

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/21/2023

Contract/Lease Control #: C23-3892-BCC

Procurement#: N/A

Contract/Lease Type: AGREEMENT-INTERLOCAL

Award To/Lessee: TOWN OF SHALIMAR

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/19/2023

Expiration Date: INDEFINITE

Description of: PUBLIC WATERFRONT PARK PROJECT

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7105

Monitor's FAX # or E-mail: [JHOFSTAD@MYOKALOOSA.COM](mailto:JHOFSTAD@MYOKALOOSA.COM)

Closed: \_\_\_\_\_

CC: BCC RECORDS

**INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY AND THE TOWN OF SHALIMAR FOR A PUBLIC WATERFRONT PARK PROJECT THAT INCLUDES PROPERTY ACQUISITION, DESIGN, CONSTRUCTION, OWNERSHIP AND ONGOING MAINTENANCE**

**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 **TOWN OF SHALIMAR**, a municipality organized under the laws of the State of Florida (the "Town") (collectively, the County and Town will hereinafter be referred to as the "Parties").

**WHEREAS**, the Board of County Commissioners and the Town Commissioners agree that the acquisition and improvement of public waterfront property is a preeminent goal, the furtherance of which ensures the continued economic viability of the Town and County with specific benefits to tourism and the general public; and

**WHEREAS**, in furtherance of this preeminent goal, the County and the Town agree to work together to acquire and develop and/or redevelop a public waterfront property adjacent to the Town's municipal limits located at the SE corner of the Shalimar Bridge fronting on Eglin Parkway and the water near the mouth of the Garnier Bayou, tax parcel identification number 06-2S-23-0000-0037-0000 and as shown and described in Exhibit "A" (the "Property"); and

**WHEREAS**, the Parties agree to fund portions of the purchase and redevelopment of the Property into a usable tourism asset/public property (the "Project"); and

**WHEREAS**, the County and all nine (9) municipalities located within the County entered into an Interlocal Agreement, dated September 8, 2021, to allocate 12.5% of the first five (5) pennies of Tourism Development Tax ("TDT") Funding received for statutorily allowable tourism uses by the cities, of which 5% is allocated through a separate interlocal agreement amongst just the municipalities for use by the Town (the "Town's TDT Allocation"); and

**WHEREAS**, the full costs of the Project from purchase to usable park property includes, but is not limited to, the costs for purchase, design, permitting, and construction and are estimated to cost \$3,000,000, with an estimated total budget shown in Exhibit "B"; and

**WHEREAS**, both the County's and Town's portion of the funding for the Project will be funded with TDT Funds with the specific purpose and intent of promoting tourism by increasing public waterfront access and upland recreational activities tourists may undertake; and

**WHEREAS**, the County recognizes the Town may ultimately want to annex, own, and maintain the Property and may do so with the County's support, by notifying the County of Town's

intentions, within three (3) months post construction, via a written request passed by the Town Commission; and

**WHEREAS**, this Agreement is intended to formalize the Parties' responsibilities and describe how the Project will proceed forward.

**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 Town 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 Town.

**SECTION 4. DETAILS OF THE PROJECT.** The Project shall consist of the acquisition, design, and construction of improvements of the Property (including cleanup and demolition of slab/foundations), which is more particularly described in the attached Exhibit "A", with the cost estimated shown in Exhibit "B".

**SECTION 5. FUNDING/COMMITMENTS FOR THE PROJECT.**

- A. Estimated Contributions. The Parties agree to fund the complete costs of the Project as shown in Exhibit "B" with the Town contributing \$500,000.00 and the County contributing the remainder.
- B. Alternation of the current Town 2024 TDT funding plan. The County hereby agrees to authorize the modification of the Town's TDD funding reserve, the 2024 funding plan and any future TDD funding to obtain or repay the \$500,000.00 contribution, that would entirely apply towards this Project.

Financing. The remainder of the Town's contribution shall be provided by the Town within twelve (12) months from the date of closing on the Property or within thirty (30) days of the issuance of a notice to proceed for the construction contractor, whichever occurs later. The Town may fund its remaining contribution for the Project utilizing its General Fund, General Fund reserves or any other financing option and will subsequently repay/replenish such fund(s) utilizing the Town's TDT Allocation annually. The Town shall provide the County with sufficient documentation approved by the County Attorney and adopted by the Town

Commission to pledge future funds from the Town's TDT Allocations for the repayment of any funding advanced for this Project.

