

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
JANUARY 19, 2016
CITY HALL BOARDROOM
6:00 PM**

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

Destin City Council

Mayor Sam Seevers	Councilmember Jim Wood
Councilmember Rodney Braden	Councilmember Jim Foreman
Councilmember Cyron Marler	Councilmember Prebble Ramswell
Councilmember Sandy Trammell	Councilmember Tuffy Dixon

Destin City Staff

City Manager Greg Kisela	City Clerk Rey Bailey
Community Development Director Ken Gallander	IT Manager Webb Warren
Public Information Manager Doug Rainer	Finance Director Bragg Farmer
Parks/Recreation Director Lance Johnson	Library Director Jurate Burns
City Engineer David Campbell	City Planner Hank Woollard
CRA/Development Manager Steve Schmidt	HR Manager Karen Jankowski
Grants/Project Manager Lindey Chabot	City Attorney Jerry Miller
Land Use Attorney Scott Shirley	

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem Sandy Trammell called the meeting to order at 6:00 PM. Councilmember Marler delivered the invocation; which was followed by the Pledge of Allegiance.

SPECIAL PRESENTATIONS:

1. Council to reconfirm appointment of Sarah "Sam" Seevers as Destin Interim Mayor.

Mayor Pro Tem Trammell moved to reconfirm the December 16, 2015 appointment of Sarah "Sam" Seevers as Interim Mayor for the City of Destin to serve until a successor is qualified; seconded by Councilmember Foreman. Motion passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell and Braden voted "yes").

APPRECIATION TO OUTGOING MAYOR MEL PONDER

Mayor Pro Tem Trammell discussed Mayor Ponder's accomplishments as the City of Destin Mayor for two years. She thanked Mayor Ponder for his dedication and commitment to the people of Destin; stating he has contributed to this City in so many ways making this community better and more beautiful. She also expressed everyone's appreciation to Mayor Ponder's leadership and his positive approach to everything. She then presented him with a gift from the City.

Mayor Ponder stated it has been a tremendous honor for him to serve as Mayor of the City of Destin. He expressed his appreciation to the members of the City Council for all their hard work and accomplishments, and told them it has been an honor and privilege to serve with all of them. He also thanked the City staff for all their hard work and dedication; and the City Manager for an excellent job leading the City.

SWEARING-IN CEREMONY - DESTIN INTERIM MAYOR SARAH "SAM" SEEVERS

City Attorney Jerry Miller administered the Oath of Office to Interim Mayor Sarah "Sam" Seevers, who then signed her Oath of Office and assumed her place on the dais.

APPROVAL OF MINUTES

2. Request approval of minutes of the December 16, 2015 special city council meeting

Motion by Councilmember Wood, seconded by Councilmember Marler, to approve the minutes of the December 16, 2015 special city council meeting passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell and Braden voted "yes").

PUBLIC HEARINGS

3. Second reading of Ordinance 16-04-CC, Master Capital Project and Service Assessment

The City Attorney read Ordinance 16-04-CC by title, and then presented it to the City Council on second reading.

AN ORDINANCE RELATING TO THE PROVISION OF SERVICES, FACILITIES, PROGRAMS AND LOCAL IMPROVEMENTS IN THE CITY OF DESTIN, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF ASSESSMENTS AGAINST PROPERTY WITHIN THE INCORPORATED AREA OF THE CITY OF DESTIN; PROVIDING DEFINITIONS; PROVIDING FOR THE CREATION OF SPECIAL ASSESSMENT AREAS; ESTABLISHING THE PROCEDURES FOR IMPOSING ASSESSMENTS; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR AN ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN

RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES AND CLAIMS; PROVIDING PROCEDURES FOR COLLECTION OF ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; AUTHORIZING THE ISSUANCE OF OBLIGATIONS SECURED BY ASSESSMENTS AND PROVIDING FOR THE TERMS THEREOF; PROVIDING THAT THE CITY'S TAXING POWER SHALL NOT BE PLEDGED; PROVIDING REMEDIES; DEEMING THAT PLEDGED REVENUES SHALL BE CONSIDERED TRUST FUNDS; PROVIDING FOR THE REFUNDING OF OBLIGATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The City Manager stated this ordinance allows the City to proceed with Initial and Final Assessment Resolutions to create the Regions Way special assessment.

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

Councilmember Wood moved for approval of Ordinance 16-04-CC on second reading and to authorize the Mayor to execute it; seconded by Councilmember Trammell. Motion passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell and Braden voted "yes").

