

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/22/2021

Contract/Lease Control #: L15-0419-PW

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: DESTIN WATER USERS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2021

Expiration Date: 09/30/2022 W/ANNUAL RENEWALS

Description of: STORAGE OF BEACH CLEANING EQUIPMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

Date:09/21/2021
Company: Destin Water Users, Inc.
Attn: General Manager
Address: P.O. Box 308
City, St, Zip: Destin, FL 32541
RE:Lease Renewal for 10/01/21 - 09/30/22

CONTRACT#: L15-0419-PW
DESTIN WATER USERS, INC.
STORAGE OF BEACH CLEANING EQUIPMENT
EXPIRES: 09/30/2022 W/ANNUAL RENEWALS

Dear Destin Water Users,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # L15-0419-PW for an additional term. The contract renewal period will be Oct 1, 2021 to Sept 30, 2022. The annual budgeted amount for this contract is \$11,250.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-Insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director
Signature: [Handwritten Signature]

Contractor: DestinWaterUsers

Date: 9/22/2021

Approved By: [Handwritten Signature]
(as prescribed below on item 1)

Approved By: Tom Weidenbomer

Date: 09/22/2021

Approved By:
(as prescribed below on item 1)

Title: Pres

Date:

Date: 9/21/2021

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
2) Keep a copy of this form for your records.
3) Send original to Contracts and Lease Coordinator at Purchasing Department.
If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/15/2020

Contract/Lease Control #: L15-0419-PW

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: DESTIN WATER USERS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2020

Expiration Date: 09/30/2021 W/RENEWALS

Description of: STORAGE OF BEACH CLEANING EQUIPMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



# CONTRACT/LEASE RENEWAL FORM

Date: November 23, 2020  
 Company: Destin Water Users, Inc.  
 Attn: General Manager  
 Address: P.O. Box 308  
 City, St, Zip: Destin, FL 32541  
 RE: Lease Renewal for 10/01/20 - 09/30/21

CONTRACT#: L15-0419-PW  
 DESTIN WATER USERS, INC.  
 STORAGE OF BEACH CLEANING EQUIPMENT  
 EXPIRES: 09/30/2021 W/RENEWALS

Dear Destin Water Users,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # L15-0419-PW for an additional term. The contract renewal period will be Oct. 1, 2020 to September 30, 2021. The annual budgeted amount for this contract is \$11,250.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

**If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).**

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director  
 Signature: Butch Hancock

<sup>LESSOR</sup>  
 Contractor: DESTIN WATER USERS, INC.

Date: 12/7/2020

Approved By: Jeffrey B. Arch  
 (as prescribed below on item 1)

Approved By: Tom Weidenhamer

Date: \_\_\_\_\_

Approved By: \_\_\_\_\_  
 (as prescribed below on item 1)

Title: President

Date: \_\_\_\_\_

Date: 12/4/2020

**County Department Instructions:**

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.  
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/22/2017

Contract/Lease Control #: L15-0419-PW

Bid #: N/A

Contract/Lease Type: LEASE

Award To/Lessee: DESTIN WATER USERS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/1/2017

Expiration Date: 9/30/2018

Description of Contract/Lease: STORAGE OF BEACH CLEANING EQUIPMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/28/2019

Contract/Lease Control #: L15-0419-PW

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: DESTIN WATER USESRS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2016

Expiration Date: 09/30/2020 W/RENEWALS

Description of Contract/Lease: STROAGE OF BEACH CLEANING EQUIPMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTRE@M6OKALOOSA.COM

Closed:

Cc: BCC RECORDS





## CONTRACT/LEASE RENEWAL FORM

Date: September 24, 2019  
Company: Destin Water Users, Inc.  
Attn: General Manager  
Address: P.O. Box 308  
City, St, Zip: Destin, FL 32541  
RE: Lease Renewal for 10/01/19 - 09/30/20