**SECTION 6. PROPERTY CLOSING.**

- A. Timing. Closing of the Property shall occur as soon as reasonably practicable as provided in the purchase and sale agreement. The County will solely close on the Property.
- B. Funding Warranty. The County warrants and agrees that it shall have the ability to fund the closing on the date the closing is scheduled to occur.
- C. Title Policy. The County shall obtain an owner's title commitment on the Property in an amount equal to the purchase price. The title commitment shall ensure marketable title as to the Property being acquired. The Town shall be provided the title commitment for review in advance and upon review shall provide any objections to the title exceptions.

**SECTION 7. OWNERSHIP OF THE PROPERTY.**

- A. Fee Simple Title. Upon closing, the County shall own fee simple title to the Property, but shall transfer Property upon written request and commitment of the Town Commission to annex, own, and maintain the Property with notice provided within three (3) months of the completion of construction. The timing shall be coordinated between the Parties.
- B. Covenants. Before transfer, the County shall execute and record all documentation necessary to ensure that the Property is subject to a perpetual covenant running with the land requiring that the Property be used only for public recreation and tourism purposes. In addition to traditional recreational and tourism purposes, such covenant uses may include, but shall not be limited to: parking, restrooms, recreational/food vendors, tourism outreach booth, maintenance access/storage. Modification or removal of the covenants shall require mutual consent of the Parties in writing.
- C. Future Sale, Lease, or Encumbrance of the Property. If Town ownership occurs, the Town shall not sell, lease, or encumber the Property in any manner absent the written consent of the County. The intent of the Parties is to utilize the Property for public recreational/tourism purposes. Should the Town permit the Property to be used in a manner inconsistent with the Parties' intent, the Town shall transfer to the County fee interest in the real estate acquired hereunder sufficient to ensure that the Property is used in a manner consistent with public recreational purposes. If the Parties should in the future agree to sell the Property, the proportionate amount of funding expended to acquire, design/permit and develop the waterfront public park shall first be returned to the Tourism Development District fund at the County. Any remaining proceeds thereafter shall be split equally between the Parties.

**SECTION 8. DEVELOPMENT AND IMPROVEMENT OF THE PROPERTY.**

A. Intent. The Parties intend that the development of the Property shall be limited to uses by the general public for general recreational purposes as typically seen at waterfront parks (the “Waterfront Public Park”). The overall goal of the Project shall be to increase the amount of public waterfront property available for use by tourists and the general public and the Waterfront Public 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 Waterfront Public Park.

1. Collaborative Process. The Parties intend to work collaboratively through all phases of development of the Waterfront Public Park to develop a waterfront public park that is consistent with this intent.
2. Comprehensive Plan and Land Development Code. Development of the Waterfront Public Park shall be subject to applicable provisions of the County’s Comprehensive Plan and Land Development Code. Prior to, but contingent upon acquisition, or upon acquisition, if not already compliant with the County’s Comprehensive Plan and Land Development Code (specifically zoning and any special use approvals). If the Town decides to annex and own the Property, the Town agrees to diligently submit and utilize best efforts to pursue such proposed changes to bring such intended use into compliance with the Town’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 twelve (12) months of closing, the Town shall return ownership to the County and De-annex the Property.
3. General Design Concept of the Waterfront Public Park. The Parties shall immediately begin to work together in designing and implementing a cohesive and functional plan and development of the Waterfront Public Park that is consistent with and furthers the overall intent of the Project. The design shall include basic amenities typically seen at waterfront parks, which may include, but shall not limited to: parking, restrooms, stormwater retention, walks, landscaping, docks/boardwalks, pavilions, fishing pier, observation pier, temporary boat slips, potentially a small store/bait sales, food truck location, tourism information, and similar uses. Final design of the Waterfront Public Park shall be subject to the approval of the Board of County Commissioners at a duly noticed public meeting(s). Input will be received by the Town Commission and Town staff, but because the County is contributing 5/6 of the estimated project costs it shall make any final decisions.

