockpiled sand to complete the final phase of the Phase I stabilization project and cover the stem wall cap.
- IV. **RECOMMENDED MOTION:** "I move that Council approve the execution of the License Agreement Amendment."

Attachment: License Agreement Amendment

BROTHERS PROPERTY MANAGEMENT CORPORATION

March 18, 2014

Via Federal Express

Steven R. Schmidt
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

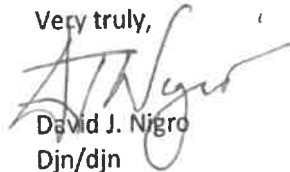
Re: Amendment dated March 18, 2014 to Extension of License Agreement dated May 2nd, 2014 by
and between GALIC Pointe, LLC and The City of Destin

Dear Mr. Schmidt,

Pursuant to Mr. Will Dunaway instructions, enclosed please find the original referenced Amendment
which has been executed by GALIC Pointe, LLC and notarized.

Should you have any question please contact Mr. Dunaway or me.

Very truly,



David J. Nigro
Djn/djn

GalicPointe.CityofDestinExtension.3.18.14

Enclosure

CC: William J. Dunaway with copy of enclosure.

License Agreement Amendment

This Spoil Area License Agreement Amendment ("Agreement Amendment") is made as of the 18th day of March, 2014, by the CITY OF DESTIN, a Florida municipal corporation, (hereinafter "Licensee") whose address is 4200 Indian Bayou Trail, Destin, FL 32541, and GALIC POINTE, LLC, a Florida Limited Liability Company, (together with its successors and assigns, hereinafter "Licensor"), whose address is Two Alhambra Plaza Suite 1280 Coral Gables, FL 33134, (hereinafter collectively "Parties").

BACKGROUND

Whereas, LICENSOR and LICENSEE entered into a License Agreement, effective May 2, 2013, by which LICENSEE was authorized to deposit spoil material obtained from state waters adjacent to East Pass referred to as the Old Pass Lagoon Entrance Channel as part of an emergency navigation channel maintenance dredging project (hereinafter "Emergency Project") onto lands owned by LICENSOR and specifically identified in the License Agreement (such lands hereinafter referred to as the "Property"); and

Whereas, as part of the Emergency Project and as provided for in the License Agreement, dredged materials have been deposited by LICENSEE upon the Property; and

Whereas, the original term of the agreement is set to expire in the near future and LICENSEE desires for the agreement to be extended for an additional six (6) months for a total term of fifteen (15) months and LICENSOR is agreeable to such extension; and

Now therefore, in consideration of the foregoing and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged) and intending to be legally bound hereby, LICENSEE and LICENSOR hereby agree as follows:

Paragraph 17 of the License Agreement is hereby amended as follows:

17. Effective Date and Expiration. This Agreement shall become effective upon its full execution by all the signatories of the parties hereto. This agreement shall expire within six (6) months of the effective date unless LICENSEE has, within such time, commenced actual deposition of Emergency Project Dredged material upon the Property; otherwise, this agreement shall expire within fifteen ~~nine~~ (15) (9) months of the effective date hereof. Following expiration of the term of this Agreement, LICENSEE shall remove LICENSEE'S entire portion of Emergency Project dredged materials remaining on the Property within forty-five (45) days including the leveling of the Property discussed in paragraph six above. This provision shall survive expiration for the limited purposes stated herein.

All other portions, provisions and terms of the License Agreement as became effective on May 2, 2013 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties of this Agreement Amendment have set their hands and seals on the day and year first above written.

CITY OF DESTIN, FLORIDA

4/10/14
Date

By [Signature]
MEL PONDER, MAYOR
CITY OF DESTIN

ATTEST:

[Signature]
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

[Signature]
CITY LAND USE ATTORNEY

[Signature]
GALIC POINTE, LLC.

