

**REGULAR MEETING
DESTIN CITY COUNCIL
JULY 6, 2021
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Integrity*****

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES

A. Approval of minutes of May 17, 2021 Regular City Council Meeting

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

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. Approval of Contract with 3TP Ventures, Inc., for Mobility Plan, Including Fee Schedule and Scope of Work

B. Approval of Resolution 21-07 - Determining the necessity to acquire certain property for public use

C. Low Speed Vehicles

D. Regulations relating to electric bicycles

E. Franchise and Undergrounding Agreements with Gulf Power - Special Counsel Schef Wright

F. Capt. Royal Melvin Heritage Park Change Order Approval

G. Implementation of Countywide Tourist Development Taxing District – Update from Legal Team

H. Update: Tour Helicopters

I. Longevity Award

J. Announcements:

1. Budget Workshop #2 on July 12th at 5:30pm.

2. The Harbor Capacity Study will be getting underway this month.

3. Airport Road curve safety improvements update.

4. Community Center will be closed July 6,7 & 8 while the gym is being re-stripped.

- 5. Reminder: July is National Parks & Rec. month, get out and enjoy your parks!
- 6. Code Compliance Update

5. PUBLIC HEARINGS

- A. Jesse Robinson, on behalf of Bamboo Box, LLC is requesting a Conditional Use (21-02-CU) approval for a specialty grocery store. The project consists of renovating the existing ±2,528 SF suite to include a display area, a kitchen, a storage area, restrooms, and a small office. The subject site contains 0.22 acres. The project is being proposed at 1209 Airport Road, Suite 11 (Parcel ID: 00-2S-22-001B-000-0020).

6. *CONSENT AGENDA (No public comments)

- A. Authorization to purchase two trailer-mounted 6" Self-Priming Trash Pumps
- B. Declaration of City Property as Surplus, authorization allowing the City Manager to execute a contract for Auction Services, provides for disposal of assets
- C. Board & Committee Minutes

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

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Destin
- D. Councilmember Morgan
- E. Councilmember Hebert
 - 1) Public/Private cooperation to commission murals in areas around the City in need of revitalization.
- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Gary Jarvis
 - A. Eglin Property
- I. Land Use Attorney
- J. City Attorney

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

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

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

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

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

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
MAY 17, 2021
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 Terésa Hebert
Councilmember Rodney Braden

Councilmember Johnny King
Councilmember Prebble Ramswell
Councilmember Dewey Destin

Destin City Staff

City Manager Lance Johnson
City Clerk Rey Bailey
Public Information Manager Catherine Card
Code Compliance Manager Joey Forgione
Grants/Project Manager Jeffrey Cozadd
Parks/Recreation Director Lisa Firth
Finance Director Krystal Strickland
City Land Use Attorney Kimberly Kopp

City Engineer Donald Smith
Deputy City Manager Webb Warren (Virtual)
Deputy Public Works Director John Hart
Public Services Director Michael Burgess
HR Manager Nichole DeVito
Building Official Noelle Bell
IT Specialist James Lauria
City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 pm. Pastor Steve Farris of First Baptist Church in Destin gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Motion by Councilmember Hebert, seconded by Councilmember King, to approve the agenda passed 5-0 (Council members King, Hebert, Destin, Ramswell, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

1. APPROVAL OF MINUTES

A. Approval of minutes of April 5, 2021 Regular City Council Meeting

Councilmember Hebert moved to approve minutes of April 5, 2021 Regular City Council meeting; seconded by Councilmember Ramswell. Motion passed 5-0 (Council members King, Hebert, Destin, Ramswell, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting)

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

A. Proclamation - National Public Works Week

The mayor read the proclamation designating the week of May 16 – 22, 2021 as *National Public Works Week* in the City of Destin, and then presented it to the City's Public Works Director Michael Burgess.

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

Mr. Cyron Marler, a Destin resident and former council member, stated that he was very encouraged with what he heard at the recent city council workshop on the crosstown connector. He urged the council to do everything necessary to move forward with the project. He also noted that they have had several near accidents at the First and Fourth Street intersection. It is a dangerous intersection. It requires some realignment as there is a sight problem at that intersection which requires the city's attention.

Ms. Victoria McCraw, a Destin resident informed the Council that they purchased a home at 345 Gulf Shore Drive on Holiday Isle in 2008. She stated that the home next door at 355 Gulf Shore Drive was originally a 4-bedroom 4-bathroom, 4500 square foot home built in 2001 on less than 1/5 of an acre parcel. The City of Destin has approved its conversion to a 10-bedroom, 10-bathroom resort without changing the footprint. They believe the home has committed the following code violations:

- Over-occupancy. The home is currently advertising sleeping 42 people. It sleeps 24 people in the bunkroom alone. The maximum occupancy in Holiday Isle is 22 for the same number of bedrooms.
- Advertising on-line and securing booking while still under construction and without short term rental inspection and no certificate of occupancy.
- Violation of stormwater drainage requirements set by the city when no more than 60 percent of the lot is to be hardscaped. The new driveway exceeds that percentage, and it cannot support the 10 parking spots required by the city
- They have a new roof top deck on the 4th floor which exceeds maximum height allowance of the dwelling.

Ms. McCraw stated that this dwelling will have a devastating effect on the quality of life of their family and the surrounding homeowners in the area.

Councilmember Hebert asked how this dwelling could start advertising since it has not gotten approval from the city.

The City Land Use Attorney stated that assuming the 10 bedrooms were approved for this dwelling, they cannot have more than an occupancy of 24 people pursuant to the city code which allows 2 people per bedroom plus 4 more people. She also stated that with regards to illegal

advertising, when staff became aware of it, they required it to be removed. She reiterated that the dwelling cannot advertise for occupancy exceeding 24 people, and they cannot advertise until they are awarded the certificate of occupancy. She also noted that city staff regularly monitors the website to make sure there are no illegal advertisements for any short-term rentals in the city. With regards to the site plans issues, they will be thoroughly reviewed by staff, and they will not be allowed to violate any city codes.

Mr. Shane Moody, President and CEO of the Destin Chamber of Commerce, urged the council to move forward with the crosstown connector. He stated that the Chambers and many other supporters of the crosstown connector are encouraged by the positive tone that came out of the workshop regarding this project.

4. CITY MANAGER REPORTS

A. Cross Town Connector ROW Scope and Fee Approval

The City Manager requests council's approval to resume the redesign process for the crosstown connector which was temporarily put on hold until after the recent workshop on the project. He also requests council's authorization to engage the property acquisition sub-contractor that assisted in acquiring several other properties for the city to ensure a smooth transition.

Councilmember Hebert moved for approval of proposed right-of-way scope and fee addendum from Atkins of North America, Inc. and authorize the continuation of the re-design incorporating the multimodal element discussed at the May 10, 2021 Council workshop session; seconded by Councilmember King.

Councilmember Destin noted that they discussed several design criteria in the crosstown connector workshop, one of which was creating a multi-modal pathway. He asked if a motion is required to incorporate that element into the design process since a formal motion could not be taken at a workshop session.

The City Manager noted that incorporating the multimodal element into the design process is already part of the current motion on the floor.

Councilmember Destin recommends an amendment to the motion to include direction to insert a multi-modal pathway into the right-of-way; as well as having the contractor look into the concept of trying to slow the speed down on Airport Road, which is an integral part of the crosstown connector, and other methods to slow the traffic down and make it more appropriate for the interior neighborhoods in Destin throughout the direction of the length of the crosstown connector.

Councilmember Hebert offered an amended motion to approve the proposed right-of-way scope and fee addendum from Atkins of North America, Inc. and authorize the continuation of the re-design incorporating the multi-modal element discussed at the May 10, 2021 Council workshop session; to include inserting a multi-modal pathway into the

right-of-way; and for Atkins to look into the concept of trying to slow the speed down on Airport Road as well as other methods of slowing the traffic down and making it more appropriate for the interior neighborhoods in Destin throughout the direction of the length of the crosstown connector. Councilmember King provided a second to the motion.

Councilmember Ramswell asked if they should address the linear park issue tonight to make sure it is being considered along with these plans. Whether the park will be a component of the connector itself or would it be more of a peripheral piece.

The City Engineer Donald Smith explained they will return with the 60 percent design. They could then make adjustments at that time if the components are not as directed by council. He added it would just be a budgetary question. How much they include would be determined by the available budget for the total project.

Councilmember Ramswell stated that the park is a key component of what the council wanted, and she would not want the plans to go to 60 percent and then learn there was not enough money to incorporate the park into the plans.

Councilmember Destin recommends making a separate motion to include park related issues.

The mayor called for a vote on the current motion on the floor, which passes 5-0 (Council members King, Hebert, Destin, Ramswell, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

Councilmember Destin moved to designate the portion of the Old Destin Campground property that is not part of the right-of-way for the crosstown connector as the green belt/park and that council will provide the details as money becomes available. Councilmember Ramswell provided a second to the motion.

The City Manager noted this matter will come back before the council several times; adding if they were able to accomplish this portion with the available funds, they would need to change that area to recreational use.

The mayor called for a vote on the motion, which passes 5-0 (Council members King, Hebert, Destin, Ramswell, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting)

B. Capital Project Status

Item presented for council information only. It contained a summary of the current capital improvement projects, showing status and year-to-date expenditures and encumbrances.

C. Operations Financial Report

Item presented for council information only. It contained year-to-date budget versus actuals for the General Fund and the two CRAs.

- D. Approval of Resolution 21-05 setting the date and the qualification period for the City of Destin Special Election

The City Manager noted that proposed Resolution 21-05 sets the City Council special election to fill the vacancy created by the resignation of Councilmember Skip Overdier for July 20, 2021. It also sets the qualification period of May 24, 2021 through May 26, 2021.

Motion by Councilmember Destin, seconded by Councilmember Hebert, to approve Resolution 21-05 passed 5-0 (Council members King, Hebert, Destin, Ramswell, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting)

- E. Approval of contract with Okaloosa County Supervisor of Elections to conduct Special Election for the City of Destin

The City Attorney explained that the agreement breaks the services the Supervisor of Elections will provide to the City of Destin into two parts: Base Services and Optional Services. Base Services are the bare minimum services the Supervisor must perform in order to conduct the special election. The Optional Services include the following 3 options:

1. The Supervisor providing all legal advertisements required under the law for the Special Elections with the City paying actual costs for such advertising.
2. The Supervisor handling all candidate qualification filings and managing all the campaign finance filings for the Special Election with the City paying \$100 for each qualified candidate or \$500, whichever is greater.
3. The Supervisor providing off-site early voting, which the Supervisor estimates to cost between \$4500 and \$5000.

After a brief discussion, Councilmember Hebert moved to authorize and direct the mayor to execute the Election Services Agreement by and between the City and Supervisor of Elections and elect the following Optional Services:

- 1. The Supervisor providing all legal advertisements required under the law for the Special Elections with the City paying actual costs for such advertising; and**
- 2. The Supervisor handling all candidate qualification filings and managing all the campaign finance filings for the Special Election with the City paying \$100 for each qualified candidate or \$500, whichever is greater.**

Councilmember King provided a second to the motion.

Motion passed 5-0. (Council members King, Hebert, Destin, Ramswell, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting)

F. Appointment of Interim City Council Member

Councilmember Hebert moved to appoint Chatham Morgan as Interim City Council Member to serve until a new councilmember is duly elected and sworn in, seconded by Councilmember Destin.

Councilmember Hebert explained that as a prior member of Council, Mr. Morgan has the knowledge of current issues involving the city, and that Mr. Morgan does not intend to run for office in the upcoming special election.

Councilmember Braden noted that since Mr. Morgan does not plan to run for the seat in the upcoming special election if appointed in an interim capacity, he will not have an unfair advantage over those who plan to run for office.

A question was asked whether they should allow the other applicants to speak even though there is already a motion on the floor to appoint Mr. Morgan.

The mayor explained that since not all the applicants are present here tonight, allowing others to speak will not be fair to all who plan to run for the permanent seat in the July election.

The mayor called for a vote on the motion, which passes 5-0 (Council members King, Hebert, Destin, Ramswell, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting)

G. Appointment of Council representative to local and regional committees

The City Manager noted that Councilmember Overdier was appointed as primary council representative to several local and regional committees. In light of his resignation from the council, the present council will need to appoint a replacement.

Councilmember Destin moved to appoint the following officials as Council representatives to the Economic Development Council (EDC) Policy Board:

Primary: Councilmember Ramswell

Alternate: Councilmember Hebert

Councilmember Hebert provided a second to the motion, which passes 5-0 (Council members King, Hebert, Destin, Ramswell, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting)

Councilmember Ramswell moved to appoint the following officials as Council representatives to the Okaloosa-Walton TPO:

**Primary: Councilmember Hebert / Councilmember Braden
Alternate: Councilmember King.**

Councilmember Destin provided a second to the motion, which passes 4-0 (Council members King, Hebert, Destin, and Ramswell voted “yes”; Councilmember Braden was not present during the voting; Councilmember Schmidt was absent from the meeting)

Councilmember King moved to appoint the following officials as Council representatives to the Tourist Development Council (TDC):

**Primary: Councilmember Hebert
Alternate: Councilmember Destin**

Councilmember Hebert provided a second to the motion, which passes 4-0 (Council members King, Hebert, Destin, and Ramswell voted “yes”; Councilmember Braden was absent during the voting; Councilmember Schmidt was absent from the meeting)

Councilmember Destin moved to appoint the following officials as Council representatives to the Emerald Coast Regional Council (ECRC):

**Primary: Councilmember Ramswell
Alternate: Councilmember Hebert**

Councilmember Ramswell provided a second to the motion, which passes 4-0 (Council members King, Hebert, Destin, and Ramswell voted “yes”; Councilmember Braden was absent during the voting; Councilmember Schmidt was absent from the meeting)

H. Wayfinding for Harbor District Parking Lots

Public Services Director Michael Burgess reported that they have installed approximately a dozen wayfinding signs for the city’s pay-to-park program on city rights-of-way. Staff has also applied to FDOT for several other locations in the state’s right-of-way, and that the permit is awaiting final approval by FDOT staff. He also stated they have pre-emptively ordered the signage required for the locations identified in the permit application.

Councilmember Destin recommends placing a temporary sign that is visible to the public at the Marler Street Parking Lot for Memorial Day.

Councilmember Ramswell noted they have previously discussed wayfinding signs in terms of landmark and sites, such as Mattie Kelly, and things of that nature. She asked if there had been some progress in that regard.

According to the City Manager, he and the Community Development Director have had some discussions about this issue, and it is moving forward. The program would also involve the numbering of streets or some sort of signage on all the stop lights.

I. Announcements:

The City Manager made the following announcements:

- Okaloosa County League of Cities Dinner on Thursday, May 20th
- May 31st - Annual Memorial Day service will be held in conjunction with the American Legion, at the old cemetery in Destin beginning at 11:00 am
- The city is facing some challenges at the Capt. Royal Melvin Heritage Park, and staff is trying to work through them the best they can.

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 21-11-CN - Authorizing the issuance of the City of Destin non-ad valorem refunding revenue note, Series 2021 in the principal amount of not to exceed \$10,600,000 for the purpose of financing the acquisition of certain real property within the City to be used to expand public beach access, refunding on a current basis the City's outstanding non-ad valorem refunding revenue note, Series 2015A and refunding on a current basis the outstanding Harbor Community Redevelopment Area Phase 1 revenue note, Series 2009, issued by the Community Redevelopment Agency of the City of Destin

The City Attorney read proposed Ordinance 21-11-CN by title, and then presented it to the Council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AUTHORIZING THE ISSUANCE OF THE CITY'S NON-AD VALOREM REFUNDING REVENUE NOTE, SERIES 2021 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,600,000 FOR THE PURPOSE OF FINANCING THE ACQUISITION OF CERTAIN REAL PROPERTY WITHIN THE CITY TO BE USED TO EXPAND PUBLIC BEACH ACCESS, REFUNDING ON A CURRENT BASIS THE CITY'S OUTSTANDING NON-AD VALOREM REFUNDING REVENUE NOTE, SERIES 2015A, AND REFUNDING ON A CURRENT BASIS THE OUTSTANDING HARBOR COMMUNITY REDEVELOPMENT AREA PHASE I REVENUE NOTE, SERIES 2009, ISSUED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE CITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING 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 Hebert moved to approve Ordinance 21-11-CN; seconded by Councilmember King. Motion passed 5-0 (Council members King, Hebert, Destin, Ramswell, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting)

- B. Approval of Resolution 21-04 - Supplementing Ordinance 21-11-CN, which authorizes issuance of the City of Destin Non-Ad Valorem Refunding Revenue Note, Series 2021

The City Attorney read proposed Resolution 21-04 by title.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA SUPPLEMENTING ORDINANCE NO. 21-11-CN ENACTED ON THE DATE HEREOF, WHICH AUTHORIZED ISSUANCE OF THE CITY'S NON-AD VALOREM REFUNDING REVENUE NOTE, SERIES 2021 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,600,000 FOR THE PURPOSE OF FINANCING THE ACQUISITION OF CERTAIN REAL PROPERTY WITHIN THE CITY TO BE USED TO EXPAND PUBLIC BEACH ACCESS, REFUNDING ON A CURRENT BASIS THE CITY'S OUTSTANDING NON-AD VALOREM REFUNDING REVENUE NOTE, SERIES 2015A, AND REFUNDING ON A CURRENT BASIS THE OUTSTANDING HARBOR COMMUNITY REDEVELOPMENT AREA PHASE I REVENUE NOTE, SERIES 2009 ISSUED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DESTIN, FLORIDA; PROVIDING FOR CERTAIN DETAILS OF SUCH NOTE; APPROVING THE FORM AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE DESTIN COMMUNITY REDEVELOPMENT AGENCY; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

Motion by Councilmember Hebert, seconded by Councilmember Destin, to adopt Resolution 21-04 and the Interlocal Agreement attached to Resolution 21-04 passed 5-0 (Council members King, Hebert, Destin, Ramswell, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

- C. Second reading of Ordinance 21-12-CN - Amending the FY2021 Budget to accommodate issuance of the Non-Ad Valorem Revenue Refunding Note, Series 2021, providing for authority, providing for findings of fact, providing for amendment to the 2021 Budget, providing for severability, and providing for an effective date.

The City Attorney read proposed Ordinance 21-12-CN by title, and then presented it to the Council on second reading.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AMENDING THE FISCAL YEAR 2021 BUDGET AS DESIGNATED IN THE ATTACHED EXHIBIT “A,” DESCRIBING AMENDMENTS NECESSARY TO ACCOMMODATE ISSUANCE OF THE NON-AD VALOREM REVENUE NOTE, SERIES 2021; PROVIDING

FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT TO THE 2021 BUDGET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Motion by Councilmember King, seconded by Councilmember Hebert, to approve Ordinance 21-12-CN on second reading passed 5-0 (Council members King, Hebert, Destin, Ramswell, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

- D. Second reading of Ordinance 21-03-LC - Providing for amendments to Article 7, Section 7.12.08, "Dimensional Requirements"; amending Table 7-3, "Schedule of Dimensional Requirements in Zoning districts;" providing for consistency with the City's Comprehensive Plan.

The City Attorney read proposed Ordinance 21-03-LC by title, and then presented it to the Council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENTS TO ARTICLE 7, SECTION 7.12.08 “DIMENSIONAL REQUIREMENTS”; AMENDING TABLE 7-3 “SCHEDULE OF DIMENSIONAL REQUIREMENTS IN ZONING DISTRICTS”; PROVIDING FOR CONSISTENCY WITH THE CITY’S COMPREHENSIVE PLAN; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE, CONFLICTING PROVISIONS, 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.

Councilmember Destin moved for approval of Ordinance 21-03-LC on second reading, seconded by Councilmember Ramswell. Motion passed 5-0 (Council members King, Hebert, Destin, Ramswell, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

- E. Second reading of Ordinance 21-08-LC - Providing for amendments to Article 7 of the Land Development Code, "Land Use, Type, density, Intensity, zoning and Regulatory Controls" to require multi-family long-term uses to include commercial components in the commercial General (CG) zoning district.

The City Attorney read proposed Ordinance 21-08-LC by title, and then presented it to the Council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENTS TO ARTICLE 7 OF THE LAND DEVELOPMENT CODE “LAND USE, TYPE, DENSITY, INTENSITY, ZONING AND REGULATORY CONTROLS” TO REQUIRE MULTI-FAMILY LONG-TERM USES TO INCLUDE COMMERCIAL COMPONENTS IN THE COMMERCIAL

GENERAL (C-G) ZONING DISTRICT; PROVIDING FOR CONSISTENCY WITH THE COMPREHENSIVE PLAN; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE, CONFLICTING PROVISIONS; 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.

Councilmember Hebert moved for approval of Ordinance 21-08-LC on second reading, seconded by Councilmember King. Motion passed 5-0 (Council members King, Hebert, Destin, Ramswell, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

- F. First reading of Ordinance 21-09-LC - Providing for amendments to Article 7 of the Land Development Code "Land Use, Type, Density, Intensity, Zoning and Regulatory Controls"; amending Table 7-2 "Table of Allowable Uses" relating to breweries, micro-breweries, brewpubs, distilleries, craft distilleries, and restaurants

The City Attorney read proposed Ordinance 21-09-LC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENTS TO ARTICLE 7 OF THE LAND DEVELOPMENT CODE “LAND USE, TYPE, DENSITY, INTENSITY, ZONING AND REGULATORY CONTROLS”; AMENDING TABLE 7-2 “TABLE OF ALLOWABLE USES” RELATING TO BREWERIES, MICROBREWERY, BREWPUBS, DISTILLERIES, CRAFT DISTILLERIES, AND RESTAURANTS; PROVIDING FOR CONSISTENCY WITH THE CITY’S COMPREHENSIVE PLAN; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE, CONFLICTING PROVISIONS, 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.

Councilmember Hebert moved for approval of Ordinance 21-09-LC on first reading, seconded by Councilmember King. Motion passed 5-0 (Council members King, Hebert, Destin, Ramswell, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

6. CONSENT AGENDA

- A. Main Street Re-Striping, authorization for City Manager to execute a Task Order
- B. Removal and Replacement of Boardwalks at Captain Royal Melvin, Destin Fishing Fleet, and Luther's
- C. Cemetery Fence Replacement Minutes from Board and Committees
- D. Animal Control Services - 2nd Quarter Information

Councilmember Hebert moved for approval of Consent Agenda items 6A thru 6D; seconded by Councilmember King. Motion passed 5-0 (Council members King, Hebert, Destin, Ramswell, and Braden voted “yes”; Councilmember Schmidt was absent from the meeting).

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

A. Councilmember Braden

Councilmember Braden asked why they are skipping Tailfins Restaurant for removal and replacement of boardwalk and moving ahead to AJ’s Restaurant and to Capt. Royal Melvin Heritage Park.

Parks and Recreation Director Lisa Firth explained that Councilmember Hebert has requested the postponement, and staff honored that request and moved ahead.

Councilmember Braden noted that request was disapproved when it went before the council. He asked when they plan to do the repair work at Tailfins.

Ms. Firth stated they would need to determine if funds are available, and if not, they may need to wait until the next budget cycle.

The City Manager noted there are two parallel programs going on simultaneously. They are replacing the decking boards and the Code Compliance Division is reviewing all the sites for potential code violations and addressing those with the property owners. They have replaced the bad planks and fixed some of the soft spots on the Tailfins property, which were major safety concerns. When staff replaced the planks, they were able to look at the substructure underneath and determined nothing else other than the surface planks appeared to be causing a danger to the public. Staff’s goal was to keep the project moving, and so they have decided to move forward as there are areas to the east of that location that require immediate attention.

According to Councilmember Ramswell, there have been some report of some structures placed on the property without proper authorization. She asked staff to address this issue.

Code Compliance Manager Joey Forgione noted that Tailfins has applied for a permit for the large trailer.

The Building Official Noelle Bell explained that the large trailer was approved and permitted by the original development order. She stated that they applied for another permit retroactively because they put an additional small kiosk to be used for selling t-shirts. A permit application was also retroactively submitted for the stage trailer where the performer stands.

According to Councilmember Hebert, she has learned the last two structures were verbally approved by previous city staff members.

Ms. Bell clarified that the stage trailer supposedly received verbal approval from previous city staff. The small kiosk had just been placed there recently.

Councilmember Destin asked whether the other boardwalk property owners were given the opportunity to delay construction till the end of the season so it would not interfere with their business.

According to staff, no one else has made a request to delay construction.

Councilmember Destin reiterated that Councilmember Hebert's motion to delay the boardwalk construction in front of Tailfins was voted down by council, and so staff has taken an action which is directly against a motion voted on by the council. Councilmember Destin also stated they are still looking for written verifications that the new structures were permitted by the city, and that those uses are lawful on the boardwalk.

According to the Land Use Attorney, they have not found any written approval for the structure that allegedly received verbal approval from city staff; adding that verbal approvals are not legally binding. Everyone is required to obtain a permit.

The City Attorney noted there was a second motion made during the previous meeting right before this matter was tabled by the council. Staff was supposed to gather additional information and then bring the item back before the council. He also stated that the council could direct the City Manager to resume replacement of boardwalk at Tailfins if they so choose.

Councilmember Hebert explained that this matter was tabled so that staff can determine whether they have enough funding for this fiscal year to be able to continue with the rest of the project. She also stated that she went down to the boardwalk with staff. After the damaged boards in front of Tailfins were repaired, staff felt they could move on because there are other sections of the boardwalk with worse damage. She further stated that this matter was placed under her name on the agenda for the subsequent meeting, but she decided to pull the item.

Councilmember Destin reiterated that the item should have been brought back to council since there was a motion to table it. He also stated that the other property owners were not given the same opportunity to request a delay on the repair in front of their property so that it does not disrupt their season.

Councilmember Ramswell asked why they are not asking the property owner to remove the unpermitted items on their property.

The Land Use Attorney explained that if a certain structure on the property requires a permit, they tell the property owner to either obtain the permit or remove the structure within a certain timeframe. If neither action is taken, then code enforcement proceeding can progress.

Next, Councilmember Braden addressed the harbor master position. He stated it was his understanding the main reason for increasing the livery fees from \$75 to \$100 is so they could use the extra revenue to hire a harbor master that would be dedicated to the harbor and that

would deal with all the issues on the harbor. He continued that those fees were increased over two years ago, and they still do not have a harbor master and that situations on the harbor have gotten worse.

Mr. Forgione noted that they have a harbor compliance officer who is issuing citations on the harbor, and monitoring livery vessels and processing all livery applications.

Councilmember Ramswell asked how many livery applications have been submitted so far and how many have been approved.

The Land Use Attorney reported that approximately 20 applications have been submitted and about 5 have received a formal approval. The others received temporary authorization to continue operating through the end of May because they have submitted everything staff requested but staff has not completed their review. The city's consultant is still reviewing the parking. She continued that the consultant is taking about two weeks per application, and then it comes back to staff to finalize their review. She also stated that management and staff will be meeting tomorrow to prioritize this issue because it does not seem the process is moving fast enough. They will discuss some ideas to have all the reviews completed by May 31st this year. She added that one of the things she would recommend at tomorrow's meeting is to assign a staff member to work full time with the consultant on this matter at least through the end of May.

Councilmember Ramswell stated that it is a council priority for the city to be as efficient as possible, and that taking so much time to process an application does not seem very efficient.

Councilmember Braden expressed that livery operators have almost 8 months to submit their applications, but most of them wait until the last day to submit their application, some of which were incomplete, and then expect staff to turn it around quickly. He added it is neither staff nor the council's responsibility to gather the necessary information, such as the parking data, to be included in the application.

According to the Land Use Attorney, they have discussed at prior meetings that the city would be very thorough this year. Not as much attention was paid to every detail as they needed to be in prior years, and that some things were not appropriately directed to the business owners. They have advised business owners early on that they want to get things right this year so that starting next year, the application process would be more efficient.

Mr. Forgione noted they have received 19 applications so far this year. Six applications have been approved and 7 others are going through a review process. He explained that the Code Compliance Division reviews the application upon receipt for completeness and then forward them to the other departments for review. The application then goes back to Code Compliance Division for the final approval process. He stated that the quality of submittal is the key, and that applications that do not have all the proper information are returned to the applicants.

The City Manager stated that he expects his directors and supervisors to keep him up to date with the information, as he depends on them to keep him inform so he could make the

appropriate decision. He stated they need to keep the EnerGov/COMPASS System up-to-date and ready with all the right information so that business owners do not have to go through a similar process starting next year. He also stated they plan to meet and have a thorough discussion of this matter tomorrow and come to a resolution.

Councilmember Destin moved for this council to make the livery vessel permitting process a priority, and to increase the City Manager's spending authority to \$30,000 to pay the consultant assisting in the process and have them moving forward; seconded by Councilmember Hebert. Motion passed 5-0 (Council members King, Hebert, Destin, Ramswell, and Braden voted "yes"; Councilmember Schmidt was absent from the meeting).

Councilmember Braden asked how they would handle those applicants who have submitted incomplete applications and are given an extension to resubmit their applications.

According to the Land Use Attorney, a complete application does not mean the information provided met the code. It simply means the applicant provided all the information requested by staff. She also stated that no one who submitted an incomplete application had been given an extension. There were a few that waited until the final week to submit their applications for various reasons and those applications are currently going through the approval process.

B. Councilmember Ramswell

Councilmember Ramswell requested an update on the new Crab Island licensing that will be required.

According to Deputy City Manager Webb Warren, he has learned that the county is staying the course for this year. He will try to obtain more information regarding the new licensing that will be required and report back to council.

Councilmember Ramswell requested an update on the 4 derelict vessels she previously reported to staff.

Mr. Forgione stated that they have been reported to the Florida Fish and Wildlife Commission (FWC) who has taken the lead on the issue. He will report back to council as soon as he receives an update from FWC.

Next, Councilmember Ramswell requests the topic related to maintenance of right-of-way along Commons Drive be placed on the next council meeting agenda and for staff to bring back a report from the county as well as some options for the city going forward.

Councilmember Ramswell asked the City Manager to elaborate further on issues related to Capt. Royal Melvin Heritage Park which he had alluded to earlier in the meeting.

The City Manager explained that he has not been very pleased with the phase this project is moving, and that they have been extremely patient with both the general contractor and the sub-contractor hired to complete most of the site work. He stated there are some key components that have to take place quickly or the project will be shut down until after Labor Day. The major component involved a 12" water main that feeds the western end of Holiday Isle. They need to be able to see some movement on that or he will be forced to make some hard decisions for the best interest of this project.

Councilmember Ramswell asked whether this issue was identified during the preliminary stages of planning.

The City Manager stated that it was identified, and that the minutes he received from staff clearly indicate that it was discussed early in the pre-construction stages of the project. It was also clearly stated that this part of the project has to be completed before they could move on to the other stages of the project.

The City Attorney noted that to protect the city's interest, there are particular procedures they would need to follow to ensure they maintain their federal funding for the project, which is approximately \$1.4 million. There are also ongoing issues that required the involvement of the city's attorneys to make sure they proceed through the proper channels just in case the contractor is unable to finish the work.

Next, Councilmember Ramswell announced that the Destin High School has been blessed during the Week of Blessings last week, and that the community Blessings of the Marketplace took place at the high school. She also announced that Destin High School was the beneficiary of all donations received last week. She thanked everyone for their involvement in the event.

Councilmember Ramswell requests that a follow up be conducted to her previous request. She pointed out that different elements (mineral, metals) that are currently being tested are not the same as those that have been tested in the past. Past findings were so concerning there was actually a moratorium on building slips and any sorts of development along the harbor. She asked staff to search for an answer to the following questions:

- A comparison between what elements were tested back in 1999, what elements were tested in 2009, and what elements are being tested today. What is actually included in the water quality study being conducted periodically?
- What is the difference in terms of the elements? Why those elements tested in the past are no longer being tested?

C. Councilmember Destin

Councilmember Destin announced that the speed bump staff has installed on Calhoun Avenue has been quite effective in slowing traffic at that location. He also stated they need to seriously consider placing a speed bump on either side of the park.

D. Councilmember Hebert

- E. Councilmember King
- F. Councilmember Schmidt
- G. Mayor Gary Jarvis
- H. Land Use Attorney
- I. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:30 PM.

ATTEST:

Gary Jarvis, Mayor

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2021

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Lance Johnson, City Manager
Krystal Strickland, Finance Director

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: June 29, 2021

SUBJECT: Approval of Contract with 3TP Ventures, Inc., for Mobility Plan, Including Fee Schedule and Scope of Work

I. BACKGROUND:

At the March 1, 2021 City Council meeting, the City Council unanimously voted to replace transportation concurrency (Multi-Modal Transportation District aka MMTD) and associated Impact Fee Program with a Mobility Fee-Based plan. **At this time, staff is seeking approval of a contract with 3TP Ventures, Inc., a consulting firm that will work with its subcontractors and City staff to prepare the mobility plan. The proposed contractual budget is approximately \$273,527.00 (Two-Hundred and Seventy-Three Thousand, Five-Hundred and Twenty-Seven Dollars and No Cents).**

Pursuant to this directive of the City Council, the City is taking steps to ensure the proper maintenance of transportation network capacity over the long term, identify needed transportation improvements, and establish an up-to-date mobility fee. This work requires a number of steps including the following:

1. A carrying capacity study
2. A full update and documentation of the City's Transportation Plans
3. An assessment of the role of land use in generating transportation demand
4. Mobility fee calculations tied to planned improvements.

The outcome of the initiative will be to have a transportation strategy for the City that implements the Comprehensive Plan, supports current development decisions, mitigates the impact of new development, and promotes efficient, safe and convenient mobility options

for Destin's residents, workers and visitors. The following major deliverables will be created for this project:

- Transportation Trends and Conditions Report
- Destin Mobility Plan
- Mobility Fee Study Report
- Mobility Fee Users Guide

The work requires a number of specialized skills to include multimodal transportation planning, traffic engineering, land use planning, and market analysis and forecasting. Staff recommends approval of the Contract with 3TP Ventures, Inc., to complete this work. 3TP Ventures Inc., has put together a consulting team that includes subcontracting out certain portions of the work, including traffic engineering and spatial analysis, GIS and mapping. The contractual obligations pursuant to this Contract are between the City and 3TP Ventures, Inc., only. However, for informational purposes, the names of subcontracting firms and their cost shares are included with this staff report.

II. DISCUSSION:

1. Parameters of Council's Direction were:

Keep Benefits of MMTD:

Consistent with the **Comprehensive Plan Policy 2-1.3.1: Reduce Automobile Mobility**. The MMTD shall emphasize the reduction of automobile mobility and vehicle miles traveled per person, in addition to the reduction of greenhouse gas emissions, while promoting accessibility by all modes through redevelopment of the built environment through improvement of cycling, pedestrian, and transit networks. The following are examples of benefits:

a. Multi-Modal level of service (LOS) scores since 2005 have improved for bicyclist and pedestrians

b. Multimodal facility constructed between 2005-17 (Biennial MMTD Monitoring Reports (2007-17))

Sidewalks – 11.6 miles

Bicycle lanes – 6.36 miles

Multiuse trails – 16.4 miles

c. Multimodal improvements programed in the Capital Improvement Program (CIP) for expenditure from 2009 to 2015 totaled \$13,199,770. (Multimodal Regulations Audit 2015)

d. Transportation Corridor Management Plan

-Mattie Kelly Boulevard

* North extension complete

* South extension – ROW dedicated and partial construction underway with

The Charles development

-98 Palms Boulevard

* Portion of the ROW dedicated with the Vintage Destin development.

-Sunchase Boulevard (future road north of the Airport)

* Alignment through the Indian Bayou West DO currently under review.

-Four mid-block signalized pedestrian crosswalks were constructed on Highway 98 in 2016.

e. Community Parking Status

-Marler Street Parking Lot completed in 2013

-Zerbe Street Parking Lot improvements needed

-Regulations for in-lieu parking fees established in the LDC but have not been taken advantage of yet.

Address Challenges of MMTD:

Many of the on-site requirements designed to promote pedestrian, bicycle, and transit use were not implemented due to:

a. Multimodal Transportation Currency Evaluation Certificate (CEC) flexible point scoring system based on the project location, size, and traffic impact allows developers to pick and choose what design elements would be provided (up to 2018).

b. De minimis thresholds that exempt many expansion/redevelopment projects from providing any MMTD design requirements. (e.g. outdoor dining not factored in parking calculation.)

c. Multimodal impact fee was adopted at roughly 30% of amount required to fund projects to offset impacts from new development.
(Multimodal Regulations Audit (2015))

d. Impact and mitigation fees collected from development projects completed from 2009 to 2015 totaled \$225,828.99 – only 2% of programmed improvements.
(Multimodal Regulations Audit (2015))

e. Transit ridership on routes serving Destin decreased by 41% from 2007-2017.
(Biennial MMTD Monitoring Reports (2007-17))

2. Mobility Plan and Fee

Plan: It is a plan that provides a blueprint for the City to proactively prioritize multimodal projects to meet the growth, travel and mobility needs of the City in a manner that is consistent with the Future Land Use Element of the City's Comprehensive Plan.

- Mobility Plan will include maps that show the location of future multimodal

improvements and tables that describe and prioritize multimodal projects in the City.

- Mobility Plans are also required by Florida Statutes 163.3180(5) to serve as a basis for the development mobility fee.

Fee: A mobility fee is a one-time fee paid by a developer to mitigate the impact of the City's transportation system and fund the multimodal projects adopted as part of the mobility plan.

3. Policy Parameters of the Plan required by State Statutes

The City of Destin has already adopted four of the six policies outlined in the legislation. These include:

- **Provide long-term strategies to facilitate development patterns that support multimodal solutions, including urban design, and appropriate land use mixes, including intensity and density. Currently implemented through Comp Plan Policy 2-1.3.5.**
- **Adopt areawide level of service not dependent on any single road segment function. Currently implemented through Comp Plan Policy 2-1.2.3.**
- **Assigning secondary priority to vehicle mobility and primary priority to ensuring a safe, comfortable, and attractive pedestrian environment, with convenient interconnection to transit. Currently implemented through Comp Plan Policy 2-1.1.12.**
- **Establish multimodal level of service standards that rely primarily on nonvehicular modes of transportation where existing or planned community design will provide adequate level of mobility. Currently implemented through Comp Plan Policy 2-1.2.2.**

The other two policies listed in the legislation relate to exempting or discounting fees for locally desired development, such as development in urban areas, redevelopment, job creation, and mixed uses on the transportation system. The current impact fees were adopted, in 2008, at discounted rates citywide to encourage continued development and have never been updated.

4. Scope of Work for the Mobility Plan and Fee Development

a. Carrying Capacity Study

- Existing transportation conditions
- Population and Employment Forecast from future development/redevelopment
- Future transportation
- Key findings and data to be utilized in the development of Plan and Fee

b. Mobility Plan

- Develop multimodal transportation network
- Identify multimodal improvements

- Develop mobility plan project needs list with costs
- Identify and prioritize multimodal projects by type and location

c. Mobility Fee

- Review alternative mobility fee structures and revenue resources
- Identify assessment areas to benefits districts
- Identify land uses to:
 - Encourage
 - Uses with the most impact
- Calculate mobility fee
 - Fee (=) additional transportation demand from development (x) cost of the transportation improvements to mitigate the development impact.
- Prepare Mobility Fee schedule

5. Public Participation Process

- Public hearings by City Council, Local Planning Agency (LPA), Public Works & Safety Committee, Parks & Recreation, Town Center CRA and Harbor CRA
- Public Workshops

Breakdown of Proposed Costs:

This project will be completed on a lump sum basis with three lump sum payments.

Fees by Phase and Total Project Cost:

Phase 1 professional services:	\$92,615
Phase 2 professional services:	\$74,663
<u>Phase 3</u> professional services:	<u>\$85,113</u>
Traffic counts and parking utilization:	\$21,136
Total Contract Amount:	\$273,527

Fees and Hours by Firm:

Fees and Hours by Firm are included for informational purposes only. 3TP Ventures is contractually obligated to the City for all deliverables and will be the entity receiving payment from the City.

3TP Ventures:	\$141,643
PSG:	\$47,372
Roark Engineering:	\$63,376
Peggy Malone & Assoc.:	\$21,136

Total professional services contract
\$273,527

Hours by Firm:

3TP Ventures:	1,520
PSG:	536
<u>Roark Engineering:</u>	<u>382</u>
Total hours by firm:	2,438 (not inclusive of Peggy Malone Traffic Counts)

A. Link to Strategic Goals / Objectives: 3A. Implement a Multimodal Plan and Fee Schedule

B. Effect on Budget (EOB): The scope of work and fee proposal from our primary community development continuing services contractor (3TP Ventures) is \$273,527.00. This item will require an internal budget transfer of \$264,956 of general fund dollars. The internal budget transfer is attached to this agenda item.

	FY2021 BUDGET
0151531-531000	
Com Dev-Professional Svcs	\$ 162,700
FY21 Revised Budget	262,700
Internal Transfer	264,956
Previous Expenses/Encumbrances	(254,129)
Available Program Budget	273,527
This Agreement +(-)	(273,527)
FY21 Remaining Program Budget	\$ 0

C. Level of Service (LOS): Improve multimodal infrastructures in the City.

III. CONCLUSION: Staff recommends that the City Council approve the attached Contract for preparation of Mobility Plan, with a contractual budget not to exceed \$252,391.

IV. RECOMMENDED MOTION: I move that the City Council approve the proposed Contract with 3TP.

Attachments:

1. 3TP_Addendum_6
2. Addendum6_AttachmentA
3. MobilitySchedule_Attachment A
Continued
4. May 8 2018 Contract
5. Mobility Plan SOW and Fee Approval
CC 6.21.21
6. Peggy Malone Traffic Count Price
Quote
7. Impact Fee Internal Budget Txfr

**AGREEMENT TO FURNISH PROFESSIONAL PLANNING SERVICES TO THE
CITY OF DESTIN**

ADDENDUM #6

This **ADDENDUM** made to the Principal Agreement dated May 8, 2018 (hereinafter referred to as “**AGREEMENT**”) is made and entered into on this 7th day of July, 2021 between the City of Destin (hereinafter referred to as " **CITY**"), 4200 Indian Bayou Trail, Destin, Florida 32541, and 3TP Ventures, Inc. (hereinafter referred to as "**CONSULTANT** "), 2460 Sedgefield Drive, Chapel Hill, NC 27514.

RECITALS:

WHEREAS, CITY has retained the CONSULTANT to furnish professional planning services to the City; and

WHEREAS, the CONSULTANT has agreed to provide professional planning services to the CITY upon the terms and conditions of the Principal Agreement; and

WHEREAS, the AGREEMENT allows for task order assignments to be issued on an as-needed basis for transportation planning and mobility fee development subject to the parameters set forth herein; and

WHEREAS, as a result of the aforementioned mutual understanding, the CITY desires to amend the AGREEMENT per this ADDENDUM.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in the Principal Agreement, and subject to availability of funding, the CITY agrees to retain the CONSULTANT and the CONSULTANT agrees to perform work upon the following terms and conditions:

ARTICLE 1 – SCOPE OF SERVICES AND COMPENSATION

The CONSULTANT will satisfactorily perform the services as described in **Attachment ‘A’** - Scope of Services, attached hereto and fully incorporated herein by this reference.

As consideration for satisfactory provision of the services in Attachment ‘A’, the CITY shall pay the CONSULTANT an amount not to exceed \$273,527.00 (Two-Hundred and Seventy-Three Thousand, Five-Hundred and Twenty-Seven Dollars and No Cents), invoiced in monthly installments based on the percentage of work completed for the preceding month.

The CONSULTANT is solely responsible for payment to any and all of CONSULTANT’S subcontractors.

ARTICLE 2 – PERIOD OF PERFORMANCE

The period of performance for this ADDENDUM shall be through January 31, 2023. Time is of the essence.

Terms and Conditions of Principal Agreement. All terms and conditions of the Principal Agreement dated May 8, 2018 remain in full force and effect, except to the extent of conflict with this Addendum 6.

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

CONSULTANT:

CITY:

Alan Steinbeck, President
3TP Ventures, Inc.

Lance Johnson, City Manager
(Signature)

(Date)

(Date)

(Witness to Signature)

Rey Bailey, City Clerk
(Attest to Signature)

(Printed Name)

SCOPE OF WORK

DESTIN MOBILITY PLAN AND MOBILITY FEE STUDY

Overview

The City of Destin is taking steps to ensure the proper maintenance of transportation network capacity over the long term, identify needed transportation improvements, and establish an up-to-date mobility fee. This work requires a number of steps to include a carrying capacity study, a full update and documentation of the City's mobility plans, an assessment of the role of land use in generating transportation demand, and mobility fee calculations tied to planned improvements. The outcome of the initiative will be to have a transportation strategy for the City that implements the Comprehensive Plan, supports current development decisions, mitigates the impact of new development, and promotes efficient, safe and convenient mobility options for Destin's residents, workers and visitors. The following major deliverables will be created for this project:

- Transportation Trends and Conditions Report
- Destin Mobility Plan
- Mobility Fee Study Report
- Mobility Fee Users Guide

The work requires a number of specialized skills to include multimodal transportation planning, traffic engineering, land use planning, and market analysis and forecasting. The City has retained the services of 3TP Ventures, Inc., to complete this work. 3TP Ventures Inc., has put together a consulting team that includes subcontracting out certain portions of the work, including traffic engineering and spatial analysis, GIS and mapping. The contractual obligations pursuant to this Contract are between the City and 3TP Ventures, Inc., only.

The following tasks will be undertaken to complete the work.

Phase 1 Carrying Capacity Study

The carrying capacity study will generate key findings and data that will be used to inform the mobility plan and mobility fee development. The tasks of this initial phase will meet the Comprehensive Plan requirements for transportation system monitoring while setting the stage for identifying gaps in the transportation network and possible solutions.

The following tasks will be completed as a part of the carrying capacity study.

Task 1A Existing Transportation Conditions Analysis and Reporting

This task will update and/or replace the following:

- Annual Transportation Concurrency Analysis (ATCA) – last update 2018
- Biennial Multi-modal Transportation District (MMTD) Monitoring Report – last update 2017
- Harbor District Parking Study – last update 2016

The following tasks will be completed:

- Traffic counts will be taken at previously established locations throughout the City.
- The current status of automobile counts, capacity and recent trends will be documented for the current year using the Annual Transportation Concurrency Analysis methodology and reporting format.
- Multimodal level of service, including (bicycle, pedestrian, and transit), will be assessed and documented for the current year using the Biennial MMTD Monitoring Report methodology and reporting format.
- Parking counts and an existing parking space inventory will be taken for the facilities in the Harbor District.
- A Harbor District Parking Study will be created to assess capacity, utilization, future demand, and potential locations for new, improved or expanded parking facilities, including mobility hubs.

Deliverables: Transportation Trends and Conditions Report with ATCA and MMTD monitoring data; Harbor District Parking Study Report; Presentation materials summarizing findings.

Task 1B Population and Employment Forecasts

The population and employment forecasts are an important element in modeling future demand on the transportation network. This task includes creating a forecast of population and dwelling units by unit type as well as employment forecasts by classification for the horizon year for the project then allocating that forecast to specific parcels. Forecasted future development/redevelopment patterns will be based on adopted Future Land Use (FLU) from the Comprehensive Plan and Property Appraiser data, which identifies vacant parcels and includes information that can be used to account for underutilized property and assess redevelopment potential. This task will build on previous work completed by the Consultant on behalf of the City.

Deliverables: Documentation of forecast assumptions and outcomes for inclusion in Mobility Plan and Mobility Fee Report; Presentation materials summarizing findings.

Task 1C Future Transportation System Conditions Analysis

The future transportation conditions analysis establishes a baseline for understanding utility of the existing plus planned transportation system to meet the long term transportation demand of Destin. The Consultant will use the City's traffic simulation model and other tools to demonstrate automobile capacity issues in the network, multimodal level of service, and public parking demand associated with future development. The impacts will be assessed on the adopted planned transportation network as outlined in the following:

- Destin Comprehensive Plan Maps 2-1 and 2-2;
- Destin Pathways Master Plan; and
- Okaloosa-Walton Long Range Transportation Plan (LRTP).

The review and evaluation of the planned future improvements will be the first step in identifying unfunded, planned or otherwise yet-to-be constructed improvements that can be included in the Mobility Plan.

Deliverables: Documentation of analysis assumptions and outcomes for inclusion in Destin Mobility Plan and Mobility Fee Study Report; Presentation materials summarizing findings.

Phase 1 Fee

Professional services:	\$92,615
Traffic counts and parking utilization estimate:	\$20,000

Phase 2 Mobility Plan

The Consultant will develop a Mobility Plan to address how the City will address transportation capacity issues, create a complete and connected multimodal network, and expand public parking into the future. The plan will include a project needs list with planning level costs. Transportation projects will be prioritized based on need, utility of the improvements, and spatial equity of investment throughout the city. Based on priority and availability of funds, projects will be put within a master schedule of improvements the City will implement over time. The Plan will include content from Phase 1 of the project as well as project descriptions and maps.

The Mobility Plan work will evaluate and demonstrate the link between growth and development, increased transportation demand, and strains put on the transportation system as a result. The work will allow the City to understand the tradeoffs between development intensity and density as a function of Future Land Use and development rights and the level of investment needed for associated transportation network and capacity improvements. Building on the policy emphasis that has existed for many years, the Mobility Plan recommendations will strive to optimize the efficiency of the transportation network and promote choices in how trips are made in and to Destin.

The following tasks will be completed as a part of the Mobility Plan.

Task 2A Revise Future Land Use

The Consultant will use the Transportation Trends and Conditions Report findings to develop and vet the business as usual land use scenario based on Future Land Use and one alternative scenario based on identified potential land use changes that could result in improved efficiency of the transportation system. Both scenarios will align with the community vision as well as seek to balance demand and capacity.

Based on the evaluation vetting of the scenarios, the Consultant will identify changes to FLU to reduce development potential in areas where community preservation is desired and direct development to areas appropriate for growth. The recommendations will promote strategies to reduce trip length or travel demand, including, but not limited to, mixed use development, redevelopment and reinvestment, pedestrian/transit oriented development, and mobility hubs to promote transitions between modes. The alternative scenario will be refined and prepared for further analysis against the future transportation network and recommended improvements.

Deliverables: Documentation of analysis assumptions and outcomes for inclusion in Destin Mobility Plan.

Task 2B Identify Network Improvement Needs

Network improvement needs will be based on work completed in Phase 1 as well as full identification and vetting of potential improvements that would serve to add capacity or other types of transportation utility to the system. This work updates and replaces the following:

- Transportation Corridor Management Plan Map; and
- Pathways Master Plan – last update 2009.

The Consultant will identify changes to the list of adopted transportation network improvements. After confirming the feasibility and desirability of existing projects, the Consultant will recommend additional

mobility projects to adequately address deficiencies. Mobility projects can include many types of improvements, programs and services such as sidewalks, paths, trails, autonomous transit vehicles, signal modification/ITS, car, bike and scooter share programs, ride-hailing services, and mobility hubs. Transportation recommendations will receive a full vetting and test for feasibility prior to moving into the analysis work for this task.

The Consultant will combine the alternative land use scenario with the draft list of transportation recommendations. This information will be used to generate a traffic simulation model and model run to assess and measure the collective and road segment based benefits of the improvements in light of future development outcomes. After the initial results, the transportation network improvements and the alternative land use will be refined and another model run will be completed.

To complement the model results, the Consultant will define, apply and present a series of evaluation criteria that demonstrate the benefits and risks of advancing specific transportation projects. Projects with fatal flaws, limited benefits or low benefit to cost factors will be considered for elimination. The evaluation will help further refine project prioritization but will also identify the final remaining gaps where additional recommendations might need to be identified (e.g. a certain area of the city is not well served or facilities for a certain mode of transportation are limited in places).

Deliverables: Draft and Final Destin Mobility Plan documents. Summary presentation materials. Evaluation summaries for the benefit of project stakeholders.

Phase 2 Fee

Professional services: \$74,663

Phase 3 Mobility Fee Study Report

The Consultant will prepare a Mobility Fee Study Report that constitutes the rational and legal basis for the establishment and calculation of mobility fees by district. This effort will replace the Transportation Impact Fee study, which was last updated in 2009. As the projects in the last Impact Fee Study have largely been completed, the Mobility Plan and Mobility Fee Study Report will create a new set of improvements and policy regime that will serve the City for the next decade and beyond. The Mobility Fee Study Report will be a separate document that includes the work from the following tasks.

Task 3A Define Mobility Fee Structure

The Consultant will work with the City to consider alternative mobility fee structures. This includes:

- Reviewing existing revenue sources;
- Identifying assessment areas and benefit districts to ensure that revenues collected are associated with district improvements;
- Identifying land uses in fee schedule and their relative impacts; and
- Ensuring fees are roughly proportional to the multimodal transportation impact of new development and redevelopment.

Deliverables: Documentation of evaluation of alternatives for inclusion in the Mobility Fee Study Report.

Task 3B Mobility Fee Calculations

The Consultant will calculate travel demand for each land use in the mobility fee schedule for each assessment area. The following calculation will apply:

- Mobility Fee = (Additional transportation demand from development) x
(Cost of transportation improvements to mitigate development demands)

The Consultant will prepare a draft and final mobility fee schedule by land use and by district. The work will include tables, maps and other materials to define the districts and fee structure.

Deliverables: Documentation of fee calculations for inclusion in the Mobility Fee Study Report.

Task 3C Mobility Fee Report and Users Guide

The Consultant will prepare a users guide that will assist staff and those calculating mobility fees for specific projects to navigate the applicability of fees, assumptions required, fee structure and the processes for administering the mobility fee program. This guide will address administrative determinations that need to be made on a regular basis, including procedures for applicants conducting a mobility fee study for projects where the applicant and City are unable to reach an agreement on the land use classification. The Mobility Fee Users Guide will be created as a separately bound document.

Deliverables: Mobility Fee Study Report with documentation of fee structure, projects included, fee calculation methodology, fee districts, other sources of funds, fee calculations, and fee schedules. Documentation of guide as an appendix to the Mobility Fee Study Report.

Phase 3 Fee

Professional services: \$85,113

Fee and Hours Summary

This project will be completed on a lump sum basis, with three lump sum payments.

Fees by Phase and Total Project Cost

Phase 1 professional services:	\$92,615
Phase 2 professional services:	\$74,663
<u>Phase 3 professional services:</u>	<u>\$85,113</u>
Total professional services contract:	\$252,391

Estimated traffic counts and parking utilization: \$21,136

CITY OF DESTIN MOBILITY PLAN AND MOBILITY FEE STUDY

Project Schedule

		Month																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	Carrying Capacity Study																		
1A	Existing Transportation Conditions Analysis and Reporting																		
	Traffic counts																		
	Auto capacity and recent trends																		
	Multimodal level of service																		
	Harbor District parking space inventory																		
	Harbor District Parking Study update																		
1B	Population and Employment Forecasts																		
1C	Future Transportation System Conditions Analysis																		
2	Mobility Plan																		
2A	Revise Future Land Use																		
2B	Identify Network Improvement Needs																		
2C	Mobility Plan																		
3	Mobility Fee Study Report																		
3A	Define Mobility Fee Structure																		
3B	Mobility Fee Calculations																		
3C	Mobility Fee Report and Users Guide																		

1.0 ****City Staff responsibilities may effect the current schedule (policy development, Comprehensive Plan Amendments, etc.)**

**AGREEMENT TO FURNISH PROFESSIONAL PLANNING SERVICES
TO THE CITY OF DESTIN**

This AGREEMENT made on the 8th day of May, 2018, (“**AGREEMENT**”) between the City of Destin, a Florida municipal corporation, (hereinafter referred to as “**CITY**”), located at 4200 Indian Bayou Trail, Destin, Florida 32541, and 3TP Ventures, Inc., a North Carolina corporation authorized to do business within the State of Florida (hereinafter referred to as “**CONSULTANT**”), located at 2460 Sedgefield Drive, Chapel Hill, North Carolina 27514.

RECITALS:

WHEREAS, the CITY desires to retain the CONSULTANT to furnish certain professional planning services presented herein in connection with the provision of municipal development order review and other planning processes; and

WHEREAS, the CONSULTANT, having examined the scope of the services required and, expressed its desire and willingness to provide such services, and presented its qualifications to the CITY in support of its expressed desires; and

WHEREAS, as a result of the aforementioned mutual understanding, the CITY desires to enter into this Agreement with the CONSULTANT; and

WHEREAS, the CONSULTANT has agreed to provide professional planning services to the CITY upon the terms and conditions hereinafter set forth; and

WHEREAS, it is intended that funds will be provided in the CITY’s budget as needed to pay the costs of the services involved.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and subject to availability of funding, the CITY agrees to retain the CONSULTANT and the CONSULTANT agrees to perform all work as described herein, and upon the following terms and conditions:

ARTICLE 1 – SCOPE OF WORK

A. SERVICES

The parties agree that the CONSULTANTS's primary responsibility under this contract is to provide consulting and professional planning services in connection with the CITY's development order review process. The CONSULTANT will act as the CITY's representative for select reviews as assigned by the CITY on an as-needed basis. The CONSULTANT will organize, review, and document all assignments during the review process. The CONSULTANT will be the point of contact for each assigned application and will provide a schedule of milestones and meetings needed to complete the review steps within the required parameters of the CITY. The CONSULTANT will also prepare, document and deliver comments to applicants on the substantive nature of the reviews. The CONSULTANT will work with each applicant to identify measures to comply with the CITY's Land Development Code prior to recommending issuance by the CITY of the development order for each project. For each assigned review, the CONSULTANT will anticipate needing to schedule, attend, and document the CITY's Technical Review Team meetings. The CONSULTANT will meet as necessary with CITY staff to review progress on the services delivered under this Agreement. On a periodic basis defined by the CITY, the CONSULTANT will meet with the CITY to discuss improvements to the process used to schedule, track and document development order reviews. Services associated with the development order review process are authorized under this Agreement and do not require a negotiated Addendum to proceed.

On an as-needed basis, the CITY may assign specific planning projects and/or studies to the CONSULTANT through an Addendum to this Agreement. These include:

1. Land Development Code maintenance: including the review, study, and proposed modification of LDC sections.
2. Comprehensive Plan support: including data collection; analysis and preparation of map and text amendments to the Comprehensive Plan; preparation of Evaluation and Appraisal Reports (EAR); organizing and leading community engagement activities for Comprehensive Plan updates and amendments; conducting planning studies supporting the Comprehensive Plan.
3. Transportation planning services: conducting multimodal transportation studies; supporting the development or review of existing transportation related fees including, but not limited to, a transportation impact fee or mobility fee; review and preparation of comments on traffic studies submitted with site development applications.
4. Data collection and analysis: including providing collection, research, reporting and presentation of data and analytical findings

to support planning processes, economic and community development, grants, finance, and project/program delivery.

ARTICLE 2 – COMPENSATION

A. FEES

As consideration for providing the services enumerated in Article 1, the CITY shall pay the CONSULTANT based on one of the following as requested by the CITY:

1. Standard Hourly Rate Method - Wherein the CITY shall pay the CONSULTANT the agreed upon hourly rates, included and attached hereto as Exhibit “A”, for time actually engaged on the work covered by this Agreement. The CONSULTANT will not charge the CITY for travel time up to 2.0 hours per day when engaged in work covered by this Agreement.
2. Lump Sum Method – Wherein the CITY shall pay the CONSULTANT an agreed upon amount for the provision of services and deliverables, based on the rates in Exhibit “A”. Work will be authorized through Addenda to this contract.

The CONSULTANT shall not charge the CITY for scoping and negotiating services or renewal/maintenance of this contract.

The parties agree that the rates set forth in Exhibit A to this Agreement are locked in through April 30, 2019. Exhibit “A” may be updated annually to take effect on May 1 of each contract year, beginning in 2019. The updated rates will be based on reasonable adjustments relative to increases in cost of living. The CONSULTANT and CITY shall prepare an Addendum by March 31 of each contract year for the purpose of updating Exhibit “A”.

B. REIMBURSABLE EXPENSES

The CONSULTANT’s out-of-pocket and direct project expenses including, but not limited to, local travel and postage charges will be charged to CITY based on the schedule of reimbursable costs shown in Exhibit “A”. The cost of CONSULTANT’s assigned local staff traveling to and from the City will not be reimbursed by the CITY.

ARTICLE 3 – TERMS OF PAYMENT

A. MONTHLY INVOICES

The CONSULTANT shall submit invoices once each month to the CITY for the services performed and the expenses and other charges accounted for under this Agreement during the preceding month.

B. PAYMENT OF EXPENSES

Payments on account of expenses shall be made within thirty (30) days of receipt of invoice.

ARTICLE 4 – TERMS OF PERFORMANCE

It is further mutually agreed by the parties hereto that:

A. STARTING AND CONDUCTING WORK

The CONSULTANT will not begin work on any of the services listed in Article 1 until authorized to proceed by the CITY via electronic communication. The CONSULTANT will assign a Project Manager to serve as the primary point of contact for the professional services performed under this Agreement and any work assigned through Addenda.

B. PERIOD OF PERFORMANCE

The period of performance ends on April 30, 2020. The CITY has the option of up to three (3) one year renewal periods after the initial period of performance. These renewals can be initiated through a letter form contract extension or as an Addendum. This Agreement will remain in effect for the period of performance of tasks assigned through an Addendum.

C. TERMINATION

The CITY or the CONSULTANT may terminate this Agreement for any reason by giving at least thirty (30) days written notice to the other party of their intent to terminate. In the event the Agreement is terminated by the CITY for reasons unrelated to the quality of work provided by the CONSULTANT, the CITY shall forthwith pay the CONSULTANT in full for all work previously authorized and actually performed prior to the Notice of Termination. This payment shall be the sole financial obligation or responsibility of the CITY for compensation hereunder in the event of termination in accordance with the provisions of this paragraph. This

Agreement shall continue in effect until a Notice of Termination is given by either party as set forth above. Upon termination, at the CITY's request, the CONSULTANT shall turn over to the CITY all deliverables completed or partially completed up to the date of termination.

ARTICLE 5 – CITY'S RESPONSIBILITIES

A. AVAILABLE INFORMATION

Assist the CONSULTANT by placing at their disposal all pertinent available information including submittals and data relevant to the CONSULTANT's services.

B. EXAMINE WORK OF THE CONSULTANT

Examine all documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

C. COSTS

Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 6 – INSURANCE

A. CONSULTANT'S INSURANCE

The CONSULTANT shall maintain, at its own expense, during the life of the Agreement, such insurance as shall protect it and any subcontractor(s) performing work under this Agreement, from claims for damages from bodily injury, including death, or property damage, which may arise from operations under this Agreement. The CONSULTANT shall also provide the CITY with a certificate of insurance. The CONSULTANT shall furnish a Certificate of Insurance verifying the existence of any insurance coverage required by this Agreement. The Certificate will name the CITY as an additional insured and will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage. Minimum Scope and Limits of Insurance shall be as follows:

Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury and property damage.

Professional Liability: \$1,000,000 limit each claim and \$2,000,000 yearly aggregate of claims.

Auto Liability: \$1,000,000 combined single limit per occurrence and \$1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.

Workers Compensation: Workers' Compensation Insurance as required by the State of Florida. Employer's Liability to include \$1,000,000 limit per occurrence, \$1,000,000 annual aggregate for disease and \$1,000,000 limit for disease of an individual employee.

ARTICLE 7 – REMEDIES

A. CLAIMS, COUNTERCLAIMS, DISPUTES, ETC.

All claims, counterclaims, disputes, and other matters in question between the CONSULTANT and the CITY will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, such disputes will be decided by a court of competent jurisdiction convened in the State of Florida.

B. GOVERNING LAWS AND VENUE

The agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Venue for any disputes under this contract shall be in Okaloosa County.

ARTICLE 8 – MISCELLANEOUS

A. VALIDITY, SEVERABILITY AND REFORMATION

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. HEADINGS

The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. PUBLIC RECORDS

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK AT (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, RBAILY@CITYOFDESTIN.COM. Specifically CONSULTANT must:

i. Upon request from the City's Custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

ii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract and following completion of the contract if CONSULTANT does not transfer the records to the City.

iii. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of CONSULTANT or keep and maintain public records required by the City to perform the service. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

D. ENTIRE AGREEMENT

This Agreement, including the exhibits hereto constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, and understandings, either written or oral.

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

CONSULTANT:

CITY:


(Signature)

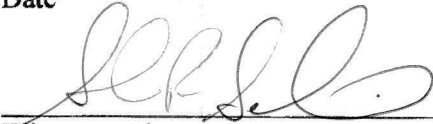

(Signature)

ALAN K. STEINBECK, PRESIDENT
(Printed Name and Title)

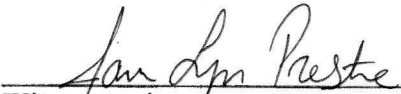
Carisse LeJeune
(Printed Name & Title)

05/08/18
Date

May 8, 2018
Date


Witness to signature:


Attest to Signature:


Witness to signature:


City Clerk

SEAL

EXHIBIT "A"

PROFESSIONAL RATES

Alan Steinbeck	President	\$87.60
Tim Whaler	Project Manager	\$79.52
Support Staff	Senior Planner	\$72.42
Support Staff	Planner/Administrative	\$63.90

REIMBURSABLE EXPENSES

Expense Item	Amount	Unit
Mileage	\$0.545	per mile ¹
Color copies	\$0	not charged
B/W copies	\$0	not charged
Overnight delivery	\$30.00	per delivery
Air fare	\$325.00	estimated per trip
Rental car	\$50.00	estimated per day
Rental car fuel	at cost	for contract-related travel
Hotel	\$120.00	estimated per night
Meals	\$64.00	per diem

¹ Local mileage for day trips is not reimbursable under the contract.



3TPVE-1

OP ID: DC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/06/2018

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

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

PRODUCER WESTER INSURANCE AGENCY 1020 S.GARNETT STREET P.O.BOX 769 HENDERSON, NC 27536-769 W David Carver		252-438-8165		CONTACT W David Carver NAME: PHONE (A/C, No, Ext): 252-438-8165 FAX (A/C, No): 252-438-6640 E-MAIL ADDRESS: david@westerinsurance.com	
INSURED 3TP Ventures, Inc. Alan Steinbeck 2460 Sedgefield Dr. Chapel Hill, NC 27514				INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Ins INSURER B: Hartford Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	
				NAIC # 22357	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		PPP1553011	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PPP1553011	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
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	22WBCAB3AXT	03/02/2018	03/02/2019	☒ 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
A	PROFESSIONAL			PPP1553011	02/01/2018	02/01/2019	Ea. Claim \$ 1,000,000 Aggregate \$ 2,000,000

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

City of Destin is an additional insured with respect to General Liability as required in a written contract.

CERTIFICATE HOLDER

CANCELLATION

CITYDE1 City Of Destin Building Division 4200 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 W. David Carver

MOBILITY PLAN AND FEE DISCUSSION





City Council Meeting

March 1, 2021

The motion to replace transportation concurrency (MMTD) with a Mobility Fee-Based Plan passed 7-0.

Keep the Benefits of MMTD

BENEFITS of the MMTD:

Consistent with the ***Comprehensive Plan Policy 2-1.3.1: Reduce Automobile Mobility. The MMTD shall emphasize the reduction of automobile mobility and vehicle miles traveled per person, in addition to the reduction of greenhouse gas emissions, while promoting accessibility by all modes through redevelopment of the built environment through improvement of cycling, pedestrian, and transit networks.*** The following are examples of benefits:

- a. Multi-Modal level of service (LOS) scores since 2005 have improved for bicyclist and pedestrians**
- b. Multimodal facility constructed between 2005-17**
(Biennial MMTD Monitoring Reports (2007-17))
 - Sidewalks** – 11.6 miles
 - Bicycle lanes** – 6.36 miles
 - Multiuse trails** – 16.4 miles
- c. Multimodal improvements programed in the Capital Improvement Program (CIP) for expenditure from 2009 to 15 totaled \$13,199,770.**
(Multimodal Regulations Audit (2015))
- d. Transportation Corridor Management Plan**
 - **Mattie Kelly Boulevard**
 - North extension complete
 - South extension – ROW dedicated and partial construction underway with The Charles development
 - **98 Palms Boulevard**
 - Portion of the ROW dedicated with the Vintage Destin development.
 - **Sunchase Boulevard** (future road north of the Airport)
 - Alignment through the Indian Bayou West DO currently under review.
 - **Four mid-block signalized pedestrian crosswalks were constructed on Highway 98 in 2016**
- e. Community parking status:**
 - Marler Street Parking Lot completed in 2013
 - Zerbe Street Parking Lot improvements needed
 - Regulations for in-lieu parking fees established in the LDC but have not been taken advantage of yet.

Address Challenges of MMTD

CHALLENGES of the MMTD:

Many of the on-site requirements designed to promote pedestrian, bicycle, and transit use were not implemented due to:

- a. Multimodal Transportation Currency Evaluation Certificate (CEC) flexible point scoring system based on the project location, size, and traffic impact allows developers to pick and choose what design elements would be provided (up to 2018).
- b. De minimis thresholds that exempt many expansion/redevelopment projects from providing any MMTD design requirements.
- c. Multimodal impact fee was adopted at roughly 30% of amount required to fund projects to offset impacts from new development. *Multimodal Regulations Audit (2015)*
- d. Impact and mitigation fees collected from development projects completed from 2009 to 2015 totaled \$225,828.99 – only 2% of programed improvements. *(Multimodal Regulations Audit (2015))*
- e. Transit ridership on routes serving Destin decreased by 41% from 2007-2017. *(Biennial MMTD Monitoring Reports (2007-17))*

Why Mobility Plan and Fees?

Plan

It is a plan that provides a blueprint for the City to proactively prioritize multimodal projects to meet the growth, travel and mobility needs of the City in a manner that is consistent with the Future Land Use Element of the City's Comprehensive Plan.

- Mobility Plan will include maps that show the location of future multimodal improvements and tables that describe and prioritize multimodal projects in the City.
- Mobility Plans are also required by Florida Statutes 163.3180(5) to serve as a basis for the development mobility fee.

Fee

A mobility fee is a one-time fee paid by a developer to mitigate the impact of the City's transportation system and fund the multimodal projects adopted as part of the mobility plan.

Applicable State Statues Requirements



The City of Destin has already adopted four of the six policies outlined in the legislation (Comprehensive Plan).

These include:

- **Provide long-term strategies to facilitate development patterns** that support multimodal solutions, including urban design, and appropriate land use mixes, including intensity and density. Currently implemented through **Comp Plan Policy 2-1.3.5.**
- **Adopt areawide level of service not dependent on any single road segment function.** Currently implemented through **Comp Plan Policy 2-1.2.3.**
- **Assigning secondary priority to vehicle mobility** and primary priority to ensuring a safe, comfortable, and attractive pedestrian environment, with convenient interconnection to transit. Currently implemented through **Comp Plan Policy 2-1.1.12.**
- **Establish multimodal level of service standards** that rely primarily on nonvehicular modes of transportation where existing or planned community design will provide adequate level of mobility. Currently implemented through **Comp Plan Policy 2-1.2.2.**

The other two policies listed in the legislation relate to **exempting or discounting fees for locally desired development**, such as development in urban areas, redevelopment, job creation, and mixed uses on the transportation system. The current impact fees were adopted, in 2008, at discounted rates citywide to encourage continued development and have never been updated.

Scope of Work

Scope of Work for the Mobility Plan and Fee Development

a. Carrying Capacity Study

- - Existing transportation conditions
- - Population and Employment Forecast from future development/redevelopment.
- - Future transportation
- - Key findings and data to be utilized in the development of Plan and Fee.

b. Mobility Plan

- - Develop multimodal transportation network
- - Identify multimodal improvements
- - Develop mobility plan project needs list with costs.
- - Identify and prioritize multimodal projects by type and location.

c. Mobility Fee

- - Review alternative mobility fee structures and revenue resources
- - Identify assessment areas to benefits districts
- - Identify land uses to:
 - Encourage
 - Uses with the most impact
- - Calculate mobility fee
- - Fee (=) additional transportation demand from development (x) cost of the transportation improvements to mitigate the development impact.
- - Prepare Mobility Fee schedule

Public Participation Process

- Public Hearings/ Public Workshops:
 - City Council
 - Local Planning Agency (LPA)
 - Public Works & Safety Committee
 - Parks & Recreation
 - Town Center CRA
 - Harbor CRA
 - Public Workshops

Any
1.1
Questions



DBE Certified in: FL, GA, and VA

PRICE QUOTE

Quote # : Q21-305 Revised 6-23-21
 Date: June 21, 2021
 Expiration Date: December 21, 2021
 Client: 3 TP Ventures
 Contact: Alan Steinbeck
 E-mail: alan@3tpventures.com
 State: FL

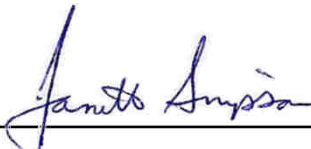
Client Phone # 919-636-2834

Job Description:

Destin Annual Counts, 2021

Contract: n/a

Type of count	Unit Price	# Units	Total
Turning Movements			
4 Hour Turning Movement, 1 Person	\$433.00	2	\$866.00
4 Hour Turning Movement, 2 Person	\$471.00	15	\$7,065.00
Pedestrian Crossing Counts			
4 Hour Turning Movement, 1 Person	\$433.00	5	\$2,165.00
Bidirectional Volume Hose Counts			
24 Hour Bidirectional Volume, 2 directions	\$195.00	27	\$5,265.00
72 Hour Bidirectional Volume, 2 direction	\$385.00	15	\$5,775.00
GRAND TOTAL			\$21,136.00
Contingency Counts			
4 Hour Turning Movement, 1 Person	\$433.00	2	\$866.00
4 Hour Turning Movement, 2 Person	\$471.00	2	\$942.00
24 Hour Bidirectional Volume, 2 directions	\$195.00	4	\$780.00
72 Hour Bidirectional Volume, 2 direction	\$385.00	2	\$770.00
Additional Counts if needed			\$3,358.00


 Janette Simpson, Project Manager
 js

6/21/2021

Date

Important Notice: Pricing valid for quantities shown until expiration date.