CONTRACT#: L15-0419-PW  
DESTIN WATER USERS, INC.  
STORAGE OF BEACH CLEANING EQUIPMENT  
EXPIRES: 09/30/2020 W/RENEWALS

Dear Destin Water Users,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # L15-0419-PW for an additional term. The contract renewal period will be Oct. 1, 2019 to September 30, 2020. The annual budgeted amount for this contract is \$ 11,250.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

**If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).**

COUNTY REPRESENTATIVES

Dept. Director  
Signature: [Signature]

Date: 10/10/19

Approved By: [Signature]  
(as prescribed below on item 1)

Date: 10/21/2019

Approved By: \_\_\_\_\_  
(as prescribed below on item 1)

Date: \_\_\_\_\_

AUTHORIZED COMPANY REPRESENTATIVE

LESSOR  
Contractor: DESTIN WATER USERS, INC.

Approved By: [Signature]

Title: PRESIDENT

Date: 10/4/2019

**County Department Instructions:**

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.  
If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09-18-2018

Contract/Lease Control #: L15-0419-PW

Procurement#: NA

Contract/Lease Type: LEASE

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Award To/Lessee: DESTIN WATER USERS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2016

Expiration Date: 09/30/2019 W/ RENEWALS

Description of  
Contract/Lease: STORAGE OF BEACH CLEANING EQUIPMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office





# CONTRACT/LEASE RENEWAL FORM

Date: September 7, 2018  
 Company: Destin Water Users, Inc.  
 Attn: General Manager  
 Address: P.O. Box 308  
 City, St, Zip: Destin, FL 32541  
 RE: Lease Renewal for 10/01/18 - 09/30/19

**CONTRACT#: L15-0419-PW**  
**DESTIN WATER USERS, INC.**  
**STORAGE OF BEACH CLEANING EQUIPMENT**  
**EXPIRES: 09/30/2019 W/RENEWALS**

Dear Destin Water Users,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # L15-0419-PW for an additional term. The contract renewal period will be Oct. 1, 2018 to September 30, 2019. The annual budgeted amount for this contract is \$11,250.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

**If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).**

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director  
 Signature: [Signature]

LESSOR  
 Contractor: DESTIN WATER USERS, INC.

Date: 9/11/18

Approved By: [Signature]  
 (as prescribed below on item 1)

Approved By: Tom Weidenbamer

Date: 09/11/18

Approved By: \_\_\_\_\_  
 (as prescribed below on item 1)

Title: Pres

Date: \_\_\_\_\_

Date: 09/07/2018

**County Department Instructions:**

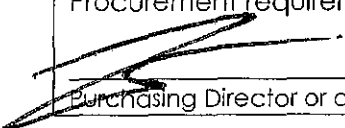
- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.  
 If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

# PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 615-0419-PW Tracking Number: 2575-17  
Procurement/Contractor/Lessee Name: Destin Water Users Grant Funded: YES \_\_\_ NO \_\_\_  
Purpose: Renewal: Storage of beach cleaning equipment  
Date/Term: 10/1/17 - 9/30/18 1.  GREATER THAN \$50,000  
Amount: 11,250.<sup>00</sup> 2.  GREATER THAN \$25,000  
Department: PW 3.  \$25,000 OR LESS  
Dept. Monitor Name: Allen

## Purchasing Review

Procurement requirements are met:

  
Purchasing Director or designee

Greg Kisela, DeRita Mason, Matthew Young

Date: 9/7/17

## 2CFR Compliance Review (if required)

Approved as written:

  
Grants Coordinator

Renee Biby


~~W/ Addition of Title VI, NIA  
OSHA, FLSA & Verify clauses  
to be Added~~

RB

Date: 9/11/17

## Risk Management Review

Approved as written:

  
Risk Manager or designee

Laura Porter or Krystal King

Date: 9-11-17

## County Attorney Review

Approved as written:

County Attorney

See Approval Dated

Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Date: 9/5/17

Following Okaloosa County approval:

## Contracts & Grants

Document has been received:

Contracts & Grants Manager

Marcella Eubanks, Mindy Kovalsky, Ashley Endris

Date: \_\_\_\_\_

## Matthew Young

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, September 05, 2017 3:53 PM  
**To:** Matthew Young  
**Cc:** Lynn Hoshihara; Krystal King; Laura Porter; Amy Allen; DeRita Mason  
**Subject:** RE: Process the Renewal of the Destin Water Users L15-0419-PW Through the Coordination Process

The above referenced renewal is approved for legal sufficiency.