4. Design, Engineering, and Permitting of the Waterfront Public Park. The County shall procure duly qualified and licensed engineers, design professionals from its existing professionally procured library, in consultation with the Town, that it deems to be reasonably necessary to design, engineer, construct, and develop the Waterfront Public Park. Any surveying services may be issued after execution of this Agreement. Alternatively, engineering and/or survey services may be performed by county employees, provided they can be done at a lesser expense. The process to secure professional permitting for design, engineering and permitting services may begin immediately after the execution of this Agreement.
5. Construction of the Waterfront Public Park. The County shall oversee the procurement of contractors and the construction of the Waterfront Public Park. The County shall permit the site plan and construction per the County land development code and shall work expeditiously on those processes, to include any variances that may be necessary. The County shall utilize its building department for building permits and inspection for state building code compliance. The goal of the Parties is for construction to commence as soon as reasonably possible, however depending on cost and the timeframes of the outside permitting processes it may be desirable for the Parties to construct the park in multiple phases.
6. Time is of the Essence/Primary Point of Contact. The Parties agree to utilize best efforts to timely bring the Waterfront Public Park into public service/use as quickly as possible, but still in a fiscally responsible manner. 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 be limited to: obtaining all required approvals, payments, legal sign off, signatures, permits – to include fast-tracking all County signage, building, land development code permits and all outside agency permits. The County Appointee shall be Ms. Sharon Gold, Tourism Project Coordinator. The Town Appointee shall be the Town Administrator. The lead staff person of either agency may be changed upon written notice to the other agency.
7. Rights and Obligations of the Parties in the Construction Procurement Process. As part of the construction procurement processes, the County shall make all such procurement documents available to the Town for review. The Town shall be permitted to inspect the documents at least seven (7) days prior to issuance and provide input as to their contents. The Town and County shall work in good faith in the drafting of the construction bid documents and all such documents shall be designed to further the Project's overall intent. For the Construction procurement(s) the Town will be requested to have a representative attend any consultant design meeting, construction pre-bid meetings and bid openings.

## SECTION 9. MAINTENANCE AND OPERATION.

- a. General Maintenance. After the completion of the development, the owner of the Property shall be responsible for the general maintenance of the Waterfront Public Park and ensure that it is kept in a good condition permitting the general public to access and enjoy the Waterfront Public Park.
- b. Tourist Development Taxes. The Parties recognize that Tourist Development Taxes may or may not be potentially available to fund maintenance of the Waterfront Public Park. If the Town is maintaining the Park, the Town shall be permitted to utilize its allocated funding as a valid tourism expenditure, for both the Project and maintenance thereafter as part of the funding provided through the countywide Interlocal Agreement.
- c. Parking/Entry Fees or Permits. Because funding is primarily coming from Tourism Development Taxes, parking fees and park entry fees or Town parking permits shall not be permitted at the park, unless otherwise agreed to in writing by the Parties. If approved, the same parking/entry fees shall equally apply to all users. Unless otherwise agreed to by the County in writing, these parking/entry fees, if collected, must be segregated into a dedicated fund(s) for this specific park, to be used exclusively to maintain or otherwise improve the Waterfront Public Park.
- d. Park Vending. If agreed to by the Parties in writing, minor recreation and food/drink vending, such as a bait sales, a marina store concession and/or food truck/cart, may be permitted. Unless otherwise agreed to by the County in writing, these park vending fees, if collected, must be segregated into a dedicated fund(s) for this specific park, to be used exclusively to maintain or otherwise improve the Waterfront Public Park.
- e. Adjoining Property Cooperation - The adjoining property is a hotel and a vacant parcel proposed to be a restaurant/food vendor. The Parties agree that they consent to work with that property user and potentially cooperate on: permitting issues, use of slips, and sharing of parking and similar cooperative efforts to enhance the public and private experience of the public park.
- f. Operation. The owner of Property shall operate the Waterfront Public Park and enforce all applicable laws, ordinances, rules, and regulations of its jurisdiction through its code enforcement department, law enforcement, and other available legal means. The applicable Party 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 parks, however, such permits shall not be considered encumbrances on the Property. Temporary or permanent tourism information booth and/or signage shall be permitted within the Waterfront Public Park.