CITY OF DESTIN Internal Budget Transfer Form

Fiscal Year	2021	Short Description	Impact Fee Study	Entity Code	1
Period	10	Effective Date	7/6/2021	Amendment Type*	1
Ref 1	BUA	Budget Year Code	1	Budget Projection Inclusion	One Time
Ref 2	ADJ				

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)Increase (D)Decrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
0151531 COMMUNITY DEV	531000 PROFESSIONAL SVCS		3TP Impact Fee Study	I	\$ 264,956.00	\$ 8,571.12	\$ 273,527.12
0158188 INTERFUND TXFRS	581305 TXFRS OUT		3TP Impact Fee Study	D	\$ 264,956.00	\$ 2,655,982.42	\$ 2,391,026.42
305300 INTERFUND TXFRS	381305 TXFRS IN		3TP Impact Fee Study	D	\$ 264,956.00	\$ 2,655,982.42	\$ 2,391,026.42
30558500 GF PROJECTS	531001 PROFESSIONAL SVCS	CRH65 HARBOR CAPACITY STUDY	3TP Impact Fee Study	D	\$ 75,000.00	\$ 75,000.00	\$ -
30558500 GF PROJECTS	581305 TXFRS OUT	CM001 BEACH ACQUISITION	3TP Impact Fee Study	D	\$ 189,956.00	\$ 1,877,508.36	\$ 1,687,552.36
						\$ -	\$ -

Note
INTERNAL TRANSFER FOR 3TP IMPACT FEE STUDY
(Mobility Fees and Traffic Study)

Created by: _____ Date: _____
Entered by: _____
Approved by: _____

FOR 2021 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01 GENERAL FUND							
0151531 COMMUNITY DEVELOPMENT							
01 -51-515-31-00-512000-		REGULAR SALARIES					
	403,291	403,291	177,425.48	.00	.00	225,865.41	44.0%
01 -51-515-31-00-514000-		OVERTIME PAY					
	115	115	840.89	.00	.00	-725.89	731.2%*
01 -51-515-31-00-521000-		FICA TAXES					
	5,849	5,849	2,293.59	.00	.00	3,555.80	39.2%
01 -51-515-31-00-522000-		RETIREMENT CONTRIBUTIONS					
	50,426	50,426	15,604.82	.00	.00	34,820.92	30.9%
01 -51-515-31-00-523000-		LIFE/HEALTH INSURANCE					
	122,453	122,453	34,669.52	.00	.00	87,783.34	28.3%
X 01 -51-515-31-00-531000-		PROFESSIONAL SERVICES					
	162,700	262,700	48,508.49	.00	205,620.39	8,571.12	96.7%
01 -51-515-31-00-531001-		HARBOR DISTRICT IMPRV/DESIGN					
	425,000	0	.00	.00	.00		.0%
01 -51-515-31-00-534000-		CONTRACT SERVICES					
	43,300	43,300	.00	.00	.00	43,300.00	.0%
01 -51-515-31-00-540000-		TRAVEL/PER DIEM					
	5,200	5,200	.00	.00	.00	5,200.00	.0%
01 -51-515-31-00-546000-		REPAIRS AND MAINTENANCE					
	200	200	10.92	.00	.00	189.08	5.5%
01 -51-515-31-00-547000-		PRINTING AND BINDING					
	2,100	2,100	4,452.19	.00	.00	-2,352.19	212.0%*
01 -51-515-31-00-551000-		OFFICE SUPPLIES					
	5,200	5,200	3,147.98	.00	.00	2,052.02	60.5%
01 -51-515-31-00-552000-		OPERATING SUPPLIES					
	22,000	22,000	1,745.08	.00	.00	20,254.92	7.9%
01 -51-515-31-00-554000-		BOOKS, SUBS, MEMBERSHIPS					
	2,600	2,600	1,405.95	.00	.00	1,194.05	54.1%
01 -51-515-31-00-555000-		TRAINING					
	6,900	6,900	75.00	.00	.00	6,825.00	1.1%
TOTAL COMMUNITY DEVELOPMENT	1,257,334	932,334	290,179.91	.00	205,620.39	436,533.58	53.2%
TOTAL GENERAL FUND	1,257,334	932,334	290,179.91	.00	205,620.39	436,533.58	53.2%
TOTAL EXPENSES	1,257,334	932,334	290,179.91	.00	205,620.39	436,533.58	
GRAND TOTAL	1,257,334	932,334	290,179.91	.00	205,620.39	436,533.58	53.2%

** END OF REPORT - Generated by Krystal Strickland **

8,571.12
+ 264,956.00
\$273,527.12
for 3TP
Impact Fee Study

FOR 2021 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
305 CIP - REIMBURSEMENT GRANTS							
30558500 GF CIP PROJECTS							
CM001 BEACH ACQUISITION							
305 -58-585-00-00-565000-CM001	2,000,000	1,877,508	.00	.00	.00	1,877,508.36	.0%
CONSTRUCTION IN PROGRESS							
CRH63 HERITAGE PARK & PLAZA							
305 -58-585-00-00-565000-CRH63	0	1,540	1,540.00	.00	.00	.00	100.0%
CONSTRUCTION IN PROGRESS							
CRH65 HARBOR AND BAY CAPACITY							
305 -58-585-00-00-531001-CRH65	0	325,000	.00	.00	.00	325,000.00	.0%
PROFESSIONAL SVCS							
EN626 MAIN ST @ KELLY ST CROSSWLK/SIGNAGE							
305 -58-585-00-00-565000-EN626	0	20,271	20,271.12	.00	.00	.00	100.0%
CONSTRUCTION IN PROGRESS							
LB001 SELF-CHECK OUT AND TABLET STATION							
305 -58-585-00-00-5650-00-LB001	76,200	928	.00	.00	.00	928.00	.0%
CONSTRUCTION IN PROGRESS							
RC125 BUCK DESTIN RESTROOMS							
305 -58-585-00-00-565000-RC125	95,000	95,000	.00	.00	.00	95,000.00	.0%
CONSTRUCTION IN PROGRESS							
SALLY HURRICANE SALLY							
305 -58-585-00-00-565000-SALLY	0	119,760	53,406.82	.00	17,867.31	48,486.30	59.5%
CONSTRUCTION IN PROGRESS							

189,956
75,000
264,956 Needed

D 189,956-
↑
This purchase delayed to
next fiscal year

Army Corps
Harbor Capacity
Study
Waiting on signed
Agreement
2250,000
75,000 Available
D 75,000

FOR 2021 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01 GENERAL FUND							

0158188 INTERFUND TRANSFERS							

01 -58-581-88-00-581005-		TRANSFER OUT TO INFRA R&R GT#1					
	480,558	480,558	337,384.85	.00	.00	143,173.15	70.2%
01 -58-581-88-00-581125-		TRANSFER OUT TO CD TECH FUND					
	120,459	120,459	111,122.57	.00	.00	9,336.43	92.2%
01 -58-581-88-00-581213-		TRANSFER OUT FOR 213 DEBT SERV					
	555,913	555,913	370,697.92	.00	.00	185,215.08	66.7%
01 -58-581-88-00-581221-		TXFR TO 2021 DEBT SVC					
	0	364,669	221,803.89	.00	.00	142,865.11	60.8%
01 -58-581-88-00-581300-		TRANSFER OUT TO FACILITIES R&R					
	2,000,000	2,064,000	2,064,000.00	.00	.00	.00	100.0%
01 -58-581-88-00-581305-		TXFR OUT TO 305					
	2,345,928	2,676,254	20,271.12	.00	.00	2,655,982.42	.8%
01 -58-581-88-00-581321-		TXFR OKA 1/2 PENNY					
	1,065,819	1,065,819	933,032.92	.00	.00	132,786.08	87.5%
01 -58-581-88-00-581501-		TXFR POLICE IMPACT FEES					
	500	500	.00	.00	.00	500.00	.0%
01 -58-581-88-00-581502-		TXFR NPEB					
	500	500	.00	.00	.00	500.00	.0%
01 -58-581-88-00-581503-		TXFR ROAD/TRAFFIC IMPACT					
	30,000	30,000	.00	.00	.00	30,000.00	.0%
01 -58-581-88-00-581504-		TXFR LIBRARY IMPACT FEES					
	3,000	3,000	.00	.00	.00	3,000.00	.0%
01 -58-581-88-00-581505-		TXFR PARK IMPACT FEES					
	10,000	10,000	.00	.00	.00	10,000.00	.0%
01 -58-581-88-00-581509-		TXFR GAX TAX#2					
	215,737	215,737	146,445.83	.00	.00	69,291.17	67.9%
CM001 BEACH ACQUISITION							

01 -58-581-88-00-581325-CM001		TDC CAPITAL PROJECT GRANT					
	6,254,000	6,254,000	3,968,215.89	.00	.00	2,285,784.11	63.5%
CRH63 HERITAGE PARK & PLAZA							

01 -58-581-88-00-581323-CRH63		TXFR RESTORE PARK GRANT					
	1,216,530	1,216,530	.00	.00	.00	1,216,530.00	.0%

D 243820
Don't txfr out to
GF Capital Projects

FOR 2021 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

305 CIP - REIMBURSEMENT GRANTS							

305300 REVENUE							

305 -30-000-00-00-381305-		TXFR TO 305					
	-2,345,928	-2,676,254	-20,271.12	.00	.00	-2,655,982.42	.8%*
305 -30-000-00-00-381321-		TXFR OKA 1/2 PENNY					
	-1,065,819	0	.00	.00	.00	.00	.0%
305 -30-000-00-00-381325-		TXFR TDC BEACH ACQUISITION					
	-6,254,000	0	.00	.00	.00	.00	.0%
305 -30-000-00-00-381326-		TXFR CD TECH FUND					
	-120,459	0	.00	.00	.00	.00	.0%

CM001 BEACH ACQUISITION							

305 -30-000-00-00-381305-CM001		TXFR TO 305					
	0	-6,254,000	-3,968,215.89	.00	.00	-2,285,784.11	63.5%*

CRH63 HERITAGE PARK & PLAZA							

305 -30-000-00-00-381323-CRH63		TXFR RESTORE PARK					
	-1,216,530	-1,216,530	.00	.00	.00	-1,216,530.00	.0%*

EN615 CORRIDOR MGMT PLAN SEC II							

305 -30-000-00-00-381305-EN615		TXFR TO 305					
	0	-2,700,000	.00	.00	.00	-2,700,000.00	.0%*

FM637 FEMA 4399-637 SEAWALL CTP							

305 -30-000-00-00-381324-FM637		FEMA CTP SEAWALL					
	-73,452	-73,452	.00	.00	.00	-73,452.00	.0%*

LB001 SELF-CHECK OUT AND TABLET STATION							

305 -30-000-00-00-381305-LB001		TXFR TO 305					
	0	-75,272	-17,369.40	.00	.00	-57,902.60	23.1%*

D 243,820

Decrease GF \$ transfers In

SCOPE OF WORK

DESTIN MOBILITY PLAN AND MOBILITY FEE STUDY

Overview

The City of Destin is taking steps to ensure the proper maintenance of transportation network capacity over the long term, identify needed transportation improvements, and establish an up-to-date mobility fee. This work requires a number of steps to include a carrying capacity study, a full update and documentation of the City's mobility plans, an assessment of the role of land use in generating transportation demand, and mobility fee calculations tied to planned improvements. The outcome of the initiative will be to have a transportation strategy for the City that implements the Comprehensive Plan, supports current development decisions, mitigates the impact of new development, and promotes efficient, safe and convenient mobility options for Destin's residents, workers and visitors. The following major deliverables will be created for this project:

- Transportation Trends and Conditions Report
- Destin Mobility Plan
- Mobility Fee Study Report
- Mobility Fee Users Guide

The work requires a number of specialized skills to include multimodal transportation planning, traffic engineering, land use planning, and market analysis and forecasting. The City has retained the services of a team of professionals to complete this work. This consulting team (the Consultant) is comprised of 3TP Ventures, which will lead the transportation planning and land use elements, Roark Engineering, which will be responsible for traffic engineering and identifying roadway capacity improvements, and PSG, which will be responsible for spatial analysis, GIS and mapping.

The following tasks will be undertaken to complete the work.

Phase 1 Carrying Capacity Study

The carrying capacity study will generate key findings and data that will be used to inform the mobility plan and mobility fee development. The tasks of this initial phase will meet the Comprehensive Plan requirements for transportation system monitoring while setting the stage for identifying gaps in the transportation network and possible solutions.

The following tasks will be completed as a part of the carrying capacity study.

Task 1A Existing Transportation Conditions Analysis and Reporting

This task will update and/or replace the following:

- Annual Transportation Concurrency Analysis (ATCA) – last update 2018
- Biennial Multi-modal Transportation District (MMTD) Monitoring Report – last update 2017
- Harbor District Parking Study – last update 2016

Phase 1 Fee

Professional services:	\$92,615
Traffic counts and parking utilization estimate:	\$20,000

Phase 2 Mobility Plan

The Consultant will develop a Mobility Plan to address how the City will address transportation capacity issues, create a complete and connected multimodal network, and expand public parking into the future. The plan will include a project needs list with planning level costs. Transportation projects will be prioritized based on need, utility of the improvements, and spatial equity of investment throughout the city. Based on priority and availability of funds, projects will be put within a master schedule of improvements the City will implement over time. The Plan will include content from Phase 1 of the project as well as project descriptions and maps.

The Mobility Plan work will evaluate and demonstrate the link between growth and development, increased transportation demand, and strains put on the transportation system as a result. The work will allow the City to understand the tradeoffs between development intensity and density as a function of Future Land Use and development rights and the level of investment needed for associated transportation network and capacity improvements. Building on the policy emphasis that has existed for many years, the Mobility Plan recommendations will strive to optimize the efficiency of the transportation network and promote choices in how trips are made in and to Destin.

The following tasks will be completed as a part of the Mobility Plan.

Task 2A Revise Future Land Use

The Consultant will use the Transportation Trends and Conditions Report findings to develop and vet the business as usual land use scenario based on Future Land Use and one alternative scenario based on identified potential land use changes that could result in improved efficiency of the transportation system. Both scenarios will align with the community vision as well as seek to balance demand and capacity.

Based on the evaluation vetting of the scenarios, the Consultant will identify changes to FLU to reduce development potential in areas where community preservation is desired and direct development to areas appropriate for growth. The recommendations will promote strategies to reduce trip length or travel demand, including, but not limited to, mixed use development, redevelopment and reinvestment, pedestrian/transit oriented development, and mobility hubs to promote transitions between modes. The alternative scenario will be refined and prepared for further analysis against the future transportation network and recommended improvements.

Deliverables: Documentation of analysis assumptions and outcomes for inclusion in Destin Mobility Plan.

Task 2B Identify Network Improvement Needs

Network improvement needs will be based on work completed in Phase 1 as well as full identification and vetting of potential improvements that would serve to add capacity or other types of transportation utility to the system. This work updates and replaces the following:

- Transportation Corridor Management Plan Map; and
- Pathways Master Plan – last update 2009.

The Consultant will identify changes to the list of adopted transportation network improvements. After confirming the feasibility and desirability of existing projects, the Consultant will recommend additional

- Mobility Fee = (Additional transportation demand from development) x
(Cost of transportation improvements to mitigate development demands)

The Consultant will prepare a draft and final mobility fee schedule by land use and by district. The work will include tables, maps and other materials to define the districts and fee structure.

Deliverables: Documentation of fee calculations for inclusion in the Mobility Fee Study Report.

Task 3C Mobility Fee Report and Users Guide

The Consultant will prepare a users guide that will assist staff and those calculating mobility fees for specific projects to navigate the applicability of fees, assumptions required, fee structure and the processes for administering the mobility fee program. This guide will address administrative determinations that need to be made on a regular basis, including procedures for applicants conducting a mobility fee study for projects where the applicant and City are unable to reach an agreement on the land use classification. The Mobility Fee Users Guide will be created as a separately bound document.

Deliverables: Mobility Fee Study Report with documentation of fee structure, projects included, fee calculation methodology, fee districts, other sources of funds, fee calculations, and fee schedules. Documentation of guide as an appendix to the Mobility Fee Study Report.

Phase 3 Fee

Professional services: \$85,113

Fee and Hours Summary

This project will be completed on a lump sum basis.

Fees by Phase and Total Project Cost

Phase 1 professional services:	\$92,615
Phase 2 professional services:	\$74,663
<u>Phase 3 professional services:</u>	<u>\$85,113</u>
Total professional services contract:	\$252,391

Estimated traffic counts and parking utilization: \$20,000

Fees by Firm

3TP Ventures:	\$141,643
PSG:	\$47,372
<u>Roark Engineering:</u>	<u>\$63,376</u>
Total professional services contract	\$252,391

Hours by Firm

3TP Ventures:	1,520
PSG:	536
<u>Roark Engineering:</u>	<u>382</u>
Total	2,438

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2021

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Kimberly Kopp, Land Use Attorney

FROM: Kyle Bauman, City Attorney

DATE: June 30, 2021

SUBJECT: Approval of Resolution 21-07 - Determining the necessity to acquire certain property for public use

I. BACKGROUND: This parcel represents the last parcel to be acquired in Phase 1 of the City's beach acquisition initiative.

II. DISCUSSION: The City in partnership with Okaloosa County and the Trust for Public Land, Inc., has undertaken a project known as the Crystal Beach Recreational Facility (the "Project"). The Project consists of the acquisition of three parcels of beach front property located in Crystal Beach for purposes of providing public access to the Gulf and beach recreational facilities. The two outer parcels were acquired by the City in late 2020 using a share of funds from the City and the County's Tourist Development Tax Dollars. The only remaining parcel to be acquired is the middle parcel located at 2968 Scenic Highway 98, Destin, Florida (Folio Number 00-2S-22-0584-0000-0020) owned by Gemini Capital Acquisitions III, LLC.

Because the outer parcels have been acquired, it is now a necessity to acquire the middle parcel to begin the design and construction phase of the Project. City and County staff remain optimistic that they will be able to successfully negotiate the acquisition of this parcel without the need for judicial proceedings. The attached Resolution of Necessity is the first step in an eminent domain or condemnation proceeding. Once the Resolution of Necessity is adopted, the City staff and attorneys would be able to send the property owner a good faith offer for the appraised value of the property. Based on the appraisal obtained by the County, the good faith offer would be for \$5,363,350.00. This acquisition would be funded with a 59% commitment from the County and 41% commitment from the City in accordance with the previously entered into Interlocal Agreement.

The Resolution of Necessity sets forth further details as to the need for the property in accordance with the law. Adopting this Resolution of Necessity does not necessarily mean that condemnation via eminent domain will take place. However, it is a prerequisite to bringing such action should negotiations reach an impasse. The Resolution of Necessity will afford City staff and the attorneys flexibility necessary to manage the acquisition process.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Adoption of this Resolution will allow the City to proceed forward with completion of the Project.

IV. RECOMMENDED MOTION: I move to adopt Resolution 21-07.

OR

Take no action.

Attachments:

1. Resolution 21-07 -- Authorizing Acquisition of Certain Property
2. Exhibit A -- Survey 2968 Scenic Highway 98 East Destin FL 32541
3. Exhibit A continued -- legal description
4. Appraisal - 2968 Scenic Hwy 98 East Destin FL 32541
5. Interlocal County and City -- RE Phase 1 of Public Beach Acquisition Project -fully executed

RESOLUTION 21-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA DETERMINING AND FINDING THE NECESSITY TO ACQUIRE CERTAIN PROPERTY FOR THE PUBLIC USE AND PUBLIC RECREATIONAL FACILITIES AND RECREATIONAL USES IN THE CITY OF DESTIN, FLORIDA; AUTHORIZING THE USE OF EMINENT DOMAIN PROCEEDINGS AS PERMITTED UNDER FLORIDA LAW TO ACQUIRE SUCH PROPERTY; AUTHORIZING AND DIRECTING THE CITY ATTORNEY TO INSTITUTE EMINENT DOMAIN PROCEEDINGS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, The City of Destin, Florida (the “City”) is a Florida municipal corporation and political subdivision of the State of Florida and is authorized to construct and maintain public recreational uses and facilities, and is vested by law pursuant to Chapters 73, 74, 166, Florida Statutes, to acquire fee simple interest in privately owned lands which are necessary for public use; and

WHEREAS, the City’s home rule powers and other applicable law including, but not necessarily limited to Chapter 166, Florida Statutes, grant authority to the City to provide for recreational uses within the City’s municipal limits; and

WHEREAS, the City’s City Council (the “Council”) desires to provide ample public recreational uses and facilities for the benefit of its citizens; and

WHEREAS, the City in conjunction with Okaloosa County (the “County”) has established a project known as the Crystal Beach Recreational Facilities (the “Project”) for purposes of creating more public recreational facilities within the Crystal Beach Area; and

WHEREAS, as part of the Project, the City, with assistance of the Trust for Public Land, Inc., has acquired two parcels of property which has been partially funded by the County and partially funded by the City (Folio Ids: 00-25-22-0584-0000-0010 and 00-2S-22-0584-0000-0030) within the Crystal Beach Area for construction and establishment of recreational facilities and uses; and

WHEREAS, the parcels acquired by the City are not adjacent to each other, as there is a parcel in between the two parcels, and there is an immediate need to acquire the parcel in between the two previously purchased parcels to be able to construct and establish recreational facilities and uses; and

WHEREAS, it is necessary, beneficial, and desirable to have adequate recreational uses in the County and City available for the use and enjoyment by the residents and visitors of the City and County; and

WHEREAS, additional land is necessary for the completion of the Project and is within the City's municipal limits; and

WHEREAS, the property the City intends to acquire, by virtue of this Resolution, will be used for recreational uses as part of the Project; and

WHEREAS, the County and City have caused the area of construction of the Project to be identified, and has caused signed and sealed legal description and sketch for the property hereinabove described to be prepared, based upon and incorporating existing location data; and

WHEREAS, the legal description and survey of the property necessary to be acquired for the construction of the Project are attached hereto as Exhibit "A" and incorporated herein and such sufficiently describe and identify the property and interests reasonably necessary to be acquired from property owners for the public purpose of constructing the Project (this property shall heretofore be referred to as the "Property"); and

WHEREAS, the Council desires to utilize the provisions of Florida law, to the fullest extent possible, to accomplish the public purpose of acquiring the necessary parcel of real property at a price that is fair and reasonable; and

WHEREAS, the City and its Council has determined that it is necessary to acquire or utilize the Property within the Project area for to further the Project's purposes; and

WHEREAS, the County's Board of County Commissioners has adopted Resolution 21-103, supporting City's pursuit of this Property through voluntary acquisition or the powers of eminent domain; and

WHEREAS, the City and its Council has sought to acquire the Property by purchase from the owner without the necessity of instituting eminent domain proceedings; and

WHEREAS, the owner of said property has been or may be unwilling or unable to sell the Property required by the City for the Project; and

WHEREAS, The Council has determined that the actions taken herein are consistent with the goals, policies, and objectives of the City; and

WHEREAS, all of the conditions precedent to instituting eminent domain have been satisfied or will be prior to the filing of the requisite petitions.

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

Section 1. That each of the above Recitals set forth above are adopted as the findings of the Council and are hereby incorporated into this Resolution as if set forth in their entirety.

Section 2. The City, through the City Attorney and City Land Use Attorney's office, shall be authorized to institute eminent domain proceedings to acquire the necessary interest in the Property as it is more particularly described in Exhibit "A."

Section 3. The Council having considered the safety of the public, the cost of acquiring the parcel, the location, long term planning and environmental factors in acquiring and utilizing the Property specifically finds that the acquisition of the Property is reasonably necessary for parks, playgrounds, recreational centers, or other types of recreational purposes. Further the Council finds that it is in the best interest of the citizens of the City and the public generally, for the City to acquire the Property for the creation of recreational uses within that area of the City.

Section 4. The City Attorney and City Land Use Attorney's office are hereby authorized to institute a suit or suits in the name of the City and fully exercise the City's power of eminent domain for the purpose of acquiring the Property to the extent of the estate or interest set forth as a part of the parcel's description and is further authorized to do all things necessary to prosecute such suit or suits to final judgment by settlement or adjudication. However, no court actions to acquire the Property will be instituted until the expiration of any notice period to landowners required pursuant to applicable Florida Statutes. The City Attorney is authorized and directed to utilize and assert any and all constitutional and statutory authority of the City and the Council relative to the acquisition of the subject parcels including, but not necessarily limited to, the provisions of Chapters 73, 74, and 166, Florida Statutes.

Section 5. This Resolution shall become effective immediately upon adoption.

DULY ADOPTED this _____ day of July, 2021.

**CITY COUNCIL OF THE CITY OF
DESTIN, FLORIDA**

By: _____
Gary Jarvis, Mayor

ATTEST:

**APPROVED AS TO FORM FOR THE
CITY OF DESTIN, ONLY:**

By: _____
Rey Bailey, Clerk

Kyle S. Bauman, City Attorney

(100' RIGHT-OF-WAY)



ZONES AS INDICATED IN SURVEY.

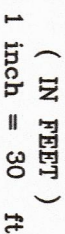
LEGAL DESCRIPTION:

THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

ITEM 15 = NOT SURVEY RE

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	CHORD
C1	13718.02	071°21"	69.24	\$86.50'43"E - 68.23
C2	13718.02	071°16"	68.93	\$86.53'24"E - 68.91
C3	13718.02	071°17"	68.99	\$86.16'09"E - 68.99

OKALOOSA COUNTY, FLORIDA



LEGEND

LEGEND	
PM = FOUND	LS = LAND SURVEYOR NUMBER
PM-F = FOUND IRON PIPE	CS = CROWN SURVEY NUMBER
PM-F = FOUND WASTE MTL	CO = CORP. OF ENGINEERS
PM-F = FOUND IRON ROD	MW = MEAN HIGH WATER LINE
PM-F = FOUND IRON PIPE	POB = POINT OF BEGINNING
PM-F = FOUND IRON PIPE 1.0000	POL = POINT ON LINE
TP = TYPICAL	PC = POINT OF CURVATURE
BLV = BELL VALVE	PP = POINT OF PIVOT
CL = CULVERT	RS = RADIUS OF TURNING CURVE
CL = OVERFLOW	RSB = BUILDING SETBACK LINE
CL = OVERFLOW	RC = RESUME COORDINATES
UNLESS OTHERWISE NOTED ALL IRON RODS ARE 1/2" DIAMETER	
BASIS OF BEARINGS	
(P) FOR (PLAT) / (PLATTED) (D) OR (DEED) / (DESCRIPTION) (M) MEAN HIGH WATER OR (BOOK) / (BOOK BEGINS BOX) PGP = PERMANENT CONTROL POINT PGP = PERMANENT CONTROL POINT PGP = PERMANENT REFERENCE MONUMENT NAD = NORTH AMERICAN DATUM NAD = NATIONAL GEODETIC VERTICAL DATUM DOT = DEPARTMENT OF TRANSPORTATION DEP = DEPARTMENT OF ENVIRONMENTAL PROTECTION	

SCALE 1"=30' SURVEY DATE 09/30/2022

PURPOSE	MORTGAGE

PANHANDLE ASSOCIATES INC.

PANTHANDLE ASSOCIATES INC

EXHIBIT "A" CONTINUED

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 STREET ADDRESS

00-2S-22-0584-0000-0020

Appraisal Report

Crystal Beach Park Whole Acquisition - A Report
Gemini Capital Acquisitions III, LLC

2968 Scenic Highway 98 East
Destin, Florida
Okaloosa County



As of

May 24, 2021

Prepared for

City of Destin and Okaloosa County Board of County Commissioners
1250 North Eglin Parkway
Shalimar, Florida 32579

Prepared By

Shannon Ross Deal, MAI
Deal Consulting, P.A.
925 Falling Waters Road
Chipley, Florida 32428

Certification

Road Scenic Highway 98 East
County Okaloosa
Parcel Number Crystal Beach Park Parcel

I certify to the best of my knowledge and belief, 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, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. 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. My compensation 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.
6. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also inspected documents and public information/data of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification.
9. I understand that this appraisal is to be used in connection with the acquisition of right-of-way for a facility to be constructed by Okaloosa County/City of Destin.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of Okaloosa County and I will not do so until so authorized by County officials, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of the clients without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional organization, are described on an addendum to this certificate, and by reference, are made a part hereof.

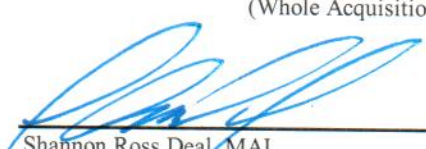
Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part acquired, including net severance damages after special benefits, if any, of the property appraised as of May 24, 2021, is:
\$5,363,350.

Market Value	
Total	\$5,363,350

Land Area 0.444 Acres, or 19,320 Square Feet
(Whole Acquisition)

June 4, 2021

Date


Shannon Ross Deal, MAI
State-Certified General Real Estate Appraiser RZ2529

Addendum to the Certification

1. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
2. As of the date of this report, Shannon Ross Deal, MAI, has completed the requirements of the continuing education program as required by the Florida Department of Business and Professional Regulation (Department of Real Estate).
3. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice.
4. As of the date of value of this report, Shannon Ross Deal, MAI, has completed the continuing education program of the Appraisal Institute.
5. Michael K. Gay, State-Certified General Real Estate Appraiser RZ2530, provided significant professional assistance to the person signing this report. However, all analyses and conclusions are my own.

June 4, 2021
Date



Shannon Ross Deal, MAI
State-Certified General Real Estate Appraiser RZ2529

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REPORTING REQUIREMENT 115:
QUALIFYING AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that 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 noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and land use regulations have been complied with, unless a non-conformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government 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 use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

This appraisal report has been made with the following general limiting conditions:

1. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. 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 properly written qualification and only in its entirety.
3. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
5. The forecasts, projections, or operating estimates contained herein are based on market conditions as of the date of value, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to change with future conditions.
6. The Americans with Disabilities Act (ADA) became effective January 29, 1992. The appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of the ADA was not considered in estimating the value of the property.

7. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed in this report is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

EXTRAORDINARY ASSUMPTION & HYPOTHETICAL CONDITION DEFINITION & DISCUSSION

Extraordinary Assumptions

An extraordinary assumption is defined in the *Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition, Page 4*, as follows:

... 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.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property, such as market conditions or trends; or the integrity of data used in an analysis.

It is my understanding that no title work will be provided to the appraiser. Therefore, I will employ an extraordinary assumption that the subject is under 100% fee simple estate ownership and there are no title issues that could affect market value.

Since I was not given any right-of-way maps, my estimation of the subject land size was based on the Okaloosa County GIS Mapping website <http://webgis.myokaloosa.com>. Thus, this report is based on the extraordinary assumption that this method is accurate in regard to property dimensions and size.

The subject is a single-family residence that is currently used as a seasonal rental property. The client asked me not to do an on-site inspection of the property. For this reason, only an exterior inspection of the property from public land was completed. The subject is advertised on the Southern Vacation Rentals website via the following link: <https://southernresorts.com/vacation-rentals/destin-fl/already-there>. From this website I was able to view photographs of the subject interior and portions of the exterior (i.e. upper deck, balconies, etc). Thus, I am making an extraordinary assumption that the photos shown from this website is representative of the current subject interior condition.

I was unable to perform an exterior building measurement. However, the building measurements and size estimate used in this report were obtained from a previous appraisal of the property conducted by Walter H. Humphrey of Humphrey and Associates, Inc. Mr. Humphrey's report was completed for the City of Destin on February 19, 2019. In this report I am making an extraordinary assumption that Mr. Humphrey is correct with respect to its estimate of building measurements and size.

I am also making an extraordinary assumption that the movable furniture items (tables, chairs, bed sets, dressers, etc.) located in the subject residence will transfer with the property once it is sold as this is typical in the market of upscale beachfront homes.

Hypothetical Conditions

Hypothetical conditions are defined in the *Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition, Page 4*, as follows:

... 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.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

There are no hypothetical conditions in this report.

REPORTING REQUIREMENT 120:
SUMMARY OF SALIENT FACTS

Street Address or Location

The subject property is located on the south side of Scenic Highway 98 approximately 100 feet south of the southerly terminus of Hutchinson Street inside the city limits of Destin, Florida. The subject property contains frontage along the Gulf of Mexico. The subject is also located approximately 0.4 miles south of U.S. Highway 98 (Emerald Coast Parkway).

Property Owner Name and Address

Gemini Capital Acquisitions III, LLC
11767 South Dixie Highway, Suite 263
Miami, Florida 33156

Extent to which the Subject was Inspected

Property Type	Improved Single-Family Residence
Extent	Exterior Inspected from Public Land
Date Inspected	May 24, 2021
Deal Consulting -	Shannon Ross Deal, MAI & Michael K. Gay
Others -	N/A

In addition to this inspection, the subject and surrounding area have been informally inspected at various times. An aerial photograph obtained from the Okaloosa County Property Appraiser's website has also been examined. Wetlands were determined by a combination of the National Wetlands Inventory maps obtained from www.mapwise.com, on-site inspections, and aerial photography. Other topographical information is based on data obtained from www.mapwise.com and <http://webgis.myokaloosa.com>. If a topographical survey indicates different elevations for the subject, the value opinion stated herein could change.

As mentioned earlier, the client requested that I not perform an on-site inspection of the property. For this reason, only an exterior inspection of the property was completed. The subject is currently advertised as a vacation rental on the Southern Vacation Rentals website via the following link: <https://southernresorts.com/vacation-rentals/destin-fl/already-there>. From this website I was able to view photographs of the subject interior and portions of the exterior (i.e. upper deck, balconies, etc). Thus, I am making an extraordinary assumption that the photos shown from this website is representative of the current subject interior condition.

Effective Date (Date of Value)

The effective date of this appraisal is May 24, 2021.

Date of Report (Date Certificate was Signed)

The date of this report is June 4, 2021.

Size of Total Ownership, Part to be Acquired, and Remainder

Parent Tract: 0.444 Acres, or 19,320 Square Feet
Part to be Acquired: 0.444 Acres, or 19,320 Square Feet
Remainder: N/A (Whole Acquisition)

Please see the Description of Property, Photographs, and Sketches Section of this report for a complete description of the pertinent physical characteristics of the subject property.

REPORTING REQUIREMENT 130:
REPORT FORMAT

This is an appraisal report in accordance with Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (consistent with the former summary appraisal report in Standards Rule 2-2(b) of USPAP). As such, it presents sufficient information to enable the client and other intended users, as identified, to understand it properly. Supporting documentation is contained in my work file and will be made available at the client's request.

REPORTING REQUIREMENT 140:
PURPOSE, INTENDED USE, CLIENT, AND INTENDED USER

The purpose of the appraisal is to develop and report an opinion of market value. The intended use of this appraisal is for establishing recommended compensation, as applicable, of the whole property, the property to be acquired, the remainder property, the damages and special benefits, if any, for acquisition by Okaloosa County/City of Destin for use in connection with a public improvement. The client and intended user of the appraisal is the Okaloosa Board of County Commissioners/City of Destin.

REPORTING REQUIREMENT 150:
MARKET VALUE DEFINITION

The following definition of market value is taken from **Florida State Road Department v. Stack, 231 So.2d 859 Fla., 1st DCA 1969** as cited in the Florida Department of Transportation's Supplemental Standards of Appraisal.

“Value” as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonably be applied.

The market value opinion in this report is in terms of cash or terms equivalent to cash. The intended user's attention should be directed to the fact that the market value estimated in this report is relevant as of the date of value. The market value estimated is also contingent on a reasonable exposure time in a competitive market. The reasonable exposure time will be estimated and defined in the following section of this report. It should be noted that any change in the date of value or exposure time identified in this report could significantly change the estimate of market value.

REPORTING REQUIREMENT 160:
PROPERTY INTEREST APPRAISED

The rights being appraised are those associated with a fee simple estate. Fee Simple Estate is defined in the Appraisal Institute's *The Appraisal of Real Estate, 14th Edition*, Page 5 as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat.

Other Property Rights/Interest Appraised Considerations:

1. It is my understanding that no title work will be provided to the appraiser. Therefore, I will employ an extraordinary assumption that the subject is under 100% fee simple estate ownership and there are no title issues that could affect market value. The appraiser is not aware if any other ownership rights exist.
2. This appraisal does not involve any real property interests previously conveyed such as, reservations, dedications or permanent easements to the public; mineral rights reserved to the state; or Trustees of the Internal Improvement Trust Fund (T.I.I.T.F.) reservations.
3. The subject property is not improved with an Outdoor Advertising (ODA) billboard.

REPORTING REQUIREMENT 175:
SCOPE OF WORK

The Scope of Work is described in the *Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition*, Page 13, as:

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.*

An appraiser must properly identify the problem to be solved in order to determine the appropriate scope of work. The appraiser must be prepared to demonstrate that the scope of work is sufficient to produce credible assignment results.

Comment: *Scope of work includes, but is not limited to:*

- *the extent to which the property is identified;*
- *the extent to which tangible property is inspected;*
- *the type and extent of data researched; and*

- *the type and extent of analyses applied to arrive at opinions or conclusions.*

Appraisers have broad flexibility and significant responsibility in determining the appropriate scope of work for an appraisal or appraisal review assignment.

Credible assignment results require support by relevant evidence and logic. The credibility of assignment results is always measured in the context of the intended use.

As is allowed by USPAP, these items are addressed in multiple sections in this report.

Type and Extent of Data Researched

Information considered relevant to the subject property with regard to the subject's physical, economic, and legal characteristics, the general subject area, the subject's highest and best use, and comparable sale data was gathered in the local markets, the Okaloosa County Property Appraiser, Clerk of Court, and Planning Department Web Sites, local Multiple Listing Services, Loopnet, and through discussions with local market participants.

As a result of analyzing this information, the appropriate approaches to value were determined. The sales comparison approach was used to value the property as improved since properties similar to the subject are generally purchased for owner occupancy. While properties like the subject may be used for seasonal rental purposes, the rental income serves more as a means to offset the cost of ownership (i.e., taxes, property ownership, property management fees, etc.) rather than for capitalizing its income producing potential. For this reason, the income approach is not as reliable as the sales comparison approach and not applicable in the subject valuation. Due to the age of the improvements, the cost approach is not applicable.

According to the Appraisal Institute's *The Dictionary of Real Estate Appraisal, 6th Edition*, the sales comparison approach is defined as:

The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.

For the improved analysis, property characteristics such as size, location, other physical attributes, and economic factors received primary focus in the selection of comparable sales used in the valuation of the subject. Each sale involved in the data collection process was confirmed with either the buyer, seller, or real estate agent involved with the transaction. Data sheets were prepared in accordance with the FDOT Supplemental Standards using information obtained through the above-mentioned market research and verification process.

The adjustments applied in this report incorporate data from the subject area and general real estate trends in the area. The conclusion as to the market value of the subject property was derived through the reconciliation of this data and information and was the basis for this appraisal.

REPORTING REQUIREMENT 180:
APPRAISAL PROBLEM

The appraisal problem involves, first, estimating the market value of the parent tract before the acquisition. The value of the part taken is then calculated, based on the before valuation. Any improvements within the take area will be valued based on their contributory value.

Since this is a whole acquisition, the part taken is equal to the before value.

The subject property is typical of the market with no unique or unusual characteristics which would make it a market outlier.

REPORTING REQUIREMENT 200:
IDENTIFICATION OF THE PROPERTY & LEGAL DESCRIPTION

The subject property is located on the south side of Scenic Highway 98 approximately 100 feet south of the southerly terminus of Hutchinson Street inside the city limits of Destin, Florida. The subject property contains frontage along the Gulf of Mexico. The subject is also located approximately 0.4 miles south of U.S. Highway 98 (Emerald Coast Parkway).

Street Address	2968 Scenic Highway 98 East Destin, FL 32541
Tax Identification Number	00-2S-22-0584-0000-0020
Official Records Location of Legal Description	Book 3313, Page 3159 of the Public Records of Okaloosa County, Florida

See the addendum for a copy of these instruments.

REPORTING REQUIREMENT 220: **DESCRIPTION OF AREA AND NEIGHBORHOOD**

Area Analysis

Okaloosa County is part of the Emerald Coast located in Florida's Northwestern Panhandle. Okaloosa County lies approximately 140 miles west of the State capitol, Tallahassee. Okaloosa County serves more than 180,000 residents. The County is governed by the Okaloosa County Board of County Commissioners. The Commission, which is the legislative branch of government, serves as the county governing board for the residents of the unincorporated areas. The county seat is Crestview.

Area Map



Located in northwest Florida, Okaloosa County is bordered by the Gulf of Mexico, Santa Rosa, and Walton counties. According to the U.S. Census Bureau, the county has a total land area of 930.25 square miles with a population density of 194.4 persons per square mile. Of the total land area, approximately 13.53% is water. The average winter temperature is 51 degrees (Fahrenheit) while the average summer temperature is 80 degrees (Fahrenheit). The average annual rainfall is 65 inches.

Okaloosa County is comprised of many municipalities: Ft. Walton Beach, Crestview, Destin, Niceville, Baker, Shalimar, Cinco Bayou, Laurel Hill and Valparaiso. Each municipality has its own government and provides city services such as water, sewer, police and zoning protection. Okaloosa County also includes various unincorporated areas. The Board of Okaloosa County Commissioners governs the unincorporated areas of Okaloosa County. Both county and city governments are of the “commission” form, with elected commissioners and appointed managers. These commissioners are elected and typically serve a four-year term. All departments not headed by an elected official, are overseen by a city manager, who is appointed by the city commission.

Interstate 10 provides direct east-west access to important regional and national markets intersecting major north-south interstates I-65, I-75 and I-95. US 90 runs parallel to the CSX

Rail Transportation System that connects users to all regions of the country. U.S. Highway 98 is a main thoroughfare running along the coast from west Alabama connecting Pensacola, Fort Walton Beach, Panama City, Port St. Joe, Apalachicola and then north to Tallahassee. Highway 20, parallel to I-10, also connects Tallahassee to central Okaloosa County.

The Okaloosa Regional Airport is located in the heart of Okaloosa County providing commercial transportation for the gulf coast at the most reasonable cost available for most destinations. Highway access to the terminal, parking and other facilities is provided by State Route 85, a north-south main thoroughfare. Okaloosa County recently concluded an expansion replacing its previous 38,100 square foot terminal with a new terminal of more than 107,000 square feet. The airport serves over 520,000 passengers each year with direct service to Atlanta, Cincinnati, Dallas, Memphis, Orlando and Tampa. The regional airport utilizes two Eglin AFB runways. One runway is 10,000 feet long and 300 feet wide; the second is 12,000 feet long and 300 feet wide. The access taxiway measures 1,600 feet long and 50 feet wide.

The Destin-Fort Walton Beach Airport is located in the City of Destin adjacent to the Destin Industrial Airpark with 81 aircraft based on the field. The Destin-Fort Walton Beach Airport is owned and operated by Okaloosa County and is a transient general aviation and local general aviation airport with a 5,000-foot runway.

The Bob Sikes Airport is located at the Okaloosa County Industrial Airpark is also owned and operated by Okaloosa County. The industrial park was built around the 8,000-foot runway to facilitate the targeted aviation related businesses. A 64,000-square-foot hanger is on location for aircraft modifications.

Okaloosa County supports three major military installations, Eglin Air Force Base, Hurlburt Field, and Duke Field. The U.S. Coast Guard operates a small unit on Okaloosa Island. The following is a brief description of each military base and their impact within the county.

- Eglin AFB is the largest military installation in the Department of Defense with 724 square miles of land area, 134,000 square miles of airspace, and more than 123,000 square miles of water ranges in the Gulf of Mexico. As of 2009, the installation contained 2,239 buildings totaling 12,105,930 square feet of building area. Eglin employs 7,928 active duty military personnel and 5,435 civilians. The Air Armament Center (AAC), belongs to the Air Force Materiel Command and is responsible for development, acquisition, testing, deployment and sustainment of all air-delivered weapons. Eglin's range supports training activities for numerous operational military units, military schools, and various federal agencies. These training activities are conducted on an individual, group, or joint operations basis. Eglin AFB supports Army and Navy units. 62 major organizations resided at Eglin. Eglin AFB occupies 463,128 acres across Okaloosa, Santa Rosa and Walton Counties.
- Duke Field is home for the 919th Special Operations Wing, the only special operations unit in the Air Force Reserve. The 919th SOW reports to the Air Force Reserve Command's Tenth Air Force in peacetime, and becomes part of AFSOC at Hurlburt Field if mobilized for conflict. Duke Field is located within the northern section of Eglin's

reservation and employs 1,200 reservists and 300 full-time civil service personnel. Duke's total economic impact in the community is estimated at \$51 million annually.

- Hurlburt Field is the headquarters of the Air Force Special Operations Command (AFSOC), the Air Force component of U.S. Special Operations Command; and the 1st Special Operations Wing, AFSOC's oldest and largest unit. AFSOC's mission is to provide Air Force special operations forces for worldwide deployment in the conduct of the War on Terrorism in order to disrupt, defeat, and destroy terrorist networks that threaten the United States, its citizens, and interests worldwide. Responsibilities are to provide aerospace surface interface, agile combat support, combat aviation advisory operations, information warfare, personnel recovery and rescue operations, precision aerospace fires, psychological operations, specialized aerospace mobility and specialized refueling to unified commands. Hurlburt Field is located in the southern portion of the Eglin reservation in Okaloosa County occupying 6,634 acres. As of 2008, the installation contained 644 buildings totaling 5,200,000 square feet of building area. Hurlburt employs 10,782 active duty military personnel and 1,316 civilians.
- The U.S. Coast Guard Station in Destin, commissioned in November 1977, is located on Choctawhatchee Bay at the east end of Okaloosa Island. Our primary missions include Search and Rescue and a wide range of law enforcement activities including Recreational and Commercial Boating Safety, Fisheries, Marine Environmental Protection, Ports, Waterways, Coastal Security and Drug Interdiction. The unit's area of responsibility extends 30 miles off-shore into the Gulf of Mexico bordered by Inlet Beach to the east and Navarre Bridge to the west. Inland the unit covers the Choctawhatchee Bay, all bayous, and the Intracoastal Waterway. The station is equipped with two 41-foot Utility Boats and two 25-foot Defender Class Response Boats. As of 2009, the installation contained 3 buildings totaling 22,000 square feet of building area. The Coast Guard employs 34 active duty military personnel, 14 auxiliary/floatilla, and 64 civilians.

See the addendum of this report for a summarized economic and demographic area analysis of Okaloosa County.

Neighborhood Description

According to the Appraisal Institute's Electronic Dictionary, a neighborhood is:

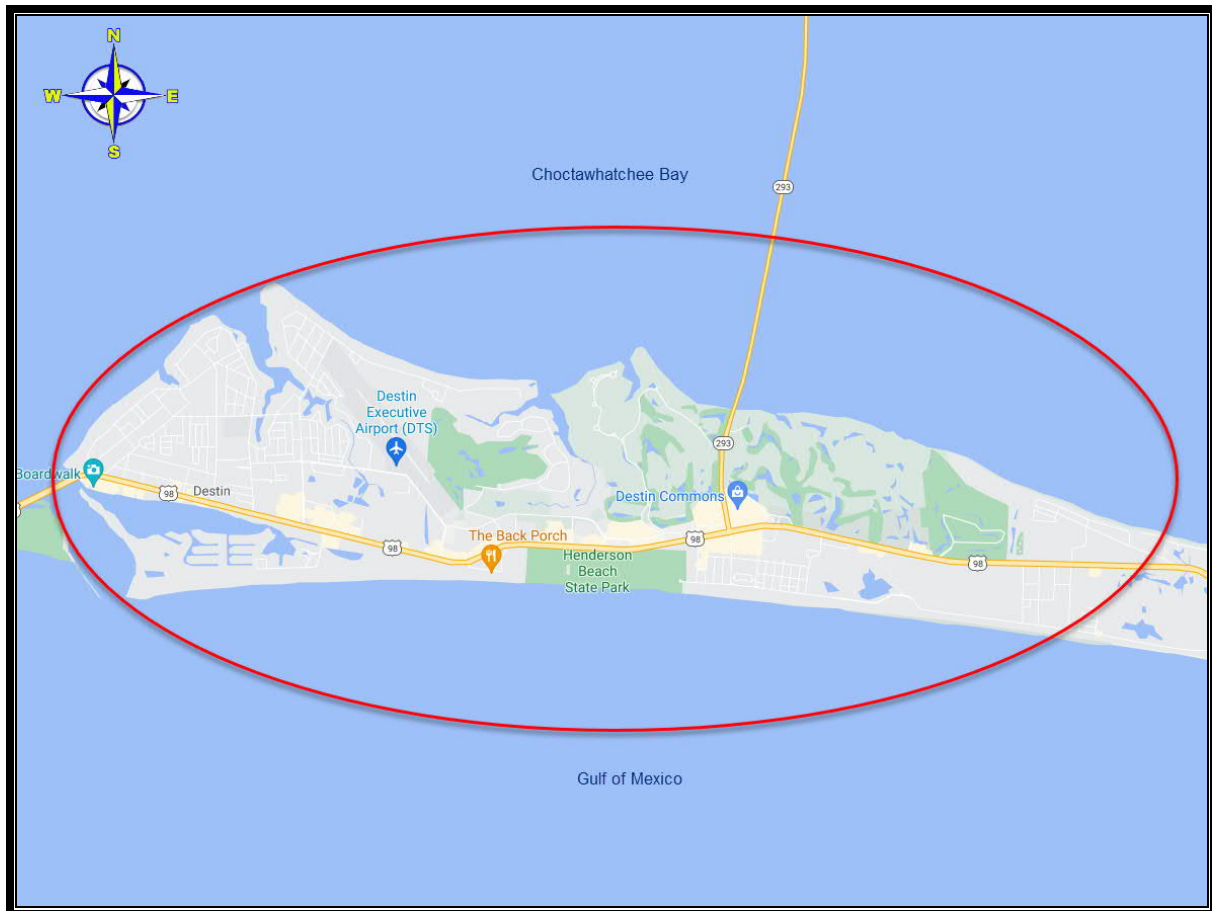
...a group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises.

Subject Neighborhood

The subject neighborhood is located inside and outside the city limits of Destin, Florida. Neighborhood boundaries consist of Choctawhatchee Bay to the north and west, Seascape Drive to the east, and the Gulf of Mexico to the south. Highway 98 is the main commercial corridor in the neighborhood.

The following is a map of the subject's neighborhood boundaries:

Subject Neighborhood Map



The neighborhood is a mixture of residential and commercial use and contains sufficient shopping, schools, and public services. Residential development is primarily subdivision developments. Commercial development is located primarily along U.S. Highway 98. Residential improvements are predominately 10-to-60-year-old, residential structures with minimum ancillary structures.

The neighborhood's real estate trends, both commercial and residential, have been rising over the past few years.

REPORTING REQUIREMENT 230:

DESCRIPTION OF PROPERTY, PHOTOGRAPHS, & SKETCHES

Location

The subject property is located on the south side of Scenic Highway 98 approximately 100 feet south of the southerly terminus of Hutchinson Street inside the city limits of Destin, Florida. The subject property contains frontage along the Gulf of Mexico. The subject is also located approximately 0.4 miles south of U.S. Highway 98 (Emerald Coast Parkway).

Type of Property and Existing Use

The subject property consists of 0.444 acres, or 19,320 square feet of land situated along the Gulf of Mexico. The property is improved with a 5,767 square foot single-family residence and a guest house/apartment and the ancillary improvements which support this use.

Land Description

Size and Shape

The property has a site area of 0.444 acres, or 19,320 square feet. The site shape is rectangular.

Dimensions

See sketch for dimensions of the subject property.

Road Frontage

The north property line of the subject contains 69 feet along Scenic Highway 98, which is a two-lane residential roadway.

Ingress/Egress

The subject is accessed via a paved driveway located along Scenic Highway 98.

Utilities Available

All public utilities (electric, water, sewer, etc.) are available to the subject property.

Utilities in Use

All public utilities (electric, water, sewer, etc.) appear to be in use on the subject property.

Water Features

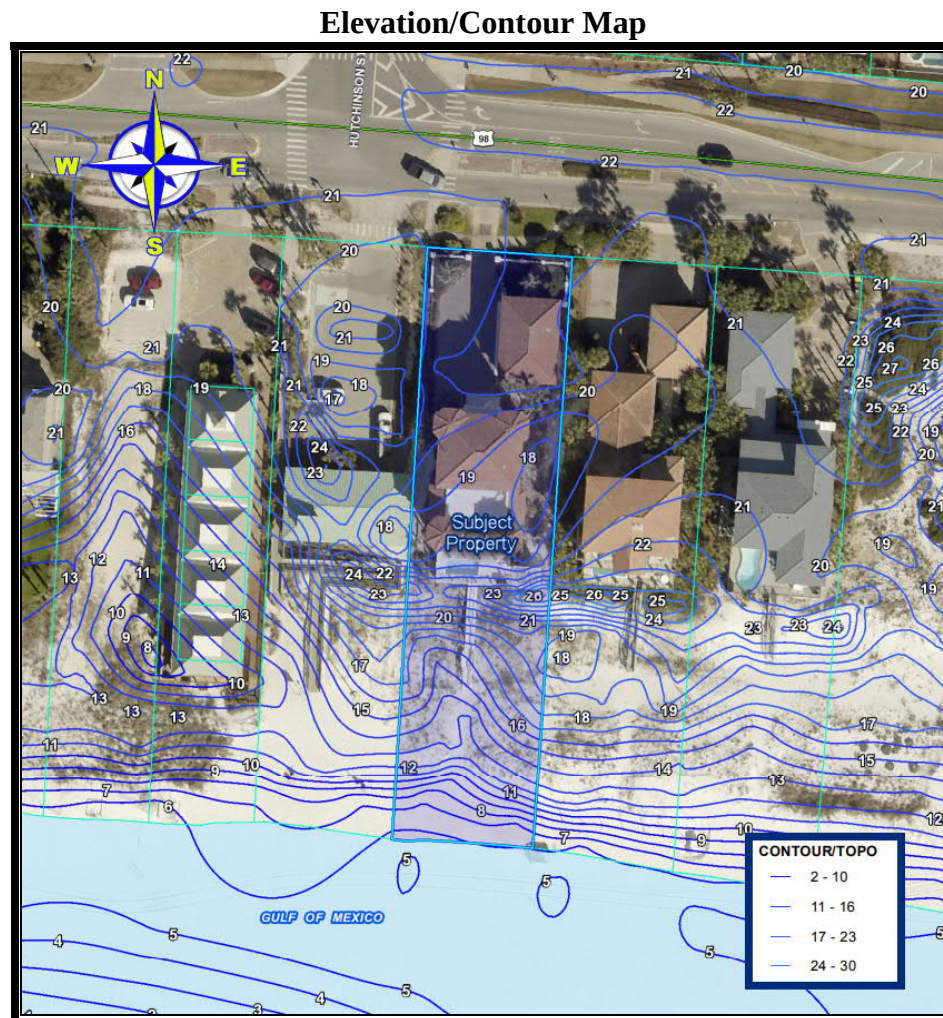
The south boundary of the subject contains 69 feet along the Gulf of Mexico.

Traffic Counts

Per the Florida Department of Transportation's Florida Traffic Online Web Application, Florida Traffic Online (2019), the annual average daily traffic (AADT) along the subject's Scenic Highway 98 frontage is 7,100 cars per day.

Topography

According to the contour overlay below (courtesy of <http://webgis.myokaloosa.com>), the subject property has a level to gently sloping topography.

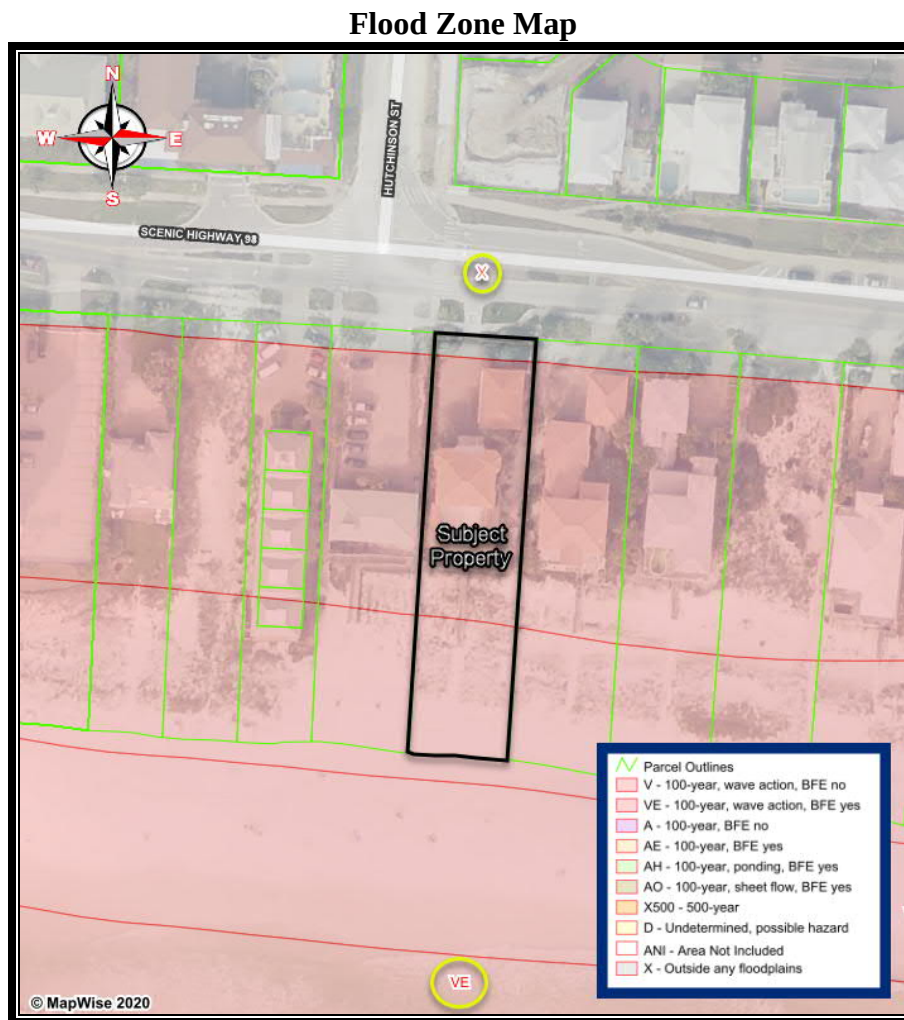


I do not have the benefit of a topographical survey. All information is based on on-site inspection, <http://webgis.myokaloosa.com>, and roadway plans provided. If a topographical survey indicates different slopes for the subject, my value opinion could change.

Flood Zone

FEMA Flood maps obtained from www.mapwise.com indicate the subject is located in Flood Zones X and VE. Flood Zone X is the designation for land outside the 100-year flood area. Flood Zone VE denotes areas within the 1-percent annual chance coastal floodplain that have additional hazards associated with storm waves. Base flood elevations derived from the detailed hydraulic analyses are shown at selected intervals within this zone. Please note that the use and value of the subject parcel is not inhibited by being situated in Flood Zone VE. This is based on surrounding development and the current use on the subject parcel.

The subject's location within its flood zone area is shown in the map below:



It should be noted that, although the FEMA Flood maps are an indication as to flood zone status, a survey should be obtained to determine the actual elevation of a property in relation to the flood zone.

Wetlands

No environmental engineering services were retained for the purpose of locating on-site wetland areas. According to <http://webgis.myokaloosa.com> (based on the National Wetlands Inventory Map), and my on-site inspection, the subject contains no wetlands. The exhibit below shows the location of the nearest wetlands to the subject property (if any):



Please note that I have no special expertise in the identification of wetlands. Therefore, a qualified expert should conduct a wetland delineation to verify my cursory findings.

Drainage and Soil Conditions

Per the soil map courtesy of <http://webgis.myokaloosa.com>, the subject soil is composed of the Beaches and Newhan-Corolla series. Based on inspection of the subject and the surrounding area, the soil quality is sufficient for stand-alone development of the property.

Soil Map



Water Retention Rights for Development

The subject property does not have any vested rights in regard to water retention.

Easements, Encroachments, or Restrictions

There are no apparent easements, encroachments, or restrictions that adversely affect the marketability or value of the subject property.

Environment

The site is not located in the proximity of any nuisances, hazards, or detrimental influences. Okaloosa County has an attractive climate and no problems with air pollution.

Based on my inspection, there is no observable evidence of contamination or hazardous materials. It should be noted that I have no special expertise in the identification of hazardous material or contamination. A qualified expert should conduct an Environmental Phase I audit to verify my cursory findings.

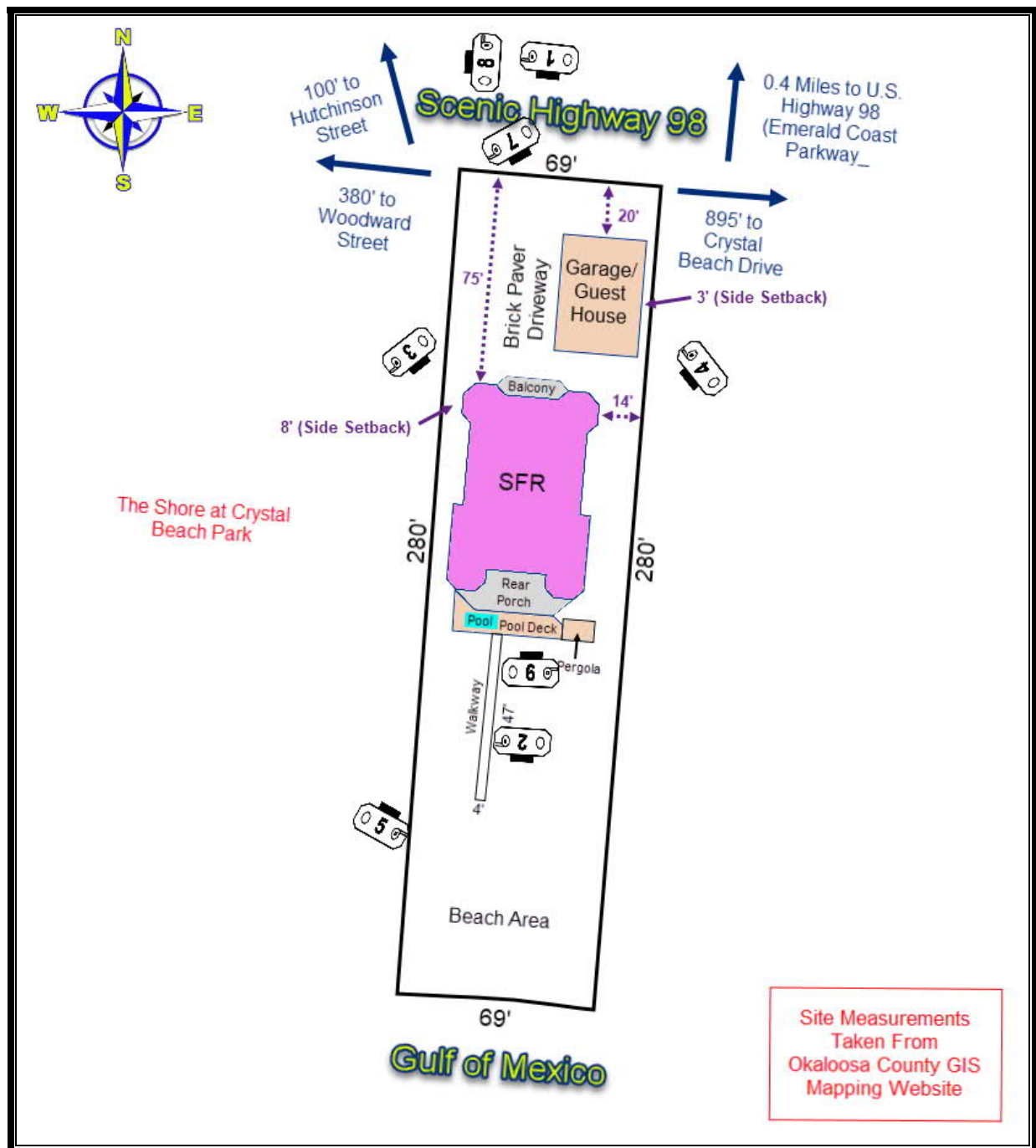
Personal Property Not Valued

N/A

Aerial Map



Property Sketch



Description of Improvements

Overview

The subject is a single-family residence with guest house/apartment that is currently used as a seasonal rental property. The client requested that I not do an on-site inspection of the property. Thus, only an exterior inspection of the property was completed. The subject is advertised on the Southern Vacation Rentals website via the following link: <https://southernresorts.com/vacation-rentals/destin-fl/already-there>. From this website I was able to view photographs of the subject interior and portions of the exterior (i.e., upper deck, balconies, etc). Thus, I am making an extraordinary assumption that the photos shown from this website is representative of the current subject interior condition.

I was unable to perform an exterior building measurement. However, the building measurements and size estimate used in this report were obtained from a previous appraisal of the property conducted by Walter H. Humphrey of Humphrey and Associates, Inc. Mr. Humphrey's report was completed for the City of Destin on February 19, 2019. In this report I am making an extraordinary assumption that Mr. Humphrey is correct with respect to its estimate of building measurements and size.

Construction Type

The residence has a stucco over wood-frame (wood stud wall) construction.

Construction Quality

The improvements are constructed from materials typically found in the local market. Based on site inspection, it appears the quality of construction is very good.

Actual Age

According to the Okaloosa County Property Appraiser, the residence was built in 1996 (actual age = 25 years).

Effective Age/Condition

Based on an exterior inspection and a viewing of interior photographs from the Southern Vacation Rentals website, it appears the property has received adequate updating and maintenance over the course of its physical life. Considering this, it is my opinion the effective age is 15 years.

Remaining Economic Life

Based on surrounding uses, the present zoning and the effective age estimated above, it is my opinion the remaining economic life is 45 years. This is based on a total economic life of 60 years.

Area

Per a previous appraisal of the property conducted by Walter H. Humphrey of Humphrey and Associates on February 19, 2019, the main residence contains 5,767 square feet of heated and cooled space. The guest house/apartment has a heated/cooled area of 864 square feet.

Number of Units

One

Number of Stories

Three

Number/Type of Rooms (Quantity is 1 if not Noted)

Bedrooms (5)

Bathrooms (5)

Living Room (Ground Floor)

Dining Area (Ground Floor)

Laundry (Ground Floor)

Kitchen (Ground Floor)

Family Room (3rd Floor)

Kitchenette (3rd Floor)

Fixtures/Appliances

Refrigerator (Stainless Steel)

Oven/Stove (Island)

Microwave

Dishwasher

Washer

Dryer

Foundation

Pilings

Exterior Wall Finish

Stucco

Roof Material

Clay Tile

HVAC

Central/Heat Pump

Interior Wall Construction

Drywall

Interior Wall Finish

Painted Drywall

Decorative Wallpaper

Flooring

Hardwood

Ceramic Tile

Ceiling Construction

Drywall

Ceiling Finish

Painted Drywall

Car Storage

- Two (2) Car Garage- Detached (864 SF)
- Five Driveway Spaces

Exterior Structure Improvements

- Porch – Front (104 SF)
- Porch – Rear (296 SF)
- Balcony – Front/2nd Floor (107 SF)
- Balcony – Rear/2nd Floor (296 SF)
- Balcony – Front/3rd Floor (107 SF)
- Top Floor Deck – 3rd Floor (718 SF)
- Gazebos (2) – 3rd Floor (77 SF each)

Other Pertinent Features

Crown Moulding (Ceiling & Baseboard)

Fireplace (3 Total or 1per Floor)

10' Ceilings

Ceiling Fans

Recessed Lighting

Fixed Glass Windows

Window Treatments

Guest House/Apartment (2 Bedrooms/1 Bath – 864 Square Feet of Heated/Cooled Area)

*Note: Guest House/Apartment Located over Garage

Site Improvements

- Concrete Deck with Swimming Pool (112 SF)
- Wood Frame Pergola (160 SF)
- 4-Foot Masonry with Stucco Fence
- Brick Paver Driveway
- Wood (Beach) Walkway (4' x 47')

Trade Fixtures and Equipment Considered Real Estate

N/A

Trade Fixtures and Equipment Considered Personal Property

N/A

Outdoor Advertising Sign

N/A

Functional Utility

The layout of the house is typical of the local market with a functional floor plan.

Deferred Maintenance

Considering the overall age and condition of the improvements, no specific items of deferred maintenance were noted.

External Obsolescence

No external obsolescence was noted in the vicinity of the subject.

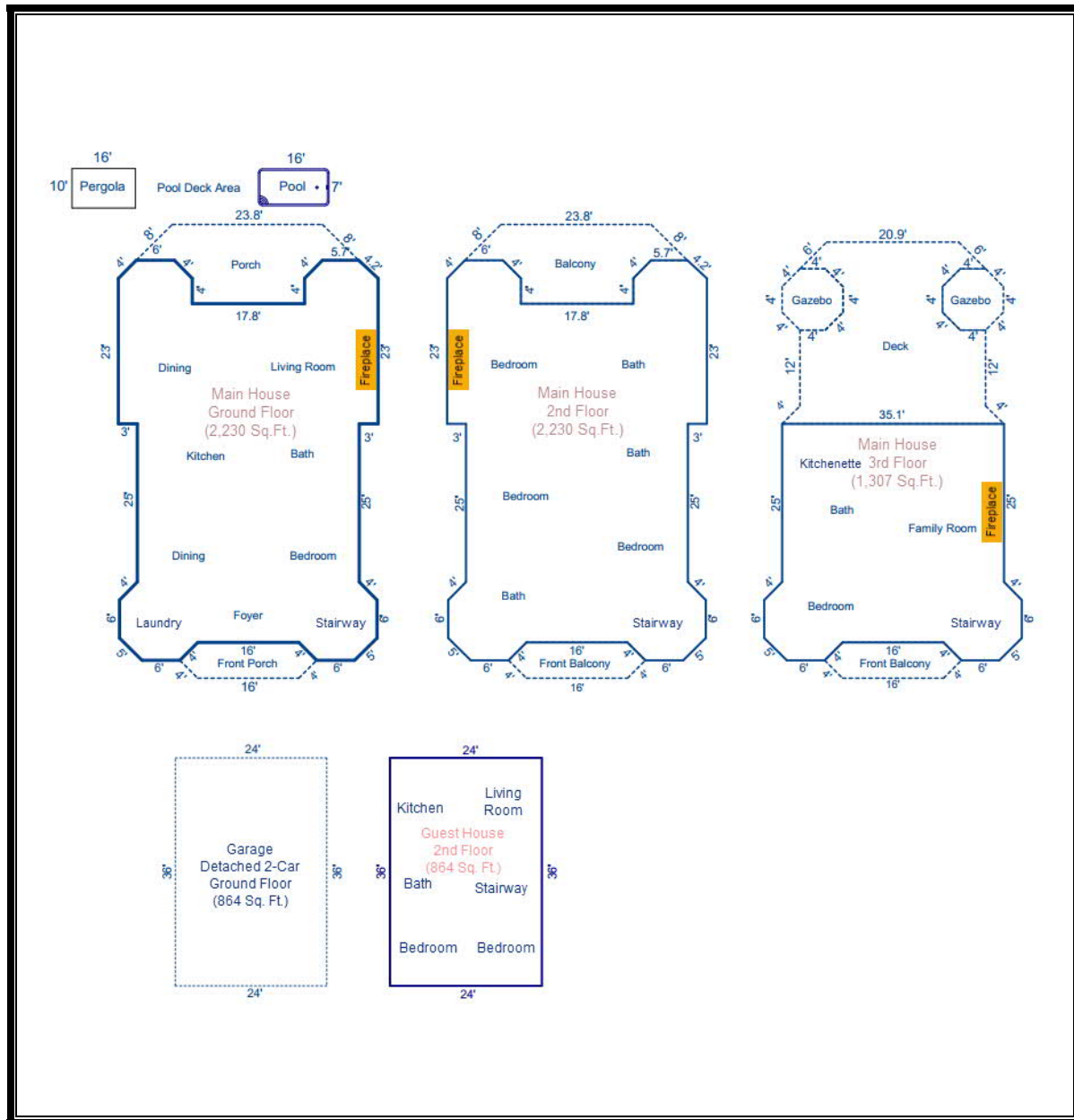
Setback

The main house setback from Scenic Highway 98 is 75 feet. The guest house/apartment setback from Scenic Highway 98 is 20 feet. The main house has side setbacks of 8 feet (west building wall) and 14 feet (east building wall). The guest house side setbacks are 37 feet (west building wall) and 3 feet (east building wall). Based on the current zoning code, the required side setback is 15 feet. The rear building setback is at code. Although the side setbacks are legally non-conforming, they are consistent with neighboring properties in the local market.

Rental Occupancy Ordinance Variance

On July 16, 2020, the subject was granted a rental occupancy ordinance variance by the City of Destin which allows for a maximum occupancy of thirty (30) overnight guests (main house plus guest house). The variance is perpetual regardless of any future changes in ownership. The variance will expire permanently if the property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to diminish the number of bedrooms that existed at the date of the variance. Additionally, no future addition to the number bedrooms will increase the allowable occupancy at the property. A copy of this variance is included in the addendum.

