

**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

CONTRACT#: C21-3007-BCC
CITY OF DESTIN
INTERLOCAL AGREEMENT FOR BEACH
ACQUISITION PROJECT
EXPIRES: INDEFINITE

WHEREAS, in Phase II of the Acquisitions, the Trust has targeted and is under contract to purchase four platted lots of real property more particularly described in the attached Exhibit “B” (the “Phase II Properties”); and

WHEREAS, the Phase II Properties are contiguous properties in an ideal spatial location to provide additional beach access and as of the date of this Interlocal are owned by a single, uniform Seller; and

WHEREAS, the Phase II Properties collectively represent a second phase of the Acquisitions; and

WHEREAS, the Trust has sold two of the three Phase I Properties and has offered to sell the Phase II Properties to the City; and

WHEREAS, the Parties have each agreed to fund portions of the purchases of the Phase I Properties and Phase II Properties (collectively the "Properties"), as described herein to include their redevelopment, into usable public properties; and

WHEREAS, the County and all nine municipalities located within the County have entered into an Interlocal Agreement, dated September 8, 2021 to allocate 12.5% of the first 5 pennies of Tourism Development Tax (“TDT”) Funding received for statutorily allowable tourism uses by the cities, of which 48.5% is allocated through a separate interlocal agreement amongst just the municipalities for use by the City of Destin (the “City’s TDT Allocation”); and

WHEREAS, the full costs of the Acquisitions from purchase to usable park properties includes, but is not limited to, the costs for purchase (including condemnation of the final of the Phase I Properties), demolition, design, permitting, and construction and are estimated to cost \$32,500,000.00, as budgeted in Exhibit “C”; and

WHEREAS, the County's portion of the funding and most if not all of the City's portion of the funding 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 the Acquisitions 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 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 THE ACQUISITIONS. The Acquisitions shall consist of the acquisition, demolition and improvement of the Properties. The Phase I Properties and Phase II Properties are more particularly described in the attached Exhibit "A" and Exhibit "B", with the combined cost estimated of both projects in acquisition to improvement in Exhibit "C".

SECTION 5. FUNDING/COMMITMENTS FOR THE ACQUISITIONS.

- A. Estimated Contributions. The Parties agree to fund the complete costs of the Acquisitions as shown in Exhibit "C" at 59% County and 41% City for the Phase I Project/Properties and 50% each for the Phase II Project/Properties. Additional costs above the amounts budgeted in Exhibit "C" shall continue to be split at the same percentages between the Parties.
- B. City Advance Funding. To save money, as well as to facilitate the Acquisitions, and assist the City, the County agrees to advance fund the City with up to \$10 Million dollars from TDT Reserves for this purpose. Repayment to the County shall come from the City's TDT Allocation as described in the "Whereas" clauses above. Except as set forth in subsection 5.C below, the County shall not charge the City any interest for the initial ten (10) year period. The amount owed shall be repaid as follows:
- 1) The entirety of the advanced funding shall be repaid by the City within ten (10) years of the date that the advanced funding is distributed to the City. Payment shall come in the form of a deduction from the City's TDT Allocation. First repayment in the form of a deduction from amounts allocated shall occur on or before September 30, 2023.
 - 2) The City shall commit at least \$1 Million annually of the City's TDT Allocation to servicing the debt described in this Section.
 - 3) If the City's TDT Allocation does not amount to a total of at least \$1 Million in a single fiscal year, then the County shall have the right to set off any deficiency against any unallocated money the City may have accrued in the City's TDT Allocation from an earlier fiscal year.
 - 4) If a deficiency remains after the set off described in subsection 5(B)(3), then the total amount owed by the City towards the service of this debt shall be rolled over to the next fiscal year for the initial ten (10) years. Any future

City's TDT allocations, regardless of the dollar amount, would then be applied to bring any debt payment status current to eliminate the deficiency.

- 5) If after year ten (10) the offsets from the City's TDT Allocation have not been sufficient to pay off the debt owed, offsets will continue until the debt is fully paid. After the tenth year, the County in its sole discretion may withhold the entirety of the City's TDT Allocation, whether it exceeds \$1 million dollars until the debt is paid in full.
 - 6) In no event shall the debt continue for a duration beyond twenty (20) years from March 1, 2022, without further written approval by the Board of County Commissioners.
 - 7) The City, at its option, may voluntarily agree to pay more on any given year or prepay the debt to the County at any time through any lawful means.
 - 8) The City's obligation hereunder shall not be or constitute a general obligation or indebtedness of the City as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the City's TDT Allocation in accordance with the terms hereof. The County shall never have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay the City's obligations hereunder, or be entitled to payment of such obligations from any funds of the Issuer except from the City's TDT Allocation as described herein.
- C. It is acknowledged by the Parties that the advanced funding established in subsection 5.B above is being funded from TDT reserves set aside for purposes of beach restoration in the event of a natural disaster. If the County, in its discretion or as a result of a mandate or order by another governmental entity, provides beach restoration as a result of natural events and circumstances beyond the control of the County, which include but are not limited to, tornados, tropical depressions, tropical storms, flooding, hurricane, earthquake, or other natural disaster, and the County borrows funds to pay for such beach restoration, the City will be charged the borrowing rate of interest incurred by the County on the balance of amounts owed by the City for the duration of the loan. Any amounts owed pursuant to this subsection shall be added to the City's outstanding repayment obligations as those repayment obligations are described in subsection 5.B and is subject to the same terms.
- D. The Parties agree that neither is responsible to pay for the attorneys' fees or the fees of any other professional that one of the Parties unilaterally may elect to employ in the furtherance of the Acquisitions.
- E. City Eminent Domain/Condemnation of Crystal Beach Parcel. The Parties warrant and agree to act in good faith and commit to make every reasonable effort to ensure

that the final Phase I Property is acquired. Specifically, to that end, the City agrees to institute legal condemnation proceedings for the remaining lot of the Phase I Properties and to implement said proceedings as soon as reasonably practicable. The final Phase I Property shall be condemned through a “quick take” as provided in Florida Statutes. The County agrees to make its legal counsel reasonably available to assist the City and shall permit the City to hire the County's legal firm to pursue the referenced condemnation without a conflict, but with costs covered as part of the Acquisitions. Costs for this expense are budgeted in Exhibit “C”.

SECTION 6. PROPERTY CLOSINGS.

- A. Timing. Closings of each Property shall occur as soon as reasonably practicable. The Parties shall schedule the closings to occur on mutually agreed upon date(s).
- 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 Property being acquired. The County shall be provided the title policies for review 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 require mutual consent of the Parties in writing.
- C. Future Sale, Lease, or Encumbrance of the Properties/Acquisitions. The City shall not sell, lease, or encumber the Properties/Acquisitions 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/Acquisitions to be used 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 the future agree to sell any of the Properties/Acquisitions, the proportionate amount of funding expended to acquire, demolish, design/permit and construct the public beach park Project 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 PROPERTIES.

A. Intent. The Parties intend that the development of the Properties shall be limited to uses by the general public for general recreational purposes as typically seen at beach parks (the “Public Beach Parks”). The overall goal of both Phases of the Acquisitions shall be to increase the amount of beach available for use by the general public and the Public Beach Parks 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 Parks.

1. Collaborative Process. The Parties intend to work collaboratively through all phases of development of the Public Beach Parks to develop Public Beach Parks that is consistent with this intent.
2. Comprehensive Plan and Land Development Code. Development of the Public Beach Parks 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 Properties. If not completed with 12 months of each closing the City shall reimburse the County for any funds expended to date.
3. General Design Concepts of the Public Beach Parks. The Parties shall immediately begin work together in designing and implementing a cohesive and functional plan and development of the Public Beach Parks that is consistent with and furthers the overall intent of the Acquisitions. The Public Beach Parks’ 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, official access, and similar uses. Final design of the Public Beach Parks shall be subject to the approval of both the

Board of County Commissioners and the City Council at duly noticed public meeting(s).

4. Demolition. Except for the existing pavilion and bathrooms on the Phase I Properties/Project, the existing structures on the Properties do not further the overall intent of the Acquisitions. 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 any of the Properties.
5. 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.
6. Design, Engineering, and Permitting of the Public Beach Parks. 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 Parks. Any surveying services may be issued after execution of this Agreement. Additionally, the process to secure professional permitting for design, engineering and permitting services may begin immediately after the execution of this amended Agreement. However, in any case such issuance shall occur within ninety (90) days of the closings.
7. Construction of the Public Beach Parks. The City or County shall oversee the procurement and construction of the Public Beach Parks. 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 on of less than 90 days following the completion of design and acquiring all the Properties, with an aggressive construction schedule thereafter, reflected in the bid documents.
8. 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, 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 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.

9. Rights and Obligations of the Parties in the Procurement Processes. Following acquisition of the Properties, as part of the procurement processes, the Party handling a specific service or purchase procurement shall make all such procurement documents available to the other Party for review. The reviewing Party shall be permitted to inspect the documents at least 7 days prior to issuance 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 Acquisitions' overall intent. The County in consultation with the City, shall be responsible for selecting professional firms described in Section 8(B) of this Agreement that are capable of furthering the development of the Public Beach Parks. Such firm may likely be the same firm as Phase 1 since the park developments of the Acquisitions are likely to be similar. For the Construction procurement(s) both Parties shall have at least one individual on the procurement committee.

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 Parks and ensure that they are kept in a condition permitting the general public to access and enjoy the Public Beach Parks.
- b. Tourist Development Taxes. The Parties recognize that Tourist Development Taxes may or may not be potentially available to fund maintenance of the Public Beach Parks. The City shall be permitted to utilize its allocated funding as part of the countywide Interlocal Agreement. The Tourist Development Council and the County may, but shall not be required to, expend additional Tourist Development Taxes to maintain the Public Beach Parks with the following exception: The County or its designee will continue to maintain the sand (rake) and pick up normal trash along the beach.
- c. Parking/Entry Fees or Permits. Because funding is primarily coming from Tourism Development Taxes, parking fees and park entry fees or 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 these specific parks, to be used exclusively to maintain or otherwise improve the Public Beach Parks.

- d. Beach Vending. It is the general desire of the Parties for the Public Beach Parks 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 Parks, unless otherwise agreed to 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 Parks 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 Parks.
- g. Revenue Generation. If any revenues are developed from the parks, 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 the Public Beach Park(s).
- h. Signage/Information. The Public Beach Parks' design shall incorporate a permanently posted sign designating the Public Beach Parks, 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.
- i. Access. The City shall provide the County and themselves, to maximum extent practical, both through the park design and operationally, beach access to allow beach equipment and trash access, plus access for turtle patrol/management, beach re-nourishment, sand fencing, and sea oat plantings, debris removal, public safety, tourism and similar governmental functions. Any buildings (whether fixed or movable) shall be placed only with the City's written consent, which shall be without fees to the County and shall be in three (3) year increments. Additionally, such consent shall not be unreasonably withheld or withdrawn.