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**From:** Matthew Young [mailto:myoung@co.okaloosa.fl.us]  
**Sent:** Friday, September 01, 2017 1:00 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara; Krystal King; Laura Porter; Amy Allen; DeRita Mason  
**Subject:** FW: Process the Renewal of the Destin Water Users L15-0419-PW Through the Coordination Process

Good afternoon,

Would you all please review the following and provide your feedback?

Respectfully,



**Matthew Young**  
Contracts & Lease Coordinator  
Okaloosa County Purchasing Department

Tel: (850) 689-5960 | Fax: (850) 689-5970  
myoung@co.okaloosa.fl.us | www.co.okaloosa.fl.us  
5479 Old Bethel Rd, Suite A | Crestview, FL 32536

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*Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

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**From:** Amy Allen  
**Sent:** Friday, September 01, 2017 9:59 AM  
**To:** Matthew Young <myoung@co.okaloosa.fl.us>  
**Subject:** Process the Renewal of the Destin Water Users L15-0419-PW Through the Coordination Process

Matthew,  
Attached is the Contract/Lease Renewal Form for L15-0419-PW. I've also attached the original lease. Please send this item through the Coordination Process as I would like to have it presented to the Board at the September 15, 2017 meeting if possible.

Thank you!



Amy Allen  
Parks Coordinator  
5489 Old Bethel Rd.  
Crestview, FL 32536  
Office (850) 423-4887  
Cell (850) 546-0598  
Fax (850) 689-5786

The only people you should ever try to get 'even with'  
are those who have helped you.

**Please note:** Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this e-mail communication, including your email address, may be subject to public disclosure and public record retention requirements.

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



# CONTRACT/LEASE RENEWAL FORM

Date: September 1, 2017  
 Destin Water Users, Inc.  
 Attn: General Manager  
 P.O. Box 308  
 Destin, FL 32541  
 RE: Lease Renew for 10/01/16 - 09/30/17

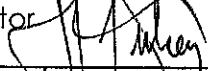
Dear Destin Water Users, 

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # L15-0419-PW for an additional term. The contract renewal period will be Oct. 1, 2017 to September 30, 2018. The annual budgeted amount for this contract is \$ 11,250.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

**If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).**

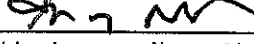
COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director  
 Signature: 

LESSOR  
 Contractor: DESTIN WATER USERS, INC.

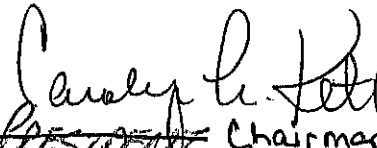
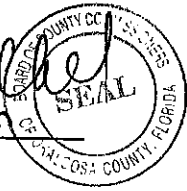
Date: 9/13/17

Approved By:   
 (as prescribed below on item 1)  
**Greg Kisela**

Approved By: 

Date: 9/20/17

Approved By: \_\_\_\_\_  
 (as prescribed below on item 1)  
**CAROLYN A. REICHEL, CHAIRMAN**

Title:   
**Chairman**  
 By K. Carroll/PW  


Date: 10/03/17

Date: 9/6/2017

**County Department Instructions:**

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.  
 If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.