Building Sketch



Photos Taken by Shannon Ross Deal, MAI on May 24, 2021



View of Subject Frontage along Scenic Highway 98 – Photo #1



Subject View of the Gulf of Mexico – Photo #2

Photos Taken by Shannon Ross Deal, MAI on May 24, 2021



**Front/Side View of Main House
(Looking at Northwest Building Corner) – Photo #3**



**Side/Front View of Main House
(Facing Northeast Building Corner) – Photo #4**

Photos Taken by Shannon Ross Deal, MAI on May 24, 2021

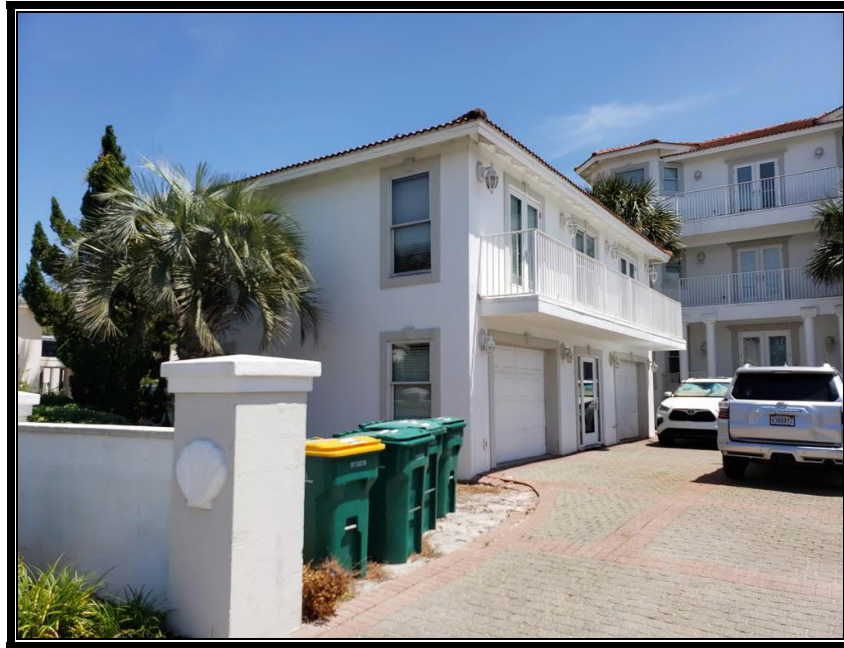


**Side/Rear View of Main House & Beach Walkway
(Facing Southwest Building Corner) – Photo #5**



South or Gulf Side of Main House – Photo #6

Photos Taken by Shannon Ross Deal, MAI on May 24, 2021



Garage and Guest House Building – Photo #7



Scenic Highway 98 Heading West – Photo #8

**Photos Taken from Southern Vacation Rentals Website
(<https://southernresorts.com/vacation-rentals/destin-fl/already-there>)**



Pool Patio Area – Ground Floor



Top Floor Deck – 3rd Floor

**Photos Taken from Southern Vacation Rentals Website
(<https://southernresorts.com/vacation-rentals/destin-fl/already-there>)**



Foyer



Living Room – Ground Floor

**Photos Taken from Southern Vacation Rentals Website
(<https://southernresorts.com/vacation-rentals/destin-fl/already-there>)**



Dining Area – Ground Floor



Kitchen – Ground Floor

Photos Taken from Southern Vacation Rentals Website
(<https://southernresorts.com/vacation-rentals/destin-fl/already-there>)



Master Bedroom – 2nd Floor



Master Bathroom – 2nd Floor

**Photos Taken from Southern Vacation Rentals Website
(<https://southernresorts.com/vacation-rentals/destin-fl/already-there>)**



2nd Bedroom – 2nd Floor



2nd Bathroom – 2nd Floor

**Photos Taken from Southern Vacation Rentals Website
(<https://southernresorts.com/vacation-rentals/destin-fl/already-there>)**



Bedroom – 3rd Floor



Family Room – 3rd Floor

**Photos Taken from Southern Vacation Rentals Website
(<https://southernresorts.com/vacation-rentals/destin-fl/already-there>)**



Living Room – Guest House



Kitchen – Guest House

**Photos Taken from Southern Vacation Rentals Website
(<https://southernresorts.com/vacation-rentals/destin-fl/already-there>)**



Bedroom #1 – Guest House



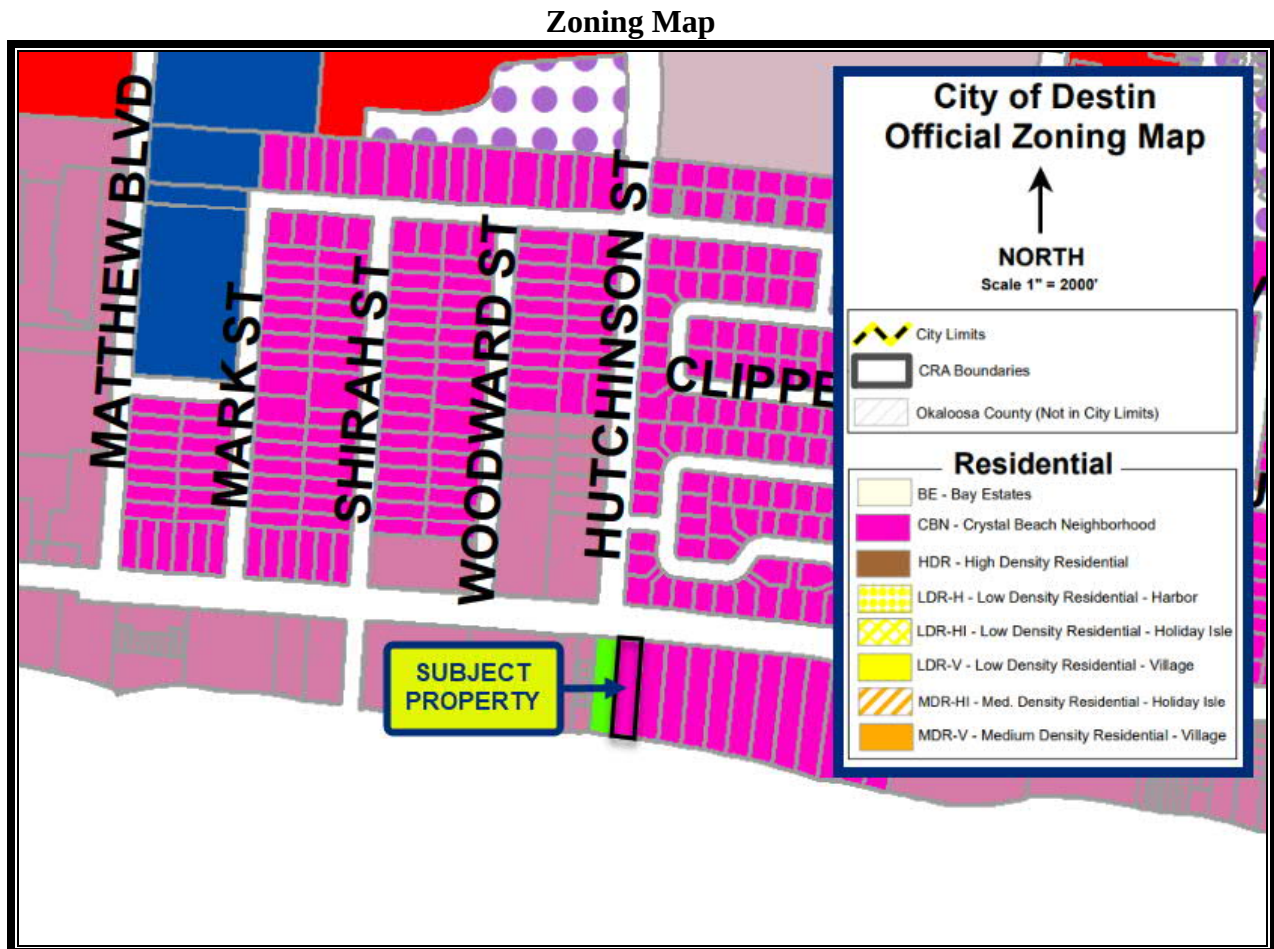
Bedroom #2 – Guest House

REPORTING REQUIREMENT 235:
EXISTING TRANSPORTATION FACILITY DESCRIPTION

Scenic Highway 98 is a paved two-lane roadway.

REPORTING REQUIREMENT 240:
ZONING, LAND USE PLANNING, AND CONCURRENCY

According to the City of Destin GIS Interactive map below, the subject parcel has a *Crystal Beach Neighborhood (CBN)* zoning designation.



The following pages include portions of the City of Destin Land Development Code that are relevant to the subject:



Community Development Department
Planning Division
 4100 Indian Bayou Trail, Destin, FL 32541
 Phone (850) 654-1119 • Planning@cityofdestin.com
www.cityofdestin.com

ZONING DISTRICT FACTSHEET

The purpose and intent of establishing zoning districts is to ensure that all development is consistent with the goals, objectives and policies of the Comprehensive Plan, by establishing a series of zoning districts that indicate what uses are allowed and site development regulations that control the use of land in each district. All development within each zoning district shall be consistent with the purposes stated for each district. (LDC 7.12.05)

CRYSTAL BEACH NEIGHBORHOOD (CBN)

Purpose and intent: The Crystal Beach Neighborhood zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as permanent or seasonal single-family detached or multi-family attached residential dwelling units. Very limited supportive non-residential uses are allowed and are strictly limited to: places of worship, parks, playgrounds, community buildings and similar public service facilities serving the residents of the area, childcare centers and other ancillary neighborhood commercial uses which are approved as part of a planned unit development (PUD) for the exclusive use of the residents of the PUD. It is the intent of the CBN zoning district to specifically not allow the following uses to be located in the district: commercial hotels, motels, bed and breakfast establishments, or other commercial transient living accommodations.

Table 7-2: Table of Allowable Uses (excerpt from LDC 7.12.06)

PERMITTED USES:

Permanent or long-term residential uses

Single-family detached dwelling
Guest house ⁽¹⁾
Accessory dwelling
Single room occupancy housing

Seasonal or short-term residential uses

Single-family detached dwelling

Other residential uses

Community residential home, small (1-6)
Family day care home

NAICS Use Designations

221122	Distribution electric substation ⁽¹⁶⁾	P
712	Museums, historical sites, zoos & parks ⁽¹⁰⁾	P
8131	Religious organizations	P

CONDITIONAL USES:

Other residential uses

Permanent or long-term Multi-family attached dwelling
Seasonal or short-term Multi-family attached dwelling
Community residential home, large (7-14)
Child day care services

ACCESSORY USES:

Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses and structures, including home occupations and off-site businesses.

Footnotes:

- 1** Guest houses are permitted only if the owner of the subject property occupies the primary dwelling as his/her main residence. However, guest houses shall not be rented out separately from the main residence. (refer to LDC section 7.12.04.M).
- 10** Zoos are only allowed in the Industrial zoning district.
- 16** Refer to Section 7.09.02(B)12 for further information.

Table 7-3: Schedule of Dimensional Requirements in Zoning Districts (excerpt from LDC 7.12.08)
(all dimensions in feet)

Crystal Beach Neighborhood (CBN)				
Dwelling Units		1	2+	Non
Minimum Lot Area (square feet)		7,500	None	None
Minimum Lot Size	Width	70'	None	None
	Depth	100'	None	None
Maximum Building Height / Stories		30'3 stories	50'4 stories	50'4 stories
Setbacks	Front	20'	20'	20'
	Side	7½'	A/B	A/B
	Rear	10'	A/B	A/B
Maximum Density (units per acre)		6.00	6.00	N/A
Maximum Floor Area Ratio		N/A	N/A	.50
Minimum Open Space (%)		30%	25%	25%

Footnotes:

- A** For all structures three stories in height, the minimum front setback shall be 20 feet, the minimum side setback shall be 15 feet on each side and the minimum rear setback shall be 20 feet.

For all buildings exceeding three stories in height, the minimum front setback shall be 20 feet, the minimum side setback shall be 20 feet and increased by two feet on each side for each story exceeding four stories, and a minimum 25-foot rear yard setback shall be required.

Within the Old Destin MMTD, no minimum front, side or rear setbacks are required, except where the property line is contiguous with a BE or LDR residential district boundary; then ten-foot side and rear yards, maintained as open space, shall be provided.

Buildings or structures three stories or less utilized for residential or multifamily purposes on the same lot shall be a minimum of ten feet apart. All buildings exceeding three stories in height, the distance apart on the same lot shall be increased by two feet for each story exceeding three stories with a maximum of 50 feet between buildings being required. There are no minimum spacing requirements between residential, nonresidential, mixed-use or multifamily buildings located on the same lot in the Old Destin MMTD.

- B** For all structures two stories or less in height, the minimum front setback shall be 20 feet, and no side or rear yards are required except where property line is contiguous with residential district boundary; then a ten-foot yard, maintained as open space, shall be provided. Within the Old Destin MMTD, no minimum front setback is required.

Development Order

N/A

Concurrency

Concurrency is not currently an issue for development along this corridor.

REPORTING REQUIREMENT 250:

ASSESSED VALUE, TAXES, AND SPECIAL ASSESSMENTS

According to information taken from the Okaloosa County Property Appraiser and Tax Collector web sites, the subject property is identified as follows.

Assessed Value/Taxes	
Tax Authority	Okaloosa County Property Appraiser & Tax Collector
Property Number	00-2S-22-0584-0000-0020
Assessed Value	
Building Value	\$1,134,028
Extra Feature Value	\$28,073
Land Value	\$1,681,847
Agricultural Value	\$0
Just (Market) Value	\$2,843,948
Assessed Value	\$2,843,948
Exempt Value	\$0
Taxable Value	\$2,843,948
Homestead	No
Tax Year	2020 Certified Value
Taxes	
Tax Amount	\$35,583.20
Non-Ad Valorem/Special Assesments	\$0.00
Total Amount Due (No Early Discount)	\$35,583.20
Total Amount Paid	\$34,160.00
Tax Year	2020

Per the Okaloosa County Tax Collector, the subject taxes of \$34,160 were paid on November 18, 2020 (Receipt # 265-20000182).

REPORTING REQUIREMENT 260:
HISTORY OF PROPERTY

According to the title search, the following is a summary of the last transaction:

County - OR Book/Page	Okaloosa County – Book 3313, Page 3159
Grantor:	Clerk of the Circuit Court (Okaloosa County)
Grantee:	Gemini Capital Acquisitions III, LLC
Date of Transaction:	August 4, 2017
Instrument:	Certificate of title
Consideration:	\$100
Verification:	N/A
Conditions of Sale:	Not Arms-Length

Due to the nature of the most recent subject transaction, it will not be used in this analysis. Based on information obtained from the local MLS, the property is not under contract, lease, or agreement to sell. The subject is not listed for sale.

REPORTING REQUIREMENT 270:
EXPOSURE TIME

Exposure time is the general length of time that a property would have to be exposed for sale on the market, given that the property sold at market value. Exposure time is best defined in the *Dictionary of Real Estate Appraisal, 6th Edition, 2015*, as:

1. *The time a property remains on the market.*
2. *[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. Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.*

Based on market research, the estimated exposure time linked to the value conclusion reached in this report for the subject property is 6 to 12 months.

REPORTING REQUIREMENT 280:
PUBLIC AND PRIVATE RESTRICTIONS

There are no public or private restrictions that would inhibit the development of this parcel, other than those mentioned in the Zoning, Land Use, and Concurrency section.

REPORTING REQUIREMENT 300: **HIGHEST AND BEST USE ANALYSES**

The Appraisal Institute's *The Appraisal of Real Estate, 14th Edition*, Page 333 defines Highest and Best Use, as:

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.

Highest and Best Use Analysis as Vacant

Legally Permissible

Per the City of Destin Community Development Department Planning Division, the subject property has a zoning classification of *Crystal Beach Neighborhood (CBN)*.

Under the current land use/zoning, the subject can have uses that are single-family residential (permanent or seasonal), conditional multi-family residential (permanent or seasonal), small community residential, family day care home, distribution electric substation, museums, historical sites, zoos, parks, and religious organizations. See the previous section regarding land use and zoning for a list of allowable, conditional, and accessory uses.

There are no deed restrictions, subdivision restrictions, or long-term leases that would affect the legal use of the subject. Additionally, the subject has no environmental problems such as pollution, which would inhibit development.

Physically Possible

The next criterion deals with what could physically fit on the subject property. Some concerns include setbacks, shape, topography, width, and depth. Ease of access and availability of public utilities are also important in determining the uses that are physically possible. The subject has sufficient depth and width for development with the legally permissible uses. The shape would not preclude any of the potential uses.

Financially Feasible and Maximally Productive

Evidence of recent activity in the local market is a good indication of financial feasibility for a particular use. It appears that the majority of land with similar land use designations and lack of frontage along an arterial roadway are being put to a single-family residential use. Similar properties are rarely being developed with the other allowed uses. Based on the above information, historical and recent development activity in the area, single-family residential is the financially feasible and maximally productive use.

Highest and Best Use Analysis as Improved

The ideal use as improved will be the use that is legally permissible, physically possible, financially feasible, and maximally productive. In this analysis, these four criteria will consider the existing use and the ideal use as vacant. Some alternatives will be renovation or demolition to the existing structure.

Legally Permissible: The current subject improvement is a single-family residence with a guest house/apartment which is allowed under the current land development regulations. Additionally, no covenants, restrictions, or long-term leases appear to be evident that would affect the legal use of the subject as improved. Although several of the building side setbacks were legally non-conforming, they are consistent with similar type properties in the local market.

Physically Possible: The subject main improvement has 5,767 square feet of gross living area (heated/cooled). The effective age of the structure is 15 years. The improvement appears to meet general market preferences for resale or possible lease. All necessary utilities are available to the improvements. The property has sufficient access given its frontage on Scenic Highway 98. Given its size and floorplan, the subject improvement is optimally suited for residential use.

Financially Feasible: The existing improvement design and configuration is suited for single family residential uses. The subject is situated in a residential area with several similar neighboring properties. The property is adequately located to employment centers, schools, shopping, and community activity areas. Based upon the subject improvement's configuration and acceptance in the local market, this use is financially feasible.

Maximally Productive: Since the existing improvements represent the highest value to the property, demolition of the existing improvements would not be feasible. Furthermore, the functional floor plan leaves renovation as an unlikely option. Based on the previous legally, physically, and financially feasible analyses, the existing residential use is the highest and best use of the subject property as improved.

REPORTING REQUIREMENT 302:

HIGHEST AND BEST USE CONCLUSION-AS IF VACANT AND AS IF IMPROVED

Highest and Best Use as Though Vacant

The highest and best use as vacant is for single-family residential development, consistent with the current improvements.

Highest and Best Use as Improved

The highest and best use as improved is for continued use as a residence.

REPORTING REQUIREMENT 305:
APPROACHES TO VALUE USED AND EXCLUDED

The sales comparison approach was used to value the property as improved since properties similar to the subject are generally purchased for owner occupancy. While properties like the subject may be used for seasonal rental purposes, the rental income serves more as a means to offset the cost of ownership (i.e., taxes, property ownership, property management fees, etc.) rather than for capitalizing its income producing potential. For this reason, the income approach is not as reliable as the sales comparison approach and not applicable in the subject valuation. Due to the age of the improvements, the cost approach is not applicable.

Vacant sales in the area indicate the value of the property is higher as improved than as vacant. Therefore, no vacant analysis is presented.

REPORTING REQUIREMENT 335:
SALES COMPARISON APPROACH

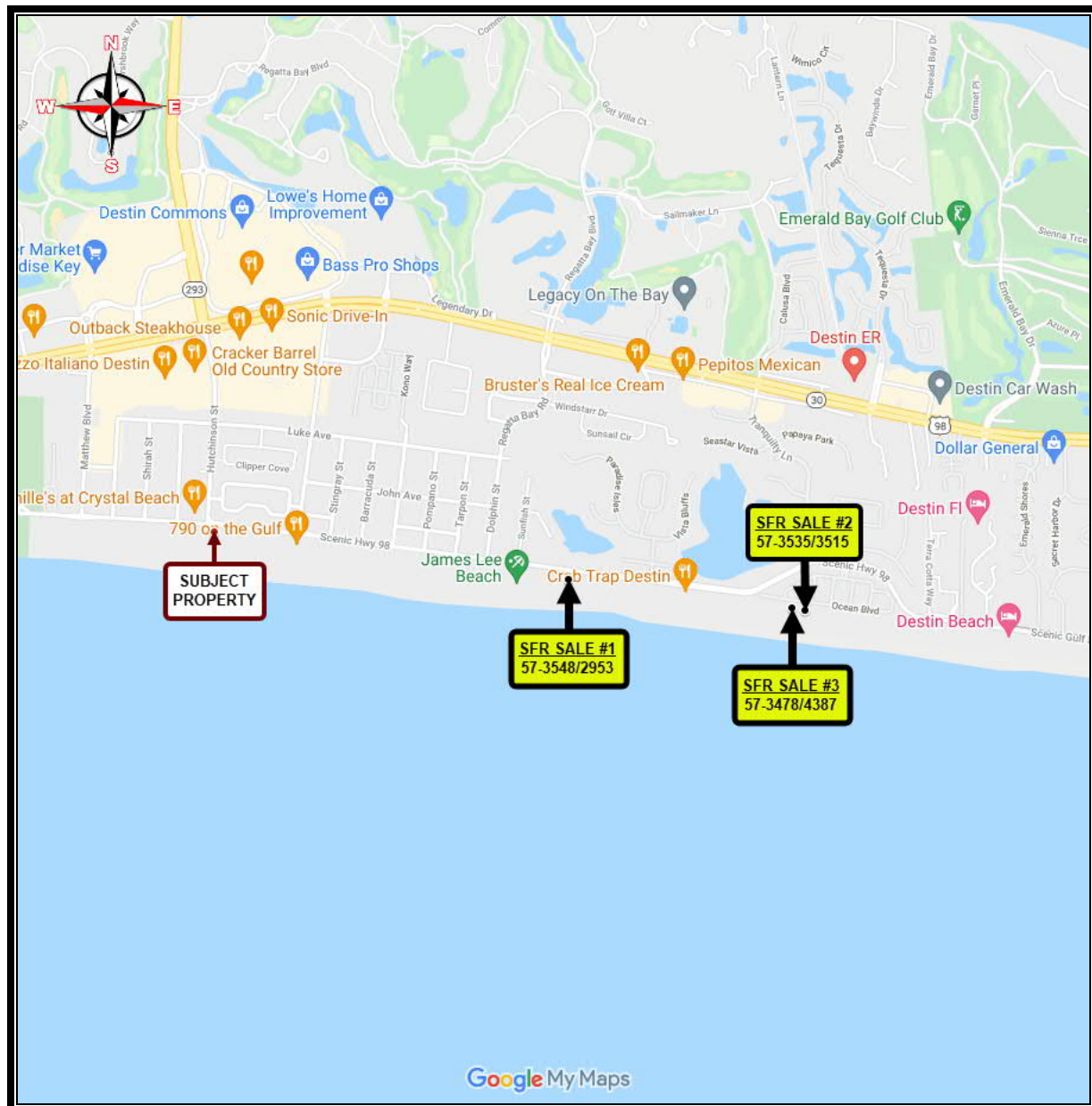
Please refer to previous information in this report regarding general market information, analyses and explanations.

REPORTING REQUIREMENT 340:
COLLECTION OF COMPARABLE SALES

The sales comparison approach as improved considers comparable properties in the surrounding area, having improvements similar to the subject that have sold recently. A search of the local market produced the following sales that have been analyzed and compared to the subject property.

The price per square foot of heated and cooled building area was used in estimating the market value of the subject. The following pages contain the sales used and a grid that breaks down the comparable sales and applicable adjustments made in arriving at the estimated value as improved.

Improved Sales Map



Improved Sales Summaries

Improved Sale #1 (57-3548/2953)

3470 Scenic Highway 98 – Destin, FL

This is the sale of an improved single-family residential property located at 3470 Scenic Highway 98 in Destin, Florida. The sale occurred on May 17, 2021 with a recorded sale price of \$4,972,500. The property consists of a three-story, 5,348-square-foot residence situated on 0.29 acres of land. The property contains 56 feet of frontage along the Gulf of Mexico. The sale price per foot of gross living area (heated and cooled) is \$929.79.

The main residence was constructed in 1999 and has an estimated effective age of 15 years. The structure consists of a pilings foundation, a stucco over wood frame exterior, and a concrete tile roof. Based on its structural materials and workmanship, the construction quality is considered very good. The residence has central HVAC and two fireplaces. The interior layout of the residence is comprised of 6 bedrooms and 6.5 bathrooms. The upper floors of the residence are accessed via an internal stairway. The building contains two covered balconies and a rooftop deck. The property car storage consists of a detached two-car garage. The property also contains a one bedroom/one bath guest house/apartment with a gross living area of 462 square feet.

Improved Sale #2 (57-3535/3515)

4726 Ocean Boulevard – Destin, FL

This is the sale of an improved single-family residential property located at 4726 Ocean Boulevard in Destin, Florida. The sale occurred on March 24, 2021 with a recorded sale price of \$4,300,000. The property consists of a three-story, 4,880-square-foot residence situated on 0.195 acres of land. The property contains 50 feet of frontage along the Gulf of Mexico. The sale price per foot of gross living area (heated and cooled) is \$881.15.

The residence was constructed in 2001 and has an estimated effective age of 10 years. The structure consists of a pilings foundation, a stucco over wood frame exterior, and a concrete tile roof. Based on its structural materials and workmanship, the construction quality is considered very good. The residence has central HVAC and one fireplace. The interior layout of the residence is comprised of 5 bedrooms and 5.5 bathrooms. The upper floors of the residence are accessed via internal stairway and elevator. The building contains two covered balconies and a rooftop deck with wet bar and outdoor shower. The property car storage consists of an attached two-car garage. Property amenities include an in-ground swimming pool with wood pergola covering.

Improved Sale #3 (55-3478/4387)

4720 Ocean Boulevard – Destin, FL

This is the sale of an improved single-family residential property located at 4720 Ocean Boulevard in Destin, Florida. The sale occurred on July 27, 2020 with a recorded sale price of \$4,544,000. The property consists of a three-story, 5,567-square-foot residence situated on 0.189 acres of land. The property contains 50 feet of frontage along the Gulf of Mexico. The sale price per foot of gross living area (heated and cooled) is \$816.24.

The residence was constructed in 2009 and has an estimated effective age of 5 years. The structure consists of a pilings foundation, a stucco over wood frame exterior, and a concrete tile roof. Based on its structural materials and workmanship, the construction quality is considered very good. The residence has central HVAC and two fireplaces. The interior layout of the residence is comprised of 7 bedrooms and 6.5 bathrooms. The upper floors of the residence are accessed via internal stairway and elevator. The property car storage consists of an attached two-car garage. The building contains two covered balconies and a rooftop sun deck with wet bar and outdoor shower. Property amenities include a rooftop swimming pool. Site improvements consist of a stucco masonry privacy fence, wood beach walkway, and a lawn sprinkler system.

REPORTING REQUIREMENT 345:
THE SALES ADJUSTMENT GRID

Improved Sales Grid							
Sale	Subject	1		2		3	
OR Book/Page	N/A	57-3548/2953		57-3535/3515		57-3478/4387	
Address	2968 Scenic Highway 98	3470 Scenic Highway 98		4726 Ocean Drive		4720 Ocean Drive	
City/State	Destin, FL	Destin, FL		Destin, FL		Destin, FL	
Property Rights Conveyed	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Financing Terms	Market	Market		Market		Market	
Conditions of Sale	Arms-Length	Arms-Length		Arms-Length		Arm's Length	
Sale Price		\$4,972,500		\$4,300,000		\$4,544,000	
Adjustments		\$0		\$0		\$0	
Effective Sale Price		\$4,972,500		\$4,300,000		\$4,544,000	
Improvement Size	5,767	5,348		4,880		5,567	
Price per Sq. Ft.		\$929.79		\$881.15		\$816.24	
Date of Sale	5/24/2021(DOV)	May-21		Mar-21		Jul-20	
Market Conditions Adj.	12% Per Annum	0.00%		2.00%		10.00%	
Price Per Sq. Ft.		\$929.79		\$898.77		\$897.86	
Adjustments For Physical Characteristics							
Characteristic	Description	Description	Adjustment	Description	Adjustment	Description	Adjustment
Location	Good	Good	0%	Good	0%	Good	0%
Water Frontage	Gulf Front	Gulf Front	0%	Gulf Front	0%	Gulf Front	0%
Road Material	Paved	Paved	0%	Paved	0%	Paved	0%
Building Size (Sq. Ft.)	5,767	5,348	0%	4,880	0%	5,567	0%
Effective Age	15 Years	15 Years	0%	10 Years	-5%	5 Years	-10%
Bedrooms/Bathrooms	5/5	6/6.5	0%	5/5.5	0%	7/6.5	0%
Design/Appeal	Good	Good	0%	Good	0%	Good	0%
Construction Quality	Wd. Frame Stucco/ Very Good	Wd. Frame Stucco/VG	0%	Wd. Frame Stucco/VG	0%	Wd. Frame Stucco/VG	0%
Garage/Carport	2 Car Garage (Detached)	2-Car Garage (Detached)	0%	2-Car Garage (Attached)	0%	2-Car Garage (Attached)	0%
Porch/Patio/Deck	Typical	Typical	0%	Typical	0%	Typical	0%
Fireplace(s)	3	2	1%	1	2%	2	1%
HVAC	Central	Central	0%	Central	0%	Central	0%
Pool	One	None	1%	One	0%	One	0%
Elevator	None	None	0%	Yes	-2%	Yes	-2%
Guest House/Apt.	Yes	Yes	0%	No	10%	No	10%
Fully Furnished	Yes	Yes	0%	Yes	0%	Yes	0%
Site Improvements	Typical	Typical	0%	Typical	0%	Typical	0%
Lot Size/ Parking/Circulation	0.444 AC/ Adequate	0.29 AC/ Adequate	0%	0.195 AC/ Adequate	0%	0.189 AC/ Adequate	0%
Total Adjustments		2%		5%		-1%	
Adjusted Sale Price/SF	\$930.00	\$948.38		\$943.71		\$888.88	

REPORTING REQUIREMENT 350:

ANALYSIS OF COMPARABLE SALES AND EXPLANATION OF ADJUSTMENTS

Property Rights, Financing, and Conditions of Sale

The subject property was appraised under fee simple title. The comparable sales sold under fee simple title, for cash or terms equivalent to cash, and at arm's length. Therefore, no adjustment was made for property rights, financing, or conditions of sale.

Primary/Transaction Adjustments

All three sales required no adjustment for this category.

Market Conditions

Based on observations in the local market, residences similar to the subject have been appreciating in value at a rate of 12% per year from the date of the sales to the date of value.

Location

The subject and each sale are located in similar areas, requiring no adjustments.

Water Frontage

Since all three sales had frontage on the Gulf of Mexico like the subject, no adjustment was warranted.

Road Material

Like the subject, all three sales are located on paved roads, requiring no adjustment.

Building Size

The subject has a heated/cooled building area of 5,767 square feet. Since all three sales have a similar gross living area, no adjustment was necessary.

Effective Age/Condition

Since the condition and upkeep of an improvement is considered when determining the effective age, one composite adjustment will be made for these characteristics. The subject has an effective age of 15 years. Sale 1 was not adjusted since its effective age was similar to the subject. Sales 2 and 3 required downward adjustments of -5% and -10%, respectively, since the effective age of these comparable properties was lower than the subject.

Bedrooms/Bathrooms

Since the subject is being appraised on a per-square-foot basis a comparable sale simply having one extra room would not warrant an adjustment. Therefore, this adjustment is made only to recognize functional differences in the room mixes (ratio) (i.e., does the property have a sufficient number of bathrooms to serve the existing bedrooms) and market preferences (a three-bedroom home is more attractive from a market perspective than a two-bedroom).

The subject layout consists of five bedrooms and five bathrooms. The sales bedroom/bathroom count varies from 5BR/5.5BA to 7BR/6.5BA which is similarly appealing relative to the subject. For this reason, no adjustments were necessary.

Design/Appeal

The subject and all the sales have good design/appeal, requiring no adjustments to the sales.

Construction Quality

The quality of the subject wood frame with stucco veneer construction is rated as very good. No adjustment was warranted since all three sales were essentially similar to the subject with respect to construction quality.

Garage/Carport

The subject has a two-car garage. All three sales were not adjusted since each property has a two-car storage like the subject.

Porch/Patio/Deck

The subject has two porches, three balconies, an upper floor deck, and two gazebos. All three sales contained similar type improvements and were not adjusted.

Fireplace

The subject contains three fireplaces. All three sales were improved with either one or two fireplaces and thus received upward adjustments ranging from +1% to +2%.

HVAC

Similar to the subject, all three sales have central HVAC, requiring no adjustments.

Pool

The subject has a small swimming pool. Sale 1 was adjusted upward +1% for not having a pool. Sales 2 and 3 required no adjustment since both properties contained a swimming pool.

Elevator

The subject does not have an elevator. Sale 1 was not adjusted since it lacks an elevator like the subject. Sales 2 and 3 were both adjusted downward -2% for having an elevator.

Guest House/Apartment

The subject has an 864 square foot detached guest house/apartment. Sale 1 was not adjusted since it has a guest house/apartment similar to the subject. Sales 2 and 3 were both adjusted upward +10% for not having a guest house/apartment.

Furnishings

Like the subject, all three sales were fully furnished. Thus, no adjustments were required.

Site Improvements

Since all three sales contained a level of site improvements similar to the subject, no adjustments were necessary.

Lot Size/Parking/Circulation

The developable portion of the property as improved only contributes to value, over and above the building value, by virtue of its ability to provide parking and circulation. Therefore, this adjustment considers these items in a composite adjustment. In this case, all of the sales were similar to the subject with respect to parking and circulation relative to the developable portion of the property.

REPORTING REQUIREMENT 355: **INDICATED IMPROVED VALUE BY THE SALES COMPARISON APPROACH**

Correlation

The three sales analyzed ranged in adjusted price from \$888.88 to \$948.38 per square foot of heated and cooled area. Each sale is considered a good indication of value for the subject. Given the locational and physical characteristics of the subject, its value should be represented equally by the adjusted range of sale comparables.

In light of the foregoing analysis and physical characteristics of the subject property, it is my opinion that the market value of the subject by the sales comparison approach is as follows:

Sales Comparison Approach Summary	
Improvement Size (Square Feet - Heated and Cooled Area)	5,767
Per-Square-Foot Value	<u>\$930.00</u>
Indication by the Sales Comparison Approach	\$5,363,310
Rounded To	\$5,363,350

REPORTING REQUIREMENT 390: **RECONCILIATION OF VALUE INDICATIONS & FINAL VALUE ESTIMATE**

The sales comparison approach was used to value the property as improved. The cost and income approaches were considered inapplicable in the valuation of the subject as improved. Considering the foregoing analysis, an exposure time of 6 to 12 months for the subject, and the data contained in this report, it is my opinion the market value of the subject as of the effective date of value was:

Value Indications	
Cost Approach	N/A
Sales Comparison Approach	\$5,363,350
Income Approach	N/A
Reconciled Value	\$5,363,350

REPORTING REQUIREMENT 400:

DESCRIPTION OF THE PART ACQUIRED –FEE PARCEL

This is a total acquisition.

REPORTING REQUIREMENT 450:

VALUATION OF THE PART ACQUIRED – FEE PARCEL

The part acquired equals the before value of \$5,363,350.

Addendum

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Area Data
Last Deed of Record
Rental Occupancy Ordinance Variance
Improved Comparable Sale Write Ups
Appraiser's Qualifications

Area Data

Okaloosa County

Florida's 26th most populous county
with 0.9% of Florida's population



Population

Census Population	Okaloosa County	Florida
1980 Census	109,920	9,746,961
1990 Census	143,777	12,938,071
% change 1980-90	30.8%	32.7%
2000 Census	170,498	15,982,824
% change 1990-00	18.6%	23.5%
2010 Census	180,822	18,801,332
% change 2000-10	6.1%	17.6%
Age		
% Under 18 years of age	22.3%	21.3%
% 65 years of age and over	13.9%	17.3%
Race & Ethnicity		
% White alone	81.1%	75.0%
% Black or African American alone	9.3%	16.0%
% Hispanic or Latino (of any race)	6.8%	22.5%
Estimates and Projections		
2019 Estimate	201,514	21,208,589
% change 2010-19	11.4%	12.8%
2020 Estimate	203,951	21,596,068
% change 2019-20	1.2%	1.8%
Based on 2020 Estimate		
2025	214,634	23,138,553
2030	223,161	24,419,127
2035	230,024	25,461,863
2040	236,005	26,356,415
2045	241,122	27,149,835
2019 Median Age	38.7	41.7
Density		
Persons per square mile		
2000	182.2	296.4
2010	194.4	350.6
2020	219.3	407.0

Population Characteristics

	Okaloosa County	Florida
Language spoken at home other than English		
Persons aged 5 and over	11.9%	29.4%
Place of birth		
Foreign born	6.8%	20.7%
Veteran status		
Civilian population 18 and over	22.0%	8.6%

Households and Family Households

Households	Okaloosa County	Florida
Total households, 2000 Census	66,269	6,338,075
Family households, 2000 Census	46,499	4,210,760
% with own children under 18	47.1%	42.3%
Total households, 2010 Census	72,379	7,420,802
Family households, 2010 Census	48,457	4,835,475
% with own children under 18	41.6%	40.0%
Average Household Size, 2010 Census	2.43	2.48
Average Family Size, 2010 Census	2.92	3.01

Real Gross Domestic Product

Real GDP (Thousands of Chained 2012 Dollars)	Okaloosa County	Florida
2015 GDP	9,689,813	842,269,369
Percent of the State	1.2%	
2016 GDP	9,866,069	870,963,202
Percent of the State	1.1%	
2017 GDP	10,296,438	901,903,549
Percent of the State	1.1%	
2018 GDP	10,651,466	936,580,274
Percent of the State	1.1%	
2019 GDP	11,156,453	963,255,865
Percent of the State	1.2%	

Housing

Housing Counts	Okaloosa County	Florida
Occupied	66,269	6,337,929
Owner-occupied	43,995	4,441,799
Renter-occupied	22,274	1,896,130
Vacant	12,324	965,018
Housing units, 2010 Census	92,407	8,989,580
Occupied	72,379	7,420,802
Owner-occupied	47,095	4,998,979
Renter-occupied	25,284	2,421,823
Vacant	20,028	1,568,778

Units Permitted

	Okaloosa County	Florida
1990	1,065	126,384
2000	1,489	155,269
2010	547	38,679
2011	749	42,360
2012	922	64,810
2013	1,045	86,752
2014	590	84,075
2015	702	109,924
2016	837	116,240
2017	1,199	122,719
2018	860	144,427
2019	896	154,302
2020	993	164,074

Residence 1 Year Ago

Persons aged 1 and over	Okaloosa County	Florida
Same house	79.0%	84.5%
Different house in the U.S.	20.1%	14.4%
Same county in Florida	9.9%	8.5%
Different county in Florida	3.3%	3.1%
Different county in another state	7.0%	2.8%
Abroad	0.8%	1.1%

According to Census definitions, a household includes all of the people who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated people who share living quarters. A family includes a householder and one or more other people living in the same household who are related to the householder by birth, marriage, or adoption. Census counts may be corrected for Census Count Question Resolution (CCQR).

Employment and Labor Force

Establishments			Establishments		
2019	Okaloosa County	Florida	% of All Industries, 2019	Okaloosa County	Florida
All industries	6,759	729,072	All industries	6,759	729,072
Natural Resource & Mining	19	5,308	Natural Resource & Mining	0.3%	0.7%
Construction	832	75,761	Construction	12.3%	10.4%
Manufacturing	157	20,795	Manufacturing	2.3%	2.9%
Trade, Transportation and Utilities	1,211	140,861	Trade, Transportation and Utilities	17.9%	19.3%
Information	72	11,899	Information	1.1%	1.6%
Financial Activities	804	78,001	Financial Activities	11.9%	10.7%
Professional & Business Services	1,424	174,248	Professional & Business Services	21.1%	23.9%
Education & Health Services	723	77,567	Education & Health Services	10.7%	10.6%
Leisure and Hospitality	801	59,331	Leisure and Hospitality	11.9%	8.1%
Other Services	490	57,616	Other Services	7.2%	7.9%
Government	145	6,029	Government	2.1%	0.8%
Average Annual Employment			Average Annual Wage		
% of All Industries, 2019	Okaloosa County	Florida	2019	Okaloosa County	Florida
All industries	85,838	8,884,011	All industries	\$47,749	\$51,744
Natural Resource & Mining	0.1%	0.8%	Natural Resource & Mining	\$33,843	\$35,645
Construction	5.0%	6.3%	Construction	\$42,318	\$52,907
Manufacturing	3.2%	4.3%	Manufacturing	\$67,321	\$63,870
Trade, Transportation and Utilities	17.1%	20.3%	Trade, Transportation and Utilities	\$36,945	\$46,231
Information	1.2%	1.6%	Information	\$79,585	\$86,151
Financial Activities	5.8%	6.6%	Financial Activities	\$52,781	\$77,025
Professional & Business Services	16.0%	15.7%	Professional & Business Services	\$68,835	\$63,742
Education & Health Services	11.2%	14.9%	Education & Health Services	\$47,073	\$52,048
Leisure and Hospitality	17.7%	14.2%	Leisure and Hospitality	\$22,117	\$26,675
Other Services	3.2%	3.2%	Other Services	\$37,856	\$37,971
Government	19.6%	12.1%	Government	\$59,909	\$55,805

Industries may not add to the total due to confidentiality and unclassified.

Labor Force as Percent of Population			Unemployment Rate		
Aged 18 and Older	Okaloosa County	Florida		Okaloosa County	Florida
1990	62.4%	64.5%	1990	6.0%	6.2%
2000	63.2%	64.2%	2000	3.7%	3.8%
2010	63.4%	61.8%	2010	8.4%	10.8%
2020	60.7%	58.8%	2020	5.7%	3.3%

Income and Financial Health

Personal Income (\$000s)			Per Capita Personal Income		
	Okaloosa County	Florida		Okaloosa County	Florida
1990	\$2,695,192	\$257,571,430	1990	\$18,658	\$19,763
2000	\$4,984,326	\$472,238,563	2000	\$29,114	\$29,428
2010	\$7,376,383	\$725,074,023	2010	\$40,818	\$38,475
2011	\$7,586,859	\$764,633,664	2011	\$41,435	\$40,131
% change 2010-11	2.9%	5.5%	% change 2010-11	1.5%	4.3%
2012	\$8,094,613	\$793,428,830	2012	\$42,657	\$41,115
% change 2011-12	6.7%	3.8%	% change 2011-12	2.9%	2.5%
2013	\$8,151,537	\$795,425,004	2013	\$42,304	\$40,696
% change 2012-13	0.7%	0.3%	% change 2012-13	-0.8%	-1.0%
2014	\$8,534,823	\$856,161,773	2014	\$43,855	\$43,140
% change 2013-14	4.7%	7.6%	% change 2013-14	3.7%	6.0%
2015	\$8,925,717	\$914,928,403	2015	\$45,137	\$45,273
% change 2014-15	4.6%	6.9%	% change 2014-15	2.9%	4.9%
2016	\$9,151,339	\$949,717,988	2016	\$45,740	\$46,073
% change 2015-16	2.5%	3.8%	% change 2015-16	1.3%	1.8%
2017	\$9,678,184	\$1,016,818,969	2017	\$47,564	\$48,504
% change 2016-17	5.8%	7.1%	% change 2016-17	4.0%	5.3%
2018	\$10,194,990	\$1,082,702,187	2018	\$49,267	\$50,964
% change 2017-18	5.3%	6.5%	% change 2017-18	3.6%	5.1%
2019	\$10,680,336	\$1,125,984,012	2019	\$50,681	\$52,426
% change 2018-19	4.8%	4.0%	% change 2018-19	2.9%	2.9%
Earnings by Place of Work (\$000s)			Median Income		
1990	\$1,879,236	\$161,135,722	Median Household Income	\$63,412	\$55,660
2000	\$3,443,561	\$308,751,767	Median Family Income	\$76,796	\$67,414
2010	\$5,504,808	\$438,991,235			
2011	\$5,696,835	\$450,502,115			
% change 2010-11	3.5%	2.6%			
2012	\$6,177,730	\$468,412,894			
% change 2011-12	8.4%	4.0%			
2013	\$6,266,697	\$482,900,406			
% change 2012-13	1.4%	3.1%			
2014	\$6,376,723	\$512,381,351			
% change 2013-14	1.8%	6.1%			
2015	\$6,627,916	\$544,423,234			
% change 2014-15	3.9%	6.3%			
2016	\$6,882,607	\$568,848,341			
% change 2015-16	3.8%	4.5%			
2017	\$7,291,809	\$602,210,803			
% change 2016-17	5.9%	5.9%			
2018	\$7,727,913	\$639,710,580			
% change 2017-18	6.0%	6.2%			
2019	\$8,222,862	\$672,454,824			
% change 2018-19	6.4%	5.1%			
			Percent in Poverty, 2019		
			All ages in poverty	10.6%	12.7%
			Under age 18 in poverty	16.4%	18.2%
			Related children age 5-17 in families in poverty	15.6%	16.9%
			Personal Bankruptcy Filing Rate		
			(per 1,000 population)	Okaloosa County	Florida
			12-Month Period Ending March 30, 2020	1.38	2.05
			12-Month Period Ending March 30, 2021	0.90	1.50
			State Rank	41	NA
			NonBusiness Chapter 7 & Chapter 13		
			Workers Aged 16 and Over		
				Okaloosa County	Florida
			Place of Work in Florida		
			Worked outside county of residence	9.1%	18.2%
			Travel Time to Work		
			Mean travel time to work (minutes)	24.1	27.8

Reported County Government Revenues and Expenditures

Revenue 2018-19			Expenditures 2018-19		
Total - All Revenue Account Codes (\$000s)	Okaloosa County	Florida*	Total - All Expenditure Account Codes (\$000s)	Okaloosa County	Florida*
Per Capita \$	\$359,756.1	\$48,723,763.0	Per Capita \$	\$293,825.55	\$44,233,424.76
% of Total	\$1,785.27	\$2,407.55	% of Total	\$1,458.09	\$2,185.67
	100.0%	100.0%		100.0%	100.0%
Taxes (\$000s)	\$110,315.8	\$16,114,573.3	General Government Services** (\$000s)	\$57,868.16	\$7,462,947.96
Per Capita \$	\$547.44	\$796.26	Per Capita \$	\$287.17	\$368.76
% of Total	30.7%	33.1%	% of Total	19.7%	16.9%
Permits, Fee, and Special Assessments (\$000s)	\$2,758.7	\$2,274,184.8	Public Safety (\$000s)	\$85,472.76	\$10,847,409.29
Per Capita \$	\$13.69	\$112.37	Per Capita \$	\$424.15	\$535.99
% of Total	0.8%	4.7%	% of Total	29.1%	24.5%
Intergovernmental Revenues (\$000s)	\$44,027.9	\$5,241,885.1	Physical Environment (\$000s)	\$42,092.40	\$5,318,683.90
Per Capita \$	\$218.49	\$259.01	Per Capita \$	\$208.88	\$262.81
% of Total	12.2%	10.8%	% of Total	14.3%	12.0%
Charges for Services (\$000s)	\$124,377.0	\$14,324,919.1	Transportation (\$000s)	\$35,479.56	\$5,298,301.67
Per Capita \$	\$617.21	\$707.83	Per Capita \$	\$176.07	\$261.80
% of Total	34.6%	29.4%	% of Total	12.1%	12.0%
Judgments, Fines, and Forfeits (\$000s)	\$1,193.8	\$196,108.5	Economic Environment (\$000s)	\$7,056.23	\$1,655,038.81
Per Capita \$	\$5.92	\$9.69	Per Capita \$	\$35.02	\$81.78
% of Total	0.3%	0.4%	% of Total	2.4%	3.7%
Miscellaneous Revenues (\$000s)	\$18,506.5	\$1,713,370.3	Human Services (\$000s)	\$4,771.89	\$3,755,466.15
Per Capita \$	\$91.84	\$84.66	Per Capita \$	\$23.68	\$185.57
% of Total	5.1%	3.5%	% of Total	1.6%	8.5%
Other Sources (\$000s)	\$58,576.4	\$8,858,722.0	Culture / Recreation (\$000s)	\$19,271.16	\$1,814,978.48
Per Capita \$	\$290.68	\$437.73	Per Capita \$	\$95.63	\$89.68
% of Total	16.3%	18.2%	% of Total	6.6%	4.1%
			Other Uses and Non-Operating (\$000s)	\$33,295.70	\$7,163,763.98
			Per Capita \$	\$165.23	\$353.98
			% of Total	11.3%	16.2%
			Court-Related Expenditures (\$000s)	\$8,517.69	\$916,834.54
			Per Capita \$	\$42.27	\$45.30
			% of Total	2.9%	2.1%

* All County Governments Except Duval - The consolidated City of Jacksonville / Duval County figures are included in municipal totals rather than county government totals.

** (Not Court-Related)

Quality of Life

	Okaloosa County	Florida
Crime rate, 2020 (index crimes per 100,000 population)	1,825.4	2,152.3
Admissions to prison FY 2019-20	340	21,276
Admissions to prison per 100,000 population FY 2019-20	166.7	98.5

State Infrastructure

	Okaloosa County	Florida
Transportation		
State Highway		
Centerline Miles	215.5	12,128.1
Lane Miles	705.5	45,030.3
State Bridges		
Number	85	7,044

State Facilities

Buildings/Facilities (min. 300 Square Feet)		
Number	90	9,630
Square Footage	468,016	66,989,245

Conservation Land (land acres only)

State-Owned (includes partially-owned)	72,501	5,383,024
% of Total Conservation Land (CL)	22.9%	51.6%
% of Total Area Land	12.2%	15.7%
% of Florida State-Owned CL	1.3%	
State-Managed	71,794	5,486,474
% of Total Conservation Land (CL)	22.6%	52.6%
% of Total Area Land	12.1%	16.0%
% of Florida State-Managed CL	1.3%	

Health Insurance Status

	Okaloosa County	Florida
Percent Insured by Age Group		
Under 65 years	86.8%	83.9%
Under 19 years	92.9%	92.4%
18 to 64 years	84.4%	80.8%

State and Local Taxation

	Okaloosa County	Florida
2020 Ad Valorem Millage Rates		
County-Wide	3.8308	0.1400
School	6.0350	
Municipal		1.7432
Special Districts	0.0311	1.1554

*MSTU included in Not County-Wide "County" category

Education

	Okaloosa County	Florida
Public Education Schools		
Traditional Setting (2020-21)		
Total (state total includes special districts)	42	3,744
Elementary	19	1,883
Middle	7	573
Senior High	5	715
Combination	11	573

Educational attainment

	Okaloosa County	Florida
Persons aged 25 and older		
% HS graduate or higher	92.4%	88.2%
% bachelor's degree or higher	31.1%	29.9%

Prepared by:
Florida Legislature
Office of Economic and Demographic Research
111 W. Madison Street, Suite 574
Tallahassee, FL 32399-6588
(850) 487-1402 <http://edr.state.fl.us>



May 2021

Last Deed of Record

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
Plaintiff(s)

Case No: 2016 CA 003529 F

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 J. Allen
Deputy Clerk

PREPARED BY:
J D PEACOCK II
CLERK OF CIRCUIT COURT
101 E. JAMES LEE BLVD
CRESTVIEW, FL 32536

Rental Occupancy Ordinance Variance

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Kimberly Romano Kopp, Esq.
Romano Kopp Law, P.A.
P.O. Box 445
Destin, Florida 32541

For Recording Purposes Only

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 16th day of July 2020, ("Effective Date") by and between, Gemini Acquisition III, LLC. ("Owner") and the City of Destin ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on January 22, 2019, the City enacted Ordinance 18-29-CC, the Short-Term Rental Occupancy Ordinance ("Ordinance"), which limits the occupancy of short-term rental homes to two (2) people per bedroom plus an additional four (4) persons; and

WHEREAS, Owner owns the real property and improvements located at 2968 Scenic Highway 98, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on October 18, 2019, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of thirty (30) overnight guests at the seven (7) bedroom vacation rental property noted above and the City shall grant such occupancy. The right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to diminish the number of bedrooms that existed at the date of the Claim. Additionally, no future addition to the number bedrooms will increase the allowable occupancy at the Property.
3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Destin in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.
4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.
5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.
6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.
7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.
8. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express), (iii) mailed by United States registered or certified mail, return receipt requested and postage prepaid, or (iv) sent by facsimile transmission provided a confirmation of such

facsimile transmission is sent the same day by one of the methods of delivery in (i), (ii), or (iii) above. Any notice shall be addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand delivery, deposit with such courier for same day or next business day delivery, upon receipt of return receipt of certified mail, or receipt of facsimile transmissions, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other party at least ten (10) days' notice thereof, any party shall have the right from time to time to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of notices to it shall be sent. Notice may be given on behalf of any party by such party's counsel. In the event the subject property owner changes, notices shall be addressed to the current owner as indicated in the records of the Okaloosa County Property Appraiser. Otherwise, notices shall be sent as follows:

Each notice shall be addressed as follows:

To City: City of Destin, Florida
Attn: City Manager
4200 Indian Bayou Trail
Destin, Florida 32541

With a copy to:

City Land Use Attorney
Romano Kopp Law, PA
PO Box 445
Destin, Florida 32541

To Gemini Capital Acquisition III, LLC: Adam Lamnin
9245 SW 93rd Avenue
Miami, FL 33176

With a copy to:

Matthews & Jones, LLP
Attn: C. Stephen Tatum
4475 Legendary Drive
Destin, Florida 32541

9. Attorney's Fees. In the event of any action, whether pre-suit, mediation, litigation or appellate proceeding to enforce the terms and conditions of this Agreement, each party to the action shall pay its own attorney's fees and costs incurred therein.

10. Venue. Venue over any action to enforce the terms and conditions of this Agreement, including mediation, shall lie solely in Okaloosa County, Florida.

OWNER: Gemini Capital Acquisition III, LLC

[Signature]
Signature of Witness #1

[Signature]
Adam Lamm

Julie Cohen
Print or type name

[Signature]
Signature of Witness # 2

Liberty Ona
Print or type name

STATE OF Florida

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ✓ physical presence or online notarization, appeared Adam Lamm, personally known to me or who has produced FLORIDA DRIVER'S LICENSE as identification, to be the person described in and who executed the foregoing Indenture Agreement and he/she acknowledged before me that he/she executed same.

[Signature]
Signature of Notary

(NOTARY SEAL)



Arlen Guadalupe
State of Florida
My Commission Expires 07/13/2023
Commission No. GG 331631

Arlen Guadalupe
Print or type name

CITY OF DESTIN

By: *Gary Jarvis*
Gary Jarvis, Mayor

Date: 10/19/20

ATTEST:

Rey Bailey
Rey Bailey, City Clerk

Date: 10/19/20

STATE OF Florida
COUNTY OF Okaloosa

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ☒ physical presence or ☐ online notarization, appeared Gary Jarvis (personally known to me) or who has produced _____ as identification, to be the person described in and who executed the foregoing 10/19/20 and he/she acknowledged before me that he/she executed same.

(NOTARY SEAL)



Karen S. Shumaker
Signature of Notary

Notary Public
State of Florida
Comm# HH050966
Expires 10/24/2024

Karen S. Shumaker
Print or Type Name

Approved as to form and legality for use and reliance
by the City of Destin, Florida, only.

Kimberly Romano Kopp
Kimberly Romano Kopp, Esq.
City Land Use Attorney

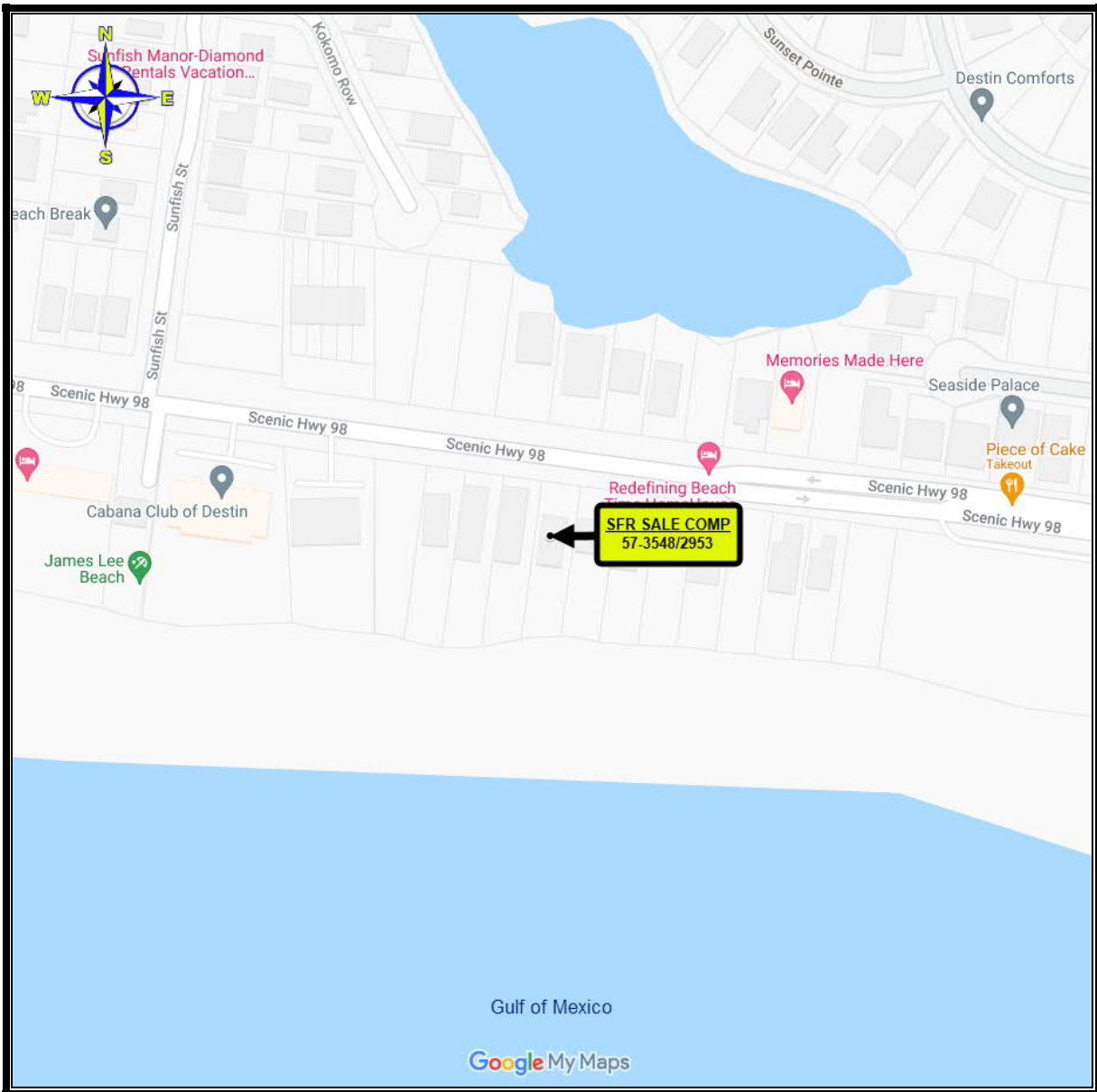
Exhibit "A"

Legal Description of Property

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

Improved Comparable Sales

57-3548/2953
3470 Scenic Highway 98 – Destin, Florida
Location Map



57-3548/2953
3470 Scenic Highway 98 – Destin, Florida
Transaction/Property Detail

County	Okaloosa
OR Book/Page	3548/2953
Grantor	Rachel R. Bell, Individually, and as Trustee
Grantee	MKRE Properties, LLC
Sale Date	May 17, 2021
Date of Inspection	June 2, 2021
Source of Dimensions	MLS, Okaloosa County GIS Mapping Website, Okaloosa County Property Appraiser, and Property Transfer Deed
Dimensions	See Attached Sketch
Land Area	0.29 Acres, or 12,632 Square Feet
Topography	Level to Gently Sloping
Floodplain	Flood Zone VE (Elevation 15) per FEMA Flood Map Service Center (via webgis.myokaloosa.com/webgis/)
Wetland/Vegetation	100% Uplands and Landscaped
Water Frontage	56 Feet Along the Gulf of Mexico
Improvement Area	5,348 Square Feet (Heated and Cooled) - Property Appraiser Data/MLS
Consideration	\$4,972,500
Unit Price	\$929.79 per Square Foot (Heated and Cooled)
Type of Instrument	Warranty Deed
Tax ID #	00-2S-22-0080-0000-0090
Location/Address	3470 Scenic Highway 98 Destin, Florida 32541 This sale is located on the south side of Scenic Highway 98 approximately 565 feet east of Sunfish Street inside the city limits of Destin, Florida.
Section/Township/Range	Section 25, 2 South, 22 West
Zoning, Land Use	Crystal Beach Neighborhood (CBN) – Per City of Destin Planning Department)
Present Use	Single Family Residence
Highest and Best Use at Sale Date	Single Family Residence
Conditions of Sale	Arm's-Length Transaction
Financing	None; Cash to Seller
Encumbrances	None Noted That Would Affect Value
Improvements	See Building Detail
Utilities	Electricity; Public Water & Sewer
Verification	
Name	Cindy Cole (Keller Williams Realty Destin)
Date	June 2, 2021
Phone	850-502-6344
Relationship	Buyer's Agent
Confirmed by	Michael Kevin Gay/Shannon Ross Deal, MAI

57-3548/2953
3470 Scenic Highway 98 – Destin, Florida
Transaction/Property Detail

Motivation of Sale	Unknown
MLS Number	871988
Time of Exposure/Days on the Market	0 Days (See Below)
Remarks	The agent confirmed the sale as arm's length. The agent indicated the property sold quickly for all cash at market value with no days on the market. The primary sale improvement consists of a three story, 5,348 SF residence (built in 1999) with a guest house/apartment situated on 0.29 acres.

57-3548/2953
3470 Scenic Highway 98 – Destin, Florida
Building Detail

Improvement Area	5,348 Square Feet (Heated and Cooled) – Main House - MLS/Property Appraiser
Year Built	1999 (per MLS/Property Appraiser)
Construction Quality	Very Good
Condition	Good
Effective Age	15-Years (Based on Condition at Time of Sale)
Roadway	Paved Asphalt
Exterior	
Construction Type	Wood Frame with Stucco Veneer
Foundation Type	Pilings
Exterior Wall Material	Stucco Over Wood Frame
Roofing Material	Concrete Tile
Window Type	Fixed Glass & Single Hung
Exterior Door Type	French Double Doors with Glass Insert
Car Storage	2-Car Garage (Detached); Located Below Guest House/Apartment Building
Driveway Spaces	4
Swimming Pool	N/A
Extra Features	Two Covered Balconies, Rooftop Deck
Site Improvements	Patio Area, Vinyl Privacy Fencing
Driveway	Brick Pavers
Remarks	Guest House Apartment (Located Above Garage) Contains One Bedroom and One Bathroom and Has a Gross Living Area of 462 Square Feet.
Interior (Per MLS)	
Flooring Material	Hardwood, Marble Tile, & Ceramic Tile
Ceiling Material and Finish	Painted Drywall
Wall Material and Finish	Painted Drywall
Interior Door Type	Unknown
Elevator	N/A
Fireplace	Two
Ceiling Height	10 Feet
Number of Bedrooms	6
Number of Bathrooms	6.5
Fixtures per Bathroom	Unknown
HVAC	Central HVAC
Extra Features	Crown Moulding (Base & Ceiling), Raised Ceilings, High Efficiency Ceiling Fans, Window Treatments, Recessed Lighting, Kitchen Island, Custom Cabinetry, Laundry Room with Washer/Dryer Hookups

57-3548/2953
3470 Scenic Highway 98 – Destin, Florida
Building Detail

Interior (Per MLS)

Appliances with Sale

Dishwasher, Disposal, Microwave, Self-Cleaning Oven, Refrigerator
with Ice Maker, Trash Compactor, Washer, Dryer, and Wine
Refrigerator

Furnishings

Fully Furnished

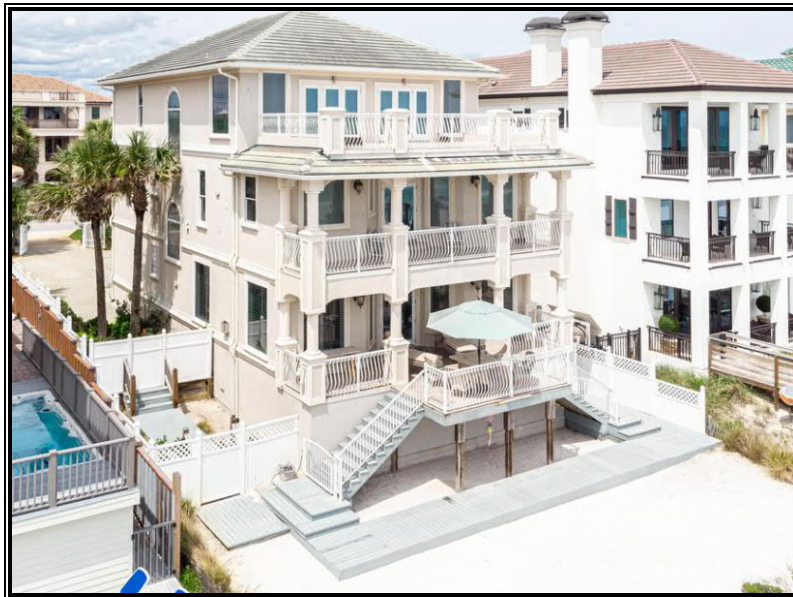
Remarks

N/A

57-3548/2953
3470 Scenic Highway 98 – Destin, Florida
Photograph



Front View – Photo #1A
(Taken by Shannon Ross Deal, MAI on June 2, 2021)

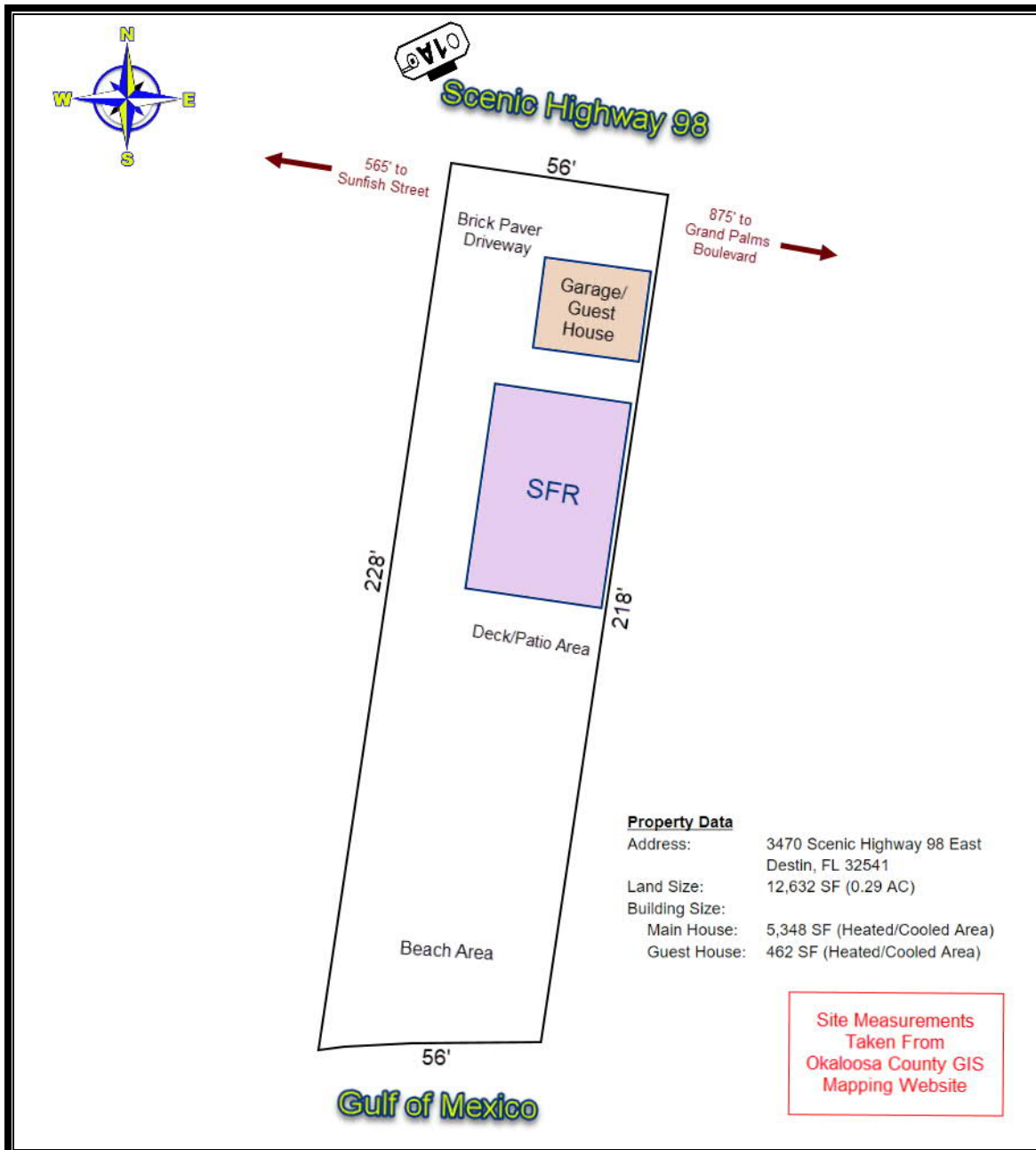


Rear View - MLS Photo

57-3548/2953
3470 Scenic Highway 98 – Destin, Florida
Aerial Map

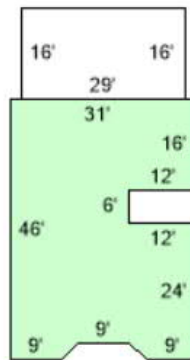
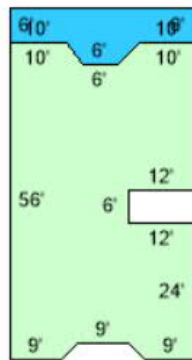
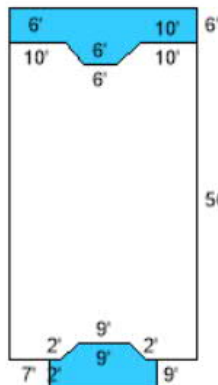
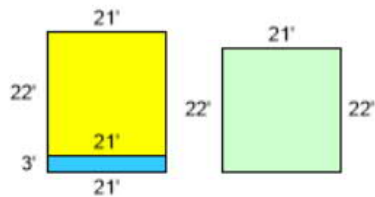


57-3548/2953
3470 Scenic Highway 98 – Destin, Florida
Parcel Sketch



57-3548/2953
3470 Scenic Highway 98 – Destin, Florida
Building Sketch
(Per Okaloosa County Property Appraiser)

FDG	F DET GARG	462	1999
PTO	PATIO	464	1999
FUS	F UP STORY	3574	1999
BAS	BASE AREA	1774	1999
FOP	F OPN PRCH	666	1999



57-3548/2953
3470 Scenic Highway 98 – Destin, Florida
Transfer Deed

FILE #3457533 RCD: 5/24/2021 8:40 AM, BK: 3548 PG: 2953, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$34,807.50 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

Prepared by:
Julie R. Barbeau Johnson
McNeese Title, LLC
3921 East County Highway 30A
Santa Rosa Beach, Florida 32459
File Number: S21-0336JJ

Warranty Deed

Made this May 17, 2021 A.D. By **Rachel R. Bell, individually and as Trustee of the Rachel R. Bell Revocable Trust dated October 30, 2009, together with any amendments thereto**, whose address is: 1224 County Road #11, Heflin, Alabama 36264, hereinafter called the grantor, to **MKRE Properties, LLC, an Arkansas limited liability company**, whose post office address is: PO Box 93149, Southlake, Texas 76092, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

LOT 9, DESTINY SHORES, A PORTION OF DESTINY, A PLANNED UNIT DEVELOPMENT,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 52, OF THE
PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

Being the same property deeded to Grantor, dated October 31, 2009, recorded in Records Book 2926, Page 4943 Public Records of Okaloosa County, Florida.

Parcel ID Number: **00-2S-22-0080-0000-0090**

Subject property IS NOT the homestead of the Grantor as defined by the Constitution of the State of Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except for all covenants, conditions, restrictions, reservations, limitations, and easements of record, all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any, and taxes accruing subsequent to December 31, 2020.

DEED Rosemary Warranty Deed
Closers' Choice

57-3548/2953
3470 Scenic Highway 98 – Destin, Florida
Transfer Deed

BK: 3548 PG: 2954

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature: *Lynd R. Morgan*
Witness Printed Name LYND R. MORGAN

Rachel R. Bell
Rachel R. Bell, individually and as Trustee of the
Rachel R. Bell Revocable Trust dated October 30,
2009

Witness Signature: *T. Daniel Norton*
Witness Printed Name T. Daniel Norton

State of Alabama
County of Cleburne

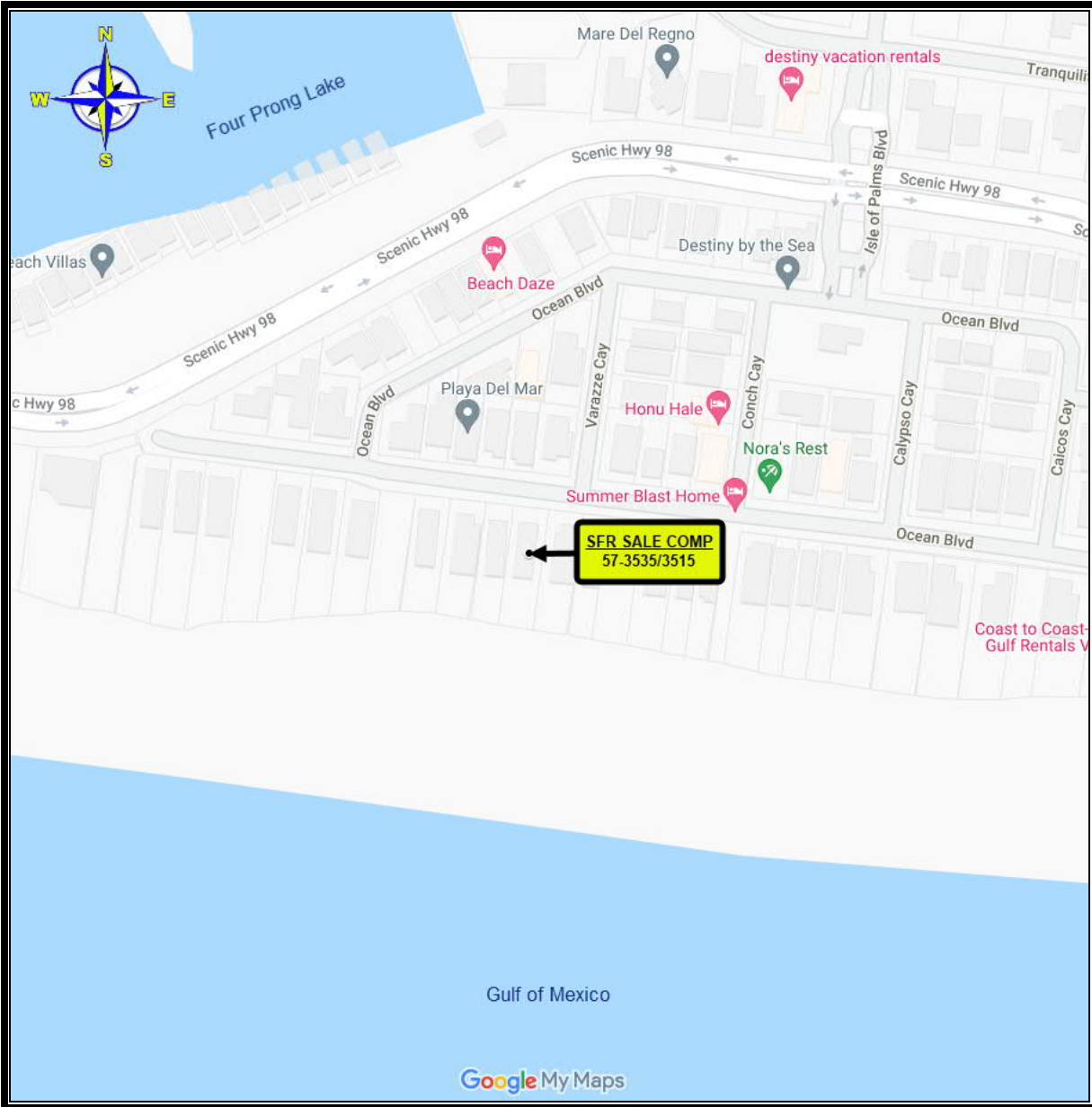
The foregoing instrument was acknowledged before me by means of X physical presence or [] online notarization, this 15th day of May, 2021, by Rachel R. Bell, individually and as Trustee of the Rachel R. Bell Revocable Trust dated October 30, 2009, who is/are personally known to me or who has produced a driver's license as identification.



T. Daniel Norton
Notary Public
Print Name: T. Daniel Norton

My Commission Expires: _____
My Commission Expires
November 8, 2023

57-3535/3515
4726 Ocean Boulevard– Destin, Florida
Location Map



57-3535/3515
4726 Ocean Boulevard– Destin, Florida
Transaction/Property Detail

County	Okaloosa
OR Book/Page	3535/3515
Grantor	Robert Q. Craddock, Individually, and as Trustee
Grantee	Kenny A. Noah
Sale Date	March 24, 2021
Date of Inspection	N/A
Source of Dimensions	MLS, Okaloosa County GIS Mapping Website, Okaloosa County Property Appraiser, and Property Transfer Deed
Dimensions	See Attached Sketch
Land Area	0.195 Acres, or 8,500 Square Feet
Topography	Level to Gently Sloping
Floodplain	Flood Zone VE (Elevation 15) per FEMA Flood Map Service Center (via webgis.myokaloosa.com/webgis/)
Wetland/Vegetation	100% Uplands and Landscaped
Water Frontage	50 Feet Along the Gulf of Mexico
Improvement Area	4,880 Square Feet (Heated and Cooled) - Property Appraiser Data/MLS
Consideration	\$4,300,000
Unit Price	\$881.15 per Square Foot (Heated and Cooled)
Type of Instrument	General Warranty Deed
Tax ID #	00-2S-22-0075-0000-0060
Location/Address	4726 Ocean Boulevard Destin, Florida 32541 This sale is located on the south side of Ocean Boulevard approximately 565 feet east of Scenic Highway 98 inside the city limits of Destin, Florida.
Section/Township/Range	Section 25, 2 South, 22 West
Zoning, Land Use	Crystal Beach Neighborhood (CBN) – Per City of Destin Planning Department)
Present Use	Single Family Residence
Highest and Best Use at Sale Date	Single Family Residence
Conditions of Sale	Arm's-Length Transaction
Financing	Conventional
Encumbrances	None Noted That Would Affect Value
Improvements	See Building Detail
Utilities	Electricity; Public Water & Sewer
Verification	
Name	Corey Ledbetter (Abbott Group – Scenic Sotheby's International Realty)
Date	June 1, 2021
Phone	850-278-2410
Relationship	Buyer's Agent
Confirmed by	Michael Kevin Gay/Shannon Ross Deal, MAI

57-3535/3515
4726 Ocean Boulevard– Destin, Florida
Transaction/Property Detail

Motivation of Sale	Unknown
MLS Number	855576
Time of Exposure/Days on the Market	58 Days

Remarks	The agent confirmed the sale as arm's length.
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The primary sale improvements consist of a three story, 4,880 SF residence (built in 2001) situated on 0.195 acres. The property is located in the gated Destiny by the Sea subdivision.