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 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 the Acquisitions.
- 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 the Acquisitions.
- 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 the Acquisitions, 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 Acquisitions 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 the Acquisitions 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 the Acquisitions.

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.

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

OKALOOSA COUNTY, FLORIDA

By: Mel Ponder
Mel Ponder, Chairman



Date: August 16, 2022

ATTEST:

J.D. Peacock II
J.D. Peacock II, Clerk



APPROVED AS TO FORM:

Lynn M. Hoshihara
Lynn M. Hoshihara, County Attorney

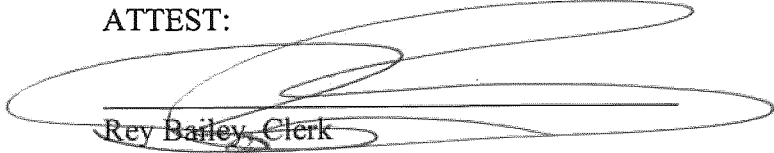
CITY OF DESTIN, FLORIDA



By: _____
Gary Jarvis, Mayor


Date: 9/8/22

ATTEST:



Rey Bailey, Clerk

APPROVED AS TO FORM:



Kyle S. Bauman, City 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.

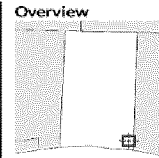
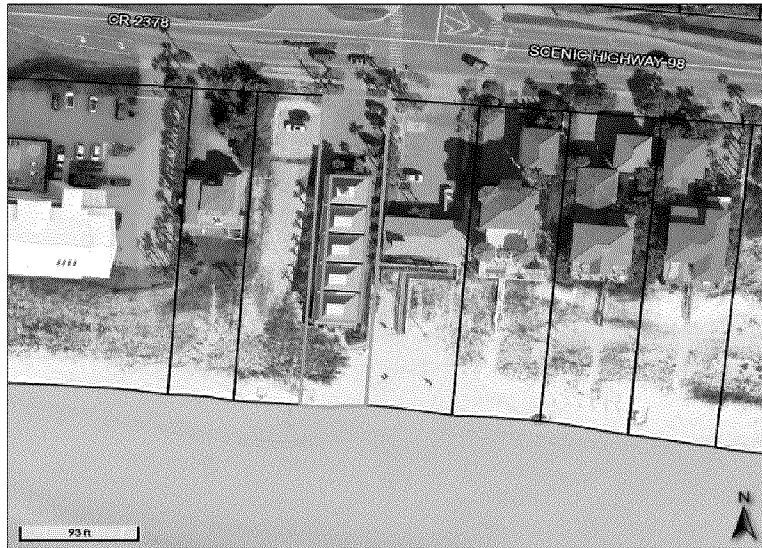
Parcel B: Lot B, Crystal Port, according to the plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

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.



- Legend**
- Parcels
 - Roads
 - Water
 - City Labels

Parcel ID	00-2S-22-0590-0000-00CA	Physical Address	2942 OLD HWY 98 E	Land Value	\$0	Last 2 Sales			
Acres (GIS)	0.23	Address	DESTIN	Ag Land Value	\$0	Date	Price	Reason	Qual
Property Class	RES COMMON	Mailing Address	EMERALD LTA-2 INC	Building Value	\$0	n/a	0	n/a	n/a
Taxing District	10		4100 LEGENDARY DR, STE 200	Misc Value	\$0	n/a	0	n/a	n/a
			DESTIN, FL 32541	Just Value	\$0				
				Assessed Value	\$0				
				Exempt Value	\$0				
				Taxable Value	\$0				

Date created: 5/21/2020
Last Data Uploaded: 5/21/2020 9:27:25 AM

Developed by Schneider
GEO SPATIAL

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



Parcel ID	00-2S-22-0584-0000-0020	Physical Address	2968 SCENIC HWY 98 E	Land Value	\$1,681,850	Last 2 Sales Date	8/4/2017	Price	\$100	Reason	UNQUAL/FEDERAL/STATE/LOCAL	Qual	U
Acres	0.44	Mailing Address	DESTIN GEMINI CAPITAL ACQUISITIONS	Ag Land Value	\$0	Building Value	\$1,033,230	6/26/2006	\$100	GOV	QUAL/CREDIBLE,VERIF/DOC/EVIDEN	U	
Property Class	SINGLE FAM	Address	11767 SOUTH DIXIE HWY SUITE 263	Misc Value	\$26,103	Just Value	\$2,741,176						
Taxing District	10		PINECREST, FL 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

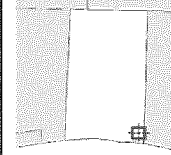
Lot 3, THE SHORES OF CRYSTAL BEACH, a Planned Unit Development, a Resubdivision of a Portion of Block B, Crystal Beach Subdivision according to the Plat thereof as recorded in Plat Book 13, Page 82, of the Public Records of Okaloosa County, Florida

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	00-25-22-0581-0000-0030	Physical Address	2970 SCENIC HWY 98 E DESTIN	Land Value	\$1,681,850	Last 2 Sales Date	5/9/2018	Price	\$100	Reason	UNQUAL/CORRECTIVE/QCD,TD	Qual	U
Acres (GIS)	0.44	Mailing Address	KMB ROCKY HILL LLC	Ag Land Value	\$0	Last 2 Sales Date	8/29/2014	Price	\$2100000	Reason	QUAL/DEED EXAMINATION	Qual	Q
Property Class	SINGLE FAM	Address	PO BOX 6177 MIRAMAR BEACH, FL 32550	Building Value	\$890,466								
Taxing District	10			Misc Value	\$34,386								
				Just Value	\$2,606,699								
				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"
PHASE 2 LOTS/Property

<i>Properties</i>	<i>City Contribution 50%</i>	<i>County Contribution 50%</i>	<i>Total</i>
<i>00-2S-22-0390-0000-0010</i>	\$1,750,000	\$1,750,000	\$3,500,000
<i>00-2S-22-0580-000A-0090 3310 Scenic 98</i>	\$1,750,000	\$1,750,000	\$3,500,000
<i>00-2S-22-0580-000A-0100 3320 Scenic 98</i>	\$1,750,000	\$1,750,000	\$3,500,000
<i>00-2S-22-0580-000A-0110 3324 Scenic 98</i>	\$1,750,000	\$1,750,000	\$3,500,000
Total	\$7,000,000	\$7,000,000	\$14,000,000

PARCEL ID: 00-2S-22-0390-0000-0010

"THE EAST 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OR BLOCK A, LYING BETWEEN THE SOUTHERLY EXTENSION OF THE EAST LINE OF BLOCK 6 AND THE WEST LINE OF BLOCK 4 OF CRYSTAL BEACH, A SUBDIVISION OF THE WEST MILE OF THE EAST TWO MILES OF THE DESTIN PENINSULA, TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK I AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. SUBJECT TO ANY EASEMENTS GRANTED FOR INGRESS AND EGRESS TO DIE GULF OVER A SOUTHERLY EXTENSION OF 4TH STREET ACCORDING TO THE PLAT OF SAID CRYSTAL BEACH.

AND

THAT PORTION OF BLOCK A, LYING BETWEEN THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 4, AND WESTERLY OF A SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 3, IN CRYSTAL BEACH, A SUBDIVISION OF THE WEST MILE OF THE EAST TWO MILES OF THE DESTIN PENINSULA, TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK I AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA."

PARCEL ID: 00-2S-22-0580-000A-0090, 00-2S-22-0580-000A-0100, 00-2S-22-0580-000A-0110

THAT PART OF BLOCK A INCLUDED BETWEEN THE SOUTHERLY EXTENSIONS TO THE GULF TO MEXICO OF THE EAST LINE OF BLOCK 3 AND THE WEST LINE OF LOT 5 OF BLOCK 3, TOGETHER WITH RIPARIAN RIGHTS THERETO BELONGING, ACCORDING TO THE PLAT OF THE SUBDIVISION KNOWN AS CRYSTAL BEACH, A SUBDIVISION OF A PORTION OF TOWNSHIP 2 SOUTH, RANGE 22 WEST, ACCORDING TO PLAT THEREOF BY C.H. OVERMAN, C.E., FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA.

THAT PART OF BLOCK A INCLUDED BETWEEN THE SOUTHERLY EXTENSIONS TO THE GULF TO MEXICO OF THE EAST LINE OF BLOCK 3 AND THE WEST LINE OF LOT 5 OF BLOCK 3, TOGETHER WITH RIPARIAN RIGHTS THERETO BELONGING, ACCORDING TO THE PLAT OF THE SUBDIVISION KNOWN AS CRYSTAL BEACH, A SUBDIVISION OF A PORTION OF TOWNSHIP 2 SOUTH, RANGE 22 WEST, ACCORDING TO PLAT THEREOF BY C.H. OVERMAN, C.E., FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA.

THAT PORTION OF BLOCK A, CRYSTAL BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. LYING BETWEEN THE SOUTHERLY EXTENSION OF THE GULF OF MEXICO OF THE WEST LINE OF LOT 1 AND THE EAST LINE OF LOT 4, BLOCK 3, CRYSTAL BEACH SUBDIVISION.

