



**Agenda  
Special Meeting  
of the Mary Esther City Council  
June 17, 2024 - 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. UNFINISHED BUSINESS**
  - 6.1. City Council Committee Appointments**
  - 6.2. First Reading, Ordinance 2024-01, Vacation Rentals**
- 7. NEW BUSINESS**
  - 7.1. Consideration of Christobal Landing Waterfront Park Conceptual Plan**
  - 7.2. Amendment to CDBG Agreement No. 22DB-OP-01-56-02-N24**
  - 7.3. Consent Order In-Kind Project Amendment**
  - 7.4. Contract Change Order, Springdale Neighborhood Infrastructure Improvements**
- 8. 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](http://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.

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**TO:** Honorable Mayor and Members of the City Council

**FROM:** Dillon Morris, City Clerk

**DATE:** June 17, 2024

**SUBJECT:** City Council Committee Appointments

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**BACKGROUND:**

In the June 3rd regular council meeting, the mayor and council made changes to the Mary Esther council committee's appointments to include Councilmember Woods and Councilmember Lawson. It was brought to City Clerk Morris' attention that the representatives for the library co-op must be publicly elected officials with voting privileges. As the mayor does not have voting power, a new appointment must be made to the alternative.

**DISCUSSION:**

The mayor and council will discuss who will take the spot of the alternative representative for the library co-op.

**FINANCIAL IMPACT:**

There is no financial impact related to this matter.

**RECOMMENDATION:**

Motion to appoint \_\_\_\_\_ as the alternative representative for the library co-op.

**ATTACHMENT(S):**

1. Council Committee Appointments Updated 6-3-24

## City of Mary Esther Council Committee Appointments

<u>Committee</u>	<u>Primary Representative</u>	<u>Alt. Representative</u>	<u>Schedule (if known)</u>
<u>Transportation</u>	Councilmember Carter	Councilmember Oder	As needed
<u>Economic Development Council (EDC)</u>	Mayor Stein	Mayor Pro Tem Sutton	3:30 pm 3 <sup>rd</sup> Thursday, bimonthly NWFLC in Niceville
<u>Library Co-Op</u>	Councilmember Oder	Mayor Stein	2 pm 4 <sup>th</sup> Wednesday, monthly Location varies
<u>Okaloosa-Walton Transportation Planning Organization (TPO)</u>	Mayor Pro Tem Sutton	Councilmember Lawson	3 pm 3 <sup>rd</sup> Thursday, bimonthly
<u>Regional Utility Authority (RUA)</u>	Mayor Stein	Councilmember Carter	As needed
<u>Okaloosa County League of Cities (OCLC)</u>	Mayor Stein	Councilmember Carter	12 pm (noon) 1 <sup>st</sup> Monday of March, June, September, and December
<u>Northwest Florida League of Cities (NWFLC)</u>	Councilmember Oder	Mayor Pro Tem Sutton	Quarterly in the evening
<u>Emerald Coast Regional Council</u>	Mayor Pro Tem Sutton	Councilmember Woods	Around 11 am 3 <sup>rd</sup> Thursday, bimonthly Location varies.

# AGENDA ITEM

Agenda Item 6.2.

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**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jared Cobb, City Manager

**DATE:** June 17, 2024

**SUBJECT:** First Reading, Ordinance 2024-01, Vacation Rentals

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**BACKGROUND:**

On August 21, 2023, the City Council held a workshop to develop a framework for a new ordinance regulating vacation rentals.

On March 4, 2024, the City Council reviewed a draft ordinance.

On June 3, 2024, the City Council reviewed a new draft that incorporated the requirements adopted by Florida Senate Bill 280. The Council requested additional time for public review and tabled the item until the June 17 Special City Council meeting.

**DISCUSSION:**

The ordinance is presented for review, discussion, and consideration. If a first reading is approved, staff will prepare and publish a business impact statement as required by state statute. Subsequently, the City Council may consider a second reading and adoption.

**FINANCIAL IMPACT:**

Fees and fines associated with the registration program will be established by resolution and may be updated periodically by the City Council.

**RECOMMENDATION:**

Suggest additional changes, or make a motion to approve a first reading of Ordinance 2024-01 by Title Only. If approved, the City Clerk will read the ordinance number and title into the public record.

**ATTACHMENT(S):**

1. Ordinance 2024-01, Vacation Rentals

**ORDINANCE 2024-01**

**AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MARY ESTHER TO ADD A NEW ARTICLE VII TO CHAPTER 13 ENTITLED “VACATION RENTALS”; MAKING LEGISLATIVE FINDINGS REGARDING THE NEED TO REGULATE VACATION RENTALS; PROVIDING FOR THE REGULATION OF VACATION RENTALS CONSISTENT WITH STATE LAW; REQUIRING REGISTRATION AND REQUIRING A CERTIFICATE OF REGISTRATION; PROVIDING REQUIREMENTS FOR REGISTRATION, INCLUDING THE DESIGNATION OF A RESPONSIBLE PARTY FOR EACH VACATION RENTAL AND MINIMUM POSTING REQUIREMENTS; PROVIDING FOR MAXIMUM OCCUPANCY LIMITS; ESTABLISHING PENALTIES FOR VIOLATIONS; PROVIDING FOR FEES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

*WHEREAS*, Article VIII, Section 2(b) of the Florida Constitution, Chapters 166 Florida Statutes, and Sec. 1.02 of the City Charter which provides municipalities with the authority to exercise any powers for municipal purposes except when prohibited by law; and

*WHEREAS*, Section 509.032(7)(b) Florida Statutes, prohibits municipalities from enacting a local law, ordinance, or regulation to prohibit “vacation rentals” and further provides that a municipality may not regulate the duration or frequency of guest stays in a vacation rental; and

*WHEREAS*, Section 509.013, Florida Statutes, makes a distinction between “transient public lodging establishments” which are rented, advertised, or held out for rental guests more than three times in a calendar year for periods of less than 30 days or one calendar month, whichever is less; and “non-transient public lodging establishments” which are rented, or advertised or held out for rental to guests for periods of at least 30 days or one calendar month, whichever is less; and

*WHEREAS*, Section 509.242(1)(c), Florida Statutes, further classifies transient public lodging establishments into seven (7) categories, including hotels, motels and bed and breakfast inns; and

*WHEREAS*, one of these seven (7) categories is called “vacation rental” which is defined to mean “any unit or group of units in a condominium or cooperative or any individually or collectively owned single family, two family, three family or four-family house or dwelling unit” that is also a transient public lodging establishment, but that is not a timeshare project; and

*WHEREAS*, vacation rentals are designated by the Florida Statutes as public lodging establishments, the same as hotels, motels and bed and breakfasts; and

*WHEREAS*, rental of houses or dwelling units to transient visitors can result in adverse impacts to nearby residential units, including, but not necessarily limited to, increased noise, problems with garbage collection, litter, and parking; and

**WHEREAS**, the owners of vacation rentals often do not live in the neighborhood of the properties they rent to visitors and do not personally experience the negative impacts that may be associated with unregulated vacation rentals in those areas; and

**WHEREAS**, Florida law recognizes the “appointed agent” of the owner of a public lodging establishment, including a vacation rental, to exercise all the owner’s rights to eject undesirable guests, to refuse service to an undesirable guest and to be immune from criminal or civil liability for false arrest of a disorderly guest (See Sections 509.013(2); 509.141; 509.142; and 509.143, Florida Statutes); and

**WHEREAS**, vacation rentals are currently being operated within the City of Mary Esther; and

**WHEREAS**, the City Council desires to be proactive in its regulation of vacation rentals to protect the public safety and welfare of the residents and visitors of the City of Mary Esther; and

**WHEREAS**, it is necessary, appropriate, and in the best interests of the public health, safety, and welfare to monitor and provide a reasonable means for residents of the City of Mary Esther to mitigate adverse impacts of vacation rentals on neighboring residential uses; and

**WHEREAS**, the regulation of vacation rentals in the manner herein provided will help to achieve a greater level of compatibility between resident-occupied homes and visitor-occupied vacation rentals; and

**WHEREAS**, this ordinance does not prohibit vacation rentals and does not regulate the frequency or duration of guest stays in vacation rentals; and

**WHEREAS**, the City Council finds an ordinance regulating vacation rentals is in the best interest of the citizens and visitors of the City of Mary Esther.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA, AS FOLLOWS:**

**Section 1.** INCORPORATION OF RECITALS. The above recitals and findings set forth are hereby adopted as additional legislative findings. (NOTE: New ordinance text is underlined, deleted text is ~~struck through~~).

**Section 2.** A new Article VII shall be added to Chapter 13 of the Code of Ordinances:

**Chapter 13 – LICENSES AND BUSINESS REGULATIONS**

**ARTICLE VII. – VACATION RENTALS**

**Sec. 13-191. – Statement of Intent.**

(a) It is the intent of this Article to regulate vacation rentals located in all zoning areas

of the City of Mary Esther, Florida, as defined by the Florida Statutes and this ordinance.

- (b) The general purpose of this Article is to ensure residents the peaceful enjoyment of their homes and neighborhoods, to mitigate incompatibilities between vacation rentals and resident-occupied homes, and to protect the safety of occupants of vacation rentals and their guests.
- (c) Complaints associated with unsupervised vacation rentals will be addressed in the manner set forth herein, including, but not limited to establishing a mandatory annual registration system for vacation rentals; requiring the owner of a vacation rental to designate an individual to be responsible for the vacation rental and to quickly respond to complaints and immediate problems associated with the vacation rental.

### **Sec. 13-192. – Definitions.**

For purposes of this Article, the following terms, words, and phrases shall have the meaning set forth in this Article. Whenever applicable, the singular shall include the plural.

- (a) *Certificate of Registration* means the document that the City issues in accordance with Sec. 13-194 to show that the vacation rental described on the certificate is currently registered with the City as required by Sec. 13-193.
- (b) *Designated Responsible Party* means the owner of a vacation rental or a natural person who has been designated by the owner to be called upon to answer for the maintenance of the vacation rental property and to respond to inquiries or complaints regarding the conduct of the vacation rental occupants and their guests as provided in Sec. 13-201.
- (c) *Guest* means any person physically within the vacation rental or on its grounds with the knowledge of an occupant.
- (d) *Maximum Occupancy* means the maximum number of persons who may be occupants of a vacation rental at the same time.
- (e) *Occupant* means any person who occupies a vacation rental overnight.
- (f) *Owner or Vacation Rental Owner* means a natural person or legal entity holding all or a portion of the fee simple title to a vacation rental, whether an individual, partnership, corporation, limited liability company, trust, or other entity. If the vacation rental owner is not an individual, each person who owns an equitable interest in the vacation rental shall be considered an Owner.
- (g) *Owner Occupied* means a vacation rental that is the primary and permanent

residence of the owner of the property.

- (h) Vacation Rental shall have the meaning as defined in Chapter 509, Florida Statutes, as may be amended.

**Sec. 13-193. – Mandatory Registration.**

- (a) No Vacation Rental shall be rented or offered for rent without a current valid Certificate of Registration. Failure to possess a current valid Certificate of Registration while renting or occupying a Vacation Rental is a violation of this Section. Every Vacation Rental Owner, either personally, or through an agent, shall apply to the City for an initial Certificate of Registration, utilizing forms promulgated by the City by no later than September 30, 2024. Every Vacation Rental Owner, either personally or through an agent, shall apply to the City for a renewed Certificate of Registration, utilizing forms promulgated by the City, each successive year by no later than September 30. A separate Certificate of Registration shall be required for each Vacation Rental. The operation of a Vacation Rental without a Certificate Registration after October 1, 2024, shall be a violation of this Section. Every day of such operation without registration shall constitute a separate violation.
- (b) An application for a Certificate of Registration shall contain a statement from the Vacation Rental Owner, under penalty of perjury, that the Owner represents that the information provided on the application and the information submitted with the application is true and accurate to the best of the Owner’s knowledge and belief. The following materials and information shall accompany the application:
- 1) A completed application for a Vacation Rental Certificate of Registration form supplied by the City of Mary Esther. At a minimum, the application form shall include the street address of the Vacation Rental, the legal description of the property on which the Vacation Rental is located; the name, mailing address, electronic mail address, and telephone number of the vacation rental owner(s); and the name, mailing address, electronic mail address, and telephone number of the Designated Responsible Party if different from the owner.
  - 2) Proof of current ownership of the Vacation Rental property.
  - 3) Payment of the annual registration fee.
  - 4) A form supplied by the City entitled “Designation of Responsible Party” signed by the Owner of the Vacation Rental or authorized representative, naming a Designated Responsible Party who shall have the duties listed in Sec. 13-201. The Vacation Rental Owners may appoint themselves as the Designated Responsible Party or shall otherwise designate someone to act as the Designated Responsible Party on their behalf.

- 5) A written acknowledgment form signed by the Designated Responsible Party acknowledging that they are aware of the provisions of this Article and agree to serve as the Designated Responsible Party for the Vacation Rental being registered and to discharge the duties of a Designated Responsible Party as set forth in Sec. 13-201.
  - 6) A copy of the business tax receipt showing payment of the City of Mary Esther local business tax for the Vacation Rental for the current fiscal year or other proof of payment.
  - 7) Evidence that the Vacation Rental has a current and active account with the Okaloosa County Clerk of the Circuit Court and County Comptroller for collecting and remitting tourist development taxes and any other taxes required by law.
  - 8) A copy of a current and active license for the Vacation Rental issued by the State of Florida Department of Business and Professional Regulation showing that the Vacation Rental is licensed as a transient public lodging establishment.
  - 9) A copy of the current and active Certificate of Registration with the State of Florida Department of Revenue for the Vacation Rental showing that the Vacation Rental is registered for the purposes of collecting and remitting sales taxes, transient rental taxes, and any other taxes required by law to be submitted to the Florida Department of Revenue.
  - 10) State on the registration form and comply with the maximum overnight occupancy of the vacation rental as defined in Sec. 13-202.
  - 11) If the application for registration is submitted on behalf of the property owner, a letter of authorization from the Owner naming the authorized representative shall be required.
  - 12) Any other information that the City may reasonably request to verify compliance with the terms of this Article.
- (c) Applications shall be processed within fifteen (15) business days. An application will be considered incomplete if there are any unpaid registration fees, an active code compliance case, or other penalties, fines, or outstanding liens at the address of the Vacation Rental. The applicant and the City may agree to extend the timeframe in the event of a force majeure or other extraordinary circumstance.
- (d) If the application is denied a vacation rental registration, the denial will be in writing and delivered electronically or by U.S. mail. The Vacation Rental owner or authorized representative may reapply at any time.

**Sec. 13-194. – Certificate of Registration.**

- (a) A Certificate of Registration for a Vacation Rental shall be issued once the applicant has satisfied the requirements of Sec. 13-193.
- (b) All Certificates of Registration shall be valid and issued from October 1 – September 30 unless suspended in accordance with Sec. 13-205.
- (c) Each Vacation Rental shall require a separate Certificate of Registration. The Certificate of Registration shall contain the street address of the Vacation Rental, the name of the Vacation Rental Owner, the name and telephone number of the Designated Responsible Party, the expiration date of the certificate, and the Maximum Occupancy of the Vacation Rental.
- (d) A copy of the Certificate of Registration shall be submitted to the Florida Department of Professional Regulation within five (5) calendar days of issuance.

