



**AGENDA
REGULAR MEETING
of THE MARY ESTHER CITY COUNCIL**

November 6, 2023 - 6:00 PM

195 Christobal Road – North, Mary Esther, FL 32569

- 1. INVOCATION**
- 2. CALL TO ORDER**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL**
- 5. APPROVAL OF THE AGENDA**
- 6. SPECIAL PRESENTATIONS**
 - 6.1. NWF Aquatic Center Presentation by the City of Niceville**
 - 6.2. Epilepsy Awareness Month Proclamation**
 - 6.3. Yard of the Month for November 2023.**
- 7. CONSENT AGENDA**
 - 7.1. Approval of the Minutes**
 - 7.2. Financial Report**
 - 7.3. Maintenance Report**
 - 7.4. Library Report**
 - 7.5. Fire Department**
 - 7.6. Code Compliance Report**
 - 7.7. Jacobs Report**
- 8. CITIZENS WHO HAVE REQUESTED TO BE PLACED ON THE AGENDA**
- 9. PUBLIC COMMENT (NON-AGENDA ITEMS)**
- 10. UNFINISHED BUSINESS**
 - 10.1. Lease or Acquisition of Property Located at 302 Mary Esther Boulevard**
 - 10.2. Holiday Closing Schedule**
- 11. NEW BUSINESS**
 - 11.1. 2024 Regular City Council Meetings**
 - 11.2. FDEP Consent Order Amendment**
 - 11.3. State Revolving Fund Loan Agreement Amendment (WW460201)**
 - 11.4. CDBG Grant Agreement Amendment**
 - 11.5. FPL LED Streetlight Conversion Agreement**
 - 11.6. FDEP Grant Agreement for Stormwater Improvements (LPA 0573)**
 - 11.7. Legislative Discussion**
 - 11.8. Resolution 23-06, SRF Loan Application for Azalea Park Neighborhood Water Improvements**
- 12. COUNCILS' STANDING COMMITTEE STATUS REPORTS**
- 13. OTHER COMMENTS**
- 14. ADJOURN**

***** PLEASE TURN OFF OR SILENCE ALL CELL PHONES *****

REMOTE MEETING ATTENDANCE

The virtual link to our meetings is posted in the calendar section of our website (www.cityofmaryesther.com) You may log into the meeting up to 10 minutes prior to the start time to ensure your connection is working properly.

All communications via the chat feature by online participants during city meetings are subject to Florida's public records laws and must be civil in public discourse whether written or spoken. Any private messages sent by online attendees during the meeting is strongly discouraged. Only messages sent to "All" or "Everyone" in the public forum will be addressed by the City Council or City staff during the meeting.

NOTES:

- 1) Adjournment with continuation on the following day at 6:00 PM may be called if the meeting proceeds past 10 PM.*
- 2) The City does not keep verbatim minutes as a matter of record. If a person decides to appeal any decision made by the Mary Esther City Council with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. See Florida Statute 286.0105*
- 3) Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council is not allowed by law to endorse the religious beliefs or views of this or any other speaker.*

AGENDA ITEM

Agenda Item 6.1.

TO: Honorable Mayor and Members of the City Council

FROM: Valerie Broxson, City Clerk

DATE: November 6, 2023

SUBJECT: NWF Aquatic Center Presentation by the City of Niceville

BACKGROUND:

The City of Niceville has asked to speak with the Council regarding the NWF Aquatic Center in hopes of having the City of Mary Esther added to Section 2 of the Cooperative Agreement.

DISCUSSION:

N/A.

FINANCIAL IMPACT:

There is no financial impact related to this matter.

RECOMMENDATION:

Motion to support the NWF Aquatic Center by adding the City of Mary Esther to Section 2 of the Cooperative Agreement.

ATTACHMENT(S):

1. Economic Impact Analysis Niceville Aquatic Center
2. Economic Impact Report for Northwest Florida Regional Aquatic Center
3. Aquatic Cooperative Agreement 09-24-23

Economic Impact Report for an Aquatic Center in Northwest Florida

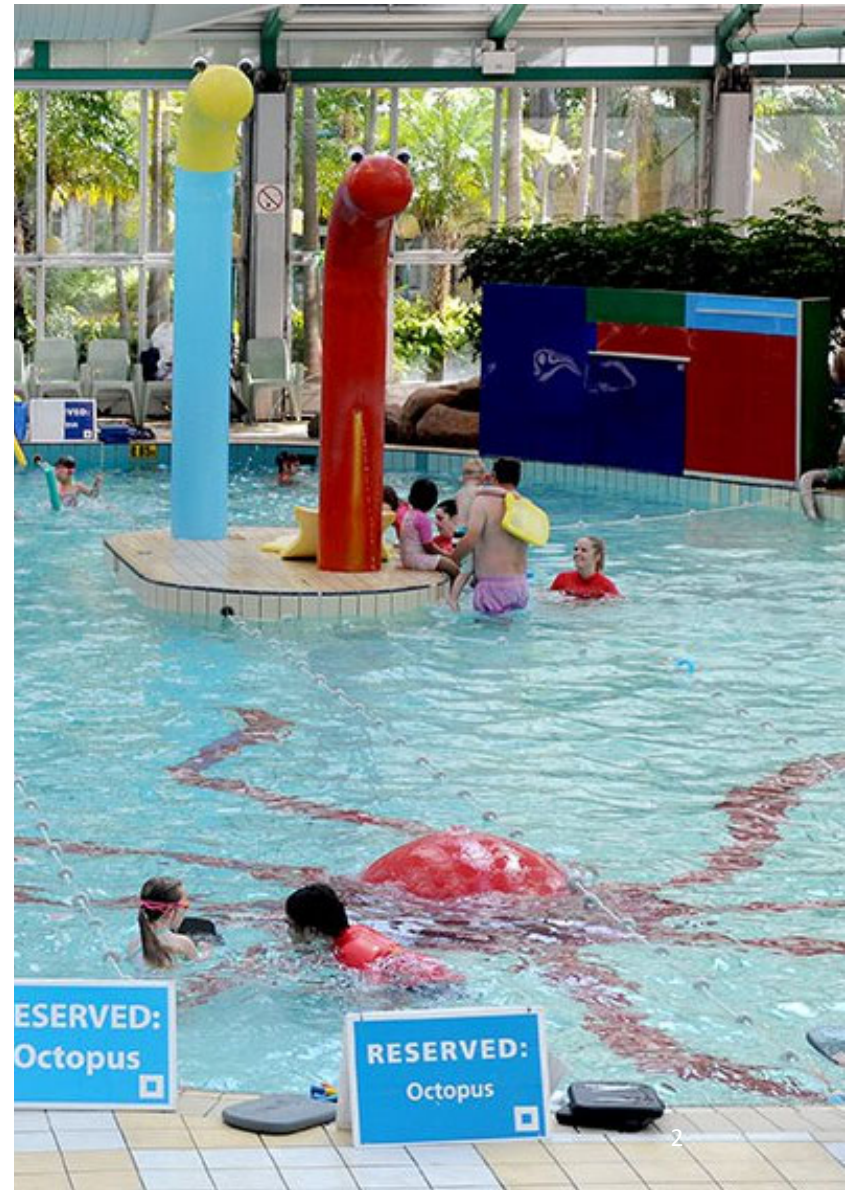
A Report to the
Niceville Community
Redevelopment
Agency



Matrix

Agenda

- Economic Analysis
- Funding Opportunities
- Benefits



Economic Impact



- **Utilized IMPLAN**
- **Impacts encompassed various factors**
 - Employment generation
 - Labor income
 - Gross regional product (Value Added)
- **Estimates considered direct, indirect, and induced economic effects for each impact**
- **Projected cumulative impact of \$235 million over its first 10 years of operation.**



Assumptions

■ Matrix gathered specific data points related to the aquatic center

- The number of events the aquatics center could host to external visitors
- The average length of stay
- The average party size
- Spending patterns of visitors
- Increase in operational expenditures of other aquatics-related activities
- Secondary economic benefits of the established providers of goods and services

Variable	Assumed Value
Number of events	12 (increasing by two annually)
Number of athletes per event	800
Number of supporters per event	1,600
Length of stay	Three nights: 90% of parties Five nights: 10% of parties
Daily lodging rate	\$159 (increasing by 2% annually)
Daily rental car rate (50% take rate)	\$106 (increasing by 2% annually)
Per diem (meals and incidentals)	\$71 (increasing by 1% annually)
Daily entertainment and recreation rate	\$53 (increasing by 2% annually)

Employment Impacts of a Mid-Level Aquatic Center, 2025 to 2035

Year	Direct	Indirect	Induced	Total
2025	161	20	30	211
2026	142	23	16	181
2027	166	26	19	211
2028	188	30	21	239
2029	210	34	24	268
2030	233	38	27	298
2031	257	42	30	329
2032	291	47	34	372
2033	306	50	36	392
2034	331	54	39	424
2035	356	59	42	457

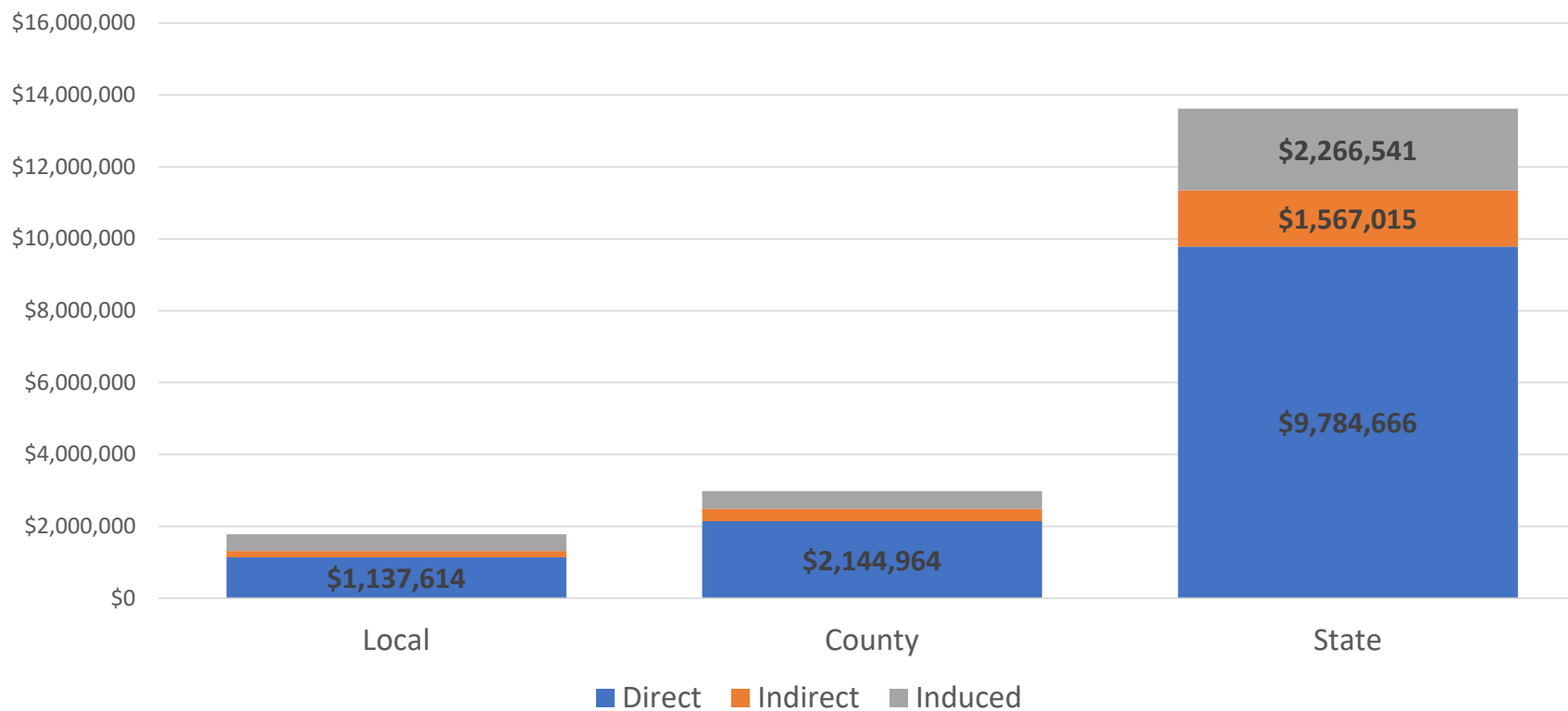
Labor Income Impacts of a Mid-Level Aquatic Center, 2025 to 2035

Year	Direct	Indirect	Induced	Total
2025	\$9,341,815	\$1,256,441	\$1,523,181	\$12,121,437
2026	\$5,126,563	\$1,182,106	\$814,374	\$7,123,043
2027	\$6,035,932	\$1,385,538	\$958,351	\$8,379,821
2028	\$6,922,918	\$1,587,848	\$1,099,703	\$9,610,469
2029	\$7,834,276	\$1,796,499	\$1,245,254	\$10,876,029
2030	\$8,770,584	\$2,011,682	\$1,395,133	\$12,177,399
2031	\$9,732,660	\$2,232,807	\$1,548,628	\$13,514,095
2032	\$11,025,430	\$2,522,414	\$1,751,642	\$15,299,486
2033	\$11,736,035	\$2,695,380	\$1,868,834	\$16,300,249
2034	\$12,778,595	\$2,937,219	\$2,035,794	\$17,751,608
2035	\$13,849,267	\$3,186,361	\$2,207,494	\$19,243,122
Cumulative Impact	\$103,154,075	\$22,794,295	\$16,448,388	\$142,396,758

Economic (Value Added) Impacts of a Mid-Level Aquatic Center, 2025 to 2035

Year	Direct	Indirect	Induced	Total
2025	\$9,917,929	\$1,971,741	\$3,085,688	\$14,975,358
2026	\$8,495,337	\$1,841,792	\$1,648,831	\$11,985,960
2027	\$9,989,429	\$2,153,245	\$1,940,776	\$14,083,450
2028	\$11,478,107	\$2,461,495	\$2,227,529	\$16,167,131
2029	\$13,009,584	\$2,779,313	\$2,522,905	\$18,311,802
2030	\$14,584,918	\$3,106,984	\$2,827,168	\$20,519,070
2031	\$16,205,211	\$3,443,670	\$3,139,735	\$22,788,616
2032	\$18,362,798	\$3,890,995	\$3,553,024	\$25,806,817
2033	\$19,585,105	\$4,147,070	\$3,792,571	\$27,524,746
2034	\$21,347,006	\$4,515,637	\$4,133,364	\$29,996,007
2035	\$23,158,456	\$4,894,580	\$4,484,102	\$32,537,138
Cumulative Impact	\$166,133,880	\$35,206,522	\$33,355,693	\$234,696,095

Tax Revenues Generated by a Mid-Level Aquatic Center, 2025 to 2035



Funding Partners



- **Triumph Gulf Coast**
- **Okaloosa County Tourist Development Department**
- **Walton County Tourism Department**
- **Florida Department of Economic Opportunity**
- **Local Governments**
- **Private Donations and sponsorships**

Benefits

- Opportunity for national prominence
- Increased tourism and associated economic impact
- Hub for community engagement, promoting social cohesion, health, and well-being
- Provide an opportunity for all ages development and skill building
- Partnership opportunities
- Decline in drowning



Thank You!





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Executive Summary

Commissioned by the Niceville Community Redevelopment Agency (CRA) and its partners, this report provides the projected economic impacts associated with the opening of an aquatic center in Okaloosa County. The report considers the impacts of a basic option, a mid-level option, and a top-tier option. **While all three options would fulfill the stated mission of improving the “health, water safety, and the aquatic education of Northwest Florida citizens and aquatic organizations,” our cost-benefit assessment strongly suggests that the Commission proceed with the mid-level option.** Estimated to cost approximately \$21 million to build, the facility should include a 50-meter by 25-yard competition pool, a separate 25-yard programming pool with five lanes, spectator seating for 1,000, a concession area, and locker room space. Ten years after opening, the mid-sized aquatic center is projected to support over 457 jobs and will have cumulatively generated \$234.7 million of economic impact and \$18.4 million of tax revenue. To be sure, the construction costs associated with the basic option, which would feature just a single 50-meter by 25-yard competition pool, would be significantly lower, at around \$12 million. However, its inability to attract a significant number of regional and national events would severely limit its economic impact. On the other hand, the upfront costs associated with the top-tier option, estimated at \$32 million, are likely too steep to garner funding support. **Overall, the economic assessment strongly indicates that an aquatic center capable of drawing athletes and others from throughout the Southeastern U.S. would be an economic boon for Northwest Florida.**

“Ten years after opening, the mid-sized aquatic center is projected to support over 457 jobs and will have cumulatively generated \$234.7 million of economic impact and \$18.4 million of tax revenue.”

By selecting the mid-level option, estimated to cost approximately \$21 million, the facility can cater to a wide range of aquatic needs while attracting regional and national events. **With proper management and operations, the projected tourism and resulting economic impact generated by the aquatic center, including tax revenue, would help compensate for the facility’s construction and operational costs, raising the prospect that the facility will be cost-neutral in the long run.** Moreover, beyond the economic benefits, the aquatic center would contribute to improving the health, water safety, and aquatic education of Northwest Florida citizens and organizations.

We utilized the economic analysis software IMPLAN (IMPact analysis for PLANning) to model the aquatic center's economic impacts. IMPLAN is a multi-regional input-output model with the ability to estimate interrelated economic impacts of businesses and institutions within a specific region. Since we are chiefly concerned about local economic impacts, our analysis focused on Okaloosa and Walton Counties.

To gather the necessary data for our economic analysis, we employed a mixed methods approach to data collection. Firstly, Matrix conducted a thorough review of existing literature and comparable economic studies related to aquatic centers. This literature review allowed us to gain insights into the economic impacts of similar facilities and understand the factors that contribute to their success. Specifically, the case studies of various aquatic centers throughout the U.S. provided insight into the financial scope of large recreational facilities.

Additionally, we conducted a review of USA Swimming and NCAA Swimming documentation to better understand the impacts of aquatic centers on swimming programs and related activities. This information was vital in assessing the potential benefits and outcomes associated with the establishment of an aquatic center. In particular, we learned about the minimum facility standards required to host these events.

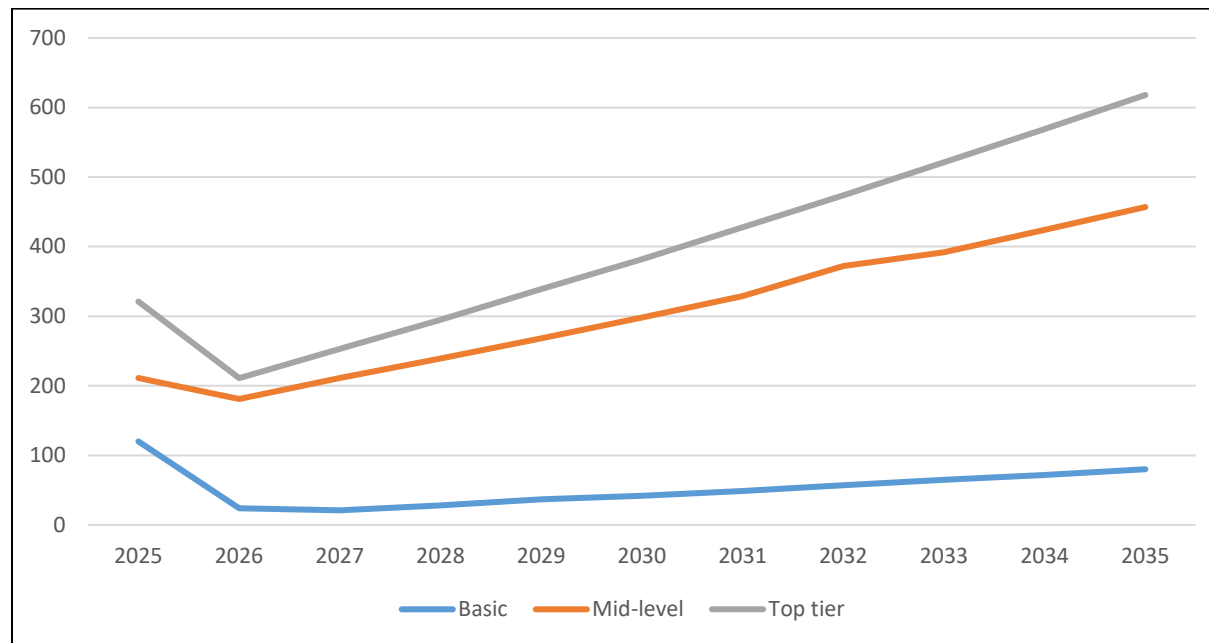
To supplement the literature review, Matrix engaged in both formal and informal interviews with industry experts and practitioners. We engaged individuals identified in the CRA's Feasibility Assessment—such as Brian Haddad, Director of Operations for Southeastern Local Swim Clubs—and others based throughout the identified service area. By consulting these experts, we aimed to determine realistic cost/benefit assumptions and obtain other relevant financial data necessary for our economic analysis.

The insights gained from the literature review and interviews with industry experts informed our estimation of various metrics, such as the number of additional visitors the aquatic center would attract, the average length of stay of visitors, their spending patterns during an aquatic event, and the potential increase in operational expenditures of other aquatics-related activities. Crucially, we were conservative in our assumptions so as not to paint an unrealistic picture of the aquatic center's impacts.



Employment Impact. Figure 1 displays the number of jobs that each type of facility is projected to support over the construction period (assumed to be 2025) and the first 10 years of operation. **Construction of our recommended option would create 211 jobs, and in its tenth year of operation, the facility would support 457 jobs.** By then, about 22% of the jobs supported by the facility would be indirect or induced in nature. Indirect and induced jobs are the result of business-to-business transactions and employee spending in the local economy, respectively.

Figure 1. Total Employment Impacts in Okaloosa County by Facility Type, 2025 to 2035

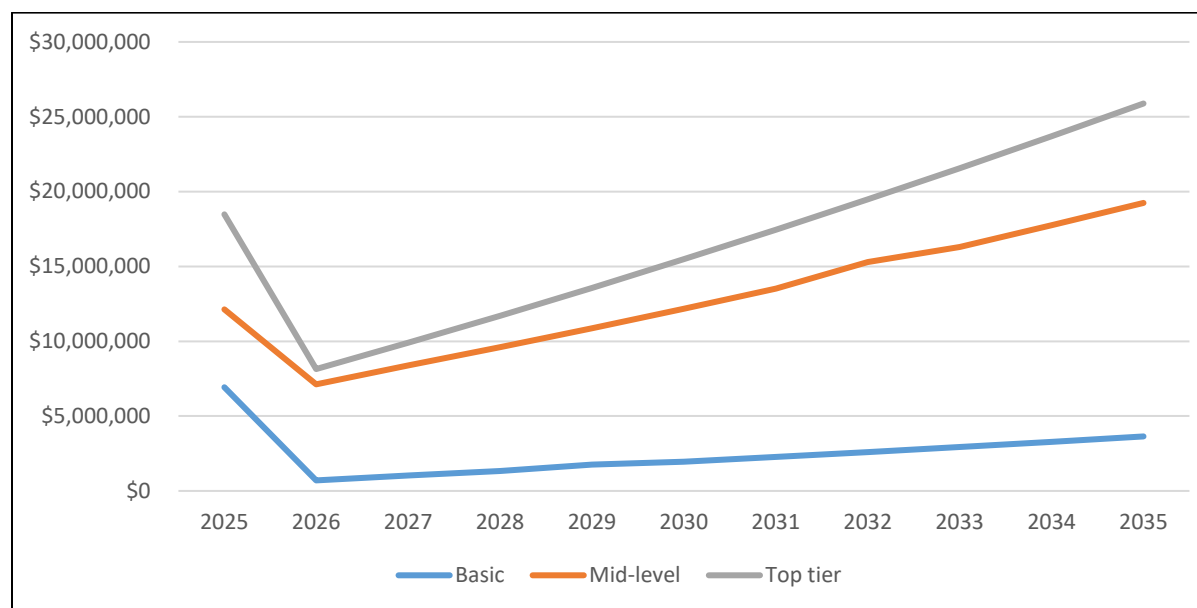


Source: Matrix Design Group, Inc.

Note: Estimates are for Okaloosa County and were generated using IMPLAN.

Labor Income Impact. Construction of our recommended option would produce \$12.1 million of labor income (see Figure 2). Labor income will fall sharply after construction ends, but it will quickly recover as the facility draws events and tourists. In 2030, the facility would generate \$12.2 million of labor income, before rising to \$5.8 million five years later. **We estimate that the mid-level facility would generate \$142.4 million of labor income over the 11-year period.**

Figure 2. Total Labor Income Impacts in Okaloosa County by Facility Type, 2025 to 2035

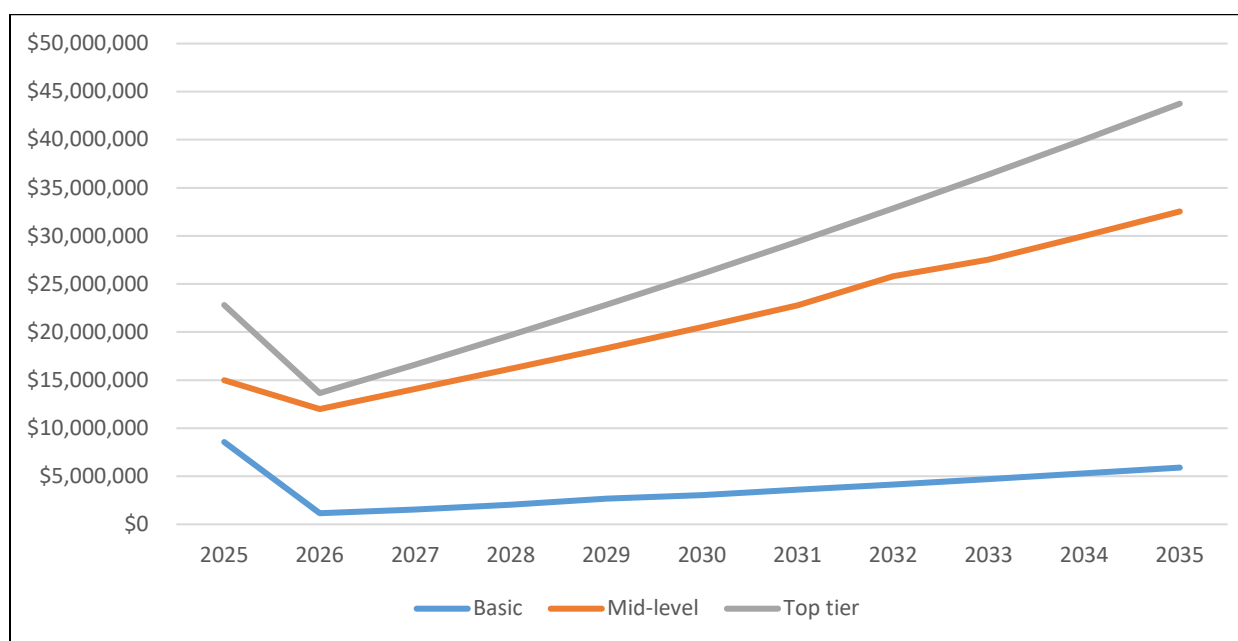


Source: Matrix Design Group, Inc.

Note: Estimates are for Okaloosa County and were generated using IMPLAN.

Economic (Value Added) Impact. Economic impact is best measured as “value added,” defined as the difference between gross output and intermediate consumption. **Our recommended option would create \$234.7 million in total economic impact from 2025 to 2035.** Figure 3 presents the year-by-year breakdown of this cumulative impact. Crucially, our estimates hinge on the assumption that the facility would be able to attract additional events over time. In 2035, when we anticipate that the facility would host 30 events, it is projected to generate \$32.5 million in total economic impact, including a combined \$9.4 million in indirect and induced impacts.

Figure 3. Total Economic Impact (Value Added) by Facility Type in Okaloosa County, 2025 to 2035

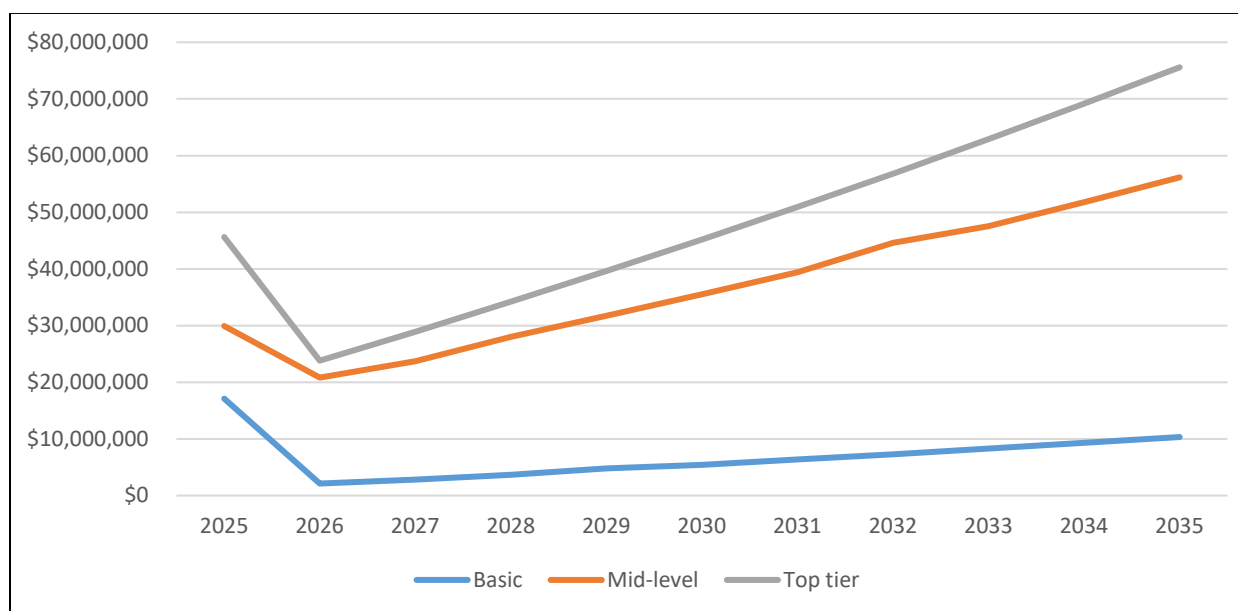


Source: Matrix Design Group, Inc.

Note: Estimates are for Okaloosa County and were generated using IMPLAN.

Gross Output. From 2025 to 2035, our recommended option would yield \$409.3 million in gross output (see Figure 4). While direct outputs would be the most significant contributor to this total, it is important not to understate the indirect and induced outputs the facility is projected to produce. Over the course of this period, the facility is predicted to generate \$123.2 million in indirect or induced outputs.

Figure 4. Gross Output by Facility Type in Okaloosa County, 2025 to 2035



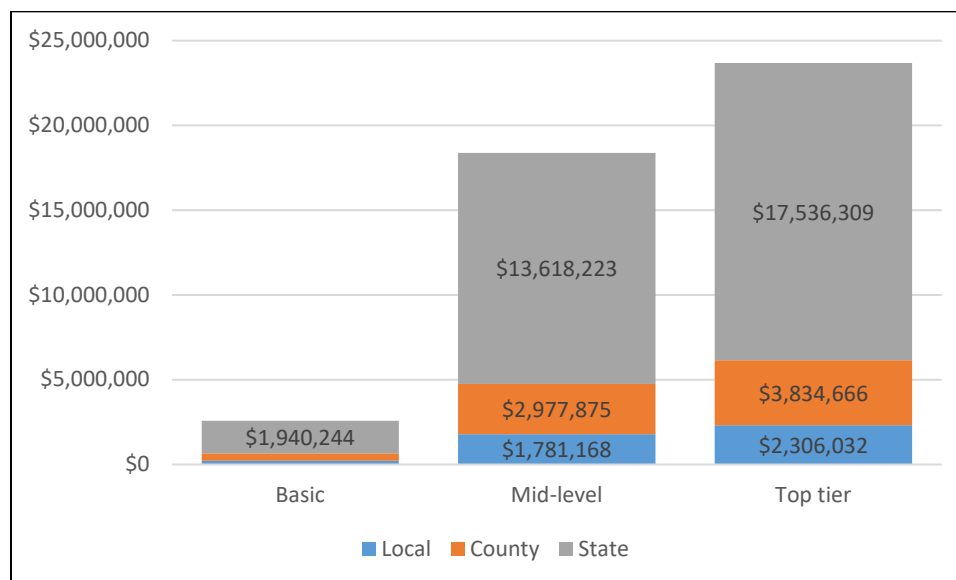
Source: Matrix Design Group, Inc.

Note: Estimates are for Okaloosa County and were generated using IMPLAN.

Tax Revenue Impact. Figure 5 displays the tax revenue that each facility is expected to generate from 2025 to 2035. The most basic option is predicted to produce \$2.6 million in state, local, and county revenue. As the sales tax will be the primary revenue source, the state is set to be the largest beneficiary, collecting \$1.9 million. The mid-level and top-tier facilities are anticipated to produce \$18.4 million and \$23.7 million of

total revenue, respectively. The mid-level facility will raise \$13.6 million for Tallahassee, while the top-tier option will yield \$17.5 million. These findings suggest the state would see a significant return on investment if it were to help finance the latter two projects.

Figure 5. Cumulative Estimated Tax Revenues by Facility Type, 2025 to 2035



Source: Matrix Design Group, Inc.

Note: Estimates are for Okaloosa County and were generated using IMPLAN.

Funding Opportunities. In projecting economic impacts and proposing a funding model, this report provides grant writers with the economic and financial information necessary for regional grant applications. We believe the aquatic center would be especially competitive for Triumph Gulf Coast, Inc. grants. Other potential funding sources include local governments, the Florida Department of Economic Opportunity, the Okaloosa County Tourist Development Department, and private sector contributions.

Introduction and Background

Matrix Design Group was commissioned by the Niceville Community Redevelopment Agency (CRA) and its partners to study the economic impacts associated with the opening of an aquatic center in Okaloosa County. The team was also tasked with studying opportunities to assist the region with funding the aquatic center's construction, staffing, and annual maintenance. This is not the first study the CRA has commissioned related to this opportunity. A feasibility study was conducted in 2022 to determine the optimal location and configuration for the aquatic center. The assessment examined comparable aquatic centers to learn best practices and to develop preliminary cost estimates.

The report considers three facilities of varying size, function, and cost. Table 1 provides an overview of each facility.

Table 1. Overview of Aquatic Center Facilities Under Consideration

Facility Type	Estimated Construction Cost	Features
Basic	\$12 million	50-meter by 25-yard competition pool
Mid-level	\$21 million	50-meter by 25-yard competition pool, 25-yard programming pool with five lanes, spectator seating for 1,000, concession area, and limited locker room space
Top tier	\$32 million	50-meter by 25-yard competition pool, 25-yard programming pool with five lanes, dive well, spectator seating for 1,500, and spacious lobby and locker room areas

Understanding the economic impacts associated with each facility is a crucial step in advancing the project. The study that follows provides the Niceville CRA with a business decision-making tool that allows its members to fully understand the implications of the funding decisions. The report consists of two primary sections (Economic Analysis and Funding Opportunities), followed by an appendix.

The economic analysis section provides a detailed breakout of job, labor income, value added, and gross output impacts for the aquatic center, as well as estimated impacts associated with general admittance and hosting aquatic events. These impacts are comprehensive in nature, consisting of the direct, indirect, and induced effects resulting from the economic multiplier effect. To calculate these estimates, the study employs the widely used IMPLAN input-output economic modeling software. In addition, the report considers the facility's other tangible and intangible benefits.

The results of the economic impact analysis, combined with our understanding of the construction costs associated with each facility, lead us to propose that the Commission proceed with the mid-level option. In our view, although such a facility would require an estimated \$21 million upfront cost, its significant economic impacts, as well as other tangible and intangible benefits, would make it worth the investment. **After 10 years of operation, the facility would support 457 direct, indirect, and induced jobs and yield a cumulative economic impact of \$234.7 million.**

Finally, the report concludes with a discussion of additional funding opportunities such as Triumph Gulf Coast, as well as industry and government contributions. The research team examined the funding structures of comparable aquatic centers in order to provide crucial context for the Commission as it weighs its options

The Niceville Aquatic Center is a proposed recreational facility that will feature various water-related activities, including water safety, recreational and competition swimming, water aerobics, water polo, and synchronized swimming. The center is designed to provide a safe and enjoyable environment for individuals of all ages to participate in aquatic sports and activities.

The center is planned to be built in Niceville, a city in Okaloosa County, Florida, USA. The location is intended to provide easy access for residents of Niceville, as well as visitors to the area.

The aquatic center Matrix recommends would feature a large indoor swimming pool and a smaller programming pool. We are convinced that an indoor pool is most practical given that the region's subtropical climate is known for its high humidity, frequent rain showers, and occasional extreme weather events, which can pose challenges for outdoor recreational activities. By providing an indoor pool, residents and visiting competitors alike will have the opportunity to enjoy swimming and aquatic exercises throughout the year, irrespective of the weather conditions outside, particularly during the winter months. The pools will be equipped with filtration and heating systems, ensuring that the water is clean, safe, and comfortable for users. The center will also include a lobby, visitor seating, offices, locker rooms, and a concession area.

The primary goal of the proposed aquatic center is to meet a growing demand for aquatic sports and training facilities. But the public at large would also benefit, as aquatic sports and activities' propensity to promote healthy living and physical activity are well documented. Crucially, an aquatic center in Okaloosa County will decrease the rate of drownings by providing a safe and controlled environment for swimming education, water safety programs, and lifeguard training, thereby equipping individuals with the necessary skills and awareness to prevent water-related accidents. The center will provide a variety of programs and classes, including swimming lessons, water aerobics, and competitive swimming team activities. The center will also host various events and competitions throughout the year, attracting participants from across the region, **particularly boosting tourism during the winter months.**

The proposed Niceville Aquatic Center has received widespread community support, with many individuals and organizations expressing enthusiasm for the proposed center. The center is expected to be a valuable asset to the community, providing a safe and enjoyable environment for individuals to participate in aquatic activities and promote healthy living.

Comparable Aquatic Centers

The proposed aquatic center in Okaloosa County is expected to be a facility featuring a 50-meter pool, 25-yard programming pool, among various other amenities, as identified in the feasibility study. Below, we provide an overview of comparable aquatic centers in Florida:

- Frank Brown Park Aquatic Center: This aquatic center is located in Panama City Beach and is a part of the larger Frank Brown Park sports complex. It features a heated indoor pool, a seasonal outdoor pool, a splash pad, and a lazy river. The facility also has a fitness center, a playground, and sports fields.
- City of Tallahassee Trousdell Aquatic Center: This aquatic center is located in Tallahassee and features an Olympic-sized outdoor pool with diving boards, a shallow children's pool with water features, and a water slide. The facility also has a fitness center and offers swim lessons and aquatic fitness classes.
- Crystal River / Inverness YMCA Aquatic Center: This aquatic center is located in Citrus County (southwest of Ocala) and is operated by the YMCA. It features a heated indoor pool, a seasonal outdoor pool, a splash pad, and a water slide. The facility also has a fitness center, a basketball court, and a playground.
- Cocoa Beach/Brevard County Aquatic Center: This aquatic center is located in Cocoa Beach and features an Olympic-sized outdoor pool, a children's pool, and a water slide. The facility also has a fitness center, a playground, and sports fields.
- Sanford/Seminole County Aquatic Center: This aquatic center is located in Sanford and features an Olympic-sized outdoor pool with diving boards, a children's pool with water features, and a water slide. The facility also has a fitness center, a playground, and sports fields.
- Palm Bay/Broward County Aquatic Center: This aquatic center is located in Palm Bay and features an Olympic-sized outdoor pool, a children's pool with water features, and a water slide. The facility also has a fitness center, a playground, and sports fields.



Overall, these aquatic centers offer a range of amenities and activities for visitors of all ages and abilities. From heated indoor pools to seasonal outdoor pools, water slides, and fitness centers, each facility has unique features and programs to meet the needs and interests of its community.

References

The following industry experts and practitioners provided valuable insights into the aquatic industry through formal and informal interviews, contributing to the understanding of the economic impacts associated with the proposed aquatic centers.

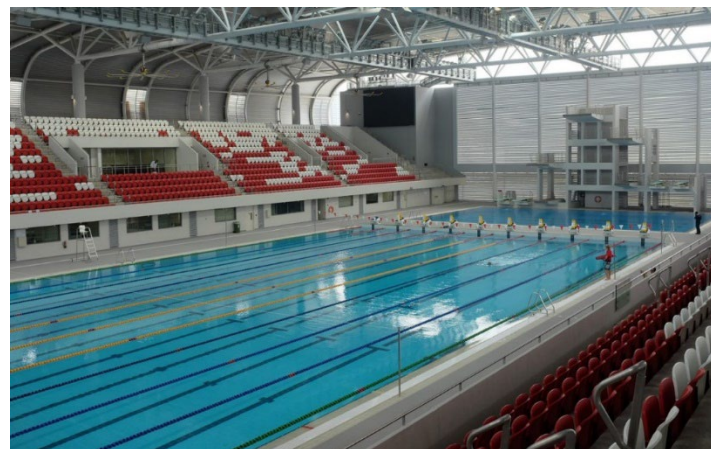
- Frank Busch, former National Team Director for USA Swimming including Athens 2004 and Beijing 2008 and London 2012, in addition NCAA Coach of the Year six times while coaching at U of Arizona: Mr Busch's extensive experience in aquatics proved valuable to this effort across multiple interviews addressing the challenges associated with bringing aquatic centers to communities like Niceville.

- Brain Haddad, Director of Operations, Southeastern Swimming LSC: Mr. Haddad's extensive experience in the aquatic industry and his role in overseeing operations at Southeastern Swimming LSC brought valuable perspectives to the economic impact analysis.
- Sue and Mick Nelson, Total Aquatics LLC: As industry experts and owners of Total Aquatics LLC, Sue and Mick Nelson offered valuable insights into the operational aspects and financial implications of aquatic centers. Their expertise provided crucial information for the economic impact assessment. We were directed to them by USA Swimming, as they are responsible for the organization's financing and facility programming.
- David Hoover, Greensboro Aquatic Director: With his background as the Aquatic Director in Greensboro, North Carolina, David Hoover shared his knowledge and expertise regarding the economic benefits and considerations associated with operating an aquatic center. His insights were instrumental in understanding best practices and potential outcomes.
- Ric Maylott, Northeast Insurance Center, LLC: As a representative of Northeast Insurance Center, LLC, Ric Maylott provided valuable insights into the insurance considerations and risk management strategies specific to aquatic centers. His expertise helped in assessing the financial aspects related to mitigating potential risks and liabilities.

The contributions of these industry experts and practitioners greatly enhanced the quality and depth of analysis in this economic impact report. Their input provided a comprehensive understanding of the aquatic industry, ensuring that the predicted economic impacts associated with the proposed aquatic center would be as accurate as possible.

Task 1: Economic Analysis

An aquatic center would yield significant economic benefits for Okaloosa County. **First, the construction and operation of the facility would stimulate job creation.** Potential positions include construction workers, lifeguards, coaches, instructors, and administrative staff. The aquatic center would also create jobs in the businesses from which it makes purchases, such as suppliers, food and beverage vendors, and maintenance contractors. The labor income generated by the aquatic center and related businesses, in turn, would be spent on goods and services in the local economy, creating additional jobs and capital inflow in other, unrelated businesses and industries. **Second, and relatedly, an aquatic center would attract visitors to the area who are interested in swimming and other aquatic activities, thereby generating additional revenue for local businesses such as hotels, restaurants, and retail shops.** This increase



in tourism would also create additional job opportunities and support the local economy. Importantly, we project this facility would stimulate tourism during the region's non-peak periods. **Third, by providing a venue for events and competitions, an aquatic center would attract businesses to the area, further stimulating economic growth. Fourth, the presence of an aquatic center would increase property values in the surrounding area, as the facility would be seen as an attractive and desirable amenity.** This would benefit local property owners and contribute to the overall economic vitality of the community. **Fifth, by offering opportunities for recreation, exercise, and socialization, an aquatic center would improve the health and well-being of local residents, thus reducing healthcare costs and increasing overall productivity.**

Understanding the total economic impacts associated with the establishment of an aquatic center in Okaloosa County is vital to determining whether the project is worth the short- and long-term investment. As such, we forecast the employment, labor income, economic impact, gross output, and tax revenue generated by three hypothetical aquatic centers of varying size and function. Although sometimes discussed interchangeably, economic impact and gross output differ in significant ways. Economic impact, otherwise referred to as "value added," is effectively a business's contribution to GDP, consisting of employee compensation, proprietor income, taxes on production and imports, and other property income. In other words, it represents the wealth created by a business. Conceptualized as the total value of production generated by a business or industry, gross output, or sales, is the sum of value added and intermediate inputs—that is, purchases of goods and services used to produce final goods and services. While both indicators are valuable, it is important to recognize that gross output inherently double counts goods and services and is therefore an inferior indicator of a business' activity.

Methodology

We quantify economic impacts using the IMPLAN modeling software. An input-output model, IMPLAN measures the effects of spending as it ripples through the economy. More specifically, it provides estimates of direct, indirect, and induced effects. Direct effects are the immediate result of spending and therefore the most common way of measuring economic impacts. In the case of an aquatic center, the direct effects include the new jobs and income for construction workers, architects, engineers, and other professionals involved in the project, as well as the revenue collected from fees, memberships, and program fees. This revenue, in turn, supports the employment of lifeguards, coaches, instructors, and administrative staff. Indirect effects result from the business-to-business transactions that occur in the supply chain. Aquatic centers generate income and jobs for local vendors through the purchase of equipment, supplies, and services, such as pool cleaners, maintenance workers, and food suppliers. Induced effects are the product of employee spending, referring to the jobs and income created from purchases of goods and services by workers. Our study focuses on Okaloosa County and, accordingly, does not present impacts tied to surrounding counties. However, it is almost certainly the case that these spillover effects extend far beyond Okaloosa County's borders. Our economic impact projections cover the year of construction and the first 10 years of the facility's operation.

A challenge we face is that the project has yet to be initiated. In the absence of readily available spending and participant or consumer survey data, researchers are forced to make inferences about relevant factors, including expenditures, capital investment, length of stay, and party size, through interviews with knowledgeable stakeholders and the close study of similar facilities located elsewhere. Over the course of the study period, Matrix conducted several interviews with aquatic industry representatives, whose input informed our assumptions. Where possible, we also relied on data from the Bureau of Labor Statistics, the Department of Energy, the U.S. Census Bureau's American Community Survey, and other credible sources to develop our cost estimates.

Like traditional economic impact assessments, our study considers a variety of spending flows. These spending flows fall into three broad categories: construction costs, operational expenditures, and local expenditures from patrons. These expenditures, and the resulting economic impacts, will vary significantly depending on which aquatic center option local leaders choose to pursue.

Construction Costs

Our interviews with industry practitioners and analysis of existing aquatic centers informed our construction cost estimates for the three options under consideration. **Note that we were careful to adjust for expected inflation and regional differences in labor costs and the prices of relevant goods and services.** The smallest project would result in a facility housing a single 50-meter by 25-yard competition pool and cost approximately \$12 million to complete. Construction costs for a mid-level option, featuring a 50-meter by 25-yard competition pool, a separate 25-yard programming pool with five lanes, spectator seating for 1,000, a concession area, and limited locker room space, would amount to about \$21 million. It would cost an additional \$11 million to build the top-tier option, which would include the aforementioned competition and programming pools, a dive well, spectator seating for 1,500, a larger concession area, and spacious lobby and locker room areas.

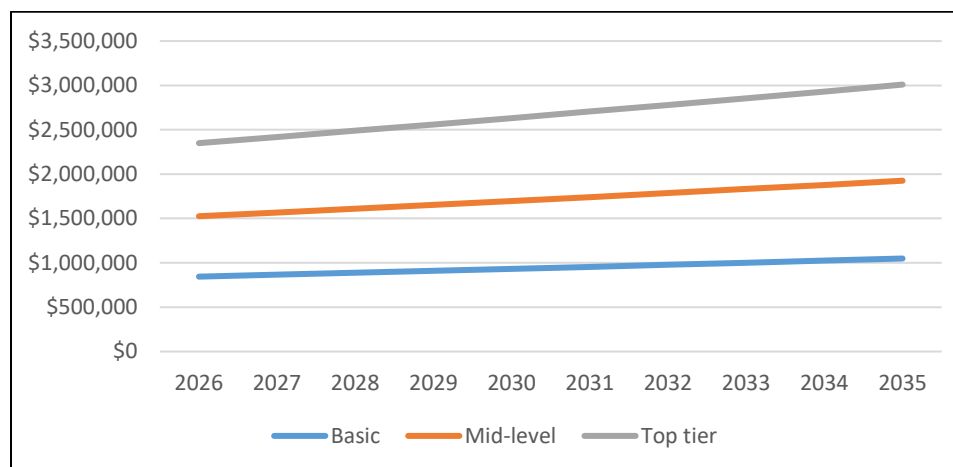
Operational Expenditures

Table 2 presents operating expenditure estimates, divided across 11 subcategories, for the three options in their first year of operation. The results show that a basic aquatic center is projected to produce \$844,248 in annual operating costs, with labor and electricity representing the largest expenditures. A mid-level facility would incur nearly twice the expenditures (\$1,525,409). A top-tier facility would cost an additional \$824,086 to operate. Naturally, due to both expected inflation and the likelihood that the aquatic center would gradually accommodate more events and patrons over time, operating costs are likely to rise from year to year (see Figure 6). By 2035, for instance, the mid-level option's operating expenditures are projected to increase to just short of two million dollars.

Table 2. Projected Operating Expenditures in First Year of Operation by Aquatic Center Size

Expenditure Type	Basic	Mid-level	Top tier
Electricity	\$137,354	\$240,369	\$366,277
Water	\$15,905	\$27,834	\$42,413
Repair and maintenance	\$6,493	\$11,362	\$17,314
Data and communications	\$53,155	\$93,022	\$141,748
Operating supplies	\$31,893	\$55,813	\$85,049
Chemicals	\$45,520	\$79,661	\$121,388
Advertising	\$46,460	\$81,305	\$123,893
Trash	\$6,699	\$6,699	\$6,699
Labor	\$472,825	\$827,444	\$1,260,867
Events	\$4,000	\$60,000	\$120,000
Insurance	\$23,943	\$41,900	\$63,848
Total Operating Expenditures	\$844,248	\$1,525,409	\$2,349,495

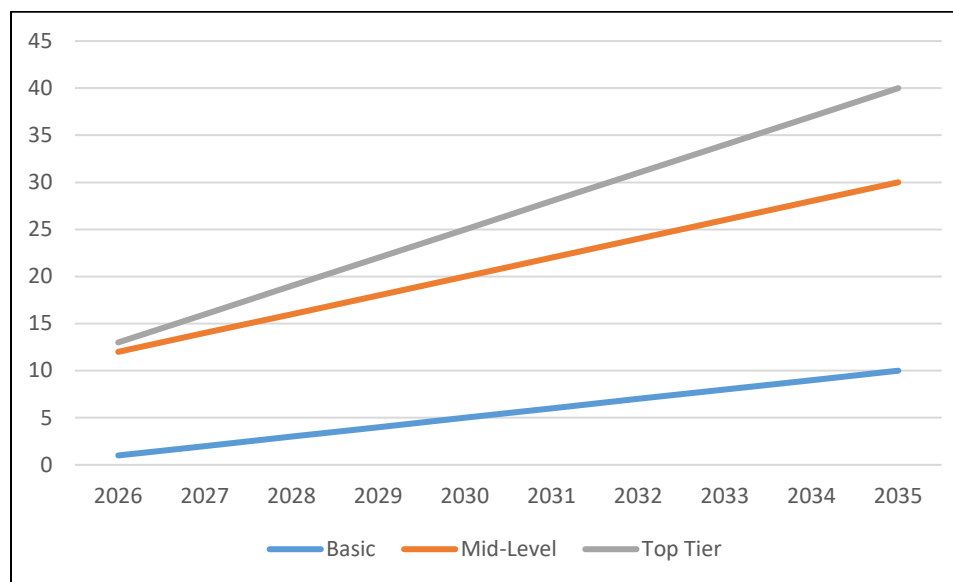
Source: Matrix Design Group, Inc.

Figure 6. Projected Annual Operating Expenditures by Aquatic Center Type, 2026 to 2035

Source: Matrix Design Group, Inc.

Consumer Spending Assumptions

As previously mentioned, Matrix developed assumptions to estimate the data points used to determine economic impacts. These assumptions were derived from relevant scientific and applied economic literature, interviews with national industry experts and practitioners, our analysis of comparable aquatic centers, and appropriate local, regional, and state economic and tourism data. To avoid overestimating the facility's economic impacts and setting unrealistic expectations, our assumptions were intentionally conservative. As such, it is possible that the actual impacts will be larger than anticipated. The aquatic center's economic impact in the years following its construction would be driven primarily by the regional and national events it is able to attract. The facility can entice event organizers by offering customized packages, such as group discounts, VIP access, and sponsorship opportunities. The resulting tourism would generate significant consumer spending on food, lodging, transportation, and entertainment. Figure 7 displays the number of events that we anticipate each type of facility would be able to attract through 2035. Consistent with our view that the basic option would almost exclusively serve the local population, we expect that such a facility would only be able to draw one event in its first year of operation. Further, we assume it would only add one event per year, meaning it would host a total of 10 events in 2035. Our interviews with industry experts suggest it is feasible for the number of events hosted by a mid-level aquatic center to increase from 12 to 30 over a ten-year period. We anticipate that a top-tier facility would start at 13 events and add an average of three events per year as it becomes better known throughout the Southeastern United States. Considering that top aquatic centers host events on a near weekly basis, we believe these projections are reasonable.

Figure 7. Expected Number of Hosted Events by Aquatic Center Type, 2026 to 2035

Source: Matrix Design Group, Inc.

Additionally, we assume that average attendance would vary depending on facility type. According to aquatic industry experts, a facility akin to the mid-level or top-tier options can expect to draw 800 athletes per event, on average. We assumed the average athlete would be accompanied by two supporters (typically parents), resulting in a total attendance of 2,400. Using a similar methodology, we inferred that events hosted by the basic facility would attract half as many attendees, on average.

Guided by the assumption that the average length of stay would be three nights, we estimated the spending habits of the typical tourist. We factored into our estimates an annual inflation rate of one or two percent, depending on the good or service. We arrived at our estimated starting nightly lodging rate of \$159 after studying the prices of a sample of hotels in the Niceville area. We assumed that the typical room would be occupied by two guests. The government per diem rate for meals and incidentals in Okaloosa and Walton Counties, which currently amounts to \$69 but will likely increase by the time the facility opens, informed our dining cost estimates. Finally, we researched typical rental car rates in the area to estimate transportation costs. We determined the average daily rental car rate to be \$106. We assumed that half of the athletes' parties would opt to rent cars.

Finally, we assumed that 10% of athletes and their supporters would stay two additional days, perhaps to visit Destin. During this time, we estimate that each party would spend just over \$50 per day on entertainment or recreational activities. Table 3 summarizes the assumptions that informed our analysis.

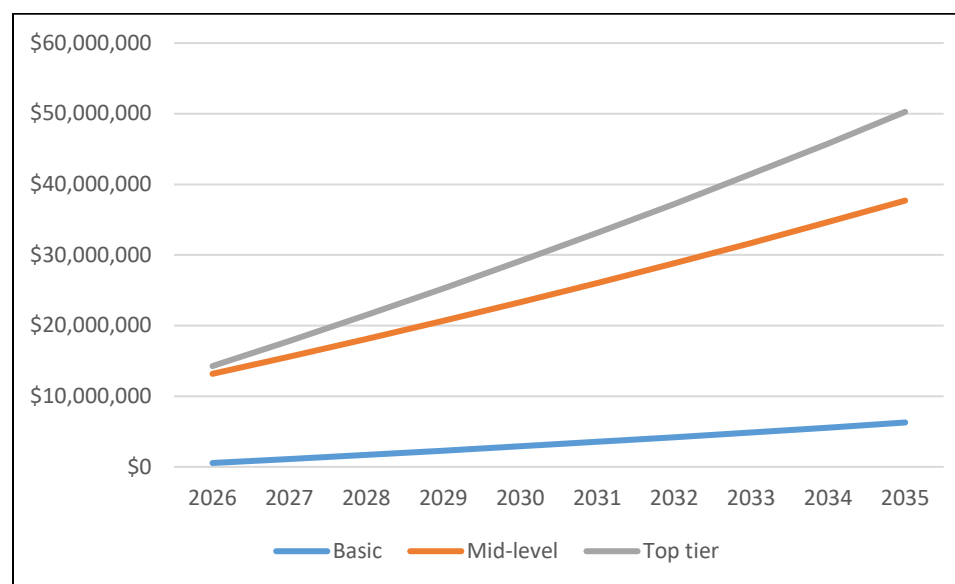
Table 3. Assumptions Used to Estimate Economic Impacts in the First Year of Operation by Facility Type

Variable	Basic	Mid-Level	Top-Tier
Number of events	1 (increasing by one annually)	12 (increasing by two annually)	13 (increasing by three annually)
Number of athletes per event	400	800	800
Number of supporters per event	800	1,600	1,600
Length of stay	Three nights: 90% of parties Five nights: 10% of parties	Three nights: 90% of parties Five nights: 10% of parties	Three nights: 90% of parties Five nights: 10% of parties
Daily lodging rate	\$159 (increasing by 2% annually)	\$159 (increasing by 2% annually)	\$159 (increasing by 2% annually)
Daily rental car rate	\$106 (increasing by 2% annually)	\$106 (increasing by 2% annually)	\$106 (increasing by 2% annually)
Per diem (meals and incidentals)	\$71 (increasing by 1% annually)	\$71 (increasing by 1% annually)	\$71 (increasing by 1% annually)
Daily entertainment and recreation rate	\$53 (increasing by 2% annually)	\$53 (increasing by 2% annually)	\$53 (increasing by 2% annually)

Source: Matrix Design Group, Inc.