SUBJECT TO COVANANTS AND RESTRICTIONS AND WATER LINE EASEMENT AS CONTAINED IN DEEDS RECORDED IN OFFICIAL RECORD BOOK 104, PAGE 339 AND BOOK 107, PAGE 459 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA

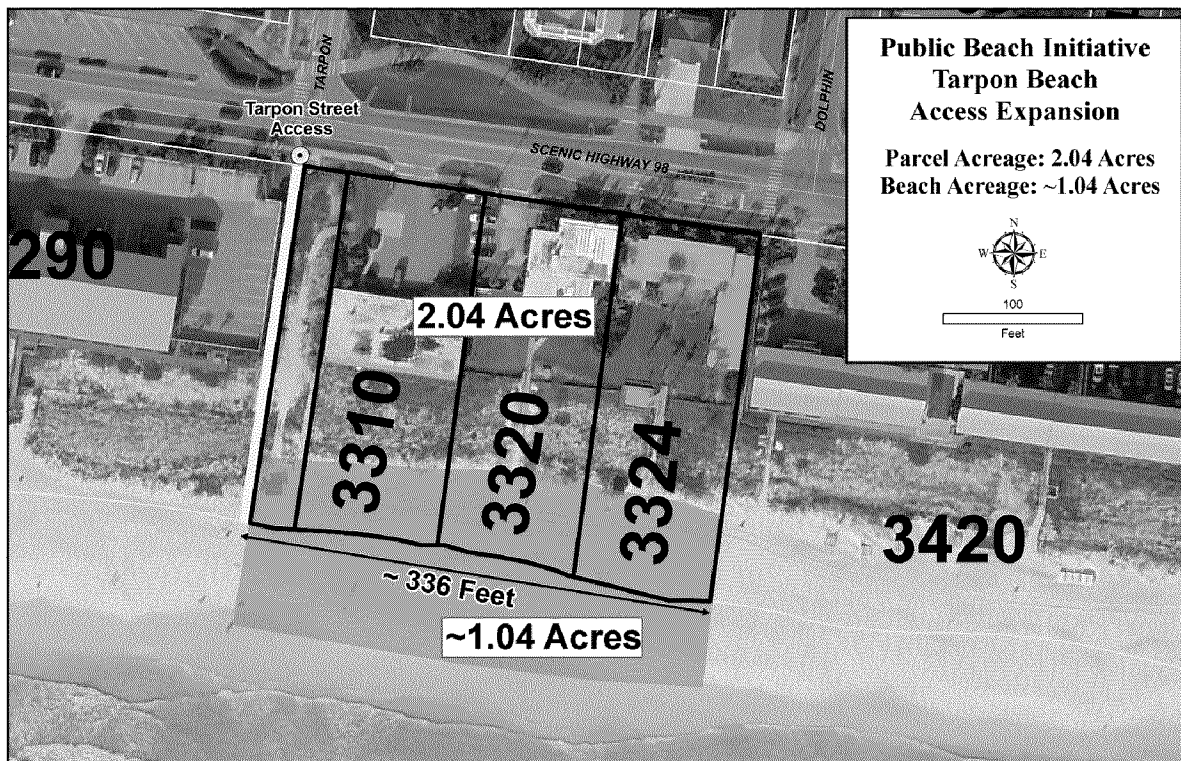
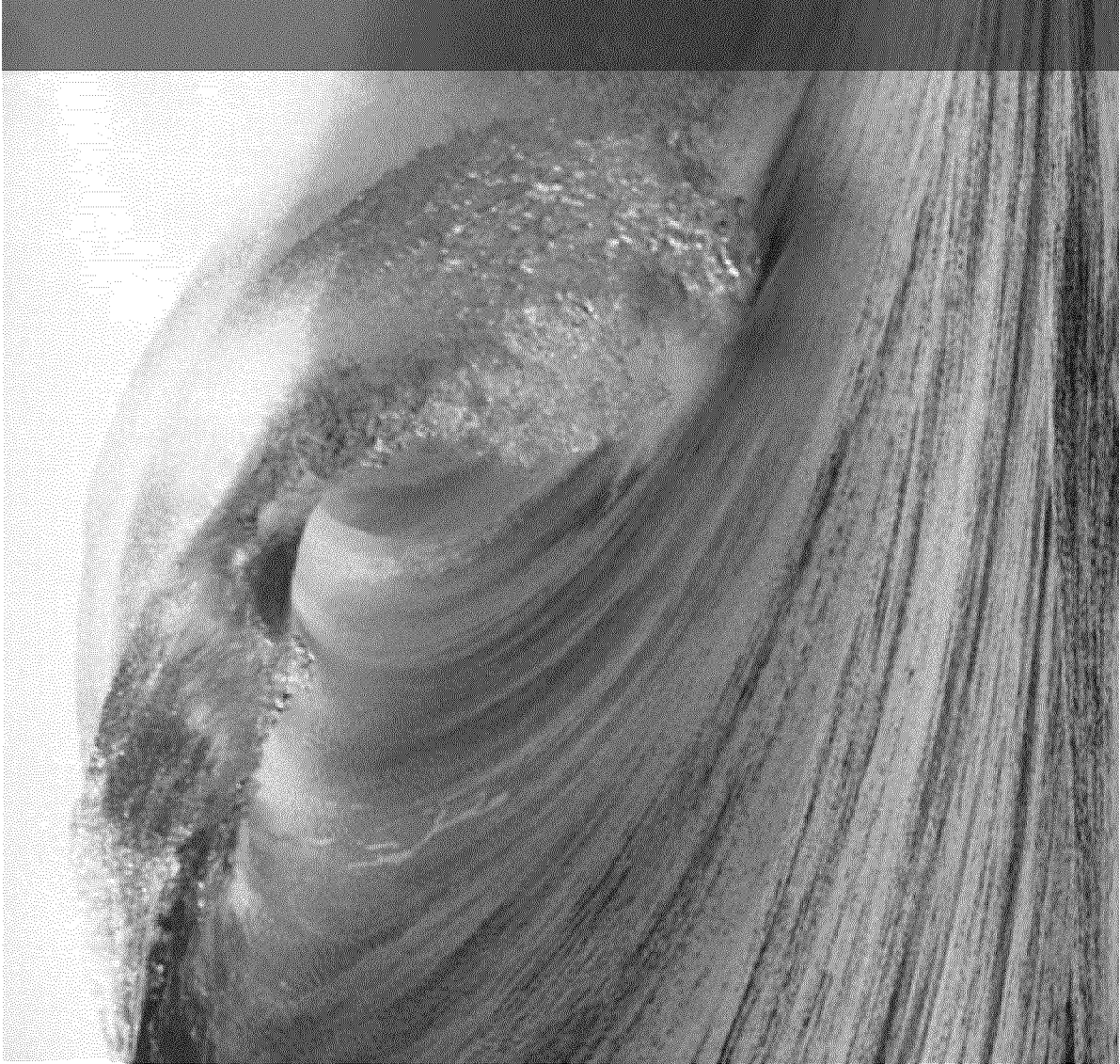


EXHIBIT "C"
Estimated Budgetary Costs for Acquisitions-- Properties
"Phase I Project" and "Phase II Project"

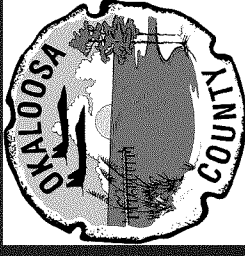
Beach Access Phase I Project Crystal Beach	
Project Activity	Total (100%)
Acquisition to date	\$6,727,790
Demolition	\$100,218
Design and Permitting	\$272,500
Estimated Acquisition (Center House) Condemnation	\$6,300,000
Condemnation Legal and Acquisition Costs	\$200,000
Demolition	\$75,000
Park Development	\$1,750,000
Contingency	<u>\$324,492</u>
Total Project Cost from Acquisition to Operation	15,750,000
SPLIT: COUNTY - 59% CITY - 41%	

Beach Access Phase II Project Tarpon	
Project Activity	Total (100%)
Acquisition	\$14,050,000
Demolition	\$200,000
Design and Permitting	\$300,000
Park Development	\$1,850,000
Contingency	<u>\$350,000</u>
Total Project Cost from Acquisition to Operation	\$16,750,000
SPLIT 50% EACH CITY AND COUNTY	

Total Costs for both Projects \$32,500,000

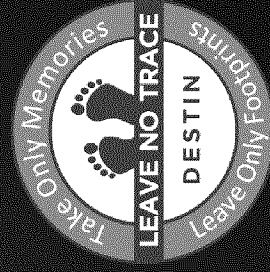


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Public Beach Initiative Phase II

August 2022



The Need for Public Beach

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

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

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



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LOCAL

Lines in the sand

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

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

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

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



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Council Objectives and Strategic Goals for Fiscal Year 22

COUNCIL OBJECTIVES FY21/22

SECTION 1

CRITICAL PRIORITIES

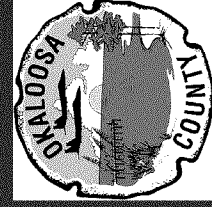
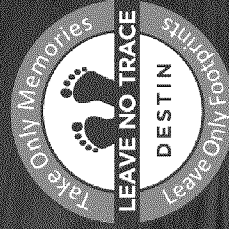
1.1 Offer livable wages & benefits to attract and maintain high caliber, qualified staff

IMPORTANT PRIORITIES

- 1.2 Complete two-lane Crosstown Connector
- 1.3 Public Beachfront acquisition initiative
- 1.4. Underground Utilities
- 1.5 Zerbe St/Calhoun Ave Phase II -Design pedestrian pathway under Marler Bridge

STRATEGIC GOALS 2026

- 1. Financially sound city providing service excellence
- 2. A green and sustainable environment
- 3. Improve mobility and connectivity
- 4. Enhanced quality of life and safety for families
- 5. Economic development and revitalization
- 6. Effective, efficient, and aesthetically pleasing infrastructure



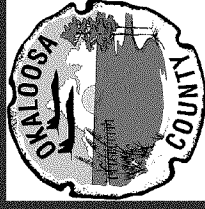
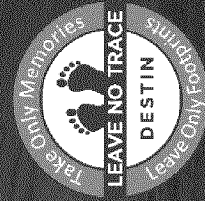
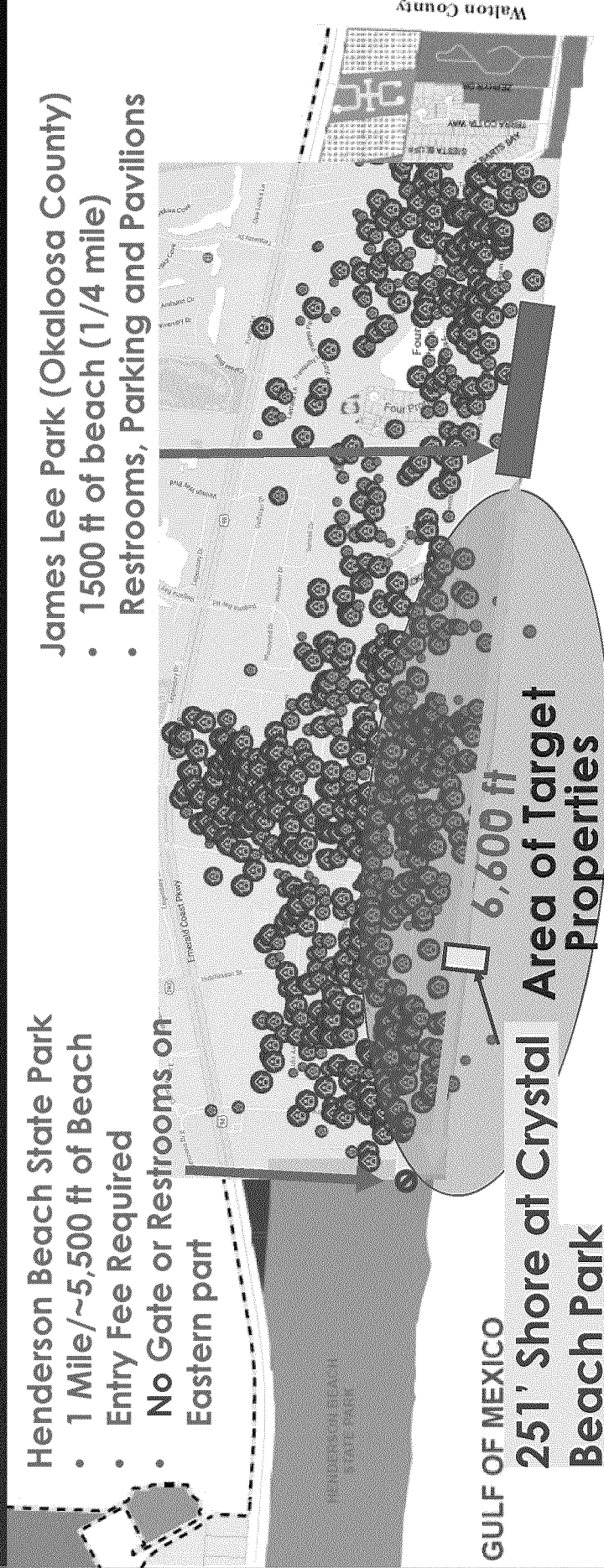
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Current Status of Beach Acquisition Project