**Sec. 13-195. – Renewal of Registration.**

- (a) All Certificates of Registration shall expire on September 30 of each year. An Owner or authorized representative shall renew the registration annually and obtain a new Certificate of Registration prior to expiration.
- (b) A Certificate of Registration shall not be renewed if the Sec. 13-205 conditions apply.

**Sec. 13-196. – Amendment of Certificate of Registration and Amendment Event.**

An amendment of the Certificate of Registration shall be required if there is an increase in the maximum occupancy of the Vacation Rental, change or transfer in ownership of the Vacation Rental, or change in the Designated Responsible Party, which shall be known as an “Amendment Event”. Upon the occurrence of an Amendment Event, the Certificate of Registration shall be updated within fifteen (15) calendar days to reflect the most accurate information regarding the Vacation Rental. Failure to seek timely amendment of a Certificate of Registration may result in the Certificate of Registration being suspended and fines accruing after written notice and fifteen (15) calendar days to cure.

**Sec. 13-197. – No Vested Rights, Estoppel or Waiver.**

The issuance of a Certificate of Registration as required by Sec. 13-193 above shall not be construed to create any vested rights or entitle the Owner of the registered Vacation Rental to any rights under the theory of estoppel. The issuance of a Certificate of Registration shall not be construed as a waiver of any other requirements contained within the City of Mary Esther Code of Ordinances.

**Sec. 13-198. – Schedule of Fees and Fines.**

A schedule of fees including, but not limited to, the registration, renewal, and amendment

of the Certificate of Registration, and fines for violations of this Article, shall be adopted by resolution of the City Council and maintained by the City Clerk.

**Sec. 13-199. - RESERVED.**

**Sec. 13-200. – Minimum Posting Requirements.**

A copy of the Certificate of Registration for the Vacation Rental shall be posted next to or on the interior side of the primary door to the Vacation Rental.

**Sec. 13-201. – Designated Responsible Party.**

- (a) The duties of the Designated Responsible Party, whether the Owner or the Owner’s authorized representative, are as follows:
- 1) To be available by telephone at one of the listed phone numbers provided to the City in the application for registration twenty-four (24) hours a day, (7) seven days a week, and to be capable of responding within one (1) hour in accordance with this Article or the City of Mary Esther Code of Ordinances.
  - 2) To receive service of any legal notice on behalf of the Owner for violations of this Article or other law or ordinance.
  - 3) To exercise all rights of the Owner under Section 509.141, 509.142, and 509.143, Florida Statutes, to deal with unruly occupants and their guests in the Vacation Rental, including removal, refusal of service, or detainment.
  - 4) To maintain continuous compliance with the interior posting requirements of Sec. 13-200.
  - 5) Able to produce upon request to the City or local law enforcement a copy of any written rental agreement for the Vacation Rental. Such rental agreement shall include the maximum overnight occupancy of the Vacation Rental.
  - 6) To provide the City with notice of resignation as Designated Responsible Party in writing at least one week in advance of the effective date of the resignation.
- (b) A Designated Responsible Party must have the authority to consent to allow official code compliance, fire safety, and building inspectors access to the Vacation Rental property to conduct any required inspections.
- (c) It shall be the sole responsibility of the Owner to appoint a reliable Designated Responsible Party and to inform the City of their contact information as a part of the applicable registration as provided in Sec. 13-193 above. Failure to do so shall not be a defense to an alleged violation of this Article.

- (d) An Owner or authorized agent may amend the Certificate of Registration to change the Designated Responsible Party temporarily or permanently. However, there shall only be one Designated Responsible Party for each Vacation Rental property at any one time. To change the Designated Responsible Party, the Owner shall notify the City in writing on a form to be provided by the City at least seven (7) calendar days in advance and post the new Certificate of Registration in accordance with Sec. 13-200.
- (e) Personal service on, mailing, or emailing a notice of violation or other notices to the Designated Responsible Party shall be deemed valid service and notification of the Owner or occupant.

**Sec. 13-202. – Maximum Occupancy.**

The maximum overnight occupancy of a vacation rental shall not exceed either two persons per bedroom plus an additional two persons in one common area or more than two persons per bedroom if there is at least 50 square feet per person plus an additional two persons in one common area, whichever is greater.

**Sec. 13-203. – Advertising.**

Any advertising of the Vacation Rental shall conform to the information submitted with the application for registration of the Vacation Rental and to the information shown on the Certificate of Registration for the Vacation Rental. It shall be a violation of this Article for the Owner to advertise the Vacation Rental as being available for occupancy at a level that exceeds the Maximum Occupancy established for the Vacation Rental under this Article. The existence of advertising through any medium which describes the Vacation Rental as being available for occupancy at a level that exceeds the Maximum Occupancy established for the Vacation Rental under this Article shall create a rebuttable presumption that the Vacation Rental identified in the advertising or advertisement was used in violation of this Section.

**Sec. 13-204. – Violations of this Article.**

- (a) Non-compliance with any provision of this Article shall constitute a violation of this Article. Violations of this Article shall specifically include, but not be limited to, the following unlawful conduct:
- 1) It is unlawful to rent out a Vacation Rental without a current Certificate of Registration issued by the City in accordance with this Article.
  - 2) It is unlawful to advertise or otherwise offer a Vacation Rental for rent without a current Certificate of Registration issued by the City in accordance with this Article and a written vacation rental agreement listing the number of bedrooms and maximum occupancy for the Vacation Rental.

- 3) It is unlawful to rent a Vacation Rental for occupancy more than the applicable Maximum Occupancy.
  - 4) It is unlawful to be an occupant of a Vacation Rental at any time when the number of occupants exceeds its Maximum Occupancy.
  - 5) It is unlawful to fail to post a copy of the Certificate of Registration in a Vacation Rental as required by this Article.
  - 6) It is unlawful to provide any false or misleading information in connection with any application for a Certificate of Registration, or for modification or renewal of a Certificate of Registration, as required by this Article. Any knowing and intentionally false statements made in any such application, or any intentionally misleading information submitted in connection with an application, may subject the applicant to a fine, revocation of the Certificate of Registration and such further penalties as described herein or otherwise provided by law.
- (b) Each day a violation exists shall constitute a separate and distinct violation.

**Sec. 13-205. – Enforcement and Remedies.**

- (a) Code enforcement related to this Article's violations shall be undertaken per Chapter 162 of the Florida Statutes, the City of Mary Esther Code of Ordinances, and this Article.
- (b) Nothing herein shall prevent the City from seeking all other available remedies which may include, but shall not be limited to, suspension of a Certificate of Registration, injunctive relief, liens, and other civil and criminal penalties as provided by law, as well as referral to other enforcing agencies.
- (c) Before issuing a fine under Sec. 13-204, written notice shall be provided granting the rental operator fifteen (15) calendar days to cure the violation. Fines may be issued if the vacation rental operator has not cured the violation within this period. This provision only applies to violations under Sec. 13-204 and does not regulate the enforcement of uniformly applied violations without regard to whether the residential property is used as a vacation rental.
- (d) If the code enforcement board or special magistrate finds a code violation related to the vacation rental to be a material violation of a local law, ordinance, or regulation that does not solely apply to vacation rentals and is directly related to the vacation rental premises, a written notice of such violation shall be re required.
- (e) If a code violation related to the vacation rental is found to be a material violation of local law, ordinance, or regulation as described in the foregoing subsection, the code enforcement board or special magistrate must make a recommendation as to whether a Certificate of Registration should be suspended.

- (f) The code enforcement board or special magistrate must recommend the suspension of the Certificate of Registration if there are:
  - (i) One or more violations on five (5) separate days during a sixty (60) day period;
  - (ii) One or more violations on five (5) separate days during a thirty (30) day period;  
or
  - (iii) One or more violations after two (2) prior suspensions of the Certificate of Registration.
- (g) If the code enforcement board or special magistrate recommends suspension of a Certificate of Registration, the suspension is limited to a period of:
  - (i) Up to thirty (30) days for one (1) or more violations on five (5) separate days during a sixty (60) day period;
  - (ii) Up to sixty (60) days or one or more violations on five (5) separate days during a thirty (3) day period; or
  - (iii) Up to ninety (90) days for one or more violations after two (2) prior suspensions of a Certificate of Registration.
- (h) Certificate of Registration shall not be suspended for violations of a local law, ordinance, or regulation that are not directly related to the vacation rental premises.
- (i) The vacation rental operator and the DPBR shall be notified of the suspension of their registration within five (5) calendar days after the suspension. Such notice shall include the start date of the suspension, which must be at least twenty-one (21) calendar days after the suspension notice is sent to the rental operator and DPBR.
- (j) A Certificate of Registration may be revoked or, ineligible for renewal, if:
  - (i) The Certificate of Registration has been suspended three (3) times pursuant to paragraph (g);
  - (ii) There is an unsatisfied, recorded municipal lien or county lien on the real property of the vacation rental. However, the local government shall allow the vacation rental operator at least sixty (60) days before the revocation of a registration to satisfy the recorded municipal lien or county lien; or
  - (iii) The vacation rental premises and their owner are the subject of a final order or judgment by a court of competent jurisdiction lawfully directing the termination of the premises' use as a vacation rental.
- (k) Notice shall be provided to the vacation rental operator and DPBR within five (5)

days after the revocation of, or refusal to renew, a Certificate of Registration. The notice must include the date of revocation or nonrenewal, which must be at least twenty-one (21) days after the date such notice is sent.

- (1) A vacation rental operator may appeal a denial, suspension, or revocation of a Certificate of Registration or a refusal to renew such registration to the circuit court. An appeal must be filed within thirty (30) days after the issuance of the denial, suspension, or revocation of, or refusal to renew, the Certificate of Registration. The court may assess and award reasonable attorney fees, costs, and damages to the prevailing party.

**Section 3. CONFLICTS.** All ordinances or parts of ordinances of the Code of Ordinances of the City of Mary Esther, Florida in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**Section 4. SEVERABILITY.** In the event that any word(s), phrase(s), portion(s), section(s), subsection(s) of this Article is (or are) contrary to law, or against public policy, or shall for any reason whatsoever be held invalid, illegal or unconstitutional by any court of competent jurisdiction, such word(s), phrase(s), portion(s), section(s), subsection(s) of this Article shall be null and void and shall be deemed severed and shall be a separate, distinct and independent provision from the remaining provisions of this Article; and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sections or subsections of this Article, which shall remain in full force and effect.

**Section 5. SCRIVENER'S ERRORS.** Corrections of typographical errors which do not affect the intent of this ordinance may be authorized by the City Attorney without public hearing by filing a corrected or recodified copy with the City Clerk.

**Section 6. ORDINANCE TO BE LIBERALLY CONSTRUED.** This ordinance shall be liberally construed to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

**Section 7. CODIFICATION.** It is the intent of the City Council that this ordinance shall become and be made part of the Code of Ordinances for the City of Mary Esther, Florida. Accordingly, the sections of this ordinance may be renumbered, or re-lettered and the word "ordinance" may be changed to "section" or "article" or other appropriate designation to make it compatible with current city code.

**Section 8. EFFECTIVE DATE.** This ordinance shall take effect immediately upon approval at second reading by the City Council and signature of the Mayor.

SO DONE this \_\_\_\_ day of \_\_\_\_\_ 2024.

By: \_\_\_\_\_  
Chris Stein, Mayor

ATTEST:

\_\_\_\_\_  
Dillon Morris  
City Clerk

1<sup>st</sup> Reading:

Published:

2<sup>nd</sup> Reading:

DRAFT

# AGENDA ITEM

Agenda Item 7.1.

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**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jared Cobb, City Manager

**DATE:** June 17, 2024

**SUBJECT:** Consideration of Christobal Landing Waterfront Park Conceptual Plan

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## **BACKGROUND:**

In late 2023, Okaloosa County, in partnership with the City of Mary Esther, purchased property on South Christobal Road to develop a new waterfront park. Okaloosa County is managing the project design, engineering, and construction. Upon completion, the City of Mary Esther will assume ownership. The project is funded solely with Tourist Development Tax (hotel and bed taxes) revenues.

## **DISCUSSION:**

On May 21, the City and Okaloosa County held a public workshop to present the draft conceptual plan and solicit feedback. A copy of the presentation, along with public comments, is attached. County staff have also provided written responses to each comment received.

## **FINANCIAL IMPACT:**

The estimated cost of the project is \$3,000,000, which is being shared equally between the City and County. All costs are covered by Tourist Development Tax (hotel and bed taxes) revenues.

## **RECOMMENDATION:**

Staff recommends the City Council review the written comments from the public workshop on May 21, the County response, and any public comments shared at the Council meeting. Subsequently, the Council may approve the Christobal Landing Waterfront Park plan **as presented** -OR- with **proposed changes**.

## **ATTACHMENT(S):**

1. Christobal Waterfront Park Presentation
2. Christobal Waterfront Park Workshop Comments

# Christobal Waterfront Park Okaloosa County, Florida

Public Meeting  
Tuesday, May 21, 2024, 6:00 PM Central



# Introductions:

- MRD Associates, Inc.
- City of Mary Esther
- Okaloosa County



# Conceptual Plan

- Access Road
- Parking
- Sidewalk
- Lighting
- Restrooms
- Gazebo
- Roller Launch
- Kayak Hooks
- Boat Slide
- Floating Docks
- Natural Sand Landing



# Key Features



- Shadowbox Fence
- Restrooms



- Lighting
- Gazebo



- Sidewalk
- Natural Sand Landing



# Key Features



- Kayak Hook
- Step Down Launch

- Boat Slide
- Launch with Rollers

- Sidewalk
- Natural Sand Landing

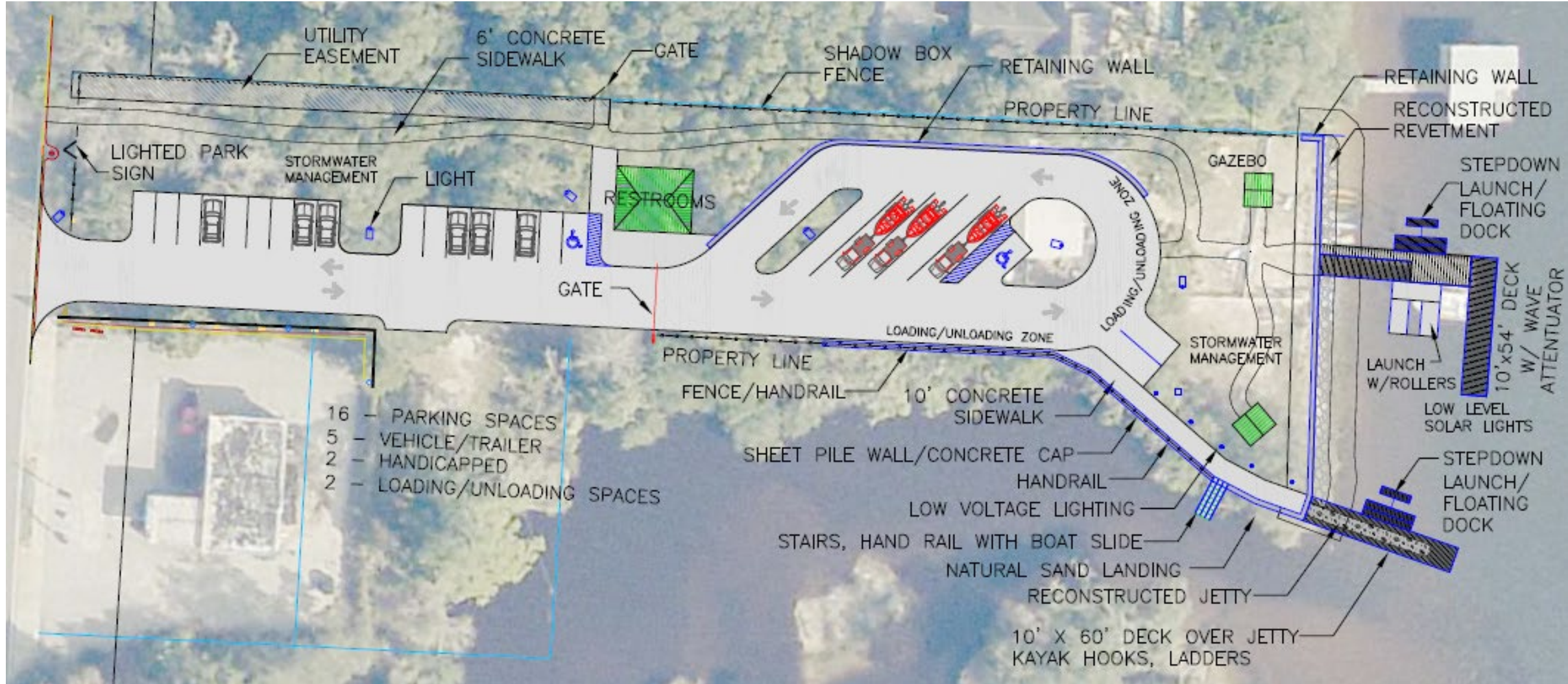


# Sound Side Park



- Access road with cul-de-sac

# Closing Remarks and Questions



## Comments from the City of Mary Esther Town Hall for Christobal Landing Park

5/21/24

**1: Excited for progress! + another functional park. Waterfront park in Mary Esther. YAY!**

**Response:** Glad to hear - Thank you

**2. BAD IDEA. Traffic will be worse, for NO Real Gain. Quit Killing nature, its why we like it here! Leave Some.**

**Response:** The property was purchased with the specific intent of building a park. Houses were demolished and design is in progress, not sure abandoning the project is a valid course at this time.