Note: Dollar values reflect expected 2026 dollars.

Figure 8 displays estimates of projected consumer spending by facility type. **We expect that a top-tier facility would generate over \$14 million of spending on commodities in 2026, compared to \$13.1 million for a mid-level facility and a mere \$548,903 for the basic option.** While spending will rise over time regardless of which option leaders choose to pursue, the increases will be far steeper for the former two facilities. Once construction is complete, consumer spending in the local economy, particularly from nonresidents, is likely to be the main driver of an aquatic center's economic impacts.

Figure 8. Projected Annual Consumer Spending by Facility Type

Source: Matrix Design Group, Inc.

Employment

To what extent would each type of facility stimulate job creation over time? Tables 4 through 6 provide insight into this question, providing yearly estimates of the number of direct, indirect, and induced jobs the facility's construction and operation would support. Note that job impacts are not cumulative in nature, meaning it would be incorrect to sum the estimates across years. **In 2025 (the presumed year of construction), each project is projected to generate significant numbers of jobs.** We estimate that a \$12,000 construction project would produce 92 direct jobs. Further, the purchases of materials, supplies, equipment, fuel, and other goods and services used to complete the project would create 11 indirect jobs. 17 additional, induced jobs would result from employee spending on goods and services in the local economy. As expected, larger projects would yield even greater impacts. A mid-level aquatic center, estimated to cost \$21 million to build, is predicted to generate 161 direct jobs, 20 indirect jobs, and 30 induced jobs, for a total of 211 jobs, while a top-tier facility would create a combined 321 jobs. **In short, construction alone is likely to add a substantial number of jobs to Okaloosa County's economy.**

After construction ends, the facility would continue to generate jobs. **We anticipate that the opening of the facility in 2026 would create between 19 and 167 direct jobs, depending on facility type.** Over time, as both the clientele and number of hosted events grow, so too will the number of direct jobs created by the facility. In the tenth year of operation (2035), the number of direct jobs supported by the facility will range from 62 to 482. Similarly, business-to-business transactions and employee spending will increase as the facility matures, stimulating additional indirect and induced jobs. A mid-level facility, for instance, is projected to generate 39 indirect or induced jobs in its first year of operation, before reaching 101 at the 10-year mark—a 159% increase. By comparison, a top-tier facility would support 136 indirect or induced jobs at that same point in time. **Particularly as time progresses, the total employment impacts of the mid-level and top-tier options would dwarf that of the basic option. In 2035, the top-tier and mid-level options would support 457 and 618 total jobs, respectively, compared to just 80 for the basic option.**

Table 4. Employment Impacts of a Basic Aquatic Center, 2025 to 2035

Year	Direct	Indirect	Induced	Total
2025	92	11	17	120
2026	19	3	2	24
2027	17	2	2	21
2028	22	3	3	28
2029	29	4	4	37
2030	33	5	4	42
2031	38	6	5	49
2032	44	7	6	57
2033	50	8	7	65
2034	56	9	7	72
2035	62	10	8	80

Source: Matrix Design Group, Inc.

Note: Estimates are for Okaloosa County and were generated using IMPLAN.

Table 5. Employment Impacts of a Mid-Level Aquatic Center, 2025 to 2035

Year	Direct	Indirect	Induced	Total
2025	161	20	30	211
2026	142	23	16	181
2027	166	26	19	211
2028	188	30	21	239
2029	210	34	24	268
2030	233	38	27	298
2031	257	42	30	329
2032	291	47	34	372
2033	306	50	36	392
2034	331	54	39	424
2035	356	59	42	457

Source: Matrix Design Group, Inc.**Note:** Estimates are for Okaloosa County and were generated using IMPLAN.**Table 6. Employment Impacts of a Top-Tier Aquatic Center, 2025 to 2035**

Year	Direct	Indirect	Induced	Total
2025	245	30	46	321
2026	167	26	18	211
2027	199	32	22	253
2028	232	37	26	295
2029	266	43	30	339
2030	300	48	34	382
2031	335	54	39	428
2032	371	60	43	474
2033	407	66	48	521
2034	444	73	52	569
2035	482	79	57	618

Source: Matrix Design Group, Inc.**Note:** Estimates are for Okaloosa County and were generated using IMPLAN.

Labor Income

Not surprisingly, the three facilities are also projected to produce radically different amounts of labor income. Table 7 demonstrates that in the 11-year period from 2025 to 2035, the basic option's combined cumulative impact would be approximately \$28.4 million. 74% of the generated labor income will be the result of the direct jobs created by the facility. **Over the same timeframe, a mid-level facility would generate \$142.4 million in labor income—an over fivefold increase compared to the basic option (see Table 8).** \$22.8 million and \$16.5 million of that income will originate from indirect and induced jobs, respectively. The top-tier option would yield a combined cumulative impact of \$185.3 million (see Table 9). Via its direct, indirect, and induced impacts, the facility would inject \$8.1 million into workers' pockets in its first year of operation. This figure would grow to nearly \$20 million in 2035.

Table 7. Labor Income Impacts of a Basic Aquatic Center, 2025 to 2035

Year	Direct	Indirect	Induced	Total
2025	\$5,338,180	\$717,966	\$870,389	\$6,926,535
2026	\$496,752	\$128,422	\$79,670	\$704,844
2027	\$775,797	\$139,302	\$124,601	\$1,039,700
2028	\$989,230	\$186,511	\$158,509	\$1,334,250
2029	\$1,296,638	\$246,817	\$207,882	\$1,751,337
2030	\$1,434,160	\$285,536	\$229,413	\$1,949,109
2031	\$1,665,977	\$337,287	\$266,306	\$2,269,570
2032	\$1,904,220	\$390,647	\$304,262	\$2,599,129
2033	\$2,149,041	\$445,663	\$343,309	\$2,938,013
2034	\$2,400,599	\$502,384	\$383,478	\$3,286,461
2035	\$2,659,055	\$560,858	\$424,803	\$3,644,716
Cumulative Impact	\$21,109,649	\$3,941,393	\$3,392,622	\$28,443,664

Source: Matrix Design Group, Inc.

Note: Estimates are for Okaloosa County and were generated using IMPLAN.

Table 8. Labor Income Impacts of a Mid-Level Aquatic Center, 2025 to 2035

Year	Direct	Indirect	Induced	Total
2025	\$9,341,815	\$1,256,441	\$1,523,181	\$12,121,437
2026	\$5,126,563	\$1,182,106	\$814,374	\$7,123,043
2027	\$6,035,932	\$1,385,538	\$958,351	\$8,379,821
2028	\$6,922,918	\$1,587,848	\$1,099,703	\$9,610,469
2029	\$7,834,276	\$1,796,499	\$1,245,254	\$10,876,029
2030	\$8,770,584	\$2,011,682	\$1,395,133	\$12,177,399
2031	\$9,732,660	\$2,232,807	\$1,548,628	\$13,514,095
2032	\$11,025,430	\$2,522,414	\$1,751,642	\$15,299,486
2033	\$11,736,035	\$2,695,380	\$1,868,834	\$16,300,249
2034	\$12,778,595	\$2,937,219	\$2,035,794	\$17,751,608
2035	\$13,849,267	\$3,186,361	\$2,207,494	\$19,243,122
Cumulative Impact	\$103,154,075	\$22,794,295	\$16,448,388	\$142,396,758

Source: Matrix Design Group, Inc.

Note: Estimates are for Okaloosa County and were generated using IMPLAN.

Table 9. Labor Income Impacts of a Top-Tier Aquatic Center, 2025 to 2035

Year	Direct	Indirect	Induced	Total
2025	\$14,235,147	\$1,914,577	\$2,321,038	\$18,470,762
2026	\$5,854,878	\$1,358,909	\$930,088	\$8,143,875
2027	\$7,124,313	\$1,646,712	\$1,131,701	\$9,902,726
2028	\$8,429,016	\$1,943,606	\$1,339,327	\$11,711,949
2029	\$9,769,827	\$2,249,863	\$1,553,150	\$13,572,840
2030	\$11,147,607	\$2,565,766	\$1,773,362	\$15,486,735
2031	\$12,563,524	\$2,890,650	\$1,999,108	\$17,453,282
2032	\$14,018,265	\$3,225,453	\$2,231,308	\$19,475,026
2033	\$15,512,757	\$3,570,460	\$2,470,142	\$21,553,359
2034	\$17,047,949	\$3,925,965	\$2,715,797	\$23,689,711
2035	\$18,624,808	\$4,292,268	\$2,968,466	\$25,885,542
Cumulative Impact	\$134,328,091	\$29,584,229	\$21,433,487	\$185,345,807

Source: Matrix Design Group, Inc.

Note: Estimates are for Okaloosa County and were generated using IMPLAN

Economic Impact

Recall that “value added,” which represents gross output (sales) less intermediate consumption, quantifies a business’s true economic impact. Tables 10 through 12 display the economic impacts associated with each type of facility. **The construction projects are expected to contribute between \$8.6 million and \$22.8 million to Okaloosa County’s economy.** After construction is complete, these impacts will diminish, before approaching previous levels. In the first year of operation, the total economic impact of a basic aquatic center will be \$1.2 million, compared to \$12 million for a mid-level facility and \$13.6 million for a top-tier facility. The economic impact of a basic facility will rise at an average annual rate of 20% through 2035, when it is projected to reach \$5.9 million. Due in large part to its enhanced ability to attract events and, by extension, tourists, the mid-level facility will generate significantly more economic impact, amounting to \$20.5 million in 2030 and \$32.5 million in 2035. **In total, the mid-level aquatic center’s construction and first 10 years of operation would generate \$234.7 million in economic impact, making it a powerful stimulator of economic development.**

Table 10. Economic (Value Added) Impacts of a Basic Aquatic Center, 2025 to 2035

Year	Direct	Indirect	Induced	Total
2025	\$5,667,388	\$1,126,709	\$1,763,250	\$8,557,347
2026	\$770,455	\$221,766	\$161,318	\$1,153,539
2027	\$1,062,817	\$214,145	\$252,433	\$1,529,395
2028	\$1,414,845	\$285,866	\$321,173	\$2,021,884
2029	\$1,871,005	\$377,866	\$421,300	\$2,670,171
2030	\$2,150,287	\$436,250	\$465,000	\$3,051,537
2031	\$2,534,229	\$514,816	\$540,025	\$3,589,070
2032	\$2,929,345	\$595,807	\$617,276	\$4,142,428
2033	\$3,335,912	\$679,294	\$696,816	\$4,712,022
2034	\$3,754,218	\$765,347	\$778,709	\$5,298,274
2035	\$4,184,553	\$854,040	\$863,023	\$5,901,616
Cumulative Impact	\$29,675,054	\$6,071,906	\$6,880,323	\$42,627,283

Source: Matrix Design Group, Inc.

Note: Estimates are for Okaloosa County and were generated using IMPLAN.

Table 11. Economic (Value Added) Impacts of a Mid-Level Aquatic Center, 2025 to 2035

Year	Direct	Indirect	Induced	Total
2025	\$9,917,929	\$1,971,741	\$3,085,688	\$14,975,358
2026	\$8,495,337	\$1,841,792	\$1,648,831	\$11,985,960
2027	\$9,989,429	\$2,153,245	\$1,940,776	\$14,083,450
2028	\$11,478,107	\$2,461,495	\$2,227,529	\$16,167,131
2029	\$13,009,584	\$2,779,313	\$2,522,905	\$18,311,802
2030	\$14,584,918	\$3,106,984	\$2,827,168	\$20,519,070
2031	\$16,205,211	\$3,443,670	\$3,139,735	\$22,788,616
2032	\$18,362,798	\$3,890,995	\$3,553,024	\$25,806,817
2033	\$19,585,105	\$4,147,070	\$3,792,571	\$27,524,746
2034	\$21,347,006	\$4,515,637	\$4,133,364	\$29,996,007
2035	\$23,158,456	\$4,894,580	\$4,484,102	\$32,537,138
Cumulative Impact	\$166,133,880	\$35,206,522	\$33,355,693	\$234,696,095

Source: Matrix Design Group, Inc.

Note: Estimates are for Okaloosa County and were generated using IMPLAN.

Table 12. Economic (Value Added) Impacts of a Top-Tier Aquatic Center, 2025 to 2035

Year	Direct	Indirect	Induced	Total
2025	\$15,113,034	\$3,004,558	\$4,702,001	\$22,819,593
2026	\$9,624,457	\$2,137,821	\$1,883,104	\$13,645,382
2027	\$11,749,766	\$2,576,788	\$2,291,826	\$16,618,380
2028	\$13,936,917	\$3,029,479	\$2,712,899	\$19,679,295
2029	\$16,187,442	\$3,496,301	\$3,146,703	\$22,830,446
2030	\$18,502,918	\$3,977,675	\$3,593,626	\$26,074,219
2031	\$20,884,978	\$4,472,676	\$4,053,048	\$29,410,702
2032	\$23,335,253	\$4,982,646	\$4,525,994	\$32,843,893
2033	\$25,855,435	\$5,508,011	\$5,012,847	\$36,376,293
2034	\$28,447,254	\$6,049,210	\$5,514,002	\$40,010,466
2035	\$31,112,480	\$6,606,694	\$6,029,866	\$43,749,040
Cumulative Impact	\$210,038,234	\$44,898,787	\$42,533,150	\$297,470,171

Source: Matrix Design Group, Inc.

Note: Estimates are for Okaloosa County and were generated using IMPLAN.

Gross Output

Estimates of gross output, which are computed by summing value added and intermediate inputs, appear in Tables 13 through 15. As previously mentioned, because gross output is susceptible to “double counting,” these values should not be interpreted as true economic impacts. Table 13 reveals that, following construction, the gross output for the basic facility would grow from \$2.1 million to \$10.3 million over a 10-year period. This figure pales in comparison to the gross outputs of the two larger facilities. **The mid-level and top-tier options are anticipated to generate \$56.1 million and \$75.6 million in gross output by the end of the period, respectively.**

Table 13. Gross Output Impacts of a Basic Aquatic Center, 2025 to 2035

Year	Direct	Indirect	Induced	Total
2025	\$12,000,000	\$2,882,383	\$2,224,970	\$17,107,353
2026	\$1,388,319	\$468,973	\$263,780	\$2,121,072
2027	\$1,969,907	\$416,833	\$412,920	\$2,799,660
2028	\$2,568,605	\$555,326	\$525,533	\$3,649,464
2029	\$3,386,117	\$733,567	\$689,600	\$4,809,284
2030	\$3,819,035	\$845,788	\$761,376	\$5,426,199
2031	\$4,471,634	\$997,390	\$884,255	\$6,353,279
2032	\$5,143,102	\$1,153,649	\$1,010,788	\$7,307,539
2033	\$5,833,909	\$1,314,700	\$1,141,079	\$8,289,688
2034	\$6,544,532	\$1,480,678	\$1,275,234	\$9,300,444
2035	\$7,275,466	\$1,651,726	\$1,413,365	\$10,340,557
Cumulative Impact	\$54,400,626	\$12,501,013	\$10,602,900	\$77,504,539

Source: Matrix Design Group, Inc.

Note: Estimates are for Okaloosa County and were generated using IMPLAN.

“Due in large part to its enhanced ability to attract events and, by extension, tourists, the mid-level facility will generate significantly more economic impact, amounting to \$20.5 million in 2030 and \$32.5 million in 2035.”

Table 14. Gross Output Impacts of a Mid-Level Aquatic Center, 2025 to 2035

Year	Direct	Indirect	Induced	Total
2025	\$21,000,000	\$3,893,698	\$5,044,170	\$29,937,868
2026	\$14,498,865	\$3,623,707	\$2,696,110	\$20,818,682
2027	\$16,534,591	\$4,114,399	\$3,088,636	\$23,737,626
2028	\$19,547,145	\$4,825,693	\$3,644,787	\$28,017,625
2029	\$22,136,398	\$5,441,146	\$4,129,460	\$31,707,004
2030	\$24,799,499	\$6,075,741	\$4,629,001	\$35,504,241
2031	\$27,538,136	\$6,726,901	\$5,140,990	\$39,406,027
2032	\$31,186,878	\$7,598,948	\$5,817,944	\$44,603,770
2033	\$33,249,837	\$8,088,170	\$6,210,452	\$47,548,459
2034	\$36,226,764	\$8,799,394	\$6,768,787	\$51,794,945
2035	\$39,287,057	\$9,531,781	\$7,343,453	\$56,162,291
Cumulative Impact	\$286,005,170	\$68,719,578	\$54,513,790	\$409,238,538

Source: Matrix Design Group, Inc.

Note: Estimates are for Okaloosa County and were generated using IMPLAN.

Table 15. Gross Output Impacts of a Top-Tier Aquatic Center, 2025 to 2035

Year	Direct	Indirect	Induced	Total
2025	\$32,000,000	\$5,933,254	\$7,686,354	\$45,619,608
2026	\$16,495,338	\$4,237,091	\$3,079,184	\$23,811,613
2027	\$20,090,496	\$5,087,267	\$3,748,752	\$28,926,515
2028	\$23,789,799	\$5,964,100	\$4,438,973	\$34,192,872
2029	\$27,595,825	\$6,868,386	\$5,150,483	\$39,614,694
2030	\$31,511,220	\$7,800,944	\$5,883,943	\$45,196,107
2031	\$35,538,522	\$8,758,767	\$6,636,444	\$50,933,733
2032	\$39,680,627	\$9,745,370	\$7,411,149	\$56,837,146
2033	\$43,940,371	\$10,761,571	\$8,208,690	\$62,910,632
2034	\$48,320,662	\$11,808,210	\$9,029,716	\$69,158,588
2035	\$52,824,468	\$12,886,149	\$9,874,894	\$75,585,511
Cumulative Impact	\$371,787,328	\$89,851,109	\$71,148,582	\$532,787,019

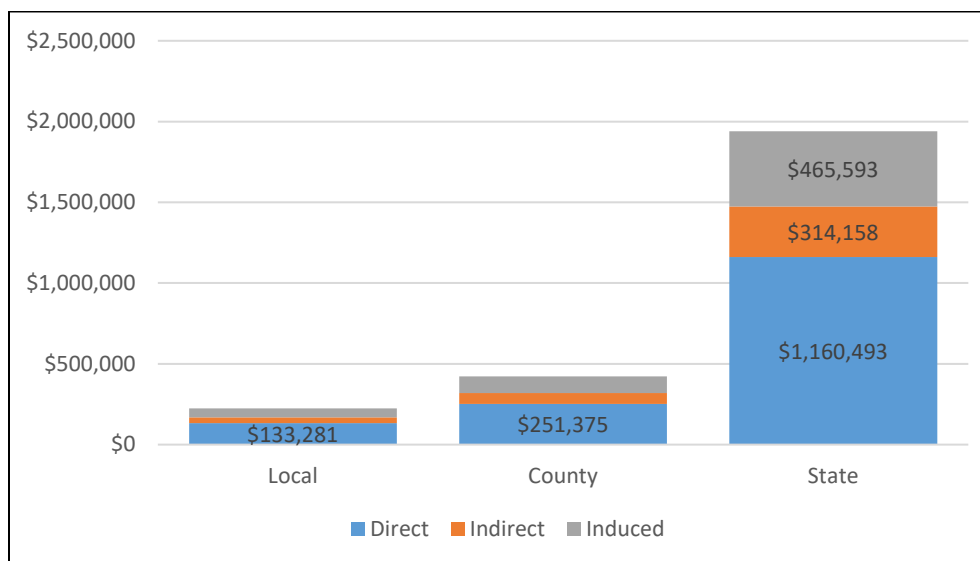
Source: Matrix Design Group, Inc.

Note: Estimates are for Okaloosa County and were generated using IMPLAN.

Tax Revenue.

Estimates of the tax revenue that each facility would generate during the construction period and the first 10 years of operation appear in Figures 9 through 11. State revenues are set to come almost exclusively from the sales tax, while the source of most county and local government revenues will be the property tax. The basic option is predicted to produce \$2.6 million in revenue. While this is not an insignificant sum, the two other options will contribute far more to government coffers. The mid-level option will generate \$18.4 million of total revenue, including \$13.6 million for the state. The facility's direct impacts would produce \$13.1 million of revenue, compared to \$2.1 million for its indirect impacts and \$3.2 million for its induced impacts. The top-tier option would yield \$23.7 million of total revenue, with the state expected to receive \$17.5 million. The significant revenues generated by the aquatic center would help offset its construction costs and operating expenditures. Additionally, the fact that the state would be a major beneficiary of the facility suggests it is in Tallahassee's financial interest to help cover construction costs through the Department of Economic Opportunity.

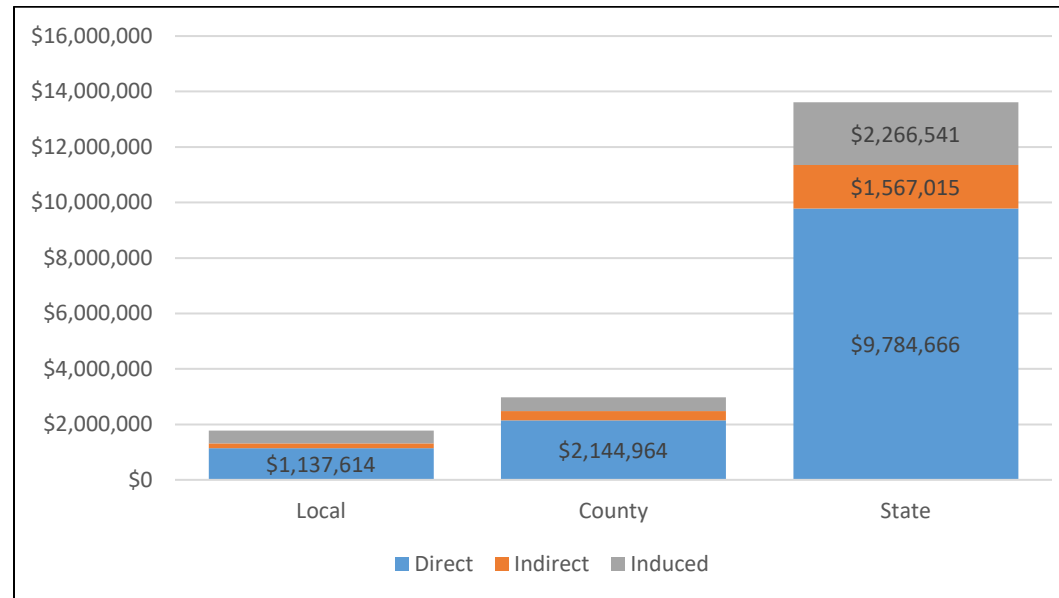
Figure 9. Cumulative Tax Revenues Generated by a Basic Aquatic Center, 2025 to 2035



Source: Matrix Design Group, Inc.

Note: Estimates are for Okaloosa County and were generated using IMPLAN

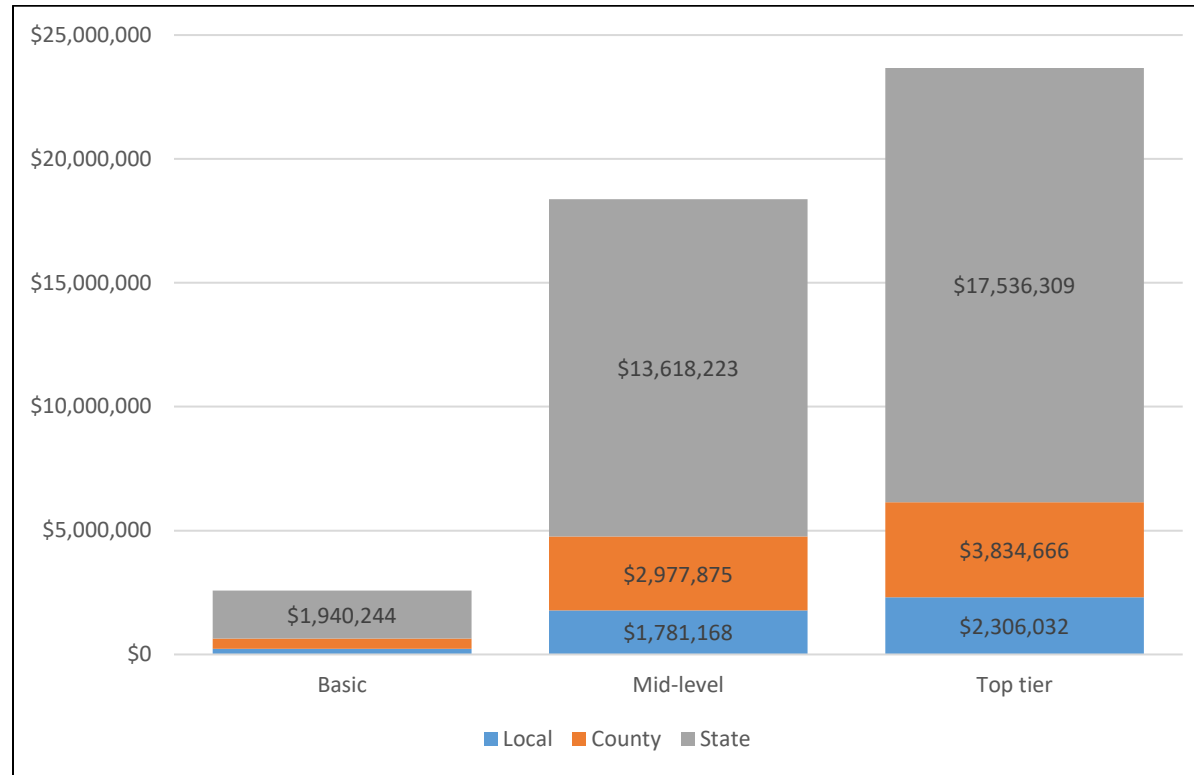
Figure 10. Cumulative Tax Revenues Generated by a Mid-Level Aquatic Center, 2025 to 2035



Source: Matrix Design Group, Inc.

Note: Estimates are for Okaloosa County and were generated using IMPLAN

Figure 11. Cumulative Tax Revenues Generated by a Top-Tier Aquatic Center, 2025 to 2035



Source: Matrix Design Group, Inc.

Note: Estimates are for Okaloosa County and were generated using IMPLAN

Other Tangible and Intangible Impacts



The establishment of an aquatic center in Okaloosa County would yield a multitude of tangible and intangible benefits, complementing the economic impacts generated by such a facility. **First and foremost, the facility and its aquatic instruction services would foster teaching and mentorship, competition, recreation, and public safety in Okaloosa and Walton Counties.** However, beyond these direct benefits, the Northwest Florida Regional Aquatic Center would have a broader impact on the region, enhancing various aspects of the community and contributing to its overall well-being.

The presence of a state-of-the-art aquatic center would provide opportunities for individuals of all ages and abilities to engage in physical activity and exercise. Regular swimming and water-based activities promote cardiovascular health, muscle strength, flexibility, and overall well-being. Moreover, research has shown that

participating in aquatic activities can have a positive impact on mental health, reducing stress, anxiety, and depression. The availability of such a facility would contribute to the physical and mental well-being of the community, leading to healthier and happier residents.

The Northwest Florida Regional Aquatic Center would serve as a hub for community engagement, attracting individuals from diverse backgrounds and fostering social interactions. The facility would host swim meets, water polo tournaments, synchronized swimming performances, and other aquatic events that would bring people together, creating a sense of community pride and unity. Additionally, the center could offer swimming lessons, lifeguard training, and other educational programs, promoting water safety and instilling a sense of responsibility among community members. These activities would strengthen social ties, encourage teamwork, and build a stronger sense of community in Okaloosa County.

The aquatic center would provide a platform for educational opportunities and talent development in the field of aquatics. The facility could host training camps, coaching clinics, and workshops, allowing local coaches and athletes to learn from industry experts and improve their skills. Moreover, the center could collaborate with educational institutions to offer academic programs and scholarships related to aquatics, nurturing

the next generation of swimmers, coaches, and aquatic professionals. These educational initiatives would not only benefit individuals but also contribute to the overall advancement of the community's knowledge base and expertise in aquatic sports and recreation.

In conclusion, the establishment of the Northwest Florida Regional Aquatic Center would bring a wide range of tangible and intangible benefits to Okaloosa and Walton Counties. Beyond the direct economic impacts, the facility would enhance physical and mental health, foster community engagement and social cohesion and provide educational opportunities. The aquatic center would become a valuable asset for the region, contributing to its overall prosperity and quality of life.



Task 2: Funding Opportunities

A number of funding options are available to the Commission and its partners. Indeed, the region has ample opportunity to fund the proposed aquatic center through grants from Triumph Gulf Coast, Inc, tourist development ("bed") taxes, and industry contributions. Our team spoke with industry practitioners to better understand these options and how the region might best leverage the millions of dollars in BP oil spill monies flowing into the region over the next several years.

Triumph Gulf Coast. Triumph Gulf Coast, Inc. (Triumph) is the non-profit established by Florida legislation to distribute \$1.5 billion in economic damages from the Deepwater Horizon oil spill. These funds are specifically intended for the economic recovery, diversification, and enhancement of the eight Northwest Florida counties disproportionately affected by the spill.

An aquatic center in Niceville would represent a vital community asset and potentially stimulate further economic development. Accordingly, it would be a deserving candidate for Triumph grants, which aim to support economic recovery, diversification, and enhancement efforts in the Northwest Florida counties that were disproportionately affected by the Deepwater Horizon oil spill. The Deepwater Horizon oil spill had far-reaching economic consequences for Northwest Florida counties, including Niceville. As a key player in the local economy, an aquatic center would have the potential to play a crucial role in the region's economic recovery. Triumph grants would enable an aquatic center to expand its operations, create new job opportunities, and further stimulate economic activity. In addition to supporting local recovery efforts, this investment would have a ripple effect, benefiting other local businesses and the community at large.

An aquatic center would have the opportunity to diversify the local economy by expanding its offerings and attracting a broader range of visitors, including in shoulder seasons. With a Triumph grant, the center could invest in innovative programs, such as aqua fitness classes, water therapy sessions, and specialized training camps for competitive swimmers. These additions would attract a diverse audience, including individuals seeking unique aquatic experiences and groups looking for specialized training facilities. By diversifying its offerings, the aquatic center can help reduce the region's reliance on traditional industries and promote a more sustainable and resilient economy.

An aquatic center in Niceville would have a compelling case for being awarded Triumph grants. By leveraging these funds, the center would be able to contribute significantly to the economic recovery, diversification, and enhancement efforts in the Northwest Florida counties affected by the oil spill. With expanded operations, improved facilities, and a focus on sustainability, the aquatic center would not only strengthen its own position but also positively impact the region's economy and community well-being.

Other Local Governments: The Niceville Aquatic Center will have far-reaching effects beyond Niceville. It is anticipated that many other local governments will contribute to the project as they will inevitably benefit from its operation.

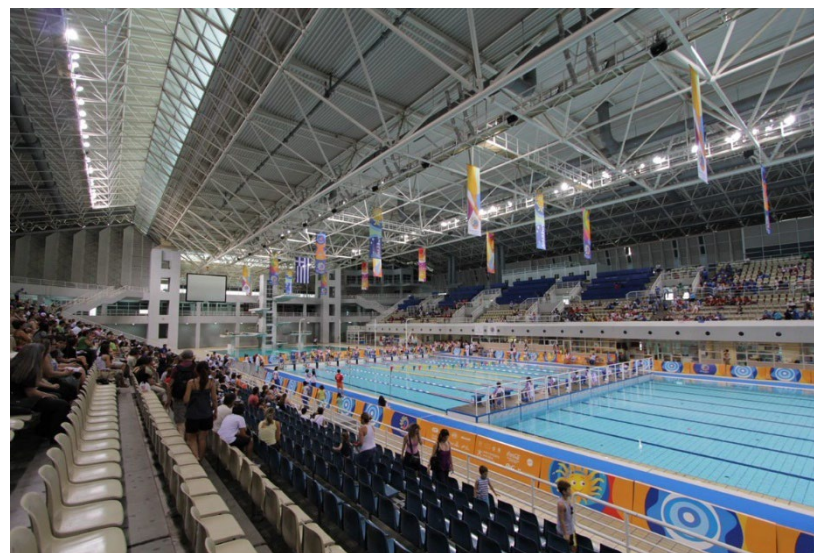
Florida Department of Economic Opportunity: The Florida DEO assists the Governor in strengthening Florida's economy by championing the state's economic development vision and by administering state and federal programs and initiatives to help visitors, citizens, businesses, and communities. As the aquatic center will be an economic boon for the state, the DEO will likely be able to contribute to the project.

Okaloosa Tourist Development Department: The TDD has a vested interest in this project because of the expected taxes associated from visitors. Also known as "bed taxes," tourist development taxes are levied on accommodations such as hotels, vacation rentals, and campgrounds. These taxes are specifically earmarked for tourism-related initiatives, including the development of recreational facilities such as aquatic centers. By leveraging bed taxes, an aquatic center would be able to tap into a dedicated revenue stream generated by tourists visiting Niceville, Okaloosa County, and surrounding communities. This funding mechanism aligns with the concept that tourists contribute to the local economy and should help support projects that enhance their experience and attract more visitors.

Private Sector Contributions: Contributions from local businesses and organizations within the community represent another possible funding avenue. The aquatic center can engage in strategic partnerships with industry stakeholders, including tourism companies, hotels, restaurants, and other businesses that stand to benefit from the facility's presence. Such partnerships can take the form of sponsorship opportunities, naming rights, or financial contributions.

Non-Monetary Contributions: Our assessment is that an abundance of partnership and collaboration opportunities exist with esteemed organizations such as USA Swimming and individuals like Brian Haddad, Director of Operations for Southeastern Swimming LSC, as well as industry experts like Sue and Mick Nelson of Total Aquatics LLC. Such partnerships would provide the Aquatic Center with valuable expertise and guidance in aquatic sports management. Brian Haddad, as the Director of Operations for Southeastern Swimming LSC, can offer strategic advice and industry insights, drawing on his extensive experience. Similarly, Sue and Mick Nelson can provide specialized knowledge in areas such as swim instruction, curriculum development, and aquatic program design. Their combined expertise can help the Aquatic Center develop and enhance its programming to cater to a diverse range of participants and ensure high-quality experiences.

Partnerships with USA Swimming, U.S. Masters Swimming, and NCAA Swimming can grant the Aquatic Center access to valuable resources and tools. These resources may include coaching education programs, swim meet guidelines, training methodologies, and best practices in swim instruction. By leveraging these resources, the Aquatic Center can elevate the quality of its programs, training, and events, creating a strong foundation for attracting participants, coaches, and visitors. These contributions have the potential to generate significant economic impacts, driving community growth, promoting tourism, and ensuring the long-term success and sustainability of the Aquatic Center.



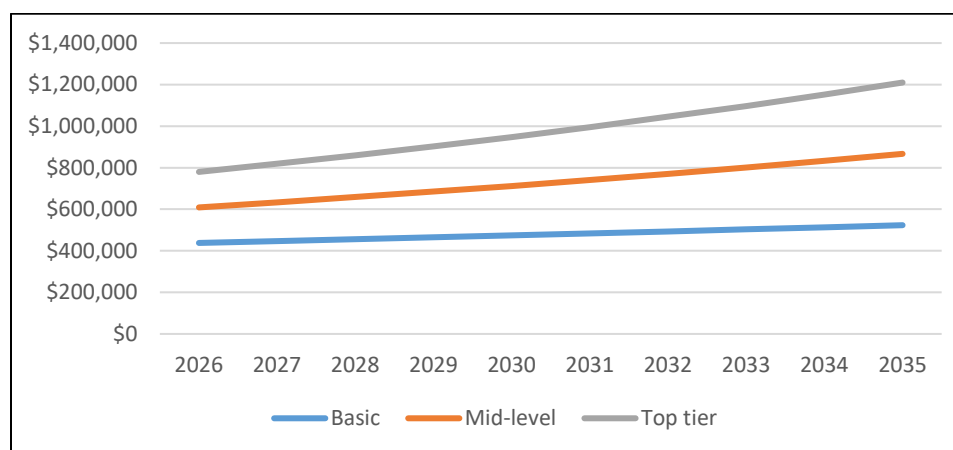
By leveraging Triumph grants, tourist development (“bed”) taxes, industry contributions, and partnerships with industry experts, Niceville would be able to secure the necessary resources to make the aquatic center a reality. This approach reflects a shared responsibility among the tourism sector, local businesses, and the community, ensuring the sustainability and success of the aquatic center for years to come.

Appendix I: Financial Analysis

A significant percentage of patron spending will be received as revenue by the aquatic center. Our research revealed that most aquatic center revenues come in the form of admission fees, rental fees, registration fees, memberships, and program fees, such as swimming lessons, aqua aerobics, and lifeguard training. A broad clientele would be drawn to the facility, including families with children to seniors, fitness enthusiasts, and competitive swimmers. In addition to the pricing structure, the quality and type of amenities and services offered are likely to influence the frequency and duration of visits, as well as the likelihood of repeat business. The aquatic center would generate additional revenue from on-site purchases, such as food and beverage, souvenirs, and equipment rentals. The availability and quality of these amenities can enhance the overall customer experience, increase the length of stay, and encourage repeat business. The aquatic center should also consider partnering with local businesses to offer discounts and promotions to patrons, such as nearby hotels, restaurants, and attractions. Finally, an aquatic center may benefit from donations that support the facility's mission and values. These contributions may come from individuals, businesses, or non-profit organizations, and may be used to fund capital improvements, scholarships, outreach programs, and other initiatives that benefit the community. While conducting our research, we confirmed with representatives from USA Swimming and the regional leaders that aquatic centers can be operated profitably if managed soundly. However, it is common for them to operate at deficits.

“We anticipate that revenues would start at \$779,927 for the top-tier facility and grow by about five percent per year, reaching \$1.2 million in 2035.”

Revenue estimates by facility type appear in Figure 12. We anticipate that revenues would start at \$779,927 for the top-tier facility and grow by about five percent per year, reaching \$1.2 million in 2035. In its first year of operation, the mid-level facility would generate \$608,927 in sales, and this figure is likely to increase at a more modest rate of four percent annually. For both the mid-level and top-tier options, revenue growth will be catalyzed by the increased number of regional and national events each is able to attract over time. The smallest facility, by contrast, is projected to collect \$437,927 in 2026. Over time, as the facility attracts more members, this figure will rise, but its limited appeal to event organizers will stymie its revenue potential.

Figure 12. Projected Aquatic Center Revenues by Facility Type, 2026 to 2035

Source: Matrix Design Group, Inc.

Tables 16 through 18 compare revenues to operating expenses for each of the facilities under consideration. Our interviews with industry experts revealed that aquatic centers often run sizeable deficits, a reality reflected in our models. **The basic option's annual deficits are projected to range from \$406,321 to \$525,214. The mid-level option's deficit will start at \$916,482 and grow to over \$1 million by 2035. In its first year of operation, the top-tier option's deficit will amount to about \$1.6 million, and this figure will proceed to increase by two percent annually, on average. In our view, however, these large deficits are outweighed by the aquatic center's economic impacts, as well as its other tangible and intangible benefits.**

Table 16. Financial Model for Basic Aquatic Center, 2026 to 2035

Year	Revenues	Operating expenses	Net income
2026	\$437,927	\$844,248	(406,321)
2027	\$446,686	\$865,429	(418,743)
2028	\$455,619	\$886,973	(431,354)
2029	\$464,732	\$908,886	(444,154)
2030	\$474,026	\$931,177	(457,151)
2031	\$483,507	\$953,852	(470,345)
2032	\$493,177	\$976,922	(483,745)
2033	\$503,041	\$1,000,394	(497,353)
2034	\$513,102	\$1,024,276	(511,174)
2035	\$523,364	\$1,048,578	(525,214)

Source: Matrix Design Group, Inc.



Table 17. Financial Model for Mid-Level Aquatic Center, 2026 to 2035

Year	Revenues	Operating expenses	Net income
2026	\$608,927	\$1,525,409	(\$916,482)
2027	\$633,284	\$1,567,266	(\$933,982)
2028	\$658,616	\$1,609,748	(\$951,132)
2029	\$684,960	\$1,652,866	(\$967,906)
2030	\$712,359	\$1,696,636	(\$984,277)
2031	\$740,853	\$1,741,070	(\$1,000,217)
2032	\$770,487	\$1,786,182	(\$1,015,695)
2033	\$801,307	\$1,831,988	(\$1,030,681)
2034	\$833,359	\$1,878,500	(\$1,045,141)
2035	\$866,693	\$1,925,736	(\$1,059,042)

Source: Matrix Design Group, Inc.

Table 18. Financial Model for Top-Tier Aquatic Center, 2026 to 2035

Year	Revenues	Operating expenses	Net income
2026	\$779,927	\$2,349,495	(\$1,569,568)
2027	\$818,924	\$2,418,844	(\$1,599,921)
2028	\$859,870	\$2,489,138	(\$1,629,269)
2029	\$902,863	\$2,560,397	(\$1,657,534)
2030	\$948,006	\$2,632,641	(\$1,684,635)
2031	\$995,407	\$2,705,891	(\$1,710,484)
2032	\$1,045,177	\$2,780,167	(\$1,734,990)
2033	\$1,097,436	\$2,855,491	(\$1,758,055)
2034	\$1,152,308	\$2,931,886	(\$1,779,578)
2035	\$1,209,923	\$3,009,373	(\$1,799,450)

Source: Matrix Design Group, Inc.

Appendix II: Cost-Benefit Analysis

Matrix conducted a comprehensive cost/benefit analysis (CBA) based on the data outlined above to assess the financial implications of developing an aquatic center in Niceville, Florida. The CBA aimed to compare the costs associated with aquatic center development, ongoing maintenance, and miscellaneous expenses against the estimated economic and fiscal benefits generated by the center (see Tables 19 through 21). The CBA considered a 10-year projection for both costs and benefits, with appropriate discounting factors applied to determine the net present value for each respective year. This analysis enabled us to evaluate the long-term viability and financial sustainability of the aquatic center. Importantly, in addition to the tangible financial aspects, Matrix recognized the significance of intangible benefits, as well as the social and quality-of-life impacts associated with introducing a first-of-its-kind aquatic center. These intangible benefits encompass both quantitative and qualitative factors that contribute to the overall value and desirability of the facility.

After careful consideration of the cost-benefit analyses for various options, Matrix recommends the Commission to opt for a mid-sized aquatic center. This option would feature a 50-meter by 25-yard competition pool, a separate 25-yard programming pool with five lanes, spectator seating for 1,000, a concession area, and locker room space. By choosing this option, the Commission would strike a balance between accommodating different user groups and minimizing costs.

The mid-sized aquatic center option offers substantial benefits to the community. It is expected to contribute significantly to economic development, with a projected cumulative impact of \$234.7 million on Okaloosa County's economy over 10 years of operation. This economic impact far surpasses the approximate \$10 million investment in operational deficit. In contrast, the small single pool option would limit the center's ability to attract a diverse range of users, including new swimmers and participants in elder aquatic aerobics. Moreover, it would have a minimal ability to acquire swimming events, resulting in limited economic impact. On the other hand, the expensive top-tier option, with additional features such as a dive well and larger spectator seating, may not be justified given the low demand for diving and the high upfront costs involved.

By selecting the mid-sized option, the Commission can optimize the utilization of resources, provide versatility for programming, and achieve an optimal balance between investment and functionality. The aquatic center's benefits extend beyond mere financial considerations, positively impacting the health, cohesion, and youth development of the community while enhancing the overall quality of life in Niceville, Florida.

Table 19. Cost-Benefit Analysis for Basic Option

Costs	Benefits
\$12 million construction cost	Reduced drownings
Annual deficits ranging from \$406,321 to \$525,214	Improved health, social cohesion, and youth development
	80 jobs supported (after 10 years of operation)
	\$42.6 million of cumulative economic impact (after 10 years of operation)

Table 20. Cost-Benefit Analysis for Mid-Level Option

Costs	Benefits
\$21 million construction cost	Reduced drownings
Annual deficits ranging from \$916,482 to \$1.1 million	Improved health, social cohesion, and youth development
	457 jobs supported (after 10 years of operation)
	\$234.7 million of cumulative economic impact (after 10 years of operation)

Table 21. Cost-Benefit Analysis for Top-Tier Option

Costs	Benefits
\$32 million construction cost	Reduced drownings
Annual deficits ranging from \$1.6 million to \$1.8 million	Improved health, social cohesion, and youth development
	618 jobs supported (after 10 years of operation)
	\$297.5 million of cumulative economic impact (after 10 years of operation)

COOPERATIVE AGREEMENT

A COOPERATIVE AGREEMENT BETWEEN GOVERNMENTAL ENTITIES IN OKALOOSA AND WALTON COUNTIES TO ESTABLISH A REGIONAL AQUATIC SPORTS AND TRAINING COMPLEX TO SERVE THE AREA'S NEEDS FOR COMPETITIVE WATER SPORTS AND AQUATIC TRAINING

This Cooperative Agreement is made and entered into this ____ day of _____, 2023 by the listed and undersigned public entities in Okaloosa and Walton Counties to establish an organized effort to facilitate the development of a permanent aquatic sports and training complex to provide recreation, sports competition, aquatic training, economic development, and enhancements to quality of life in the two-county area.

WITNESSETH

WHEREAS, the central area of Northwest Florida, while surrounded by the area's numerous water bodies, does not have the aquatic sports and training facilities commensurate with the other areas of the State of Florida; and

WHEREAS, aquatic competitions and training in this area has been limited by sub-standard facilities and does not meet the usership needs of the growing demand; and

WHEREAS, the Niceville Community Redevelopment Agency has contacted area user groups in order to determine user needs and to assist in the preparation of an Aquatic Center Feasibility Assessment which supports a new aquatic center complex in a central location; and

WHEREAS, the Feasibility Assessment provides a determination of area aquatic training and competition needs, and also provides for adequate sites to develop a facility; and

WHEREAS, an aquatic center project development Steering Committee has been established and has solicited and received support from numerous public agencies.

NOW THEREFORE BE IT RESOLVED THAT, the undersigned local governments and other area public entities do agree to work cooperatively to establish an organization to plan and construct a state-of-the-art regional aquatic center for Okaloosa and Walton Counties; and

BE IT FURTHER RESOLVED THAT upon all necessary approvals and the acquisition of adequate capital funding for construction, each participating government unit will determine the nature and extent of its further participation in the creation of a regional aquatic sports and training center.

CONSIDERATIONS

I. PURPOSE

It is the purpose and intent of this agreement to establish a cooperative public initiative to support, plan, site, secure funding, and advocate the placement of an aquatic sports training facility to serve the growing aquatic program needs of Northwest Florida.

II. COOPERATING GOVERNMENTS

The following governments are parties and signatories to this agreement:

1. City of Crestview
2. City of Laurel Hill
3. City of Niceville
4. Okaloosa County

III. AUTHORIZED REPRESENTATIVE

The authorized representative of each participating governmental unit will include each of the undersigned for the participating governments or his/her designee.

IV. DEFINITIONS

- A. Aquatic Sports and Training Center: a facility to host various sanctioned aquatic competitions and to train for aquatic programs from basic swimming to Olympic competitions.
- B. Regional: substantially the areas between Panama City Beach and Pensacola, Florida and competition users from Alabama and Tennessee.
- C. User: the facility will be public and will accommodate all public use.
- D. Funding: funding included the acquisition of capital construction funds. There are no funding obligations associated with the agreement.

V. THE AGREEMENT

This agreement is to identify and secure public agency support and program development participation intended to facilitate the establishment of a regional aquatic sports and multi-purpose training facility in a central location in the Okaloosa/Walton County Region. The undersigned do support and recommend the development of such a facility.

VI. OBLIGATIONS

The only obligation under this agreement is to acknowledge support and endorsement for the planning and development of a regional aquatic sports and training facility to serve Okaloosa and Walton Counties.

VII. FUTURE AGREEMENTS

This agreement may be expanded in the future by the determination of each participating government to create a comprehensive Interlocal Agreement to provide for the overall development, the operational and a management structure of said facility, and to serve as a grant eligible organization to receive external funding.

VIII. TERMINATION

Any participating government unit may terminate its participation by notifying all other signatories.

IX. TERMS

This is a volunteer position and has no terms of service or limits. However, participating governmental units are expected to manage the terms of their individual representatives.

X. MEETINGS

Cooperative Agreement meetings are expected to occur bimonthly, or at the call of the chair or one-third of the membership.

This Cooperative Agreement shall, when executed, be used to demonstrate a cooperative position to access state and federal funding.

ATTEST:

Signature

Printed Name

Date



City of Mary Esther Proclamation

Epilepsy Awareness Month

WHEREAS Epilepsy Awareness Month is a nationwide effort by the Epilepsy Foundation to raise awareness about and change the conversation around the epilepsies, seizures, and side effects, as well as to improve and save lives through care, advocacy, research and new therapies, and public health and education; and,

WHEREAS epilepsy is a brain disorder characterized by recurrent and unprovoked seizures that can affect anyone, at any age, any time; and,

WHEREAS epilepsy is a spectrum disorder comprised of many diagnoses and experiences and includes a wide range of seizure types, comorbidities, control, severity, and outcomes varying from person-to-person; and,

WHEREAS epilepsy is the fourth most common neurological disorder; and,

WHEREAS an increasing number of people are diagnosed with rare epilepsies which are complex, severe, chronic, and even life-threatening, and collectively rare epilepsies account for a growing percentage of the epilepsy population; and,

WHEREAS people with epilepsy need access to affordable, comprehensive, physician-directed, and person-centered healthcare, and effective treatments decrease the likelihood of breakthrough seizures and related complications including injury, disability or even Sudden Unexpected Death in Epilepsy (SUDEP).

NOW, THEREFORE I, Chris Stein, by virtue of the authority vested in me as Mayor in the City of Mary Esther do hereby **PROCLAIM AND RECOGNIZE** the month of November 2023 as

Epilepsy Awareness Month

in Mary Esther and encourages residents to increase their understanding of epilepsy, reduce the stigma, and support people with epilepsy and their families to improve the quality of life.

SO DONE this 6th day of November 2023.

By: _____
Chris Stein, Mayor

ATTEST:

Valerie Broxson, City Clerk

AGENDA ITEM

Agenda Item 6.3.

TO: Honorable Mayor and Members of the City Council

FROM: Valerie Broxson, City Clerk

DATE: November 6, 2023

SUBJECT: Yard of the Month for November 2023.

BACKGROUND:

The Yard of the Month program was established to recognize City of Mary Esther residents who demonstrate above average efforts in maintaining their property, thereby contributing to the overall appearance of the community at large. Residents may nominate any yard in the Mary Esther city limits, including their own yard.

DISCUSSION:

There is one location nominated for Yard of the Month.

FINANCIAL IMPACT:

There is no financial impact related to this matter.

RECOMMENDATION:

The recommendation is to select an address to be nominated for the November 2023 Yard of the Month.

ATTACHMENT(S):

1. Yard of the Month - Nov 2023

City of Mary
Esther

Yard of the
Month





1 Kingston Court

AGENDA ITEM

Agenda Item 7.1.

TO: Honorable Mayor and Members of the City Council

FROM: Valerie Broxson, City Clerk

DATE: November 6, 2023

SUBJECT: Approval of the Minutes

BACKGROUND:

Request approval of the 10/2/2023 Regular City Council Meeting minutes.

DISCUSSION:

N/A.

FINANCIAL IMPACT:

There is no financial impact related to this matter.

RECOMMENDATION:

Staff recommends approving the minutes for October 2, 2023 minutes.

ATTACHMENT(S):

1. Minutes for 10/02/2023



**MINUTES
REGULAR MEETING
of THE MARY ESTHER CITY COUNCIL
October 2, 2023 - 6:00 PM**

195 Christobal Road – North, Mary Esther, FL 32569

CITY COUNCIL PRESENT

Chris Stein, Mayor
Susan Coxwell, Councilmember
Bernie Oder, Councilmember

Larry Carter, Mayor Pro Tem
April Sutton, Councilmember

CITY STAFF PRESENT

Jared Cobb, City Manager
Hayward Dykes, City Attorney
Dillon Morris, Administrative Coordinator

Valerie Broxson, City Clerk
Heather Day, Finance Director
Kelvin Cherry, Code Compliance Officer

1. INVOCATION

Deputy Chief Jeff Wagner, Ocean City-Wright Fire Control District, gave the invocation.

2. CALL TO ORDER

The meeting was called to order by Mayor Stein at 6:01 pm.

3. PLEDGE OF ALLEGIANCE

Mayor Stein led the pledge of allegiance.

4. ROLL CALL

The City Clerk called the roll as reflected above.

5. APPROVAL OF THE AGENDA

The council was asked to remove item 11.8 from the agenda by City Manager Cobb. Mayor Stein asked if there was any discussion. Hearing none, Mayor Stein asked for a motion to approve the agenda with item number 11.8 removed. Councilmember Sutton made the motion, seconded by Councilmember Coxwell. The motion passed 4 to 0.

RESULT:	PASSED (4-0)
MOVER:	Councilmember April Sutton
SECOND:	Councilmember Susan Coxwell
AYES:	Larry Carter, Susan Coxwell, Bernie Oder, April Sutton
NAYS:	None

6. SPECIAL PRESENTATIONS

6.1. Making Strides Against Breast Cancer of the Emerald Coast Proclamation

Mayor Stein read the Making Strides Against Breast Cancer of the Emerald Coast Proclamation. Afterwards, Mayor Stein asked for a motion authorizing him to sign the Proclamation, declaring October 2023 as Making Strides Against Breast Cancer Month in Mary Esther. Councilmember Oder made the motion, Councilmember Sutton seconded the motion. The motion passed 4 to 0.

RESULT:	PASSED (4-0)
MOVER:	Councilmember Bernie Oder
SECOND:	Councilmember April Sutton

AYES:	Larry Carter, Susan Coxwell, Bernie Oder, April Sutton
NAYS:	None

Mayor Stein presented the Proclamation to the Making Strides Against Breast Cancer of the Emerald Coast representatives. Jean Grieve spoke on behalf of the group and encouraged everyone to participate in the events to support the MSABC.

6.2. Yard of the Month for October 2023.

Mayor Stein informed the council that two residents had applied to be the October "Yard of the Month" winner. The council discussed the two locations, then chose 17 Magnolia Drive as the October winner.

Mayor Stein mentioned that the "Home for the Holidays" certificates will be awarded to locations within the City of Mary Esther limits for their outside Halloween decorations. Anyone interested in being recognized can submit their request.

7. CONSENT AGENDA

Mayor Stein asked if the council wished to make any changes to the consent agenda. Hearing none, Mayor Stein asked for a motion. Councilmember Coxwell initiated the motion, seconded by Mayor Pro Tem Carter. The motion passed 4 to 0.

RESULT:	PASSED (4-0)
MOVER:	Councilmember Susan Coxwell
SECOND:	Mayor Pro Tem Larry Carter
AYES:	Larry Carter, Susan Coxwell, Bernie Oder, April Sutton
NAYS:	None

7.1. Approval of the Minutes

7.2. Financial Report

7.3. Maintenance Report

7.4. Library Report

7.5. Fire Department Report

7.6. Code Compliance Report

7.7. Jacobs Report

8. CITIZENS WHO HAVE REQUESTED TO BE PLACED ON THE AGENDA

None.

9. PUBLIC COMMENT (NON-AGENDA ITEMS)

None.

10. UNFINISHED BUSINESS

None.

11. NEW BUSINESS

11.1. Second reading of Ordinance 2023-02, Amending the 2024 Municipal Election Date.

Mayor Stein mentioned that a discussion had taken place at the first reading of Ordinance 2023-02 in September, and asked if there was any further discussion. Hearing none, Mayor Stein had the City Clerk read Ordinance 2023-02 by title:

ORDINANCE NO. 2023-02

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA, APPROVING THE DATE

FOR THE 2024 REGULAR CITY ELECTION TO COINCIDE WITH THE DATE OF THE PRESIDENTIAL PREFERENCE PRIMARY IN 2024; RESTATING THE QUALIFYING PERIOD FOR THE 2024 MUNICIPAL ELECTION; PROVIDING FOR TERM OF OFFICE RESULTING FROM THE 2024 MUNICIPAL ELECTION, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor Stein asked if there was a motion to adopt Ordinance 2023-02 on second reading. Councilmember Coxwell made the motion, seconded by Councilmember Sutton. Mayor Stein asked if there was any discussion. Hearing none, the council voted, and the motion passed 4 to 0.

RESULT:	PASSED (4-0)
MOVER:	Councilmember Susan Coxwell
SECOND:	Councilmember April Sutton
AYES:	Larry Carter, Susan Coxwell, Bernie Oder, April Sutton
NAYS:	None

11.2. Resolution 23-05, Adopting the 2023 Community Vision Plan

Mayor Stein asked the City Clerk to read Resolution 23-05 by title:

RESOLUTION 23-05

A RESOLUTION OF THE CITY OF MARY ESTHER, FLORIDA, ADOPTING THE 2023 COMMUNITY VISION PLAN

The Community Vision Plan started two years ago, and Barge Design Solutions presented the findings in September 2023. Resolution 23-05 is in support of the Community Vision Plan. The project gathered community input by conducting four focus groups, community surveys, two open workshops, and a few other events.