PUBLIC OPPORTUNITY TO SPEAK ON COUNCIL PROPOSITIONS

Ms. Diana Lynn, a Destin resident, came forward to speak on agenda item #9a – *Core of Engineer's use of Parcel B on adjacent land*. She distributed copies of a letter from the Department of the Army dated May 29, 2007, and then proceeded to read the following portion of that letter for the record: *"This is to advise you that you will be unable to obtain approval from the Corps of engineers for your planned project. The company from which you obtained your title insurance policy apparently failed to identify the fact that the property on which you propose to build your planned project is encumbered by a perpetual channel improvement easement for the East Pass federal navigation project, identified as Tract 101-E-6, which prohibits any use by the underlying fee holder, which would interfere with the operation and maintenance of the federal navigation project. In fact, a sand dike, which was constructed as an extension of the existing jetty system, is located/was constructed by the federal government on the property on which you proposed to construct your planned project."* She also noted that a copy of the map attached to this letter showing all the areas that were encumbered by easement were sent to the Community Development Department nine years ago, with a courtesy copy sent to Mr. Ken Gallander; however, to this date it has not been included in the Future Land Use Map (FLUM) or addressed in any of the City's record. She urged Council to re-zone this area as conservation, or identify it as federal easement 101-E-6 to prevent litigation.

Mr. Lockwood Wernet of the Destin Water Users (DWU) spoke next regarding agenda item #20 - *First reading of Ordinance 16-08-CN, which creates a utility easement to Destin Water Users, Inc.* Mr. Wernet explained this particular easement will help DWU expand the sewer system

serving the Crystal Beach area and will cause the least disturbance to existing infrastructure. He asked for Council's approval of the ordinance.

CONSENT AGENDA*

4. Request approval for use of city streets for Friends of Gentle Birth Options, Inc. 5k/1-Mile Fun Run on March 5, 2016
5. Request approval for use of city streets for The Junior League of the Emerald Coast 5k walk/10k run on February 27, 2016

Motion by Councilmember Trammell, seconded by Councilmember Marler, to approve Consent Agenda items #4 and #5, as printed above, passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell and Braden voted "yes").

RESOLUTIONS

6. Resolution 16-01 – Initial Assessment Resolution for the Regions Way Reconstruction Project

The City Attorney read Resolution 16-01 by title:

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA RELATING TO ACQUISITION, RECONSTRUCTION AND FUNDING OF REGIONS WAY; ESTABLISHING THE TERMS AND CONDITIONS OF PROPOSED SPECIAL ASSESSMENTS FOR THE ACQUISITION AND RECONSTRUCTION OF REGIONS WAY; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED ASSESSMENTS AND THE METHOD OF THEIR COLLECTION; DIRECTING THE PROVISION OF NOTICE; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Manager stated that they are pursuing a Special Assessment for the acquisition and improvement of Regions Way utilizing the Non-Ad Valorem Assessment process with the Okaloosa County Tax Collector's office. He continued this Initial Assessment Resolution begins the assessment process and includes a description of the property located in the proposed assessment area, the capital improvement proposed for funding, the estimated project cost, the method of apportionment of the assessment, and the provisions for prepayment of assessment.

Councilmember Wood moved to adopt Resolution 16-01 and direct staff to coordinate published and mailed notices in accordance with the Resolution and Section 197.3632, Florida Statutes. Councilmember Trammell provided a second to the motion.

Councilmember Dixon announced he would abstain from voting on the motion as he works part-time with Government Services Group that provided the methodology and the assessment material for this particular item.

The Mayor called for a vote on the motion, which passes 6-0 (Council members Trammell, Wood, Marler, Foreman, Ramswell and Braden voted “yes”; Councilmember Dixon abstained from voting).

7. Resolution 16-02 – Budget Amendment #1 for FY 2016

The City Attorney read Resolution 16-02 by title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN AMENDING THE FISCAL YEAR 2016 BUDGET AND MAKING CERTAIN AMENDMENTS TO DESIGNATED APPROPRIATIONS OF FUNDS OF THE CITY, INCREASING THE GENERAL FUND BUDGET BY \$77,318.42, AND PROVIDING AN EFFECTIVE DATE.

The City Manager noted this is a budget amendment for Fiscal Year 2016, and that it includes all of the carryover purchase orders from Fiscal Year 2015.

Motion by Councilmember Wood, seconded by Councilmember Trammell, to adopt Resolution 16-02 passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell and Braden voted “yes”).

(Walk-on item) Resolution 16-03 – Signature Authority for the Interim Mayor Sarah “Sam” SeEVERS

The City Attorney read Resolution 16-03 by title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN AUTHORIZING CERTAIN FINANCIAL INSTITUTIONS TO AMEND SIGNATURE AUTHORIZATION FOR ALL PRESENT AND FUTURE FINANCIAL ACCOUNTS WITH THE CITY OF DESTIN, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Manager explained this resolution will update the signature authority for the City’s financial accounts and will include Interim Mayor Sam SeEVERS.

Motion by Councilmember Wood to set aside the order of the day and walk-on Resolution 16-03 was seconded by Councilmember Trammell and passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell and Braden voted “yes”).

Councilmember Wood moved to adopt Resolution 16-03; seconded by Councilmember Trammell. Motion passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell and Braden voted “yes”).

COMMITTEE REPORTS

SCHEDULED PRESENTATIONS FROM THE PUBLIC**

PROJECT REPORTS AND COMMENTS FROM MAYOR AND COUNCIL

8. Councilmember Braden

Councilmember Braden inquired as to the legal course of action available to Council if the cell towers are not removed by February 1st.