**Recommendation:** No change proposed.

**3. Jetty should be North & South as to not choke an already tight pass. No Deck over JETTIES. Fishing lines w/interfere w/vessel traffic.**

**Response:** From Adjoining Commercial Property: Jetty is proposed in the location of historical jetty. The dockage will essentially only cover this existing restriction. This will provide another launch option and viewing platform. While some may fish there from time-to-time, non-motorized or commercial motorized boat rental will have the right of way.

**Recommendation:** No Change Proposed

**4. The position of the Jettys/Dock needs to have consideration for boaters to enter the cove to access other parcels and business.**

**Response:** Same as above 3#. To restore the access into the Cove it will take prolonged permitting and extensive dredging. While we wish the adjoining owner well in his business pursuits, we want to make the park just as usable for the public as the commercial property wants to make it for his customers.

**Recommendation:** No change proposed.

**5. I think the park need to include more items for children. Park equipment or splash pad.**

**Response:** This park is fairly small and unfortunately, cannot be all things to everyone for a typical neighborhood park. However, having said that as we go through the design process there may be room for a small playground on the north end of the park. We will likely not be able to accommodate a splash pad at this location.

**Recommendation:** Maybe - We may be able to fit a small playground for the younger kids.

**6. Why a Concrete Cap over seawall vs. Dock? The Basin will be dredged.**

**Response:** Not sure on context of this comment. However, concrete vs. wood dockage is partly an ADA issue, an appearance issue, and partly a maintenance/longevity decision. Concrete generally costs more upfront but is better for ADA, maintaining appearance, and less maintenance over time. Glad to hear the basin will be dredged.

**Recommendation:** No change proposed.

**7. Contact Originals Properties to West for information on their development plans. Working on Seawalls & docks already.**

**Response:** We have done that and are open to receive anything they would like to provide. We would not or could not make improvements on private property.

**Recommendation:** Completed contact. Further cooperation may occur depending on what information is received from commercial business to the west.

**8. Turn off needs to be reviewed. There have been 2 rear end accidents there. Cars slowing down to make the right turn.**

**Response:** There is definitely congestion on this roadway and physically there is no room for a turn lane. A lot of the heavier use is likely to occur during lower traffic periods on the weekend and during cooler times of the day-- such as the early morning or early evening hours.

**Recommendation:** No change proposed.

**9. L-Shape main dock face should be larger going east & west.**

**Response:** Unsure if wider or longer dock section was intended with the comment. This section is currently 10ft wide but it could be made wider. It is no proposed to make it longer as we want to maintain some viewshed for the pavilion/upland users

**Recommendation:** Increase the width by 2ft.

**10. Rather see sand landing on south side of parcel east of jetties or east of "L" dock**

**Response:** The sand area is an existing sand beach area and will be a great, sheltered launch location for some types of non-motorized vessels. A swimming/bathing or launch area there is not proposed on the south side as it would be dangerous to access, unsupervised, and subject to large boat wakes at time. Because the shoreline experiences large wakes the shoreline and dock have to be hardened (potentially with living shoreline) to attenuate the waves. The launches shown are from the dock and are either behind something that will protect from waves or can only be used in calm low boat traffic conditions.

**Recommendation:** No change proposed.

**11. Jungle Gym. No trailer parking. Option for 2 cars/trucks in slanted parking spots.**

**Response:** Jungle Gym - assuming playground. Please see response #5. Providing no trailer parking is not realistic for the variety of users that will use this facility. Some in lieu of using a trailer utilize a bed extension running from the trailer connection. Unsure on Option comment as there are two oversized spaces for temporary unloading/loading.

**Recommendation:** No change proposed.

**12. Locate more than one bathroom bldg. A 2 showers (outside) to rinse off people/pets before leaving area.**

**Response:** The park usage and economics of the park would not warrant a second bathroom for such a small specialty park. However, the bathroom should be relatively easy to walk from anywhere in the park at under 300ft. The bathroom will a shower and/or rinse off location for people/equipment and pets if permitted.

**Recommendation:** A water hose will be provided to hose off equipment and showers or the same hose could clean off individuals and pets as they leave the water.

**13. Dog access + Local permit. More green space-less parking lot. Can we name the alligator? Walking loop, red fishing light. Work with locals cove for parking & food trucks.**

**Response:** This will be up to the City of Mary Esther on if or how they plan to allow any dog usage, however equal usage rules will be required for all County residents, including as it relates dogs. We will landscape it and make it as green as possible, but more users other than neighbors will have to drive there which require adequate parking. You can name the alligator. The idea of a fishing light is a good one. We will have a loop from the trail and parking drive aisle up the HWY 98 sidewalk. No commercial activity is proposed for this smaller park, but the City could permit a food truck from time to time.

**Recommendation:** Dog decision not made yet; will put as much green space as possible; name the gator; will work to add green fishing light on fishing dock; and there will be a walking loop.

**14. Maybe make boat trailer parking smaller & areas for landscaping.**

**Response:** In planning a park like this you are never sure of actual demand and how usage will break down. We could have too many or too few trailer spots. There will be many areas for landscaping in the plan which would have shown up better if we colored the site plan. A landscaping plan will be developed for the park further in the design process.

**Recommendation:** We will delete one trailer space going from 5 to 4.

**15. Please replant trees. Please look into perforated parking lot surfaces. Please keep the parking lot as green as possible, perhaps islands of \_\_\_\_ to even slow traffic down.**

**Response:** The property will be heavily landscaped, there will be landscape islands and lots of open space. A landscape plan has not been developed at this stage but will be part of the overall plan after a conceptual site plan is approved.

**Recommendation:** We understand and will try to make the property beautiful with lots of trees.

**16. It is pretty obvious to me that this project will benefit the few and not the many. It's a great plan but in the wrong location. The Hwy 98 will be greatly impacted as well as public safety. Covering the natural land for 5 skiffs is not worth this impact and tax obligations. Simply Re-locate!**

**Response:** This was actually covered with three houses, driveways, fences, retaining walls, and other normal residential development improvements. The park will be wide open, have a trail, allow picnics, and paddle boards/kayaks. If there are only 5 skiffs Hwy 98 will not be greatly impacted, nor will public safety. Relocate to where?

**Recommendation:** Thank you for your comment, but we will have to agree to disagree on almost all of your comment about benefits, impacts, and tax obligations.

**17. Need to have coke at meetings. Anonymous**

**Recommendation:** Will ensure we have Coca-Cola and Diet Coca-Cola at any future charettes

# AGENDA ITEM

Agenda Item 7.2.

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**TO:** Honorable Mayor and Members of the City Council

**FROM:** Heather Day, Finance Director

**DATE:** June 17, 2024

**SUBJECT:** Amendment to CDBG Agreement No. 22DB-OP-01-56-02-N24

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**BACKGROUND:**

The enclosed document serves as a modification to 2019 Community Development Block Grant (CDBG) Agreement No. 22DB-OP-01-56-02-N24. This agreement accounts for \$700,000 designated specifically for the enhancement of street pavement within the confines of Springdale Park Neighborhood.

**DISCUSSION:**

The enclosed document modifies the existing CDBG agreement, prolonging the project duration by an additional 15 months until April 30th, 2025. While the project is anticipated to conclude well before April 30, 2025, a lengthy extension was granted due to delays in the approval process by Florida Commerce.

**FINANCIAL IMPACT:**

There is no financial impact for this item.

**RECOMMENDATION:**

Motion to approve modification number 1 to CDBG Agreement No. 22DB-OP-01-56-02-N24.

**ATTACHMENT(S):**

1. CDBG Agreement No. 22DB-OP-01-56-02- N24 Modification No. 1

FLAIR #: H2421

**COMMERCE AGREEMENT ROUTING REVIEW FORM**

CGA Staff: BF

1. Agreement Manager: Samuel Vail

Program Area (Division): DCD-CDBG

Phone No.: 850-717-8434

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: 1  
 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 # 22DB-N24 4. Begin Date 11/1/2021 End Date 1/31/2024 Revised End Date 4/30/2025 5. Grant # DBF20 Mod. #

6. CFDA # 14.228 CSFA # 7. Contract/Grant Total \$700,000.00 Increase \$ (Decrease) (\$) Revised Contract/Grant Total

8. Entity Name/Vendor ID #/Address/Phone # City of Mary Esther/FEID# 59-6032418  
195 N. Christobal Rd., Mary Esther, FL 32569  
850-243-3566 9. Method of Payment  Cost Reimbursement Fixed Price or Fixed Rate Other: (please specify) 10. Vendor Determination Form Received?  No

11. FLAIR Fund Code 202261006 12. FLAIR Object Code(s) 780000 13. Budget Entity 40300200 14. FLAIR Organization Code(s) 40304000000 15. Appropriation Category 100190

16. Expansion Option/Version 17. OCA 18. FCO Year 19. FLAIR Account Code (29-digits) 40202261006403002000010019000

20. Method of Procurement Type: RFA Solicitation #: Award Date/Notification 11/1/2021 21. Service Type 84101600 22. Agreement Type  Recipient/Subrecipient Other: (please specify) 23. State Funded Project?  No

**ADMINISTRATIVE REVIEW**

	PRE-EXECUTION PHASE (DocuSign)	EXECUTION PHASE
	Agreement Manager: <u>Samuel Vail</u> <u>Samuel Vail</u> 5/7/2024	Office of the General Counsel:
	Contracts and Grants Administration: <u>Ramona Turner</u> <u>R Turner</u> 5/20/2024	Chief Financial Officer (If Applicable):
AM	Revenue Management: <u>Lemuel Toro</u> <u>Lemuel Toro</u> 5/21/2024	Chief of Staff (If Applicable):
KB	Bureau Chief/Manager: <u>Pam Portwood</u> <u>Pam Portwood</u> 5/22/2024	Delegation of Authority (If Applicable):
	Director (If Applicable):	
	Deputy Secretary (If Applicable): <u>Kate Doyle</u> <u>Kate Doyle</u> 5/23/2024	
	Chief Financial Officer (If Applicable): <u>Caroline womack</u> <u>Caroline Womack</u> 5/23/2024	
	Chief of Staff (If Applicable): <u>Adam Callaway</u> <u>Adam Callaway</u> 5/25/2024	
	Secretary (If Applicable): <u>J. Alex Kelly</u> <u>J. Alex Kelly</u> 5/27/2024	

**COMMENTS (If Applicable)**

**Agreement Manager**

**Contracts and Grants Administration**

**Budget Management**

**Revenue Management**

**Bureau Chief**

**Director**

**Deputy Secretary**

**Chief Financial Officer**

**Chief of Staff**

**Secretary**



## Executive Briefing Template

<b>Issue Title:</b> H2421 – City of Mary Esther requested a 15-month extension and a revision to the scope of the project.		
<b>Originating Office/Division:</b> Small Cities CDBG/Division of Community Development	<b>Preparer:</b> Sam Vail	<b>Date:</b> 4/1/2024
<b>Action Requested:</b> Review, approve, and sign the Modification		
<b>Issue Summary:</b> The City of Mary Esther's agreement expired on January 31, 2024, and the City requested a 15-month extension and a revision to the scope of the project to include additional accomplishments due to cost underruns.		
<b>Florida Statute:</b> 290.046	<b>Lobbyist:</b> N/A	
<b>Issue Start Date:</b> 1/31/2024	<b>Due Date:</b> As soon as possible	
<b>External Partners:</b> N/A	<b>Cost:</b> \$700,000.00	
<b>Inform:</b> DWS: <input type="checkbox"/> DCD: <input checked="" type="checkbox"/> DED: <input type="checkbox"/> F&A: <input type="checkbox"/> IT: <input type="checkbox"/> CIO: <input type="checkbox"/> Comms: <input type="checkbox"/> Leg: <input type="checkbox"/> EAT: <input type="checkbox"/> OGC: <input type="checkbox"/> OIG: <input type="checkbox"/> COS: <input type="checkbox"/> Sec: <input type="checkbox"/> OPB: <input type="checkbox"/> EOG: <input type="checkbox"/>		
<b>Background:</b> State of Florida's CDBG program receives an annual allocation from the U.S. Department of Housing and Urban Development (HUD). The units of local government compete for funding in four different funding categories which are Housing Rehabilitation, Economic Development, Commercial Revitalization and Neighborhood Revitalization. This is done through a competitive application process.	<b>Relevant Data:</b> The City of Mary Esther was awarded \$700,000.00 in FFY 2019 CDBG funds to construct 5,350 Linear Feet (LF) of waterline improvements, refurbish 23 sewer manholes, and to resurface 5,350 LF of roadways.  The City of Mary Esther requested an amendment to expand the scope of work to include 3,260 LF of 6-inch water main improvements, 200 LF of 8-inch water main improvements, 200 LF of 10-inch watermain improvements, and an additional 1,535 of road resurfacing along Mary Esther Drive and Shamrock Drive due to cost underruns.  The City of Mary Esther also has an ongoing CDBG-CV project in the same service area. Construction activities for both projects are underway. Program recommends a 15-month extension to ensure that both projects are open until both projects are completed.  Agreement Period: 8/1/2021 – 1/31/2024 Revised Agreement Period: 8/1/2021 – 4/30/2025	
<b>Three options:</b> 1. Approval of this Amendment		
<b>Next steps:</b> Agreement Manager will proceed with executing this modification and monitor the project through the term of the agreement.		
<b>Chief of Staff Notes:</b>		



## Modification to Subgrant Agreement

July 6, 2023

### Modification Number 1 to Subgrant Agreement Between the Department of Commerce Opportunity and The City of Mary Esther

This Modification Number 1 is entered into by and between the State of Florida, Florida Department of Commerce, (“Commerce”), formerly 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** 22DB-OP-01-56-02-N24, **FLAIR Contract Number** H2421, on November 4, 2021 (“the Agreement”), pursuant to which Commerce provided a subgrant in the amount of \$700,000.00 to the Recipient under the Small Cities Community Development Block Grant (“CDBG”) Program as set forth in the Agreement;

**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, \_\_\_\_\_, 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 Narrative**

3. Attachment A, Project Narrative, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.

**Change the Number of Accomplishments and/or Beneficiaries**

4. Attachment A of the Subgrant Agreement is hereby deleted and replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.