57-3535/3515
4726 Ocean Boulevard– Destin, Florida
Building Detail

Improvement Area	4,880 Square Feet (Heated and Cooled) – MLS/Property Appraiser
Year Built	2001 (per MLS/Property Appraiser)
Construction Quality	Very Good
Condition	Good
Effective Age	10-Years (Based on Condition at Time of Sale)
Roadway	Brick Pavers
Exterior	
Construction Type	Wood Frame with Stucco Veneer
Foundation Type	Pilings
Exterior Wall Material	Stucco Over Wood Frame
Roofing Material	Concrete Tile
Window Type	Fixed Glass & Bay
Exterior Door Type	Unknown
Car Storage	2-Car Garage (Attached)
Driveway Spaces	4
Swimming Pool	In-Ground Swimming Pool
Extra Features	Wood Pergola Pool Covering, Two Covered Balconies, Rooftop Deck with Wet Bar & Outdoor Shower
Site Improvements	Wood Beach Walkway (4' x 35'), Landscaping
Driveway	Brick Pavers
Remarks	N/A
Interior (Per MLS)	
Flooring Material	Hardwood, Stone, & Ceramic Tile
Ceiling Material and Finish	Painted Drywall
Wall Material and Finish	Painted Drywall
Interior Door Type	Unknown
Elevator	One
Fireplace	One
Ceiling Height	10 Feet
Number of Bedrooms	5
Number of Bathrooms	5.5
Fixtures per Bathroom	Unknown
HVAC	Central HVAC
Extra Features	Crown Moulding (Base & Ceiling), Raised Ceilings, High Efficiency Ceiling Fans, Window Treatments, Recessed Lighting, Kitchen Island, Custom Cabinetry, Laundry Room with Washer/Dryer Hookups

57-3535/3515
4726 Ocean Boulevard– Destin, Florida
Building Detail

Interior (Per MLS)

Appliances with Sale

Auto Garage Door Opener, Cooktop, Dishwasher, Disposal,
Microwave, Continuous Cleaning Oven, Self-Cleaning Oven,
Refrigerator, Refrigerator with Ice Maker, Smoke Detector, Electric
Stove/Oven, and Wine Refrigerator

Furnishings

Fully Furnished

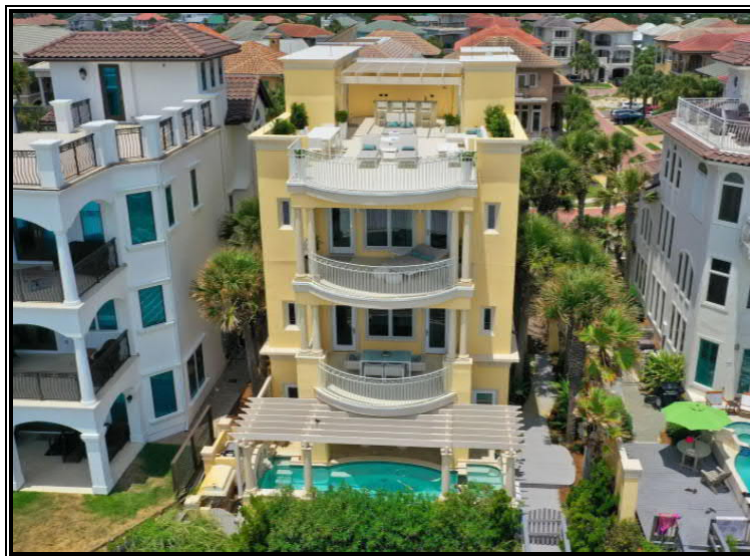
Remarks

Per the listing agent, the interior was in good condition but the exterior
stucco needed repair.

57-3535/3515
4726 Ocean Boulevard– Destin, Florida
Photograph



Front View - MLS Photo

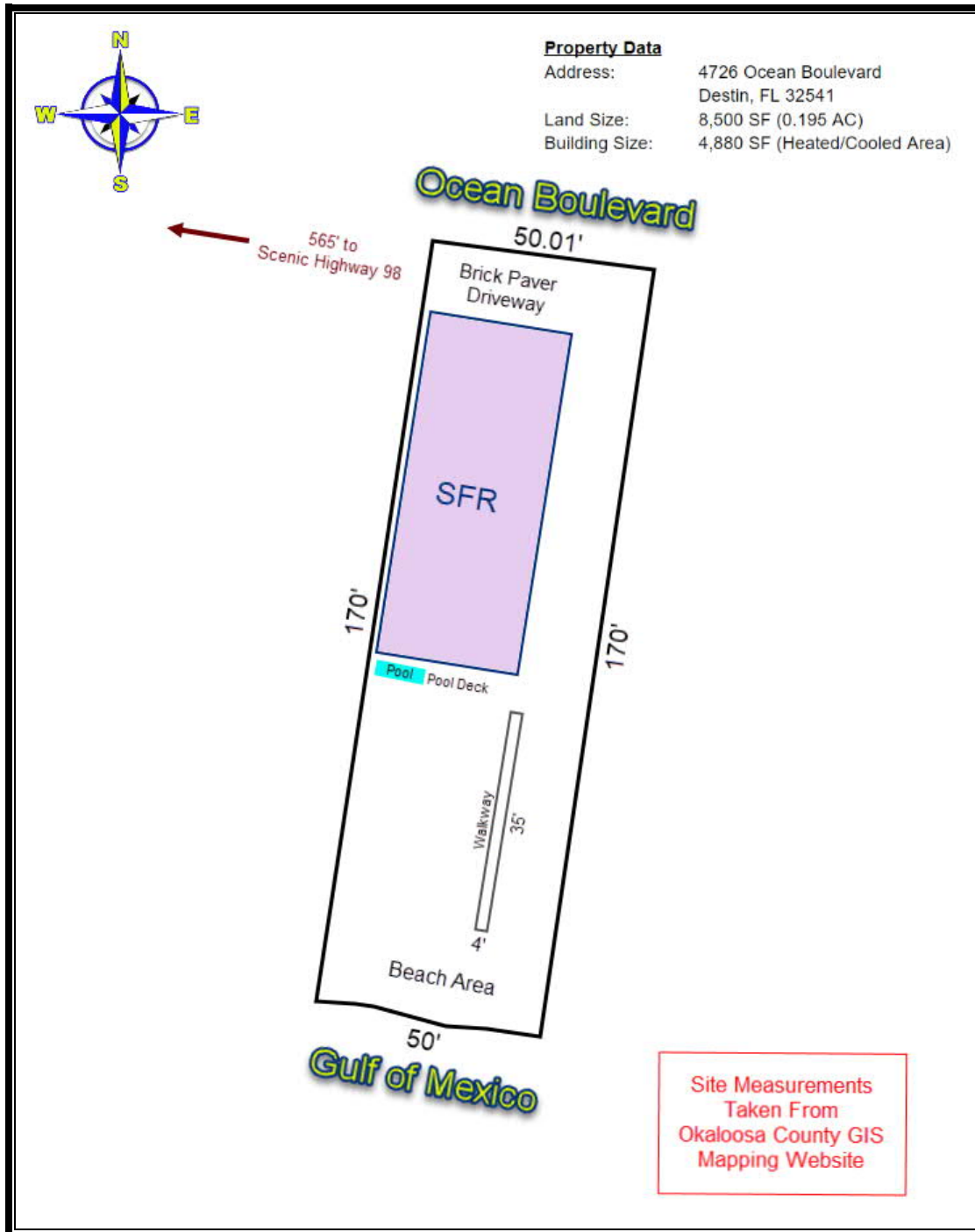


Rear View - MLS Photo

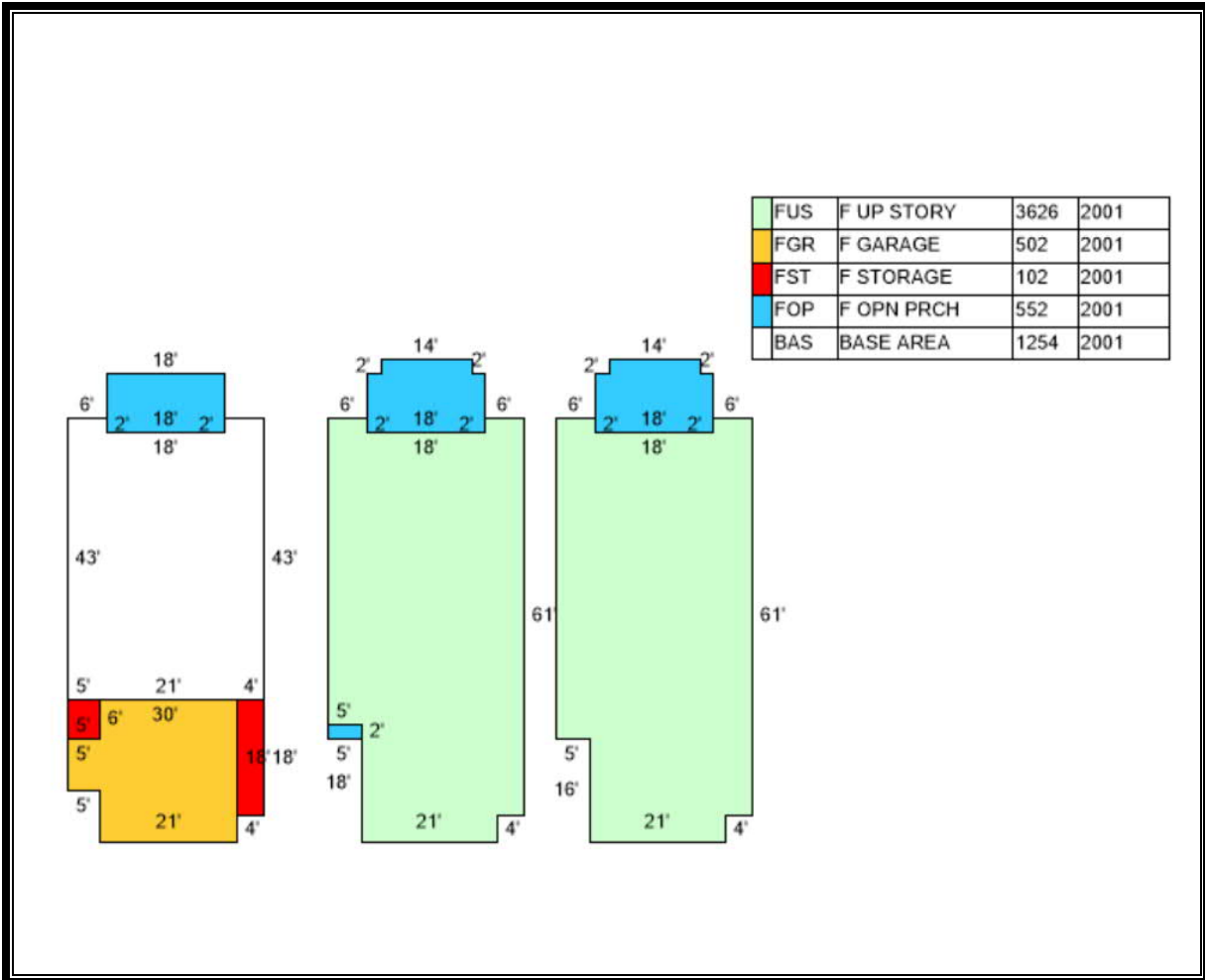
57-3535/3515
4726 Ocean Boulevard– Destin, Florida
Aerial Map



57-3535/3515
4726 Ocean Boulevard– Destin, Florida
Parcel Sketch



57-3535/3515
4726 Ocean Boulevard– Destin, Florida
Building Sketch
(Per Okaloosa County Property Appraiser)



57-3535/3515
4726 Ocean Boulevard– Destin, Florida
Transfer Deed

FILE #3442103 RCD: 3/30/2021 9:43 AM, BK: 3535 PG: 3515, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$30,100.00 DEPUTY CLERK BHILL
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

Prepared by:
Aqua Title Services
36150 Emerald Coast Parkway, Suite 101
Destin, Florida 32541

General Warranty Deed

Made this March 24, 2021 A.D. By **Robert Q. Craddock, Individually and as the Trustee of the Trustee Estate established under the Last Will and Testament of Tereesa Lynn Holifield Craddock dated September 20, 2010**, whose address is: 2700 Mountain Brook Pkwy., Mountain Brook, Alabama 35223, hereinafter called the grantor, to **Kenny A. Noah**, whose post office address is: 800 West Morris Blvd, Morristown, Tennessee 37813, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

Lot 6, DESTINY BY THE SEA, according to the Plat thereof as recorded in Plat Book 16, Page(s) 21 and 22, of the Public Records of Okaloosa County, Florida.

Being and intended to be the same premises conveyed to the Grantor herein by deed recorded March 21, 2014, in Official Records Book 3140, Page 3450, Public Records of Okaloosa County, Florida.

Parcel ID Number: **00-2S-22-0075-0000-0060**

Said property is not the homestead property of the Grantor as defined by the Constitution of the State of Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2020.

SIGNATURE(S) ON THE FOLLOWING PAGE

57-3535/3515
4726 Ocean Boulevard– Destin, Florida
Transfer Deed

BK: 3535 PG: 3516

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Kelly Newell
Witness Printed Name KELLY NEWELL

Robert Q. Craddock
Robert Q. Craddock, as the Trustee of the Trustee Estate established under the Last Will and Testament of Tereesa Lynn Holifield Craddock dated September 20, 2010

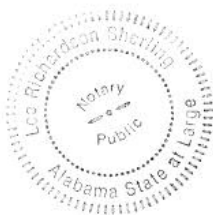
Lee Richardson Sherling
Witness Printed Name Lee Richardson Sherling

Robert Q. Craddock
Robert Q. Craddock

STATE OF Alabama

COUNTY OF Jefferson

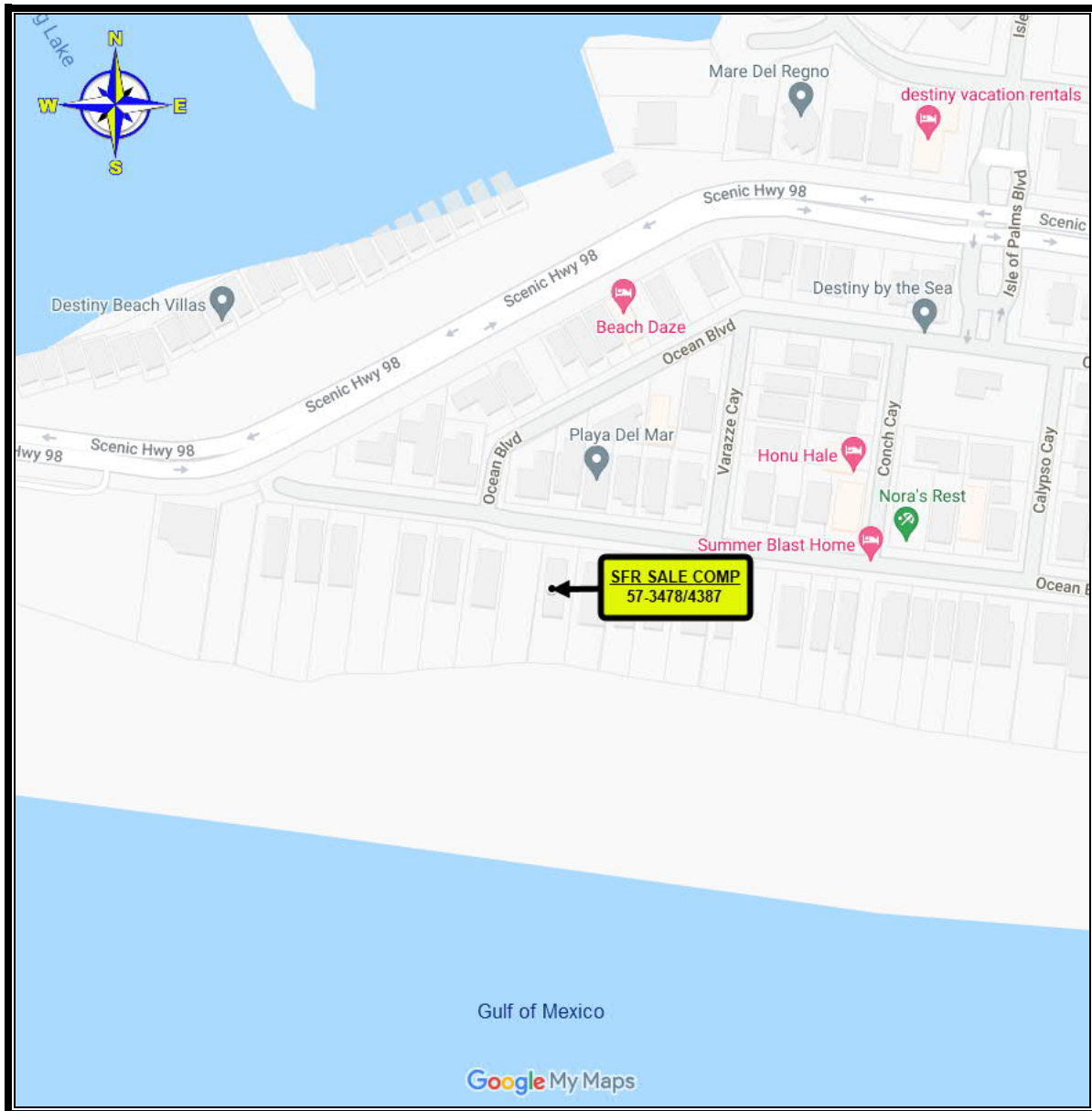
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of March, 2021, by Robert Q. Craddock, Individually and as the Trustee of the Trustee Estate established under the Last Will and Testament of Tereesa Lynn Holifield Craddock dated September 20, 2010, whom I do personally know or who has produced a valid driver's license or government issued photo ID as identification.



Lee Richardson Sherling
Notary Public
Print Name: Lee Richardson Sherling
Commission Number: _____
My Commission Expires: 10/29/2022

LEE RICHARDSON SHERLING
Notary Public, Alabama State At Large
My Commission Expires Oct. 29, 2022

57-3478/4387
4720 Ocean Boulevard– Destin, Florida
Location Map



57-3478/4387
4720 Ocean Boulevard– Destin, Florida
Transaction/Property Detail

County	Okaloosa
OR Book/Page	3478/4387
Grantor	Forty-Four Homes, LLC
Grantee	James Scott Thompson, as Trustee
Sale Date	July 27, 2020
Date of Inspection	N/A
Source of Dimensions	MLS, Okaloosa County GIS Mapping Website, Okaloosa County Property Appraiser, and Property Transfer Deed
Dimensions	See Attached Sketch
Land Area	0.189 Acres, or 8,225 Square Feet
Topography	Level to Gently Sloping
Floodplain	Flood Zone VE (Elevation 15) per FEMA Flood Map Service Center (via webgis.myokaloosa.com/webgis/)
Wetland/Vegetation	100% Uplands and Landscaped
Water Frontage	50 Feet Along the Gulf of Mexico
Improvement Area	5,567 Square Feet (Heated and Cooled) - Property Appraiser Data/MLS
Consideration	\$4,544,000
Unit Price	\$816.24 per Square Foot (Heated and Cooled)
Type of Instrument	Corporate Warranty Deed
Tax ID #	00-2S-22-0075-0000-00360
Location/Address	4720 Ocean Boulevard Destin, Florida 32541 This sale is located on the south side of Ocean Boulevard approximately 425 feet east of Scenic Highway 98 inside the city limits of Destin, Florida.
Section/Township/Range	Section 25, 2 South, 22 West
Zoning, Land Use	Crystal Beach Neighborhood (CBN) – Per City of Destin Planning Department)
Present Use	Single Family Residence
Highest and Best Use at Sale Date	Single Family Residence
Conditions of Sale	Arm's-Length Transaction
Financing	None; Cash to Seller
Encumbrances	None Noted That Would Affect Value
Improvements	See Building Detail
Utilities	Electricity; Public Water & Sewer
Verification	
Name	Craig Baranowski (Sotheby's International Realty)
Date	June 1, 2021
Phone	850-259-1788
Relationship	Buyer's Agent
Confirmed by	Michael Kevin Gay/Shannon Ross Deal, MAI

57-3478/4387
4720 Ocean Boulevard– Destin, Florida
Transaction/Property Detail

Motivation of Sale	Unknown
MLS Number	812583
Time of Exposure/Days on the Market	525 Days

Remarks	The agent confirmed the sale as arm's length.
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The primary sale improvements consist of a three story, 5,567 SF Mediterranean style residence (built in 2009) situated on 0.189 acres. The property is located in the gated Destiny by the Sea subdivision.

57-3478/4387
4720 Ocean Boulevard– Destin, Florida
Building Detail

Improvement Area	5,567 Square Feet (Heated and Cooled) – MLS/Property Appraiser
Year Built	2009 (per MLS/Property Appraiser)
Construction Quality	Very Good
Condition	Average
Effective Age	5-Years (Based on Condition at Time of Sale)
Roadway	Brick Pavers
Exterior	
Construction Type	Wood Frame with Stucco Veneer
Foundation Type	Pilings
Exterior Wall Material	Stucco Over Wood Frame
Roofing Material	Concrete Tile
Window Type	Fixed Glass
Exterior Door Type	Unknown
Car Storage	2-Car Garage (Attached)
Driveway Spaces	5
Swimming Pool	Rooftop Pool
Extra Features	Two Covered Balconies, Rooftop Sun Deck with Wet Bar & Outdoor Shower
Site Improvements	Stucco/Masonry Privacy Fence, Wood Beach Walkway (5' x 75'), Lawn Sprinkler System, Landscaping
Driveway	Brick Pavers
Remarks	N/A
Interior (Per MLS)	
Flooring Material	Hardwood, Stone, & Ceramic Tile
Ceiling Material and Finish	Painted Drywall
Wall Material and Finish	Painted Drywall
Interior Door Type	Unknown
Elevator	One
Fireplace	Two
Ceiling Height	10 Feet
Number of Bedrooms	7
Number of Bathrooms	6.5
Fixtures per Bathroom	Unknown
HVAC	Central HVAC
Extra Features	Breakfast Bar, Crown Moulding (Base & Ceiling), Raised Ceilings, Ceiling Fans, Window Treatments, Recessed Lighting, Kitchen Island, Laundry Room with Washer/Dryer Hookups

57-3478/4387
4720 Ocean Boulevard– Destin, Florida
Building Detail

Interior (Per MLS)

Appliances with Sale

Auto Garage Door Opener, Dishwasher, Disposal, Microwave, Double Oven, Self-Cleaning Oven, Refrigerator, Refrigerator with Ice Maker, & Smoke Detector

Furnishings

Fully Furnished

Remarks

Per the listing agent, the interior was in average or dated condition. Subsequent to the sale the buyer spent \$1,000,000 in cosmetic upgrades to the property.

57-3478/4387
4720 Ocean Boulevard– Destin, Florida
Photograph



Front View - MLS Photo

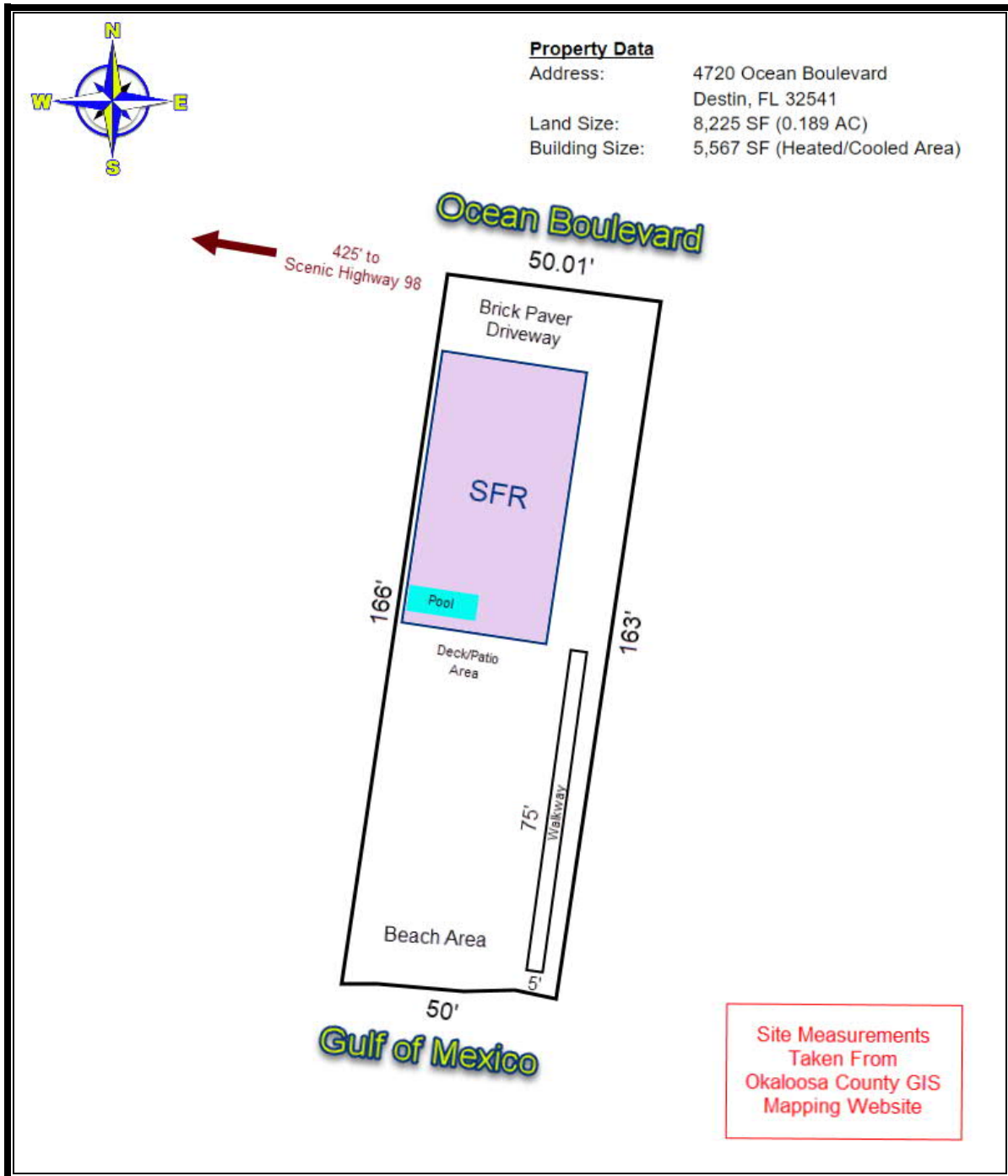


Rear View - MLS Photo

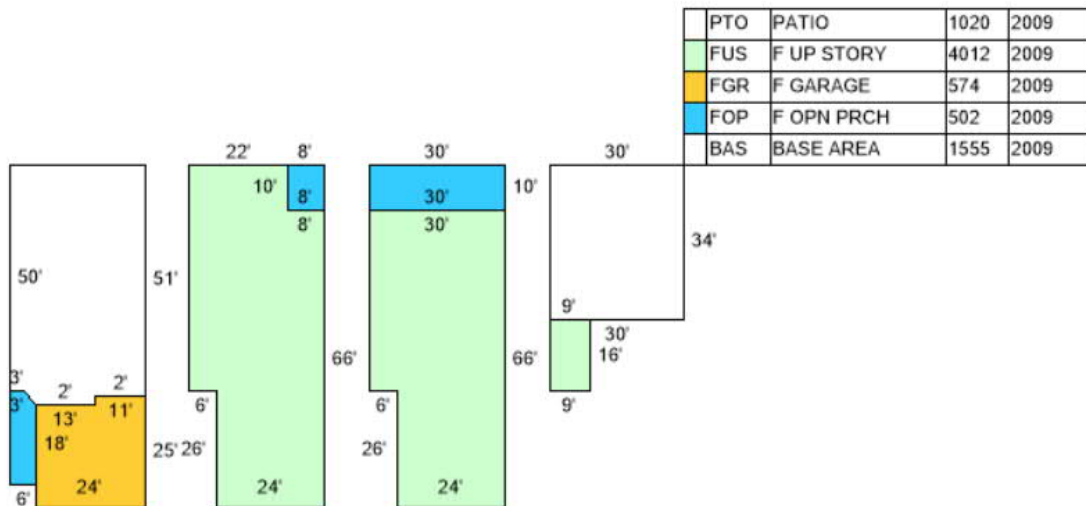
57-3478/4387
4720 Ocean Boulevard– Destin, Florida
Aerial Map



57-3478/4387
4720 Ocean Boulevard– Destin, Florida
Parcel Sketch



57-3478/4387
4720 Ocean Boulevard– Destin, Florida
Building Sketch
(Per Okaloosa County Property Appraiser)



57-3478/4387
4720 Ocean Boulevard– Destin, Florida
Transfer Deed

FILE #3377114 RCD: 7/29/2020 2:53 PM, BK: 3478 PG: 4387, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$31,808.00 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

Corporate Warranty Deed

This Indenture, made , July 27, 2020 A.D.

Between

Forty-Four Homes, LLC, a Florida Limited Liability Company, whose post office address is: P.O. Box 6855, Miramar Beach, Florida 32550, a limited liability company existing under the laws of the State of Florida, Grantor and **James Scott Thompson, and his successors in trust, as Trustee of the James Scott Thompson Trust dated October 4, 2019**, whose post office address is: 1454 Witherspoon Drive, Brentwood, Tennessee 37027, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Okaloosa, State of Florida, to wit:

Lot 3, DESTINY BY THE SEA, A Planned Unit Development, according to the Plat thereof as recorded in Plat Book 16, Pages 21 and 22, of the Public Records of Okaloosa County, Florida.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: **002S22007500000030**

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 whomsoever.

SIGNATURES ON FOLLOWING PAGE

57-3478/4387
4720 Ocean Boulevard– Destin, Florida
Transfer Deed

BK: 3478 PG: 4388

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Signed, sealed and delivered in our presence:

Forty-Four Homes, LLC, a Florida Limited Liability Company

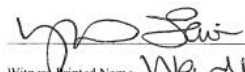
By: Forty- Four Investments L.L.C., a Florida Limited Liability Company

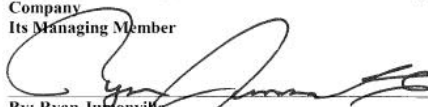
Its: Managing Member

By: Derbyshire Group, LLC, a Florida Limited Liability Company

Its Managing Member


Witness Printed Name: John Roby

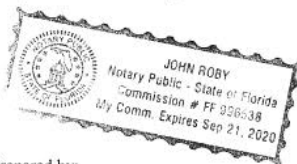

Witness Printed Name: Wendy A. Lewis

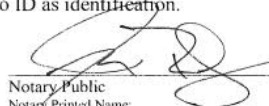

By: Ryan Jumonville
Its: Managing Member

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 27th day of July, 2020, by Ryan Jumonville, as Managing Member of Derbyshire Group, LLC, a Florida Limited Liability Company by Forty- Four Investments L.L.C., a Florida Limited Liability Company, as Managing Member of Forty-Four Homes, LLC, a Florida Limited Liability Company, on behalf of the company. He is personally known to me or has produced a valid government issued photo ID as identification.




Notary Public
Notary Printed Name: _____
My Commission Expires: _____

Prepared by:
Aqua Title Services
36150 Emerald Coast Parkway, Suite 101
Destin, Florida 32541
File Number: 20-0401

Florida Corporate Deed/Letter

Appraiser's Qualifications

Post Office Box 609
Clipley, Florida 32428

Phone (850) 544-2524
sdeal@dealsonstitle.net

Shannon Ross Deal, MAI

General Appraisal Experience

- Performed appraisal services in the following counties:
 - Alachua
 - Bay
 - Calhoun
 - Clay
 - Collier
 - Duval
 - Escambia
 - Franklin
 - Gadsden
 - Gilchrist
 - Holmes
 - Jackson
 - Jefferson
 - Lake
 - Liberty
 - Leon
 - Nassau
 - Okaloosa
 - Orange
 - Polk
 - Putnam
 - Santa Rosa
 - Seminole
 - Wakulla
 - Walton
 - Washington
- Performed appraisals including, but not limited to, the following
 - Hotel

- Gas Stations
 - Car Washes
 - Proposed Subdivisions
 - Apartment Complexes
 - Mobile Homes
 - Single-Family Homes
 - Agricultural Land
 - Leased Fee Estates
 - Leasehold Estates
 - Permanent Easements
 - Temporary Easements
 - Commercial, Industrial, Residential, Gulf-Front, and Mixed Use Vacant Land
 - Various Stand-Alone Retail Properties
 - Shopping Centers
 - Restaurants
 - Various Industrial/Warehouse Properties
 - Wetlands Valuation
 - Power and Gas Line Easement Valuation
 - Multi-Use Properties
 - Contaminated Properties
 - Special-Use Properties
- Provided the following appraisal-related services:
 - Performed Numerous Market/Damage Studies
 - Provided Litigation Support for Development of Regional Impact Properties
 - Provided Litigation Support for Special Taxing District Properties
 - Served as project manager on right of way projects.
 - Reviewed appraisal reports for condemning authorities on right of way projects.
 - Served as project manager for one of two national pilot programs enacted by AASHTO, which employed no review process for a right of way project.
 - Provided appraisal and appraisal consulting services for the following purposes:
 - Eminent Domain
 - Inverse Condemnation
 - Bert J. Harris Claims

- Apportionment of Interests
 - Mortgage
 - Divorces
 - Estate Planning
 - Capital Gains Taxes
 - Governmental Auditing
 - Code Enforcement Redevelopment Purposes
 - Title Disputes
- Qualified as an expert witness by the courts in the following counties:
 - Bay
 - Duval
 - Holmes
 - Jackson
 - Leon
 - Walton
 - Washington
 - Experienced in the proactive coordination and management of the condemnation team including land planners, engineers, surveyors, marketing experts, and accountants.

Education

General Education

- Chipola Jr. College (1989-1992) A.A. Degree
- Florida State University (1992-1994) B.S. Business Management

Licenses

- Florida – State-Certified General Real Estate Appraiser – RZ2529
- Florida – Real Estate Broker – BK662269

Professional Affiliations

- MAI Designated Member of the Appraisal Institute

**INTERLOCAL AGREEMENT BETWEEN OKALOOSA
COUNTY AND THE CITY OF DESTIN FOR ACQUISITION,
DEVELOPMENT, MAINTENANCE, AND OTHER
MATTERS RELATED TO PHASE 1 OF THE PUBLIC
BEACH ACQUISITION PROJECT**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County") and the **CITY OF DESTIN**, a municipality organized under the laws of the State of Florida (the "City") (collectively, the County and City will hereinafter be referred to as the "Parties").

WHEREAS, the Board of County Commissioners and the City Council agree that the acquisition, improvement, and maintenance of public beach is a preeminent goal, the furtherance of which ensures the continued economic viability of the County as a whole and benefits the general public; and

WHEREAS, in furtherance of this preeminent goal, the County and the City are working together to acquire additional public beach within the City's municipal limits (the "Public Beach Acquisition Project"); and

WHEREAS, the Parties anticipate that implementation of the Public Beach Acquisition Project will occur in several phases; and

WHEREAS, the City has partnered with the Trust for Public Land, Inc. (the "Trust"), to further the Public Beach Acquisition Project; and

WHEREAS, in phase 1 of the Public Beach Acquisition Project, the Trust has targeted and is under contract to purchase three parcels of real property more particularly described in the attached Exhibit "A" (the "Properties"); and

WHEREAS, the Properties are adjacent to an existing City beach park; and

WHEREAS, the Properties collectively represent the first phase of the Public Beach Acquisition Project; and

WHEREAS, the Trust has offered to sell the Properties to the City; and

WHEREAS, the County and City have each agreed to fund portions of the purchases of the Properties; and

WHEREAS, the County's portion (59%) of the purchase, demolition, and likely portions of the construction, will be funded with "Tourism Development District Funding" with the specific purpose and intent of promoting tourism by increasing beach access and therefore from a tourism perspective specifically wants the property available equally to all County residents and guests/visitors alike without hinderances; and

WHEREAS, this Agreement is intended to formalize the Parties' relationship and describe how Phase 1 of the Public Beach Acquisition Project will proceed forward; and

WHEREAS, the Parties anticipate they will enter into future Interlocal Agreements relating to the particulars of each future phase of the Public Beach Acquisition Project.

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the County and the City agree as follows:

SECTION 1. AUTHORITY. This Agreement is entered into pursuant to the provisions of Chapter 163.01, Florida Statutes, and other applicable provisions of law.

SECTION 2. RECITALS. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

SECTION 3. PARTIES. The parties to this Agreement are the County and the City.

SECTION 4. DETAILS OF PHASE 1 OF THE PUBLIC BEACH ACQUISITION PROJECT. Phase 1 of the Public Beach Acquisition Project shall consist of the acquisition, improvement, and maintenance of the Properties. The Properties consist of three separate parcels and are more particularly described in the attached Exhibit "A."

SECTION 5. FUNDING FOR THE PROJECT.

- A. Aggregate Purchase Price. The Aggregate Purchase Price for the Properties is expected to be approximately TEN MILLION, SIX-HUNDRED THOUSAND DOLLARS (\$10,600,000.00).
- B. Ancillary Closing Costs. The Parties recognize that Ancillary Closing Costs are also expected. It is estimated, but not guaranteed, that the Ancillary Closing Costs will not exceed FIFTY THOUSAND DOLLARS (\$50,000.00). The Ancillary Closing Costs shall include costs such as documentary stamps, title insurance, survey costs, recording fee, and other such costs that are incurred incident to the purchase of real property. Ancillary closing costs do not include attorneys' fees or the fees of any other professional that either of the Parties may elect to employ in the furtherance of the Public Beach Acquisition Project.

- C. Phase 1 Acquisition Cost. The Aggregate Purchase Price and Ancillary Closing Costs shall hereinafter be referred to collectively as the "Phase 1 Acquisition Costs." An itemized schedule of the expected Phase 1 Acquisition Costs is attached hereto as Exhibit "B."
- D. County's Estimated Contribution. The County shall fund 59% of the Phase 1 Acquisition Costs. Therefore, the County's estimated contribution is approximately SIX MILLION, TWO HUNDRED AND EIGHTY- THREE THOUSAND AND FIVE HUNDRED DOLLARS (\$6,283,500.00).
- E. City's Estimated Contribution. The City shall fund 41% of the Phase 1 Acquisition Costs. Therefore, the City's estimated contribution is approximately FOUR MILLION, THREE HUNDRED AND SIXTY-SIX THOUSAND AND FIVE HUNDRED DOLLARS (\$4,366,500.00).
- F. The Parties recognize that the respective contributions recited above may vary depending on the Ancillary Closing Costs.
- G. The Parties further agree that neither is responsible to pay for the attorneys' fees or the fees of any other professional that one of the Parties alone may elect to employ in the furtherance of the Public Beach Acquisition Project.
- H. The Parties recognize that the Properties are comprised of three different and unique parcels of real property and that until the closing for each, there is no guarantee that all three parcels will be acquired. The Parties warrant and agree to act in good faith and commit to make every reasonable effort to ensure that all three parcels are acquired. Should one or more of the parcels of real property comprising the Properties not be acquired, each Parties' respective contribution shall be reduced in accordance with the ratio described in this Section and Exhibit "B."

SECTION 6. CLOSINGS.

- A. Timing. Closings of each Property shall occur as soon as reasonably practicable. Because three different and individual parcels of land comprise the Properties, the Parties recognize that the closings on each parcel may not occur simultaneously. The Parties shall schedule the closings to occur on mutually agreed upon dates.
- B. Funding Warranty. The Parties warrant and agree that each shall have the ability to fund the closings on the dates the closings are scheduled to occur.
- C. Title Policy. The City shall obtain an owner's title policy with the City being the named insured as to each of the individual Properties in an amount equal to the purchase price

allocated to each respective parcel. The title policies shall ensure marketable title as to each parcel being acquired. The County shall be provided the title policies and upon review will provide concurrence/non-concurrence of the title policies.

SECTION 7. OWNERSHIP OF THE PROPERTIES.

- A. Fee Simple Title. Upon closing, the City shall own fee simple titles to the Properties.
- B. Covenants. The City shall execute and record all documentation necessary to ensure that the Properties are subject to a perpetual covenant running with the land requiring that the Properties be used only for public recreation and tourism purposes. Such documentation shall be reviewed and approved by the County prior to execution and recording by the City. In addition to traditional recreational and tourism purposes, such covenant uses may include, but shall not be limited to: parking, restrooms, changing rooms/showers, recreational/food vendors, tourism outreach booth, lifeguard stand, beach maintenance access/storage. Modification or removal of the covenants shall be via mutual consent of the parties.
- C. Future Sale, Lease, or Encumbrance of the Properties. The City shall not sell, lease, or encumber the Properties in any manner absent the written consent of the County. The intent of the Parties is to utilize the Properties for public recreational purposes. Should the City permit the Properties to be used or use the Properties in a manner inconsistent with the Parties' intent, the City shall transfer to the County fee interest in the real estate acquired hereunder sufficient to ensure that the Properties are used in a manner consistent with public recreational purposes. If the Parties should in future agree to sell the property, the proportionate amount of funding expended to acquire, design/permit and construct the park shall be returned to the County/TDD.

SECTION 8. DEVELOPMENT AND IMPROVEMENT OF THE PROPERTIES.

- A. Intent. The Parties intend that the Properties' development shall be limited to uses by the general public for general recreational purposes as typically seen at beach parks (the "Public Beach Park"). The overall goal of Phase 1 of the Public Beach Acquisition Project is to increase the amount of beach available for use by the general public and the Public Beach Park shall be designed, developed, and maintained in accordance with this overall goal. This Agreement shall be construed in a manner that reflects this overall intent.
- B. Development of the Public Beach Park.
 - a. Collaborative Process. The Parties intend to work collaboratively through all phases of development of the Public Beach Park to develop a Public Beach Park that is consistent with this intent.

- b. Comprehensive Plan and Land Development Code. Development of the Public Beach Park shall be subject to applicable provisions of the City's Comprehensive Plan and Land Development Code. Prior to, but contingent upon acquisition to become effective, or upon acquisition, if not already compliant with the City's Comprehensive Plan and Land Development Code (specifically zoning and any special use approvals) the City agrees to diligently submit and utilize best efforts to pursue such proposed changes to bring such intended use into compliance with the City's Comprehensive Plan and Land Development Code. This shall be completed with all haste to prevent any delay in the redevelopment of the property. If not completed with 12 months of each closing the City shall reimburse the County for any funds expended to date.
- c. General Design Concepts of the Public Beach Park. The Parties shall immediately begin work together in designing and implementing a cohesive and functional plan and development of the Public Beach Park that is consistent with and furthers the overall intent of Phase 1 of the Public Beach Acquisition Project. The Public Beach Park's design shall include basic amenities typically seen at beach parks generally, including but not limited to: adequate parking, restrooms/changing rooms, showers, stormwater detention, sidewalks, landscaping, boardwalks, pavilions, and similar uses. Final design of the Public Beach Park shall be subject to the approval of both the Board of County Commissioners and the City Council at duly noticed public meeting(s).
- d. Demolition. The Properties' existing structures do not further the overall intent of Phase 1 of the Public Beach Acquisition Project. Therefore, the City shall procure a qualified and duly licensed demolition contractor to demolish the existing structures. Such procurement process shall begin immediately after the effective date of this agreement and shall be issued no later than sixty (60) days from the closing of the first two properties under Phase 1. And, no later than 30 days after the closing of the third property contemplated herein.
- e. Pre-demolition Sale. If feasible, the City may elect to conduct a pre-demolition sale of any salvageable items and fixtures located on the Properties prior to demolition. If such a sale is conducted, the Parties shall be entitled to distributions of any net proceeds from said pre-demolition sale at the same ratio as their contributions described in Section 5—59% to the County and 41% to the City. Such distributions shall be retained by the City for application towards applicable future costs for the demolition and/or design costs of the park.
- f. Design, Engineering, and Permitting of the Public Beach Park. The County shall procure duly qualified and licensed engineers, design professionals from its existing professionally procured library in consultation with the City that it deems

to be reasonably necessary to design, engineer, construct, and develop the Public Beach Park. Any surveying services may be issued after signature of this agreement. Additionally, the process to secure professional permitting for design, engineering and permitting services may begin immediately after the signature of this Agreement, but may not be issued until after the closing of the first two properties. However, in any case such issuance shall occur within ninety (90) days of the first two closings under Phase I and may proceed in anticipation of the closing of the third property.

- g. Construction of the Public Beach Park. The City or County shall oversee the procurement and construction of the Public Beach Park. The decision shall rest with the City Manager, however, the goal of the Parties is for construction to commence as soon as reasonably possible after the last closing, with preference of less than 90 days and with an aggressive construction schedule.
- h. Time is of the Essence/Primary Point of Contact. The Parties agree to utilize best effort to timely bring the Public Beach Park into public service/use as quickly as possible. As such the Parties shall each appoint a lead staff person from each agency to spearhead their agency's responsibilities. Such person shall facilitate all aspects of the project to include, but not limited to: all required approvals, payments, legal sign off, signatures, permits – to include fast-tracking all City signage, building, land development code permits and all outside agency permits. The County Appointee shall be the County Public Works Director. The City Appointee shall be the Deputy City Manager. The lead staff person of either agency may be changed upon written notice to the other agency.

C. Rights and Obligations of the Parties in the Procurement Processes.

- a. Design and Permitting Procurement. Prior to initiating procurement intended to further development of the Public Beach Park, the County shall make all such procurement documents available to the City for inspection. The County shall be permitted to inspect the documents and provide input as to their contents. The City and County shall work in good faith in the drafting of the documents and all such documents shall be designed to further the Public Beach Acquisition Project's overall intent. The County in consultation with the City, shall be responsible for selecting professional firms described in Section 8(B)(f) of this Agreement that are capable of furthering the development of the Public Beach Park.
- b. Pre-Construction Procurement Funding. The County shall be responsible for 59% of the cost of any procurement of any professional firms necessary to further the development of the Public Beach Park up to construction. The City shall be responsible for 41% of the cost of any procurement of any professional firms necessary to further the development of the Public Beach Park up to construction.

Construction costs and the final distribution of those costs shall be determined after preliminary engineering estimates for construction are received from the design and permitting phase. The Parties shall bring forth an amendment to this agreement for construction funding upon bringing forth the construction plans for approval.

SECTION 9. MAINTENANCE AND OPERATION.

- a. General Maintenance. After the completion of the development, the City shall be responsible for the general maintenance of the Public Beach Park and ensuring that it is kept in a condition permitting the general public to access and enjoy the Public Beach Park.
- b. Tourist Development Taxes. Although the Parties recognize that Tourist Development Taxes may or may not be potentially available to fund maintenance of the Public Beach Park. The City shall be permitted to request such funding, the Tourist Development Council and the County shall not be required to expend Tourist Development Taxes to maintain the Public Beach Park.
- c. Parking/Entry Fees or Permits. Because funding is being partially provided by Tourism Development Taxes, parking fees and park entry fees or permits shall not be permitted at the park, unless otherwise agreed to formally by the parties. If approved, the same parking/entry fee shall equally apply to all users. Unless otherwise agreed to by the County in writing, these parking fees, if collected, must be segregated in dedicated fund for the park, to be used exclusively to maintain or otherwise improve the Public Beach Park.
- d. Beach Vending. It is the general desire of the Parties for this Public Beach Park to be open to general beach goers -- residents and visitors alike. No beach vendors for tents, umbrellas, and chairs, or other similar amenities, shall be permitted at the Public Beach Park, unless otherwise agreed in writing by the Parties.
- e. Park Vending. If agreed by the Parties in writing, minor recreation and food/drink vending, such as a food truck/cart and recreational vending such as paddleboards, kayaks, etc., may be permitted.
- f. Operation. The City shall operate the Public Beach Park and enforce all applicable laws, including City ordinances, rules, and regulations. The City shall enforce these laws, ordinances, rules, and regulations through its Code Enforcement Department and other available legal means. The City may use its short duration, special event permits for events such as weddings, temporary gatherings, trash pickups and other typically permitted activities as normally seen at public beach parks and such permits shall not be considered encumbrances on the Properties. A temporary or permanent tourism information booth shall be permitted upon the Public Beach Park.

- g. Revenue Generation. If any revenues are developed from the park, unless otherwise approved in writing by the Parties, must be segregated in dedicated fund for the park, to be used exclusively to maintain or otherwise improve this Public Beach Park.
- h. Signage/Information. The Public Beach Park design shall incorporate a permanently posted sign designating the Public Beach Park, which shall state that it was funded through a partnership between the County, the City and the Trust. The County shall review and approve the sign before it is posted and the Parties shall also consult with the Trust prior to final design approval and posting. Apart and separate from the signage above the City hereby agrees to work with the TDD to allow tourism related signage for wayfinding, a rack for material or an electronic kiosk, and website or social media promotion.

SECTION 10. TERM. This Agreement shall take effect on the last date of adoption by both the respective governing bodies and the warranties and covenants described herein shall continue in perpetuity.

SECTION 11. RECORDS AND REPORTING.

- A. The City agrees to maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the City in connection with Phase 1 of the Public Beach Acquisition Project.
- B. The County agrees to maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect the receipt, processing and payment of amounts in connection with Phase 1 of the Public Beach Acquisition Project.
- C. Neither the City nor the County shall assume any responsibility for the other entity's failure to respond, timely, or at all, to a public records request. A request upon one entity, shall not be deemed to be a request on the other entity.
- D. The City agrees to include, in all contracts for services related to Phase 1 of the Public Beach Acquisition Project, the public records statement as required under section 119.0701, Florida Statutes.

SECTION 12. REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other that it has all requisite power, authority and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement,

and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION 13. AMENDMENTS. Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the City Council and the Board of County Commissioners, and jointly executed by the parties hereto. This Agreement shall be enforced and be binding upon, and inure to the benefits of, the parties hereto and their respective survivors and assigns, if any. This Agreement shall not be assigned without the permission of all parties to the agreement.

SECTION 14. DISPUTE RESOLUTION. The Parties shall attempt to resolve any dispute that arise under this Agreement in good faith by participating in mediation. This mediation shall be in lieu of the requirements of the "Florida Governmental Conflict Resolution Act." The mediator shall be mutually agreed upon by the Parties and the cost of mediation shall be borne equally between the parties. In the event the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

SECTION 15. JURY TRIAL WAIVER. IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY TO ENFORCE ANY TERMS OF THIS AGREEMENT, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.

SECTION 16. ATTORNEY'S FEES AND COSTS. If litigation is instituted seeking to enforce the terms of this Agreement, or in any way related to this Agreement, then the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in the litigation, including fees and cost incurred in any resulting appeal, and any fees and costs incurred litigating entitlement to and the reasonableness of any attorney's fees and costs.

SECTION 17. SEVERABILITY. If any one or more of the provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this Agreement shall remain in full force and effect.

SECTION 18. GOVERNING LAW AND VENUE. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

SECTION 19. NOTICE. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the County as follows:

County Administrator
Okaloosa County
1250 Eglin Pkwy N

Suite 102
Shalimar, FL 32579

As to the City as follows:

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

SECTION 20. NO MEMBER LIABILITY. Neither the members of the governing body of the County, the City, nor anyone executing this Agreement, shall be liable personally or shall be subject to any accountability for reason of the execution by the County, the City or any executing authority of the County or the City for any act pertaining thereto.

SECTION 21. SOVEREIGN IMMUNITY. The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the County or City's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

SECTION 22. INSURANCE, LIABILITY AND INDEMNIFICATION.

- A. Each party agrees to be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of their respective officers, employees, representatives, and agents.
- B. Any contractor or consultant engaged by the City or County for work on the Phase 1 of the Public Beach Acquisition Project shall be required to protect, defend, indemnify and hold both the City and County harmless from all claims, demands, causes of action or liability resulting from injury to or death of persons or damage to or loss of property sustained as a consequence of Phase 1 of the Public Beach Acquisition Project and arising from said contractor's operations or as a proximate result of the acts or omissions of the contractor or their employees. Such agreement by the contractor or consultant shall include their indemnification as to any assessment of an administrative fine or penalty by a governmental entity for a violation of conditions of the permit and authorization related to their actions or failure to act in carrying out their contractual duties. The City and County shall require the provisions of this section to be included in all contracts between the City and County and its contractors and consultants for work or services to occur on Phase 1 of the Public Beach Acquisition Project.

SECTION 23. 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.

SECTION 24. FILING. The County and the City are hereby authorized and directed after approval, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida as provided in Section 163.01 (11), Florida Statutes.

SECTION 25. WAIVER. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year last written below.

OKALOOSA COUNTY, FLORIDA

CITY OF DESTIN, FLORIDA

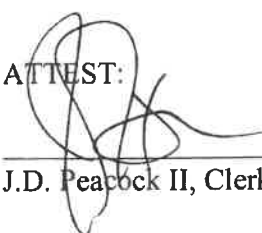
By: 
Robert A. "Trey" Goodwin, III
Chairman



By: 
Gary Jarvis, Mayor

Date: OCT 20 2020

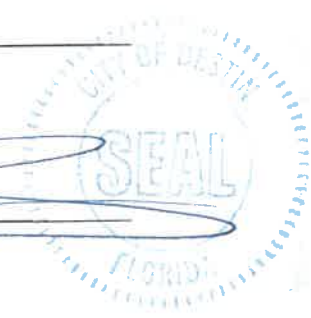
Date: 10/19/20

ATTEST: 
J.D. Peacock II, Clerk



ATTEST:

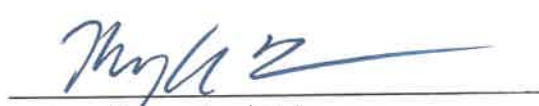

Rey Bailey, Clerk



APPROVED AS TO FORM:

APPROVED AS TO FORM:


Lynn M.
Hoshihara, County Attorney


Kyle S. Bauman, City Attorney


Kimberly Romano Kopp
City Land Use Attorney
City of Destin

Kimberly Romano Kopp, City Land Use
Attorney

EXHIBIT "A" - Legal Descriptions

CRYSTAL PORT

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.

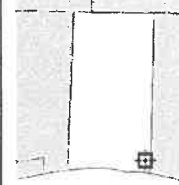
Parcel D: Lot D, Crystal Port, according to the plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

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.



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
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Developed by  Schneider
GEOSPATIAL

SHORE AT CRYSTAL BEACH EAST EXPANSION #1

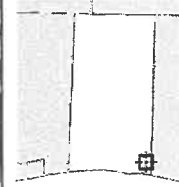
**LOT 2, THE SHORES OF CRYSTAL BEACH, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 13, PAGE 82 OF THE PUBLIC RECORDS OF OKALOOSA
COUNTY, FLORIDA**

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 Date	8/4/2017	Price	\$100	Reason	UNQUAL/FEDERAL/STATE/LOCAL	Qual	U
Acre 0.44	Mailing Address	GEMINI CAPITAL ACQUISITIONS	Ag Land Value	\$0					GOV			
Property SINGLE FAM		11767 SOUTH DIXIE HWY	Building Value	\$1,033,230	6/26/2006		\$100		QUAL/CREDIBLE,VERIF/DOC/EVIDEN		U	
Class		SUITE 263	Misc Value	\$26,103								
Taxing 10		PINECREST, FL	Just Value	\$2,741,176								
District		33156	Assessed Value	\$2,741,180								
			Exempt Value	\$0								
			Taxable Value	\$2,741,180								

Date created: 6/11/2020
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Developed by Schneider
GEOSPATIAL

SHORE AT CRYSTAL BEACH EAST EXPANSION #2

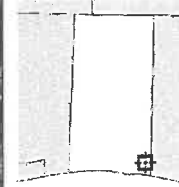
Lot 3, THE SHORES OF CRYSTAL BEACH, a Planned Unit Development, a Resubdivision of a Portion of Block B, Crystal Beach Subdivision according to the Plat thereof as recorded in Plat Book 13, Page 82, of the Public Records of Okaloosa County, Florida

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-	Physical Address	2970 SCENIC HWY 98 E	Land Value	\$1,681,850	Last 2 Sales				
	0000-0030		DESTIN	Ag Land Value	\$0	Date	Price	Reason		Qual
Acres	0.44	Mailing Address	KMB ROCKY HILL LLC	Building Value	\$890,466	5/9/2018	\$100	UNQUAL/CORRECTIVE/QCD,TD		U
(GIS)			PO BOX 6177	Misc Value	\$34,386	8/29/2014	\$2100000	QUAL/DEED EXAMINATION		Q
Property Class	SINGLE FAM		MIRAMAR BEACH, FL 32550	Just Value	\$2,606,699					
Taxing District	10			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

EXHIBIT "B"
ITEMIZED SCHEDULE OF EXPECTED CONTRIBUTIONS

	<i>City's Expected Contribution – 41%</i>	<i>County's Expected Contribution – 59%</i>	<i>Total</i>
<i>Crystal Port</i>	\$1,394,000.00	\$2,006,000.00	\$3,400,000.00
<i>Shores at Crystal Beach East Expansion #1</i>	\$1,599,000.00	\$2,301,000.00	\$3,900,000.00
<i>Shores at Crystal Beach East Expansion #2</i>	\$1,353,000.00	\$1,947,000.00	\$3,300,000.00
<i>Estimated Ancillary Closing Costs</i>	\$20,500.00	\$29,500.00	\$50,000.00
<i>Total</i>	\$4,366,500.00	\$6,283,500.00	\$10,600,000.00

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2021
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: June 29, 2021

SUBJECT: Low Speed Vehicles

I. BACKGROUND: On May 3, 2021, City Council passed a motion to table the Proposed Ordinance 20-24-LC- Low Speed Vehicles item. At the June 21, 2021 City Council meeting, a motion was passed to take this item off the table and bring information back to Council. The following includes a timeline regarding Proposed Ordinance 20-24-LC to date:

- August 20, 2020 – proposed Ordinance 20-24-LC went before the Local Planning Agency (LPA) for recommendation to City Council.
- September 21, 2020 – Ordinance 20-24-LC went before City Council. Council directed staff to remove Main Street, Airport Road, portion of Indian Bayou Trail, and the section of Gulf Shore Drive from La Paz to the intersection of Highway 98 and to have the Ordinance brought back to LPA for recommendation.
- January 12, 2021 – Mr. Burgess, Public Services Director updated the PW/S Committee on Council's direction.
- March 18, 2021 – Revised Proposed Ordinance 20-24-LC passed unanimously at a public hearing before the LPA.
- May 3, 2021 – City Council passed motion to table Proposed Ordinance 20-24-LC indefinitely.
- June 21, 2021 – City Council passed motion to bring back Ordinance 20-24-LC for discussion.

II. DISCUSSION: In the interest of providing Council all relevant information, Staff reached out to and received responses below from the Okaloosa County Sheriff's Office (OCSO) related to Low-Speed Vehicles (LSV):

As it relates to LSV's does the OCSO recommend LSV operations on Airport Road and South Main St (South of Airport to Hwy 98)?

- **OCSO Response:** OCSO does not recommend LSV's to be permitted to operate on Airport Road.

How would the OCSO enforce the no LSV operations?

- **OCSO Response:** As for the LSV's on Airport Rd. We (OCSO) would enforce the ordinance as operation of an LSV on Airport Rd. presents a danger not only to the operator but also the motoring public.

How would the OCSO deal with the Violators found in violation?

- **OCSO Response:** Should an operator of an LSV be found in violation of the purposed ordinance, deputies will escort the LSV to the nearest side street or safe location and address the situation while operating within all policies and procedures of OCSO.

As it relates to the Electric items (exception of electric vehicles) being able to operate on sidewalk does this cause any issues with the FSS 316.212(8) for OCSO enforcement?

- **OCSO Response:** The issue of electric bicycles on City sidewalks is also a safety issue and if an ordinance is adopted addressing this issue, OCSO would enforce that ordinance. Florida State Statute 316.20655 governs Electric bicycle regulations while also allowing local governments to regulate operation of electric bicycles on sidewalks, streets, and highways. **State Statue does NOT prohibit operation of electric bicycles on sidewalks.**

For clarification purposes the following definitions are provided:

- **Standard Golf Cart** is not considered to be a Low-Speed Vehicle (LSV).
- **Low Speed Vehicle (LSV)** is a properly modified golf cart that complies with the conditions set forth in Florida Statute 316.2122 and can operate legally on streets that meet designated LSV standards.

Following City Council's direction to bring back the LSV ordinance, City Staff has provided the following materials. The **Proposed Ordinance 20-24-LC, Golf Cart and LSV Information, LSV Road Map, 2007 Golf Cart Policy and Florida Statute 316.2122.** for City Council consideration.

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

III. CONCLUSION:

Staff is now seeking direction from City Council on this Ordinance. If Council desires to proceed with this ordinance in any manner, the Ordinance will come back to Council for first and second reading. If changes are made to the ordinance, it will return to LPA for review prior to returning to the City Council.

IV. RECOMMENDED MOTION:

Attachments:

1. 20-24-LC LSV Ordinance Feb 2 2021 (2)
2. City of Destin Golf Cart and LSV Information
3. LSV Roads January 2021 (2)
4. Golf Cart Policy 2007 (2)
5. FL Statute 316.2122

ORDINANCE NO. 20-24-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, REGULATING LOW SPEED VEHICLES; AMENDING ARTICLE VIII “TRANSPORTATION” AND CREATING A NEW SECTION 8.09.04 ENTITLED "ALTERNATIVE MODES OF TRANSPORTATION"; DEFINING “LOW SPEED VEHICLES”; PROVIDING FOR LIMITED OPERATION OF LOW SPEED VEHICLES ON CERTAIN CITY STREETS; PROHIBITING LOW SPEED VEHICLES ON SPECIFIED STREETS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council in providing for the health, safety and welfare of its citizens finds that the City should amend Article VIII of the Code of Ordinances to regulate low speed vehicles on city roadways; and

WHEREAS, the City Council recognizes that regulation of low speed vehicles throughout the City benefits the City, it’s residents and the public; and

WHEREAS, failure to prohibit low speed vehicles on certain roadways within the City is a hazard to the public health, welfare, safety and the quality of life of the residents and visitors of the City; and

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

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

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

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

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Land Development Code that have been skipped and remain unchanged.

SECTION 3. AMENDMENT OF ARTICLE VIII OF THE LAND DEVELOPMENT CODE.

Article VIII of the Land Development Code is hereby amended as follows:

Article VIII- TRANSPORTATION

Sec. 8.09.04.

A. Purpose and intent. The purpose of this Article is to authorize and regulate the use low-speed vehicles upon certain designated streets of the City of Destin, Florida, and establish requirements for the operation of low-speed vehicles that are more restrictive than those enumerated in §316.212 and §316.2122, Florida Statutes.

B. Limited Operation of Low Speed Vehicles on Designated Streets Within the City of Destin

A Low Speed Vehicle, as defined in Section F.S. § 320.01(41) operating in accordance with F.S. § 316.2122 and other applicable State Statutes may operate on all city-owned

streets, except as provided herein. The operation of Low Speed Vehicles is prohibited on the following roadways within the City of Destin: U.S. Highway 98, Airport Road, those portions of Main Street and Gulf Shore Drive, as depicted on the attached “Exhibit A”, attached hereto and incorporated herein by this reference.

“Unsafe” shall mean the operator of the Low Speed Vehicle has reasonably determined that operation of the Low Speed Vehicle would expose any person or property to unreasonable danger or risk. For purposes of enforcement, whether this definition of “unsafe” is met shall ultimately be determined by law enforcement or code compliance staff.

C. Enforcement. of this section 8.09.04 shall constitute a non-criminal infraction punishable pursuant to the provisions of §316.212(9), Florida Statutes. The use of a Low-Speed Vehicle resulting in violations of the Florida "Uniform Traffic Control" statute and the Florida "Uniform Disposition of Traffic Infractions Act" are punishable pursuant to chapters 316, 318, and 319, Florida Statutes, as applicable. All other city ordinances pertaining to the use of motor vehicles within the city, including, but not limited to Article VIII in its entirety, shall also apply to this article.

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

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

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

**ADOPTED THIS _____ DAY OF _____,
2020.**

By:

Gary Jarvis, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: _____

Second Reading: _____



City of Destin Golf Cart and LSV Information

A standard **golf cart** IS NOT a **Low Speed Vehicle (LSV)**.

What is the difference?

A **golf cart** is defined in section F.S. 320.01 (22) as "a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 MPH." A **low speed vehicle (LSV)** is a vehicle with a top speed greater than 20 MPH, but not greater than 25 MPH.



Do I need a valid driver's license to operate an **LSV**?

Yes! A driver's license is required. **LSV's** must be registered, titled and insured with personal injury protection (PIP) and property damage liability (PDL) insurance. **LSV's** may only be operated on streets where the posted speed limit is 35 MPH or less, or on roads designated as **LSV** friendly.

Can I drive my **LSV** on U.S. Highway 98 or State Road 293 (Danny Wuerffel Way)?

No, **Low Speed Vehicles** shall NOT be driven on U.S. Highway 98 (Harbor Boulevard/Emerald Coast Parkway) and State Road 293 (Danny Wuerffel Way).

Can an **LSV** cross U.S. Highway 98 at a synchronized traffic light?

Yes, but only from an approved **LSV** road to another approved **LSV** road.

Golf carts shall not be operated on any pedestrian sidewalk or bicycle path.

Can I drive my **golf cart** on U.S. Highway 98?

No, **golf carts** shall not be operated on any public street - Reference F.S. 316.212 "Operation of golf carts on certain roadways," or pedestrian facility (sidewalk) - Reference F.S. 316.1995 "Driving upon sidewalk or bicycle path."

To title and register an **LSV**, bring the following documents to the Okaloosa County Tax Collector Office located at:

4012 Commons Drive W Suite 122

Destin, FL 32541

850.651.7300

You must provide the following documentation:

- *Manufacturer's Certificate of Origin.
- *Form HSMV 82040 (Application for Title) flhsmv.gov/forms.
- *Proof of Florida insurance, minimum \$10,000 PDL and \$10,000 PIP.
- *Identification - driver license, ID card or passport.
- *Payment for applicable fees such as title, plate, and registration.

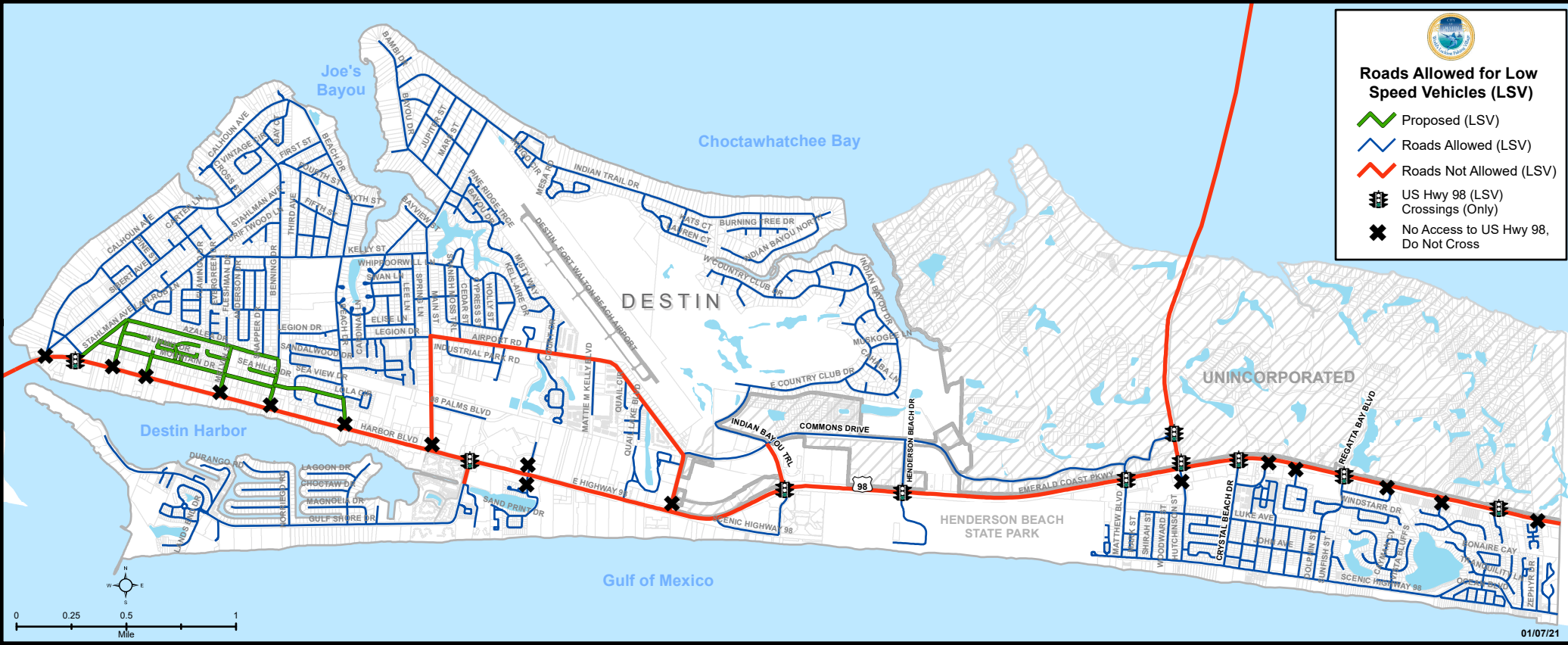
For more information on **LSV** requirements please visit flhsmv.gov/lowspeedvehicles

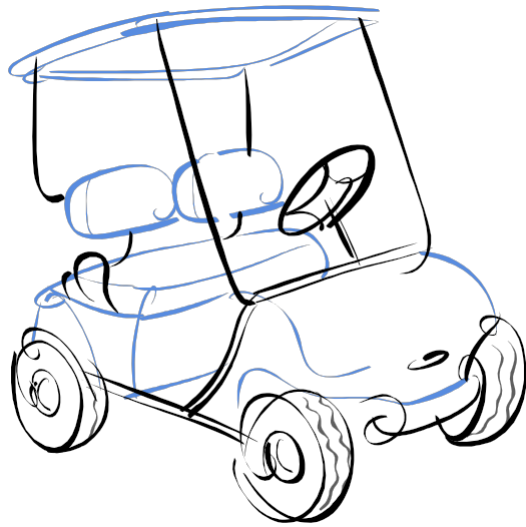




Roads Allowed for Low Speed Vehicles (LSV)

- Proposed (LSV)
- Roads Allowed (LSV)
- Roads Not Allowed (LSV)
- US Hwy 98 (LSV) Crossings (Only)
- No Access to US Hwy 98, Do Not Cross





Golf Cart Policy Clarification

PLEASE NOTE:

It is still illegal to drive golf carts on Destin streets and sidewalks.

Updated:
January 2, 2007

The Destin Golf Cart Policy was adopted by City Council contains nine policies. A complete copy can be made available upon request. The following information is provided as a public service.

I. Policies 1 – 2 are directly from Florida Statutes. The City will not set policy that conflicts with State Law.

- **Policy 1** Golf carts shall not be operated on any pedestrian facility.
Reference F.S. 316.1995 "Driving upon sidewalk or Bicycle path"
- **Policy 2** Golf carts shall not be operated on any public road.
Reference F.S. 316.212 "Operation of golf carts on certain roadways"

II. Policies 3 – 5 are statements only. They provide points of clarification and require no specific action. The two-year phase in period will have no impact on these policies.

- **Policy 3** A standard golf cart **IS NOT** a Low Speed Vehicle (LSV)
- **Policy 4** City Council shall designate certain roadways as Low Speed Vehicle Accessible (all roads in the city limits except U.S. Hwy 98/S.R. 30, Airport Road, Main Street – south of Airport Road, Mountain Drive, Palmetto Drive,

Golf Cart Policy Clarification
January 2, 2007

Marler Drive, Melvin Drive, Azalea Drive, Beach Drive – south of Mountain Drive, Benning Drive – south of Azalea Drive, Stahlman Avenue – south of Azalea Drive, Gulf Shore Drive – north of Shoreline Towers entry, Indian Bayou Trail – south of Commons Drive)

- **Policy 5** A properly modified golf cart that complies with the conditions set forth in F.S. 316.2122 “Operation of a Low Speed Vehicle on certain roadways” becomes an LSV. These may be driven on streets designated as Low Speed Vehicle Accessible.

III. Policies 6 – 9 are policies which will require funding and time to coordinate with the State, adjacent counties, and provide training to implement. The 2 year phase in period will be necessary for the proper implementation of these policies and will not conflict with any existing State laws.

- **Policy 6** Provide for public education & information campaign to promote public awareness for the City's current policy. Erect signage around the City stating that motorized vehicles on pedestrian ways are prohibited under F.S. 316.1995. Erect signage around the City showing the designated LSV friendly roads.
- **Policy 7** Provide for regulatory enforcement by the City's Code Enforcement Department as well as all federal, state & local law enforcement officials.
- **Policy 8** Provide for an inter-local agreement with Okaloosa & Walton Counties to evaluate and designate LSV friendly roadways contiguous with the city boundaries.
- **Policy 9** Recommend that City Council direct City staff to coordinate with the Division of Motor Vehicles (DMV) to provide a location in the city for the purposes of registration, inspection and licensing the LSV's.

IV. Registration:

Division of Motor Vehicles (DMV)

<u>LSV Conversions only</u>	Pensacola DMV 185c West Airport Blvd Pensacola FL 32503	(850) 475-5415
	Panama City DMV 6030 County Road 2321 Panama City FL 32404	(850) 872-4158
<u>Manufactured LSV's</u>	Registration shall be at your local County Tax Collector Office	

FLORIDA STATUTE 316.2122 OPERATION OF A LOW-SPEED VEHICLE OR MINI TRUCK ON CERTAIN ROADWAYS

316.2122 Operation of a low-speed vehicle or mini truck on certain roadways.—The operation of a low-speed vehicle as defined in s. [320.01](#) or a mini truck as defined in s. [320.01](#) on any road is authorized with the following restrictions:

(1) A low-speed vehicle or mini truck may be operated only on streets where the posted speed limit is 35 miles per hour or less. This does not prohibit a low-speed vehicle or mini truck from crossing a road or street at an intersection where the road or street has a posted speed limit of more than 35 miles per hour.

(2) A low-speed vehicle must be equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts, and vehicle identification numbers.