- g. Revenue Generation. If any revenues are generated from the Waterfront Public Park, unless otherwise approved in writing by the Parties, they must be segregated in dedicated fund(s) for the park, to be used exclusively to maintain or otherwise improve this Waterfront Public Park.
- h. Signage/Information. The Waterfront Public Park design shall incorporate a permanently posted sign designating the Waterfront Public Park, which shall state that it was funded through a partnership between the County and the Town. The County shall review and approve the sign before it is posted. Additionally, the Parties agree to allow tourism related signage for wayfinding, a rack/container for materials or an electronic kiosk, plus any website or social media promotion of the Park. The Town shall also be permitted to install a non-electronic, "Welcome to Shalimar" sign at its expense with agreement of the Parties on size, height location, style, material, and content.

**SECTION 10. TERM.** This Agreement shall take effect on the last date of adoption by the respective governing bodies and the warranties and covenants described herein shall continue in perpetuity.

**SECTION 11. RECORDS AND REPORTING.**

- A. The Parties agree 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 either party in connection with the Project.
- B. Neither the Town 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.
- C. The Parties agree to include, in all contracts for services related to the 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 Town Commission 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 the other party.

**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 EITHER PARTY TO ENFORCE ANY TERMS OF THIS AGREEMENT, THEN THE 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:

Okaloosa County  
Attn: County Administrator  
1250 Eglin Pkwy N  
Suite 102  
Shalimar, FL 32579

As to the Town as follows:

Town of Shalimar  
Attn: Town Administrator  
2 Cherokee Road  
Shalimar, FL 32579

**SECTION 20. NO MEMBER LIABILITY.** Neither the members of the governing body of the County, the Town, 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 Town or any executing authority of the County or the Town 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 Town'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 Town or County for work on the Project shall be required to protect, defend, indemnify and hold both the Town 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 the 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 Town and County shall require the provisions of this section to be included in all contracts between the Town and County and its contractors and consultants for work or services to occur on the 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. NO THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or

conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

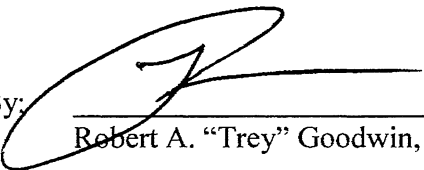
**SECTION 25. FILING.** The County and the Town are hereby authorized and directed after approval, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida as provided in Section 163.01 (11), Florida Statutes.

**SECTION 26. 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.

**////////////////// Signature Pages Follow //////////////////**

**OKALOOSA COUNTY, FLORIDA**

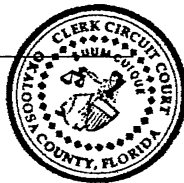
By:   
Robert A. "Trey" Goodwin, III, Chairman



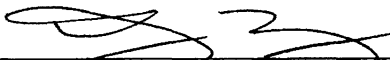
Date: 19 September 2023

ATTEST:

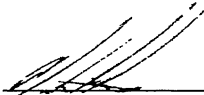
For   
J.D. Peacock II, Clerk



APPROVED AS TO FORM:

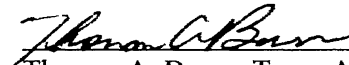
  
Lynn M. Hoshihara, County Attorney

**TOWN OF SHALIMAR, FLORIDA**

By:   
Mark Franks, Mayor

Date: 12 September 2023

APPROVED:

  
Thomas A. Burns, Town Administrator

ATTEST:

  
Ms. Jessica Rehr, Deputy Town Clerk

**EXHIBIT "A" - Property (Picture)**  
**Tax Parcel ID # 06-2S-23-0000-0037-0000**

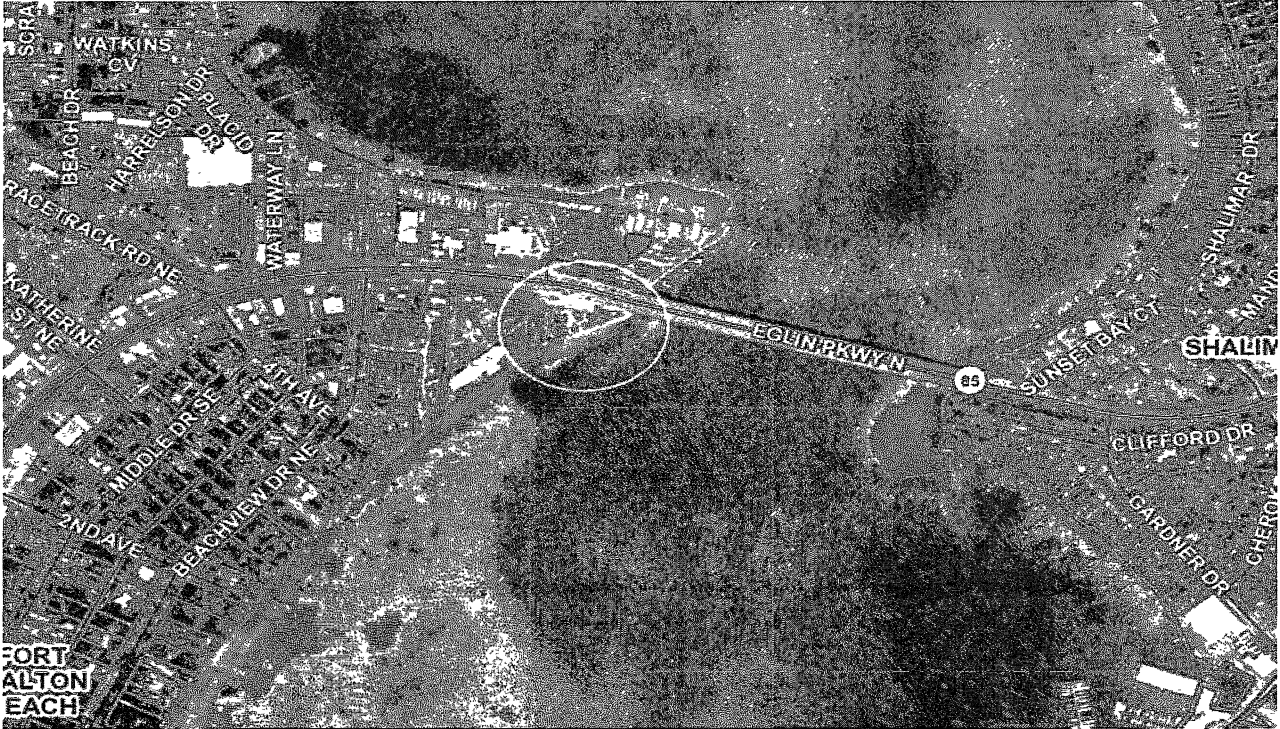


EXHIBIT "A" Continued - Property (Deed)

050  
1720.00  
1720.00

\*\* OFFICIAL RECORDS \*\*  
BK 1698 PG 973

THIS WARRANTY DEED made the 11th day of August, 1992, by JOSEPHINE R. CERAVOLO, a widow woman as her separate, individual and non-homestead property, having an address at 205 Costaki Court, Fort Walton Beach, Florida 32548, hereinafter called the Grantor, whose Social Security No is: 419-26-9480 to CHRISTINE H. AUFDERHEIDE-FOSSUM, a married woman as her separate, individual and non-homestead property, whose post office address is: 914 Mar Walt Drive, #B, Fort Walton Beach, Florida 32547, hereinafter called the Grantee, and whose Social Security No. is: [REDACTED].

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable 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:

Parcel "1": All that portion of Lot 2, Section 6, Township 2 South, Range 23 West, comprehended between two parallel lines which are parallel to the East line of Bayview Subdivision as filed in Plat Book 1, Page 26, of the Public Records of Okaloosa County, Florida and having a bearing of S 00 degrees 50'30" W and bounded on the North by the south right-of-way of State Road No. 85 (said right-of-way being 100 feet in width as now constructed in, over, through and across said Section), the North boundary line of said lot being 100 feet in length (measured along said right-of-way line) and being the East 100 feet of the West 600 feet, measured along said line, from the East line of aforesaid subdivision; the South boundary line of said lot being Garnier's Bayou;