## Modification to Subgrant Agreement

July 6, 2023

**Recipient:** The City of Mary Esther

**Modification Number:** 1

**Contract Number:** 22DB-OP-01-56-02-N24

**FLAIR Contract Number:** H2421

**Include an Unaddressed Need from the Application for Funding as Addressed Need**

5. Attachment A of the Subgrant Agreement is hereby deleted and replaced by the revised Attachment A, which is 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 August 1, 2021, (the "Effective Date") and ends on April 30, 2025, unless otherwise terminated as provided in this agreement. Commerce shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to Commerce in its sole discretion, and Commerce's Deputy Secretary of the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient's control and include a performance plan that demonstrates the Recipient's capacity to perform and complete the remaining project tasks within the extension period. Commerce will also take into consideration the Recipient's progress and verifiable achievements at Commerce's sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the closeout procedures set forth in Attachment H.

**Other:**

9. This Agreement is hereby reinstated as though it had not expired.



## Modification to Subgrant Agreement

July 6, 2023

**Recipient:** The City of Mary Esther

**Modification Number:** 1

**Contract Number:** 22DB-OP-01-56-02-N24

**FLAIR Contract Number:** H2421

10. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce (“Commerce”). Effective July 1, 2023, all references to “Department of Economic Opportunity” or “DEO” are hereby replaced with “Florida Department of Commerce” or “Commerce” as appropriate.

11. Paragraph 25 is hereby deleted and replaced with the following:

(25) Employment Verification (E-Verify)

(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 s. 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 Contract.

12. Attachment H, Reports, is amended to add the following subsection 9:

9. 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 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.



## Modification to Subgrant Agreement

July 6, 2023

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**Recipient:** The City of Mary Esther

**Modification Number:** 1

**Contract Number:** 22DB-OP-01-56-02-N24

**FLAIR Contract Number:** H2421

- 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). If the Recipient meets the criteria set forth in this paragraph, then the Recipient is deemed to have demonstrated a financial hardship.
13. 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.
14. 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.

(The remainder of this page is left intentionally blank)



**Modification to Subgrant Agreement**

July 6, 2023

**Recipient:** The City of Mary Esther

**Modification Number:** 1

**Contract Number:** 22DB-OP-01-56-02-N24

**FLAIR Contract Number:** H2421

**IN WITNESS WHEREOF**, the parties hereto have executed this document as of the dates set herein.

**State of Florida**  
**Department of Commerce**

**Recipient: The City of Mary Esther, Florida**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: J. Alex Kelly

Name: Chris Stein

Title: Secretary  
Department of Commerce

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 Detail Budget and Deliverables

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- 1. PROJECT NARRATIVE:** The City of Mary Esther (Recipient) has been selected to participate in the Small Cities CDBG Program. The Recipient will use the \$700,000 in CDBG Neighborhood Revitalization funds to conduct improvements, including the installation of water mains, creating service connections, installation of fire hydrants, refurbishing and lining sewer manhole covers and roadway resurfacing. The Recipient is contributing \$50,000 in infrastructure funds towards the project.

**Service Area (SA) 1:**

This activity includes improvements on Kohler, Overstreet, North, and Pryor Street. Improvements include installing 5,350 Linear Feet (LF) of six-inch water main with 99 water service connections and 4 fire hydrants, refurbishing and lining 15 sanitary sewer manholes, and resurfacing 5,350 LF of roadway. Additional improvements along Mary Esther Drive will include refurbishing and lining 8 sanitary sewer manholes. The improvements to SA 1 will benefit 148 households containing 401 persons, of which 331 (82.54%) are low-to-moderate income (LMI), 285 (71.07%) are moderate income (MI), 46 (11.47%) are very low income (VLI) , and 70 (17.46%) are over income (OI).

**Service Area (SA) 2:**

This activity includes improvements on Mary Esther Drive and Shamrock Drive. Improvements include 3,260 LF of 6” water-main, 200 LF of 8” water-main, and 200 LF of 10” water-main along with 1,535 of road resurfacing. A single fire hydrant will also be replaced. The improvements to SA 2 will benefit 148 households containing 401 persons, of which 331 (82.54%) are low-to-moderate income (LMI), 285 (71.07%) are moderate income (MI), 46 (11.47%) are very low income (VLI), and 70 (17.46%) are over income (OI).

This project will meet the Benefit to LMI Persons National Objective.

### Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Develop policies for the Recipient to adopt related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient’s area,
- Conducted activities related to the HUD-required 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 pre-bid 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,
- Reviewed Household Income Certification Forms for households being hooked up to new utility services,
- 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,

## Attachment A – Project Detail Budget and Deliverables

- 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,
  - Paid CDBG portion of required audit,
  - Submitted requests for funds to Commerce,
  - Prepared subgrant modification documents, and
  - Prepared the Administrative Closeout Report.
2. **RECIPIENT RESPONSIBILITIES:** The Recipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Narrative 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 hereto as Attachment B. The Project Detail Budget must identify the maximum reimbursement 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 Budget Detail and the Activity Work Plan may be modified by the unilateral determination of Commerce or by mutual consent of the Parties.
3. **COMMERCE RESPONSIBILITIES:** Commerce shall receive and review the 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:** Recipient agrees to provide the following services as specified:

Deliverable No. 1	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p><b>Project Implementation</b> The Recipient shall complete eligible Project Implementation tasks as detailed in Section 1 of Attachment A – Project Narrative.</p>	<p>The Recipient shall be reimbursed upon completion of a minimum of one Project Implementation task on a per completed task basis as detailed in Section 1, Attachment A – Project Narrative; The Recipient’s completion of tasks shall be evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable No. 2	Minimum Level of Service (to submit for request for payment)	Financial Consequences

## Attachment A – Project Detail Budget and Deliverables

<p><b>Construction</b> The Recipient shall complete Infrastructure Construction as detailed in Section 1, Attachment A – Project Narrative.</p>	<p>Following a draw for mobilization*, the Recipient shall be reimbursed upon completion of a minimum of 10 percent (10%) of overall project as detailed in Section 1, Attachment A – Project Narrative. 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.</p> <p>* Mobilization refers to a contractor’s mobilization of equipment, materials and barriers to the work site(s).</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.</p>
<p><b>TOTAL AWARD NOT TO EXCEED \$700,000.00</b></p>		

# AGENDA ITEM

Agenda Item 7.3.

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**TO:** Honorable Mayor and Members of the City Council

**FROM:** Shawn Lindsey

**DATE:** June 17, 2024

**SUBJECT:** Consent Order In-Kind Project Amendment

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## **BACKGROUND:**

On May 3, 2024, the Florida Department of Environmental Protection (FDEP) approved our tentative request to amend our In-Kind Project for the consent order. The City Council previously budgeted and approved a bid for a new generator to fulfill the in-kind project requirement. However, the actual installation cost exceeded our budget, so we asked for an amendment to the in-kind project to repair the existing generator, which, due to storm damage, had over \$100,000 invested under an insurance claim. The generator was recently inspected, and additional components were replaced. If approved, the amended in-kind project would include these recent generator repairs, the purchase of a vacuum trailer/hydraulic excavator, and a 6-inch bypass pump.

## **DISCUSSION:**

These purchases will exceed the amount required for the consent order but are within budget. Each of these items will result in continued savings as we will have an in-house vacuum trailer and an additional second, more powerful bypass pump for emergency operations. Together, the equipment will help prevent more spills and deal with emergency power outages.

The vacuum/hydraulic excavator performs two functions:

1. Vacuum can be used to pump down lift stations and manholes for routine maintenance and emergency repairs.
2. A hydraulic excavator can remove soil and debris more efficiently and safely, with less risk of damaging surrounding infrastructure.

We currently have a bypass pump, but another is needed to prevent overflows during pump breakdowns and during power outages. This bypass pump is mobile, so if the generator goes out at the sewer treatment plant, it can be used to keep the plant going for at least another seven (7) hours, giving us time to secure a mobile generator. If a pump is damaged at the sewer plant or lift station, we can use this bypass pump temporarily until the pump is replaced or repaired. These items will improve our responses to large-scale emergencies and improve our efficiency in regular maintenance activities.

**FINANCIAL IMPACT:**

The combined cost of the vacuum trailer and bypass pump is \$159,072.21; we budgeted \$165,000 for the in-kind generator purchase. The vacuum trailer/hydraulic excavator has a contract price of \$94,097.21 from the Sourcewell cooperative purchasing program and the unit is available now and ready for delivery. The 6-inch bypass pump and trailer have a contract price of \$64,975 through the Florida Sheriff's Association cooperative purchasing program.

**RECOMMENDATION:**

Motion to amend the consent order in-kind project and approve the purchase of a vacuum trailer/hydraulic excavator for an amount not to exceed \$95,000, and a 6-inch bypass pump and trailer for an amount not to exceed \$66,000, through cooperative purchasing programs.

**ATTACHMENT(S):**

1. May 3 Approval of In-kind Modification
2. Mary Esther BPA Pump Prices from FSA
3. UPDATED - Sourcewell-Vac Trailer LPSDT873SDT



# 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

5/3/2024

Jared Cobb, City Manager  
City of Mary Esther  
195 Christobal Road N  
Mary Esther, FL 32569  
[cmgr@cityofmaryesther.com](mailto:cmgr@cityofmaryesther.com)

RE: In-Kind Project Proposal Acceptance Letter; DEP vs. City of Mary Esther; Mary Esther WWTP (FLA010191); OGC File No. 22-2083; Okaloosa County

Dear Mr. Cobb,

The City of Mary Esther has proposed to satisfy penalties assessed in the consent order, (\$89,0430.00) through an in-kind penalty project.

The Department received your proposed in-kind penalty project on February 29, 2024. The calculated in-kind penalty amount is 1.5 times the combined penalty amounts, which totals **\$133,564.50**. This revised proposal includes replacing components of the original generator to have all new equipment on the electrical side of the generator. They would also like to purchase a vacuum trailer for excavation and sewer system cleaning and a portable bypass pump for use during emergencies and planned outages for maintenance. This alternate plan will still provide a reliable and redundant power supply and protect against equipment outages during emergency response operations and large storm events. The total estimated in-kind project totals **\$161,240.50**. The proposed project is acceptable and hereby approved as submitted. A copy of the proposal is enclosed.

If you have any questions, comments, or concerns please contact Christina Horstmann at (850) 595-0625 or by email at [Christina.Horstmann@FloridaDEP.gov](mailto:Christina.Horstmann@FloridaDEP.gov).

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth Mullins Orr".

Elizabeth Mullins Orr  
Director  
Northwest District

EMO/ch

Enclosure: City of Mary Esther In-Kind Penalty Project Request and Proposal

cc: Paul Price, Mary Esther WWTP Lead Operator ([paul.price@jacobs.com](mailto:paul.price@jacobs.com))  
Shawn Lindsey, Director of Public Works ([slindsey@cityofmaryesther.com](mailto:slindsey@cityofmaryesther.com))  
Scott Jernigan, Jacobs ([Scott.Jernigan@jacobs.com](mailto:Scott.Jernigan@jacobs.com))  
Jessica Baker, Jacobs ([Jessica.Baker1@jacobs.com](mailto:Jessica.Baker1@jacobs.com))

**From:** [Jernigan, Scott](#)  
**To:** [Miller, Deneale](#)  
**Cc:** [Baker, Jessica](#); [Shawn Lindsey](#)  
**Subject:** Mary Esther In-kind Project  
**Date:** Tuesday, February 27, 2024 5:37:57 PM

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**EXTERNAL MESSAGE**

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Hi Deneale,

I am following up on our call from a couple of weeks ago regarding a change to Mary Esther's in-kind project. As we discussed, the generator replacement came in significantly over the budget and the city would like to review another alternative for the in-kind work. Several components of the generator were replaced last year and the city can replace the remaining components to have all new equipment on the electrical side of the generator. They would also like to purchase a vacuum trailer for excavation and sewer system cleaning and a portable bypass pump for use during emergencies and planned outages for maintenance. The generator improvements are approximately \$23,000, the vacuum trailer is approximately \$90,000, and the bypass pump is approximately \$50,000. This gives a total in-kind amount of \$164,000. If this approach is acceptable to FDEP, we will prepare a formal request to amend our in-kind project. Please give me a call if you have any questions.

Thanks,

-SLJ

**Scott L Jernigan, PE\*** | [Jacobs](#) | Project Manager  
O:+1.850.941.7282 | M:+1.850.266.3975 | [scott.jernigan@jacobs.com](mailto:scott.jernigan@jacobs.com)  
25 West Cedar Street, Suite 350 | Pensacola, FL 32502 | USA  
\*AL, FL, MS, TX

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**From:** [Miller, Deneale](#)  
**To:** [Jernigan, Scott](#); [Horstmann, Christina](#)  
**Cc:** [Baker, Jessica](#); [Shawn Lindsey](#)  
**Subject:** RE: Mary Esther In-kind Project  
**Date:** Wednesday, February 28, 2024 7:55:00 AM

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Good morning Mr. Jernigan,

Thank you for reaching out with an In-Kind project alternative option received on February 27, 2024. As stated in the January 10, 2024 email (see link below), Christina Horstmann the new case manager for your county is still familiarizing herself with her new cases and has not completed the review of the initial project submission. I will meet with her this week to discuss the suggested changes and get back with you as soon as possible.

- [https://depdms.dep.state.fl.us:443/Oculus/servlet/shell?command=getEntity&\[guid=38.1256789.1\]&\[profile=Enforcement\\_Legal](https://depdms.dep.state.fl.us:443/Oculus/servlet/shell?command=getEntity&[guid=38.1256789.1]&[profile=Enforcement_Legal)

Again, I apologize for the delay and we appreciate your patience while we train our new staff. If you have any other questions or concerns please do not hesitate to reach out via email or phone.

At your service,  
Deneale Miller  
WW CAP ESIII  
(850) 595-0677

**From:** [Jernigan, Scott](#)  
**To:** [Miller, Deneale](#); [Horstmann, Christina](#)  
**Cc:** [Baker, Jessica](#); [Shawn Lindsey](#)  
**Subject:** RE: Mary Esther In-kind Project  
**Date:** Wednesday, February 28, 2024 8:30:11 AM

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**EXTERNAL MESSAGE**

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Deneale,

Thank you for the quick response. The alternative project noted below would replace the previously approved generator replacement in-kind project. That project was approved on May 31, 2023. I will coordinate with the City to verify, but at this point I think we would like to keep the two projects separate.