3-18-2014.
Date

By: VICTOR L. FULLER
its Member

STATE OF Florida.
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me on this 18th day of March 2013. by VICTOR L. FULLER, Member of GALIC POINTE, LLC, who is personally known to me or who produced _____ as identification. and who did/did not take an oath.



[Signature]
Notary Public, State of Florida At Large
Giselle Collazo 6-11-2016
Please print or type name of notary
My commission expires:

**ACTION AGENDA
MEETING
DESTIN CITY COUNCIL
APRIL 7, 2014
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month – Open and Sensitive to Citizens' Concerns*****

SPECIAL PRESENTATIONS

1. Proclamation – Library Appreciation Month – Destin Library Director Jurate Burns

The Mayor read the proclamation designating April 2014 as Library Appreciation Month, and then presented it to the Library Director Jurate Burns.

Jurate announced that the week of April 13-19 is also National Library Week across the US; and that on Wednesday, April 16th, at 11:00 AM, the Northwest Florida College Jazz Band will be playing out at the front lawn of the library.

APPROVAL OF MINUTES

2. Request approval of the minutes of the March 17, 2014 regular council meeting
3. Request approval of the minutes of the February 24, 2014 special council meeting
4. Request approval of the minutes of the February 18, 2014 regular council meeting

Motion to approve the minutes as printed above passed 7-0.

PUBLIC HEARINGS

5. First reading of Ordinance 12-13-PC: Comprehensive Plan: 2020

Motion to continue first reading of Ordinance 12-13-PC to May 19, 2014, and direct staff to schedule a Council workshop prior to the Visioning Session to discuss this item passed 7-0.

CONSENT AGENDA*

6. Request approval for use of city streets for Northwest Florida Track Club's Chiropractic Run for Health on April 26, 2014

7. Request approval for use of city streets for 5K Holly Day Fun Run to Shred Out Cancer
8. Request approval for use of city streets for Village Baptist Church 5k/10k Resurrection Run
9. Request approval of disaster recovery continuing services contract extension with Crowder-Gulf
10. Request approval of spoil area license agreement amendment between the City of Destin and Galic-Point, LLC

Motion to approve Consent Agenda items #6 thru #10, as printed above, passed 7-0

SCHEDULED PRESENTATIONS FROM THE PUBLIC **

11. Destin Airport Air Traffic Control Tower – Tracy Stage

Mr. Tracy Stage, Deputy Director of Okaloosa County Airports, provided an informational update on the Destin Airport Air Traffic Control Tower.

PROJECT REPORTS AND COMMENTS FROM MAYOR AND COUNCIL

12. Councilmember Trammell
 - a. Motion to re-confirm Sarah “Sam” Seevers appointment as the City of Destin’s primary representative to the Okaloosa County Restore Act Committee (ORAC)

Motion to re-confirm Sarah “Sam” Seevers’ appointment as the City of Destin’s primary representative to the Okaloosa County Restore Act Committee (ORAC) passed 7-0.

13. Councilmember Wood

Councilmember Wood announced the Okaloosa-Walton TPO meeting scheduled for Thursday, April 17th starting at 3:00 PM in the City Hall Annex Council Chambers.

14. Councilmember Marler
15. Councilmember Foreman
16. Councilmember Dixon
17. Councilmember Ramswell
18. Councilmember Braden
19. Mayor Ponder

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Councilmember Menchel

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: August 3, 2020

TYPE OF AGENDA ITEM: Presentation

TO: City Council

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: August 3, 2020

TYPE OF AGENDA ITEM: Presentation

TO: City Council

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: August 3, 2020

TYPE OF AGENDA ITEM: Presentation

TO: City Council

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: August 3, 2020

TYPE OF AGENDA ITEM: Presentation

TO: City Council

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: August 3, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: 1) City Council Meetings - Starting time

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: August 3, 2020

TYPE OF AGENDA ITEM: Presentation

TO: City Council

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: August 3, 2020

TYPE OF AGENDA ITEM: Presentation

TO: City Council

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: City 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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 3, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: 1) Memorandum of Law relating to Section 3.09 of the City Charter

I. BACKGROUND: At the May 18, 2020, regular Destin City Council meeting, the City Council directed the City Attorney and City Land Use Attorney to identify language and the process required to remove a City Councilmember and the Mayor from office for violations identified in Section 3.09 of the City Charter.