Mayor Stein asked if the council would like to discuss the adoption of Resolution 23-05. Hearing none, Mayor Stein asked for a motion. Councilmember Sutton made the motion, seconded by Councilmember Coxwell. The motion passed 4 to 0.

RESULT:	PASSED (4-0)
MOVER:	Councilmember April Sutton
SECOND:	Councilmember Susan Coxwell
AYES:	Larry Carter, Susan Coxwell, Bernie Oder, April Sutton
NAYS:	None

11.3. FY 2024 Law Enforcement Service Agreement

City Manager Cobb shared that the amount tentatively used in the budget for the Law Enforcement contract has been reduced. The amount of the increase used in the budget was tentatively set at 13%. The contracts increase is a little less than 9%.

Mayor Stein asked if there was any discussion regarding the Law Enforcement Service Agreement. Hearing none, Mayor Stein asked for a motion to approve the 2024 Law Enforcement Agreement with the Okaloosa County Sheriff's Office for an amount not to exceed \$274,040.04. Councilmember Oder made the motion, seconded by Councilmember Coxwell. The motion passed 4 to 0.

RESULT:	PASSED (4-0)
MOVER:	Councilmember Bernie Oder

SECOND:	Councilmember Susan Coxwell
AYES:	Larry Carter, Susan Coxwell, Bernie Oder, April Sutton
NAYS:	None

11.4. Award of RFB 2023-01, Misty Water Boat Ramp Pier

City Manager Cobb stated that RFB 2023-01 was posted in June and experienced several delays while staff worked with the FDEP to complete the permitting process. Mary Esther received six (6) bids for RFB 2023-01. The staff's recommendation is to award the bid to Complete Site Source for the amount \$94,955.46. Complete Site Source has completed similar work in the local area, and staff contacted those references and received positive feedback.

Mayor Stein asked if the council wished to discuss the agenda item. Hearing none, Mayor Stein asked for a motion to award the bid to Complete Site Source and authorize the mayor to sign a contract for an amount not to exceed \$94,955.46. Councilmember Coxwell made the motion, seconded by Councilmember Oder. The motion passed 4 to 0.

There was a Scrivener's error during the reading of the amount of the contract; \$94,954.46 instead of \$94,955.46. The motion has been corrected to reflect the intended amount of the contract.

RESULT:	PASSED (4-0)
MOVER:	Councilmember Susan Coxwell
SECOND:	Councilmember Bernie Oder
AYES:	Larry Carter, Susan Coxwell, Bernie Oder, April Sutton
NAYS:	None

11.5. Award of RFB 2023-02 City Hall, Fire Station, and Library Remodeling Project

City Manager Cobb stated that RFB 2023-02 went up for bid twice. The first time that the bids were opened for RFB 2023-02, one bid was received that didn't match all requirements. There were no bids made during the second bid opening. Staff is requesting to negotiate with vendors and bring a contract back to the council for approval versus putting RFB 2023-02 out to bid for a third time. City Manager Cobb also asked to receive a priority ranking of the different projects from the council.

According to City Attorney Dykes, he did not see any concerns with the staff's recommendations. The recommendation is a request to go against the purchasing policy and not put RFB 2023-02 up for bid again. The negotiated contract would still need to be approved by the council to proceed.

The topics of discussion included the council members' priority preferences and whether the direct contract would be a sole-source type of purchase. Council members stated that the fire department's restroom was a top concern and that they would prefer to have each area quoted separately. According to City Attorney Dykes, there would be no need for the negotiations to be a sole source because of the direct negotiation. The staff could go out to multiple sources and present the council with two or three options to choose from. The Oleandor project followed a similar procedure, according to City Manager Cobb.

Mayor Stein asked if there was a motion to authorize staff to solicit bids directly from contractors for the City Hall, Fire Station, and Library Remodeling project and return bids to the City Council for review and consideration. Mayor Pro Tem Carter made the motion, seconded by Coxwell. The motion passed 4 to 0.

RESULT:	(4-0)
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MOVER:	Mayor Pro Tem Larry Carter
SECOND:	Councilmember Susan Coxwell
AYES:	Larry Carter, Susan Coxwell, Bernie Oder, April Sutton
NAYS:	None

11.6. Lease or Acquisition of Property Located at 302 Mary Esther Boulevard

City Manager Cobb gave a PowerPoint presentation (see attachment) outlining why the property at 302 Mary Esther Boulevard is being addressed and why it is now an agenda item being presented to council. Security, ADA compliance, and a lack of designated areas for particular uses such as storage, meetings, offices, public restrooms, and more are among the causes of worries about the present City Hall. The availability of the property at 302 Mary Esther Boulevard for use as a city hall is driving this topic. Cobb presented two possible options: acquiring property at 302 Mary Esther Boulevard or building a new city hall. The expected expenditures, as well as the benefits and drawbacks of each choice, are stated in the PowerPoint.

The council addressed other options for a new city hall facility, the land at 302 Mary Esther Boulevard's ability to be customized, the property's age, and recent renovations to the property at 302 Mary Esther Boulevard. Furthermore, council discussed the availability of generators at various locations, surplus property, interest in having property near the mall to coincide with the Community Vision Plan, financial options, the impact of inflation spikes on current and future projects, and the possibility of holding an executive session during contract negotiations.

City Manager Cobb stated that staff could present financial choices to the council, but staff must first determine the negotiated price to identify the financial tools available. According to City Manager Cobb, Mary Esther is in better financial shape than it has been in a long time. However, an unforeseen inflation spike could have an impact on the organization's financial situation.

Mayor Stein asked the public if anyone would like to speak on the subject.

Wiebke Anderson, 2 Azalea Drive

Anderson asked about agenda item 11.5 and its association with the current discussion.

Anderson also wanted to know if agenda item 11.5 was a third option. Finally, Anderson noted that she appreciated the location of the property.

City Manager Cobb stated that the items mentioned in 11.5 are restricted and do not address many of the concerns raised in the PowerPoint about City Hall.

The council requested that the City Manager provide lease or acquisition estimates as well as alternatives to financing the property. Council also requested a list of the city's properties that are considered surplus and may be sold as a source of cash.

Mayor Stein asked if there is a motion to authorize the city manager to enter into negotiations to lease or purchase 30 Mary Esther Boulevard and to provide a plan for how the city will fund it. Councilmember Sutton made the motion, seconded by Mayor Pro Tem Carter. The motion passed 4 to 0.

RESULT:	PASSED (4-0)
MOVER:	Councilmember April Sutton
SECOND:	Mayor Pro Tem Larry Carter
AYES:	Larry Carter, Susan Coxwell, Bernie Oder, April Sutton
NAYS:	None

11.7. FY 2024 Library Interlocal Agreement

Mayor Stein asked for a motion to approve the FY 2024 Library Interlocal Agreement. Councilmember Oder made the motion, seconded by Councilmember Coxwell. The motion passed 4 to 0.

RESULT:	PASSED (4-0)
MOVER:	Councilmember Bernie Oder
SECOND:	Councilmember Susan Coxwell
AYES:	Larry Carter, Susan Coxwell, Bernie Oder, April Sutton
NAYS:	None

11.8. FY 2024 City Manager Work Plan

Agenda item 11.8 was removed from the agenda during the approval of the agenda.

11.9. City Manager Salary Adjustment following 2023 Annual Evaluation

Mayor Stein asked if there was any discussion regarding the City Manager's recommendation for a 5% salary adjustment. The discussion by council included supporting the City Managers' request for a 5% increase and adding a one-time bonus of \$3,000 or \$3,500, having the bonus with or without taxes, having the bonus go toward a retirement fund, the budget's ability to support the request, and past bonuses.

Mayor Stein asked for a motion. Councilmember Sutton made the motion to raise the salary by 5% and provide a \$3,000 bonus, seconded by Councilmember Coxwell. The motion passed 4 to 0.

RESULT:	PASSED (4-0)
MOVER:	Councilmember April Sutton
SECOND:	Councilmember Susan Coxwell
AYES:	Larry Carter, Susan Coxwell, Bernie Oder, April Sutton
NAYS:	None

11.10. Renewal of Engineering Contracts

City Manager Cobb stated that the City of Mary Esther has a number of professional service contracts. The contracts are examined annually to determine whether to renew them. Two contracts that have asked for a new pricing schedule are CPH and Bowmen. The council discussed the percentage increase in the fee schedule as well as increase requests from previous years.

Mayor Stein asked if there was a motion to approve the attached rate schedules for CPH and Bowman. Councilmember Coxwell made the motion, seconded by Councilmember Oder. The motion passed 3 to 1.

RESULT:	PASSED (3-1)
MOVER:	Councilmember Susan Coxwell
SECOND:	Councilmember Bernie Oder
AYES:	Larry Carter, Susan Coxwell, Bernie Oder
NAYS:	April Sutton

11.11. Renewal of Emergency Management Contracts

According to City Manager Cobb, emergency management is covered by three separate

contracts. For the upcoming year, all three suppliers have consented to maintain current prices. As a result, nothing has to be done about this item.

11.12. Holiday Closing Schedule

The proposed holiday closing schedule is identical to the one that has been suggested for the previous two years, according to City Manager Cobb. Normally, offices are closed from Christmas until New Year's. The suggestion is to hold this year's employee holiday party on December 21st. The planned reopening date of the offices is January 2, 2024. During that period, emergencies would be directed to the on-call phone number.

The library remaining open for part of the holiday and how staff would handle the time if they did not have adequate leave were topics of discussion for the council. City Manager Cobb stated that he would talk with the Library Director about the request for the library to remain open in some capacity during the holidays and bring the agenda item back to the next regular meeting.

12. COUNCILS' STANDING COMMITTEE STATUS REPORTS

Councilmember Sutton thanked the council for declaring October to be Making Strides Against Breast Cancer Month. Not only has Councilmember Sutton survived breast cancer for 20 years, but she has also been a survivor of metastatic breast cancer for the past 16 years. Councilmember Sutton stated that she would be traveling to Orlando for a Legislative Committee meeting at the end of the week.

Mayor Pro Tem Carter asked if a flea market would occur around the time of the Veteran's Day parade. Mayor Stein mentioned the flea market will be tied to Founder's Day and will be in connection to the library.

Councilmember Coxwell had no comment.

Mayor Stein shared that the Veteran's Day parade is on schedule. The Grand Marshal is Representative Patt Maney.

Councilmember Oder stated that the next Okaloosa County Public Library Cooperative Meeting is scheduled for October 25.

13. OTHER COMMENTS

City Attorney Dykes states that Senate Bill 170, which was introduced during the previous legislative session, is centered on ordinances for local governments. It took effect on October 1st and gave citizens the ability to challenge ordinances. Local governments are also required to publish an impact statement estimate, although there are some exemptions. A business impact estimate would also be required in the event that an ordinance was changed. For instance, a business impact assessment might be necessary for the short term rental ordinance that will eventually be discussed.

City Clerk Broxson has stated that the regular meeting dates for 2024 will be included in the agenda for the next meeting.

City Manager Cobb stated that legislative approximations requests will be due in November, so projects will need to be discussed soon. Finance Director Day received her Government Finance Officer Certification, and the new Administrative Coordinator, Dillon Morris, has started.

14. ADJOURN

The council meeting adjourned at 7:21 pm.

Valerie M. Broxson
City Clerk

(Approved at the _____ meeting.)

City Hall Alternatives

Background

- Council has discussed need for security, ADA, and other improvements to City Hall.
- Some of these improvements were included in the current RFB for City Hall/Fire Station/Library Improvements.
- February 2023, staff reached out to NBI about the status of the First Florida Bank building. NBI did not have a contract with the property owner.
- June 2023, staff was notified that NBI would be representing property owner, which was interesting in leasing - possibly selling - the building.

Existing City Hall

- Lacks dedicated conference room for staff meetings and Council Workshops.
- Minimal public records storage. Currently use two converted sheds behind City Hall and off-site storage.
- Restrooms require access to staff workspace and do not meet current ADA requirements.
- Building access requires improvements to meet current ADA requirements.
- City Council dais does not meet ADA requirements.









Alternative 1 – Bank Building

- \$574,500 – Renovations to add Council Chambers, office partitions/walls, parking lot improvements.
- \$2,600,000 – Building appraised value.

Alternative 1 – Bank Building

- Pros
 - Meets ADA, office, security, and storage requirements.
 - Limited renovations required.
 - Building ready in short order, potentially 6-9 months.
 - Lower initial costs.
- Cons
 - Staff capacity to manage additional projects, with Springdale Neighborhood, Azalea Neighborhood, Azalea Park, WWTP Connection to Okaloosa County, Misty Water Pier, and new waterfront park.
 - Timing and costs; without additional development and tax revenue may need to reduce other operating costs to afford project.
 - Higher interest rate.

Alternative 2 – New City Hall

- \$3,392,123 - \$4,000,000 – New building, parking lot, and landscaping.

Alternative 2 – New City Hall

- Pros
 - Meets ADA, office, security, and storage requirements.
 - Designed to meet City's specific needs and at preferred location.
 - Dictate timing; build after revenues increase, when comfortable with debt service.
 - Potentially lower interest rate.
- Cons
 - Higher costs, especially if inflation continues.
 - Likely 2 – 4 year timeline for design, bidding, and construction.

AGENDA ITEM

Agenda Item 7.2.

TO: Honorable Mayor and Members of the City Council

FROM:

DATE: November 6, 2023

SUBJECT: Financial Report

BACKGROUND:

DISCUSSION:

FINANCIAL IMPACT:

RECOMMENDATION:

ATTACHMENT(S):

1. Budget Report - September 2023
2. Cash and Investment Report - September 2023



City of Mary Esther, FL

Budget vs Actuals

Account Summary

For Fiscal: 2022-2023 Period Ending: 09/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 001 - GENERAL FUND							
Revenue							
Department: 00 - UNDESIGNATED							
001-00-311100	AD VALOREM TAXES	1,935,416.00	1,935,416.00	0.00	1,876,259.90	1,876,259.90	59,156.10
001-00-311200	AD VALOREM TAXES-DELO	30,000.00	30,000.00	0.00	91,733.76	91,733.76	-61,733.76
001-00-312410	FIRST LOCAL OPTION FUEL TAX	180,000.00	180,000.00	18,716.34	180,915.39	180,915.39	-915.39
001-00-314100	UTILITY TAXES-ELECTRIC	230,000.00	230,000.00	22,876.45	224,014.53	224,014.53	5,985.47
001-00-314200	UTILITY TAXES-COMMUNICATION SE...	250,000.00	250,000.00	15,443.56	220,411.55	220,411.55	29,588.45
001-00-314300	UTILITY TAXES-WATER	100,000.00	100,000.00	9,800.60	122,354.50	122,354.50	-22,354.50
001-00-314400	UTILITY TAXES-GAS	40,000.00	40,000.00	2,446.84	37,001.31	37,001.31	2,998.69
001-00-314800	UTILITY TAXES -PROPANE GAS	200.00	200.00	0.00	0.00	0.00	200.00
001-00-316010	BUSINESS TAX - PENALTY INT	2,000.00	2,000.00	0.00	701.25	701.25	1,298.75
001-00-316100	BUSINESS TAX	90,000.00	90,000.00	0.00	114,290.50	114,290.50	-24,290.50
001-00-322000	BUILDING PERMITS	95,000.00	95,000.00	308.50	5,443.63	5,443.63	89,556.37
001-00-323100	ELECTRICITY FRANCHISE FEES	175,000.00	175,000.00	25,608.09	187,839.34	187,839.34	-12,839.34
001-00-323400	GAS FRANCHISE FEES	35,000.00	35,000.00	2,124.00	36,859.65	36,859.65	-1,859.65
001-00-324120	IMPACT FEES-FIRE PROTECTION	0.00	0.00	0.00	337.00	337.00	-337.00
001-00-324125	IMPACT FEES-LAW ENFORCEMENT	0.00	0.00	0.00	323.00	323.00	-323.00
001-00-329050	TRACKING FEES	6,500.00	6,500.00	1,270.00	6,530.00	6,530.00	-30.00
001-00-331500	FEDERAL DISASTER RELIEF	82,500.00	82,500.00	0.00	0.00	0.00	82,500.00
001-00-334501	STATE DISASTER RELIEF	13,750.00	13,750.00	0.00	0.00	0.00	13,750.00
001-00-335120	STATE REVENUE SHARING PROCEEDS	160,000.00	160,000.00	17,570.97	228,434.19	228,434.19	-68,434.19
001-00-335150	ALCOHOLIC BEVERAGE LICENSES	1,000.00	1,000.00	0.00	587.33	587.33	412.67
001-00-335180	LOCAL GOVERNMENT 1/2 SALES TAX	450,000.00	450,000.00	53,881.20	455,874.08	455,874.08	-5,874.08
001-00-338200	INTERGOV REV-COUNTY BUSINESS TAX	2,000.00	2,000.00	937.25	3,002.28	3,002.28	-1,002.28
001-00-338210	INTERGOV REV - LIBRARY COOP	59,359.00	59,359.00	0.00	59,359.00	59,359.00	0.00
001-00-341200	ZONING FEES	150.00	150.00	0.00	750.00	750.00	-600.00
001-00-341300	CODE ENFORCEMENT ADMIN FEES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
001-00-341901	FIRE DEPARTMENT FEES	10,000.00	10,000.00	934.00	13,582.44	13,582.44	-3,582.44
001-00-341902	NOTARY FEE REVENUE	100.00	100.00	30.00	60.00	60.00	40.00
001-00-341910	PLAN REVIEW	800.00	800.00	0.00	0.00	0.00	800.00
001-00-341920	SITE INSPECTION	600.00	600.00	0.00	710.00	710.00	-110.00
001-00-342510	FINAL INSPECTION	1,000.00	1,000.00	0.00	615.00	615.00	385.00
001-00-342910	IMPACT FEE- STORMWATER	0.00	0.00	0.00	300.00	300.00	-300.00
001-00-343315	CREDIT CARD USAGE FEE REVENUE	2,000.00	2,000.00	0.00	224.50	224.50	1,775.50
001-00-343800	CEMETERY FEES	100.00	100.00	0.00	100.00	100.00	0.00
001-00-344210	BOAT LAUNCH DAILY PERMIT	1,000.00	1,000.00	0.00	1,281.65	1,281.65	-281.65
001-00-344220	BOAT LAUNCH ANNUAL PERMIT	0.00	0.00	0.00	20.00	20.00	-20.00
001-00-344901	FLORIDA DOT	43,467.00	43,467.00	0.00	13,467.05	13,467.05	29,999.95
001-00-344910	IMPACT FEE- TRANSPORTATION	0.00	0.00	0.00	1,500.00	1,500.00	-1,500.00
001-00-347210	IMPACT FEE- PARKS & RECREATION	0.00	0.00	0.00	150.00	150.00	-150.00
001-00-349100	LIEN SEARCH FEE	1,000.00	1,000.00	240.00	2,085.00	2,085.00	-1,085.00
001-00-351100	COURT FINES	3,000.00	3,000.00	581.51	7,035.32	7,035.32	-4,035.32
001-00-352000	LIBRARY FINES/LOST BOOKS	1,500.00	1,500.00	448.00	3,095.85	3,095.85	-1,595.85
001-00-354100	VIOLATION OF LOCAL ORDINANCE	2,500.00	2,500.00	0.00	30,534.50	30,534.50	-28,034.50
001-00-361000	INTEREST AND OTHER EARNINGS	0.00	0.00	1.42	617.89	617.89	-617.89
001-00-361100	INTEREST INCOME	20,000.00	20,000.00	18,838.78	199,674.75	199,674.75	-179,674.75
001-00-364400	SALE OF EQUIPMENT	0.00	0.00	0.00	2,414.00	2,414.00	-2,414.00
001-00-369300	SETTLEMENTS (INSURANCE ACCIDENT...	0.00	0.00	0.00	786.78	786.78	-786.78
001-00-369900	MISCELLANEOUS REVENUE - OTHER	0.00	0.00	164.25	2,722.34	2,722.34	-2,722.34
001-00-381000	INTERFUND TRANSFER	606,528.00	606,528.00	0.00	0.00	0.00	606,528.00
001-00-389200	GRANTS - FEDERAL	439,900.00	439,900.00	0.00	0.00	0.00	439,900.00

Budget vs Actuals

For Fiscal: 2022-2023 Period Ending: 09/30/2023

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-00-389400 GRANTS - OTHER SOURCES	329,000.00	329,000.00	0.00	6,000.00	6,000.00	323,000.00
Department: 00 - UNDESIGNATED Total:	5,401,870.00	5,401,870.00	192,221.76	4,139,999.26	4,139,999.26	1,261,870.74
Revenue Total:	5,401,870.00	5,401,870.00	192,221.76	4,139,999.26	4,139,999.26	1,261,870.74

Budget vs Actuals

For Fiscal: 2022-2023 Period Ending: 09/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense							
Activity: 51100 - LEGISLATIVE							
Department: 11 - MAYOR AND CITY COUNCIL							
001-11-51100-1210	SALARIES	19,200.00	19,200.00	2,295.00	16,450.00	16,450.00	2,750.00
001-11-51100-2110	SOCIAL SECURITY TAXES	1,190.00	1,190.00	142.29	1,019.90	1,019.90	170.10
001-11-51100-2410	WORKER'S COMPENSATION	600.00	600.00	0.00	246.32	246.32	353.68
001-11-51100-3000	MEDICARE INSURANCE	278.00	278.00	33.32	238.83	238.83	39.17
001-11-51100-3100	PROFESSIONAL SERVICES	10,000.00	10,000.00	3,200.00	3,200.00	3,200.00	6,800.00
001-11-51100-4010	TRAVEL & PER DIEM	12,500.00	12,500.00	926.55	11,347.09	11,622.09	877.91
001-11-51100-4676	FURNITURE/EQUIP. UNDER \$1000	500.00	500.00	0.00	0.00	0.00	500.00
001-11-51100-4810	TROPHIES AND AWARDS	850.00	850.00	1,178.08	1,449.28	1,449.28	-599.28
001-11-51100-4930	TRAINING	4,000.00	4,000.00	124.00	3,167.63	3,167.63	832.37
001-11-51100-4940	ELECTION EXPENSES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-11-51100-5110	OFFICE SUPPLIES	250.00	250.00	0.00	123.04	123.04	126.96
001-11-51100-5280	LEAGUE OF CITIES DINNERS	1,000.00	1,000.00	0.00	730.00	730.00	270.00
001-11-51100-5290	OPERATING SUPPLIES	2,149.00	2,149.00	149.98	1,004.43	1,004.43	1,144.57
001-11-51100-5410	BOOKS, PUBS, SUBS & MEMBS	4,518.00	4,518.00	0.00	3,790.00	3,790.00	728.00
001-11-51100-5741	COMMUNITY EVENTS	5,000.00	5,000.00	0.00	5,980.02	5,980.02	-980.02
Department: 11 - MAYOR AND CITY COUNCIL Total:		63,035.00	63,035.00	8,049.22	48,746.54	49,021.54	14,013.46
Activity: 51100 - LEGISLATIVE Total:		63,035.00	63,035.00	8,049.22	48,746.54	49,021.54	14,013.46
Activity: 51200 - EXECUTIVE							
Department: 12 - CITY MANAGER							
001-12-51200-1110	EXECUTIVE SALARIES	0.00	0.00	0.00	-2,518.04	-2,518.04	2,518.04
001-12-51200-1210	SALARIES	96,955.00	96,955.00	7,649.10	73,825.18	73,825.18	23,129.82
001-12-51200-2110	SOCIAL SECURITY TAXES	6,011.00	6,011.00	474.25	4,421.10	4,421.10	1,589.90
001-12-51200-2210	RETIREMENT	13,574.00	13,574.00	438.68	4,080.66	4,080.66	9,493.34
001-12-51200-2310	EMPLOYEE INSURANCE	12,250.00	12,250.00	33.33	7,373.07	7,373.07	4,876.93
001-12-51200-2410	WORKER'S COMPENSATION	100.00	100.00	0.00	41.02	41.02	58.98
001-12-51200-3000	MEDICARE INSURANCE	1,406.00	1,406.00	110.93	1,034.25	1,034.25	371.75
001-12-51200-4010	TRAVEL & PER DIEM	6,100.00	6,100.00	503.68	3,240.76	3,240.76	2,859.24
001-12-51200-4612	FURNITURE/EQUIP. R & M	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-12-51200-4930	TRAINING	3,000.00	3,000.00	0.00	3,428.58	3,428.58	-428.58
001-12-51200-5110	OFFICE SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00
001-12-51200-5290	OPERATING SUPPLIES	500.00	500.00	224.18	1,429.45	1,429.45	-929.45
001-12-51200-5410	BOOKS, PUBS, SUBS & MEMBS	2,000.00	2,000.00	0.00	761.60	761.60	1,238.40
Department: 12 - CITY MANAGER Total:		143,396.00	143,396.00	9,434.15	97,117.63	97,117.63	46,278.37
Activity: 51200 - EXECUTIVE Total:		143,396.00	143,396.00	9,434.15	97,117.63	97,117.63	46,278.37
Activity: 51300 - FINANCE							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51300-1210	SALARIES	55,010.00	55,010.00	5,823.68	56,172.78	56,172.78	-1,162.78
001-13-51300-2110	SOCIAL SECURITY TAXES	3,411.00	3,411.00	359.65	3,474.66	3,474.66	-63.66
001-13-51300-2210	RETIREMENT	7,701.00	7,701.00	748.08	7,208.36	7,208.36	492.64
001-13-51300-2310	EMPLOYEE INSURANCE	5,000.00	5,000.00	0.00	2,586.45	2,586.45	2,413.55
001-13-51300-2410	WORKER'S COMPENSATION	70.00	70.00	0.00	28.72	28.72	41.28
001-13-51300-3000	MEDICARE INSURANCE	798.00	798.00	84.13	812.81	812.81	-14.81
001-13-51300-3210	ACCOUNTING AND AUDITING	24,230.00	24,230.00	0.00	18,767.00	18,767.00	5,463.00
001-13-51300-4010	TRAVEL & PER DIEM	2,500.00	2,500.00	0.00	1,374.56	1,374.56	1,125.44
001-13-51300-4710	PRINTING & BINDING	1,000.00	1,000.00	0.00	290.53	290.53	709.47
001-13-51300-4915	CREDIT CARD FEE EXPENSES	1,500.00	1,500.00	0.00	3,884.66	3,884.66	-2,384.66
001-13-51300-4921	BANK FEES	900.00	900.00	45.00	747.13	747.13	152.87
001-13-51300-4930	TRAINING	1,500.00	1,500.00	0.00	1,835.00	1,835.00	-335.00
001-13-51300-5290	OPERATING SUPPLIES	2,150.00	2,150.00	0.00	146.98	146.98	2,003.02
001-13-51300-5410	BOOKS, PUBS, SUBS & MEMBS	730.00	730.00	0.00	345.00	345.00	385.00
Department: 13 - ADMINISTRATIVE SERVICES Total:		106,500.00	106,500.00	7,060.54	97,674.64	97,674.64	8,825.36
Activity: 51300 - FINANCE Total:		106,500.00	106,500.00	7,060.54	97,674.64	97,674.64	8,825.36

Budget vs Actuals

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Activity: 51310 - HUMAN RESOURCES							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51310-1210	SALARIES	35,151.00	35,151.00	84.46	9,919.47	9,919.47	25,231.53
001-13-51310-2110	SOCIAL SECURITY TAXES	2,179.00	2,179.00	5.24	614.96	614.96	1,564.04
001-13-51310-2210	RETIREMENT	4,921.00	4,921.00	0.00	412.34	412.34	4,508.66
001-13-51310-2220	RETIRED EMPLOYEE LIFE INSURANCE	800.00	800.00	0.00	644.48	644.48	155.52
001-13-51310-2230	RETIRED EMPLOYEE DENTAL INSURA...	6,200.00	6,200.00	0.00	3,467.96	3,467.96	2,732.04
001-13-51310-2310	EMPLOYEE INSURANCE	6,250.00	6,250.00	0.00	2,646.20	2,646.20	3,603.80
001-13-51310-2410	WORKER'S COMPENSATION	50.00	50.00	0.00	20.52	20.52	29.48
001-13-51310-2510	UNEMPLOYMENT COMPENSATION	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
001-13-51310-3000	MEDICARE INSURANCE	510.00	510.00	1.23	143.72	143.72	366.28
001-13-51310-3100	PROFESSIONAL SERVICES	7,000.00	7,000.00	0.00	10,275.00	10,275.00	-3,275.00
001-13-51310-3130	MEDICAL SERVICES	200.00	200.00	0.00	0.00	0.00	200.00
001-13-51310-4010	TRAVEL & PER DIEM	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-13-51310-4015	RECRUITMENT	0.00	0.00	760.98	1,590.68	1,590.68	-1,590.68
001-13-51310-4540	EMPLOYEE APPRECIATION	2,000.00	2,000.00	315.14	1,977.25	1,977.25	22.75
001-13-51310-4710	PRINTING & BINDING	500.00	500.00	0.00	743.95	743.95	-243.95
001-13-51310-4930	TRAINING	3,750.00	3,750.00	0.00	0.00	0.00	3,750.00
001-13-51310-4934	TUITION	0.00	0.00	0.00	6,455.13	6,455.13	-6,455.13
001-13-51310-4946	LEGAL & RETAIL ADVERTISEMENTS	1,000.00	1,000.00	0.00	150.00	150.00	850.00
001-13-51310-5290	OPERATING SUPPLIES	500.00	500.00	1,247.20	1,549.13	1,549.13	-1,049.13
001-13-51310-5410	BOOKS, PUBS, SUBS & MEMBS	750.00	750.00	0.00	100.00	100.00	650.00
Department: 13 - ADMINISTRATIVE SERVICES Total:		77,761.00	77,761.00	2,414.25	40,710.79	40,710.79	37,050.21
Activity: 51310 - HUMAN RESOURCES Total:		77,761.00	77,761.00	2,414.25	40,710.79	40,710.79	37,050.21
Activity: 51400 - LEGAL							
Department: 14 - CITY ATTORNEY							
001-14-51400-3111	LEGAL COUNSEL	0.00	80,000.00	21,352.50	41,426.10	41,426.10	38,573.90
Department: 14 - CITY ATTORNEY Total:		0.00	80,000.00	21,352.50	41,426.10	41,426.10	38,573.90
Activity: 51400 - LEGAL Total:		0.00	80,000.00	21,352.50	41,426.10	41,426.10	38,573.90
Activity: 51500 - PLANNING AND ZONING							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-51500-1210	SALARIES	73,954.00	73,954.00	3,416.89	29,477.58	29,477.58	44,476.42
001-30-51500-2110	SOCIAL SECURITY TAXES	4,585.00	4,585.00	211.54	1,824.71	1,824.71	2,760.29
001-30-51500-2210	RETIREMENT	10,353.00	10,353.00	91.75	660.67	660.67	9,692.33
001-30-51500-2310	EMPLOYEE INSURANCE	20,750.00	20,750.00	0.00	8,346.36	8,346.36	12,403.64
001-30-51500-2410	WORKER'S COMPENSATION	440.00	440.00	0.00	237.32	237.32	202.68
001-30-51500-3000	MEDICARE INSURANCE	1,072.00	1,072.00	49.46	426.89	426.89	645.11
001-30-51500-3100	PROFESSIONAL SERVICES	93,000.00	93,000.00	4,528.75	92,646.81	92,646.81	353.19
001-30-51500-4010	TRAVEL & PER DIEM	1,250.00	1,250.00	0.00	0.00	0.00	1,250.00
001-30-51500-4930	TRAINING	500.00	500.00	0.00	0.00	0.00	500.00
001-30-51500-4946	LEGAL & RETAIL ADVERTISEMENTS	1,000.00	1,000.00	0.00	540.48	540.48	459.52
001-30-51500-5110	OFFICE SUPPLIES	250.00	250.00	0.00	0.00	0.00	250.00
001-30-51500-5290	OPERATING SUPPLIES	100.00	100.00	0.00	898.07	898.07	-798.07
001-30-51500-5410	BOOKS, PUBS, SUBS & MEMBS	150.00	150.00	0.00	0.00	0.00	150.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		207,404.00	207,404.00	8,298.39	135,058.89	135,058.89	72,345.11
Activity: 51500 - PLANNING AND ZONING Total:		207,404.00	207,404.00	8,298.39	135,058.89	135,058.89	72,345.11
Activity: 51600 - NON-COURT INFORMATION SYSTEMS							
Department: 16 - CITY CLERK							
001-16-51600-1210	SALARIES	71,285.00	71,285.00	7,742.77	55,424.61	55,424.61	15,860.39
001-16-51600-1310	PART-TIME SALARIES	0.00	0.00	0.00	4,944.00	4,944.00	-4,944.00
001-16-51600-2110	SOCIAL SECURITY TAXES	4,420.00	4,420.00	404.14	3,235.54	3,235.54	1,184.46
001-16-51600-2210	RETIREMENT	9,980.00	9,980.00	1,083.99	2,682.91	2,682.91	7,297.09
001-16-51600-2310	EMPLOYEE INSURANCE	17,000.00	17,000.00	33.34	18,011.45	18,011.45	-1,011.45
001-16-51600-2410	WORKER'S COMPENSATION	100.00	100.00	0.00	41.04	41.04	58.96
001-16-51600-3000	MEDICARE INSURANCE	1,034.00	1,034.00	94.53	756.80	756.80	277.20
001-16-51600-3100	PROFESSIONAL SERVICES	2,500.00	2,500.00	62.50	705.82	705.82	1,794.18
001-16-51600-4010	TRAVEL & PER DIEM	2,000.00	2,000.00	313.54	5,384.13	5,384.13	-3,384.13

Budget vs Actuals

For Fiscal: 2022-2023 Period Ending: 09/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-16-51600-4510	NOTARY INSURANCE	50.00	50.00	0.00	0.00	0.00	50.00
001-16-51600-4710	PRINTING & BINDING	500.00	500.00	0.00	62.99	62.99	437.01
001-16-51600-4930	TRAINING	1,500.00	1,500.00	25.00	1,387.00	1,387.00	113.00
001-16-51600-4946	LEGAL & RETAIL ADVERTISEMENTS	8,700.00	8,700.00	707.62	2,461.74	3,860.31	4,839.69
001-16-51600-5110	OFFICE SUPPLIES	1,612.00	1,612.00	9.98	432.20	432.20	1,179.80
001-16-51600-5290	OPERATING SUPPLIES	500.00	500.00	0.00	234.00	234.00	266.00
001-16-51600-5410	BOOKS, PUBS, SUBS & MEMBS	1,000.00	1,000.00	260.00	816.10	816.10	183.90
001-16-51600-5416	CODIFICATION	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00
Department: 16 - CITY CLERK Total:		125,681.00	125,681.00	10,737.41	96,580.33	97,978.90	27,702.10
Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:		125,681.00	125,681.00	10,737.41	96,580.33	97,978.90	27,702.10
Activity: 51610 - INFORMATION TECHNOLOGY							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51610-3100	PROFESSIONAL SERVICES	23,900.00	23,900.00	2,413.00	27,156.61	27,156.61	-3,256.61
001-13-51610-4110	TELEPHONE & INTERNET	15,000.00	15,000.00	415.09	16,432.18	16,432.18	-1,432.18
001-13-51610-4655	COMPUTER HARDWARE & SOFTWARE...	64,945.00	64,945.00	834.99	69,859.12	69,859.12	-4,914.12
001-13-51610-4660	COPIER MAINTENANCE	6,000.00	7,500.00	967.45	6,773.16	7,389.61	110.39
001-13-51610-5110	OFFICE SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00
001-13-51610-6400	COMPUTER SOFTWARE & EQUIPMENT	50,000.00	48,500.00	0.00	29,818.93	29,818.93	18,681.07
Department: 13 - ADMINISTRATIVE SERVICES Total:		160,345.00	160,345.00	4,630.53	150,040.00	150,656.45	9,688.55
Activity: 51610 - INFORMATION TECHNOLOGY Total:		160,345.00	160,345.00	4,630.53	150,040.00	150,656.45	9,688.55
Activity: 51900 - GENERAL GOVERNMENT							
Department: 99 - NON DEPARTMENTAL							
001-99-51900-3100	PROFESSIONAL SERVICES	0.00	0.00	0.00	892.50	892.50	-892.50
001-99-51900-4100	POSTAGE & SHIPPING	2,000.00	2,000.00	22.25	2,498.86	2,498.86	-498.86
001-99-51900-4520	LIABILITY INSURANCE	38,024.00	38,024.00	0.00	40,888.00	40,888.00	-2,864.00
001-99-51900-4906	OTHER EXPENDITURES	0.00	0.00	0.00	48.25	48.25	-48.25
001-99-51900-5110	OFFICE SUPPLIES	4,500.00	4,500.00	158.58	1,380.43	1,395.12	3,104.88
001-99-51900-5410	BOOKS, PUBS, SUBS & MEMBS	900.00	900.00	0.00	369.00	369.00	531.00
Department: 99 - NON DEPARTMENTAL Total:		45,424.00	45,424.00	180.83	46,077.04	46,091.73	-667.73
Activity: 51900 - GENERAL GOVERNMENT Total:		45,424.00	45,424.00	180.83	46,077.04	46,091.73	-667.73
Activity: 51910 - FACILITIES							
Department: 50 - PUBLIC WORKS							
001-50-51910-1210	SALARIES	25,929.00	25,929.00	1,889.16	19,142.17	19,142.17	6,786.83
001-50-51910-1410	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
001-50-51910-2110	SOCIAL SECURITY TAXES	1,608.00	1,608.00	116.57	1,176.44	1,176.44	431.56
001-50-51910-2210	RETIREMENT	3,630.00	3,630.00	185.25	1,554.15	1,554.15	2,075.85
001-50-51910-2310	EMPLOYEE INSURANCE	8,430.00	8,430.00	0.00	5,182.65	5,182.65	3,247.35
001-50-51910-2410	WORKER'S COMPENSATION	3,022.00	3,022.00	0.00	1,419.20	1,419.20	1,602.80
001-50-51910-3000	MEDICARE INSURANCE	376.00	376.00	27.24	275.16	275.16	100.84
001-50-51910-3100	PROFESSIONAL SERVICES	9,400.00	9,400.00	3,840.50	23,059.80	23,059.80	-13,659.80
001-50-51910-4010	TRAVEL & PER DIEM	500.00	500.00	0.00	0.00	0.00	500.00
001-50-51910-4310	ELECTRICITY	19,870.00	19,870.00	3,894.83	18,012.32	18,012.32	1,857.68
001-50-51910-4320	WATER	7,500.00	7,500.00	770.63	7,559.47	7,559.47	-59.47
001-50-51910-4330	SOLID WASTE	4,000.00	4,000.00	223.76	2,651.70	2,651.70	1,348.30
001-50-51910-4340	NATURAL GAS	1,500.00	1,500.00	39.69	768.94	768.94	731.06
001-50-51910-4410	EQUIPMENT RENTAL	1,000.00	1,000.00	0.00	33.00	33.00	967.00
001-50-51910-4521	PROPERTY INSURANCE	12,300.00	12,300.00	0.00	12,332.00	12,332.00	-32.00
001-50-51910-4522	VEHICLE INSURANCE	700.00	700.00	0.00	862.25	862.25	-162.25
001-50-51910-4610	VEHICLE R & M	1,000.00	1,000.00	0.00	970.63	970.63	29.37
001-50-51910-4611	BUILDING R & M	20,000.00	20,000.00	3.58	16,245.95	16,245.95	3,754.05
001-50-51910-4612	FURNITURE/EQUIP. R & M	500.00	500.00	139.96	422.82	422.82	77.18
001-50-51910-4615	FENCING AND LANDSCAPING	52,000.00	52,000.00	12.68	771.40	771.40	51,228.60
001-50-51910-4635	PARKING AREA MARKING R & M	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
001-50-51910-4930	TRAINING	1,000.00	1,000.00	0.00	422.74	422.74	577.26
001-50-51910-5110	OFFICE SUPPLIES	250.00	250.00	0.00	286.67	286.67	-36.67
001-50-51910-5210	FUEL, OIL, & LUBRICANTS	5,000.00	5,000.00	0.00	1,681.29	1,681.29	3,318.71
001-50-51910-5220	UNIFORMS	400.00	400.00	0.00	772.34	772.34	-372.34

Budget vs Actuals

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-50-51910-5221	PERSONAL PROTECTIVE EQUIPMENT	1,000.00	1,000.00	0.00	464.31	464.31	535.69
001-50-51910-5230	JANITORIAL SUPPLIES	4,000.00	4,000.00	239.00	1,064.85	1,064.85	2,935.15
001-50-51910-5231	SEASONAL DECORATIONS	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
001-50-51910-5240	CHEMICALS	500.00	500.00	0.00	12.48	12.48	487.52
001-50-51910-5260	TOOLS	500.00	500.00	0.00	572.97	572.97	-72.97
001-50-51910-5270	MACHINERY & EQUIPMENT	3,000.00	3,000.00	198.02	2,051.26	2,051.26	948.74
001-50-51910-5290	OPERATING SUPPLIES	1,000.00	1,000.00	14.96	2,620.20	2,620.20	-1,620.20
001-50-51910-5410	BOOKS, PUBS, SUBS & MEMBS	100.00	100.00	0.00	25.00	25.00	75.00
001-50-51910-6210	BUILDINGS	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00
001-50-51910-6310	INFRASTRUCTURE	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00
Department: 50 - PUBLIC WORKS Total:		383,015.00	383,015.00	11,595.83	122,414.16	122,414.16	260,600.84
Activity: 51910 - FACILITIES Total:		383,015.00	383,015.00	11,595.83	122,414.16	122,414.16	260,600.84
Activity: 52100 - LAW ENFORCEMENT							
Department: 20 - PUBLIC SAFETY							
001-20-52100-3405	CONTRACT FOR SERVICES	252,025.00	252,025.00	21,002.08	252,024.96	252,024.96	0.04
Department: 20 - PUBLIC SAFETY Total:		252,025.00	252,025.00	21,002.08	252,024.96	252,024.96	0.04
Activity: 52100 - LAW ENFORCEMENT Total:		252,025.00	252,025.00	21,002.08	252,024.96	252,024.96	0.04
Activity: 52200 - FIRE							
Department: 20 - PUBLIC SAFETY							
001-20-52200-3405	CONTRACT FOR SERVICES	1,079,498.00	1,079,498.00	269,874.42	1,079,497.68	1,079,497.68	0.32
001-20-52200-4710	PRINTING & BINDING	0.00	0.00	0.00	181.76	181.76	-181.76
Department: 20 - PUBLIC SAFETY Total:		1,079,498.00	1,079,498.00	269,874.42	1,079,679.44	1,079,679.44	-181.44
Activity: 52200 - FIRE Total:		1,079,498.00	1,079,498.00	269,874.42	1,079,679.44	1,079,679.44	-181.44
Activity: 52400 - CODE COMPLIANCE							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-52400-1210	SALARIES	39,283.00	39,283.00	4,847.79	35,459.88	35,459.88	3,823.12
001-30-52400-2110	SOCIAL SECURITY TAXES	2,436.00	2,436.00	299.39	2,187.51	2,187.51	248.49
001-30-52400-2210	RETIREMENT	5,500.00	5,500.00	321.08	2,312.28	2,312.28	3,187.72
001-30-52400-2310	EMPLOYEE INSURANCE	10,800.00	10,800.00	0.00	8,640.25	8,640.25	2,159.75
001-30-52400-2410	WORKER'S COMPENSATION	1,130.00	1,130.00	0.00	474.64	474.64	655.36
001-30-52400-3000	MEDICARE INSURANCE	570.00	570.00	70.01	511.70	511.70	58.30
001-30-52400-4010	TRAVEL & PER DIEM	1,250.00	1,250.00	0.00	0.00	0.00	1,250.00
001-30-52400-4110	TELEPHONE & INTERNET	160.00	160.00	80.02	764.26	764.26	-604.26
001-30-52400-4522	VEHICLE INSURANCE	504.00	504.00	0.00	901.00	901.00	-397.00
001-30-52400-4610	VEHICLE R & M	500.00	500.00	0.00	133.15	133.15	366.85
001-30-52400-4710	PRINTING & BINDING	400.00	400.00	0.00	0.00	0.00	400.00
001-30-52400-4906	OTHER CHARGES	200.00	200.00	20.00	20.00	20.00	180.00
001-30-52400-4930	TRAINING	500.00	500.00	0.00	824.00	824.00	-324.00
001-30-52400-5110	OFFICE SUPPLIES	150.00	150.00	0.00	19.87	19.87	130.13
001-30-52400-5210	FUEL, OIL, & LUBRICANTS	1,200.00	1,200.00	124.24	512.66	512.66	687.34
001-30-52400-5220	UNIFORMS	650.00	650.00	0.00	100.51	100.51	549.49
001-30-52400-5221	PERSONAL PROTECTIVE EQUIPMENT	100.00	100.00	0.00	0.00	0.00	100.00
001-30-52400-5295	OPERATING SUPPLIES/JANITORIAL	300.00	300.00	0.00	25.85	25.85	274.15
001-30-52400-5410	BOOKS, PUBS, SUBS & MEMBS	150.00	150.00	0.00	0.00	0.00	150.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		65,783.00	65,783.00	5,762.53	52,887.56	52,887.56	12,895.44
Activity: 52400 - CODE COMPLIANCE Total:		65,783.00	65,783.00	5,762.53	52,887.56	52,887.56	12,895.44
Activity: 52410 - BUILDING							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-52410-1210	SALARIES	37,239.00	37,239.00	2,724.28	24,411.58	24,411.58	12,827.42
001-30-52410-2110	SOCIAL SECURITY TAXES	2,314.00	2,314.00	168.70	1,511.65	1,511.65	802.35
001-30-52410-2210	RETIREMENT	5,226.00	5,226.00	45.86	330.31	330.31	4,895.69
001-30-52410-2310	EMPLOYEE INSURANCE	10,950.00	10,950.00	0.00	7,087.22	7,087.22	3,862.78
001-30-52410-2410	WORKER'S COMPENSATION	230.00	230.00	0.00	79.11	79.11	150.89
001-30-52410-3000	MEDICARE INSURANCE	541.00	541.00	39.48	353.41	353.41	187.59
001-30-52410-3100	PROFESSIONAL SERVICES	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00
001-30-52410-4010	TRAVEL & PER DIEM	500.00	500.00	0.00	0.00	0.00	500.00
001-30-52410-4906	OTHER CHARGES	500.00	500.00	0.00	0.00	0.00	500.00

Budget vs Actuals

For Fiscal: 2022-2023 Period Ending: 09/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-30-52410-4930	TRAINING	250.00	250.00	0.00	0.00	0.00	250.00
001-30-52410-4946	LEGAL & RETAIL ADVERTISEMENTS	300.00	300.00	0.00	0.00	0.00	300.00
001-30-52410-5110	OFFICE SUPPLIES	100.00	100.00	0.00	0.00	0.00	100.00
001-30-52410-5290	OPERATING SUPPLIES	100.00	100.00	0.00	0.00	0.00	100.00
001-30-52410-5410	BOOKS, PUBS, SUBS & MEMBS	250.00	250.00	0.00	0.00	0.00	250.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		138,500.00	138,500.00	2,978.32	33,773.28	33,773.28	104,726.72
Activity: 52410 - BUILDING Total:		138,500.00	138,500.00	2,978.32	33,773.28	33,773.28	104,726.72
Activity: 53800 - STORMWATER							
Department: 50 - PUBLIC WORKS							
001-50-53800-1210	SALARIES	51,858.00	51,858.00	3,778.28	38,283.91	38,283.91	13,574.09
001-50-53800-1410	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
001-50-53800-2110	SOCIAL SECURITY TAXES	3,215.00	3,215.00	233.05	2,353.23	2,353.23	861.77
001-50-53800-2210	RETIREMENT	7,260.00	7,260.00	370.41	3,107.42	3,107.42	4,152.58
001-50-53800-2310	EMPLOYEE INSURANCE	16,860.00	16,860.00	0.00	10,365.18	10,365.18	6,494.82
001-50-53800-2410	WORKER'S COMPENSATION	6,044.00	6,044.00	0.00	2,838.40	2,838.40	3,205.60
001-50-53800-3000	MEDICARE INSURANCE	752.00	752.00	54.48	550.13	550.13	201.87
001-50-53800-3100	Professional Services	100,000.00	100,000.00	2,169.18	13,962.93	13,962.93	86,037.07
001-50-53800-4010	TRAVEL & PER DIEM	500.00	500.00	0.00	0.00	0.00	500.00
001-50-53800-4522	VEHICLE INSURANCE	700.00	700.00	0.00	862.25	862.25	-162.25
001-50-53800-4615	FENCING AND LANDSCAPING	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
001-50-53800-4637	CURBS/GUTTERS/STORM DRAINS R&M	500.00	500.00	0.00	0.00	0.00	500.00
001-50-53800-5220	UNIFORMS	250.00	250.00	0.00	0.00	0.00	250.00
001-50-53800-5295	OPERATING SUPPLIES/JANITORIAL	250.00	250.00	0.00	0.00	0.00	250.00
001-50-53800-5410	BOOKS, PUBS, SUBS & MEMBS	250.00	250.00	0.00	0.00	0.00	250.00
001-50-53800-6310	INFRASTRUCTURE	439,900.00	439,900.00	54,982.34	94,283.55	94,283.55	345,616.45
Department: 50 - PUBLIC WORKS Total:		631,339.00	631,339.00	61,587.74	166,607.00	166,607.00	464,732.00
Activity: 53800 - STORMWATER Total:		631,339.00	631,339.00	61,587.74	166,607.00	166,607.00	464,732.00
Activity: 54100 - STREETS							
Department: 14 - CITY ATTORNEY							
001-14-54100-3111	LEGAL COUNSEL	80,000.00	0.00	0.00	0.00	0.00	0.00
Department: 14 - CITY ATTORNEY Total:		80,000.00	0.00	0.00	0.00	0.00	0.00
Department: 41 - MAINTENANCE DEPARTMENT							
001-41-54100-5260	TOOLS	0.00	0.00	0.00	37.98	37.98	-37.98
Department: 41 - MAINTENANCE DEPARTMENT Total:		0.00	0.00	0.00	37.98	37.98	-37.98
Department: 50 - PUBLIC WORKS							
001-50-54100-1210	SALARIES	51,858.00	51,858.00	3,778.28	38,469.43	38,469.43	13,388.57
001-50-54100-1410	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
001-50-54100-2110	SOCIAL SECURITY TAXES	3,215.00	3,215.00	233.05	2,353.23	2,353.23	861.77
001-50-54100-2210	RETIREMENT	7,260.00	7,260.00	370.41	3,107.42	3,107.42	4,152.58
001-50-54100-2310	EMPLOYEE INSURANCE	16,860.00	16,860.00	0.00	10,365.16	10,365.16	6,494.84
001-50-54100-2410	WORKER'S COMPENSATION	6,044.00	6,044.00	0.00	2,838.40	2,838.40	3,205.60
001-50-54100-3000	MEDICARE INSURANCE	752.00	752.00	54.48	550.13	550.13	201.87
001-50-54100-3100	PROFESSIONAL SERVICES	174,000.00	174,000.00	8,252.50	19,995.07	19,995.07	154,004.93
001-50-54100-4010	TRAVEL & PER DIEM	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-54100-4110	TELEPHONE & INTERNET	240.00	240.00	0.00	0.00	0.00	240.00
001-50-54100-4310	ELECTRICITY	57,070.00	57,070.00	9,081.26	55,327.34	55,327.34	1,742.66
001-50-54100-4320	WATER	500.00	500.00	30.26	332.86	332.86	167.14
001-50-54100-4330	Solid Waste	0.00	0.00	680.99	3,018.89	3,018.89	-3,018.89
001-50-54100-4410	EQUIPMENT RENTAL	2,500.00	2,500.00	21.92	500.00	500.00	2,000.00
001-50-54100-4522	VEHICLE INSURANCE	700.00	700.00	0.00	1,722.50	1,722.50	-1,022.50
001-50-54100-4610	VEHICLE R & M	750.00	750.00	651.00	3,374.18	3,374.18	-2,624.18
001-50-54100-4615	FENCING AND LANDSCAPING	216,000.00	216,000.00	65.00	2,987.80	2,987.80	213,012.20
001-50-54100-4623	HEAVY EQUIPMENT R & M	10,000.00	10,000.00	1,051.46	23,447.42	25,214.46	-15,214.46
001-50-54100-4631	STREET REPAVING	25,000.00	25,000.00	61.88	777.98	777.98	24,222.02
001-50-54100-4636	TRAFFIC CONTROL/SIGNS R&M	5,000.00	5,000.00	1,388.50	3,239.02	3,239.02	1,760.98
001-50-54100-4906	OTHER CHARGES	0.00	0.00	0.00	393.08	393.08	-393.08
001-50-54100-4930	TRAINING	300.00	300.00	0.00	0.00	0.00	300.00

Budget vs Actuals

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-50-54100-5110	OFFICE SUPPLIES	100.00	100.00	0.00	0.00	0.00	100.00
001-50-54100-5210	FUEL, OIL, & LUBRICANTS	3,500.00	3,500.00	1,020.11	3,392.52	3,503.20	-3.20
001-50-54100-5220	UNIFORMS	500.00	500.00	0.00	0.00	0.00	500.00
001-50-54100-5221	PERSONAL PROTECTIVE EQUIPMENT	500.00	500.00	64.86	323.04	323.04	176.96
001-50-54100-5240	CHEMICALS	0.00	0.00	0.00	108.04	108.04	-108.04
001-50-54100-5260	TOOLS	500.00	500.00	0.00	282.82	282.82	217.18
001-50-54100-5270	MACHINERY & EQUIPMENT	1,250.00	1,250.00	143.15	2,064.08	2,064.08	-814.08
001-50-54100-5290	OPERATING SUPPLIES	1,000.00	1,000.00	187.83	1,844.41	1,844.41	-844.41
001-50-54100-5410	BOOKS, PUBS, SUBS & MEMBS	100.00	100.00	0.00	67.86	67.86	32.14
001-50-54100-6310	INFRASTRUCTURE	956,528.00	956,528.00	114,080.01	140,167.63	140,167.63	816,360.37
001-50-54100-6410	MACHINERY & EQUIPMENT	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00
Department: 50 - PUBLIC WORKS Total:		1,593,527.00	1,593,527.00	141,216.95	321,050.31	322,928.03	1,270,598.97
Activity: 54100 - STREETS Total:		1,673,527.00	1,593,527.00	141,216.95	321,088.29	322,966.01	1,270,560.99
Activity: 56200 - ANIMAL CONTROL							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-56200-3410	ANIMAL CONTROL	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
Activity: 56200 - ANIMAL CONTROL Total:		5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
Activity: 57100 - LIBRARY							
Department: 71 - LIBRARY							
001-71-57100-1210	SALARIES	236,803.00	236,803.00	24,820.03	238,029.43	238,029.43	-1,226.43
001-71-57100-1310	SALARIES - PART TIME	33,532.00	33,532.00	3,071.00	30,407.73	30,407.73	3,124.27
001-71-57100-2110	SOCIAL SECURITY TAXES	16,761.00	16,761.00	1,660.59	16,155.58	16,155.58	605.42
001-71-57100-2210	RETIREMENT	33,152.00	33,152.00	3,474.79	29,213.19	29,213.19	3,938.81
001-71-57100-2310	EMPLOYEE INSURANCE	63,300.00	63,300.00	33.33	40,426.57	40,426.57	22,873.43
001-71-57100-2410	WORKER'S COMPENSATION	700.00	700.00	0.00	287.35	287.35	412.65
001-71-57100-3000	MEDICARE INSURANCE	486.00	486.00	388.36	3,778.28	3,778.28	-3,292.28
001-71-57100-3100	PROFESSIONAL SERVICES	0.00	0.00	0.00	425.00	425.00	-425.00
001-71-57100-4010	TRAVEL & PER DIEM	1,200.00	1,200.00	180.78	744.47	744.47	455.53
001-71-57100-4100	POSTAGE & SHIPPING	200.00	200.00	0.00	0.00	0.00	200.00
001-71-57100-4612	FURNITURE/EQUIP. R & M	500.00	500.00	81.42	274.10	274.10	225.90
001-71-57100-4710	PRINTING & BINDING	600.00	600.00	0.00	400.00	400.00	200.00
001-71-57100-4925	PROGRAM EXPENSES	1,900.00	1,900.00	188.85	2,084.64	2,084.64	-184.64
001-71-57100-5110	OFFICE SUPPLIES	3,000.00	3,000.00	548.77	1,832.29	1,832.29	1,167.71
001-71-57100-5295	OPERATING SUPPLIES/JANITORIAL	0.00	0.00	0.00	102.98	102.98	-102.98
001-71-57100-5410	BOOKS, PUBS, SUBS & MEMBS	12,000.00	12,000.00	2,054.33	10,629.14	10,629.14	1,370.86
001-71-57100-5415	LIBRARY BOOK LEASES	7,000.00	7,000.00	0.00	6,473.88	6,473.88	526.12
001-71-57100-5417	LIBRARY E-BOOK LEASES	9,000.00	9,000.00	3,162.38	8,653.94	8,653.94	346.06
001-71-57100-5420	MEMBERSHIPS	1,000.00	1,000.00	241.10	1,014.94	1,014.94	-14.94
Department: 71 - LIBRARY Total:		421,134.00	421,134.00	39,905.73	390,933.51	390,933.51	30,200.49
Activity: 57100 - LIBRARY Total:		421,134.00	421,134.00	39,905.73	390,933.51	390,933.51	30,200.49
Activity: 57200 - PARKS							
Department: 50 - PUBLIC WORKS							
001-50-57200-1210	SALARIES	129,645.00	129,645.00	9,445.63	95,709.70	95,709.70	33,935.30
001-50-57200-1410	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
001-50-57200-2110	SOCIAL SECURITY TAXES	8,038.00	8,038.00	582.51	5,881.66	5,881.66	2,156.34
001-50-57200-2210	RETIREMENT	18,150.00	18,150.00	925.88	7,768.48	7,768.48	10,381.52
001-50-57200-2310	EMPLOYEE INSURANCE	42,150.00	42,150.00	0.00	29,204.48	29,204.48	12,945.52
001-50-57200-2410	WORKER'S COMPENSATION	15,111.00	15,111.00	0.00	7,216.00	7,216.00	7,895.00
001-50-57200-3000	MEDICARE INSURANCE	1,880.00	1,880.00	136.27	1,375.64	1,375.64	504.36
001-50-57200-3100	PROFESSIONAL SERVICES	0.00	0.00	12,173.00	24,002.00	24,002.00	-24,002.00
001-50-57200-4010	TRAVEL & PER DIEM	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-57200-4310	ELECTRICITY	4,000.00	4,000.00	755.37	4,447.25	4,447.25	-447.25
001-50-57200-4320	WATER	3,800.00	3,800.00	231.59	2,982.29	2,982.29	817.71
001-50-57200-4330	SOLID WASTE	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00
001-50-57200-4521	PROPERTY INSURANCE	5,700.00	5,700.00	0.00	6,064.00	6,064.00	-364.00
001-50-57200-4522	VEHICLE INSURANCE	700.00	700.00	0.00	0.00	0.00	700.00

