

AGENDA
REGULAR COUNCIL MEETING
CITY OF NICEVILLE, FLORIDA
NOVEMBER 14, 2023

APPROVAL OF MINUTES

Regular Council Meeting, October 10, 2023
Planning Commission Meeting, No Meeting Held
Local Planning Agency Meeting, No Meeting Held

PUBLIC HEARINGS

Youth Advisory Council – Update

A Proclamation – proclaiming the month of November Epilepsy Month

Ordinance 23-11-01 – An ordinance for the rezoning of certain properties in the City of Niceville, Florida providing for same and an effective date. Daniel and Ronnie Pettis, 709 Powell Dr, request their property be re-zoned from R-2, One or Multi Family to C-1, Limited Commercial and have a future land use of mixed use. Lots 5 & 6, Block 10, Powell Subdivision of Niceville, Florida (Final Reading).

Ordinance 23-11-02 – An ordinance annexing into the City Limits and be zoned R-1B, Residential Single Family with a future land use of MDR. Lots 5 & 6, Block 16, Pinecrest Addition 2-3 of Niceville, Florida. Requested by Malcolm Spears, 919 47th Street. (Final Reading)

Resolution 23-11-01 – A resolution authorizing a property exchange agreement between the City of Niceville and AVCON, Inc. Whereby the City of Niceville will exchange a portion of the property under, parcel ID No. 07-1S-22-2520-0002-0100 for a portion of AVCON property, parcel ID No. 07-1S-22-2520-0002-0040 located in Niceville, Okaloosa County, Florida; authorizing the City Manager to execute the property exchange agreement; and providing for an effective date.

Resolution 23-11-02 – A resolution amending the Fiscal Year 2022-2023 (FY23) adopted budget of the City of Niceville, Florida, by amending the original adopted budget to match the FY23 Niceville CRA's amended budget, as previously amended by the Niceville CRA board of commissioners; increasing the total FY23 Niceville CRA expense and revenue amounts as appropriate to provide for a balanced budget and providing for and effective date.

AGENDA, REGULAR COUNCIL MEETING, NOVEMBER 14, 2023 PAGE TWO

CITY MANAGER REPORTS/REQUESTS/RECOMMENDATIONS:

Water/Sewer/Drainage Projects –

Department Briefing Slides

Other Business:

White Hat Productions – Mr. Matt McKinnon – Mullet Festival Proposal - Update

Approval of CRA Commission selection of a commercial real estate firm for the Old Town Project.

Bills Payable

Note: other items may be added

Agenda 1114.23

ORDINANCE NO. 23-11-01

AN ORDINANCE FOR THE REZONING OF CERTAIN PROPERTIES IN THE CITY OF NICEVILLE, FLORIDA; PROVIDING ZONING FOR SAME AND AN EFFECTIVE DATE.

WHEREAS, application has been made to the City Council by Daniel and Ronnie Pettis for the rezoning of their property, located at 709 Powell Dr., Niceville, Florida 32578 hereinafter described, from R-2, One or Multi Family, to C-1, Limited Commercial and have a future land use of Mixed Use; and

WHEREAS, the City Council has received the recommendation of the Planning Board and notice of public hearing concerning same has been duly publicized and hearing being held this date, and any objections made being heard,

NOW, THEREFORE, BE IT ENACTED AND ORDAINED that:

SECTION 1. That the following described properties, previously zoned R-2, One or Multi Family, is rezoned to C-1, Limited Commercial and have a future land use of Mixed Use,

LEGAL DESCRIPTION:

Lot 5 and 6, Block 10, Powell Subdivision of Niceville, Florida, according to the Plat thereof, recorded in Plat Book 1, Page (s) 96, of the Public Records of Okaloosa County, Florida.

Parcel ID No. 06-1S-22-2100-0010-0050

Property Address: 709 Powell Dr., Niceville, Florida 32578, and

SECTION 2. This Ordinance shall become effective upon enactment upon final reading and approval in accordance with the City Charter.

PASSED AND ENACTED in regular session upon this second and final reading this 14th day of November, 2023.

MAYOR

ATTEST:

CITY CLERK

R & D Brothers Enterprises
101 John Sime Parkway
Niceville, FL 32578

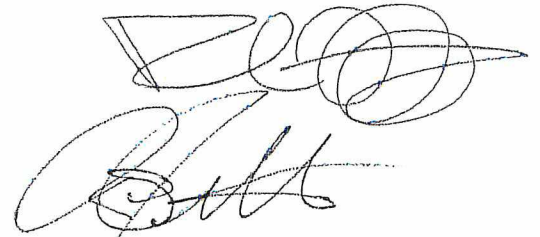
To whom it may concern,

The purpose of this letter is to request a zoning change from R2 to C1. As the owner of parcel #06-1S-22-2100-0010-0050, more specifically 709 Powell Drive, Niceville, we are requesting the zoning change that is contiguous with our property located at 120 Partin Drive North. The purpose of the zoning change request is to allow for more parking space and an office for our businesses.

Should any further information be needed or questions answered, I can be reached at 850-225-8777 or chefdanpettis@aol.com.

Thank you for your consideration.

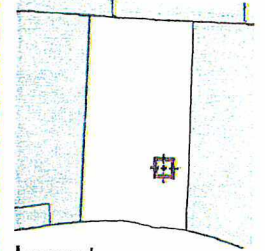
Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Pettis & Ronnie Pettis". The signature is stylized and somewhat illegible due to the cursive style.

Daniel Pettis & Ronnie Pettis
Managing Members, R & D Brothers



Overview

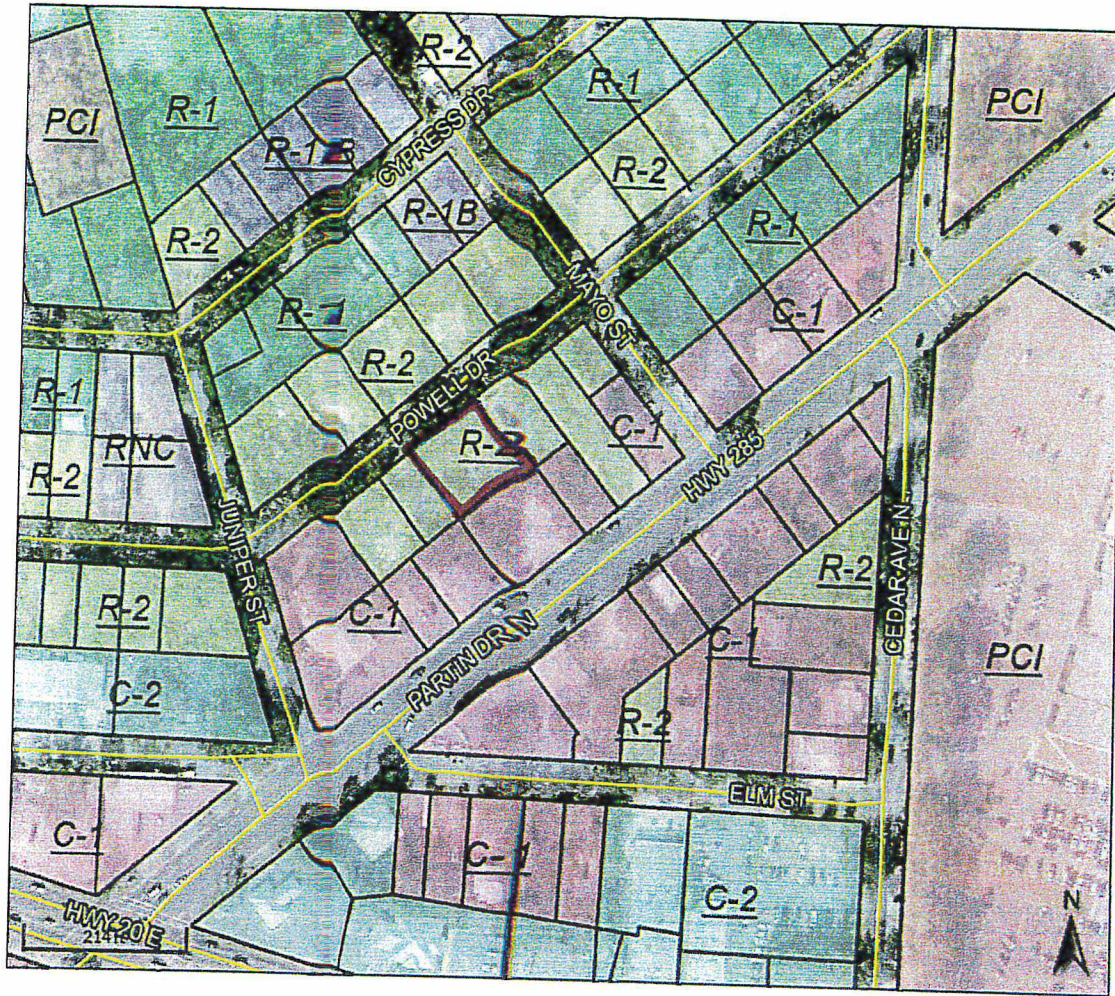


Legend

- Parcels
- Roads
- Water
- City Labels

Parcel ID	06-15-22-2100-0010-0050	Physical Address	709 POWELL DR NICEVILLE	Land Value	\$63,113	Last 2 Sales Date		Price		Reason		Qual
Acres (GIS)	0.23	Mailing Address	R&D BROTHERS ENT ERPRISES LLC	Ag Land Value	\$0		10/26/2017	\$105000		UNQUAL/NOT EXPOSED TO OPEN-MKT		U
Property Class	SINGLE FAM	Address	101 E JOHN SIMS PKWY NICEVILLE, FL 32578	Building Value	\$34,575		7/11/2008	\$100		QUAL/CREDIBLE,VERIF/DOC/EVIDEN		U
Taxing District	6			Misc Value	\$0							
				Just Value	\$97,688							
				Assessed Value	\$82,643							
				Exempt Value	\$0							
				Taxable Value	\$82,643							

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Overview

Legend

- Parcels
- Roads
- Water
- Niceville
 - C-1
 - C-2
 - C-PUD
 - CON
 - M-1
 - PCI
 - PUD
 - R-1
 - R-1A
 - R-1B
 - R-2
 - R-3
 - R-C
 - RNC
 - S-1

City Labels

Parcel ID	06-15-22-2100-0010-0050	Physical Address	09 POWELL DR NICEVILLE	Land Value	\$63,113	Last 2 Sales Date		Price		Reason		Qual
Acres (GIS)	0.23	Mailing Address	R&D BROTHERS ENTERPRISES LLC	Ag Land Value	\$0	Date	10/26/2017		\$105,000	UNQUAL/NOT EXPOSED TO OPEN-MKT		U
Property Class	SINGLE FAM	Address	101 E JOHN SIMS HWY NICEVILLE, FL 32578	Building Value	\$34,575		7/11/2008	\$100		QUAL/CREDIBLE, VERIF/DOC/EVIDEN		U
Taxing District	6			Misc Value	\$0							
				Just Value	\$97,688							
				Assessed Value	\$82,643							
				Exempt Value	\$0							
				Taxable Value	\$82,643							

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ORDINANCE NO. 23-11-02

AN ORDINANCE ANNEXING TO THE CITY OF NICEVILLE, FLORIDA, CONTIGUOUS LANDS DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR PROPER ADVERTISEMENT PURSUANT TO §171.044, FLORIDA STATUTES; PROVIDING THAT THE PROPERTY WILL BE ZONED R-1B, RESIDENTIAL SINGLE FAMILY AND HAVE A FUTURE LAND USE OF MDR, MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR FILING WITH THE CLERK OF COURT, OKALOOSA COUNTY AND THE DEPARTMENT OF STATE.

WHEREAS, the City Council of the City of Niceville, Florida has been presented with a written request signed by the owner of real property requesting that their unincorporated land be annexed and incorporated by the City and that said property be zoned R-1B, Residential Single Family with a future land use of MDR, Medium Density Residential; and

WHEREAS, notice of public hearing concerning said annexation has been duly publicized and said hearing having been held this date and that the Council has considered the objections, if any, made by various citizens.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Council for Niceville, Florida;

SECTION 1. The following described unincorporated area contiguous to the City of Niceville, Florida, be and is hereby annexed to the City:

Lot 5, Block 16 PLAT OF VALPARAISO REALTY COMPANY'S PINE CREST ADDITION TO VALPARISO, FLORIDA, SHEET NO. 1, SUBDIVISION NO'S. 2-3, according to the plat thereof as recorded in Plat Book 1, Page 48, Public Records of Okaloosa County, Florida.

Parcel ID: 05-1S-22-256B-0016-0050

Property Address: 919 47th St., Niceville, Florida 32578

SECTION 2. That the boundary line of the City of Niceville, Florida shall be redefined to include the area as defined in Section 1 of this Ordinance.

SECTION 3. In order to comply with the provisions of §171.044, Florida Statutes, a notice of this annexation shall be published once each week for two (2) consecutive weeks in a newspaper published in Okaloosa County, Florida, and shall give the Ordinance number and a brief general description of the area proposed to be annexed.

SECTION 4. The property hereby annexed is hereby zoned R-1B, Residential Single Family and have a future land use of MDR, Medium Density Residential; and the official zoning map is amended to reflect such zoning.

SECTION 5. This Ordinance is declared severable and any provision declared invalid shall not affect the other provisions hereof.

SECTION 6. After its enactment, a copy of said Ordinance shall be filed with the Clerk of the Circuit Court of Okaloosa County, Florida, the Chief Administration Officer of Okaloosa County and with the Department of State, within seven (7) days of adoption of this Ordinance.

PASSED AND ENACTED in regular session upon this second and final reading this 14th day of November, 2023.

MAYOR

ATTEST:

CITY CLERK

1. 2.1.1 - Trim the tree overhanging roof.

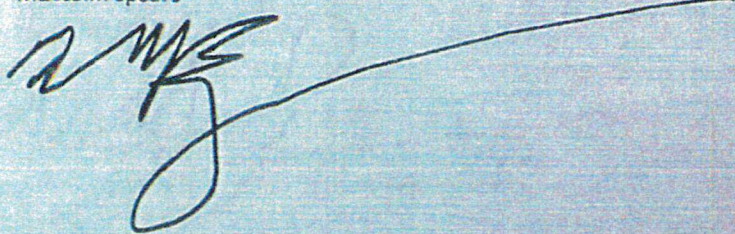
September 13, 2023

Ms. Frankie,

I am requesting the property located at 919 47th St (Parcels
05-15-22-256B-0016-0050 And 05-15-22-256B-0016-0060) Niceville be annexed into the city of Niceville.

Thank you,

Malcolm Spears



RIB

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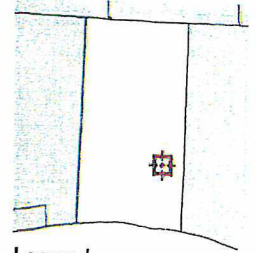
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Overview



Legend

- Parcels
- Roads
- Water
- City Labels

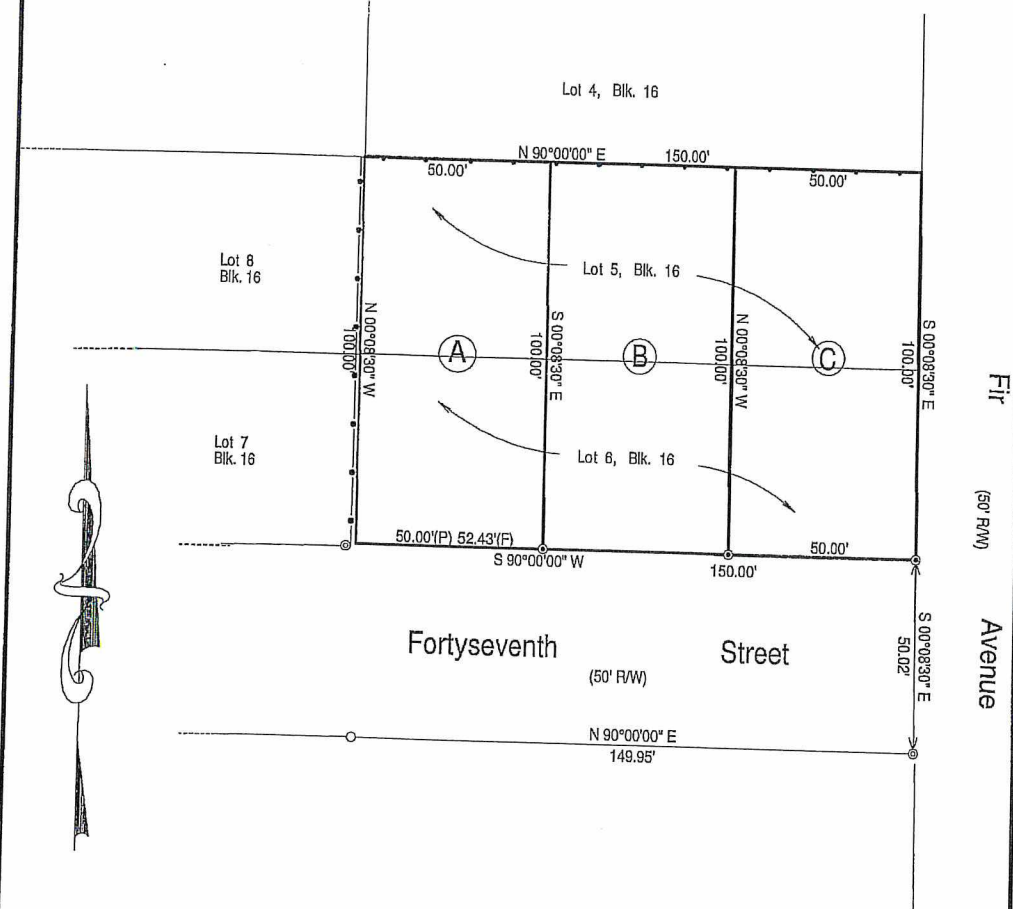
Parcel ID	05-15-22-256B-0016-0050	Physical Address	919 47TH ST NICEVILLE	Land Value	\$57,274	Last 2 Sales			
Acres (GIS)	0.34	Mailing Address	GRAND AMERICAN ENTERPRISES INC 301 ANTIGUA WAY NICEVILLE, FL 32578	Ag Land Value	\$0	Date	9/6/2023	Price	\$145000
Property Class	SINGLE FAM			Building Value	\$201,452	Date	6/30/2023	Price	\$179000
Taxing District	15			Misc Value	\$12,056			Reason	QUAL/MULT-PROP W/MULT-TAXIDS
				Just Value	\$270,782				UNQUAL/NOT EXPOSED TO OPEN-MKT
				Assessed Value	\$216,502			Qual	Q
				Exempt Value	\$0				U
				Taxable Value	\$216,502				

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PARCEL A: The West 50 feet of Lot 6, Block 16, and the West 50 feet of Lot 5, Block 16 Pinecrest Addition, Plat Book 1, Page 48, Okaloosa County, Florida.

PARCEL B: The East 50 feet of the West 100 feet of Lot 5, Block 16, and the East 50 of West 100 feet of Lot 6, Block 16, Pinecrest Addition, Plat Book 1, Page 48, Okaloosa County, Florida.

PARCEL C: The East 50 feet of Lot 5, Block 16, Pinecrest Addition, Plat Book 1, Page 48 Okaloosa County, Florida and the East 50 feet of Lot 6, Block 16, Pinecrest Addition, Plat Book 1, Page 48, Okaloosa County, Florida.