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

- James Lee Park (Okaloosa County)**
- 1500 ft of beach (1/4 mile)
 - Restrooms, Parking and Pavilions



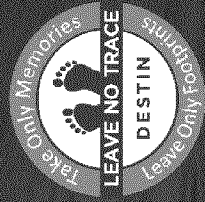
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Shore at Crystal Beach Project Review

Park Construction Planned for 2023

- Park will provide open view corridors to the water, additional restrooms as well as additional car and low speed vehicle parking for residents and visitors.
- Will serve as a “Gateway to Crystal Beach” at the end of Hutchinson Street.

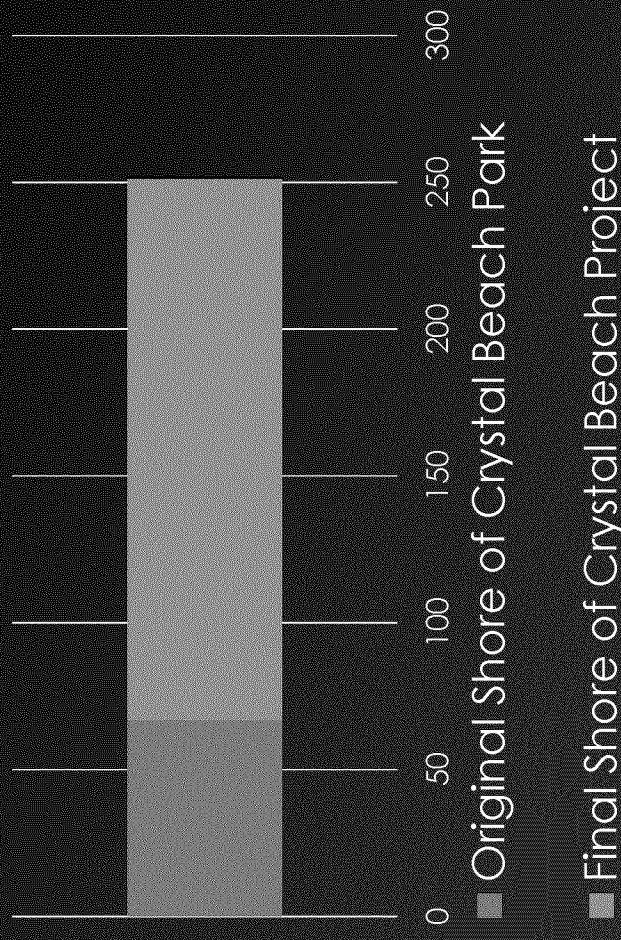


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Shore at Crystal Beach Project Review

Beachfront Footage

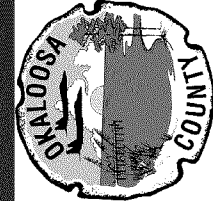


October 2020

The City of Destin and Okaloosa County executed an interlocal agreement to expand Shore at Crystal Beach Park from 67' to 251' of waterfront access.

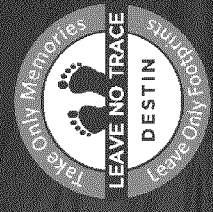
County share 59%

City share 41%

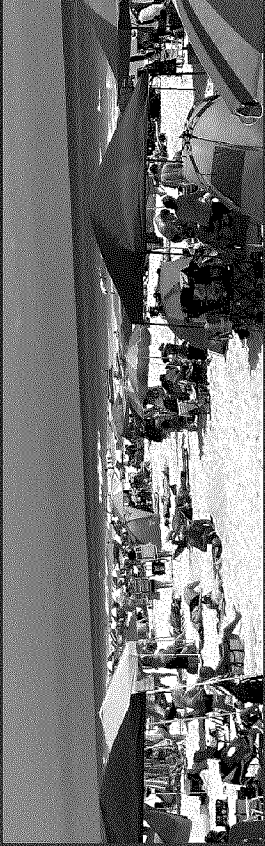


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Shore of Crystal Beach Park



← Spring 2022



Summer 2022 →

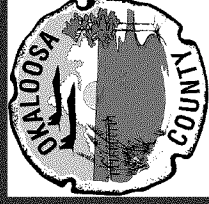
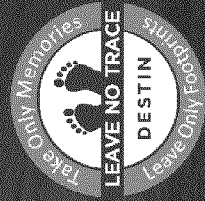


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Phase I Project Funding

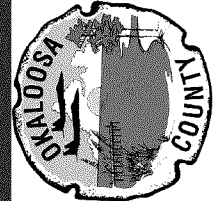
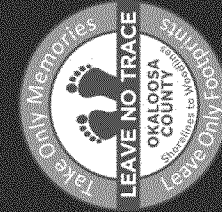
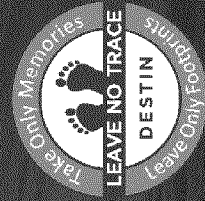
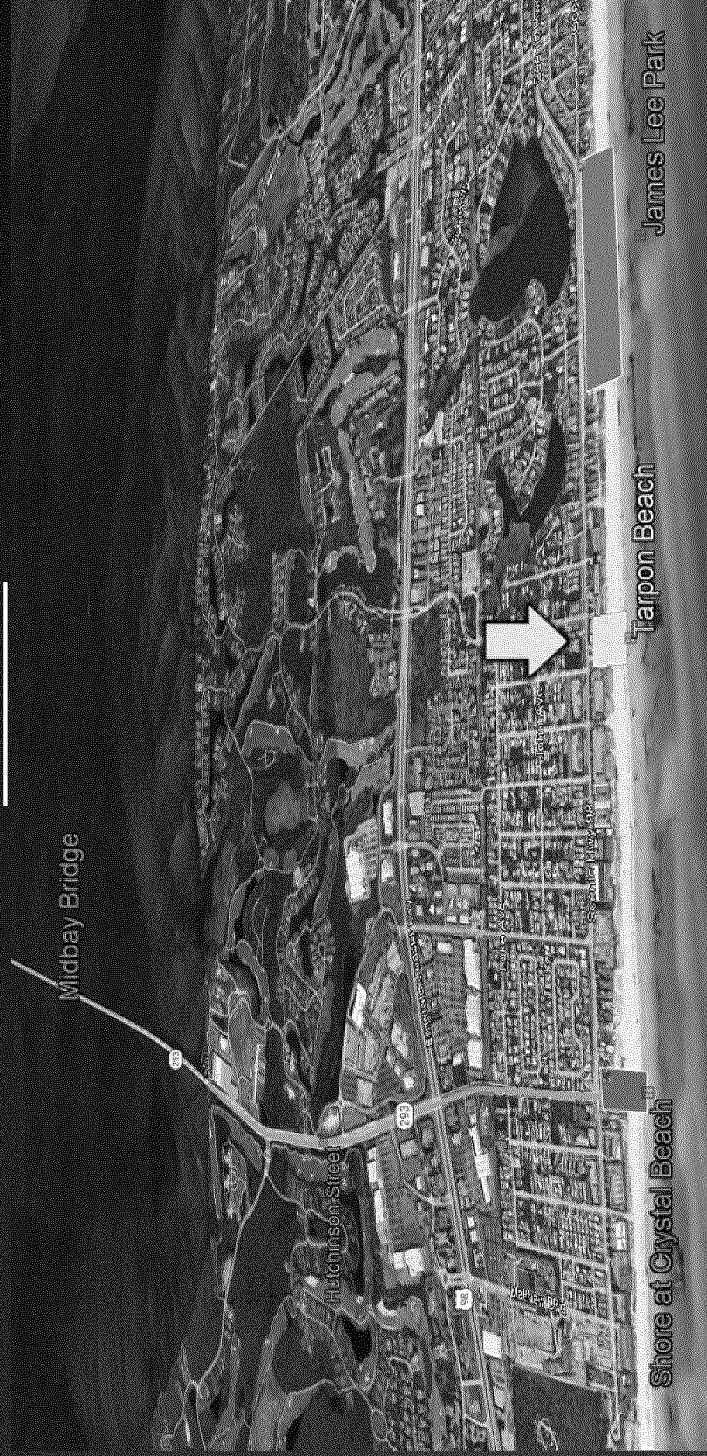
Beach Access - Project Crystal Beach	
Project Activity	Total (100%)
Acquisition to date	\$6,727,790
Demolition	\$100,218
Design and Permitting	\$272,500
Estimated Acquisition (Center House) Condemnation	\$6,300,000
Condemnation Legal and Acquisition Costs	\$200,000
Demolition	\$75,000
Park Development	\$1,750,000
Contingency	\$324,492
Total Project Cost from Acquisition to Operation	\$15,750,000
SPLIT: COUNTY - 59% CITY - 41%	



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~336' Gulf Front – Tarpon Beach