The City Manager stated the company was given until February 6th to move the cell towers; and that the company plans to remove the towers by the first week of February, but not later than the second week of February. He continued if they are not removed by that time, they could have them removed by a qualified company.

9. Councilmember Ramswell

Councilmember Ramswell asked for legal service fee reimbursement totaling \$1,000 for attorney representation during the credit card State Attorney investigation .

Councilmember Foreman moved to have the item pertaining to reimbursement of Councilmember Ramswell be added to the agenda for reimbursement; seconded by Councilmember Braden.

Councilmember Ramswell announced she would abstain from voting on this item.

The City Attorney stated that since this is an administrative issue, he recommends he be given an advance notice going forward prior to submitting this type of request to Council so he could provide Council a review of facts and circumstances.

The Mayor called for a vote on the motion, which passes 6-0 (Council members Trammell, Wood, Marler, Foreman, Dixon and Braden voted “yes”; Councilmember Ramswell abstained from voting).

a. US Army Corps of Engineers’ use of Parcel B on adjacent land

At this time, Councilmember Ramswell called up Mr. Waylon Register, Site Manager, Panama City Site Office, U.S. Army Corps of Engineers (USACE); stating that Mr. Register will speak on issues relating to the Corps’ authority on Parcels B and C, as well as adjacent easement areas, on Norriego Point.

Mr. Register provided the following Power Point presentation:

- Panama City Site Office
 - ❖ Maintenance dredging and coastal management for Northwest Florida
 - Deep Draft Ports
 - Panama City

- Pensacola
 - Port St. Joe
- ❖ High Use Shallow Draft
 - Gulf Intracoastal Waterway
 - Escambia River
- ❖ Low and Mid-Use Shallow Draft
- Support for Others
 - ❖ Military Support:
 - Eglin AFB/Tyndall AFB/Hurlburt AFB/Pensacola NAS
 - USCG Destin/USCG/Panama City/USCG Pensacola/USCG Eufaula
 - ❖ Beach Renourishment
 - ❖ Flood Protection
 - ❖ National Park Service and Environmental Protection Agency
- East Pass Overview
 - ❖ Original project authorized in 1951, first maintained in 1952
 - ❖ Current Projects:
 - Authorized by 1965 River and Harbor Act
 - Construction started October 1967 / Completed January 1969
 - Old Pass Lagoon extended by Energy and Water Development Appropriation Act of 1981
 - ❖ Last dredged 2014/2015
 - Total dredging cost: \$1,053,021.20
 - 147,000 cubic yards (220,000 tons)
 - Material placed on beach west of pass and in scour hole at tip of spur jetty
 - ❖ Jetty/Sand Dike history
 - All of Norriego Point and much of what is Holiday Isle today was covered by easements during the initial construction
 - As the construction was completed and the area stabilized, pieces of easements were slowly released
 - Original west jetty had a gap intended to allow sand to pass through jetty and continue migrating westward.
 - It did not work as intended. Gap was closed back off
 - Jetties connected to sand dikes
 - Sand dike is a jetty made out of sand (no different from the rock jetties)
 - Rock jetty built out in the water; not actually connected into shore
 - Sand dike was built to connect to existing shoreline
 - Easement for the property only goes to the water's edge; everything water-ward of the mean high water line belongs to the State of Florida. It is considered State's submerged lands
 - No need for USACE to obtain any kind of easement from the State. State land is appropriated through navigational servitude (absolute power by a federal government from the

commerce clause in Article 1, Section 8 of the US Constitution)

- ✓ Gives the federal government the authority to appropriate lands necessary to operate and maintain and construct federal waterways
- Tract 101-E-6 is the only current easement still in effect; it is there in perpetuity
- During and after the initial construction, sand was placed on the various surrounding parcels and in Gulf of Mexico to the sand dike to stabilize the sand dike and help prevent erosion
- ❖ Sand Dike today
 - Lots of dry land on once was State bottoms
 - Parcel just south of Parcel B as well as in State property are all covered up by sand dike which remain under federal control due to navigational servitude
- ❖ Permitted disposal areas
 - Two main disposal areas for dredging
 - Gulf beach to the west of the pass. Use for the majority of sand placement
 - Tip of Norriego Point. Use for the material from north of the bridge and from Old Pass Lagoon
 - Sand dike area permitted as a dredge material disposal area to allow for placement of material to maintain structure
 - West jetty as far as jetty maintenance
 - The entire area from the jetty to Parcel B is permitted as a disposal area
- ❖ East Pass is unusual. It is not very common to have any privately owned property that does not have a clearly recorded easement on it. The area is unique. What was once State uplands created by the sand dike construction somehow became privately owned on portion between Parcel B and the State owned property
 - It does not change the fact the area is subject to navigational servitude
- ❖ USACE Real Estate Rights for areas under its control. Language from the original easement that applies to entire area:
 - *“The right to borrow and/or deposit fill, spoil and waste material thereon, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the East Pass Channel Project together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right of way.”*
- ❖ Landowner Real Estate Rights