(3) A low-speed vehicle or mini truck must be registered and insured in accordance with s. [320.02](#) and titled pursuant to chapter 319.

(4) Any person operating a low-speed vehicle or mini truck must have in his or her possession a valid driver license.

(5) A county or municipality may prohibit the operation of low-speed vehicles or mini trucks on any road under its jurisdiction if the governing body of the county or municipality determines that such prohibition is necessary in the interest of safety.

(6) The Department of Transportation may prohibit the operation of low-speed vehicles or mini trucks on any road under its jurisdiction if it determines that such prohibition is necessary in the interest of safety.

History.—s. 1, ch. 99-163; s. 5, ch. 2009-183; s. 85, ch. 2012-174; s. 78, ch. 2013-160.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2021

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney

DATE: July 1, 2021

SUBJECT: Regulations relating to electric bicycles

I. BACKGROUND: At the last two Council meetings, Council has expressed an interest in potentially regulating electric bicycles.

II. DISCUSSION: Chapter 316 controls the regulation of electric bicycles. Pertinent excerpts from Chapter 316 are attached to this item report for Council's review. Pursuant to section 316.20655, Fla. Stat., electric bicycles are treated the same as traditional bicycles.

However, a local government may exercise the discretion afforded to it by section 316.008, Fla. Stat., to adopt an ordinance governing the operation of the electric bicycle on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: If Council desires to regulate electric bicycles, then it may provide such direction with sufficient specificity by motion. If such direction is received, City staff will develop an ordinance and schedule it for an upcoming LPA meeting.

IV. RECOMMENDED MOTION: Council's discretion.

Attachments:

1. Chapter 316^J Fla Stat excerpts

316.008 Powers of local authorities.—

(1) The provisions of this chapter shall not be deemed to prevent local authorities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police power, from:

- (a) Regulating or prohibiting stopping, standing, or parking.
- (b) Regulating traffic by means of police officers or official traffic control devices.
- (c) Regulating or prohibiting processions or assemblages on the streets or highways, including all state or federal highways lying within their boundaries.
- (d) Designating particular highways or roadways for use by traffic moving in one direction.
- (e) Establishing speed limits for vehicles in public parks.
- (f) Designating any street as a through street or designating any intersection as a stop or yield intersection.
- (g) Restricting the use of streets.
- (h) Regulating the operation of bicycles.
- (i) Regulating or prohibiting the turning of vehicles or specified types of vehicles.
- (j) Altering or establishing speed limits within the provisions of this chapter.
- (k) Requiring written crash reports.
- (l) Designating no-passing zones.
- (m) Prohibiting or regulating the use of controlled access roadways by any class or kind of traffic.
- (n) Prohibiting or regulating the use of heavily traveled streets by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic.
- (o) Designating hazardous railroad grade crossings in conformity to criteria promulgated by the Department of Transportation.
- (p) Designating and regulating traffic on play streets.
- (q) Prohibiting pedestrians from crossing a roadway in a business district or any designated highway except on a crosswalk.
- (r) Regulating pedestrian crossings at unmarked crosswalks.
- (s) Regulating persons upon skates, coasters, and other toy vehicles.
- (t) Adopting and enforcing such temporary or experimental regulations as may be necessary to cover emergencies or special conditions.
- (u) Enacting ordinances or erecting signs in the rights-of-way to control, regulate, or prohibit hitchhiking on streets or highways, including all state or federal highways lying within their boundaries.
- (v) Regulating, restricting, or prohibiting traffic within the boundary of any airport owned by the state, a county, a municipality, or a political subdivision and enforcing violations under the provisions of this chapter and chapter 318.
- (w) Regulating, restricting, or monitoring traffic by security devices or personnel on public streets and highways, whether by public or private parties and providing for the construction and maintenance of such streets and highways.

(2) The municipality, through its duly authorized officers, shall have nonexclusive jurisdiction over the prosecution, trial, adjudication, and punishment of violations of this chapter when a violation occurs within the municipality and the person so charged is charged by a municipal police officer. The disposition of such matters in the municipality shall be in accordance with the charter of that municipality. This subsection does not limit those counties which have the charter power to provide and regulate arterial, toll, and other roads, bridges, tunnels, and related facilities from the proper exercise of those

powers pertaining to the consolidation and unification of a traffic court system within such counties.

(3) No local authority shall erect or maintain any official traffic control device at any location so as to regulate the traffic on any state road unless approval in writing has first been obtained from the Department of Transportation.

(4) A county or municipality may enact an ordinance providing a fine for the violation of s. [316.1955](#) in excess of the fine specified by s. [318.18](#)(6), except that such a fine may not exceed \$250. Any such ordinance may provide for the deposit of such fines in a separate county or municipal account to be used in the following manner:

(a) One-third to be used to defray expenses for the administration of this subsection.

(b) Two-thirds to be used to provide funds to improve accessibility and equal opportunity to qualified persons who have disabilities in the county or municipality and to provide funds to conduct public awareness programs in the county or municipality concerning persons who have disabilities.

(5)(a) A county or municipality may enact an ordinance providing a fine for the violation of s. [316.1945](#)(1)(b)2. or 5. in excess of the fine specified by s. [318.18](#)(2), except that such fine may not exceed the fine specified in s. [318.18](#)(2) by more than \$3. However, such ordinance shall provide that the fines collected pursuant to this subsection in excess of the fines which would be collected pursuant to s. [318.18](#)(2) for such violations shall be used by the county or municipality for the purpose of funding a firefighter education program. The amount of the fines collected pursuant to this subsection in excess of the fines which would be collected pursuant to s. [318.18](#)(2) for such violations shall be reported on a monthly basis by the clerk of the court to the appropriate county or municipality.

(b) A county or municipality may enact an ordinance which dedicates a portion of any fine collected for a violation of such ordinance for the purpose of funding a firefighter education program, if such ordinance is limited to the regulation of parking within a firesafety zone.

(6) A county or municipality may enact an ordinance providing for the establishment of a "combat automobile theft" program, and may charge a fee for the administration of the program and the cost of the decal. Such a program shall include:

(a) Consent forms for motor vehicle owners who wish to enroll their vehicles.

(b) Decals indicating a vehicle's enrollment in the "combat automobile theft" program. The Department of Law Enforcement shall approve the color, design, and other specifications of the program decal.

(c) A consent form signed by a motor vehicle owner provides authorization for a law enforcement officer to stop the vehicle when it is being driven between the hours of 1 a.m. and 5 a.m., provided that a decal is conspicuously affixed to the bottom left corner of the back window of the vehicle to provide notice of its enrollment in the "combat automobile theft" program. The owner of the motor vehicle is responsible for removing the decal when terminating participation in the program, or when selling or otherwise transferring ownership of the vehicle. No civil liabilities will arise from the actions of a law enforcement officer when stopping a vehicle with a yellow decal evidencing enrollment in the program when the driver is not enrolled in the program provided that the stop is made in accordance with the requirements of the "combat automobile theft" program.

(7)(a) A county or municipality may enact an ordinance to permit, control, or regulate the operation of vehicles, golf carts, mopeds, motorized scooters, electric bicycles, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law. The ordinance must restrict such vehicles or devices to a maximum speed of 15 miles per hour in such areas.

(b)1. Except as provided in subparagraph 2., a personal delivery device and a mobile carrier may be operated on sidewalks and crosswalks within a county or municipality when such use is permissible under federal law. This paragraph does not restrict a county or

municipality from otherwise adopting regulations for the safe operation of personal delivery devices and mobile carriers.

2. A personal delivery device may not be operated on the Florida Shared-Use Nonmotorized Trail Network created under s. [339.81](#) or components of the Florida Greenways and Trails System created under chapter 260.

(8)(a) A county or municipality may use traffic infraction detectors to enforce s. [316.074](#)(1) or s. [316.075](#)(1)(c)1. when a driver fails to stop at a traffic signal on streets and highways under its jurisdiction under s. [316.0083](#). Only a municipality may install or authorize the installation of any such detectors within the incorporated area of the municipality. Only a county may install or authorize the installation of any such detectors within the unincorporated area of the county.

(b) Pursuant to paragraph (a), a municipality may install or, by contract or interlocal agreement, authorize the installation of any such detectors only within the incorporated area of the municipality, and a county may install or, by contract or interlocal agreement, authorize the installation of any such detectors only within the unincorporated area of the county. A county may authorize installation of any such detectors by interlocal agreement on roads under its jurisdiction.

(c) Pursuant to s. [316.0083](#), a county or municipality may use traffic infraction detectors to enforce s. [316.074](#)(1) or s. [316.075](#)(1)(c)1. when a driver fails to stop at a traffic signal on state roads under the original jurisdiction of the Department of Transportation when permitted by the Department of Transportation.

History.—s. 1, ch. 71-135; s. 3, ch. 71-982; s. 1, ch. 76-72; s. 2, ch. 83-164; s. 1, ch. 84-234; s. 1, ch. 85-227; s. 1, ch. 85-325; s. 3, ch. 86-154; s. 1, ch. 89-34; s. 25, ch. 90-330; s. 1, ch. 93-30; s. 33, ch. 94-306; s. 1, ch. 96-200; s. 4, ch. 96-350; s. 81, ch. 99-248; s. 4, ch. 2010-80; s. 1, ch. 2010-163; s. 44, ch. 2010-223; s. 16, ch. 2011-4; s. 2, ch. 2017-150; s. 2, ch. 2018-130; s. 3, ch. 2020-69.

316.2065 Bicycle regulations.—

(1) Every person propelling a vehicle by human power has all of the rights and all of the duties applicable to the driver of any other vehicle under this chapter, except as to special regulations in this chapter, and except as to provisions of this chapter which by their nature can have no application.

(2) A person operating a bicycle may not ride other than upon or astride a permanent and regular seat attached thereto.

(3)(a) A bicycle may not be used to carry more persons at one time than the number for which it is designed or equipped, except that an adult rider may carry a child securely attached to his or her person in a backpack or sling.

(b) Except as provided in paragraph (a), a bicycle rider must carry any passenger who is a child under 4 years of age, or who weighs 40 pounds or less, in a seat or carrier that is designed to carry a child of that age or size and that secures and protects the child from the moving parts of the bicycle.

(c) A bicycle rider may not allow a passenger to remain in a child seat or carrier on a bicycle when the rider is not in immediate control of the bicycle.

(d) A bicycle rider or passenger who is under 16 years of age must wear a bicycle helmet that is properly fitted and is fastened securely upon the passenger's head by a strap and that meets the federal safety standard for bicycle helmets, final rule, 16 C.F.R. part 1203. As used in this subsection, the term "passenger" includes a child who is riding in a trailer or semitrailer attached to a bicycle.

(e) Law enforcement officers and school crossing guards may issue a bicycle safety brochure and a verbal warning to a bicycle rider or passenger who violates this subsection. A bicycle rider or passenger who violates this subsection may be issued a citation by a law

enforcement officer and assessed a fine for a pedestrian violation, as provided in s. [318.18](#). The court shall dismiss the charge against a bicycle rider or passenger for a first violation of paragraph (d) upon proof of purchase of a bicycle helmet that complies with this subsection.

(4) No person riding upon any bicycle, coaster, roller skates, sled, or toy vehicle may attach the same or himself or herself to any vehicle upon a roadway. This subsection does not prohibit attaching a bicycle trailer or bicycle semitrailer to a bicycle if that trailer or semitrailer is commercially available and has been designed for such attachment.

(5)(a) Any person operating a bicycle upon a roadway at less than the normal speed of traffic at the time and place and under the conditions then existing shall ride in the lane marked for bicycle use or, if no lane is marked for bicycle use, as close as practicable to the right-hand curb or edge of the roadway except under any of the following situations:

1. When overtaking and passing another bicycle or vehicle proceeding in the same direction.

2. When preparing for a left turn at an intersection or into a private road or driveway.

3. When reasonably necessary to avoid any condition or potential conflict, including, but not limited to, a fixed or moving object, parked or moving vehicle, bicycle, pedestrian, animal, surface hazard, turn lane, or substandard-width lane, which makes it unsafe to continue along the right-hand curb or edge or within a bicycle lane. For the purposes of this subsection, a "substandard-width lane" is a lane that is too narrow for a bicycle and another vehicle to travel safely side by side within the lane.

(b) Any person operating a bicycle upon a one-way highway with two or more marked traffic lanes may ride as near the left-hand curb or edge of such roadway as practicable.

(6) Persons riding bicycles upon a roadway may not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles. Persons riding two abreast may not impede traffic when traveling at less than the normal speed of traffic at the time and place and under the conditions then existing and shall ride within a single lane.

(7) Every bicycle in use between sunset and sunrise shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a lamp and reflector on the rear each exhibiting a red light visible from a distance of 600 feet to the rear. A bicycle or its rider may be equipped with lights or reflectors in addition to those required by this section. A law enforcement officer may issue a bicycle safety brochure and a verbal warning to a bicycle rider who violates this subsection or may issue a citation and assess a fine for a pedestrian violation as provided in s. [318.18](#). The court shall dismiss the charge against a bicycle rider for a first violation of this subsection upon proof of purchase and installation of the proper lighting equipment.

(8) No parent of any minor child and no guardian of any minor ward may authorize or knowingly permit any such minor child or ward to violate any of the provisions of this section.

(9) A person propelling a vehicle by human power upon and along a sidewalk, or across a roadway upon and along a crosswalk, has all the rights and duties applicable to a pedestrian under the same circumstances.

(10) A person propelling a bicycle upon and along a sidewalk, or across a roadway upon and along a crosswalk, shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.

(11) No person upon roller skates, or riding in or by means of any coaster, toy vehicle, or similar device, may go upon any roadway except while crossing a street on a crosswalk; and, when so crossing, such person shall be granted all rights and shall be subject to all of the duties applicable to pedestrians.

(12) This section shall not apply upon any street while set aside as a play street authorized herein or as designated by state, county, or municipal authority.

(13) Every bicycle shall be equipped with a brake or brakes which will enable its rider to stop the bicycle within 25 feet from a speed of 10 miles per hour on dry, level, clean pavement.

(14) A person engaged in the business of selling bicycles at retail shall not sell any bicycle unless the bicycle has an identifying number permanently stamped or cast on its frame.

(15)(a) A person may not knowingly rent or lease any bicycle to be ridden by a child who is under the age of 16 years unless:

1. The child possesses a bicycle helmet; or
2. The lessor provides a bicycle helmet for the child to wear.

(b) A violation of this subsection is a nonmoving violation, punishable as provided in s. [318.18](#).

(16) The court may waive, reduce, or suspend payment of any fine imposed under subsection (3) or subsection (15) and may impose any other conditions on the waiver, reduction, or suspension. If the court finds that a person does not have sufficient funds to pay the fine, the court may require the performance of a specified number of hours of community service or attendance at a safety seminar.

(17) Notwithstanding s. [318.21](#), all proceeds collected pursuant to s. [318.18](#) for violations under paragraphs (3)(e) and (15)(b) shall be deposited into the State Transportation Trust Fund.

(18) The failure of a person to wear a bicycle helmet or the failure of a parent or guardian to prevent a child from riding a bicycle without a bicycle helmet may not be considered evidence of negligence or contributory negligence.

(19) Except as otherwise provided in this section, a violation of this section is a noncriminal traffic infraction, punishable as a pedestrian violation as provided in chapter 318. A law enforcement officer may issue traffic citations for a violation of subsection (3) or subsection (15) only if the violation occurs on a bicycle path or road, as defined in s. [334.03](#). However, a law enforcement officer may not issue citations to persons on private property, except any part thereof which is open to the use of the public for purposes of vehicular traffic.

History.—s. 1, ch. 71-135; s. 1, ch. 76-31; s. 2, ch. 76-286; s. 1, ch. 78-353; s. 8, ch. 83-68; s. 5, ch. 85-309; s. 1, ch. 86-23; s. 7, ch. 87-161; s. 21, ch. 94-306; s. 899, ch. 95-148; s. 1, ch. 96-185; s. 2, ch. 97-300; s. 161, ch. 99-248; s. 6, ch. 2010-223; s. 7, ch. 2012-27; s. 6, ch. 2012-181; s. 7, ch. 2020-69.

Note.—Former s. 316.111.

316.20655 Electric bicycle regulations.—

(1) Except as otherwise provided in this section, an electric bicycle or an operator of an electric bicycle shall be afforded all the rights and privileges, and be subject to all of the duties, of a bicycle or the operator of a bicycle, including s. [316.2065](#). An electric bicycle is a vehicle to the same extent as a bicycle. However, this section may not be construed to prevent a local government, through the exercise of its powers under s. [316.008](#), from adopting an ordinance governing the operation of electric bicycles on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction or to prevent a municipality, county, or agency of the state having jurisdiction over a bicycle path, multiuse path, or trail network from restricting or prohibiting the operation of an electric bicycle on a bicycle path, multiuse path, or trail network.

(2) An electric bicycle or an operator of an electric bicycle is not subject to the provisions of law relating to financial responsibility, driver or motor vehicle licenses, vehicle registration, title certificates, off-highway motorcycles, or off-highway vehicles.

(3) Beginning January 1, 2021, manufacturers and distributors of electric bicycles shall apply a label that is permanently affixed in a prominent location to each electric bicycle.

The label must contain the classification number, top assisted speed, and motor wattage of the electric bicycle.

(4) A person may not tamper with or modify an electric bicycle so as to change the motor-powered speed capability or engagement of an electric bicycle, unless the label indicating the classification number required in subsection (3) is replaced after such modification.

(5) An electric bicycle must comply with the equipment and manufacturing requirements for bicycles adopted by the United States Consumer Product Safety Commission under 16 C.F.R. part 1512.

(6) An electric bicycle must operate in a manner so that the electric motor is disengaged or ceases to function when the rider stops pedaling or when the brakes are applied.

(7) An operator may ride an electric bicycle where bicycles are allowed, including, but not limited to, streets, highways, roadways, shoulders, bicycle lanes, and bicycle or multiuse paths.

History.—s. 8, ch. 2020-69.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2021

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Lance Johnson, City Manager
Jeffrey Cozadd, Grants Manager

FROM: Kyle Bauman, City Attorney

DATE: July 1, 2021

SUBJECT: Franchise and Undergrounding Agreements with Gulf Power - Special Counsel
Scheff Wright

I. BACKGROUND: City officials have continued dialogue with Gulf Power relating to the implementation of a new electric Franchise Agreement and Undergrounding Facilities Conversion Agreement. Discussion relating to the Franchise Agreement has progressed to the point where a working draft is being presented to Council at this meeting for Council's input and direction. The UG Agreement discussion between the City and Gulf Power has steadily progressed but require some further refinement. Further information is provided in the attached memorandum from Special Counsel Scheff Wright. Special Counsel will be attending the Council's meeting.

II. DISCUSSION:

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. Franchise UG Agreements
Update.REVISED.07-01-2021
2. City of Destin - Gulf Power Electric

ITEM # 2021-3775

Franchise Agreement - Final Draft
Ordinance 7.1.2021



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June 30, 2021

MEMORANDUM

TO: LANCE JOHNSON, CITY MANAGER
KYLE BAUMAN, CITY ATTORNEY
LOUIS ZUNGUZE, COMMUNITY DEVELOPMENT DIRECTOR
JEFFREY COZADD, PROJECTS/CONTRACTS MANAGER

FROM: SCHEF WRIGHT

SUBJECT: CITY OF DESTIN PENDING AGREEMENTS WITH GULF POWER/FPL

This memo presents an update on the status of my continuing discussions and negotiations with the FPL attorneys who are representing Gulf Power with respect to our proposed and anticipated Franchise Agreement and Underground Facilities Conversion Agreement ("UG Agreement") between the City and Gulf/FPL. As I have mentioned, the division of labor on the Gulf/FPL side has me working with two attorneys, Ken Rubin on the UG Agreement and Kate Cotner on the Franchise Agreement. I had a three-way virtual meeting with both Mr. Rubin and Ms. Cotner last Friday, and I have also spoken and exchanged emails with both of them since. Here is where things stand.

Franchise Agreement

Our virtual meeting last Friday was productive and constructive; we agreed in advance that it would be good for all three of us to meet together because of the close interrelationship of the anticipated Franchise and UG Agreements. From our Friday discussion and subsequent conversations and exchanges of drafts, I believe that we have resolved the issues that had concerned me with respect to the Franchise, as well as some concerns that FPL had. Thus, I have attached a clean version of the Franchise for your review and consideration. (I can make a redline available if you wish.)

There is one decision issue for the City to consider, which I raised in the UG Project team meeting on the afternoon of Monday, June 28. The issue is this: We had proposed that the City be given the opportunity to enter into UG Agreements for TWO projects within THREE years following the Effective Date of the Franchise, and that if we are unable to reach such agreements, then the City's Right to Purchase would vest, with the opportunity for the City to "elect" (i.e., give notice to FPL that we're exercising our Right to Purchase) to purchase the Gulf Facilities then continuing for an additional year. Gulf/FPL pushed back and asked that we agree to terms that would give the City the opportunity to enter into ONE UG Agreement within TWO years following the Franchise Effective Date, with the same one-year election period beginning at the end of the initial 2-year period.

This is really the City's decision. I would recommend, as we discussed in the UG Project team meeting on Monday, that the City endeavor to sign one UG Agreement within the first 2 years following the Effective Date of the Franchise, and that the single UG Agreement cover two project segments – e.g., the Bridge to Main Street segment plus the Main Street to Airport Road segment. (Thus, in the language of the Franchise Agreement, these two segments would comprise one phase, as that term is used in the Franchise, and this would satisfy FPL's concerns with respect to this issue.) This assumes that we can afford it, which seems possible; of course, I understand that it will require further analysis and work with the City's Finance Director, the UG Project management team, and others.

You should also note that the Franchise Agreement will provide for the form of the UG Agreement to be attached to the Franchise when it is approved by Council and executed by Gulf and the City. As discussed below, we are not quite as far along on the UG Agreement, but I believe that we will be able to reach agreement on that document as well, most probably before the end of July.

With that, and subject to the City agreeing with the timing provisions discussed above and finalizing the UG Agreement, I believe that we have effective agreement between Gulf/FPL and the City on the terms and form of the Franchise Agreement.

Undergrounding Agreement

The technical title of the UG Agreement will be "Underground Facilities Conversion Agreement," which I abbreviate to "UG Agreement." (We also abbreviate it simply "UFCA.") Gulf's tariff has not included a formal agreement of this type, although FPL's tariff has had such a UFCA for years. Because both the City and Gulf/FPL want a clear statement of each party's rights and obligations, Mr. Rubin and I are working on a

UG Agreement that is similar in structure, and in many but not all details, to the FPL UFCA.

My earlier concern was to ensure that the City would get a specific credit for the Avoided Storm Restoration Costs (“ASRC”) that UG facilities enable a utility to avoid. Last year, Gulf represented that the ASRC credit would be calculated based on the differential restoration costs that Gulf experienced following Hurricane Michael; the value was – and is – approximately \$770,000 per mile of facilities converted. This is a significant benefit to the City, and Mr. Rubin confirmed to me that this will be the ASRC credit value applied in our first UG Agreement. (Since the estimated restoration cost savings are based on recent historical experience, the ASRC credit value can change over time. If no additional significant storms impact the utility, then the costs are likely to decline, but if there are additional major storm events, then the ASRC credit can, in fact, increase.)

Our tentative working agreement is that the City and Gulf will specify the project (whether it’s one segment, or two, or even more) in the first UG Agreement, and that that first UG Agreement will also include a specific dollar amount for the ASRC credit that will be based on the \$770,000/mile value, which I believe is of great value and importance to the City. Our current ability to take advantage of this value is why I have recommended to the City UG Project team that we endeavor, to the extent feasible, to have a larger project (e.g., 3 miles from Bridge to Main instead of 1.8 miles from Bridge to Airport) specified for the first UG Agreement.

Mr. Rubin and I are continuing to work on some details of the UG Agreement, but as above, I believe that we will be able to finalize those by the end of July.

Thank you again for the opportunity to be of service to the City and your citizens and to work on these important projects. If you have any questions, please call me any time.

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO GULF POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE CITY OF DESTIN, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin ("City") finds it in the public interest to ensure that all areas within its limits are adequately provided with high-quality and reliable electric service; and

WHEREAS, the City and Gulf Power Company ("Gulf Power") were previously parties to a franchise agreement embodied in the City's Ordinance No. 048, as amended; and

WHEREAS, the City has determined that the public health, safety, and welfare will be promoted and served by converting the existing overhead electric facilities within the City to underground facilities; and

WHEREAS, despite good-faith efforts by both the City of Destin and Gulf Power Company, the parties have not yet reached an agreement on the costs, terms, and conditions for converting the existing overhead electric facilities in the City to underground facilities; and

WHEREAS, the City and Gulf have continued negotiating toward an appropriate and mutually acceptable agreement for the undergrounding of overhead electric facilities in the City and for a new franchise agreement predicated on the achievement of such a mutually acceptable undergrounding agreement; and

WHEREAS, the City of Destin finds it in the public interest to retain control over the use of public rights-of-way by providers of electricity to protect the public health, safety, and welfare, to ensure against interference with the public convenience, to promote aesthetic considerations, to promote planned and efficient use of limited right-of-way space, and to protect the public investment of right-of-way property; and

WHEREAS, the City of Destin finds that the granting of this franchise is the best means of assuring that the above-described interests of the City are promoted;

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

Section 1. In consideration of the mutual benefits that will accrue to the City of Destin, sometimes referred to as the Grantor herein or as the "City," and the inhabitants thereof, on the one hand, and to Gulf Power Company, a corporation under the laws of the State of Florida, its successors and assigns, hereinafter sometimes referred to as the Grantee (or "Gulf"), on the other hand, the City of Destin hereby gives and grants to the Grantee the nonexclusive right, authority, privilege, and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate, and conduct in said City of Destin's public rights-of-way a system of electric light and power facilities, including, without limitation, conduits, poles, wires, transformers, meters, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (hereinafter called "Grantee's Facilities" or "Facilities"), for the purpose of supplying electricity and other electricity-related services incidental thereto to the Grantor and its successors and assigns, to the inhabitants of the City and to business entities operating therein, and to persons and business entities beyond the corporate

limits of the Grantor who purchase electric service from Gulf (collectively, all such inhabitants and business entities that purchase electric service from Grantee are sometimes referred to herein as “Customers”). As used in the preceding sentence, the term “other electricity-related services” means Gulf’s facility-to-facility data capabilities over the lines to identify faults, load information, and other data necessary or helpful to the provision of electric service, and which do not include any services that are sold separately to any entity. As used herein, the terms “public rights-of-way” and “Grantor’s public rights-of-way” shall mean property or any interest therein that is acquired for or devoted to a public road, including but not limited to, roadways, highways, streets, or bridges for which the City is the authority and may lawfully grant access to pursuant to applicable law, and includes the surface, the air space over the surface, and the area below the surface of such places. The rights and privileges granted hereby do not extend to any other public places of any type whatsoever, that are administered by the Grantor but not located in any space within the specific definition of the Grantor’s public rights-of-way set forth hereinabove, or to any similar places. The determination of whether a public place or public space is part of Grantor’s public rights-of-way is within the sole and sound discretion of the Grantor and, except as to whatever statutory rights the Grantee may have to install its facilities in certain road rights-of-way, which may be determined by a court of competent jurisdiction, as necessary, the Grantor’s determination may not be challenged in any way in any venue.

As appropriate to the context, each of the City and Gulf may be referred to herein individually as a “Party,” and they may be referred to collectively as the “Parties” to this Franchise Agreement. This Ordinance and the mutual agreements created by this

Ordinance and the Grantee's acceptance hereof are referred to herein as "the Franchise" or "the Franchise Agreement." The rights and privileges granted hereby are expressly subject to all of the provisions and limitations contained in this Franchise Agreement, including, expressly but without limitation, the Grantor's reserved Right to Purchase established herein and all provisions relating to the Grantor's right and ability to exercise that Right to Purchase as provided in various sections of this Franchise Agreement.

Section 2. The Facilities of the Grantee shall be installed, located or relocated, erected, maintained, and operated in accordance with good engineering practices and so as to not unreasonably interfere with vehicular (including bicycles) and pedestrian traffic over the public rights-of-way or with reasonable egress from and ingress to abutting property. To avoid conflicts with traffic, the location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with vehicular (including bicycles) and pedestrian traffic, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of the Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic. Such rules and regulations shall

recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible.

Any and all Facilities of the Grantee shall further be installed, operated, and maintained in compliance with the most current edition of the National Electrical Safety Code and all applicable provisions of the Florida Administrative Code applicable to such facilities. The Grantee's rights to operate its Facilities are and shall remain subject to all applicable valid rules and regulations of the City of Destin, Okaloosa County, the State of Florida, and the United States, as such rules and regulations may be amended from time to time.

When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from persons other than the Grantor as may be provided by law.

The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this Franchise shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of

the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 3. (a) Subject to the Grantor's Right to Purchase the Grantee's electric Facilities in the City pursuant to this Section 3 hereof (hereinafter the City's "Right to Purchase"), the Franchise granted by this Ordinance shall exist and continue for a period of thirty (30) years from the Effective Date of this Ordinance.

(b) As a condition precedent to the effectiveness of this Franchise, Grantor does hereby reserve and the Grantee hereby gives and grants to the said Grantor the irrevocable right, at and after the expiration or termination of this Franchise as set forth in Section 12 herein or upon the occurrence of certain potential events as expressly specified in Section 3(c) herein, to purchase the Grantee's Facilities and other property, including vehicles, equipment, materials, supplies, and real property and real property interests and any improvements and fixtures on such real property, within the Grantor's corporate limits subject to this Franchise used under or in connection with the Franchise hereby granted. The amount to be paid shall include the reproduction cost of the property sought to be acquired, less depreciation, together with the going concern value and severance costs. All closing costs of such purchase shall be borne by Grantor. If the Grantor and Grantee are unable to agree upon the amount to be paid, the amount shall be determined in a declaratory action which may be instituted by either Grantor or Grantee. Each party shall bear its own experts' and attorneys' fees and costs incurred in connection with such declaratory action. For clarity, the Grantee's property and property interests other than its Facilities, as defined above, including all real property, interests in real property, any improvements

or fixtures on such real property, vehicles, equipment, materials, and supplies, are also subject to the Grantor's Right to Purchase; for convenience, all such property other than the Facilities are referred to herein as "Related Property."

(c) To promote the public health, safety, and welfare of the inhabitants of the City of Destin and of all persons and entities who live, work, and conduct their business therein, Grantor plans to undertake the conversion of all overhead utility facilities, including the Grantee's electrical distribution facilities, that are presently installed using overhead technologies, within the Grantor's corporate limits to underground facilities. Grantor hereby affirms that it recognizes that, as the conversion of Grantee's overhead facilities to underground facilities is completed and each section or area of underground electrical facilities becomes operational, those facilities will be owned by the Grantee. Both Grantor and Grantee further recognize and affirm that such underground facilities will be part of Grantee's Facilities that the Grantor would acquire pursuant to its Right to Purchase as set forth herein, in the event that the Grantor exercises its Right to Purchase. As of the Effective Date of this Franchise, the Grantor and Grantee have been negotiating and continue to negotiate a definitive agreement, subject to and in accordance with the applicable rules of the Florida Public Service Commission, as to the terms and conditions, including cost allocation and Contributions in Aid of Construction ("CIAC"), for the conversion of the Grantee's overhead electric facilities to underground facilities, and the Grantor and Grantee hereby covenant to continue negotiations toward such definitive agreement in good faith. It is anticipated that the entire conversion project will be achieved in a gradual series of smaller conversion projects, each encompassing a distinct portion of the City.

As used in this Franchise, the term “phase” means any one of the smaller conversion projects encompassing a distinct portion of the City. In the event that such negotiations have not resulted in an executed definitive agreement substantially in the form attached as Exhibit 1, Underground Facilities Conversion Agreement, between the Grantor and Grantee for at least one phase of the entire conversion project by the date that is two (2) years after the Effective Date hereof, then the Grantor’s Right to Purchase pursuant to this Section 3(c) shall thereupon vest immediately in favor of the Grantor and shall continue in effect and be fully subject to election by the Grantor for a period of twelve (12) months thereafter by written notice to Grantee. Beginning when the Grantor delivers such written notice to Grantee, the Grantor will take material steps to purchase the Grantee’s Facilities in accordance with Section 3(b). If Grantor does not elect to exercise its Right to Purchase pursuant to this Section 3(c) within said twelve (12) month period, the Grantor’s Right to Purchase shall expire. For clarity, if the Grantor does not elect to exercise its Right to Purchase pursuant to this Section 3(c) by the date that is three (3) years after the Effective Date of this Franchise, then the Grantor’s Right to Purchase pursuant to this Section 3(c) shall expire, but such expiration shall in no way impact Grantor’s rights under Section 12 of this Franchise.

Section 4. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law. The Grantee recognizes its obligation to provide electric energy and power service within the City on reasonable terms and conditions at fair, just, reasonable, and nondiscriminatory

rates to all who request said service during the term of this Franchise and thereafter, as required by law or by a duly constituted public regulatory body.

Section 5. As a further consideration for the granting of the rights, privileges, and franchises hereby granted, the Grantee, its successors and assigns, shall pay to the Grantor, commencing sixty (60) days after the Effective Date hereof, within thirty (30) days after the first day of each month thereafter for the remainder of the term of this Franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations during the Grantee's monthly billing period ending 30 days prior to each such payment will equal six (6%) percent of the Grantee's billed revenues, less actual write-offs, exclusively from the sale of electrical energy to customers served under Grantee's residential, commercial, and industrial rate schedules (as such customers and rate schedules are defined by Gulf Power's Tariff for Retail Electric Service) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event (subject only to the "Favored Nations" provisions in Section 7) shall payment for the rights and privileges granted herein exceed six percent (6%) of such revenue for any monthly billing period of the Grantee.

The City expressly covenants that it will dedicate any amounts received as franchise consideration that are over and above four (4) percent of Grantee's revenue from the furnishing of electric service to Customers served under Grantee's residential, commercial, and industrial rate schedules within the City to be used solely

for the purpose of financing the conversion of existing overhead utility facilities to underground facilities; provided that a minimum of ten (10) percent of all such revenues dedicated to the conversion of utility facilities to underground facilities shall be set aside and used exclusively for landscaping of the underground conversion areas, where such landscaping shall specifically include planting, to the maximum extent possible, in the opinion of a certified arborist, native tree species including Southern magnolia and live oak trees. Any such landscaping must comply with Grantee's vegetation policies to the extent applicable.

The Grantor understands and agrees that such revenues as described in this paragraph are limited to the precise revenues described therein.

The Parties expressly agree that the above-stated franchise fee provisions have been freely bargained for and represent fair and just compensation relative to the fair rental value of the rights-of-way and the other consideration given by the City to Gulf pursuant to this Franchise, including the fact that, as recognized by the City and Gulf, the electric facilities thus converted from overhead to underground will be owned by Gulf upon the completion of such conversion, including the completion of each phase of the conversion. In recognition of the foregoing agreement, each Party, intending to be legally bound, agrees not to contest or seek to limit or change the amount of the franchise fee provided for herein in any legal, regulatory, or legislative proceedings of any type whatsoever.

Section 6. As a further consideration, during the term of this Franchise or any extension thereof, and subject to the Grantor's Right to Purchase Gulf's electric Facilities in the City pursuant to Section 3 and Section 12 hereof, the Grantor agrees:

(a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee, and (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies), provided that the City shall not be considered a "third party" or an "other retail customer" for purposes of this provision. For clarity, the Parties recognize and agree that the City's exercise of its Right to Purchase shall not constitute a violation or breach of the City's covenant not to compete against Gulf in the business of selling electric service.

Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions that are subject to the provisions of the Federal Power Act. The Grantor retains the right to generate and distribute electric power for its own use and the right to operate emergency generating facilities owned by the Grantor for purposes of serving critical facilities (e.g., nursing homes, water and wastewater treatment plants, and similar facilities) during declared emergencies such as hurricanes or tropical storms.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or

electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person, provided that Grantee shall ensure by all means necessary that such purchases shall be made at the rates offered by the Grantee for the term of such transaction, and provided further that, if for any reason the Grantee does not honor its obligation to serve the Grantor's facilities at the rates offered by the Grantee for the term of the transaction, such failure shall entitle Grantor to terminate the transaction and purchase electric capacity and/or electric energy from another provider. If the Grantee does not agree to rates, terms and conditions which equal or better the other person's offer, then the Grantor shall be permitted and entitled to enter into the proposed transaction with the other person, and all of the terms and conditions of this Franchise shall remain in effect.

Section 7. As part of the mutual and reciprocal exchange of consideration pursuant to this Franchise, the Parties hereby agree to the following reciprocal covenants to offer improved franchise terms to each other upon the occurrence of certain conditions or events, such terms being generally recognized as "Favored Nations" provisions in agreements of this type. (a) If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or

maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this Franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this Franchise Agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice. Any such termination of this Franchise Agreement by the Grantee shall result in the immediate vesting of the Grantee's Right to Purchase set forth in Section 3(b) of this Franchise Agreement.

(b) Upon request, Grantee shall furnish City a copy of all other municipal franchises that it is granted, or that it has been granted, from time to time during the life of this Franchise. If the Grantee (i) enters into a franchise agreement or similar agreement with any other municipality or county in Florida that provides for a franchise fee rate greater than the maximum rate allowable under this Franchise, under the same terms and conditions as specified in Section 5 hereof, the Grantee, upon written request of the Grantor, shall negotiate and enter into a new franchise agreement with

the Grantor in which the percentage to be used in calculating monthly payments under Section 5 hereof shall be no greater than that percentage which the Grantee has agreed to use as a basis for the calculation of payments to the other municipality, provided, however, that such new franchise agreement shall include additional benefits to the Grantee, in addition to all benefits provided herein, at least equal to those provided by its franchise agreement with the other municipality. Subject to all limitations, terms and conditions specified in the preceding sentence, the Grantor shall have the sole discretion to determine the percentage to be used in calculating monthly payments, and the Grantee shall have the sole discretion to determine those benefits to which it would be entitled, under any such new franchise agreement.

Section 8. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this Franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this Franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the

consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this Franchise Agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice. Any such termination of this Franchise Agreement by the Grantee shall result in the immediate vesting of the Grantee's Right to Purchase set forth in Section 3(b) of this Franchise Agreement.

Section 9. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this Franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal by either Party) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions, terms, or requirements of this Franchise, and the Grantee shall have six months after such final determination to cure the default before a forfeiture shall result. The Grantor, in its sole discretion, may grant such additional time to the Grantee for compliance as necessities in the case require. If any alleged breach or failure of the Grantee to comply with the provisions, terms, or requirements of this Ordinance and Franchise shall occur before the date upon which the Grantor's Right to Purchase Grantee's Facilities vests hereunder, as provided in this Franchise, then the Grantee shall have the opportunities set forth above to cure such breach or failure. If at any time during the term of this Franchise Agreement Grantee has been adjudicated to have failed to comply with the Franchise

and subsequently fails to accomplish such cure within a reasonable time, the Grantor's Right to Purchase shall thereupon immediately vest in Grantor.

Section 10. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this Franchise, including but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with vehicular (including motor and bicycle) or pedestrian traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this Franchise and entitle the Grantee to withhold a portion of the payments provided for in Section 5 hereof, such portion being demonstrably commensurate with any cost or loss suffered by Grantee as a result of the Grantor's action, until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination, after the expiration or exhaustion of all rights of appeal by either Party, in the matter. The Grantor recognizes and agrees that nothing in this Franchise Agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right as provided by law. The Grantee recognizes and agrees that nothing in this Franchise Agreement constitutes or shall be deemed to constitute a waiver of the Grantor's delegated sovereign right of condemnation and that the Grantor, in its sole discretion, may exercise such right as provided by law, provided that the Grantor shall not exercise such right so as to violate the Grantor's covenant, set forth in Section 6 hereof, not to compete against the Grantee

in the distribution and/or sale of electricity to ultimate consumers during the term of this Franchise.

Section 11. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this Franchise, at the Grantor's expense, examine the records of the Grantee relating directly to the calculation of the franchise fee payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Section 12. Grantor hereby reserves and the Grantee hereby gives and grants to the Grantor the irrevocable right, at and after the expiration or termination of this Franchise as may be permitted or provided herein, to purchase the Facilities and Related Property on the terms and in the manner set forth in Section 3(b) hereof. Nothing contained herein shall require the Grantor to acquire the Grantee's property.

Section 13. The provisions of this Franchise Agreement are interdependent upon one another, and if any of the provisions of this Franchise Agreement are found or adjudged to be invalid, illegal, void or of no effect, the entire Franchise Agreement may

be terminated by either Party, provided, however, that in the event that this Franchise Agreement is terminated by either Party pursuant to this provision of this Franchise Agreement, the Grantee expressly recognizes and agrees that the Grantor's Right to Purchase pursuant to Section 3(b) shall thereupon immediately vest in Grantor.

Section 14. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 15. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 16. Grantee shall be responsible for ensuring that it bills its Customers the correct franchise fees, and other taxes or fees. Within thirty (30) days following the Grantee's acceptance of this Franchise, Grantor shall provide an updated map of the Grantor's city limits to Grantee. If the city limits of the Grantor are altered, via annexation or some other method, then Grantor shall provide an updated map to Grantee within thirty (30) days of said alteration of the city limits. In the event that the Grantor fails to timely deliver any map as required hereunder, the Grantee shall not be liable for any mistakes in billing or collection due to such failure, and the Grantor shall, upon written request of the Grantee, promptly furnish a current map.

Section 17. As a condition precedent to the taking effect of this Ordinance and Franchise Agreement, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this Ordinance. The effective date of this Ordinance shall be the date upon which the Grantee files such acceptance.

Section 18. Effective Date: This Ordinance shall be effective on the ____ day
of _____, 2021.

PASSED on first reading this ____ day of _____, 2021.

PASSED AND ADOPTED on second reading this ____ day of
_____, 2021.

CITY OF DESTIN, FLORIDA

By: _____

ATTEST:

By: _____ (SEAL)
Clerk of the City of Destin, Florida

APPROVED AS TO FORM AND LEGALITY

City Attorney, City of Destin, Florida

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Input:	
Document 1 ID	file:///C:/Users/BXW0PJE/OneDrive - NEE/Desktop/CITY OF DESTIN FRANCHISE. 051321docx.docx
Description	CITY OF DESTIN FRANCHISE. 051321docx
Document 2 ID	file:///C:/Users/BXW0PJE/OneDrive - NEE/Desktop/CLEAN CITY OF DESTIN FRANCHISE 051321.docx
Description	CLEAN CITY OF DESTIN FRANCHISE 051321
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
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Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	23
Deletions	12
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	35

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2021

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

THRU: Jeffrey Cozadd, Grants Manager
Donald Smith, City Engineer
Kyle Bauman, City Attorney
Krystal Strickland, Finance Director
Lance Johnson, City Manager

FROM: Lance Johnson, City Manager

DATE: 6/29/21

SUBJECT: Capt. Royal Melvin Heritage Park Change Order Approval

I. BACKGROUND: Captain Royal Melvin Heritage Park is being renovated with funding from a Restore Grant through Okaloosa County and the US Department of Treasury. GLC Contracting Inc. is the general contractor. The Notice To Proceed was issued January 4, 2021 and the date of substantial completion is October 30, 2021.

II. DISCUSSION: Change Order 8 includes the following changes, these were suggested by Mr. Mike Buckingham and approved by City staff to provide a safer, more resilient, and easily maintained facility. The changes are consistent with the new Captain Leonard Destin Park that is being praised by residents, visitors, and staff.

Delete the interior stud wall and replace with a block wall. In addition; Removing all drywall, tile, insulation, and other items that would be susceptible to high corrosion with such a damp environment.

Modifying all electrical to run on exterior surfaces.

Replace the ADA accessible ramp retaining wall with stainless steel handrail. This will maintain the view plane and create a safer environment.

Increase lighting on the lower portion of the park. As this park is anticipated to be highly utilized, especially at night, the need for lighting to create a safe and inviting environment is critical to the success of the park.

Relocate the electrical box as it was not shown on the original plans.

A. Link to Strategic Goals / Objectives: 4A-4 Complete Restore Act protect: Captain Royal Melvin Heritage Park

B. Effect on Budget (EOB): The change order in the amount of \$69,818 will be funded by an internal transfer of General Fund dollars that were intended to purchase a third beach property this fiscal year. The internal budget transfer is attached. The total effect on budget is in the table below.

	30255231	30455236	30557233		31557232		
	2002 CIP	2009 Harbor	RESTORE	31553732	Park Impact	30558500	
FY2021 Budget	Bond	CRA Bond	Grant	NPEB	Fees	GF CIP	TOTAL
565000-CRH63	\$ 28,139	\$ 16,248	\$ 1,216,530	\$ 18,025	\$ 55,971	\$ -	\$ 1,334,913
Construction-Captain Royal Melvin							
Internal Transfer					745	116,505	117,250
Previous Expenses/Encumbrances	(28,139)	(16,248)	(1,216,530)	(18,025)	(56,716)	(46,687)	(1,382,345)
Available Program Budget	-	-	-	-	0	69,818	69,819
This Agreement +(-)						(69,818)	(69,818)
FY21 Remaining Program Budget	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ 0	\$ 1

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to approve Change Order #8 and authorize the City Manager to execute.

Attachments:

1. CRM CO 8
2. CRH63 CO8 Internal Budget Txfr

EXHIBIT "G"

CHANGE ORDER FORM

Project: **City of Destin, Florida**

RFP NO. 20-08-REC

CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT

CHANGE ORDER NO. 8

DATE OF ISSUANCE: 6/22/21

CONTRACTOR: GLC Contracting, Inc.

EFFECTIVE DATE: _____

ENGINEER: Jenkins Engineering, Inc.

OWNER'S CONTRACT NO.: 20-08-REC

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>1,335,677.45</u>	Original Contract Times Substantial Completion: <u>210</u> Ready for final payment: <u>240</u> days or dates
Net changes from previous Change Orders No. <u>1</u> to No. <u>7</u> \$ <u>43,194.50</u>	Net change from previous Change Orders No. <u>1</u> to No. <u>7</u> <u>138</u> days
Contract Price prior to this Change Order \$ <u>1,378,871.95</u>	Contract Times prior to this Change Order Substantial Completion: <u>10/30/21</u> Ready for final payment: <u>11/30/21</u> days or dates
Net Increase (decrease) of this Change Order \$ <u>69,818.34</u>	Net Increase (decrease) of this Change Order <u>φ</u> days
Contract Price with all approved Change Orders \$ <u>1,448,690.29</u>	Contract Times with all approved Change Orders Substantial Completion: <u>10/30/21</u> Ready for final payment: <u>11/30/21</u> days or dates

CHANGES ORDERED:

- I. GENERAL This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications, and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

Change Order No. 8

II. REQUIRED CHANGES: _____

1. DELETE 3 1/2' CMU, REPLACE w/ Cable Ra-1
2. REVISE Bathroom per addendum #2
3. ELECTRICAL REVISIONS per C.O.D P.M.
4. RELOCATE electrical box. If additional relocations occur additional costs will incur.

III. JUSTIFICATION: _____

SEE EXHIBITS A - E

IV. PAYMENT: _____

V. APPROVAL AND CHANGE AUTHORIZATION: _____

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order Request by: _____

Change(s) Ordered by: _____

RECOMMENDED BY:

Jenkins Engineering, Inc.

(Engineer)

By: _____
(Authorized Signature) (Date)

(Title)

APPROVED BY:

The City of Destin

(Owner)

By: _____
(Authorized Signature) (Date)

ACCEPTED BY:

GLC Contracting, Inc.

(Contractor)

Joseph P. Garvie 6/25/21
(Authorized Signature) (Date)

Joseph P. Garvie - Vice President

(Title)

Add
Amount
\$ 15,162.00

Delete 3 1/2 ft of CMU retaining wall and replace with cable rail - match existing

See Exhibit B for calculations

See Exhibit C for Handrail costs

Handrail costs current, valid until 7/10/21

Revised Bathroom Per Addendum #2

	SOV Item	Deduct Amount
ITEMS REMOVED FROM PAY APP		
Wood in Wall Blocking	38	\$ 731.81
Insulation Ceiling	45	\$ 2,583.36
Insulation Walls	46	\$ 3,110.40
Wall Framing	47	\$ 3,223.04
Soffit & Ceiling Framing	48	\$ 3,181.94
Wall Gypsum	50	\$ 3,461.81
Ceiling Gypsum	51	\$ 966.31
Quarry Tile	53	\$ 4,082.40
Wall Base Tile	55	\$ 1,857.60
Wall Tile	56	\$ 5,132.16
Paint Interior Walls & Ceilings	57	\$ 3,229.20
Total Deduction		\$ 31,560.03

ITEMS ADDED	Quantity	Unit	Labor	Materials	Equipment	Add Amount
Thickened slab for CMU walls	4.4	CY	\$ 2,000.00	\$ 1,050.00	\$ -	\$ 3,050.00
6" CMU @ 32" o.c. vertical rebar	624	Block	\$ 7.00	\$ 4.40	\$ -	\$ 7,113.60
Stained and Sealed Concrete Bathroom Floor	520	SF	\$ 4.50	\$ 1.50	\$ -	\$ 3,120.00
Paint Base Trim - Included in deleted item above-add back	76	LF	\$ 1.00	\$ 1.00	\$ -	\$ 152.00
Masonry Acrylic Coating including block fill-Walls	1,653	SF	\$ 4.50	\$ 1.50	\$ -	\$ 9,918.00
Masonry Acrylic Coating including block fill-Ceiling	520	SF	\$ 5.50	\$ 1.50	\$ -	\$ 3,640.00
Subtotal for Items Added:						\$ 26,993.60
Additional Electrical - this work was revised in the field on May 25, 21 by Mike Buckingham and CoD, there are no plans to support						\$ 48,616.03
See Exhibit D for Subcontract Costs						
See Exhibit E for photo of changes. City must confirm all changes with Mike						
Relocate Electrical Box-this is for the original move, any additional requests will incur additional costs						\$ 1,500.00
Subtotal for total adds and deducts			\$15,162 - \$31,560.03 + \$26,993.60 + \$48,616.03+\$1,500			\$ 60,711.60
Contractors O&P - 15%						\$ 9,106.74
Total Change Order 8:						\$ 69,818.34

EXHIBIT B

RE Wall - Delete CMU Add Handrail

	Original	Final
CMU Quantity	3,447	2,288
Difference		(1,159)

Quantity of CMU = LF of Wall x Wall Height Deleted/Area per CMU
 $294 \text{ LF} \times 3.5 \text{ FT} / (0.6666 \times 1.333)$

COST DIFFERENCE

CMU (\$15.18/EA)	\$ (17,595)
Stucco (\$6.5/SF)	\$ (13,377)
Handrail Materials	\$ 35,815
Handrail Posts Labor	\$ 3,850
Handrail Installation	\$ 6,468

1159 x (Labor \$10.78/Each + Materials \$4.4/Each)

\$10.78 is weighted average - See Below

294 LF x 3.5' x 2 Sides x \$6.5/SF

See Attached Quote

77 Posts at \$50/Each

294 LF x \$22/LF (\$50/Post + \$22/LF = \$35/LF Total)

\$35/LF - RS Means Estimating 2018 Edition

Difference \$ 15,162

CMU Labor Cost Weighted Average

SUMMARY

		Labor	
H = 10	128	\$ 12.00	\$ 1,536.00
H = 8	44	\$ 12.00	\$ 528.00
H = 6	83	\$ 10.00	\$ 830.00
H = 4	38	\$ 7.00	\$ 266.00
	293		\$ 3,160.00

See Plan S3.0 Detail 1, Bar O Spacing

Uprights Every 8"

Uprights Every 8"

Uprights Every 16"

Uprights Every 32"

$\$3,160 / 293 = \$ 10.78$

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QUOTE NUMBER

126264-2

QUOTE DATE

6/22/2021

QUOTE EXPIRATION

7/10/2021

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CUSTOMER CONTACT		CUSTOMER PHONE #	CUSTOMER FAX #	JOB NAME	ESTIMATED LEAD TIME	
BILL GARVIE		8502599506	8502432612	CAPT MELVIN PARK RAMP RAIL ADD		
SHIP VIA	FREIGHT TERMS	SHIPPING POINT		PAYMENT TERMS	PAGE	COPIES
BWAY	PREPAY & ADD	ORLANDO, FLORIDA		CHARGE TO BANKCARD	1 OF 4	
QUANTITY QUOTED	▲ UM	PRODUCT NUMBER	PRODUCT DESCRIPTION	T X	PRICE PER UNIT OF MEASURE	EXTENSION
			***** ADDITIONAL APPROVAL REQUIRED ***** POWDER COATED SYSTEM *****			
1	EA	0690TN	WIRE ROPE AND CABLE CUTTER	Y	72.20000	72 20
1	EA	CBLHCT1	CABLE HYDRAULIC CRIMPING TOOL	Y	55.30000	55 30
650	EA	CBS1	CORNER BRACKET SCREW #14 X 3/4" (19.1MM)	Y	0.42000	273 00
50	EA	ECS1	END CAP SCREWS 12 X 3/4" (19.1MM)	Y	0.40700	20 35
400	EA	TEK1	TEK SCREW SQR.HEAD TAPPING #8 X 3/4"	Y	0.19400	77 60
1	EA	PKTR241S	ROUND PICKET SILVER METAL 3/4"(19.1MM)DIA. 20'1" (6.12M)	Y	44.23000	44 23
78	EA	P48S	SQUARE POST ONLY SILVER METAL 2-3/8"(60.3MM); 48"(1219.2MM)	Y	41.66000	3 249 48
			BLANK POSTS NO PREP FIELD FABRICATION REQUIRED			
160	EA	RCB2	RAIL CONNECTING BLOCK 1" (25.4MM) LONG	Y	1.18000	188 80
350	EA	RCBS	STAINLESS STEEL RAIL BLOCK	Y	0.22500	78 75

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EA - EACH	ML - MILLILITER	SL - STOCK LENGTH
FT - FOOT	MM - MILLIMETER	ST - SET
		YD - YARD

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BILL GARVIE	8502599506	8502432612	CAPT MELVIN PARK RAMP RAIL ADD	

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BWAY	PREPAY & ADD	ORLANDO, FLORIDA	CHARGE TO BANKCARD	2 OF 4	

QUANTITY QUOTED	▲ UM	PRODUCT NUMBER	PRODUCT DESCRIPTION	T X	PRICE PER UNIT OF MEASURE	EXTENSION
22	EA	BRPKTS	SCREW #10 X 2" (50.8MM)	Y	93.05000	2 047 10
22	EA	BRF241S	BOTTOM RAIL PICKET	Y	40.41000	889 02
19	EA	1FPKTS	SILVER METAL 20'1" (6.12M)	Y	69.27000	1 316 13
19	EA	3XTR241S	BOTTOM RAIL INFILL	Y	160.72000	3 053 68
6	EA	3XDECS	SILVER METAL 20'1" (6.12M)	Y	4.47000	26 82
6	EA	AR1ECS	TOP PICKET INFILL	Y	26.50000	159 00
148	EA	CB350L	SILVER METAL 20'1" (6.12M)	Y	3.86000	571 28
2	EA	CB350R	SLVR METL. 300X TOP RAIL 20'1"	Y	4.34000	8 68
30	EA	RCB36	SLVR METL. 300X DECOR. END CAP	Y	4.66000	139 80
32	EA	TCP1	ARS END CAP FOR 1-1/2"(38.1MM)	Y	1.86000	59 52
8	PR	TCP2	DIA RAIL SILVER METAL	Y	9.79000	78 32
78	EA	CBLH110K	ADJUSTABLE LH TOP RAIL FAST.	Y	23.87000	1 861 86
26	EA	CBLH120K	ADJUSTABLE RH TOP RAIL FAST.	Y	24.35000	633 10
			PLATE 2-3/8" (60.6MM)			
			ADJUSTABLE RH TOP RAIL FAST.			
			PLATE 2-3/8" (60.6MM)			
			HAND RAIL CONNECTING BLOCK			
			6" (152 MM) LONG			
			TOP CAP SPLICE PLATE			
			FOR ALUMINUM RAILS			
			ARS TOP RAIL SPLICE PINS			
			1/8" DIA.X 10FT.S/S CABLE KIT			
			1/8" DIA.X 20FT.S/S CABLE KIT			

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QUANTITY QUOTED	▲ UM	PRODUCT NUMBER	PRODUCT DESCRIPTION	T X	PRICE PER UNIT OF MEASURE	EXTENSION
52	EA	CBLH125K	1/8" DIA.X 25FT.S/S CABLE KIT	Y	32.38000	1 683 76
26	EA	CBLH130K	1/8" DIA.X 30FT.S/S CABLE KIT	Y	35.21000	915 46
26	EA	CBLH135K	1/8" DIA.X 35FT.S/S CABLE KIT	Y	32.85000	854 10
13	EA	CBLH145K	1/8" DIA.X 45FT.S/S CABLE KIT	Y	43.72000	568 36
221	EA	CBLH2TT1	2.5" SS THRD TERM - 1/8"	Y	7.88000	1 741 48
6	EA	CBLHAS1	ANTI SEIZE LUBRICANT - CABLES	Y	5.38000	32 28
221	EA	CBLHBT1	SS BUTTON TERMINAL FOR - 1/8"	Y	10.14000	2 240 94
2	EA	AR90S	90 DEGREE CORNER SILVER METAL	Y	85.68000	171 36
			1-1/2" (38.1MM) DIAMETER			
2	EA	ARSFTR	CSTM TOP RAIL CRNR PER DWG	Y	159.04000	318 08
4	EA	ARWR1S	QUICK CONNECT WALL HANDRAIL	Y	83.36000	333 44
			RETURN SILVER METAL			
2	EA	ARHB1C	ALUMINUM HAND RAIL BRACKET	Y	180.00000	360 00
			CUSTOM			
90	EA	ARHB1S	ALUMINUM HAND RAIL BRACKET	Y	10.29000	926 10
			SILVER METAL			
18	EA	ARHR15S	ALUM.HANDRAIL TUBING SIL.MET.	Y	95.92000	1 726 56
			1-1/2"(38.1MM)X20"1"(6.1M)			
18	EA	ARHR15C	ALUM.HANDRAIL TUBING CUSTOM	Y	220.00000	3 960 00
			1-1/2"(38.1MM)X20"1"(6.1M)			
1	EA	ARPNTCHG	ALUM.RAIL HDWE.PAINT CHARGE	Y	400.00000	400 00

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SHIP VIA	FREIGHT TERMS		SHIPPING POINT		PAYMENT TERMS		PAGE	COPIES			
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QUANTITY QUOTED	▲ UM	PRODUCT NUMBER	PRODUCT DESCRIPTION			T X	PRICE PER UNIT OF MEASURE	EXTENSION			
2811			CRL IS NOT RESPONSIBLE FOR PLAN TAKE-OFF ERRORS. PLEASE REVIEW THIS QUOTE THOROUGHLY. REVIEW THIS QUOTE THOROUGHLY. FINAL DESIGN DETAILS, SIZES, FINISHES, AND QUANTITIES MAY CHANGE FINAL QUOTED PRICE. 7% TAX: Freight: TOTAL:								
							\$	31	135	94	
		</									

7% TAX:
Freight:
TOTAL:

2,179.45
2,500.00
35,815.39

COMMENTS

CONVERTED FROM WEBID QT5385076

IF YOU HAVE ANY QUESTIONS OR COMMENTS CONCERNING THIS QUOTATION, PLEASE E-MAIL US AT
railings@crlaurence.com OR CALL US AT (800) 228-9203.

▲ UNIT OF MEASURE ABBREVIATIONS

BG - BAG	GL - GALLON	MT - METER
BX - BOX	GR - GRAM	PK - PACKAGE
CN - CAN	IN - INCH	PR - PAIR
CS - CASE	KG - KILOGRAM	PT - PINT
CT - CARTON	LB - POUND	QT - QUART
DZ - DOZEN	LT - LITRE	RL - ROLL
EA - EACH	ML - MILLILITER	SL - STOCK LENGTH
FT - FOOT	MM - MILLIMETER	ST - SET
		YD - YARD

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ON THIS QUOTE, PLEASE SIGN BELOW
AND FAX BACK TO (800) 587-7501.

(SIGNATURE)

**WE APPRECIATE THIS
OPPORTUNITY TO
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EXHIBIT D (10 Pages)



REVISED Change Order

Addendum #2 As Modified By Mike Buckingham

Harrington Electrical Contracting

20 Oak Street
Fort Walton Beach, FL 32548
Phone: 850-863-3103

GLC Contracting, Inc.
315 Shell Avenue SE
Fort Walton Beach, Florida 32548

Attention: William Garvie

29 June 2021
Job ID: JOB-0101
Destin Florida
206 Harbor Blvd.
Destin, Florida

Re: Change Order CO-0005 for: Royal Melvin Park

We are pleased to quote on the above Change Order CO-0005 as follows.

1. Addendum #2 Drawings were received but not used for this pricing. Met with Mike Buckingham on site and he gave us a description of what they wanted.
2. Deleting the Labor for SL1 Fixtures. Fixtures were already ordered and received. They will be turned over at the end of the project.
3. Fixtures in the Restrooms will be changed to vapor proof but the existing Fixtures were already ordered and received. They will be turned over at the end of the project.
4. (3) Type "PL" Fixtures are added. No "PL2" Fixtures are included.
5. Pricing includes changing all of the conduit in the Bath House to Surface PVC with SS Straps.
6. Panel PL, Feeder and Service were removed. Circuits will be fed from the existing Dock Panel.
7. This pricing does Not include any relocation of existing Dock Panel or circuits.

We reserve the right to correct this quote for errors and or omissions. All wiring to meet the requirements of the 2017 National Electrical Code.

Bid Items	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
DIRECT LABOR HRS	337.19					
DIRECT LABOR DOLLARS		12,381.75				
MATERIAL DOLLARS		1,926.05				
QUOTES DOLLARS		24,330.00				
MATERIAL & QUOTE TAX		1,837.92				
DJC		1,019.09				
EQUIPMENT TOTAL		780.00				
OVERHEAD TOTAL		6,341.22				

Change Order Amount: \$48,616.03

Pricing:

For the Sum of \$48,616.03

The Change Order expires on August 29, 2021.

We request an additional 60 days be added to the completion date of the project.

Sincerely,

Billy Jenkins
Harrington Electrical Contracting

Job ID: JOB-0101

Project: Royal Melvin Park
206 Harbor Blvd.

Destin Florida

CO: CO-0005: Addendum #2 Revised Site Lighting & Bath



Takeoff

Vendor: TRADE/3-COL					Labor Level: LABOR 3			10 Jun 2021 9:37:03		
Phase: FIXTURES										
Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result	
FIXTURE TYPE SL1										
121289	-21.00	EA	M		STEP LIGHT	5.0000	-105.00	2.0000	-42.00	
5	3.00	EA	M		FIXTURE TYPE PL	0.0000	0.00	0.0000	0.00	
TITLE	3.00	EA	M		12FT LIGHT POLE W/70W LED FIXTURES					
130142	3.00	EA	M	5" x 12 FT	OUTDOOR LIGHTING POLE STL/ALUM	150.0000	450.00	5.5000	16.50	
130167	6.00	EA	M	70W LED	OUTDOOR POLE MOUNTED SHOE-BOX				28.14	
390022	3.00	EA	M	5/8"	LIGHT POLE BASE ANCHOR BOLTS (SET OF 4)	0.0000	0.00	1.5000	4.50	
TITLE	3.00	EA	M	6' X 24"D	LIGHT POLE BASE W/CONCRETE NO-DIG	0.0000	0.00	0.0000	0.00	
390012	3.00	EA	M	24" Dia	SONOTUBE CONCRETE FORM 72"H	112.5000	337.50	1.5000	4.50	
390023	3.00	EA	M	3/4"	LIGHT POLE BASE ANCHOR BOLTS (SET OF 4)	0.0000	0.00	2.1600	6.48	
390037	3.00	EA	M		HAND FINISH CONCRETE POLE BASE	0.0000	0.00	0.3000	0.90	
390703	144.00	FT	M	#5	STEEL REBAR	1.5400	221.76	0.0540	7.78	
390709	33.00	FT	M		STEEL TIE WIRE	1.7500	57.75	0.0900	2.97	
390050	3.00	EA	M	24" DIA	POUR CONCRETE IN 72" HIGH POLE BASE	0.0000	0.00	1.5000	4.50	
390736	3.00	YD	M	3500#	CONCRETE	175.0000	525.00	0.0000	0.00	
390399	50.00	FT	E	24"W 24"D	BACKHOE BACKFILL SANDY TRENCH	6.0000	300.00	0.1080	5.40	
390628	3.00	EA	E	3' DEEP	TRUCK AUGER POST HOLE SANDY	100.0000	300.00	1.0000	3.00	
Phase Totals:							2,087.01		42.67	

Phase: BRANCH											
Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result		
TITLE	-900.00	EA	M	#12	1/2 EMT ON WOOD-STD	0.0000	0.00	0.0000	0.00		
10053	-900.00	FT	M	1/2	EMT	0.4449	-400.39	0.0250	-22.50		
30507	-90.00	EA	M	1/2	EMT STEEL-SS COUPLING	0.2009	-18.08	0.0160	-1.44		
TITLE	900.00	EA	M	EMPTY	1/2 PVC ON-CONCRETE	0.0000	0.00	0.0000	0.00		
10163	900.00	FT	M	1/2	PVC SCH 40	0.9927	893.43	0.0615	55.35		

Harrington Electrical Contracting

20 Oak Street
Fort Walton Beach, FL 32548

Phone: 850-863-3103

Web:

Phase: BRANCH

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
20215	50.00	EA	M	1/2	PVC SCH 40 90-DEG-ELBOW	2.0011	100.06	0.2820	14.10
20203	1.00	EA	M	1/2	PVC FIELD-BEND	0.0000	0.00	0.6000	0.60
31371	51.00	EA	M	1/2	PVC COUPLING	0.4773	24.34	0.2100	10.71
40043	18.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	1.4691	26.44	0.0180	0.32
161170	598.00	EA	M	3/16 x 1 1/2 - 3"	HAMMER DRILLED HOLE	0.0000	0.00	0.2700	161.46
161159	598.00	EA	M	#8-12 x 1 1/4"	PLASTIC ANCHOR	0.0485	29.00	0.0507	30.32
161129	598.00	EA	M	#12 x 1"	GALV SHEET METAL SCREW	0.0011	0.64	0.0450	26.91
160421	598.00	EA	M	#12	GALV FLAT WASHER	0.0000	0.00	0.0018	1.08
31331	2.00	EA	M	1/2	PVC MALE ADAPTER	0.5804	1.16	0.2100	0.42
40240	2.00	EA	M	1/2	LOCKNUT	0.4218	0.84	0.1500	0.30
31331	16.00	EA	M	1/2	PVC MALE ADAPTER	0.5804	9.29	0.2100	3.36
31276	8.00	EA	M	1/2	PVC LB CONDUIT BODY	9.4909	75.93	0.6000	4.80
150838	10.00	EA	M	2.93"DEEP 26.0-CI	1G PVC FD BOX W/MTG LEGS NO HUBS	37.1898	371.90	0.7500	7.50
160063	90.00	EA	M	1/2	STN-STL MINI EMT-HGR W/BOLT	4.8879	439.91	0.3750	33.75
Phase Totals:							1,554.46		327.04

Phase: FEEDERS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
TITLE	-20.00	EA	M	1 1/2	METER RISER	0.0000	0.00	0.0000	0.00
10004	-20.00	FT	M	1 1/2	GRC ON WOOD	5.3988	-107.98	0.0630	-1.26
161441	-1.00	EA	M	1 1/2	GRC	0.2678	-0.27	0.0420	-0.04
160540	-2.00	EA	M	5/16 x 1 1/2"	CONDUIT 2-HOLE STL STRAP	0.1621	-0.32	0.0300	-0.06
160394	-2.00	EA	M	5/16"	PLTD LAG BOLT	0.1137	-0.23	0.0010	0.00
10555	-1.00	EA	M	1 1/2	PLTD FLAT WASHER	0.0000	0.00	0.2100	-0.21
40070	-1.00	OZ	M	OUNCE	CONDUIT CUT/THREAD/REAM	1.2767	-1.28	0.0000	0.00
40066	-1.00	OZ	M	OUNCE	DEGREASING SPRAY	0.2362	-0.24	0.0000	0.00
40244	-4.00	EA	M	1 1/2	CUTTING OIL STEEL	0.5038	-2.02	0.0875	-0.35
40221	-2.00	EA	M	1 1/2	LOCKNUT	0.2546	-0.51	0.0500	-0.10
70040	-90.00	FT	M	1.	PLASTIC BUSHING	1.7128	-154.15	0.0133	-1.20
40100	-1.00	EA	M	1 1/2	THHN/THWN CU (STR)	10.8678	-10.87	0.5000	-0.50
	-175.00				CLAMP-ON WEATHER HEAD				
TITLE	-175.00	EA	M	1 1/2	METER TO PANEL P1	0.0000	0.00	0.0000	0.00
10167	-175.00	FT	M	1 1/2	PVC SCH-40 UNDERGROUND	0.5666	-99.15	0.0490	-8.58
					PVC SCH 40				

Harrington Electrical Contracting

20 Oak Street
Fort Walton Beach, FL 32548Phone: 850-863-3103
Web:

Phase: FEEDERS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
390282	-175.00	FT	M	8" WIDE	HAND TRIM ROCKY TRENCH	0.0000	0.00	0.0200	-3.50
390709	-18.00	FT	M		STEEL TIE WIRE	0.0000	0.00	0.0200	-0.36
20219	-2.00	EA	M	1 1/2	PVC SCH 40 90-DEG-ELBOW	1.2739	-2.55	0.1750	-0.35
31375	-2.00	EA	M	1 1/2	PVC COUPLING	0.4851	-0.97	0.0700	-0.14
40043	-9.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.4197	-3.78	0.0100	-0.09
31335	-2.00	EA	M	1 1/2	PVC MALE ADAPTER	0.5411	-1.08	0.1500	-0.30
40244	-2.00	EA	M	1 1/2	LOCKNUT	0.5038	-1.01	0.0875	-0.18
40221	-2.00	EA	M	1 1/2	PLASTIC BUSHING	0.2546	-0.51	0.0500	-0.10
70040	-570.00	FT	M	1.	THHN/THWN CU (STR)	1.7128	-976.29	0.0133	-7.58
Phase Totals:							-1,363.19		-24.89

Phase: DISTRIBUTION EQUIPMENT

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
171322	-1.00				METER ENCLOSURE				
	-1.00	EA	M	250A M-SW	METER CENTER-1PH	0.0000	0.00	12.6000	-12.60
170362	-1.00	EA	M	125A MCB 1PH3W	PANEL P1 125/1/1/N1 120/240				
	-1.00	EA	M	125A MCB 1PH3W	PNLBD W/BOLT-ON BKRS	0.0000	0.00	1.7500	-1.75
Phase Totals:							0.00		-14.35

Phase: SITE LIGHTING

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
TITLE	-290.00				SITE LIGHTING				
10175	-290.00	EA	M	3/4	SCH 40 DIR-BURIED W/TRENCH	0.0000	0.00	0.0000	0.00
40043	-5.00	OZ	M	OUNCE	PVC SCH 40 10' LAID IN TRENCH	0.3023	-87.68	0.0245	-7.11
20216	-16.00	EA	M	3/4	PVC (GLUE) CEMENT	0.4197	-2.10	0.0100	-0.05
31372	-32.00	EA	M	3/4	PVC SCH 40 90-DEG-ELBOW	0.4744	-7.59	0.1200	-1.92
70034	-870.00	FT	M	10	PVC COUPLING	0.2191	-7.01	0.0350	-1.12
	60.00				THHN/THWN CU (STR)	0.2216	-192.84	0.0049	-4.26
TITLE	60.00	EA	M	3/4	TO NEW PL FIXTURES				
10175	60.00	FT	M	3/4	SCH 40 DIR-BURIED W/TRENCH	0.0000	0.00	0.0000	0.00
40043	2.00	OZ	M	OUNCE	PVC SCH 40 10' LAID IN TRENCH	1.3551	81.31	0.0550	3.30
390776	60.00	FT	E	4">6"W 30"D	PVC (GLUE) CEMENT	1.4691	2.94	0.0162	0.03
					DITCH WITCH RT12 CLAY TRENCH	3.0000	180.00	0.0580	3.48

Harrington Electrical Contracting

20 Oak Street
Fort Walton Beach, FL 32548Phone: 850-863-3103
Web:

Phase: SITE LIGHTING

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
20204	6.00	EA	M	3/4	PVC FIELD-BEND	0.0000	0.00	0.7500	4.50
20216	6.00	EA	M	3/4	PVC SCH 40 90-DEG-ELBOW	2.0291	12.17	0.3300	1.98
31372	12.00	EA	M	3/4	PVC COUPLING	0.5503	6.60	0.1200	1.44
70030	615.00	FT	M	10	THHN/THWN CU (SOL)	0.7186	441.96	0.0105	6.46
Phase Totals:							427.77		6.73
Job Totals:							2,706.05		337.19

Harrington Electrical Contracting

20 Oak Street
Fort Walton Beach, FL 32548**Phone:** 850-863-3103
Web:



197 LURTON ST
PENSACOLA FL 32505-5226
Phone: 850-432-3463
Fax: 850-435-2988

To: HARRINGTON ELECTRICAL
20 OAK STREET
FORT WALTON BEACH FL 32548-3964
Attn: BILLY JENKINS
Phone: 850-863-3103
Fax:
Email: billy@harringtonelectrical.net

Date: 06/09/2021
Proj Name: ROYAL MELVIN CHANGE
GB Project Qte#: 0238160577
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 06/09/2021
Valid To: 07/09/2021
Contact: BEAU CLARKE
Email: beau.clarke@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: > QUOTE BASED ON INFORMATION PROVIDED.
> FIXTURES "VT4" & "VT4E" WILL BE SUBJECT TO APPROVAL. SEE ATTACHED CUT SHEET.