Budget vs Actuals

For Fiscal: 2022-2023 Period Ending: 09/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-50-57200-4611	BUILDING R & M	5,000.00	5,000.00	585.35	693.71	693.71	4,306.29
001-50-57200-4612	FURNITURE/EQUIP. R & M	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-57200-4615	FENCING AND LANDSCAPING	2,500.00	2,500.00	2,578.77	20,371.41	20,371.41	-17,871.41
001-50-57200-5110	OFFICE SUPPLIES	250.00	250.00	0.00	0.00	0.00	250.00
001-50-57200-5210	FUEL, OIL, & LUBRICANTS	500.00	500.00	777.41	2,919.99	2,919.99	-2,419.99
001-50-57200-5220	UNIFORMS	400.00	400.00	0.00	0.00	0.00	400.00
001-50-57200-5270	MACHINERY & EQUIPMENT	500.00	500.00	80.37	1,854.83	1,854.83	-1,354.83
001-50-57200-5290	OPERATING SUPPLIES	0.00	0.00	0.00	432.73	432.73	-432.73
001-50-57200-5295	OPERATING SUPPLIES/JANITORIAL	2,500.00	2,500.00	267.56	1,821.13	1,821.13	678.87
001-50-57200-5410	BOOKS, PUBS, SUBS & MEMBS	250.00	250.00	0.00	0.00	0.00	250.00
001-50-57200-6310	INFRASTRUCTURE	407,000.00	407,000.00	0.00	330,628.45	330,628.45	76,371.55
Department: 50 - PUBLIC WORKS Total:		654,574.00	654,574.00	28,539.71	543,373.75	543,373.75	111,200.25
Activity: 57200 - PARKS Total:		654,574.00	654,574.00	28,539.71	543,373.75	543,373.75	111,200.25
Expense Total:		6,233,941.00	6,233,941.00	654,621.13	3,716,213.91	3,720,396.34	2,513,544.66
Fund: 001 - GENERAL FUND Surplus (Deficit):		-832,071.00	-832,071.00	-462,399.37	423,785.35	419,602.92	-1,251,673.92

Budget vs Actuals

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 101 - DISCRETIONARY SALES SURTAX							
Revenue							
Department: 00 - UNDESIGNATED							
101-00-312600	DISCRETIONARY SALES SURTAXES	400,000.00	400,000.00	46,726.41	450,922.07	450,922.07	-50,922.07
101-00-361100	INTEREST INCOME	0.00	0.00	7,698.06	65,744.17	65,744.17	-65,744.17
Department: 00 - UNDESIGNATED Total:		400,000.00	400,000.00	54,424.47	516,666.24	516,666.24	-116,666.24
Revenue Total:		400,000.00	400,000.00	54,424.47	516,666.24	516,666.24	-116,666.24

Budget vs Actuals

For Fiscal: 2022-2023 Period Ending: 09/30/2023

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 58100 - INTERFUND TRANSFER						
Department: 99 - NON DEPARTMENTAL						
101-99-58100-9001 INTERFUND TRANSFER	606,528.00	606,528.00	0.00	0.00	0.00	606,528.00
Department: 99 - NON DEPARTMENTAL Total:	606,528.00	606,528.00	0.00	0.00	0.00	606,528.00
Activity: 58100 - INTERFUND TRANSFER Total:	606,528.00	606,528.00	0.00	0.00	0.00	606,528.00
Expense Total:	606,528.00	606,528.00	0.00	0.00	0.00	606,528.00
Fund: 101 - DISCRETIONARY SALES SURTAX Surplus (Deficit):	-206,528.00	-206,528.00	54,424.47	516,666.24	516,666.24	-723,194.24

Budget vs Actuals

For Fiscal: 2022-2023 Period Ending: 09/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 410 - WATER/SEWER FUND							
Revenue							
Department: 00 - UNDESIGNATED							
410-00-343310	WATER UTIL REVENUE-OPER INCOME	1,200,000.00	1,200,000.00	99,775.52	1,202,573.93	1,202,573.93	-2,573.93
410-00-343320	WATER UTIL - PENALTIES	15,000.00	15,000.00	2,223.12	27,147.23	27,147.23	-12,147.23
410-00-343340	BACKFLOW PREVENTER INSPECTION F...	6,700.00	6,700.00	0.00	7,650.00	7,650.00	-950.00
410-00-343351	TURN-ON & CUT-OFF FEES	12,000.00	12,000.00	600.00	6,720.00	6,720.00	5,280.00
410-00-343510	SEWER UTIL REV - OPER INCOME	1,700,000.00	1,700,000.00	141,951.50	1,704,782.39	1,704,782.39	-4,782.39
410-00-343520	SEWER UTILITY PENALTIES	15,000.00	15,000.00	1,650.57	18,243.12	18,243.12	-3,243.12
410-00-343550	SEWER UTIL REVENUE-TAP FEES	0.00	0.00	0.00	2,500.00	2,500.00	-2,500.00
410-00-343611	IMPACT FEES WATER	0.00	0.00	0.00	400.00	400.00	-400.00
410-00-343612	IMPACT FEES SEWER	0.00	0.00	0.00	400.00	400.00	-400.00
410-00-359000	OTHER REVENUE & RETURN CHECKS	200.00	200.00	60.00	4,162.31	4,162.31	-3,962.31
410-00-361000	INTEREST AND OTHER EARNINGS	10,000.00	10,000.00	18,404.15	181,476.70	181,476.70	-171,476.70
410-00-369300	SETTLEMENTS (INSURANCE ACCIDENT...	0.00	0.00	0.00	116,906.80	116,906.80	-116,906.80
410-00-369600	LEASE/RENTAL ELEVATED TANK REV	184,597.00	184,597.00	15,922.75	189,115.78	189,115.78	-4,518.78
410-00-369900	MISCELLANEOUS REVENUE - OTHER	0.00	0.00	-25.91	873.35	873.35	-873.35
410-00-384000	REVENUE FROM OTHER SOURCES	1,870,322.00	1,870,322.00	0.00	0.00	0.00	1,870,322.00
410-00-384100	CDBG ADMINISTRATION	700,000.00	700,000.00	0.00	0.00	0.00	700,000.00
410-00-389200	GRANTS - FEDERAL	610,393.00	610,393.00	0.00	0.00	0.00	610,393.00
410-00-389300	GRANTS AND DONATIONS - STATE	1,000,000.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00
Department: 00 - UNDESIGNATED Total:		7,324,212.00	7,324,212.00	280,561.70	3,462,951.61	3,462,951.61	3,861,260.39
Revenue Total:		7,324,212.00	7,324,212.00	280,561.70	3,462,951.61	3,462,951.61	3,861,260.39

Budget vs Actuals

For Fiscal: 2022-2023 Period Ending: 09/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense							
Activity: 51700 - DEBT SERVICE PAYMENT							
Department: 99 - NON DEPARTMENTAL							
410-99-51700-7220	SRF LOAN INTEREST	0.00	0.00	1,665.36	3,397.74	3,397.74	-3,397.74
Department: 99 - NON DEPARTMENTAL Total:		0.00	0.00	1,665.36	3,397.74	3,397.74	-3,397.74
Activity: 51700 - DEBT SERVICE PAYMENT Total:		0.00	0.00	1,665.36	3,397.74	3,397.74	-3,397.74
Activity: 53300 - WATER							
Department: 50 - PUBLIC WORKS							
410-50-53300-1210	SALARIES	93,889.00	93,889.00	10,199.72	93,859.13	93,859.13	29.87
410-50-53300-2110	SOCIAL SECURITY TAXES	5,821.00	5,821.00	608.68	5,627.88	5,627.88	193.12
410-50-53300-2210	RETIREMENT	13,144.00	13,144.00	906.17	8,287.66	8,287.66	4,856.34
410-50-53300-2310	EMPLOYEE INSURANCE	17,900.00	17,900.00	0.00	17,355.04	17,355.04	544.96
410-50-53300-2410	WORKER'S COMPENSATION	140.00	140.00	0.00	57.48	57.48	82.52
410-50-53300-3000	MEDICARE INSURANCE	1,361.00	1,361.00	142.37	1,316.30	1,316.30	44.70
410-50-53300-3100	PROFESSIONAL SERVICES	115,390.00	115,390.00	14,436.41	19,268.91	19,268.91	96,121.09
410-50-53300-3150	ENGINEERING, CONSULTING SERVICES	25,000.00	25,000.00	0.00	5,994.00	5,994.00	19,006.00
410-50-53300-3210	ACCOUNTING AND AUDITING	11,115.00	11,115.00	0.00	9,647.50	9,647.50	1,467.50
410-50-53300-3405	CONTRACT FOR SERVICES	831,423.00	831,423.00	67,642.77	811,718.24	811,718.24	19,704.76
410-50-53300-4100	POSTAGE & SHIPPING	5,000.00	5,000.00	375.07	3,991.32	3,991.32	1,008.68
410-50-53300-4110	TELEPHONE & INTERNET	4,780.00	4,780.00	207.54	4,253.57	4,253.57	526.43
410-50-53300-4310	ELECTRICITY	0.00	0.00	5,925.21	5,925.21	5,925.21	-5,925.21
410-50-53300-4320	Water	60,000.00	60,000.00	1,783.63	82,828.28	82,828.28	-22,828.28
410-50-53300-4521	PROPERTY INSURANCE	23,550.00	23,550.00	0.00	23,231.00	23,231.00	319.00
410-50-53300-4613	GROUNDS MAINTENANCE	10,000.00	10,000.00	0.00	960.00	960.00	9,040.00
410-50-53300-4617	WATER SYSTEMS MAINTENANCE	25,000.00	25,000.00	0.00	51,417.50	51,417.50	-26,417.50
410-50-53300-4644	ELEVATED TANKS MAINTENANCE CO...	57,000.00	57,000.00	0.00	30,076.00	30,076.00	26,924.00
410-50-53300-4650	COMPUTER OPERATIONS AND MAINT...	21,820.00	21,820.00	956.50	16,882.33	16,882.33	4,937.67
410-50-53300-4710	PRINTING & BINDING	2,000.00	2,000.00	110.53	2,281.92	2,281.92	-281.92
410-50-53300-4906	OTHER CHARGES	19,500.00	19,500.00	92.85	607.81	607.81	18,892.19
410-50-53300-4915	CREDIT CARD PROCESSING FEES	0.00	0.00	2,300.43	12,536.30	12,536.30	-12,536.30
410-50-53300-4990	BAD DEBT EXPENSE	0.00	0.00	0.00	43.96	43.96	-43.96
410-50-53300-5270	MACHINERY & EQUIPMENT	51,500.00	51,500.00	17,882.40	46,764.21	46,764.21	4,735.79
410-50-53300-5290	OPERATING SUPPLIES	0.00	0.00	0.00	690.05	690.05	-690.05
410-50-53300-5410	BOOKS, PUBS, SUBS & MEMBS	500.00	500.00	0.00	865.80	865.80	-365.80
410-50-53300-6310	INFRASTRUCTURE	3,498,892.00	3,498,892.00	648,921.62	1,713,072.25	1,713,072.25	1,785,819.75
410-50-53300-6400	COMPUTER SOFTWARE & EQUIPMENT	2,500.00	2,500.00	0.00	2,567.61	2,567.61	-67.61
410-50-53300-6410	MACHINERY & EQUIPMENT	123,500.00	123,500.00	2,737.17	13,114.00	13,114.00	110,386.00
Department: 50 - PUBLIC WORKS Total:		5,020,725.00	5,020,725.00	775,229.07	2,985,241.26	2,985,241.26	2,035,483.74
Activity: 53300 - WATER Total:		5,020,725.00	5,020,725.00	775,229.07	2,985,241.26	2,985,241.26	2,035,483.74
Activity: 53500 - SEWER							
Department: 50 - PUBLIC WORKS							
410-50-53500-1210	SALARIES	93,889.00	93,889.00	10,199.67	93,858.64	93,858.64	30.36
410-50-53500-2110	SOCIAL SECURITY TAXES	5,821.00	5,821.00	608.59	5,626.77	5,626.77	194.23
410-50-53500-2210	RETIREMENT	13,144.00	13,144.00	906.08	8,286.71	8,286.71	4,857.29
410-50-53500-2310	EMPLOYEE INSURANCE	17,900.00	17,900.00	0.00	17,355.04	17,355.04	544.96
410-50-53500-2410	WORKER'S COMPENSATION	140.00	140.00	0.00	57.48	57.48	82.52
410-50-53500-3000	MEDICARE INSURANCE	1,361.00	1,361.00	142.28	1,315.56	1,315.56	45.44
410-50-53500-3100	PROFESSIONAL SERVICES	75,610.00	75,610.00	2,169.16	30,056.30	30,056.30	45,553.70
410-50-53500-3150	ENGINEERING, CONSULT. SERVICES & ...	25,000.00	25,000.00	0.00	135.70	135.70	24,864.30
410-50-53500-3210	ACCOUNTING AND AUDITING	11,115.00	11,115.00	0.00	9,647.50	9,647.50	1,467.50
410-50-53500-3405	CONTRACT FOR SERVICES	831,423.00	831,423.00	67,642.77	811,708.24	811,708.24	19,714.76
410-50-53500-4100	POSTAGE & SHIPPING	5,000.00	5,000.00	375.07	3,795.41	3,795.41	1,204.59
410-50-53500-4110	TELEPHONE & INTERNET	4,780.00	4,780.00	207.55	4,478.59	4,478.59	301.41
410-50-53500-4320	WATER	35,000.00	35,000.00	2,376.02	24,465.32	24,465.32	10,534.68
410-50-53500-4400	SPRAYFIELD RENTAL	13,000.00	13,000.00	0.00	13,390.00	13,390.00	-390.00
410-50-53500-4521	PROPERTY INSURANCE	26,400.00	26,400.00	0.00	26,141.00	26,141.00	259.00
410-50-53500-4611	BUILDING R & M	2,000.00	2,000.00	0.00	3,323.98	3,323.98	-1,323.98
410-50-53500-4613	GROUNDS MAINTENANCE	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00

Budget vs Actuals
For Fiscal: 2022-2023 Period Ending: 09/30/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
410-50-53500-4618	SEWER SYSTEMS MAINTENANCE	25,000.00	25,000.00	9,546.02	120,689.26	126,876.78	-101,876.78
410-50-53500-4650	COMPUTER OPERATIONS AND MAINT...	21,820.00	21,820.00	956.50	16,882.34	16,882.34	4,937.66
410-50-53500-4710	PRINTING & BINDING	2,000.00	2,000.00	110.53	1,682.05	1,682.05	317.95
410-50-53500-4906	OTHER CHARGES	19,500.00	19,500.00	92.85	1,823.02	1,823.02	17,676.98
410-50-53500-4915	CREDIT CARD PROCESSING FEES	0.00	0.00	2,300.46	12,691.51	12,691.51	-12,691.51
410-50-53500-4990	Bad Debt Expense Sewer	0.00	0.00	0.00	43.97	43.97	-43.97
410-50-53500-5270	MACHINERY & EQUIPMENT	0.00	0.00	0.00	223.61	223.61	-223.61
410-50-53500-5290	OPERATING SUPPLIES	0.00	0.00	0.00	469.69	469.69	-469.69
410-50-53500-5410	BOOKS, PUBS, SUBS & MEMBS	500.00	500.00	0.00	865.80	865.80	-365.80
410-50-53500-6310	INFRASTRUCTURE	299,314.00	299,314.00	46,578.60	116,066.76	116,066.76	183,247.24
410-50-53500-6400	COMPUTER SOFTWARE & EQUIPMENT	2,500.00	2,500.00	17,857.82	20,425.46	20,425.46	-17,925.46
410-50-53500-6410	MACHINERY & EQUIPMENT	87,500.00	87,500.00	37,404.80	94,627.80	94,627.80	-7,127.80
Department: 50 - PUBLIC WORKS Total:		1,644,717.00	1,644,717.00	199,474.77	1,440,133.51	1,446,321.03	198,395.97
Activity: 53500 - SEWER Total:		1,644,717.00	1,644,717.00	199,474.77	1,440,133.51	1,446,321.03	198,395.97
Activity: 58100 - INTERFUND TRANSFER							
Department: 99 - NON DEPARTMENTAL							
410-99-58100-7120	SRF - LOAN PRINCIPAL	16,500.00	16,500.00	0.00	0.00	0.00	16,500.00
410-99-58100-7220	SRF LOAN INTEREST	2,800.00	2,800.00	0.00	0.00	0.00	2,800.00
Department: 99 - NON DEPARTMENTAL Total:		19,300.00	19,300.00	0.00	0.00	0.00	19,300.00
Activity: 58100 - INTERFUND TRANSFER Total:		19,300.00	19,300.00	0.00	0.00	0.00	19,300.00
Expense Total:		6,684,742.00	6,684,742.00	976,369.20	4,428,772.51	4,434,960.03	2,249,781.97
Fund: 410 - WATER/SEWER FUND Surplus (Deficit):		639,470.00	639,470.00	-695,807.50	-965,820.90	-972,008.42	1,611,478.42
Report Surplus (Deficit):		-399,129.00	-399,129.00	-1,103,782.40	-25,369.31	-35,739.26	

Budget vs Actuals

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Group Summary

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 001 - GENERAL FUND						
Revenue						
00 - UNDESIGNATED	5,401,870.00	5,401,870.00	192,221.76	4,139,999.26	4,139,999.26	1,261,870.74
Revenue Total:	5,401,870.00	5,401,870.00	192,221.76	4,139,999.26	4,139,999.26	1,261,870.74

Budget vs Actuals

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 51100 - LEGISLATIVE						
11 - MAYOR AND CITY COUNCIL	63,035.00	63,035.00	8,049.22	48,746.54	49,021.54	14,013.46
Activity: 51100 - LEGISLATIVE Total:	63,035.00	63,035.00	8,049.22	48,746.54	49,021.54	14,013.46
Activity: 51200 - EXECUTIVE						
12 - CITY MANAGER	143,396.00	143,396.00	9,434.15	97,117.63	97,117.63	46,278.37
Activity: 51200 - EXECUTIVE Total:	143,396.00	143,396.00	9,434.15	97,117.63	97,117.63	46,278.37
Activity: 51300 - FINANCE						
13 - ADMINISTRATIVE SERVICES	106,500.00	106,500.00	7,060.54	97,674.64	97,674.64	8,825.36
Activity: 51300 - FINANCE Total:	106,500.00	106,500.00	7,060.54	97,674.64	97,674.64	8,825.36
Activity: 51310 - HUMAN RESOURCES						
13 - ADMINISTRATIVE SERVICES	77,761.00	77,761.00	2,414.25	40,710.79	40,710.79	37,050.21
Activity: 51310 - HUMAN RESOURCES Total:	77,761.00	77,761.00	2,414.25	40,710.79	40,710.79	37,050.21
Activity: 51400 - LEGAL						
14 - CITY ATTORNEY	0.00	80,000.00	21,352.50	41,426.10	41,426.10	38,573.90
Activity: 51400 - LEGAL Total:	0.00	80,000.00	21,352.50	41,426.10	41,426.10	38,573.90
Activity: 51500 - PLANNING AND ZONING						
30 - COMMUNITY DEVELOPMENT	207,404.00	207,404.00	8,298.39	135,058.89	135,058.89	72,345.11
Activity: 51500 - PLANNING AND ZONING Total:	207,404.00	207,404.00	8,298.39	135,058.89	135,058.89	72,345.11
Activity: 51600 - NON-COURT INFORMATION SYSTEMS						
16 - CITY CLERK	125,681.00	125,681.00	10,737.41	96,580.33	97,978.90	27,702.10
Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:	125,681.00	125,681.00	10,737.41	96,580.33	97,978.90	27,702.10
Activity: 51610 - INFORMATION TECHNOLOGY						
13 - ADMINISTRATIVE SERVICES	160,345.00	160,345.00	4,630.53	150,040.00	150,656.45	9,688.55
Activity: 51610 - INFORMATION TECHNOLOGY Total:	160,345.00	160,345.00	4,630.53	150,040.00	150,656.45	9,688.55
Activity: 51900 - GENERAL GOVERNMENT						
99 - NON DEPARTMENTAL	45,424.00	45,424.00	180.83	46,077.04	46,091.73	-667.73
Activity: 51900 - GENERAL GOVERNMENT Total:	45,424.00	45,424.00	180.83	46,077.04	46,091.73	-667.73
Activity: 51910 - FACILITIES						
50 - PUBLIC WORKS	383,015.00	383,015.00	11,595.83	122,414.16	122,414.16	260,600.84
Activity: 51910 - FACILITIES Total:	383,015.00	383,015.00	11,595.83	122,414.16	122,414.16	260,600.84
Activity: 52100 - LAW ENFORCEMENT						
20 - PUBLIC SAFETY	252,025.00	252,025.00	21,002.08	252,024.96	252,024.96	0.04
Activity: 52100 - LAW ENFORCEMENT Total:	252,025.00	252,025.00	21,002.08	252,024.96	252,024.96	0.04
Activity: 52200 - FIRE						
20 - PUBLIC SAFETY	1,079,498.00	1,079,498.00	269,874.42	1,079,679.44	1,079,679.44	-181.44
Activity: 52200 - FIRE Total:	1,079,498.00	1,079,498.00	269,874.42	1,079,679.44	1,079,679.44	-181.44
Activity: 52400 - CODE COMPLIANCE						
30 - COMMUNITY DEVELOPMENT	65,783.00	65,783.00	5,762.53	52,887.56	52,887.56	12,895.44
Activity: 52400 - CODE COMPLIANCE Total:	65,783.00	65,783.00	5,762.53	52,887.56	52,887.56	12,895.44
Activity: 52410 - BUILDING						
30 - COMMUNITY DEVELOPMENT	138,500.00	138,500.00	2,978.32	33,773.28	33,773.28	104,726.72
Activity: 52410 - BUILDING Total:	138,500.00	138,500.00	2,978.32	33,773.28	33,773.28	104,726.72
Activity: 53800 - STORMWATER						
50 - PUBLIC WORKS	631,339.00	631,339.00	61,587.74	166,607.00	166,607.00	464,732.00
Activity: 53800 - STORMWATER Total:	631,339.00	631,339.00	61,587.74	166,607.00	166,607.00	464,732.00
Activity: 54100 - STREETS						
14 - CITY ATTORNEY	80,000.00	0.00	0.00	0.00	0.00	0.00
41 - MAINTENANCE DEPARTMENT	0.00	0.00	0.00	37.98	37.98	-37.98
50 - PUBLIC WORKS	1,593,527.00	1,593,527.00	141,216.95	321,050.31	322,928.03	1,270,598.97
Activity: 54100 - STREETS Total:	1,673,527.00	1,593,527.00	141,216.95	321,088.29	322,966.01	1,270,560.99
Activity: 56200 - ANIMAL CONTROL						
30 - COMMUNITY DEVELOPMENT	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
Activity: 56200 - ANIMAL CONTROL Total:	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00

Budget vs Actuals

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Activity: 57100 - LIBRARY						
71 - LIBRARY	421,134.00	421,134.00	39,905.73	390,933.51	390,933.51	30,200.49
Activity: 57100 - LIBRARY Total:	421,134.00	421,134.00	39,905.73	390,933.51	390,933.51	30,200.49
Activity: 57200 - PARKS						
50 - PUBLIC WORKS	654,574.00	654,574.00	28,539.71	543,373.75	543,373.75	111,200.25
Activity: 57200 - PARKS Total:	654,574.00	654,574.00	28,539.71	543,373.75	543,373.75	111,200.25
Expense Total:	6,233,941.00	6,233,941.00	654,621.13	3,716,213.91	3,720,396.34	2,513,544.66
Fund: 001 - GENERAL FUND Surplus (Deficit):	-832,071.00	-832,071.00	-462,399.37	423,785.35	419,602.92	-1,251,673.92

Budget vs Actuals

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 101 - DISCRETIONARY SALES SURTAX						
Revenue						
00 - UNDESIGNATED	400,000.00	400,000.00	54,424.47	516,666.24	516,666.24	-116,666.24
Revenue Total:	400,000.00	400,000.00	54,424.47	516,666.24	516,666.24	-116,666.24

Budget vs Actuals

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 58100 - INTERFUND TRANSFER						
99 - NON DEPARTMENTAL	606,528.00	606,528.00	0.00	0.00	0.00	606,528.00
Activity: 58100 - INTERFUND TRANSFER Total:	606,528.00	606,528.00	0.00	0.00	0.00	606,528.00
Expense Total:	606,528.00	606,528.00	0.00	0.00	0.00	606,528.00
Fund: 101 - DISCRETIONARY SALES SURTAX Surplus (Deficit):	-206,528.00	-206,528.00	54,424.47	516,666.24	516,666.24	-723,194.24

Budget vs Actuals**For Fiscal: 2022-2023 Period Ending: 09/30/2023**

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 410 - WATER/SEWER FUND						
Revenue						
00 - UNDESIGNATED	7,324,212.00	7,324,212.00	280,561.70	3,462,951.61	3,462,951.61	3,861,260.39
Revenue Total:	7,324,212.00	7,324,212.00	280,561.70	3,462,951.61	3,462,951.61	3,861,260.39

Budget vs Actuals

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 51700 - DEBT SERVICE PAYMENT						
99 - NON DEPARTMENTAL	0.00	0.00	1,665.36	3,397.74	3,397.74	-3,397.74
Activity: 51700 - DEBT SERVICE PAYMENT Total:	0.00	0.00	1,665.36	3,397.74	3,397.74	-3,397.74
Activity: 53300 - WATER						
50 - PUBLIC WORKS	5,020,725.00	5,020,725.00	775,229.07	2,985,241.26	2,985,241.26	2,035,483.74
Activity: 53300 - WATER Total:	5,020,725.00	5,020,725.00	775,229.07	2,985,241.26	2,985,241.26	2,035,483.74
Activity: 53500 - SEWER						
50 - PUBLIC WORKS	1,644,717.00	1,644,717.00	199,474.77	1,440,133.51	1,446,321.03	198,395.97
Activity: 53500 - SEWER Total:	1,644,717.00	1,644,717.00	199,474.77	1,440,133.51	1,446,321.03	198,395.97
Activity: 58100 - INTERFUND TRANSFER						
99 - NON DEPARTMENTAL	19,300.00	19,300.00	0.00	0.00	0.00	19,300.00
Activity: 58100 - INTERFUND TRANSFER Total:	19,300.00	19,300.00	0.00	0.00	0.00	19,300.00
Expense Total:	6,684,742.00	6,684,742.00	976,369.20	4,428,772.51	4,434,960.03	2,249,781.97
Fund: 410 - WATER/SEWER FUND Surplus (Deficit):	639,470.00	639,470.00	-695,807.50	-965,820.90	-972,008.42	1,611,478.42
Total Surplus (Deficit):	-399,129.00	-399,129.00	-1,103,782.40	-25,369.31	-35,739.26	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001 - GENERAL FUND	-832,071.00	-832,071.00	-462,399.37	423,785.35	419,602.92	-1,251,673.92
101 - DISCRETIONARY SALES ...	-206,528.00	-206,528.00	54,424.47	516,666.24	516,666.24	-723,194.24
410 - WATER/SEWER FUND	639,470.00	639,470.00	-695,807.50	-965,820.90	-972,008.42	1,611,478.42
Total Surplus (Deficit):	-399,129.00	-399,129.00	-1,103,782.40	-25,369.31	-35,739.26	



**City of Mary Esther
Cash and Investment Balances
as of September 30, 2023**

BMS Account	GENERAL FUND BANK	Summary of Investments 9/30/2023		Fund	INTEREST RATE	Purpose of Acct.
101251	FNBT BANK	\$127,680.00		410	0.00%	Cust. Utility Deposits Acct.
104300	GEN FUND FLORIDA PRIME	\$2,224,496.42		1	5.59%	GF Savings/Investment
104400	W/S FUND FLORIDA PRIME	\$322,079.53		410	5.59%	W/S Savings/Investment
101001	FNBT BANK	\$9,655,402.74		1 & 410	3.30%	Operating Acct.
101001	FNBT BANK	\$0.00		410	0.00%	Credit Card Payments Account
101210	FNBT BANK	\$0.00		1	0.00%	Payroll Account
101001	FNBT BANK	\$3,474.13		1	0.00%	HRA Account
101001	FNBT BANK	\$1,563,573.67		1 & 410	3.30%	Money Market Account
104301	FLCLASS	\$500,837.62		1	5.47%	GF Investment
104302	AMERIS BANK	\$6,537.80		1	0.00%	GF Investment
		\$14,404,081.91				

FY22-23 ESTIMATED BEGINNING GENERAL FUND UNRESTRICTED CASH	\$4,335,028
FY2023 Budget deficit	(\$832,070)

ESTIMATED GENERAL FUND TOTAL UNRESTRICTED CASH	\$3,502,958
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FY22-23 ESTIMATED BEGINNING W/S FUND UNRESTRICTED CASH	\$3,510,059
FY2023 Budget surplus	\$639,469

ESTIMATED W/S FUND TOTAL UNRESTRICTED CASH	\$4,149,528
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FY 22-23 BEGINNING DISCRETIONARY SALES SURTAX REVENUE FUND	\$1,398,730
Current revenue for FY22-23	\$516,666

DISCRETIONARY SALES SURTAX FUND BALANCE	\$1,915,396
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GRAND TOTAL ALL FUNDS:	\$9,567,882
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RESTRICTED REVENUES:

IMPACT FEE REVENUE AVAILABLE FOR RELATED EXPENSES	
Fire Protection	\$64,366
Law Enforcement	\$61,637
Stormwater	\$40,165
Transportation	\$66,000

Parks & Recreation	\$36,600
Water & Sewer	\$7,700
TOTAL	\$276,468

OTHER RESTRICTED REVENUE	
Committed to natural disaster relief	\$1,246,788
TOTAL	\$1,246,788

TOTAL RESTRICTED REVENUES	\$1,523,256
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AGENDA ITEM

Agenda Item 7.3.

TO: Honorable Mayor and Members of the City Council

FROM:

DATE: November 6, 2023

SUBJECT: Maintenance Report

BACKGROUND:

DISCUSSION:

FINANCIAL IMPACT:

RECOMMENDATION:

ATTACHMENT(S):

1. Maintenance Report - October

Maintenance Review November 2023

The Maintenance Department continues its ground maintenance to area parks and right of ways and storm water ditches.

Policing continues in city parks as well as on city rights of ways.

Roadway animal pickups is at 1 for the month.

Safety Hasps (Bear Deterrents) installed on Waste Management cans this period 0 ea.

Rain falls for the Month of October in the area ditches, 1.0 inches as of the 31st of October.

The department has been working the grounds in all the parks, the crews are also doing trimming in selected areas of low hangers and impeding bushes and shrubs along right of ways.

In preparation of city events, the department has been doing groundwork at the corner of Hollywood Blvd. and Dolittle Blvd for special events, filling low spots, and removing trees.

The Department is also preparing for the upcoming event Veterans Day Parade and the installation and lighting of the City Christmas tree in the newly established area next to the library. The power for the lighting is now complete.

Maintenance is currently working sedimentation removal in area ditches, part of Storm Water Maintenance.

The Department has done an evaluation of area Parks for improving aesthetics, which includes supplies, materials, and costs in preserving Playground equipment, Shelters, Benches, structures.

Misty Water Boat dock is partially open due to damage, use of the facility is limited currently.

Currently working on the grant/SRF loan program for the Lead Inventory program.

Working on Diamond Maps and developing maps to inventory roads, parks, and other assets.

Completed street sweeping waste disposal study and found a solution to save time and money using local transfer station.

Working on turf management plan.

Working on Oak Tree Park Restoration plan.

The Department continues to make Mary Esther a great place to live and thanks you for your continuing support.

Shawn Lindsey, Director of Public Works/ Brian McMahan, Maintenance Supervisor

AGENDA ITEM

Agenda Item 7.4.

TO: Honorable Mayor and Members of the City Council

FROM:

DATE: November 6, 2023

SUBJECT: Library Report

BACKGROUND:

DISCUSSION:

FINANCIAL IMPACT:

RECOMMENDATION:

ATTACHMENT(S):

1. Mary Esther Public Library Report for Council 11-6-2023

Mary Esther Public Library -- Report for Council

November 6, 2023

Circulation

	Circulation	Digital Circulation	Library Visits	Registered Users	Internet Use	Wireless Access
Dec-21	2691	867	1562	2460	203	66
Jan-22	3344	895	2198	2460	250	80
Feb-22	3673	740	1859	2405	244	100
Mar-22	3400	887	2519	2405	311	78
Apr-22	2924	797	2107	2405	290	84
May-22	3177	844	2336	2637	240	134
Jun-22	3677	945	2434	2258	268	83
Jul-22	4057	850	3179	2233	235	116
Aug-22	4137	1011	2735	2275	255	112
Sep-22	3915	887	2565	2288	244	91
Dec-22	3283	747	2280	2350	226	70
Jan-23	4218	852	2444	2300	256	101
Mar-23	3923	860	2723	2331	304	87
Apr-23	3483	866	2615	2366	270	56
May-23	3469	844	2663	2364	287	74
Jun-23	3925	895	2973	2379	241	81
Jul-23	4162	930	3236	2358	280	86
Aug-23	4133	998	2754	2377	282	72
Sep-23	3779	1023	2831	2393	277	62

Library Special Events

The Library hosted a full class of 20 for the **AARP Driver Safety Class** on October 13. Due to high demand, we will have the next one in January. Author Ida Kreiser was also at the library the same day, for a signing and discussion of her book, ***"In Search of Justice"***. These events highlighted October as **National Pedestrian Safety Month**.

The Library's third annual **'Trunk or Treat'**, was October 21. There were over **500 attendees** this year. The event featured volunteers' decorated trunks, a candy giveaway, Stilt Walker, hayride and fall crafts. This was a huge success, and special thanks go out to our Friends of the Library for their generous donations, the volunteers, Jacobs, the Fire Department and our Maintenance crew.



Other fun October events included **'Ladies Lego Night'** on October 4; **'Learning Fun with Ozobots'** on October 9; **'Halloween Lego Challenge'** on October 19; and a special movie presentation of **'Hocus Pocus'** on October 28.

Special November events include the **Career Online High School (COHS) Graduation** at the Niceville Community Center on Saturday, November 4. This scholarship program is administered by the OCPLC.

The Library will be hosting the second **'Night Walk with Nonie'** through Oak Tree Nature Park on November 17.

Library programs and classes

The Library hosts a monthly **Puzzle Exchange and Social Hour** for those who want to share puzzles, helpful hints, or pictures of their creations. This group meets the second Tuesday at 2:00.

'LoveCraft?' adult crafting class is held the third Wednesday at 4:00. **'All We Need is Hue'** adult coloring class is the second Monday at 10:30. **'All About Books'** book discussion group meets the third Wednesday at 10:30. **'It's a Mystery'** book club meets the first Monday at 10:30.

'Knowledge Ninjas', a discussion group for 5-10 year olds is held the third Thursday. The goal is to help young people comprehend reading material, share what they learned with a small group, listen to others, and begin public speaking.

Baby Lapsit Storytime for ages 0-2 is held three Wednesday mornings per month. **Pre-K Storytime** for ages 3-6 is on Thursday mornings. The **'Lego Club'** meets the third Saturday morning of each month.

Youth Services goes to **Youth Village** on Friday mornings to do **Storytime outreach** during the school year.

Saturday Monthly Movie Matinees are one Saturday afternoon per month, TBA.

Monthly **STEAM** classes for ages 9-14 are the first Saturday of the month.

'Roll With It' D & D group for teens and young adults meets the second Saturday of the month.

Staff Training

The Library Director will attend the **PLAN Annual Meeting** in Niceville on November 3.

The Library Director will attend the annual **Florida Public Library Directors' Conference** December 5-7 in Tallahassee. She has applied for a PLAN scholarship to attend this training.

OCPLC Governing Board

The last meeting of the year for the Governing Board was Wednesday, **October 25, 2023**. Meetings will resume in January. Cmbr. Bernie Oder is Mary Esther's Governing Board Representative; Cmbr. Susan Coxwell serves as the alternate.

AGENDA ITEM

Agenda Item 7.5.

TO: Honorable Mayor and Members of the City Council

FROM:

DATE: November 6, 2023

SUBJECT: Fire Department

BACKGROUND:

DISCUSSION:

FINANCIAL IMPACT:

RECOMMENDATION:

ATTACHMENT(S):

1. OCW Fire Control District - October 2023



Ocean City-Wright Fire Control District

October 20, 2023

TO: City of Mary Esther, Council Members
RE: Monthly Report, Fire Department, September 21, 2023 – October 20, 2023

Mayor & Council Members,

Once again, it is our pleasure to serve as the fire department for the City of Mary Esther.

I will start this report by acknowledging a few life-saving awards. Captain/Paramedic Tomas Garcia, Engineer Tyler Kline, and Firefighter Brenden Robertson will receive a life-saving award at our annual Christmas Party. On September 13, 2023, at the Mary Esther Target, a man went into witnessed cardiac arrest. The crew of Engine 11, with an at the moment unknown off-duty firefighter, assisted with the successful resuscitation of this individual, with Captain/Paramedic Garcia administering life-saving cardiac medications found on all of our Advanced Life Support (ALS) apparatus. The value of fire service is often compared to the number of emergency incidents the crews respond to and take action and the costs associated with these actions. This incident proves the importance of ALS fire service equipment and personnel. We are proud to be a part of and serve the community, and such actions make us all proud at the Fire District.

The Inspections & Prevention Department is currently up to date with all needed and required inspections, which are becoming the norm. Inspections reported twelve annual inspections, two pre-opening inspections, one special event inspection, zero food truck inspections, and six-monthly re-inspections. October is our Fire Prevention Month within the Fire District and the City of Mary Esther. We utilize the entire month rather than one week due to the volume of children our program reaches. We will have an accurate count of the children who received training in next month's report.

The Fire District answered 506 calls for assistance during the past month. Station 11, the City of Mary Esther Fire Station, answered 75 calls for service. The Ocean City – Wright Fire Control District has responded to 5,216 incidents in 2023.

Very Respectfully,

A handwritten signature in blue ink, appearing to read "W. Mark Bundrick".

W. Mark Bundrick / Fire Chief

Station 11 Call Volume - Monthly from October 2022 - October 20, 2023



Ocean City-Wright Fire Control District

STATION COUNT

OCW Station 1: 231

OCW Station 2: 101

OCW Station 3: 99

OCW Station 11: 75

TOTAL: 506

AGENDA ITEM

Agenda Item 7.6.

TO: Honorable Mayor and Members of the City Council

FROM:

DATE: November 6, 2023

SUBJECT: Code Compliance Report

BACKGROUND:

DISCUSSION:

FINANCIAL IMPACT:

RECOMMENDATION:

ATTACHMENT(S):

1. Code Compliance Report - October 2023
2. FDEM Compliance Letter
3. LMS Working Group Membership
4. Project List
5. FDEM Annual Compliance Form
6. 6-29-2022 LMS Meeting Email

COMMUNITY DEVELOPMENT DEPARTMENT
Monthly Activity Report

Reporting Period
September 24, 2023 – October 30, 2023

Code Enforcement

Activities			
Citations	0	Complaints	7
Stop Work Order	1	Inspection	7
Agency Assist	1	Consultations	7
Verbal Warning	6	Advisements On Codes to Citizens	6
Notice of violations	13	Courtesy Notice	6

Permitting

Permit Type	
Accessory structure	2
Fence	1
Special Event Permit	1
Demolition of a Commercial Building	1
Commercial Signage	2
Driveway	1
Inspections	5
Right of way permit	3
Commercial signage	1

* CRS or Community Rating System audit has been completed. I have received confirmation via email, it reads as follows:

Dear CRS Coordinator: Congratulations! I have reviewed your submittal and found everything to be in order. This concludes your annual CRS recertification. Thank you for sending revised documents for the Activity 320 Log, Activity 360 Publicity, Activity 502 Repetitive Loss Letter, and the Activity 510 Annual Progress Report. We appreciate you working with us to make sure your 2023 Recertification is complete. With this audit completed some of the information was completed with the help of Okaloosa County. Pertinent parts of the packet information will need to be placed in my monthly report as a way of distribution of information and is required to be shared with City Council and submitted with the department's monthly report.

*The DOT permit for the Veterans Day parade has been obtained.



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

January 12, 2023

Micheal Schwartz, EM Chief
Okaloosa County Emergency Management
90 College Blvd. East
Niceville, FL 32578

Re: Florida Administrative Code 27P-22 Compliance

Dear Chief Schwartz,

The Florida Division of Emergency Management's Mitigation Planning Unit received your updated 27P-22.004 information for the 2022 calendar year. After reviewing the information received, it has been determined that your update is complete, and your Local Mitigation Strategy complies with F.A.C. 27P-22.004.

If you have any questions regarding this matter, or if our office can be of any further assistance, please contact your LMS Liaison Jantzen Heberle at Jantzen.Heberle@em.myflorida.com or 850-815-4504.

Respectfully,

Laura Dhuwe

Digitally signed by Laura
Dhuwe
Date: 2023.01.16 15:26:56
-05'00'

Laura Dhuwe,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

LD/JH

JURISDICTION	DEPARTMENT	MEMBER	STREET ADDRESS	CITY	STATE	ZIP CODE	E-MAIL ADDRESS	PHONE NUMBER	
Okaloosa County	Growth Management - Director (CHAIRMAN)	Elliot Kampert	402 Brookmeade Drive	Crestview	FL	32539	ekampert@myokaloosa.com	850-689-5080	
Okaloosa County	Growth Management - Planning Coordinator (VICE-CHAIRMAN)	Sherry Reed	402 Brookmeade Drive	Crestview	FL	32539	sreed@myokaloosa.com	850-689-7917	
Okaloosa County	Growth Management - Grants Specialist	Abra McGill	600 Transit Way	Fort Walton Beach	FL	32547	amcgill@myokaloosa.com	850-833-9173	
	Growth Management - Planning Manager	Randall Woodruff	402 Brookmeade Drive	Crestview	FL	32539	rwoodruff@myokaloosa.com	850-689-5080	
	Growth Management - Planner		402 Brookmeade Drive	Crestview	FL	32539		850-689-5080	
Okaloosa County	Public Works - Director	Jason Autrey	1759 S Ferdon Blvd	Crestview	FL	32536	jautrey@myokaloosa.com	850-689-5772	
	Public Works - Engineer	Scott Bitterman	1759 S Ferdon Blvd	Crestview	FL	32536	sbitterman@myokaloosa.com	850-689-5772	
Okaloosa County	Public Safety - Emergency Management Coordinator	Ken Wolfe	6 11th Ave Suite G-1	Shalimar	FL	32579	kwolfe@myokaloosa.com	850-651-7150	
	Water & Sewer - Engineering	John Kanak	1804 Lewis Turner Blvd.	Fort Walton Beach	FL	32547	jkanak@myokaloosa.com	850-651-7171	
Okaloosa County	Water & Sewer - Engineering Manager	Mark Wise	1804 Lewis Turner Blvd.	Fort Walton Beach	FL	32547	mwise@myokaloosa.com	850-651-7171	
City of Crestview	City of Crestview -Planning	Trae Duley	P.O. Drawer 1209	Crestview	FL	32536	traeduley@cityofcrestview.org	850-689-1618	
City of Destin	City of Destin- Public Services Director	Michael Burgess	4200 Indian Bayou Trail	Destin	FL	32541	mburgess@cityofdestin.com	850-837-4242	
City of Fort Walton Beach	City of Fort Walton Beach- Planning Supervisor	Tim Gibson	107 Miracle Strip Pkwy SW	Fort Walton Beach	FL	32548	tgibson@fwb.org		
City of Fort Walton Beach	City of Fort Walton Beach- Growth Management Director	Chris Frasetti	107 Miracle Strip Pkwy SW	Fort Walton Beach	FL	32548	cfrasetti@fwb.org	850-833-9604	
City of Laurel Hill	Town of Laurel Hill- City Clerk	Anita Miller	P.O. Box 158	Laurel Hill	FL	32567	clhclerk@fairpoint.net	850-652-4441	
City of Mary Esther	City of Mary Esther- Code Enforcement	Bobby H	195 Christobal Rd. N	Mary Esther	FL	32569	code@cityofmaryesther.com		
	City of Niceville- City Planner	Ammy Hanson	208 N. Partin Drive	Niceville	FL	32578	ahanson@niceville.org	850-279-6436 x2004	
City of Niceville	City of Niceville- Public Works	Robert Jenkins	208 N. Partin Drive	Niceville	FL	32578	rjenkins@niceville.org	850-729-4008	
City of Valparaiso	City of Valparaiso- City Administrator	Carl Scott	465 Valparaiso Pkwy.	Valparaiso	FL	32580	cityadministrator@valp.org	850-729-5402	
Town of Cinco Bayou	Town of Cinco Bayou- Town Manager/Clerk	Keith Williams	10 Yacht Club Dr.	Cinco Bayou	FL	32548	keith@cincobayou.com	850-833-3405	850-259-7072
Town of Shalimar	Town of Shalimar- Town Manager	Tom Burns	2 Cherokee Rd.	Shalimar	FL	32579	shalimartom@yahoo.com	850-651-5723	
Hurlburt Field	Hurlburt AFB Representative	Glen Lattanze			FL		glenn.lattanze@hurlburt.af.mil		
Eglin Air Force Base	Eglin AFB Representative	Jeff Fanto			FL		jeffrey.fanto@eglin.af.mil	850-822-8054	
Northwest Florida State College	NWFLSC		100 College Blvd. E	Niceville	FL	32578			
Florida Division of Forestry	Senior Forester	Maria Wilson	7050 Hwy 189 N	Baker	FL	32531	wilsonm@doacs.state.fl.us	850-689-7838	
Citizen	Citizen	Morton Peterson					petersonmhjr@cox.net		
	Okaloosa Gas	Tucker Tracy					TuckerTracy@okaloosagas.com	850-428-1286	
	Okaloosa Gas	Robbie Overly					RobbieOverly@okaloosagas.com	850-978-1041	
Okaloosa Gas	Oakloosa Gas	Lars Sullivan					LarsSullivan@okaloosagas.com	850-974-7015	
Red Cross	Red Cross	Kelly Jo Bailey					KellyJo.Bailey@redcross.org	850-432-7601	
	WFLRPC	Traci Goodhart	4081 E. Olive Rd., Suite A	Pensacola	FL	32514	traci.goodhart@wfrpc.org	850-332-7976 x222	
	NWFLWMD								
	Gulf Power Company	B H Johnson					bhjohnso@southernco.com		
	Choctawhatchee Electric Co-op								
	Choctawhatchee Electric Co-op	Chris Eddy					ceddy@chelco.com	800-342-0990	
	Citizen	Jeremy Stewart					jeremystewart@crestviewhomes.com		
	Fort Walton Beach Fire Dept	Dustin Stewart	5 Hollywood Blvd.,	Fort walton Beach	FL	32544	dstewart@fwb.org		

PRIORITY	NAME OF PROJECT	YEAR SUBMITTED	PROJECT DESCRIPTION	HAZARDS MITIGATED	MITIGATION GOALS ACHIEVED	FUNDING SOURCE	MATCH (if Applicable)	JURISDICTION	AGENCY RESPONSIBLE FOR IMPLEMENTATION	ESTIMATED COST	PROJECT STATUS				IF DEFERRED, WHY	TIMEFRAME FOR COMPLETION	MITIGATE NEW OR EXISTING?	BENEFICIARY	HMGP ELIGIBLE
											NEW	COMPLETED	DELETED	DEFERRED					
1	Relocate SS and LS on Alconese	2010	The shoreline has retreated leaving the sewer line 5-10 feet into the water. The line needs to be relocated to prevent sewage contamination into the bay and sound. Also, the sewer lift station needs to be relocated out of the roadway and onto an easement nearby.	Storm Surge	yes	City of Fort Walton Beach		City of Fort Walton Beach	City of Fort Walton Water & Sewer	\$108,000.00				X	No Funding	1 year	Existing	City of Fort Walton Beach	Y
2	Development of Master Drainage Plan	1999	Need master plan to mitigate stormwater runoff & flooding	Flood	yes	City of Mary Esther		City of Mary Esther	City of Mary Esther- Public Works	\$75,000.00				X	No Funding	240 days	Existing	City of Mary Esther	Y
3a	Beach Drive/Scranton Estates Area Drainage Improvements	2005	Retrofit drainage improvements to reduce flooding potential.	Flood. Severe Storms	yes	Okaloosa County		Okaloosa County	Okaloosa County- Public Works	\$25,000.00				X	No Funding	180 days	Existing	Okaloosa County	Y
3b	Local Alert Receivers	2010	Receivers for high population areas (Schools, nursing homes, etc.) to alert people to impending weater conditions	All hazards	yes	Okaloosa County		Okaloosa County	Okaloosa County - Public Safety	\$15,000.00				X	No Funding	60 days	New	All Jurisdictions and tourist	Y
3c	Relocate all utilities underground	2010	Relocate unilities underground. The town has already committed to a very small portion of Eglin Pkwy (SR 85) but will need new grant/funding source to continue to the Cinco Bayou bridge.	Hurricane/Tropical Storm	yes	Town of Cinco Bayou		Town of Cinco Bayou	Town of Cinco Bayou and private utilities	\$1,000,000.00				X	No Funding	1 year	Existing	Town of Cinco Bayou	Y
3d	Generators for lift stations, wells, booster stations and wstewater treatment plants	2010	During emergencies with power outages, such as hurricanes, generators are needed to keep lift stations, wells, booster stations, and wastewater treatment plants in working order.	Hurricane & Tropical Storm; and Severe Storms	yes	Okaloosa County		Okaloosa County	OkaloosaCounty - Water & Sewer Dept.	\$1,200,000.00				X	No Funding	1 year	Existing	Unincorporated Okaloosa County within the Okaloosa County Water & Sewer Service Area	Y
3e	Emergency Generators	1999	An automatic transfer emergency generator is needed at Lift Station #1 to prevent sewage overflow into Santa Rosa Sound in case of power failure. An additional portable generator is needed to accommodate other Lift Stations within the City.	Hurricane and Tropical Storm; and Severe Storm	yes	City of Fort Walton Beach		City of Fort Walton Beach	City of Fort Walton Beach - Water & Sewer Dept.	\$37,000.00				X	No Funding	3 months	Existing	City of Fort Walton Beach	Y
3f	Flood Proofing Lift Stations	2010	Storm proof lift stations 4,8,9,10,14,15, & 17. elevate tops of wet wells, valve boxes, relocation of emergency power supplies, and storm hardening controls. To include bulkheads and/or retaining walls	Hurricane & Tropical Storm; Flood; Land Erosion; Severe Storms; and Beach Erosion	yes	City of Valparaiso		City of Valparaiso	City of Valparaiso - Water & Sewer Dept.	\$600,000.00				X	No Funding	3 months	Existing	City of Valparaiso	Y
3g	Restoration of wetlands in Glenwood Park and upgrade the drainage system	2010	Restoration of wetlands in Glenwood Park and upgrade the park's drainage system	Hurricane & Tropical Storm: Flood; Storm Surge	yes	Town of Cinco Bayou		Town of Cinco Bayou	Town of Cinco Bayou - Public Works	\$15,000.00				X	No Funding	1 year	Existing	Town of Cinco Bayou	Y
4a	Undergrounding of Utilities	1999		Hurricane/Tropical Storms		Okaloosa County/Developer		Okaloosa County	Okaloosa County and Developers	\$158,000.00 per mile				X	On going	Required for new developments with a density of 4 dwelling units per acre and	Existing	Unincorporated Okaloosa	Y

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											NEW	COMPLETED	DELETED	DEFERRED					
4b	Stormwater swales and retention for Sandalwood Drive	2014	Provide a stormwater management system for this multi-family neighborhood by constructing swales and exfiltration systems.	Flood; Hurricane & Tropical Storm;and Severe Storms	yes	City of Destin		City of Destin	City of Destin - Public Works	\$384,750.00				X	No funding	1 year	Existing	City of Destin	Y
4c	Stormwater swales and retention for Joe's Bayou area	2014	Provide a stormwater management system for this neighborhood by constructing swales and exfiltration systems.	Flood; Hurricane & Tropical Storm; and Severe Storms	yes	City of Destin		City of Destin	City of Destin - Public Works	\$649,266.00				X	No Funding	1 year	Existing	City of Destin	Y
4d	Stormwater swales and retention for Kelly Street area	2014	Provide a stormwater management system for this neighborhood by constructing swales and exfiltration systems.	Flood; Hurricane & Tropical Storm; and Severe Storms	yes	City of Destin		City of Destin	City of Destin - Public Works	\$925,805.00				X	No Funding	1 year	Existing	City of Desin	Y
5a	Stormwater swales and retention for Maltozos Street area	2014	Provide a stormwater management system for this neighborhood by constructing swales and exfiltration systems.	Flood; Hurricane & Tropical Storm; and Severe Storms	yes	City of Destin		City of Destin	City of Destin- Public Works	\$460,000.00				X	No Funding	1 year	Existing	City of Destin	Y
5b	85-A Culvert Crossing	1999	Culvert is to small to accommodate stormwater	Hurricane and Tropical Storm; Flood; and Severe Storms	yes	City of Laurel Hill		City of Laurel Hill	City of Laurel Hill - Public Works Dept.	\$30,000.00				X	No Funding	120 days	Existing	City of Laurel Hill	Y
6a	Replace culverts and swale system in Indian Bayou S/D	2014	replace deteriorated metal culvert pipes and re-establish the roadside swale system	Flood; Hurricane & Tropical Storm; and Severe Storms	yes	city of Destin		City of Destin	City of Destin - Public Works	\$750,000.00				X	No Funding	1 year	Existing	City of Destin	Y
6b	Repetitive Loss Relocation and/or Acquisition	1999	There are several properties, including concrete masonry unit houses built with slab on grade, which flood during storm events. Due to this type of construction, elevation is not an alternative. The structures should be relocated or acquired by the City to prevent future losses.	Flood; Hurricane & Tropical Storm; Severe Storms and Storm Surge	Existing Building Mitigation in Flood-prone locations	City of Fort Walton Beach		City of Fort Walton Beach	City of Fort Walton Beach	\$2,000,000.00 +				X	No Funding	18 months	Existing	City of Fort Walton Beach	Y
6c	Stormwater swales for Calhoun Avenue	2014	establish the roadside swale system for this area	Flood; Hurricane & Tropical Storm; and Severe Storms	yes	City of Destin		City of Destin	City of Destin - Public Works	\$300,000.00				X	No Funding	1 year	Existing	City of Destin	Y
7a	High efficiency .2 million gal/day lift at ation	2011	Installation of new high efficiency .2 million gallon/day lift station. Current lift at ation handles 50% of all sewage, is located in the flood zone, and is obsolete	Flood; Hurricane & Tropical Storm; Severe Storms and Storm Surge	yes	City of Valparaiso		City of Valparaiso	City of Valparaiso - Public Works Dept	\$700,000.00				X	No Funding	1 year	Existing	City of Valparaiso	Y
7b	Warning Siren	2010	For all emergency warnings	Hurricane & Tropical Storm; Flood; Severe Storms; Storm Surge; Heat Wave and Drought; and Wildfire	yes	Town of Shalimar		Town of Shalimar	Town of Shalimar	\$30,000.00				X	No Funding	120 days	Existing	Town of Shalimar	Y
8a	Arena Road Drainage Improvements	2010	A portion of Arena Road, an unimproved roadway, holds water during wet periods and floods during high rainfall events. This project would pipe water from the road and direct it to a retention pond.	Hurricane & Tropical Storm; Flood; and Severe Storms	yes	City of Crestview		City of Crestview	City of Crestview - Public Works Dept.	\$51,000.00				X	No Funding	90 days	Existing	City of Crestview	Y
8b	Beal Street Lift Station Relocation	2010	Lift Station is old and in the floodplain. New lift station needs to be in the same vicinity, at a higher elevation.	Hurricane & Tropical Storm; Flood; severe storms; and Storm Surge	yes	Okaloosa County		Okaloosa County	Okaloosa County - Water & Sewer Dept.	\$600,000.00				X	No Funding	18 months	Existing	Unincorporated Okaloosa County within the Okaloosa County Water & Sewer Service Area	Y