- Allowed any use compatible with USACE use for Navigation Operations and Maintenance
 - *“Reserving, however, to the landowners, their successors and assigns, all such right and privileges as many be used without interfering with or abridging the rights and easement hereby conveyed”* (language from original easement deed)
 - Typical allowed uses on properties covered by easement:
 - Fences
 - ✓ Parcel B owner coordinated with USACE to place a fence over part of easement area; but, agreed to meet USACE access requirements
 - Boardwalks
 - Walking/jogging paths
 - Camping/hunting
 - Unpaved parking areas (dirt or gravel)
 - Material/equipment storage
 - Unlit advertising signs (if not a navigation hazard)
 - Shoreline stabilization
 - Typical disallowed uses:
 - Structures
 - Docks/piers
 - Utilities (electric/water hooks ups)
 - Light poles
 - Destruction of navigation structures
 - Activities which increase O&M cost
 - Permits for activities include acknowledgement that any temporary structures (such as boardwalks, picnic tables, or gravel parking areas) will be removed within 48 hours’ notice or will be subject to possible destruction by USACE contractors performing maintenance activities. USACE not responsible for cost of damages.
- ❖ Future of East Pass
- State of Florida amended Inlet Management Plan 2013
 - Permit modification in progress
 - Allow placement to east and west of pass on most eroded beach
 - Uncertain future funding
 - No navigation budget funding for low use projects (low use defined as less than 1 million tons of commerce per year)
 - Historic funding source through Congressional Adds (“earmarks”)
 - Congress granted USACE authority to set aside funds for small projects
 - 1% of all budgeted funds for navigation projects set aside in “funding pots”

- Funds projects otherwise not eligible for funding
- Projects must compete nationwide for a share
- Rely on local stakeholders and partners to ensure future of East Pass
- Educate state and federal legislators on importance of small harbors

Following the presentation, the Mayor turned the matter over to Councilmember Ramswell for direction.

Councilmember Ramswell noted they had a prior discussion on how the area designation was changed from Conservation to HDR; and whether or not the new designation is appropriate based on the fact there is a sand dike and easement. She stated that the direction given by Council was to hire an independent attorney to conduct further investigation on this matter; and that this is simply supplemental information for Council. She added the main takeaway from this presentation was the fact the sand dike actually anchors critically important jetties to the shore.

Mr. Register reiterated the sand dike is the jetty made of sand rather than rocks. He also stated since he is a civil engineer and not an attorney, he would like for Council to put in writing any question of legal matter so he could forward it to their legal counsel for a legal opinion.

Councilmember Wood asked whether activity on a piece of land in a federal waterway that has the easements specified somewhere or customary.

According to Mr. Register, activity is more customary; adding they have general guidelines for activities that take place inside their easement, but no permanent structure is allowed; or anything that would cost USACE additional money.

Councilmember Wood asked what types of easements were released overtime and why they were released.

Mr. Register opined that since the pass was relatively new at the time, USACE may not have been sure how much land is needed to construct the channel and jetties, and so they decided to err on the side of caution by asking for a lot more land than was necessary; and that as the construction was completed and the area stabilized, pieces of easements were slowly released. He also noted that in the original easement language, each easement had an expiration date for release; and that Tract 101-E-6 is the only easement that remained.

The City Manager asked if there is private property seaward of the easement area not technically covered by the easement.

Mr. Register replied that there is; but, it is irrelevant in this case because it is subject to navigational servitude.

Councilmember Dixon stated that even if there is a private property seaward of the easement area, they would not be able to put a road way there to get to that property.

Mr. Register noted they would only allow dirt or gravel road; and not a road made of asphalt or concrete.

Councilmember Trammell asked if the sand below the mean high water line belongs to the State of Florida; to which Mr. Register replied affirmatively. He added the State controls the water; however, in times of national emergency, the federal government has the authority.

10. Councilmember Dixon

Councilmember Dixon stated that a couple of citizens reported seeing a lot of trash on Norriego Point. He suggests setting up a City Cleanup Day where the citizens can help clean up Norriego Point; or to have Public Services crew take a look at it and see if it is something they could handle.

According to the City Manager, they would coordinate matters with Okaloosa County Tourist Development Council (TDC) as they conduct the regular cleanup of Norriego Point and schedule a special clean-up day on an annual basis.

Next, Councilmember Dixon requested an update on status of derelict vessels.

The City Manager noted there were five boats identified as derelict. The three boats on the harbor area have been removed. There were two boats on Joe's Bayou; one was removed by the owner, and the City removed the other after receiving the title from the owner. He added there are about four or five boats on Destin waters that are being prosecuted and would be eligible for disposal once they have gone through the court process.

Councilmember Dixon inquired as to the status of a sunken boat located near the City's dock on Joe's Bayou.

The City Manager stated it is considered a derelict boat, and that the owner is currently being prosecuted through the court system; adding that as soon as it clears the court, the City would work with the County to have it removed, or the City would remove it upon receiving the title from the owner.

11. Councilmember Foreman

- a. "Grocery Stores" as a permitted use in the Gulf Resort Mixed Use (GRMU) zoning district

Councilmember Foreman requested this item be pulled from this agenda and placed on the February 1, 2016 agenda.