Survey Ordered By: _____		Type of Survey: <input type="checkbox"/> Boundary <input type="checkbox"/> As-built <input type="checkbox"/> Topographical <input type="checkbox"/> Specific Purpose	
Property lies in Zone _____ as per FEMA Flood Insurance Rate Map # _____ dated _____		Bearing Basis: _____	
Field Book _____ Pg. _____		Revisions	
<p>ABBREVIATIONS</p> <p>Fd.....Found I.P.....Iron pipe I.R.....Iron rod C.M.....Concrete marker P.....Plat BSL.....Building set-back line R/W.....Right of Way L.B.....Land Surveyor Business PCP.....Permanent control point PRM.....Permanent reference marker PSM.....Professional Surveyor and Mapper F.....Field measurement D.....Deed call</p>		<p>NOTES</p> <p>Internal Improvements not located except as shown. Underground easements and foundations, if any, not located.</p> <p>There may be instruments of record unknown to me that may affect boundary.</p> <p>No search of the public records has been done by me to determine ambiguities or defects in title.</p> <p>Property may be subject to setbacks, easements, or other restrictions of record.</p> <p>This survey in no way conveys ownership.</p> <p>Subject property may contain wellands and thereby subject to state jurisdictions. No welland boundary has been performed except as shown.</p> <p>THE SURVEY DEPICTED HEREON IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.</p>	
<p>LEGEND</p> <p>●.....Set I.R. & Cap #4418 ◎.....Fd. I.R. & Cap # _____ ○.....Fd. I.R. (No #) ⊗.....Fd. Conc. Marker # _____ □.....Fd. Conc. Marker (No #) ○.....Chain link fence —//—.....Board fence —x—.....Wire field fence ⊖.....Utility pole</p>		<p>CERTIFIED CORRECT TO</p>	
<p>Michael Heath 212 Whiteoak Ave. Crestview, FL 32536 (850)398-3065</p>		<p>Date _____</p>	
<p>NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEOR AND MAPPER</p>		<p>SEAL</p>	
Job No. _____			

RESOLUTION NO. 23-11-01

A RESOLUTION AUTHORIZING A PROPERTY EXCHANGE AGREEMENT BETWEEN THE CITY OF NICEVILLE AND BERKELEY PROPERTIES, LLC. WHEREBY THE CITY OF NICEVILLE WILL EXCHANGE A PORTION OF THE PROPERTY UNDER, PARCEL ID NO. 07-1S-22-2520-0002-0100 FOR A PORTION OF AVCON PROPERTY, PARCEL ID NO. 07-1S-22-2520-0002-0040 LOCATED IN NICEVILLE, OKALOOSA COUNTY, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPERTY EXCHANGE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Niceville and Berkeley Properties, LLC. have agreed to a property exchange agreement for a portion of the property owned by them, located at 322 Bayshore Dr., Niceville, Florida 32578, Parcel ID No. 07-1S-22-2520-0002-0100 (City property) and the property located at 320 Bayshore Dr., Niceville, Florida 32578, Parcel ID No. 07-1S-22-2520-0002-0040 (AVCON property), and

WHEREAS, the City Council has been advised that notice of public hearing concerning same has been duly publicized and hearing being held this date, and

WHEREAS, objections, if any, have been voiced and considered to the granting of the property exchange agreement between Berkeley Properties, LLC. and the City of Niceville, and

WHEREAS, there are no other concerned parties or property owners involved that raised any objection to the property exchange between the City of Niceville and Berkeley Properties, LLC., and

WHEREAS, there are no public utility providers affected by the exchange of said properties and the City will have access to any and all City utility needs and/or services, if any, in the future under this property exchange agreement, and

WHEREAS, no public interest will be adversely affected by this property exchange agreement, and

WHEREAS, The City of Niceville and Berkeley Properties, LLC. shall hereinafter accept title, interest, ownership and all other responsibilities to the said properties exchanged, and

NOW, THEREFORE, BE IT RESOLVED by the City of Niceville, Florida:

Section 1. The City of Niceville, Florida, hereby exchanges its property as set forth in Exhibit “C” (Survey) and more particularly described as follows:

SEE EXHIBIT “B”

Section 2. Berkeley Properties, LLC., hereby exchanges its property as set forth in Exhibit “C” (Survey) and more particularly described as follows:

SEE EXHIBIT “A”

Section 3. The City Manager, is hereby authorized to execute the property exchange agreement and any other documents to effectuate the property exchange.

Section 4. There are no public utility providers affected by the exchange of said properties and the City will have access to any and all City utility needs and/or services, if any, in the future under this property exchange agreement.

Section 5. There are no other concerned parties or property owners involved that raised any objection to the property exchange between the City of Niceville and Berkeley Properties, LLC.

Section 6. The City of Niceville and Berkeley Properties, LLC. shall hereinafter accept title, interest, ownership and all other responsibilities to the said properties exchanged.

Section 7. This Resolution shall become effective upon adoption, and final approval in accordance with the City Charter.

ADOPTED in regular session this 14th day of November, 2023.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
AVCON, Inc Property

PARCEL1A

A PARCEL OF LAND, LYING IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING A PORTION OF BLOCK 2, PLAT OF NICEVILLE (P.B. 1, P. 39), LYING EAST OF ARMSTRONG AVENUE (33-FOOT-WIDE PUBLIC RIGHT-OF-WAY), NORTH OF BAYSHORE DRIVE (40-FOOT PUBLIC RIGHT-OF-WAY) AND WEST OF EDGE AVENUE (40-FOOT PUBLIC RIGHT-OF-WAY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 2 OF THE AFORESAID PLAT OF NICEVILLE, SAID POINT ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF THE AFORESAID ARMSTRONG AVENUE AND THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID BAYSHORE DRIVE; THENCE PROCEEDS N 32° 13' 58" E, ON SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 98.99 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY PROCEED N 50° 21' 46" E, A DISTANCE OF 109.83 FEET; THENCE S 49° 07' 37" E, A DISTANCE OF 50.51 FEET; THENCE S 48° 50' 44" W, A DISTANCE OF 122.96 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF BAYSHORE DRIVE; THENCE PROCEED N 34° 30' 27" W, ON SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 53.29 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.14 ACRES, MORE OR LESS.

EXHIBIT B
City of Niceville Property

PARCEL 2A

A PARCEL OF LAND, LYING IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING A PORTION OF BLOCK 2 PLAT OF NICEVILLE (P.B. 8. 1, P. 39), LYING EAST OF ARMSTRONG AVENUE (33-FOOT-WIDE PUBLIC RIGHT-OF-WAY), NORTH OF BAYSHORE DRIVE (40 FOOT PUBLIC RIGHT-OF-WAY) AND WEST OF EDGE AVENUE (40 FOOT PUBLIC RIGHT-OF-WAY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 2 OF THE AFORESAID PLAT OF NICEVILLE, SAID POINT ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF THE AFORESAID ARMSTRONG AVENUE AND THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID BAYSHORE DRIVE; THENCE PROCEED ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) CALLS:

(1) S 32° 13' 58" E, A DISTANCE OF 98.99 FEET;
(2) S 34° 30' 21" E, A DISTANCE OF 122.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE PROCEED N 44° 54' 18" E, A DISTANCE OF 63.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 48° 38' 24" E A DISTANCE OF 77.24 FEET; THENCE S 49° 07' 37" E, A DISTANCE OF 60.02 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF THE AFORESAID EDGE AVENUE; THENCE S 31° 47' 42" W, ON SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 90.48 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE PROCEED N 40° 31' 36" W, A DISTANCE OF 85.70 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.14 ACRES, MORE OR LESS.

REAL PROPERTY EXCHANGE AGREEMENT

THIS AGREEMENT is made effective as of the _____ day of November 2023, by and between the **CITY OF NICEVILLE, FLORIDA**, a governmental entity existing under the laws of the State of Florida, whose address is 208 Partin Drive N., Niceville, Florida 32578 (the "City") and **BERKELEY PROPERTIES, LLC., A ~~FLORIDA-FLORIDA~~ CORPORATION** a body corporate pursuant to §1001.40, *Florida Statutes*, whose address is ~~320 Bayshore Drive, Suite A, Niceville, Florida 32578~~ 5555 East Michigan St. Suite 200, Orlando, Florida 32822 ("Berkeley Properties, LLC.").

BACKGROUND FACTS

Berkeley Properties, LLC. is the owner of that certain real property described in Exhibit A attached hereto (the "AVCON Property") and as shown on the boundary survey, Exhibit C attached hereto. The City is the owner of that certain real property described on Exhibit B attached hereto (the "City Property") and as shown on the boundary survey, Exhibit C attached hereto. The City and Berkeley Properties, LLC. desire to exchange properties so that the City Property is conveyed by the City to the Berkeley Properties, LLC. in exchange for the conveyance of the AVCON Property by Berkeley Properties, LLC. to the City in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual agreements herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Berkeley Properties, LLC. intending to be legally bound agree to exchange the Properties (as hereinafter defined) on the following terms and conditions:

2. EXCHANGE OF PROPERTIES AND CLOSING COSTS

2.1 Exchange of Properties. The City and Berkeley Properties, LLC. will exchange the Properties with no cash payment due from either party to the other for valuable consideration mutually received.

2.2 Closing Costs.

- (a) The City shall pay:
 - (1) The City's attorneys' fees relating to the exchange of the Properties;
 - (2) Owner's Title Insurance premium for the City Property and the AVCON Property;
 - (3) Survey of the City Property and the AVCON Property; and
 - (4) All other closing costs relating to either the City Property or the AVCON Property (other than any costs of curing any Title Defects which shall be paid solely by the then current owner of such property), including, without limitation, documentary stamp taxes, and recording costs.
- (b) Berkeley Properties, LLC. shall pay its attorneys' fees relating to the exchange of

the Properties.

3. CLOSING

3.1 Time and Place of Closing. The Closing shall take place at Okaloosa Title and Abstract Company, 402 Main St., Crestview, Florida 32536. on or before November 30, 2023.

4. WARRANTIES, REPRESENTATIONS AND COVENANTS

4.1 City's Warranties, Representations and Covenants. The City hereby warrants and represents to, and covenants and agrees with Berkeley Properties, LLC. as follows:

- (a) Organization; Authority. The City is a Florida governmental entity under the laws of the State of Florida, validly existing and in good standing under the laws of Florida and has full power and authority to enter into and perform this Agreement in accordance with its terms and the persons executing this Agreement and any closing documents have been duly authorized to do so on behalf of the City.
- (b) Title. The City is the owner in fee simple of all of the City Property subject only to the City Permitted Exceptions, except for liens or encumbrances to be released, terminated or satisfied at or prior to the Closing.
- (c) Commissions. The City has neither dealt with nor does it have any knowledge of any broker or other party who has or may have any claim against the City or the Properties for a brokerage commission or finder's fee or like payment arising out of or in connection with the transaction provided herein and the City agrees to indemnify Berkeley Properties, LLC. from any such claim arising by, through or under the City.
- (d) Sale Agreements. The City Property is not subject to any outstanding agreement(s) for sale, option(s), or other right(s) of third parties to acquire any interest therein.
- (e) Litigation. There is no litigation or proceeding pending, or to the City's knowledge, threatened against the City relating to the City's Property as described on Exhibit B.
- (f) Leases. There are no Leases affecting the City Property.
- (g) Contracts. Except for the City Permitted Exceptions, there are no management, service, maintenance, utility or other contracts or agreements affecting the City Property, oral or written, which extend beyond the Closing Date and which would bind the City or encumber the City's Property after the Closing.
- (h) Condemnation. Neither the whole nor any portion of City's Property, including access thereto or any easement benefiting the City Property, is subject to temporary requisition of use by any governmental authority or has been condemned, or taken in any proceeding similar to a condemnation proceeding, nor is there now pending any condemnation, expropriation, requisition or similar proceeding against the City Property or any portion thereof. The City has received no notice nor has any knowledge that any such proceeding is contemplated.

- (i) Governmental Matters. The City has not entered into any commitments or agreements with any governmental authorities or agencies affecting the City Property that have not been disclosed in writing to Berkeley Properties, LLC. and the City has received no notices from any such governmental authorities or agencies of uncured violations at the City Property of building, fire, air pollution or zoning codes, rules, ordinances or regulations, environmental and hazardous substances laws, or other rules, ordinances or regulations relating to the City Property.
- (j) Existing Documentation. The City will deliver to Berkeley Properties, LLC. within ten (10) days after the execution of this Agreement by both parties any and all existing surveys, topographical maps, soil borings, engineering studies, environmental assessments and any supporting documentation related thereto concerning the City Property, if requested by Berkeley Properties, LLC.

4.2 Berkeley Properties, LLC.'s Warranties, Representations and Covenants. Berkeley Properties, LLC. hereby warrants and represents to, and covenants and agrees with, the City the following as of the date of this Agreement and as of the Closing:

- (a) Organization; Authority. Berkeley Properties, LLC. is a duly organized, validly existing for-profit corporation in good standing under the laws of Florida and Berkeley Properties, LLC. has full power and authority to enter into and perform this Agreement in accordance with its terms and the persons executing this Agreement and any closing documents have been duly authorized to do so on behalf of Berkeley Properties, LLC.
- (b) Title. Berkeley Properties, LLC. is the owner in fee simple of all of the AVCON Property, except for liens or encumbrances to be released, terminated or satisfied at or prior to the Closing.
- (c) Commissions. Berkeley Properties, LLC. has neither dealt with nor does it have any knowledge of any broker or other party who has or may have any claim against Berkeley Properties, LLC. or the Properties for a brokerage commission or finder's fee or like payment arising out of or in connection with the transaction provided herein and Berkeley Properties, LLC. agrees to indemnify the City from any such claim arising by, through or under Berkeley Properties, LLC.
- (d) Sale Agreements. The AVCON Property is not subject to any outstanding agreement(s) for sale, option(s), or other right(s) of third parties to acquire any interest therein, except for Berkeley Properties, LLC.'s Permitted Exceptions.
- (e) Litigation. There is no litigation or proceeding pending, or to Berkeley Properties, LLC.'s knowledge, threatened against Berkeley Properties, LLC. relating to the AVCON Property as described on Exhibit A.
- (f) Leases. There are no Leases affecting the AVCON Property.
- (g) Contracts. There are no management, service, maintenance, utility or other contracts or agreements affecting the AVCON Property, oral or written, which extend beyond the Closing Date and which would bind Berkeley Properties, LLC. or encumber the AVCON Property after the Closing.
- (h) Condemnation. Neither the whole nor any portion of the AVCON Property, including access thereto or any easement benefiting the AVCON Property, is subject to temporary requisition of use by any governmental authority or has been condemned, or taken in any proceeding similar to a condemnation proceeding, nor is there now pending any condemnation, expropriation, requisition or similar proceeding against the AVCON Property or any portion thereof. Berkeley Properties, LLC. has received no notice nor has any knowledge that any such proceeding is contemplated.
- (i) Governmental Matters. Berkeley Properties, LLC. has not entered into any commitments or agreements with any governmental authorities or agencies affecting the AVCON Property that have not been disclosed in writing to the City and Berkeley Properties, LLC. has received no notices from any such governmental authorities or agencies of uncured violations at the AVCON Property of building, fire, air pollution or zoning codes, rules, ordinances or regulations, environmental and hazardous substances laws, or

- other rules, ordinances or regulations relating to the AVCON Property.
- (j) Existing Documentation. Berkeley Properties, LLC. will deliver to the City within ten (10) days after the execution of this Agreement by both parties any and all existing surveys, topographical maps, soil borings, engineering studies, environmental assessments and any supporting documentation related thereto concerning the AVCON Property, if requested by the City.

4.3 Entry and Inspection. Prior to the Closing, each party shall make its Property available for inspection by the other party and its agents during normal business hours and upon reasonable notice. Each party may, at its sole risk and expense, undertake a complete physical inspection of the other party's Property; provided, however, that any such inspection does not cause any permanent damage to the Property.

All such inspections, investigations and examinations shall be undertaken at the inspecting party's sole cost and expense. After completing any inspections, the inspecting party shall restore and repair any damage caused by such inspections, and each inspecting party hereby agrees to indemnify and hold the other party (the "Current Land Owner") harmless from any and all claims made or causes of action brought against Current Land Owner or its Property resulting from the activities of the inspecting party or any of its agents, servants or invites in conducting any of the inspections, investigations or examinations on the Property.

The terms of this Section 4.3 shall survive the Closing or the termination of this Agreement, as applicable.

5. POSSESSION

5.1 Possession. Possession of the Properties will be transferred between the parties at the conclusion of the Closing.

6. TITLE

6.1 Title Insurance. Within ten (10) days after execution of this Agreement by the last to sign of the City and Berkeley Properties, LLC., each party will deliver to the other the Title Insurance Commitment and Survey. Each party will have ten (10) business days from receipt of the Title Commitment (and legible copies of all recorded exceptions noted therein) and Survey to notify the other party in writing of any Title Defects. Any Title Defect disclosed by the Title Insurance Commitment (other than liens removable by the payment of money which the conveying party agrees in writing to pay on or before the Closing) or the Survey which is not timely specified in the written notice to the applicable party of Title Defects shall be deemed a Permitted Exception. Each party shall use diligent efforts to cure the Title Defects by the Closing Date. If either party elects not to cure or if such Title Defects are not cured, the other party shall have the right, in lieu of any other remedies, to (i) refuse to purchase the property and terminate this Agreement, (ii) extend the time for Closing thirty (30) days to afford additional time to cure such Title Defects (after which such party may proceed under (i) or (iii), if not cured), or (iii) waive such Title Defects and close the exchange of the property subject to such Title Defects.

6.2 Miscellaneous Title Matters. If a search of the title discloses judgments,

bankruptcies or other returns against other persons having names the same as or similar to that of the conveying party, such party shall on request deliver to the other party an affidavit showing that such judgments, bankruptcies or the returns are not against the conveying party. Each party further agrees to execute and deliver to the Title Insurance agent at Closing such documentation, if any, as the Title Insurance underwriter shall reasonably require to evidence that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and that there are no mechanics' liens on the Properties or parties in possession of the Properties other than the City and Berkeley Properties, LLC.

7. CONDITIONS PRECEDENT

7.1 Conditions Precedent to City's and AVCON Inc.'s Obligations. The obligations of the City and Berkeley Properties, LLC. under this Agreement are subject to satisfaction (or written waiver by the other party) of each of the following conditions or requirements on or before the Closing Date:

- (a) Each party's warranties and representations under this Agreement shall be true and correct, and neither party shall be in default hereunder.
- (b) All obligations of the parties contained in this Agreement, shall have been fully performed in all material respects and neither party shall be in default under any covenant, restriction, right-of-way or easement affecting the Properties.
- (c) A Title Insurance Commitment shall have been issued, subject only to Permitted Exceptions.
- (d) The conveying party shall have delivered to the grantee the following in form reasonably satisfactory to the grantee:
 - (i) Special Warranty deed in proper form for recording, duly executed and acknowledged so as to convey to the grantee the fee simple title to the City Property or the AVCON Property, as applicable, subject only to the Permitted Exceptions;
 - (1) An owner's affidavit, non-foreign affidavit and such further instruments of conveyance, transfer and assignment or other documents as may reasonably be required by the grantee or its counsel in order to effectuate the provisions of this Agreement and the transactions contemplated herein; and
 - (2) Such other documents as the grantee may reasonably request to effect the transactions contemplated by this Agreement.