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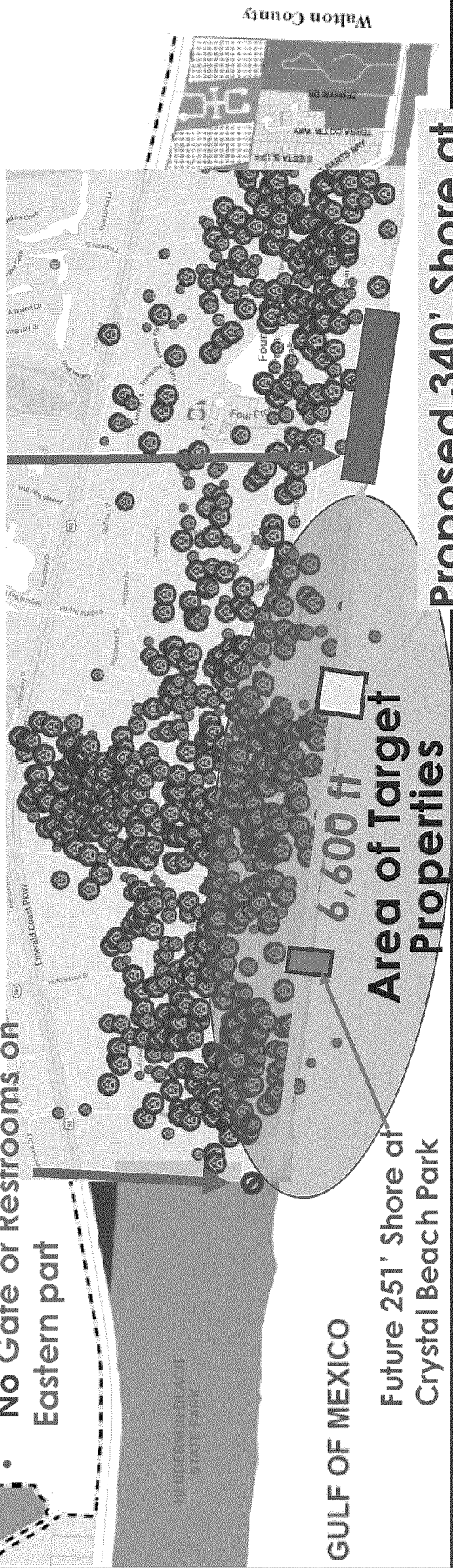
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High Level Look at Beach Parks



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

- James Lee Park (Okaloosa County)**
- 1500 ft of beach (1/4 mile)
 - Restrooms, Parking and Pavilions



GULF OF MEXICO

Future 251' Shore at
Crystal Beach Park

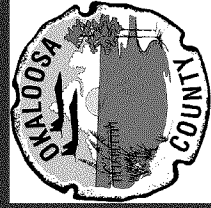
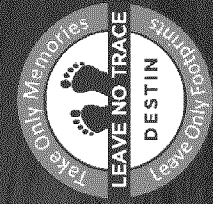
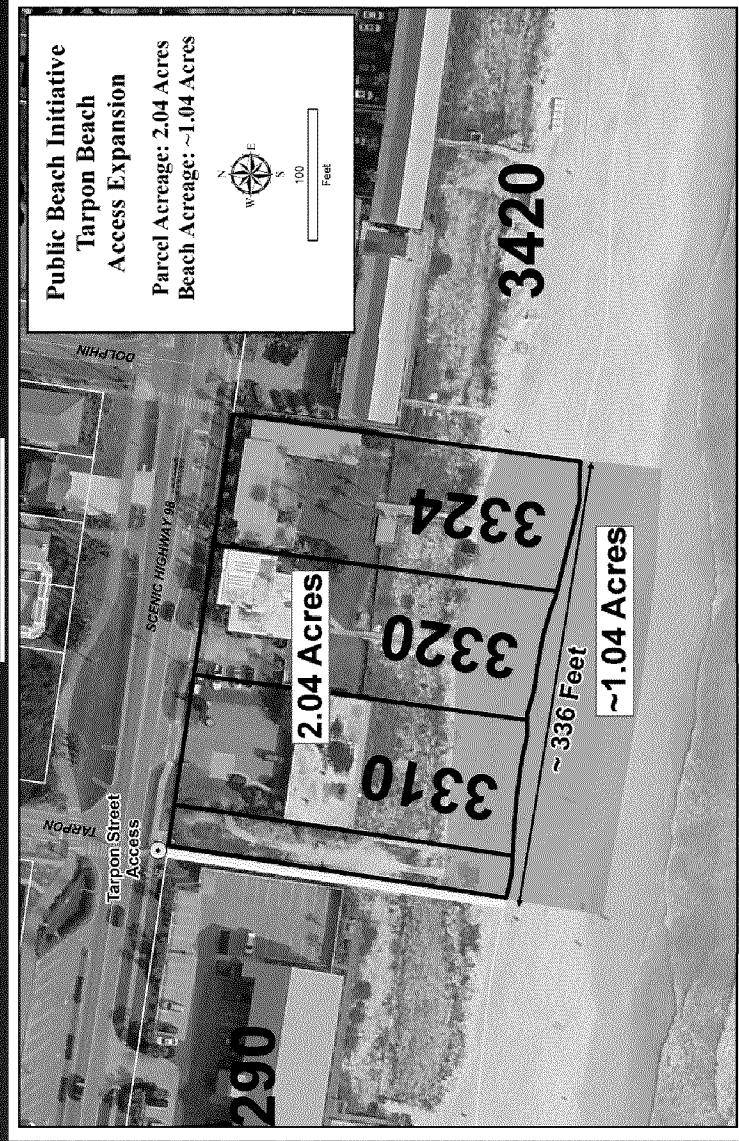
Proposed 340' Shore at
Tarpon Beach Parcels



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~336' Gulf Front – Tarpon Beach

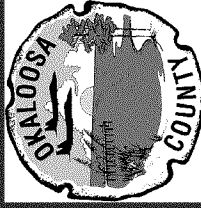
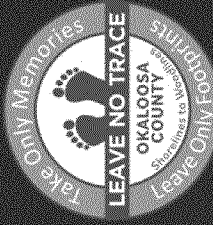
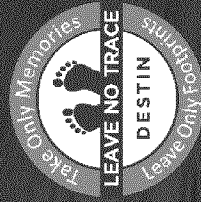
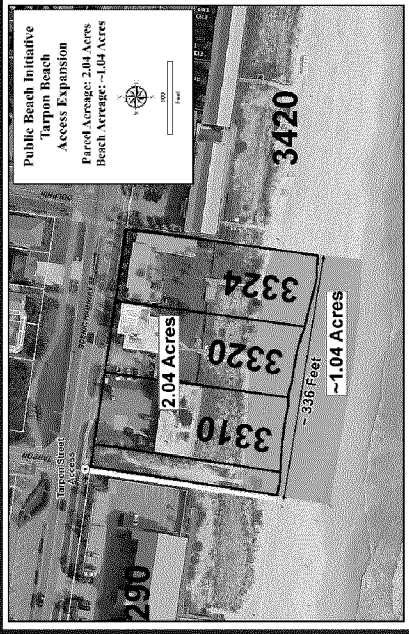


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Tarpon Beach

- The Trust for Public Land has a \$14 million purchase agreement with an option to purchase in October (Closing in November).
- Purchase agreement is contingent upon City Council and Board of County Commissioners approval of funding within an Interlocal Agreement.
- Tarpon Beach parcels have one owner.



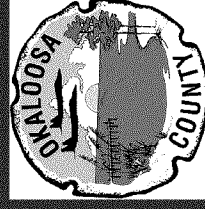
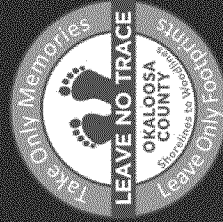
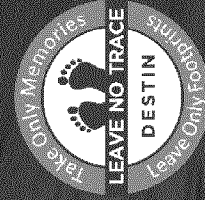
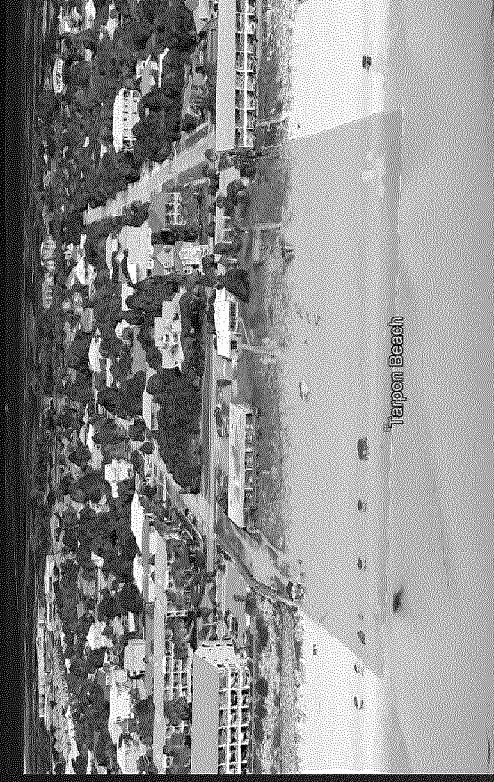
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Tarpon Beach

Additional Information

- Construction, demolition, design and ancillary costs would be \$2.7 million.
- 340' beachfront.
- Adjacent to existing Tarpon Beach Trail.
- Centralized Location in Crystal Beach.

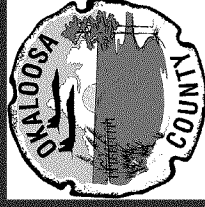
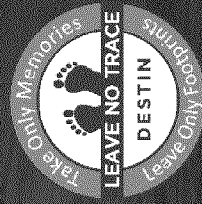


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Phase II Project Funding

Beach Access Project Tarpon	
Project Activity	Total (100%)
Acquisition	\$14,050,000
Demolition	\$200,000
Design and Permitting	\$300,000
Park Development	\$1,850,000
Contingency	<u>\$350,000</u>
Total Project Cost from Acquisition to Operation	\$16,750,000
SPLIT 50% EACH CITY AND COUNTY	



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Review of Proposed Interlocal Agreements

Shore at Crystal Beach

- 59% County / 41% City
- Revised interlocal covers *remaining cost* of the project (final parcel and construction)
- Total final cost - \$15,750,000

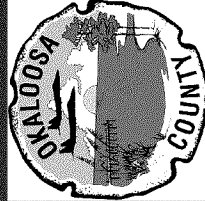
Tarpon Beach

- 50% County / 50% City
- TDC could finance Destin's portion from their reserves
- Total project - \$16,750,000

Final costs of both projects would be \$32,500,000

City would receive advance funding for \$10 Million from TDC Reserves (Beach Restoration) and pay back over 10 years \$1 Million a year from annual allocation

City would own and maintain parks

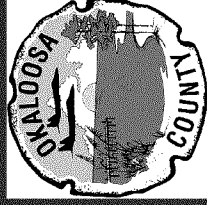
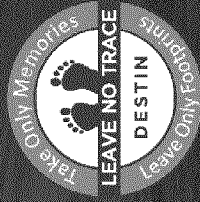


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Requested Approvals

- Approval of Amended and Restated Interlocal
 - Approving Phase II project
 - Approving 10M for City Project Funding Advance from Beach Reserves with repayment from annual Interlocal TDD funding allocation
- Authorization for County project funding.
- Authorization for County Administrator to take necessary steps to close on property; demolition, and design/permitting with same firm to begin redeveloping site.