12. Councilmember Marler

Councilmember Marler noted he recently witnessed two near accidents at the intersection of Stahlman Avenue and US Hwy 98. He suggests repainting the yellow stripes or providing a different road designation at that intersection.

13. Councilmember Wood

Councilmember Wood announced the Okaloosa-Walton Transportation Planning Organization (TPO) have scheduled a special meeting in the Annex Council Chamber on Thursday, January 21st, at 3:00 PM to discuss the five pedestrian crosswalks that will be placed on Hwy 98. He noted that he scheduled the special meeting as Chairman of the TPO to make sure the City gets reimbursed for the money they will spend constructing the pedestrian crosswalks.

14. Councilmember Trammell

Councilmember Trammell announced there is a bill currently going through the Senate that would give the Florida Fish and Wildlife Commission (FWC) greater authority. It would authorize FWC to make a determination if a vessel is at risk of becoming derelict and start the removal process at that time.

15. Mayor Seevers

STAFF REPORTS AND RECOMMENDATION

16. City Attorney comments

17. City Land Use Attorney comments

18. Legal opinion on easement related issues pertaining to Capt. Royal Melvin Heritage Park and Plaza – Joseph Boyd

The City Manager noted that the City Council approved a motion back in December 2015 authorizing the City to retain a real estate attorney to evaluate any interest BI, Inc. has on Capt. Royal Melvin Heritage Park and authorized the hiring of Mr. Joseph Boyd whose legal opinion and conclusion had been distributed to members of the Council. He also noted they have had a conference call with the State of Florida relating to property exchange proposal from BI, Inc. The State asked for a copy of the Land Use Attorney's legal opinion, a sketch of the proposed exchange as well as Mr. Boyd's opinion. He then asked Mr. Boyd to come up to the podium and present his report.

Mr. Boyd stated they have concluded that claimant (BI, Inc.) has no rights over, under, or through the City Park property. He also noted there was an agreement between the City Council and the claimant in 2008; and that the City has, and the claimant has not, fully performed the arrangement. He then discussed the following points as contained in the January 15, 2016 legal opinion:

- Claimant has alleged an easement on the City Park property; and the basis for an easement claim to rest upon the following:
 - ❖ “The road has been jointly used for close to 50 years”
 - ❖ “My father gave money to Pete Melvin for the road maintenance”
 - ❖ “Historical and customary use of this road”
 - ❖ “An easement was entered into the public record of Okaloosa County in 1967 by Pete Melvin for access from Hwy 98 to the water’s edge”
 - ❖ “The DOT curb cut...serves both properties...memorialized by said easement”
 - ❖ “The City’s title insurance policy specifically says that the property is subject to any existing easement”
- Mr. Boyd’s findings based on above claims:
 - ❖ There is no deraignment of title (where a party lays out its chain of title), or the claimant has never proven its title to any interest in the purported easement
 - ❖ Nowhere does claimant identify with specificity the easement it relies upon, the 1967 easement being only 8 feet in width, and it being subject to deficiencies
 - ❖ Nowhere does claimant state with particularity the details of the “road” mentioned and how it got conveyed to claimant. There was never a public dedication
 - ❖ Claimant’s deeds to the Hwy 98 BI property and Waterfront BI property make no reference to easement in City Park property
 - ❖ “*Jointly used*” does not constitute any recognizable easement under Florida Law, and at most, constitutes a “*license*” granted by then property owner of City Park property to cross over the property, and is personal to the licensee. There is no reference by claimant that a license has been transferred to it by anyone
 - ❖ Prescriptive easement, the apparent primary claim of claimant, requires that the use be adverse. The payment of funds and acceptance of funds demonstrate the lack of adversity
 - ❖ “*Historical and customary use*” of property does not create rights in the user nor burden the land so used, unless all the elements of easements are met for the creation of the easement. There is no basis for an easement merely on historical and customary use
 - ❖ The 1967 deed was an 8 foot easement, and other than between the Melvins, was a limited grant of easement and a reservation of easement from the road to the water, 8 feet wide, for ingress and egress. It is a pedestrian, not vehicle, access and the burden cannot be increased. There is no evidence that Sarah Melvin or Jean Melvin, individually or collectively, ever made a public dedication of the 8 feet. The 8 foot easement likely was merged out of existence when Mr. Royal Melvin received all interest in City Park property
 - ❖ A DOT curb cut does not create real property easement rights

- Mr. Boyd referred to the following language contained in Exhibit D – Affidavit and Warranty – of the legal opinion documents:
 - ❖ “b. *That Jean S. Melvin is in actual possession of the property, there are no unrecorded leases or other interests in the property in effect and has no knowledge of the existence of any encroachments to or from the described premises and adjoining premises, not any knowledge of the existence or possible existence of any claim or right of any person whatsoever adverse to the Affiant(s) as regards such property except as set forth below:*”
- Mr. Boyd provided the following explanations relating to Exhibit G – Conditional Quit Claim of Accessway
 - ❖ This document memorializes the agreement between the claimant and the City in 2008. It talks about temporary use of the City property for the claimant being able to move forward with the facility the claimant is trying to prepare. There is also a covenant to disclaim any interest the claimant has on City property. The claimant in return would be able to build a different accessway on the claimant’s property on a permitted non-conforming use. This transaction has not been recently implemented. It was put on hold because the claimant could not sign the document because the claimant was a member of the City Council at the time, as described in the June 26, 2008 letter from the City’s Community Development Director. However, it appears that the deal was still proceeding even after this conflict issue came up.