Okaloosa County
2011 LMS
Appendix E

PRIORITY	NAME OF PROJECT	YEAR SUBMITTED	PROJECT DESCRIPTION	HAZARDS MITIGATED	MITIGATION GOALS ACHIEVED	FUNDING SOURCE	MATCH (if Applicable)	JURISDICTION	AGENCY RESPONSIBLE FOR IMPLEMENTATION	ESTIMATED COST	PROJECT STATUS				IF DEFERRED, WHY	TIMEFRAME FOR COMPLETION	MITIGATE NEW OR EXISTING?	BENEFICIARY	HMGP ELIGIBLE
											NEW	COMPLETED	DELETED	DEFERRED					
9	Retaining Walls for Lift Stations #11, #20, and #21	2010	Lift stations 11, 20, and 21 are subject to occasional flooding but can be protected by the installation of retaining walls.	Hurricane and Tropical Storm; Flood; and Severe Storms	yes	City of Crestview		City of Crestview	City of Crestview - Water & Sewer Dept.	\$18,000.00				X	No Funding	60 days	Existing	City of Crestview	Y
10a	Resurfacing of secondary/residential streets	2010	Resurface the streets maintained by the Town of Cinco Bayou	Hurricane/Tropical Storm and Flooding	yes	Town of Cinco Bayou		Town of Cinco Bayou	Town of Cinco Bayou - Public Works Dept.	\$500,000.00				X	No Funding	1 year	Existing	Town of Cinco Bayou	Y
10b	South Avenue/Thornhill Road Area Drainage Improvements	2010	Regional stormwater management and drainage improvements.	Hurricane & Tropical Storm; Flood; and Severe Storms	yes	Okaloosa County		Okaloosa County	Okaloosa County - Public Works Dept.	\$5,000,000.00				X	No Funding	770 days	Existing	Unincorporated Okaloosa County within the Thornhill Road Area	Y
10c	Shady Lane/Woodlawn Drainage Problems	2010	Persistent drainage problems causing flooding and road closures	Hurricane & Tropical Storm; Flood; and Severe Storms	yes	City of Crestview		City of Crestview	City of Crestview - Public Works Dept.	\$412,000.00				X	No Funding	150 days	Existing	City of Crestview	Y
10d	Racetrack Road Sanitary Sewer Rehab	2010	Rehab on 18" gravity sewer line made of vitrified clay. It is crumbling and allowing infiltration into the sewer system.	Hurricane/Tropical Storm and Flood	yes	Okaloosa County		Okaloosa County	Okaloosa County - Water & Sewer Dept.	\$1,800,000.00				X	No Funding	6 months	Existing	Unincorporated Okaloosa County within the Racetrack Road area	Y
10e	Force main upgrade, Lift Station #10	2010	Increased flows during heavy rains and hurricane conditions overwhelm the force main at Lift Station #10 that serves the county jail and surrounding area.	Hurricane & Tropical Storms; Flood; and Severe Storms	yes	City of Crestview		City of Crestview	City of Crestview - Water & Sewer Dept.	\$300,000.00				X	No Funding	90 days	Existing	City of Crestview	Y
10f	Elevation of Repetitive Loss Structures	1999	Several wood frame houses with a crawl space underneath are in need of elevation or acquisition due to frequent flooding during storm events.	Flood, Hurricane/Tropical Storm, Storm Surge	Existing Building Mitigation in Flood-prone locations	City of Fort Walton Beach		City of Fort Walton Beach	City of Fort Walton Beach - Building Dept.	\$540,000.00				X	No Funding	1 year	Existing	City of Fort Walton Beach	Y
11a	Intersection Mast Arms	2010	All traffic signals that are not currently on mast arms rated at 140 mph need to be updated. There are six intersections for a total of 18 mast arms needed.	All hazards	Building Construction and Wind; Communications	City of Fort Walton Beach		City of Fort Walton Beach	City of Fort Walton Beach - Public Works Dept.	\$896,000.00				X	No Funding	1 year	Existing	All Jurisdictions -mast arms are located on Hurricane evacuation routes	Y
11b	Elevated Potable Water Storage Tank-Kennedy Lakes Area	2010	The Kennedy Lakes area in NW Crestview is plagued by low water pressures, While the pressure is adequate to provide water to residences, it is dangerously low for fire protection. The storage tank is necessary to provide additional storage and head pressure to fight wildfires or multiple structure fires in this area.	Wildfire	yes	City of Crestview		City of Crestview	City of Crestview - Water & Sewer Dept.	\$1,000,000.00				X	No Funding	270 days	Existing	City of Crestview	Y
11c	Port Dixie Stormwater System Repair	2010	Stormwater drainage analysis and infrastructure repair/replacement for the Port Dixie drainage area to resolve regional flooding and stormwater problems.	Hurricane & Tropical Storm; Flood; and Severe Storms	yes	Okaloosa County		Okaloosa County	Okaloosa County - Public Works Dept.	\$5,000,000.00				X	No Funding	770 days	Existing	Unincorporated Okaloosa County within the Port Dixie Area	Y
11d	standby generators at 8 power supply locations	2011	Installation of standby generators at each of 8 existing un-interruptable power supply locations.Ensures continued operation of cable communication system for emergency broadcast capabilities	All hazards	yes	City of Valparaiso		City of Valparaiso	City of Valparaiso - Public Works Dept	\$77,000.00				X	No Funding	6 months	Existing	City of Valparaiso	Y

Okaloosa County
2011 LMS
Appendix E

PRIORITY	NAME OF PROJECT	YEAR SUBMITTED	PROJECT DESCRIPTION	HAZARDS MITIGATED	MITIGATION GOALS ACHIEVED	FUNDING SOURCE	MATCH (if Applicable)	JURISDICTION	AGENCY RESPONSIBLE FOR IMPLEMENTATION	ESTIMATED COST	PROJECT STATUS				IF DEFERRED, WHY	TIMEFRAME FOR COMPLETION	MITIGATE NEW OR EXISTING?	BENEFICIARY	HMGP ELIGIBLE
											NEW	COMPLETED	DELETED	DEFERRED					
11e	Bluewater Bay MSBU 350 acres stormwater basin repair	2014	stormwater darinage system repairs	Hurricane & Tropical Storm; Flood; and severe storms	yes	Okaloosa County/Bluewater Bay MSBU		Okaloosa County	Okaloosa County/Bluewater Bay MSBU	\$400,000.00				X		2 Years	Existing	Unincorporated Okaloosa county within the Bluewater Bay area	Y
11f	Northern Pines - Forest Heights Drainage Improvements	2010	Regional stormwater management and drainage improvements.	Hurricane & Tropical Storm; Flood; and Severe Storms	yes	Okaloosa County		Okaloosa County	Okaloosa County - Public Works Dept.	\$5,000,000.00				X	No Funding	770 days	Existing	Unincorporated Okaloosa County within the Forest Heights Area	Y
11g	Bryn Mawr Subdivision Drainage	2010		Flood	yes	City of Mary Esther		City of Mary Esther	City of Mary Esther	\$700,000.00				X	No Funding	120 days	Existing	City of Mary Esther	Y
12a	Acquisition of Emergency Generators and Traffic Signal Quick Disconnects		Acquisition of dedicated portable generators and quick disconnects for traffic signals, so that vehicles can safely operate during a loss of electrical power associated with a hurricane or other disaster	All Hazards	yes	City of Crestview		City of Crestview	City of Crestview - Public Works Dept.	\$3,300.00				X	No Funding	60 days	Existing	All jurisdictions- Hwy 85 is a hurricane evacuation route	Y
12b	Generator for City Hall	2014	install 250 KW generator for City Hall	All hazards	yes	City of Niceville		City of Niceville	City of Niceville - Public Works Dept.	\$250,000.00				X	No Funding	30 days	Existing	City of Niceville	Y
12c	Island #2 and #3 Lift Station Retrofit		Replace electrical and control systems at 3 coastal lift stations that have damaged by wind and salt.	Hurricane & Tropical Storm; Flood; and Storm Surge	yes	Okaloosa County		Okaloosa County	Okaloosa County - Water & Sewer Dept.	\$225,000.00				X	No Funding	1 year	Existing	Unincorporated Okaloosa County within the Okaloosa Island area and tourist	Y
12d	Stormwater drainage system at Edwin's Elementary School	2014	Install new stormwater drainage system at Edwin's Elementary School	Hurricane & Tropical Storm; and Flood	yes	Okaloosa County School Board		Okaloosa County School Board	Okaloosa County School Board - Facilities Dept.	\$700,000.00				X	No Funding	1 year	Existing		Y
12e	Stormwater drainage system at Florosa Elementary School	2014	Install new stormwater drainage system at Florosa Elementary School	Hurricane & Tropical Storm; and Flood	yes	Okaloosa County School Board		Okaloosa County School Board	Okaloosa County School Board - Facilities Dept.	\$450,000.00				X	No Funding	1 year	Existing		Y
13a	8 Traffic Signals-Quick Disconnect for Highway 98		Provide hardward to interface post-storm power sources to aid in efficient traffic control and to free up emergency personnel for other efforts	All hazards	yes	City of Destin		City of Destin	City of Destin - Public Works Dept.	\$40,000.00				X	No Funding	6 months	Existing	All jurisdictions - Hwy 98 is an evacuation route	Y
13b	Stormwater drainage sysyen at City of Mary Esther City Hall	2014	Repair and replace the underground stormwater system	Hurricane & Tropical Storm; and Flood	yes	City of Mary Esther		City of Mary Esther	City of Mary Esther- Public Works	\$45,150.00				X	No Funding	6 months	Existing	City of Mary Esther	Y
13c	Repair and replace bridge on Christobal Rd.	2014	Repair and replace underground stormwater infrastructure	Hurricane & Tropical Storm; and Flood	yes	City of Mary Esther		City of Mary Esther	City of Mary Esther - Public Works	\$482,150.00				X	No Funding	1 year	Existing	City of Mary Esther	Y
13d	Sylvania Heights Drainage Improvements Phase 2		Retrofit drainage improvements to reduce flooding potential.	Hurricane & Tropical Storm; and Flood	yes	Okaloosa County		Okaloosa County	Okaloosa County - Public Works Dept.	\$5,000,000.00				X	No Funding	770 days	Existing	Unincorporated Okaloosa County within the Sylvania Heights area	Y
13e	Stormwater drainage repair on Byyn Mawr Blvd.	2014	Repair and replace underground stormwater infrastructure	Hurricane & Tropical Storm; Severe Storms and Flood	yes	City of Mary Esther		City of Mary Esther	City of Mary Esther - Public Works	\$159,710.00				X	No Funding	1 year	Existing	City of Mary Esther	Y
13f	Shoal River Dr. dam	2010	replace old piping in existing on golf course lake (Shoal River Drive is located on top of this dam)	Dam Safety	yes	Okaloosa County		Okaloosa County/NWFLWM D	Okaloosa County/NWFLWMD	\$300,000.00				X	No Funding	90 days	Existing	Unincorporated Okaloosa County within the Shoal River area	Y

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13g	Stormwater drainage repair on Shrewsbury Blvd.	2014	Repair & replace underground stormwater infrastructure and right-of-way erosion	Hurricane & Tropical Storm; Severe Storms and Flood	yes	City of Mary Esther		City of Mary Esther	City of Mary Esther - Public Works	\$12,850.00				X	No Funding	60 days	Existing	City of Mary Esther	Y
13h	Stormwater drainage repairs on North Street	2014	Repair and replace stormwater inlets and fence encompassing the stormwater detention pond on North Street	Hurricane & Tropical Storm; Severe Storms and Flood	yes	City of Mary Esther		City of Mary Esther	City of Mary Esther - Public Works	\$33,680.00				X	No Funding	90 days	Existing	City of Mary Esther	Y
13i	Stormwater drainage repairs on Caswell Circle	2014	Repair & replace underground stormwater infrastructure and right-of-way erosion	Hurricane & Tropical Storm; Severe Storms and Flood	yes	City of Mary Esther		City of Mary Esther	City of Mary Esther - Public Works	\$31,050.00				X	No Funding	1 year	Existing	City of Mary Esther	Y
13j	Right-of-way erosion repair on N. Lorraine Drive	2014	Repair right-of-way due to erosion	Hurricane & Tropical Storm; Severe Storms and Flood	yes	City of Mary Esther		City of Mary Esther	City of Mary Esther - Public Works	\$8,725.00				X	No Funding	6 months	Existing	City of Mary Esther	Y
13k	Stormwater drainage repairs on S. Lorraine Drive	2014	Repair & replace underground stormwater pipes & inlets at intersections along S. Lorraine Drive	Hurricane & Tropical Storm; Severe Storms and Flood	yes	City of Mary Esther		City of Mary Esther	City of Mary Esther - Public Works	\$387,300.00				X	No Funding	1 year	Existing	City of Mary Esther	Y
13l	Stormwater drainage repairs on Sussex Road	2014	Repair & replace underground stormwater infrastructure and grade ditch on Sussex Road	Hurricane & Tropical Storm; Severe Storms and Flood	yes	City of Mary Esther		City of Mary Esther	City of Mary Esther - Public Works	\$50,250.00				X	No Funding	6 months	Existing	City of Mary Esther	Y
13m	Stormwater drainage repairs at Page Bacon & Joann Lane	2014	Repair & replace underground stormwater infrastructure	Hurricane & Tropical Storm; Severe Storms and Flood	yes	City of Mary Esther		City of Mary Esther	City of Mary Esther - Public Works	\$81,200.00				X	No Funding	6 months	Existing	City of Mary Esther	Y
13n	Stormwater drainage repairs at Dawn Lane & Emory Drive	2014	Repair & replace underground stormwater pipes & inlets at intersection of Dawn Lane and Emory Drive	Hurricane & Tropical Storm; Severe Storms and Flood	yes	City of Mary Esther		City of Mary Esther	City of Mary Esther - Public Works	\$236,653.00				X	No Funding	1 year	Existing	City of Mary Esther	Y
14a	Portable Generators for Traffic Signals	2010	Provide a post-storm power source for traffic signals to move traffic and free up emergency personnel for other efforts	All hazards	yes	City of Destin		City of Destin	City of Destin - Public Works Dept.	\$35,000.00				X	No Funding	6 months	Existing	All Jurisdictions - Hwy 98 is an evacuation route	Y
14b	Traffic Signal Upgrade to Mast Arm	2010	Only a few traffic signals in Crestview have been upgraded to mast arms. Because the major highways in Crestview are hurricane evacuation routes the mast arms are needed to resist damage by high winds	All hazards	yes	City of Crestview		City of Crestview	City of Crestview - Public Works Dept.	\$3,000,000.00				X	No Funding	6 months	Existing	City of Crestview and All Okaloosa County- Hwy 85 is a hurricane evacuation route	Y
14c	Armoring Critical Facilities	1999	Fred Hedrick and Chester Pruitt Recreation Centers are utilized as storm shelters and should be retrofitted for 140 mph wind resistance.	Hurricane & Tropical Storm; and Severe Storms	Structural Soundness of Existing Local Government Centers; Availability of Public Sheltering	City of Fort Walton Beach		City of Fort Walton Beach	City of Fort Walton Beach - Public Works Dept.	\$138,000.00				X	No Funding	6 months	Existing	City of Fort Walton Beach	Y
15a	Permanent Stabilization of Norriego Point	1999	Norriego Point is the tip of Holiday Isle and provides protection to Destin harbor. Project anticipates stabilizing or hardening the point for improved storm protection, minimizing harbor channel shoaling and to preserve habitat and recreational areas provided by the point	Beach Erosion; and Storm Surge	yes	City of Destin		City of Destin	City of Destin - Public Works Dept.	\$10,200,000.00				X	No Funding	2 years	Existing	City of Destin and tourist	Y

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15b	Upland retaining wall - Lions Park	2014	Install 120 linear feet of upland retaining wall along the remaining unprotected shore line at Lions park	Beach Erosion; and Storm Surge	yes	City of Niceville		City of Niceville	City of Niceville - Public Works Dept.	\$12,000.00				X	No Funding	6 months	Existing	City of Niceville	Y
16a	Water distribution isolation valves	2011	Installation of water distribution isolation valves to preserve water quality and losses in the event of system depressurization for any reason	Hurricane & Tropical Storms; Flood; Severe Storms: Erosion and storm Surge	yes	City of Valparaiso		City of Valparaiso	City of Valparaiso - Public Works Dept	\$150,000.00				X	No Funding	1 year	Existing	City of Valparaiso	Y
16b	Relocation, elevation, or acquisition	2014	various locations throughout unincorporated Okaloosa county which frequently flood.	Hurricane & Tropical Storms; Flood; Severe Storms: Erosion and Storm Surge	yes	Okaloosa County		Okaloosa County	Okaloosa County	\$ 2,000,000.00 +				X	No Funding	1 year	Existing	Okaloosa County	Y
17a	New Public Works Maintenance Yard	2010	Construct new public works maintenance garage in accordance with Florida Building Codes	Hurricane & Tropical Storms; Flood; and Severe Storms	yes	City of Valparaiso		City of Valparaiso	City of Valparaiso - Public Works Dept	\$750,000.00				X	No Funding	18 months	New	City of Valparaiso	Y
17b	Wind Retrofit of Golf Course Clubhouse & Develop Backup Emergency Operation Center	1999	The Golf Course Clubhouse does not currently meet the 140 mph wind code for building construction.	Hurricane & Tropical Storm; Flood; and Severe Storms	Structural Soundness of Existing Local Government Centers	City of Fort Walton Beach		City of Fort Walton Beach	City of Fort Walton Beach - Public Works Dept.	\$100,000.00				X	No Funding	6 months	Existing	City of Fort Walton Beach	Y
18a	Redesign of stormwater culvert on Brewer Circle	2014	Redesign and replace stormwater culvert behind 142 - 162 Brewer Circle	Hurricane & Tropical Storm; Flood; and Severe Storms	yes	City of Mary Esther		City of Mary Esther	City of Mary Esther - Public Works	\$300,000.00				X	No Funding	6 months	Existing	City of Mary Esther	Y
18b	Brewer Circle Concrete Culvert	2013	Redesign and replace stormwater culvert	Flood, Hurricane/Tropical Storm	no	City of Mary Esther		City of Mary Esther	City of Mary Esther	\$350,000.00				X	No Funding	120 days	Existing	City of Mary Esther	
19a	Stormwater improvements on Brande Court & Mande Court	2014	redesign and replace the existing stormwater darinage system for both streets	Hurricane & Tropical Storm; Flood; and Severe Storms	yes	Town of Shalimar		Town of Shalimar	Town of Shalimar	\$30,000.00				X	No Funding	6 months	Existing	Town of Shalimar	Y
19b	County Wide Wind Retrofit	2011	Hardening of conventional single famile detached homesteaded dwellings to meet current FBC wind requirements	All Hazards	yes	ALL Jurisdictions	25% Private	All Jurisdictions	All Jurisdictions	\$3,000,000.00				X	No Funding	1 year	Existing	All Jurisdictions	Y
20	Roof replacement Carvier Hill Administration	2014	replacing the roof over the meeting room and freexer at Carver Hill Administration Complex	All hazards	yes	Okaloosa County School Board		Okaloosa County School Board	Okaloosa County School Board - Facilities Dept.	\$500,000.00				X	No Funding	6 months	Existing	All Jurisdictions	Y
REMOVED PROJECTS																			

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Florida Administrative Code 27P-22.004 Annual Compliance Form

This form is due by the last working weekday of January 2023 (Tuesday, January 31, 2023). Please email the completed form to MitigationPlanning@em.myflorida.com. Contact your liaison (listed below) with any questions. Thank you in advance for your cooperation.

Regions 1 and 2	Regions 3 and 5
Jantzen Heberle Jantzen.Heberle@em.myflorida.com 850-815-4504	Brigette Carrillo Brigette.Carrillo@em.myflorida.com 850-815-4316
Regions 4 and 6	Region 7
Angie Speir Angie.Speir@em.myflorida.com 850-815-4502	Kristin Lentz Kristin.Lentz@em.myflorida.com 850-273-2950

<i>Reference: FAC 27P-22.004(4)(a)</i>		
County	Okaloosa v	
Chair	NAME: Elliot Kampert	TITLE: Growth Management Director
	JURISDICTION: Okaloosa County	
	ADDRESS: 402 Brookmeade Dr., Crestview, FL 32539	
	PHONE (O): 850-689-5080	PHONE (C): 850-685-0251
	EMAIL: ekampert@myokaloosa.com	
Vice Chair <i>(if applicable)</i>	NAME: Sherry	TITLE: Cadenhead
	JURISDICTION: Okaloosa County	
	ADDRESS: 402 Brookmeade Dr., Crestview, FL 32539	
	PHONE (O): 850-689-5080	PHONE (C): 850-585-3127
	EMAIL: sreed@myokaloosa.com	
LMS Coordinator/ EM Coordinator <i>(if applicable)</i>	NAME:	TITLE:
	JURISDICTION:	
	ADDRESS:	
	PHONE (O):	PHONE (C):
	EMAIL:	

Was your county's LMS Plan submitted to the State for review within the last 6 months?	☐ YES	☒ NO	
If yes, have there been any changes since the plan was submitted?	☐ YES	☒ NO	☐ N/A
<i>If yes or N/A, please complete the entire form.</i>			
<i>If no, your 27P-22.004 annual compliance form is complete!</i>			



Requirement Checklist	Comments
LMS Working Group (LMSWG) Submit the LMSWG list, including contact information. <i>Reference: FAC 27P-22.004(4)(a)</i>	☐ Attached
LMSWG Participation Invites Provide documentation showing that the county has issued a written invitation to each municipality to participate in the LMSWG, within the preceding year. <i>FAC 27P-22.004(4)(3)</i>	☐ Attached
Hazard Analysis Change Are there any new or removed hazards? <i>FAC 27P-22.004(4)(e)(1)</i>	☐ YES ☐ NO (If yes, attached the updated sections)
Prioritized Project List (PPL) Include project list in order of priority, identifying the agency/department responsible for the projects, estimated costs, potential funding sources, and expected timeframes for completion. <i>FAC 27P-22.004(4)(e)(2), FAC 27P-22.005(7)</i>	☐ Attached (in excel)
Critical Facilities List Have there been any changes to the critical facilities list within the past year? <i>FAC 27P-22.004(4)(e)(3)</i>	☐ YES ☐ NO (If yes, attached the updated list)
Repetitive Loss Properties List Have there been any additions or removals to the repetitive loss properties in any of the jurisdictions within the past year? <i>FAC 27P-22.004(4)(e)(4)</i>	☐ YES ☐ NO (If yes, attached the updated list)
Revisions to Maps Were there any changes to maps included in the LMS within the preceding year? <i>FAC 27P-22.004(4)(e)(5)</i>	☐ YES ☐ NO (If yes, attached the updated map(s))

Sherry Reed

From: Sherry Reed
Sent: Monday, June 27, 2022 12:56 PM
To: Abra McGill; 'Ammy Hanson'; 'Anita Miller (clhclerk@fairpoint.net)'; 'B Johnson'; 'Bobby (code@cityofmaryesther.com)'; 'Chis Eddy'; 'cityadministrator@valp.org'; 'cmgr@cityofmaryesther.com'; Elliot Kampert; 'Glen Lattanze (glenn.lattanze@hurlburt.af.mil)'; Jason Autrey; 'Jeff Fanto'; 'Jeremy Stewart (jeremystewart@crestviewhomes.com)'; 'Joe Zwierzchowski (Joe.Zweirzchowski@FDACS.gov)'; 'John Crowe'; Jon Kanak; 'Keith Williams'; Ken Wolfe; Leslie Adams; Mark Wise; 'Mike Burgess'; Randall Woodruff; 'Robert Jenkins'; 'S Bolton'; Scott Bitterman; Sherry Reed; 'Tim Gibson'; 'Tom Burns'; 'Trae Duley'
Subject: REMINDER
Importance: High

Just a reminder that we have a LMS Meeting Scheduled for

WEDNESDAY 6-29-2022 at 10:00

Location: 1250 N. Eglin Parkway, Shalimar

Sherry Reed
Planning Coordinator
Okaloosa County
Growth Management Department

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

AGENDA ITEM

Agenda Item 7.7.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: November 6, 2023

SUBJECT: Jacobs Report

BACKGROUND:

DISCUSSION:

FINANCIAL IMPACT:

RECOMMENDATION:

ATTACHMENT(S):

1. Monthly Report - September 2023



October 11, 2023

Mr. Jared Cobb
City Manager
City of Mary Esther
195 Christobal Road
Mary Esther, Florida 32569

RE: Client Report for the City of Mary Esther for the month of September 2023.

Dear Mr. Cobb,

I have compiled the ongoing activities for the Jacobs Mary Esther Florida Project for September 2023.

GENERAL

With the new Utility Billing Administrator onboard we are working closely with them to correct issues with the database and billing information.

Well 1 rehab project is ongoing and on schedule.

Springdale Park renovation is ongoing and on schedule.

All residential sampling ports for water residual testing have been installed. This is a value add being done by Jacobs for the city.

This Project currently holds the following Florida State Licenses:

- 1 Class 3 Distribution Water License
- 3 Class C Wastewater Licenses
- 2 Class C Water Licenses
- 5 Backflow Certifications

There were 7 callouts in September;

- 9/2; 121 Scottsdale Ct – City Side Leak

- Leak in service line on city side, area excavated, repaired, and backfilled within 3 hours.

- 9/3; 160 Brewer Ci – Sewer Backup

- Blockage in sewer main, verified source, restored flows using high pressure jetter, applied lime to affected area within 3 hours.

- 9/3; Lift Station #7 – High Level

- Maxwell Boone was involved in an accident responding to the high-level call. High level due to higher flows at this time, lift station is operating as designed with no issues.

- 9/9; Lift Station #1 – High Level

- Setup bypass pump to restore normal flows.
- Crew performed confined space entry to remove debris build up inside pumps and check valves on 9/11/23 – Lift station operations restored; bypass pump removed.



- 9/9; 241 W. Lorraine Dr – Emergency Shut Off
- 9/15; 26 Kohler Dr – Emergency Shut Off
- 9/18; 450 Stonehenge Dr – Emergency Shut Off

Link to completed Work Orders for September:
[MAE-Monthly Completed Work Order Summary](#)

Safety and training:

- Weekly Safety Meetings.
- Several associates are studying for certification exams.
- Associates doing online safety training courses.
- Cross training associates to work in all areas of responsibility.

*. The plant has been
accident and injury free for
892 days.*

WASTEWATER TREATMENT

All required reports were submitted on time.

All required laboratory testing was completed per our permit.

Valve exercising on the plant is complete for this fiscal year.



Wastewater plant 1 is out of service and the equipment that is operational is being maintained and exercised. Design for rehab is halted pending an engineering study on going to the county.

Preventive maintenance was performed on all operational equipment.

Clarifier 2 and one of ditch 3 aerators are scheduled for major maintenance repair.

Spray field

Equipment is in service and ready for cutting. Spray heads are being repaired or replaced as needed.

The motor for pump two has been received. Shaft for pump two has been pulled and sent for repair.

Preventive maintenance was performed on all operational equipment.

SANITARY SEWER COLLECTION AND LIFT STATIONS

All lift stations were cleaned, and residual grease removed.

The grounds were mowed, and all litter removed.

Preventive maintenance was performed on all operational equipment.

All generators were load tested.

At Hurlburt Field station there is only one pump available with the auxiliary diesel engine. The other backup diesel engine needs repair or replacement. Quotes on repair were quite high and we are now considering replacing the auxiliary engines with a generator. This is included in the master plan.

WATER TREATMENT AND DISTRIBUTION

August 2023 Water Well Production was 13,007,000 gallons

Running annual average unaccounted-for water: 8.0%.

Preventive maintenance was performed on all operational equipment.

All permit required testing was performed with satisfactory results.

All Water wells are operational and producing, except for well 1.

Flushed several water lines and fire hydrants.

All operational equipment is being maintained and exercised per manufacturer's recommendations.

METER READING

Total number of meters read: 2,111.

Total number of Rereads: 18, (1.1%). The national average is 5%

If you have any questions regarding the monthly report, please feel free to contact me at your convenience.



Sincerely,

Randall Killian
Project Manager
Jacobs Eng. Group

Cc : Project file
Kyle Holder

AGENDA ITEM

Agenda Item 10.1.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: November 6, 2023

SUBJECT: Lease or Acquisition of Property Located at 302 Mary Esther Boulevard

BACKGROUND:

On October 2, the City Council directed staff to negotiate the lease or acquisition of the property located at 302 Mary Esther Boulevard (former First Florida Bank building). If purchased, the property would be used for city operations and replace our current City Hall.

As part of our due diligence, staff hired a licensed property appraiser to complete an appraisal report. The appraiser valued the property at \$2,600,000. We also had an architect prepare a report comparing the cost to purchase and renovate the bank building against the cost of building a new city hall. Both reports are attached for reference.

The property owner started at a list price of \$3,200,000. As shown in the attached Letter of Intent (LOI), staff negotiated the purchase price down to \$2,375,000, which is \$225,000 less than the appraised value.

DISCUSSION:

Review of alternatives:

- 302 Mary Esther Boulevard (7,220 SF) - The building would provide ample space for current and future operations. This includes space for a larger Council Chambers, a conference room, public records storage (currently stored in air-conditioned sheds), and offices, including one that could be used for our contract OCSO deputies. Estimated purchase price of \$2,375,000, with \$574,500 in renovations, for a total of \$2,949,500.
- New City Hall (7,220 SF) - The facility could be built to city specifications and accommodate the needs listed above. Estimated *current construction* cost of \$3,392,123 to \$4,000,000. This cost does not include property acquisition. Additionally, the planning, design, and construction would likely take 3-5 years, so an estimate for inflation should be considered.
- Renovation and Expansion of Existing City Hall (approximately 4,500 SF) - This option has not been thoroughly reviewed. This would be a sizeable project, as concerns such as ADA access, water, sewer, electrical, networking, storage, conference room, and office additions should be considered. Such a major renovation would require the city to lease office space during construction. In the event the council elects not to proceed with the

purchase, this option could be explored further.

Staff is requesting direction from the City Council, which could include any of the following:

1. Submitting a formal offer with the purchase price and terms agreed to in the LOI.
2. Submitting a formal offer with a lower purchase price and/or alternate terms.
3. No action. Staff would notify the commercial realtor that the City is no longer interested in the property.

FINANCIAL IMPACT:

The acquisition and renovations would be funded through General Fund and Utilities Fund reserves and a loan. Surplus property could be sold to help replenish reserves or pay down the loan; however, proceeds would not be available at closing. This includes the 8.01 acres of property located to the immediate east of the City Hall and Library, which the County Property Appraiser values at \$496,370.

The current FY 2024 Budget includes the following:

General Fund

- Unassigned Fund Balance - \$1,238,320
- Projected Operating Surplus - \$157,320

Utilities Fund

- Unassigned Fund Balance - \$3,326,150
- Projected Operating Surplus - \$533,930 (decreasing to approximately \$206,018 in FY 2025 as debt service starts for Springdale and Azalea projects)

The following funding scenario is shown for discussion purposes and is based on a total cost of \$3,000,000 to account for closing costs:

- \$2,500,000 Loan @ 7% over 20 years = \$155,836 (67%) General Fund/year, \$76,755 (33%) Utilities Fund/year
- \$500,000 Reserves - \$335,000 (67%) General Fund, \$165,000 Utilities Fund (33%)

RECOMMENDATION:

The agenda item has been included for the City Council to discuss next steps and provide staff with direction.

ATTACHMENT(S):

1. Appraisal Report - 302 Mary Esther Boulevard
2. Probable Cost Comparison
3. Informal Letter of Intent

Appraisal Report

**302 MARY ESTHER BOULEVARD
BANK/OFFICE BUILDING
OKALOOSA COUNTY, FLORIDA**

APPRAISAL REPORT

SUBJECT PROPERTY

Office Building
302 Mary Esther Boulevard
Mary Esther
Okaloosa County, Florida 32569

LOCATION

302 Mary Esther Boulevard
Mary Esther, Florida 32569

EFFECTIVE DATE OF APPRAISAL

'As Is' as of 9/5/2023

REPORT DATE

9/11/2023

VIEWING DATE AND DATE OF PHOTOGRAPHS

9/5/2023

CLIENT/INTENDED USER

City of Mary Esther
195 N. Christobal Road
Mary Esther, FL 32569

PREPARED BY:

Thomas A. Marr State Certified General Real Estate Appraiser № RZ 2645

SIGNIFICANT ASSISTANCE PROVIDED BY:

Samuel M. Davenport State Registered Trainee Real Estate Appraiser № RI 25257

MARR APPRAISAL, LLC

139 Beal Parkway SE, Unit 202
Fort Walton Beach, Florida 32569
Telephone: (850) 243-0958
Cell: (850) 461-0226

MARR APPRAISAL, LLC File № 230298

MARR APPRAISAL LLC

Thomas A. Marr

State-certified General Real Estate Appraiser № RZ2645 (FL)

139 Beal Parkway SE, Unit 202
Fort Walton Beach, Florida 32569
Telephone: (850)-243-0958
Cell: (850) 461-0226
Tom@panappraisal.com

9/11/2023

City of Mary Esther
Attn: Jared Cobb
195 N. Christobal Road
Fort Walton Beach, FL 32569

Re: Appraisal of an approximate 7,220 SF bank/office improvement. The subject features a postal address of 302 Mary Esther Boulevard in Mary Esther, Florida, 32569.

Marr Appraisal, LLC file # 230298

Dear Mr. Cobb:

This appraisal assignment seeks to derive an opinion of the current market value of a vacant existing bank/Retail Partners, LLC.

I, with significant assistance provided by State Registered Trainee RI 25257 Samuel Davenport, have completed the requisite inspections, research, and analyses necessary to appraise the 100% fee simple ownership interest in the subject property and improvements.

The accompanying appraisal report is an appraisal report as contrasted with a restricted report.

Market value, fee simple interest, highest and best use, and other pertinent terms are defined in the following report. The opinion of highest and best use of the property is continued use as is as an office improvement.

I estimate the market value of the subject property 'as is' as of 9/5/2023 to be:

TWO MILLION SIX HUNDRED THOUSAND DOLLARS
\$2,6000,000

The estimated exposure time linked to the final current value opinion is a range of three (3) to six (6) months.

Certification

I hereby certify I have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, and the Internal Revenue Service. The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. The appraisal also conforms to the 2020/2021 (Extended to December 31, 2023) Uniform Standards of Professional Appraisal Practice. The fee for this appraisal was not based on value nor was the assignment undertaken based on a predetermined value, a trend, or range or direction in value.

Respectfully submitted,

A handwritten signature in cursive script that reads "Thomas A. Marr".

Thomas A. Marr

State-Certified General Real Estate Appraiser № RZ 2645 (FL)

APPRAISAL REPORT

This is an Appraisal Report which is intended to comply with the reporting requirements in accordance with the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it represents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. The supporting documentation concerning the data, reasoning, and analyses may be included in the addenda to this report, however, may be retained in the appraiser's files. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraisers are not responsible for unauthorized use of this report.

CLIENT:

City of Mary Esther
Attn: Jared Cobb
Mary Esther, FL 32569

APPRAISER:

Thomas A. Marr
State-certified General Real Estate Appraiser № RZ 2645 (FL)
Samuel M. Davenport
State-Registered Trainee Real Estate Appraiser № RI 25257 (FL)

MARR APPRAISAL LLC

139 Beal Parkway SE, Unit 202
Fort Walton Beach, FL 32548

SUBJECT PROPERTY:

Legal Description
Metes and Bounds - See Page 10.

Physical Address of Subject Property
302 Mary Esther Boulevard
Fort Walton Beach, Florida 32569

Tax ID #: 16-2S-24-0000-0001-001D

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal was to derive an opinion of the current market value of the subject property, 'as is', as of 9/5/2023.

INTENDED USE OF REPORT:

The intended use of the appraisal is for loan underwriting and-or credit decisions by Client and-or participants.

INTENDED USER:

The intended user is City of Mary Esther and-or affiliates, its assigns, legal counsel, review appraisers, and regulatory authorities. This report is not intended or authorized for any other user or audience.

PROPERTY RIGHTS APPRAISED:

Fee Simple.

EFFECTIVE DATE OF VALUE:

9/5/2023

DATE OF REPORT:

9/11/2023

DATE OF INSPECTION:

Both Thomas A. Marr and Samuel M. Davenport most recently viewed both the exterior and the interior of the subject property on 9/5/2023.

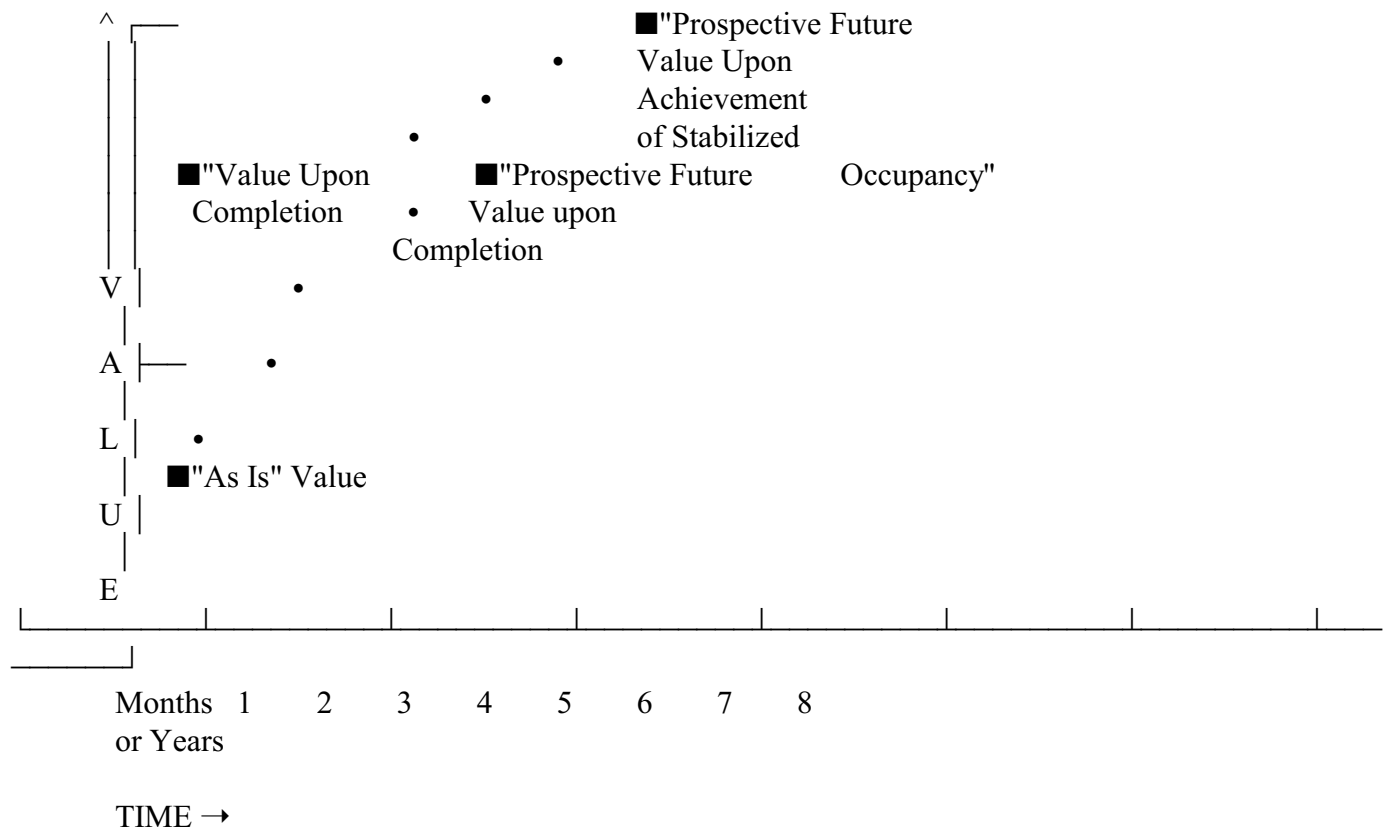
DEFINITIONS:

The following definitions are provided to assist the reader in understanding this appraisal report.

Market Value¹

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised and each acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Value Creation Continuum²

The preceding exhibit graphically displays the creation of value in a real estate development project over time, assuming a zero inflation environment for clarity of presentation.

The four time differential values on the graph which may be considered in the appraisal of proposed developments are defined as follows:

¹ Title XI, Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), [Pub. L. No. 101-73, 103 Stat. 183 (1989)], 12 U.S.C. 3310, 3331-3351, and section 5(b) of the Bank Holding Company Act, 12 U.S.C. 1844(b); Part 225, Subpart G: Appraisals; Paragraph 225.62 (f).
 Uniform Standards of Professional Appraisal Practice, 2003 Edition, Page 3
 Federal Reserve System, 12 CFR Parts 208 and 225, Sec. 225.62
 Office of the Comptroller of the Currency, 12 CFR Part 34, Sec. 34.42 (g)
 FDIC, 12 CFR Part 323, Sec. 323.2 (g) (2000)
 Office of Thrift Supervision, 12 CFR Part 564, Sec. 564.2
 NCUA, 12 CFR Part 722, Sec. 722.2

² Code of Federal Regulations, Title 12, as amended by the Federal Home Loan Bank Board.

- (1) **"As Is"** means an estimate of the market value of a property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date of appraisal.
- (2) **"Value Upon Completion"** means the market value of a property with all proposed construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value shall reflect the market value of the property as if complete and prepared for occupancy by tenants.
- (3) **"Prospective Future Value Upon Completion"** means the prospective future value of a property on the date that construction is completed, based upon market conditions forecast to exist as of that completion date.
- (4) **"Prospective Future Value Upon Achievement of Stabilized Occupancy"** means the prospective future value of a property at a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long term occupancy.

Fee Simple Estate³

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Leased Fee Interest⁴

An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease.

Leasehold Interest⁵

The interest held by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions.

Condominium⁶

A multi-unit structure or property in which persons hold fee simple title to individual units and an undivided interest in common areas.

Highest and Best Use⁷

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

...of land or a site as though vacant:

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

...of property as improved:

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

³ The Dictionary of Real Estate Appraisal, Appraisal Institute, Fourth Edition, 2002, Page 113.

⁴ Ibid., Page 161.

⁵ Ibid., Page 162.

⁶ Ibid., Page 59.

⁷ Ibid., Page 135.

EXTENT OF THE PROCESS OF COLLECTING, CONFIRMING, AND REPORTING DATA:

Preparation of this appraisal included the following:

- ▶ The subject site, improvements, and parking improvements were inspected by the appraiser, the improvements were measured, and the property was photographed. File data for similar properties was reviewed.
- ▶ The property was individually analyzed and measured on the viewing date.
- ▶ The appraiser examined the economic, social, governmental, and environmental forces affecting value in the subject neighborhood and the entire market area as a whole.
- ▶ Market forces in the neighborhood and overall market were analyzed including the supply and demand for similar properties in the market, comparable land sales, comparable improved sales, comparable rents, occupancy statistics, and overall economic data for the neighborhood and/or market area. Construction costs, accrued depreciation, and capitalization and yield rates for the market area were also researched and analyzed.
- ▶ The appraisers confirmed the data employed in this report and analyzed the results.
- ▶ The Sales Comparison Approach and Income Approach were employed as the method of deriving an opinion of value for the subject property.

IDENTIFICATION OF THE APPRAISAL REPORT FORMAT:

I have provided an **Appraisal Report**, as defined by the 2020/2021 (Extended to December 31, 2023) edition of the Uniform Standards of Professional Appraisal Practice, which is a narrative report which may contain a summary of pertinent conclusions, data, and analysis used in the report.

TERMS OF THE FINAL VALUE OPINION:

The final opinion of the current market value of the subject property, in an 'as is' condition, is expressed in terms of cash or financing terms equivalent to cash.

POLICY STATEMENT OF THE APPRAISAL INSTITUTE:

It is improper to base a conclusion or opinion of value upon the premise that the racial, ethnic, or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

Racial, religious, and ethnic factors are deemed unreliable predictors of value trends or price variance.

It is improper to base a conclusion or opinion of value, or a conclusion with respect to neighborhood trends, upon stereotyped, biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

The undersigned appraiser is not a member of the Appraisal Institute.

GENERAL ASSUMPTIONS:

1. No responsibility is assumed for the legal description provided or for matters relevant to legal or title considerations. Title to the property is assumed to be marketable unless otherwise stated. The legal description used in this report is assumed to be correct.
2. The subject property is appraised free and clear of any or all liens, leases, or encumbrances unless otherwise stated. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report.
3. No survey of the property has been made by the appraisers and no responsibility is assumed in connection with such matters. Sketches, plot plans, or illustrative material presented in this report are included only to assist the reader in visualizing the property.
4. Information and data furnished by others is usually assumed to be true, correct and reliable. When such information and data appears to be dubious and when it is critical to the appraisal, a reasonable effort has been made to verify all such information; however, no responsibility for its accuracy is assumed by the appraiser.
5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
6. It is assumed there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
7. It is assumed there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.
8. It is assumed the subject property is in compliance with all applicable zoning and land use regulations, unless a nonconformity has been stated, defined and considered in the appraisal report.
9. It is assumed all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use which the value estimate contained in this report is based.
10. It is assumed the utilization of the land and improvements is within the boundaries or property lines of the property described and there is no encroachment or trespass unless noted within the report.

EXTRAORDINARY ASSUMPTIONS:

None.

GENERAL LIMITING CONDITIONS:

1. This is an Appraisal Report which is intended to comply with the reporting requirements set forth in accordance with the 2020/2021 edition (Extended to December 31, 2023) of the Uniform Standards of Professional Appraisal Practice for a narrative Appraisal Report. As such, it includes summary discussions of the data, reasoning, and analyses used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the addenda to the report. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. Appraisers are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraisers that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraisers' descriptions and resulting comments are the result of the routine observations made during the appraisal process.
3. The subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the *Americans with Disabilities Act*. The presence of architectural and communications barriers that are structural in nature that would otherwise restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
4. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
5. Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's or firm's client, through advertising, solicitation materials, public relations, news, sales, or other media without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, or any reference to affiliation with any professional appraisal organization. Further, the appraiser or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make party aware of all the assumptions and limiting conditions of the assignment.
6. The appraisers affixing their signatures to this appraisal report will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made thereof.
7. No environmental impact studies were either requested or made in conjunction with this appraisal, and the appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation.
8. The appraiser has not been supplied with a report of the subsoil conditions indicating the exact capacity of the subsoil. We do not have the benefit of subsoil test results of the properties and detection of possible soil defects would be beyond our realm of expertise. However, there appear to be no hidden or apparent conditions of the subject sites or subsoil structures which would render them more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
9. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Assumptions, Special Assumptions, General Limiting Conditions, and Special Limiting Conditions.

EXTRAORDINARY LIMITING CONDITIONS:

None.

CERTIFICATION:

I certify, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property which is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property which is the subject of this report or to the parties involved with this assignment.
5. The engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. Both Thomas A. Marr, CERT GEN RZ 2645 and Samuel M. Davenport, Trainee RI 25257 have made a personal viewing of the property that is the subject of this report.
9. Trainee RI 25257, Samuel M. Davenport, provided significant real property appraisal assistance to the persons signing this report.
10. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

The opinion of market value 'as improved' of the 100% fee simple ownership interest in the subject property, as of the viewing date, of 9/5/2023 is:

TWO MILLION SIX HUNDRED THOUSAND DOLLARS
\$2,600,000

Respectfully submitted,



Thomas A. Marr
State-Certified General Real Estate Appraiser № RZ 2645 (FL)

DESCRIPTION OF REAL ESTATE APPRAISEDSITE**Ownership:**

The subject parcel is currently owned by Retail Partners Santa LLC per ORB 3279/1208.

See the following warranty deed from public records:

FILE #3106233 RCD: 12/12/2016 8:45 AM, BK: 3279 PG: 1208, RECORDING: \$19.50 RECORDING ARTICLE V: \$16.00 D Doc Stmp: \$9,135.00 DEPUTY CLERK ASECRIST JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA	
4 3350	RETURN TO: FIDELITY NATIONAL TITLE ATTN: SUE ROBINSON 5690 W. Cypress Street, Suite A Tampa, FL 33607 File No. <u>16-33210</u>
Prepared by: Elizabeth Smith, Esq. Goldberg Weprin Finkel Goldstein LLP 1501 Broadway, 22nd Floor New York, New York 10036	
<u>Special Warranty Deed</u>	
THIS SPECIAL WARRANTY DEED, made and executed as of the <u>9th</u> day of December, 2016, by SRM-SPE, LLC, a Delaware limited liability company, whose office address is c/o Radiant Partners LLC, 145 West 45th Street, 10th Floor, New York, New York 10036 (hereinafter referred to as the "Grantor") to RETAIL PARTNERS SANTA, LLC, Tennessee limited liability company, whose mailing address is 209 29th Avenue, Suite 150, Nashville, Tennessee 37203 (hereinafter referred to as the "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, partnerships, public bodies and quasi-public bodies).	
<u>WITNESSETH:</u>	
THAT the Grantor, for and in consideration of the sum of TEN AND NO/00 DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situated in Okaloosa County, Florida and more particularly described in <u>Exhibit "A"</u> attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").	
TOGETHER with all of the Grantor's interest in and to all licenses, approvals, tenements, hereditaments and appurtenances belonging or in anywise appertaining to the Property	
SUBJECT TO:	
1. All easements, conditions, covenants, restrictions, reservations, limitations and agreements of record, provided that this instrument shall not reimpose same. 2. Real estate taxes for the year 2017 and all subsequent years. 3. Existing applicable governmental building and zoning ordinances and other governmental regulations.	

BK: 3279 PG: 1209

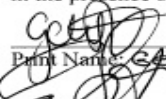
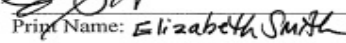
4. Permitted Encumbrances listed in Exhibit "B" attached hereto and made a part hereof.

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

AND the Grantor does hereby covenant with the Grantee, as against all persons lawfully claiming by, through, or under the Grantor, that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; the Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, except as to claims arising under the Permitted Encumbrances set forth in Exhibit "B".

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its property officers or representatives thereunto duly authorized, as of the day and year first above written.

Signed sealed and delivered
in the presence of:

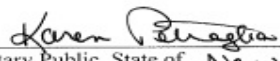

Print Name: Greta Chester

Print Name: Elizabeth Smith

SRM-SPE, LLC, a Delaware limited
liability company

By: 
Name: Daniel P. Friedman
Title: President

STATE OF NEW YORK)
SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 6th day of December, 2016, by Daniel P. Friedman as the president of SRM-SPE, LLC, a Delaware limited liability company, who is personally known to me or has produced a driver's license as identification.


Notary Public, State of New York
Print Name: Karen Petraglia
Commission Expires: 2/11/17



KAREN L. PETRAGLIA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6277661
Qualified in Queens County
My Commission Expires March 11, 2017

BK: 3279 PG: 1210**EXHIBIT "A"**

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST ¼ OF SECTION 16, T-2-S, R-24-W, AND THE WESTERLY R/W OF STATE ROAD #189 (MARY ESTHER CUT-OFF); THENCE N-12°01'20"-E ALONG SAID WESTERLY R/W A DISTANCE OF 441.79 FEET; THENCE N-89°58'53"-W ALONG SAID R/W A DISTANCE OF 12.27 FEET; THENCE N-12°01'20"-E, A DISTANCE OF 344.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N-12°01'20"-E, ALONG THE AFORESAID WESTERLY R/W OF STATE ROAD #189 (MARY ESTHER CUT-OFF), A DISTANCE OF 250.50 FEET; THENCE N-32°58'40"-W ALONG SAID R/W A DISTANCE OF 55.15 FEET; THENCE N-77°58'40"-W A DISTANCE OF 99.00 FEET; THENCE S-12°01'20"-W A DISTANCE OF 328.49 FEET; THENCE S-77°58'40"-E A DISTANCE OF 99.00 FEET TO THE AFORESAID R/W OF STATE ROAD #189; THENCE N-57°01'20"-E ALONG SAID R/W A DISTANCE OF 55.15 FEET TO THE POINT OF BEGINNING.

BEARINGS BASED ON BEARING OF N-12°01'20"-E ALONG THE WESTERLY R/W OF STATE ROAD #189. ALL LYING AND BEING IN SECTION 16, T-2-S, R-24-W, OKALOOSA COUNTY, FLORIDA.

EXHIBIT "B"

1. Easement granted to James W. Wilson, Jr., Robert E. Lowder, James K. Lewder and Thomas H. Lowder by Valparaiso Bank and Trust Company, dated January 28, 1975 and recorded in Official Records Book 784, Page 258 as affected by license for Use of Easement, by the State of California Public Employees Retirement System, to the Eglin Federal Credit Union, dated March 4, 1994 and recorded March 11, 1994 in Official Records Book 1819, Page 1804, as affected by Corrective License for Use of Easement, by the State of California Public Employees Retirement System, to the Eglin Federal Credit Union, a Federally Chartered Credit Union, dated March 4, 1994 and recorded April 18, 1994 in Official Records Book 1828, Page 1629.
2. Amended and Restated Construction, Operating and Reciprocal Easement Agreement dated July 10, 1985, recorded July 16, 1985, in Official Records Book 1300, Page 1765, as affected by Assignment of Core Agreement and Related Documents dated February 25, 1987, recorded February 27, 1987, in Official Records 1387, Page 1441, Public Records of Okaloosa County, Florida.
3. Underground Easement for Electric Service granted to Gulf Power Company, a corporation by Santa Rosa Mall Venture, a general partnership, recorded September 16, 1976 in Official Records Book 867, Page 541.
4. Easement for ingress and egress contained in the Limited Warranty Deed between Santa Rosa Mall Venture, a Florida general partnership, and Mercantile Properties, Inc., a Delaware corporation, dated July 10, 1985, recorded July 16, 1985, in Official Records Book 1300, Page 1747.
5. Easement Agreement granted to State of California Public Employees' Retirement System by James W. Wilson, Jr., dated February 25, 1987 and recorded February 27, 1987 in Official Records Book 1387, Page 1433, as modified by that certain Termination and Modification of Easement Agreement recorded August 10, 2007 in Official Records Book 2801, Page 1409, and corrected by that certain Correction Termination and Modification of Easement Agreement recorded July 23, 2008 in Official Records Book 2851, Page 3091.
6. Rights of J.C. Penney Corporation, Inc. a Delaware corporation f/k/a J.C. Penney Company, Inc., derived from that certain unrecorded Lease dated November 15, 1974 and being evidenced by Memorandum of Lease recorded February 18, 1975 in O.R. Book 786, Page 573; and as subsequently amended and/or supplemented by instruments recorded in O.R. Book 791, Page 147; O.R. Book 862, Page 134; O.R. Book 896, Page 109; O.R. Book 1252, Page 971, and lastly amended by Memorandum of Lease Extension Agreement recorded April 10, 2013 in O.R. Book 3089, Page 3546, Public Records.
7. Rights of Panerra, LLC, a Delaware limited liability company, derived from that certain unrecorded lease dated May 10, 2007 and being evidenced by Memorandum of Lease recorded June 5, 2007 in O.R. Book 2788, Page 1509, as subsequently affected by Pad Sites Restrictions Agreement recorded October 18, 2016 in O.R. Book 3271, Page 3577, Public Records.
8. Rights of Starbucks Corporation, a Washington corporation, derived from that certain unrecorded Ground Lease dated September 28, 2006 and being evidenced by a Memorandum of Lease recorded May 15, 2008 in O.R. Book 2841, Page 2971 and as subsequently affected by the Pad Sites Restrictions Agreement recorded October 18, 2016 in O.R. Book 3271, Page 3577, Public Records.
9. Pad Sites Restrictions Agreement Recorded October 18, 2016 in O.R. Book 3271, Page 3577, Public Records.

Location Description:

The subject consists of a metes and bounds legal description parcel, located in urban Mary Esther, Florida 32569, governed by the city of Mary Esther.

