



Agenda
Regular Meeting
of the Mary Esther City Council
October 7, 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. **SPECIAL PRESENTATIONS**
 - 6.1. **Making Strides Against Breast Cancer of the Emerald Coast Proclamation**
 - 6.2. **National Pedestrian Safety Month Proclamation**
7. **CONSENT AGENDA**
 - 7.1. **Financial Report**
 - 7.2. **Public Works Report**
 - 7.3. **Library Report**
 - 7.4. **Fire Department Report**
 - 7.5. **Community Development Report**
 - 7.6. **Jacobs Report**
 - 7.7. **Law Enforcement Report**
 - 7.8. **Minutes of the September 4th, 2024, Local Planning Agency Meeting**
 - 7.9. **Minutes of the September 4th, 2024 Regular Council Meeting**
 - 7.10. **Minutes of the September 24th, 2024 Special Council Meeting**
8. **CITIZENS WHO HAVE REQUESTED TO BE PLACED ON THE AGENDA**
9. **PUBLIC COMMENT (NON-AGENDA ITEMS)**
10. **UNFINISHED BUSINESS**
 - 10.1. **Ordinance No. 2024-02 and No. 2024-03, Consider a Small-Scale Future Land Use Map Amendment from Commercial (Com) and Low Density Residential (LDR) to Public Lands (PL) and a Rezone from C-2 General Commercial and R-1 Single Family Residential to Public Lands (PL) for approximately 0.74 acres. (Okaloosa County BCC, Applicant) (Tyler Reed, Community Development Director)**
 - 10.2. **First Reading, Ordinance 2024-01, Vacation Rentals**
11. **NEW BUSINESS**
 - 11.1. **Jacobs Settlement Agreement**
 - 11.2. **RFB 2024-08, Ray's Pond Stormwater Improvements**
 - 11.3. **City Council Committee Appointments**
 - 11.4. **2025 Regular Council Meeting Calendar**
 - 11.5. **FY 2025 Library Interlocal Agreement**
 - 11.6. **FY 2025 City Manager Salary Adjustment**

- 11.7. **FY 2025 Law Enforcement Service Agreement**
- 11.8. **Photo Speed Enforcement in School Zones**
- 12. **COUNCILS' STANDING COMMITTEE STATUS REPORTS**
- 13. **OTHER COMMENTS**
- 14. **ADJOURN**

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

REMOTE MEETING ATTENDANCE

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

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

NOTES:

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

AGENDA ITEM

Agenda Item 6.1.

TO: Honorable Mayor and Members of the City Council

FROM: Dillon Morris, City Clerk

DATE: October 7, 2024

SUBJECT: Making Strides Against Breast Cancer of the Emerald Coast Proclamation

BACKGROUND:

Making Strides Against Breast Cancer (MSABC) is a celebration of courage and hope, a movement uniting communities to end breast cancer as we know it, for everyone. MSABC of the Emerald coast encourages individuals to be a part of the movement by decorating businesses, neighborhoods, etc. in pink.

Individuals and teams may also support the movement by participating in the MSABC of the Emerald Coast event held at Northwest Florida State College in Niceville on October 12, 2024, at 8 am. Visit www.MakingStridesWalk.org/emeraldcoast for more information.

DISCUSSION:

Staff requests approval to execute a Proclamation proclaiming and recognizing October 2024 as "Making Strides Against Breast Cancer Month" and authorizing the Mayor to execute the Proclamation.

FINANCIAL IMPACT:

There is no financial impact related to this matter.

RECOMMENDATION:

Motion to authorize the Mayor to sign the Proclamation, declaring October 2024 as "Making Strides Against Breast Cancer Month" in Mary Esther.

ATTACHMENT(S):

1. MSABC Proclamation



City of Mary Esther Proclamation

American Cancer Society Making Strides Against Breast Cancer of the Emerald Coast

WHEREAS, breast cancer is the most common cancer diagnosed among women in the United States, and it is the second leading cause of death from cancer among women; and

WHEREAS, in 2022, the US had an estimated 287,850 new cases of invasive breast cancer diagnosed among women, 43,250 women deaths because of the disease, and more than 4 million women had a history of invasive breast cancer or were living with the disease; and

WHEREAS, in 2022, the US had approximately 2,710 new cases of invasive breast cancer diagnosed among men and 530 male deaths due to the disease; and

WHEREAS, the Making Strides Against Breast Cancer (MSABC) program is a three-to-five-mile non-competitive walk that has collectively grown into the largest network of breast cancer awareness events in the nation, uniting communities with a shared determination in the fight to end breast cancer; and

WHEREAS, there are more than 150 MSABC events nationwide with more than 820,000 participants that have raised more than \$42 million.

WHEREAS, the Making Strides Against Breast Cancer program is uniting our communities and raising money to help the American Cancer Society fund breakthrough breast cancer research, provide free information and support, and help reduce breast cancer risk or allow early detection so it may be more treatable; and

WHEREAS, the Making Strides Against Breast Cancer on the Emerald Coast envisions a future where our children no longer live with the threat of breast cancer and where everyone has a fair and just opportunity to prevent, find, treat, and survive this disease; and

WHEREAS, by supporting the Making Strides Against Breast Cancer on the Emerald Coast movement, you help ensure the American Cancer Society can continue fighting for that same vision.

NOW, THEREFORE I, Chris Stein, Mayor of the City of Mary Esther, Florida, do hereby proclaim the month of October as Making Strides Against Breast Cancer Month in Mary Esther and encourage citizens to help save lives from breast cancer by decorating your businesses and neighborhoods in pink as part of the movement and encourage citizens to participate in the Making Strides Against Breast Cancer of the Emerald Coast held at Northwest Florida State College in Niceville on October 12, 2024, at 8 am.

SO DONE this 7th day of October 2024.

By: _____
Chris Stein, Mayor

ATTEST:

Dillon Morris, City Clerk

AGENDA ITEM

Agenda Item 6.2.

TO: Honorable Mayor and Members of the City Council

FROM: Dillon Morris, City Clerk

DATE: October 7, 2024

SUBJECT: National Pedestrian Safety Month Proclamation

BACKGROUND:

During October, the United States Department of Transportation's (U.S. DOT) National Highway Traffic Safety Administration (NHTSA) will celebrate National Pedestrian Safety Month. States, local leaders, traffic safety professionals, transportation planners and engineers, other stakeholders, and concerned residents are invited to join us in helping to create a transportation system that allows everyone to walk easily and safely. This proclamation was brought to attention by Ida Kreiser, who unfortunately lost her son in a hit-and-run accident.

DISCUSSION:

Staff requests approval to execute a Proclamation proclaiming and recognizing October 2024 as "National Pedestrian Safety Month" and authorizing the Mayor to execute the Proclamation.

FINANCIAL IMPACT:

There is no financial impact related to this matter.

RECOMMENDATION:

Motion to authorize the Mayor to sign the Proclamation, declaring October 2024 as "National Pedestrian Safety Month" in Mary Esther.

ATTACHMENT(S):

1. Pedestrian Safety Month Proclamation



City of Mary Esther Proclamation

National Pedestrian Safety Month

WHEREAS, the City of Mary Esther has joined the U.S. Department of Transportation, National Highway Traffic Safety Administration, and Federal Highway Administration to celebrate National Pedestrian Safety Month; and

WHEREAS, the personal, physical, and environmental benefits of walking can lead to healthier, quieter, cleaner, and safer streets. Walking can also improve local economies and enhance social and community engagement, which can lead to more vibrant, resilient, and livable spaces; and

WHEREAS, according to the latest data from the Governors Highway Safety Association (GHSA), 7,318 pedestrians were killed in traffic crashes in the United States in 2023; and

WHEREAS, the City of Mary Esther has initiated numerous projects aimed at improving the pedestrian experience, such as the construction of street, sidewalk, and trail improvements; and

WHEREAS, to learn more about Pedestrian Safety Month, please visit www.nhtsa.gov.

NOW, THEREFORE I, Chris Stein, Mayor of the City of Mary Esther, Florida, do hereby proclaim October 2024 as National Pedestrian Safety Month in the City of Mary Esther and encourage all citizens to slow down and look out for people walking.

SO DONE this 7th day of October 2024.

By: _____
Chris Stein, Mayor

ATTEST:

Dillon Morris, City Clerk



City of Mary Esther, FL

Budget vs Actuals

Account Summary

For Fiscal: 2023-2024 Period Ending: 08/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 001 - GENERAL FUND							
Revenue							
Department: 00 - UNDESIGNATED							
001-00-311100	AD VALOREM TAXES	2,089,383.00	2,089,383.00	108.22	2,061,062.71	2,061,062.71	28,320.29
001-00-311200	AD VALOREM TAXES-DELOQ	65,000.00	65,000.00	7,724.54	68,211.44	68,211.44	-3,211.44
001-00-312130	TOURIST DEVELOPMENT TAX	180,000.00	0.00	0.00	0.00	0.00	0.00
001-00-312410	FIRST LOCAL OPTION FUEL TAX	200,000.00	200,000.00	17,785.06	174,220.91	174,220.91	25,779.09
001-00-314100	UTILITY TAXES-ELECTRIC	235,000.00	235,000.00	20,461.14	192,222.26	192,222.26	42,777.74
001-00-314200	UTILITY TAXES-COMMUNICATION SE...	255,000.00	255,000.00	15,839.47	155,925.69	155,925.69	99,074.31
001-00-314300	UTILITY TAXES-WATER	123,484.00	123,484.00	10,305.14	111,357.99	111,357.99	12,126.01
001-00-314400	UTILITY TAXES-GAS	40,000.00	40,000.00	2,532.49	39,665.85	39,665.85	334.15
001-00-314800	UTILITY TAXES -PROPANE GAS	0.00	0.00	22.89	264.13	264.13	-264.13
001-00-316010	BUSINESS TAX - PENALTY INT	1,000.00	1,000.00	0.00	1,216.00	1,216.00	-216.00
001-00-316100	BUSINESS TAX	95,000.00	95,000.00	20,250.00	143,733.00	143,733.00	-48,733.00
001-00-322000	BUILDING PERMITS	80,000.00	80,000.00	165.09	5,587.29	5,587.29	74,412.71
001-00-323100	ELECTRICITY FRANCHISE FEES	205,000.00	205,000.00	22,958.11	279,073.54	279,073.54	-74,073.54
001-00-323400	GAS FRANCHISE FEES	35,000.00	35,000.00	2,213.87	36,511.78	36,511.78	-1,511.78
001-00-324120	IMPACT FEES-FIRE PROTECTION	0.00	0.00	0.00	3,126.76	3,126.76	-3,126.76
001-00-324125	IMPACT FEES-LAW ENFORCEMENT	0.00	0.00	0.00	1,270.80	1,270.80	-1,270.80
001-00-329050	TRACKING FEES	1,000.00	1,000.00	1,420.00	5,825.00	5,825.00	-4,825.00
001-00-331500	FEDERAL DISASTER RELIEF	0.00	0.00	0.00	94,144.59	94,144.59	-94,144.59
001-00-334501	STATE DISASTER RELIEF	0.00	0.00	0.00	5,230.26	5,230.26	-5,230.26
001-00-335120	STATE REVENUE SHARING PROCEEDS	160,000.00	160,000.00	29,344.94	187,776.67	187,776.67	-27,776.67
001-00-335150	ALCOHOLIC BEVERAGE LICENSES	500.00	500.00	0.00	832.05	832.05	-332.05
001-00-335180	LOCAL GOVERNMENT 1/2 SALES TAX	460,000.00	460,000.00	55,304.24	417,235.79	417,235.79	42,764.21
001-00-338200	INTERGOV REV-COUNTY BUSINESS TAX	1,000.00	1,000.00	1,362.40	3,042.62	3,042.62	-2,042.62
001-00-338210	INTERGOV REV - LIBRARY COOP	61,000.00	61,000.00	0.00	63,120.00	63,120.00	-2,120.00
001-00-341200	ZONING FEES	0.00	0.00	0.00	75.00	75.00	-75.00
001-00-341300	CODE ENFORCEMENT ADMIN FEES	500.00	500.00	0.00	0.00	0.00	500.00
001-00-341901	FIRE DEPARTMENT FEES	8,500.00	8,500.00	698.00	12,943.50	12,943.50	-4,443.50
001-00-341902	NOTARY FEE REVENUE	0.00	0.00	60.00	180.00	180.00	-180.00
001-00-341910	PLAN REVIEW	0.00	0.00	0.00	500.00	500.00	-500.00
001-00-341920	SITE INSPECTION	500.00	500.00	0.00	50.00	50.00	450.00
001-00-342510	FINAL INSPECTION	1,000.00	1,000.00	90.00	450.00	450.00	550.00
001-00-342910	IMPACT FEE- STORMWATER	0.00	0.00	0.00	1,000.00	1,000.00	-1,000.00
001-00-343800	CEMETERY FEES	100.00	100.00	0.00	300.00	300.00	-200.00
001-00-344210	BOAT LAUNCH DAILY PERMIT	0.00	0.00	135.00	810.20	810.20	-810.20
001-00-344220	BOAT LAUNCH ANNUAL PERMIT	0.00	0.00	0.00	142.00	142.00	-142.00
001-00-344901	FLORIDA DOT	21,839.00	21,839.00	0.00	21,839.47	21,839.47	-0.47
001-00-344910	IMPACT FEE- TRANSPORTATION	0.00	0.00	0.00	988.40	988.40	-988.40
001-00-349100	LIEN SEARCH FEE	1,000.00	1,000.00	180.00	1,820.00	1,820.00	-820.00
001-00-351100	COURT FINES	3,000.00	3,000.00	586.18	7,796.13	7,796.13	-4,796.13
001-00-352000	LIBRARY FINES/LOST BOOKS	1,500.00	1,500.00	214.00	2,018.50	2,018.50	-518.50
001-00-354100	VIOLATION OF LOCAL ORDINANCE	2,500.00	2,500.00	0.00	6,137.00	6,137.00	-3,637.00
001-00-361000	INTEREST AND OTHER EARNINGS	0.00	0.00	1.68	9.00	9.00	-9.00
001-00-361100	INTEREST INCOME	120,000.00	120,000.00	38,834.44	388,777.59	388,777.59	-268,777.59
001-00-365100	SCRAP SALES	0.00	0.00	152.40	265.20	265.20	-265.20
001-00-366010	DONATIONS & CONTRIBUTIONS LIBR...	1,000.00	17,000.00	0.00	6,245.85	6,245.85	10,754.15
001-00-369900	MISCELLANEOUS REVENUE - OTHER	0.00	870.00	228.42	7,344.62	7,344.62	-6,474.62
001-00-381000	INTERFUND TRANSFER	2,411,145.00	2,411,145.00	0.00	0.00	0.00	2,411,145.00
001-00-384000	DEBT PROCEEDS	1,177,779.00	3,843,324.00	0.00	3,843,324.00	3,843,324.00	0.00
001-00-389200	GRANTS - FEDERAL	0.00	0.00	579,462.75	579,462.75	579,462.75	-579,462.75

Budget vs Actuals

[001-00-389400](#)

For Fiscal: 2023-2024 Period Ending: 08/31/2024						
	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
GRANTS - OTHER SOURCES	1,187,775.00	1,281,919.59	0.00	0.00	0.00	1,281,919.59
Department: 00 - UNDESIGNATED Total:	9,225,505.00	11,822,064.59	828,440.47	8,933,136.34	8,933,136.34	2,888,928.25
Revenue Total:	9,225,505.00	11,822,064.59	828,440.47	8,933,136.34	8,933,136.34	2,888,928.25

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 08/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense							
Activity: 51100 - LEGISLATIVE							
Department: 11 - MAYOR AND CITY COUNCIL							
001-11-51100-1210	SALARIES	19,200.00	19,200.00	1,850.00	14,055.00	14,055.00	5,145.00
001-11-51100-2110	SOCIAL SECURITY TAXES	1,200.00	1,200.00	114.70	871.41	871.41	328.59
001-11-51100-2410	WORKER'S COMPENSATION	600.00	600.00	0.00	282.48	282.48	317.52
001-11-51100-3000	MEDICARE INSURANCE	300.00	300.00	26.85	204.02	204.02	95.98
001-11-51100-3100	PROFESSIONAL SERVICES	11,000.00	11,000.00	0.00	0.00	0.00	11,000.00
001-11-51100-4010	TRAVEL & PER DIEM	13,000.00	13,000.00	5,337.98	14,002.94	13,727.94	-727.94
001-11-51100-4810	TROPHIES AND AWARDS	800.00	800.00	0.00	100.00	100.00	700.00
001-11-51100-4930	TRAINING	4,200.00	4,200.00	0.00	3,572.66	3,572.66	627.34
001-11-51100-4940	ELECTION EXPENSES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
001-11-51100-5110	OFFICE SUPPLIES	250.00	250.00	0.00	11.02	11.02	238.98
001-11-51100-5280	LEAGUE OF CITIES DINNERS	11,875.00	11,875.00	0.00	8,060.02	8,060.02	3,814.98
001-11-51100-5290	OPERATING SUPPLIES	2,150.00	2,150.00	110.30	1,161.07	1,161.07	988.93
001-11-51100-5410	BOOKS, PUBS, SUBS & MEMBS	4,600.00	4,600.00	0.00	4,240.00	4,240.00	360.00
001-11-51100-5742	SANTA RUN	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
001-11-51100-6400	COMPUTER SOFTWARE & EQUIPMENT	0.00	0.00	0.00	2,432.54	2,432.54	-2,432.54
Department: 11 - MAYOR AND CITY COUNCIL Total:		73,675.00	73,675.00	7,439.83	48,993.16	48,718.16	24,956.84
Activity: 51100 - LEGISLATIVE Total:		73,675.00	73,675.00	7,439.83	48,993.16	48,718.16	24,956.84
Activity: 51200 - EXECUTIVE							
Department: 12 - CITY MANAGER							
001-12-51200-1210	SALARIES	170,700.00	160,000.00	12,518.06	130,039.42	130,039.42	29,960.58
001-12-51200-2110	SOCIAL SECURITY TAXES	10,584.00	9,920.00	776.86	9,195.56	9,195.56	724.44
001-12-51200-2210	RETIREMENT	23,898.00	16,197.00	1,226.24	9,627.17	9,627.17	6,569.83
001-12-51200-2310	EMPLOYEE INSURANCE	34,840.00	30,000.00	2,851.68	21,064.50	21,064.50	8,935.50
001-12-51200-2410	WORKER'S COMPENSATION	170.00	170.00	0.00	80.04	80.04	89.96
001-12-51200-3000	MEDICARE INSURANCE	2,476.00	2,320.00	181.68	1,886.08	1,886.08	433.92
001-12-51200-4010	TRAVEL & PER DIEM	6,100.00	6,100.00	307.17	1,119.50	3,221.39	2,878.61
001-12-51200-4930	TRAINING	3,500.00	3,500.00	0.00	1,460.00	1,460.00	2,040.00
001-12-51200-5110	OFFICE SUPPLIES	0.00	0.00	0.00	723.97	723.97	-723.97
001-12-51200-5290	OPERATING SUPPLIES	2,500.00	2,500.00	95.77	1,820.33	1,820.33	679.67
001-12-51200-5410	BOOKS, PUBS, SUBS & MEMBS	1,500.00	1,500.00	0.00	1,251.94	1,251.94	248.06
001-12-51200-6411	OFFICE EQUIP/FURNITURE	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00
Department: 12 - CITY MANAGER Total:		259,768.00	235,707.00	17,957.46	178,268.51	180,370.40	55,336.60
Activity: 51200 - EXECUTIVE Total:		259,768.00	235,707.00	17,957.46	178,268.51	180,370.40	55,336.60
Activity: 51300 - FINANCE							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51300-1210	SALARIES	71,500.00	71,500.00	5,184.84	63,701.04	63,701.04	7,798.96
001-13-51300-2110	SOCIAL SECURITY TAXES	4,433.00	4,433.00	320.92	3,942.71	3,942.71	490.29
001-13-51300-2210	RETIREMENT	10,010.00	10,010.00	378.79	7,310.69	7,310.69	2,699.31
001-13-51300-2310	EMPLOYEE INSURANCE	4,400.00	4,400.00	722.79	4,578.01	4,578.01	-178.01
001-13-51300-2410	WORKER'S COMPENSATION	70.00	70.00	0.00	32.96	32.96	37.04
001-13-51300-3000	MEDICARE INSURANCE	1,037.00	1,037.00	75.06	922.21	922.21	114.79
001-13-51300-3210	ACCOUNTING AND AUDITING	23,230.00	23,230.00	0.00	21,730.00	21,730.00	1,500.00
001-13-51300-4010	TRAVEL & PER DIEM	3,500.00	3,500.00	0.00	1,495.81	1,495.81	2,004.19
001-13-51300-4710	PRINTING & BINDING	1,900.00	1,900.00	0.00	288.23	288.23	1,611.77
001-13-51300-4915	CREDIT CARD FEE EXPENSES	2,000.00	2,000.00	0.00	2,383.45	2,383.45	-383.45
001-13-51300-4920	MISCELLANEOUS CHARGES	0.00	0.00	0.00	13.50	13.50	-13.50
001-13-51300-4921	BANK FEES	1,000.00	1,000.00	45.00	831.13	831.13	168.87
001-13-51300-4930	TRAINING	2,500.00	2,500.00	0.00	1,040.00	1,040.00	1,460.00
001-13-51300-5290	OPERATING SUPPLIES	2,400.00	2,400.00	87.99	87.99	87.99	2,312.01
001-13-51300-5410	BOOKS, PUBS, SUBS & MEMBS	855.00	855.00	0.00	320.00	320.00	535.00
Department: 13 - ADMINISTRATIVE SERVICES Total:		128,835.00	128,835.00	6,815.39	108,677.73	108,677.73	20,157.27
Activity: 51300 - FINANCE Total:		128,835.00	128,835.00	6,815.39	108,677.73	108,677.73	20,157.27