In the event that all of the foregoing provisions of this Section 7.1 are not satisfied and the non-defaulting party elects in writing to terminate this Agreement, then neither party shall have any further claim against the other by reasons of this Agreement, except as provided in Article 8 ("Breach; Remedies").

7.2 Covenant. The City and Berkeley Properties, LLC. each agree to use all reasonable efforts to satisfy all conditions to the other's obligations and to consummate the transactions contemplated herein.

8. BREACH; REMEDIES

8.1 Breach by the City. In the event of a material breach of the City's covenants or warranties herein and failure by the City to cure such breach within the time provided for Closing, Berkeley Properties, LLC. may, at Berkeley Properties, LLC.'s election (i) terminate this Agreement; (ii) enforce this Agreement by suit for specific performance; or (iii) waive such breach and close the exchange contemplated hereby, notwithstanding such breach.

8.2 Breach by Berkeley Properties, LLC. In the event of a material breach of Berkeley Properties, LLC.'s covenants or warranties herein and failure of Berkeley Properties, LLC. to cure such breach within the time provided for Closing, the City may, at the City's election (i) terminate this Agreement; (ii) enforce this Agreement by suit for specific performance; or (iii) waive such breach and close the exchange contemplated hereby, notwithstanding such breach.

9. MISCELLANEOUS

9.1 Entire Agreement. This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended or otherwise changed in any manner except by a writing executed by the City and Berkeley Properties, LLC.

9.2 Modification. The parties contemplate that there may be an adjustment of the boundary lines relative to size, shape and configuration of each of the respective properties and in anticipation thereof, nothing in paragraph 9.1 above shall prevent or exclude a modification of the boundary/property lines provided such modification is agreed to by both parties, determined by updated survey and in writing signed by both parties.

9.3 Assignment. Neither party may assign its rights under this Agreement to any person, firm, corporation or other entity without the other party's consent.

9.4 Notices. All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement may be served (as an alternative to personal service) by registered or certified mail, overnight courier service or facsimile (followed promptly by hard copy) at the addresses set forth below:

As to Berkeley Properties, LLC.:

AVCON, Inc.
Attn: Virgil C. "Lee" Lewis
320 Bayshore drive, Suite A
Niceville, Florida 32578
Email: vclewis@avconinc.com

As to The City: The City of Niceville, Florida
 Attn: David Deich, City Manager
 208 N. Partin Drive
 Niceville, Florida 32578
 Email: ddeitch@nicevillefl.gov

Any such notice or demand so served by registered or certified mail or overnight courier shall be sent with postage or charges thereon fully prepaid and addressed to the party to be served at the addresses set forth above.

9.5 Headings. The titles and headings of the various sections hereof are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain or place any construction on any of the provisions of this Agreement.

9.6 Validity. If any of the provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement by the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.7 Attorneys' Fees. In the event of any litigation between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, whether or not incurred in trial or on appeal, incurred therein by the successful party, all of which may be included in and as a part of the judgment rendered in such litigation. Any indemnity provisions herein shall include indemnification for reasonable attorneys' fees and costs, whether or not suit be brought and including fees and costs on appeal.

9.8 Time of Essence. Time is of the essence of this Agreement.

9.9 Governing Law. This Agreement shall be governed by the laws of Florida and the parties hereto agree that any litigation between the parties hereto relating to this Agreement shall take place (unless otherwise required by law) in a court located in Okaloosa County, State of Florida. Each party waives its right to jurisdiction or venue in any other location.

9.10 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No third parties, including any brokers or creditors, shall be beneficiaries hereof.

9.11 Exhibits. All exhibits attached hereto are incorporated herein by reference to the same extent as though such exhibits were included in the body of this Agreement verbatim.

9.12 Gender; Plural; Singular; Terms. A reference in this Agreement to any gender, masculine, feminine or neuter, shall be deemed a reference to the other, and the singular shall be deemed to include the plural and vice versa, unless the context otherwise requires. The terms "herein," "hereof," "hereunder," and other words of a similar nature mean and refer to this Agreement as a whole and not merely to the specified section or clause in which the respective word appears unless expressly so stated.

9.13 Further Instruments, etc. Each party shall, at or after Closing, execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

9.14 Survival. The obligations of the City and Berkeley Properties, LLC. intended to be performed after the Closing, if any, shall survive the closing.

The parties hereto have executed this Agreement on the dates indicated below to be effective as of the day and year of the last party to execute the Agreement.

CITY OF NICEVILLE, FLORIDA,

ATTEST:

By: _____
Daniel Doucet, City Clerk

By: _____
David Deitch, City Manager

Berkeley Properties, LLC.

ATTEST:

By: _____
Corporate Secretary

By: _____
Virgil C. "Lee" Lewis, Vice President

EXHIBIT A
AVCON, Inc Property

PARCEL1A

A PARCEL OF LAND, LYING IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING A PORTION OF BLOCK 2, PLAT OF NICEVILLE (P.B. 1, P. 39), LYING EAST OF ARMSTRONG AVENUE (33-FOOT-WIDE PUBLIC RIGHT-OF-WAY), NORTH OF BAYSHORE DRIVE (40-FOOT PUBLIC RIGHT-OF-WAY) AND WEST OF EDGE AVENUE (40-FOOT PUBLIC RIGHT-OF-WAY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 2 OF THE AFORESAID PLAT OF NICEVILLE, SAID POINT ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF THE AFORESAID ARMSTRONG AVENUE AND THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID BAYSHORE DRIVE; THENCE PROCEEDS N 32° 13' 58" E, ON SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 98.99 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY PROCEED N 50° 21' 46" E, A DISTANCE OF 109.83 FEET; THENCE S 49° 07' 37" E, A DISTANCE OF 50.51 FEET; THENCE S 48° 50' 44" W, A DISTANCE OF 122.96 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF BAYSHORE DRIVE; THENCE PROCEED N 34° 30' 27" W, ON SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 53.29 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.14 ACRES, MORE OR LESS.

EXHIBIT B
City of Niceville Property

PARCEL 2A

A PARCEL OF LAND, LYING IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING A PORTION OF BLOCK 2 PLAT OF NICEVILLE (P.B. 8. 1, P. 39), LYING EAST OF ARMSTRONG AVENUE (33-FOOT-WIDE PUBLIC RIGHT-OF-WAY), NORTH OF BAYSHORE DRIVE (40 FOOT PUBLIC RIGHT-OF-WAY) AND WEST OF EDGE AVENUE (40 FOOT PUBLIC RIGHT-OF-WAY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 2 OF THE AFORESAID PLAT OF NICEVILLE, SAID POINT ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF THE AFORESAID ARMSTRONG AVENUE AND THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID BAYSHORE DRIVE; THENCE PROCEED ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) CALLS:

- (1) S 32° 13' 58" E, A DISTANCE OF 98.99 FEET;
- (2) S 34° 30' 21" E, A DISTANCE OF 122.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE PROCEED N 44° 54' 18" E, A DISTANCE OF 63.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 48° 38' 24" E A DISTANCE OF 77.24 FEET; THENCE S 49° 07' 37" E, A DISTANCE OF 60.02 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF THE AFORESAID EDGE AVENUE; THENCE S 31° 47' 42" W, ON SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 90.48 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE PROCEED N 40° 31' 36" W, A DISTANCE OF 85.70 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.14 ACRES, MORE OR LESS.

Clk's Rec. Fee: \$
St. Doc. Stamp Tax: \$
TOTAL: \$

THIS DEED PREPARED BY
Dixie Dan Powell, Esq.
Powell Injury Law, P.A.
2033 W. James Lee Blvd.
Crestview, Florida 32536

STATE OF FLORIDA)

COUNTY OF OKALOOSA)

Corporate Warranty Deed

THIS CORPORATE WARRANTY DEED made this ___ day of _____, 2023 by **AVCON, Inc., a Florida corporation** and whose post office address is 320 Bayshore Drive, Suite A, Niceville, Florida 32578, hereinafter called GRANTOR, to the **City of Niceville, Florida, a municipal corporation of the State of Florida**, whose post office address is 208 N. Partin Drive, Niceville, Florida 32578, hereinafter called GRANTEE:

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

WITNESSETH: *That the grantor, for an in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee that certain land situate in Okaloosa County, Florida, to wit:*

As contained in Exhibit "A" which is attached hereto and by reference made a part hereof.

Parcel ID No.: 07-1S-22-2520-0002-0040

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

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

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

AND *the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.*

IN WITNESS WHEREOF, *the said Grantor has caused this instrument to be executed in tis name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.*

Signed, sealed and delivered in our presence:

Witness Signature

Print Name

Witness Signature

Print Name

AVCON INC.

By: _____
Virgil C. "Lee" Lewis
Its: Vice President

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF OKALOOSA)

The forgoing instrument was acknowledged before me this _____ day of _____, 2023, by Virgil C. "Lee" Lewis, the Vice President of AVCON, INC. A corporation existing under the laws of the State of Florida, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
(Print Name)
My Commission Expires:

Clk's Rec. Fee: \$
St. Doc. Stamp Tax: \$
TOTAL: \$

THIS DEED PREPARED BY
Dixie Dan Powell, Esq.
Powell Injury Law, P.A.
2033 W. James Lee Blvd.
Crestview, Florida 32536

STATE OF FLORIDA)

COUNTY OF OKALOOSA)

Corporate Warranty Deed

THIS CORPORATE WARRANTY DEED made this ___ day of _____, 2023 by **City of Niceville, Florida, a municipal corporation of the State of Florida**, whose post office address is 208 N. Partin Drive, Niceville, Florida 32578, hereinafter called GRANTOR, to the **AVCON, Inc., a Florida corporation** and whose post office address is 320 Bayshore Drive, Suite A, Niceville, Florida 32578, hereinafter called GRANTEE:

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

WITNESSETH: *That the grantor, for an in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee that certain land situate in Okaloosa County, Florida, to wit:*

As contained in Exhibit "B" which is attached hereto and by reference made a part hereof.

Parcel ID No.: 07-1S-22-2520-0002-0100

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

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

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

AND *the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.*

IN WITNESS WHEREOF, *the said Grantor has caused this instrument to be executed in tis name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.*

Signed, sealed and delivered in our presence:

Witness Signature

Print Name

Witness Signature

Print Name

AVCON INC.

By: _____
David Deitch
Its: City Manager

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF OKALOOSA)

The forgoing instrument was acknowledged before me this _____ day of _____, 2023, by David Deitch, the City Manager of the city of Niceville, Florida. A corporation existing under the laws of the State of Florida, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
(Print Name)
My Commission Expires:

EXHIBIT A
AVCON, Inc Property

PARCEL1A

A PARCEL OF LAND, LYING IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING A PORTION OF BLOCK 2, PLAT OF NICEVILLE (P.B. 1, P. 39), LYING EAST OF ARMSTRONG AVENUE (33-FOOT-WIDE PUBLIC RIGHT-OF-WAY), NORTH OF BAYSHORE DRIVE (40-FOOT PUBLIC RIGHT-OF-WAY) AND WEST OF EDGE AVENUE (40-FOOT PUBLIC RIGHT-OF-WAY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINING 0.14 ACRES, MORE OR LESS.

EXHIBIT B
City of Niceville Property

PARCEL 2A

A PARCEL OF LAND, LYING IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING A PORTION OF BLOCK 2 PLAT OF NICEVILLE (P.B. 8. 1, P. 39), LYING EAST OF ARMSTRONG AVENUE (33-FOOT-WIDE PUBLIC RIGHT-OF-WAY), NORTH OF BAYSHORE DRIVE (40 FOOT PUBLIC RIGHT-OF-WAY) AND WEST OF EDGE AVENUE (40 FOOT PUBLIC RIGHT-OF-WAY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINING 0.14 ACRES, MORE OR LESS.

RESOLUTION NO. 23-11-02

A RESOLUTION AMENDING THE FISCAL YEAR 2022-2023 (FY23) ADOPTED BUDGET OF CITY OF NICEVILLE, FLORIDA, BY AMENDING THE ORIGINAL ADOPTED BUDGET TO MATCH THE FY23 NICEVILLE CRA'S AMENDED BUDGET, AS PREVIOUSLY AMENDED BY THE NICEVILLE CRA BOARD OF COMMISSIONERS; INCREASING THE TOTAL FY23 NICEVILLE CRA EXPENSES AND USE OF RESERVES, AS APPROPRIATE TO PROVIDE FOR A BALANCED BUDGET, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Niceville adopted its FY23 budget on September 22, 2022, and;

WHEREAS, the Niceville CRA is a dependent special district of the City of Niceville, and;

WHEREAS, in accordance with 189.016(5), F.S., the proposed budget of a dependent special district must be contained within the general budget of the local governing authority to which it is dependent and be clearly stated as the budget of the dependent district, and;

WHEREAS, the Board of Commissioners of the Niceville Community Redevelopment Agency (CRA) adopted a FY23 budget on September 8, 2022, and;

WHEREAS, the Board of Commissioners of the Niceville CRA subsequently amended its FY23 Budget on November 15, 2022, which caused a discrepancy of \$87,700, between the Niceville CRA's FY23 Adopted Budget, and the City's FY23 Adopted Budget and;

WHEREAS, to rectify this discrepancy and ensure accuracy and consistency, it is necessary for the City of Niceville's City Council to amend the Niceville FY23 Adopted Budget by revising the embodied FY23 Niceville CRA Budget;

NOW, THEREFORE, BE IT RESOLVED by the City of Niceville, Florida that the FY23 Niceville Budget is hereby amended, effective November 15, 2022 as follows:

- CRA Budgeted Staff expenses increase \$95,000, from \$53,000 to \$148,000
- Budgeted Engineering Services Historic Downtown expenses increase \$175,000, from \$175,000 to \$350,000
- Budgeted Landscape Design Historic Downtown expenses increase \$75,000, from \$75,000 to \$150,000

- Budgeted Dues & Subscription expenses increase \$180, from \$2,500 to \$2,680
- Budgeted Old Town Landing Capital Improvements expenditures decrease \$257,480, from \$7,881,050 to \$7,623,570
- CRA Budgeted draw on reserves increase \$87,700, from \$553,330 to \$641,030

ADOPTED in regular session this 14th day of November, 2023.

MAYOR

ATTEST:

CITY CLERK

**CITY DEPARTMENT SLIDES AND
BRIEFING PAPERS**

Daniel J. Doucet

From: David Deitch
Sent: Wednesday, November 8, 2023 7:15 AM
To: Daniel Henkel; Sal Nodjomian; Sal Nodjomian; William Schaetzle; Cathy Alley; Carl Donahoo; Abner Williams
Cc: Daniel J. Doucet
Subject: Council Meeting Slides
Attachments: Fire Department Council Updates.pptx; Police Department Council Updates - Oct 2023.pptx; Public Works Council Updates - Oct 2023.pptx

Ladies and Gentlemen,

Good morning. Attached please find our Department slides for the next city council meeting. These will also be in your binders. If you have any questions please let me know.

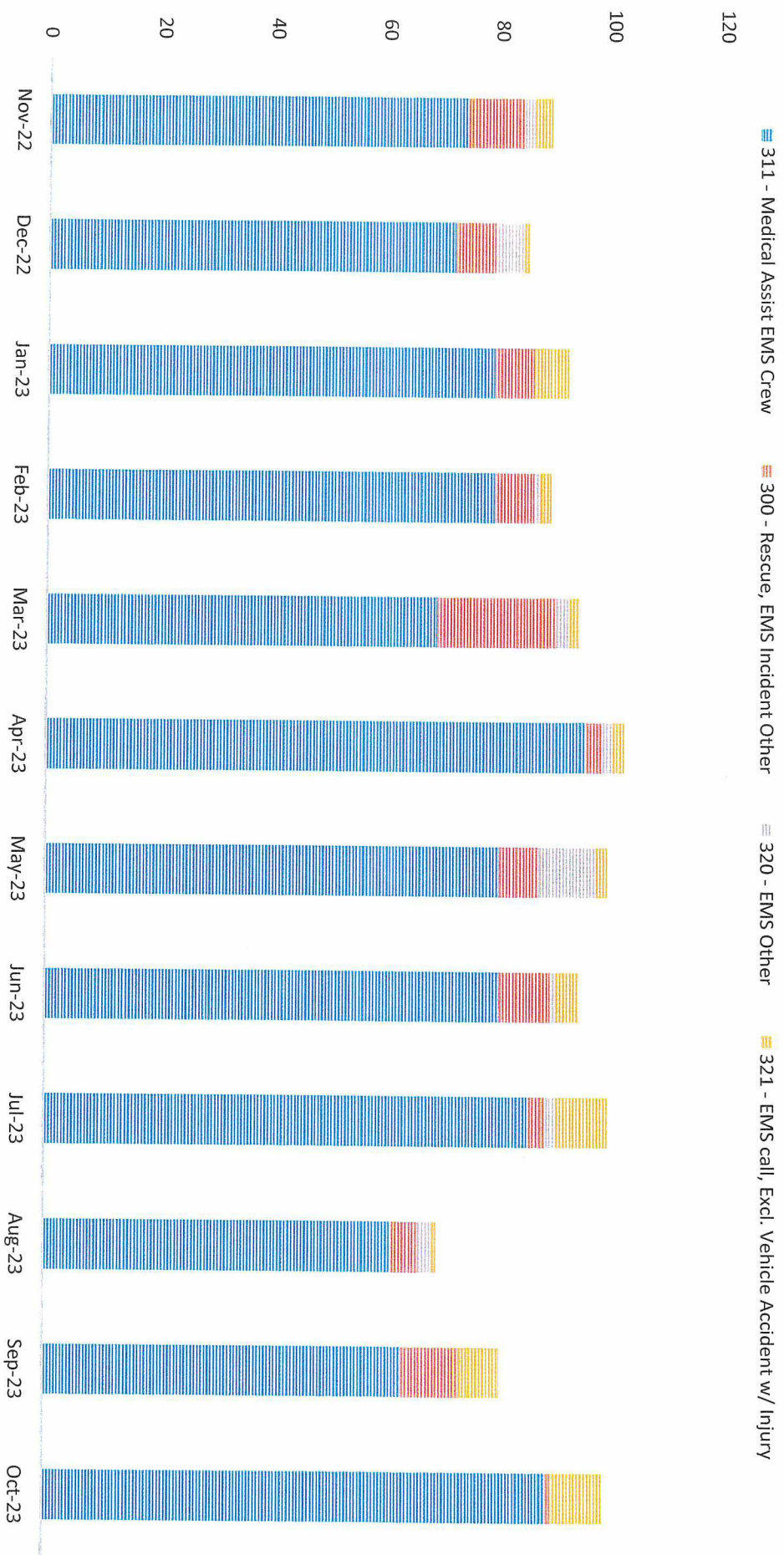
Very Respectfully,

David Deitch

City Manager
City of Niceville
208 Partin Drive North
Niceville, FL 32578
deitch@nicevillefl.gov
(850)279-6436 x1010 Phone
Business Cellphone: 850-943-0435
Personal Cellphone: 808-321-2243