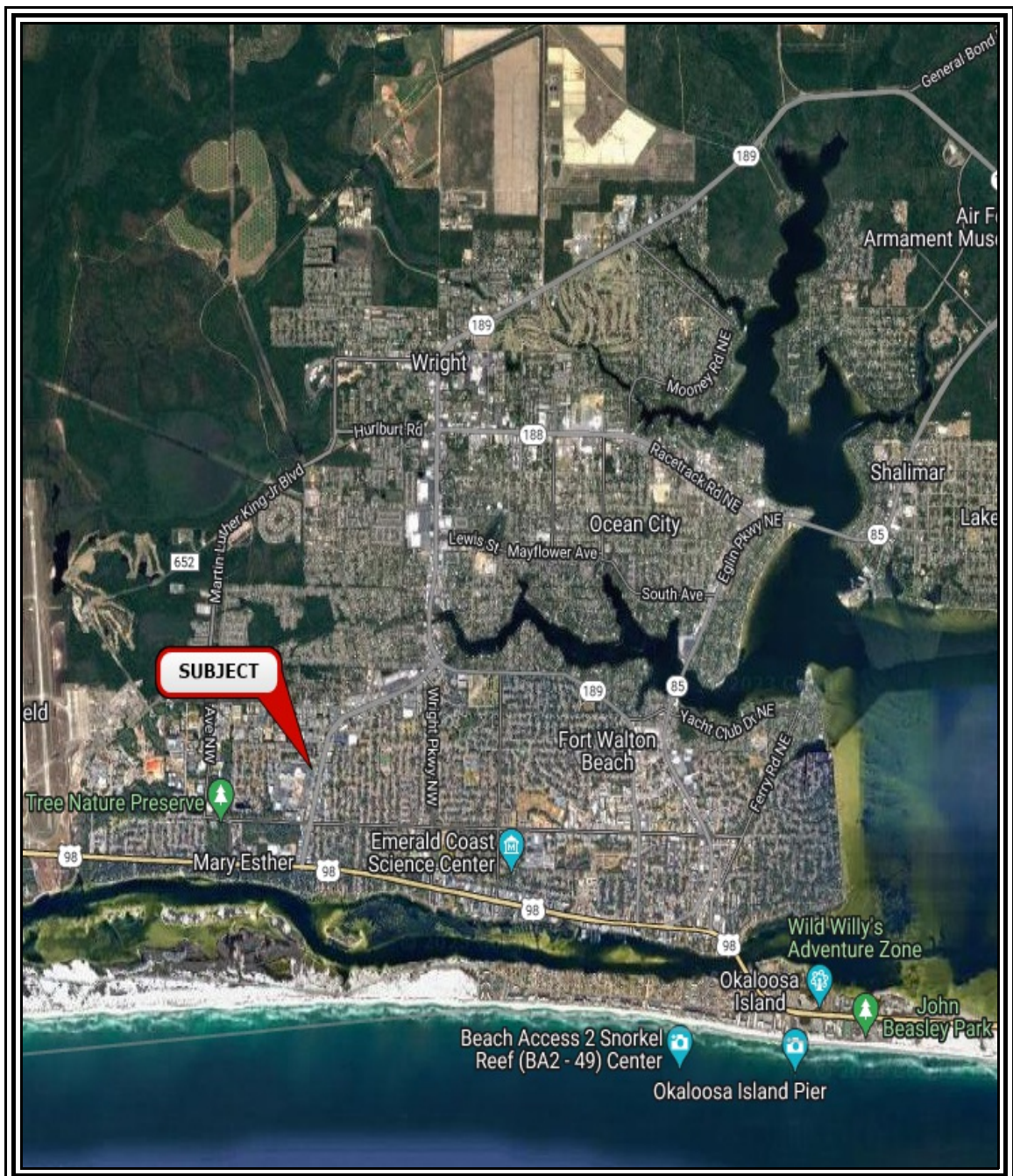
The subject is sited on the west side of Mary Esther Boulevard, an approximate 800 feet north of the Mary Esther Boulevard and Hollywood Boulevard intersection.

This location is an out parcel of the Santa Rosa Mall.

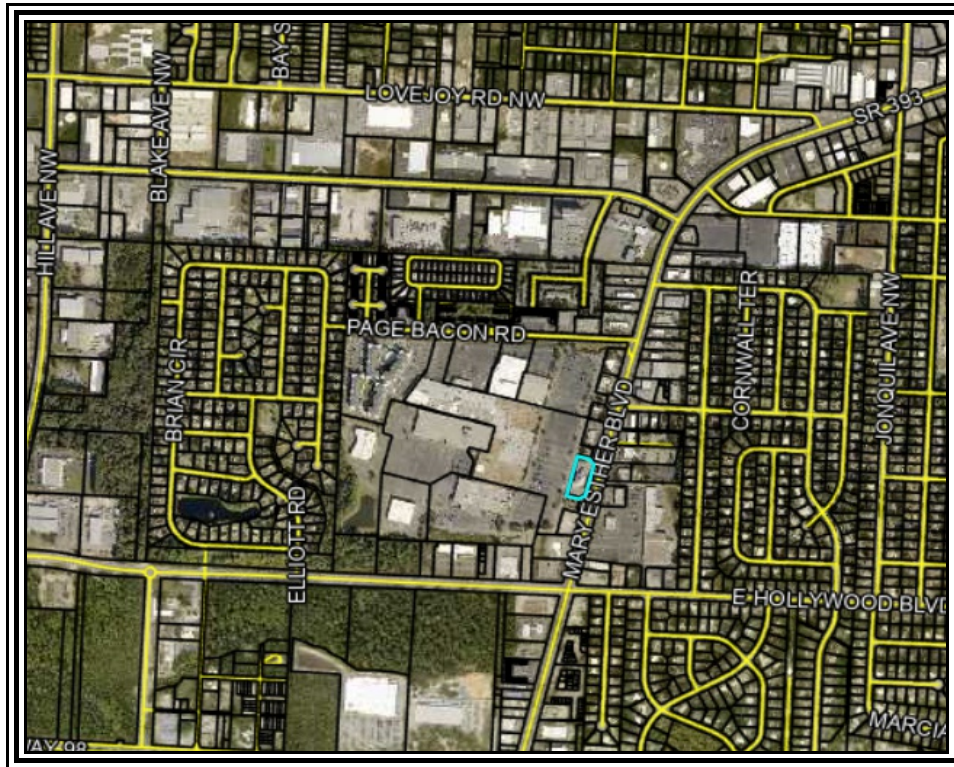
This is an area with mixed, mature development consisting of residential use on the interior as well as high intensity commercial use on the arterials.

This is a good area in the Fort Walton Beach market.

The following map provides a wide view of the subject in the greater Fort Walton Beach/Mary Esther/Shalimar market.



The following map provides the reader a more local view of the subject with its frontage on Mary Esther Boulevard.



The following map provides a close up of the subject location.



Size/Shape:

The subject site is a single parcel.

The subject site is an approximate 1.01 acres.

The dimensions are described below.

Dimensions and Frontages

099.00 feet on the north side,
055.15 feet on the north east side,
250.50 feet on the east side; fronting Mary Esther Boulevard,
055.15 feet on the south east side,
099.00 feet on the south side, and
328.49 feet on the west side.



Topography:

The soil appears to be Urban land with no evidence of subsurface muck or flooding and is depicted as level or 0% to 5% slopes in the *Soil Survey*⁸. Most of the subject parcel is covered by the improvement, paved parking and drives and good landscaping islands.

The subject is generally level.

Drainage appears adequate. There is a storm water retention swale along Mary Esther Boulevard on the east side of the improvement.

See the following contour map obtained from the Okaloosa County GIS Mapping program.



⁸Soil Conservation Service, United States Department of Agriculture, *Soil Survey of Okaloosa County, Florida*.

Easements/Encroachments:

I have not been furnished a copy of any survey of the subject property.

A physical viewing did not reflect any encroachments or easements. My inspection did not reveal any visible signs of encroachment or easement. **However, there is a deed restriction noted in Exhibit "B" in the warranty deed restricting the sale of coffee on the subject, identified as a "pad site". I have enclosed this nine (9) page document on the immediate pages following this page. I would suggest that the client have the city attorney review the warranty deed, especially Exhibit "B".**

This appraisal assumes no other easements or encroachments that would adversely affect the value of the subject property.

Utilities:

<i>Utility</i>	<i>Provider</i>	<i>Utility</i>	<i>Provider</i>
Electricity	Florida Power and Light	Storm Water Drainage	Okaloosa County
Water and Sewer	Mary Esther	Fire Department	Okaloosa County
Natural Gas	Okaloosa Gas	Police Department	Okaloosa County
Telephone	Cox Cable	Refuse Removal	By contract
Cable Television	Cox Cable		

Ingress/Egress:

Vehicular ingress/egress is available from Mary Esther Boulevard as well as from the interior from the Santa Rosa Mall.

Mary Esther Boulevard is a major arterial in the market, beginning with a "T" intersection with U. S. Highway 98 (Miracle Strip Parkway) to the south and terminating in another "T" intersection with U. S. Highway 89 (Beal Parkway) to the north.

Parking at the site appears to be adequate as there are an approximate fifteen (15) parking spaces on the south side of the improvement and another approximate seven (7) parking spaces on the north side. In addition, there is substantial mall parking to the west.

Access and egress is typical of most locations in the market.

PAD SITE RESTRICTION AGREEMENT

FILE #3096768 RCD: 10/18/2016 3:17 PM, BK: 3271 PG: 3577, RECORDING: \$42.00 RECORDING ARTICLE V: \$36.00
DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

Return to Brooke McCranie
Chicago Title Insurance Company
5690 W Cypress St., Ste A
Tampa, FL 33607
File # 596 860.3

**PREPARED BY AND UPON
RECORDING RETURN TO:**
The Law Offices of Nancy Schiavone
3656 West Fullerton Avenue
First Floor
Chicago, Illinois 60647
Attention: Nancy Schiavone, Esq.

PAD SITES RESTRICTIONS AGREEMENT

THIS PAD SITE RESTRICTIONS AGREEMENT (this "Agreement"), entered into as of the 14 day of OCTOBER, 2016, between SRM-SPE, LLC, a Delaware limited liability company ("Seller"), and MAZLEHURST, LLC, a Georgia limited liability company ("Buyer").

WITNESSETH:

WHEREAS, simultaneously with the recording of this Agreement, Seller is conveying to Buyer that certain real property, containing approximately 0.3993 acres located in the City of Mary Esther, Okaloosa County, Florida, and legally described on Exhibit "A" attached hereto and made a part hereof (the "Outparcel"); and

WHEREAS, as evidenced by that certain Memorandum of the Starbucks Ground Lease recorded in Official Records Book 2841, Page 2971 (the "Starbucks MOL"), Starbucks Corporation, a Washington corporation, has a ground lease interest in and to the Outparcel (the "Starbucks Ground Lease"); and

WHEREAS, Seller is the owner of those certain pad sites located in the City of Mary Esther, Okaloosa County, Florida and legally described on Exhibit "B" attached hereto and made a part hereof (the "Pad Sites") which Pad Sites are located along the perimeter of the regional shopping center commonly known as "Santa Rosa Mall"; and

WHEREAS, as further evidenced by the Starbucks MOL, Starbucks has an exclusive, subject to the terms and conditions of the Starbucks Ground Lease, which encumbers the Pad Sites; and

BK: 3271 PG: 3578

WHEREAS, as part of the consideration from Seller to Buyer in connection with the sale of the Outparcel, Seller has agreed that the Pad Sites shall be subject to the restrictions set forth in this Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees that the Pad Sites are subject to the following restriction use:

1. **Pad Sites Restricted Use.** As evidenced by the Starbucks MOL, Starbucks has a ground lease interest in and to the Outparcel and Starbucks has an exclusive, subject to the terms and conditions of the Starbucks Ground Lease, which encumbers the Pad Sites. The Owners of the Pad Sites covenant with Owner of the Outparcel that their respective Pad Sites shall not be used or allowed to be used by any person or entity for the sale of (a) freshly ground and whole coffee beans, (b) espresso, espresso-based and coffee-based drinks, or (c) gourmet brand-identified brewed coffee. Notwithstanding anything herein to the contrary (i) full service, sit-down restaurants serving a complete dinner menu located on the Pad Sites, respectively, may sell brewed coffee or hot espresso drinks for on-premises consumption only; and (ii) occupants of the Pad Sites, respectively, may sell the items set forth in this Section 1 on an incidental basis. For purposes of this Section 1, "incidental basis" shall mean that the total number of square feet devoted to the display for the sale of the items described in this Section 1 will not exceed five percent (5%) of the total square feet of the floor area comprising such premises on the respective Pad Site.

Notwithstanding anything to the contrary set forth herein, if at any time Starbucks Corporation ceases to sell an item set out in this Section 1 (a), (b) or (c) for a consecutive one hundred eighty (180) day period and such failure is not due to force majeure, casualty, inventory, the acts or omissions of the Owners of the Pad Site, respectively, or reasons otherwise outside of Starbucks Corporation's control, the exclusive right to sell such item provided in this Section 1 will be terminated thirty (30) days after written notice from the Owner of the Pad Site, respectively, to the Owner of the Outparcel of such termination unless the Owner of the Outparcel notifies the applicable Owner of the Pad Site within such thirty (30) day period that Starbucks Corporation is re-selling the item.

2. **Duration.** This Agreement shall terminate on the earlier to occur of (a) the date of the expiration or earlier termination of the Starbucks Ground Lease; or (b) the date that the Starbucks Ground Lease is transferred, other than a transfer by Starbucks Corporation to (i) a parent, subsidiary, affiliate, division or corporation controlling, controlled by or under common control with Starbucks Corporation; (ii) a successor corporation related to Starbucks Corporation by merger, consolidation, reorganization or government action; (iii) a party that acquires Starbucks Corporation's leasehold interest in the Outparcel, provided that, such party operates a lawful retail or restaurant use (the "2(b)(iii) Entity") and Starbucks Corporation remains financially liable under the Starbucks Ground Lease following an assignment or sublease to the 2(b)(iii) Entity; or (iv) a third party unrelated to Starbucks Corporation which is a regional coffee retailer operating at least the same number of coffee retail outlets as Starbucks Corporation in Fort Walton Beach, Florida metropolitan area on September 28, 2006.

3. **Notices.** Any and all notices required or permitted hereunder shall be in writing and shall be delivered (a) by United States Mail and sent postage prepaid certified mail, return receipt requested or (b) overnight commercial courier delivery service (such as FedEx) providing confirmation of delivery, and

directed to the other party at its address set forth below, or at such other address within the continental United States as any party may hereafter designate by similar notice to the other:

OWNERS OF THE PAD SITE:

SRM-SPE, LLC,
c/o Radiant Partners, LLC
145 West 45th Street, 10th Floor
New York, New York 10036
Attention: Mr. Daniel Friedman

OWNER OF THE OUTPARCEL:

MAZLEHURST, LLC
1100 Abernathy Road, N.E.
Bldg. 500, Suite 600
Atlanta, Georgia 30328
Attention: Mr. Brian Munn

Notices shall be deemed to have been given upon deposit in the United States Mail as aforesaid or upon receipt of such overnight commercial courier delivery service. Each party hereto shall have the right to change its foregoing address for notice by written notice to the other party to such effect at least ten (10) days prior to the effective date of such change. Further, upon conveyance of the Pad Sites, the Owners of the Pad Sites shall have the right to designate notice addresses for each respective Pad Site by written notice to the other party to such effect at least ten (10) days prior to the effective date of such change.

4. **Binding Effect.** The restrictions contained herein shall be effective as of the date hereof, shall run with the Pad Sites burdened thereby, shall be binding upon the respective Owners of the Pad Sites, as applicable, and their respective successors and assigns, and shall inure to the benefit of the Owner of the Outparcel, and its successors and assigns.

5. **Owners.**

A. The defined term "Owner of the Outparcel" as used in this Agreement shall mean Buyer, or its successors in interest as shown by the official records of the Office of the Clerk of Okaloosa County, Florida, as of the date of the exercise of powers or rights or the performance of its obligations created by this Agreement. In the event of the transfer or conveyance of the Outparcel by the Owner of the Outparcel, without retaining any beneficial interest other than under the terms of a deed of trust or mortgage or without simultaneously acquiring a new interest by way of leasehold, life estate or other possessory interest, then the powers conferred upon such Owner of the Outparcel shall be deemed assigned, transferred or conveyed and the obligations assumed with its interest in the Outparcel.

B. The defined term "Owner of the Pad Site" as used in this Agreement shall mean the Seller, or its successors in interest as shown by the official records of the Office of the Clerk of Okaloosa County, Florida, as of the date of the exercise of powers or rights or the performance of its obligations created by this Agreement. In the event of the transfer or conveyance of a Pad Site by the respective Owner of the Pad Site, without retaining any beneficial interest other than under the terms of a deed of trust or mortgage or without simultaneously acquiring a new interest by way of leasehold, life estate or other possessory interest, then the powers conferred upon such Owner of the Pad Site shall be deemed assigned, transferred or conveyed and the obligations assumed with its interest in such Pad Site. Each Owner of the Pad Site shall have several liability for the obligations pertaining to its respective Pad Site and, notwithstanding anything to the contrary contained herein, there shall be no joint liability between and among any Owner of the Pad Site.

BK: 3271 PG: 3580

6. **Governing Law.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida.

7. **Remedies.** If an Owner of the Pad Site breaches any provision of this Agreement, then the Owner of the Outparcel may institute legal action against the defaulting Owner of the Pad Site for specific performance, injunction, declaratory relief, damages, or any other remedy provided by law. All remedies at law shall be cumulative and not inclusive. As used herein, any reference to rights or remedies "at law" or "under applicable law" shall also include any rights or remedies "in equity". In the event of any violation by an Owner of the Pad Site, its tenants or occupants of the applicable Pad Site, of any of the terms, covenants, and restrictions herein contained, in addition to any other remedies provided for in this Agreement, the Owner of the Outparcel shall have the right to enjoin such violation and to bring an action for declaratory relief in a court of competent jurisdiction. The rights set forth in this Section 7 shall extend to Starbucks Corporation, as tenant under the Starbucks Ground Lease, in the event of a violation of the restrictive covenant set forth in Section 1 of this Agreement.

8. **Estoppel Certificate.** The Owner of the Outparcel hereby covenants that, within thirty (30) days after the written request of any Owner of the Pad Site, the Owner of the Outparcel will issue to such requesting Owner of the Pad Site or to any prospective Mortgagee or purchaser of such Owner of the Pad Site an estoppel certificate stating: (a) whether the Owner of the Outparcel knows of any default under this Agreement and if there are known defaults specifying the nature thereof; and (b) whether to the knowledge of the Owner of the Outparcel this Agreement as of that date is in full force and effect. Each Owner of the Pad Site hereby severally covenants that, within thirty (30) days after the written request of the Owner of the Outparcel, such Owner of the Pad Site so requested will issue to the Owner of the Outparcel or to any prospective Mortgagee or purchaser of the Owner of the Outparcel an estoppel certificate stating: (a) whether the Owner of the Pad Site to whom the request has been directed knows of any default under this Agreement and if there are known defaults specifying the nature thereof; and (b) whether to the knowledge of such Owner of the Pad Site this Agreement as of that date is in full force and effect.

9. **Amendment.** This Agreement may be amended only by the written agreement of parties hereto, or their respective successors or assigns.

10. **Invalidity.** If any term, covenant or restriction herein shall be invalid or unenforceable, the remainder shall not be affected thereby, and each term, covenant and restriction shall be valid and enforceable to the fullest extent permitted by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BK: 3271 PG: 3582

IN WITNESS WHEREOF, Buyer has executed this Agreement as of the date first above written.

WITNESSES:

By: Phillipa McClure
Name: Phillipa McClure

By: Robert Phister
Name: Robert Phister

BUYER:

MAZLEHURST, LLC,
a Georgia limited liability company

By: Brian Munn
Name: Brian Munn
Title: Managing Member

STATE OF Georgia)
COUNTY OF Forsyth)SS.

On this the 12 day of October, 2016, before me, a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments, personally appeared BRIAN MUNN to me known and known to me to be a Managing Member of MAZLEHURST, LLC, a Georgia limited liability company, one of the companies described in the foregoing instrument, and acknowledged that as such officer, being authorized so to do, he executed the foregoing instrument on behalf of said company by subscribing the name of such company by himself as such officer, as his free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 6/2/2018



Michele Johnson
Notary Public

BK: 3271 PG: 3583

EXHIBIT "A"

**OUTPARCEL
LEGAL DESCRIPTION**

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST ¼ OF SECTION 16, T-2-S, R-24-W, AND THE WESTERLY RIGHT-OF-WAY OF STATE ROAD #189 (MARY ESTHER CUT-OFF); THENCE N-12°01'20"-E ALONG SAID WESTERLY R/W OF STATE ROAD #189 A DISTANCE OF 441.79 FT.; THENCE N-89°58'53"-W ALONG SAID R/W A DISTANCE OF 12.27 FT.; THENCE N-12°01'20"-E ALONG SAID R/W A DISTANCE OF 938.99 FT. TO THE P.O.B.; THENCE N-77°58'40"-W A DISTANCE OF 132.60 FT.; THENCE N-77°55'40"-W A DISTANCE OF 5.40 FEET; THENCE N-12°01'20"-E A DISTANCE OF 131.56 FT.; THENCE S-77°58'40"-E A DISTANCE OF 99.00 FT. TO A POINT ON THE AFORESAID WESTERLY RIGHT-OF-WAY; THENCE S-32°58'40"-E ALONG SAID R/W A DISTANCE OF 55.15 FT.; THENCE S-12°01'20"-W ALONG SAID R/W A DISTANCE OF 92.57 FT. TO THE P.O.B. SAID TRACT CONTAINS 0.3993 ACRES MORE OR LESS.

BEARINGS BASED ON BEARING OF N-12°01'20"-E ALONG THE WESTERLY R/W OF MARY ESTHER CUT-OFF (S.R. #189). ALL LYING AND BEING IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA

A-1

BK: 3271 PG: 3584

EXHIBIT "B"**PAD SITES
LEGAL DESCRIPTION****FORMER VANGUARD BANK PARCEL**

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 16, T-2-S, R-24-W, AND THE WESTERLY R/W OF STATE ROAD #189 (MARY ESTHER CUT-OFF); THENCE N-12°01'20"-E ALONG SAID WESTERLY R/W A DISTANCE OF 441.79 FT.; THENCE N-89°58'53"-W ALONG SAID R/W A DISTANCE OF 12.27 FT.; THENCE N-12°01'20"-E A DISTANCE OF 344.92 FT. TO THE P.O.B.; THENCE CONTINUE N-12°01'20"-E, ALONG THE AFORESAID WESTERLY R/W OF STATE ROAD #189 (MARY ESTHER CUT-OFF), A DISTANCE OF 250.50 FT.; THENCE N-32°58'40"-W ALONG SAID R/W A DISTANCE OF 55.15 FT.; THENCE N-77°58'40"-W A DISTANCE OF 99.0 FT.; THENCE S-12°01'20"-W A DISTANCE OF 328.49 FT.; THENCE S-77°58'40"-E A DISTANCE OF 99.0 FT. TO THE AFORESAID R/W OF STATE ROAD #189; THENCE N-57°01'20"-E ALONG SAID R/W A DISTANCE OF 55.15 FT. TO THE P.O.B.. CONTAINS 1.01 ACRES MORE OR LESS. BEARINGS BASED ON BEARING OF N-12°01'20"-E ALONG THE WESTERLY R/W OF STATE ROAD #189. ALL LYING AND BEING IN SECTION 16, T-2-S, R-24-W, OKALOOSA COUNTY, FLORIDA.

FORMER AMSOUTH BANK PARCEL

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 16, T-2-S, R-24-W, AND THE WESTERLY R/W OF STATE ROAD #189 (MARY ESTHER CUT-OFF); THENCE N-12°01'20"-E ALONG SAID WESTERLY R/W A DISTANCE OF 441.79 FT.; THENCE N-89°58'53"-W ALONG SAID R/W A DISTANCE OF 12.27 FT.; THENCE N-12°01'20"-E A DISTANCE OF 1320.62 FT. TO THE P.O.B.; THENCE CONTINUE N-12°01'20"-E, ALONG THE AFORESAID WESTERLY R/W OF STATE ROAD #189 (MARY ESTHER CUT-OFF), A DISTANCE OF 229.50 FT.; THENCE S-89°57'21"-W A DISTANCE OF 141.12 FT.; THENCE S-12°01'20"-W A DISTANCE OF 200.00 FT.; THENCE S-77°58'40"-E A DISTANCE OF 138.00 FT. TO THE P.O.B.. CONTAINS 0.68 ACRES MORE OR LESS. BEARINGS BASED ON BEARING OF N-12°01'20"-E ALONG THE WESTERLY R/W OF STATE ROAD #189. ALL LYING AND BEING IN SECTION 16, T-2-S, R-24-W, OKALOOSA COUNTY, FLORIDA.

FORMER APPLEBEE'S RESTAURANT PARCEL

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 16, T-2-S, R-24-W, AND THE WESTERLY R/W OF STATE ROAD #189 (MARY ESTHER CUT-OFF); THENCE N-12°01'20"-E ALONG SAID WESTERLY R/W A DISTANCE OF 441.79 FT.; THENCE N-89°58'53"-W ALONG SAID R/W A DISTANCE OF

B-1

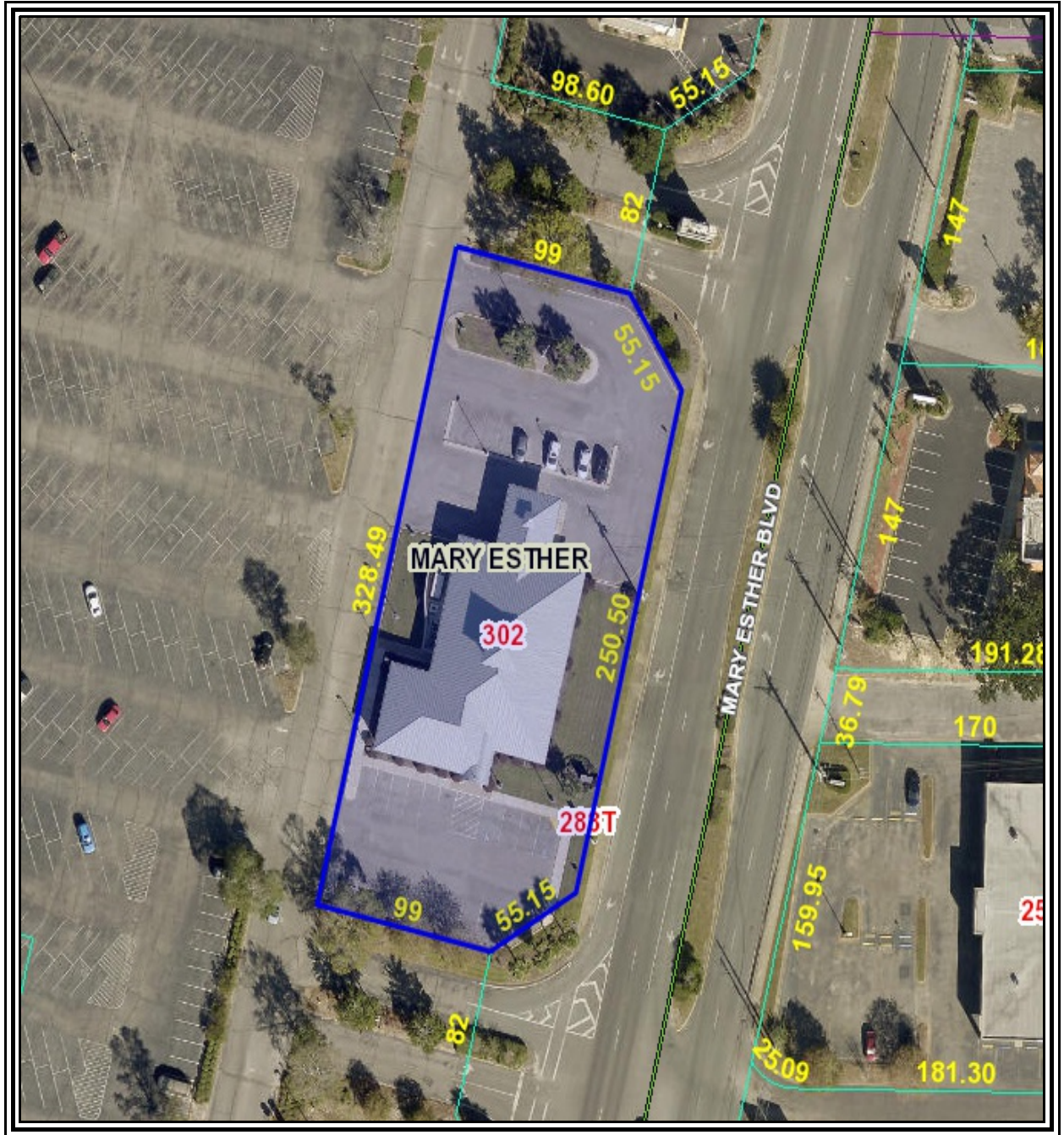
Flood Risk:

<i>FEMA Map Panel</i>	<i>Map Area</i>	<i>Dated</i>	<i>Flood Zone</i>
12091C 0442 J	Okaloosa County	12-9-2021	'X'

The subject is located entirely in a Flood Zone "X".

Any final determination of flood zone status should only be made by an adequately insured, licensed Florida Surveyor utilizing the latest FEMA Panels.





Zoning and Concurrency

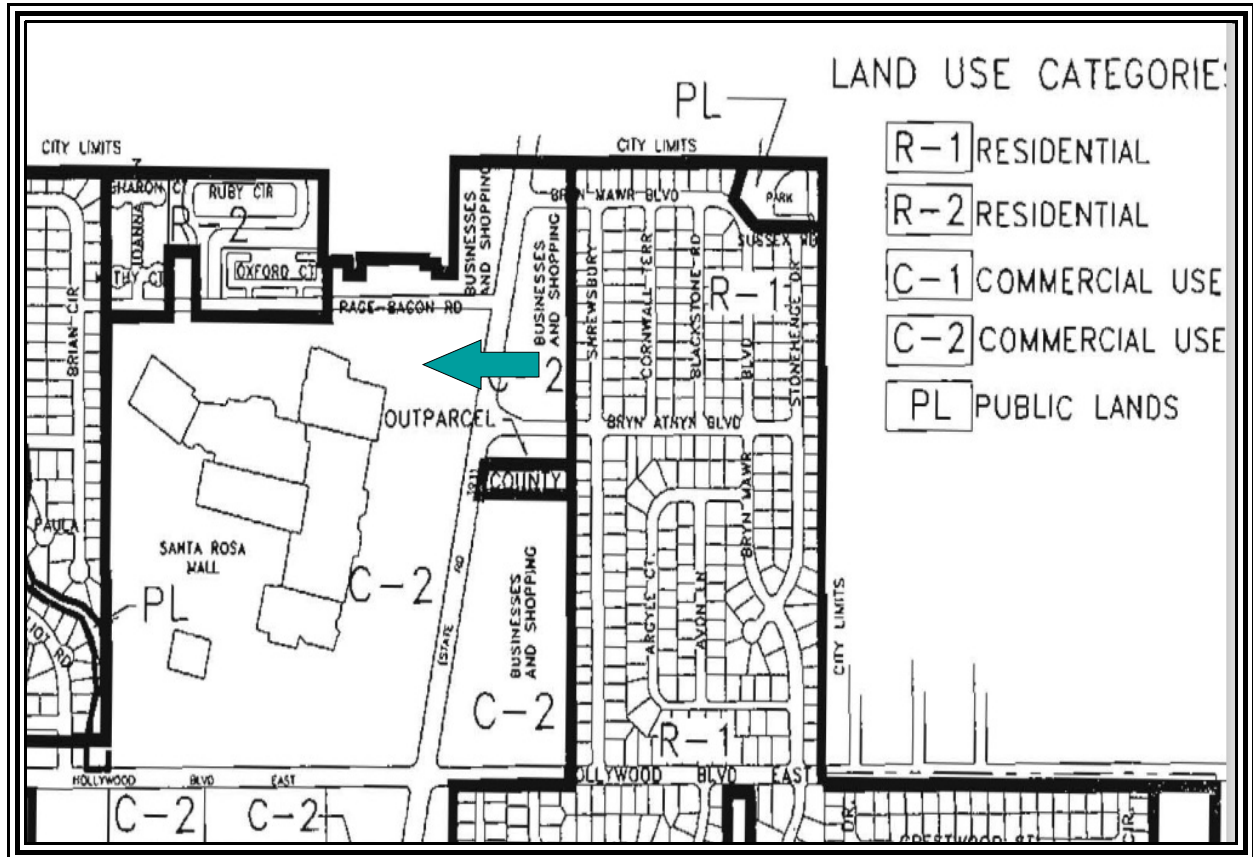
The zoning map for the city of Mary Esther indicates the subject parcel is zoned Commercial (C2).

The green arrow depicts the general subject location.

This zoning designation is flexible as it allows low and high intensity development.

The existing use is legally permissible.

See the following zoning map obtained from the on line city of Mary Esther zoning map.



Site Improvements:

Site improvements include water and sewer taps, good landscaping, and adequate paved parking spaces.

Structural Improvements:**Size:**

The subject consists of a single improved concrete block with stucco improvement of 7,222 HVAC SF, with a metal roof. It features a large, covered drive thru portico on the north side of the improvement.

The interior is that of a bank building and is considered as Class "A" office space.

The Class "A" status of the subject is the ten foot ceilings with high quality acoustic tile, some wood accent ceilings, travertene flooring with a small amount of high quality carpet, solid wood doors and travertene accents in both rest rooms.

Upon entering on the south side, one encounters a large open area where the bank probably had service counters for patrons to prepare their banking transaction as well as seating for customers. I will refer to this area as a lobby. Beyond the lobby is the teller area which is a long service counter. To the left and left rear (west side facing mall) of the lobby are offices, followed by two rest rooms and terminating in the NW corner of the improvement in an employee break room. To the right and right rear of the lobby (facing Mary Esther Boulevard), are offices, followed by a vault area and then followed by offices and an administrative area on the north east side of the improvement. In the north/center is the area where tellers service customers using the drive thru lanes.

Construction Quality:

The quality of construction for the subject property is estimated to have been good to superior for the subject property. Details of construction are summarized below.

Construction Component Details	
<i>Foundation</i>	Reinforced concrete
<i>Exterior walls</i>	Concrete Block with stucco
<i>Roof</i>	Sloped Metal
<i>Trim</i>	Wood, paint.
<i>Windows</i>	Aluminum Double Pane
<i>Exterior doors</i>	Insulated Metal.
<i>Gutters</i>	Metal
<i>Insulation</i>	Unknown but probable R19 or R19 vinyl-backed in walls and ceiling
<i>HVAC</i>	Self-Contained Units
<i>Ceiling</i>	Dropped acoustical tile 2' by 2' at a ceiling height of 10 feet.
<i>Interior Walls</i>	Sheet rock and plaster on interior walls, finished with paint.
<i>Interior flooring</i>	Travertene and high quality carpet.
<i>Interior doors</i>	Solid Wood
<i>Restrooms</i>	Two
<i>Other</i>	Large break room.

Condition of Improvements:

The current condition of the improvements is good.

Age of Improvements:

The subject was constructed in 1978 and the actual age is 45 years.

However, it appears there has been significant renovation or remodeling of the improvements.

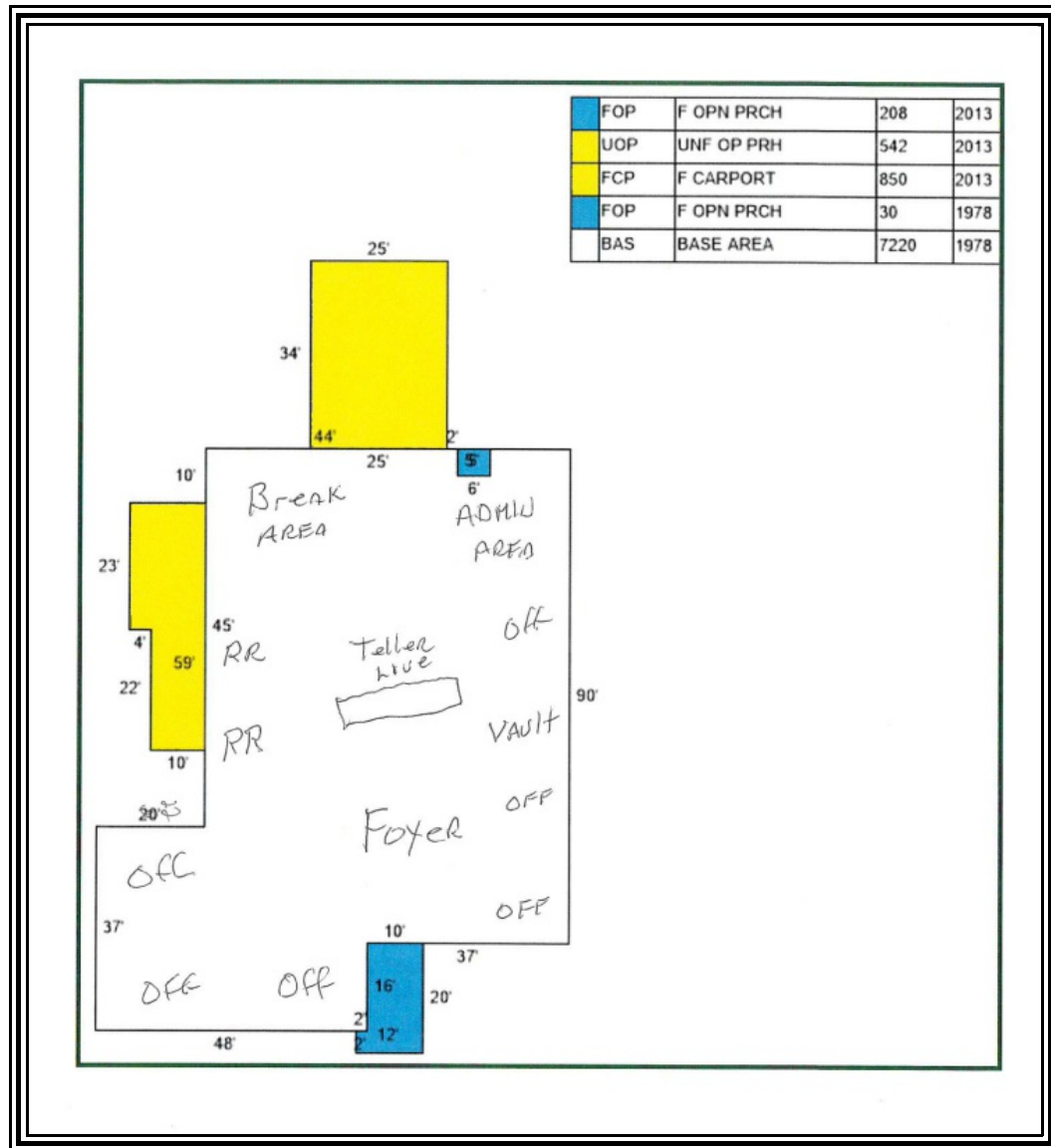
The Okaloosa County Property Appraiser indicates an effective year built of 1998.

These improvements lower effective age.

I consider the effective age to be 25 years.

Actual Age of improvements:	45 years
Estimated Effective Age of Improvements:	25 years
Estimated Total Economic Life:	60 years
Estimated Total Physical Life:	75 years
Estimated Remaining Economic Life:	35 years

The design of the Office Building can be seen in the sketch below.



PHOTOGRAPHS



MARY ESTHER BOULEVARD TO NORTH



MARY ESTHER BOULEVARD TO SOUTH



FRONT AND PARKING



REAR AND DRIVE THRU PORTICO



LOBBY



TELLER AREA IN LOBBY



TYPICAL OFFICE



TYPICAL OFFICE



REST ROOM #1



REST ROOM #2



BREAK ROOM



TELLER AREA FOR DRIVE THRU



REAR OF MAIN TELLER AREA IN LOBBY



VAULT AND SAFE DEPOSIT BOXES



ADMINISTRATIVE AREA



SERVER ROOM

ASSESSED VALUE AND AD VALOREM TAXES

The tax identification numbers, gross tax amounts due, amount paid, and assessed values for the 2022 tax year.

Tax Identification Number	Assessed Value	Gross Tax Amount Due	Amount paid	Date Paid
16-2S-24-0000-0001-001D	\$1,350,160	\$28,021.42	\$26,900.57	11/21/2022

There are no delinquent taxes owing on the subject property.

It is my opinion the assessed value has little impact on either value or transferability.

See the following tax assessor cards for the subject parcel.

[Search](#) > Account Summary

Real Estate Account #162S2400000001001D

Owner:
 RETAIL PARTNERS SANTA LLC

Situs:
 302 MARY ESTHER
 MARY ESTHER 32569

[Parcel details](#)
[Property Appraiser](#)

Amount Due

Your account is **paid in full**. There is nothing due at this time.
 Your last payment was made on **11/21/2022** for **\$26,900.57**.

Account History

BILL	AMOUNT DUE	STATUS
2022 Annual Bill ⓘ	\$0.00 Paid \$26,900.57	11/21/2022 Receipt #315-22001211

History

Sales:

The subject parcel was last sold in 2016.

This is outside the five year window and no analysis is required.

Listings:

I spoke with Dustin Parkman from NBI Properties and he stated that the subject was not listed for sale.

He also stated that the owners preferred to lease the subject, but would sell at an attractive price.

He mentioned a figure of \$3,200,000 to me.

Current Use

The subject is the site of a vacant bank building.

Adjacent Uses:

Adjacent uses include a mix of primarily commercial use along the arterials with some mixed residential use.

MARKET AREA ANALYSIS

Okaloosa County is a county in the state of Florida. Located in northwest Florida, it extends from the Gulf of Mexico to the Alabama state line. As of the 2000 census, the population was 170,498. The U.S. Census Bureau 2005 estimate for the county is 182,172. ^[1] The 2009 estimate for the county is 196,237 people. Its county seat is Crestview.

Okaloosa County is coextensive with the **Fort Walton Beach-Crestview-Destin, Florida Metropolitan Statistical Area**, a metropolitan statistical area (MSA) designated by the Office of Management and Budget. Fort Walton Beach, Crestview and Destin are designated as the principal cities of the MSA. The Fort Walton Beach, Florida Standard Metropolitan Statistical Area was first defined in 1981. In 2003 Crestview and Destin were named principal cities, and the MSA name was changed to its present form.

POPULATION

	Okaloosa	Florida
1980:	109,920	9,746,961
1990:	143,777	12,938,071
2010:	180,822	18,801,310
2020(p):	192,600	21,326,800
2040(p):	214,400	26,081,800

(p) Denotes Projected Population

PER CAPITA PERSONAL INCOME

	Okaloosa	Florida
2007	\$41,109	\$39,449
2008	\$42,288	\$40,133
2009	\$42,007	\$38,965

CLIMATE

Average Temperature	High	Low
January:	60	37
July:	91	71
Florida Mean Annual Precipitation	53	
Average Annual Rain Days	110	

MIGRATION

(2010)	
In-Migration	14,069
Out-Migration	16,536
Net-Migration	-2,467

*Estimates based on IRS Statistics of Income data

LABOR FORCE

(2010)	
Labor Force	96,350
Labor Force % of County Population	53.3
Number in County Unemployed	7,789
Unemployment Rate	8.1%

EXISTING EMPLOYMENT**Major Private Sector Employers**

Fort Walton Beach Medical Center	
Business Line: Full Service Hospital	
Number of Employees.....	1,305

Monthly labor force data are available from the [Florida Agency for Workforce Innovation](#).

EMPLOYMENT BY INDUSTRY

<i>N/D = No Data</i>	Okaloosa	Florida
(2010)		
Average Annual Employment	74,502	7,109,630
Natural Resources & Mining	0.0%	1.2%
Construction	5.0%	5.0%
Manufacturing	4.9%	4.3%
Trade, Transportation and Utilities	18.9%	21.2%
Information	1.6%	1.9%
Financial Activities	6.2%	6.6%
Professional & Business Services	13.9%	14.8%
Education & Health Services	11.9%	22.0%
Leisure & Hospitality	16.1%	13.2%
Other Services	3.2%	3.3%
Public administration	12.3%	6.6%
Unclassified	0.0%	0.0%

L-3 Communications/Crestview Aerospace

Business Line: Aircraft Manufacturing, Maintenance, & Modification

Number of Employees..... 930

DRS Training & Control Systems

Business Line: Defense Electronics

Number of Employees..... 875

InDyne Inc.

Business Line: Range Test Facilities, Security Systems & Multimedia

Number of Employees..... 800

ResortQuest

Business Line: Property Management & Real Estate

Number of Employees..... 750

Jacobs TEAS

Business Line: Engineering Services

Number of Employees..... 700

Average Annual Wage		Number of Employees.....	
(2010)			
All Industries	\$38,637	BAE Technical Services	
Construction	\$33,820	Business Line: Aerospace & Defense Contractor	
Education & Health Services	\$37,833	Number of Employees.....	700
Financial Activities	\$39,138		
Information	\$58,700	Lockheed Martin	
Leisure & Hospitality	\$16,210	Business Line: Aerospace & Defense Contractor	
Manufacturing	\$52,713	Number of Employees.....	680
Natural Resources & Mining	\$15,199		
Other Services	\$29,819	Tybrin Corporation	
Professional & Business Services	\$53,974	Business Line: Engineering Analysis & Software Development	
Public administration	\$60,204	Number of Employees.....	535
Trade, Transportation and Utilities	\$29,327		
Unclassified	\$85,819	Boeing	
		Business Line: Aerospace & Defense Contractor	
		Number of Employees.....	530

TRANSPORTATION

Federal Interstates	I-10	Nearest Airport with Scheduled Commerical Airline Service:	Northwest Florida Regional Airport
Federal Highways	US-90, US-98	# Runways	2
State Highways	Route 20, Route 85	Longest Paved Runway(ft.)	12010
Railroads	CSX	General Aviation Airports	Bob Sikes Airport, Destin Airport
		Local Deep Water Port	Port of Pensacola
		Miles to Closest Port	44

STATE AND LOCAL TAXATION

COUNTY		STATE	
Countywide Ad Valorem Millage Rates:			
Government	3.2899	Corporate Income Tax	5.5%
Schools	7.7690	Personal Income Tax	0.0%
Special	0.0400	Retail Sales Tax	6.0%
Total	11.0989		
Ad Valorem Tax Exemption:	No		
Retail Sales Tax (Local Option)	0.00		
Federal Enterprise Zone	No		
State Enterprise Zone	EZ-4601		

COMMERCIAL/INDUSTRIAL SERVICES

Electric Companies:

- Gulf Power Company
- Choctawhatchee Electric Cooperative (CHELCO)

Natural Gas Companies:

- Okaloosa Gas District

Telephone Companies:

- CenturyLink
- Cox Communications
- CHELCO

Water & Sewer Companies:

- Okaloosa Water & Sewage
- Individual Cities Water Management Districts

Existing Industrial Zoned Land	Yes
Number of Acres	1,065
Largest Available Contiguous Parcel	0
Industrial Parks	Yes
Number of Acres	900
Largest Available Contiguous Parcel	0
Foreign Trade Zones	No

EDUCATION

	Public Schools	Teachers	Enrollments
Totals:	54	1,896	28,695

Private Schools Available: Yes

POST SECONDARY EDUCATION SERVING THE COUNTY:

Colleges/Universities:

- Embry Riddle Aeronautical University
- University of West Florida
- University of Arkansas
- Troy University
- Northwest Florida State College
- UF - Research, Engineering & Education Facility

Junior/Community Colleges:

- none

Technical Schools:

- Okaloosa Applied Technology Center
- Bay Area Vocational Technology School
- Crestview Vocational Technology Center

Other Schools:

- Collegiate High School
- Community High Institute of Career Education

MEDIA	FINANCIAL INSTITUTIONS
Local Radio Stations: • WKSM - FM 99.5 • WMXA - FM 103.1 • WWAV - FM 102.1 • WYZB - FM 105.5 • WNCV - FM 100.3 • WFTV - AM 1260 • WSNX - 96.5 • WTKE - FM 98.1 Local Television Stations: • Beach TV • WEAR (ABC) • WSRE (PBS) • WJHG (NBC) • Cox Cable (IND) • Gulf Coast TV Locally Printed Newspapers: • The Northwest Florida Daily News • The Crestview News Bulletin • The Destin Log • The Bay Beacon • Hurlburt Warrior/Eglin Flyer	Number of Banks: 27 Number of Savings and Loans: 0 Number of Credit Unions: 6

QUALITY OF LIFE

Cost of Living

Price Level Index, (2010)

Florida State Average = 100

2008	95.22
2009	96.16
2010	97.49

Medical Services:

- Fort Walton Beach Medical Center
- North Okaloosa Medical Center
- Sacred Heart Hospital Emerald Coast
- Twin Cities Hospital
- White-Wilson Medical Center

Recreational Opportunities:

- Beaches/Water Parks/Boardwalks
- Camping
- Canoeing/Kayaking/Rafting
- Golf
- Hunting/Fishing
- Scuba Diving/Snorkeling
- Shopping/Dining
- Watersports / Boating

Historical Points Of Interest:

- Air Force Armament Museum
- Camp Walton School House
- Carver-Hilli Museum
- Destin Fishing & History Museum
- Heritage Museum of NW Florida
- Indian Temple Mound Museum & Park

Cultural Events/Festivals:

- Amphitheater
- Arts Center of Northwest FL State College
- Destin Fishing Rodeo - Destin Cobia Tournament
- Emerald Coast Science Center
- Festivals - Arts, Crafts, Seafood
- Mattie Kelly Arts Foundation
- NWF Ballet Academy

History [edit]

Okaloosa County was created by an act passed June 3, 1915.^[2] Okaloosa is a [Choctaw](#) word meaning "black water". "Oka" means water, and "lusa" is black in the [Choctaw](#) language.

Geography [edit]

According to the 2000 census, the county has a total area of 1,082.00 square miles (2,802.4 km²), of which 935.63 square miles (2,423.3 km²) (or 86.47%) is land and 146.37 square miles (379.1 km²) (or 13.53%) is water.^[3] [Fort Walton Beach](#) and three [United States Air Force](#) bases, ([Duke Field](#) in the North and [Eglin AFB](#) and [Hurlburt Field](#) are in the south).

Okaloosa County is the sole county in the *Fort Walton Beach-Crestview-Destin Metropolitan Statistical Area*.

Founded June 13, 1915

Seat Crestview

Area

- **Total** 1,082.00 sq mi (2,802 km²)

- **Land** 935.63 sq mi (2,423 km²)

- **Water** 146.37 sq mi (379 km²),
13.53%

Population

- **(2010)** 180,822

- **Density** 193/sq mi (74.62/km²)

Website www.co.okaloosa.fl.us

Demographics [edit]

As of the [census](#)^[5] of 2000, there were 170,498 people, 66,269 households, and 46,520 families residing in the county. The [population density](#) was 182 people per square mile (70/km²). There were 78,593 housing units at an average density of 84 per square mile (32/km²). The racial makeup of the county was 83.41% [White](#), 9.10% [Black or African American](#), 0.60% [Native American](#), 2.47% [Asian](#), 0.14% [Pacific Islander](#), 1.33% from [other races](#), and 2.96% from two or more races. 4.28% of the population were [Hispanic or Latino](#) of any race.

There were 66,269 households out of which 33.10% had children under the age of 18 living with them, 56.20% were [married couples](#) living together, 10.20% had a female householder with no husband present, and 29.80% were non-families. 23.50% of all households were made up of individuals and 7.50% had someone living alone who was 65 years of age or older. The average household size was 2.49 and the average family size was 2.94.

In the county the population was spread out with 24.70% under the age of 18, 9.60% from 18 to 24, 31.10% from 25 to 44, 22.40% from 45 to 64, and 12.10% who were 65 years of age or older. The median age was 36 years. For every 100 females there were 102.20 males. For every 100 females age 18 and over, there were 101.50 males.

The median income for a household in the county was \$41,474, and the median income for a family was \$47,711. Males had a median income of \$30,977 versus \$21,961 for females. The [per capita income](#) for the county was \$20,918. About 6.60% of families and 8.80% of the population were below the [poverty line](#), including 12.70% of those under age 18 and 6.50% of those age 65 or over.

Historical populations

Census	Pop.	%±
1920	9,360	—
1930	9,897	5.7%
1940	12,900	30.3%
1950	27,533	113.4%
1960	61,175	122.2%
1970	88,187	44.2%
1980	109,920	24.6%
1990	143,776	30.8%
2000	170,498	18.6%
2010	180,822	6.1%

[4][5]

THE CITY OF FORT WALTON BEACH

Fort Walton Beach is a city in southern Okaloosa County, Florida, United States. As of 2005, the population estimate for Fort Walton Beach was 19,992, and as of 2010, the population estimate for Fort Walton Beach is 19,507 recorded by the U.S. Census Bureau.^[3] It is a principal city of the Fort Walton Beach –Crestview–Destin Metropolitan Statistical Area.

Fort Walton Beach is a year-round fishing and beach resort community. Its busiest time of the year is the summer, with spring break being another busy time when thousands of people flock to the Emerald Coast.

Contents [\[hide\]](#)

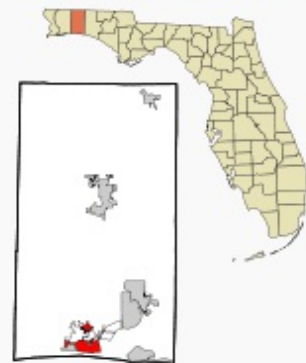
- 1 History
- 2 Geography
 - 2.1 Climate
- 3 Transportation
 - 3.1 Airports
 - 3.2 Mass Transit
 - 3.3 Major Highways
- 4 Demographics
- 5 Notable native residents
- 6 Economy
 - 6.1 Top employers
- 7 References
- 8 External links

Fort Walton Beach, Florida

— City —

Nickname(s): The Emerald Coast, The Sonic City (1950s-1970s)

Motto: A City On The Move "



Location in Okaloosa County and the state of Florida

Coordinates: 30°25′13″N 86°37′0″W﻿ / ﻿30.420278°N 86.616667°W﻿ / 30.420278; -86.616667

Country	 United States
State	 Florida
County	Okaloosa

Government	
 • Mayor	Mike Anderson

Area	
 • Total	8.2 sq mi (21.3 km ²)

Geography

[\[edit\]](#)

Fort Walton Beach is located at 30°25′13″N 86°37′00″W﻿ / ﻿30.420199, -86.616727﻿ / 30.420199; -86.616727.^[12] According to the United States Census Bureau, the city has a total area of 21.3 km² (8.2 sq mi). 19.3 km² (7.5 sq mi) of it is land and 2 km² (0.77 sq mi), or 9.26%, is water.

Climate

[\[edit\]](#)

Fort Walton Beach has a very warm humid subtropical climate. The area experiences hot and very humid summers, generally from late May to mid-September. Autumns, from mid-September to early December, are generally warm. Winters are very short and mild, from mid-December to late February. Springs are warm, from late February to late May. The area recorded its highest temperature of 107°F (42°C) in July 1980. The area recorded its lowest temperature of 4°F (-16° C) in January 1985, just five years later.

Fort Walton Beach, part of the western Chootawhatchee Bay region of which Destin and Niceville are also part, is very wet, averaging 69 inches of rain each year, more than any city in Florida, including Pensacola. The wettest season is summer, and the driest autumn; however, the flood season is also in autumn. Snow and freezing rain are very rare. Freezing rain occurs about once every 5–10 years. Snow occurs about once every 10–15 years. The last significant snowfall was on January 31, 1977, when a depth of 4 inches was reported in inland Florida. The last report of snow was on December 24, 2001. The last report of freezing rain was on February 11, 2010.



View from Sound Park looking west towards Presidio Condominium.

Climate data for Fort Walton Beach/Destin													[hide]
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Record high °F (°C)	80 (27)	83 (28)	87 (31)	101 (38)	101 (38)	102 (39)	107 (42)	103 (39)	102 (39)	99 (37)	89 (32)	84 (29)	84.3 (34.9)
Average high °F (°C)	61 (16)	66 (19)	71 (22)	78 (26)	84 (29)	90 (32)	91 (33)	91 (33)	88 (31)	80 (27)	72 (22)	64 (18)	77.9 (25.5)
Average low °F (°C)	37 (3)	40 (4)	46 (8)	51 (11)	60 (16)	66 (20)	71 (22)	71 (22)	66 (19)	54 (12)	46 (8)	39 (4)	54.1 (12.3)
Record low °F (°C)	4 (−16)	11 (−12)	19 (−7)	20 (−7)	36 (3)	48 (9)	55 (13)	59 (15)	57 (13)	27 (−3)	18 (−8)	8 (−13)	23.6 (−1.9)
Precipitation inches (mm)	5.80 (147.3)	5.39 (136.9)	6.52 (165.6)	4.26 (108.2)	4.32 (109.7)	6.08 (154.4)	9.40 (238.3)	6.91 (175.5)	6.72 (170.7)	4.53 (115.1)	4.70 (119.4)	4.57 (116.1)	69.20 (1,757.7)
Source: The Weather Channel ^[12]													

Economy

[\[edit\]](#)


This section **does not cite any references or sources**. (May 2010)

The economy of Fort Walton Beach is driven by two primary factors: tourism and the military. There are two major Air Force bases which border Fort Walton Beach. Hurlburt Field is home to Headquarters, Air Force Special Operations Command (AFSOC), the 1st Special Operations Wing, and the Joint Special Operations University. Eglin AFB is home to the Air Force Material Command's Air Armament Center and the 96th Air Base Wing, the 46th Test Wing, and Air Combat Command's 33rd Fighter Wing. Eglin is geographically one of the largest Air Force bases at 724 square miles (1,880 km²), and thus home to joint exercises, and missile and bomb testing. For example, the 'Massive Ordnance Air Blast' or 'Mother of All Bombs' (MOAB) was first tested at Eglin AFB on March 11, 2003.

There is support industry in the area that benefits from the presence of the bases, including military contractors and the service industry. Companies based in Fort Walton Beach include Lee's Famous Recipe Chicken and ResortQuest.