# CONTRACT/LEASE RENEWAL FORM

Date: September 1, 2017  
 Destin Water Users, Inc.  
 Attn: General Manager  
 P.O. Box 308  
 Destin, FL 32541  
 RE: Lease Renew for 10/01/16 - 09/30/17

Dear Destin Water Users, ☐

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # L15-0419-PW for an additional term. The contract renewal period will be Oct. 1, 2017 to September 30, 2018. The annual budgeted amount for this contract is \$ 11,250.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

**If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).**

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director  
 Signature: [Signature]

LESSOR  
 Contractor: DESTIN WATER USERS, INC.

Date: 9/13/17

Approved By: [Signature]  
 (as prescribed below on item 1)  
**Greg Kisela**

Approved By: [Signature]

Date: 9/20/17

Title: PRESIDENT

Approved By: \_\_\_\_\_  
 (as prescribed below on item 1)

Date: 9/6/2017

**County Department Instructions:**

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.  
 If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

9/24/15

Contract/Lease Control #: L15-0419-PW

Bid #:

Contract/Lease Type: LEASE

Award To/Lessee: DESTIN WATER USERS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2015

Term: 09/30/2016 W/RENEWALS

Description of  
Contract/Lease: STORAGE OF BEACH CLEANING EQUIPMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA.FL.US

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

Contract was originally closed on 06/30/2008. Re-opened per Board action dated 01/06/2015 for Infrastructure Funding Agreement

cc: Finance Department Contracts & Grants Office

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/27/2016

Contract/Lease Control #: L15-0419-PW

Bid #: NA

Contract/Lease Type: LEASE

Award To/Lessee: DESTIN WATER USERS, INC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2016

Expiration Date: 09/30/2017 W/ RENEWALS

Description of Contract/Lease: STORAGE OF BEACH CLEANING EQUIPMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA.FL.US

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

Cc: Finance Department Contracts & Grants Office



# CONTRACT/LEASE RENEWAL FORM

Date: August 1, 2016  
 Destin Water Users, Inc.  
 Attn: General Manager  
 P.O. Box 308  
 Destin, FL 32541  
 RE: Lease Renew for 10/01/16 - 09/30/17

CERTIFIED A TRUE  
 AND CORRECT COPY  
 JD PEACOCK II  
 CLERK CIRCUIT COURT  
 BY Nancy L. Carson  
 DEPUTY CLERK  
 DATE Sept 23, 2016



Dear Destin Water Users, ☐

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # L15-0419-PW for an additional term. The contract renewal period will be Oct. 1, 2016 to September 30, 2017. The annual budgeted amount for this contract is \$ 11,250.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

**If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).**

LEASE # L15-0419-PW  
 DESTIN WATER USERS, INC.  
 STORAGE OF BEACH CLEANING  
 EQUIPMENT  
 EXPIRES: 09/30/2017 W/RENEWALS

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director  
 Signature: [Signature]  
 Date: 8/25/16

LESSOR  
 Contractor: DESTIN WATER USERS, INC.

Approved By: [Signature]  
 (as prescribed below on item 1)  
 Date: 9/1/16

Approved By: Tom Weidenhammer

Approved By: Charles K. Windes, Jr.  
 (as prescribed below on item 1)  
 Charles K. Windes, Jr., Chairman  
 Date: 9/22/16

Title: PRESIDENT  
 Date: 8/12/2016



**County Department Instructions:**

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.  
 If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.



CONTRACT/LEASE RENEWAL FORM

Date: September 4, 2015
Destin Water Users, Inc.
Attn: General Manager
P.O. Box 308
Destin, FL 32541
RE: Lease Renew for 10/01/15 - 09/30/16

CERTIFIED A TRUE AND CORRECT COPY

JD PEACOCK II
CLERK CIRCUIT COURT

BY: Tessa Ward
DEPUTY CLERK



DATE: 9-21-15

Dear Destin Water Users,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # L15-0419-PW for an additional term. The contract renewal period will be Oct. 1, 2015 to September 30, 2016. The annual budgeted amount for this contract is \$11,250.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director Signature: [Signature]

LESSOR Contractor: DESTIN WATER USERS, INC.