The attached Memorandum of Law is responsive to this direction.

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. Memo re Forfeiture of Office - final

**From: Kyle S. Bauman, City Attorney
Richard P. Petermann, Esq.
Kimberly Romano Kopp, City Land Use Attorney**

Re: Legal review of the City of Destin Code of Ordinances - Part 1 (Charter) Section 3.09, or any other applicable sections, to identify the language needed and process required to remove a City Council member or Mayor from office for violations identified in Section 3.09.

Vacancies, Suspensions, & Removal from Office

BACKGROUND

At the May 18, 2020, regular Destin City Council meeting, the City Council directed the City Attorney and City Land Use Attorney to identify language and the process required to remove a City Councilmember or the Mayor from office for violations identified in Section 3.09 of the City Charter.

LEGAL AUTHORITY

Section 3.09(a) & (b)(2) of the City of Destin City Charter (the “Charter”), provides that a vacancy in office occurs when the mayor or a councilmember forfeit office by violating any standard of conduct or code of ethics established by law for public officials. The “Code of Ethics for Public Officers and Employees” is Chapter 112, Part III, Code of Ethics for Public Officers and Employees.¹ The City Clerk has confirmed that, although § 7.02 of the Charter allows the City to adopt a more stringent code of ethics for City officials by ordinance, no such ordinance has been adopted by the City Council.

¹ This Statute is self-described as “a code of ethics setting forth standards of conduct required of state, county, and city officers and employees . . . in the performance of their official duties.” § 112.311(5), Fla. Stat. (2019).

The Florida Commission on Ethics (the “Commission”) is Chapter 112’s constitutionally established “guardian” and arbiter. Fl. Const. Art II(8)(f) & (i)(3); § 112.320, Fla. Stat. (2019). The Commission’s duty is to “receive and investigate sworn complaints of violation of the code of ethics” and “of any other breach of the public trust[.]” § 112.322(1), Fla. Stat. (2019). Upon receipt of a complaint and after its duly conducted investigation, the Commission makes a recommendation consistent with the authority provided to it by § 112.317, Florida Statutes. If it finds that the public officer has violated Chapter 112, the Commission can impose a variety of punishments, including:

- (a) impeachment;
- (b) removal from office;
- (c) suspension from office;
- (d) public censure and reprimand;
- (e) forfeiture of no more than one-third of the public officer’s salary;
- (f) civil penalty not to exceed \$10,000; or
- (g) restitution of any pecuniary benefits received because of the violation committed.

§112.317, Fla. Stat. (2019).

Additionally, if the Commission finds that a municipal officer violated the code of ethics, then it may recommend that the Governor suspend the municipal officer from office. § 112.317(5), Fla. Stat. (2019). The Senate then conducts proceedings that determine whether to remove the municipal officer from office or reinstate the municipal officer to his office. *Id.* This is one of several methods by which a municipal official may be removed from office pursuant to Florida law.

Another method by which a municipal official may be removed from office is found in Chapter 112, Part V, Florida Statutes. Section 112.51, Florida Statutes, more particularly describes the suspension and removal of a municipal officer² from office. It states:

- (1) . . . [T]he Governor may suspend from office any elected or appointed municipal official for malfeasance, misfeasance, neglect of duty, habitual drunkenness, incompetence, or permanent inability to perform official duties.
- (2) Whenever any elected or appointed municipal official is arrested for a felony or for a misdemeanor related to the duties of office or is indicted or informed against for the commission of a federal crime the Governor may order any elected municipal officer indicted for a crime to be suspended from office until acquitted, and the office may be filled by appointment for the period of suspension, not to extend beyond the term, unless those powers are vested elsewhere by law or the municipal charter.