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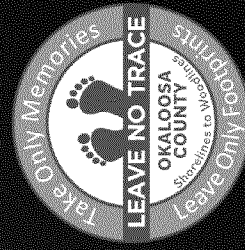
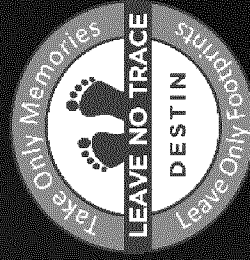
Welcome to the pristine white sand beaches and emerald waters of Destin. Please help us preserve our little piece of paradise by kindly removing all the items that you brought with you, future generations are depending on you. Thank you for your help to protect our beautiful Emerald Coast.

Questions??



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**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 within 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.

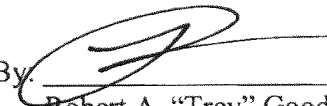
SECTION 24. FILING. The County and the City are hereby authorized and directed after approval, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida as provided in Section 163.01 (11), Florida Statutes.

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

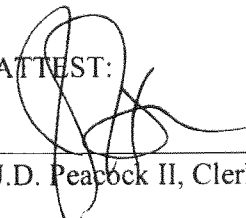
By: 
Robert A. "Trey" Goodwin, III
Chairman

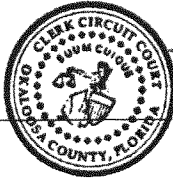



By: 
Gary Jarvis, Mayor

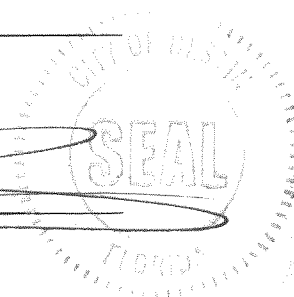
Date: OCT 20 2020

Date: 10/19/20

ATTEST: 
J.D. Peacock II, Clerk



ATTEST: 
Rey Bailey, Clerk

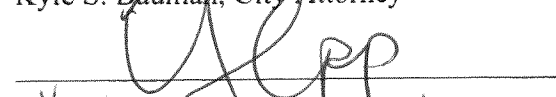


APPROVED AS TO FORM:

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.

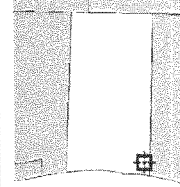
Parcel D: Lot D, Crystal Port, according to the plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

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 DESTIN	Land Value	\$0	Last 2 Sales			
Acres (GIS)	0.23	Mailing Address	EMERALD LTA 2 INC	Ag Land Value	\$0	Date	Price	Reason	Qual
Property Class	RES COMMON		4100 LEGENDARY DR, STE 200	Building Value	\$0	n/a	0	n/a	n/a
Taxing District	10		DESTIN, FL 32541	Misc Value	\$0	n/a	0	n/a	n/a
				Just Value	\$0				
				Assessed Value	\$0				
				Exempt Value	\$0				
				Taxable Value	\$0				

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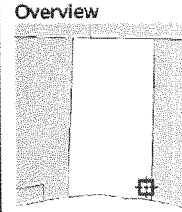
Developed by  Schneider
GEO SPATIAL

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



- Legend**
- Parcels
 - Roads
 - Water
 - City Labels

Parcel ID	Physical Address	Land Value	\$1,681,850	Last 2 Sales							
00-25-22-0584-0000-0020	2968 SCENIC HWY 98 E DESTIN	Ag Land Value	\$0	Date	8/4/2017	Price	\$100	Reason	UNQUAL/FEDERAL/STATE/LOCAL GOV	Qual	U
Acre (GIS)	Mailing Address	Building Value	\$1,033,230	Date	6/26/2006	Price	\$100	Reason	QUAL/CREDIBLE,VERIF/DOC/EVIDEN	Qual	U
Property Class	Address	Misc Value	\$26,103								
Taxing	SUITE 263	Just Value	\$2,741,176								
District	PINECREST, FL 33156	Assessed Value	\$2,741,180								
		Exempt Value	\$0								
		Taxable Value	\$2,741,180								

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GEO SPATIAL

SHORE AT CRYSTAL BEACH EAST EXPANSION #2

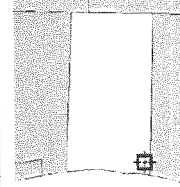
**Lot 3, THE SHORES OF CRYSTAL BEACH, a Planned Unit Development, a Resubdivision
of a Portion of Block B, Crystal Beach Subdivision according to the Plat thereof as
recorded in Plat Book 13, Page 82, of the Public Records of Okaloosa County, Florida**

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

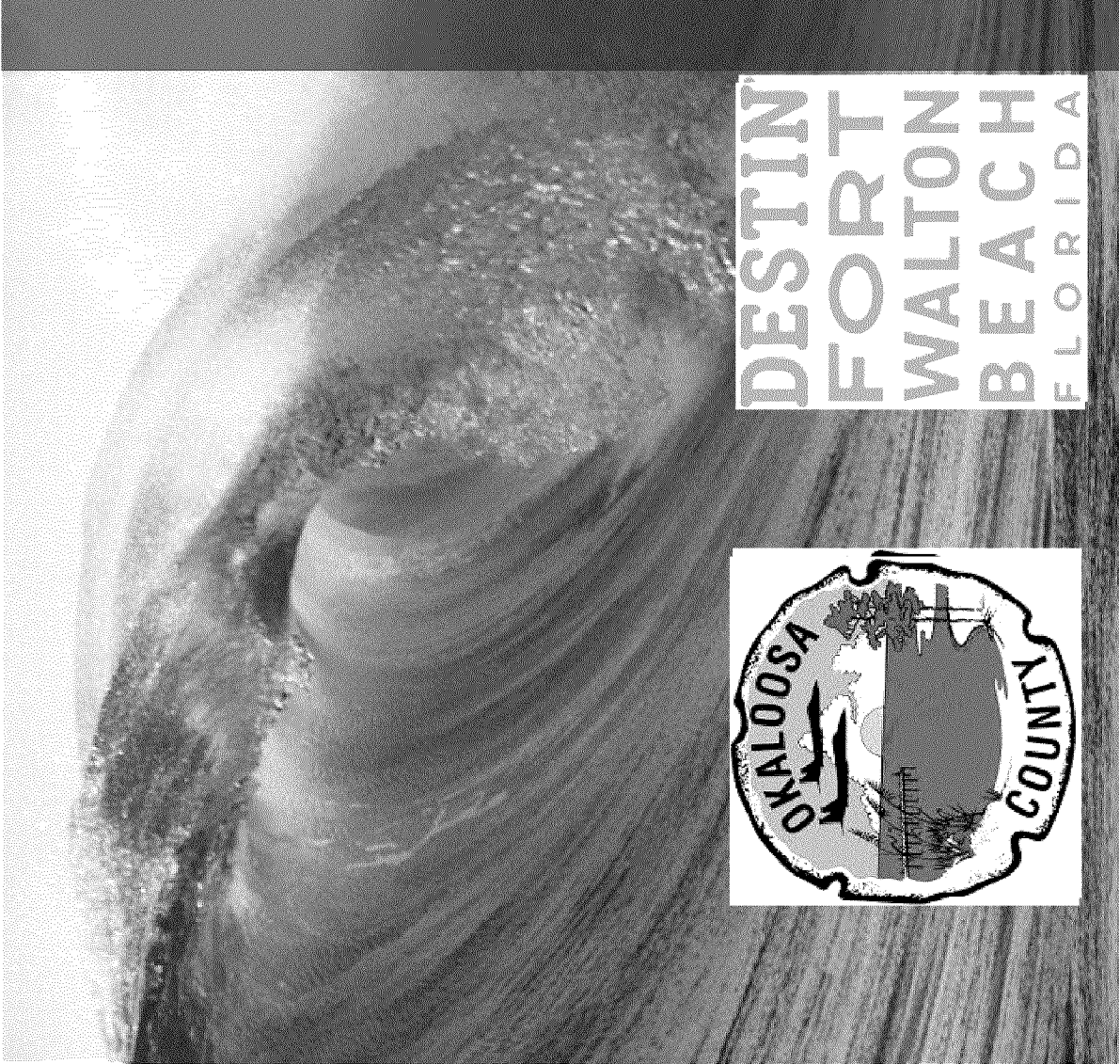
Parcel ID	00-25-22-0584-0000-0030	Physical Address	2970 SCENIC HWY 98 E DESTIN	Land Value	\$1,681,850	Last 2 Sales			
Acres (GIS)	0.44	Mailing Address	KMB ROCKY HILL LLC PO BOX 6177 MIRAMAR BEACH, FL 32550	Ag Land Value	\$0	Date	Price	Reason	Qual
Property Class	SINGLE FAM			Building Value	\$890,466	5/9/2018	\$100	UNQUAL/CORRECTIVE/QCD.TD	U
Taxing District	10			Misc Value	\$34,386	8/29/2014	\$2100000	QUAL/DEED EXAMINATION	Q
				Just Value	\$2,606,699				
				Assessed Value	\$2,606,700				
				Exempt Value	\$0				
				Taxable Value	\$2,606,700				

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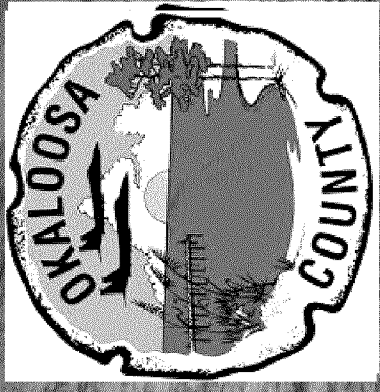
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EXHIBIT "B"
ITEMIZED SCHEDULE OF EXPECTED CONTRIBUTIONS

	<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
Total	\$4,366,500.00	\$6,283,500.00	\$10,600,000.00

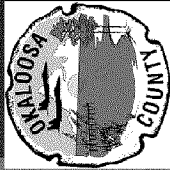


**DESTIN
FORT
WALTON
BEACH
FLORIDA**



Public Beach Initiative

August 2020
Update



The Need for Public Beach



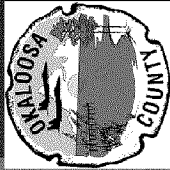
“So how do I, as an 18-year citizen of Destin, gain access to the water? Walk over people in the public area? The public area boundaries are not marked, so what if I “trespass” onto the “private” beach. The tourists have no idea what is going on or where to set up on the beach.” – **Email to council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

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

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

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A2 Wednesday, August 8, 2018 | The Destin Log