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 08/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Activity: 51310 - HUMAN RESOURCES							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51310-1210	SALARIES	13,450.00	11,000.00	942.82	6,962.22	6,962.22	4,037.78
001-13-51310-2110	SOCIAL SECURITY TAXES	835.00	682.00	58.46	431.65	431.65	250.35
001-13-51310-2210	RETIREMENT	1,883.00	0.00	0.00	200.00	200.00	-200.00
001-13-51310-2220	RETIRED EMPLOYEE LIFE INSURANCE	900.00	700.00	50.22	602.64	602.64	97.36
001-13-51310-2230	RETIRED EMPLOYEE DENTAL INSURA...	4,500.00	4,000.00	276.21	3,314.52	3,314.52	685.48
001-13-51310-2310	EMPLOYEE INSURANCE	5,380.00	4,170.00	26.41	2,360.09	2,360.09	1,809.91
001-13-51310-2410	WORKER'S COMPENSATION	20.00	20.00	0.00	9.40	9.40	10.60
001-13-51310-2510	UNEMPLOYMENT COMPENSATION	5,000.00	5,000.00	712.50	1,425.00	1,425.00	3,575.00
001-13-51310-3000	MEDICARE INSURANCE	196.00	160.00	13.68	100.91	100.91	59.09
001-13-51310-3100	PROFESSIONAL SERVICES	7,000.00	18,000.00	0.00	16,144.43	19,144.43	-1,144.43
001-13-51310-3130	MEDICAL SERVICES	200.00	200.00	0.00	0.00	0.00	200.00
001-13-51310-4010	TRAVEL & PER DIEM	1,500.00	2,500.00	0.00	1,251.69	1,251.69	1,248.31
001-13-51310-4015	RECRUITMENT	0.00	0.00	0.00	734.00	734.00	-734.00
001-13-51310-4540	EMPLOYEE APPRECIATION	2,500.00	3,500.00	12.51	2,842.79	2,842.79	657.21
001-13-51310-4710	PRINTING & BINDING	500.00	500.00	0.00	90.70	90.70	409.30
001-13-51310-4930	TRAINING	2,500.00	1,500.00	0.00	300.00	300.00	1,200.00
001-13-51310-4934	TUITION	21,000.00	17,050.00	0.00	5,351.63	5,351.63	11,698.37
001-13-51310-4946	LEGAL & RETAIL ADVERTISEMENTS	1,500.00	2,500.00	0.00	1,379.02	1,379.02	1,120.98
001-13-51310-5290	OPERATING SUPPLIES	500.00	1,500.00	0.00	1,117.41	1,167.41	332.59
001-13-51310-5410	BOOKS, PUBS, SUBS & MEMBS	750.00	750.00	0.00	323.99	323.99	426.01
Department: 13 - ADMINISTRATIVE SERVICES Total:		70,114.00	73,732.00	2,092.81	44,942.09	47,992.09	25,739.91
Activity: 51310 - HUMAN RESOURCES Total:		70,114.00	73,732.00	2,092.81	44,942.09	47,992.09	25,739.91
Activity: 51400 - LEGAL							
Department: 14 - CITY ATTORNEY							
001-14-51400-3111	LEGAL COUNSEL	70,000.00	70,000.00	0.00	29,584.86	29,584.86	40,415.14
Department: 14 - CITY ATTORNEY Total:		70,000.00	70,000.00	0.00	29,584.86	29,584.86	40,415.14
Activity: 51400 - LEGAL Total:		70,000.00	70,000.00	0.00	29,584.86	29,584.86	40,415.14
Activity: 51500 - PLANNING AND ZONING							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-51500-1210	SALARIES	92,000.00	69,000.00	7,045.12	54,845.04	54,845.04	14,154.96
001-30-51500-2110	SOCIAL SECURITY TAXES	5,704.00	4,704.00	436.78	3,400.37	3,400.37	1,303.63
001-30-51500-2210	RETIREMENT	12,880.00	4,824.00	87.78	1,039.74	1,039.74	3,784.26
001-30-51500-2310	EMPLOYEE INSURANCE	29,190.00	15,540.00	1,600.81	13,585.74	13,585.74	1,954.26
001-30-51500-2410	WORKER'S COMPENSATION	320.00	320.00	0.00	279.15	279.15	40.85
001-30-51500-3000	MEDICARE INSURANCE	1,334.00	1,334.00	102.16	795.44	795.44	538.56
001-30-51500-3100	PROFESSIONAL SERVICES	25,000.00	25,000.00	0.00	13,222.00	19,744.66	5,255.34
001-30-51500-4010	TRAVEL & PER DIEM	1,250.00	1,250.00	0.00	515.00	1,366.00	-116.00
001-30-51500-4930	TRAINING	500.00	500.00	0.00	0.00	0.00	500.00
001-30-51500-4946	LEGAL & RETAIL ADVERTISEMENTS	1,000.00	1,000.00	174.14	174.14	174.14	825.86
001-30-51500-5110	OFFICE SUPPLIES	250.00	250.00	141.07	235.00	235.00	15.00
001-30-51500-5290	OPERATING SUPPLIES	100.00	100.00	5.95	24.65	69.95	30.05
001-30-51500-5410	BOOKS, PUBS, SUBS & MEMBS	150.00	150.00	502.00	502.00	502.00	-352.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		169,678.00	123,972.00	10,095.81	88,618.27	96,037.23	27,934.77
Activity: 51500 - PLANNING AND ZONING Total:		169,678.00	123,972.00	10,095.81	88,618.27	96,037.23	27,934.77
Activity: 51600 - NON-COURT INFORMATION SYSTEMS							
Department: 16 - CITY CLERK							
001-16-51600-1210	SALARIES	82,500.00	58,500.00	5,476.80	46,234.69	46,234.69	12,265.31
001-16-51600-1310	PART-TIME SALARIES	32,000.00	0.00	0.00	0.00	0.00	0.00
001-16-51600-2110	SOCIAL SECURITY TAXES	7,099.00	3,699.00	339.56	2,857.11	2,857.11	841.89
001-16-51600-2210	RETIREMENT	11,500.00	5,400.00	766.76	6,089.52	6,089.52	-689.52
001-16-51600-2310	EMPLOYEE INSURANCE	26,900.00	20,850.00	1,136.50	9,167.62	9,167.62	11,682.38
001-16-51600-2410	WORKER'S COMPENSATION	200.00	200.00	0.00	70.64	70.64	129.36
001-16-51600-3000	MEDICARE INSURANCE	1,661.00	1,000.00	79.42	668.22	668.22	331.78
001-16-51600-3100	PROFESSIONAL SERVICES	2,350.00	2,350.00	74.41	768.56	1,292.68	1,057.32
001-16-51600-4010	TRAVEL & PER DIEM	2,150.00	2,150.00	0.00	1,513.03	1,513.03	636.97