Thanks,

-SLJ

**From:** [Jernigan, Scott](#)  
**To:** [Miller, Deneale](#)  
**Subject:** Mary Esther In-kind Project  
**Date:** Thursday, February 29, 2024 11:11:37 AM  
**Attachments:** [Quoted Repair Receipt - SO26638647.pdf](#)  
[TAW-30496.pdf](#)

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**EXTERNAL MESSAGE**

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Deneale,

Please see attached for the quote for the generator repair for Mary Esther. This is in response to our call yesterday regarding modifying the generator replacement in-kind project. Two more quotes to follow for the bypass pump and vacuum trailer. Please review and give me a call to discuss if you have any questions.

Thanks,

-SLJ

---

**From:** Shawn Lindsey <[slindsey@cityofmaryesther.com](mailto:slindsey@cityofmaryesther.com)>  
**Sent:** Wednesday, February 28, 2024 4:49 PM  
**To:** Jernigan, Scott <[Scott.Jernigan@jacobs.com](mailto:Scott.Jernigan@jacobs.com)>  
**Subject:** [EXTERNAL] FW: Service Inspection Report - SO26638647 - CITY OF MARY ESTHER - Quoted Repair Receipt

See attached two quotes for the Generator. I am currently scheduling another price for generator parts to replace and it could look different, but I think these two quotes are a good budget number.

---

**From:** [TAW-NoReply@servicepro10.com](mailto:TAW-NoReply@servicepro10.com) <[TAW-NoReply@servicepro10.com](mailto:TAW-NoReply@servicepro10.com)>  
**Sent:** Friday, February 9, 2024 10:19 AM  
**To:** [servicecenter@tawinc.com](mailto:servicecenter@tawinc.com); Shawn Lindsey <[slindsey@cityofmaryesther.com](mailto:slindsey@cityofmaryesther.com)>; [randall.killian@jacobs.com](mailto:randall.killian@jacobs.com)  
**Subject:** Service Inspection Report - SO26638647 - CITY OF MARY ESTHER - Quoted Repair Receipt

Preston Sampley has completed the following inspection.

**Inspection:** Quoted Repair Receipt  
**Order Number:** [SO26638647](#)  
**Completed Date:** February 09, 2024  
**Customer:** CITY OF MARY ESTHER  
**Site Name:** CITY OF MARY ESTHER  
**Site Address:** 195 N CHRISTOBAL RD, Mary Esther, FL 32569

Please review at your convenience.

*This email is automated and does not accept replies.*

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**TAW Power Systems, Inc.**

5520 Business Parkway  
Theodore, AL 36582  
Tel: 251-653-4150

**Order Number:** SO26638647

**Customer #:** 327109

**Customer:** CITY OF MARY ESTHER

**Site Address:**

195 N CHRISTOBAL RD  
Mary Esther, FL 32569  
US

**Service Technician:** Preston Sampley

**Inspection Completed:** 2/9/2024

**Location:** CITY OF MARY ESTHER WWTP

**Serial #:** WA534042-EQ26037496

**Mod Num:** D375FJJ4

**KW:** 375

**Phase:** N/A

## Quoted Repair Receipt

### Services Performed

Description of work performed:	Went to looked over the unit and one of the ATS switches found multiple issues first issue is with the smaller ATS found the control was disconnected due to a lightning strike asked customer about they been using it manually was not able to shut power off to check everything on it but would recommend replacing it also found on the generator the batteries need replacing and unit needs a air filter also will need a coolant service everything else is in working condition.
--------------------------------	---

Is additional work required?	No additional work is required
------------------------------	--------------------------------

Was the system left online?	System online	Generator Hours	0
-----------------------------	---------------	-----------------	---

Contact Name	Manager
--------------	---------

Contact Signature	
-------------------	---

### Images

Image 1



Image 2



Image 3



Image 4





**TAW POWER SYSTEMS, INC.**

6312 78th street  
 Riverview, Florida 33578  
 www.tawinc.com

**PROPOSAL**

Proposal #	: <b>TAW-30496</b>	Salesperson	: <b>Chad Clary</b>
Proposal Date	: <b>02.09.2024</b>	Email	: <b>chad.clary@tawinc.com</b>
Proposal Expiration	: <b>03.22.2024</b>	Mobile Number :	: <b>(251) 234-0584</b>
		Branch	: <b>Mobile</b>
		Address	: <b>5520 Business Parkway, Bldg. 2, Theodore, AL 36582</b>

**Ship To**

**City of Mary Esther - WWTP**  
 195 N Christobal Rd.  
 Mary Esther, FL 32569

ATTN : Randall Killian  
 Generator Make:      Generator Model: D375FJJ4      Generator Serial: WA534042

Item	Qty	Rate	Amount
Outside Vendor Services	1.0	4,500.00	4,500.00
ATS Start-up	1.0	600.00	600.00
Expedited Delivery	1.0	600.00	600.00
Kohler Automatic Transfer switch	1.0	4,896.00	4,896.00
Mileage Charge	1.0	300.00	300.00
Environmental Fee	1.0	300.00	300.00
Technology Fee	1.0	125.00	125.00

**Total                    \$11,321.00**

TAW is proposing to swap-out the existing switch with a new automatic transfer switch" that is 200amp, 240v, and nema 3r enclosure. TAW will get it shipped from a distributor, once arrived TAW will provide an electrical contractor to install. TAW will provide a turn-key process and perform the start-up once the job is complete.

Authorized Signature & PO

**Any sales tax due on work will be calculated and included in final invoice unless a valid tax-exempt certificate has been supplied and is on file.**

Proposal does not include any additional work or material due to unforeseen problems that may be discovered after work has begun. TAW is not responsible for any permitting that may be required to perform any of the services described above. This proposal is separate from any previous proposal written or implied, and requires authorization and purchase order to proceed. Jobs that require special order parts will not go on the schedule until parts are in at a TAW warehouse. A temporary date may be given and is subject to change. A 25% restocking fee will be charged to all canceled proposals along with any freight charges incurred from any special ordered parts. This proposal is offered with TAW Power Systems, Inc. PERIODIC MAINTENANCE AGREEMENT/REPAIRS TERMS AND CONDITIONS. A copy is available upon request. Unless otherwise stated, proposal includes above parts, disposal of all waste materials, shipping/handling and labor to perform job described above.

**All TAW plans, specifications, and technical drawings are copyrighted works and contain proprietary know-how of TAW, and Buyer has no right to reproduce, distribute, or publish copies of TAW's copyrighted works or to create derivative works of TAW's copyrighted works without the express written permission of an authorized representative of TAW.**

**From:** [Jernigan, Scott](#)  
**To:** [Miller, Deneale](#)  
**Subject:** Mary Esther In-kind Project  
**Date:** Thursday, February 29, 2024 11:17:24 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[FSA23-EQU21.0 - BBA Pumps Item 310 - options.pdf](#)  
[BA150E D285 GL Hatz DriveOn Tier 4 final USA.pdf](#)

---

**EXTERNAL MESSAGE**

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Deneale,

The quote for the bypass pump for the alternate Mary Esther in-kind project is attached.

Thanks,

-SLJ

---

**From:** Shawn Lindsey <[slindsey@cityofmaryesther.com](mailto:slindsey@cityofmaryesther.com)>  
**Sent:** Wednesday, February 28, 2024 4:46 PM  
**To:** Jernigan, Scott <[Scott.Jernigan@jacobs.com](mailto:Scott.Jernigan@jacobs.com)>  
**Subject:** [EXTERNAL] FW: BBA Pumps FSA Pricing

See below and link for the FSA pricing on the BBA bypass Pump.

---

**From:** Shawn Lindsey  
**Sent:** Tuesday, February 13, 2024 10:27 PM  
**To:** Scott Jernigan <[scott.jernigan@jacobs.com](mailto:scott.jernigan@jacobs.com)>; Randall Killian <[Randall.killian@jacobs.com](mailto:Randall.killian@jacobs.com)>  
**Subject:** Fwd: BBA Pumps FSA Pricing

FYI:

Sent from my iPhone

Begin forwarded message:

**From:** Justin Booth <[jbooth@bbapumps.com](mailto:jbooth@bbapumps.com)>  
**Date:** February 13, 2024 at 8:04:03 PM CST  
**To:** Shawn Lindsey <[slindsey@cityofmaryesther.com](mailto:slindsey@cityofmaryesther.com)>  
**Cc:** Will Auclair <[wauclair@goforthwilliamson.com](mailto:wauclair@goforthwilliamson.com)>  
**Subject:** BBA Pumps FSA Pricing

Good evening Shawn,

It was a pleasure speaking with you earlier, and thank you for your interest in BBA Pumps. Here is a link to our FSA award page [Award Report | VendorLink \(myvendorlink.com\)](#) and you can also see attached for our pricing per the contract.

How the pricing works is:

- Take the base price for the Western Zone: \$49,955 (this is for a DOT trailer mounted, open canopy, 6" pump)
- Add option pricing for the option you would like.
  - For this example, let's use the sound attenuated, 6" trailer mounted pump we spoke about earlier (second option under 6" Pump Options)
  - Add the \$9,414 option price
- For this pump (6" sound attenuated, trailer mounted pump package) your price on the contract is \$59,369.00
- Then, under "Additional options & accessories" you can also choose accessories such as Camlock fittings, hoses, and battery trickle chargers.

I am also attaching the spec sheet for the pump we spoke about. And I am also copying Will Auclair with GWI who will help facilitate this order. Please let us know if you have any questions.

With kind regards,

**Justin Booth**  
Municipal & Distribution Sales Representative

T:	<a href="tel:+1(0)8438493676">+1 (0)843 849 3676</a>
M:	<a href="tel:+18436147212">+1 843 614 7212</a>
E:	<a href="mailto:jbooth@bbapumps.com">jbooth@bbapumps.com</a>
W:	<a href="http://www.bbapumpsusa.com">www.bbapumpsusa.com</a>

BBA Pumps inc. | 7222 Cross Park Drive, SC 29418 | North Charleston | America

Op alle aanbiedingen zijn de leveringsvoorwaarden van BBA Pumps Inc. van kracht.  
ISO 9001 – ISO 14001

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**Pump specifications:**

Type.....	BA150E D285
Max. flow .....	2200 US GPM (500 m3/hour)
Max. pressure.....	125 ft. / 54 PSI (38 mwc)
Connections.....	6" (DN150)
Solids handling .....	3.15" (80 mm)
Impeller type .....	Open impeller
Priming system .....	BBA MP50
Engine .....	Hatz 4H50TIC DriveOn®
Emission standard .....	Tier 4 final
Canopy .....	M10-23X
Sound level.....	64 dB(A) at 33 ft.
Dry weight.....	3630 lbs. (1650 kg)

**FEATURES**
**BA auto prime pump**

The BA range of pumps has been designed with a clear focus on reliability, efficiency and durability. Featuring a fully automatic priming system, the BA series pumps quickly prime and re-prime, even from dry conditions. The heavy build style of both pump and canopy make the BA range perfect for use in the demanding construction market.

**World-class performance**

The BA range is built to be deployed on the most demanding applications. Using high efficiency pumps and state-of-the-art diesel engines, the pumps offer maximum performance at minimal cost, fully in-sync with the company philosophy of "Lowest cost of ownership".

**Sustainability**

- High efficiency pumps minimising fuel consumption
- Corrosion free hot dip galvanized canopy
- Corrosion free composite door panels and powder coated plating
- 100% Oil-spill free priming system
- Fully self-contained unit featuring a double wall fuel containment tank and fluid containment system eliminating fuel/oil spills at all times

**Complete package designed & built by BBA Pumps**

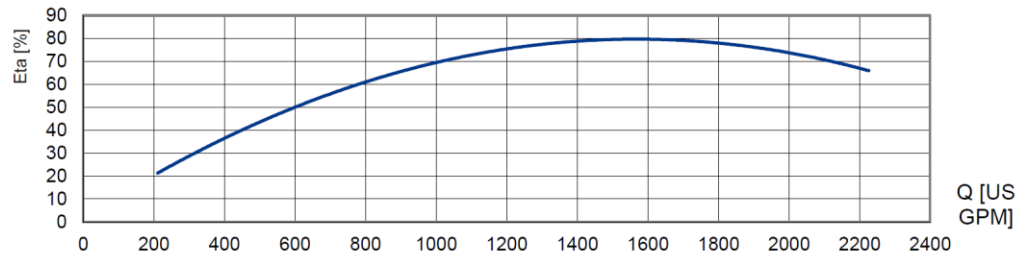
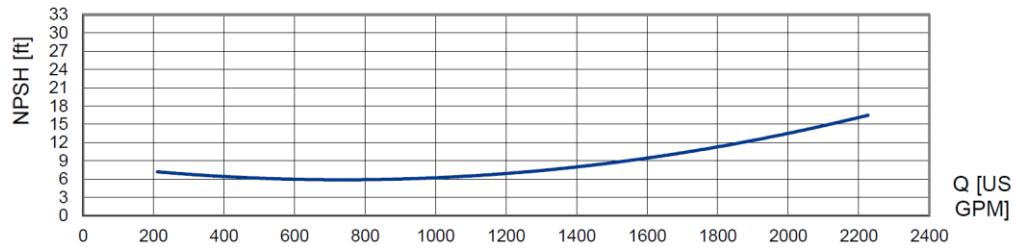
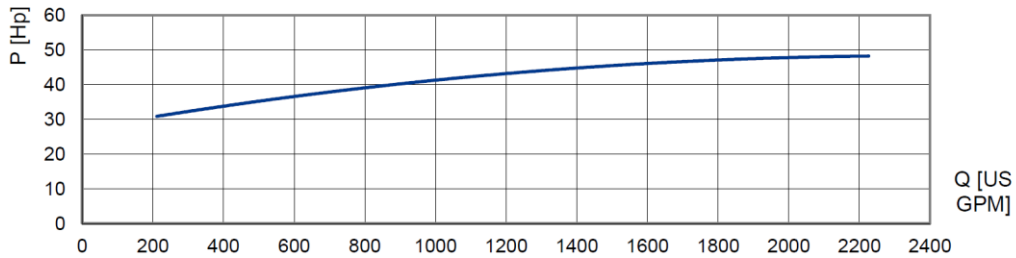
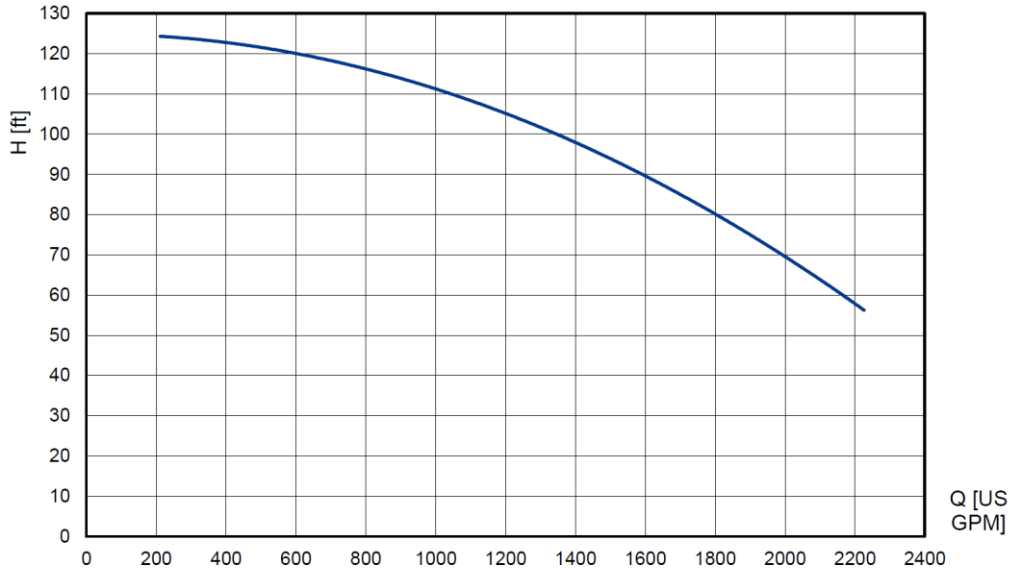
- Complete in-house design & production
- Over 60 years of experience in the market
- Extensive testing facility in-house
- Contemporary & functional design
- Durable & eco-friendly materials
- Custom builds available