Parcel "2": All that portion of Lot 2, Section 6, Township 2 South, Range 23 West, comprehended between two parallel lines which are parallel to the East line of Bayview Subdivision as filed in Plat Book 1, Page 26, of the Public Records of Okaloosa County, Florida and having a bearing of S 00 degrees 50'30" W, and bounded on the North by the south right-of-way of State Road No. 85 (said right-of-way being 100 feet in width as now constructed in, over, through and across said Section), the North boundary line of said lot being 100 feet in length (measured along said right-of-way line) and being the East 100 feet of the West 700 feet, measured along said line, from the East line of aforesaid subdivision; the South boundary line of said lot being Garnier's Bayou;

Parcel "3": All that portion of Lot 2, Section 6, Township 2 South, Range 23 West, lying East of a line drawn parallel to the East line of Bayview Subdivision as filed in Plat Book 1, Page 26, of the Public Records of Okaloosa County, Florida and having a bearing of S 00 degrees 50'30" W, which said line is drawn from a point 700 feet easterly, (measured along said right-of-way line from the East line of the aforesaid subdivision); the said parcel being bounded on the North by the south right-of-way line of State Road No. 85 (said right-of-way being 100 feet in width as now constructed in, over, through and across said Section), the North boundary line of said parcel being the said right-of-way line and the South and East boundary lines of said lot being Garnier's Bayou, including permanent improvements.

Property Appraiser's Parcel I.D. No: 06-2S-23-0000-0037-0000

Subject to restrictive covenants and easements of record which are not hereby reimposed and any zoning ordinances.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

FLORIDA DOCUMENTARY STAMP TAX REQUIRED BY LAW IN THE AMOUNT OF \$ 1720.00 HAS BEEN PAID. NEWMAN C BRACKIN, CLERK OKALOOSA COUNTY. By: Pat Jellen DC

EXHIBIT "A" Continued - Property (Deed)

\*\* OFFICIAL RECORDS \*\*  
BK 1688 PG 974

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, 1991.

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:

Ronald J. Powers  
RONALD J. POWERS  
Skir Rainer  
SKIR RAINER

Josephine R. Ceravolo  
JOSEPHINE R. CERAVOLO

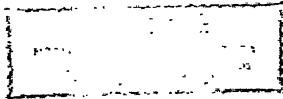
STATE OF FLORIDA  
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this 11th day of August, 1992, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOSEPHINE R. CERAVOLO, who is personally known to me or who has produced the identification identified below, who is the person described in and who executed the foregoing instrument, and who after being duly sworn says that the execution hereof is his/her free act and deed for the uses and purposes herein mentioned.

SWORN TO AND SUBSCRIBED before me on the day and year last aforesaid.

To me personally known

Identified by Driver's License Number \_\_\_\_\_  
issued by the State of \_\_\_\_\_



John T. Brown  
Notary Public John T. Brown  
Typed Name: 5/13/96  
My Commission Expires:  
Commission No.:

This instrument prepared by:

John T. Brown, Esq.  
Ketchel & Brown  
26 N.W. Racetrack Road, Suite F  
Fort Walton Beach, FL 32547

fossun.wd.cls.bjy

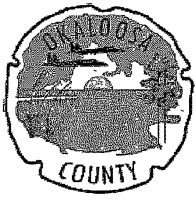


FILE# 1209438  
OKALOOSA COUNTY, FLORIDA  
RDL: AUG 12 1992 @ 4:26 PM  
NEWMAN C BRACKIN, CLERK



**EXHIBIT "B" – Project Budget/Estimated Costs**

<b>Shalimar Bridge Waterfront Property Tourism Project</b>	
<b>Project Activity</b>	<b>Total (100%)</b>
Acquisition includes misc. closing costs (\$25,000)	\$900,000
Design and Permitting	\$275,000
Park Development	\$1,700,000
Contingency	\$125,000
<b>Estimate Total Project Costs from Acquisition to Operation</b>	<b>\$3,000,000</b>
<b>SPLIT 83.33% or \$2,500,000 County and 16.66% Town or \$500,000</b>	



## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** September 19, 2023  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Craig Coffey  
**SUBJECT:** Interlocal Agreement w/Town of Shalimar for a New Waterfront Park Project  
**DEPARTMENT:** County Administrator  
**BCC DISTRICT:** 4

---

**STATEMENT OF ISSUE:** The Board has encouraged staff to look at the acquisition of waterfront properties and has been receptive to partnering with our Cities/Towns to create win-win situations for tourists and residents alike. Similar to the Destin and Mary Esther projects, the Town of Shalimar desires to work with the County collaboratively on a project with this property. The Interlocal Agreement presented for your consideration spells out the terms and conditions for our collaboration.