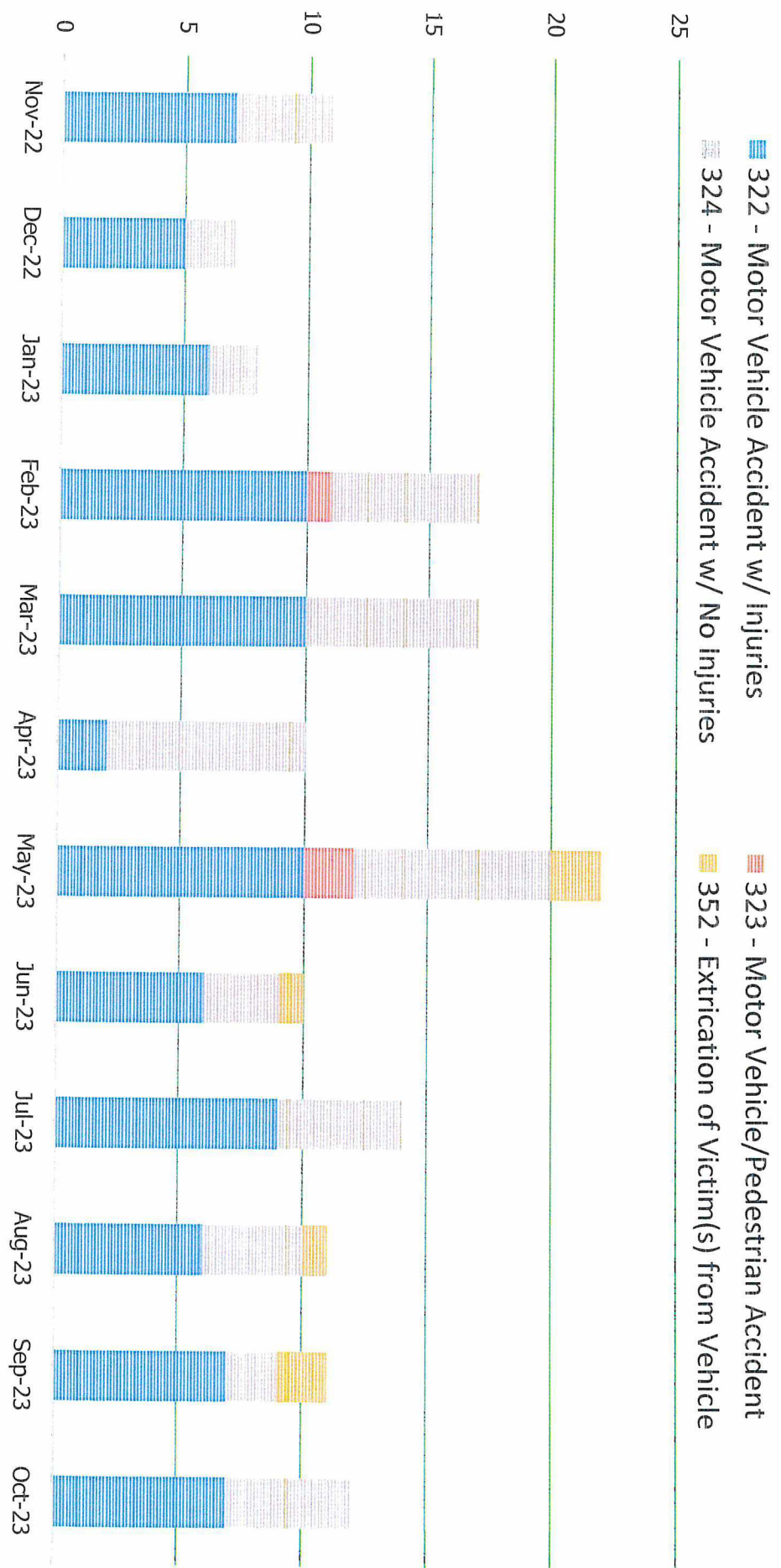
EMS – Non Vehicular

November 2022 – October 2023



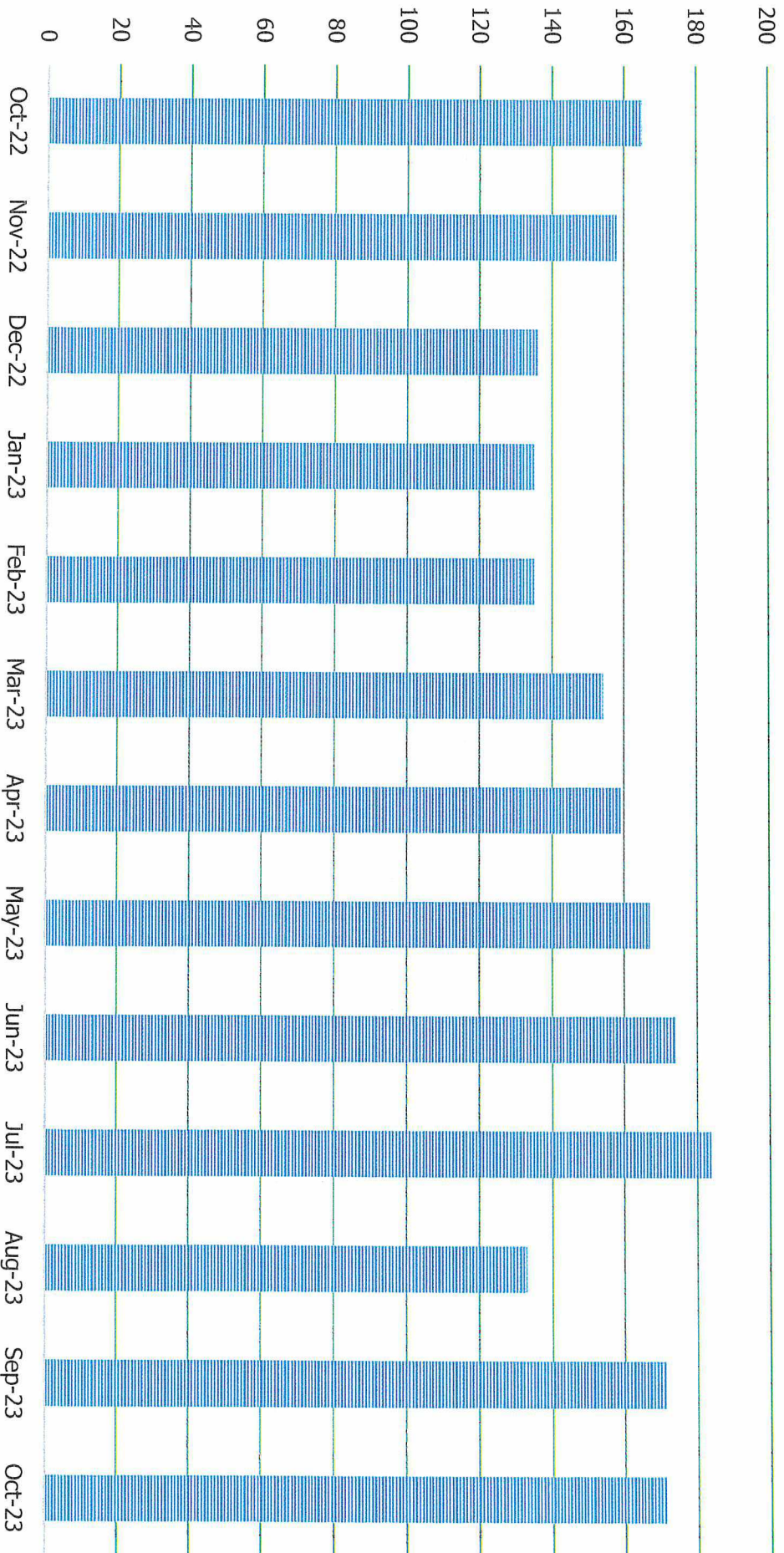
EMS – Vehicular

November 2022 – October 2023



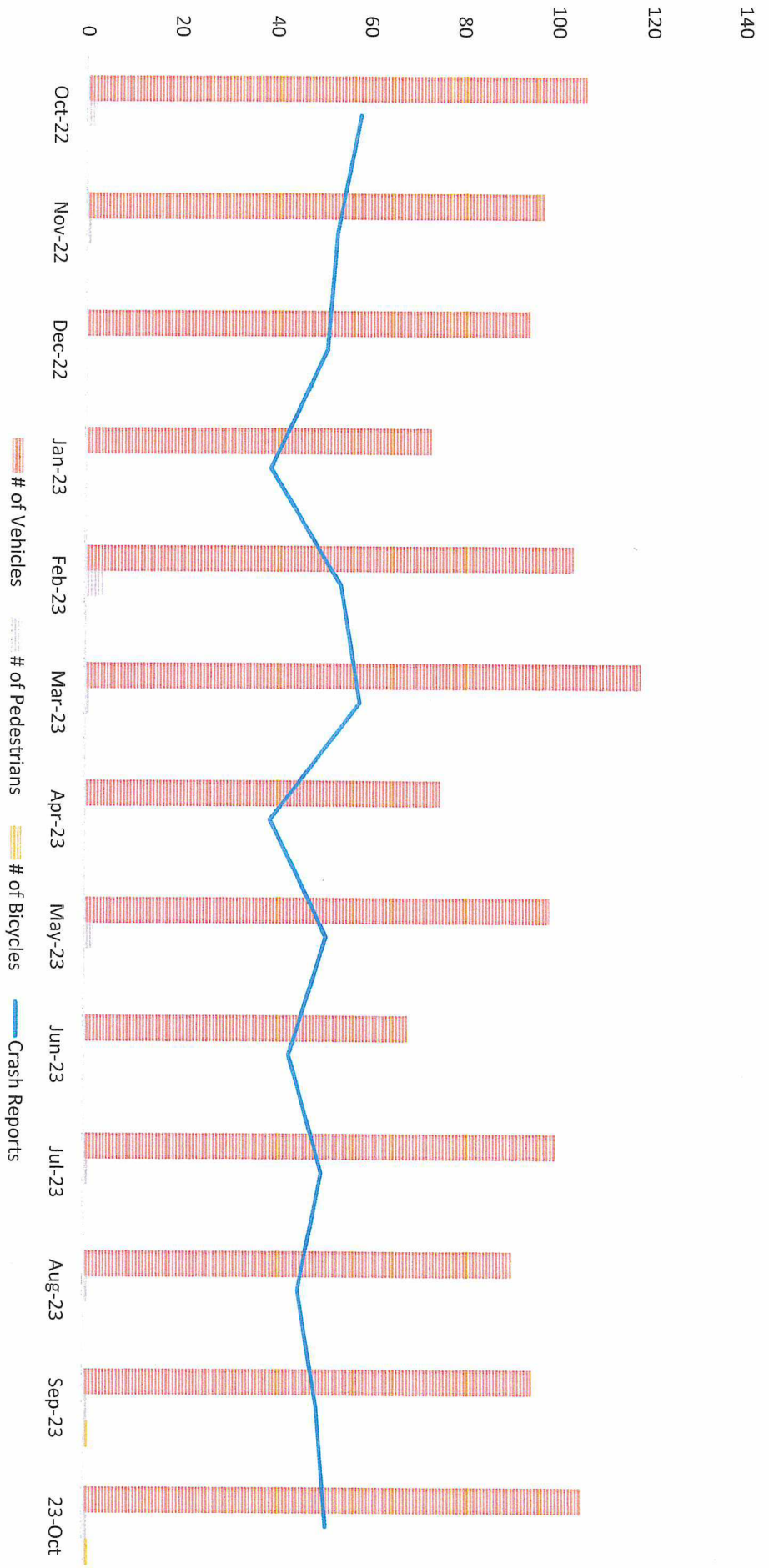
Fire Department – Total Calls

October 2022 – October 2023



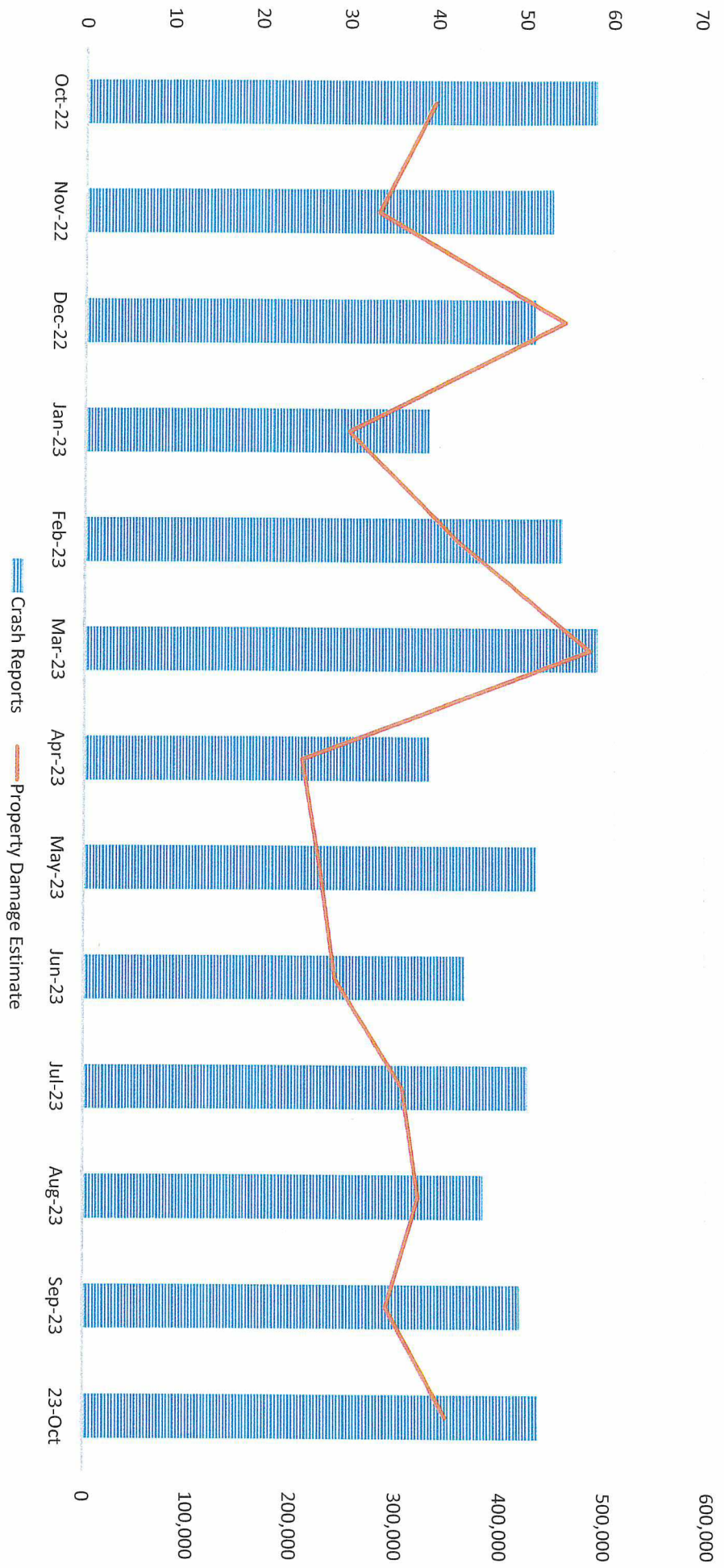
Traffic Reports

October 2022 – October 2023



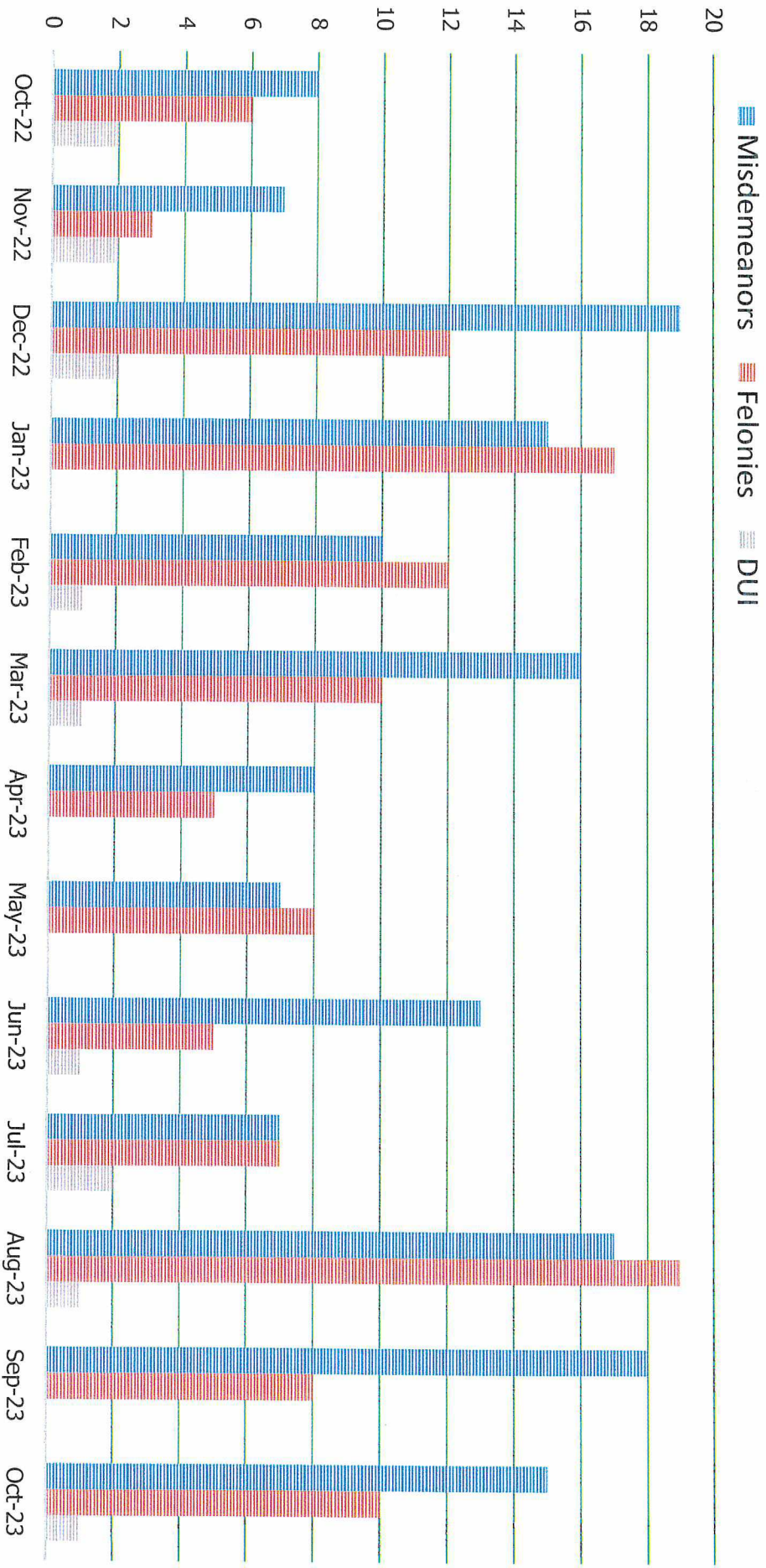
Traffic Reports

October 2022 – October 2023



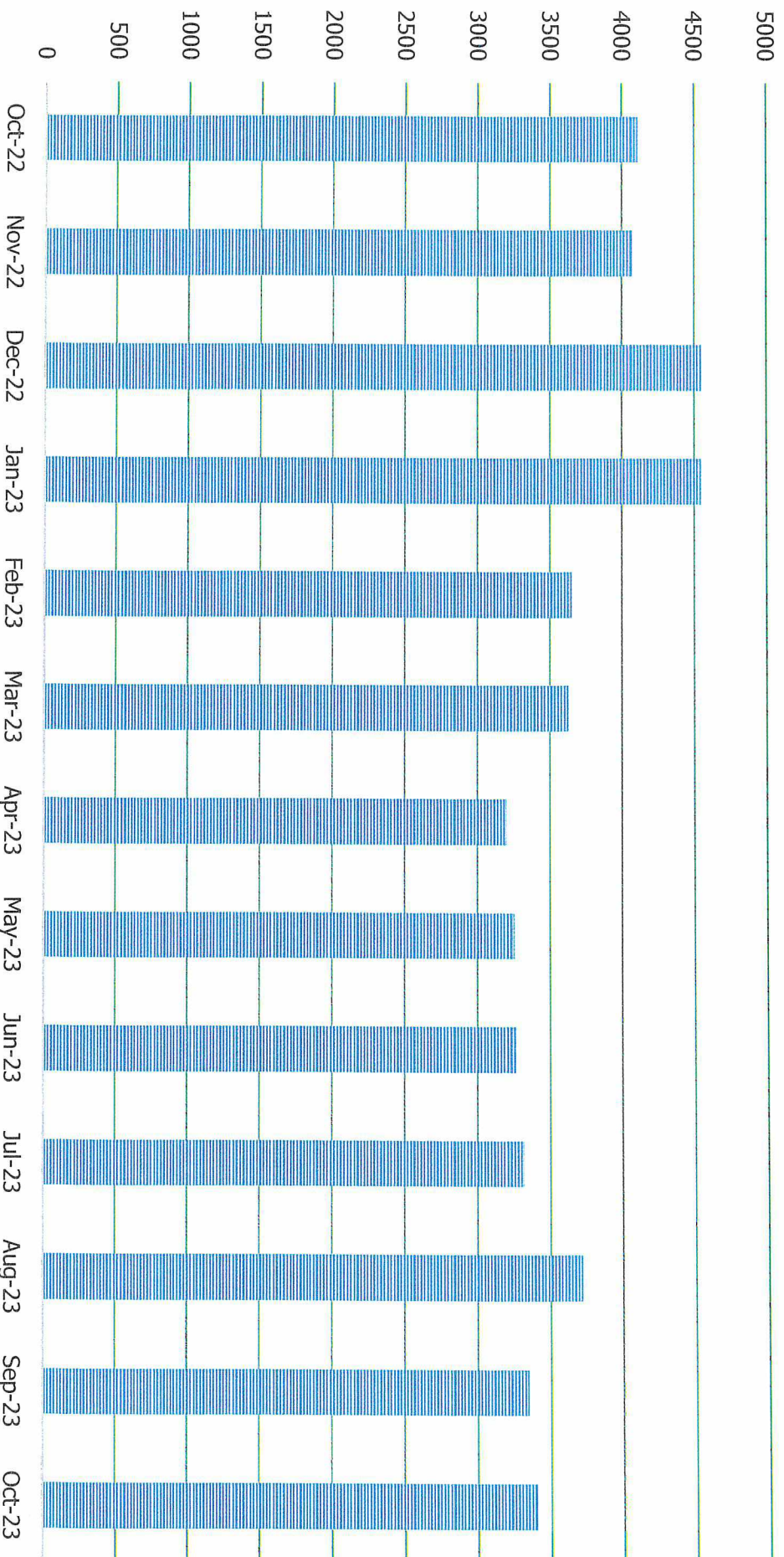
Misdemeanors, Felonies & DUIs

October 2022 – October 2023



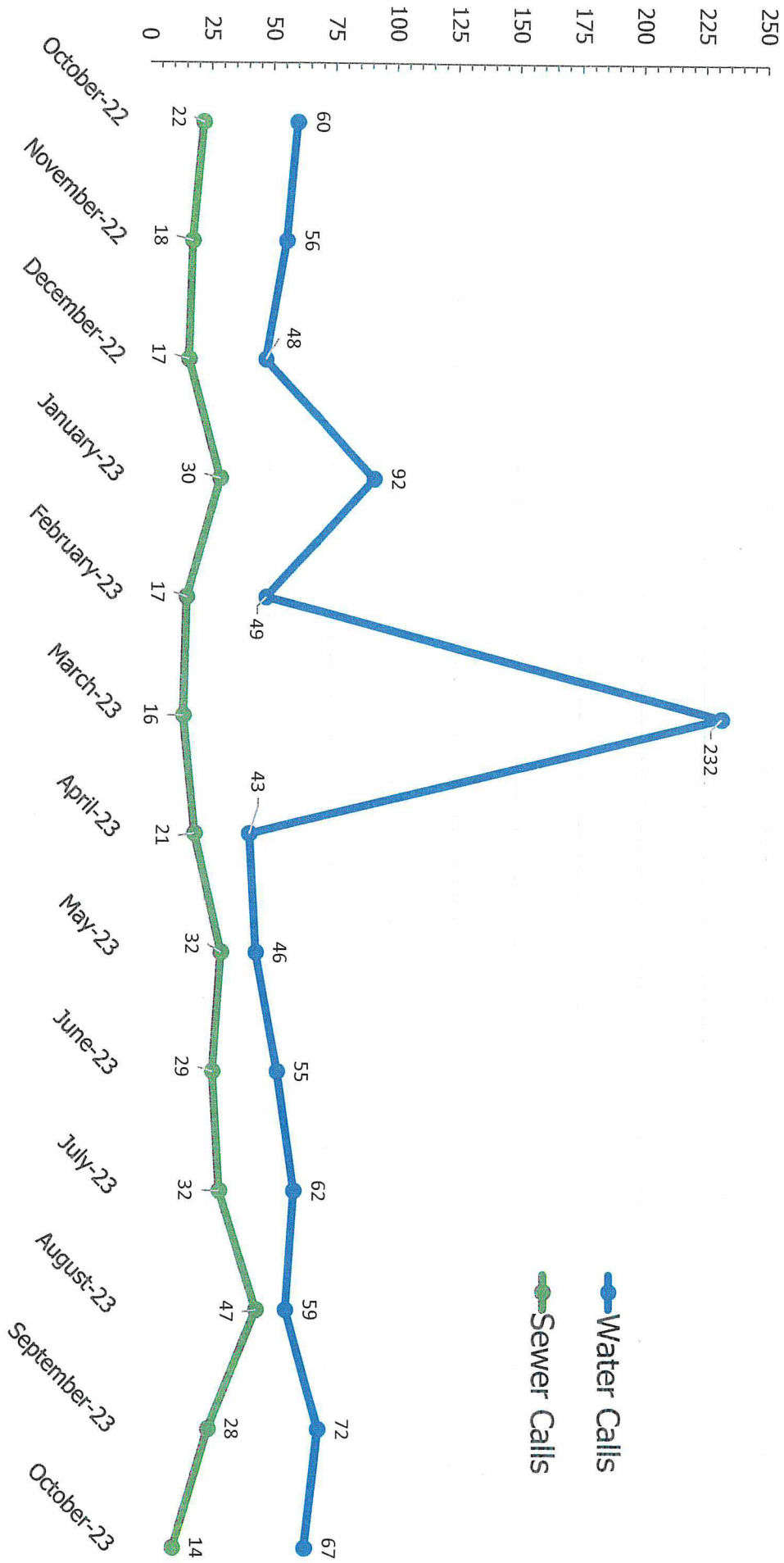
Police Department – Total Calls

October 2022 – October 2023



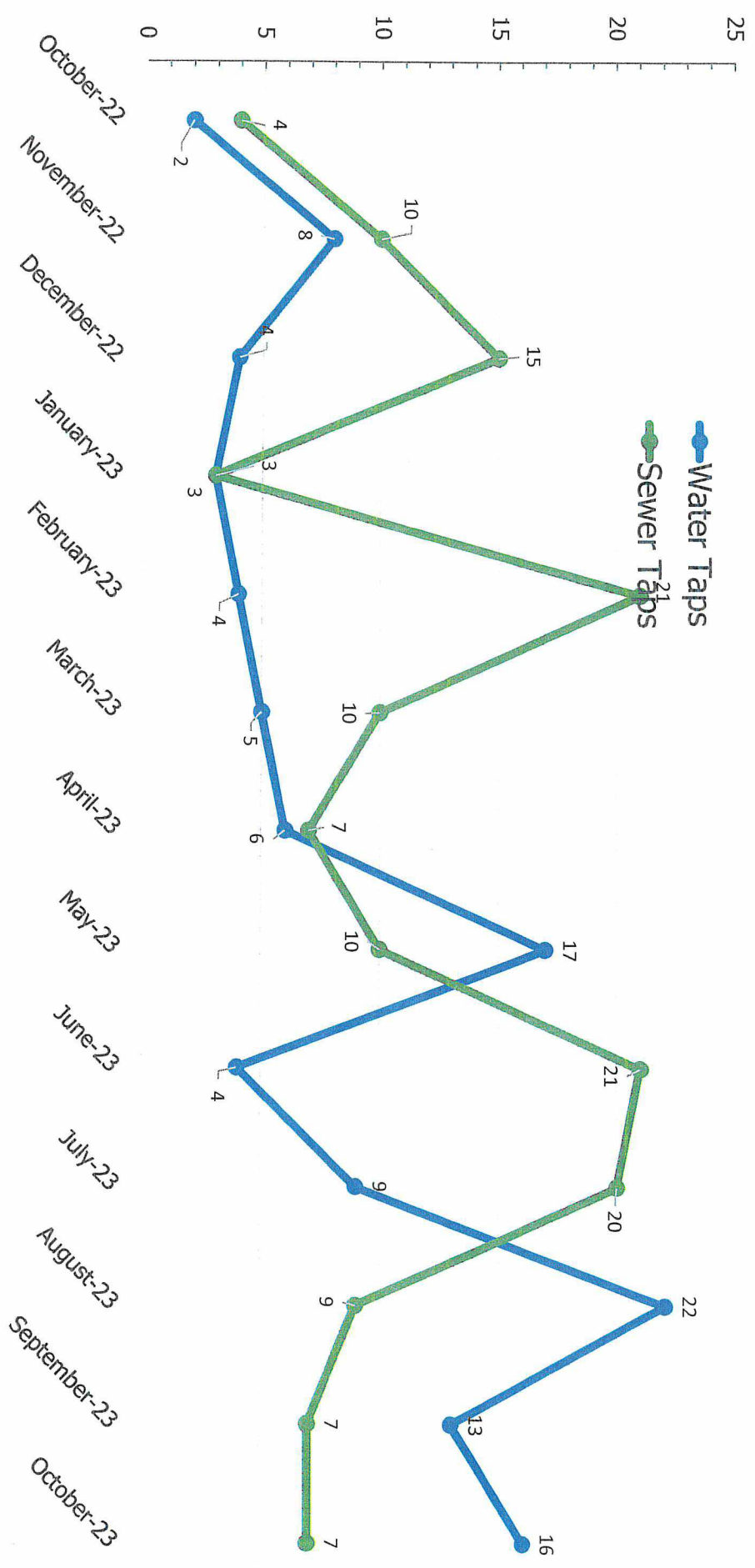
Water & Sewer Calls

October 2022 – October 2023



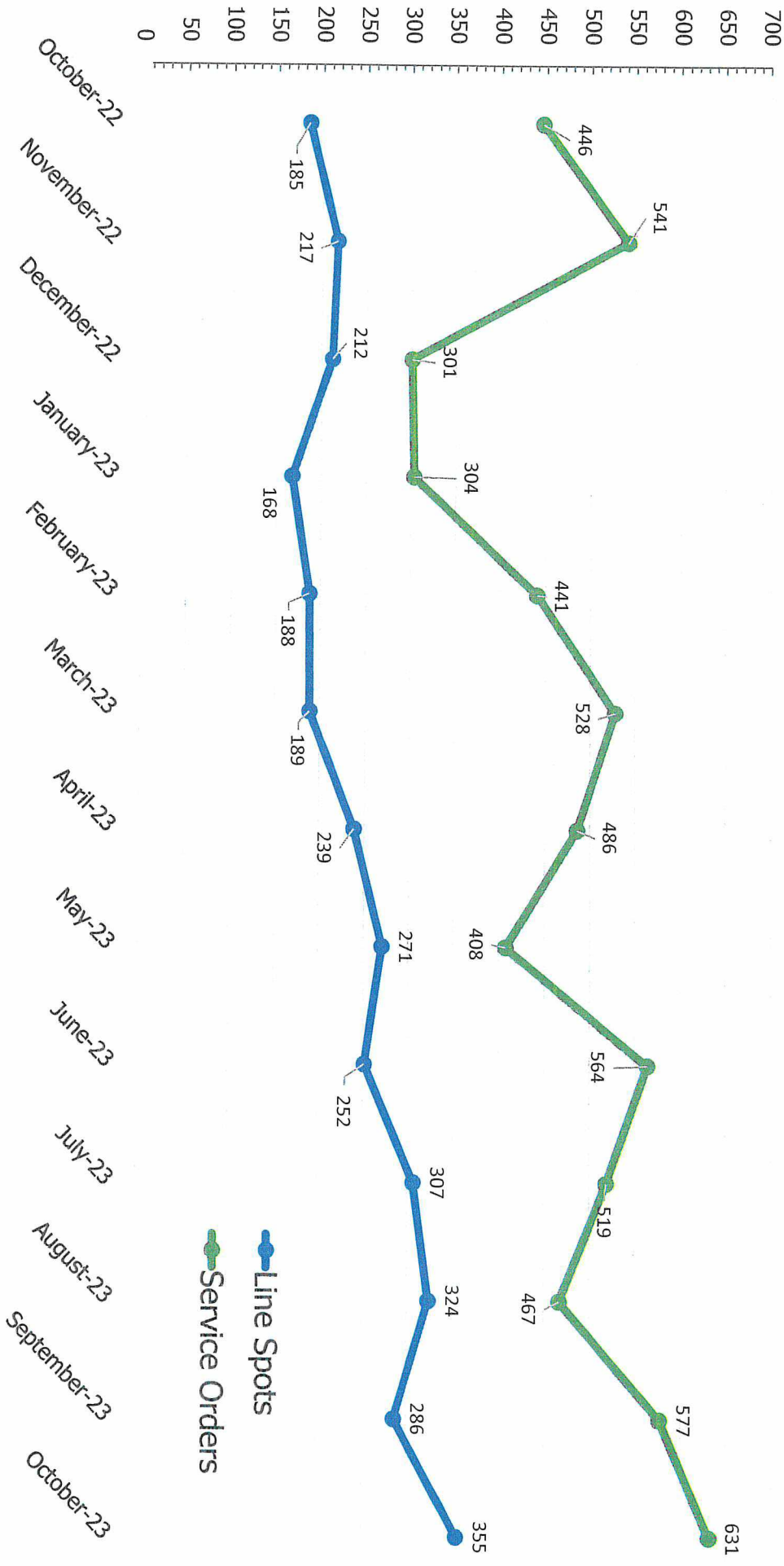
Water & Sewer Taps

October 2022 – October 2023



Line Spots & Service Orders

October 2022 – October 2023



Meter Change Outs

October 2022 – October 2023



Council Briefing – November 14, 2023

WATER AND SEWER:

In the next couple of weeks we will be on Ruckel Dr rehabbing lift station #56 we are currently waiting on parts. The sewer crew will be performing this project in house saving the city about 48,000 dollars.

The W&S team have completed numerous water and sewer taps in the last few weeks. On top of trying to stay ahead of LiveOak Fiber and are doing a great job.

CALLS: 67 water calls and 14 sewer calls; made 16 water taps and 7 sewer taps; 355-line spots. We changed out 270 meters and have completed 631 service orders.

STORMWATER:

We have a stormwater issue at Valparaiso Blvd and St. Andrews to repair. We will be starting that project after Thanksgiving.

We have been conducting our yearly Stormwater maintenance, cleaning ditches and inlets.

Our asphalt contractor will be here in the next couple of weeks to pave Cedar Ave from 31st St past the city yard. This is complete.

We have reviewed our pavement assessment study and after Thanksgiving we will be paving the streets around the Meigs Park area (1st St, 2nd St, 3rd St, 4th St, Park Ave, Deer St and Vat St) this work should be completed by Christmas.

We are also going to repave a small portion of Nathey St in front of Edge Elementary.

We have completed our maintenance on DOT Right of Way's on Hwy 20, Hwy 85, and Hwy 285.

PRISON CREW UPDATE:

STREETS:

We are designing a sidewalk for Palm Blvd and redoing the walk trail on Bayshore Dr.

We are looking at replacing the asphalt walk trail on Rocky Bayou Dr to concrete from the roundabout to Rocky Shore Dr.

I have been working with Okaloosa County on the multi-use path down College Blvd and Forest Rd they are about 30 percent complete with the plans.

We are working with our engineers on the design for Hart St and Hill Ln.

Work should begin on Marc Smith Blvd after the Christmas parade installing new sidewalks and utilities.

Update on Hwy 285

City crews have been working on the asphalt and concrete lists around the city before the holidays.

Update on Meigs Park: we have repaired the roof, and repainted the gazebos and added new benches.

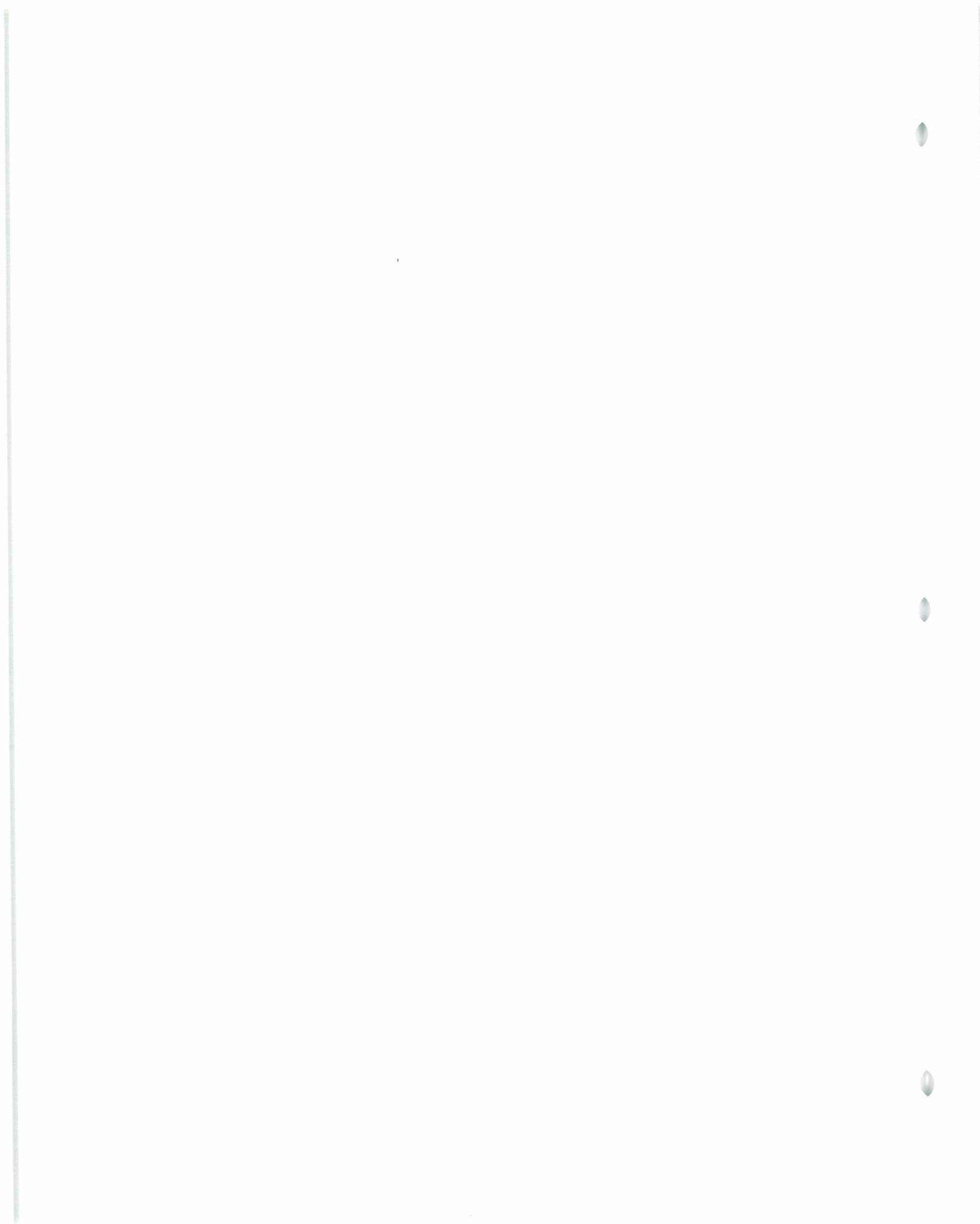
Update on WALKABLE Niceville sign. Majority of the signs should be installed before Christmas.