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		1 EA			LOT LIGHTING	\$2,475.00	1	\$2,475.00
Item Note: FIXTURES: 5) VT4; 4) VT4E - TO TAKE THE PLACE OF L36S & L36SE								
200		1 EA			LOT LIGHTING	\$17,200.00	1	\$17,200.00
Item Note: FIXTURES: 3) PL POLE / FIXTURE ASSEMBLIES								
300		1 EA			LOT SQUARE D & MISC	\$4,655.00	1	\$4,655.00
Item Note: LTG CONTACTOR: 1) 4P/30A-N1-EOEH w/ H-O-A; HD DISCONNECTS: 1) 3P/100A-N1-NFSS; 1) 2P/60A-N3R-NFSS; BREAKERS FOR EXISTING: C-H PRL2A 22kAIC - 20) 1P/20A; 1) 2P/35A; 1) 2P/80A; MISC: 1) INT # T2005 TIME CLOCK; 2) INT # K4021C PE CELLS; 2) DITEK # DTK-DL120 CONTACTOR CIRCUIT SURGE UNITS; 1) 20"x24"x8"D N4X S.S. ENLCOSURE FOR CONTACTOR / TIME CLOCK								

Total in USD (Tax not included): \$24,330.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

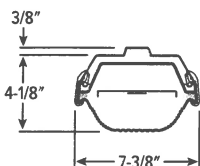
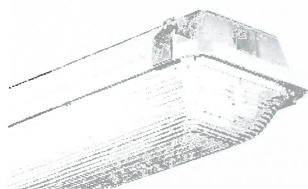
To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

96 LED

Fully Enclosed & Gasketed Industrial



Shown with PCFR or HIAFR diffuser

CATALOG #:

TYPE:

PROJECT:

FEATURES

- Fully gasketed fixture resists dust, bugs, and moisture
- Standard stainless steel latches protect the fixture from corrosion in harsh environments
- Latches ensure a tight seal and provide easy access to electrical components.
- Tamper-resistant latches available
- Closed-cell polyurethane gasket poured and formed in place to ensure tight seal—does not absorb water or support fungal growth
- NSF/ANSI Standard 2—Splash Zone certified
- IP65, IP66, and IP67 certified
- Made Right Here® in the USA

SPECIFICATIONS

- ENCLOSURE – Outer housing consists of 5VA (f1) fiberglass, rated for flame and weather resistance.
- INTERNAL HOUSING – .050" aluminum.
- LATCHING – Stainless steel latches. Injection-molded polycarbonate latches available (not recommended for use in harsh environments, such as a car wash).
- REFLECTOR – 92% minimum average reflective white polyester powder coat bonded to phosphate-free, multi-stage pretreated metal.
- SHIELDING – Frosted, ribbed, impact-resistant acrylic.
- ELECTRICAL – High quality mid-power LED board. L70 >50,000 hours. -20°C to 40°C maximum ambient operating temperature (restrictions apply, see Performance Data for details). -40°C minimum operating temperature with LA40 option.
- MOUNTING – Surface or suspended. Stainless steel ceiling mount brackets included.
- LISTINGS –
 - cETLus conforms to UL STD 1598 and UL STD 8750. Certified to CAN/CSA STD C22.2 No. 250.0. Suitable for dry or damp locations.
 - DesignLights Consortium qualified product. Not all versions of this product may be DLC qualified, see the DLC Qualified Products List at www.designlights.org/QPL.
 - cETLus listed as suitable for wet locations when specified with watertight hub, STOW or SOOW cord, or mini-male receptacle option.
 - NSF/ANSI Standard 2—Splash Zone certified, IP65, IP66, and IP67 certified, and rated for NEMA 4X.
- WARRANTY – 5-year limited warranty, see hew.com/warranty.

ORDERING EXAMPLE: 96 - 4 - L62/830 - HIAFR - OPTIONS - DRV - UNV

ORDERING INFO

SERIES	LENGTH	LUMENS ⁽¹⁾	CRI	CCT	SHIELDING
96	2 2'	2'	8 80	30 3000K	HIAFR Frosted, ribbed, impact-resistant acrylic
	4 4'	L21 2,100lm		35 3500K	
	8 8' ⁽²⁾	L29 2,900lm		40 4000K	PCFR Frosted, ribbed, UV stabilized polycarbonate ⁽³⁾
		4'		50 5000K	DFR Drop, frosted, impact-resistant acrylic
		L40 4,000lm			DCL Drop, clear, impact-resistant acrylic with frosted ends
		L62 6,200lm			
		L81 8,100lm			
		L110 11,000lm			
		8'			
		L80 8,000lm			
		L130 13,000lm			
		L160 16,000lm			
		L220 22,000lm			

OPTIONS ⁽⁴⁾	(L36)
(L___)	Additional lower lumen packages available. ⁽⁶⁾ Example: 4,100 nominal lumens = 96-4-L62/840-HIAFR-(L41).
EM/10W	10-watt emergency battery ⁽⁷⁾
EM/6WC	6-watt emergency, low temperature battery ⁽⁸⁾
LA40	-40°C minimum operating temperature
WET/1	(1) 1/2" watertight hub, side access ⁽⁹⁾
WET/2	(2) 1/2" watertight hubs, side access ⁽¹⁰⁾
WTT/1	(1) 1/2" watertight hub, back access ⁽¹¹⁾
WTT/2	(2) 1/2" watertight hub, back access ⁽¹²⁾
SSCMB	Stainless steel chain mounting brackets ⁽¹³⁾
PCL	Injection-molded polycarbonate latches ⁽¹⁴⁾
TP	Tamper-resistant screws ⁽¹⁵⁾
WMB	Stainless steel 45° wall mount bracket ⁽¹⁶⁾

CONTROL ⁽⁵⁾	VOLTAGE
DIM Dimming driver	120 120V
DRV Non-dimming driver	277 277V
	UNV 120-277V
	347 347V ⁽²⁰⁾

OCCUPANCY SENSORS ⁽¹⁷⁾	
OCCWS HB350W-L3W-___	High Bay passive infrared 360° lens ⁽¹⁸⁾
OCCWS FSP-321B-L_-120-480	Factory-installed occupancy and daylight control, 120V–480V. ⁽¹⁹⁾

ACCESSORIES

TPTG TOOL Tamper-resistant tool for tri-grove screws. ⁽²¹⁾

NOTES

- Lumen output based on 4000 CCT and HIAFR shielding. Actual lumens may vary +/-5%, see page 2 for FIXTURE PERFORMANCE DATA. Additional lumen package available, see options.
- Acrylic diffusers only.
- Not available with 8' units.
- Stainless steel latches required for applications with harsh chemicals. Cord and receptacle options available. See page 3 for CORD OPTIONS.
- See page 2 for ADDITIONAL CONTROL OPTIONS.
- Specify in increments of 100 nominal lumens. Option must be specified with next higher lumen package.
- Not available with L110 or L220 lumen packages. 4' or 8' only. Temperature restrictions apply. See page 2 for FIXTURE PERFORMANCE DATA.
- Not available with L110 or L220 lumen packages. 4' or 8' only. Rated for -20°C to 25°C ambient temperature. Consult factory for availability.
- Factory-installed in end of housing.
- Factory-installed in ends of housing; not available with occupancy sensor option.
- 4' only, factory-installed in back of fixture.
- 4' only, factory-installed in back of fixture.
- 2 per fixture.
- Not recommended for use in harsh environments, such as a car wash.
- This option requires a tamper-resistant tool, see Accessories.
- 2 per fixture. See page 3 for MOUNTING DETAILS.
- Not available with IP66 or IP67 certification when specified with occupancy sensor.
- Factory-installed; must specify 120 or 277V.
- Must specify lens, L2 or L3. See page 4 for OCCUPANCY SENSOR DETAILS.
- Not available with EM drivers.
- Tamper-resistant tool must be ordered separately. Please specify quantity required per project.



FIXTURE PERFORMANCE DATA

	LED PACKAGE	DELIVERED LUMENS	WATTAGE	EFFICACY (lm/W)	MAXIMUM TEMPERATURE (°C)	
					STANDARD	EMERGENCY
2'	L21	2201	18	120.5	40	—
	L29	3028	25	118.4	40	—
	L40	4086	30	137.4	40	40
	L62	6434	48	134.0	40	30
4'	L81	8121	65	125.0	30	25
	L110	11075	88	126.2	30	—
	L80	8018	61	132.8	40	40
	L130	13026	95	138.0	40	30
8'	L160	16188	123	133.3	30	25
	L220	22056	166	135.7	30	—

- Photometrics tested in accordance with IESNA LM-79. Results shown are based on 25°C ambient temperature.
- Wattage shown is average for 120V through 277V input.
- Results based on 4000K and HIAFR shielding actual lumens may vary +/-5%
- Use multiplier tables to calculate additional options.

MULTIPLIER TABLES

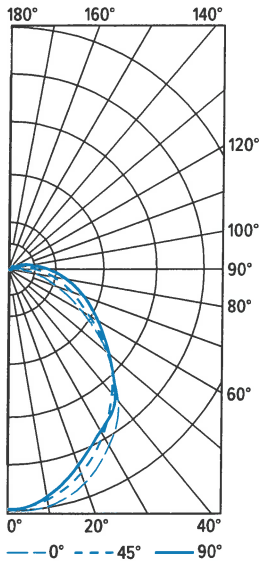
	COLOR TEMPERATURE	
	CCT	CONVERSION FACTOR
80 CRI	2700K	0.94
	3000K	0.96
	3500K	0.97
	4000K	1.00
	5000K	1.03
90 CRI	2700K	0.77
	3000K	0.79
	3500K	0.80
	4000K	0.83
	5000K	0.86

SHIELDING	
LENS	CONVERSION FACTOR
HIAFR	1.00
PCFR	0.91
DFR	1.05
DCL ¹	1.06

¹ Due to lens being clear, striations in the light distribution will be visible.

PHOTOMETRY

96-4-L62/840-HIAFR-DRV Report #: 20008.0; 08/15/17 | Total Luminaire Output: 6434 lumens; 48.3 Watts | Efficacy: 133.1 lm/W | 83.6 CRI; 4041K CCT



VERTICAL ANGLE	HORIZONTAL ANGLE			ZONAL LUMENS
	0°	45°	90°	
0	2318	2318	2318	
5	2352	2298	2283	220
15	2259	2169	2120	617
25	2066	1943	1865	899
35	1780	1666	1704	1065
45	1370	1379	1389	1055
55	943	1007	1062	901
65	546	695	828	691
75	231	449	599	457
85	38	251	361	252
90	15	185	272	
95	14	150	217	143
105	8	84	138	79
115	4	39	85	39
125	0	8	42	14
135	0	0	9	2
145	0	0	2	1
155	0	0	0	0
165	0	0	0	0
175	0	0	0	0
180	0	0	0	

LUMEN SUMMARY	ZONE	LUMENS	% FIXTURE
	0 - 30	1736	27
	0 - 40	2801	44
	0 - 60	4757	74
	0 - 90	6156	96
	90 - 120	262	4
	90 - 150	275	4
	90 - 180	278	4
	0 - 180	6434	100

ADDITIONAL CONTROL OPTIONS

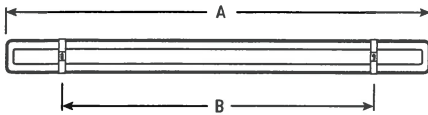
Note: Lumen restrictions apply, consult product builder at hew.com/product-builder.

CATALOG NUMBER	DESCRIPTION
DRV	Driver prewired for non-dimming applications
DIM	Dimming driver prewired for 0-10V low voltage applications
DIM1	1% dimming driver prewired for 0-10V low voltage applications
DIM LINE	Line voltage dimming driver (TRIAC and ELV compatible, 120V only)
DIM TRC	Line voltage dimming driver (TRIAC compatible, 120V or 277V only)
SD40	40% step-dimming driver
SD50	50% step-dimming driver
DALI	DALI dimming driver
LTE LINE	Lutron Hi-lume 1% 2-wire dimming driver forward phase line voltage controls (120V only)
LDE1	Lutron Hi-lume 1% EcoSystem dimming LED driver
ELDO SOLOB	EldoLED Solodrive, 0.1% dimming driver for 0-10V controls
ELDO SOLOB DALI	EldoLED Solodrive, 0.1% dimming driver for DALI controls
ELDO ECO1	EldoLED Ecodrive, 1% dimming driver for 0-10V controls
ELDO ECO1 DALI	EldoLED Ecodrive, 1% dimming driver for DALI controls



FIXTURE DETAILS

BACKVIEW



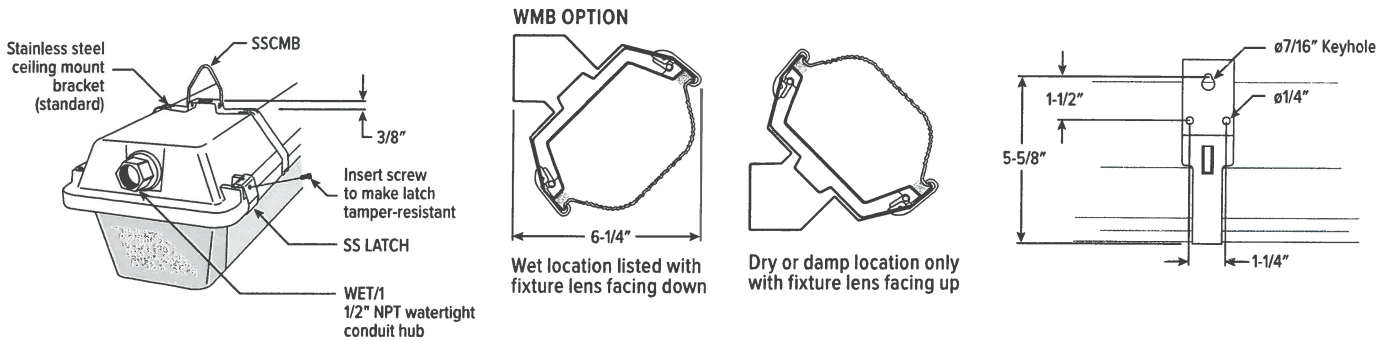
NOMINAL LENGTH	OVERALL LENGTH (A)	MOUNTING DISTANCE (B)
2'	27-5/8"	12"- 17" OC
4'	51-7/8"	30"- 42" OC
8'	100-1/4"	48"- 80" OC

CORD OPTIONS

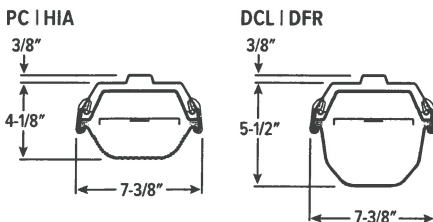
EXAMPLE: 5WMRC6		
NUMBER OF CONDUCTORS	POWER CONNECTION - NON-DIMMING	CORD LENGTH
3 3-wire	WMR Mini-male receptacle only	-
4 4-wire	WC STOW cord	6 6'
	WMRC Mini-male receptacle with STOW cord	20 20'
POWER CONNECTION - DIMMING		
5 5-wire	WMR Mini-male receptacle only	-
6 6-wire	WC SOOW cord	6 6'
	WMRC Mini-male receptacle with SOOW cord	20 20'

Wet location cord sets are yellow.

MOUNTING DETAILS

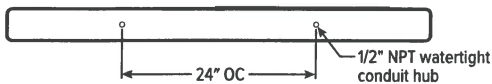


CROSS SECTIONS



OPTIONS DETAILS

WTT/1 | WTT/2



OCCUPANCY SENSOR DETAILS

ORDERING EXAMPLE: OCCWS FSP-321B - L2 - 120-480

FEATURES

- Fully adjustable high and low dimmed light levels.
- Designed for LED fixtures; rated for extreme temperatures and up to 200,000 on/off cycles.
- Hold-off setpoint with automatic calibration option for convenience and added energy savings.
- Adjustable via sensor configuration app.
- IP66 rated with choice of lenses for wet and outdoor locations, and mounting heights from 8' to 20'.
- Adjustable time delay and cutoff delay.
- Factory set to 10% dimming at 5 minutes, cutoff at 1 hour.
- Multi-level control based on motion and/or daylight contribution.
- Universal voltage for 120V – 480V.

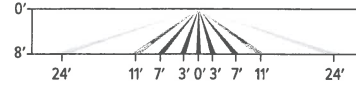
SENSOR CONFIGURATION APP

Initial setup and subsequent sensor adjustments are made using the iOS or Android Sensor Configuration App. This app enables adjustment of parameters including high and low modes, sensitivity, time delay, cut off and more. The smartphone app is also used to initiate automatic calibration of the FSP-3x1B ambient light level setpoint. The setpoint is used to hold the controlled lighting off or at low level when there is sufficient daylight. The wireless tool stores an unlimited number of sensor parameter profiles to speed configuration of multiple sensors.

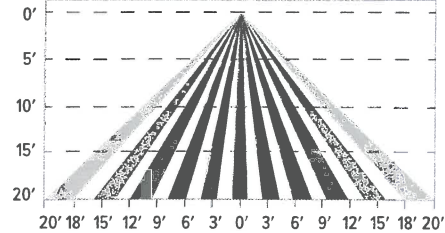
Visit www.wattstopper.com for more information.

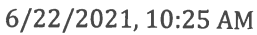
LENS COVERAGE PATTERNS

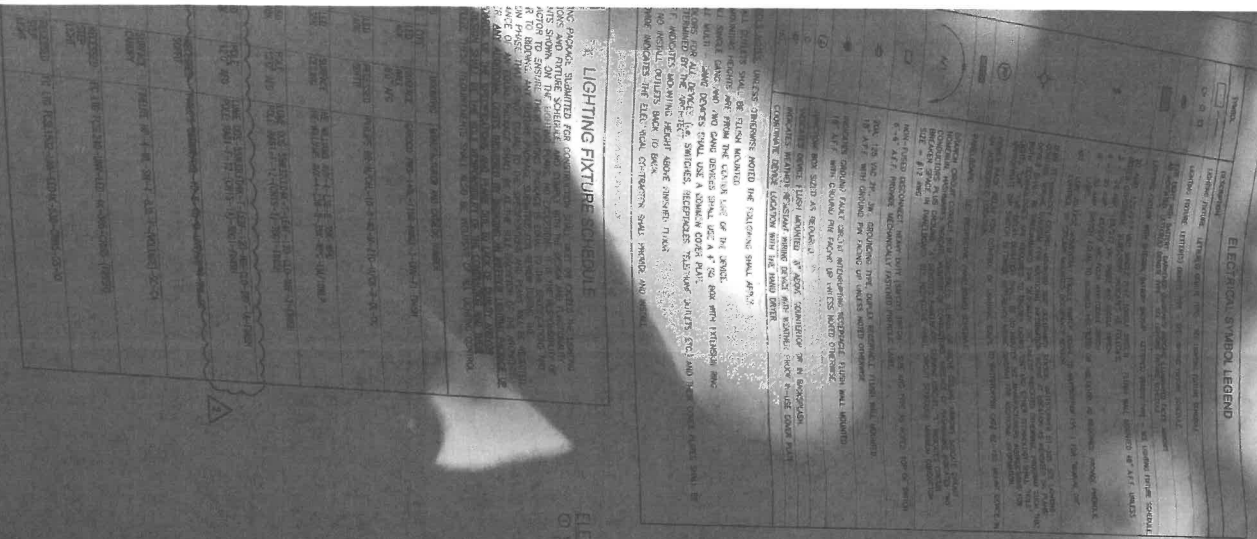
L2 Coverage at 8' mounting height: ø48'



L3 Coverage at 20' mounting height: ø40'





[illegible]

CITY OF DESTIN Internal Budget Transfer Form

Fiscal Year	2021	Short Description	ROYAL MELV CO	Entity Code	1
Period	10	Effective Date	7/6/2021	Amendment Type*	2
Ref 1	BUA	Budget Year Code	1	Budget Projection Inclusion	One Time
Ref 2	ADJ				

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)Increase (D)Decrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
30558500 GF CIP\$	565000 Construction	CRH63 Captain Royal Melvin	GLC CO#8	I	\$ 69,818.00	\$ -	\$ 69,818.00
30558500 GF CIP\$	565000 Construction	CM001 Beach	GLC CO#8	D	\$ 69,818.00	\$ 1,642,405.00	\$ 1,572,587.00

Created by:	Initials	Date	Note
Entered by:	_____	_____	Transfer unused Beach Acquisition GF \$ to pay for Change Orders #8
Approved by:	_____	_____	



06/30/2021 18:11
kstrickland

CITY OF DESTIN, FL
YEAR-TO-DATE BUDGET REPORT

1
glytdbud

FOR 2021 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
305 CIP - REIMBURSEMENT GRANTS							
30558500 GF CIP PROJECTS							
CM001 BEACH ACQUISITION							
305 -58-585-00-00-565000-CM001	2,000,000	1,832,361	CONSTRUCTION IN PROGRESS .00	.00	* .00	1,832,361.36 189,956,737 impact \$1642405 available	.0%
CRH63 HERITAGE PARK & PLAZA							
305 -58-585-00-00-565000-CRH63	0	46,687	CONSTRUCTION IN PROGRESS 1,540.00	.00	.00	45,147.00 245,147-2005546 \$	3.3%
CRH65 HARBOR AND BAY CAPACITY							
305 -58-585-00-00-531001-CRH65	0	325,000	PROFESSIONAL SVCS .00	.00	250,000.00	75,000.00 275,000 > 377 impact	76.9%
EN626 MAIN ST @ KELLY ST CROSSWALK/SIGNAGE							
305 -58-585-00-00-565000-EN626	0	20,271	CONSTRUCTION IN PROGRESS 20,271.12	.00	.00	\$	100.0%
LB001 SELF-CHECK OUT AND TABLET STATION							
305 -58-585-00-00-5650-00-LB001	76,200	928	CONSTRUCTION IN PROGRESS .00	.00	.00	928.00	.0%
RC125 BUCK DESTIN RESTROOMS							
305 -58-585-00-00-565000-RC125	95,000	95,000	CONSTRUCTION IN PROGRESS .00	.00	.00	95,000.00	.0%
SALLY HURRICANE SALLY							
305 -58-585-00-00-565000-SALLY	0	119,760	CONSTRUCTION IN PROGRESS 53,406.82	.00	66,802.51	-448.90	100.4%*

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2021

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.G.

TO: City Council

THRU: Webb Warren, Deputy City Manager
Lance Johnson, City Manager

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

DATE: July 1, 2021

SUBJECT: Implementation of Countywide Tourist Development Taxing District – Update from Legal Team

I. BACKGROUND: At the direction of the City Council at its second June meeting, the City Attorney, City Land Use Attorney, Special Counsel Jeff Burns, and City staff have worked diligently with other stakeholders and in exploring all options available to the City relating to the County's proposed implementation of a Countywide Tourist Development Taxing District. Special Counsel will be available for questions at the Council meeting and has prepared a report for Council's review on this item.

II. DISCUSSION: The City Attorney, City Land Use Attorney and City staff participated in a meeting with County staff and the County Attorney on June 22, 2021, where many aspects of the proposed taxing districts were discussed. Since that time, the attorneys and staff have diligently attempted to work with County officials on this issue. As of the drafting of this item report, the City has not received the County's proposed draft Ordinance or Tourist Development Plan, but upon receipt will review and provide additional guidance to Council. Additionally, the attorneys and staff have had frequent and encouraging communications with other municipal officials regarding this issue.

Special Counsel Jeff Burns has focused on the legal research and report. This report is attached to this item report or will be transmitted to Council prior to the Council meeting.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Although this issue developed quickly and the stakeholders'

positions are fluid, the report from Special Counsel should provide some clarity on the City's legal position and options moving forward.

IV. RECOMMENDED MOTION: Council's discretion

Attachments:

1. Ch 164 Chart

CHAPTER 164 - LOCAL GOVERNMENT ALTERNATIVE DISPUTE PROCESS

STEP	Authority	Description	Timing	Responsible Parties
Step 1	164.1052	Pass resolution stating "that it is the intention of the governing body to initiate the conflict resolution procedures provided by Chapter 164 prior to initiating court proceedings to resolve the conflict" and then detail the nature of the conflict in the resolution.		City Council
Step 2a	164.1052	Within 5 days after the passage of the resolution, a letter and a certified copy of the resolution shall be provided to the chief administrator of the governmental entity or entities with which the governing body has a conflict by certified mail, return receipt requested. The letter shall state, at a minimum, the conflict, other governmental entities in conflict with the initiating governmental entity, the justification for initiating the conflict resolution process, the proposed date and location for the conflict assessment meeting to be held pursuant to s. 164.1053, and suggestions regarding the officials who should be present at the conflict assessment meeting.	Five Days after Step 1 Resolution	Attorney or Staff
Step 2b	164.1052	The initiating governmental entity also shall mail a copy of the letter and resolution to any state, regional, or local governmental entities which, in the determination of the initiating governmental entity, may have a role in approving or implementing a particular element or aspect of any settlement of the conflict or whose substantial interests may be affected by the resolution of the conflict, and any other governmental entity deemed appropriate by the initiating governmental entity	Five Days after Resolution	Attorney or Staff

Optional	164.1052	Within 10 days after receiving a copy of a certified letter noticing the initiation of the conflict resolution procedure, other governmental entities receiving the notice may elect to participate in the conflict resolution process, but are not entitled by virtue of that participation to control the timing or progress of the conflict resolution process, which at all times shall remain in the discretion of the primary conflicting governmental entities. However, a governmental entity which receives notice of a conflict may, by passage of its own resolution and by otherwise following the procedures set forth in subsection (1), join the conflict resolution process as a primary conflicting governmental entity.	Ten Days after Resolution	Other Municipalities
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STEP 3	164.1053	PUBLIC MEETING NUMBER ONE - After the initiation of the conflict resolution procedure, and after proper notice by certified letter has been given, a conflict assessment meeting shall occur. The meeting shall be scheduled to occur within 30 days of the receipt of the letter initiating the conflict resolution procedure. Public notice shall be given for this meeting in accordance with s. 164.1031(7). The conflict assessment meeting shall be scheduled to allow the attendance by the appropriate personnel from each primary conflicting governmental entity. The chief administrator, or his or her designee, for each governmental entity that is a primary conflicting governmental entity in the conflict resolution procedure shall be present at this meeting.	Thirty Days after Letter in Step 2a is served on County Administrator	Attorney or Staff, and at least one Designee
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Note - this first public meeting only requires attendance of a representative of the City and the County, but if other Municipalities designate themselves as "Primary Conflicting Governmental Entity" under the optional step above, then they are required to also attend.

STEP 4	164.1053	In the event that no tentative resolution can be agreed upon, the primary conflicting governmental entities shall schedule a joint public meeting as described in s. 164.1055, which meeting shall occur within 50 days of the receipt of the first letter initiating the conflict resolution process from the initiating governmental entity.	After Step 3 meeting if no resolution.	Attorney or Staff
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STEP 5	164.1053 and 164.055	PUBLIC MEETING NUMBER TWO - The governmental entity first initiating the conflict resolution process shall have the responsibility to schedule the joint public meeting and arrange a location. If the entities in conflict agree, the assistance of a facilitator may be enlisted to assist them in conducting the meeting. In this meeting, the governing bodies of the primary conflicting governmental entities shall: (a) Consider the statement of issues prepared in the conflict assessment phase. (b) Seek an agreement. (c) Schedule additional meetings of the entities in conflict, or of their designees, to continue to seek resolution of the conflict.	Fifty Days after Letter in Step 2a is served on County Administrator	Full Elected Boards, all attorneys and required staff
STEP 6	164.055	If no agreement is reached, then mediation shall be conducted. The parties have 14 days from Step 5 to agree on a mediator. If a mediator cannot be agreed on, then a process for selecting the mediator is spelled out in the statute.	Fourteen days after Step 5	Attorney, Staff, and Council
STEP 7		MEDIATION - Depending on structure of mediation may or may not be a public meeting requiring notice. There are numerous variations as to how mediation can be conducted.	Fourteen days after Step 6	Attorney, Staff, and Council or Designee
STEP 8		Written Agreement from Mediation must be issued.	Ten days after Step 7	Attorney, Staff, and Council

TIME EXTENSIONS: Any of the time requirements set forth in this act may be extended to a date certain by mutual agreement, in writing, of the primary conflicting governmental entities. To the extent such agreement would cause any jurisdictional time requirements to run with regard to a particular claim, the agreement shall have the effect of extending any jurisdictional time requirements with regard to that claim for the period set forth in the agreement.

IF NO RESOLUTION AFTER ALL 8 STEPS: If there is failure to resolve a conflict between governmental entities through the procedures provided by ss. 164.1053 and 164.1055, the entities participating in the dispute resolution process may avail themselves of any otherwise available legal rights.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2021
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 4.H.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Update: Tour Helicopters

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: July 6, 2021

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.I.

TO: City Council

THRU: Nichole DeVito, Human Resources Manager
Kyle Bauman, City Attorney
Krystal Strickland, Finance Director
Lance Johnson, City Manager

FROM: Webb Warren, Deputy City Manager

DATE: 7/1/2021

SUBJECT: Longevity Award

I. BACKGROUND: The City of Destin and surrounding areas have been experiencing labor shortages since spring of 2020, resulting in a very competitive labor and recruiting market. Our current employees have continued to work diligently to complete the City's mission despite many positions remaining open. At the 2021 visioning session and operating budget workshop, a high priority was placed on the City offering and maintaining wages that attract and retain qualified staff.

II. DISCUSSION: Council and staff value our employees who have dedicated so much effort and time to the City of Destin. A one-time monetary award from the savings of unfilled positions could be designed based on years of service. Some Florida cities have implemented similar programs to help attract and retain qualified staff. A program could encompass all employees that have been with the City for more than one year. Staff is seeking Council direction whether to move forward with such a program. This is intended as a one-time interim step while a labor consultant continues to update a comprehensive wage study for the organization.

A. Link to Strategic Goals / Objectives: Financially Sound City Providing Service Excellence

B. Effect on Budget (EOB): One-time expenditure of \$40,000-\$50,000 from existing FY2021 payroll savings due to unfilled positions.

C. Level of Service (LOS):

III. CONCLUSION: Staff is seeking direction on this item

IV. RECOMMENDED MOTION: I make a motion that staff bring additional details of a one-time longevity award program and bring back proposed details at the soonest possible council meeting.

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2021
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.J.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements:
1. Budget Workshop #2 on July 12th at 5:30pm.
2. The Harbor Capacity Study will be getting underway this month.
3. Airport Road curve safety improvements update.
4. Community Center will be closed July 6,7 & 8 whiled the gym is being re-striped.
5. Reminder: July is National Parks & Rec. month, get out and enjoy your parks!
6. Code Compliance Update

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: July 6, 2021

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: June 29, 2021

SUBJECT: Jesse Robinson, on behalf of Bamboo Box, LLC is requesting a Conditional Use (21-02-CU) approval for a specialty grocery store. The project consists of renovating the existing $\pm 2,528$ SF suite to include a display area, a kitchen, a storage area, restrooms, and a small office. The subject site contains 0.22 acres. The project is being proposed at 1209 Airport Road, Suite 11 (Parcel ID: 00-2S-22-001B-000-0020).

I. BACKGROUND:

Jesse Robinson, on behalf of Bamboo Box, LLC is requesting a Conditional Use (21-02-CU) approval for a specialty grocery store. The project consists of renovating the existing $\pm 2,528$ SF suite to include a display area, a kitchen, a storage area, restrooms, and a small office. The subject site contains 0.22 acres. The project is being proposed at 1209 Airport Road, Suite 11 (Parcel ID: 00-2S-22-001B-000-0020).

II. DISCUSSION:

The proposed project was reviewed by City Staff under the Conditional Use Criteria outlined in *Article 7.12.00, Land Development Code*. The following Comprehensive Plan Policy and Land Development Code elements were applied in the review of this project request:

A. COMPREHENSIVE PLAN POLICY ELEMENTS:

The property has a Future Land Use Map Designation of Commercial General (CG). The proposed project is consistent with *Comprehensive Plan Policy 1-2: Future Land Use Element*.

B. LAND DEVELOPMENT CODE/ZONING ELEMENTS:

The property has a zoning designation of Commercial General (CG). The proposed

project is a Conditional Use in CG, as outlined in *Article 7.12.00, Land Development Code* and is consistent with the land development standards outlined in the City's Land Development Code.

SIGNS

All signs must comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

C. CONDITIONAL USE ELEMENTS:

The proposed commercial redevelopment is a Conditional Use in CG, *Table 7-2, Article 7, Land Development Code*. In accordance with *Section 7.12.10, Land Development Code*, the applicant provided a conditional use request based upon the following (See Exhibit A):

1. Characteristic of Use
2. On and Offsite Improvement Needs
3. On-site Amenities
4. Criteria for Conditional Use

Criteria for Conditional Use, per *Article 7.12.10.C, Land Development Code*:

1. LAND USE COMPATIBILITY

Staff Comments:

Scale and Intensity: Specialty grocery stores are listed as a Conditional Use in Commercial General (CG). The project is proposed on a 0.22-acre parcel. The primary intent of the standards and criteria for CG are intended to accommodate general retail sales and services; highway-oriented sales and services; other general commercial activities defined in the LDC; customary accessory uses; and requisite community facilities, *Comprehensive Plan Policy 1-2.3.2: Commercial General (CG)*. As proposed, the conditional use meets the intent of the CG zoning district.

Offsite Impacts: Given that the proposed project is inhabiting an existing suite and is utilizing existing surfaces for parking, there are no anticipated off-site impacts as a result of this project. As proposed, the conditional use meets the intent of CG zoning district and provides another specialty grocer and sales option for the citizens of Destin.

2. SUFFICIENT SIZE, SITE SPECIFICATIONS, AND INFRASTRUCTURE

Staff Comments:

Size: The project being proposed is within an existing ±2,528 SF suite on a 0.22-acre parcel.

Access and Internal Circulation: Vehicular access to the property is provided by a two-way drive from the Airport Road public Right-of-Way (ROW). As proposed, the design standards are in accordance with *Article 8.04.00, Access Management, Land Development Code*.

Urban Design Enhancement: The project is to be located within an existing suite of a shopping center. Currently, the only exterior improvements being proposed is the addition of 7 parking spaces, to comply with the requirements of *Article 8.06.00, Vehicle and Parking Standards, Land Development Code*

3. PROPER USE OF MITIGATIVE TECHNIQUES

Staff Comments: The project meets the stormwater requirements per *Article 10.03.02, Stormwater Management, Land Development Code*

4. HAZARDOUS WASTE

Staff Comments: No hazardous waste anticipated. The project is required to provide sediment, erosion, and pollution control measures in accordance with *Article 11.09.00, Illicit Discharge Detection and Elimination, Land Development Code*.

5. OVER PROLIFRATION OF USE

Staff Comments: Specialty grocery stores are a conditional use in CG. This project is one of the few specialty grocery stores within the CG zoning district.

6. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

Staff Comments: As proposed, the project meets the land development standards and regulations outlined in the City's Comprehensive Plan and Land Development Code.

III. PUBLIC COMMENT

None received to date.

A. **Link to Strategic Goals / Objectives:**

B. **Effect on Budget (EOB):**

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

III. CONCLUSION:

Jesse Robinson, on behalf of Bamboo Box, LLC is requesting a Conditional Use (21-02-CU) approval for a specialty grocery store. The project is a Conditional Use in CG, *Article 7.12.00, Land Development Code*.

The project is consistent with the following:

1. *Comprehensive Plan Policy 1-2: Future Land Use Element*
2. *Comprehensive Plan Policy 12-4.1.8: Multi-Modal Transportation District*
3. *Land Development standards outlined in Article 7, Land Development Code.*

At a public hearing on June 3, 2021, the Local Planning Agency (LPA) unanimously recommended City Council approve Conditional Use 21-02-CU, after reviewing the application in terms of **LDC Article 7.12.00.C.**

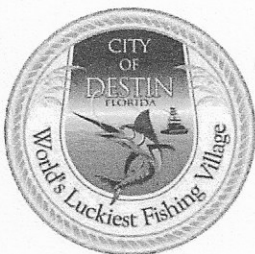
As the proposed development satisfies all the above-mentioned criteria required of a conditional use request, following the LPA recommendation, Staff recommends City Council approval of the proposed conditional use, 21-02-CU.

IV. RECOMMENDED MOTION: I move to approve Conditional Use 21-02-CU.

Attachments:

1. Revised Conditional Use Application

2. Plans.AsherContracting



City of Destin

Community Development Department

Planning Division

City of Destin Annex
4100 Indian Bayou Trail
Destin, Florida 32541

Phone (850) 654-1119 • Fax (850) 460-2171

www.cityofdestin.com

REQUEST FOR LOCAL PLANNING AGENCY PUBLIC HEARING CONDITIONAL USE APPLICATION

_____ - _____ - CU
(project number assigned by planning staff)

All applications must be emailed or shared with planning@cityofdestin.com.

A pre-application meeting is required prior to submitting this application. If a pre-application meeting has not been held, the application is considered incomplete and will not be processed. Completed applications shall be submitted to the Community Development Department – Planning Division, City of Destin Annex, 4100 Indian Bayou Trail, Destin, Florida 32541 or emailed to planning@cityofdestin.com.

You are fully responsible for researching and knowing any and all laws, which may be applicable and affect the outcome of the any decision on your application request. The City assumes no responsibility or liability relating to your failure to research and know all applicable laws including, but not limited to, state, federal and city laws, codes, land development regulations and comprehensive plan.

1. AGENT/APPLICANT: Jesse Robinson

Mailing Address: 616 Tropical Way

City: Freeport State: FL Zip Code: 32439

Business Phone number: 850-585-3091 Fax number: _____

Email: jesse_robinson@hotmail.com

2. PROPERTY OWNER: Bamboo Box LLC

Mailing Address: 3760 Misty Way

City: Destin State: FL Zip Code: 32541

Business Phone number: 850-532-8808 Fax number: _____

3. PROPERTY INFORMATION:

Street Address: 1209 Airport Rd. Unit 11

Legal Description: 00 - 02 - 22 - 001 B - 0000 - 0020
(Attach a copy of the Recorded Deed and Property Record Card)

Current Zoning: CG Future Land Use: CG

4. APPLICANT'S REQUEST (YOU MAY ATTACH A REQUEST COVER LETTER):

We are planning to open an Asian
Market. We are going to sale groceries
and food items.

886 Sq. Ft. of Storage, 676 Sq. Ft. of Kitchens,

100 Sq. Ft. for Bathrooms and 738 Sq. Ft. of Display and Shop Area.

5. IN ORDER TO SECURE A CONDITIONAL USE, THE LOCAL PLANNING AGENCY THAT YOUR CONDITIONAL USE REQUEST SATISFIES THE FOLLOWING CRITERIA OF THE CITY'S LAND DEVELOPMENT CODE (PLEASE PROVIDE A WRITTEN RESPONSE ALONG WITH ANY OTHER SUPPORTING DOCUMENTATION):

- A. *Land Use Compatibility.* The applicant shall demonstrate that the conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity.

This is an area with other similar
Use facilities near by. There is a Spanish grocery and
European grocery store nearby. There is also a massage place and a couple of
office buildings. This is in an area with no other service of this type in the Destin area.

- B. *Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use.* The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate urban design amenities such as screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

The Site is existing and we are
going to be adding additional parking.
There are currently 5 spots and we will be adding an additional 7 spaces.

- C. *Proper use of mitigative techniques.* The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.

This is an existing building with
no adverse effects to the Public

- D. *Proper use of mitigative techniques.* The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to

prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.

None needed

- E. *Hazardous waste.* The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation without use of city approved mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare. The plan shall provide for appropriate identification of hazardous waste and hazardous material and shall regulate its use, storage and transfer consistent with best management principles and practices. No use which generates hazardous waste or uses hazardous materials shall be located in the city unless the specific location is consistent with the comprehensive plan and land development regulations and does not adversely impact wellfields, aquifer recharge areas, or other conservation resources.

None needed

We will not be producing any Hazardous Wastes at all.

- F. *Avoid over-proliferation of uses.* An over-proliferation of similar uses within a zoning district shall not be permitted. The City Council shall review the existing uses within the zoning district in determining whether a conditional use shall be approved or denied.

One other similar use near and that is All

There are no Asian styled uses with in this complex. And this will be the only

Asian-styled Market in Destin.

- G. *Compliance with applicable laws and ordinances.* A conditional use application shall demonstrate compliance with all applicable federal, state, county, and city laws and ordinances. Where permits are required from governmental agencies other than the city, these permits shall be obtained as a condition of approval. The city may affix other conditions to an approval of a conditional use in order to protect the public health, safety, and welfare.

We are in compliance

6. THE FOLLOWING ITEMS ARE REQUIRED FOR A COMPLETE APPLICATION:

- ☒ 1. Completed Application - The applicant must fill out all applicable areas of the application. The application must be submitted to the Planning Division of the Community Development Department, City Hall Annex, 4100 Indian Bayou Trail, Destin, Florida 32541 or emailed to planning@cityofdestin.com.
- ☐ 2. Letter of Request - The applicant must submit a letter of request that clearly states what they are requesting.
- ☒ 3. Proof of Ownership - The affidavit of ownership must be executed, notarized, and submitted. A letter of authorization is required if the applicant is other than the owner.
- ☒ 4. Agent Affidavit / Special Power of Attorney (if applicable) - If the applicant is other than the owner of the property under consideration for review.
- ☒ 5. Legal Description - A complete legal description of the subject property must be submitted for use in the legal advertisement.
- ☒ 6. Characteristics of the Proposed Conditional Use -
 - (1) Scale and intensity of the proposed conditional use as measured by the following:
 - i. Floor area ratio.
 - ii. Traffic generation.
 - iii. Square feet of enclosed building for each specific use.
 - iv. Proposed employment.
 - v. Proposed number and type of service vehicles: and
 - vi. Off-street parking needs.
 - (2) On- or off-site improvement needs generated by the proposed conditional use and not identified on the list in subsection including the following:
 - i. Utilities.
 - ii. Public facilities, especially any improvements required to ensure compliance with concurrency management.
 - iii. Roadway or signalization improvements, or other similar improvements.
 - iv. Accessory structures or facilities; and
 - v. Other unique facilities/structures proposed as part of site improvements.
 - (3) On-site amenities proposed to enhance site and planned improvements. Amenities including mitigative techniques such as:
 - i. Open space.
 - ii. Setbacks from adjacent properties.
 - iii. Screening and buffers:

- iv. Landscaped berms proposed to mitigate against adverse impacts to adjacent sites; and
- v. Mitigative techniques for abating smoke, odor, noise, and other noxious impacts.

- _____ 7. Application Fee: Fee Schedule
(FY2019 Schedule of Fees, Resolution 19-11, adopted 08/05/19, effective 08/06/19)

Application fee includes Initial Submittal Reviews only. Subsequent Submittal Reviews and all mailing costs will be invoiced to the Applicant; invoices must be paid prior to submittal of additional Submittal Review Packages.

Accepted Payments are Cash, Check, MasterCard or Visa. Checks shall be made payable to the City of Destin and submitted to the Planning Division, Community Development Department, City Hall Annex, 4100 Indian Bayou Trail, Destin, Florida 32541

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_____ 7. Site Plan - Submit a **DIGITAL** site plan (PDF's via SharePoint, Dropbox, or other document sharing site), to scale, showing the proposed improvement or location of the specific request. The site plan shall contain an affidavit that the plan accurately depicts the property, improvements and proposed improvements. The applicant may provide a current survey (not older than ninety (90) days), which provides the same information, in lieu of a site plan. Digital plans shall be emailed or shared with planning@cityofdestin.com

- _____ 8. Additional Information – Any other documents or requirements, which are mandated by the Code or deemed necessary by staff in reference to the specific request, made may be required.

NOTE:

1. In granting any conditional use, the Local Planning Agency may prescribe appropriate conditions and safeguards in conformity with any zoning ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the conditional use is granted, shall be deemed a violation of the zoning ordinance.
2. The Local Planning Agency may prescribe a reasonable time limit within which the action for which the conditional use is required shall be begun or completed or both.
3. The City of Destin Planning Division will notify in writing abutting property owners of record within three hundred (300) feet of the subject property in accordance with LDC 2.17.00. The cost of this notification will be the responsibility of the applicant.
4. This application must be filled out completely and must be signed by the owner or his designated agent. If the applicant is different than the owner of the subject property, then an agent affidavit is required from the owner of the property that is under consideration for the Local Planning Agency hearing. The agent affidavit must be completely filled out and submitted with this application. If the property is in multiple ownership, then all of the owners or their designated agent(s) must sign this application.
5. A request for postponement must be submitted to the Community Development Department at least 10 working days prior to the originally scheduled meeting date. Costs for re-advertisements, public notice mailings, and all applicable fees will be the responsibility of the applicant.

I HAVE READ THE INFORMATION IN THIS APPLICATION AND HAVE FILLED IN ALL ANSWERS CORRECTLY TO THE BEST OF MY ABILITY.

APPLICANT:

SIGNATURE: _____

DATE: 12 Apr 21

PRINTED NAME: _____

Jesse Robinson

GENERAL NOTES & SPECIFICATIONS

1. DESIGN CRITERIA

A. CODES

FLORIDA BUILDING CODE 2017 BUILDING
2015NFPA 101
2014 NATIONAL ELECTRICAL CODE
AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (TIMBER CONSTRUCTION MANUAL, LATEST EDITION)
BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (A.C.I. 318).
BUILDING CODE REQUIREMENTS FOR CONCRETE MASONRY STRUCTURES (A.C.I.1531).
AMERICAN INSTITUTE OF STEEL CONSTRUCTION, LATEST EDITION.

B. DESIGN LIVE LOADS:

ROOF 20 PSF
FLOORS 40 PSF
LATERAL WIND FORCES 150 MPH ASCE 7-10 EXPOSURE "C"
1st STORY DESIGN WIND PRESSURE: 43 PSF, -47 PSF
2nd STORY DESIGN WIND PRESSURE: 52 PSF, -60 PSF
3rd STORY DESIGN WIND PRESSURE: 60 PSF, -67 PSF
WINDOWS WITH IN 6'-0" OF CORNERS, DESIGN WIND PRESSURE: -44 PSF

DESIGNED FOR: ENCLOSED BUILDING
STRUCTURAL CATEGORY: II
IMPORTANCE FACTOR: 1.0
INTERNAL PRESSURE COEFFICIENT +0.18 to -0.18
COMPONENTS & CLADDING SHALL BE DESIGNED AND INSTALLED (BY OTHERS)
TO COMPLY WITH THE FLORIDA BLDG CODE 2017 BUILDING

APPROVED SHUTTERS OR IMPACT RESISTANT GLAZING REQUIRED
IMPACT RESISTANT GLAZING REQUIRED ABOVE TWO STORIES
SHUTTERS OR IMPACT RESISTANT GLAZING MUST HAVE FLORIDA PRODUCT APPROVAL NUMBERS

ASIAN MARKET

AIRPORT ROAD
DESTIN, FLORIDA

PROJECT INFORMATION

BUILDING CONSISTS OF A PRE-ENGINEERED METAL BUILDING
CMU EXTERIOR WALLS 2,537 SQ. FT.
BUILDING. THIS BUILDING IS 1 FLOOR OF OFFICE SPACE.
INTENDED AS BUSINESS. GROUP B

REPAIRED BY:


P.O. Box 4915
Fort Walton Beach, Florida 32549
850-267-4988
CA 7066
Gulf Coast Engineering
Commercial and Residential Design
MICHAEL NEWELL, PE or ELLIOTT ALLEN, PE
FL REG. NO. 41126 FL. REG. NO. 42131



SITE LOCATION

GENERAL NOTES:

1. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE FLORIDA BUILDING CODE 2017 BUILDING AND 2014 NEC, AND ALL APPLICABLE LOCAL ORDINANCES.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE OWNER PRIOR TO AND DURING CONSTRUCTION.
3. THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY INCONSISTENCIES OR DISCREPANCIES DISCOVERED BETWEEN ACTUAL SITE CONDITIONS AND THOSE INDICATED ON THE DRAWINGS THAT WOULD AFFECT THE QUALITY OF THE WORK.
4. THE GENERAL CONTRACTOR SHALL VERIFY EXACT REQUIREMENTS OF ALL EQUIPMENT BEFORE ROUGH-IN. (ELECTRICAL, PLUMBING, HVAC, TELEPHONE AND COMPUTER NETWORKING...)

OCCUPANCY LOAD:

ROOM NAME	SQ. FOOTAGE	LOAD FACTOR	LOAD SUMMARY
DISPLAY AREA	710-DISPLAY 84	1:100	626/100=6
KITCHEN	820	1:200	820/200=4
RESTROOM	118	1:100	118/100=1
OFFICE	120	1:100	120/100=1
STORAGE	760	1:300	760/300=3
TOTAL H&C FLOOR	2528		TOTAL OCCUPANTS = 15

SHEET INDEX:

1. COVER SHEET
2. FLOOR PLAN
3. ELECTRICAL PLAN
4. MECHANICAL PLAN
5. LIFE SAFETY PLAN



Digitally signed by M.D. Newell, P.E.
DN: cn=M.D. Newell, P.E., o=This item has been electronically signed and sealed by M.D. Newell using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies., ou, email=mdnewell@cox.net, c=US
Date: 2020.12.03 08:44:47 -06'00'

To the best of my knowledge these plans are drawn to comply with owner's and/or builder's specifications and any changes made on them after prints are made will be done at the owner's and/or builder's expense and responsibility. The contractor shall verify all dimensions and enclosed drawing. Roland Godwin Drafting Inc. is not liable for errors once construction has begun. While every effort has been made in the preparation of this plan to avoid mistakes, the user can not guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter.


P.O. Box 4915
Fort Walton Beach, Florida 32549
850-267-4988
CA 7066
Gulf Coast Engineering
Commercial and Residential Design
MICHAEL NEWELL, PE or ELLIOTT ALLEN, PE
FL REG. NO. 41126 FL. REG. NO. 42131

ASIAN MARKET

Roland Godwin Drafting
(850) 699-3400

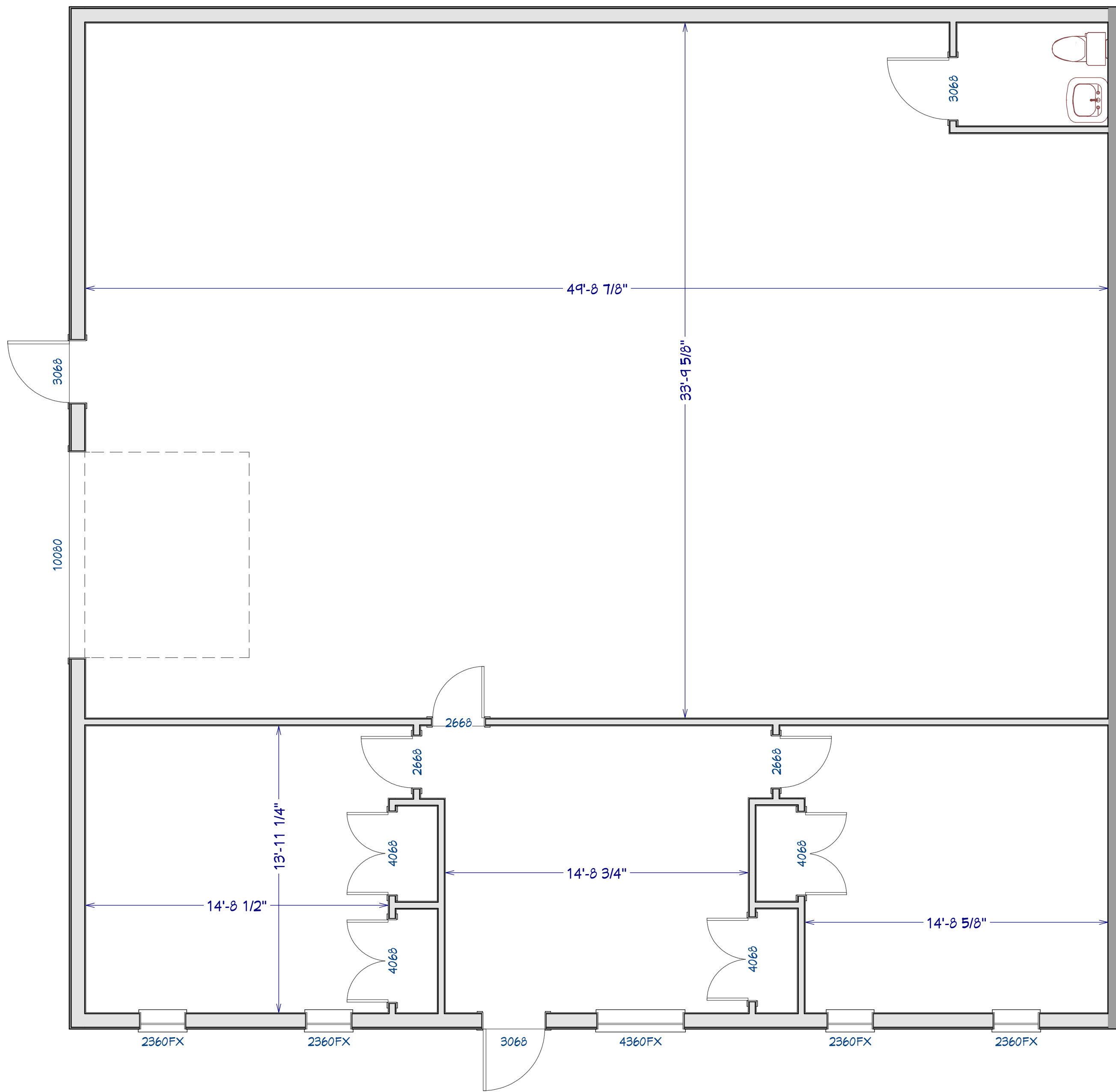
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10/22/2020

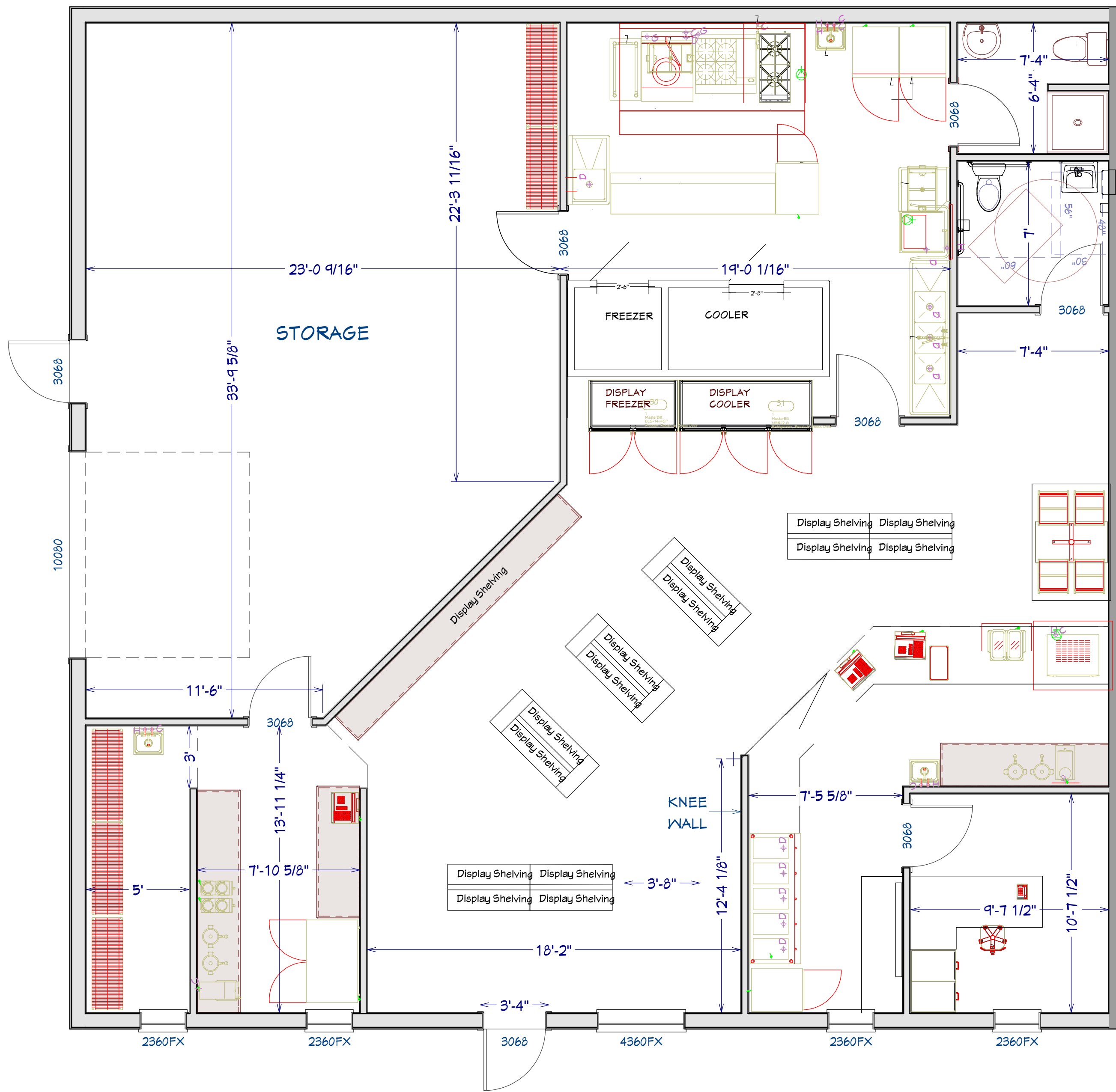
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EXISTING FLOOR PLAN



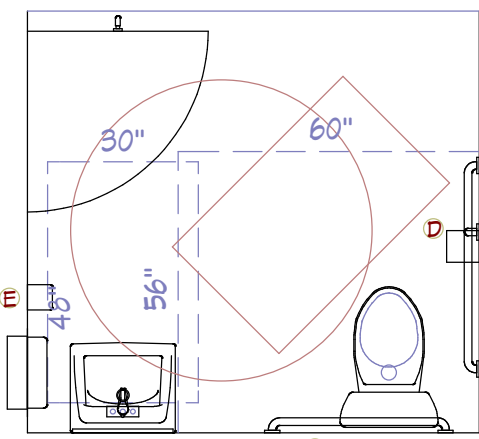
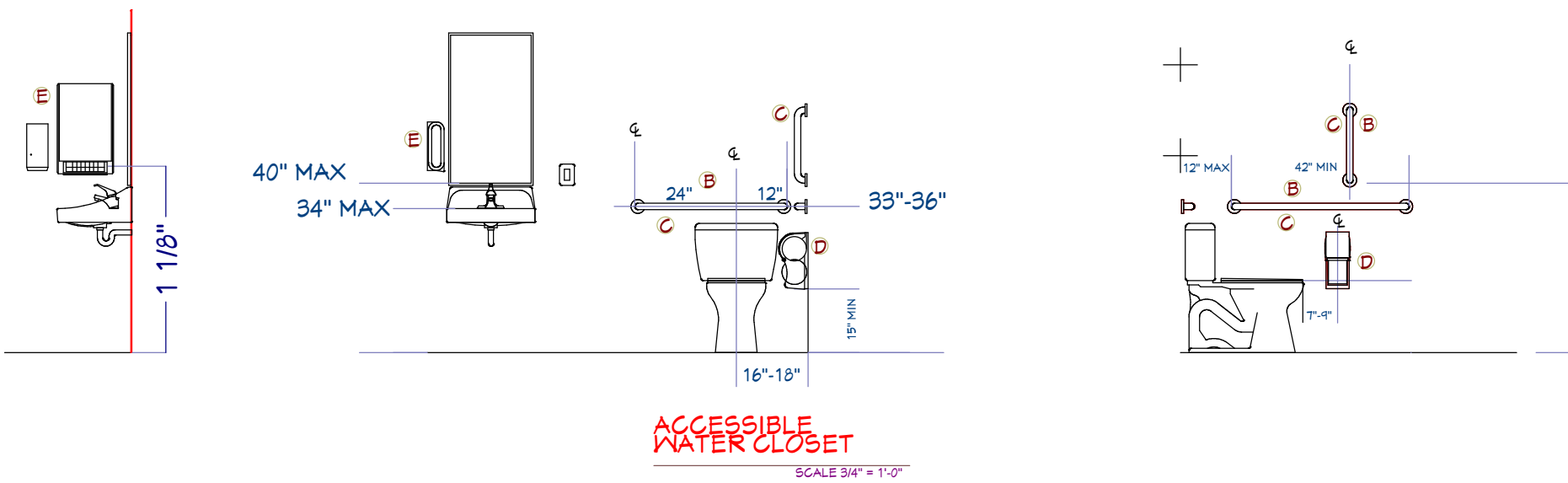
PROPOSED FLOOR PLAN

SQ. FT. 1777
STORAGE 760

INTERIOR WALL TO BE 2X4 FRAMED WITH
5/8" TYP X GYP BOARD
INTERIOR DROP CEILING HEIGHT TO BE 9'-0"

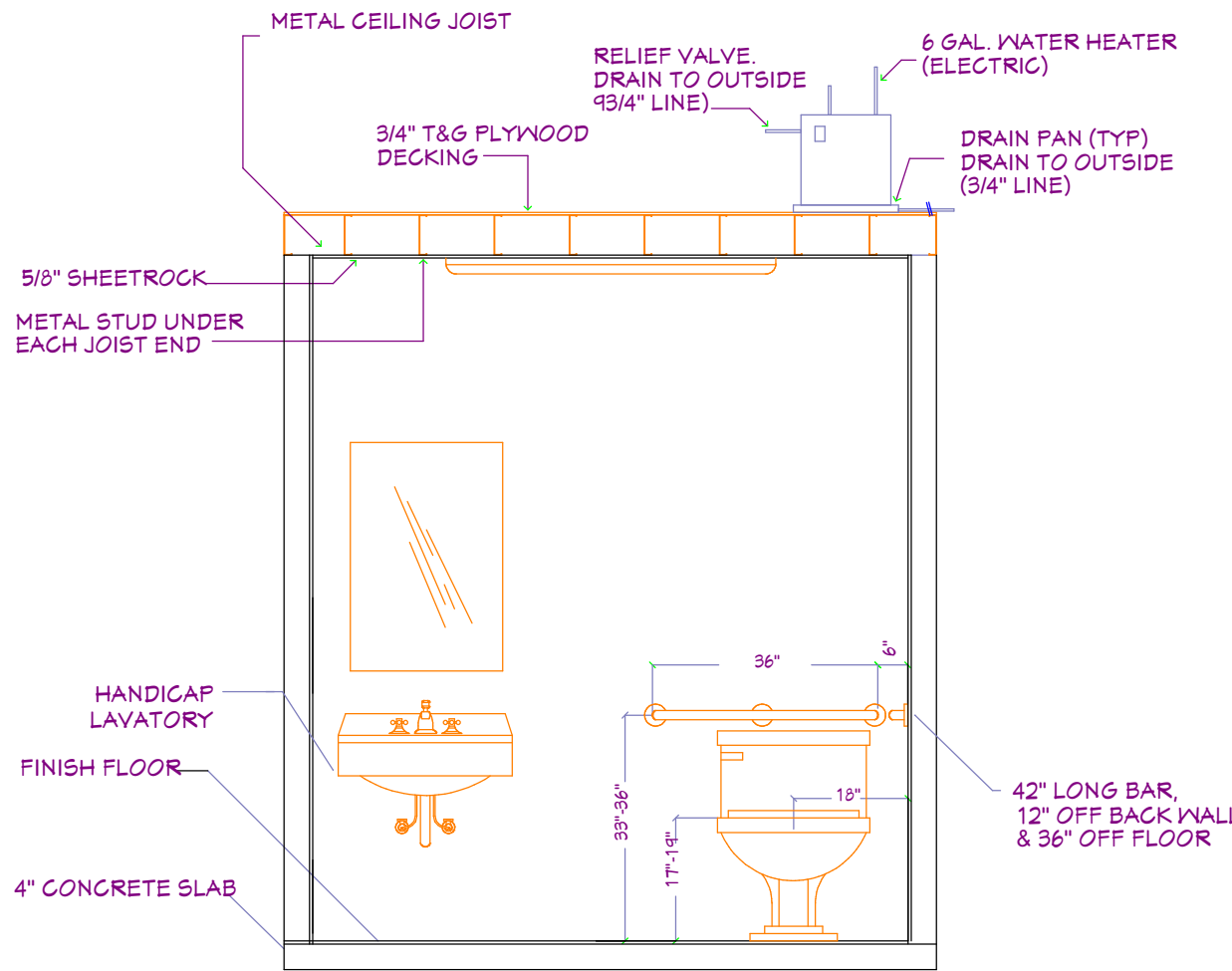


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DN: cn=M.D. Newell, P.E., o=This item has been electronically signed and sealed by M.D. Newell using a Digital Signature.
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Date: 2020.12.03 08:45:13 -06'00'



NOTE:
HOT WATER AND DRAIN PIPES UNDER LAVATORIES SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES.

- ACCESSIBLE HEIGHT WATER CLOSET
- 2. 2045 IN 12" CUBIC
- AS EGRESS
- 1.102 24" STAINLESS STEEL GRAB BARS
- STAINLESS STEEL TOILET PAPER HOLDER
- PAPER TOWEL/SOUP DISP.



HANDICAP BATHROOM
SCALE: N.T.S.

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ASIAN MARKET

Roland Godwin Drafting
(850) 699-3400

DATE:

10/22/2020

SCALE:

SHEET:

2

CA 7066
P.O. Box 4815
Tallahassee, Florida 32349
850-287-4838
850-287-4839
Gulf Coast Engineering
Commercial and Residential Design
MICHAEL NEWELL, PE or ELLIOTT ALLEN, PE
FL REG. NO. 41126



NOTE:

- 1... ALL ELECTRICAL WIRE TO BE INSTALLED IN CONDUIT
- 2... ALL WORK DONE IN ACCORDANCE WITH NEC.
- 3... SUBCONTRACTORS TO VERIFY ALL FIXTURES TYPES AND LOCATIONS WITH GENERAL CONTRACTOR.

ELECTRICAL GENERAL NOTES

- A. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES PRIOR TO INSTALLATION. REFER TO MECHANICAL AND PLUMBING DRAWINGS FOR EXACT SIZE AND LOCATION OF EQUIPMENT WHICH IS FURNISHED BY OTHERS AND CONNECTED BY ELECTRICAL.
- B. RECEPTACLES, SWITCHES AND COVERPLATES COLOR SHALL BE SELECTED BY THE ARCHITECT FROM STANDARD COLORS.
- C. REPAIR ALL DOOR SWINGS WITH ARCHITECTURAL DRAWINGS PRIOR TO ROUGHING IN WALL FOR SWITCHES.
- D. LOCATION OF LIGHTING FIXTURES, DISCONNECT SWITCHES, ETC. SHALL BE MECHANICAL EQUIPMENT ROOM SHALL BE COORDINATED WITH FINAL MECHANICAL EQUIPMENT LOCATION TO PROVIDE NATIONAL ELECTRIC CODE REQUIRED ACCESS SPACE.
- E. FINAL CONNECTION TO ALL MOTORS SHALL BE WITH FLEXIBLE CONDUIT CONNECTION.
- F. ALL EXIT AND EMERGENCY FIXTURES SHALL BE CONNECTED TO LIGHT CIRCUIT AHEAD OF LOCAL SWITCH.
- G. ALL PANELBOARDS, BACKBOARDS, TERMINAL CABINETS, ETC. SHALL HAVE CUSTOM ENGRAVED MICARTA NAMEPLATE MECHANICALLY AFFIXED IDENTIFYING SYSTEM.
- H. PROVIDE GREEN GROUND CONDUCTOR IN ALL CIRCUITS - SIZE PER N.E.C.
- I. THE ELECTRICAL CONTRACTOR SHALL OBTAIN AND REVIEW THE MECHANICAL AND SPECIAL EQUIPMENT SUBMITTALS PRIOR TO SUBMITTING THE ELECTRICAL SUBMITTALS. ANY ELECTRICAL EQUIPMENT, CONDUIT, AND WIRE SIZE CHANGES RESULTING FROM THIS REVIEW SHALL ALSO BE SUBMITTED FOR APPROVAL.
- J. COMPLY WITH ALL LOCAL CODE, LAWS, AND ORDINANCES APPLICABLE TO ELECTRICAL WORK. THE STATE BUILDING CODE AND THE NATIONAL ELECTRIC CODE OBTAIN ALL PERMITS REQUIRED BY LOCAL ORDINANCES.
- K. OBTAIN ARCHITECT'S APPROVAL OF ALL LIGHT FIXTURES, SWITCHES, RECEPTACLES, PANELBOARDS, ETC. PRIOR TO PURCHASING.
- L. THE ELECTRICAL WORK SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. ALL NOT SO INSTALLED SHALL BE REMOVED AND REPLACED AT NO COST TO THE OWNER.
- M. EXCEPT WHERE EXPOSED WORK IS SHOWN, ALL WORK SHALL BE INSTALLED IN CONCEALED TYPE CONSTRUCTION. UNDERGROUND CONDUITS UP TO FIRST BOX IN CONCEALED CONSTRUCTION MAY BE PVC. EXTERIOR EXPOSED WORK SHALL BE 1/2" O.D. BRANCH CIRCUIT CONDUIT RUN IN OPEN SPACES ABOVE CEILING OR IN WALLS MAY BE THINWALL (E.M.T.) CONDUIT 1/2" MIN. SIZE OR MC CABLE, EXPOSED SERVICE AND PANEL FEEDER CONDUITS MAY BE SCH. 40 FVPC.
- N. ALL CONDUCTORS LESS THAN 100A. SHALL BE COPPER #12 B.S. #10 B.S. AND LARGER STRANDED, 86 AND SMALLER TO BE TYPE THHN, 600 VOLT INSULATION AND THHN OR THHN FOR 86 AND LARGER. ALUM. CONDUCTORS MAY BE USED FOR 100A. AND LARGER ONLY WHERE USED WITH COMPRESSION TERMINATIONS.
- O. PROVIDE GROUNDING PER NATIONAL ELECTRIC CODE.
- P. THE CONTRACTOR SHALL LEAVE THE ENTIRE ELECTRICAL SYSTEM INSTALLED IN PROPER WORKING ORDER, SHALL REPLACE WITHOUT ADDITIONAL COST, ALL WORK OR MATERIAL WHICH MAY DEVELOP DEFECTS, (ORDINARY WEAR AND TEAR OR DAMAGE RESULTING FROM IMPROPER HANDLING EXCEPTED) WITHIN A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE OWNER.
- Q. PROVIDE (2) 1/2" PVC PIPE TO EACH UNIT FOR PHONE AND TV CABLE.

Panel A									
VOLTAGE	120/208 A/C RATING	PHASE K	3 MOUNTING	WIRE flush	4 NEMA	MAIN RATING	200 amp main breaker		
CKT NO.	SERVING	CONN LOAD	TRIP	POLE	POLE	TRIP	CONN LOAD	SERVING	CKT NO.
1	HVH	-	30	2	1	20	-	LIGHTING	2
3	HVH	-	30	2	1	20	-	LIGHTING	4
5	HEAT	-	60	2	1	20	-	Lighting	6
7	HEAT	-	60	2	1	20	-	LIGHTING	8
9	A/C	-	50	2	1	20	-	LIGHTING	10
11	A/C	-	50	2	1	20	-	FREEZER DISPLAY	12
13	COOLER	-	30	2	1	20	-	COOLER DISPLAY	14
15	COOLER	-	30	2	1	20	-	BATHROOM	16
17	FREEZER	-	30	2	1	20	-	KITCHEN RECPT	18
19	FREEZER	-	30	2	1	20	-	KITCHEN RECPT	20
21	RECPT	-	20	1	1	20	-	KITCHEN RECPT	22
23	RECPT	-	20	1	1	20	-	STORAGE	24
25	RECPT	-	20	1	1	20	-	STORAGE	26
27			20	1	1	20	-		28
29			20	1	1	20	-		30
31			20	1	1	20	-		32
33			20	1	1	20	-		34
35			20	1	1	20	-		36
37			20	1	1	20	-		38
39			20	1	1	20	-		40

EXISTING ELECTRICAL TO BE USED
NEW EQUIPMENT ADDED WILL HAVE
ELECTRICAL ADDED AS NOTED ON PANEL

To the best of my knowledge these plans are drawn to comply with owners' and/or builder's specifications and any changes made on them after printing are made solely at the owner's and/or builder's expense and responsibility. The contractor shall verify all dimensions and enclosed drawings. Roland Groulx Drafting Inc. is not liable for errors once construction has begun. While every effort has been made in the preparation of this plan to avoid mistakes, the client acknowledges that errors or omissions may exist. The client agrees to hold Roland Groulx Drafting Inc. harmless from any and all claims, damages, costs and expenses, including reasonable attorneys' fees, that may be incurred by the client or any third party as a result of the use of these plans.