**After sales service & product support**

- Single supplier for parts, spares & accessories
- Dedicated customer help-desk (24h service)
- Dedicated service department in-house
- Global parts distribution network
- Optional global on-site servicing
- Extensive training options available (technical & commercial), on-site or in-house

### PERFORMANCE CURVES (1900 RPM)

Continuous duty according ISO 9906



**STANDARD TECHNICAL SPECIFICATIONS**

**BBA auto prime pump**

Pump type.....	BA150E D285
Max. flow.....	2200 US GPM (500 m <sup>3</sup> /hour)
Max. head.....	125 feet / 54 PSI (38 mwc)
Impeller type.....	Open impeller
Solids handling.....	3.15 inch (80 mm)
Pump casing.....	Cast iron GG20
Impeller.....	Chrome Moly 42CrM04
Self-cleaning wear plate.....	Chrome Moly 42CrM04 (cutter slots)
Pump shaft.....	42CrV6
Shaft seal.....	Mechanical seal
Seal faces.....	Tung/Sic
Seal rubbers.....	Viton



**BBA priming system**

Pump type.....	BBA MP50 Diaphragm pump
Air handling capacity.....	30 CFM (50 m <sup>3</sup> /h)
Max. vacuum.....	29 inHg (8.5 m)
Drive.....	Toothed belt (continuous drive)
Float box.....	Aluminium
Non return valve.....	Cast iron GG25
Check valve disc.....	Buna-N



**Engine**

Engine brand.....	Hatz
Engine type.....	4H50TIC DriveOn®
Oil change interval.....	1500 running hours
Max. power output.....	75 Hp (55.4 kW)
Variable engine speed.....	1300 - 1900 RPM
Fuel consumption.....	220 g/kWh
Displacement.....	1,952 cm <sup>3</sup>
Number of cylinders.....	4
Aftertreatment.....	EGR, DOC
Exhaust emission US.....	Tier 4 Final

**BBA control panel LC40**

- Auto start/stop system
- Two float switches included (10m cable)
- Key switch
- Rpm. control with push buttons
- Warning lights
- 4.3" LCD display



**Fuel system**

- PE fuel tank 80 US gallon (300 L.) net
- Fuel tank cap Ø 4" (100 mm)
- Electronic fuel injection system

**Electrical system & safety features**

- Nominal voltage 12 Volt
- Premium quality battery
- Low oil pressure shut down

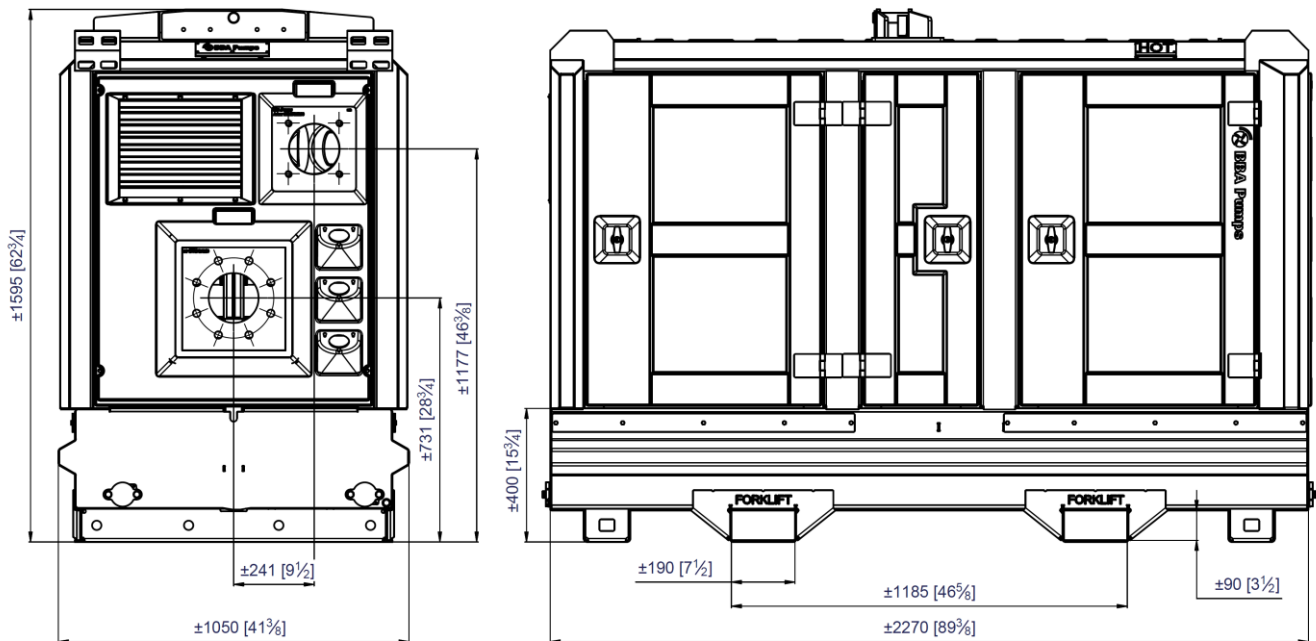
### CANOPY M10-23X

#### BBA sound attenuating canopy

Canopy type.....	M10-23X
Dimensions L x W x H .....	89.4 x 41.3 x 62.8 inch
Dimensions L x W x H .....	2270 x 1050 x 1595 mm
Basic frame.....	Hot dip galvanized
Doors .....	6 lockable composite doors
Fuel tank .....	PE net 80 US gallon (300 ltr)
Fuel tank autonomy .....	30 hours (at 1900 rpm BEP)
Fuel tank cap .....	4 inch (100mm)
Forklift pockets.....	Fitted with 2 forklift pockets
Lifting point .....	Fitted with single lifting point
Stackable .....	Canopy is stackable
Exhaust system .....	Fully integrated in canopy
Additional .....	Fitted with oil-water separator and battery isolator switch
Connections.....	Please consult "auxiliary items" in overleaf
Documentation box.....	BBA user manual and warranty book

#### BBA E-lift® system

The M10-23X canopy has been fitted with the BBA E-lift® system. By removing the roof panel, the pump and diesel engine as a whole can be removed from the canopy effortlessly allowing easy preventative maintenance on the pump and diesel engine. In addition, as the canopy is not fitted with padding or insulation materials, it can be cleaned quickly using a pressure washer.



Actual dimensions (in mm & inches) may vary depending on selected quick couplings.



**Open impeller**  
Corrosion and abrasion resistant Chrome Moly (42CrM04) alloy.

## DriveOn®

**DriveOn® technology**

- Service interval 1500 hours
- 66% less often maintenance
- Saving on engine oil & filters
- Ergonomic design



**Large inspection covers**  
Easy access to float box, impeller and non-return valve.



**Safety**

Extremely durable and lockable T-locks offering perfect grip.



**4 Year limited warranty**  
The BBA limited warranty covers years or operating hours whichever occurs first. For more details please consult the BBA warranty book.




**User Manual**

Extensive user manual with important information concerning the pump unit, pump installation and safety warnings. Available in several languages.

**AUXILIARY ITEMS**


**Discharge connections**

Art.nr.		Ø inch	Ø mm	Connection
5080873	30°	6	150	ANSI/DIN Flange
5080899	30°	8	200	ANSI Flange
5080876	30° female (cup)	6	150	system B
5080881	30° male (ball/lever)	6	150	system B
5080813	30° female (cup)	8	200	system B
5080809	30° male (ball/lever)	8	200	system B




**Suction connections**

Art.nr.		Ø inch	Ø mm	Connection
5080884	30°	6	150	ANSI/DIN Flange
5080897	0°	8	200	ANSI Flange
5080889	30° female (cup)	6	150	system B
5080890	30° male (ball/lever)	6	150	system B
5080914	0° female (cup)	8	200	system B
5080911	0° male (ball/lever)	8	200	system B



**Suction hose with strainer L=6 metre**

Art.nr.	Ø inch	Ø mm	connection
7047055	6	150	ANSI/DIN Flange
7047058	8	200	Flange K295
7047008	6	150	System B male (ball/lever)
7047038	6	150	System C female (cup/lever)



**Recommended suction pipe diameter (maximum velocity = 4 m/sec)**

US gallons	M3/H	FLOW (L/sec)	4" 100	5" 125	6" 150	8" 200	10" 250	12" 300
1110	252	70	8.91	5.70	3.96	2.23	1.43	0.99
1268	288	80	10.19	6.52	4.53	2.55	1.63	1.13
1427	324	90	11.46	7.33	5.09	2.86	1.83	1.27
1585	360	100	12.73	8.15	5.66	3.18	2.04	1.41
1775	403	112	14.26	9.13	6.34	3.57	2.28	1.58
1902	432	120	15.28	9.78	6.79	3.82	2.44	1.70
2061	468	130	16.55	10.59	7.36	4.14	2.65	1.84
2219	504	140	17.83	11.41	7.92	4.46	2.85	1.98

Pictures used are for illustration purposes only.

**Florida Sheriffs Association Cooperative Purchasing Program**

Contract: FSA23-EQU21.0: Heavy Equipment

Group: Pump: Mobile Pump

Item #: 310, BBA Pumps, BA150E

Zone	Vendor	Base Model	Base Price
Western	BBA Pumps	BA150E	\$ 49,955.00
Northern	BBA Pumps	BA150E	\$ 49,955.00
Central	BBA Pumps	BA150E	\$ 49,955.00
Southern	BBA Pumps	BA150E	\$ 49,955.00

Order No.#	Description	Add/Deduct	Pricing
<b>4" Pump Options</b>			
BA100KD193SA	BA100K D193 - sound attenuated, Hatz 1D90Z DO, skid (no trailer)	deduct	\$ (9,081.00)
BA100KD193SATM	BA100K D193 - sound attenuated, Hatz 1D90Z DO, with DOT approved, single axle trailer	deduct	\$ (2,998.00)
BA100ED265SA	BA100E D265 - sound attenuated, Hatz 3H50TIC, skid (no trailer)	add	\$ 1,926.00
BA100ED265SATM	BA100E D265 - sound attenuated, Hatz 3H50TIC, with DOT approved, tandem axle trailer	add	\$ 8,691.00
<b>6" Pump Options</b>			
BA150ED285SA	BA150E D285 - sound attenuated, Hatz 4H50TIC DO, skid (no trailer)	add	\$ 2,648.00
BA150ED285SATM	BA150E D285 - sound attenuated, Hatz 4H50TIC DO, with DOT approved, tandem axle trailer	add	\$ 9,414.00
BA150KSD285SA	BA150KS D285 - screw impeller, sound attenuated, Hatz 3H50TIC, skid (no trailer)	add	\$ 2,001.00
BA150KSD285SATM	BA150KS D285 - screw impeller, sound attenuated, Hatz 3H50TIC, with DOT approved, tandem axle trailer	add	\$ 8,767.00
BA150ED285SUBSA	BA150E D285 SUB - hydraulic submersible, sound attenuated, Hatz 4H50TIC DO, skid (no trailer)	add	\$ 30,063.00
BA150ED285SUBSATM	BA150E D285 SUB - hydraulic submersible, sound attenuated, Hatz 4H50TIC DO, with DOT approved, tandem axle trailer	add	\$ 36,829.00
BA150KSD285SUBSA	BA150KS D285 SUB - hydraulic submersible, screw impeller, sound attenuated, Hatz 4H50TIC DO, skid (no trailer)	add	\$ 25,488.00
BA150KSD285SUBSATM	BA150KS D285 SUB - hydraulic submersible, screw impeller, sound attenuated, Hatz 4H50TIC DO, with DOT approved, tandem axle trailer	add	\$ 32,254.00

8" Pump Options			
BA180ED328SA	BA180E D328 - sound attenuated, Perkins 904, skid (no trailer)	add	\$ 40,427.00
BA180ED328SATM	BA180E D328 - sound attenuated, Perkins 904, with DOT approved, tandem axle trailer	add	\$ 49,904.00
BA180KSD315SA	BA180KS D315 - screw impler, sound attenuated, Hatz 4H50TIC DO, skid (no trailer)	add	\$ 5,513.00
BA180KSD315SATM	BA180KS D315 - screw impler, sound attenuated, Hatz 4H50TIC DO, with DOT approved, tandem axle trailer	add	\$ 12,278.00
BA200ED375SA	BA200E D375 - sound attenuated, Volvo Penta TAD572VE, skid (no trailer)	add	\$ 80,068.00
BA200ED375SATM	BA200E D375 - sound attenuated, Volvo Penta TAD572VE, with DOT approved, tandem axle trailer	add	\$ 92,265.00
12" Pump Options			
BA300ED328SA	BA300E D328 - sound attenuated, Perkins 904, skid (no trailer)	add	\$ 67,098.00
BA300ED328SATM	BA300E D328 - sound attenuated, Perkins 904, with DOT approved, tandem axle trailer	add	\$ 76,575.00
Additional Options & Accessories			
Open Canopy	Downgrade sound attenuated canopy to open canopy	deduct	\$ (7,200.00)
150-gal Fuel Tank	Upgrade to 150-gal stainless steel fuel tank (M10-23 canopy only)	add	\$ 3,750.00
Utility Trailer	Upgrade to DOT approved utility trailer with toolbox & electric jack (M10-23 trailer only)	add	\$ 3,264.00
Utility Pump	Upgrade to pump package with 150-gal stainless steel fuel tank and hydraulically assisted pipe racks to fit (6) 10' hoses (M10-23 canopy only)	add	\$ 12,955.00
Hatz 4H50TIC DO	Upgrade engine to Hatz 4H50TIC DO (for pump model BA150KS D285 only)	add	\$ 1,336.00
3612484	4" Female B-Type (match with Bauer)		\$ 117.00
3612474	4" Male B-Type (match with Bauer)		\$ 166.00
56006	4" Female Camlock		\$ 36.00
56005	4" Male Camlock		\$ 17.00
4RWS10B	4" rubber suction hose, 10' length, male & female Bauer connections		\$ 255.00
4RWS10C	4" rubber suction hose, 10' length, male & female Camlock connections		\$ 244.00
4RWS20B	4" rubber suction hose, 20' length, male & female Bauer connections		\$ 430.00
4RWS20C	4" rubber suction hose, 20' length, male & female Camlock connections		\$ 404.00
4LF50B	4" nitrile layflat discharge hose, 50' length, male & female Bauer connections		\$ 422.00
4LF50C	4" nitrile layflat discharge hose, 50' length, male & female Camlock connections		\$ 404.00
3841864	4" Sewage strainer, male B-Type (match with Bauer)		\$ 234.00
4SSC	4" Sewage strainer, male Camlock		\$ 51.00
3612486	6" Female B-Type (match with Bauer)		\$ 176.00
3612476	6" Male B-Type (match with Bauer)		\$ 258.00
56008	6" Female Camlock		\$ 80.00
56007	6" Male Camlock		\$ 40.00