Section 112.52, Florida Statutes, provides a catchall for “removal of a public official when a method is not otherwise provided.” Specifically:

When a method for removal from office is not otherwise provided by the State Constitution or by law, the Governor may by executive order suspend from office an elected or appointed public official by whatever title known, who is indicted or informed against for commission of any felony, or for any misdemeanor arising directly out of his or her official conduct or duties . . .

A third method by which a municipal official may be removed from office is through § 100.361, Florida Statutes. This statute specifically describes how a “member of the governing body of a municipality”³ can be “removed from office by the electors of the municipality”—aka

² The term “municipal officer” as used in this statute includes an elected Mayor. *Slaton v. Pizzi*, 163 So. 3d 655 (Fla. 3d DCA 2015).

³ Where the Mayor is not part of the legislative body of the municipality, he is not considered a “member of the governing body of a municipality” and thus not subject to the recall provisions of § 100.361, Fla. Stat. AGO 82-82. As to a non-legislative mayor, a municipality is free to adopt its own recall proceeding by ordinance. *Id.* As described in detail in Attorney General Opinion 82-82, whether a Mayor constitutes part of the “legislative body of a municipality” requires careful review of the municipal charter. *Id.* For example, in the City of Miramar, the Charter divides the local government into two separate departments: legislative and executive. *Id.* In the City of Miramar, the mayor is clearly part of the municipality’s executive branch and thus not subject to the § 100.361, Florida Statutes, recall provisions. *Id.* The City of Destin’s scheme is different in that its Charter divides the local government into legislative and administrative departments.

“recalled.” § 100.361(1), Fla. Stat. (2019). The process begins with a recall petition filed in accordance with § 100.361(2), Florida Statutes. Grounds for recall must bear some relationship to the municipal officer’s “duties of office,” *Moultrie v. Davis*, 498 So. 2d 993, 995 (Fla. 4th DCA 1986), and include:

- (a) malfeasance;
- (b) misfeasance;
- (c) neglect of duty;
- (d) drunkenness;
- (e) incompetence;
- (f) permanent inability to perform official duties; and
- (g) conviction of a felony involving moral turpitude.

§ 100.361(2)(d), Fla. Stat. (2019).

The recall petition must adhere to several procedural requirements. These requirements include obtaining the signature of at least 500 electors or 10 percent of the total number of registered electors of the municipality, whichever is greater, in municipalities with between 5,000 and 10,000 registered electors. § 100.361(2)(b)(4), Fla. Stat. (2019). If all the procedural requirements are met and the municipal officer does not resign, the matter proceeds to a recall election, where the electorate determines whether the officer will be recalled from office. § 100.361(4), Fla. Stat. (2019).

Finally, a “municipal board member” may be suspended or removed from office in accordance with the provisions of § 112.501, Florida Statutes. A “municipal board member,” however, is limited to those persons who are “*appointed or confirmed* by the governing body of a municipality to be a member of a board, commission, authority, or council which is created or

Charter, §§ (III) & (IV). The office of the Mayor is part of the legislative branch. Charter, § 3.02. Despite this distinction, the functions of both the mayors of the cities of Miramar and Destin appear virtually identical in key facets. Consequently, it is unclear whether the Mayor of Destin is part of the “legislative body of the government” and thus a “member of the governing board” subject to § 100.361, Florida Statutes, recall provisions.

authorized by general law, special act, or municipal charter.” § 112.501(1), Fla. Stat. (2019) (emphases added). Since the City Council and Mayor are typically elected by the general electorate rather than appointed or confirmed by the governing body of a municipality, see § 5.05, Charter, it appears this statute falls outside the scope of this memorandum.⁴ See also *Berkos v. Village of Wellington*, 2003 WL 21383886, *3 (S.D. Fla. 2003).