Date: 9/8/15

Approved By: Thomas Weidenbamer

Approved By: [Signature] (as prescribed below on item 1)

Date: 9/8/15

Approved By: Nathan D. Boyles (as prescribed below on item 1)

Title: PRESIDENT

Date: 9-15-15

Date: 09/04/2015

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
2) Keep a copy of this form for your records.
3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

LEASE # L15-0419-PW
DESTIN WATER USERS, INC.
STORAGE OF BEACH
CLEANING EQUIPMENT
EXPIRES: 09/30/2016 W/RENEWALS

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/13/2015

Contract/Lease Control #: L15-0419-PW

Bid #:

Contract/Lease Type: LEASE

Award To/Lessee: DESTIN WATER USERS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2015

Term: 09/30/2015 W/RENEWALS

Description of Contract/Lease: STORAGE OF BEACH CLEANING EQUIPMENT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA.FL.US

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

cc: Finance Department Contracts & Grants Office

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: \_\_\_\_\_ Tracking Number: 1215-15

Grant Funded: YES \_\_\_ NO \_\_\_

Contractor/Lessee Name: BCC/ Destin Water Users

Purpose: Storage of beach cleaning equipment

Date/Term: 1/1/15 - 9/30/15 / <sup>renew</sup> automatically

Amount: \$ 11250.<sup>00</sup> / year

Department: PW

Dept. Monitor Name: Autrey

1.  GREATER THAN \$50,000  
2.  GREATER THAN \$25,000  
3.  \$25,000 OR LESS

Document has been reviewed and includes any attachments or exhibits.

**Purchasing Review**

Procurement requirements are met:

Joanne Kublik Date: 12/29/14  
Purchasing Director or Designee Joanne Kublik

**Risk Management Review**

Approved as written:

Kay Godwin Date: 12-29-14  
Risk Manager or designee Kay Godwin or Krystal King

**County Attorney Review**

Approved as written:

Gregory T. Stewart Date: 1-5-15  
County Attorney Gregory T. Stewart or Lynn Hoshihara

*emailed to Greg 12/29/14 / Approved by email. See attached. 10/29/14*

ZF

Following Okaloosa County approval:

**Contracts & Grants**

Document has been received:

\_\_\_\_\_  
Contracts & Grants Manager

Date: \_\_\_\_\_



## LEASE

This Lease entered into this 6<sup>th</sup> day of January, <sup>2015 PW</sup> 2014, by and between, **DESTIN WATER USERS, INC.**, a Florida Non-Profit Corporation, herein referred to as "Lessor", and **OKALOOSA COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, herein referred to as "Lessee".

### SECTION ONE SUBJECT AND PURPOSE

Lessor does hereby lease that certain portion of the real property it owns, as described and shown in the attached and incorporated Addendum "A" ("Leased Parcel"), to Lessee for the Lessee's use for public and governmental purposes only as follows:

1. Storage, cleaning, and parking of beach cleaning equipment, vehicles, and other related equipment;
2. Storage of trash containers;
3. Temporary storage of solid waste collected from beach cleaning operations;
4. Establishment, use, and maintenance of a portable fueling station;

### SECTION TWO TERM, RENT AND TAXES

Lessee shall pay to Lessor for the use and occupancy of that certain property, as shown in the attached Addendum "A", in conjunction with a non-exclusive right of use for ingress and egress to the Leased Parcel over that area as shown on the attached Addendum "A" the total sum of \$11,250.00 per year, which shall be made in a lump sum payment to the Lessor within forty-five (45) days of the start of each Lease term. Lessee is a political subdivision of the State of Florida that will be using the Leased Parcel for public and governmental purposes and as such would be exempt from any taxes. To the extent that the Lessor is obligated to pay sales taxes on the lease payments for which Lessee is not exempt and otherwise legally obligated to pay pursuant to existing law then Lessee shall reimburse such amounts after final determination by the appropriate state agency that the sales tax payments are due.