 **Gulf Coast Engineering**
Commercial and Residential Design

P.O. Box 4915
10000 Gulf Breeze Pk., Florida 32549
850-729-4380
850-729-4388

CA 7066

MICHAEL NEWELL, PE or ELLIOTT ALLEN, PE
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ASIAN MARKET

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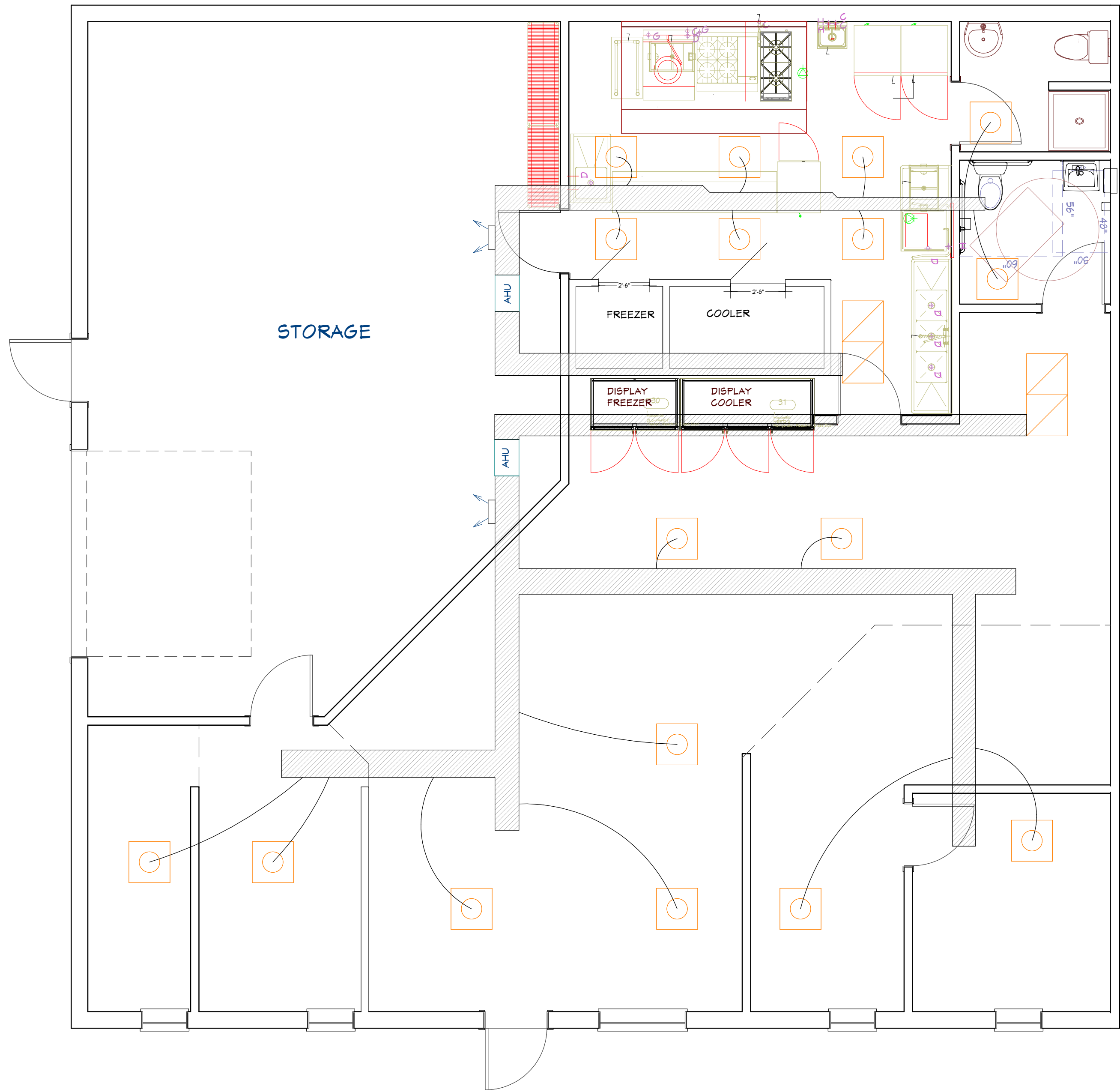
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10/22/2020

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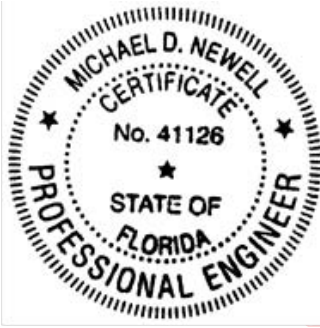
MECHANICAL LAYOUT
SCALE 1/4"=1'-0"

- SUPPLY DAMPER
- RETURN DAMPER
- EXH. CAP. W/DAMPER
- AHU
- EXHAUST FAN
- DUCT REDUCTION

MECHANICAL UNITS
NEW AHU 1- 5 TON SPLIT SYSTEM HEAT PUMP

EXHAUST FANS

FAN	CFM	DIA	TERMINATION	MATERIAL	OPERATION
EF2	50	6"	WALLCAP W/DAMPER	GALV PIPE	20 MIN TIMER



Digitally signed by M.D. Newell, P.E.
DN: cn=M.D. Newell, P.E., o=This item has been
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using a Digital Signature. Printed copies of this
document are not considered signed and sealed
and the signature must be verified on any
electronic copies. ou,
email=mdnewell@cox.net, c=US
Date: 2020.12.03 08:45:38 -06'00'

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10/22/2020

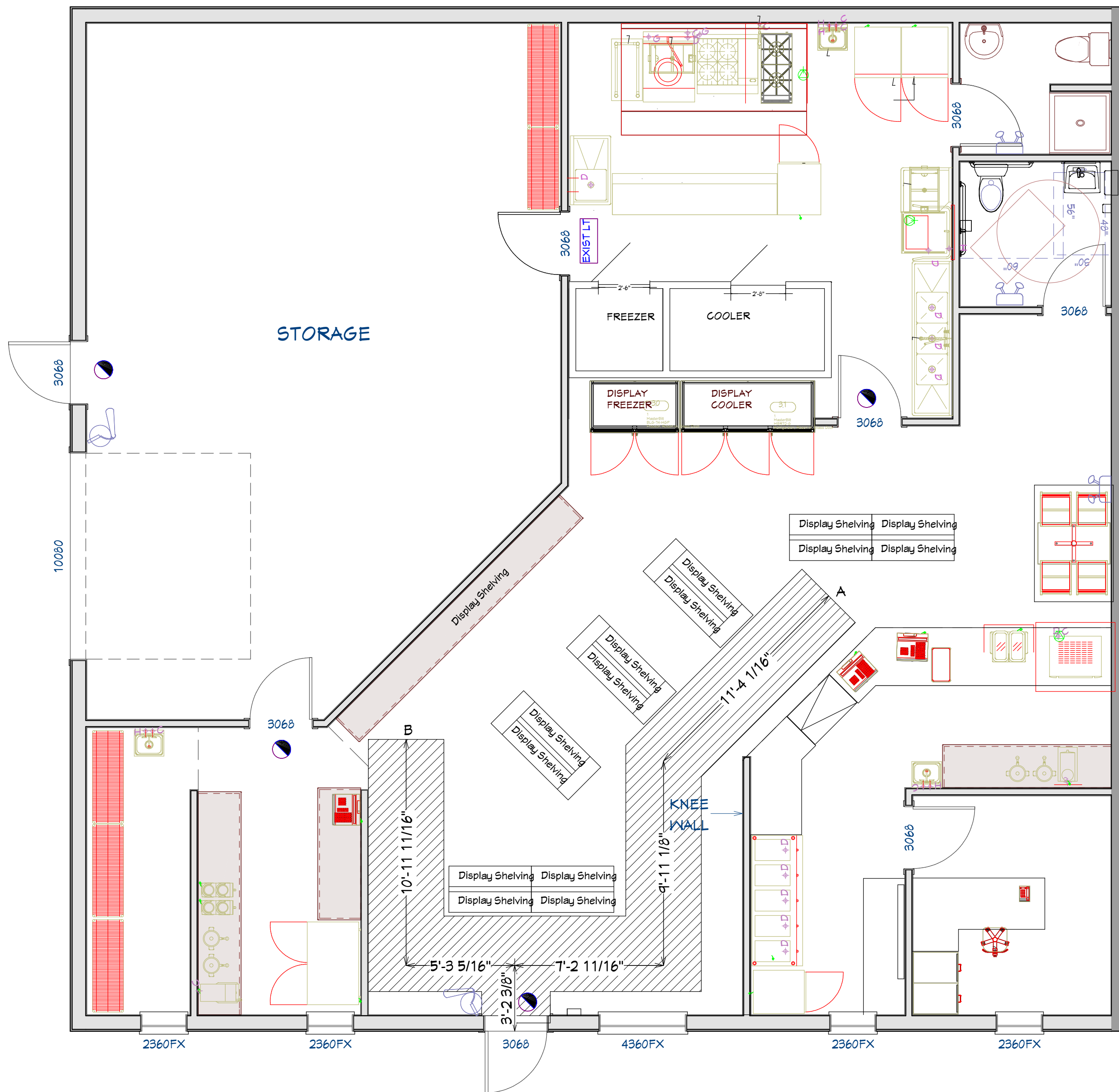
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ASIAN MARKET

Gulf Coast Engineering
Commercial and Residential Design
MICHAEL NEWELL, PE or ELLIOTT ALLEN, PE
FL REG. NO. 41126 FL. REG. NO. 42131
P.O. Box 4815
Palm Beach Gardens, Florida 33449
(561) 387-4838 CA 7066



PROPOSED FLOOR PLAN

SQ. FT. 1777
STORAGE 760

INTERIOR WALL TO BE 2X4 FRAMED WITH
5/8" TYP X GYP BOARD
INTERIOR DROP CEILING HEIGHT TO BE 9'-0"

LIFE SAFETY PLAN

SCALE 1/4"=1'-0"

EGRESS PATH
(UNSPRINKLERED)
COMMON PATH LIMIT: ASSEMBLY 20/75
TRAVEL DISTANCE LIMITS: 200
TOTAL EGRESS PATH:
(A) 19'-6" TO FRONT EGRESS
(B) 33'-10" TO FRONT EGRESS

ELECTRICAL LEGEND

- EMERG./EXIST LIGHT
- EXIST LIGHT
- SMOKE DETECTOR IN SERIEBATT. BACK UP
- FIRE EXTINGUISHER (WALL MOUNTED)
- TWIN HEAD EMERGENCY BATTERY UNIT



Digitally signed by M.D. Newell, P.E.
DN: cn=M.D. Newell, P.E., o=This item has been
electronically signed and sealed by M.D. Newell
using a Digital Signature. Printed copies of this
document are not considered signed and sealed
and the signature must be verified on any
electronic copies., ou, email=mdnewell@cox.net,
c=US
Date: 2020.12.03 08:46:02 -06'00'

To the best of my knowledge these plans are drawn to comply with owner's and/or builder's specifications and any changes made on them after prints are made will be done at the owner's and/or builder's expense and responsibility. The contractor shall verify all dimensions and enclosed drawing. Roland Godwin Drafting Inc. is not liable for errors once construction has begun. While every effort has been made in the preparation of this plan to avoid mistakes, the
owner can not guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter.

ASIAN MARKET

Roland Godwin Drafting
(850) 699-3400

DATE:

10/22/2020

SCALE:

SHEET:

5

P.O. Box 4815
Tallahassee, Florida 32349
850-287-4838
Gulf Coast Engineering
Commercial and Residential Design
MICHAEL NEWELL, PE or ELLIOTT ALLEN, PE
FL REG. NO. 41126 FL REG. NO. 42131
CA 7066

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2021**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 6.A.**TO:** City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 06/14/2021**SUBJECT:** Authorization to purchase two trailer-mounted 6" Self-Priming Trash Pumps

I. BACKGROUND: The City's Public Works Department uses pumps during heavy rains to protect roadways and structures from flooding. The City's current 6" pump is 20+ years old. City staff had to use loaner pumps from Destin Water Users and the St. Johns River Water Management District during Hurricane Sally.

II. DISCUSSION: After Hurricane Sally, staff approached State Representative Patt Maney's office with a request for assistance in purchasing pumping equipment to support our Emergency Management Response efforts. Rep. Maney's office submitted an appropriations request to the State of Florida that was granted. The award will be effective July 1, 2021. It requires a 50% match, and the award will be managed by the Florida Department of Emergency Management (FDEM). The Public Works and Safety Committee Surtax Advisory Board believes it would be wise to use some of their 10% allotment of Okaloosa Half Penny surtaxes to use as match to purchase the pumps and hoses.

A. Link to Strategic Goals / Objectives: Emergency Management

B. Effect on Budget (EOB): Two 6" pumps at the quoted price totals \$81,432. Payment for these was recommended by the Public Works and Safety Committee/Surtax Advisory Board out of their 10% Surtax allotment. The minutes for this meeting are attached as ATT4. A Budget Amendment is attached to record the grant from FDEM (\$40,716) and to record an appropriation of Okaloosa Half Penny funds (\$40,716) to meet the grant's match requirement.

	30553833	12953831 Oka Half	
FY2021 Budget	FDEM Grant	Penny	TOTAL
564000-SW55	\$ -	\$ -	\$ -
EQUIPMENT-TRASH PUMPS			
Budget Amendment/Transfer	40,716	40,716	81,432
Previous Expenses/Encumbrances	-	-	-
Available Program Budget	40,716	40,716	81,432
This Agreement +(-)	(40,716)	(40,716)	(81,432)
FY21 Remaining Program Budget	\$ -	\$ -	\$ -

C. **Level of Service (LOS)**: The purchase of these two pumps will greatly improve the City's ability to respond to structural and roadway flooding.

III. **CONCLUSION**: The City's lone 6" pump is over 20 years old (photos attached as ATT6). The acquisition of these new two pumps will provide Staff with a greater ability to respond to flooding conditions and will allow for redundancy in the case that one breaks down.

IV. **RECOMMENDED MOTION**: I move that the City Manager be authorized to purchase two 6" self priming trash pumps from Thompson Pump Company.

Attachments:

1. ATT1: City of Destin Thompson 6HT Quote
2. ATT2: 6HT Spec Sheet
3. ATT3: Thompson Pump Destin 6HT Options
4. ATT4: 3-9-21pwps minutes
5. ATT5: Budget Amend FDEM Grant for Strmwtr Equip
6. ATT6: Photos of 6 inch Pump June 2021



Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

June 2, 2021

Quote # FL-BL-2147B

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

PH: 850-837-4242
CELL: 850-598-0086
E: mburgess@cityofdestin.com

RE: FY 2020-2023 6" Trailer Mounted Heavy Duty Trash Pump

Mr. Michael Burgess,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand that this pump will be utilized by the City of Destin for general de-watering operations.

Per your request, we are providing 2020-2023 Florida Sheriffs Association Contract Package Item # 276 pricing for (1) Thompson Pump Model **6HT-DIST-4LE2T-M**, 6" trailer mounted, sound attenuated, heavy duty trash pump with add options and hose. The net price is derived from our 2020 Florida Sheriffs Association Contract Bid Award #FSA20-EQU18.0-Heavy Equipment. This Florida based government contract enables the City of Destin to avoid the hassle and expense of purchasing this pump through the public bid process. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA20-EQU18.0, Item # 276.

Should you require further information or have any questions, please contact me at 386-212-6999 or blee@thompsonpump.com.

Sincerely,

Brian Lee | Thompson Pump & Manufacturing Co., Inc
Municipal Sales - Cell: (386) 212-6999
Email: blee@thompsonpump.com.



Municipal Sales
 4620 City Center Dr., Port Orange, FL, USA 32119
 (800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

PRICE QUOTE / Bid Award FSA20-EQU18.0 / Item # 276

Description	Order Codes	Qty	FSA	Subtotal
6JSC	Vehicle			
Zone:	Central			
Base Price:		1	\$ 38,714.00	\$ 38,714.00
Base Model includes: TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), DOT light package, trailer, and 24 month warranty				
Delete Options:				
<< Deduct Option- Downgrade pump from 6JSC to 6-WTP	6- WTP	1	\$ 14,105.00	\$ 14,105.00
<< Deduct Option- Basic control panel for pump. Manual Start/Stop	TPM Panel- Basic	1	\$ 2,791.00	\$ 2,791.00
Add Options:				
<< Add Option- Upgrade pump from 6JSC to 6JSC/4JSC-HP with Silent Knight enclosure	6- SK	1	\$ 11,875.00	\$ 11,875.00
<< Add Option- Upgrade pumping system with on-board 115VAC-powered battery charging system	Battery Charger	1	\$ 471.00	\$ 471.00
<< Add Option- Upgrade pumping system with on-board racks for mobilizing suction hoses	Hose Racks	1	\$ 842.00	\$ 842.00
<< Add Option-Upgrade pumping system with on-board, lockable storage box- select models only	Trailer Storage Box	1	\$ 550.00	\$ 550.00
<< Add Option- (1) 6" x 50' R-Lay-flat Discharge Hose, C-BxS	6x20 Discharge Hose	8	\$ 274.00	\$ 2,192.00
<< Add Option- (1) 6" x 20' RWR- Suction Hose, C-BxS	6x20 Suction Hose	2	\$ 476.00	\$ 952.00
<< Add Option- (1) 6" x 10' RWR- Suction Hose, C-BxS	6x10 Suction Hose	2	\$ 301.00	\$ 602.00
<< Add Option- Upgrade pump with modular frame for SK- select models only	MOD-F	1	\$ 1,414.00	\$ 1,414.00
Final Model: 6HT-DIST-4LE2T-MC				\$ 40,716.00

* Terms & Conditions *

- DELIVERY FREIGHT: INCLUDED
- FOB: DESTINATION
- TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
- DELIVERY: 10-12 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
- PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
- NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE



Experience Innovation

Name: 6" Self Priming Cast Iron Trash Pumps (Wet Prime)

Model: 6HT

With its heavy-duty cast-iron construction, ability to self-prime when filled with water, and re-prime automatically, the Thompson 6HT leads the industry in construction, industrial and wastewater applications. The Thompson 6HT is designed for moderate flow rates up to 1,430 gpm and can handle heads up to 104 feet.



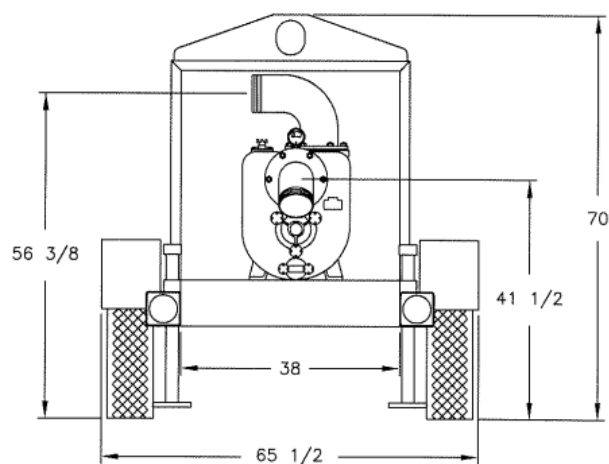
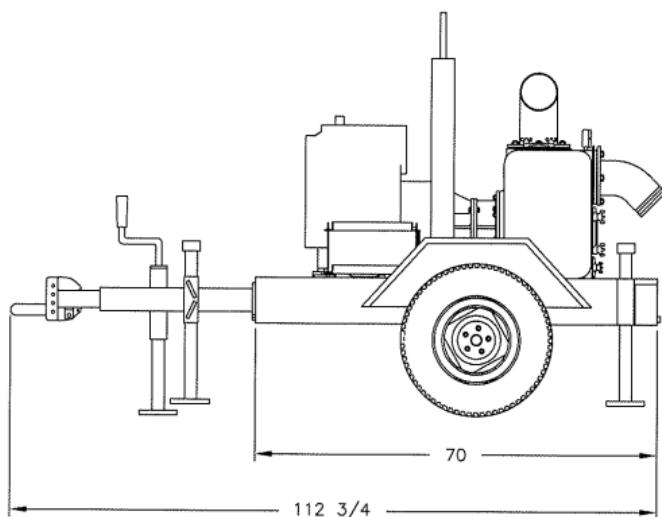
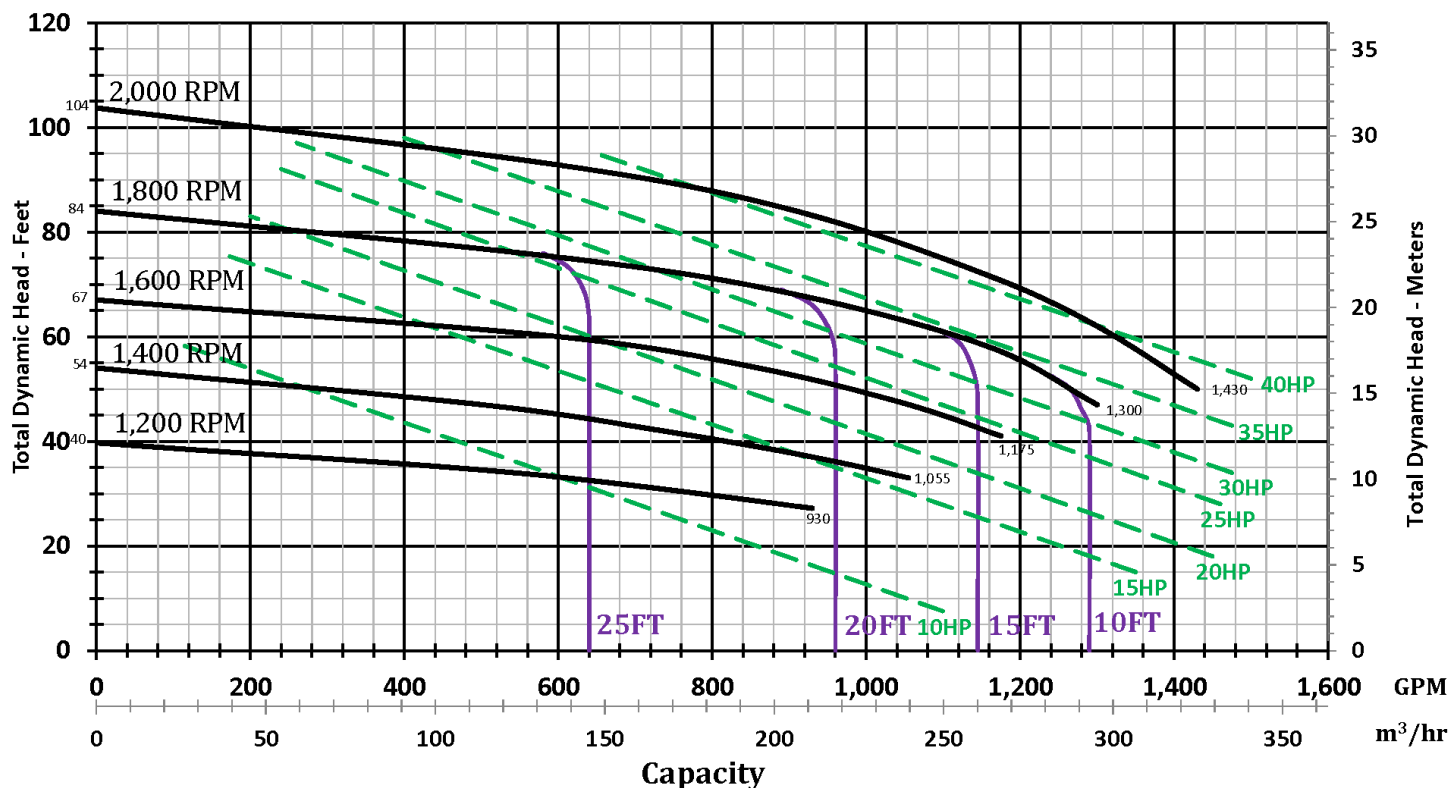
Photo shown may not be exact model.

Consult factory for other versions & options including site trailers, sound attenuation, etc.

Pump End Materials	
Pump Casing	Heavy-duty class 30 cast-iron.
Impeller	Dynamically balanced, non-clogging, semi-open, 65-45-12 ductile iron with rear-equalizing vanes to reduce axial loading and prolong seal and bearing life; diameter 9.74".
Mechanical Seal	Dry-running, grease or oil lubricated with Tungsten Carbide rotating and Silicon Carbide stationary seal faces. Single inside mounted, non- pusher type with self-adjusting elastomeric bellows. Other components are 304 stainless steel and Viton.
Head	Rugged, back pull out design, heavy-duty class 30 cast iron with tapered bore design.
Bearings	Heavy-duty grease lubricated to carry both axial and radial loads.
Bearing Frame	Heavy-duty class 30 cast iron.
Shaft	High quality stress-proof steel.
Wear Plate	Replaceable, class 30 cast iron with abrasion resistant rubber facing to extend service life.

Technical Specifications			
Suction Size	6 in (15.24 cm)	Approximate Dry Weight	3,225 lbs (2,068.38 kg)
Discharge Size	6 in (15.24 cm)	Best Efficiency	71%
Maximum Solids Handling	3 in (7.62 cm)	Maximum Operating Speed	2,000 rpm
Maximum Operating Temperature	200° F (93.33° C)	Maximum Operating Pressure	45 psi (310.41 kPa)

Fuel Tank Options		Isuzu Max Run Time
Integral	62 Gal	38 Hours



Isuzu 4LE2T—43 hp @ 2,400 rpm

Typical Operating Speed	2,000 rpm	Engine Speed	Fuel Economy	Run Time*
Maximum Head	104 ft (31.7 m)	2,000 rpm	0.390 lb/hp-hr	25 hrs
Maximum Flow Capacity	1,430 gpm (324.61 m³/hr)	1,800 rpm	0.379 lb/hp-hr	28 hrs
Maximum Fuel Consumption	2.45 gph (9.27 L/hr)	1,600 rpm	0.372 lb/hp-hr	38 hrs

*Engine run times calculated based on a 62 gallon fuel tank.

Specifications and illustrations are subject to revision without notice and without incurring any obligation for previous or subsequent equipment sold. Thompson Pump (ISO 9001:2015) makes no representation regarding the completeness or accuracy of this information and is not liable for any direct or indirect damages arising from or relating to this information or its use. Capacity & Head are shown for comparative purposes. Consult Thompson factory for exact capabilities.

Florida Sheriffs Association- Cooperative Purchasing Program

Contract: FSA20-EQU18.0, Heavy Equipment
Group: PUMP: 6 Inch Mobile Pump Package
Item #: 276, Thompson Pump 6JSC

3-Year Contract Term with Annual Update Option

Term #1 Effective: October 1, 2020 - September 30, 2021
Term #2 Effective: October 1, 2021 - September 30, 2022
Term #3 Effective: October 1, 2022 - September 30, 2023

DESIGN REQUIREMENTS: Discharge size: 6 inches; Suction size: 6 inches; Capable of 1750 GPM minimum; Capable of 160 ft. Total Dynamic Head (TDH) minimum; Duty Point, Maximum: 1,000 gallons per minute minimum (GPM) at 120 ft. Total Dynamic Head (TDH); Solids handling capability size, minimum size: 3 inches. ENGINE: Diesel engine, appropriate to pump size at continuous duty; Emission compliant engine; Industrial grade exhaust muffler and rain cap; Oil and coolant drain lines with ball valves; Low water level shutdown switch; 12vdc system with battery rack and cables; 50 gallon minimum fuel tank with low fuel level alarm and shutdown. PUMP: Check valve; Self-priming system. CONTROLS: Solid state, microprocessor-based pump controls; Controls shall provide all operating, monitoring and control functions for the pump set; Controller will also provide 2 fully programmable contacts for input and output signals accordingly; Controller will provide remote start stop control with adjustable ramp (speed) time control; UL 508 R and CSA C22.2 No. 14 approved. TRAILER: The manufacturer shall mount the diesel engine and pump unit with the above 50 gallon subbase tank on a street legal D.O.T. approved trailer; This trailer will be able to be rated for a safe travel at speeds of 60 mpg and not be limited to the following specifications: Trailer design shall be such that the County/City may easily remove the entire engine, fuel tank and pump from the trailer; 12vdc electric system; Lunette or military type towing ring with safety chains; Single point lifting bar; License plate bracket; Sand shoe type support stands front and rear; Torque spring axles to meet load of trailer; The trailer must have a VIN and a certificate of origin. STARTUP AND COMMISSIONING: Vendor must coordinate all startup and testing activities with the engineer/owner; After field delivery of the pump and trailer, an authorized factory representative shall perform the initial startup and field testing of the pump and trailer; If conditions permit, a site will be determined where connection will be made by the County/City to test the pump package; If a site cannot be prepared a standard operational test will be performed; At the same time the startup test is performed, the factory representative will provide all necessary operation, field maintenance and minor repair training as necessary; This will also include safety procedures and hazard assessment.

Zone	Vendor	Base Model	Base Price
Western	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	\$38,714.00
Northern	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	\$38,714.00
Central	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	\$38,714.00
Southern	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	\$38,714.00

FSA Order code	Deduct Options	FSA Price
3D	Deduct Option- Downgrade pump from 6JSC to 3D- trailer mounted	(\$36,731)
4JSC-FT4-LHP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-LHP	(\$5,835)
4JSC-STP	Deduct Option- Downgrade pump from 6JSC to 4JSC-STP	(\$7,088)
4D-FT4	Deduct Option- Downgrade pump from 6JSC to 4D-FT4	(\$20,798)
6- WTP	Deduct Option- Downgrade pump from 6JSC to 6-WTP	(\$14,105)
SK Dewatering	Deduct Option- Downgrade pump from 6JSC to 6" Silent Wellpoint Dewatering Pump	(\$5,597)
4- WTP	Deduct Option- Downgrade pump from 6JSC to 4-WTP	(\$15,557)
6JSC-LHP-9.5	Deduct Option- Downgrade pump from 6JSC to 6JSC-LHP-9.5	(\$2,500)
4JSC-FT4	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4	(\$3,596)
4JSC-FT4-D	Deduct Option- Upgrade pump from 6JSC to 4JSC-FT4-D	(\$1,421)
4" Trailer	Deduct Option- Remove Trailer DOT Trailer for 4" Pump	(\$1,588)
6" Trailer	Deduct Option- Remove Trailer DOT Trailer for 6" Pump	(\$1,942)
8" Trailer	Deduct Option- Remove Trailer DOT Trailer for 8" Pump	(\$2,944)
10/12 Trailer	Deduct Option- Remove Trailer DOT Trailer for 10"/12" Pump	(\$6,163)
12/18 Trailer	Deduct Option- Remove Trailer DOT Trailer for 12"/18" Pump	(\$8,700)
TPM Panel- Basic	Deduct Option- Basic control panel for pump- Manual Start/Stop	(\$2,791)
Float Box	Deduct Option- Remove float storage box	(\$160)
ECON Options	Deduct Option- Remove LB and LJ- select models only	(\$943)

FSA Order code	Add Options	FSA Price
4-SK	ADD Option- Upgrade pump from 6JSC to 4JSC-LHP with Silent Knight enclosure	\$8,100
4/6-SK	ADD Option- Upgrade pump from 6JSC to 4JSC-FT4/6JSC-LHP with Silent Knight enclosure	\$9,754
6- SK	ADD Option- Upgrade pump from 6JSC to 6JSC/4JSC-HP with Silent Knight enclosure	\$11,875
8/10/12- SK	ADD Option- Upgrade pump from 6JSC to 8JSC/10JSC/12JSC-LHP with Silent Knight enclosure	\$14,184
12/18- SK	ADD Option- Upgrade pump from 6JSC to 12JSC-HP/12JSC-MP/18JSC-HP with Silent Knight	\$17,799
18- SK	ADD Option- Upgrade pump from 6JSC to 18JSC-PEAK with Silent Knight enclosure	\$19,213
4JSC-HP-FT4	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-FT4	\$3,913

4JSC-HP-FT4-10	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-FT4-10	\$1,144
4JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-STP	\$3,704
6JSC-LHP-10	ADD Option- Upgrade pump from 6JSC to 6JSC-LHP-10	\$1,052
6JSC-FT4-C/K	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-C/K	\$3,751
6JSC-FT4-D	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-D	\$7,940
6JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-J	\$10,901
6V-FT4-K	ADD Option- Upgrade pump from 6JSC to 6V-FT4-K	\$1,761
6JSC-STP	ADD Option- Upgrade pump from 6JSC to 6JSC-STP	\$3,204
8JSC-FT4-C	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-C	\$38,752
8JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-J	\$33,677
8JSC-FT4-D	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-D	\$39,477
8JSC-FT4-LHP	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-LHP	\$27,152
8V-FT4-D	ADD Option- Upgrade pump from 6JSC to 8V-FT4-D	\$7,795
8JSC-STP	ADD Option- Upgrade pump from 6JSC to 8JSC-STP	\$14,410
10JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 10JSC-FT4-J	\$42,377
12JSC-LHP-FT4-J	ADD Option- Upgrade pump from 6JSC to 12JSC-LHP-FT4-J	\$43,827
12JSC-LHP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-LHP-STP	\$29,327
12JSC-MP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-MP-STP	\$33,617
12JSC-HP-FT4-V	ADD Option- Upgrade pump from 6JSC to 12JSC-HP-FT4-V	\$109,082
12JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-HP-STP	\$64,852
18JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 18JSC-HP-STP	\$106,328
18JSC-PEAK	ADD Option- Upgrade pump from 6JSC to 18JSC-PEAK	\$136,448
32HPU/60HST-C/D	ADD Option- Upgrade pump from 6JSC to 32HPU/40HST-C/D	\$6,852
32HPU/60HST-C/D	ADD Option- Upgrade pump from 6JSC to 32HPU/60HST-C/D	\$7,258
78HPU/120HST-C/D	ADD Option- Upgrade pump from 6JSC to 78HPU/120HST-C/D	\$50,855
24V Engine	ADD Option- Upgrade engine with 24VDC electrical system	\$1,350
DC Battery Disconnect	ADD Option- Upgrade engine with manual battery disconnect	\$390
DC2AC Inverter	ADD Option- Upgrade pumping system with on-board 12/24VDC-to-120VAC-1750W power inverter	\$1,269
SCADA Interface	ADD Option- Upgrade pumping system with on-board SCADA interface with dry contact alarms	\$1,821
TPM Omni	ADD Option- Upgrade pumping system with TPM-Omni Beacon with HL float and 2nd alarm option	\$1,497
TPM Omni- Service	ADD Option- Upgrade pumping system with annual wireless monitoring service for TPM-Omni Beacon	\$300
RECON 2000T	ADD Option- Upgrade pumping system with RECON 2000T Control Panel- remote control & monitoring	\$3,488
RECON 2000T- Service	ADD Option- Upgrade pumping system with annual wireless monitoring service for RECON 2000T	\$550
Outside Work Lights	ADD Option- Upgrade pumping system with (2) 12VDC- LED outside work lights with toggle switch	\$665
Inside Work Lights	ADD Option- Upgrade pumping system with (2) 12VDC- LED inside work lights with toggle switch	\$510
Solar Battery Charger	ADD Option- Upgrade pumping system with on-board solar-powered battery charging system	\$868
Battery Charger	ADD Option- Upgrade pumping system with on-board 115VAC-powered battery charging system	\$471
Throttle Actuator	ADD Option- Upgrade pumping system with automatic RPM control for mechanically governed diesel	\$1,185
Sub Level Transducer	ADD Option- Upgrade pumping system with 4-20ma Submersible Level Transducer with Guard	\$2,120
NC Level Transducer	ADD Option- Upgrade pumping system with 4-20ma NC-Level Transducer with signal splitter	\$2,900
Special Metals	ADD Option- Upgrade pumping system with corrosion resistant impeller- select models only	\$3,500
Special Metals-SK	ADD Option- Upgrade pumping system with corrosion resistant SK- select models only	\$2,900
Hose Racks	ADD Option- Upgrade pumping system with on-board racks for mobilizing suction hoses	\$842
U Tank	ADD Option- Upgrade pumping system with UL-142 double walled modular fuel tank- std. dimensions	\$4,385
D Tank	ADD Option- Upgrade pumping system with Non-UL double walled modular fuel tank- std. dimensions	\$2,730
Z Tank	ADD Option- Upgrade pumping system with ENLARGED double walled modular fuel tank- std.	\$2,900
SK Protection	ADD Option- Upgrade pumping system with protective coatings to SK enclosure	\$921
Corrosion Resist	ADD Option- Upgrade pumping system with corrosion resistant coating for base modular frame	\$3,045
TBS- S.C.I	ADD Option- Upgrade pumping system with semi-open impeller- select models/applications only	\$1,523
TBS- DD	ADD Option- Upgrade pumping system with alternate discharge direction- select models/applications	\$653
TBS- SU	ADD Option- Upgrade pumping system with manufacturer start up report for specific application	\$471
Trailer Storage Box	ADD Option- Upgrade pumping system with on-board, lockable storage box- select models only	\$550
Spare Tire	ADD Option- Upgrade pumping system with on-board, mounted spare tire	\$316
Hydraulic Brakes	ADD Option- Upgrade pumping system with hydraulic brakes on trailer	\$895
AUX FT- 254	ADD Option- Auxillary 250 gallon UL-142, double walled fuel tank with 15' SS braided fuel lines	\$5,984
AUX FT- 500	ADD Option- Auxillary 500 gallon UL-142, double walled fuel tank with 15' SS braided fuel lines	\$8,110
FPM-4/6 Pumps	ADD Option- (1) Standard FPM Service for 4" or 6" pumps	\$399
FPM-8/10/12 Pumps	ADD Option- (1) Standard FPM Service for 8"-18" pumps	\$725
Warranty Ext- Engine	ADD Option- (1) Additional year of limited warranty coverage for diesel engine	\$1,650
Warranty Ext- Pump	ADD Option- (1) Additional year of limited warranty coverage for pump system	\$653
3" Hose Package	ADD Option- (1) 3" x 20' Suction Hose, B- CxE and (1) 3" x 50' Lay-Flat Discharge Hose, B- CxE	\$252

4x50 Discharge Hose	ADD Option- (1) 4" x 50' R- Lay-flat Discharge Hose, C-BxS	\$177
6x50 Discharge Hose	ADD Option- (1) 6" x 50' R- Lay-flat Discharge Hose, C-BxS	\$274
8x50 Discharge Hose	ADD Option- (1) 8" x 50' R- Lay-flat Discharge Hose, C-BxS	\$545
4x20 Suction Hose	ADD Option- (1) 4" x 20' RWR- Suction Hose, C-BxS	\$219
4x10 Suction Hose	ADD Option- (1) 4" x 10' RWR- Suction Hose, C-BxS	\$147
6x20 Suction Hose	ADD Option- (1) 6" x 20' RWR- Suction Hose, C-BxS	\$476
6x10 Suction Hose	ADD Option- (1) 6" x 10' RWR- Suction Hose, C-BxS	\$301
8x20 Suction Hose	ADD Option- (1) 8" x 20' RWR- Suction Hose, C-BxS	\$874
8x10 Suction Hose	ADD Option- (1) 8" x 10' RWR- Suction Hose, C-BxS	\$614
4x90/45- CAM	ADD Option- (1) 4" 90/45 Elbow- Male x Female Cam-lock	\$75
6x90/45- CAM	ADD Option- (1) 6" 90/45 Elbow- Male x Female Cam-lock	\$315
4FLGxFCAM	ADD Option- (1) 4" FLG x 4" FCAM	\$132
6FLGxFCAM	ADD Option- (1) 6" FLG x 6" FCAM	\$210
8JSC-WYE	ADD Option- (1) 8" FLG x 6" MCAM x 6" MCAM Wye- Select Models Only	\$330
12JSC-WYE	ADD Option- (1) 12" FLG x 8" MCAM x 8" MCAM Wye- Select Models Only	\$660
Fleet 1- T&T	ADD Option- TPM provided T&T per Muni Fleet Request	\$275
Fleet 2- DF	ADD Option- TPM provided DF per Muni Fleet Request	\$290
Fleet 3- VTP	ADD Option- TPM provided VTP per Muni Fleet Request- Select Models Only	\$180
Fleet 4- DFA	ADD Option- TPM provided (3) Part DFA- (1) case of each part	\$420
Fleet 5- GPS	ADD Option- TPM provided GPS tracking system and (2) years of monitoing service	\$660
MOD-F	ADD Option- Updrage pump with modular frame for SK- select models only	\$1,414
OVT	ADD Option- Updrage pump with OVT® priming system- select models only	\$2,538
Enviroprime System	ADD Option- Updrage pump with Enviroprime System® priming system- select models only	\$4,183
Warranty	24 Month Limited Warranty	Included
% Discount	Equal Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. This discount can ONLY BE APPLIED to a downgrade or an upgrade to the base model listed in this specification.	Standard

**PUBLIC WORKS/PUBLIC SAFETY COMMITTEE
MEETING MINUTES
TUESDAY, MARCH 9, 2021 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

Vice Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, March 9, 2021 at 5:30 p.m. With the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Tom Weidenhamer
Richard Hickey
Marcie Bell
John Green

Members Absent

Anthony Ramswell
Sam Perman

Staff

Kim Montgomery Deputy City Clerk
Michael Burgess PW Director
JT Deputy PW Director
Joey Forgione Code Compliance Manager

4. APPROVAL OF MINUTES: *February 9, 2021*

Motion to approve the minutes of the February 9, 2021 meeting as written, was made by Committee member Weidenhamer with Committee member Hickey providing the second. A roll call vote of 5-0 was taken and the motion passed.

5. NEW BUSINESS:

- **Spring Break Beach Update/Okaloosa County Sheriff's Dept. Lt. Jason Fulgham & Capt. Kevin Kirkpatrick**

Capt. Kirkpatrick informed the members of the additional officers they have for the beach patrol as well as an additional boat and water patrol personnel they now have. He informed the members that so far, they have had 41 underage drinking arrests. And currently they have an additional five deputies patrolling the beaches during Spring Break from Noon to Midnight through April 24th.

Code Compliance Manager Joey Forgione explained that he is still needing to hire one more person for his department to help patrol the beaches. And currently, his shift coverage is from 6 a.m. to 2 a.m. for Friday through Sunday and then the regular hours of 6 a.m. to midnight during the week. Committee member Hickey asked when they have an after-hours call do, they have a Sheriff's deputy go along for backup. According to Mr. Forgione, they can if they feel they need one but, they know to not go out on a call by themselves at night.

Committee member Weidenhamer asked about the large groups from Tallahassee. According to Deputy Kirkpatrick, there were two arrangements however, they have heard that the one for this spring has been cancelled by the group. Also, they have contacted all the rentals that were involved in an incident last year and advised them of the damage that was caused and to be aware of who they are renting to.

Committee member Bell asked if there is going to be any kind of enforcement for animals on the beach. According to Deputy Kirkpatrick, it all depends on if they are on private property or not.

According to the Code Compliance Manager, the Code of Ordinance says no dogs or animals are allowed on the beaches, however if they are certified service assistance animals then they are allowed. Lt. Fulghum added that they too are bound by the laws and currently if they are told the animal is certified service assistance, then they are bound by law to that statement and cannot ask any more questions or ask for proof. He did state however, if the animal is proven to not be a genuine service animal, they will warn the person first and issue a citation if they are caught a second time.

Committee member Bell spoke of the dangerous situation beach goers encounter every year with the commercial boats that back up and drop anchor so close to people in the water off the jetties near Parcel B. According to Deputy Fulghum until there is an ordinance passed the Sheriff's office cannot do anything about it. Committee member Bell stated she understands but wanted to report it for the record.

Committee member Green reported how there are so many bicyclists that are riding their bikes on the wrong side of the street and if there is anything that can be done. According to Deputy Kirkpatrick, cooperatively they can put out some PSA's to try to encourage the general public on the safety of riding bikes on the roadways.

- **Emergency Management 6" Trash Pumps**

Mr. Burgess spoke of how staff approached Mel Ponder, State Representative about helping the city get much needed funding for two 6" Trash Pump to help assist his staff with pumping flooded roadways and certain areas in the city during and after a heavy rainstorm. And was advised that if the city purchased one, the state would pay for the second one. Also, according to Mr. Burgess, the funding for the ½ cent sales tax should be replenished this late spring and asked the committee if they would be interested in making a motion to support the purchase and either use the allotted 10% sales tax funds when it becomes available in a few months or to recommend to City Council to purchase the pumps now, which are about \$48k a piece. He provided examples of all the situations from the past year's rain and storm events throughout the city that his department used the current ones the city has and how some of those situations, they just were not large enough to handle the amount of water and trash that also gets in the water.

Motion by Committee member Weidenhamer to recommend City Council purchase a 6" trash pumps with Committee member Hickey providing the second.

In discussion Committee member Green suggested a separate motion to recommend City Council direct the planning department to come up with a storm drain systems, exfiltration systems or some kind of other mechanisms, if possible, to help with the flooding in the areas of the city. According to Mr. Burgess, the problems that he mentioned are caused by poorly designed closed drainage systems in older subdivisions that were built 20-30 years ago.

Committee member Bell suggested amending the motion to add, "When the funds become available and presenting this to Council by the April 5th Council Agenda." Committee member

Weidenhamer agreed to amend his motion to add by **the April 5th City Council Meeting. A roll call vote was taken, and the motion passed 5-0.**

- **2021 Work Plan Draft**

Mr. Burgess explained to the members that the districts have been updated from their conversation at their last month's meeting and the lines have been adjusted on the area map for each member's assigned areas. Reminding them what they need to look for is non-working streetlights and other issues of concern. To make sure everything stays in order and is safe and/or to report what they see may need immediate attention by calling it in to the Public Works Department.

The members briefly discussed when their Work Plans should be presented to City Council.

Motion by Committee member Bell to present to the City Council the Public Works/Public Safety Committee's approved and signed 2021 work plans on April 5, 2021. With Committee member Weidenhamer providing the second. A roll call vote of 5-0 was taken and the motion passed unanimously.

- **Public Works/Emergency Management Update**

- **Operational Update - Beach Drive**

- All bicycle lanes will be installed up to Mattie Kelly Pier, around to Calhoun Ave, through Cross back to Sibert Ave.
- All the thermoplastic striping will then be laid once the curing process is finished.
- Restripe Main Street from Highway 98 to Kelly.

- **NFWF Drainage Project for Calhoun Avenue/Cross Street**

- Is ongoing and the area at Dalton Threadgill Little League Park and should be wrapping up with just a few punch lists items still to go.

- **Median Irrigation Work**

- This project is getting started to repair the irrigation systems along Highway 98.

- **Water Quality Monitoring**

- The Harbor and beach areas water quality is monitored by CBA and the beaches are monitored by the Health Department. Adding that they are going to start focusing on bacteria that can exist in saltwater environments.

- **Harbor Pump**

- Has been turned back on to run 6 hours a day at 2 a.m. and immediately found out there is another problem with it, after running it 2-hours a week all winter with no issues. Also, the door to pump housing is warping from the salty conditions. It's still running on the 2-hour schedule, and the pump is scheduled to be

inspected. Also, staff is considering purchasing another pump to have on hand as a backup. So that and some needed adjustments to the pump house can be made since \$330k has been set aside in the budget for this year.

- **City Auction**
 - The City had an online auction, and everything sold that has been sitting in the yard or in storage for years, as well as a lot of other old equipment.
- **Leonard Destin Park** – The beach sand has been replaced.
- **Juanita Avenue** – Had sidewalk repairs done.
- **Beach Drive** – Access Road/Driveway to Destin Elementary School (DES) ballfields has been repaved.
- **Zerbe/Calhoun Pedestrian Improvements** – Project is underway.
- **Harbor Pump** – As discussed earlier, an inspection is scheduled to investigate what is going wrong.
- **City Hall Fire Alarm Inspection** – There is not a monitored fire alarm system at City Hall or fire pulls so, these will be installed.
- **New Generator for Public Services Building** – The old one will be removed and installed at the Sheriff's Dept. substation on Stahlman Ave.
- **Governor's Hurricane Conference** – Has been cancelled again this year.
- **Flashing yellow signals at DES** – Have been adjusted to come on at 7:40 a.m. and go off at 8:40 a.m. and then again in the afternoon they will come on at 2:40 p.m. and goes off at 3:20 p.m.
- **Legion Drive** – New thermoplastic crosswalks are scheduled to be put down in the early morning hours on 3/10/21.
- **No U-Turn Signage** – May need to be installed at Airport Road and Quail Lane.
- **Status of Airport Road Curve** – The report is in the construction office of District 3 and should be installed sometime this spring.

6. DISCUSSION:

- **Vice Chairman Wood** – Asked if the flashing yellow light at Kelly that was supposed to be replaced by the manufacturer has been received yet. According to Mr. Burgess, he will contact the manufacturer and find out the status and let them all know by an email. He also asked about the status of the Streetsweeper. According to Mr. Burgess, it is still at the repair shop in Tallahassee. But should be back soon.
- **Committee member Bell** – Reported that the parallel handicap space icons are worn on Gulfshore Drive and need to be replaced. She also suggested dollar signs painted too to alert folks that the parking spaces are not free. Mr. Burgess spoke of how there have been reports of cell tower issues and a local number has been established to assist people in paying for the pay-to-park spaces. Committee member Bell also reported a huge hole in the concrete by DWU lift station on Gulfshore Drive and Durango. And lastly, questioned why the sidewalk was replaced at Coleman Lake. According to JT, there was a cavity forming under the sidewalk that was discovered and it had to be removed, leveled with sand, and then the sidewalk had to be repoured.

- **Committee member Green** – Reported that the feeder streets to Main Street’s stop signs are positioned too far from the stop bar and need to be reassessed and repositioned. He also asked how to get information on the number of accidents that involved bicycles. Lt. Fulghum provided him with the contact number for their records department. And lastly, Committee member Green asked if the ROW near Bambi could be bushhogged to clear a path to the water.

Committee member Bell mentioned that she attended the last month’s Parks & Recreation Committee meeting, and this subject was discussed, and staff may need to get with them first as that was something that was discussed.

- **Committee member Hickey** – Nothing to report
 - **Committee member Weidenhamer** – Nothing to report.
- **Public Comment:**
None

Having no further business at this time, the meeting adjourned at 6:50 p.m.

Adopted and approved this _____ day of _____ 2021.

James T. Wood, Jr., Vice Chairman

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN Budget Amendment Form

Fiscal Year <u>2021</u>	Short Description <u>FDEM GRANT PUMPS</u>	Entity Code <u>1</u>
Period <u>10</u>	Effective Date <u>7/6/2021</u>	Amendment Type* <u></u>
Ref 1 <u>BUA</u>	Budget Year Code <u>1</u>	Budget Projection Inclusion <u>One Time</u>
Ref 2 <u>FDEM</u>		

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
01300 Revenue	334380 From FL for Stormwater	SW55 Stormwater Abatement	Intergovernmental Share from FDEM for Pumps and Hoses	I	\$ 40,716.00	\$ -	\$ 40,716.00
0158188 Txfr from GF	581305 Txfr out to 305 Cap Proj Fund	SW55 Stormwater Abatement	Intergovernmental Share from FDEM for Pumps and Hoses	I	\$ 40,716.00	\$ -	\$ 40,716.00
305300 Txfr to Capital Proj	381305 Txfr in to 305 Cap Proj Fund	SW55 Stormwater Abatement	Intergovernmental Share from FDEM for Pumps and Hoses	I	\$ 40,716.00	\$ -	\$ 40,716.00
30553833 Intergovernmental for Stormwater	564000 Equipment	SW55 Stormwater Abatement	Intergovernmental Share from FDEM for Pumps and Hoses	I	\$ 40,716.00	\$ -	\$ 40,716.00
						\$ -	\$ -
12953831 Oka Half Penny	564000 Equipment	SW55 Stormwater Abatement	Intergovernmental Share from FDEM for Pumps and Hoses	I	\$ 40,716.00	\$ -	\$ 40,716.00
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -

	Initials	Date
Created by: _____		
Entered by: _____		
Approved by: _____		

Note

Amend Budget to account for Grant Award from FDEM and required match to purchase two 6" Trash Pumps to safeguard roads and structures from flooding



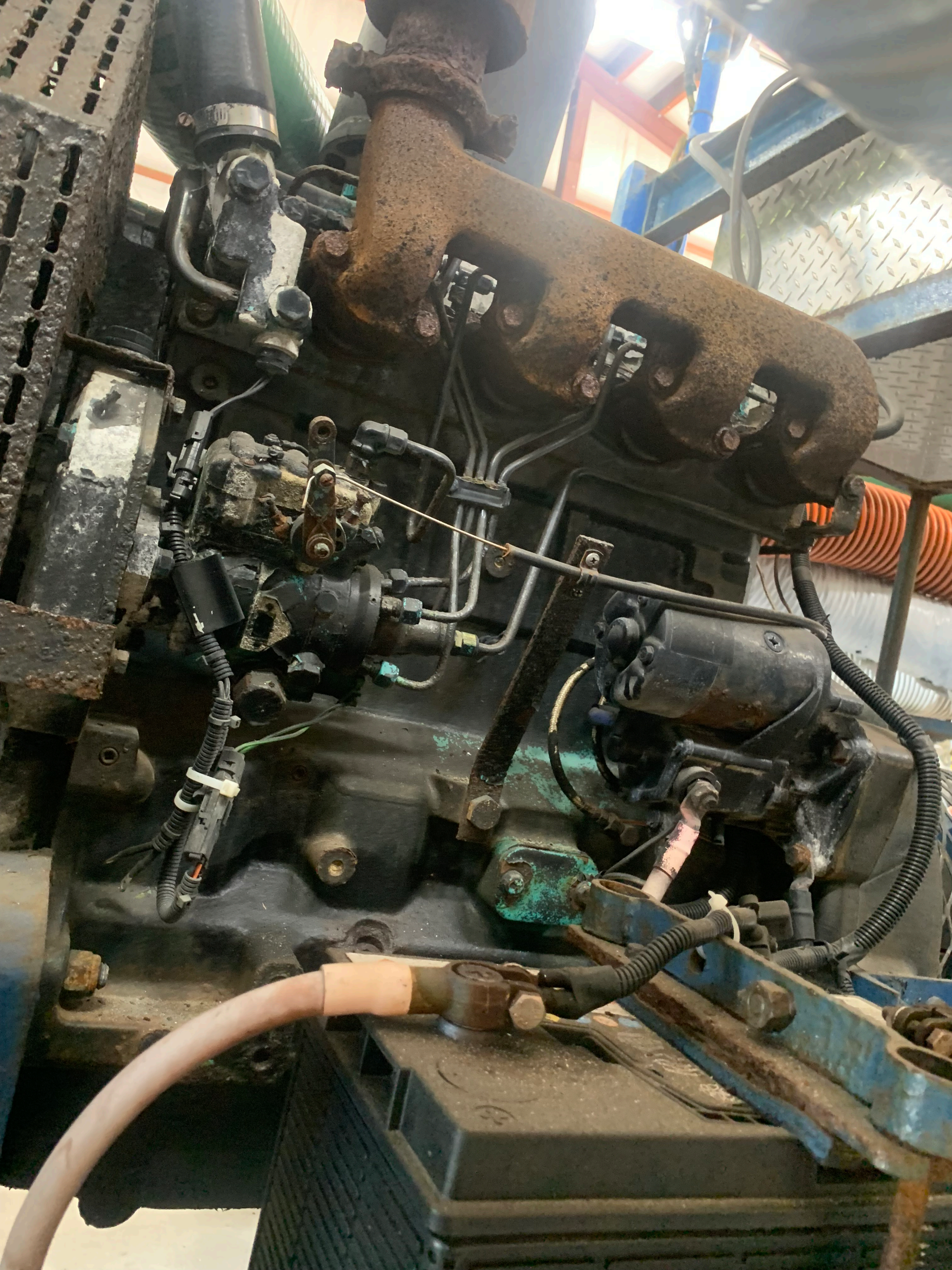


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**AGREEMENT
FOR ITQ PUR 22-18
WITH BIDILLA, INC.
TO PROVIDE ONLINE AUCTION SERVICES**

This Agreement is entered into by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1250 N. Eglin Parkway, Shalimar, FL (hereinafter the "County"), and Bidilla, Inc., a Florida profit corporation, certified to do business in the state of Florida, whose principal address is 918 Abbiegail Dr., Tallahassee, FL 32303 (hereinafter the "Provider").

WITNESSETH

WHEREAS, the Provider is a licensed Auctioneer in the State of Florida providing online auction sales;

WHEREAS, the Provider responded to the ITQ PUR 22-18 to provide online auction services; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all agreements, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "B" attached hereto; and

WHEREAS, the County has now determined that it is in the best interest of the County to enter into an Agreement with the Provider to provide online auction services for County owned surplus items.

NOW, THEREFORE, the parties hereto agree as follows:

1. INCORPORATION OF DOCUMENTS

The following documents are incorporated by reference into this Agreement and are attached hereto:

1. Invitation to Quote & Acknowledgement, ITQ PUR 22-18, Online Auction Services, date of opening January 29, 2018, attached hereto as Exhibit "A" and any addendums thereto.
2. Exhibit "B", Federal Regulations, attached hereto and made a part of the agreement.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

2. SCOPE OF SERVICES

The Provider will provide online auction services for County owned surplus items. They will be responsible for listing sale items, lot groupings of items, cataloging the items, providing the

detailed description of the items, taking pictures of the items, uploading the pictures, lots and descriptions to the website, customer previews and customer pickups. Further detail of this scope is outlined in attached "Exhibit A" and any addendums attached hereto.

3. PAYMENT

Bidilla, Inc. will accept as payment on the County's behalf the following forms of payment-wire transfer with a convenience fee, and credit cards. No personal checks will be accepted. Credit cards will not be accepted for vehicles and heavy equipment where the total invoice exceeds \$500.00.

Bidilla, Inc. will provide the County with payment within 30 days of the close of an auction segment via bank check or bank transfer from their trust/escrow account. For auction segments conducted on behalf of any entity utilizing the cooperative purchase "piggy back" portion of this agreement, payment of auction proceeds for such auction segments will be made directly to the appropriate cooperative entity.

4. DURATION OF AGREEMENT AND TERMINATION

The Agreement will begin once all parties have executed the agreement and continue for three (3) years from the date of commencement. There will be a maximum of two (2) one (1) year renewals upon mutual written agreement by both parties.

The County may terminate this Agreement for cause, if it determines that the Provider is not satisfactorily performing the requirements under this Agreement, upon thirty (30) days written notice of the deficiency in writing. Such notice shall provide reasonable specificity to the Provider of the deficiency that requires correction. The Provider shall have twenty (20) days to cure the deficiency. If the deficiency is not corrected within the time period provided, the County may either (1) terminate the Agreement, or (2) take whatever action is deemed appropriate by the County to correct the deficiency. In the event that the County chooses to take action and not terminate the Agreement, the Provider shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

This Agreement may be terminated without cause by the County upon thirty (30) days written notice to Provider. The County further reserves the right to unilaterally cancel this Agreement for refusal of the Provider to permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt by law.

If the County terminates the Agreement with or without cause, the County will notify the Provider of such termination in writing, with instructions to the effective date of termination. The Provider shall be paid only for work satisfactorily performed up to the point of termination for which costs can be substantiated.

5. AUDIT PROVISION

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Provider with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

6. INSURANCE PROVISION

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:

- 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each occurrence (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

7. INDEPENDENT CONTRACTORS

Provider enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, not any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

8. ASSIGNMENTS

Provider shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Provider does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Provider all of the obligations and responsibilities that Provider has assumed toward the County.

9. NOTICES

All notices required by this Agreement shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

Greg Kisela, Purchasing Director
5479A Old Bethel Rd.
Crestview, FL 32536
Phone: 850-689-5960
Email: gkisela@co.okaloosa.fl.us

The authorized representative(s) for the Provider shall be:

Joseph F. Kikta, CEO
336 E. College Ave, Suite 108
Tallahassee, FL 32301
Phone: 850-778-3003
Email: info@bidilla.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@co.okaloosa.fl.us

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

10. PUBLIC RECORDS

Provider shall adhere to the Public Records law of Florida.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (INSERT TELEPHONE NUMBER, E-MAIL ADDRESS, AND MAILING ADDRESS).

Provider must comply with the public records laws, Florida Statute chapter 119, specifically Provider must:

1. Keep and maintain public records required by the County to perform the service.

2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the provider does not transfer the records to the County.
4. Upon completion of the agreement, transfer, at no cost, to the County all public records in possession of the provider or keep and maintain public records required by the County to perform the service. If the provider transfers all public records to the public agency upon completion of the agreement, the provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the provider keeps and maintains public records upon completion of the agreement, the provider shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

11. GOVERNING LAW & VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in the state courts of Okaloosa County, Florida.

12. THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

13. TAXES

Provider agrees to pay all sales, use, or other taxes, assessments and other similar charges for the performance of services under this Agreement when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County. Provider further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Agreement.

14. ENTIRE AGREEMENT AND WAIVER

This Agreement and Exhibit(s) "A" and "B" as incorporated herein contains the entire agreement between the parties and supersedes all prior oral or written agreements. Provider acknowledges

that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

15. SEVERABILITY

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

16. REPRESENTATION OF AUTHORITY TO PROVIDER/SIGNATORY

The individual signing this Agreement on behalf of the Provider represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The Provider represents and warrants to the County that the execution and delivery of the Agreement and the performance of Provider's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Provider and enforceable in accordance with its terms.

17. COMPLIANCE WITH LAWS

Provider shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Provider's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Provider's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

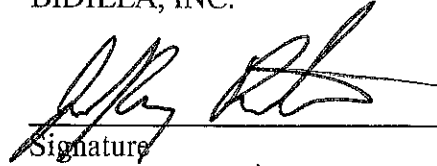
18. FEDERAL REGULATIONS

The provider agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this agreement.

(This part of the page left blank intentionally)

IN WITNESS WHEREFORE, the parties hereto have executed this Agreement as of the day and year written below.

BIDILLA, INC.


Signature

Jeffrey Butirro
Print Name

Date: 2 / 9 / 2018

OKALOOSA COUNTY, FLORIDA


Greg Kisela, Purchasing Director

Date: 2 / 12 / 18

Exhibit "B"

Standard Agreement Clauses

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this agreement, the provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "provider") agrees as follows:

1. **Compliance with Regulations:** The provider (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this agreement.
2. **Non-discrimination:** The provider, with regard to the work performed by it during the agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The provider will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the provider for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the provider of the provider's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The provider will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a provider is in the exclusive possession of another who fails or refuses to furnish the information, the provider will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a provider's noncompliance with the Non-discrimination provisions of this agreement, the sponsor will impose such agreement

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the provider under the agreement until the provider complies; and/or
 - b. Cancelling, terminating, or suspending a agreement, in whole or in part.
6. **Incorporation of Provisions:** The provider will include the provisions of paragraphs one through six in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The provider will take action with respect to any subagreement or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the provider becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the provider may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the provider may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this agreement, the provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "provider") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and providers, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All agreements and subagreements that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The provider has full responsibility to monitor compliance to the referenced statute or regulation. The provider must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All agreements and subagreements that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text.

Provider must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Provider retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Provider must address any claims or disputes that pertain to a referenced requirement directly with the U.S.

Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Provider is not enrolled as a Federal Provider in E-Verify at time of agreement award, the Provider shall-
 - a. Enroll. Enroll as a Federal Provider in the E-Verify Program within thirty (30) calendar days of agreement award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Provider, who are working in the United States, whether or not assigned to the agreement, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the agreement. For each employee assigned to the agreement, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the agreement, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Provider is enrolled as a Federal Provider in E-Verify at time of agreement award, the Provider shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Provider shall initiate verification of all new hires of the Provider, who are working in the United States, whether or not assigned to the agreement, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Provider in E-Verify, the Provider shall initiate verification of all new hires of the provider, who are working in the United States, whether or not assigned to the agreement, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - ii. Employees assigned to the agreement. For each employee assigned to the agreement, the Provider shall initiate verification within ninety (90) calendar days after date of agreement award or within thirty (30) days after assignment to the agreement, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Provider is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Provider may choose to verify only employees assigned to the agreement, whether existing employees or new hires. The Provider shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the agreement.
- (4) Option to verify employment eligibility of all employees. The Provider may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the agreement. The Provider shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Provider's decision to exercise this option, using the agreement information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Provider shall comply, for the period of performance of this agreement, with the requirements of the E-Verify program MOU.
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Provider's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Provider, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the provider is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Provider, then the Provider must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Provider is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Provider through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Providers.

Subagreements. The Provider shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subagreement that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
- (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.



EXHIBIT "A"

INVITATION TO QUOTE & ACKNOWLEDGEMENT

ITQ TITLE:

Online Auction Services

ITQ NUMBER:

ITQ PUR 22-18

LAST DAY FOR QUESTIONS:

January 25, 2018 at 4:00 p.m. CST

ITQ DUE DATE & TIME:

January 29, 2018 at 4:00 p.m. CST

NOTE: QUOTES RECEIVED AFTER THE QUOTE DUE DATE WILL NOT BE ACCEPTED.

Okaloosa County, Florida solicits your company to submit a quote on the above referenced goods or services. All terms, specifications and conditions set forth in this ITQ are incorporated into your response. A quote will not be accepted unless all conditions have been met. All quotes must have an authorized signature in the space provided below. All envelopes containing sealed qualifications must reference the "ITQ Title", "ITQ Number" and the "ITQ Due Date & Time" Okaloosa County is not responsible for lost or late delivery of quotes by the U.S. Postal Service or other delivery services used by the respondent. Electronically submitted quotes will be accepted. Quotes may not be withdrawn for a period of sixty (60) days after the quote opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR QUOTE. QUOTES WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME Bidilla, Inc.
MAILING ADDRESS 336 E. College AV, Suite 108
CITY, STATE, ZIP Tallahassee, FL 32301-1554
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 81-2041322
TELEPHONE NUMBER: 850-778-3003 EXT: _____ FAX: _____
EMAIL: info@bidilla.com

I CERTIFY THAT THIS QUOTE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER QUOTER SUBMITTING A QUOTE FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS QUOTE AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS QUOTE FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: [Signature] TYPED OR PRINTED NAME Joseph F. Kikta
TITLE: CEO DATE: 1/26/2018

NOTICE TO QUOTERS ITQ PUR 22-18

The Okaloosa County Board of County Commissioners under the County policy, request quotes from respondents for Online Auction Services. The County desires services of a qualified respondent with proven performance as outlined in the Requirements section of this packet.

Interested respondents desiring consideration shall submit their quote and necessary documents via email to **dmason@co.okaloosa.fl.us**.

Quote documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <https://www.bidnetdirect.com/florida>.

Submittals must be delivered via email at the address listed above no later than **4:00 p.m., January 29, 2018** in order to be considered. All quotes received after the stated time and date will be returned unopened and will not be considered.

The County reserves the right to award to the firm submitting a responsive quote with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in quotes received. Okaloosa County shall be the sole judge of the quote and the resulting negotiated agreement that is in its best interest and its decision will be final.

Greg Kisela

Date

Purchasing Director

OKALOOSA COUNTY

BOARD OF COUNTY COMMISSIONERS

Graham W. Fountain

Chairman

QUOTE REQUIREMENTS

SCOPE:

It is the intent of the County to solicit quotes from firms having expertise in providing online auction services of County owned surplus properties (assets). The required services shall include, but are not limited to, the following:

1. The contractor shall provide online auction services for surplus properties (assets) as designated by the County.
2. Listing of sale items-(the list is a total compiled list of items to present to the Board of County Commissioners for sale at the Auction). If the item has a county item number, that number must be used in the description. If the item doesn't have a county number, the last four digits of the item serial number will need to be used.
3. Lot groupings-(the lot groupings is the process of grouping 1 or more of like items to sell as a group)
4. Cataloging the items-(to catalog, the vendor will need to put all items together before they go out to website)
5. Accomplishing the detailed description for the lot(s)-(providing the detailed description of the product that is being advertised)
6. Taking pictures and uploading of the pictures, lots and descriptions to the website
7. Customer Previews/Customer Pickups-must be picked within 30 business days of purchase. There must be two pickup times allotted for the customer which will be scheduled by the auctioneer.
8. The County may withdraw any item from auction prior to its being sold.
9. The contractor shall have knowledge of and be compliant with all local, state, and federal laws and regulations regarding auction services and government owned surplus property (assets).
10. The County may impose minimum bid amounts on property at its discretion.
11. Contractor shall advertise and promote the County's online auction services, as necessary, at its own expense including but not limited to signage, newspaper ads, online ads, mailers, etc.
12. The ads must run for at least (1) one week but no longer than (2) weeks prior to the sale. The newspaper must be a general circulation within the County or location of the items up for bid. (F.S 274.06)
13. Contractor shall hold auctions monthly, quarterly, or as mutually agreed upon by the contractor and the County. Auctions will normally be held at the Old Bethel location, however; there may be times when the auction will need to be held at other locations.
14. The County shall retain ownership over all property (asset) until such time as the property (asset) is successfully auctioned and transferred to the successful purchaser.
15. The books, records, documents and accounting procedures and practices of the contractor relevant to this service shall be subject to the inspection, examination, and audit by the County.

16. The County would also **require** the auctioneer to be one site to perform all of these additional process. As the County is not able to physically participate in these areas due to staffing shortfalls.

Firms responding to this ITQ shall be able to demonstrate that they will have the continuing capabilities to perform these services.

Firms shall include a copy of their Business License with their quote.

Compensation for Services:

The successful contractor shall receive a fixed percentage (Buyer's Premium) as indicated in the quote based on the sale price of the surplus property (asset) sold at auction.

The County shall not be responsible for any expenditure of monies or other expenses incurred by the contractor in making its proposal.

Reports and Invoices:

Contractor is required to provide the following records to ensure receipt and disposition of all property it sells for the County:

- _ Report including property (asset) description, County asset number if applicable, sales price, auctioneer commission, reimbursement to County and bidder number.
- _ Complete bidder list including name, address, and assigned bidder number.
- _ Check must be delivered to County within four weeks of the sale.

TERM:

This agreement shall continue for a period of three (3) years and have two (2) one- year renewal periods upon mutual consent of Auction Firm and County.

GENERAL SERVICES INSURANCE REQUIREMENTS W/CYBER LIABILITY

REVISED: 05/17/2017

CONTRACTOR'S INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Contractor.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
7. The insurance definition of Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	Statutory
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence
4. Personal and Advertising Injury	\$1,000,000

5.	Products and Completed Operations	\$1,000,000 per occurrence
6.	Cyber Liability	\$1,000,000
7.	Professional Liability	\$1,000,000

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL SERVICES SPECIAL BID CONDITIONS

1. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
2. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
3. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.

Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

4. AWARD OF CONTRACT -

Okaloosa County Review - Okaloosa County designated Staff will review all quotes and will participate in the Recommendation to Award.

The County will award the contract to the best, most responsible percentage, and the County reserves the right to award the contract to the respondent submitting a responsive quote with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject

any and all quotes or to waive any irregularity or technicality in quotes received. Okaloosa County shall be the sole judge of the quote and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all quotes, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this quote and to accept the quote that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional quotes and quotes which make it impossible to determine the true amount of the quote. Each item must be quoted separately and no attempt is to be made to tie any item or items to any other item or items.

5. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
6. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
7. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
8. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

9. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents are encouraged to supply with their bid any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

10. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
11. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
12. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Quote agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

13. **CONE OF SILENCE** – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence**) that prohibits oral or written communication regarding all formal solicitations for goods or services (formal proposals, Requests for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

14. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
15. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (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; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
16. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or

products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

17. **SUSPENSION OR TERMINATION BY OWNER FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
18. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
19. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through three (3) years after the expiration of contract.
20. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
21. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
22. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

23. The following documents are to be submitted with the bid packet:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Code of Silence
- E. Recycled Content
- F. Indemnification and Hold Harmless
- G. Company Data
- H. List of References
- I. Addendum Acknowledgement
- J. Quote Sheet
- K. Certification Regarding Lobbying

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

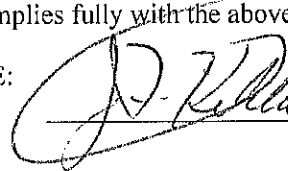
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE:

1/26/2018

SIGNATURE:



COMPANY:

Bidilla, Inc.

NAME:

Joseph F. Kikta
(Typed or Printed)

ADDRESS:

336 E. College AV

Suite 108

Tallahassee, FL 32301-1554

TITLE:

CEO

E-MAIL:

info@bidilla.com

PHONE NO.:

850-778-3003

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected official(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES: _____

NO: X

NAME(S)

POSITION(S)

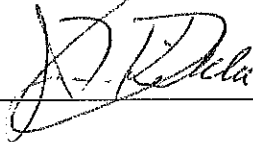
FIRM NAME:

Bidilla, Inc.

BY (PRINTED):

Joseph F. Kikta

BY (SIGNATURE):



TITLE:

CEO

ADDRESS:

336 E. College AV, STE 108
Tallahassee, FL 32301-1554

PHONE NO.:

850-778-3003

E-MAIL:

info@bidilla.com

DATE:

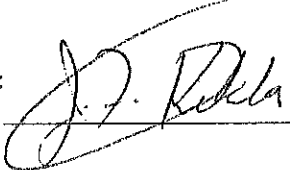
1/26/2018

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 1/26/2018

SIGNATURE: 

COMPANY: Bidilla, Inc.

NAME: Joseph F. Kikta

ADDRESS: 336 E. College AV

TITLE: CEO

Suite 108

Tallahassee, FL 32301-1554

E-MAIL: info@bidilla.com

PHONE NO.: 850-778-3003

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

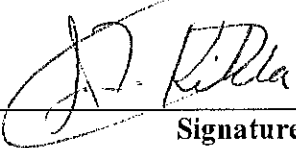
The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, County Administrator, or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing Bidilla, Inc.
Signature Company Name

On this 26th day of January 2018  hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled _____ (Check the applicable blank)? If recycled, what percentage _____ %.

Product Description: NA - This is a Service

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: NA - This is a Service

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: NA - This is a Service

✓ The above is not applicable if there is only a service involved with no product involvement.

Name of Respondent: Bidilla, Inc.

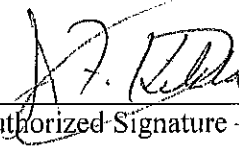
Email: info@bidilla.com

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Bidilla, Inc.

Respondent's Company Name



Authorized Signature – Manual

336 E. College AV, STE 108
Tallahassee, FL 32301-1554

Physical Address

Joseph F. Kikta

Authorized Signature – Typed

336 E. College AV, STE 108
Tallahassee, FL 32301-1554

Mailing Address

CEO

Title

850-778-3003

Phone Number

FAX Number

850-778-3003

Cellular Number

Joseph F. Kikta 850-778-3003
Jeffrey T. Butirro 850-778-3013

After-Hours Number(s)

1/26/2018

Date

COMPANY DATA

Respondent's Company Name: Bidilla, Inc.

Physical Address & Phone #: 336 E. College AV, STE 108
Tallahassee, FL 32301-1554
850-778-3003

Contact Person (Typed-Printed): Joseph F. Kikta / Jeffrey T. Butirro

Phone #: 850-778-3003 / 850-778-3013

Cell #: 850-778-3003 / 850-778-3013

Email: info@bidilla.com

Federal ID or SS #: 81-2041322

DUNNS/CAGE #: DUNS: 08-021-4947 / CAGE: Applied For

Respondent's License #: AB 3574

Fax #: Joseph F. Kikta / Jeffrey T. Butirro
850-778-3003 / 850-778-3013

Emergency #'s After Hours,
Weekends & Holidays:

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: Bidilla, Inc.
Entity Address: 336 E. College AV, STE 108
Tallahassee, FL 32301-1554
Duns Number: 08-021-4947
CAGE Code: Applied For

LIST OF REFERENCES

1. Owner's Name & Address: The School Board of Okaloosa County, Florida

120 Lowery Place S.E.

Fort Walton Beach, FLORIDA 32548

Contact Person: Steve Bolton, Director of Facilities, Planning, & Maintenance

Telephone: (850) 689-7158 Email: bolton5@mail.okaloosa.k12.fl.us

2. Owner's Name & Address: Santa Rosa County Clerk of Courts & Comptroller

6495 Caroline Street, Suite B

Milton, FLORIDA 32570

Contact Person: Michael Burton, CPA

Telephone: (850) 983-1843 Email: burtonm@flcjr.net

3. Owner's Name & Address: School District of Escambia County, Florida

75 N. Pace BLVD

Pensacola, Florida 32505

Contact Person: John Dombroskie, Purchasing Director

Telephone: (850) 469-6259 Email: jdombroskie@escambia.k12.fl.us

ADDENDUM ACKNOWLEDGEMENT

ITQ PUR 22-18

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.

DATE

1

January 25, 2018

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

Addendum 1
ITQ PUR 22-18

How many assets we sold by the County for the past three years: 2017, 2016, 2015?

- **Approx. 2,500 items primarily office supplies, equipment, and furniture and computer items.**

What were the annual totals received for the past three years auctions: 2017, 2016, and 2015?

- **\$ 20,000 approx. total for 3 years**

Is the County going to be selling the auction assets from their facilities? Or will assets need to be transported and stored?

- **Sold on site... w/strict adherence to the ITQ for removal due to space limitations.**

Is the County willing to catalog their own auction assets and upload them to Companies website, with proper training?

- **No... county is not staffed for any auction processing.**

Has the County utilized an online auction company in the past?

- **Yes....**

If so, what type of commission was paid to the auctioneer?

- **No commission, buyer's premium**

Is the County requesting a buyer's premium type of auctioneer compensation? Or does the County wish to pay auctioneer a commission?

- **Buyers premium**

Will the County be handling all title transfers for vehicles sold, as required by Florida law?

- **No, any titling will be sparse, but if encountered county will sign release of titles to auctioneer. The County Fleet Operations utilizes a contracted auctioneer offsite for Vehicles and Heavy Equipment.**

Is the County seeking to have the Auctioneer collect the applicable sales taxes for both resident and non-resident purchasers? Or will the County be collecting the sales tax?

- **I do not believe the county gets involved in any sales tax requirement**

Does the County wish for the auction firm to collect all related auction payments?

- **Yes.**

QUOTE SHEET

Quote Number: ITQ 22-18

Quote Description: ONLINE AUCTION SERVICES

Fixed Percentage (Buyer's Premium) for Vehicles and Heavy Equipment: 10 % *

Fixed Percentage (Buyer's Premium) for all other property (assets): 15 %

Remarks: This quote is subject to Addendum A, Addendum B, Addendum C, and Addendum D.

* The 10% Buyer's Premium also applies to the sale of Intellectual Property, Intangible Assets, and Real Estate as outlined in Addendum C.

ANTI-COLLUSION STATEMENT: The below signed respondent has not divulged to, discussed, or compared his quote with other respondents, and has not colluded with any other respondent or parties to quote whatever. Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from respondent list(s).

Bidilla, Inc.