Additionally, because of the many ways in which a municipal official can be removed from office, it is necessary to consider the legal concept of “preemption.” Generally, and pursuant to a municipality’s broad home rule powers, a municipality “may exercise any power for municipal purposes, except when expressly prohibited by law. § 166.021(1), Fla. Stat. (2019). However, a municipality may not exercise a power on “any subject expressly preempted to state or county government by the constitution or by general law[.]” § 166.021(3)(c), Fla. Stat. (2019).

A municipality’s action may be preempted by either express or implied preemption. *Santa Rosa Cnty. v. Gulf Power Co.*, 635 So. 2d 96, 100 (Fla. 1st DCA 1994). Action is expressly preempted where the statute contains specific language of preemption directed at a particular subject. *Id.* Express preemption is clearly found in the recall statute. § 100.361(11), Fla. Stat. (2019). Implied preemption occurs where a legislative scheme is so pervasive that it occupies the entire field, thus creating a danger of conflict between local and state laws. *Santa Rosa Cnty.*, 635 So. 2d at 100. This type of preemption is possibly found in the various suspension and removal statutes.

⁴ General law formerly provided that “two-thirds of the council may expel a member of the same or other officer of the city or town for disorderly behavior or malconduct in office.” *Etzler v. Brown*, 50 So. 416 (Fla. 1909); *Burklin v. Willis*, 97 So. 2d 129 (Fla. 1st DCA 1957). This statute, § 165.18, Florida Statutes, was repealed by Laws of Florida 1974, c. 74-192, § 1.

ANALYSIS

The Charter's interactions with state statutes creates murky law relating to the powers this Council possesses relative to the removal of its elected officials pursuant to § 3.09(b)(2) of the Charter. First, it is unclear whether the jurisprudence preempts the entire field of law relating to suspension and removal of elected municipal officials. Case law offers little guidance as to this specific preemption issue.

If this entire concept is not preempted by state law, then it is necessary to determine what § 3.09(b)(2) of the Charter specifically means when referring to the "standard of conduct or code of ethics established by law for public officials[.]" General law establishes the Code of Ethics described in Chapter 112, Florida Statutes, as the "code of ethics" for public officials. If this general law is what the Charter refers to, then the primary arbiter of whether a Destin elected official has committed an offense justifying removal is the Florida Commission on Ethics. However, since Chapter 112, Florida Statutes, is not specifically referenced, the Charter may in fact be referring to some other source of ethics, a breach of which would justify removal. The most likely source of ethics § 3.09 is contemplating is the City's own code of ethics; however, as discussed above, the City Council has not adopted its own code of ethics applicable to City officials.

Moreover, § 112.52, Florida Statutes', interplay with preemption jurisprudence must be considered. Section 112.52, Florida Statutes, specifically addresses situations providing for the "removal of a public official when a method is not otherwise provided." Arguably, this statute preempts the adoption of any ordinance by the City Council providing for the removal of public officials. However, the statute could also be interpreted as simply requiring the City Council to specifically adopt a procedure prior to removal. If the latter interpretation is correct, then any

removal procedure must adhere to strict due process requirements which are beyond the scope of this memorandum. See Fla. Jur. 2d Counties, Etc. § 158, *Suspension or removal of municipal officers, generally* (June 2020 update).

CONCLUSION

In conclusion, the law is decidedly cloudy in this area. The City Council appears to have three primary options:

- (1) To ensure compliance with the law, the Council could direct the City Attorney and the City Land Use Attorney to obtain an opinion from the Attorney General's Office on whether action by the City is preempted by state law, and if not, whether the City Council can take action based on findings made by the Commission on Ethics, and if so, what type of procedures the City Council must adopt to take action.
- (2) Alternatively, the Council could direct the attorneys to proceed forward with drafting an ordinance allowing removal of an elected official who violated § 3.09(b)(2) of the Charter. This step may first require that the attorneys first develop a code of ethics that is applicable to City officials for the City Council to consider adopting. A separate ordinance would then describe the process for removal and include all elements necessary to ensure that due process is afforded to the impeached elected official.
- (3) Lastly, the Council could direct the attorneys to take no further action on this matter.