Our Parks team have been doing a great job putting the Christmas Light up the City Hall complex. And we would like to give a special thanks to Lynn Waltz.

Employees Spotlighting our Shining Penny of the month are Ken Filson and Ernie Howell.

Update on Adopt a Drain from Bobby Jenkins and Samantha Hanson.

Please don't forget our annual Christmas Parade on Saturday December 2, 2023 at 10a.m.



History and Status Update on Bryozoan Growth in Reuse Irrigation Lines

In the fall of 2015, the City of Niceville began grappling with an unexpected issue: recurrent clogging in its reclaimed water system. The problem extended from the residential areas to the City's irrigation systems at the City Hall Complex and the Twin Oaks Facility, causing operational disruptions. After extensive investigations to pinpoint the source of the fouling, the culprit was finally identified as *Plumatella fungosa*, a notorious biofouling species more prevalent in Europe than in North America. The City engaged Bryo Technologies, LLC to conduct a thorough assessment and develop a treatment plan.

Since November 2015, the City has adhered to Dr. Timothy Wood's recommendation from Bryo Technologies, implementing an annual potassium permanganate treatment each spring. This proactive approach has effectively kept the bryozoans at bay.

On October 26, 2023, a familiar scenario unfolded: another filter clogging complaint, very reminiscent of those encountered in 2015. Samples were immediately collected and shipped to Dr. Wood for examination. His analysis identified the culprit this time was not *Plumatella fungosa*, but an entirely different species, *Plumatella vaihiriae*. This more invasive Bryozoan flourishes in warm, flowing water with high nutrient levels, enabling it to proliferate at an alarming rate. Below is a summary of his findings:

Biological fouling material received by Bryo Technologies from the City of Niceville irrigation network was composed entirely of the bryozoan, Plumatella vaihiriae. This is an entirely different species from the one identified in 2015. Plumatella vaihiriae is an invasive species that thrives in warm, flowing water high in nutrients. Under these conditions it is capable of extremely rapid growth. Immediate relief from clogging issues can be achieved by a powered flush of the main lines or else with a minimum eight hour exposure to a strong solution of potassium permanganate. Biannual treatments with permanganate offer a long term solution, possibly leading to a single treatment every year. A system using calcium hypochlorite tablets seems to work in some situations but is often unreliable.

Armed with Dr. Wood's insights and subsequent phone and email communications, the City has devised a comprehensive flushing plan scheduled for implementation on 11/15/23. Additionally, a sufficient supply of potassium permanganate has been procured for an initial treatment upon delivery, followed by a shift to two annual treatments for the foreseeable future, replacing the previous single treatment strategy.



Bryo Technologies, LLC
PO Box 340805
Dayton, OH 45434
USA

Tel. 937-671-1670
www.bryotechnologies.com

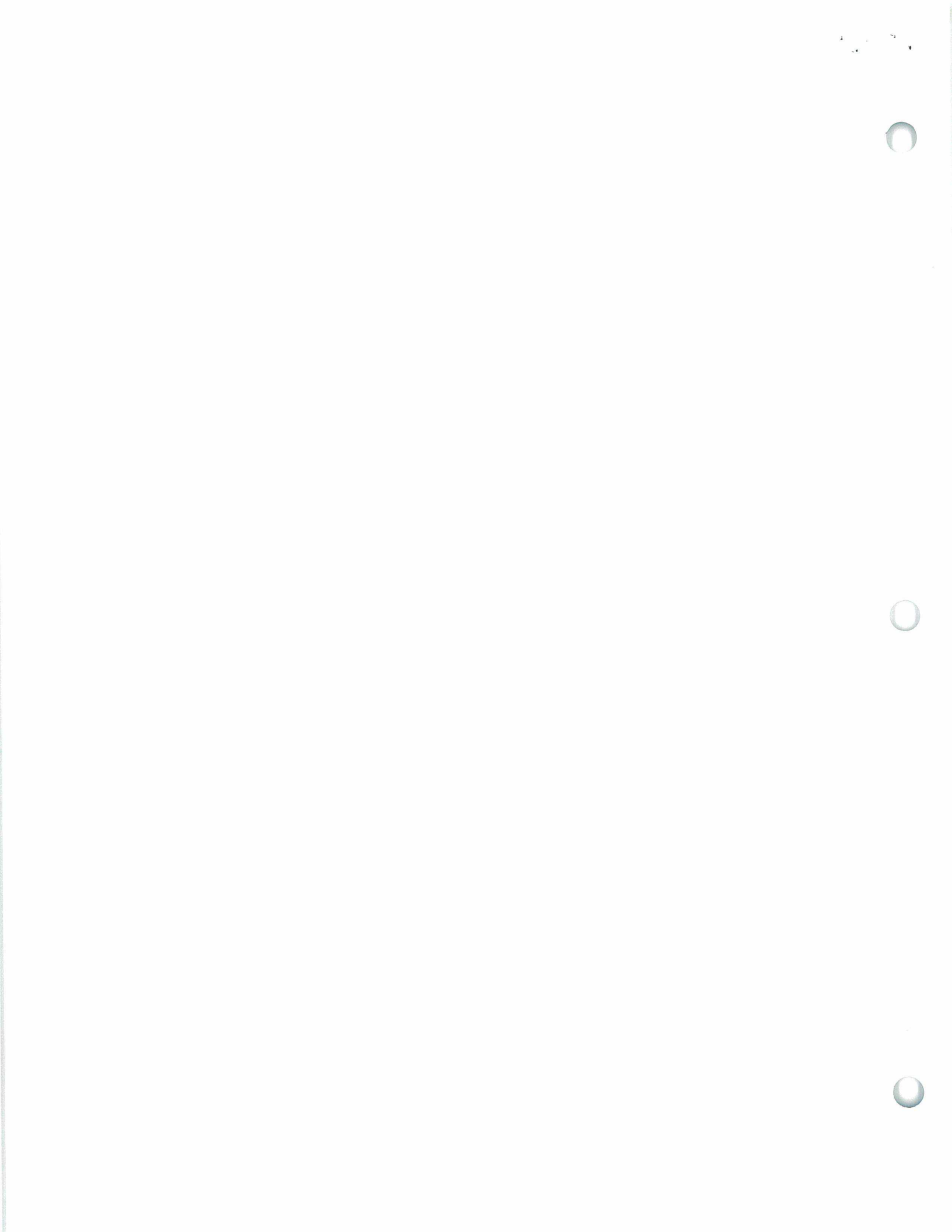
Specimen Identification Report

City of Niceville, Florida
208 Partin Dr N, Niceville, FL

2 November 2023

Summary:

Biological fouling material received by Bryo Technologies from the City of Niceville irrigation network was composed entirely of the bryozoan, *Plumatella vaihiriaae*. This is an entirely different species from the one identified in 21015. *Plumatella vaihiriaae* is an invasive species that thrives in warm, flowing water high in nutrients. Under these conditions it is capable of extremely rapid growth. Immediate relief from clogging issues can be achieved by a powered flush of the main lines or else with a minimum eight hour exposure to a strong solution of potassium permanganate. Biannual treatments with permanganate offer a long term solution, possibly leading to a single treatment every year. A system using calcium hypochlorite tablets seems to work in some situations but is often unreliable.



BACKGROUND

On October 30, 2023 Bryo Technologies received a sample of biological material from a residential pressurized irrigation system in Niceville, Florida. This came nearly eight years to the day after BryoTech analyzed a similar sample from Niceville. The primary water source in both instances was the city's water reclamation facility. The fouling bryozoan in 2015 was identified as *Plumatella fungosa*. This time it is a much more aggressive species.

BRYOZOANS

The sample consists entirely of branching, transparent tubes, many of them fused in parallel to form braids or cables. Most of the tubes are filled with dark statoblasts, which are the asexual reproductive bodies of freshwater bryozoans. In the small sample received we estimate at least three million statoblasts. These can germinate almost immediately, or they can maintain a dormant state for a period of weeks or months, surviving low oxygen, desiccation, and other harsh conditions.

Methods

As described in our 2015 Identification Report, most fouling bryozoan species are identified by their statoblasts. To examine the statoblasts from the Niceville sample we heated them briefly in a strong potassium hydroxide solution, then teased apart the component parts (**Figure 1**). Species identification was confirmed by looking for diagnostic features in the outer layers using a compound phase contrast microscope.

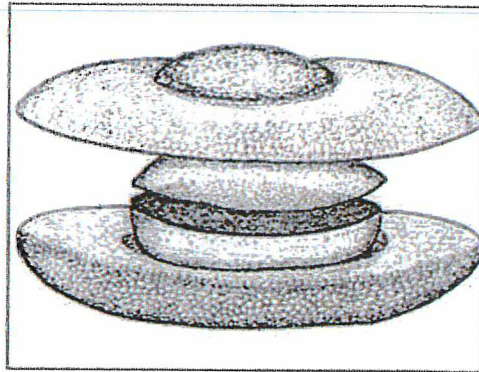
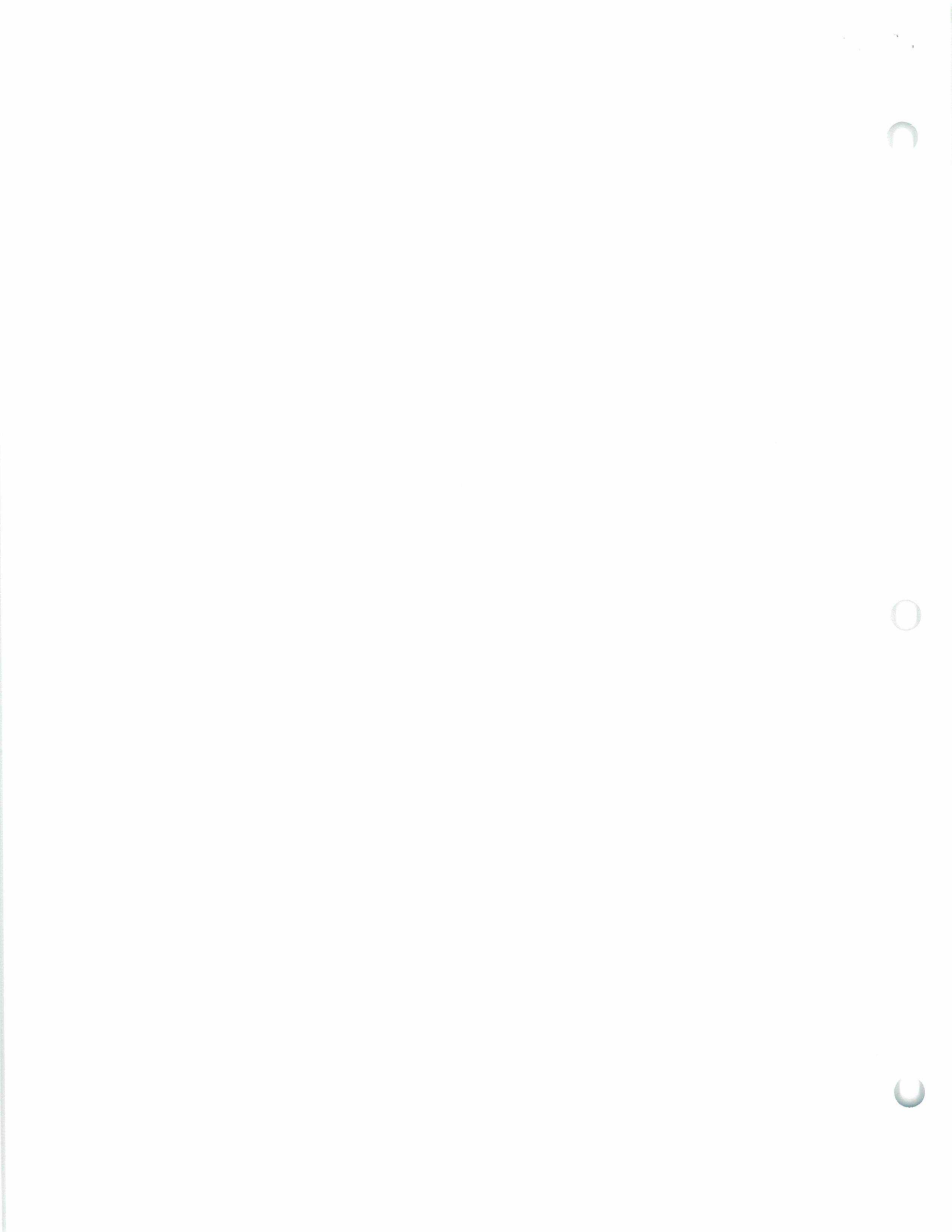


Figure 1. Exploded diagram of a bryozoan statoblast showing the component parts. We examined the top and bottom outer layers.

Identification

The bryozoan species from Niceville was identified as *Plumatella vaihiriaae*. A key feature of this species is a strong net-like pattern of cells on the central area without any tubercles (**Figure 2**). The pattern is continued across the outer parts of the statoblast, although these are difficult to see with light microscopy.





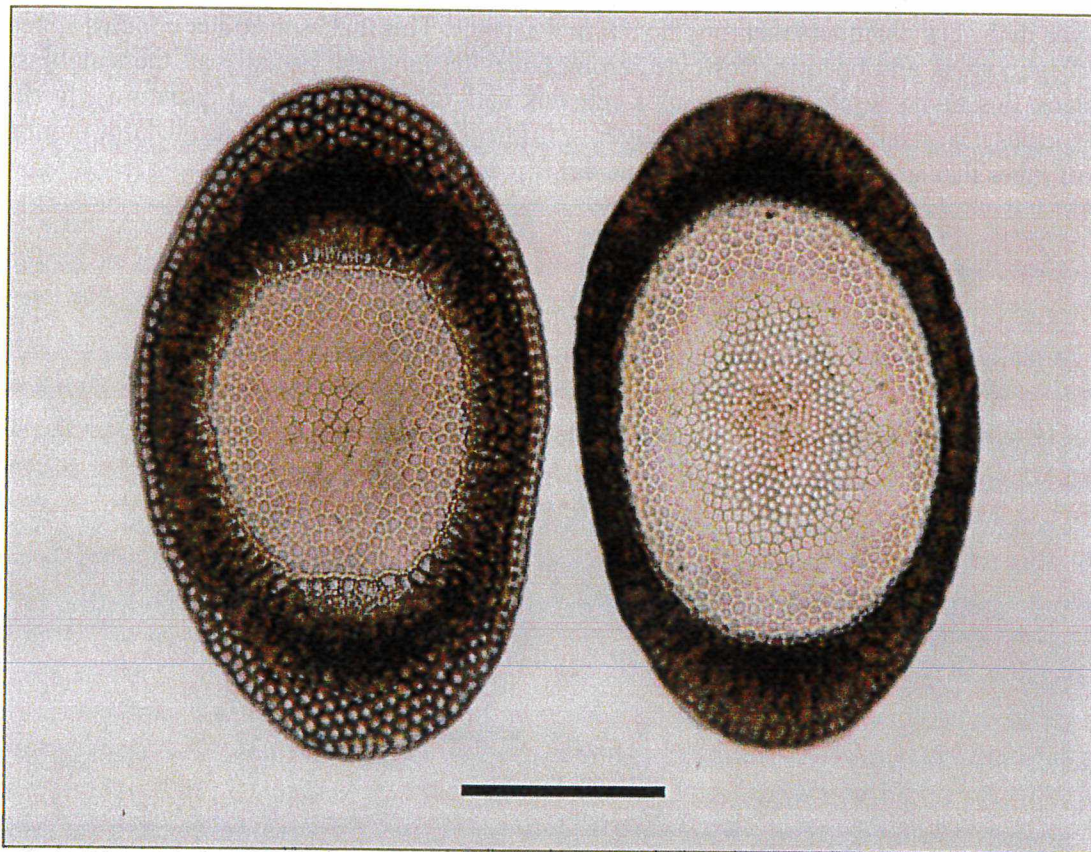


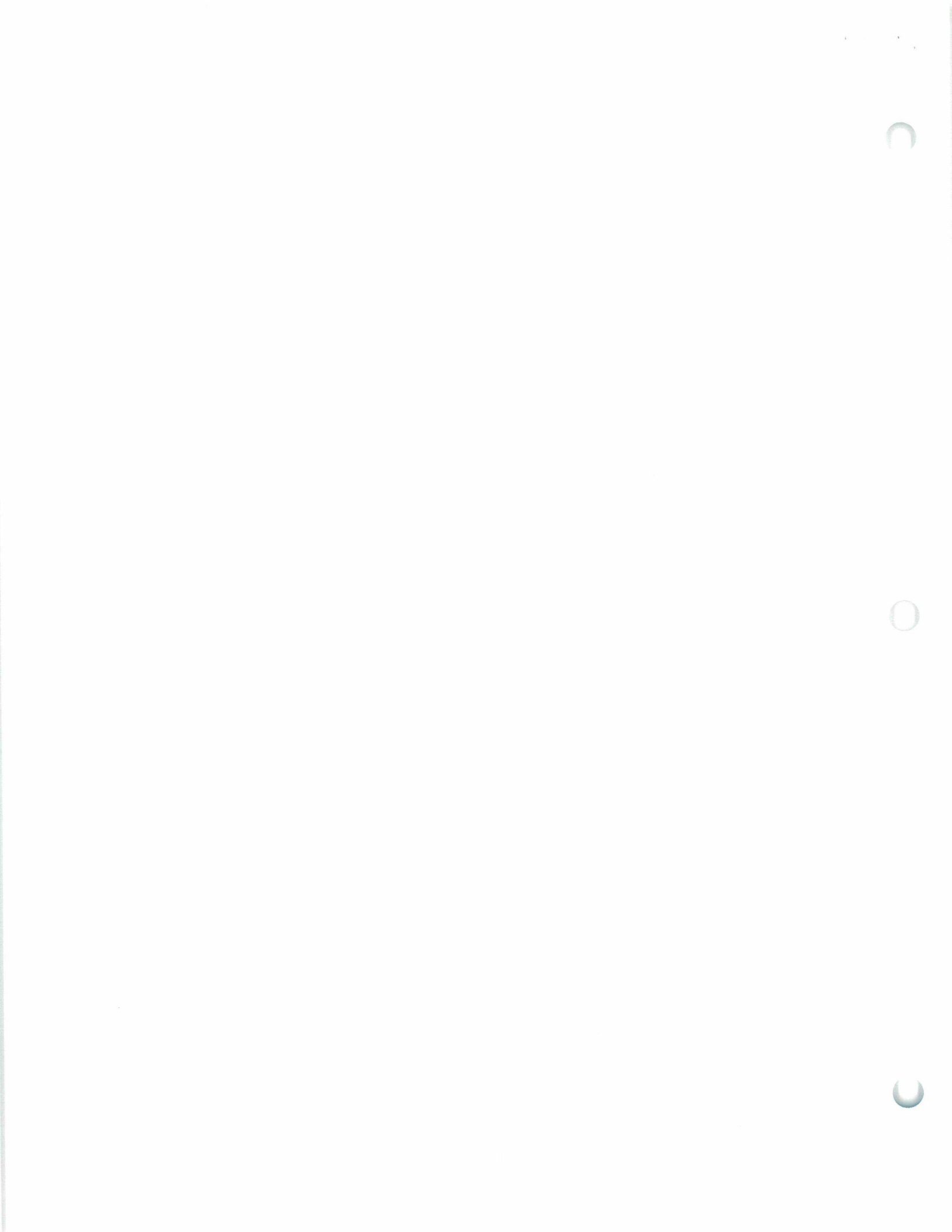
Figure 2. Statoblasts of *Plumatella vaihirieae* from the Niceville irrigation system showing dorsal valve (left) and ventral valve (right). Scale bar = 0.1 mm (about 0.004 inches).