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-16-51600-4510	NOTARY INSURANCE	150.00	150.00	0.00	0.00	0.00	150.00
001-16-51600-4676	FURNITURE/EQUIP. UNDER \$1000	0.00	0.00	0.00	0.00	329.99	-329.99
001-16-51600-4930	TRAINING	1,500.00	1,500.00	120.00	1,107.00	1,107.00	393.00
001-16-51600-4946	LEGAL & RETAIL ADVERTISEMENTS	8,700.00	8,700.00	210.25	1,597.66	1,597.66	7,102.34
001-16-51600-5110	OFFICE SUPPLIES	1,605.00	1,605.00	0.00	125.66	125.66	1,479.34
001-16-51600-5290	OPERATING SUPPLIES	600.00	600.00	60.72	97.70	97.70	502.30
001-16-51600-5410	BOOKS, PUBS, SUBS & MEMBS	1,200.00	1,200.00	0.00	296.57	296.57	903.43
001-16-51600-5416	CODIFICATION	3,500.00	3,500.00	0.00	700.00	700.00	2,800.00
001-16-51600-6411	OFFICE EQUIP/FURNITURE	1,500.00	1,500.00	0.00	1,902.21	1,902.21	-402.21
Department: 16 - CITY CLERK Total:		185,115.00	112,904.00	8,264.42	73,196.19	74,050.30	38,853.70
Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:		185,115.00	112,904.00	8,264.42	73,196.19	74,050.30	38,853.70
Activity: 51610 - INFORMATION TECHNOLOGY							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51610-3100	PROFESSIONAL SERVICES	30,000.00	59,000.00	7,155.00	27,940.55	27,940.55	31,059.45
001-13-51610-4110	TELEPHONE & INTERNET	10,068.00	10,068.00	401.79	9,776.30	9,776.30	291.70
001-13-51610-4655	COMPUTER HARDWARE & SOFTWARE...	69,526.00	78,726.00	7,145.55	74,370.22	88,582.89	-9,856.89
001-13-51610-4660	COPIER MAINTENANCE	7,500.00	7,500.00	1,230.26	5,914.74	7,006.80	493.20
001-13-51610-6400	COMPUTER SOFTWARE & EQUIPMENT	8,000.00	8,000.00	2,354.50	5,637.98	5,637.98	2,362.02
Department: 13 - ADMINISTRATIVE SERVICES Total:		125,094.00	163,294.00	18,287.10	123,639.79	138,944.52	24,349.48
Activity: 51610 - INFORMATION TECHNOLOGY Total:		125,094.00	163,294.00	18,287.10	123,639.79	138,944.52	24,349.48
Activity: 51900 - GENERAL GOVERNMENT							
Department: 99 - NON DEPARTMENTAL							
001-99-51900-4100	POSTAGE & SHIPPING	4,000.00	4,000.00	300.00	3,154.09	3,154.09	845.91
001-99-51900-4520	LIABILITY INSURANCE	61,332.00	61,332.00	0.00	47,449.00	47,449.00	13,883.00
001-99-51900-4906	OTHER EXPENDITURES	0.00	0.00	1,306.30	1,306.30	1,306.30	-1,306.30
001-99-51900-5110	OFFICE SUPPLIES	4,500.00	4,500.00	45.25	1,143.04	1,143.04	3,356.96
001-99-51900-5410	BOOKS, PUBS, SUBS & MEMBS	900.00	900.00	0.00	0.00	0.00	900.00
001-99-51900-7301	OTHER DEBT SERVICE	0.00	46,025.00	0.00	46,025.00	46,025.00	0.00
Department: 99 - NON DEPARTMENTAL Total:		70,732.00	116,757.00	1,651.55	99,077.43	99,077.43	17,679.57
Activity: 51900 - GENERAL GOVERNMENT Total:		70,732.00	116,757.00	1,651.55	99,077.43	99,077.43	17,679.57
Activity: 51910 - FACILITIES							
Department: 50 - PUBLIC WORKS							
001-50-51910-1210	SALARIES	38,500.00	34,000.00	2,946.22	32,854.31	32,854.31	1,145.69
001-50-51910-1410	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
001-50-51910-2110	SOCIAL SECURITY TAXES	2,418.00	2,108.00	182.67	2,035.46	2,035.46	72.54
001-50-51910-2210	RETIREMENT	5,460.00	3,979.00	85.52	1,848.55	1,848.55	2,130.45
001-50-51910-2310	EMPLOYEE INSURANCE	13,990.00	10,090.00	990.65	9,827.98	9,827.98	262.02
001-50-51910-2410	WORKER'S COMPENSATION	1,750.00	1,460.00	0.00	1,508.28	1,508.28	-48.28
001-50-51910-3000	MEDICARE INSURANCE	566.00	493.00	42.73	475.93	475.93	17.07
001-50-51910-3100	PROFESSIONAL SERVICES	16,015.00	16,015.00	705.00	8,821.30	9,418.30	6,596.70
001-50-51910-4010	TRAVEL & PER DIEM	500.00	500.00	0.00	0.00	0.00	500.00
001-50-51910-4310	ELECTRICITY	21,000.00	21,000.00	2,385.81	15,730.48	15,730.48	5,269.52
001-50-51910-4320	WATER	7,900.00	7,900.00	594.63	7,289.66	7,289.66	610.34
001-50-51910-4330	SOLID WASTE	3,760.00	3,760.00	245.01	2,651.46	2,651.46	1,108.54
001-50-51910-4340	NATURAL GAS	1,100.00	1,100.00	49.02	1,037.98	1,037.98	62.02
001-50-51910-4410	EQUIPMENT RENTAL	2,060.00	2,060.00	0.00	210.10	210.10	1,849.90
001-50-51910-4521	PROPERTY INSURANCE	18,498.00	18,498.00	0.00	16,424.00	16,424.00	2,074.00
001-50-51910-4522	VEHICLE INSURANCE	1,298.00	1,298.00	0.00	859.25	859.25	438.75
001-50-51910-4610	VEHICLE R & M	0.00	0.00	0.00	120.68	120.68	-120.68
001-50-51910-4611	BUILDING R & M	45,000.00	30,000.00	350.91	19,014.18	30,954.95	-954.95
001-50-51910-4612	FURNITURE/EQUIP. R & M	500.00	500.00	0.00	0.00	0.00	500.00
001-50-51910-4615	FENCING AND LANDSCAPING	0.00	1,263.57	0.00	745.87	745.87	517.70
001-50-51910-4930	TRAINING	1,000.00	1,000.00	0.00	279.29	279.29	720.71
001-50-51910-5110	OFFICE SUPPLIES	750.00	750.00	0.00	481.87	481.87	268.13
001-50-51910-5210	FUEL, OIL, & LUBRICANTS	5,000.00	5,000.00	226.03	1,729.12	1,729.12	3,270.88
001-50-51910-5220	UNIFORMS	800.00	800.00	0.00	779.73	915.82	-115.82
001-50-51910-5221	PERSONAL PROTECTIVE EQUIPMENT	1,000.00	1,000.00	0.00	1,236.06	1,236.06	-236.06

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-50-51910-5230	JANITORIAL SUPPLIES	3,000.00	3,000.00	249.21	1,543.44	1,543.44	1,456.56
001-50-51910-5231	SEASONAL DECORATIONS	0.00	0.00	0.00	694.71	694.71	-694.71
001-50-51910-5260	TOOLS	1,000.00	1,000.00	0.00	134.89	134.89	865.11
001-50-51910-5270	MACHINERY & EQUIPMENT	1,500.00	1,500.00	13.98	2,102.35	2,102.35	-602.35
001-50-51910-5290	OPERATING SUPPLIES	4,000.00	4,000.00	401.75	1,864.27	1,864.27	2,135.73
001-50-51910-5410	BOOKS, PUBS, SUBS & MEMBS	100.00	100.00	0.00	100.00	100.00	0.00
001-50-51910-6100	LAND	0.00	1,096,402.00	0.00	1,096,402.00	1,096,402.00	0.00
001-50-51910-6210	BUILDINGS	300,000.00	2,034,087.71	0.00	1,291,308.51	1,348,799.51	685,288.20
001-50-51910-6410	MACHINERY & EQUIPMENT	0.00	0.00	-1,309.48	11,523.12	11,523.12	-11,523.12
Department: 50 - PUBLIC WORKS Total:		498,965.00	3,305,164.28	8,159.66	2,531,634.83	2,601,799.69	703,364.59
Activity: 51910 - FACILITIES Total:		498,965.00	3,305,164.28	8,159.66	2,531,634.83	2,601,799.69	703,364.59
Activity: 52100 - LAW ENFORCEMENT							
Department: 20 - PUBLIC SAFETY							
001-20-52100-3405	CONTRACT FOR SERVICES	285,334.00	285,334.00	22,836.67	251,203.37	251,203.37	34,130.63
Department: 20 - PUBLIC SAFETY Total:		285,334.00	285,334.00	22,836.67	251,203.37	251,203.37	34,130.63
Activity: 52100 - LAW ENFORCEMENT Total:		285,334.00	285,334.00	22,836.67	251,203.37	251,203.37	34,130.63
Activity: 52200 - FIRE							
Department: 20 - PUBLIC SAFETY							
001-20-52200-3405	CONTRACT FOR SERVICES	1,113,088.00	1,113,088.00	0.00	834,816.81	834,816.81	278,271.19
Department: 20 - PUBLIC SAFETY Total:		1,113,088.00	1,113,088.00	0.00	834,816.81	834,816.81	278,271.19
Activity: 52200 - FIRE Total:		1,113,088.00	1,113,088.00	0.00	834,816.81	834,816.81	278,271.19
Activity: 52400 - CODE COMPLIANCE							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-52400-1210	SALARIES	54,000.00	54,000.00	4,047.56	43,882.68	43,882.68	10,117.32
001-30-52400-2110	SOCIAL SECURITY TAXES	3,348.00	3,348.00	250.95	2,720.63	2,720.63	627.37
001-30-52400-2210	RETIREMENT	7,560.00	6,293.00	307.23	3,639.15	3,639.15	2,653.85
001-30-52400-2310	EMPLOYEE INSURANCE	13,050.00	13,050.00	922.17	10,277.71	10,277.71	2,772.29
001-30-52400-2410	WORKER'S COMPENSATION	710.00	710.00	0.00	515.40	515.40	194.60
001-30-52400-3000	MEDICARE INSURANCE	783.00	783.00	58.70	636.44	636.44	146.56
001-30-52400-4010	TRAVEL & PER DIEM	1,250.00	1,250.00	0.00	0.00	0.00	1,250.00
001-30-52400-4110	TELEPHONE & INTERNET	500.00	500.00	0.00	349.50	349.50	150.50
001-30-52400-4522	VEHICLE INSURANCE	1,352.00	1,352.00	0.00	918.00	918.00	434.00
001-30-52400-4610	VEHICLE R & M	500.00	500.00	0.00	229.50	229.50	270.50
001-30-52400-4710	PRINTING & BINDING	400.00	400.00	0.00	0.00	0.00	400.00
001-30-52400-4930	TRAINING	1,000.00	1,000.00	0.00	250.00	250.00	750.00
001-30-52400-5110	OFFICE SUPPLIES	150.00	150.00	0.00	51.09	51.09	98.91
001-30-52400-5210	FUEL, OIL, & LUBRICANTS	800.00	800.00	208.59	780.70	780.70	19.30
001-30-52400-5220	UNIFORMS	450.00	450.00	0.00	0.00	0.00	450.00
001-30-52400-5221	PERSONAL PROTECTIVE EQUIPMENT	100.00	100.00	0.00	0.00	0.00	100.00
001-30-52400-5295	OPERATING SUPPLIES/JANITORIAL	150.00	150.00	0.00	75.95	75.95	74.05
001-30-52400-5410	BOOKS, PUBS, SUBS & MEMBS	150.00	150.00	0.00	0.00	0.00	150.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		86,253.00	84,986.00	5,795.20	64,326.75	64,326.75	20,659.25
Activity: 52400 - CODE COMPLIANCE Total:		86,253.00	84,986.00	5,795.20	64,326.75	64,326.75	20,659.25
Activity: 52410 - BUILDING							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-52410-1210	SALARIES	45,000.00	40,000.00	3,387.08	31,826.47	31,826.47	8,173.53
001-30-52410-2110	SOCIAL SECURITY TAXES	2,790.00	2,790.00	210.01	1,973.17	1,973.17	816.83
001-30-52410-2210	RETIREMENT	6,300.00	4,000.00	43.87	519.85	519.85	3,480.15
001-30-52410-2310	EMPLOYEE INSURANCE	14,260.00	10,360.00	911.16	9,327.94	9,327.94	1,032.06
001-30-52410-2410	WORKER'S COMPENSATION	170.00	170.00	0.00	64.41	64.41	105.59
001-30-52410-3000	MEDICARE INSURANCE	653.00	653.00	49.09	461.16	461.16	191.84
001-30-52410-3100	PROFESSIONAL SERVICES	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00
001-30-52410-4010	TRAVEL & PER DIEM	500.00	500.00	0.00	0.00	0.00	500.00
001-30-52410-4906	OTHER CHARGES	500.00	500.00	0.00	0.00	0.00	500.00
001-30-52410-4930	TRAINING	250.00	250.00	0.00	0.00	0.00	250.00
001-30-52410-4946	LEGAL & RETAIL ADVERTISEMENTS	300.00	300.00	0.00	47.00	47.00	253.00
001-30-52410-5110	OFFICE SUPPLIES	100.00	100.00	0.00	0.00	0.00	100.00