6RWS10B	6" rubber suction hose, 10' length, male & female Bauer connections		\$ 771.00
6RWS10C	6" rubber suction hose, 10' length, male & female Camlock connections		\$ 751.00
6RWS20B	6" rubber suction hose, 20' length, male & female Bauer connections		\$ 769.00
6RWS20C	6" rubber suction hose, 20' length, male & female Camlock connections		\$ 790.00
6LF50B	6" nitrile layflat discharge hose, 50' length, male & female Bauer connections		\$ 764.00
6LF50C	6" nitrile layflat discharge hose, 50' length, male & female Camlock connections		\$ 780.00
3841866	6" Sewage strainer, male B-Type (match with Bauer)		\$ 327.00
6SSC	6" Sewage strainer, male Camlock		\$ 118.00
3646820920SP	BBA 60' auto float switch		\$ 423.00
30709	110V battery trickle charger		\$ 310.00
Accessories	Additional non-scheduled options and accessories available at discount		
Warranty	BBA Pumps standard 4-year limited warranty		Standard
Auto Floats	(2) BBA 35' auto float switches provided standard with all pump orders		Standard
Startup And Commissioning	Vendor must coordinate all startup and testing activities with the engineer/owner, after field delivery of the pump and trailer, an authorized factory representative shall perform the initial startup and field testing of the pump and trailer, if conditions permit, a site will be determined where connection will be made by the county/city to test the pump package, if a site cannot be prepared a standard operational test will be performed, at the same time the startup test is performed, the factory representative will provide all necessary operation, field maintenance and minor repair training as necessary, this will also include safety procedures and hazard assessment		Included
Freight	Shipment and delivery of all pump orders		Included

**From:** [Jernigan, Scott](#)  
**To:** [Miller, Deneale](#)  
**Subject:** Mary Esther In-kind Project  
**Date:** Thursday, February 29, 2024 11:20:49 AM  
**Attachments:** [Sourcewell-City Of Mary Esther-LP873SDT.xlsx](#)  
[LP SDT Vac Literature.pdf](#)

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**EXTERNAL MESSAGE**

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Deneale,

The quote for the vacuum excavator for the alternate Mary Esther in-kind project is attached. Please review and let me know if you have any questions.

Thanks,

-SLJ

**Scott L Jernigan, PE\*** | [Jacobs](#) | Project Manager  
O:+1.850.941.7282 | M:+1.850.266.3975 | [scott.jernigan@jacobs.com](mailto:scott.jernigan@jacobs.com)  
25 West Cedar Street, Suite 350 | Pensacola, FL 32502 | USA  
\*AL, FL, MS, TX

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# LP SDT VACUUM EXCAVATOR



**CV5 (CYCLONE 4-WAY VALVE SILENCER) FILTRATION SYSTEM.** .5-micron filtration. The CV5 filter housing also contains the 4-way valve for reverse pressure and an oversized silencer for quiet operation. The silencer is located inside the 28-in (71-cm) diameter cyclone.



**I BEAM TRAILER.** Units are built from start to finish at our factory, including the trailer which consists of a sturdy I beam construction.



**SIDE HOSE AND TOOLING (SHT) STORAGE (OPTION).** The new SHT package allows for 60 ft (18 m) of suction hose storage on a trailer-mounted unit. This doubles the traditional 30-ft (9-m) hose storage on all other brands.



**STRONG ARM (OPTION).** With 270-degree rotation, the strong arm supports the weight of the vacuum hose, and the roller head makes handling efficient by allowing smooth, fluid movements and adjustments.



**HYDRAULIC BOOM (OPTION).** The hydraulic boom offers a 6-way function, wireless remote with vacuum valve operation, 330-degree rotation, remote water jet for ease of cleanout, and a 5-in (13-cm) hose with quick connect to 4-in (10-cm) tooling.



**FLOWMASTER (OPTION).** The FlowMaster option can be used to hydraulically exercise water valves and hydrants, making sure they will work properly in times of need.

# LP SDT VACUUM EXCAVATOR

DIMENSIONS - SKID	573	573 HEAVY	873	873 HEAVY	1273
Length	N/A	N/A	N/A	229 in (582 cm)	N/A
Width	N/A	N/A	N/A	99 in (251.8 cm)	N/A
Height	N/A	N/A	N/A	82 in (208.3 cm)	N/A
Empty weight	N/A	N/A	N/A	6,400 lb (2,903 kg)	N/A
DIMENSIONS - TRAILER					
Length	231 in (586.7 cm)	231 in (586.7 cm)	268.8 in (682.8 cm)	268.8 in (682.8 cm)	265 in (673 cm)
Width	92 in (234 cm)	97 in (246 cm)	92 in (234 cm)	102 in (259 cm)	102 in (259 cm)
Height	95 in (241 cm)	95 in (241 cm)	95 in (241 cm)	95 in (241 cm)	122 in (282 cm)
Empty weight	6,700 lb (3,039 kg)	6,700 lb (3,039 kg)	7,800 lb (3,538 kg)	8,000 lb (3,629 kg)	9,800 lb (3,334 kg)
GVWR	9,995 lb (4,533 kg) / 12,000 lb (5,443 kg)	14,000 lb (6,350 kg)	14,000 lb (6,350 kg)	20,000 lb (9,072 kg)	24,000 lb (10,886.2 kg)
Trailer axles	(2) 7,000 lb (3,175 kg)	(2) 7,000 lb (3,175 kg)	(2) 7,000 lb (3,175 kg)	(2) 10,000 lb (4,536 kg)	(2) 12,000 lb (5,443 kg)
ENGINE					
Make and model	Yanmar diesel Tier 4 Final	Yanmar diesel Tier 4 Final	Yanmar diesel Tier 4 Final	Yanmar diesel Tier 4 Final	Yanmar diesel Tier 4 Final
Horsepower	49 hp (36.5 kW)	49 hp (36.5 kW)	49 hp (36.5 kW)	49 hp (36.5 kW)	49 hp (36.5 kW)
Fuel tank capacity	30 gal (114 L)	30 gal (114 L)	30 gal (114 L)	30 gal (114 L)	30 gal (114 L)
Enclosure	Yes	Yes	Yes	Yes	Yes
WATER TANK					
Water tank capacity	200 gal (757 L)	300 gal (1,136 L)	200 gal (757 L)	400 gal (1,515 L)	400 gal (1,515 L)
Number of tanks	2	2	2	2	2
High pressure pump flow rate	4 gpm (15.1 L/min)	4 gpm (15.1 L/min)	4 gpm (15.1 L/min)	4 gpm (15.1 L/min)	4 gpm (15.1 L/min)
High pressure pump	3,000 psi (206.8 bar)	3,000 psi (206.8 bar)	3,000 psi (206.8 bar)	3,000 psi (206.8 bar)	3,000 psi (206.8 bar)
High pressure hose length	50 ft (15 m)	50 ft (15 m)	50 ft (15 m)	50 ft (15 m)	50 ft (15 m)
Low water shutoff	Electric	Electric	Electric	Electric	Electric
SPOIL TANK					
Spoil tank capacity	500 gal (1,892.7 L)	500 gal (1,892.7 L)	800 gal (3,028.3 L)	800 gal (3,028.3 L)	1,200 gal (4,542.5 L)
Door type	Hydraulic	Hydraulic	Hydraulic	Hydraulic	Hydraulic
Tank lift type	Hydraulic	Hydraulic	Hydraulic	Hydraulic	Hydraulic
VACUUM					
Type of filters	.5 micron	.5 micron	.5 micron	.5 micron	.5 micron
Hose length	30 ft (9 m)	30 ft (9 m)	30 ft (9 m)	30 ft (9 m)	30 ft (9 m)
Hose width	4 in (10 cm)	4 in (10 cm)	4 in (10 cm)	4 in (10 cm)	4 in (10 cm)
Vacuum	1,000 cfm (1,699 m <sup>3</sup> /hr)	1,000 cfm (1,699 m <sup>3</sup> /hr)	1,000 cfm (1,699 m <sup>3</sup> /hr)	1,000 cfm (1,699 m <sup>3</sup> /hr)	1,000 cfm (1,699 m <sup>3</sup> /hr)
Vacuum blower type	PD blower	PD blower	PD blower	PD blower	PD blower
Vacuum mercury	16 in hg (.6 bar)	16 in hg (.6 bar)	16 in hg (.6 bar)	16 in hg (.6 bar)	16 in hg (.6 bar)
CONTROL PANEL					
Controls	Curbside	Curbside	Curbside	Curbside	Curbside
Gauges	Analog and digital	Analog and digital	Analog and digital	Analog and digital	Analog and digital
OPTIONS					

- 6-way hydraulic boom with wireless remote
- Strong arm
- Recirculation kit
- FlowMaster
- SHT package
- Hydraulic jack

Vermeer MV Solutions, Inc. reserves the right to make changes in engineering, design and specifications; add improvements; or discontinue manufacturing at any time without notice or obligation. Equipment shown is for illustrative purposes only and may display optional accessories or components specific to their global region. Please contact your local Vermeer dealer for more information on machine specifications.

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Vermeer Southeast Sales & Service, Inc.  
 6691 Mobile Highway  
 Pensacola, FL 32526

**QUOTE**

Date: 02/14/24

Sales Rep: Tyler Harrison

**Customer Information:**

City Of Mary Esther  
195 Christobal Road  
Mary Esther FL 32569

**Delivered to:**

Same  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contact Name: Shawn Lindsey  
 Phone Number: 850-243-3566

**Confidence Plus Included NO**

The benefits of Confidence Plus have been discussed with me and I am not interested at this time

Customer declined CP coverage

Customer Initial Here: \_\_\_\_\_

Payment method: TBD

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	Vermeer LP873SDT, 12,000 GVWR, 2x100 GAL WTR TANKS	\$ 87,189.91	\$ 87,189.91
1	Internal Tank Wash-Out 800 Gallon Vac	\$ 833.37	\$ 833.37
1	Manual Jack	\$ 344.84	\$ 344.84
1	4" Hose and Tooling	\$ 617.38	\$ 617.38
1	Sourcewell Freight	\$ 1,565.00	\$ 1,565.00

Sourcewell  
Awarded Contract  
Contract # 110421-VRM

\*\*\*\*Quote Good For 30 Days\*\*\*\*

Sourcwell Member ID: 76586  
 Public Utility 110421-VRM  
 Applicable Tax Not Included

SubTotal	\$ 90,550.50
Tax	
<b>Total</b>	<b>\$ 90,550.50</b>
Down Payment	
<b>Balance Due</b>	<b>\$ 90,550.50</b>

**THANK YOU FOR YOUR BUSINESS!**

TERMS:

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer Signature: \_\_\_\_\_

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

**From:** [Miller, Deneale](#)  
**To:** [Jernigan, Scott](#)  
**Cc:** [Horstmann, Christina](#)  
**Subject:** RE: Mary Esther In-kind Project  
**Date:** Thursday, February 29, 2024 11:21:00 AM

---

Good morning Mr. Jernigan,

Thank you for the supporting documentation for Mary Esther OGC 22-2083 In-Kind project revision received on February 29, 2024. All three quotes will be added to the file which is currently under review. I will reach out if I have any questions or concerns. Thank you again for your continued efforts to maintain compliance.

*At your service,*  
Deneale Miller  
WW CAP ESIII  
(850) 595-0677



7222 Cross Park Drive, North Charleston, SC 29418 | United States | 00+1 843.849.3676  
www.bbapumpsusa.com

City of Mary Esther  
195 Christobal Road North  
Mary Esther, FL 32659

Date: May 23, 2024  
Phone: 850 243-3566

Attention: Shawn Lindsey

Email: [slindsey@cityofmaryesther.com](mailto:slindsey@cityofmaryesther.com)

Dear Mr. Lindsey,

Thank you for your interest in BBA Pumps, the leading manufacturer of portable diesel driven pumps. As requested, please find the attached quote. After reviewing this quote, if you should have any questions, please do not hesitate to contact us. We are happy to provide demonstrations and references of our products and services upon request.

BBA Pumps North America proudly provides portable pumping solutions in the United States, Canada, and Mexico. Our pumps and piping systems are designed, engineered, and constructed by our parent company BBA Pumps BV, located in The Netherlands. Whether you are installing wellpoints, setting up a sewer bypass, assisting with flood control, or providing general dewatering, BBA Pumps can support all of your portable pumping needs from the pump, piping, couplers, and wellpoint systems.

→ **FSA23-EQU21.0, Heavy Equipment, Group: PUMP, Item: 310**

Article	Description	Unit Cost	Quantity	Total
US-BA150KS-SA-HA-2	BA150KS D285 - FSA BASE PRICE (open chassis, DOT trailer mounted, diesel driven Hatz 3H50TIC)	\$ 52,952.00	1	\$ 52,952.00
US-BA150KS-SA-HA-2	BA150KS D285 - FSA OPTION ADDER (sound attenuated, DOT trailer mounted, diesel driven Hatz 3H50TIC)	\$ 11,087.00	1	\$ 11,087.00
31420	Discharge 30deg MNPT 6"	\$0.00	1	\$ -
31421	Suction 30deg MNPT 6"	\$0.00	1	\$ -
M10-23RGT	DOT Approved Trailer for Pump	\$0.00	1	\$ -
56007 - 6"	NPT x Male Camlock 6"	\$43.00	1	\$ 43.00
56008 - 6"	NPT x Female Camlock 6"	\$85.00	1	\$ 85.00
53819	Solar battery charger	\$616.00	1	\$ 616.00
Freight	Delivery to Mary Esther, FL included in FSA		1	\$ -
				<b>\$ 64,783.00</b>

Sincerely,

Justin Booth  
**BBA Pumps North America**  
843.849.3676 office  
843.614.7212  
jbooth@bbapumps.com  
[www.bbapumps.com](http://www.bbapumps.com)

Terms & Conditions:

- Plus, applicable shipping from North Charleston, South Carolina. A hard shipping number can be provided upon request.
- Price does not include any applicable duties or sales tax, use tax, and excise tax, value-added or other similar taxes that may apply to this project. We shall not be held liable for liquidated, incidental, consequential or any other kind of damages.
- Price quote is firm for receipt of an order within 10 days of this quotation.
- Payment terms are net 30 days.
- Price is reflected in US Dollars.
- Without BBA Pumps' written consent, neither modification nor cancellation of an Order, nor deferred delivery of products, completed or in production, is permitted by Buyer or Buyer's agents or representatives. Modification, cancellation or suspension of an Order after acceptance by BBA Pumps may be made only upon written acceptance of BBA Pumps and on terms which will compensate BBA Pumps for loss (including loss of profits) due to the cancellation and shall include payment for work already completed and/or materials already used or purchased. Modification, partial cancellation or suspension may subject an entire Order to price revision, in BBA Pumps' discretion.
- Notwithstanding anything contained herein to the contrary, BBA Pumps may reject in writing any Order submitted by Buyer for any reason, including if BBA Pumps, in its sole discretion determines that it cannot meet the quantity of purchased Products to be delivered or the requested shipment date specified in such Order.