**BACKGROUND:** The proposed Interlocal agreement developed between the Town and County formalizes the acquisition and addresses general development concepts for the park, park development design and construction, leads/timeframes, park funding, and key operational rules such as uses, paid parking and vending. Because this is a smaller parcel abutting the Town limits, it is proposed that this property would be annexed, owned, and maintained by the Town, if that is their desire. The Park would generally follow the operational rules of the owner outside of those provisions provided for in the interlocal agreement. Because tourism tax dollars are being used, deed restrictions (in favor of the County) will be included prior to any transfer to prohibit any sale or lease of the property without the formal approval of the County Commission and limiting property usages to public recreation/tourism. The park site plan would be submitted to both the Town Commission and County Commission for review/approval.

The goal of the parties would be to immediately seek to develop the park as soon as practical. For this project, the County staff will be the lead and handle almost all aspects of the park project from acquisition through to construction completion/park opening, hand-in-hand with the Town. Upon completion the Town would maintain and enforce rules at the park.

Potential uses for the property could include parking, bathrooms, a fishing pier, elevated observation platform, temporary boat slips, picnic pavilions, a small store/baitshop, a Town entrance sign, and a living shoreline or sea wall with dockage. This property could become a beauty spot with heavy landscaping, as well as an interesting place to visit by land or water, to fish from, or to enjoy a picnic at the water. A rough sketch showing how these uses might be able to be accommodated on this site is attached. The sketch has been reviewed with the Town Mayor and Administrator.

The parties would each fund a portion of the project (83.33% County/16.66% Town) with an estimated total budget of up to \$3,000,000. Costs will be ultimately driven by the final design

and the market through the bid process To fund its portion, the Town would utilize its allocated tourism dollars to date from the 12.5% Tourism Interlocal Agreement, of which the Town gets approximately 1.5% or currently about \$55K per year. The Town would need to externally or internally finance the remainder of the project with the repayment coming from tourism funds. The County would collect any monies from the Town's TDT reserves or from future collection, with the balance of the \$500K being paid by the Town at the start of construction. The County would utilize TDD reserves, excess yearly revenue, and/or six-cent revenues to fund its share.

Overall, water related activities continue to remain one of our top tourism activities for visitors to our Community and is equally sought after by residents. Free/Open public access locations continue to be a major tourism and resident issue for the County. As both tourism and residential populations have grown, the demand on these resources has likewise increased. Our visitor feedback indicates this can often be a source of friction during their visit. This insight has highlighted the need to address public water access capacity and visitor experiences related to tourism visits. One longer-term solution is to expand capacity via more public water access. Residents greatly appreciate these amenities as well.

A purchase agreement for the property proposed for acquisition and redevelopment is a related agenda item for your consideration. As time is of the essence with the property acquisitions, this funding approval will be presented to the Tourist Development Council for informational purposes at its September 20th meeting. This Interlocal Agreement was approved by the Town of Shalimar on September 12th.

**FUNDING SOURCE, (If Applicable): TDD TAX**

Department # 1418 (Shalimar 12.5% Interlocal) /1410 (County Share)

Account # 561700/561700


Amount Total Project \$3,000,000 - \$2,500,000 from County \$500,000 from Shalimar (at the time of Construction)

**OPTIONS:** Approve/Disapprove/Postpone/Modify

**RECOMMENDATIONS:** Approval of the attached Interlocal agreement between the Town of Shalimar and Okaloosa County for the Shalimar Bridge Park Project, to include the funding proposed and authorization for the Chairman to sign. Further Authorizing the County Administrator to take all steps necessary to implement the interlocal agreement to include immediately beginning design following closing on the property.