Mr. Boyd stated that claimant might seek an injunction to stop construction on the City Park property. He explained that the issuance of a preliminary injunction is based upon the following criteria:

- It must show the likelihood of irreparable harm. It cannot be compensated by money
- The unavailability of an adequate remedy at law
- It has to be in the public interest
- There have to be a high probability of being able to prevail in trial
- A bond for all foreseeable damages has to be posted

Mr. Boyd also explained that if someone alleges an interest in one’s property, depending on the degree, motive and presence of absence of malice, that person may be subject to a suit for slander of title if they frustrate a pending sale. He continued slander of title is a recognized course of action under Florida Law.

Also according to Mr. Boyd, in order to get crystallization if disputes are not resolved in some voluntary reasonable fashion, the City could fence the City Park parcel or do something to stop what they believe is the improper use of their property. He added that lawsuits are expensive and the outcome is not always known; however, they feel the City is an overwhelming favorite to prevail on their position that they have fee simple title to the property.

Councilmember Foreman moved to authorize the City Manager to initiate construction of the Capt. Royal Melvin Heritage Park, including fencing of the property; seconded by Councilmember Braden.

Mr. Dewey Destin of BI, Inc. walked over to the podium to address the issue. He pointed out that the current design of the park calls for a demolition and removal of approximately 17 feet of protective bluff along the north shore of the Destin Harbor; which to his knowledge have never been done before. He continued that developers to the west and east of this parcel have never attempted to remove these protective bluffs because it would kill heritage Oak Trees on the property line between the BI property and the City's property; adding this is not the kind of precedence they want to set for the developers along the harbor. He further stated it was very troublesome to hear a suggestion that BI, Inc. reneged on a 2008 agreement as they could not sign that agreement because it was not legal upon advice of the City Attorney to City Council. He also noted there was a notion that the agreement gave BI, Inc. permission to build the road on the western side of the property. He explained that during the negotiation of the agreement, they learned they only have 10 feet on that side of the property, and that the code would not allow building that road at all. The City would have had to agree to give BI, Inc. permission to build a road that would not meet the code. He stated that the BI property is divided into two distinct parcels – Luther's Pontoons on the water side and Dewey's Harbor Side Restaurant on the road side of Harbor Blvd; and that neither of the two parcels has the ability to grant easements on the land leased by Luther's Pontoons as the condition to receive building permit to remodel the restaurant. He continued they did everything they could to accommodate the City. They demolished the old Blue Room Restaurant on the front parcel instead of using it as a restaurant. They obtained their own curb cut to allow access into that parking lot even though FDOT was opposed to it because of having two curb cuts being so close to each other. They also brought their new parking lot up to the City's standards on parking spaces; adding that behind Dewey Destin Harbor Side Restaurant they will find their section of the City's harborwalk built to the City's specifications in the areas requested by the City to align with the other portions of the City's harborwalk; and that BI, Inc. paid for the construction out of their own funds. He further stated they have continued on their attempt to cooperate with the City. They have agreed to move the road in question as close to their building as possible on the portion of the road that run from the south end of Dewey's parking lot down to Luther's Pontoons. They have also agreed to enter into negotiations to give an easement with the portion of the harborwalk located on their property on the water side. They have also spoken to several Council members about taking their eastern dock and allowing the City to go in partnership with BI, Inc. turning that into public dock on the east side so the City would have a water connection to the harborwalk. He added it would complement the City's multi-modal transportation system; and that it would give the City its own dock on the harbor. He also added they would continue to try to fix this problem in a manner that would be beneficial to both parties.

Attorney Lisa Minshew, representing BI, Inc. and Dewey Destin Harbor Side LLC, spoke next. She stated she had been working with Mr. Destin since 2009 when this issue first came up; and that they have met with the City Attorney and City staff many times over the last seven years trying to come up with creative ways to resolve this dispute but have not been successful. She remarked that it is quite upsetting to Mr. Destin to hear an opinion tonight stating BI, Inc. had

renege on an agreement. She continued she prepared the document in question and sent it to the City hoping it would settle the dispute; however, the City Attorney told them they could not discuss the document because it would be an ethical violation. She also stated it is incorrect to suggest a legal opinion is clear cut, and there are no other opinions that matter; adding there are inherent defects in the legal opinion that invalidates that opinion, and they are as follows:

- It does not recognize there are two parcels – one on the road side and another on the water side; and the water side parcel provided access through the driveway
- It ignores the fact FDOT opened and approved the curb cut in the 1960s or earlier. The driveway has been providing the public access to the water for about 50 years. Well in excess of 20 years required for adverse possession. There are 200 to 300 cars a day that use it
- The opinion assumes just because the easement is 8' in width that it is only used for pedestrians. There is a lack of understanding on what goes on in Destin. She had litigated for years the case of the Boathouse property and the access ways around the Boathouse property, and it is very similar roadway that goes down to that property. Most of these types of roadways that are used by fishermen are all narrow roadways
- There was a misunderstanding of the 1967 deed. This deed recognizes a public ingress and egress easement over the 8' foot roadway in question. After recognizing the public access easement in the deed, the Melvins then reserved the private easement over that same area