The initial term of the Lease shall begin on the 1<sup>st</sup> day of January, 2015, and end on the 30<sup>th</sup> day of September, 2015 and the annual rental amount shall be prorated to the sum of \$8,437.50. Thereafter, the Lease shall automatically renew for additional one year terms at the annual rental rate set forth above unless a party provides notice of termination or non-renewal under Section Twelve of the Lease. Further, the Lessor reserves the right to adjust the annual rental and use amount set forth above based upon independent appraisals conducted every two years with such proposed adjusted annual payment amount provided to the Lessee not less than One Hundred and Twenty (120) days prior to the end of the Lease term then in effect.

**LEASE # L15-0419-PW  
DESTIN WATER USERS, INC.  
STORAGE OF BEACH  
CLEANING EQUIPMENT  
EXPIRES: 09/30/2015 W/RENEWALS**

**SECTION THREE**  
**ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

Lessee shall not make any additions, alterations, or changes of any kind to the Leased Parcel without the express written consent of Lessor.

1. Lessor recognizes Lessee's desire to construct the following on the Leased Parcel: 1.) screening and fencing, 2.) a pole barn or other similar storage type structure for the protection and storage of equipment and materials, 3.) water source or connection for cleaning and maintenance of equipment, 4.) restroom facility, either permanent or temporary, and 5.) a site lighting system. Lessee will submit a complete work plan for any and all work that Lessee proposes to undertake to Lessor in advance of any work beginning for Lessor's approval, which will not be unreasonably withheld..
2. The full costs to accomplish any work plan approved by Lessor shall be borne entirely by Lessee. Lessee will be solely responsible for the payment for all items contracted for or purchased by Lessee. Lessee will take whatever actions that are necessary to remove any lien(s) placed on the Leased Parcel as a result of Lessee's activities.
3. In Lessor's sole discretion, Lessor will determine whether all approved alterations, additions, and improvements to the Leased Premises will be removed by Lessee at the conclusion of the Lease term, or will remain on the Leased Parcel and become the property of Lessor at the conclusion of the Lease term.

**SECTION FOUR**  
**ACCESS, USE, MAINTENANCE, AND REPAIRS**

Lessee and its employees, agents, or contractors shall, at all times during the Lease, have unrestricted access and use of the Leased Parcel for the purposes stated herein. Lessee's permitted use of the Leased Parcel shall be consistent with and in conformance with those uses set forth in Section One herein or as otherwise agreed to in writing by the parties. Lessee shall access the Leased Parcel from Industrial Drive only. Lessee shall conduct operations and activities in a manner such that the Leased Premises are kept clean and free of trash and debris. The parties recognize and agree that use of the roadways and driveways located on the Leased Parcel will not be exclusive to the Lessee and will not be under the Lessee's exclusive possession and control during the term of the Lease. As such, the Lessor and not the Lessee will have the duty and obligation to repair or maintain in a good, safe, and usable condition, the roadways, driveways, and vehicle access points on the Leased Parcel.

**SECTION FIVE**  
**UNLAWFUL OR DANGEROUS ACTIVITY**

Lessee shall neither use nor occupy the Leased Parcel or any part thereof for any unlawful or hazardous business purpose nor operate or conduct operations in a manner constituting a nuisance of any kind.

**SECTION SIX**  
**INDEMNITY**

The Lessor agrees to indemnify and hold the Lessee harmless and free from damages sustained by person or property, including any of Lessee's property located on or about the Leased Parcel, and against all claims of third persons for damages arising out of or to as a result of the Lessor's continued use of the Leased Parcel. Lessor also agrees to indemnify and hold harmless the Lessee from all fees and expenses Lessee incurs from its legal defense of any claim Lessee is subjected to arising out of the Lessor's continued use of the Leased Parcel.