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-30-52410-5290	OPERATING SUPPLIES	100.00	100.00	0.00	0.00	0.00	100.00
001-30-52410-5410	BOOKS, PUBS, SUBS & MEMBS	250.00	250.00	0.00	0.00	0.00	250.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		151,173.00	139,973.00	4,601.21	44,220.00	44,220.00	95,753.00
Activity: 52410 - BUILDING Total:		151,173.00	139,973.00	4,601.21	44,220.00	44,220.00	95,753.00
Activity: 53800 - STORMWATER							
Department: 50 - PUBLIC WORKS							
001-50-53800-1210	SALARIES	66,500.00	58,000.00	5,314.25	50,120.58	50,120.58	7,879.42
001-50-53800-1410	OVERTIME	500.00	500.00	0.00	101.21	101.21	398.79
001-50-53800-2110	SOCIAL SECURITY TAXES	4,154.00	3,596.00	328.63	3,115.24	3,115.24	480.76
001-50-53800-2210	RETIREMENT	9,380.00	6,550.00	450.96	3,851.34	3,851.34	2,698.66
001-50-53800-2310	EMPLOYEE INSURANCE	25,290.00	17,490.00	1,133.68	14,520.66	14,520.66	2,969.34
001-50-53800-2410	WORKER'S COMPENSATION	3,490.00	5,810.00	0.00	3,016.56	3,016.56	2,793.44
001-50-53800-3000	MEDICARE INSURANCE	972.00	841.00	76.86	728.64	728.64	112.36
001-50-53800-3100	Professional Services	12,785.00	12,785.00	0.00	2,922.50	2,922.50	9,862.50
001-50-53800-4010	TRAVEL & PER DIEM	500.00	500.00	0.00	0.00	0.00	500.00
001-50-53800-4522	VEHICLE INSURANCE	1,298.00	1,298.00	0.00	859.24	859.24	438.76
001-50-53800-4615	FENCING AND LANDSCAPING	2,500.00	2,500.00	31.69	247.15	247.15	2,252.85
001-50-53800-4637	CURBS/GUTTERS/STORM DRAINS R&M	500.00	4,200.00	1,618.42	4,446.99	6,724.15	-2,524.15
001-50-53800-4930	TRAINING	0.00	0.00	0.00	219.00	219.00	-219.00
001-50-53800-5220	UNIFORMS	250.00	250.00	0.00	0.00	0.00	250.00
001-50-53800-5295	OPERATING SUPPLIES/JANITORIAL	250.00	6,050.00	328.99	6,672.33	6,672.33	-622.33
001-50-53800-5410	BOOKS, PUBS, SUBS & MEMBS	100.00	600.00	0.00	600.00	600.00	0.00
001-50-53800-6310	INFRASTRUCTURE	1,429,728.00	1,429,728.00	2,948.71	92,039.66	192,068.70	1,237,659.30
Department: 50 - PUBLIC WORKS Total:		1,558,197.00	1,550,698.00	12,232.19	183,461.10	285,767.30	1,264,930.70
Activity: 53800 - STORMWATER Total:		1,558,197.00	1,550,698.00	12,232.19	183,461.10	285,767.30	1,264,930.70
Activity: 54100 - STREETS							
Department: 50 - PUBLIC WORKS							
001-50-54100-1210	SALARIES	66,500.00	57,000.00	5,314.22	50,120.50	50,120.50	6,879.50
001-50-54100-1310	PART-TIME SALARIES	0.00	12,000.00	212.67	1,355.21	1,355.21	10,644.79
001-50-54100-1410	OVERTIME	500.00	500.00	0.00	101.21	101.21	398.79
001-50-54100-2110	SOCIAL SECURITY TAXES	4,154.00	4,309.00	341.80	3,186.68	3,186.68	1,122.32
001-50-54100-2210	RETIREMENT	9,380.00	6,549.00	450.92	3,826.98	3,826.98	2,722.02
001-50-54100-2310	EMPLOYEE INSURANCE	25,290.00	17,490.00	1,133.68	14,542.91	14,542.91	2,947.09
001-50-54100-2410	WORKER'S COMPENSATION	3,490.00	3,780.00	0.00	3,016.68	3,016.68	763.32
001-50-54100-3000	MEDICARE INSURANCE	972.00	1,008.00	79.90	745.30	745.30	262.70
001-50-54100-3100	PROFESSIONAL SERVICES	0.00	6,170.00	0.00	7,605.00	7,605.00	-1,435.00
001-50-54100-4010	TRAVEL & PER DIEM	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-54100-4310	ELECTRICITY	56,000.00	56,000.00	4,238.34	43,939.60	43,939.60	12,060.40
001-50-54100-4320	WATER	500.00	500.00	31.77	316.19	316.19	183.81
001-50-54100-4330	Solid Waste	3,500.00	10,000.00	56.74	6,225.76	9,728.65	271.35
001-50-54100-4410	EQUIPMENT RENTAL	2,500.00	2,500.00	0.00	310.07	310.07	2,189.93
001-50-54100-4522	VEHICLE INSURANCE	2,607.00	2,607.00	0.00	859.24	859.24	1,747.76
001-50-54100-4610	VEHICLE R & M	3,500.00	3,500.00	69.00	556.80	556.80	2,943.20
001-50-54100-4615	FENCING AND LANDSCAPING	0.00	5,500.00	1,142.96	10,208.20	10,208.20	-4,708.20
001-50-54100-4623	HEAVY EQUIPMENT R & M	15,000.00	15,000.00	335.21	16,663.13	16,663.13	-1,663.13
001-50-54100-4631	STREET REPAVING	10,000.00	15,000.00	0.00	9,185.11	9,840.45	5,159.55
001-50-54100-4636	TRAFFIC CONTROL/SIGNS R&M	3,000.00	5,000.00	290.00	876.55	876.55	4,123.45
001-50-54100-4930	TRAINING	1,000.00	1,000.00	0.00	600.00	600.00	400.00
001-50-54100-5110	OFFICE SUPPLIES	100.00	100.00	0.00	40.49	40.49	59.51
001-50-54100-5210	FUEL, OIL, & LUBRICANTS	3,700.00	3,700.00	226.03	2,310.37	2,310.37	1,389.63
001-50-54100-5220	UNIFORMS	250.00	250.00	80.94	355.94	355.94	-105.94
001-50-54100-5221	PERSONAL PROTECTIVE EQUIPMENT	500.00	500.00	0.00	497.53	497.53	2.47
001-50-54100-5260	TOOLS	1,000.00	1,000.00	67.49	880.78	880.78	119.22
001-50-54100-5270	MACHINERY & EQUIPMENT	1,500.00	1,500.00	44.22	1,510.94	1,510.94	-10.94
001-50-54100-5290	OPERATING SUPPLIES	4,000.00	7,328.71	39.88	2,701.03	2,701.03	4,627.68
001-50-54100-5410	BOOKS, PUBS, SUBS & MEMBS	100.00	100.00	0.00	92.00	92.00	8.00
001-50-54100-6310	INFRASTRUCTURE	4,293,338.00	4,293,338.00	291,847.50	798,332.25	798,332.25	3,495,005.75