LOCAL

Lines in the sand

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

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

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

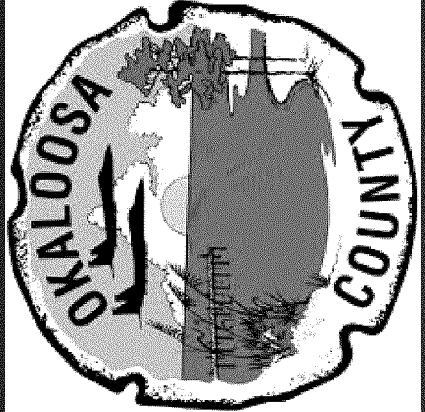
"We love Destin... but, next year we will not come back if there's a fight for the beach." – The Destin Log, Aug. 8, 2018



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Partners in Public Beach Acquisitions

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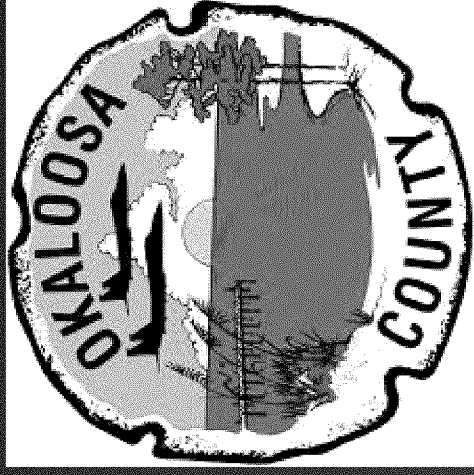
THE
TRUST
FOR
PUBLIC
LAND

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

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



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



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Density of Rentals in Crystal Beach

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

Short-term rental icons sized by occupancy
 advertised on **AIRDNA.CO**

- James Lee Park (Okaloosa County)**
- 1500 ft of beach (1/4 mile)
 - Restrooms, Parking and Pavilions



GULF OF MEXICO

67' Shore at Crystal Beach Park
 *Has bathrooms and pavilion

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5 bedrooms or more in Crystal Beach

*AirDNA



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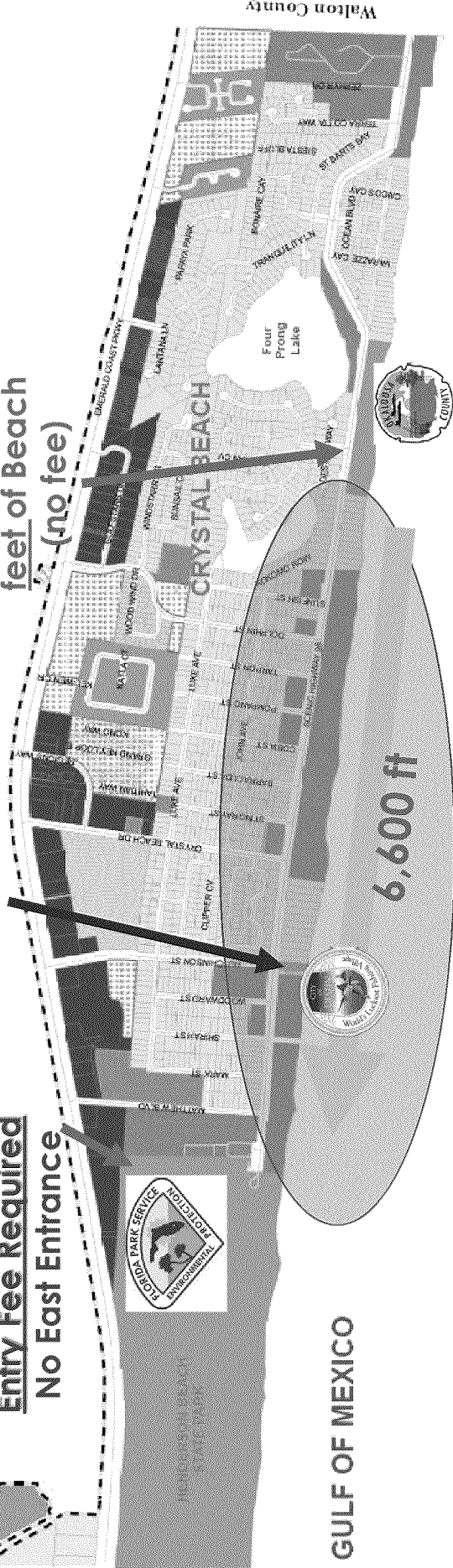
Crystal Beach



Henderson Beach State Park
1 Mile of Beach
Entry Fee Required
No East Entrance

Shore at Crystal Beach Park
(67 Linear Feet)

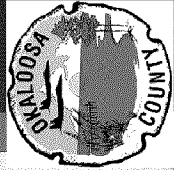
James Lee Park (Okaloosa County)
1/4 Mile/1500 linear feet of Beach (no fee)



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

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



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



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Quick Facts about Shore of Crystal Beach Park and Target Parcels

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

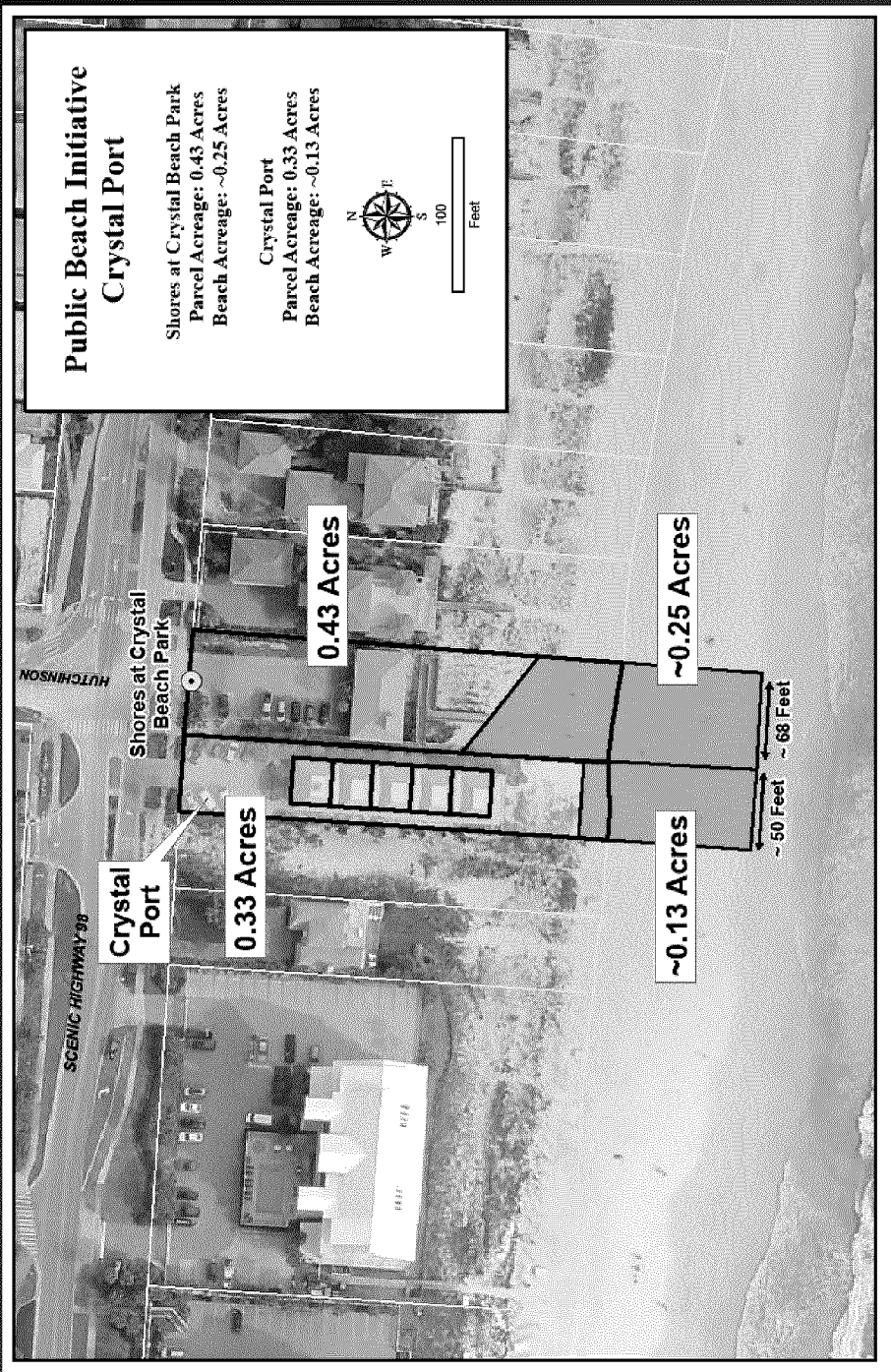
Expansion Property Name	Linear ft
Shore at CB Expansion 1	67'
Shore at CB Expansion 2	67'
Shore at Crystal Beach West (Crystal Port)	50'



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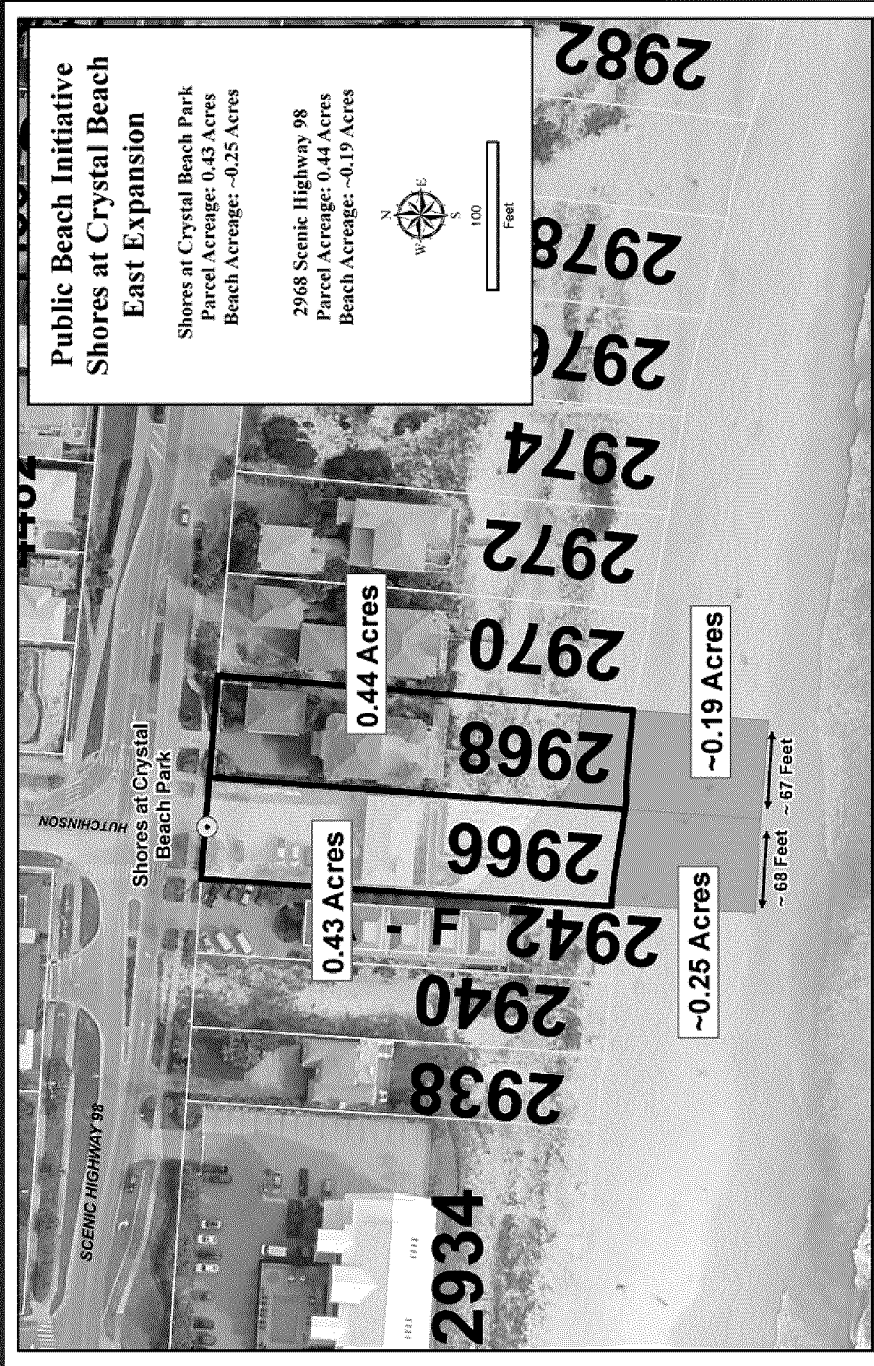
Gulf Front - Shore at Crystal Beach West Expansion (Crystal Port)