Plumatella vaihirieae is an invasive species from Southeast Asia. It thrives in warm, flowing water where the nutrient levels are high. This is exactly the type of habitat provided by the Niceville irrigation lines. Under optimal conditions the colonies are capable of doubling in size every few days. Not to be alarmist about this, but **Figure 3** shows a small portion of accumulation of this species taken from cooling waters of a nuclear power plant.



Figure 3. A large mass of *Plumatella vaihirieae* from a nuclear power plant.





Normally in freshwater bryozoans the statoblasts become buoyant due to the presence of gas in the cell chambers that ring the internal capsule. This makes the outer annulus appear bright, shiny and opaque. However, in the Niceville material virtually all the statoblasts lack this buoyancy, and the annulus remains dark and transparent (**Figure 4b**). In this species it is an indication of rapid growth. A further sign of rapid growth is the large number of tubes that are fused together (**Figure 4a**).

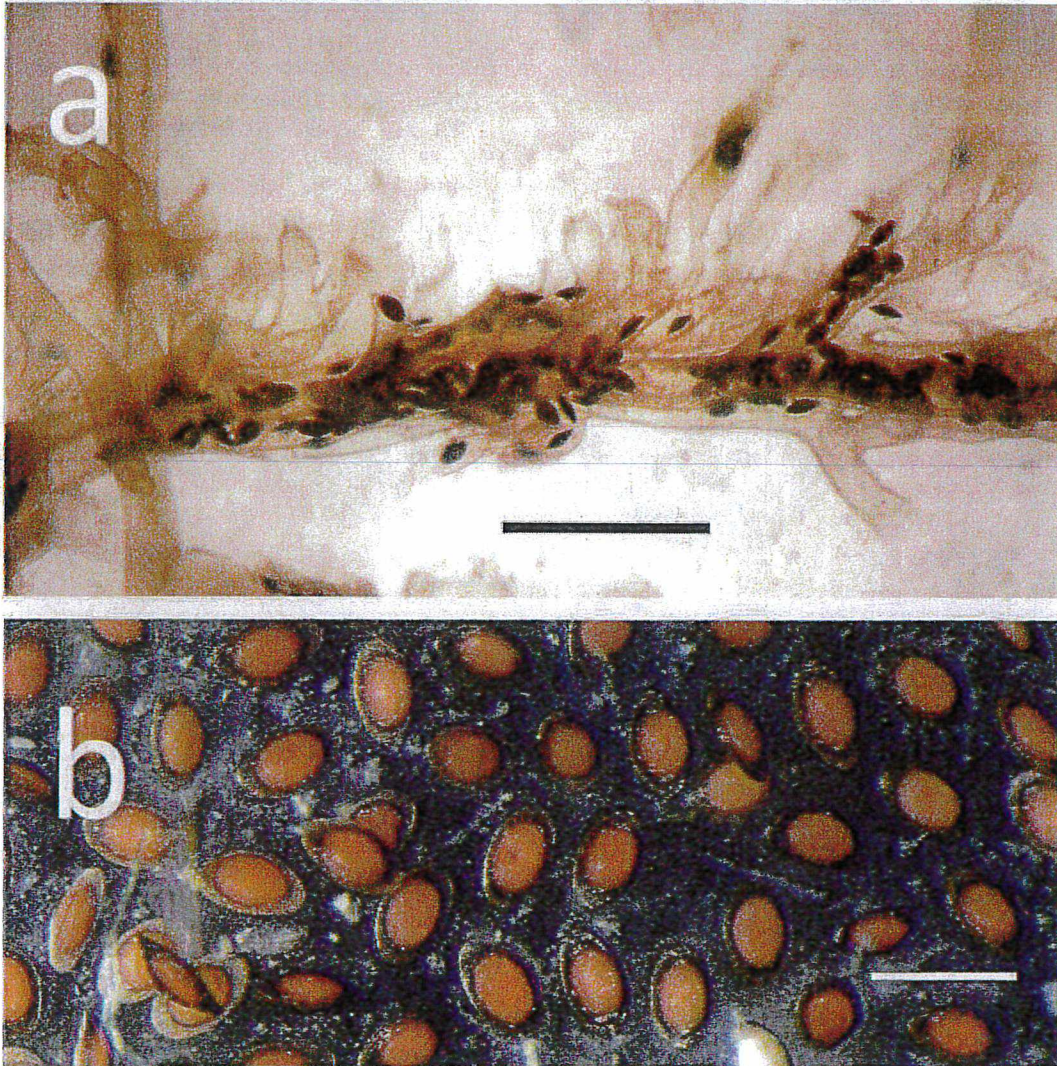


Figure 4. Photos from the Niceville sample indicating rapid growth of bryozoans. (a) thin-walled, fused tubules; (b) uninflated free statoblasts.

As described in the Bryo Technologies 2015 report, all plumatellid species produce sessile statoblasts as well as free-floating ones. No sessile statoblasts were found in the Niceville sample, which suggests they have all been left cemented to pipeline walls.





REMEDIAL ACTION

Potassium permanganate remains the most practical treatment chemical for bryozoan fouling in a pressurized irrigation system. For chlorine to have the same effect the level could be harmful to soil and vegetation. Permanganate has the drawback of being deeply colored, but in sunlight the color vanishes within a few hours. It does not stain painted woodwork, concrete, vinyl siding, or other synthetic materials. Properly applied it will not affect most plants and animals, including fish and invertebrates. Proper precautions must be taken, of course, but most stains on clothing and skin are easily removed with pharmacy grade hydrogen peroxide.

To kill bryozoans and dissolve their tissues the permanganate exposure time should be at least eight hours. How this is achieved in a residential system can be worked out with the residents. It has been done successfully in many similar communities across the southern U.S. Since the bryozoan colonies are most likely confined to main lines the laterals should not require treatment. Two treatments each year for the next several years may bring the population to the point where only a single annual treatment is required or possibly one through treatment every other year.

High velocity water flushing is another common procedure to reduce fouling bryozoans in an irrigation system. This can provide temporary relief for residents but may need to be repeated often.

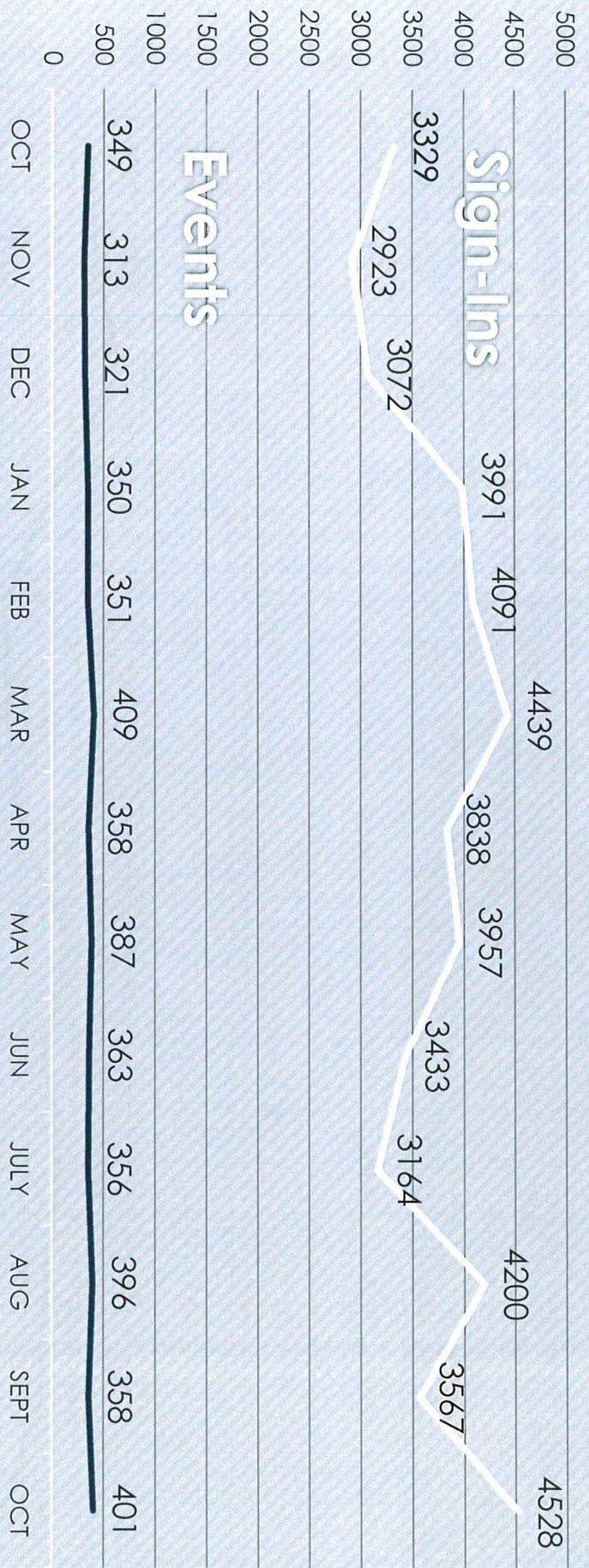
In Florida there are many companies eager to install equipment that uses calcium hypochlorite tablets to introduce chlorine continuously into the water. This may work to disinfect swimming pools, but with pressurized irrigation networks the chlorine concentration tends to fluctuate widely. The system is intended to discourage snails, and it may suppress certain bryozoan populations as well by curtailing their food supply. However, we have not yet seen a successful use of chlorine with this bryozoan species.

One further thought: it is possible that the bryozoans are also residing in the water reclamation plant and feeding statoblasts continuously into the irrigation water. In that case, it may be possible to add polyDADMAC to the water treatment process. This synthetic polymer is widely used as organic coagulant, and it is known to suppress and even kill fouling sponges and bryozoans. Whether those properties would extend to the irrigation system, and whether there would be any harm to landscaping has never been explored.



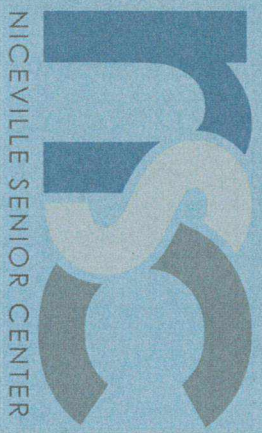


**OCTOBER STATISTICS AND NOVEMBER EVENTS –
SENIOR CENTER**



October 2023

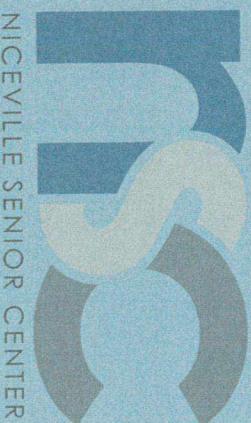
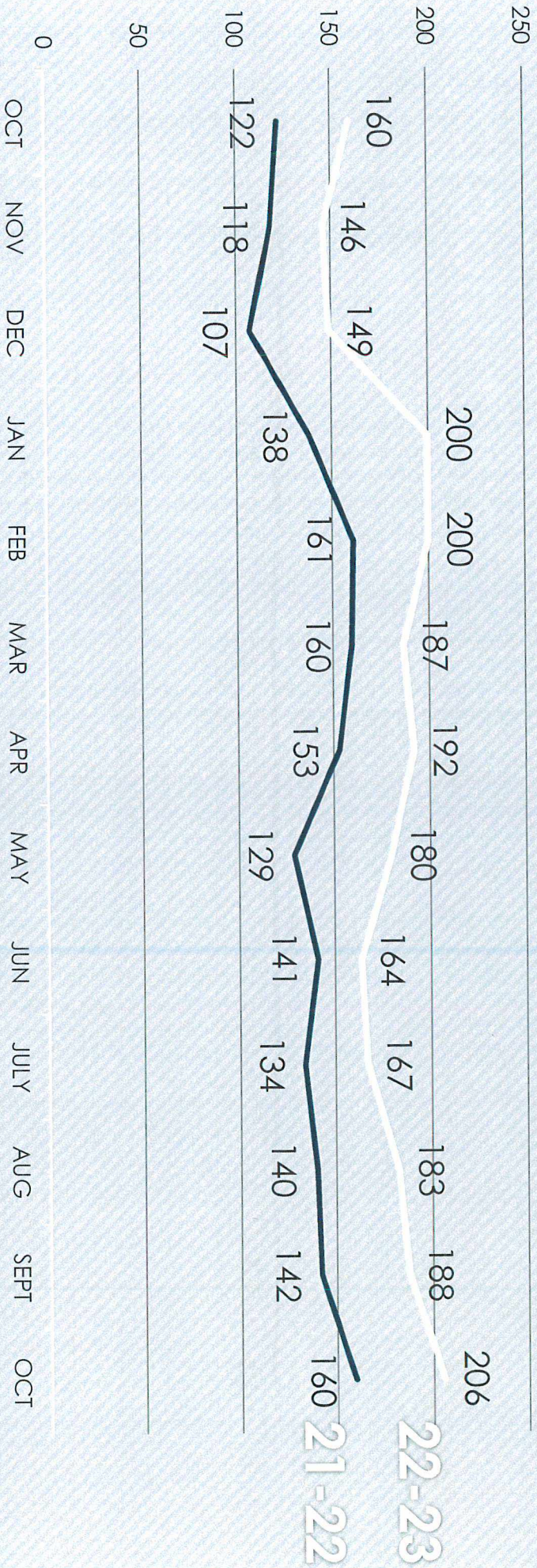
Event Sign-Ins & Number of Events



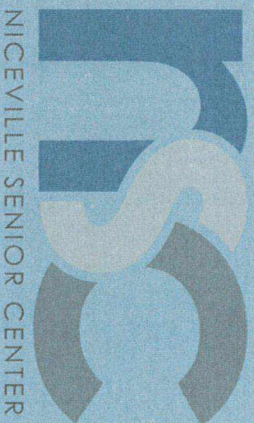
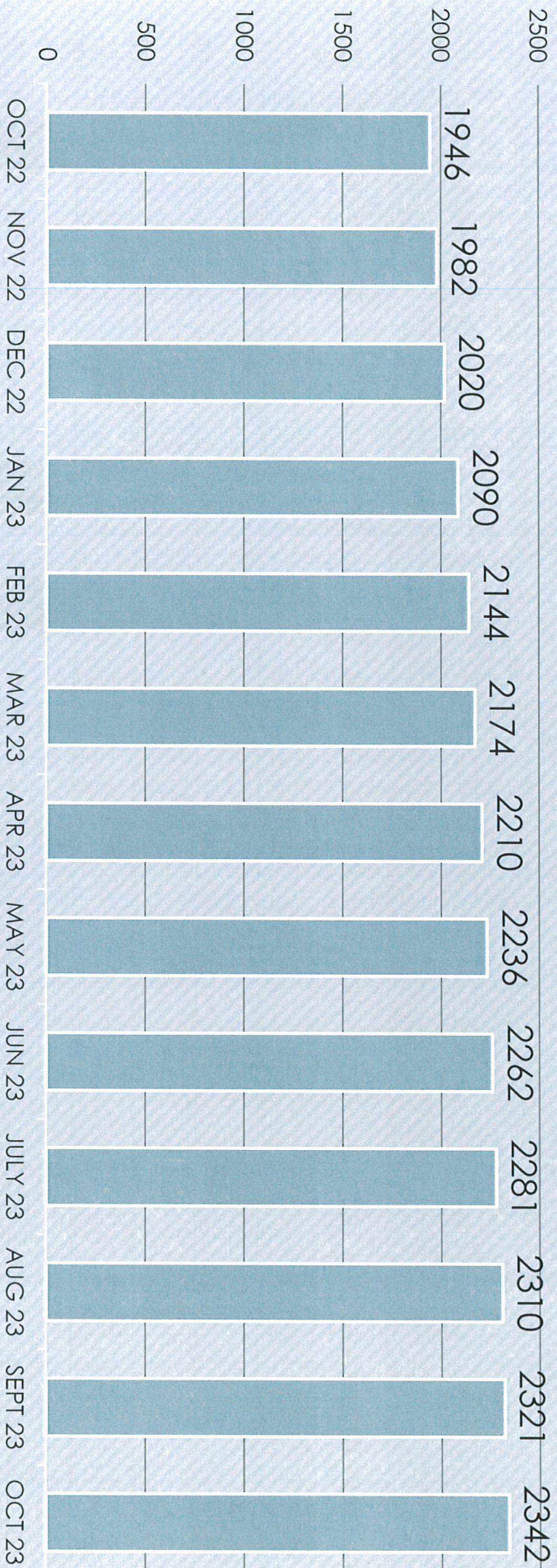
NICEVILLE SENIOR CENTER