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 08/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-50-54100-6410	MACHINERY & EQUIPMENT	50,000.00	119,962.22	0.00	109,092.36	109,092.36	10,869.86
	Department: 50 - PUBLIC WORKS Total:	4,563,381.00	4,654,191.93	306,003.27	1,090,054.81	1,094,213.04	3,559,978.89
	Department: 80 - DEPARTMENT 80						
001-80-54100-4335	TRASH DISPOSAL	0.00	0.00	0.00	55.89	55.89	-55.89
	Department: 80 - DEPARTMENT 80 Total:	0.00	0.00	0.00	55.89	55.89	-55.89
	Activity: 54100 - STREETS Total:	4,563,381.00	4,654,191.93	306,003.27	1,090,110.70	1,094,268.93	3,559,923.00
	Activity: 56200 - ANIMAL CONTROL						
	Department: 30 - COMMUNITY DEVELOPMENT						
001-30-56200-3410	ANIMAL CONTROL	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
	Department: 30 - COMMUNITY DEVELOPMENT Total:	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
	Activity: 56200 - ANIMAL CONTROL Total:	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
	Activity: 57100 - LIBRARY						
	Department: 71 - LIBRARY						
001-71-57100-1210	SALARIES	270,000.00	270,000.00	20,048.91	231,788.87	231,788.87	38,211.13
001-71-57100-1310	SALARIES - PART TIME	39,000.00	39,000.00	3,133.56	32,439.49	32,439.49	6,560.51
001-71-57100-2110	SOCIAL SECURITY TAXES	19,158.00	19,158.00	1,426.79	16,248.72	16,248.72	2,909.28
001-71-57100-2210	RETIREMENT	37,800.00	37,800.00	2,806.84	32,450.41	32,450.41	5,349.59
001-71-57100-2310	EMPLOYEE INSURANCE	56,360.00	56,360.00	2,978.81	39,019.88	39,019.88	17,340.12
001-71-57100-2410	WORKER'S COMPENSATION	500.00	500.00	0.00	329.56	329.56	170.44
001-71-57100-3000	MEDICARE INSURANCE	4,481.00	4,481.00	333.68	3,799.99	3,799.99	681.01
001-71-57100-4010	TRAVEL & PER DIEM	1,200.00	1,200.00	0.00	581.48	581.48	618.52
001-71-57100-4100	POSTAGE & SHIPPING	0.00	1,000.00	0.00	550.65	550.65	449.35
001-71-57100-4110	TELEPHONE & INTERNET	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00
001-71-57100-4612	FURNITURE/EQUIP. R & M	500.00	500.00	63.99	172.96	172.96	327.04
001-71-57100-4710	PRINTING & BINDING	600.00	600.00	95.30	95.30	495.30	104.70
001-71-57100-4925	PROGRAM EXPENSES	1,900.00	1,900.00	336.02	1,811.78	1,811.78	88.22
001-71-57100-5110	OFFICE SUPPLIES	2,700.00	2,700.00	328.44	1,713.13	2,238.13	461.87
001-71-57100-5295	OPERATING SUPPLIES/JANITORIAL	0.00	0.00	0.00	87.57	87.57	-87.57
001-71-57100-5410	BOOKS, PUBS, SUBS & MEMBS	12,000.00	17,800.00	998.20	10,593.38	13,393.38	4,406.62
001-71-57100-5415	LIBRARY BOOK LEASES	6,800.00	0.00	0.00	0.00	0.00	0.00
001-71-57100-5417	LIBRARY E-BOOK LEASES	10,000.00	10,000.00	5.99	5,242.43	7,842.43	2,157.57
001-71-57100-5420	MEMBERSHIPS	1,000.00	1,000.00	139.00	1,210.26	1,210.26	-210.26
	Department: 71 - LIBRARY Total:	465,299.00	465,299.00	32,695.53	378,135.86	384,460.86	80,838.14
	Activity: 57100 - LIBRARY Total:	465,299.00	465,299.00	32,695.53	378,135.86	384,460.86	80,838.14
	Activity: 57200 - PARKS						
	Department: 50 - PUBLIC WORKS						
001-50-57200-1210	SALARIES	160,500.00	193,500.00	9,071.28	122,859.37	122,859.37	70,640.63
001-50-57200-1310	PART-TIME SALARIES	0.00	28,000.00	496.23	3,162.14	3,162.14	24,837.86
001-50-57200-1410	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
001-50-57200-2110	SOCIAL SECURITY TAXES	9,982.00	13,764.00	593.16	7,803.79	7,803.79	5,960.21
001-50-57200-2210	RETIREMENT	22,540.00	23,517.00	290.27	8,169.12	8,169.12	15,347.88
001-50-57200-2310	EMPLOYEE INSURANCE	61,880.00	69,280.00	3,491.82	39,531.15	39,531.15	29,748.85
001-50-57200-2410	WORKER'S COMPENSATION	8,720.00	9,300.00	0.00	7,541.40	7,541.40	1,758.60
001-50-57200-3000	MEDICARE INSURANCE	2,335.00	3,219.00	138.76	1,825.14	1,825.14	1,393.86
001-50-57200-3100	PROFESSIONAL SERVICES	0.00	3,478.00	0.00	5,478.00	5,478.00	-2,000.00
001-50-57200-4010	TRAVEL & PER DIEM	500.00	1,470.00	0.00	1,481.87	1,481.87	-11.87
001-50-57200-4310	ELECTRICITY	5,000.00	5,000.00	348.97	3,917.87	3,917.87	1,082.13
001-50-57200-4320	WATER	3,800.00	3,800.00	245.84	2,437.36	2,437.36	1,362.64
001-50-57200-4330	SOLID WASTE	500.00	500.00	0.00	0.00	0.00	500.00
001-50-57200-4521	PROPERTY INSURANCE	9,096.00	9,096.00	0.00	7,344.00	7,344.00	1,752.00
001-50-57200-4522	VEHICLE INSURANCE	1,298.00	1,298.00	0.00	859.25	859.25	438.75
001-50-57200-4611	BUILDING R & M	5,000.00	2,000.00	0.00	1,491.81	1,491.81	508.19
001-50-57200-4612	FURNITURE/EQUIP. R & M	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-57200-4615	FENCING AND LANDSCAPING	6,000.00	105,300.00	112.05	58,363.49	59,413.26	45,886.74
001-50-57200-5110	OFFICE SUPPLIES	100.00	100.00	0.00	358.11	358.11	-258.11
001-50-57200-5210	FUEL, OIL, & LUBRICANTS	3,500.00	3,500.00	477.54	2,957.42	3,069.37	430.63
001-50-57200-5231	SEASONAL DECORATIONS	2,500.00	14,560.00	0.00	14,556.42	14,556.42	3.58

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 08/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-50-57200-5270	MACHINERY & EQUIPMENT	1,000.00	2,000.00	626.43	4,462.86	5,346.24	-3,346.24
001-50-57200-5290	OPERATING SUPPLIES	0.00	1,000.00	148.85	1,525.08	1,525.08	-525.08
001-50-57200-5295	OPERATING SUPPLIES/JANITORIAL	2,500.00	2,500.00	205.43	3,733.49	3,733.49	-1,233.49
001-50-57200-5410	BOOKS, PUBS, SUBS & MEMBS	100.00	360.00	0.00	165.63	205.63	154.37
001-50-57200-5741	COMMUNITY EVENTS	10,000.00	10,780.00	0.00	8,392.98	8,913.12	1,866.88
001-50-57200-6310	INFRASTRUCTURE	1,275,000.00	933,800.00	2,520.00	114,402.76	153,319.76	780,480.24
001-50-57200-6410	MACHINERY & EQUIPMENT	0.00	5,000.00	0.00	9,827.22	9,827.22	-4,827.22
Department: 50 - PUBLIC WORKS Total:		1,593,351.00	1,447,622.00	18,766.63	432,647.73	474,169.97	973,452.03
Activity: 57200 - PARKS Total:		1,593,351.00	1,447,622.00	18,766.63	432,647.73	474,169.97	973,452.03
Activity: 58100 - INTERFUND TRANSFER							
Department: 99 - NON DEPARTMENTAL							
001-99-58100-7120	LOAN DEBT PRINCIPAL	93,834.00	0.00	0.00	0.00	0.00	0.00
001-99-58100-7220	LOAN DEBT INTEREST	86,166.00	0.00	0.00	0.00	0.00	0.00
Department: 99 - NON DEPARTMENTAL Total:		180,000.00	0.00	0.00	0.00	0.00	0.00
Activity: 58100 - INTERFUND TRANSFER Total:		180,000.00	0.00	0.00	0.00	0.00	0.00
Expense Total:		11,653,052.00	14,150,232.21	483,694.73	6,605,555.18	6,858,486.40	7,291,745.81
Fund: 001 - GENERAL FUND Surplus (Deficit):		-2,427,547.00	-2,328,167.62	344,745.74	2,327,581.16	2,074,649.94	-4,402,817.56

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 08/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 101 - DISCRETIONARY SALES SURTAX							
Revenue							
Department: 00 - UNDESIGNATED							
101-00-312600	DISCRETIONARY SALES SURTAXES	475,000.00	475,000.00	70,165.28	436,209.29	436,209.29	38,790.71
101-00-361100	INTEREST INCOME	20,000.00	20,000.00	9,518.37	86,916.01	86,916.01	-66,916.01
Department: 00 - UNDESIGNATED Total:		495,000.00	495,000.00	79,683.65	523,125.30	523,125.30	-28,125.30
Revenue Total:		495,000.00	495,000.00	79,683.65	523,125.30	523,125.30	-28,125.30

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 08/31/2024

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 58100 - INTERFUND TRANSFER						
Department: 99 - NON DEPARTMENTAL						
101-99-58100-9001 INTERFUND TRANSFER	2,411,145.00	2,411,145.00	0.00	0.00	0.00	2,411,145.00
Department: 99 - NON DEPARTMENTAL Total:	2,411,145.00	2,411,145.00	0.00	0.00	0.00	2,411,145.00
Activity: 58100 - INTERFUND TRANSFER Total:	2,411,145.00	2,411,145.00	0.00	0.00	0.00	2,411,145.00
Expense Total:	2,411,145.00	2,411,145.00	0.00	0.00	0.00	2,411,145.00
Fund: 101 - DISCRETIONARY SALES SURTAX Surplus (Deficit):	-1,916,145.00	-1,916,145.00	79,683.65	523,125.30	523,125.30	-2,439,270.30