Quotation No.: JB05152024.1



Vermeer Southeast Sales & Service, Inc.  
 6691 Mobile Highway  
 Pensacola, FL 32526

**QUOTE**

Date: 05/03/24

Sales Rep: Tyler Harrison

**Customer Information:**

City Of Mary Esther  
195 Christobal Road  
Mary Esther FL 32569

**Delivered to:**

Same  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contact Name: Shawn Lindsey


Phone Number: 850-243-3566

Confidence Plus Included: **N/A**

Confidence Plus not available for purchased unit(s)

Payment method: TBD

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	Vermeer LP873SDT, 14,000 GVWR, 2x100 GAL WTR TANKS	\$ 87,189.91	\$ 87,189.91
1	Hydraulic Jack	\$ 2,404.64	\$ 2,404.64
1	Strong Arm	\$ 2,320.28	\$ 2,320.28
1	4" Hose and Tooling	\$ 617.38	\$ 617.38
1	Sourcewell Freight	\$ 1,565.00	\$ 1,565.00



Sourcewell  
Awarded Contract  
Contract # 110421-VRM

We so appreciate your business

Sourcwell Member ID: 76586  
 Public Utility 110421-VRM  
 Applicable Tax Not Included

SubTotal	\$ 94,097.21
Tax	
<b>Total</b>	<b>\$ 94,097.21</b>
Down Payment	
<b>Balance Due</b>	<b>\$ 94,097.21</b>

**THANK YOU FOR YOUR BUSINESS!**

TERMS:

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer Signature: \_\_\_\_\_

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

# AGENDA ITEM

Agenda Item 7.4.

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**TO:** Honorable Mayor and Members of the City Council

**FROM:** Shawn Lindsey

**DATE:** June 17, 2024

**SUBJECT:** Contract Change Order, Springdale Neighborhood Infrastructure Improvements

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## BACKGROUND:

Three issues have arisen requiring a change order at this time:

1. There was an oversight by Jacobs Engineering on the number of driveways that needed to be fixed for a total overage in this line item of \$696,000. This change order will increase the authorized amount by \$170,949.17, from \$4,562,643 to \$4,733,592.17. Several items came in lower, including the number of manholes needing rehabilitation; old water lines were grout filled instead of removed (less property damage), and several smaller line items saved approximately \$400,000. The attached change order and bid tabulation show the exact deductions or increases in each line item.
2. Drainage improvements were added to the project area that was not part of the original Talcon contract or CDBG agreements. The new catch basins and drainage pipe should be installed first, as they will be installed under the area where the sidewalk, driveway repairs, and paving will be completed. The addition of stormwater work within the existing CDBG project area would trigger an environmental review and work stoppage of approximately 6-12 months. By reducing the project area/scope of work as outlined in the attached map, we can expend all grant funds (due to cost increase in #1), close out both CDBG grants, and complete the remaining stormwater, curb, sidewalk, and paving on the last block of Pryor Drive unencumbered.
3. The change order also extends the substantial completion date from December 16, 2023, until August 12, 2024.

## DISCUSSION:

The change order is needed to give the engineers and contractors direction and to authorize the overage and unit quantities, so work can continue uninterrupted. A time extension associated with this change order is also being requested through CDBG and is included in your packet for approval. Finally, the change order --- which includes a reduction in the project area/scope --- should be made contingent on a CDBG public hearing and grant amendment scheduled for July 8, 2024.

This change order is being proposed after significant consultation with both engineering firms

regarding the scope of needed stormwater improvements. The scope of improvements, particularly additional stormwater collections pipe, has been reduced. Proposed stormwater improvements include new catch basins on Pryor Drive from Overstreet Drive to North Street; clearing and possibly replacing the stormwater line on Mary Esther Drive to the ditch north of Springdale Park; renovation of Rays Pond; and reconstruction/building a ditch north of the Springdale and Scottsdale neighborhoods. Moreover, we strongly recommend investing in a citywide Stormwater Master Plan so that we have a comprehensive understanding of future stormwater needs and can prioritize improvements.

**FINANCIAL IMPACT:**

The current coverage is an increase in the total project amount of \$170,949.17. The coverage would be \$284,909.71 if you factor in the sidewalks, curbs, driveways, and paving for the block of Pryor Drive that is being taken out of this contract. This coverage is 6.2 percent of the original contract price.

**RECOMMENDATION:**

Motion to approve Change Order No. 1 with the Talcon Group LLC, contingent on a public hearing to modify the CDBG agreement and requesting approval from FloridaCommerce to reduce the project area and scope of work.

**ATTACHMENT(S):**

1. MaryEstherDrive\_ChangeOrder1\_rev1
2. Change Order 01\_Tabulation\_ME-Drive\_rev1
3. ME Drive - Street Improvement Plan - 06-11-2024

SECTION 00843

CHANGE ORDER FORM

Project: **City of Mary Esther**  
**Mary Esther Drive Water and Sewer Improvements Facilities Plan – Phase 1**

CHANGE ORDER NO. 1

DATE OF ISSUANCE: June 11, 2024

CONTRACTOR: Talcon Group, LLC

EFFECTIVE DATE: June 17, 2024

ENGINEER: Jacobs

OWNER'S CONTRACT NO.: \_\_\_\_\_

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
<u>\$4,562,643.00</u>	Substantial Completion: 330 Days _____ Ready for final payment: 360 Days _____ days or dates
Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u>	Net change from previous Change Orders No. <u>0</u> to No. <u>1</u>
<u>\$ 0</u>	<u>0 days</u> days
Contract Price prior to this Change Order	Contract Times prior to this Change Order
<u>\$4,562,643.00</u>	Substantial Completion: 330 days (Dec. 16, 2023)_ Ready for final payment: 360 days (Jan. 15, 2024)_ days or dates
Net Increase of this Change Order	Net Increase of this Change Order
<u>\$170,949.17</u>	<u>240</u> days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
<u>\$4,733,592.17</u>	Substantial Completion: 570 days (Aug. 12, 2024)_ Ready for final payment: 600 days (Sept. 11, 2024)_ days or dates

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CHANGES ORDERED:

- I. GENERAL This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

Change Order No. 1

- II. REQUIRED CHANGES: This Change Order includes the modification of the contract scope to grout fill and abandon in place the existing waterlines; adjust bid unit quantities for actual construction activities associated with waterline and appurtenances installation, manhole refurbishments, driveway repair, etc.; and reduction of scope for the limits of sidewalk and curb and gutter along Pryor Dr.

- III. JUSTIFICATION: The waterlines were elected to be grout filled and abandoned rather than removed to minimize the areas impacted and community disturbance during construction. Some of the existing manholes were found to have already been relined in the past which reduced the total number of manholes needing rehabilitation. Construction quantities need to be updated according to as-built quantities due to the project being a unit-price contract.  
The City determined the need to replace the stormwater infrastructure along Pryor Dr. to improve drainage concerns. The street improvements within the work limits of the proposed stormwater infrastructure will be removed from the current construction contract to avoid conflicts and reduce rework.

- IV. PAYMENT: This change order will result in an increase of \$170,949.17 to the total contract amount.

V. APPROVAL AND CHANGE AUTHORIZATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order Request by: Talcon Group, LLC.

Change(s) Ordered by: NA

RECOMMENDED BY:

ACCEPTED BY:

Scott Jernigan - Jacobs  
(Engineer)

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Authorized Signature) (Date)

Project Manager  
(Title)

\_\_\_\_\_  
(Title)

APPROVED BY:

City of Mary Esther, Florida  
(Owner)

By: \_\_\_\_\_  
(Authorized Signature) (Date)

END OF SECTION

**MARY ESTHER DRIVE NEIGHBORHOOD WATER AND SEWER IMPROVEMENTS  
FACILITIES PLAN - PHASE 1  
THE CITY OF MARY ESTHER, FLORIDA**

**PROJECT NO.:** D3415000  
**LOCATION:** Mary Esther, FL  
**CONTRACTOR:** Talcon Group LLC.

MARY ESTHER DR. WATER AND SEWER IMPROVEMENTS								
		Base Bid Values				Revised Contract Values		
Item #	Description	Quantity	Unit	Unit Price	Actual Bid Cost	Revised Quantity	Unit Price	Revised Cost
<b>1</b>	<b>Service Area #1 - Kohler, Overstreet, North, and Pryor Street Improvements</b>							
1a	6" WM	5,350	LF	\$ 85.00	\$ 454,750	5177	\$ 85.00	\$ 440,045.00
1b	6" Gate Valves	12	EA	\$ 2,500	\$ 30,000	12	\$ 2,500.00	\$ 30,000.00
1c	WM Demo	5,350	LF	\$ 35	\$ 187,250	0	\$ 35.00	\$ -
1d	Service Connections (short)	49	EA	\$ 2,000	\$ 98,000	44	\$ 2,000.00	\$ 88,000.00
1e	Service Connections (long)	50	EA	\$ 3,000	\$ 150,000	50	\$ 3,000.00	\$ 150,000.00
1f	Fire Hydrants	7	EA	\$ 8,000	\$ 56,000	6	\$ 8,000.00	\$ 48,000.00
1g	Manhole Refurb	15	EA	\$ 10,000	\$ 150,000	9	\$ 10,000.00	\$ 90,000.00
1h	Road Resurfacing	13,350	SY	\$ 35	\$ 467,250	12530	\$ 35.00	\$ 438,550.00
1i	Curb and Gutter	275	LF	\$ 60	\$ 16,500	275	\$ 60.00	\$ 16,500.00
1j	Site Restoration	1	LS	\$ 100,000	\$ 100,000	1	\$ 100,000.00	\$ 100,000.00
1k	Driveway Repair	46	EA	\$ 6,000	\$ 276,000	103	\$ 6,000.00	\$ 618,000.00
<b>2</b>	<b>Service Area #2 - Shamrock Drive Improvements</b>						\$ -	\$ -
2a	6" WM	385	LF	\$ 85	\$ 32,725	399	\$ 85.00	\$ 33,915.00
2b	WM Demo	385	LF	\$ 35	\$ 13,475	0	\$ 35.00	\$ -
2c	Service Connections (short)	5	EA	\$ 2,000	\$ 10,000	5	\$ 2,000.00	\$ 10,000.00
2d	Service Connections (long)	5	EA	\$ 3,000	\$ 15,000	5	\$ 3,000.00	\$ 15,000.00
2e	Fire Hydrants	2	EA	\$ 8,000	\$ 16,000	2	\$ 8,000.00	\$ 16,000.00
2f	Road Repair	70	LF	\$ 108	\$ 7,560	70	\$ 108.00	\$ 7,560.00
2g	Site Restoration	1	LS	\$ 15,000	\$ 15,000	1	\$ 15,000.00	\$ 15,000.00

2h	Driveway Repair	5	EA	\$ 6,000	\$ 30,000	10	\$ 6,000.00	\$ 60,000.00
2i	Curb and Gutter	15	LF	\$ 60	\$ 900	15	\$ 60.00	\$ 900.00
<b>3</b>	<b>Service Area #3 - Mary Esther Drive and Other Improvements</b>						\$ -	\$ -
3a	Manhole Refurb	8	EA	\$ 10,000	\$ 80,000	0	\$ 10,000.00	\$ -
3b	6" WM	525	LF	\$ 85	\$ 44,625	672	\$ 85.00	\$ 57,120.00
3c	8" WM	305	LF	\$ 200	\$ 61,000	279	\$ 200.00	\$ 55,800.00
3d	10" WM	150	LF	\$ 300	\$ 45,000	204	\$ 300.00	\$ 61,200.00
3e	2" WM	725	LF	\$ 60	\$ 43,500	100	\$ 60.00	\$ 6,000.00
3f	WM Demo	1,800	EA	\$ 25	\$ 45,000	0	\$ 25.00	\$ -
3g	8" Gate Valves	1	EA	\$ 3,200	\$ 3,200	1	\$ 3,200.00	\$ 3,200.00
3h	10" Gate Valves	1	EA	\$ 4,700	\$ 4,700	2	\$ 4,700.00	\$ 9,400.00
3i	Fire Hydrants	5	EA	\$ 8,000	\$ 40,000	5	\$ 8,000.00	\$ 40,000.00
3j	Road Repair	65	LF	\$ 108	\$ 7,020	65	\$ 108.00	\$ 7,020.00
3k	Curb and Gutter	200	LF	\$ 60	\$ 12,000	200	\$ 60.00	\$ 12,000.00
3l	Site Restoration	1	LS	\$ 8,000	\$ 8,000	1	\$ 8,000.00	\$ 8,000.00
<b>General</b>							\$ -	\$ -
4	Mobilization/ Demobilization	1	LS	\$ 200,000	\$ 200,000	1	\$ 200,000.00	\$ 200,000.00
5	General Conditons	1	LS	\$ 40,000	\$ 40,000	1	\$ 40,000.00	\$ 40,000.00
6	Survey	1	LS	\$ 50,000	\$ 50,000	1	\$ 50,000.00	\$ 50,000.00
7	Erosion Control	1	LS	\$ 75,000	\$ 75,000	1	\$ 75,000.00	\$ 75,000.00
8	Asbestos Removal	1	LS	\$ 10,000	\$ 10,000	0	\$ 10,000.00	\$ -
9	Power Pole Relocation	1	LS	\$ 80,000	\$ 80,000	0	\$ 80,000.00	\$ -
<b>Additive Alternates</b>							\$ -	\$ -
AA1a	Asphalt (ME Drive)	6,600	SY	\$ 32.30	\$ 213,180	6600	\$ 32.30	\$ 213,180.00
AA1b	Asphalt (Shamrock)	1,200	SY	\$ 40.84	\$ 49,008	1200	\$ 40.84	\$ 49,008.00
AA2	Curb and Gutter	15,550	LF	\$ 50.00	\$ 777,500	14490	\$ 50.00	\$ 724,500.00
AA3	Sidewalks	13,600	LF	\$ 35.00	\$ 476,000	13044	\$ 35.00	\$ 456,540.00
AA4	Sidewalk Repair	1,100	LF	\$ 65.00	\$ 71,500	1100	\$ 65.00	\$ 71,500.00
<b>Change Orders</b>							\$ -	\$ -
Change Order #1								
	2" waterline to chlorine disinfection system					1	\$ 2,954.17	\$ 2,954.17
	Grout Fill of abandoned waterlines					1	\$ 54,050.00	\$ 54,050.00
	6" Plug of abandoned WM at ME Dr / North					1	\$ 2,750.00	\$ 2,750.00
	2" Flush Hydrant ME Dr dead-end					1	\$ 5,175.00	\$ 5,175.00

	2" Gate Valve					1	\$ 1,725.00	\$ 1,725.00
	Short Service Lines (Service Area #3)					6	\$ 2,000.00	\$ 12,000.00
	Long Service Lines (Service Area #3)					10	\$ 3,000.00	\$ 30,000.00
	Manhole Refurbishment (Shamrock)					2	\$ 10,000.00	\$ 20,000.00
	Driveway Repair (ME Drive)					48	6000	\$ 288,000.00
							\$ -	\$ -
<b>TOTAL</b>							<b>\$ 4,562,643.00</b>	<b>\$ 4,733,592.17</b>

Net Variance \$ 170,949.17