  
Craig Coffey, Deputy County Administrator - Operations 9/12/2023

**RECOMMENDED BY:**

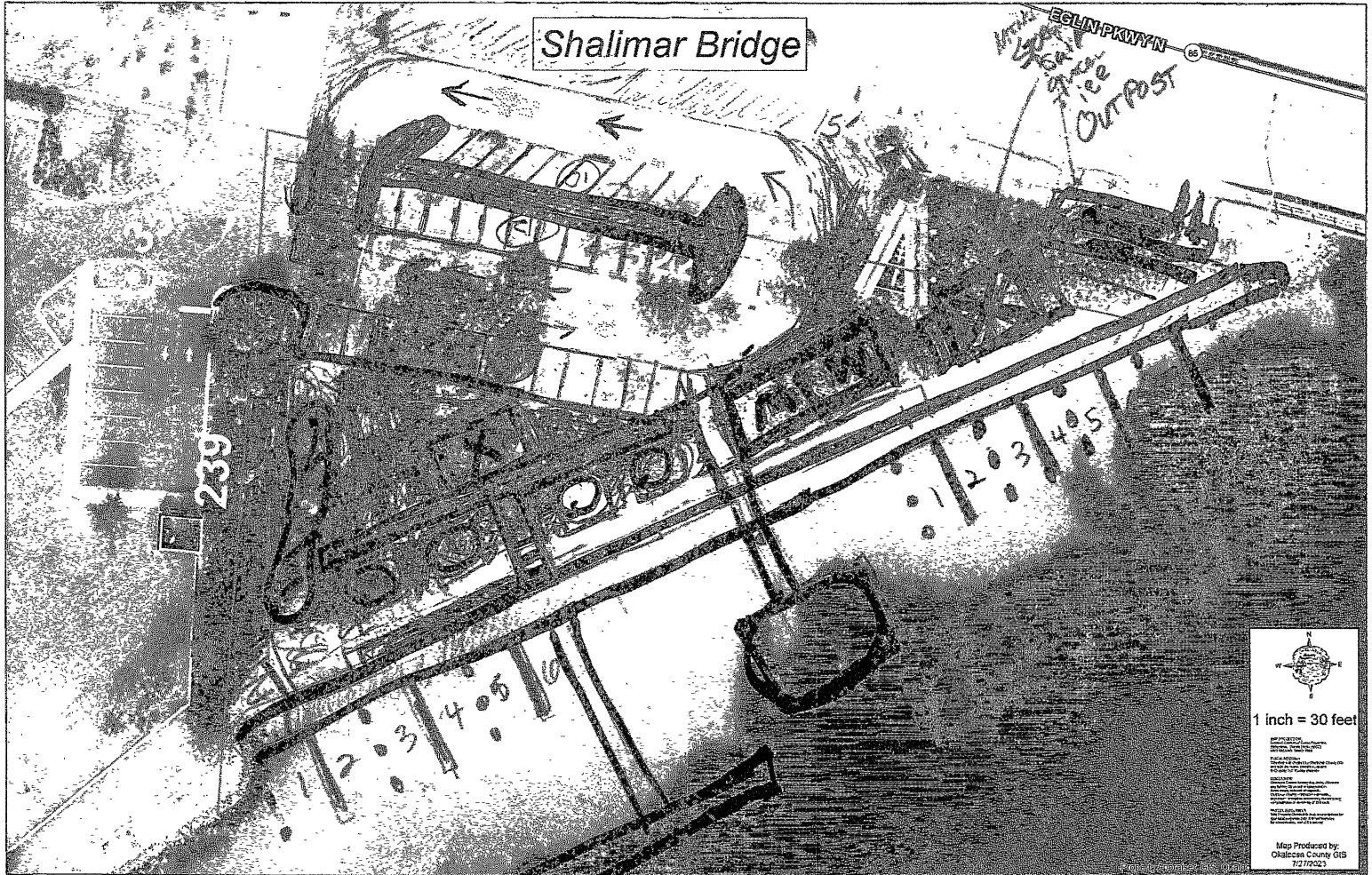


---

John Hofstad, County Administrator

9/12/2023

**APPROVED BY:**



equinlan

*equinlan*

Document Path: \\gisvm100\gisprojects\MapDocs\Map Templates\17x11 page size.mxd