Ms. Minshew also noted if the City puts up the fence, they will close a local business that had been operating in the City of Destin for many years; which is exactly the kind of action that promotes an injunction. She stated her research reveals there are at least six different reasons that BI, Inc. and Dewey Destin Harbor Side, LLC has the right to use this roadway; and that there are two statutory ways of necessity arguments under Florida Statute 704 that promotes use of the statutory ways of necessity to the lower parcel. There is also an argument for prescriptive easement of private way, with a 1995 case that supports it. They can prove actual continuous and uninterrupted use of the roadway for 20 years; and that they could also prove a prescriptive easement by the public. They have it in the deed that the owner recognize this was a public easement; and that they know fishermen have used that access way for many years. She also stated when the public have used an access way for more than 20 years and it is known to the owner, there is a Supreme Court ruling that read, "*visible so that the knowledge of adverse can be imputed to the owner, it is also adverse*"; adding that with the Melvin's knowing this access way is being used and putting it in their deed, is sufficient. She further stated that one thing left out of the opinion is the public's customary use for access to the waterfront, which was established in a Florida Supreme Court case in 1974 at the City of Daytona. In this particular case, the Supreme Court finds that "*since the beach had served as a thoroughfare for fishermen and bathers, and a place for recreation for the public, interest and the right of the public is protected.*"

Ms. Minshew also noted that the restaurant was approved by the City and constructed with its access to the emergency fire protection on this particular right-of-way; and that there is a sign at the right-of-way showing where the Fire Department should go if there is as problem at the

restaurant. She continued that if they put up a fence, there will not be a way for the Fire Department to get to the restaurant or for emergency access down to the marina. Ms. Minshew added they are willing to work with the City to reach a compromise; and are also willing to do a declaration action to a judge.

Councilmember Ramswell stated that she pulled all the deeds associated with the parcel and it showed an expressed easement on the 1982 agreement and a "*subject to existing easement*" on the 1997 and 2006 agreements.

According to Mr. Boyd, there is an 8' easement in the Melvin 1 to Melvin 2 deed that had an 8' reference; which is the only expressed easement they see any place. He continued that the Melvins never alienated or gave the easement to the public. There was no acceptance by this Council as a dedication, and no evidence of public dedication. He also stated the phrase "*subject to existing easement*" is different from an expressed easement; adding the expressed easement would not have made itself to the City property at the time Mrs. Melvin conveyed it. It would have been wiped out by merger. He added it was created in 1967 and merged no later than when the City got the deed.

Councilmember Ramswell asked for some clarification in reference to a quit claim deed.

Mr. Boyd explained there are 3 types of deeds in Florida – general warrantee deed, special warrantee deed, and quit claim deed; and that a quit claim deed is generally for somebody who has either no interest or has questionable interest in someone else's property. They are not warranting they have interest on the property, but they "quit" whatever interest they might have or not have on a particular piece of property.

Councilmember Braden stated that he would not support anything that would tear down the bluff and kill the trees. He also asked how much the City paid Mr. Boyd for his services.

Mr. Boyd noted that he was paid \$15,000 for his services.

According to the City Manager the State of Florida funded approximately \$2.3 million to assist the City in the acquisition of this property; and so anything they do with the property requires the State's concurrence. He also stated that the procedures allows a proposed property exchange if there is a substantial public benefit and the City will get more than they receive. He noted that in addition to accepting the \$2.3 million grant, the City has \$1,250,000 Restore Act grants to build the park; and that it is important to resolve this issue and move forward with the construction of the park.

Also, according to the City Manager, he had not seen any plans that show they would kill any of the trees either on the BI, Inc. or the City's property; but, they would make sure they protect the heritage trees from any damage. He continued they have provided the State with the Land Use Attorney's opinion that was done independently that BI, Inc. does not have an interest in Heritage Park. They have also provided the offer BI, Inc. has made to the City to do the property exchange,

and they would be providing Mr. Boyd's legal opinion on this matter. They would also continue their conversations with them as it relates to the proposed exchange pursuant to Council's direction. He added they are at a point when they really need to decide how they want to proceed with the construction of the park or they would lose the \$1,250,000 Restore Act grant.

Councilmember Marler stated that he had only seen conceptual drawings of the park. He asked if an actual concrete plan is available. He also stated he cannot support the motion on the floor as he still believes there is room for compromise.

According to the City Manager, the CRA Board and City Council have endorsed the conceptual plan. They are about three-quarters of a way through the design of the park awaiting Council's decision on this issue. Once the go ahead is given, they should finish up the design within the next two to three months and then put it out to bid. They expect the Restore Act money for construction of the park to be awarded in late June or early July this year.