The tourism industry is seasonal, with summer being the primary season, and a smaller peak season during spring break. The Billy Bowlegs Pirate Festival is held annually.

Demographics

[\[edit\]](#)

In the census of 2000, there were 19,973 people,^[14] 8,460 households, and 5,419 families residing in the city. The population density was 2,683.0 inhabitants per square mile (1,036.5/km²). The racial makeup of the city was 78.84% White, 13.34% African American, 0.45% Native American, 2.72% Asian, 0.08% Pacific Islander, 1.22% from other races, and 3.36% from two or more races. Hispanic or Latino of any race were 4.04% of the population.

There were 8,460 households, of which 26% had children under the age of 18 living with them, 47.3% were married couples living together, 12.6% had a female householder with no husband present, and 35.9% were non-families. 28.5% of all households were made up of individuals, and 9.6% had someone living alone who was aged 65 or older. The average household size was 2.33, and the average family size was 2.85.^[15]

In the city the population was spread out with 22.4% under the age of 18, 8.9% from 18 to 24, 29.3% from 25 to 44, 23.1% from 45 to 64, and 16.3% who were 65 years of age or older. The median age was 39 years. For every 100 females there were 96.2 males. For every 100 females age 18 and over, there were 94.5 males.

The median income for a household in the city was \$40,153, and the median income for a family was \$45,791. Males had a median income of \$29,709 versus \$21,641 for females. The per capita income for the city was \$21,085. About 7.3% of families and 9.9% of the population were below the poverty line, including 16.2% of those under age 18 and 4.1% of those aged 65 or over.

Top employers[\[edit\]](#)

According to Fort Walton Beach's 2010 Comprehensive Annual Financial Report,^[17] the top employers in the city were:

#	Employer	# of Employees
1	Eglin Air Force Base	16,476
2	Hurlburt Field	11,171
3	Okaloosa County School District	3,278
4	Okaloosa County	1,383
5	Fort Walton Beach Medical Center	1,305
6	DRS Technologies	875
7	InDyne	786
8	Northwest Florida State College	763
9	ResortQuest	750
10	BAE Systems	700

SUMMARY

The local economy had been afflicted by poor market conditions since approximately mid 2005. The low point of the market was mid 2008 to mid 2009.

Since then the single family residential market has rebounded in the entire local area. A stimulus to the return of optimistic residential use was the first time home buyer's bonus as well as the low interest rates at the time.

The market for commercial has historically trended behind the market for residential. Commercial use began to rebound in perhaps 2012/2013 and the demand has been consistent. However, there is virtually no speculative commercial purchases. Buyers generally have specific and immediate use for any property purchased or developed.

Thus, the demand for commercial vacant or improved parcels is lower than the available supply and it is still a buyers market for most commercial uses.

HIGHEST AND BEST USE 'AS IS'Legally Permissible

The subject property is zoned C2 by Mary Esther. The C2 zoning allows most commercial uses.

The existing use as an office building is legally permissible.

Physically Possible

The subject parcel is level and at road grade. Soil and subsoil conditions are compatible with commercial development. All utilities needed for commercial use are presently at the site. The size and dimensions of the site are sufficient to allow a wide variety of legally permissible uses. The shape of the site is rectangular and this does not limit utility. Transportation of construction materials or labor to the site is considered to be relatively simple due to the central location of the site within the overall market. Access to the site is good. Therefore, all legal uses are physically possible to some extent.

The fact that the subject exists is the best substantiation that development is physically possible.

Financially Feasible

The subject improvements are legally conforming, have been adequately well maintained, and feature significant remaining economic and physical life as indicated earlier in the report.

Value indications in the sales comparison analysis indicates the existing improvement contributes value to the underlying land. Therefore, use as an owner occupied commercial building is financially feasible.

However, I note that most office users will find the large lobby, the vault and the drive thru portico as a super adequacy and not needed. I would think that virtually all users will face a need to retrofit the subject to some degree, unless a proposed purchaser or tenant was a bank user. However, I would consider a typical office user as much more probable than a bank user.

Maximally Productive

The alternatives of addition, demolition, expansion, modernization, or conversion to alternate uses have been considered within the legal, physical, and financially feasible parameters. Several alternatives exist.

Alternatives for use of improvements:Expansion

The subject is 7,220 HVAC SF and fits the parcel very well. Expansion is not considered feasible due to the site dimensions as it would come at the expense of some parking.

Renovation

The subject improvement is in good condition. No renovation is required.

Downsizing

Downsizing would result in a value decrease from any of the approaches to value. Value indications from the sales comparison analysis and the income approaches show all of the existing areas contribute value. Our viewing of the subject did not indicate any areas which should be downsized. Thus, downsizing would lower value and does not appear to be a viable alternative.

Subdividing

I doubt that the gain of utility would much exceed the cost. Thus, subdivision is not desirable or maximally productive.

Demolition

Demolition would extinguish the existing value attributable to the improvements as indicated in the two approaches to value and no other use is estimated to generate a return sufficient to justify new development and construction at this time. Thus, demolition is not considered beneficial at this time.

Utilizing existing improvements

The subject property should be sold to an end user, most probably for owner/occupant use.

CONCLUSION OF HIGHEST AND BEST USE 'AS IS'

Analysis of recent trends and current market supply and demand strongly indicate the highest and best use of the subject property, 'as is' is continued use as a commercial Office Building, or bank building.

SUMMARY OF ANALYSIS AND VALUATION

Methodology

Site valuation via Sales Comparison Analysis involves direct comparisons of the subject property to similar properties that have sold in the marketplace to derive a comparative value indication for the subject property 'as if vacant,' as of the effective date of value. This approach is also called the 'direct sales comparison approach', or the 'market approach', and tends to be the most reliable approach for estimating the value of vacant land or sites available for development. Other methods of estimating the value of land are available. Allocation, extraction, land residual, ground rent capitalization, and discounted cash flow analysis are all recognized as reasonable methods. However, sales comparison analysis is employed most often by market participants to derive pricing decisions in the local market. Therefore, we employ this method exclusively.

The cost approach is a reliable methodology for new or nearly new buildings. We estimate the replacement cost or reproduction cost, in this case replacement construction cost, of the existing or proposed improvements and site improvements (including direct and indirect costs as well as an appropriate developer profit), deducting accrued depreciation from physical, functional, and external sources from the total replacement or reproduction cost new. The depreciated replacement or reproduction cost of the improvements is added to the value of the site resulting in a value indication of the fee simple interest in the property.

The sales comparison approach is based on the 'Principle of Substitution' which indicates that an informed purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property possessing the same or similar utility. This approach is applicable when an active market provides sufficient quantities of reliable data which can be verified from authoritative sources. The Sales Comparison Approach is reliable in an active market or if an estimate of value is related to properties which there are comparable sales available. This approach to value is also relevant when sales data can be verified with the principals to the transaction. Heavy emphasis is usually placed on this approach to value in an active market.

The income approach is recognized as a reliable approach for estimating the value of 'income producing' property to an investor. The income approach consists of methods, techniques, and mathematical procedures that an appraiser utilizes to analyze a property's capacity to generate income and convert said income into an indication of present value either by capitalizing the current income at a market capitalization rate or discounting the future cash flows into a present value estimate using an appropriate yield (discount) rate. The appraisal process emulates the market and the most probable buyer would be an investor or prospective owner occupant. Two techniques associated with the income approach are direct capitalization and discounted cash flow analysis.

Methodology employed and explanation of the exclusion of any of the three approaches to value

I did not perform cost analysis. The subject is 47 years old. In addition, it is my opinion that market participants would not consider the cost to construct the subject as a factor in listing or buying decisions. Thus, I am not performing cost analysis.

The sales comparison analysis for the subject site and improvements was employed in this appraisal.

The income approach has not been utilized. It is my opinion that an owner would not purchase or construct the subject improvements, only to lease it to another market participant.

**COST ANALYSIS
NOT PERFORMED**

IMPROVED SALES COMPARISON ANALYSIS

SALES COMPARISON ANALYSIS

The approach involves direct comparisons of the subject property to similar properties have sold in the marketplace to derive a comparative value indication for the subject property. This approach is also called the ‘direct sales comparison approach’, or the ‘market approach’.

The approach consists of steps in which the appraiser searches the market for sales, qualifies the sales prices and terms, compares the sales to the subject property for differences, adjusts the sales for those differences, and formulates an opinion of value of the subject property from the indicated values (as adjusted) of the sales.

Ideally, the subject would be compared to sales of similar office/bank facilities of a consistent age as the subject. I identified a few sales which could be considered similar.

I used all identified sales, considering that I could reduce the sales to a price/value per SF. This mass appraisal methodology tends to overcome the absence of truly comparable sales via the use of overwhelming market data.

Unit of Comparison

Typically, the appraiser reduces the comparable sale to a unit of comparison. Units of comparison represent the unit which is consistently used in the market to derive pricing decisions. Analysis of these sales and other sales reflect the common pricing and valuation unit is dollars per SF of gross space of improvement, or price per unit purchased, both inclusive of estimated land value. This is consistent with the estimated highest and best user of the subject property.

The units of comparison utilized in this analysis is price per gross square foot (SF) of improvement, inclusive of land value, as demonstrated on the following page.

Elements of Comparison

The following ten (10) basic elements of comparison should be considered in sales comparison analysis:

- 1.) Real property rights conveyed: fee simple, leased fee, leasehold, fractional interest, etc.
- 2.) Financing terms: Cash, cash equivalent, seller financing, financing concessions by seller, etc.
- 3.) Conditions of Sale: Seller concessions, personal property included in sale, parties related, etc.
- 4.) Expenditures made immediately upon purchase: deferred maintenance repairs, rehabilitation, renovation, upgrades
- 5.) Market Conditions: Appreciation, depreciation, stagnation in real estate prices since the time of sale.
- 6.) Location: corner, major traffic artery, city/county, interior lot, etc.
- 7.) Physical characteristics: Size, topography, access to utilities, construction quality, condition, etc.
- 8.) Economic characteristics: rents, operating expenses, vacancy rates, lease provisions, management competence, etc.
- 9.) Use: zoning, future land use, building codes, government control, etc.
- 10.) Non-realty components of value: furniture, fixtures, and equipment.

On the following page, I will present nine closed sales of office/bank buildings and then derive values based on a price per SF.

I note that the array of sales is imperfect as there are no approximate 7,220 SF bank building floating around as recent sales. This requires the appraiser to identify sales that have some of the subject’s features and then interpolate from there.

Most of the sales have a mixed age range.

These sales are all 2022 to 2023 sales.

The sales bracket the subject in size and actual age.

COMPARABLE IMPROVED SALES SUMMARY TABLE - PRICE PER SF

No	Location	Actual Age	Sale Date	Price	Building Size (SF)	Price/SF
1.	23 John Sims Parkway, Niceville - Bank	63	6/30/2023	\$2,314,400	13,009	\$177.91
2.	661 Harbor Blvd, Destin - Bank	24	6/15/2023	\$2,142,900	1,850	\$1,158.32
3.	36164 Emerald Coast Parkway, Destin	21	4/12/2023	\$1,950,000	3,432	\$568.18
4.	13 Memorial Parkway, FWB	52	11/2/2022	\$2,000,000	12,622	\$158.45
5.	45 Eglin Parkway, FWB	14	8/30/2022	\$9,150,000	30,936	\$295.77
6.	1301 Industrial Drive, Crestview - Bank	17	8/9/2022	\$2,975,000	19,801	\$150.24
7.	9539 U. S. Highway 98, Destin	34	3/28/2022	\$2,495,000	7,680	\$324.87
8.	543 Harbor Boulevard, Destin	19	1/28/2022	\$1,100,000	2,628	\$418.57
9.	15 Yacht Club Drive, FWB	36	1/7/2022	\$1,340,000	3,718	\$360.41
	Average	31			10,630	\$401.41
	Average less sale #2	32			11,731	\$306.80
	Subject	45/25			7,220	

COMMENTS REGARDING THE SALES

Sales #1, #2 and #6 are bank buildings and are thus similar to the subject if dedicated use is as a bank. Sales #1 and #6 are much larger than the subject and exhibit the market tendency that larger buildings tend to sell for less per unit of comparison than do smaller buildings.

I note that I was suspicious of Sale #2 (previous Beach Community Bank location) as it sold in 2022 for \$1,500,000 and is selling again in 2023 for \$2,142,900, with the purchaser being in Miami, Florida. I conducted some research and found that the buyer is a medical cannabis dealer. It is my experience that cannabis retailers will pay well above market prices for locations that are on prime arterials such as U. S. Highway 98, and /or on corners. This influences me to disclose this sale, and then eliminate it from the analysis.

I selected sales #3, #5, #7 and #8 because of their superior quality of construction, similar to that of the subject. These four sales averaged \$401.85 per SF in selling price. However, I note that two of the four sales are much smaller than the subject.

I selected sales #4 and #9 because they are recent office sales in the greater Fort Walton Beach market. I note again that these two sales reinforce the fact a smaller building will generally sell for more per unit of comparison than will a larger building. They also indicate the tendency that older buildings will sell for less than newer buildings.

DISCUSSION OF AREAS OF ADJUSTMENTS

An appraiser could adjust for many possible areas of adjustment, however, the most important areas of adjustment are location, age/curable physical condition, quality of construction and size.

Location:

Location can be a significant area of adjustment as parcels located on arterials are almost always more valuable than parcels located on secondary or tertiary arterials. Parcels located in "good" neighborhoods are almost always more valuable than parcels located in "average" areas, all other factors being equal.

Age/Condition:

Properties with less actual and effective age are almost always more valuable than properties with more actual or effective ages, all other factors equal. A buyer has more comfort purchasing a 20 year old building as compared to a 40 year old building. In the case of the older building, there is less remaining life overall, as well as the probability that major systems failures such as the roof, HVAC, plumbing or electrical systems may require immediate and generally expensive replacement.

I note that an appraiser tends to distinguish separately between age and condition, as a well cared for older property could be in a better condition than a non cared for newer property. Thus, an appraiser may make an age adjustment in one direction and a condition adjustment in the other direction. However, I do not note typical market participants making this distinction and most of the time a market participant affiliates age with incurable physical condition. Thus, to emulate the market, I typically make only one, combined adjustment.

Quality of Construction:

This is an area which requires some experience. Most new properties appear to be of a high quality of construction as the new aspect suggests a higher quality of construction. However, new and inexpensive construction can skew an analysis. Systems such as masonry construction, metal roofs, high quality flooring and features such as solid wood doors are indicative of better construction quality.

Size:

Appraisers make size adjustments as larger properties may cost more in total, but have a lower cost to build on a per unit basis (price per SF) as there can often be a bulk discount applied to the construction of more units. This market tendency is an example of the well accepted economic principle of marginal utility which states that the most recent unit added contributes marginally less utility than the previous unit added. This influences an appraiser to make an upward adjustment to a larger improvement than the subject and a downward adjustment to a smaller improvement than the subject, all other factors equal.

See the following page for analysis:

ANALYSIS:

The range of value for the 9 comparable sales is \$150.24 to \$1,158.32 per SF, with an average of \$401.41 per SF. However, I am of the opinion that Sale #2 skews the data to the high side and I am eliminating Sale #2. Absent Sale #2, the range of values is \$150.24 to \$568.18 with an average of \$306.80.

The range of size for the 8 remaining sales is 2,628 to 30,936 SF, with an average of 11,731 SF, larger than the subject size of 7,220 SF.

The range of age for the 8 sales is 14 years to 63 years, with an average of 32 years, younger than the subject actual age of 45 years, but older than the subject's estimated effective age of 25 years.

The subject's quality of construction is similar to four sales and superior to five sales.

Location discussion:

The subject is located directly on Mary Esther Boulevard and is an out parcel of the Santa Rosa Mall. I consider the subject location to be superior to two or three sales and similar to most of the sales which are located on U. S. Highway 98 in Destin, Eglin Parkway in Fort Walton Beach or John Sims Parkway in Niceville. **Thus, I consider a 5% upward adjustment to be market supported.**

Age/incurable physical depreciation adjustment:

The subject has been renovated and its effective age is much lower than the actual age. Because the subject's effective age is so much younger than the average of the sales arrays, I consider the comparable sales as being inferior to the subject **and I will adjust the average of the array upward 5% for inferior age.**

I base this adjustment on the difference between an actual age average of 45 years and an effective age of 25 years for the subject.

Quality of Construction:

I consider the subject similar to four sales and superior to five sales. **I will adjust the average of the range upward 10%.**

Size adjustment:

The average of the array of 11,731 SF is larger than the subject 7,220 SF. This requires an upward adjustment to the average of the array, based on the well accepted economic principle of marginal utility which states that each additional unit added contributes marginally less utility than did the previous unit added. **I made a 5% upward adjustment.**

Adjustments:

The average sales price is \$306.80 per SF.

I am adjusting the average sales price of the range upward an aggregate 125% (5% = 5% = 10% = 5% = 25%) for location, age, quality of construction and size considerations as discussed above.

I am also adjusting the average of the range upward 5% for market condition adjustments as some of the sales are dated.

The final aggregate upward adjustment is 30%.

Adjusting the average of \$306.80 per SF upward an aggregate net 30% results in an adjusted average of \$398.84 per SF., rounded to \$400.00 per SF.

The subject is 7,220 SF.

Multiplying 7,220 SF by \$400 per SF results in a value of \$2,888,000, **rounded to \$2,900,000.**

Applying another look at the subject value is using the four sales which feature a similar quality of construction, eliminating the 10% quality of construction adjustment.

These four sales averaged \$401.85 per SF, were all located on major arterials as is the subject, featured similar quality of construction and averaged 11,169 SF in size. However, this average is skewed by Sale #5.

All in all, I consider no adjustments to be necessary.

Thus, I consider that the four most similar sales result in a value of \$401.85, rounded to \$400 per SF.

Multiplying the subjects 7,220 SF by \$400 per Sf results in a value \$2,888,000, again rounded to **\$2,900,000**.

As a final analysis, it appears that Sale #7 is most similar in size at \$7,680, slightly larger than the subject. It is 34 years old, slightly older than the subject's effective age. It sold on March 2022, with the commercial market appreciating since then .

Applying a rounded 10% adjustment to Sale #7's selling price of \$2,495,000 results in an adjusted value of \$2,744,500, rounded to **\$2,750,000**.

Thus, we have values of \$2,900,000, \$2,900,000 and \$2,750,000.

These three values average a very rounded **\$2,850,000**.

Accordingly, the -

MARKET VALUE FOR THE SUBJECT PROPERTY "AS IS"
VIA THE SALES COMPARISON ANALYSIS
(As of 9/5/2023)

TWO MILLION EIGHT HUNDRED THOUSAND DOLLARS
\$2,850,000

INCOME ANALYSIS

INCOME ANALYSIS

I am performing an income analysis, primarily to provide alternate value opinion for the value derived in the and sales comparison approaches.

I note that it is almost always a constant in commercial analysis that the cost approach will result in the highest value, the sales comparison analysis will result in a more centrist value and that the income approach will result in the lowest value.

Contract Rent:

The subject is vacant and there is no current contract rent.

I spoke to Dustin Parkman, representative of the owner and he stated that the owners were thinking of rent of \$29.00 per SF annually, triple net.

Market Rent:

I searched MLS for recent rents of improvements in the local market, to include a small bank building in Niceville, leased by a high end jewelry store.

I also spoke to commercial real estate brokers Chad Kaepple, Dustin Parkman, Jamye Nabors and Jason Shirey.

Leased properties:

My research discovered many rents in the \$15.00 per SF range, but none of these buildings were comparable to the subject quality of construction and condition.

I mentioned the small (1,625 SF) bank building in Niceville. It leased on 2/20/2023 for \$5,000 per month, or \$45.28 per SF, triple net. I spoke to Chad Knaepple, the listing agent who stated that the lessee was a jewelry store from Panama City who had done their homework and wanted a very nice building on a corner. He also stated that they did not care about the price per SF annually, but were more focused on the \$5,000 per month figure as they could "make that work".

A retail space at 330 Mary Esther Boulevard, adjacent to the subject, rented for \$39.00 per SF on 11/1/2022. This was a 2,764 SF space. Dustin Parkman informed me that the tenant received four months without rent while the lessor completed build out which was factored back into the annual rent.

A condo unit in The Plaza in Destin of 1,520 SF rented on 4/19/2023 for \$3,000 per month, triple net. This is \$23.68 per SF. This space may be lower than the other rents because it is located in a commercial condo.

One should quickly note that these three rents are of smaller spaces. The same principle of marginal utility applies to rentals as well as sales. Thus, I would consider that the subject would rent for less per SF than do these smaller spaces as the subject is 7,220 SF. In addition, as stated previously in the appraisal, the subject presents some super adequacy in the form of the vault, the teller county, the excessive lobby and the drive thru area for a traditional office owner.

Active lease offerings:

I also researched active listings. I found a space at 1046 Marwalt Drive in a medical oriented building. The 6,280 SF office was offered at \$13,606 per months, or \$25.00 per SF, triple net. This property approaches the subject size and is almost certainly well built out, being a medical office. This listing has been on the market for 333 days.

A second listing is 2 NE Eglin Parkway, the old Regions Bank Building and later the home of the NW Florida Daily News. This building has been vacant for about three years. It is an approximate 12,000 SF and the list rent is \$24,000 monthly. This is an asking lease rate of \$24.00 per SF annually, triple net. This building has been listed for 795 days, which is over two years. This building illustrates the difficulty in selling or leasing a large building, as there are so few potential purchasers/lessees who need this much nice office area.

Broker Opinions:

I asked Mr. Knaepple what he considered a market rent for the subject to be and he very quickly stated from \$20 to 22 per SF.

Mr. Parkman had previously stated \$29.00 per SF.

Research supports a value toward the low side, and I am choosing \$23.00 per SF, triple net.

This results in a monthly rent of \$13,834 and an annual rent of \$166,060.

INCOME ANALYSIS - VACANCY AND EXPENSES

Vacancy:

I assume a 2% frictional vacancy factor.

Management:

Management rates typically range from 3% to 7%. I estimate 4%.

Taxes:

Paid by the lessee.

Insurance:

Paid by the lessee.

Utilities:

Paid by Lessee.

Repairs and Maintenance Exterior:

Owner paid and estimated at 1%.

Administration Expense:

Owner paid and estimated at 1%.

Reserves:

Owner paid and estimated at 2%.

INCOME ANALYSIS - CAPITALIZATION RATE

Based on data in my files and other market data indices, as well as national data, I consider a capitalization rate of 7.0% to be market supported.

DIRECT CAPITALIZATION - "AS IS"

Per Above Income Calculation		\$166,060
Gross Potential Income (GPI)		\$166,060
Vacancy and Credit Loss (VC&L)	2.00% of PGI	3,321
Effective Gross Income (EGI)		\$162,739
Operating Expenses		
Management - per above	4.00% of EGI	6,510
Passed to lessee		0
Passed to lessee		0
Passed to Lessee		
Maintenance	1.00% of EGI	1,627
Legal, Accounting and Secretarial	1.00%	1,352
Replacement Reserves	2.00% of EGI	3,255
Total Operating Expenses		\$12,744
Operating Expense Ratio (OER)	7.83% of EGI	
Net Operating Income (NOI)		\$149,995
Estimated Capitalization Rate for Subject		7.00%
Indicated Value for the Subject derived from Direct Capitalization		\$2,142,783

RECONCILIATION OF THE INCOME APPROACH 'AS IS'

Direct Capitalization (DCR) of the proposed net operating income (NOI) indicates a leased fee market value of \$2,142,783, rounded to \$2,150,000.

Accordingly, the -

MARKET VALUE FOR THE SUBJECT PROPERTY - 'AS IS'
VIA DIRECT CAPITALIZATION
(As of 9/5/2023)

TWO MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS
\$2,150,000

RECONCILIATION OF FINAL MARKET VALUE

The following table contains the indicated market values for the subject property in 'as is' condition, as of my most recent viewing, which was on 9/5/2023.

Valuation Method	Indicated Value
Cost Approach	Not Employed
Sales Comparison Analysis	\$2,850,000
Income Approach	\$2,150,000

I did not perform cost analysis. The subject is 45 years old. It is my opinion that neither a potential purchaser or the seller would use cost analysis to base a list price or an offering price. Thus, a prudent appraiser would not use cost analysis.

The sales comparison analysis is generally regarded as a reliable method of deriving value in the local market as it emulates the contemporary actions of knowledgeable purchasers and sellers. The quality and quantity of data is regarded as sufficient to derive a reliable range of value as I used nine sales, all of which included some of the features of the subject.

Given the quality and quantity of the sales data available using this approach to value, I have allocated additional weight to the value opinion from sales comparison analysis.

The income approach indicated a lower value than did the sales comparison analysis. This is typical in appraisal analysis. I note that I have to apply some weight to the income analysis as the subject is vacant, had been a leased property and is as likely to be leased as it is sold.

I am selecting a rounded final value of \$2,600,000, weighting the value derived from the sales comparison analysis more than the value derived from income analysis.

FINAL VALUE OPINION

Subject to the above analysis, general assumptions and limiting conditions, and certification of value set forth herein, it is my professional opinion the market value of the fee simple interest in the subject property, 'As Is', as of 9/5/2023 is:

TWO MILLION SIX HUNDRED THOUSAND DOLLARS
\$2,600,000

Marketing and Exposure Time

The marketing and exposure time linked to the final current value opinion is a range of six (6) to nine (9) months based on market sales of similar properties and current market activity.

ADDENDA

Engagement Letter
Qualifications of the Appraiser
License

CLIENT ENGAGEMENT LETTER

FNBT BANK
29 N. EGLIN PARKWAY, FORT WALTON BEACH, FL 32548
PHONE: 850-796-2000 FAX: 850-796-2001 EMAIL: APPRAISAL@FNBT.COM

Date of Request: 8/29/2023 Request By: Stefanie Smith
APPRAISER: Tom Marr APPRAISAL FIRM: Marr Appraisal
SUBJECT: APPRAISAL ENGAGEMENT

Please find enclosed our request for appraisal services in the form of an engagement letter to be done in accordance with the Guidelines and terms herein. Please sign this letter as acceptance and return to us **within three (3) days** from receipt.

- I. INTRODUCTION
- | | | |
|---|---------------------------------------|--|
| ☐ Residential Property | ☐ Vacant | ☐ Owner-Occupied |
| ☒ Commercial Property | ☐ Construction | ☒ Purchase |

This letter is for professional appraisal services and represents your authorization to prepare an appraisal meeting the current USPAP rules and representing a "Fair Market Value" of the real estate.

Select Report Type: ☒ Appraisal Report ☐ Restricted Appraisal Report
☒ As is Report ☐ As Proposed

Contact is: Ryan Dubois (850) 585-1235.

Borrower/Owner: Ryan Dubois or new business entity (being formed today)

Address: 129 Staff Ave, Fort Walton Beach, FL 32548 (FYI Current listing notates address as Staff Drive)

Parcel No: 13-25-24-195D-0003-0060

Brief Legal: PARK PLACE 3RD ADD LOT 6 BLK 3

Description: 1,465 SF commercial mixed use building.

II. FEE

The Fee for appraisal services shall be \$2,000.00

The date of completion shall be on or before **September 13, 2023 (10 business days)**

III. REQUIRED CONTENTS

The Appraisal report shall be prepared with the following minimum guidelines:

A. This appraisal report is to be in writing and in narrative format or on a form approved by FNBT BANK and the appropriate federal banking regulatory agency. Regardless of the format chosen, the report shall be thorough and shall conform to the minimum reporting requirements of the appropriate federal institutions' regulatory agencies.

B. Conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) – This appraisal report is to conform to the current USPAP requirements.

C. Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in US dollars or in financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

D. DISCLOSURE OF COMPETENCY – This appraisal report shall make an affirmative statement that the appraiser is competent to complete his report in accordance with the competency provision in USPAP. In the absence of an affirmative statement, the appraiser must disclose any lack of knowledge and / or experience for this assignment and any necessary steps taken to comply with the competence provision in the USPAP.

E. APPRAISER INDEPENDENCE – Include in the certification require by USPAP an additional statement that the appraiser has acted in an independent capacity and that the appraisal assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan. The appraiser has no direct or indirect interest in the property or the transaction and/or bias with respect to the parties involved.

IV. CLIENT

FNBT BANK is the client for this report. The intended use of this appraisal report is for loan underwriting or credit decisions. The appraisal shall be ordered or requested by an employee of this institution and payment shall be made directly from the bank to the appraiser, once appraisal is accepted and/or reviewed. All documents furnished from this bank are to be considered confidential information to the appraiser pursuant to the disclosure requirements in the confidentiality section of the ethics provision and Statement on Appraisal Standards Number 5 and are to be returned to us. **ALL APPRAISAL REPORTS MUST INCLUDE A COPY OF THIS LETTER.**

Note – Please do NOT reconcile using active listings or pending sales. You may provide this information to offer an indication of the market.

I/we agree to the term of this engagement letter.

Appraiser's Signature: Tom Marr

Date: 9-7-2023

EMAIL Final Appraisal Reports to: Appraisal@fnbt.com

ALL APPRAISAL REPORTS MUST INCLUDE A COPY OF THIS LETTER

Qualifications of
Thomas A. Marr
State-Certified General Real Estate Appraiser No. RZ 2645 (FL)

M.B.A. Master of Business Administration
City University of Seattle, Seattle, WA
B.A. Bachelor of Arts, English
Pennsylvania State University – State College, PA

Business Affiliations and Work Experience, Past / Present

Panhandle Appraisal Group - Real Estate Appraiser - Certified General Appraiser
Marsh Appraisal Corporation - Real Estate Appraisal and Valuation Services; Certified General Appraiser
Humphrey and Associates – Real Estate Appraisers; Fort Walton Beach, FL
Humphrey and Smith – Real Estate Appraisers; Fort Walton Beach, FL
Appraisal House – Real Estate Appraisers; Fort Walton Beach, FL
Department of Transportation – Management Analyst
United States Army

APPRAISAL AND ADVISORY EXPERIENCE

Property Types

Agricultural Land	Day Care Centers	Office-Warehouse Facilities
Aircraft Hangars	Development Appraisals	Office Condominiums
Antenna Towers	Golf Courses / Clubs	Parking Facilities
Apartments	Health Clubs	Replacement Cost (Insurance)
Hotel and Motels	Home Sites (Lots)	Retail Stores
Bank Buildings	Industrial Land	Retail Strip Centers
Broadcast Facilities	Industrial Improvements	Restaurants
Car Washes	Manufacturing Facilities	Self-Service Storage
Churches	Medical Offices	Subdivisions (Commercial)
Condominium Units	Mobile Home Parks	Single-Family Residences
Assemblages, Complexes	Multifamily Land	Subdivisions (Residential)
And Conversions	Nurseries	Urban Land
Condominium Vacant Land	Office Buildings	Warehouses

Assignment Types	Assignment Purposes	Assignment Locations
Fee Appraisals Including	Acquisition	North Okaloosa County
Full and Fractional Interests	Assessment Appeal	South Okaloosa County
Construction Progress	Disposition	North Walton County
Feasibility Studies	Development Feasibility	South Walton County
Highest and Best Use Study	Estate Planning	North Santa Rosa County
Market Studies	Financing	South Santa Rosa County
Rent Studies	Investment Analysis	Panama City Beach
Insurance		

Appraisal Education / Courses Completed:	Representative Clients Past/Present
Principles of Appraising Real Estate Appraisal Specialists, Orlando, FL	First National Bank and Trust Trustmark National Bank Vision Bank
Principles of Highest and Best Use Appraisal Institute	Whitney Bank Beach Community Bank Alternative Funding Corporation
Advanced Capitalization Appraisal Institute	Kevin Helmich, Esc. P.A. First City Bank BankTrust
Appraisal Report Writing Appraisal Institute	Gulf South Private Bank Access Bank and Mortgage Colonial Bank
USPAP Update (15-Hour) Ed Klopfer School of Real Estate	Florida Coastal Mortgage Vanguard Bank Pensacola Guarantee Mortgage
USPAP Update (7-Hour) Ed Klopfer School of Real Estate	Suntrust Bank People's First Community Bank Bank of Bonifay
Appraisal Course ABII Ed Klopfer School of Real Estate	Smart Bank Regions Bank

My appraisal experience spans approximately 25 years of consistent service in the valuation of all types of commercial and residential property. Coupling this experience with a lifetime of personal residential and commercial real estate investment practice, I am able to bring to my work both the appraisal knowledge and the first-hand investment experience necessary to adequately evaluate real estate from all perspectives; The most important of which is the perspective of the client. I and my firm pride ourselves on professional, courteous, and time-responsive service unparalleled in the local area. Please allow us to service all of your commercial and residential valuation requirements.

APPRAISER LICENSE



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

MARR, THOMAS A
139 BEAL PARKWAY UNIT 202
FT. WALTON BEACH FL 32548

LICENSE NUMBER: RZ2645

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CITY OF MARY ESTHER
NEW CITY HALL MODIFICATIONS OR REMODEL PROBABLE COST COMPARISON
Date: October 2, 2023



To: Mr. Jared Cobb, City Manager
City of Mary Esther, FL
195 Christobal Road
Mary Esther, FL 32569
850.243.3566 ext 14
(Via: jcobb@cityofmaryesther.com)

Re: Probable Cost Comparison – New City Hall or Remodel an Existing Building

Dear Mr. Cobb,

Thank you for meeting with us and for the opportunity to provide you with a generalized probable cost comparison between potentially building a new city hall building vs. remodeling an existing property (First Florida Bank) located at 302 Mary Esther Blvd, Mary Esther, FL 32569.



The professional opinion offered is consistent with Florida Architects, Inc. (FLA) normal governmental project requirements, services, and processes normally required for a City Hall in the range of 7,220-NSF (9,747-GSF).

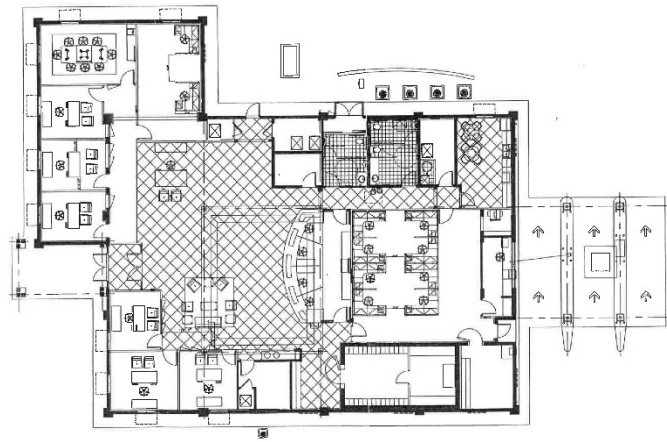
The following items and descriptions represent Florida Architects, Inc. proposed professional architectural and engineering services scope-of-work, deliverables, schedule, and related compensation.

OPTION #1: EXISTING BUILDING REMODELING

The existing building is in very good condition, has an emergency generator, with some exterior site improvements necessary, such as parking and driveway coating and restriping.

The interior would require some remodeling to accommodate city functions but are considered to be mostly related to new partitions and some finish work. Specific improvements would be considered during the design phase.

CITY OF MARY ESTHER
NEW CITY HALL MODIFICATIONS OR REMODEL PROBABLE COST COMPARISON
Date: October 2, 2023



OPTION #1: Remodeling/Improvements Probable Cost

Interior: 7,220-NSF x \$75.00/SF =	\$541,500
Exterior: Parking & Drive Coatings =	\$33,000

TOTAL OPTION #1:	\$574,500
-------------------------	------------------

OPTION #2: CONSTRUCT NEW CITY HALL

Approx. 7,220-NSF x 1.35 = 9,747-GSF (hurricane resistant)
 Reinforced CMU w/Brick Veneer Exterior Walls
 KEE Single-Ply Membrane Roofing on Insulated Concrete Deck & Steel Joists/Beams
 Suspended AT Ceilings
 LVP Vinyl Plank & Carpet Plank Flooring
 Porcelain Tile Restrooms Floors & Wall Finishes
 Painted Gypsum Board Interior Walls & Birch Paneling in Chamber
 Split HVAC System
 Mid-Level Grade Site Work/Minimum Improvements

9,747-GSF x \$322.88/SF =	\$3,147,123
Generator Option (whole bldg) =	\$245,000

TOTAL OPTION #2:	\$3,392,123 to \$4,000,000
-------------------------	-----------------------------------

CITY OF MARY ESTHER
NEW CITY HALL MODIFICATIONS OR REMODEL PROBABLE COST COMPARISON
Date: October 2, 2023



The Probable Cost Estimates included are based on minimum assumptions and should be studied further in a design process with more detail. However, this information is a reasonable comparison.

Thank you for the opportunity to *best serve* the City of Mary Esther.

Respectfully Submitted By
FLORIDA ARCHITECTS, INC.

 Digitally signed by Joseph Sorci
DN: cn=Joseph Sorci, o=Florida
Architects, Inc., ou,
email=jsorci@floridaarchitects.com,
c=US
Date: 2023.10.01 13:12:38 -05'00'

Prepared By: Joseph Sorci, AIA, President

Encl: New Building Means Probable Cost Estimate Worksheet

Cost Estimate Report

Date: 10/01/2023

City of Mary Esther
195 Christobal Road North Mary Esther, FL 32569
Mary Esther, Florida, 32569

Mary Esther City Hall
Year 2023

Assembly Summary Report
Prepared By: Valli Sorci Florida Architects, Inc.

Division Description	Total
A Substructure	\$93,213.45
B Shell	\$868,455.76
C Interiors	\$525,957.90
D Services	\$681,206.67
E Equipment & Furnishings	\$24,653.98
G Building Sitework	\$384,009.01
Subtotal	\$2,577,496.77
General Contractor's Markup on Subs	5.00% \$0.00
Subtotal	\$2,577,496.77
General Conditions	11.00% \$283,524.64
Subtotal	\$2,861,021.41
General Contractor's Overhead and Profit	10.00% \$286,102.14
Grand Total	\$3,147,123.55

LETTER OF INTENT

SITE: Mary Esther Bank
PROPERTY PARCEL NUMBER(S): 16-2S-24-0000-0001-001D
SIZE: Approximately 1.01 acres
LOCATION: 302 Mary Esther Blvd, Mary Esther, FL 32569

SELLER: Retail Partners Santa LLC	PURCHASER: City of Mary Esther
209 29th Avenue, Ste. 150	195 Christobal Rd
Nashville, TN 37203	Mary Esther, FL 32569

OFFER PRICE: ~~\$2,000,000.00~~ cash at closing

~~\$2,450,000.00~~ *J.E.* ~~\$2,200,000.00~~ *10/25/23*

EARNEST MONEY: \$25,000.00 (to be applied to purchase price at closing)

10/26/23 (NMB) until Dec 31, 2023

\$2,375,000 (NMB) 10/26/23

DUE DILIGENCE PERIOD. Purchaser shall have ~~sixty (60) days from the Effective Date~~ ("Approval Period") to obtain approval of the parcel and building. Purchaser retains exclusive right to cancel the Purchase and Sale Agreement during the due diligence period for any reason without penalty or recourse by the Buyer. If Purchaser cancels the Agreement during the due diligence period, the parties agree all earnest money shall be returned without penalty, reduction, or set-off to Purchaser within forty-eight (48) hours of written notice of cancellation of the Purchase and Sale Agreement.

CONTINGENCY: Purchase and Sale Agreement must be approved by Mary Esther City Council. In the event the city council does not approve the Purchase and Sale Agreement, the Purchaser shall receive the return of all earnest money without penalty, reduction or set-off within forty-eight (48) hours of written notice.

CLOSING: Closing on the Premises shall take place within thirty (30) days following the Due Diligence Period to purchase the Premises on the date, time of day and place as Buyer and Seller shall mutually agree.

SURVEY: Seller to provide if on file; Buyer to provide survey at Buyer's expense if a survey is not available.

TITLE: Buyer to order at Buyer's expense a Title Commitment Survey (title binder) to be provided by Buyer selected title company TBD.

COMMISSION: Seller shall pay a real estate commission to NBI Properties, Inc.

STANDARD CLOSING COSTS:

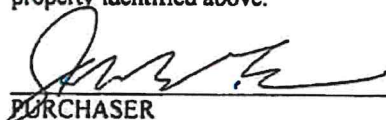
Seller pays: Deed and/or easement preparation, documentary stamps, recording fee, all assessments or installments which become due prior to the Closing, Seller obligated attorney fees; Agent Commissions

Buyer pays: Full purchase price set forth above, less Earnest Money Deposit, Owner's Title Policy, Buyer obligated attorney fees.

Real estate taxes: Whether or not then due or payable, shall be prorated to the date of Closing and be the Sellers' responsibility.

Miscellaneous: Miscellaneous Closing costs shall be split equally between Buyer and Seller(s) including other costs associated with closing.

Using the foregoing guidelines, we are prepared to negotiate a formal purchase agreement. This Letter of Intent is not a legally binding instrument but is a summary of the terms and conditions for preparation of a formal contract for the purchase of the real property identified above.


PURCHASER

10/19/23
DATE


SELLER

10/23/23
DATE

EXHIBIT A



AGENDA ITEM

Agenda Item 10.2.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: November 6, 2023

SUBJECT: Holiday Closing Schedule

BACKGROUND:

The week between Christmas and New Year's is typically slow for essential business activities in government. It is also a difficult time to maintain minimum staffing levels, as employees request additional time off to travel and spend time with family. For these reasons, the City Council has historically closed city facilities during this period.

On October 2, staff submitted a request to close City Hall and the Library for the period of Thursday, December 21 at noon and reopening on Tuesday, January 2. The City Council requested that I discuss with the Library the possibility of opening at least part-time during the four (4) days (remainder are official holidays) the Library would be closed.

DISCUSSION:

The request was discussed with library staff. The current practice has been in place for at least the last seven (7) years. Consequently, the staff have made holiday plans for the four (4) days that are not official holidays. These holidays include Christmas Eve, Christmas, and New Year's Day (staff also receive 1 floating holiday).

The proposed closure would require staff to use three (3) days of vacation or personal leave. Employees are permitted to work during this period. However, offices will remain closed to the public. The closure does not apply to essential services, including water and sewer operations.

There are two items that I would request the Council to consider as part of this discussion:

1. Timing - Christmas and New Year's are less than two months away. Many employees make plans months in advance for the holidays. I would suggest that if there is a desire to change policy, then we should consider the change early next year to allow staff to make plans in advance.
2. Teamwork - Over my last three (3) years one point of focus has been organizational development, including bringing all staff together to function as one organization, one team. We can certainly change this policy, but I would change the policy for the entire organization.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Motion to authorize the closing of City facilities during the holiday period beginning December 21, 2023 at noon and reopening January 2, 2024.

ATTACHMENT(S):

AGENDA ITEM

Agenda Item 11.1.

TO: Honorable Mayor and Members of the City Council

FROM: Valerie Broxson, City Clerk

DATE: November 6, 2023

SUBJECT: 2024 Regular City Council Meetings

BACKGROUND:

Staff has created a schedule for the Regular City Council Meetings from January through December of 2024. The dates were established by applying the "definition and schedule of meetings" found in the Mary Esther Codes and Ordinances.

Sec. 2-23 (Definition and schedule of meetings) is listed below, in part:

- a. Regular meetings—6:00 p.m. on the first and third Mondays of each month.
- e. For regularly scheduled meetings changed due to holidays or other reasons, the city council, by majority vote, will determine to either hold the meeting on another date or not to hold the meeting at all.

DISCUSSION:

The list below contains a list of suggested dates for the regular City Council meetings in 2024. Due to holidays or other events, three of the dates were changed. The three dates of the meetings were in January, September, and December.

Proposed 2024 Regular City Council Meeting Dates:

- **January 16, 2024 (Tuesday) - Moved due to holidays (New Years and Martin Luther King)**
- February 5, 2024 (Monday)
- March 4, 2024 (Monday)
- April 1, 2024 (Monday)
- May 6, 2024 (Monday)
- June 3, 2024 (Monday)
- July 1, 2024 (Monday)
- August 5, 2024 (Monday)
- **September 3, 2024 (Tuesday) - Moved due to holiday (Labor Day)**
- October 7, 2024 (Monday)
- November 4, 2024 (Monday)
- **December 9, 2024 (Monday) - Moved due to a community event on 1st Monday.**

FINANCIAL IMPACT:

There is no financial impact related to this matter.

RECOMMENDATION:

Alternatives include:

- Motion to approve the 2024 Regular City Council Meeting dates as proposed.
- Motion to approve the 2024 Regular City Council Meeting dates with changes.
- Continue without approving the 2024 Regular City Council Meeting dates.

ATTACHMENT(S):

AGENDA ITEM

Agenda Item 11.2.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: November 6, 2023

SUBJECT: FDEP Consent Order Amendment

BACKGROUND:

On November 17, 2022, the City Council approved a Consent Order with the Florida Department of Environmental Protection (FDEP). A copy of the staff report and consent order are attached for reference.

Subsequently, the City Council commissioned a study to review alternatives to upgrading the existing wastewater treatment facility (WWTF). This included decommissioning the existing plant and building a connection to the Okaloosa County Arbennie Pritchett wastewater treatment facility.

After an extensive review, the City Council elected to connect to the Okaloosa WWTF contingent upon securing funding. If funding is not secured, the city would revert to the original plan and rehabilitate the existing plant. This change requires an amendment to the FDEP Consent Order.

DISCUSSION:

A copy of the new Amended Consent Order is attached. Please be advised FDEP made several additional changes to the document, including penalties for spills not accounted for in the original consent order in the amount of \$4,136, plus \$500 in administrative expenses.

FINANCIAL IMPACT:

The City is required to pay \$500 in administrative expenses to FDEP. At our December City Council meeting, staff will recommend a penalty project of \$6,204 in lieu of paying the civil penalty of \$4,136.

RECOMMENDATION:

Motion to approve the amended consent order dated November 2, 2023, with the Florida Department of Environmental Protection.

ATTACHMENT(S):

1. Staff Report - November 15, 2022
2. Amended Consent Order - November 2, 2023

AGENDA ITEM

TO: Honorable Mayor and Members of the City Council
FROM: Jared Cobb, City Manager
DATE: November 15, 2022
SUBJECT: Consideration of FDEP Consent Order

BACKGROUND: On August 15, 2019, FDEP completed a site inspection of the City of Mary Esther Wastewater Treatment Facility (WWTF) and determined the original package plant was in violation of the wastewater permit. They also found Oxidation Ditch #1 and clarifier were in an unsatisfactory condition in violation of Rule 62-600.410(3) F.A.C.

On March 15, 2021, FDEP completed an additional inspection and observed unrepaired, cracked, and leaky chlorine contact chambers on effluent outflow walls. In addition, they reported sanitary sewer overflows from the period of March 1, 2019 through January 31, 2021.

On July 27, 2022, staff received the first draft of a consent order from FDEP. We have since completed several rounds of negotiations to improve the terms of the consent order. This included removal of the package plant, which was demolished in May 2022, and timeline extensions primarily to allow Council opportunity to complete the hydraulic study and preliminary engineering report regarding a potential connection to the Okaloosa County WWTF.

It is important to note that much progress has been made since the original FDEP inspection in 2019. The City Council and staff have taken the following steps to address deficiencies:

- Late 2019 a Wastewater Facilities Plan was completed by Mott MacDonald which identified necessary improvements to the WWTF and collections system
- Utility rates were increased by 10% in 2019, 2020, and 2021 to fund improvements identified in the Wastewater Facilities Plan
- May 2022 the Wastewater Package Plant Demolition was completed
- May 2022 the Council Commissioned a Hydraulic Study and Preliminary Engineering Report to review alternatives to the existing Mary Esther WWTF, including a potential connection to the Okaloosa County WWTF
- September 2022 the Oleander Parkway Sewer Line was rehabilitated
- November 2022 the Council reviewed a bid for the Springdale Neighborhood Infrastructure Improvements project, which will rehabilitate existing manholes within the neighborhood

FINANCIAL CONSIDERATIONS: The consent order requires payment of a penalty in the amount of \$90,043, or completion of an in-kind penalty project in the amount of \$133,564.50. Further, the City will be required to complete an engineering study and develop a plan to implement recommendations to prevent future sanitary sewer overflows.

ALTERNATE ACTIONS:

1. Direct staff to request additional modifications to the consent order.
2. No action will result in additional fines and other enforcement measures.

RECOMMENDATION: Motion to approve the consent order with FDEP.

Respectfully submitted,

Jared Cobb

Jared Cobb
City Manager

Attachments:

- Exhibit A – FDEP Consent Order



FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, Florida 32502

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

November 4, 2022

Jared Cobb, City Manager
City of Mary Esther
195 Christobal Road N
Mary Esther, FL 32569
cmgr@cityofmaryesther.com

Re: Second Proposed Consent Order; DEP v. City of Mary Esther, OGC File No.: 22-2083;
Okaloosa County

Dear Mr. Cobb,

Enclosed is the second proposed Long Form Consent Order, which addresses issues related to the Mary Esther WWTP. The Department took the facility's requests into consideration and made the following adjustments.

1. Removed corrective action for original treatment plant demolition as this requirement was completed on July 1, 2022
2. Extended time frame for paragraphs 8 & 9 to 90 days to allow for engineering inspections, peer reviews, and city council approval

Please review the document, and if acceptable, sign and return it within **15 days** for final execution. A copy of the executed Consent Order will be forwarded to you for your records. If the document is not acceptable, please contact the Department regarding your objections within 15 days of your receipt of the document.

Please note the requirements of the Long Form Consent Order for which you are responsible and fulfill all pertinent actions accordingly. Unless otherwise noted, all deadlines for completing requirements and actions in the Long Form Consent Order are to be calculated from its executed date, which is the date the Consent Order was filed with the Department Clerk, as noted on the signature page.

Your cooperation in resolving this matter is greatly appreciated. If you have any questions, please contact Deneale Miller at Deneale.M.Miller@FloridaDEP.gov or via phone (850) 595-0677.

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth Orr". The signature is fluid and cursive, with the first name "Elizabeth" and the last name "Orr" clearly distinguishable.

Elizabeth Orr
Director
Northwest District

EMO/dmm

cc: Paul Price, Mary Esther WWTP Operator, (paul.price@jacobs.com)
Scott Jernigan, Project Engineer, (Scott.Jernigan@jacobs.com)

Enclosure: Long Form Consent Order

Exhibit A

In-Kind Projects

I. **Introduction**

Proposal

a. Within 60 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable, Respondent shall submit, by certified mail, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.

Proposal Certification Form

b. The proposal shall also include a Certification by notarized affidavit from a senior management official for _____ (insert name of Respondent) who shall testify as follows:

My name is _____ (print or type name of senior management official) and do hereby testify under penalty of law that:

A. I am a person with management responsibilities for _____ (print or type name of Respondent) budget and finances. During the eighteenth month period prior to the effective date of Consent Order OGC Case No.: _____ there has not been any transfer or use of funds obtained by the _____ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by

Personally, known or by Production of the following Identification _____

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: _____

Commission/Serial No.: _____

Annual Certification Form

My name is _____ (print or type name of senior management official) and do hereby testify under penalty of law that:

A. I am a person with management responsibilities for _____ (print or type name of Respondent) budget and finances. During the twelve month period immediately preceding the notary date on this Certification, there has not been any transfer or use of funds obtained by the _____ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by

Personally, known or by Production of the following Identification _____

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: _____

Commission/Serial No.: _____

c. If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit, by certified mail, all requested additional information, clarification, and modifications within 15 days of receipt of written notice.

d. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new proposal within 30 days of receipt of written notice. In the event that the revised proposal is not approved by the Department, Respondent shall make cash payment of the civil penalties as set forth in paragraph 15 above, within 30 days of Department notice.

e. Within 120 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department within 120 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable then Respondent shall make cash payment of the stipulated penalties as set forth in paragraph 16 above, within 30 days of Department notice.

f. Within 180 days of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph 2(a) above, Respondent shall complete the entire in-kind project.

g. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

h. In the event, Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalties shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$89,043.00 penalty, no additional penalties shall be assessed under paragraph 15 for failure to complete the requirement of this paragraph.

i. Within 15 days of completing the in-kind project, Respondent shall notify the Department, by certified mail, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

j. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new notification of completion within 15 days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalty shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$89,043.00, no additional penalties shall be assessed under paragraph 15 for failure to complete the requirements of this paragraph.

STATE OF FLORIDA DEPARTMENT	)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION	)	NORTHWEST DISTRICT
	)	
v.	)	OGC FILE NO. 22-2083
	)	
CITY OF MARY ESTHER	)	
_____	)	

nuisance conditions in violation of Rule 62-600.410(5) F.A.C. In addition, train #1 (Oxidation Ditch 1 and clarifier) were in unsatisfactory conditions in violation of Rule 62-600.410(3) F.A.C.

- b) During the March 15, 2021 inspection, the Department observed the following:
 - i) Unrepaired, cracked, and leaky chlorine contact chambers on effluent outflow walls compromising structural integrity in violation of permit condition IX.7, and
 - ii) Sanitary sewer overflow (SSO) reports for the period from March 1, 2019 through January 31, 2021, indicated that the facility had unauthorized discharges or unpermitted SSOs of approximately 164,550 gallons in violation of Chapter 403, F. S., and Rules 62-620 and 62-604, F.A.C., attached hereto as Exhibit "B".

Having reached a resolution of the matters, Respondent and the Department mutually agree and it is

ORDERED:

5. Respondent shall comply with the following corrective actions within the stated time periods:

6. Respondent shall complete the long-term wastewater evaluation study in accordance with the following terms:

7. **No later than June 30, 2024**, Respondent shall implement repairs to oxidation ditch and clarifier# 1 to resolve violations identified in paragraph 4.a. above. Alternatively, Respondent has advised that it may seek to decommission its WWTP by connecting to the treatment facilities of Okaloosa County, Florida. If Respondent provides evidence by March 31, 2023, that it intends to decommission its WWTP and connect to Okaloosa County's treatment facilities the parties agree they will modify the terms and conditions of this Consent Order. Amendments to the Consent Order will be to establish reasonable timelines and

guidelines for Respondent to connect to the treatment facilities of Okaloosa County and decommission the Mary Esther WWTP.

8. **Within 90 days of the effective date of this Order**, Respondent shall submit to the Department an evaluation conducted by a professional engineer registered in the state of Florida, of the Facility, including the effluent reuse system and associated collection system, to discover the cause or causes of the violations identified in paragraph 4.b) above, and provide a timeline of the Master Plan's Phase I and Phase II projects including the proposed Azalea Park Neighborhood Infrastructure Improvements project.

9. **Within 90 days of the due date for submission of the evaluation in paragraph 8**, Respondent shall submit to the Department Facility and/or collection system design modifications, prepared and submitted under seal by a professional engineer registered in the state of Florida, to remedy the cause or causes of the violations identified in paragraph 4.b) above and ensure the Facility and collection system will function in full and consistent compliance with all applicable rules; if no permit is required for the work, Respondent will provide confirmation of no permit required to the Department. In the event the Department requires additional information to process the permit application, Respondent shall provide a written response containing the information requested by the Department within 30 days of the date of the request.

10. **Within 240 days after issuance of the wastewater permit referenced in paragraph 9 above, or if no permit is required, within 210 days of the approval of the design modification(s)**, Respondent shall complete construction of the modification(s) submitted pursuant to paragraph 9.

11. **Within 15 days after completion of the construction**, Respondent shall submit to the Department a DEP Form 62-620.910(12), for the facility modifications and a Certification of Completion for any collection system work, prepared and sealed by a professional engineer registered in the State of Florida, stating that modifications to the Facility, effluent reuse system, and/or collection system identified in Paragraph 9 have been constructed in

accordance with the provisions of the Permit or, if no Permit is required the design modification(s) submitted pursuant to paragraph 9.

12. **Within 180 days of the effective date of this Order**, Respondent shall provide to the Department a Sanitary Sewer Overflow Response Plan (SORP). The SORP shall include the following components:

- (i) The steps staff shall follow upon discovery of an unauthorized discharge, with the goal of immediately limiting the threat to public health and the environment by stopping the discharge, limiting the extent of impacts, and controlling public access to impacted areas;
- (ii) Where and how staff may rapidly access information regarding the locations of pipes, valves, pumps, and other components of the system for purposes of responding to an unauthorized discharge;
- (iii) Who has authority to direct a response, including acquiring equipment or materials, mobilizing and directing staff and contractors, and initiating required notifications;
- (iv) How internal communications will be conducted, beginning with notification of the person authorized to direct the response when an unauthorized discharge is discovered;
- (v) How and when sampling of surface waters will be conducted, who will collect samples and how the samples will be handled and transported to a certified laboratory, and what parameters will be analyzed, with analyses to include *E. coli* for Class III fresh waters and Class I potable water supplies, *Enterococci* for Class III marine waters, and fecal coliform and *Enterococci* for Class II shellfish harvesting waters, Total Nitrogen and Total Phosphorus. Sampling locations should be selected to reflect background conditions not receiving effluent or sewage and an area within 10 meters of the point in which the effluent or sewage entered the waterbody.