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 08/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 410 - WATER/SEWER FUND							
Revenue							
Department: 00 - UNDESIGNATED							
410-00-343310	WATER UTIL REVENUE-OPER INCOME	1,284,234.00	1,284,234.00	104,159.03	1,172,451.43	1,172,451.43	111,782.57
410-00-343320	WATER UTIL - PENALTIES	15,000.00	15,000.00	2,768.08	29,420.45	29,420.45	-14,420.45
410-00-343340	BACKFLOW PREVENTER INSPECTION F...	6,700.00	6,700.00	200.00	3,000.00	3,000.00	3,700.00
410-00-343351	TURN-ON & CUT-OFF FEES	12,000.00	12,000.00	390.00	5,340.00	5,340.00	6,660.00
410-00-343510	SEWER UTIL REV - OPER INCOME	1,838,163.00	1,838,163.00	148,172.29	1,670,852.50	1,670,852.50	167,310.50
410-00-343520	SEWER UTILITY PENALTIES	15,000.00	15,000.00	1,413.46	15,503.95	15,503.95	-503.95
410-00-343611	IMPACT FEES WATER	0.00	0.00	0.00	494.20	494.20	-494.20
410-00-343612	IMPACT FEES SEWER	0.00	0.00	0.00	494.20	494.20	-494.20
410-00-359000	OTHER REVENUE & RETURN CHECKS	200.00	200.00	13.87	823.44	823.44	-623.44
410-00-361000	INTEREST AND OTHER EARNINGS	10,000.00	10,000.00	19,505.59	201,196.46	201,196.46	-191,196.46
410-00-361100	INTEREST - LEASES	0.00	0.00	0.00	-5,204.79	-5,204.79	5,204.79
410-00-369600	LEASE/RENTAL ELEVATED TANK REV	190,160.00	190,160.00	10,386.30	183,674.04	183,674.04	6,485.96
410-00-369900	MISCELLANEOUS REVENUE - OTHER	0.00	0.00	0.00	74,200.45	74,200.45	-74,200.45
410-00-384000	REVENUE FROM OTHER SOURCES	3,664,305.00	3,664,305.00	0.00	0.00	0.00	3,664,305.00
410-00-389300	GRANTS AND DONATIONS - STATE	1,000,000.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00
Department: 00 - UNDESIGNATED Total:		8,035,762.00	8,035,762.00	287,008.62	3,352,246.33	3,352,246.33	4,683,515.67
Revenue Total:		8,035,762.00	8,035,762.00	287,008.62	3,352,246.33	3,352,246.33	4,683,515.67

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 08/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense							
Activity: 51700 - DEBT SERVICE PAYMENT							
Department: 99 - NON DEPARTMENTAL							
410-99-51700-7220	SRF LOAN INTEREST	0.00	0.00	0.00	1,597.70	1,597.70	-1,597.70
Department: 99 - NON DEPARTMENTAL Total:		0.00	0.00	0.00	1,597.70	1,597.70	-1,597.70
Activity: 51700 - DEBT SERVICE PAYMENT Total:		0.00	0.00	0.00	1,597.70	1,597.70	-1,597.70
Activity: 53300 - WATER							
Department: 50 - PUBLIC WORKS							
410-50-53300-1210	SALARIES	106,000.00	106,000.00	7,894.63	95,176.06	95,176.06	10,823.94
410-50-53300-2110	SOCIAL SECURITY TAXES	6,572.00	6,572.00	487.95	5,318.24	5,318.24	1,253.76
410-50-53300-2210	RETIREMENT	14,840.00	14,840.00	640.91	8,751.95	8,751.95	6,088.05
410-50-53300-2310	EMPLOYEE INSURANCE	27,555.00	27,555.00	1,834.00	21,321.88	21,321.88	6,233.12
410-50-53300-2410	WORKER'S COMPENSATION	145.00	145.00	0.00	56.52	56.52	88.48
410-50-53300-3000	MEDICARE INSURANCE	1,537.00	1,537.00	114.12	1,376.47	1,376.47	160.53
410-50-53300-3100	PROFESSIONAL SERVICES	112,785.00	112,785.00	8,433.00	40,146.40	290,399.60	-177,614.60
410-50-53300-3150	ENGINEERING, CONSULTING SERVICES	15,000.00	15,000.00	2,965.63	2,965.63	8,430.00	6,570.00
410-50-53300-3210	ACCOUNTING AND AUDITING	14,000.00	14,000.00	0.00	10,865.00	10,865.00	3,135.00
410-50-53300-3405	CONTRACT FOR SERVICES	850,000.00	850,000.00	70,348.48	777,347.64	777,347.64	72,652.36
410-50-53300-4100	POSTAGE & SHIPPING	5,500.00	5,500.00	496.66	3,817.77	3,817.77	1,682.23
410-50-53300-4110	TELEPHONE & INTERNET	1,000.00	1,000.00	200.88	3,242.63	3,242.63	-2,242.63
410-50-53300-4320	Water	120,000.00	120,000.00	0.00	21,215.15	21,215.15	98,784.85
410-50-53300-4521	PROPERTY INSURANCE	34,847.00	34,847.00	0.00	30,641.51	30,641.51	4,205.49
410-50-53300-4613	GROUNDS MAINTENANCE	0.00	0.00	0.00	10,313.00	10,313.00	-10,313.00
410-50-53300-4617	WATER SYSTEMS MAINTENANCE	50,000.00	50,000.00	0.00	60,622.75	60,622.75	-10,622.75
410-50-53300-4644	ELEVATED TANKS MAINTENANCE CO...	65,000.00	65,000.00	0.00	30,978.28	30,978.28	34,021.72
410-50-53300-4650	COMPUTER OPERATIONS AND MAINT...	25,000.00	25,000.00	2,153.50	16,052.17	16,052.17	8,947.83
410-50-53300-4710	PRINTING & BINDING	2,500.00	2,500.00	106.56	2,201.22	2,201.22	298.78
410-50-53300-4905	OPERATING PERMITS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
410-50-53300-4906	OTHER CHARGES	1,500.00	1,500.00	37.21	859.82	1,121.87	378.13
410-50-53300-4915	CREDIT CARD PROCESSING FEES	15,000.00	15,000.00	1,291.23	15,561.96	15,561.96	-561.96
410-50-53300-4990	BAD DEBT EXPENSE	0.00	0.00	0.00	11.34	11.34	-11.34
410-50-53300-5270	MACHINERY & EQUIPMENT	65,000.00	65,000.00	0.00	6,307.76	32,007.81	32,992.19
410-50-53300-5290	OPERATING SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00
410-50-53300-5410	BOOKS, PUBS, SUBS & MEMBS	1,000.00	1,000.00	0.00	1,263.14	1,263.14	-263.14
410-50-53300-6310	INFRASTRUCTURE	2,609,405.00	2,609,405.00	8,069.25	1,107,366.85	1,254,854.43	1,354,550.57
410-50-53300-6410	MACHINERY & EQUIPMENT	79,000.00	79,000.00	1,309.48	41,140.20	58,504.54	20,495.46
Department: 50 - PUBLIC WORKS Total:		4,224,686.00	4,224,686.00	106,383.49	2,314,921.34	2,761,452.93	1,463,233.07
Activity: 53300 - WATER Total:		4,224,686.00	4,224,686.00	106,383.49	2,314,921.34	2,761,452.93	1,463,233.07
Activity: 53500 - SEWER							
Department: 50 - PUBLIC WORKS							
410-50-53500-1210	SALARIES	106,000.00	106,000.00	7,894.58	95,175.33	95,175.33	10,824.67
410-50-53500-2110	SOCIAL SECURITY TAXES	6,572.00	6,572.00	487.86	5,317.27	5,317.27	1,254.73
410-50-53500-2210	RETIREMENT	14,840.00	14,840.00	640.70	8,750.32	8,750.32	6,089.68
410-50-53500-2310	EMPLOYEE INSURANCE	27,555.00	27,555.00	1,834.00	21,329.27	21,329.27	6,225.73
410-50-53500-2410	WORKER'S COMPENSATION	145.00	145.00	0.00	56.52	56.52	88.48
410-50-53500-3000	MEDICARE INSURANCE	1,537.00	1,537.00	114.09	1,375.48	1,375.48	161.52
410-50-53500-3100	PROFESSIONAL SERVICES	12,785.00	12,785.00	0.00	22,435.00	22,435.00	-9,650.00
410-50-53500-3150	ENGINEERING, CONSULT. SERVICES & ...	15,000.00	15,000.00	2,965.62	2,965.62	22,980.00	-7,980.00
410-50-53500-3210	ACCOUNTING AND AUDITING	14,000.00	14,000.00	0.00	10,865.00	10,865.00	3,135.00
410-50-53500-3405	CONTRACT FOR SERVICES	850,000.00	850,000.00	70,348.49	777,347.76	777,347.76	72,652.24
410-50-53500-4100	POSTAGE & SHIPPING	5,500.00	5,500.00	396.17	3,717.31	3,717.31	1,782.69
410-50-53500-4110	TELEPHONE & INTERNET	1,000.00	1,000.00	301.36	3,191.94	3,191.94	-2,191.94
410-50-53500-4320	WATER	38,000.00	38,000.00	2,040.28	22,081.23	22,081.23	15,918.77
410-50-53500-4400	SPRAYFIELD RENTAL	13,800.00	13,800.00	0.00	13,791.70	13,791.70	8.30
410-50-53500-4521	PROPERTY INSURANCE	39,212.00	39,212.00	0.00	34,094.51	34,094.51	5,117.49
410-50-53500-4611	BUILDING R & M	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00
410-50-53500-4613	GROUNDS MAINTENANCE	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00
410-50-53500-4618	SEWER SYSTEMS MAINTENANCE	50,000.00	50,000.00	0.00	24,521.44	24,521.44	25,478.56