Councilmember Dixon offered a substitute motion to direct the City Manager to enter into mediation with BI, Inc. one more time and bring this item back to Council within 30 days; seconded by Councilmember Marler. Motion passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell and Braden voted "yes").

19. Reimbursement of overpaid funds to FEMA for Hurricane Gustav 2008

The City Manager stated the City sustained some damages from Hurricane Gustav in 2008 and FEMA reimbursed the City for their expenses. In January 2014, FEMA sent the City a final disbursement for approximately \$20,000. The City received notification from FEMA this year that payment to the City's accounts was an error and requests reimbursement for an overpayment to the City for Hurricane Gustave costs.

Councilmember Trammell moved to authorize the City Manager to refund the State of Florida's Division of Emergency Management's overpayment of funds to the City in the amount of \$18,892.57 from City reserves; seconded by Councilmember Wood.

Councilmember Trammell stated this is happening throughout the State where FEMA is asking for reimbursement for giving money out inappropriately, and that some people in South Florida are having to pay back millions of dollars; and there is a movement in South Florida to prevent this call back as much as possible.

Councilmember Ramswell asked if there is some sort of system of checks and balances to go back and determine whether this is something they expect or did not expect.

According to the Finance Director, the payment was sent in error in this case. This is not uncommon that FEMA recognizes an error and asks for their money back. They go back and take the hurricane payment from prior years and conduct a mini audit and asked for reimbursement once they detect an overpayment. He added the City of Destin is lucky the error was detected early.

The Grants/Project Manager stated the City has dealt with so many hurricanes since 2005. Storm passes but the City is still dealing with causes of Hurricane Ivan. They have had all kinds of disasters that stay open for years because FEMA's personnel as well as the State of Florida personnel change constantly. When they have a disaster they document all of the costs including repair and rebuilding and keep everything very well documented, and if necessary prove to FEMA how the money was spent. In the case of Hurricane Gustav, FEMA gave the City money for sand to rebuild some berms prior to the Holiday Isle Restoration Project. There was absolutely no beach on which to build the berms. The money was allocated in 2008, but they waited until 2012 to actually use it because that was when they built the project using the same amount of sand that was lost in the storm and for which FEMA previously agreed to pay. They showed FEMA the actual costs of the sand and FEMA paid the City back in 2013 and the City signed all closing documentations. The following year the State noted an overpayment and asked the City for reimbursement.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell and Braden voted "yes").

20. First reading of Ordinance 16-08-CN, which creates a utility easement to Destin Water Users, Inc.

The City Attorney read Ordinance 16-08-CN by title, and then presented it to Council on first reading:

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA CREATING AN EASEMENT TO DESTIN WATER USERS, INC. FOR A PORTION OF CITY PROPERTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

According to the City Manager, Destin Water Users, Inc. (DWU) is requesting a utility easement across the Public Works maintenance yard and the City Hall Annex near the Commons Drive right-of-way line as part of the water sewer relocation required by the FDOT for the US Hwy 98 6-laning projects.

Councilmember Wood moved for approval of Ordinance 16-08-CN on first reading and direct staff to prepare it for second reading; seconded by Councilmember Trammell.

Councilmember Ramswell asked whether Council members that are on the DWU Board need to abstain from voting.

The City Attorney replied they can vote as this is not something that will inure to their personal gains or losses.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell and Braden voted "yes").

21. City Manager comments

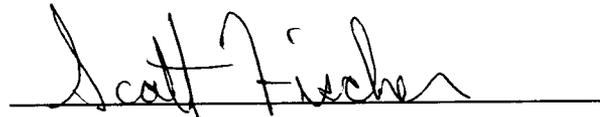
The City Manager announced the Quarterly Newsletter is scheduled to go in January 30th edition of the Destin Log.

COMMENTS FROM THE AUDIENCE

Having no further business at this time, the meeting was adjourned at 10:10 PM.

ADOPTED THIS 21ST DAY OF MARCH 2016

By:

A handwritten signature in black ink, appearing to read "Scott Fischer", is written over a horizontal line.

Scott Fischer, Mayor

ATTEST:

A large, stylized handwritten signature in black ink, appearing to read "Rey Bailey", is written over a horizontal line.

Rey Bailey, City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Minor R Dixon Jr</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Destin City Council</i>
MAILING ADDRESS <i>602 Third Ave</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY COUNTY <i>Destin FL Okaloosa</i>	NAME OF POLITICAL SUBDIVISION: _____
DATE ON WHICH VOTE OCCURRED <i>1-19-16</i>	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Miller R Dixon, hereby disclose that on 1-19-16, 20 16:

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

1-19-16
Date Filed

Miller R Dixon
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Ramswell Prebble Quna</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Destin City Council</i>
MAILING ADDRESS <i>14 Country Club</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY <i>Destin</i>	COUNTY <i>Olecharosa</i>
DATE ON WHICH VOTE OCCURRED <i>1/19/16</i>	NAME OF POLITICAL SUBDIVISION <i>Destin</i>
MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Freddie Ramsuel, hereby disclose that on 1/19, 2016:

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of John Ledbetter, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

4/19/16
Date Filed

[Signature]
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.