(vi) Where and how equipment or materials may be obtained, how staff may be dispatched, and how contractors may be mobilized to respond to the discharge and to repair the damage or correct the problem that resulted in the discharge;

(vii) How and when the required notifications will be made and updates provided to the Department, other regulatory agencies, and the public, including:

- 1) Oral notification of the department for all incidents within 24 hours of discovery and/or the State Watch Office at (800) 320-0519 for unauthorized discharges greater than 1,000 gallons or that may endanger public health or the environment within 24 hours of discovery;
- 2) notification via the web form on the Department's Public Notice of Pollution webpage at <http://prodenv.dep.state.fl.us/DepPNP/user/pnpRequest> for unauthorized discharges greater than 1,000 gallons or that may endanger public health or the environment within 24 hours of discovery, and;
- 3) a written report submitted to the Department within 5 days of discovery to include the following information:
 - a. What is the final spill volume of the SSO?
 - b. Did the SSO reach surface waters?
 - c. How much of the SSO's volume reached surface waters, if any?
 - d. How much volume of the SSO was recovered?
 - e. How much volume of the SSO was not recoverable?
 - f. Describe what happened to cause the SSO;
 - g. Describe the actions taken to remediate the SSO; and

h. Describe the actions taken, or to be taken, to prevent future SSOs of this nature.

(viii) How discharge volumes will be estimated, basing calculations on such factors as pipe size, pressure, size of opening, and any other applicable information;

(ix) How the event will be documented and tracked, and how the information will be incorporated into Respondent's management of the sanitary sewer system.

13. **Every calendar quarter after the effective date of this Order and continuing until all corrective actions have been completed**, Respondent shall submit to the Department a written report containing information about the status and progress of projects being completed under this Order, information about compliance or noncompliance with the applicable requirements of this Order, including construction requirements and effluent limitations, and any reasons for noncompliance. These reports shall also include a projection of the work Respondent will perform pursuant to this Order during the 24-month period which will follow the report. Respondent shall submit the reports to the Department within 30 days of the end of each quarter.

Table 1: Quarterly Progress Report Compliance Deadlines

Monitoring Period	Submission Deadline
January 01 - March 31	April 30
April 01 - June 30	July 30
July 01 - September 30	October 30
October 01 - December 31	January 30 of the following year

14. Notwithstanding the time periods described in the paragraphs above, Respondent shall complete all corrective actions required by paragraphs 6 through 13 by September 30, 2024, and be in full compliance with the Permit and Rules 62-600.410(5), 62-620,

62-604 F.A.C., regardless of any intervening events or alterative time frames imposed in this Order, other than those excused delays agreed to by the Department, as described in paragraph 23.

15. **Within 30 days of the effective date of this Order**, Respondent shall pay the Department \$90,043.00 in settlement of the regulatory matters addressed in this Order. This amount includes \$89,043.00 for civil penalties and \$1,000.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order. The civil penalty in this case includes 11 violations that each warrant a penalty of \$2,000.00 or more.

16. Respondent agrees to pay the Department stipulated penalties in the amount of \$1,000.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraph(s) 7 through 13, 17, 18, and Exhibit A of this Order. Additionally, Respondent shall pay the Department stipulated penalties for any discharges of wastewater from the WWTF and/or collection/transmission system. Respondent shall pay penalties as follows:

<u>Amount p/day p/discharge</u>	<u>Discharge Volume</u>
\$1,000.00	up to 5,000 gallons
\$2,000.00	5,001 to 10,000 gallons
\$5,000.00	10,001 to 25,000 gallons
\$10,000.00	25,001 to 100,000 gallons
\$15,000.00	in excess of 100,000 gallons

The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment, and shall do so as further described in paragraph 20, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in paragraph 15 of this Order.

17. In lieu of making cash payment of \$89,043.00 in civil penalties as set forth in paragraph 15 above, Respondent may elect to off-set this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project and may not be a corrective action requirement of the Order or otherwise required by law. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount, which in this case is the equivalent of at least \$133,564.50. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by certified mail within 15 days of the effective date of this Consent Order. Notwithstanding the election to implement an in-kind project, payment of the remaining \$1,000.00 in costs must be paid within 30 days of the effective date of the Consent Order.

18. If Respondent elects to implement an in-kind project as provided in paragraph 17, then Respondent shall comply with all the requirements and time frames in Exhibit A entitled In-Kind Projects.

19. In the event that Respondent elects to off-set civil penalties including stipulated penalties by implementing an in-kind penalty project which is approved by the Department, during the period that this Order remains in effect or during the effective date of any Department issued Permit to Respondent, whichever is longer (Prohibited Transfer Duration), Respondent shall not transfer or use funds obtained by the Respondent from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System (hereinafter, Prohibited Transfer). Respondent shall annually certify to the Department, using the Annual Certification Form located on Exhibit A to this Order, that no Prohibited Transfer has occurred. In the event of any Prohibited Transfer, the In-Kind project option shall be forfeited, and entire civil penalty shall immediately become due and owing to the Department irrespective of any expenditures by the Respondent in furtherance of the In-Kind project.

20. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at:

<http://www.fldepportal.com/go/pay/>. It will take a number of days after this order is final, effective and filed with the Clerk of the Department before ability to make online payment is available. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Assistant District Director, Department of Environmental Protection, Northwest District Office, 160 West Government St., Suite 308, Pensacola, Florida 32502.

21. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

22. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Order.

23. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is

delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

24. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

25. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

26. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

27. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$15,000.00 per day per violation, and criminal penalties.

28. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

29. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

30. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

31. This Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

32. Respondent shall publish the following notice in a newspaper of daily circulation in Okaloosa County, Florida. The notice shall be published one time only within 15 days of the effective date of the Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTICE OF CONSENT ORDER

The Department of Environmental Protection ("Department") gives notice of agency action of entering into a Consent Order with CITY OF MARY ESTHER pursuant to section 120.57(4), Florida Statutes. The Consent Order addresses the domestic wastewater issues at

Mary Esther Wastewater Treatment Plant and the related collection/transmission system. The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Northwest District Office, 160 West Government St., Suite 308, Pensacola, Florida 32502.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The name and address of each agency affected and each agency's file or identification number, if known;
- b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- c) A statement of when and how the petitioner received notice of the agency decision;
- d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via

electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the Northwest District Office at 160 West Government Street, Suite 308, Pensacola, Florida 32502. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

33. Rules referenced in this Order are available at
<http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

FOR THE RESPONDENT:

City of Mary Esther

Date

DONE AND ORDERED this ____ day of _____, ____, in _____
County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Elizabeth Mullins Orr
Director
Northwest District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk,
receipt of which is hereby acknowledged.

Clerk

Date

Fully Executed Copies furnished to:
Lea Crandall, Agency Clerk
Mail Station 35

Mary Esther WWTP SSO Table

County: Okaloosa Facility ID: FLA010191

Incident Date	SWO Number	Location	Initial Spill Volume (gallons)	Final Spill Volume (gallons)	Water Body Affected
3/7/2019	2019-1353	195 Christobal Rd	1,200	1,200	-
11/16/2019	-	168 Brewers Circle	Less than 100	-	-
3/24/2020	2020-1692	Hollywood & Mary Esther Blvd	1,000	1,000	Santa Rosa Sound
8/21/2020	2020-4405	2 Cristobal Rd South	250	350	Santa Rosa Sound
9/17/2020	2020-5219	521 E Miracle Strip	50,000	50,000	-
9/17/2020	2020-5219	301 W. Miracle Strip	10,000	10,000	-
9/17/2020	2020-5219	521 E. Miracle Strip	2,000	2,000	Santa Rosa Sound
9/26/2020	2020-5332	Hollywood Blvd	100,000	100,000	-



FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, FL 32502

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

November 2, 2023

Jared Cobb, City Manager
City of Mary Esther
195 Christobal Road N
Mary Esther, FL 32569
cmgr@cityofmaryesther.com

Subject: Proposed Amended Consent Order; DEP vs. City of Mary Esther;
FLA010191; OGC #22-2083B; Okaloosa County

Dear Mr. Cobb:

Enclosed is the proposed Amended Consent Order, which addresses wastewater issues related to the Mary Esther WWTP and the related collection/transmission system (FLA010191), located in Okaloosa County. This document has been updated to include an alternative option featured in paragraph 6.h. Please review the document, and if acceptable, sign and return it within **15 days** for final execution. A copy of the executed Consent Order will be forwarded to you for your records. If the document is not acceptable, please contact the Department regarding your objections within **15 days** of receipt of the document.

Your cooperation in resolving this matter is greatly appreciated. If you have any questions, please contact Erin Rasnake at (850) 595-0688 or by email at Erin.Rasnake@FloridaDEP.gov.

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth Mullins Orr".

Elizabeth Mullins Orr
Director
Northwest District

EMO/ dmm

Enclosure: Proposed Amended Consent Order

c: Paul Price (paul.price@jacobs.com)
Scott Jernigan (scott.jernigan@jacobs.com)
Heather Day (hday@cityofmaryesther.com)

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT	)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION	)	NORTHWEST DISTRICT
	)	
v.	)	OGC FILE NO. 22-2083B
	)	
CITY OF MARY ESTHER	)	
	)	

CONSENT ORDER

FIRST AMENDED CONSENT ORDER

The State of Florida Department of Environmental Protection (Department) and City of Mary Esther (Respondent) entered into Consent Order OGC File No. #22-2083 (Original Order), which became effective on November 18, 2022. This First Amended Consent Order (Amended Order) is entered into between the two parties. Respondent and Department agree that this Amended Order replaces and supersedes the Original Order.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (F.S.), and the rules promulgated and authorized in Title 62, Florida Administrative Code (F.A.C.). The Department has jurisdiction over the matters addressed in this Amended Order.
2. Respondent is a person within the meaning of Section 403.031(5), F.S.
3. Respondent is the owner and is responsible for the operation of the City of Mary Esther Wastewater Treatment Plant (WWTP), a 0.900 million gallon per day (MGD) with reclaimed water discharging to a wet weather pond and spray field (Facility). The Facility is operated under Wastewater Permit No. FLA010191-010-DW1P (Permit), which was issued on November 30, 2022, and expires on November 29, 2027. The Facility is located at 195 North Christobal Road in the city of Mary Esther, in Okaloosa County, Florida (Property). Respondent owns the Property on which the Facility is located.

4. The Department finds that the following violations occurred:
 - a) During an October 2, 2023, stipulated penalty review, the Department observed Sanitary sewer overflow (SSO) reports for the period from February 1, 2021, through September 30, 2023, indicating that the facility had unauthorized discharges or unpermitted SSOs of approximately 52,350 gallons in violation of Chapter 403, F. S., and Rules 62-620 and 62-604, F.A.C., attached hereto as Exhibit "B".

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

5. Respondent shall comply with the following corrective actions within the stated time periods:
 6. Respondent shall complete the decommission of the wastewater treatment plant and connection to the treatment facilities of Okaloosa County in accordance with the following schedule:
 - a.) Within 18 months of the effective date of this Amended Order, Respondent shall obtain funding to decommission the existing Mary Esther WWTP in accordance with the decommission notice and tentative schedule submitted on May 4, 2023, and June 30, 2023, respectively.
 - b.) Within 17 months of funding approval in paragraph 6.a., Respondent shall submit to the Department an Engineering Design prepared and submitted under seal by a professional engineer registered in the state of Florida, to decommission the Mary Esther Wastewater Treatment Plant.
 - c.) Within 90 days of the due date for submission of the Engineering Design in paragraph 6.b., Respondent shall submit a complete application for a Department wastewater permit to construct the modifications submitted pursuant to paragraph 6.b., if such a permit is required. In the event the Department requires additional information to process the permit application

Respondent shall provide a written response containing the information requested by the Department within 30 days of the date of the request.

- d.) Within 2 years after issuance of the wastewater permit referenced in paragraph 6.c. above, or if no permit is required, within 2 years of the approval of the engineering design in paragraph 6.b., Respondent shall complete construction of the modifications submitted pursuant to paragraph 6.b.
- e.) Within 15 days after completion of the construction, Respondent shall submit to the Department a Certification of Completion, prepared and sealed by a professional engineer registered in the State of Florida, stating that modifications to the Facility, effluent disposal system, and collection system have been constructed in accordance with the provisions of the Permit or, if no Permit is required the design modification(s) submitted pursuant to paragraph 6.b.
- f.) Within 2 years of the effective date of this Amended Order, Respondent shall initiate a Property Acquisition of the property in which the Facility and collection system are located. The acquisition should be completed no later than October 30, 2026.
- g.) Within 6 months of the due date for submission of the Certification of Completion in paragraph 6.e., Respondent shall complete the demolition of the Facility and meet all of the requirements of Rules 62-600.410(7) and 62-620.610(15), F.A.C.
- h.) Alternatively, Respondent has advised that it may seek to return to the facility Rehabilitation Master Plan submitted on June 30, 2023, if funding for the decommission of its WWTP is not obtained or feasible. If Respondent provides evidence by December 31, 2024, that it intends to reinstate the Rehabilitation Master Plan the parties agree they will modify the terms and conditions of this Amended Consent Order. Amendments to the Amended Order will be to

establish reasonable timelines and guidelines for Respondent's Rehabilitation Master Plan.

7. On June 28, 2023, the Department revised rule 62-600.705 requiring all domestic wastewater facilities to develop a Collection/Transmission System Power Outage Contingency Plan and a Collection System Action Plan with permit renewal. Respondent shall continue to follow the selected collection system recommended alternative submitted to the Department on June 30, 2023, while developing the plans listed below.

a.) Within 180 days of the effective date of this Amended Order, Respondent shall provide a Collection/Transmission System Power Outage Contingency Plan in accordance with Rule 62-600.705(1), F.A.C. and [Department guidance](#). The plan should include a description of the program and protocols to mitigate the impacts of power outages on the facility's collection/transmission system and pump stations.

b.) Within 180 days of the effective date of this Amended Order, Respondent shall submit a Collection System Action Plan in accordance with Rule 62-600.705(2), F.A.C. and [Department guidance](#). The plan should include a pipe assessment, repair, and replacement action plan for the facility's collection system. In addition to the pipe assessment, the plan should incorporate the 7-phase collection system recommended alternative corrective actions, and a tentative schedule for completion of each phase of the project.

8. Every calendar quarter after the effective date of this Amended Order and continuing until all corrective actions have been completed, Respondent shall submit to the Department a written report containing information about the status and progress of projects being completed under this Amended Order, information about compliance or noncompliance with the applicable requirements of this Amended Order, including construction requirements and effluent limitations, and any reasons for noncompliance. These reports shall also include a projection of the work Respondent will perform pursuant to this Amended Order during the 12-month period which will follow the report. Respondent shall submit the reports to the Department within 30 days of the end of each quarter.

9. Respondent's completion of all corrective actions required by paragraphs 5-8, 28, and Exhibit A within the respective deadlines specified thereunder shall constitute full compliance with Chapter 403, F. S., and Rules 62-620, 62-604, and 62-600.705, F.A.C.

10. Within 30 days of the effective date of this Amended Order, Respondent shall pay the Department \$4,636.00 in settlement of the regulatory matters addressed in this Amended Order. This amount includes \$4,136.00 for civil penalties and \$500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Amended Order. The civil penalty in this case includes 1 violation for sanitary sewer overflows that warrants a penalty of \$4,000.00.

11. Respondent agrees to pay the Department stipulated penalties in the amount of \$100.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraph(s) 5-9, 28, and Exhibit A of this Amended Order. Additionally, Respondent shall pay the Department stipulated penalties for any discharges of wastewater from the WWTF and/or collection/transmission system. Respondent shall pay penalties as follows:

<u>Amount p/day p/discharge</u>	<u>Discharge Volume</u>
\$1,000.00	up to 5,000 gallons
\$2,000.00	5,001 to 10,000 gallons
\$5,000.00	10,001 to 25,000 gallons
\$10,000.00	25,001 to 100,000 gallons
\$15,000.00	in excess of 100,000 gallons

The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment and shall do so as further described in paragraph 15, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Amended Order. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in paragraph 10 of this Amended Order.

12. In lieu of making cash payment of \$4,136.00 in civil penalties as set forth in paragraph 10 above, Respondent may elect to off-set this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project and may not be a corrective action requirement of the Amended Order or otherwise required by law. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount, which in this case is the equivalent of at least \$6,204.00. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by certified mail within 15 days of the effective date of this Amended Order. Notwithstanding the election to implement an in-kind project, payment of the remaining \$500.00 in costs must be paid within 30 days of the effective date of the Amended Order.

13. If Respondent elects to implement an in-kind project as provided in paragraph 12, then Respondent shall comply with all the requirements and time frames in Exhibit A entitled In-Kind Projects.

14. In the event that Respondent elects to off-set civil penalties including stipulated penalties by implementing an in-kind penalty project which is approved by the Department, during the period that this Amended Order remains in effect or during the effective date of any Department issued Permit to Respondent whichever is longer (Prohibited Transfer Duration), Respondent shall not transfer or use funds obtained by the Respondent from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System (hereinafter, Prohibited Transfer). Respondent shall annually certify to the Department using the Annual Certification Form located on Exhibit A to this Order that no Prohibited Transfer has occurred. In the event of any Prohibited Transfer, the In-Kind project option shall be forfeited, and entire civil penalty shall immediately become due and owing to the Department irrespective of any expenditures by the Respondent in furtherance of the In-Kind project.

15. Respondent shall make all payments required by this Amended Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Amended Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take a number of days after this order is final, effective and filed with the Clerk of the Department before ability to make online payment is available.

16. Except as otherwise provided, all submittals and payments required by this Amended Order shall be sent to Assistant District Director, Department of Environmental Protection, Northwest District Office, 160 West Government St., Suite 308, Pensacola, Florida 32502.

17. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Amended Order and the rules and statutes administered by the Department.

18. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Amended Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Amended Order with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Amended Order.

19. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Amended Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of

Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

20. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Amended Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Amended Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Amended Order.

21. This Amended Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Amended Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law.

Entry of this Amended Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

22. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Amended Order.

23. Respondent is fully aware that a violation of the terms of this Amended Order may subject Respondent to judicial imposition of damages, civil penalties up to \$15,000.00 per day per violation, and criminal penalties.

24. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Amended Order. Respondent also acknowledges and waives its right to appeal the terms of this Amended Order pursuant to section 120.68, F.S.

25. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Amended Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

26. The terms and conditions set forth in this Amended Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Amended Order constitutes a violation of section 403.161(1)(b), F.S.

27. This Amended Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Amended Consent Order will not be effective until further order of the Department.

28. Respondent shall publish the following notice in a newspaper of daily circulation in Okaloosa County, Florida. The notice shall be published one time only within 15 days of the effective date of the Amended Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
NOTICE OF CONSENT ORDER

The Department of Environmental Protection (“Department”) gives notice of agency action of entering into a Consent Order with CITY OF MARY ESTHER pursuant to section 120.57(4), Florida Statutes. The Consent Order addresses the Mary Esther Wastewater Treatment Plant and the related collection/transmission system at. The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Northwest District Office, 160 West Government Street, Suite 308, Pensacola, Florida 32502.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department’s final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The name and address of each agency affected and each agency’s file or identification number, if known;
- b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner’s representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner’s substantial interests will be affected by the agency determination;
- c) A statement of when and how the petitioner received notice of the agency decision;
- d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency’s proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency’s proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Northwest District Office, 160 West Government Street, Suite 308, Pensacola, Florida 32502. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

29. Rules referenced in this Order are available at <http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

FOR THE RESPONDENT:

City of Mary Esther

Date

DONE AND ORDERED this __ day of _____, 2023, in _____, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Elizabeth Mullin Orr
Director
Northwest District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk,
receipt of which is hereby acknowledged.

Clerk

Date

Copies furnished to:

Lea Crandall, Agency Clerk
Mail Station 35

Exhibit A

In-Kind Projects

I. Introduction

Proposal

a. Within 60 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable, Respondent shall submit, by certified mail, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.

Proposal Certification Form

b. The proposal shall also include a Certification by notarized affidavit from a senior management official for _____ (insert name of Respondent) who shall testify as follows:

My name is _____ (print or type name of senior management official) and do hereby testify under penalty of law that:

A. I am a person with management responsibilities for _____ (print or type name of Respondent) budget and finances. During the eighteenth month period prior to the effective date of Consent Order OGC Case No.: _____ there has not been any transfer or use of funds obtained by the _____ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by

Personally, known or by Production of the following Identification _____

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: _____

Commission/Serial No.: _____

Annual Certification Form

My name is _____ (print or type name of senior management official) and do hereby testify under penalty of law that:

A. I am a person with management responsibilities for _____ (print or type name of Respondent) budget and finances. During the twelve month period immediately preceding the notary date on this Certification, there has not been any transfer or use of funds obtained by the _____ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by

Personally, known or by Production of the following Identification _____

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: _____

Commission/Serial No.: _____

c. If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit, by certified mail, all requested additional information, clarification, and modifications within 15 days of receipt of written notice.

d. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new proposal within 30 days of receipt of written notice. In the event that the revised proposal is not approved by the Department, Respondent shall make cash payment of the civil penalties as set forth in paragraph 10 above, within 30 days of Department notice.

e. Within 120 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department within 120 days of the effective date of this Consent Order, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable then Respondent shall make cash payment of the civil penalties as set forth in paragraph 10 above, within 30 days of Department notice.

f. Within 180 days of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph I.a. above, Respondent shall complete the entire in-kind project.

g. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

h. In the event, Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalties shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$4,136.00 penalty, no additional penalties shall be assessed under paragraph 10 for failure to complete the requirement of this paragraph.

i. Within 15 days of completing the in-kind project, Respondent shall notify the Department, by certified mail, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

j. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct

and redress all the matters at issue and submit, by certified mail, a new notification of completion within 15 days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalty shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$4,136.00, no additional penalties shall be assessed under paragraph 10 for failure to complete the requirements of this paragraph.

Exhibit "B"
Mary Esther Reported SSOs from February 2021 to September 2023

Incident Date	SWO Number	Location	Final Spill Volume	Recovered Spill Volume	Water Body Affected
07/12/2021	N/A	14 Sleepy Hollow Rd. unit S6, Mary Esther FL, 32569	750	0	N/A
10/07/2021	2021-5708	Oleander Pkwy & Magnolia Dr, Mary Esther FL, 32569	50,000	0	Santa Rosa Sound
04/07/2022	N/A	Doolittle Blvd, Mary Esther FL, 32569	800	400	N/A
12/18/2022	N/A	0 Hollywood Blvd, Mary Esther FL, 32569	150	0	N/A
01/31/2023	N/A	Windy Lane, Mary Esther FL, 32569	300	300	N/A
09/03/2023	N/A	160 Brewers Circle, Mary Esther FL, 32569	350 52,350	0 700	N/A

AGENDA ITEM

Agenda Item 11.3.

TO: Honorable Mayor and Members of the City Council

FROM: Heather Day, Finance Director

DATE: November 6, 2023

SUBJECT: State Revolving Fund Loan Agreement Amendment (WW460201)

BACKGROUND:

The Azalea Park Neighborhood, as outlined in the water and sewer master plan, is in need of essential sewer improvements. The current infrastructure is outdated and has operational challenges, leading to potential environmental concerns.

DISCUSSION:

Amendment 2 to the WW460201 Clean Water Loan Agreement requests authorization for an additional allocation of \$2,060,950 to support sewer enhancements in the Azalea Park Neighborhood. This amount is determined by engineering projections, and the definitive project cost will be determined once a bid is approved. Please note that this funding exclusively pertains to sewer improvements. A new loan agreement is required for the water portion of this project and will be discussed in a separate agenda item included in this agenda packet.

FINANCIAL IMPACT:

The proposed increase of \$2,060,950 will increase the loan agreement amount from \$2,747,550 to \$4,808,500.

RECOMMENDATION:

Motion to approve amendment 2 to loan agreement WW460201.

ATTACHMENT(S):

1. SRF Amendment 2 to Loan Agreement WW460201

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT WW460201
CITY OF MARY ESTHER**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF MARY ESTHER, FLORIDA, (the “Local Government”) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

The Department and the Local Government entered into a Clean Water State Revolving Fund Loan Agreement, Number WW460201, as amended, authorizing a Loan amount of \$2,747,550, excluding Capitalized Interest; and

The Local Government is entitled to additional financing of \$2,060,950, excluding Capitalized Interest; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete construction; and

Certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 1.01 is amended to include the following definition:

“Asset Management Plan” shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan includes the identification of and costs for rehabilitating, repairing, or replacing all assets as well as the schedule to do so. The requirements for asset management plans are in Subsection 62-503.700(7), Florida Administrative Code.

2. Subsection 1.01(8) of the Agreement is deleted.
3. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	\$4,808,500	140131

4. Section 8.11 of the Agreement is deleted and replaced as follows:[RT1]

8.11. ASSET MANAGEMENT PLAN.

Subsection 62-503.700(7), Florida Administrative Code encourages Loan recipients to implement an Asset Management Plan to promote long term sustainability of the system. To be eligible for a 0.10% Financing Rate reduction, an Asset Management Plan must be adopted by ordinance or resolution and written procedures must be in place to implement the plan.

The plan must include each of the following elements: i) identification of all assets within the Local Government's system; ii) an evaluation of the current age, condition, and anticipated useful life of each asset; iii) the current value of the assets; iv) the cost to operate and maintain all assets; v) a capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life; vi) an analysis of funding needs; vii) an analysis of population growth and wastewater or stormwater flow projections, as applicable, for the Local Government's planning area, and a model, if applicable, for impact fees; commercial, industrial and residential rate structures; and industrial pretreatment fees and parameters; viii) the establishment of an adequate funding rate structure; ix) a threshold rate set to ensure the proper operation of the utility, if the Local Government transfers any of the utility proceeds to other funds, the rates must be set higher than the threshold rate to facilitate the transfer and proper operation of the utility; and x) a plan to preserve the assets, as well as the renewal, replacement, and repair of the assets as necessary, and a risk-benefit analysis to determine the optimum renewal or replacement time.

In order to retain the rate reduction included in this Loan, the implementation of the plan must be verified at least three months prior to the date of the first loan repayment scheduled in Article X.

5. Additional financing in the amount of \$2,060,950, excluding Capitalized Interest, is hereby awarded to the Local Government.

6. A Financing Rate of 0.71 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is 0.71 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum. However, if this

amendment is not executed by the Local Government and returned to the Department before October 1, 2023, the Financing Rate may be adjusted.

7. The estimated principal amount of the Loan is hereby revised to \$4,819,500, which consists of \$4,808,500 authorized for disbursement to the Local Government and \$11,000 of Capitalized Interest.

8. An additional Loan Service Fee in the amount of \$41,219, for a total of \$96,170, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest, that is, two percent of \$4,808,500.

9. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$126,825. Such payments shall be paid to, and must be received by, the Department beginning on November 15, 2025 and semiannually thereafter on May 15 and November 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$4,915,670, which consists of the Loan principal plus the estimated Loan Service Fee.

10. Section 10.06 of the Agreement is revised as follows:

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this agreement. Project cost adjustments may be made as a result of construction bidding or Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

Funds disbursed in accordance with Section 4.08 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made from the original Loan amount until that amount has been disbursed; the Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amount. The Financing Rate established for any additional increment of Loan financing shall be used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

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The estimated Project costs are revised as follows:

CATEGORY	PROJECT COSTS (\$)
Construction and Demolition	4,271,500
Contingencies	427,150
Technical Services After Bid Opening	109,850
SUBTOTAL (Disbursable Amount)	4,808,500
Capitalized Interest	11,000
TOTAL (Loan Principal Amount)	4,819,500

11. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for May 15, 2025.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than May 15, 2025.

(4) The first Semiannual Loan Payment in the amount of \$126,825 shall be due November 15, 2025.

12. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 2 to Loan Agreement WW460201 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF MARY ESTHER

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

AGENDA ITEM

Agenda Item 11.4.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: November 6, 2023

SUBJECT: CDBG Grant Agreement Amendment

BACKGROUND:

On November 7, 2022, the City Council approved the CDBG-CV Grant Agreement with the Florida Department of Economic Opportunity (FDEO) for the amount of \$324,000. The grant funding is designated for the construction of sidewalks in the Springdale Park Neighborhood. Subsequently, staff applied for an additional \$371,000 to cover the full cost of the sidewalks. This brings the CDBG-CV grant total to \$695,000.

On Monday, October 30, staff received formal notice of an additional award of \$371,000. Attached is the new grant agreement, which combines both awards and extends the completion deadline through September 30, 2024.

DISCUSSION:

Approval of the agreement will allow the contractor to restart construction of sidewalks. Staff is in discussion with the contractor to complete all sidewalks that will not be impacted by stormwater improvements.

FINANCIAL IMPACT:

The additional \$371,000 will cover 100% of sidewalk costs, including project administration.

RECOMMENDATION:

Motion to approve Modification 1 to Subgrant Agreement between the Department of Commerce and the City of Mary Esther (H2508).

ATTACHMENT(S):

1. Modification 1 to Subgrant Agreement between the Department of Commerce and the City of Mary Esther (H2508)

FLAIR #: H2508**DEO AGREEMENT ROUTING REVIEW FORM**

MB

1. Agreement Manager: GRAHAM MARKARIANProgram Area (Division): CDPhone No.: 8507178517☒ Financial (If Financial, Complete All Sections)

Non-Financial (If Non-Financial, Complete Sections 1-4, 8, and 22)

2. Agreement Type: Original Agreement Renewal Number: Amendment Number:
 If more than one funding source, show each source with amount of funds and Expansion Option (EO) and Version. If the contract will cross fiscal years, please indicate the amount that will be encumbered in the current fiscal year. If additional space is required, please attach a separate sheet.

3. Department Agreement # 22CV-S33 4. Begin Date 3/1/2022 End Date 9/30/2023 Revised End Date 9/30/2024 5. Grant # DBF20 Mod. #

6. CFDA # 14.228 CSFA # 7. Contract/Grant Total \$324,000 Increase \$371,000 (Decrease) (\$) Revised Contract/Grant Total 695,000.00

8. Entity Name/Vendor ID #/Address/Phone # City of Mary Esther / 59-6032418 9. Method of Payment X Cost Reimbursement 10. Vendor Determination Form Received? Yes
195 Christobal Road North, FL 32569 Fixed Price or Fixed Rate X No
(850) 243-3566 Other: (please specify)

11. FLAIR Fund Code 202261006 12. FLAIR Object Code(s) 710011 13. Budget Entity 40300200 14. FLAIR Organization Code(s) 40304000000 15. Appropriation Category 100190-00

16. Expansion Option/Version 17. OCA 18. FCO Year 19. FLAIR Account Code (29-digits) 40202261006403002000010019000

20. Method of Procurement Type: RFA 21. Service Type 22. Agreement Type Vendor Contract 23. State Funded Project? Yes
Solicitation #: X Recipient/Subrecipient X No
Award Date/Notification Other: (please specify)

ADMINISTRATIVE REVIEW
 CbG
 km

PRE-EXECUTION PHASE (DocuSign)	EXECUTION PHASE
Agreement Manager: <u>Graham Markarian</u> <u>Graham Markarian</u> 9/20/2023	Office of the General Counsel:
Contracts and Grants Administration: <u>Ramona Turner</u> <u>Ramona Turner</u> 10/2/2023	Chief Financial Officer (If Applicable):
Revenue Management: <u>Lemuel Toro</u> <u>Lemuel Toro</u> 10/4/2023	Chief of Staff (If Applicable):
Bureau Chief/Manager: <u>Pam Portwood</u> <u>Pam Portwood</u> 10/17/2023	Delegation of Authority (If Applicable):
Deputy Division Director (If Applicable): <u>Kate Doyle</u> <u>Kate Doyle</u> 10/17/2023	
Deputy Secretary (If Applicable): <u>Meredith Ivey</u> <u>Meredith Ivey</u> 10/21/2023	
Chief Financial Officer (If Applicable): <u>Caroline Womack</u> <u>Caroline Womack</u> 10/23/2023	
Chief of Staff (If Applicable): <u>Adam Callaway</u> <u>Adam Callaway</u> 10/29/2023	
Secretary (If Applicable): <u>J. Alex Kelly</u> <u>J. Alex Kelly</u> 10/30/2023	

COMMENTS (If Applicable)

Agreement Manager

Contracts and Grants Administration

Revenue Management

Bureau Chief

Deputy Division Director

Deputy Secretary

Chief Financial Officer

Chief of Staff

Secretary



Executive Briefing Template

Issue Title: H2508 – City of Mary Esther has requested an additional \$371,000.00 in CDBG-CV funding and a 12-month extension.

Originating Office/Division:

Small Cities CDBG/Division of Community Development

Preparer:

Graham Markarian

Date:

8/21/2023

Action Requested: Review, approve, and sign the amendment

Issue Summary: The City of Mary Esther is requesting their award amount be increased by \$371,000.00 for a total CDBG-CV funding of \$695,000.00 to offset rising construction and material costs.

Florida Statute: 290.046

Lobbyist: N/A

Issue Start Date: 4/24/2023

Due Date: As soon as possible.

External Partners: N/A

Cost: \$695,000.00

Inform: DWS: ☐ DCD: ☐ DED: ☐ F&A: ☐ IT: ☐ CIO: ☐ Comms: ☐ Leg: ☐ EAT: ☐ OGC: ☐ OIG: ☐ COS: ☐ Sec: ☐ OPB: ☐ EOG: ☐

Background: The State of Florida was allocated over \$90 million by the U.S. Department of Housing and Urban Development (HUD) for the CDBG-CV program. Units of local government participated in a competitive application process to receive CDBG-CV funding. Programs funded through the CDBG-CV program must meet one of the three “national objectives” established by HUD: primarily benefitting low- to moderate-income individuals, addressing slum or blight, or meeting an urgent need within a community.

Relevant Data:

The City of Mary Esther was awarded \$324,000.00 to pave or repave 13,350 Linear Feet of sidewalks and related improvements along the existing right of way within City limits.

The City has awarded a construction contractor and the lowest bid was \$695,000.00 or \$371,000.00 higher than the funding available for the project. The City’s project was recently monitored, and no findings or concerns were identified.

The City has requested an additional \$371,000.00 to offset the increase in construction costs. The City’s construction activities are underway, and the City will be able to promptly expend the additional CDBG-CV funds, if awarded. The City requested a 12-month extension to account for delays in the environmental review process and the subsequent bidding of the construction project.

Agreement Period: 3/1/2022 – 9/30/2023.

Revised Agreement Period: 3/1/2022 – 9/30/2024.

Budget Category	Budgeted Amount	Proposed Budget
Construction: Street Repaving	\$324,000.00	\$695,000.00
Total:	\$324,000.00	\$695,000.00

Three options: 1. Approval of this Agreement or Amendment

Next steps: Agreement Manager will proceed with executing this agreement and monitor the project through the term of the agreement.

Chief of Staff Notes:

**Modification to Subgrant Agreement**

July 6, 2023

**Modification Number 1 to Subgrant Agreement Between
the Department of Commerce and
the City of Mary Esther**

This Modification Number 1 is entered into by and between the State of Florida, Department of Commerce, (“Commerce”), formerly known as the Florida Department of Economic Opportunity, and the City of Mary Esther, (“the Recipient”), (each individually a “Party” and collectively the “Parties”).

WHEREAS, Commerce and the Recipient entered into **Contract Number 22CV-S33, FLAIR Contract Number H2508**, on November 30, 2022 (“the Agreement”), pursuant to which Commerce provided a subgrant in the amount of \$324,000.00 to the Recipient under the Small Cities Community Development Block Grant (“CDBG”) Program as set forth in the Agreement;

WHEREAS, on July 1, 2023, pursuant to Chapter 2023-173, Laws of Florida, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce (“Commerce”). Effective July 1, 2023, all references herein and within the Agreement to “Department of Economic Opportunity” or “DEO” are hereby replaced with “Department of Commerce” or “Commerce” as appropriate;

WHEREAS, Paragraph (4) of the Agreement provides that modifications to the Agreement shall be valid when executed in writing by both Parties;

WHEREAS, Commerce and the Recipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein, the Parties agree as follows:

☐ **Revise the Activity Work Plan**

1. Attachment __, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment __, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Budget**

2. Attachment B, Project Detail Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment B, which is attached hereto and incorporated herein by reference.

☒ **Revise the Project Description and Deliverables**

3. Attachment A, Project Description and Deliverables, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.



Modification to Subgrant Agreement

July 6, 2023

Recipient: City of Mary Esther

Modification Number: 1

Commerce Contract Number: 23DB-S33

FLAIR Contract Number: H2508

☐ **Change the Number of Accomplishments and/or Beneficiaries**

4. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.

☐ **Include an Unaddressed Need from the Application for Funding as Addressed Need**

5. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.

☐ **Change the Participating Parties**

6. (Type in the name of firm), is removed as a Participating Party to the Subgrant Agreement.
7. (Type in the name of new firm) is added as a Participating Party to the Subgrant Agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.

☒ **Extend the Agreement**

8. Paragraph (3) titled Period of Agreement on page 1 of the Subgrant Agreement is hereby deleted and replaced by the following Paragraph (3):

(3) Period of Agreement

This Agreement begins on March 1, 2022, (the "Effective Date") and ends on September 30, 2024 (the "Expiration Date") unless otherwise terminated as provided in this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

☒ **Other:**

9. Clause (18)(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

(a) The funding for this Agreement shall not exceed Six Hundred Ninty-Five Thousand Dollars and Zero Cents (\$695,000.00), subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216, F.S., or the Florida



Modification to Subgrant Agreement

July 6, 2023

Recipient: City of Mary Esther

Modification Number: 1

Commerce Contract Number: 22CV-S33

FLAIR Contract Number: H2508

constitution.

10. Exhibit 1 to Attachment J – Funding Sources of this Agreement is hereby deleted in its entirety and replaced by the revised Exhibit 1 to Attachment J, which is attached hereto and incorporated herein by reference.
11. Paragraph (25), Employment Eligibility Verification, of the Agreement is hereby deleted in its entirety and replaced with the following:

(25) Employment Eligibility Verification

- a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
 - b. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - (2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
 - c. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.
12. Paragraph 7, titled Request for Funds, of Attachment H of the Agreement is hereby amended to include the following:

If the Recipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth

**Modification to Subgrant Agreement**

July 6, 2023

in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Recipient may elect in writing to exercise this provision.

- a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
- b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Recipient meets the criteria set forth in this paragraph, then the Recipient is deemed to have demonstrated a financial hardship.

All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both Parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

Remainder of Page Intentionally Left Blank



Attachment A – Project Description and Deliverables

IN WITNESS WHEREOF, the Parties hereto have executed this document as of the dates set herein.

State of Florida
Department of Commerce

Recipient: City of Mary Esther, Florida

By: _____

By: _____

Name: J. Alex Kelly

Name: Chris Stein

Title: Secretary

Title: Mayor

Date: _____

Date: _____

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties
Office of the General Counsel
Department of Commerce

By: _____

Approved Date: _____



Attachment A – Project Description and Deliverables

1. **PROJECT DESCRIPTION:** The City of Mary Esther, Florida (the “Recipient”) has been selected to participate in the CDBG-CV Program. The Recipient will use CDBG-CV funds to install 13,350 linear feet (LF) of sidewalks and related improvements along existing right of ways along Mary Esther Drive, Pryor Drive, Kodler Drive, Overstreet Drive, and North Street. The improvements will benefit 148 households containing 401 persons, of which 331 (82.54%) are low-to-moderate income (LMI).
2. **RECIPIENT RESPONSIBILITIES:** The Recipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Description and Deliverables, and in doing so, the Recipient shall comply with all the terms and conditions of this Agreement. The Recipient shall agree to a written budget (“Project Detail Budget”), subject to the approval of Commerce and in conformity with the current example attached to the Agreement as Attachment B. The Project Detail Budget must identify the maximum reimbursement amount allowed for the Deliverables and Tasks described in Attachment A. The Recipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of Commerce and in conformity with the current example attached hereto as Attachment C. The Project Detail Budget and the Activity Work Plan may be modified by the unilateral determination of Commerce or by mutual consent of the Parties.
3. **COMMERCE’S RESPONSIBILITIES:** Commerce shall receive and review the Project Deliverables and, upon Commerce’s acceptance of the Deliverables and receipt of the Recipient’s pertinent invoices in compliance with the invoice procedures of this Agreement, Commerce shall process payment to the Recipient in accordance with the terms and conditions of this Agreement.
4. **DELIVERABLES:**

The Recipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
Tasks	Minimum Level of Service (to Submit a Request for Payment)	Financial Consequences
The Recipient shall complete the Project Implementation tasks listed below.	The Recipient shall be reimbursed upon completion of a minimum of one Project Implementation task on a per completed task basis. The Recipient’s completion of the tasks will be evidenced by invoices noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.
Deliverable No. 2 – Engineering Services		



Attachment A – Project Description and Deliverables

Tasks	Minimum Level of Service (to Submit a Request for Payment)	Financial Consequences
The Recipient shall complete the Engineering Services tasks listed below.	The Recipient shall be reimbursed upon completion of a minimum of ten percent (10%) of one Engineering Services task. The Recipient's completion of the tasks shall be evidenced by invoices noting the percentage of the tasks that have been completed.	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.
Deliverable No. 3 – Construction		
Tasks	Minimum Level of Service (to Submit a Request for Payment)	Financial Consequences
The Recipient shall complete construction as detailed in Section 1 of this Scope of Work.	Following a draw for mobilization*, the Recipient shall be reimbursed upon completion of a minimum of ten percent (10%) of the overall project. As evidence of percentage completed, the Recipient shall provide AIA forms G702/G703 or similar Commerce-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project. *Mobilization refers to a contractor's mobilization of equipment, materials, and barriers to the work site(s).	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.
Total Award Not to Exceed: \$695,000.00		

Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Developed policies for the Recipient related to special conditions listed in this subgrant agreement,



Attachment A – Project Description and Deliverables

- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area,
- Conducted activities related to the HUD-related environmental review,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Maintained financial records related to project activities on-site,
- Conducted a Fair Housing activity,
- Attended prebid conference, bid opening, or preconstruction meeting,
- Reviewed contractor payrolls and interview employees to determine compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-kickback" Act,
- Maintained client files,
- Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by Commerce,
- Prepared requests for funds for submission by the Recipient's authorized employee,
- Prepared subgrant modification documents for the Recipient to submit to Commerce,
- Prepared the Administrative Closeout Report for submission by the Recipient,
- Prepare and submit detailed quarterly progress report, Section 3, or MBE/WBE report to Commerce,
- Responded to citizen complaints,
- Prepared responses to monitoring findings and concerns for Recipient to submit to Commerce or HUD,
- Paid advertising costs of public notices and invitations to bid,
- Paid permit fees,
- Paid legal fees,
- Paid invoices for environmental review activities other than advertising, and
- Paid CDBG portion of required audit.

Engineering Services Deliverable

Tasks that are eligible for reimbursement under the Engineering Services Deliverable are as follows:

- Basic Engineering Services
 - a) Developed the plan drawings for the project,
 - b) Developed the specifications for the project,
 - c) Developed the bid documents for the project,
 - d) Prepared permit applications,
 - e) Attended pre-bid/pre-construction conference,
 - f) Prepared change orders, and
 - g) Reviewed construction bids and make recommendation to the Recipient.
- Resident Inspection
 - a) Inspected construction activities for consistency with plans and specifications, and
 - b) Reviewed construction invoices and certify costs.



Attachment A – Project Description and Deliverables

- Preliminary Engineering Services
 - a) Provided a cost estimate of the project, and
 - b) Assessed sites for the project.
- Additional Engineering Services
 - a) Conducted site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required, such as route surveys,
 - b) Conducted laboratory tests, well tests, borings, and specialized geological soils, hydraulic, or other studies recommended by the engineer,
 - c) Conducted property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights,
 - d) Gathered necessary data and file maps for water rights,
 - e) Conducted redesigns ordered by the owner after final plans have been accepted by the owner and the local government, except redesigns to reduce the project cost to within the funds available and projects which received “readiness to proceed” points or a planning and design grant,
 - f) Appeared before courts or boards on matters of litigation or hearings related to the project,
 - g) Conducted environment assessments or environmental impact statements,
 - h) Performed detailed staking necessary for construction of the project in excess of the control staking,
 - i) Provided an operation and maintenance manual for a facility,
 - j) Conducted activities required to obtain state and federal regulatory agency construction permits,
 - k) Designed hookups, and
 - l) Paid the cost of engineering specialties such as electrical; hydro-geological services; biologists; and heating, ventilation, and air conditioning (HVAC).

5. **COST SHIFTING:** The deliverable amounts specified within Section 4 of this Scope of Work are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce’s ability to approve and reimburse allowable costs Recipient incurred providing the deliverables herein. Prior written approval from Commerce’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Recipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.



Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Recipient:	\$695,000.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Recipient's jurisdiction.
<i>This is not a research and development award.</i>	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Recipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 C.F.R. § 200.332 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.

AGENDA ITEM

Agenda Item 11.5.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: November 6, 2023

SUBJECT: FPL LED Streetlight Conversion Agreement

BACKGROUND:

In Spring 2022, FPL converted the high pressure sodium streetlights in the Azalea Park Neighborhood to LED fixtures. Recently, FPL submitted a request to convert all city streetlights to LED.

DISCUSSION:

The new agreement is for a ten (10) year period. As with all streetlights, the city is not responsible for the upfront installation cost. The city would pay a monthly fee for each streetlight, which covers maintenance and electricity charges.

FINANCIAL IMPACT:

The new agreement would save approximately \$1,378 per year.

RECOMMENDATION:

Motion to approve the FPL LED Lighting Agreement and authorize the Mayor to sign the contract.

ATTACHMENT(S):

1. FPL LED Lighting Agreement
2. FPL Emails
3. LED Light Fixture

FPL Account Number: 2107412955FPL Work Request Number:

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, CITY OF MARY ESTHER (hereinafter called the Customer), requests on this 28th day of August, 2023, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) street lights within the City of Mary Esther, located in Mary Esther, Florida.

- (a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
HPS Cobrahead	100	8800			219
HPS Cobrahead	200	20000			42
HPS Cobrahead	250	25000			24
HPS Cobrahead	400	46000			1
HPS Open Bottom	100	8800			1
HPS Colonial	100	8800			8
HPS Cobrahead	70	5400			7
LED Roadway	60	7500	4k	223	
LED Roadway	160	20000	4k	47	
LED Roadway	130	17000	4k	23	
LED Roadway	90	12000	4k	1	
LED Colonial	70	6750	4k	8	

- (1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
Fiberglass 20' (16' MH PUF)		5
Fiberglass 20' (16' MH)		3
Fiberglass 20' (15'6" MH)	8	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): N/A

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$2.48 dpx wire for lighting poles @ Ruby Cir. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: Connie J Oglesby
(Signature)

Connie J. Oglesby
(Print or type name)

Title: FPL LT-1 Representative

Jared Cobb

From: Oglesby, Connie <Connie.Oglesby@fpl.com>
Sent: Monday, October 30, 2023 3:17 PM
To: Jared Cobb
Cc: Johnson, Bernard
Subject: FW: City of Mary Esther_LED conversion street lighting agreement
Attachments: City of Mary Esther_2107412955_06.22.23_CSV FILE.xlsx; CITY OF MARY ESTHER_CONV LED_SLA_qty302.pdf

Good Afternoon Jared,

Just following up to see if you needed anything else from me or had any questions.

Sincerely,
Connie

From: Oglesby, Connie
Sent: Wednesday, October 11, 2023 4:33 PM
To: Jared Cobb <jcobb@cityofmaryesther.com>
Subject: RE: City of Mary Esther_LED conversion street lighting agreement

Good afternoon,

The excel sheet attached (csv file) is a list of all the City's high-pressure sodium street lights along with the proposed LED fixture for the upgrade. The monthly charge for the HPS lights is \$3,782.29 (excluding any applicable taxes) and the monthly charge for the LEDs is \$3,667.44 which is \$114.85 less for a yearly savings of **\$1,378.20**.

Please let me know if you have any questions.

Thanks,
Connie

From: Jared Cobb <jcobb@cityofmaryesther.com>
Sent: Wednesday, October 11, 2023 4:02 PM
To: Oglesby, Connie <Connie.Oglesby@fpl.com>
Subject: RE: City of Mary Esther_LED conversion street lighting agreement

Good afternoon Connie,

No, we haven't approved the agreement. I sent an email awhile back, but you may not have received it. How will the new bill compare to our existing bill? We'll need Council approval due to the amount and length of the contract and they'll want to know the difference.

Best regards,

Jared Cobb

City Manager
City of Mary Esther
Office: 850-243-3566 x114
Direct: 850-362-6205

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, please contact me by phone or in person.

From: Oglesby, Connie <Connie.Oglesby@fpl.com>
Sent: Tuesday, October 10, 2023 3:42 PM
To: Jared Cobb <jcobb@cityofmaryesther.com>
Subject: FW: City of Mary Esther_LED conversion street lighting agreement

Hey Jared,

Hope all is well with you.

I don't recall receiving the signed lighting agreement and wanted to follow up.

Sincerely,
Connie

From: Oglesby, Connie
Sent: Monday, August 28, 2023 8:30 AM
To: Jared Cobb <jcobb@cityofmaryesther.com>
Cc: Johnson, Bernard <Bernard.Johnson@fpl.com>
Subject: City of Mary Esther_LED conversion street lighting agreement

Good Morning,

Hope everyone enjoyed their weekend. Attached is the street lighting agreement along with the LED conversion detail that was previously sent. Please sign the SLA then return back to me and I will get the ball rolling.

Thank you!

Connie

LED Roadway streetlight information:

Manufacturer	Style	Fixture	Pole Options	Bracket Options	Light Pattern	Line Watt NEMA Label
Roadway	5,000 LUMEN Roadway	 (Gray)	6, 7, 10	1, 7	3	42/40
			6, 7, 10	1, 7	3	42/40
	7,500 LUMEN Roadway	 (Gray)	6, 7, 10	1, 7	3	59/60
			6, 7, 10	1, 7	3	59/60
	12,000 LUMEN Roadway	 (Gray)	6, 7, 10	1, 7	3	93/90
			6, 7, 10	1, 7	3	93/90
	17,000 LUMEN Roadway	 (Gray)	6, 7, 10	1, 7	3	127/13
			6, 7, 10	1, 7	3	127/13
	20,000 LUMEN Roadway	 (Gray)	6, 7, 10	1, 7	3	161/16
			6, 7, 10	1, 7	3	161/16
	31,500 LUMEN Roadway	 (Gray)	6, 7, 10	1, 7	3	263/26
			6, 7, 10	1, 7	3	263/26

Connie J Oglesby

Sr Commercial & Industrial Sales Rep

850.689.4625

Connie.oglesby@fpl.com





PALMETTO DR

MAGNOLIA DR

AGENDA ITEM

Agenda Item 11.6.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: November 6, 2023

SUBJECT: FDEP Grant Agreement for Stormwater Improvements (LPA 0573)

BACKGROUND:

Staff submitted a FY 2023-24 Legislative Appropriation Request to regrade Ray's Pond and the drainage ditch that serves the Springdale and Scottsdale neighborhoods. In June 2023, the request was approved in the amount of \$500,000.

DISCUSSION:

The Florida Department of Environmental Protection (FDEP) was designated as the appropriate state agency to provide management and oversight of the grant funds. Their standard grant agreement is attached for review and consideration. If accepted, the City would be required to complete Ray's Pond and the ditch improvements by April 30, 2025.

FINANCIAL IMPACT:

The estimated cost of the Ray's Pond and the ditch improvements is \$990,603. FDEP would cover \$500,000, with the remainder paid through \$626,916 in ARPA reserves.

Staff submitted a FY 2024-25 Legislative Appropriation Request in the amount \$500,000 for the second and final phase of stormwater improvements within the Springdale and Scottsdale neighborhoods. If awarded, funds would be used for the stormwater ditch and a possible second retention pond within the ballfield of Springdale Park. Sales tax proceeds would cover the remaining \$921,354 in projected costs to install new stormwater piping and culverts within the Springdale and Scottsdale neighborhoods.

RECOMMENDATION:

Motion to accept the appropriation in the amount of \$500,000 and authorize the Mayor to sign the grant agreement with FDEP.

ATTACHMENT(S):

1. FDEP Grant Agreement (LPA0573)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Mary Esther Stormwater Drainage Improvements** Agreement Number: **LPA0573**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Mary Esther** Entity Type: **Local Government**
Grantee Address: **195 Christobal Road N, Mary Esther, FL 32569** FEID: **59-6032418** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **April 30, 2025**

4. Project Number: Project Location(s): **Lat/Long: (30.4112, -86.6746)**
(If different from Agreement Number)

Project Description: **The Grantee will construct stormwater improvements to regrade Ray's Pond and a drainage ditch and redirect stormwater flow to a separate drainage basin.**

5. Total Amount of Funding: \$ 500,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1705A, FY 23-24, GR	\$ 500,000.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 500,000.00

6. Department's Grant Manager Name: Kiara Douglas or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd. Tallahassee, FL 32399-3000 Phone: 850-245-2862 Email: Kiara.Douglas@dep.state.fl.us	Grantee's Grant Manager Name: Jared Cobb or successor Address: City of Mary Esther 195 Christobal Road N Mary Esther, FL 32569 Phone: 850-362-6205 Email: cobb@cityofmaryesther.com
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
☐ Exhibit H: Non-Profit Organization Compensation Form (State)

☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Mary Esther

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Chris Stein, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Kiara Douglas, DEP Grant Manager

Kathleen Downey, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

Attachment 1

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The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

4 of 13

- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

Attachment 1

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- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements

- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

- The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

- <https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

Attachment 1

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37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0573**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is the Mary Esther Stormwater Drainage Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Mary Esther Stormwater Drainage Improvements

PROJECT LOCATION: The Project will be located in the City of Mary Esther within Okaloosa County; Lat/Long (30.4112, -86.6746). See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: Ray's Pond is a stormwater pond located within the City of Mary Esther (Grantee) and currently receives stormwater flows in excess of its original design capacity. This Project will regrade the stormwater pond and an existing drainage ditch to increase capacity and redirect some of the stormwater flows to a separate drainage basin. This will result in reduced street and property flooding, while also improving water quality that is discharged into the Santa Rosa Sound.

PROJECT DESCRIPTION: The Grantee will construct stormwater improvements to regrade the existing stormwater pond (Ray's Pond). Approximately 2,700 linear feet of an existing drainage ditch will also be regraded to increase capacity of the ditch and redirect stormwater flows from Ray's Pond to a separate drainage basin.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task #1: Construction

Deliverables: The Grantee will construct the Mary Esther Stormwater Drainage Improvements in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

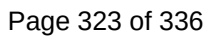
PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$500,000	07/01/2023	10/31/2024
Total:			\$500,000		

Figure 1: Location Map



DEP Agreement No. LPA0573, Attachment 3, Page 3 of 3



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1705A	\$500,000	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$500,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0573
Project Title:	Mary Esther Stormwater Drainage Improvements
Grantee Name:	City of Mary Esther
Grantee's Grant Manager:	Jared Cobb
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Construction

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

AGENDA ITEM

Agenda Item 11.7.

TO: Honorable Mayor and Members of the City Council

FROM:

DATE: November 6, 2023

SUBJECT: Legislative Discussion

BACKGROUND:

The Mayor asked for this agenda item to be added, so the Mayor and the City Council may discuss legislative priorities.

DISCUSSION:

N/A.

FINANCIAL IMPACT:

There is no financial impact related to this matter.

RECOMMENDATION:

The staff have no recommendations.

ATTACHMENT(S):

AGENDA ITEM

Agenda Item 11.8.

TO: Honorable Mayor and Members of the City Council

FROM: Heather Day, Finance Director

DATE: November 6, 2023

SUBJECT: Resolution 23-06, SRF Loan Application for Azalea Park Neighborhood Water Improvements

BACKGROUND:

The Azalea Park neighborhood is in need of significant water and sewer infrastructure improvements to ensure the provision of safe and efficient services to the residents. The proposed project includes vital upgrades to the water and sewer systems, with a new SRF loan request of \$2,363,650 for water improvements and an amendment to the current SRF sewer construction loan of \$2,060,950. Resolution 23-06 has been drafted to authorize the SRF loan application, approve the loan agreement, establish pledged revenues, and designate authorized representatives for the water portion of the project. Amendment 2 to the existing sewer construction loan agreement WW46020, involving an additional \$2,060,950, is presented as a separate agenda item in this packet.

DISCUSSION:

The proposed project involves essential upgrades to the water and sewer systems in the Azalea Park neighborhood, addressing current infrastructure challenges and enhancing service reliability. These amounts are engineering projections, and the definitive project cost will be determined by the bid selection process.

FINANCIAL IMPACT:

The loan amount requested for water improvements is \$2,363,650. Furthermore, once the loan application is approved, the loan agreement, detailing loan terms such as the repayment term, interest rate, and estimated debt payments, will be presented to council for approval.

RECOMMENDATION:

Motion to approve Resolution 23-06, authorizing SRF loan application for the water portion of the Azalea Park Neighborhood infrastructure improvements.

ATTACHMENT(S):

1. Resolution 23-06 SRF for Water

RESOLUTION 23-06

A RESOLUTION OF THE CITY OF MARY ESTHER, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the planning, design, and construction of drinking water infrastructure; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. DW 46021 as eligible for available funding; and

WHEREAS; the City of Mary Esther, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA, AS FOLLOWS:

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The City of Mary Esther, Florida, is authorized to apply for a loan to finance the Project.

SECTION III. The revenues pledged for the repayment of the loan are net water and sewer system revenues. There are no senior liens to repay from the net water and sewer system revenues.

SECTION IV. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION V. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The City Manager is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The City Manager is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. The legal authority for borrowing moneys to construct this Project is §166.111, Florida Statutes.

SECTION VII. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VIII. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION IX. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this _____ day of _____ 2023

By: _____
Chris Stein, Mayor

ATTEST:

Valerie Broxson
City Clerk

Approved as to form and legality:

Hayward Dykes, Jr., City Attorney