The Lessee agrees to indemnify and hold the Lessor harmless and free from damages sustained by person or property, and against all claims of third persons for damages arising out of the Lessee's use and occupancy of the Leased Parcel to the extent allowable pursuant to Florida law and subject to the payment limitations provided under Florida law for sovereign subdivisions of the State of Florida, such as the Lessee; provided however, that Lessee agrees to indemnify and hold harmless the Lessor from all fees and expenses Lessor incurs from its legal defense of any claim Lessor is subjected to arising out of the Lessee's use and occupancy of the Leased Parcel.

**SECTION SEVEN**  
**EASEMENTS, AGREEMENTS, OR ENCUMBRANCES**

The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the Leased Parcel and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

**SECTION EIGHT**  
**RISK OF LOSS OR DAMAGE**

Lessee assumes the risk of loss or damage to the Leased Parcel, whether from windstorm, fire, earthquake, or any other causes whatsoever.

**SECTION NINE**  
**REPRESENTATIONS BY LESSOR**

At the commencement of the term Lessee shall accept the Leased Parcel in its existing condition and state of repair, and Lessee agrees that no representations, statements, or warranties, expressed or implied, have been made by or on behalf of Lessor in respect therein except as contained in the provisions of this Lease.

**SECTION TEN**  
**NOTICE**

All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and with return receipt requested, to the party to be notified at the address set forth below or at such other address as either party may from time to time designate in writing.

As to Lessor:           Destin Water Users, Inc.  
                                  Attention: General Manager  
                                  Post Office Box 308  
                                  Destin, Florida 32541

As to Lessee:           Okaloosa County  
                                  Attn: Public Work Director  
                                  Public Works Department  
                                  1759 S. Ferdon Boulevard  
                                  Crestview, Florida 32536

**SECTION ELEVEN**  
**ASSIGNMENT, MORTGAGE, OR SUBLEASE**

Lessee shall not assign, mortgage, pledge or encumber this Lease or sublet the Leased Parcel, in whole or in part, or permit the Leased Parcel to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance.

**SECTION TWELVE**  
**LEASE TERMINATION**

Either party may terminate the Lease upon the expiration of the Lease term then in effect, by providing the other party with written notice of non-renewal or termination, which shall be provided not less than Ninety (90) days prior to the end of the Lease term then in effect.

**SECTION THIRTEEN**  
**SURRENDER OF POSSESSION**

Lessee shall quietly and peaceably vacate the Leased Parcel and surrender possession to Lessor on or before the last day of the Lease term, or on an earlier termination and forfeiture of the Lease, free of subtenancies, in good condition and repair.

**SECTION FOURTEEN**  
**TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS**

This Lease contains the entire agreement between the parties and cannot be changed or terminated except by written instruments subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

**SECTION FIFTEEN**  
**APPLICABLE LAW AND VENUE**

This agreement shall be governed by and construed in accordance the Laws of the State of Florida. The venue for any legal actions relating to this Lease shall be brought in the Courts in and for Okaloosa County, Florida.

IN WITNESS WHEREOF, Lessor has hereunto set its hand and seal this 19<sup>th</sup> day of December, 2014.

In the Presence of:

DESTIN WATER USERS, INC.

[Signature]  
[Signature]

Tom Weidenhamer  
BY: TOM WEIDENHAMER  
PRESIDENT (Title)

ATTEST  
[Signature]  
Secretary RICHARD F. SCALI

IN WITNESS WHEREOF, Lessee has hereunto set its hand and seal this 6<sup>th</sup> day of

\* ~~December, 2014.~~  
January 2015

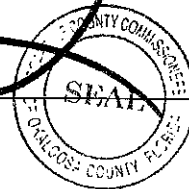
ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