October 2023

Average Daily Attendance

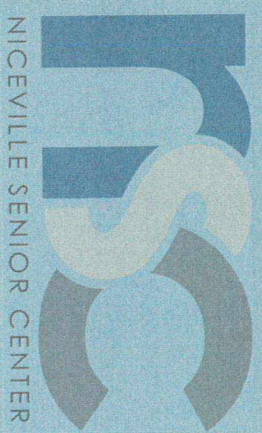
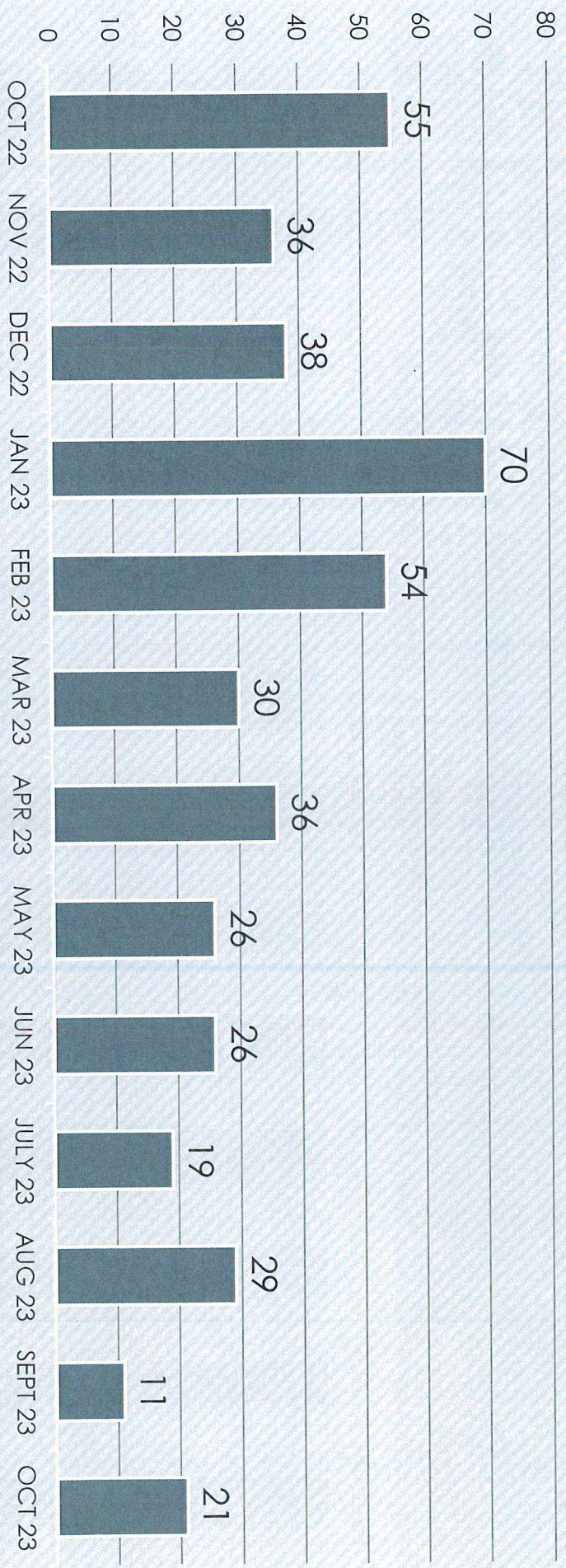


October 2023 Total Members



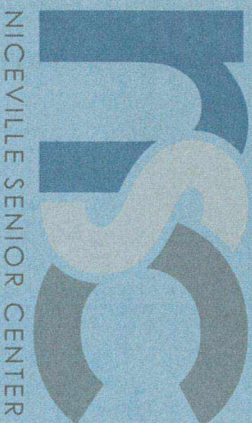
NICEVILLE SENIOR CENTER

October 2023 New Members



October 2023

Total People Served



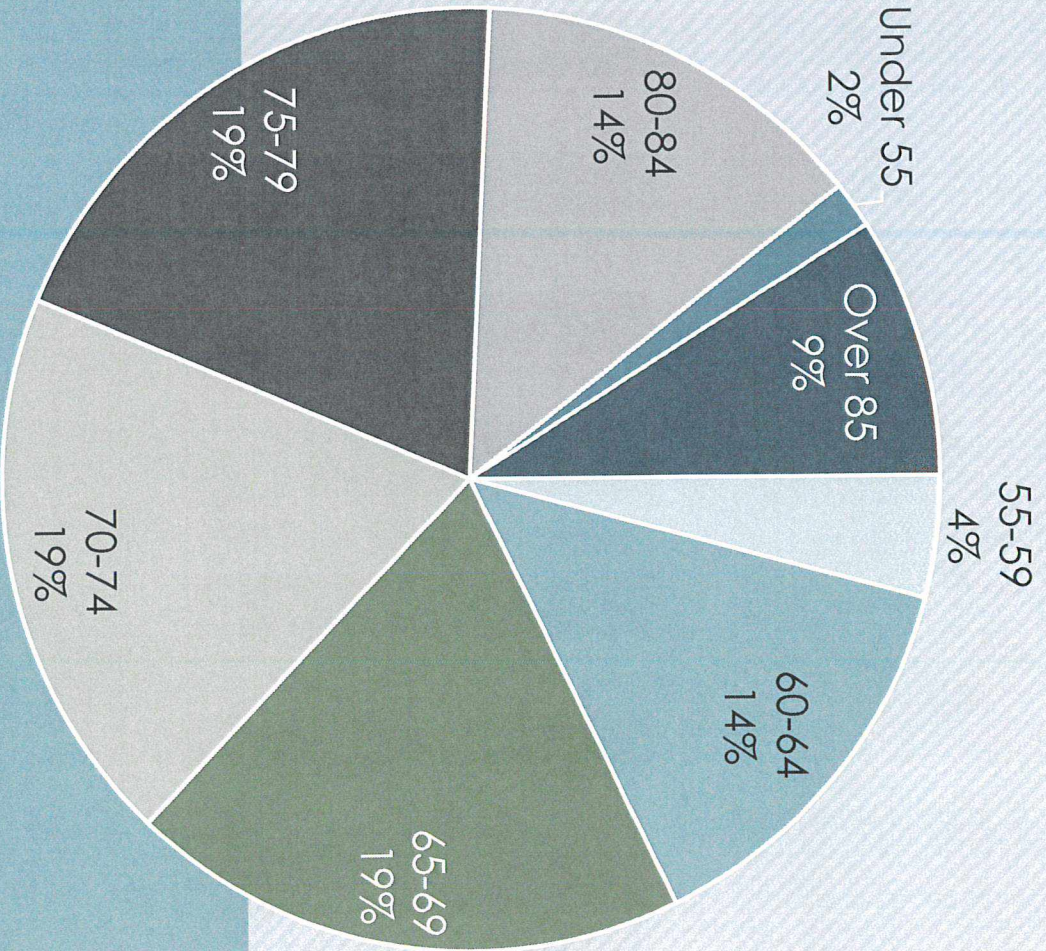


NICEVILLE SENIOR CENTER

October 2023

Attending Members By Age

Attending Members October: 690
Female: 72.8% Male: 27.2%
Lives Alone: 9%



THE 2024 MULLET FESTIVAL PROJECT PROPOSAL
MR MATT MCKINNON – WHITE HAT PRODUCTIONS

Daniel J. Doucet

From: Whitehat Productions <whitehatpr850@gmail.com>
Sent: Monday, November 13, 2023 1:43 PM
To: Daniel J. Doucet
Subject: Fwd: 2024 Mullet Festival Proposal revised
Attachments: Mullet fest packet.pdf

This Message Is From an External Sender

This message came from outside your organization.

Subject: 2024 Mullet Festival Proposal

The 2024 Mullet Festival Project Proposal

Dear City Manager David Deitch.

The primary objective of this project proposal is to seek the City of Niceville's collaboration in reviving the Mullet Festival and ensuring its success for the benefit of residents and visitors alike.

Our Vision:

1. Family Friendly with Sunday being an alcohol-free Sunday
2. Children under 10 years old will get in for free / 11yrs & Up \$10
3. Cash / Credit payment system with a Representative from the City of Niceville and a Festival Representative collecting cash every hour. They will then be escorted by an Armed Security Guard to a secure location where both will count the cash and sign off on the amount.
4. Parking - We will work with the President of North Florida State College on using their parking lots and have security monitoring and directing vehicles. Also, work with Chief Popwell & Mayville
5. Shuttles - we will have a shuttle system in place
6. Throwback Day - A day where we throwback ticket prices. By doing this we hope that families purchase a multiple-day pass.
7. Military and County workers will have discounts.
8. Festival will be over every night at 10 pm
9. The Majority of the Vendors will be Local
10. State of the art amusement rides, inspected daily by an inspection company that inspects the rides around the country, one being Big Kahunas.
11. Chart topping musical acts that family will enjoy.
12. To work with the City Police & Sheriff's Dept to develop a plan to ensure the safety of attendees
13. We will work with council in support of the direction and development of the property

Ask from the City

- Ask the City Manager, The Mayor, and City officials to be present to make an official Press Conference
- Use of the Mullet Festival Grounds
- Financial support of \$50,000 **In - Kind support for event** , infrastructure set up and promotional activity. The city will receive the cash support back upon the completion of the event.
- Use of Grounds and Maintenance Staff
- Access to (10) Police Officers
- Access to Fire, and EMS Departments
- To help promote the Festival along with the TDC
- to help with building a strong Military relationship to get them to attend

-
- Assist in getting a list of past sponsors and help bring them back
 - Assist in helping bring in Local Retail and Food / Food Truck vendors
 - Assist in hiring workers and recruiting volunteers to work the Festival

Thank you for considering this proposal. We eagerly await your positive response and the opportunity to bring the Mullet Festival back to its rightful place as a beloved tradition in Niceville.

Sincerely,

Mark Wagner, Matt McKinnon

P&L 2024 Mullet Festival Niceville, FL

Money In

Promoters Budget	\$350,000
Sponsorship	\$100,000
Tickets sales 70,000 x \$10	\$700,000
Vendor Booths \$200 booth lease space	\$20,000
Total income	\$1,170,000

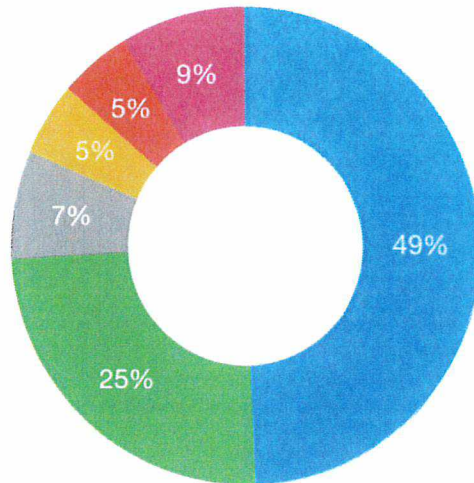
Money Out

Artists + Riders	\$200,000
Production	\$100,000
Paid Staff 30	\$30,000
Promotions, Radio, Social Media, Etc	\$20,000
Lodging	\$20,000
Police Department	\$35,000
Fire Department	\$30,000
EMS	\$30,000
Signage	\$10,000
Transportation / Shuttle	\$30,000
Attorney Fees	\$10,000
Accountant	\$10,000
Office Space	\$10,000
Fencing & Baricades	\$20,000
Metal walkthrough Detectors	\$6,000
Insurance	\$20,000
Porta Potty's	\$10,000
Miscellaneous	\$5,000
Total expenses	\$596,000

Money Left Over

Income minus expenses	\$574,000
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Money Out



- Artists + Riders
- Production
- Paid Staff 30
- Promotions, Radio, Social Media, Etc
- Lodging
- Police Department



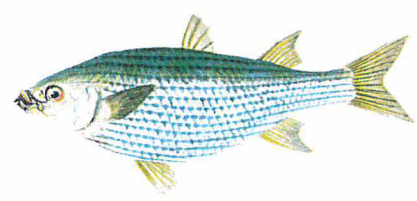
FALL 2024

The New

BOGGY BAYOU

MULLET MUSIC FESTIVAL!

*live music!
great food!
good times!*



NICEVILLE, FL

Family
SUNDAY

(NO ALCOHOL)





2024

- More rides
- Rollback ticket prices
- Free admission for Okaloosa County employees Friday from 10am-3pm
- Backstage VIP area
- Bringing back the Miss Mullet pageant
- Half off for students

BOGGY BAYOU MULLET FESTIVAL

Get ready for the revival of the Boggy Bayou Mullet Festival, a legendary celebration in Niceville, Florida! Join us for a weekend of country music, culinary delights, and thrilling entertainment. Indulge in mouthwatering local cuisine, explore artisan crafts, and immerse yourself in the lively atmosphere that has made this festival a beloved tradition. With a renewed commitment to preserving its family-friendly charm, the Boggy Bayou Mullet Festival invites you to create lasting memories and experience the vibrant spirit of the community.

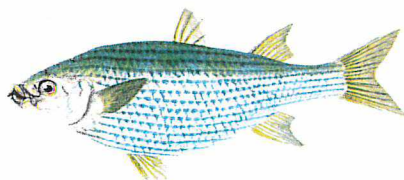


2024

*Rolling back
admission price!*



BOGGY BAYOU
MULLET MUSIC
FESTIVAL!



NICEVILLE, FL

2024

STREET MUSIC
FESTIVAL

CONCERT STAGE



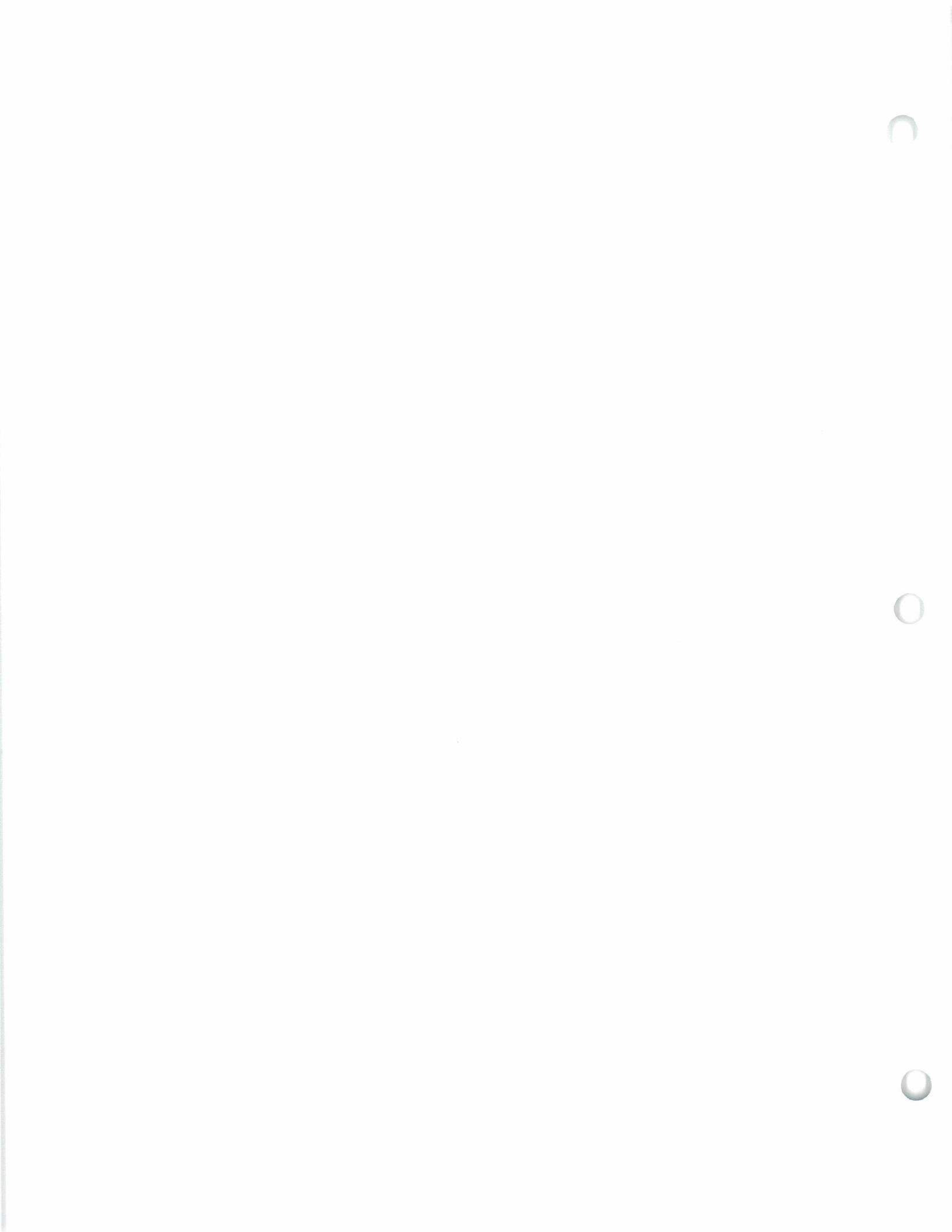


2024

MULLET MUSIC FESTIVAL

VENDOR VILLAGE

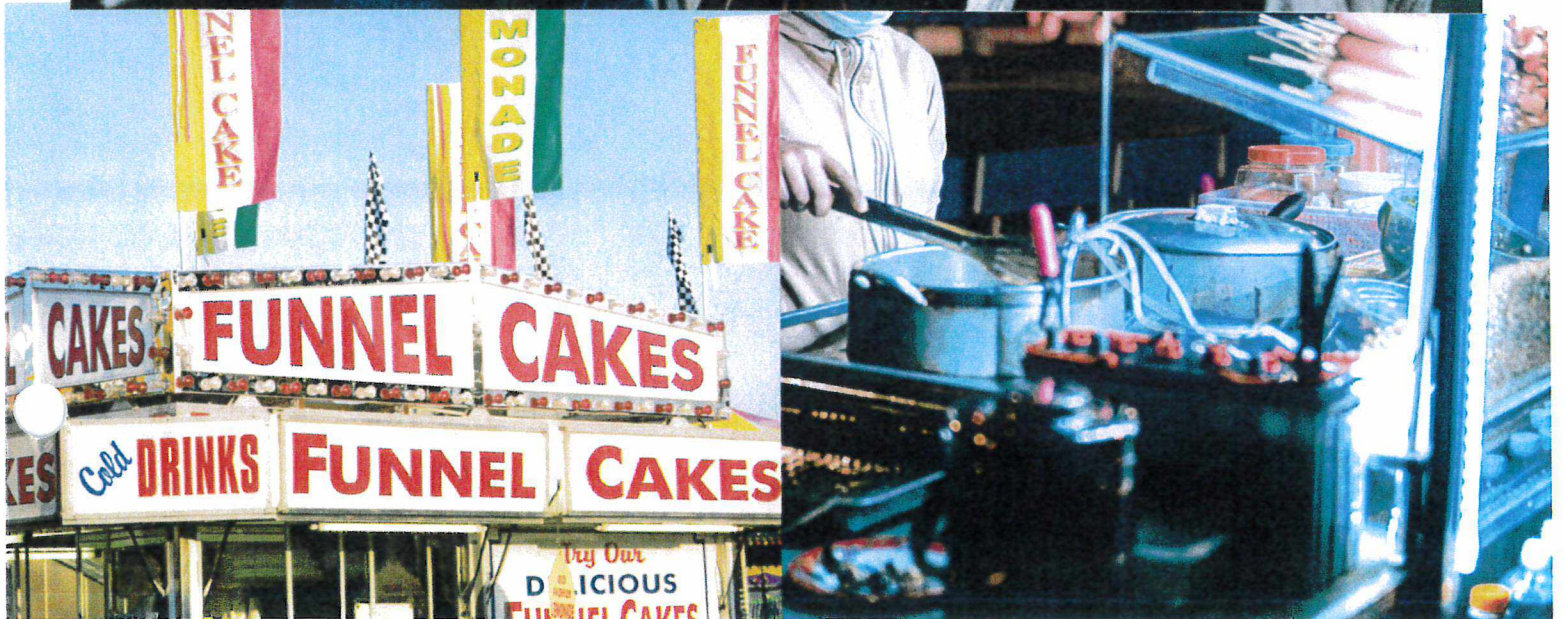




2024

MULLET FARM FESTIVAL

FOOD COURT





*Bringing
back...*

2024

MULLET MUSIC
FESTIVAL

MISS MULLET PAGEANT