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Gulf Front - Shore at Crystal Beach East #1 Expansion



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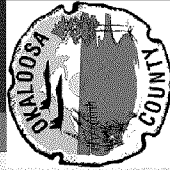
Gulf Front – Shore at Crystal Beach East #2 Expansion



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Shore at Crystal Beach

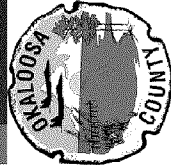


Google Earth
©2009 Google
Data S.O., NOAA, U.S. Navy, NGA, GEBCO

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Existing Street View of Shore at Crystal Beach Park

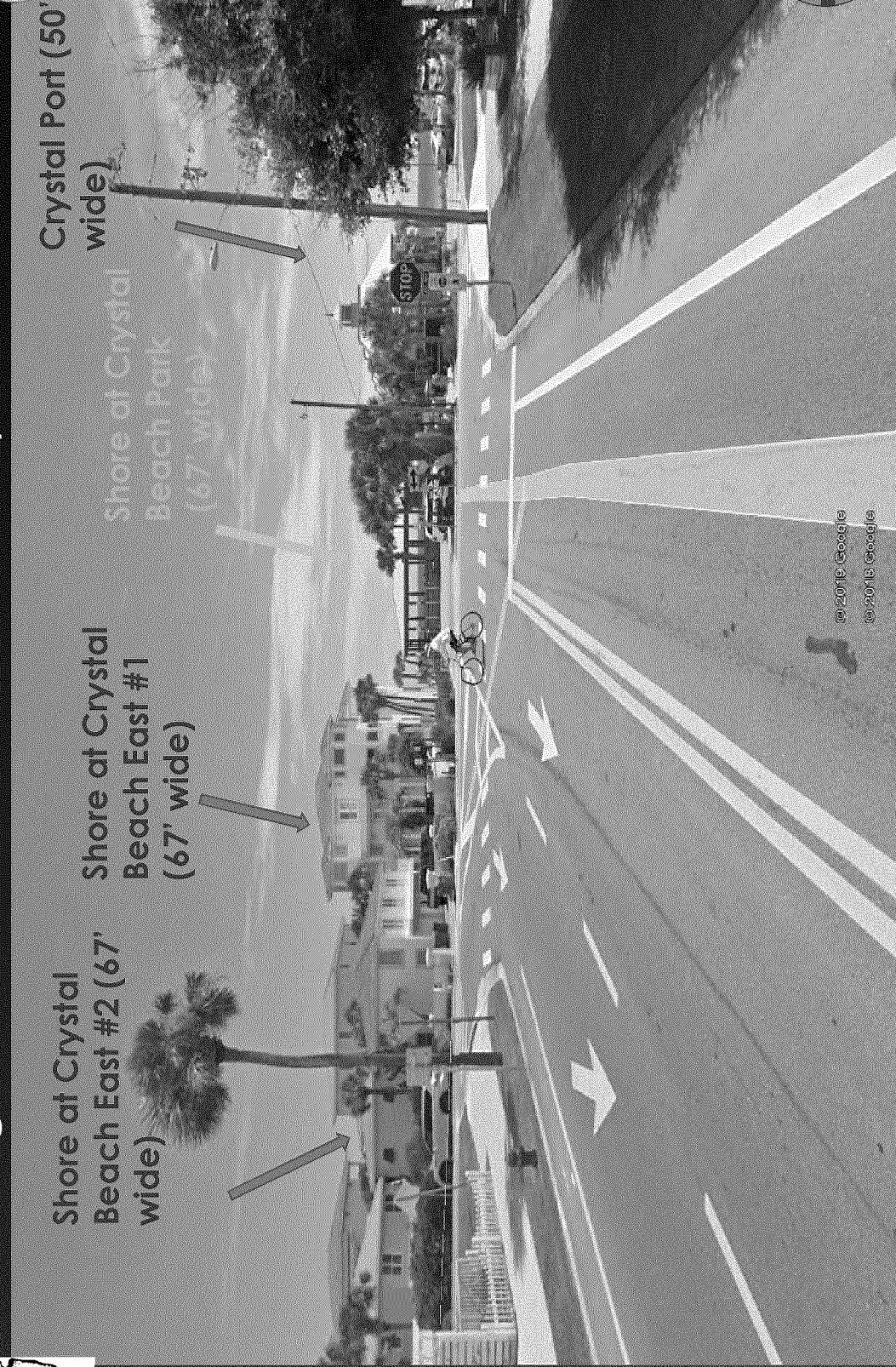


Shore at Crystal Beach East #2 (67' wide)

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

Crystal Port (50' wide)

Shore of Crystal Beach Park (67' wide)



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Proposed "Gateway to Crystal Beach"



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RESOLUTION 21- 103

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA SUPPORTING THE CITY OF DESTIN'S ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC USE, MORE SPECIFICALLY TO BE USED FOR PUBLIC BEACH ACCESS AND PUBLIC RECREATION WITHIN THE CITY OF DESTIN, IN OKALOOSA COUNTY.

WHEREAS, Okaloosa County has committed and provided Tourist Development Tax funds and assistance to the City to acquire gulf-front properties for the purpose of creating more public recreational facilities within the Crystal Beach Area (the "Project"); and

WHEREAS, the Project consisted of acquiring two properties to the east and one property to the west of an existing City Park called "Shore at Crystal Beach Park" as well as making continuous and comprehensive public recreational improvements for public beach access, tourism promotion, and recreational use on those acquired parcels; and

WHEREAS, the City, with the financial assistance/partnership of the County, has already acquired two properties within the Crystal Beach Area and demolition has been completed in furtherance of this Project; and

WHEREAS, the City has attempted to acquire the third property and previously entered into a voluntary Purchase and Sale Agreement, which the property owner since terminated; and

WHEREAS, the third property is a non-homesteaded, residential parcel of property used for vacation rental purposes and located at 2968 Scenic Highway 98, Destin, FL 32541 (the "Property"); and

WHEREAS, the Property, is one of two properties to the east, that lies between the existing City Park and the easternmost property recently acquired, otherwise interfering with a cohesive Project, to include but not limited to: affecting access, restricting improvement space, diminishing the value of the other public acquisition investments; and

WHEREAS, the City has determined it to be necessary to acquire the Property and will attempt to voluntarily acquire the Property. However, if necessary the City may utilize eminent domain to acquire the Property; and

WHEREAS, the City has requested the support of the County in this endeavor in addition to financial assistance, including providing title assistance as well as assistance of County staff and the County Attorney's Office in acquiring the Property voluntarily or through the use of eminent domain. However, the County would not be a party to any eminent domain lawsuit; and

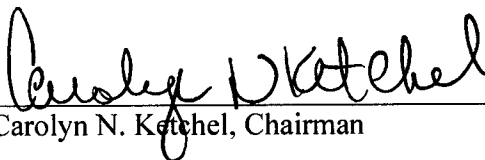
WHEREAS, the Board has determined that it is in the best interest of the residents of Okaloosa County to support the City of Destin in its pursuit of the Property for purposes of creating a continuous Crystal Beach Recreational Area as was originally planned when the other two properties were acquired.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Okaloosa County, Florida that:

1. The Board strongly supports the City of Destin's efforts to acquire 2968 Scenic Highway 98, Destin FL 32541, parcel id 00-2S-22-0584-0000-0020.
2. The County will contribute financially for the costs of said acquisition at the percentage participation levels defined in the City/County interlocal agreement for this project, including any additional costs of this extraordinary acquisition effort.
3. The Board authorizes County staff and the County Attorney's office to provide support to the City of Destin in the voluntary acquisition of the Property or to pursue eminent domain.

DULY PASSED AND ADOPTED THIS 15th DAY OF JUNE, 2021.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

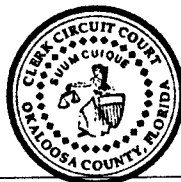
By: 
Carolyn N. Ketchel, Chairman



ATTEST:

By: 

J.D. Peacock II, Clerk of Circuit Court



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.

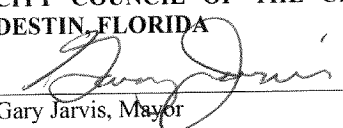
Section 4. The City Attorney and City Land Use Attorney's office are hereby authorized to institute a suit or suits in the name of the City and fully exercise the City's power of eminent domain for the purpose of acquiring the Property to the extent of the estate or interest set forth as a part of the 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 6th day of July, 2021.

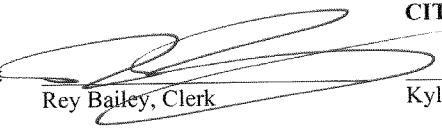
CITY COUNCIL OF THE CITY OF
DESTIN, FLORIDA

By:


Gary Jarvis, Mayor

ATTEST:

By:


Rey Bailey, Clerk

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



Kyle S. Bauman, City Attorney

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