Quoter's Company Name

336 E. College AV, STE 108

Tallahassee, FL 32301-1554

Address

850-778-3003

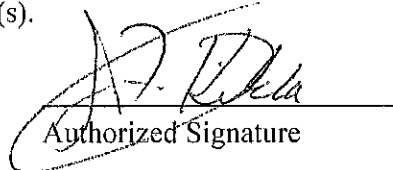
Phone Number

81-2041322

Federal ID or SS Number

1/26/2018

Date Submitted


Authorized Signature

Joseph F. Kikta

Authorized Signature (printed)

CEO

Title

Fax Number

info@bidilla.com

Email Address

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] 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.

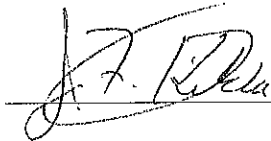
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Bidilla, Inc., 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. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Joseph F. Kikta, CEO Name and Title of Contractor's Authorized Official

1/26/2018

Date

ADDENDUM A

Services included with quote:

1. **Cataloging & Photography:** Bidilla, Inc. will write a detailed description of the item(s) to be sold, noting the condition of and any damage to the item(s). Bidilla, Inc. will digitally photograph and/ video record the item(s) including any identifying marks, plates, numbers, along with photographs that depict the condition of the item, including damage, odometer readings, or hour meter readings. Cataloging and photography will occur at times mutually agreed to between Bidilla, Inc. and Okaloosa County Board of County Commissioners, or any entity utilizing the cooperative purchase "piggy back" portion of the agreement.
2. **Asset Numbers:** Bidilla, Inc. will assign a unique inventory number to each item, or group of items (Lot) cataloged for sale. Further, Bidilla, Inc. will attempt to capture any of your asset control tag numbers if such number is readily visible. Asset control numbers captured will accompany the description of the cataloged item in the final documentation you receive.
3. **Item Previews & Pickup:** Bidilla, Inc. will conduct item previews with potential bidders by appointment, on dates and times agreed to between Bidilla, Inc., the potential bidder, and you. These appointments typically fall on a designated day and time prior to the close of the item(s) to be previewed. Further, Bidilla, Inc. will facilitate the pickup of items sold at auction by the purchaser(s) thereof. Pickup dates and times will be pre-arranged with you, and included in the Terms & Conditions of the Auction. No item will be picked up until ALL items invoiced to the Purchaser have been paid for, including any Sales Tax and/or Buyer's Premium due.
4. **Buyer Assistance:** Bidilla, Inc. will attempt to locate shipping companies in your local area to assist buyers with handling, packing, and shipping of surplus inventory purchased. Bidilla, Inc. cannot guarantee that such services are available in all areas.
5. **Advertising & Marketing:** Bidilla, Inc. will provide development and placement of marketing and advertising in various media such as print, video, radio, direct mail campaigns, email campaigns, internet ads, social media such as: Facebook, Google+, and twitter, RSS Syndicated Auction Blog, as, in its sole discretion, is deemed appropriate and cost effective.
6. **Webpage:** Bidilla, Inc. will provide you with space on the Bidilla, Inc. website where potential buyers can find links to view your auction segment catalogues, sign up for auction email lists, and find links to online bidding for your auction segments.
7. **Email List:** Bidilla, Inc. will utilize its current email lists to promote your auction segments. Further, Bidilla, Inc. may purchase additional email lists if, at its sole discretion, it deems it necessary and cost effective to do so, to further promote your auction segments.
8. **Online Bidding Platform:** Bidilla, Inc. will manage your online auction segments on an online bidding platform, either proprietary to Bidilla, Inc. or on a third party online bidding platform to expose your auction segments to a broad internet buying audience. Bidilla, Inc. reserves the right to change the online bidding platform provider from time to time, at its sole discretion, if it deems it necessary or cost effective.
9. **Sales Tax:** Bidilla, Inc. will collect appropriate sales tax due as a result of your auctions. Bidilla, Inc. will remit all sales tax collected as a result of your auctions, to the appropriate Department(s) of Revenue.

10. **Trust/Escrow Account:** Bidilla, Inc. will collect the proceeds of the auction segments, and shall deposit the entire proceeds received from the auction segment, into its trust/escrow account within 2 business days of the sale, or within 2 business days of the receipt of said proceeds, whichever is later.
11. **Payment from Bidders:** Bidilla, Inc. will accept as payment on your behalf – Wire Transfer with a convenience fee, and Credit Cards. No personal or business checks will be accepted. Credit Cards will not be accepted for Vehicles and Heavy Equipment where the total invoice exceeds \$500.00.
12. **Vehicle Notice of Sale:** Bidilla, Inc. will provide you with a “Notice of Sale” in a format acceptable by the State of Florida for each titled vehicle sold on the Auction Platform, to be delivered to the Tax Collector’s Office. This “Notice of Sale” notifies the State of Florida of the sale of said vehicle, thereby noting the State record system that you no longer own the vehicle as of the date of sale.
13. **Payment to You:** Within 30 days of the close of an auction segment, Bidilla, Inc. will remit payment to you by check or Bank Transfer from its trust/escrow account. For auction segments conducted on behalf of any entity utilizing the cooperative purchase “piggy back” portion of this agreement, payment of auction proceeds for such auction segments will be made directly to the appropriate cooperative entity.
14. **Final Documentation:** Bidilla, Inc. will email detailed auction records following each auction segment when payment is made, to the email address you provide.
15. **Florida Records Law and Compliance:** Pursuant to Section 119.0701, F.S. Bidilla, Inc. agrees to comply with all public records laws. Further, past auction results are available on the Bidilla, Inc. website, maintaining public transparency.

ADDENDUM B

Okaloosa County, Board of County Commissioner, or any governmental entity utilizing the cooperative purchase "piggy back" portion of the contract can earn a portion of the Buyer's Premium collected, in two ways:

Annual Buyer's Premium Share: Bidilla, Inc. agrees to share a portion of the Buyer's Premium with you, based on your annual volume of sales, by check, according to the schedule below. Annual Buyer's Premium Share will be calculated on the cumulative total of sales prices for all items sold under the terms of this agreement, before sales tax and buyer's premium, (i.e. the highest bid), for a twelve month period. The first such annual period will commence on the effective date of the agreement and will terminate in 12 months. For example if the effective date of the agreement is June 1st, the term of the first 12 month period would be June 1st through May 31st of the following year. Subsequent twelve month periods would follow accordingly for the duration of the agreement. Aggregation of the cumulative auction total sales among entities utilizing cooperative purchase agreements is not permitted unless the entities are governed by the same board, council, commission, or governing body. All calculations for the Annual Buyer's Premium Share will be calculated on sales that are closed, and paid, within the twelve month period, adjusted for any non-paying purchasers. After the initial, and each subsequent 12 month period, the cumulative annual total of sales prices is re-set to zero, to begin the calculation for the following 12 month period. The Annual Buyer's Premium Share is capped at 1.25%. The Annual Buyer's Premium Share will be calculated once each year, in the month following the close of any twelve month calculation period. Payment will be made to you after calculation.

ANNUAL BUYER'S PREMIUM SHARE SCHEDULE

\$ 0	to	\$ 249,999.99	No Share	\$2,000,000	to	\$2,499,999.99	0.50%
\$ 250,000	to	\$ 499,999.99	0.10%	\$2,500,000	to	\$2,999,999.99	0.625%
\$ 500,000	to	\$ 749,999.99	0.15%	\$3,000,000	to	\$3,499,999.99	0.75%
\$ 750,000	to	\$ 999,999.99	0.20%	\$3,500,000	to	\$3,999,999.99	0.875%
\$1,000,000	to	\$1,499,999.99	0.25%	\$4,000,000	to	\$4,499,999.99	1.0%
\$1,500,000	to	\$1,999,999.99	0.375%	\$4,500,000	to	\$4,999,999.99	1.125%
				\$5,000,000	Or More		1.25%

EXAMPLE: You have a cumulative total of sales prices for sales closed and paid, after adjustments for non-paying purchasers during your first 12 month calculation period that equals \$1,600,000.00. Your share would equal 0.375%. A check would be issued by Bidilla, Inc. to you for \$6,000.00 (\$1,600,000 X 0.375%). The cumulative total sales would be re-set to zero to begin the next twelve month calculation period.

Earned Buyer's Premium Share: If you perform the Cataloging and Photography, and/or Conducting Previews and Buyer Pick-up for a segment of the auction, you can earn a portion of the Buyer's Premium collected for that segment. of the auction. This payment will be made in addition to the auction segment proceeds, through a separate check.

Cataloging and Photography: In cases where you provide full detailed descriptions and digital photographs/video for any segment of the ongoing online auction under this contract, you will earn a portion of the Buyer's Premium equal to 2.5% of the high bid price for General Items, and 1.5% of the high bid price for titled vehicles and heavy equipment, for that segment.

Conducting Previews and Buyer Pick-up: In cases where you conduct all of the previews of Items or lots of Items, and facilitates of the pick-up of all of the items or lots of items for any segment of the ongoing online auction under this contract, you will earn a portion of the Buyer's Premium equal to 2.5% of the high bid price for General Items, and 1.5% of the high bid price for titled vehicles and heavy equipment, for that segment.

EXAMPLE 1: If you do both the Cataloging and Photography, and conduct the Previews and Buyer Pick-up for a General Item auction segment that has a total high bid price of \$10,000.00, in addition to the \$10,000.00 full high bid price, you will also receive by a separate check \$500.00 (\$250.00 for the Cataloging and Photography - $\$10,000.00 \times .025 = \250.00 and \$250.00 for conducting the Previews and Buyer Pickup - $\$10,000 \times .025 = \250.00 . $\$250.00 + \$250.00 = \$500.00$).

EXAMPLE 2: If you conduct only the Previews and Buyer Pick-up for a titled Vehicle or Heavy Equipment auction segment that has a total high bid price of \$50,000.00, in addition to the \$50,000.00 full high bid price, you will also receive by a separate check \$750.00.

Issuing a separate check allows you to account for such earned revenue separate from the auction proceeds. We would require an IRS W-9 from you upon first receipt of any such proceeds.

ADDENDUM C

Additional material terms:

Location of Property to be Sold: All items to be sold will remain in the custody and control of Okaloosa County Board of County Commissioners, or if in the case of an entity utilizing the cooperative purchase "piggy back" portion of the agreement, in the custody and control of that entity. Bidilla, Inc. will not receive the property to be sold, nor will it serve as custodian of such property.

Date & Time of Auction & Auction Notice: Auction Notice: Florida Statutes 468.388 states,
"Conduct of an auction.—

(1) Prior to conducting an auction in this state, an auctioneer or auction business shall execute a written agreement with the owner, or the agent of the owner, of any property to be offered for sale, stating:

- (a) The name and address of the owner of the property;*
- (b) The name and address of the person employing the auctioneer or auction business, if different from the owner; and*
- (c) The terms or conditions upon which the auctioneer or auction business will receive the property for sale and remit the sales proceeds to the owner."*

Therefore, since Florida Statutes require an agreement for each auction conducted, the auction contemplated by this agreement would constitute one (1) ongoing online auction whereby items are added to the auction in segments. The auction shall commence as of the date of this agreement, and terminate upon termination of this agreement or any subsequent extensions of this agreement. The auction will be conducted in segments as Okaloosa County Board of County Commissioners, or if in the case of an entity utilizing the cooperative purchase "piggy back" portion of the agreement, that entity releases an item or items for sale. Each segment will be held open for bidding online for a length of days and close at a time determined by Bidilla, Inc.. Bidilla, Inc. will coordinate the dates for item previews, auction segment closing, and item pick-up with Okaloosa County Board of County Commissioners, or in the case of an entity utilizing the cooperative purchase "piggy back" portion of the agreement, with that entity

It is the Okaloosa County Board of County Commissioners', or if in the case of an entity utilizing the cooperative purchase "piggy back" portion of the agreement, that entity's responsibility to maintain compliance with Florida statutes with regard to the sale of surplus items, including giving notice. However, on behalf of Okaloosa County Board of County Commissioners, Bidilla, Inc. will place one (1) advertisement to serve as publication of notice, not less than 1 week nor more than 2 weeks prior to the first segment of the ongoing auction sale in a newspaper having a general circulation in Okaloosa county, referencing the ongoing online auction contract and the duration of the auction (contract) in compliance with Florida Statute 274.06. In the case of an entity utilizing the cooperative purchase "piggy back" portion of the agreement, the entity will be responsible for placing any or all ads to maintain compliance with Statute 274.06, or any other statute or rule regarding giving notice for the sale of surplus items at the entity's expense.

Buyer's Failure to Perform: In the event that a Buyer fails to remit payment on their invoice, Bidilla, Inc. will bar said Buyer from bidding in future auction segments. The item or items invoiced to such a Buyer will then be re-auctioned. Under no circumstances will Bidilla, Inc. be held liable to remit to you the high bid amount for a non-paying Bidder.

Items to be Sold at Auction: All items to be sold at auction are at your sole discretion. At minimum, the item mix will include all the types of items listed in the quote request, vehicles, heavy equipment, and other general property. In addition to these types of property, items that may also be sold at auction include, Intellectual Property, Intangible Assets, and Real Estate. All Items will be sold "As-Is, Where-Is" with NO WARRANTY EXPRESS OR IMPLIED.

Real Estate: All Real Estate sold utilizing the online auction platform provided by Bidilla, Inc., will be subject to a separate Real Estate Auction Listing Contract to include a definite expiration date, description of the property, price and terms, fee or commission, and a proper signature of the principal(s) for each property sold, in compliance with F.S. 475. In most cases, Bidilla, Inc. will enlist the services of a Real Estate Broker local to the Real Estate being sold, to Co-broker the property and list it in the local Multiple Listing Service (MLS).

Yachts: All Watercraft over 32 feet in length sold utilizing the online auction platform provided by Bidilla, Inc., as an advertising and marketing tool, must be managed solely and exclusively by you. Until such time that Bidilla, Inc. obtains licensure as a Florida Yacht Broker, we will not provide any Yacht Broker services on your behalf. Fees for your use of our online auction platform as an advertising and marketing tool for the sale of Yachts will be arranged on a case by case basis. Upon Bidilla, Inc. obtaining licensure as a Florida Yacht Broker, this agreement may be amended to reflect such licensure, and we may then fully manage your Yacht Sales – subject to a separate Contract for each Yacht sold.

Ownership of Online Auction Webpage: Bidilla, Inc. owns and retains all rights to the Online Auction Webpage and all content and materials contained on the Online Auction Webpage, including but not limited to: text, graphics, logos (except your logo), audio clips, software server information, files, images, photos, works of authorship, links, or other materials. You acknowledge and agree that ownership of the Online Auction Webpage and its contents shall remain the property of Bidilla, Inc. after the termination of this Agreement. You further agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from the content or materials on the Online Auction Webpage without the express authorization of Bidilla, Inc.. The use of the Online Auction Webpage, its content or materials for any purpose not expressly permitted in this Agreement is prohibited. Bidilla, Inc. reserves the right to change the dynamic online bidding platform from one platform to another platform, if it deems the change necessary.

Fairness to Online Bidders: To maintain a fair and equitable auction environment, you must refer any and all bidders to the dynamic auction system on the online bidding platform website where your Online Auction Segments are listed, for any and all bids on items or lots of items being currently offered at Auction on said system. **No bids are to be taken outside the dynamic auction system on items or lots of items being currently offered at Auction on said system.** To do so, would corrupt the auction environment, possibly create two or more winning bidders, and possibly not allow lower bidders who are unaware that they have been outbid, to competitively increase their bid.

Condition of Items: You agree to fully disclose the known condition of all items or lots of items being sold at Auction through Bidilla, Inc.. You further agree not to conceal known damage from bidders, or willfully fail to disclose facts that if known would possibly cause bidders to bid lower for an item or lot of items.

Website Link: You agree to provide a link from your website to the URL provided by Bidilla, Inc. where your auction segments can be viewed on the internet.

Logo: You agree to allow Bidilla, Inc. to use your logo and your website graphics in any advertising and/or promotional materials we develop to promote your auction.

Indemnification – Subject to Florida's Sovereign Immunity Law: In addition to Bidilla, Inc. indemnifying you, you will indemnify, defend and hold Bidilla, Inc. and its officers, directors, employees, shareholders, partners, affiliates, representatives, and agents collectively referred to as INDEMNIFIED PARTIES, harmless from and against any and all claims, actions, causes of action, lawsuits, damages, liabilities, obligations, costs and expenses (including court costs and reasonable attorneys' fees), collectively hereinafter referred to as LOSSES, incurred by, or imposed or asserted against, the INDEMNIFIED PARTIES as a result of the Indemnifying Party's (1) misrepresentation of an item listed for auction, including but not limited to its condition, fineness, ownership, functionality, or marketability, (2) creation of a warranty, either express or implied in regards to an item to be sold at auction, (3) failure to properly remove information from Information Storage Devices, (4) failure to perform or improper

performance of one or more of its material obligations under this Agreement, or (5) a breach of any material representation, warranty, covenant or condition made by such party under this Agreement. This indemnification is subject to the Florida Sovereign Immunity Law.

Information Storage Devices: It is your responsibility to remove the contents from information storage devices, including but not limited to hard drives, disks, other electronic storage devices, file cabinets, desks, or any other device used to store information. You will hold Bidilla, Inc. harmless and indemnify us as outlined above in such cases where information is not properly removed. This paragraph does not apply to cases where you enter into a separate agreement with us, whereby Bidilla, Inc. is contracted to remove such contents.

ADDENDUM D

Additional Services: Additional Services requested by you, to be completed by Bidilla, Inc., such as, but not limited to, excessive moving and organizing items to be sold, cleaning items, removing information from storage devices, live auctions by public outcry, additional advertising and marketing services requested by specifically requested by you, or any service not previously outlined in this agreement are subject to additional fees, whether quoted as a flat fee, hourly rate, additional commission, or a combination of these, or other method of compensation as agreed to by and between you and Bidilla, Inc.. Such fee or fees are to be negotiated separately from this agreement.

NOTE

The indemnification of Bidilla, Inc. arises due to the fact that in many cases we represent you, and rely on you for accurate information. For example, in cases where personal identifying information may be involved, as on computer hard-drives, etc. we rely on you for removal or destruction. If we are told by you that a hard-drive has no information on it, we rely on that statement and sell the hard-drive, and it is found to contain personal information, it is likely that a lawsuit will follow. In that case clearly we should be indemnified. In other cases, you may have contact with a potential bidder, and inadvertently create a warranty through your statements. In this case, once again, it is clear that we should be held harmless. In some of these cases, like you, we may be able to claim sovereign immunity as your agent. In other cases, this option may not be available. Therefore indemnification is only fair.

SUPPLEMENTAL MATERIALS

Copy of Auction Business License

Copy of Auctioneer License – Jeffrey T. Butirro

Copy of Auctioneer License – Joseph F. Kikta

Current Online Bidding Platform – Proxibid®

Sample Bidder Terms & Conditions (May be adjusted as needed)

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

LICENSE NUMBER	
AB3574	

The AUCTION BUSINESS
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2019



BIDILLA INC
918 ABBIEGAIL DRIVE
TALLAHASSEE FL 32303



ISSUED: 09/27/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1709270002799

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

LICENSE NUMBER	
AU4236	

The AUCTIONEER
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2019



KIKTA, JOSEPH F
918 ABBIEGAIL DR
TALLAHASSEE FL 32303



ISSUED: 09/27/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1709270002786

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

LICENSE NUMBER	
AU4361	

The AUCTIONEER
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2019



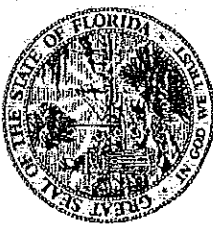
BUTIRRO, JEFFREY THOMAS
918 ABBIEGAIL DR
TALLAHASSEE FL 32303



ISSUED: 09/28/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1709280001955



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

THE CORPORATION HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

BIDILLA INC

918 ABBIEGAIL DR.
TALLAHASSEE FL 32303

LICENSE NUMBER: CQ1054471

EXPIRATION DATE: MARCH 31, 2018

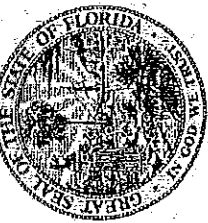
Always verify licenses online at MyFloridaLicense.com



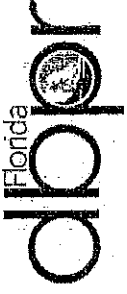
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RICK SCOTT, GOVERNOR



JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

THE BROKER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

KIKTA, JOSEPH F

918 ABBIEGAIL DR
TALLAHASSEE FL 32303

LICENSE NUMBER: BK3255822

EXPIRATION DATE: MARCH 31, 2019

Always verify licenses online at MyFloridaLicense.com



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CURRENT ONLINE BIDDING PLATFORM

Currently Bidilla, Inc. conducts online auctions on the Proxibid® platform. Proxibid® was founded in 2001 and began operations in January of 2003. At that time the company had five employees, including its four founders. That month it hosted five auctions on its site. Today, Proxibid® brings over 4,000 sellers who host both private and governmental auctions, together with buyers from 190 countries across the globe. Farmers, fashionistas, construction contractors, art lovers, car junkies, dealers, resellers, and collectors of just about everything buy on Proxibid. And, every month more buyers are joining the Marketplace – over 13,000 new buyers create a Proxibid® account each month. All Bidilla, Inc. online auctions are currently hosted on the Proxibid® auction platform. Bidilla, Inc. drives potential buyers to your online auctions on the front end and Proxibid® brings with it a host of buyers on the back end. Buyers shopping the Proxibid® marketplace have access to your auctions as well.

2016 Proxibid® Marketplace Statistics:

Total Annual Gross Market Value for 2016: \$4,476,475,120

Total Buyers in 2016: 1,836,442

Inventory Views in 2016: 101,737,091

Online Bids in 2016: 24,515,681

Average Item Price for 2016: \$1,273

Total Online Auction Events in 2016: 15,589

By utilizing the strength of the Proxibid® marketplace, Bidilla, Inc. reaches buyers around the world who are readily looking for items like yours. The Proxibid® platform has unique advantages as well.

Through Proxibid®, Bidilla, Inc. can provide simultaneous online bidding at live auction events, if technology permits, as well as online auctions.

Online auctions can be set-up to run traditionally, where all lots close at a specific time, or as a virtual auction, where lots close in succession, similar to a live auction. Virtual auctions allow bidders to follow the action. If a bidder wants to bid on more than one item in your auction, they don't have to worry about missing out on one item while protecting their bid on another. There is ample time to bid on each item.

The Proxibid® platform prevents "bid snipers" from bidding at the last second, and thereby not allowing other bidders to bid competitively. When a bidder places a bid on a lot in the last minutes of an auction, the bid is extended for that lot to allow other bidders to bid competitively.

Proxibid® has been recognized by The Better Business Bureau with an "A+" rating and its Marketplace has an industry-low, non-pay rate. Proxibid® is committed to providing a trusted community where buyers and sellers can connect. Proxibid®'s risk management system is a sophisticated hybrid of proprietary technology and third-party partnerships that is managed by an in-house team of experts. The system is built around two simple ideas:

- Ensure buyers and sellers are who they say they are
- Ensure buyers and sellers do what they say they are going to do

When we sell on Proxibid®, rest assured their best-in-class risk management system is behind every sale.

Proxibid® diligently monitors the Marketplace 24 hours a day, 7 days a week, for fraudulent behavior that could compromise their sellers. These automated safeguards include:

- Adhering to all requirements for merchant processing to ensure all buyer credit card information is safe
- Monitoring for previously banned buyer profiles

- Verifying unusual account activity by location
- Monitoring changes in account behavior and profile information
- Tracking abnormal retracted bids
- Cataloging all bids with detailed information
- Using external sources to validate buyer information on file
- Cross-checking buyer information against the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals lists which documents individuals who are prohibited from transacting with U.S. persons

The Proxibid® platform is the only online bidding platform to use MarketGuard®. All sales events on Proxibid® are monitored by MarketGuard®, Proxibid®'s proprietary, bank-quality risk assessment software. Before any user can complete a buying action in a particular sale, that buyer's information is run through a series of algorithms and must pass various checkpoints. Marketguard® uses the data entered in the buyer's account and other third-party information to determine if the buyer will be a reliable customer. Buyers can only participate in a sale if they pass the MarketGuard® test. And if a certain sales event warrants it, sellers can require additional information to ensure buyers are vetted more aggressively. It all happens instantly, behind-the-scenes, giving buyers a hassle-free shopping experience. Proxibid® is a global Marketplace with active buyers from more than 190 countries. It is critical that users logging on from outside of the U.S. are vetted as reliable, credible buyers. Proxibid® uses state-of-the art, phone-based authentication technology to verify all international buyers' identities.

Proxibid® provides dispute resolution services in those situations when buyers and sellers do come to an impasse regarding a transaction. Proxibid® will mitigate the dispute acting as an impartial party representing the Marketplace to ensure both parties live up to their commitments. This is a unique service not seen on any other live selling platform.

Auction Payment Network (APN): APN payment network is the premier online payment processing solution developed specifically for Proxibid® sellers, and is designed to streamline payment processing and reporting. With APN Bidilla, Inc. can quickly and securely invoice and reconcile your sales. APN also offers remote deposit capture, single and recurring ACH transactions, card payments and ID validation services on a single platform. Through Bidilla, Inc.' use of APN, you can rest assured transactions are secure and bidders' personal information is safe. All of APN's products and services are PCI-compliant meaning they meet the payment card industry's stringent security requirements. APN was built on a secure network which protects cardholder data and encrypts this data when transmitted across the network. APN maintains a vulnerability management program, implements strong access control measures, regularly monitors and tests networks and maintains an information security policy to ensure a secure environment for all cardholder data.

Proxibid®'s Technical Capabilities

This is offered as an example of the capabilities of the Auction Bidding Platform. Most functions outlined here are conducted through and with the assistance of Bidilla, Inc.. The Okaloosa County, Board of County Commissioners is not required to directly interact with Proxibid®. However, if the County chooses at a later date to directly interact with Proxibid®, such an arrangement can be made utilizing Bidilla, Inc.' Proxibid® Resale agreement. At that point, the Okaloosa County, Board of County Commissioners would be fully responsible for conducting their own auctions on the Proxibid® platform.

Hardware, Software and Equipment: Proxibid® will provide all the hardware, software, servers and Internet connection required to provide online bidding for the Okaloosa County, Board of County Commissioners.

Hosting of the Auction System: Proxibid® will host the online bidding solution. No Okaloosa County, Board of County Commissioners's computer hardware, software or database systems will be required. If the County chooses to utilize the resale agreement between Bidilla, Inc. and

Proxibid®, the auction listings can be embedded on the County's Web site, while still being hosted on Proxibid.com.

Hardware and Software Maintenance: All maintenance and upgrades to the hardware and software required to maintain the online bidding solution are the responsibility of Proxibid®.

Operating Software and Applications: Because Proxibid® owns the software and applications, Proxibid® directly provides all software and applications required for the auction to function.

Secure Web Environment: All registered, pre-qualified bidders create a unique password. Additionally, Proxibid® protects the web environment in multiple ways:

- Confidentiality of data
 - For employees who have access to confidential information in a customer support scenario, there is a policy in place to authenticate a caller before disclosing any user related information. Calls are recorded and recordings are reviewed periodically to ensure related policies are properly in use.
 - Data transmission is SSL encrypted
 - Passwords are stored as a one-way hash within the system database to further encrypt them.
 - Proxibid® does not directly retain data elements such as social security numbers or credit card numbers. If these items are needed, that event would be transacted through a 3rd party partner platform which has the necessary industry compliance in place to securely receive and store such data.
- Hosting of website
 - Proxibid® production systems are hosted in a private cloud platform dedicated to the core business. All related programs and solutions, such as the bidding application, and AuctionBuilder™, are all SSL secure sites.
- Audit trail of transactions
 - Proxibid® maintains a full audit logging of critical data created or changed within the system. Such items include, but are not limited to:
 - Each bid by user per item
 - System messaging between live auction application components during a sale
 - Additional critical user and sale information
 - Proxibid® maintains applicable logs for 90 days. However, if requested by the Okaloosa County, Board of County Commissioners, Proxibid® would be able to store the data for longer or shorter time periods.

Connectivity: Proxibid®'s solution allows for access from Windows-based systems and Apple-compatible systems. No special software is required by the computer systems of the Okaloosa County, Board of County Commissioners. Proxibid®'s solution is accessible through any modern Web browser.

Maintenance and Support: Proxibid®'s Client Services team offers unparalleled support to both sellers and bidders. Proxibid®'s team provides unmatched support via telephone and email before, during, and after every auction, as well as during our regular business hours, daily from 7:00 a.m. – 10:00 p.m. Central time. In addition to the types of services you would expect from a Client Services team, Proxibid®'s team takes extra steps to ensure your online success. The team regularly makes outbound calls to prospective bidders for upcoming auctions. Proxibid® constantly monitors auctions to ensure the best online experience possible for your bidders. Because Proxibid®'s customer support team is located at its Omaha headquarters, they are able to be more flexible than support Countys at other providers. Proxibid® has the capability to adjust staffing and hours to accommodate the Okaloosa County, Board of County Commissioners's events, to ensure that even unusually scheduled auctions have support available. Proxibid's Client Services team has a combined 48 years of customer service experience, enabling its team to provide the best possible experience for sellers and

bidders. Proxibid®'s multi-lingual support agents must complete a rigorous training program and are proficient in Proxibid's online bidding technology. Proxibid® provides a constant, open line of communications between sellers and bidders to ensure all parties have a positive online experience.

Simple Login, Registration, and User Experience: Registering to bid on Proxibid® is very easy. New buyers simply visit www.proxibid.com and click the "sign up now" button at the top of the page. Or if bidders follow links from the Okaloosa County, Board of County Commissioners's or Bidilla, Inc.' webpage, and choose to bid on an item, they will be prompted to login or sign up on Proxibid®. Bidders answer a few basic questions and are ready to bid. Behind the scenes, our anti-fraud tool, MarketGuard™ runs the bidder through an approval process to ensure the buyer has the wherewithal to pay for the items and is a good candidate to bid in the County's auction(s). This process is seamless to the bidder. Prospective buyers do not have to register to bid to be able to view items in the County's auctions. Any potential bidder can view the auction catalog, review item descriptions and view photos without having an account. And, they can access the "create account" process from the auction catalog, making it easy for potential buyers to get signed up to bid at any point in the process.

Proxibid® provides sellers with an easy-to-use auction catalog builder that provides buyers with a consistent shopping experience from auction to auction, creating a level of comfort and trust with buyers.

Simple and Uniform Methods to Submit Bids: Proxibid® provides buyers with a user-friendly and intuitive way to submit bids via the Internet. All bidders are able to see the highest bid placed on an item. If a buyer has been outbid, Proxibid®'s system will send an automatic notification, encouraging the buyer to place a new bid. Bidders can place a bid, up to the maximum amount they wish to pay for an item, and Proxibid®'s system will bid, on the buyer's behalf, up to that maximum amount. Additionally, Proxibid® has the capability to accept bidding by people via fax and/or written correspondence.

Rejecting Bids: The seller may choose not to acknowledge a bid if it does not meet the minimum starting bid price or reserve price for the property. Additionally, the seller would be allowed to reject a bid for any reason whatsoever as determined by the County. Please be advised that rejecting bids without a reasonable explanation may have legal implications as an auction is considered a legal form of a sale.

Withdrawing of Lots: A seller would have the ability to remove single or multiple properties from an auction.

Clearly Identified Auction End Times: End times for all auctions on Proxibid® are clearly identified.

Ability to Set and to Display a Reserve Price: Proxibid®'s solution enables sellers to set the reserve price as appropriate. Additionally, the reserve price can be hidden from view. The use of reserves should only be used in limited circumstances. A reserve fee may apply for lots that do not sell.

Ability to Set Minimum Opening Bid and Minimum Increment: Proxibid®'s solution enables the seller to set a minimum opening bid as well as to customize the increments at which bids will be submitted. Caution is due in setting minimum opening bids. One of the key elements to a successful auction is the momentum created by competitive bidding. By setting an opening bid too high, this momentum may be diminished, creating less than desirable results. The excessive use of high opening bids may result in an opening bid fee for lots that do not sell.

Record of Winning Bidder and Backup Bidder: Proxibid® maintains copious records of all bidding activity in its system. Their technology team is able to track every bid placed, the time it

was placed and the IP address of the bidder. If at any time a buyer defaults on their bid, Proxibid® can quickly identify the second highest bidder and contact that person to determine their interest in purchasing the item.

Access to Bidder Records: All Proxibid® clients have access to bidding information for their auctions taking place in the Proxibid® marketplace. Proxibid® provides a dashboard complete with analytics from each sale, which provides detailed statistics, as well as contact information for all bidders in your sales, as well as a report of all winning bidders. Other statistics available include: online sales, online high bid, number of bids placed, number of online bids placed and more.

Online Security and Fraud Protection: Proxibid® is the most secure online bidding provider in the industry. All security systems, anti-virus and firewalls are capable of preventing the hacking of any auction information, as well as protecting against the assimilation or distribution of viruses and other programs. Additionally, bidder identity is always protected as bidders are only identified by the first and last letters of their usernames.

Simple Auction Posting Solution: Proxibid®'s web-based back-end tool, AuctionBuilder™, is easy to use, making it a breeze for sellers to get inventory listed into an auction. This secure system provides users with the ability to quickly upload their auction catalog, including item descriptions and photographs. Users have complete control over the auction (start and end times, auction type, reserves, increments, etc.). If an auction is active, the Okaloosa County, Board of County Commissioners can make modifications through Bidilla, Inc.. However, it is Proxibid®'s policy to contact all bidders in the auction if the changes involve updates to the terms and conditions or minimum or reserve pricing.

Withdrawing an Auction: The Okaloosa County, Board of County Commissioners can cancel an auction in the Proxibid® system without penalty. If the County chooses to cancel an auction, Proxibid® will send an email notification to all registered bidders informing them that the auction has been canceled. This notification is drafted by Proxibid®'s Communications County and is forwarded to bidders by members of its Client Services team.

Dynamic Closing: Proxibid® offers extended bidding in its online only auctions. If a bid is received within the last two minutes of the auction, the time on that lot is extended two minutes to allow the individual who was outbid the opportunity to place a new bid. The ending time will continue to extend until there is no competitive bidding within the last two minutes of the auction.

Auction Templates: Proxibid®'s AuctionBuilder program enables sellers to create auction templates so they do not have to create a brand new auction description every time a catalog is created.

Standard Sales Closing Information: All sales closing information is included in the auction catalog in a section entitled "Information and Special Terms." Sellers can easily copy and paste standard sales information into their auction catalog, enabling them to save valuable time and resources when creating a new auction. Payment terms, shipping details, and other "fine print" can be re-used as appropriate, from one auction listing to the next.

Fraudulent Bidders: Once buyers are interested in participating in an auction event, Proxibid®'s proprietary risk management tool, MarketGuard™, evaluates and filters potential threats, helping ensure a successful transaction between buyer and seller. Proxibid®'s MarketGuard™ fraud protection tool provides tier 4 bank-level protection, which allows bidders to provide "know your customer" information, complete OFAC checks, and a large number of other evaluation points. Proxibid®'s fraud prevention tools also monitor the bidding environment to detect potential malicious activity to help ensure all bidding activity is reliable. Proxibid® keeps copious records of all bidder activity in the marketplace. If a bidder has defaulted in past auctions, that bidder will

not pass the requirements to be admitted to bid in Okaloosa County, Board of County Commissioners's auctions.

IT Backup and Storage: As part of normal operations, all systems and data stored on Proxibid®'s network are being backed up on tapes every evening. These tapes are stored on 20-day rotations and a copy is stored off site every week in a storage facility managed by an outside storage company.

IT Continuity: Proxibid®'s online bidding platform environment utilizes a high amount of redundancy, and there are alternatives for each functional part of the infrastructure so that no single issue or event can take down the Company's online service, from Proxibid®'s network and Internet service provider, to its firewalls, servers and data storage.

Proxibid®/Proxibid® bidding systems:

- Maintain Enterprise-level infrastructure and support for Proxibid®'s data center and technology solutions.
- Maintain up time of the platform at more than 99.9%.
- All relevant components within the data center are redundant to both Dallas and Chicago
- Most redundant components within the data center have automatic fail-over or are used in parallel.
- Redundancy and automation solutions include network, servers, databases, data storage as well as support systems such as power, cooling and backup generators.
- Maintain redundant data centers in geographically diverse cities.
- Ability to fail over from one data center to the other within minutes.
- Multiple Internet carriers supporting data center connectivity.
- Maintain similar Enterprise-level infrastructure at our office location, minimizing risk to our local network, phone system and other resource supporting the business services and products.
- Data center partner maintains a robust staffing model 24x7.
- Data center partner operates as an extension of our in house technology infrastructure team, ensuring the best possible support around the clock.
- Data center partner maintains industry standard compliances such as PCI and SAS70 Type II.

Bidilla, Inc. reserves the right to change the dynamic online bidding platform from ProxiBid® to another platform, if it deems the change necessary.

BIDDER TERMS & CONDITIONS

Bidder Terms & Conditions must be established for your auction segments, and may change from segment to segment. You may provide your own with the consent of Bidilla, Inc. or you may allow Bidilla, Inc. to provide the Bidder Terms & Conditions. To stipulate your own Bidder Terms & Conditions, please submit such terms and conditions in writing to Bidilla, Inc. If no such Bidder Terms & Conditions are received, we will use our current Bidder Terms & Conditions for the type of auction segment being conducted. Bidilla, Inc. updates its Bidder Terms & Conditions from time to time. Below is a sample of one version of our current Bidder Terms & Conditions.

BIDDER TERMS & CONDITIONS:

Principal Auctioneer: <INSERT AUCTIONEER NAME & LICENSE NUMBERS HERE>

BIDDING: Bidding on any item will be considered sufficient evidence that a bidder accepts all conditions set forth in these BIDDER TERMS & CONDITIONS. The Auctioneer has the authority to accept or reject any and all bids. The Auctioneer's decisions are final.

BUYER'S PREMIUM: A Buyer's Premium of (BP%) will be charged on the total bid. **EXAMPLE:** If you intend to spend no more than \$100.00 on an item, bid to (\$Example). A (BP%) Buyer's Premium of (\$Example) will then be added to the (\$Example), bringing your total to (\$Example). You will save (\$Example).

SALES TAX: Florida and Georgia Sales Tax (State and Local) will be collected on all sales made and delivered within the states of Florida and Georgia. The States of Florida and Georgia Departments of Revenue's Rules require that Sales Tax be charged on the total invoice price including Buyer's Premium. The buyer is responsible for all other out of state sales tax due on items shipped. Buyers purchasing items for Resale must provide a current Resale Certificate PRIOR to each Auction. Tax Exempt Bidders must provide a current Tax Exempt Certificate PRIOR to each Auction.

MERCHANDISE: ALL ITEMS ARE SOLD "AS-IS, WHERE-IS" WITH NO WARRANTY EXPRESS OR IMPLIED, unless otherwise stipulated. We do our best in describing items. Time will be made available prior to each Auction for a preview of the items to be sold. It is the buyer's responsibility to carefully inspect the items prior to the Auction. Descriptions of an item are not meant to be used in lieu of actually inspecting the item yourself. Most items offered for sale are used and may contain defects not immediately detectable. Bidders are encouraged to inspect the property prior to bidding. Bidders must adhere to the preview and inspection dates and times posted. **ALL SALES ARE FINAL.**

BIDDERS accept any and all liability and will hold Bidilla, Inc. and <INSERT ENTITY NAME HERE> harmless for injuries sustained by BUYER or Agents, Employees, or Contractors, or any person acting on behalf of or in conjunction with the BUYER, during the preview and inspection and pickup of items being sold.

DESCRIPTIONS AND PHOTOGRAPHS: Occasionally errors occur in item descriptions and photographs. Item descriptions or photographs are not to be used in lieu of a personal inspection of an item. Time is made available prior to the auction to inspect the items. **ALL SALES ARE FINAL!**

PAYMENT: Payment is expected immediately following the Auction, on the day of the Auction. Acceptable forms of payment will be: Visa, MasterCard, Discover, American Express or wire transfer. ALL items invoiced to a bidder must be paid for prior to the bidder removing ANY of the items. If any payment is past due five (5) days following the auction, there will be a 5% late fee assessed to your

invoice. If full payment not received by 5PM ET on the seventh (7th) day following the Auction, the nonpaying bidder will have their bidding privileges revoked from Bidilla, Inc. and a dispute will be filed against them on Proxibid. **ONCE A DISPUTE IS FILED, THE AUCTION IS CLOSED AND IT IS TOO LATE TO MAKE A PAYMENT.**

REGISTRATION: Registration is required in order to bid at any Bidilla, Inc. Auction. This registration includes your name, address, phone number, email address, state issued Identification or Driver's License, and credit card number. Since the act of bidding at an Auction creates a binding contract, the giving of false registration information may constitute an act of fraud. By registering to bid you agree to be added to our email list. You have the option to opt-out after you receive the first email.

ITEM PICKUP: All items are to be picked up by the buyer on <INSERT DATES & TIMES>, after full payment of the invoice and verification of funds. No party, other than Bidilla, Inc. is authorized to release any item sold at this auction. **ALL ITEMS MUST BE PICKED UP BY <INSERT DATES & TIMES>.** **THERE ARE NO EXCEPTIONS TO THIS. ANY ITEM REMAINING AFTER <INSERT DATES & TIMES> WILL BE CONSIDERED ABANDONED PROPERTY. NO REFUNDS WILL BE GIVEN ON ABANDONED PROPERTY.**

SPECIAL NOTES ON PICKUPS:

Please bring loading assistance with you. There will be no loading assistance from <INSERT ENTITY NAME HERE> Employees or Bidilla, Inc..

Some items may require disassembly to move from location. Please bring adequate tools with you. There will be no tools available at the location. There will be no assistance from <INSERT ENTITY NAME HERE> or Bidilla, Inc. on disassembly.

There is the possibility that your items may be blocked by other winning bidders' items. We ask that you use the same care and respect for their items as you would with yours.

REMOVAL OF LOTS FROM A SALE: Bidilla, Inc. will make all reasonable efforts to have all items advertised, available for sale. However, there may come an occasion that an item must be removed from the sale. Bidilla, Inc. assumes no liability for damages incurred by the removal of an item from a sale.

RESERVE: Most items are offered without reserve or minimum bid. If an item has a reserve, a proxy bidder may bid on behalf of the seller until the reserve is met. However, we will not offer an opening bid on behalf of the seller. If no opening bid is received, or if the bidding does not reach the reserve amount, we will pass the item or submit the high bid as an "offer" to the seller for their acceptance.

LIABILITY: By Bidding, the Bidder agrees to hold Bidilla, Inc. and the Auctioneer harmless for errors & omissions. Further, the Bidder agrees to hold Bidilla, Inc. and the Auctioneer harmless, as agents of the seller, for issues arising from the transfer of title of goods purchased.

EMPLOYEES & ASSOCIATES: Employees and associates of Bidilla, Inc. and of employees and associates of <INSERT ENTITY NAME HERE> are permitted to purchase lots at competitive bidding under the same terms, rules and regulations as the general public.

ARBITRATION: In the event that a dispute arises from an Auction under these TERMS & CONDITIONS, the Bidder agrees to resolve the dispute through Binding Arbitration, whereby the prevailing party is entitled to reimbursement of their legal fees by the opposing party.

VENUE: By bidding at this auction, the bidder agrees that the contract created by these conditions of sale is made and performed in the county where the Auction is conducted, in the State of Florida. Any dispute arising from this Auction will be resolved in, and under the laws of the County and State where the Auction was conducted.

SEVERABILITY: The Bidder agrees that if any portion of these TERMS & CONDITIONS is deemed unenforceable or invalid, the remainder of the TERMS & CONDITIONS shall remain enforceable and valid.

SHIPPING: The BUYER is responsible for all removal packing or packaging and shipping of all purchased items. BUYER accepts any and all liability and will hold Bidilla, Inc. and <INSERT ENTITY NAME HERE> harmless for damages to the purchased items and/or damages to the property of others incurred by the removal, packing or packaging and shipping process. BUYER accepts any and all liability and will hold Bidilla, Inc. and <INSERT ENTITY NAME HERE> harmless for injuries sustained by BUYER or Agents, Employees, or Contractors, or any person acting on behalf of or in conjunction with the BUYER, during the removal, packing or packaging and shipping process.

<INSERT SHIPPING OPTIONS HERE>

These companies can handle picking up, packing, and shipping anything from small items to large items that must be palletized and put on a truck. They are also willing to give shipping quotes before you bid. This is just one resource available to you, and is not a recommendation to use any particular company.

bidilla, inc.

336 East College Avenue, Suite 108
Tallahassee, Florida 32301-1554
(850) 778-3003
www.bidilla.com

January 26, 2018

Okaloosa County, Board of County Commissioners,

Bidilla, Inc. began in 2008 as Aaron Joseph & Company, LLC. In 2012, as an auction company, Aaron Joseph & Company, LLC, doing business as Global Auction Services, made the strategic move to focus on the government surplus market. As part of its new focus, Global Auction Services sought to come up with solutions that meet the needs of this market segment. After many discussions with those tasked with having to sell government surplus for their respective entities, three facts were discovered:

1. Online auctions were widely accepted and seen as the best option for government surplus sales.
2. Most government entities don't have the personnel, resources, or expertise to manage their own online auctions.
3. Those governmental entities that are able to manage their own online auctions were stuck with few choices of online bidding platforms that don't reach the wide markets that online bidding platforms designed for use by licensed auctioneers reach.

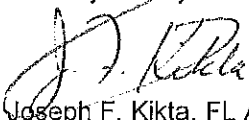
As a result, Global Auction Services pioneered a fully-managed online auction concept for governmental entities. With our auction concept, there is no commission paid by you. The buyer pays the commission through a buyer's premium. That means you receive the full high bid price for the items you sell. Instead of creating a new online bidding platform, we chose to use Proxibid® because of their clear dominance in the online auction marketplace for assets typically surplus by governmental entities.

Our fully-managed auction solution means that our team provides the personnel, resources, and expertise to manage your online auctions. If you choose to manage your own online auction, we can provide you with access to bidders around the world. If you are in between, we can offer you a fully-managed solution when you need it, and allow you to earn additional revenue through an earned share of the buyer's premium for auctions where you do some of the work. In addition, if you meet certain sales volume tiers, you will receive a portion of the buyer's premium as an Annual Buyer's Premium Share.

After continued success, Aaron Joseph & Company, LLC converted from a Limited Liability Corporation, to a C-Corporation on April 1, 2016, and took the name Bidilla, Inc.. As you can see, with Bidilla, Inc., you get more than just an auctioneer – you get a team of professionals, both in house and with our affiliates, dedicated to the success of your auction program. With Bidilla, Inc., your auction solutions are made easy. With our services you receive many additional value-added features. Please review our quote, and ask any questions you may have and remember, it isn't always about the lowest buyer's premium, it's about convenience, experience, level of service, and the biggest check to you.

We look forward to working side by side with you to achieve the best results from your sales.

Thank you for your consideration,



Joseph F. Kikta, FL AU4236
Bidilla, Inc. – FL AB3574
Chief Executive Officer
850-778-3003 CELL

**FIRST AMENDMENT TO
C18-2680-PUR
Bidilla, Inc.**

THIS FIRST AMENDMENT entered into this 30th day of March, 2018, hereby amends C18-2680-PUR, dated February 12, 2018 by and between Okaloosa County, Florida, (hereinafter the "County") and Bidilla, Inc. (hereinafter the "Contractor").

WHEREAS, on February 12, 2018 the parties entered into contract C18-2680-PUR, to provide Online Auction Services; and

WHEREAS, the contract reflects Contractor's principal address as 918 Abbiegail Dr., Tallahassee, FL 32303; and

WHEREAS, Contractor's current principal address is 336 E. College AV, Suite 108, Tallahassee, Florida 32301-1554; and

WHEREAS, Contractor responded to ITQ PUR 22-18; and

WHEREAS, throughout its response to ITQ PUR 22-18, Contractor listed its address as 336 E. College AV, Suite 108, Tallahassee, Florida 32301-1554; and

WHEREAS, Contractor offers a portion of their buyer's premium to other clients who perform certain tasks as an additional payment; and

WHEREAS, contract C18-2680-PUR is a cooperative purchase contract that can be "piggybacked" by other entities; and

WHEREAS, this additional payment may be beneficial to the County, or other entities cooperatively utilizing this contract by "piggybacking" C18-2680-PUR.

NOW, THEREFORE, in consideration of mutual covenants herein and other goods and valuable consideration, the parties hereby agree and amend C18-2680-PUR as follows:

1. The County acknowledges that Contractor's principal address is 336 E. College AV, Suite 108, Tallahassee, FL 32301-1554.
2. If the County, or any other entity cooperatively utilizing contract C18-2680-PUR, performs either of the duties outlined below: Cataloging and Photography and/or Conducting Previews and Buyer Pick-up, for any segment of the ongoing online auction contemplated by this contract, the portion of the Buyer's Premium associated with that duty /those duties performed by the County, or any other entity cooperatively utilizing the contract will be paid to the County, or will be paid to the entity cooperatively utilizing the contract as appropriate. This payment will be made in addition to the auction segment sale proceeds, through a separate payment. The Buyer's Premium associated with each duty is as follows:

GENERAL PROPERTY

10.0% Base Buyer's Premium
2.5% for Cataloging and Photography
2.5% for Conducting Previews and Buyer Pick-up
15.0% Total

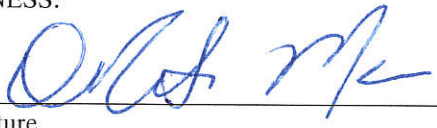
TITLED VEHICLES & HEAVY EQUIPMENT

7.0% Base Buyer's Premium
1.5% for Cataloging and Photography
1.5% for Conducting Previews and Buyer Pick-up
10.0% Total

**Contract # C18-2680-PUR
BIDILLA, INC.
ONLINE AUCTION SALES
EXPIRES: 02/11/2021 W/3 1 YR RENEWALS**

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

WITNESS:

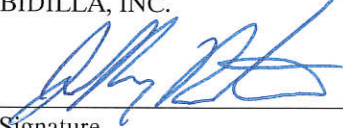


Signature

DeLita Mason

Print Name

BIDILLA, INC.



Signature

Jeffrey Butirro

Print Name

3/23/18

Date

OKALOOSA COUNTY, FLORIDA



John Hofstad,
County Administrator

COOPERATIVE PURCHASE AGREEMENT

NO. C18-2680-PUR

BIDILLA, INC.

The City of Destin now desires to enter into a Cooperative Purchase Agreement (Piggyback) to provide Online Auction Services, Term Contract under the same terms and conditions as the agreement between Bidilla, Inc. and Okaloosa County, Florida Term Contract #C18-2680-PUR, attached hereto as Exhibit "A" and incorporated by reference, with a date of expiration of February 11, 2021, with three (3) one (1) year renewal options, which contract resulted from a competitive Bid.

The City of Destin has reviewed the contract and bid results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Bidilla, Inc. hereby agrees to provide such services and prices to the City of Destin under the same price(s), terms and conditions as the referenced contract between Bidilla, Inc. and Okaloosa County, Florida. All references in the contract between Bidilla, Inc. and Okaloosa County, Florida, shall be assumed to pertain to, and are binding upon Bidilla, Inc. and the City of Destin. All references in the contract to "Okaloosa County" shall be substituted with the City of Destin.

Agreed, accepted and consented to the ____ day of _____, 20__.

Bidilla, Inc.

Signature

Print Name

Date: ____/____/____

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

Signature

Print Name

Date: ____/____/____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2021
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 6.C.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Board & Committee Minutes

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

- 1. 6-22-21 Parks&Rec
- 2. 6-3-21 LPA
- 3. 5-12-21 - hcraac
- 4. 5-11-21pwps

**MINUTES OF THE
PARKS & RECREATION COMMITTEE
MEETING DESTIN CITY HALL BOARDROOM
JUNE 22, 2021 MEETING - 4:00 PM**

1. CALL TO ORDER:

Chairwoman Trammell called the meeting to order at 4:00 p.m. on Tuesday, June 22, 2021 in the Destin City Hall Annex Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

Sandy Trammell
Nikki Johnson
Barbara Telford
Danielle Piper
Brian Liesveld
Leslie Schmidt

Member Absent

Matthew Sweetser

Staff Present

Kim Montgomery City Clerk
Lisa Firth Recreation Director
Ryan Reed Recreation Dept. Supervisor
Michael Burgess, PW Director

3. APPROVAL OF MINUTES:

- **May 25, 2021**

Motion to approve the May 25, 2021, minutes as written was made by Committee member Liesveld with Committee member Piper providing the second. The motion passed 6-0.

5. OLD BUSINESS:

➤ **Park Inspections:**

Committee member Johnson reported that one of the lights on Mattie Kelly Pier is loose and in need of being repaired. She also reported that she has been unable to review O'Steen Beach Trail and Norriego Park because of no available parking spaces each time she has tried to access them. And if anyone is willing to go real early in the morning to inspect them they can otherwise, she will inspect them after the busy summer season.

Mrs. Firth reminded the members to please include any memorial plaques they find and their locations.

➤ **Adopt-a-Park/Adopt-a-Bench**

Mrs. Firth spoke of how a similar program is already in place with Adopt-a-Street and how they can piggy-back on its program with the idea of having people volunteer to clean up the city parks. Chairwoman Trammell suggested that everyone think on this and bring their suggestions to implement it at their next meeting.

6. NEW BUSINESS:

Committee member Johnson spoke of how there are many people who frequent the Dog Park and would like to have restrooms and a dog washing station. And she feels this could be included in the beautification of parks work plan item instead of making an entire separate one.

7. COMMITTEE MEMBER/STAFF COMMENTS:

- **Committee member Johnson – Nothing more.**
- **Committee member Liesveld** – Briefly spoke of his work plan item to make getting approval for runs/walks in the city easier and have a couple of runs/walks and paddleboard events yearly. He also asked when the entire Dog Park would be reopened noting that the access to the water fountain is the main concern with the heat. Staff provided an update of the status.
- **Committee member Piper** – briefly spoke of her beautification work plan item for the various city parks and mentioned how the reeds that were cut down are starting to grow up again at the Main Street Park.
- **Committee member Telford** –
- **Committee member Schmidt** – Questioned staff what the status is of the cemetery landscaping workplan and staff working with Bobby Wagner. Mrs. Firth informed the members that staff will have to consult with a professional before any tree planting can be considered to ensure there will not be any encroachment with the spaces. And Mr. Wagner has a lot on his plate at the moment.
- **Chairwoman Trammell** – Spoke of how there are still items at Harbor Lane ROW that have not been done that the citizens of the neighborhood spoke of wanting accomplished earlier in the year with the funds that were set aside by Council. One being the hard surface put down for a walkway so the mothers who have babies in the neighborhood can push their strollers closer to the water to watch the sunset. As well as there is a neighbor in a wheelchair who desires to have closer access too. She reiterated to staff that it does not have to be concrete or asphalt, just some sort of material that can be accessed so wheels won't get stuck in the sand, like what is it currently happening. She also reminded staff that there is an agreement by all neighbors that they do not want an internal light installed in the access and they made that clear at the meeting in February, when this was discussed. Emphasizing that there is enough lighting from the neighbor, plus no one is supposed to be in there after dark.

Motion to not install the internal light at the Harbor Lane Beach Access was made by Chairwoman Trammell with Committee member Liesveld providing the second. A roll call vote of 6-0 was taken and the motion passed.

It was agreed to have this placed back on the agenda for an upcoming meeting to discuss further. She also mentioned the need to have the roots and stumps ground down along the trails to the water at the other water accesses in the general vicinity to eliminate a tripping hazard.

- **Staff Comments:**

Mrs. Firth provided the members with the following updates:

- Commercial businesses are causing problems throughout the city at both private and public parks by people operating their business rentals at various locals thought out the city. She explained they are renting out everything from large floating mattresses and paddle boards to waverunners and pontoon boats. As well as people charging fees for lessons in the waterside parks and taking up parking spaces all day at the water access parks.

- Norriego Point is at the State level and should start construction in September after Labor Day.

- Hot Asphalt signs warning people of how hot it can get and how it can burn dog paws was shown to Council and how they backed them and want at least one down at the Boardwalk. It was mentioned one should be at the parking lot for the Dog Park too.

- **Public Comment:** None
- **Next meeting:** July 27, 2021

ADJOURNMENT:

Having no further discussions, the meeting adjourned at 5:15

PM.

Adopted and approved this _____ day of _____ 2021.

Sandy Trammell, Chairwoman

Kim Montgomery, Deputy City Clerk

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**LOCAL PLANNING AGENCY
MEETING MINUTES
JUNE 3, 2021 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, June 3, 2021 at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Marcie Bell
Karen Drexler
Corey Ledbetter
Darryl Shelton
Jason Klosterman

Members Absent

Staff Members Present

Kim Montgomery City Clerk
Lauren Witt Senior Planner
Daniel Butler Planner
Saeed More
Tunazzina Alam
Louis Zunguze CD Director
Kyle Bauman City Attorney

3. APPROVAL OF MINUTES:

May 6, 2021

Motion by Agency member Shelton, seconded by Agency member Bell to approve the May 6, 2021, minutes as written. The motion passed 6-0.

4. OLD BUSINESS:

None

5. NEW BUSINESS:

A. Conditional Use 21-02-CU– Bamboo Box (Asian Specialty Store) – 1209 Airport Road, Suite 11

The City Attorney swore in the applicant and staff for any testimony they may need to provide.

Mr. Butler explained to the members that Mr. Jesse Robinson, on behalf of Bamboo Box, LLC is requesting a Conditional Use (21-02-CU) approval for an Asian specialty grocery store. The proposed project located at 1209 Airport Road, Suite 11 consists of renovating the existing ±2,528 SF suite to include a display area, a kitchen, a storage area, restrooms, and a small office and the subject site is 0.22 acres. And that the project meets all the four required criteria for Conditional Use, per Article 7.12.10.C, Land Development Code.

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The Chairman opened the hearing to the public for comment. With no one coming forward to speak, he closed the public portion and asked the members for comment or a motion.

Agency member Bell questioned an existing market located in the same plaza. Mr. Butler explained that it is a European Market and was there prior to the code being changed to require the Conditional Use Approval.

Agency member Ledbetter moved that the Local Planning Agency recommend approval to the City Council to approve Conditional Use 21-02-CU, with Agency member Klosterman providing the second. The motion passed with a 6-0 vote.

6. DIRECTOR'S REPORT:

Mr. Zunguze provided the following updates:

- Introduces his two new staff members Saeed More & Tunazzina Alam.
- Announced his staff will be bringing forth materials regarding certain planning areas as soon as he gets direction from Council.

7. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 5:40 p.m.

Adopted and approved this _____ day of _____ 2021.

James Wood, Jr. Chairman

Kim Montgomery, Destin City Clerk

**MINUTES
HARBOR COMMUNITY REDEVELOPMENT
AGENCY ADVISORY COMMITTEE MEETING
MAY 12, 2021 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Buckingham called the meeting to order at 5:30 p.m. on Wednesday, May 12, 2021 in the Destin City Hall Board Room.

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

Present

Mike Buckingham
James Green
Casey Jones
Jan Best
Ian Blaise
Sandy Trammell
Mike Raim

Members Absent

Staff Present

Kim Montgomery, Deputy City Clerk
Lauren Witt, Principal Planner
Daniel Butler, Planner
Joe Bodi, Engineer Asst.
Krystal Strickland, Finance Dir.
Louis Zunguze CD Director

3. MINUTES: April 14, 2021

Motion to approve the minutes of the April 14, 2021, as written was made by Committee member Raim with Vice Chairman Green providing the seconded. The motion passed with a 4-0 vote for approval.

4. OLD BUSINESS:

➤ **Harbor Capacity Study Update**

Mr. Butler explained staff has met with the Harbor Capacity Study Committee to identify in prioritize their issues in the harbor with the items identified in their packet.

Committee member Blaise spoke of his concerns with water quality issues.

- Enforcement
- Prevention of spilling fuel when refilling
- Adequate Pump-out Stations
- Sump Pumps locked

A brief discussion took place about the sump pumps and how FWC periodically inspects boats and fines those that do not have the proper locks in place. And how subsequently, the word gets out that they are inspecting so that most can remedy theirs if it is not properly installed.

Staff briefly touched on the following issues:

- Number of Boats operating in and around the Destin Harbor.
- Adequate parking and/or launch facilities.
- Boat Operators familiarity with local conditions and/or boat operation
- Commercial and Recreational conflicts
- Availability of pump outs
- Lack of Wayfinding Signage (Upland & Waterward)

Committee member Best mentioned the importance of getting the harbor pump back up and running and on a regular schedule.

➤ **Harbor CRA Master Plan Update**

Mr. Butler explained that staff met with Committee member Best per their discussion at their April meeting to discuss her recommendations and changes to update the plan prior to the May meeting.

The following items were implemented to the plan as discussed:

- Format of the Master Plan
- Address redundancies throughout the Plan
- Outdated information removed

According to Mr. Butler, staff would like to approach the update to the Harbor CRA Master Plan with the following steps:

- Review the Comprehensive Plan policies listed in the Harbor CRA Master Plan with the current applicable Comprehensive Plan policies.
- Identify and propose new format for the Harbor CRA Master Plan to reduce repetitive information.
- Bring each chapter to Harbor CRA Advisory Committee for discussion and proposed revisions from Committee.
- Draft Harbor CRA Master Plan based on recommendations from the Harbor CRAAC and present to Committee for recommendation to City Council.
- Present updated Harbor CRA Master Plan to CRA Board/City Council for approval.

Motion by Committee member Best, seconded by Committee member Green that the Harbor CRA Advisory Committee adopt the proposed/recommended approach to updating the Harbor CRA Master Plan. The motion passed with a 7-0 vote.

➤ **Development Projects within the Harbor District:**

Mr. Butler provided an update of the ongoing development projects.

- Wet & Wild – 119 Calhoun Ave.
- Heron Harbor – 314 Harbor Blvd.
- Pelican Adventures – 546, 580, & 600 Harbor Blvd.

➤ **City Project:**

Mr. Butler provided the members with an update on the following projects.

- Crosstown Connector (Beach to Benning)
- Zerbe/Calhoun Ave. Pedestrian Project, Phase I, Zerbe/Sibert to Clement Taylor
- Park- under construction
Zerbe/Calhoun Ave. Pedestrian Project, Phase II (boardwalk under the bridge)
design

There was a brief discussion related to the Cross Town Connector Project and what part was the grant awarded for. According to staff, the \$2.7M was for Adkins's scope of work.

Committee member Raim asked staff where the location of the speed tables will be on Calhoun

Avenue. Mr. Bodi explained the location and how they are notifying the public of the change with signage and cones.

Chairman Buckingham spoke of the need for an additional speed table to be installed closer to Leonard Destin Park. Mr. Bodi informed him that at this time there is no plan for one however, staff is open for discussion.

Motion by Chairman Buckingham, seconded by Committee member Raim to look into installing one or two more speed tables on Calhoun Avenue and bring the speed limit down to 25 mph past Forest. The motion passed 4-2 with Green and Jones dissenting.

Committee member Blaise questioned the speed table policy noting that there is speeding issues on Lakeside Drive. Mr. Bodi explained it starts with the request to staff.

Motion by Committee member Blaise, seconded by Chairman Buckingham to request to have speed tables installed on Lakeside Drive and Main Street.

Committee member Jones announced a Point of Order stating that speed tables and speed limits in the city should be a discussion for a different committee and not this one. The motion died.

- **Capt. Royal Melvin Heritage Park, 206 Harbor Blvd**

This project is under construction and, there were additional problems with the second footers that were again incorrectly poured and had to be removed so, the project is behind 2-weeks.

5. NEW BUSINESS:

- **RFP 21-03-FIN Tax Exempt Loan Financing – Krystal Strickland**

Ms. Strickland provided the members with an update on the status of the Tax Exempt Loan and explained that the loan is to repay the city's General Fund Balance \$9.9M for the purchase of the beach properties on Scenic Highway 98 at a rate of 1.39%.

- **Resolution CRA 21-01 - Approving the form of and authorizing the execution of an interlocal agreement with the City of Destin**

Ms. Strickland informed the members that staff is looking for a recommendation to the CRA Board to adopt Resolution CRA 21-01 which is an execution of an interlocal agreement between the City of Destin and the Harbor CRA whereby the Harbor CRA agrees to pay its portion of the 2021 loan.

The City will issue a total of \$9,905,000 in debt to be repaid as follows:

- \$3,597,000 to refinance the Harbor CRA's 2009 loan to be repaid with Harbor CRA TIF revenues
- \$3,489,000 to refinance the General Fund 2015A Capital Improvement loan to be repaid using general non-ad valorem revenues
- \$2,819,000 to expand public beach access to be repaid from Okaloosa 1/2 Penny Local Surtax revenues

Motion to recommend that the Destin Community Redevelopment Agency adopt Resolution CRA-21-01, authorizing and directing the Agency's Chair or Vicechair to enter into the attached Interlocal Agreement with the City of Destin was made by Chairman Buckingham with Vice

Chairman Green providing the second. The motion passed 6-0.

6. COMMITTEE MEMBER COMMENTS

- **Committee member Jones:** Thanked Lauren and wished her well.
- **Committee member Best:** Thanked Lauren and wished her well too.
- **Vice Chairman Green:** Reminded everyone to be kind and wished Lauren well.
- **Chairman Buckingham:** Ditto to what Green said.
- **Committee member Raim:** Wished Lauren good luck.
- **Committee member Blaise:** Wished Lauren good luck.
- **Public Comment:**
None
- **DIRECTORS REPORT:**

Lauren introduced new staff member Sae More and informed the members that Daniel will be attending all of their meetings going forward.

- **Next meeting: June 9, 2021**

7. ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 6:30 PM.

Adopted and approved this _____ day of _____ 2021.

Mike Buckingham, Chairman

Kim Montgomery, Deputy City Clerk

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**PUBLIC WORKS/PUBLIC SAFETY COMMITTEE
MEETING MINUTES
TUESDAY, MAY 11, 2021 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

Vice Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, May 11, 2021 at 5:30 p.m. With the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Tom Weidenhamer
Richard Hickey
Sam Perman
John Green

Members Absent

Marcie Bell

Staff

Kim Montgomery Deputy City Clerk
Michael Burgess PW Director
JT Deputy PW Director

4. CHAIRMAN/VICE CHAIRMAN

Mr. Burgess informed the members that since Chairman Ramswell had to resign due to health, they would need to nominate a Chairman and possibly a Vice Chairman as well.

Motion by Committee member Perman to nominate Vice Chairman Wood as Chairman, with Committee member Weidenhamer providing the second. The motion passed 5-0.

Motion by Committee member Weidenhamer to nominate Committee member John Green as Vice Chairman with Committee member Hickey providing the second. The motion passed 5-0.

5. APPROVAL OF MINUTES: *March 9, 2021*

Motion to approve the minutes of the March 9, 2021 meeting as written, was made by Committee member Green with Committee member Perman providing the second. A roll call vote of 5-0 was taken and the motion passed.

6. NEW BUSINESS:

• Safety Issues on Scenic Highway 98

Committee member Perman spoke of how the city needs to be more proactive on the potential safety issues as the numbers of tourist increase to come to Destin beaches. She spoke of how she witnesses people not crossing at the designated pedestrian crosswalks all the time and feels there needs to be more signage and the beach accesses need to be lit up, as well as the surf conditions flags system signage should be displayed at each entrance.

According to Mr. Burgess, before the 2020 Spring Break, staff had met with Steve Derenian, a citizen who lives in Crystal Beach about this concern. He had approached this committee previously and presented a pedestrian wayfinding program with signage and pavement

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markings, which was approved by City Council. The signs were made and installed and consequently, almost all the signs that were installed were stolen during that spring break period. He spoke of how they could possibly have more made and collocate them on existing regulatory signs. Adding that he would bring this up to the City Engineer for his input.

Committee member Perman also spoke concern of the increased number of motorized bikes and skateboards on Scenic 98 and asked if there is an ordinance in place or something that they can do to facilitate one.

Mr. Burgess spoke of the LSV ordinance that did not get adopted by City Council and how staff and the Okaloosa County Sheriff's Department is following the State Statutes and the Golf Cart Policy.

- **Safety Issues at Calhoun/Kelly**

According to Committee member Perman, she feels that the speed limits are too high for Calhoun Avenue heading towards Kelly Street and feels that a traffic mirror is necessary to enhance the visibility at the intersection.

Mr. Burgess explained Mayor Pro Tem Destin has already obtained Council consensus to have the speed limit lowered to 25 mph between Zerbe and north of Clement Taylor Park. As well as speed tables are being installed. A digital informational sign warning the public of both and cones will be installed tomorrow.

- **Spring Break/Summer Preparations/ OCSO Lt. Jason Fulgham**

- Explained that this past Spring Break was busier than any in the recent past.
- 700 Beach related arrests with 516 of those in Destin
- Beach unit will be 7-days of week from 10AM-10PM in the summer season.
- 2-3 Marine Units on the local waters 7-days of week from 10AM-10PM.
- 19 Beach related arrests with 18 in Destin since the end of Spring Break
 - A busier than normal summer season is anticipated.
- Only one distressed swimmer in Destin since Spring Break was over.
 - With 17 Boating while Intoxicated Arrests in Destin since Spring Break in Okaloosa County
 - 19 Beach replated arrests, one on Okaloosa Island the rest in Destin.

Chairman Wood asked if the people arrested are being taken to Shalimar. According to Lt. Fulghum, the people are only given a court date at this time because of Covid. And the County Jail is only taking in repeated offenders, serious felonies, or misdemeanors.

Committee member Perman asked if there is a plan for the monitoring of increased traffic on Scenic Hwy 98. According to Lt. Fulgham, they have traffic units scheduled in shifts as well as a traffic grant paid through Federal Funds from FDOT that target 98 during the summer season.

- **Surtax Funds**

Mr. Burgess explained the city is authorized to use the surtax funds on the following:

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- Transportation
- Stormwater
- Public Safety

Adding that the city has used up all the funds for the acquisition of the beach parcels and is borrowing the necessary funds to pay replenish that account and once it replenished, this committee will have \$300k+/- to make recommendations to Council on what to spend it one. Reminding the members that he hasn't had the chance to purchase the trash pumps that they recommended and was approved by Council yet, since the funds have not been available.

- **Operational Updates**

Reported that the vacancy for Maintenance Tech Mechanic is still open and he is waiting for the right person and does not want to hire just anyone.

Recommendation is going to Council to have Main Street restriped from 98 to Kelly. With pavement markings included for a total cost of about \$50k.

- **Project Updates**

Mr. Burgess reported the following:

- NFWF Projects - All projects are complete.
- Continuing Services provider for Median Maintenance – ZIIC irrigation work is complete.
- Code Compliance and Analytical Services performed some water testing in the harbor, and everything came back with good results.
- Leonard Destin Park Restoration - the damage caused by Hurricane Sally has been repaired. Noting a joint effort from the Parks and Recreation department and Public Services brought in white sand from Wildcat Mountain and the beach has been restored, along with fencing, steps, and boardwalk repair. The ribbon cutting is scheduled for this Thursday May 13th at 10:00 o'clock.
- Zerbe St./Calhoun Ave Pedestrian - sidewalk and drainage improvements and will extend from the bottom of the hill at Sibert all the way to Clement Taylor Park.
- Harbor pump update – The motor is still having issues and it is back in the shop being repaired.
 - The pump will also be pulled and looked over to see if something is stuck inside, adding this has happened in the past. He noted that the 1,600 foot pipe that connects from the Gulf of Mexico into the harbor will still flush fresh water into the harbor when the tide is high. Which equals to be about 1.8 million gallons of water going into the harbor per day, without the pump. And there is a flap valve that does not allow the water to go back out from the harbor into the Gulf during low tide.
 - City Hall Fire Alarm and Monitoring System has been installed. There has never been any type of Fire Alarm System since the building was built.
 - Committee member Hickey asked if the buildings were sprinkled. According to Mr. Burgess he is only aware of the library and the Community Center being sprinkled. Committee member Hickey asked if that would impact the cost of insurance for the city

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buildings. Mr. Burgess replied that he could certainly look into it and provide an update.

- The new generator for City Hall has been installed and the replaced generator has been taken to the Sheriff's Substation on Stahlman Ave., so they now have a working generator.
- Beach Drive resurfacing has been approved by council and the work should be starting the week of May 24th. It will be milled and resurfaced north of Kelly. And two weeks after the asphalt has cured, the striping will go down.
- Speed humps on Calhoun Ave as mentioned earlier, will be installed tomorrow.

- **Emergency Management Update**

Mr. Burgess reported the following:

- Hurricane season starts June 1st and the Colorado University's hurricane forecast for this year is projected for an above average hurricane season.
- The City's hurricane guide is finished and published to the website with a map.
- Governors Hurricane Conference has been canceled.
- Senior leaders and department heads are reviewing the operational instructions to ensure that everything is in order if there is a storm in the Gulf of Mexico. As well as the precautions/activation levels that need to be taken, depending on how far out one is from the city.
 - Stand down.
 - 800 miles out and we're in the cone of uncertainty and those steps taken, if any.
 - 500 miles out the shutters get dropped and the buildings get secured.
 - 200 miles out, additional best management practices are put in place.
 - Continuity of government services:
 - Okaloosa County EOC headquarters – Niceville at the College.
 - After the storm and its safe, staff will go out and inspect properties to see if they are safe to be habitable.
 - Special permits are issued so that people can secure their property for repairable homes and structures.
 - A protocol is in place for those that are deemed structurally non-habitable.
 - Other departments have their own operating instructions to follow.

7. DISCUSSION:

- **Committee member Green** – Requested staff consider striping the north side of Main Street at Kelly.
- **Committee member Perman** – Reported that no one seems to be paying any attention to the new signs that were installed at the new right turn onto Airport Road from 98 and suggests their color be changed to possibly be more visible. According to Mr. Burgess, since it is now a maintenance issue, the City Engineer and staff has contacted FDOT to see what can be done to make the merge more notable to the public. Adding that so far there has not been any accidents since it has been finished.
 - She also thanked staff for the installation of the stop sign at Sibert and Forest.

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- **Committee member Hickey** – Reported that there is a lot of roadways in the city are in bad condition and need to be restriped. According to Mr. Burgess, its very expensive however, he will bring a back to them at their next meeting, a presentation with the conditions of the roadways and the costs for discussion.
- **Committee member Weidenhamer** – Nothing to report.
- **Vice Chairman Wood** – Reported that he no longer serves on the TPO’s Citizens Advisory Council since he is now serving on the Mid-Bay Bridge Authority. And there is no one from the city serving. He explained that it meets seven times a year and asked the members to get the word out because Destin needs a representative.
 - Asked if the flashing yellow light at Kelly has been replaced by the manufacturer yet. According to JT, it should be there now.
 - Status of the other water access right of ways and cleaning them up. According to Mr. Burgess, he will follow up with staff and report back to them at their next meeting.
 - Requested an update or presentation on the details for the FDOT PD&E study for from Marler Bridge to Airport Road.
- **Public Comment:**
None

Having no further business at this time, the meeting adjourned at 6:50 p.m.

Adopted and approved this _____ day of _____ 2021.

James T. Wood, Jr., Chairman

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 6, 2021

TYPE OF AGENDA ITEM: Council Discussion Item

AGENDA OUTLINE NUMBER: 7.H.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: A. Eglin Property

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: July 6, 2021

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 7.I.

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: July 6, 2021

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 7.J.

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