[Signature]  
J.D. Peacock II  
Clerk of Courts

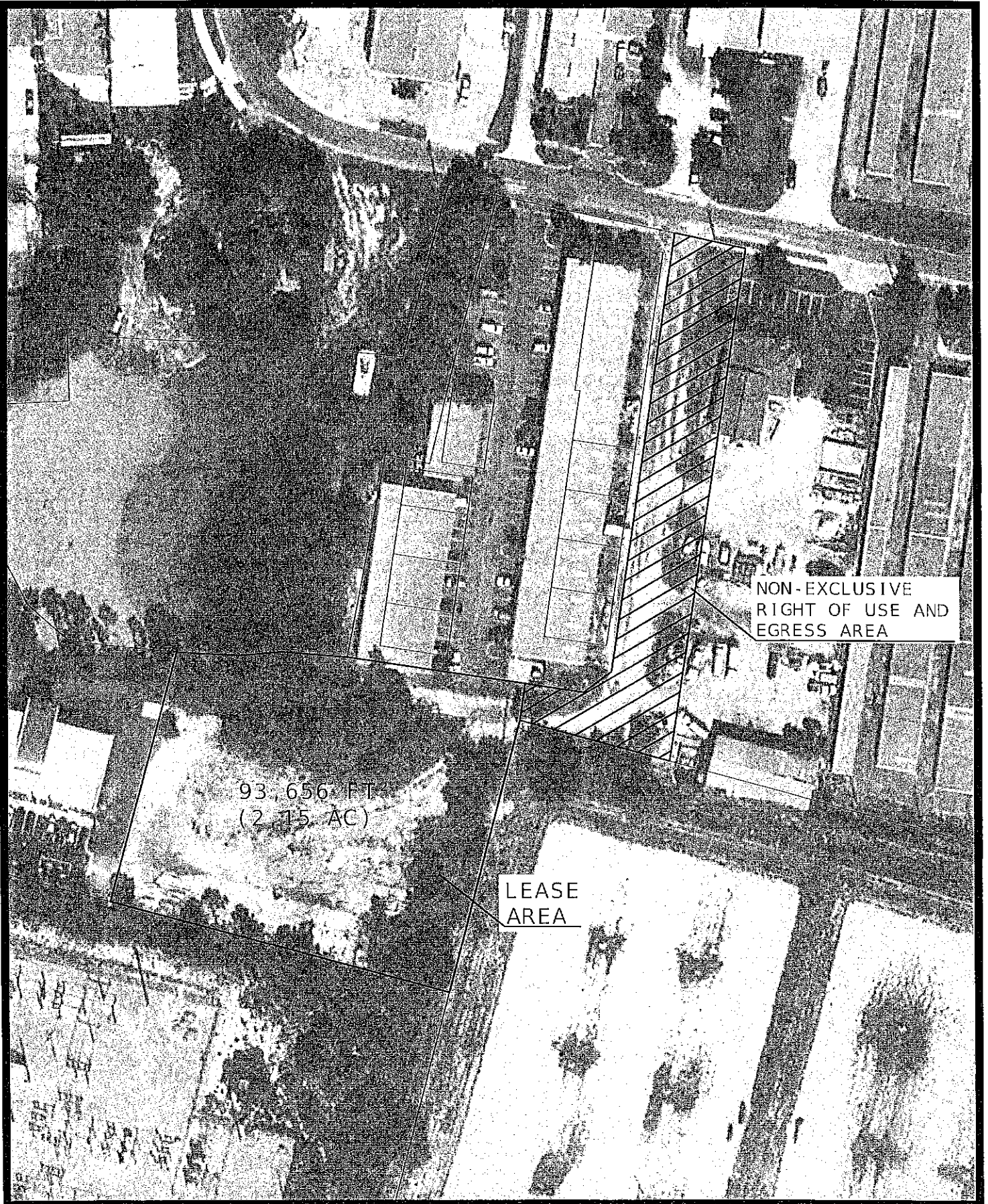


[Signature]  
Chairman



\* Correction by Tessa Ward, BCC Records.





93,656 FT  
(2.15 AC)

LEASE  
AREA

NON-EXCLUSIVE  
RIGHT OF USE AND  
EGRESS AREA

ADDENDUM A