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 08/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
410-50-53500-4650	COMPUTER OPERATIONS AND MAINT...	25,000.00	25,000.00	2,153.50	16,052.17	16,052.17	8,947.83
410-50-53500-4710	PRINTING & BINDING	2,500.00	2,500.00	106.56	1,285.80	1,285.80	1,214.20
410-50-53500-4905	WTP/STP OPERATING PERMITS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
410-50-53500-4906	OTHER CHARGES	2,000.00	2,000.00	37.21	1,323.34	1,585.39	414.61
410-50-53500-4915	CREDIT CARD PROCESSING FEES	15,000.00	15,000.00	1,291.25	15,562.34	15,562.34	-562.34
410-50-53500-4990	Bad Debt Expense Sewer	0.00	0.00	0.00	11.35	11.35	-11.35
410-50-53500-5270	MACHINERY & EQUIPMENT	0.00	0.00	0.00	787.24	15,716.41	-15,716.41
410-50-53500-5290	OPERATING SUPPLIES	500.00	500.00	0.00	36.99	36.99	463.01
410-50-53500-5410	BOOKS, PUBS, SUBS & MEMBS	1,000.00	1,000.00	0.00	1,263.14	1,263.14	-263.14
410-50-53500-6310	INFRASTRUCTURE	2,146,650.00	2,146,650.00	0.00	144,755.50	144,755.50	2,001,894.50
410-50-53500-6410	MACHINERY & EQUIPMENT	224,500.00	224,500.00	0.00	96,530.72	165,705.94	58,794.06
Department: 50 - PUBLIC WORKS Total:		3,652,596.00	3,652,596.00	90,611.67	1,324,624.29	1,429,005.11	2,223,590.89
Activity: 53500 - SEWER Total:		3,652,596.00	3,652,596.00	90,611.67	1,324,624.29	1,429,005.11	2,223,590.89
Activity: 58100 - INTERFUND TRANSFER							
Department: 99 - NON DEPARTMENTAL							
410-99-58100-7120	SRF - LOAN PRINCIPAL	16,500.00	16,500.00	0.00	0.00	0.00	16,500.00
410-99-58100-7220	SRF LOAN INTEREST	3,300.00	3,300.00	0.00	0.00	0.00	3,300.00
Department: 99 - NON DEPARTMENTAL Total:		19,800.00	19,800.00	0.00	0.00	0.00	19,800.00
Activity: 58100 - INTERFUND TRANSFER Total:		19,800.00	19,800.00	0.00	0.00	0.00	19,800.00
Expense Total:		7,897,082.00	7,897,082.00	196,995.16	3,641,143.33	4,192,055.74	3,705,026.26
Fund: 410 - WATER/SEWER FUND Surplus (Deficit):		138,680.00	138,680.00	90,013.46	-288,897.00	-839,809.41	978,489.41
Report Surplus (Deficit):		-4,205,012.00	-4,105,632.62	514,442.85	2,561,809.46	1,757,965.83	

Group Summary

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 001 - GENERAL FUND						
Revenue						
00 - UNDESIGNATED	9,225,505.00	11,822,064.59	828,440.47	8,933,136.34	8,933,136.34	2,888,928.25
Revenue Total:	9,225,505.00	11,822,064.59	828,440.47	8,933,136.34	8,933,136.34	2,888,928.25

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 08/31/2024

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 51100 - LEGISLATIVE						
11 - MAYOR AND CITY COUNCIL	73,675.00	73,675.00	7,439.83	48,993.16	48,718.16	24,956.84
Activity: 51100 - LEGISLATIVE Total:	73,675.00	73,675.00	7,439.83	48,993.16	48,718.16	24,956.84
Activity: 51200 - EXECUTIVE						
12 - CITY MANAGER	259,768.00	235,707.00	17,957.46	178,268.51	180,370.40	55,336.60
Activity: 51200 - EXECUTIVE Total:	259,768.00	235,707.00	17,957.46	178,268.51	180,370.40	55,336.60
Activity: 51300 - FINANCE						
13 - ADMINISTRATIVE SERVICES	128,835.00	128,835.00	6,815.39	108,677.73	108,677.73	20,157.27
Activity: 51300 - FINANCE Total:	128,835.00	128,835.00	6,815.39	108,677.73	108,677.73	20,157.27
Activity: 51310 - HUMAN RESOURCES						
13 - ADMINISTRATIVE SERVICES	70,114.00	73,732.00	2,092.81	44,942.09	47,992.09	25,739.91
Activity: 51310 - HUMAN RESOURCES Total:	70,114.00	73,732.00	2,092.81	44,942.09	47,992.09	25,739.91
Activity: 51400 - LEGAL						
14 - CITY ATTORNEY	70,000.00	70,000.00	0.00	29,584.86	29,584.86	40,415.14
Activity: 51400 - LEGAL Total:	70,000.00	70,000.00	0.00	29,584.86	29,584.86	40,415.14
Activity: 51500 - PLANNING AND ZONING						
30 - COMMUNITY DEVELOPMENT	169,678.00	123,972.00	10,095.81	88,618.27	96,037.23	27,934.77
Activity: 51500 - PLANNING AND ZONING Total:	169,678.00	123,972.00	10,095.81	88,618.27	96,037.23	27,934.77
Activity: 51600 - NON-COURT INFORMATION SYSTEMS						
16 - CITY CLERK	185,115.00	112,904.00	8,264.42	73,196.19	74,050.30	38,853.70
Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:	185,115.00	112,904.00	8,264.42	73,196.19	74,050.30	38,853.70
Activity: 51610 - INFORMATION TECHNOLOGY						
13 - ADMINISTRATIVE SERVICES	125,094.00	163,294.00	18,287.10	123,639.79	138,944.52	24,349.48
Activity: 51610 - INFORMATION TECHNOLOGY Total:	125,094.00	163,294.00	18,287.10	123,639.79	138,944.52	24,349.48
Activity: 51900 - GENERAL GOVERNMENT						
99 - NON DEPARTMENTAL	70,732.00	116,757.00	1,651.55	99,077.43	99,077.43	17,679.57
Activity: 51900 - GENERAL GOVERNMENT Total:	70,732.00	116,757.00	1,651.55	99,077.43	99,077.43	17,679.57
Activity: 51910 - FACILITIES						
50 - PUBLIC WORKS	498,965.00	3,305,164.28	8,159.66	2,531,634.83	2,601,799.69	703,364.59
Activity: 51910 - FACILITIES Total:	498,965.00	3,305,164.28	8,159.66	2,531,634.83	2,601,799.69	703,364.59
Activity: 52100 - LAW ENFORCEMENT						
20 - PUBLIC SAFETY	285,334.00	285,334.00	22,836.67	251,203.37	251,203.37	34,130.63
Activity: 52100 - LAW ENFORCEMENT Total:	285,334.00	285,334.00	22,836.67	251,203.37	251,203.37	34,130.63
Activity: 52200 - FIRE						
20 - PUBLIC SAFETY	1,113,088.00	1,113,088.00	0.00	834,816.81	834,816.81	278,271.19
Activity: 52200 - FIRE Total:	1,113,088.00	1,113,088.00	0.00	834,816.81	834,816.81	278,271.19
Activity: 52400 - CODE COMPLIANCE						
30 - COMMUNITY DEVELOPMENT	86,253.00	84,986.00	5,795.20	64,326.75	64,326.75	20,659.25
Activity: 52400 - CODE COMPLIANCE Total:	86,253.00	84,986.00	5,795.20	64,326.75	64,326.75	20,659.25
Activity: 52410 - BUILDING						
30 - COMMUNITY DEVELOPMENT	151,173.00	139,973.00	4,601.21	44,220.00	44,220.00	95,753.00
Activity: 52410 - BUILDING Total:	151,173.00	139,973.00	4,601.21	44,220.00	44,220.00	95,753.00
Activity: 53800 - STORMWATER						
50 - PUBLIC WORKS	1,558,197.00	1,550,698.00	12,232.19	183,461.10	285,767.30	1,264,930.70
Activity: 53800 - STORMWATER Total:	1,558,197.00	1,550,698.00	12,232.19	183,461.10	285,767.30	1,264,930.70
Activity: 54100 - STREETS						
50 - PUBLIC WORKS	4,563,381.00	4,654,191.93	306,003.27	1,090,054.81	1,094,213.04	3,559,978.89
80 - DEPARTMENT 80	0.00	0.00	0.00	55.89	55.89	-55.89
Activity: 54100 - STREETS Total:	4,563,381.00	4,654,191.93	306,003.27	1,090,110.70	1,094,268.93	3,559,923.00
Activity: 56200 - ANIMAL CONTROL						
30 - COMMUNITY DEVELOPMENT	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
Activity: 56200 - ANIMAL CONTROL Total:	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 08/31/2024

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Activity: 57100 - LIBRARY						
71 - LIBRARY	465,299.00	465,299.00	32,695.53	378,135.86	384,460.86	80,838.14
Activity: 57100 - LIBRARY Total:	465,299.00	465,299.00	32,695.53	378,135.86	384,460.86	80,838.14
Activity: 57200 - PARKS						
50 - PUBLIC WORKS	1,593,351.00	1,447,622.00	18,766.63	432,647.73	474,169.97	973,452.03
Activity: 57200 - PARKS Total:	1,593,351.00	1,447,622.00	18,766.63	432,647.73	474,169.97	973,452.03
Activity: 58100 - INTERFUND TRANSFER						
99 - NON DEPARTMENTAL	180,000.00	0.00	0.00	0.00	0.00	0.00
Activity: 58100 - INTERFUND TRANSFER Total:	180,000.00	0.00	0.00	0.00	0.00	0.00
Expense Total:	11,653,052.00	14,150,232.21	483,694.73	6,605,555.18	6,858,486.40	7,291,745.81
Fund: 001 - GENERAL FUND Surplus (Deficit):	-2,427,547.00	-2,328,167.62	344,745.74	2,327,581.16	2,074,649.94	-4,402,817.56

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 08/31/2024

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 101 - DISCRETIONARY SALES SURTAX						
Revenue						
00 - UNDESIGNATED	495,000.00	495,000.00	79,683.65	523,125.30	523,125.30	-28,125.30
Revenue Total:	495,000.00	495,000.00	79,683.65	523,125.30	523,125.30	-28,125.30

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 08/31/2024

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 58100 - INTERFUND TRANSFER						
99 - NON DEPARTMENTAL	2,411,145.00	2,411,145.00	0.00	0.00	0.00	2,411,145.00
Activity: 58100 - INTERFUND TRANSFER Total:	2,411,145.00	2,411,145.00	0.00	0.00	0.00	2,411,145.00
Expense Total:	2,411,145.00	2,411,145.00	0.00	0.00	0.00	2,411,145.00
Fund: 101 - DISCRETIONARY SALES SURTAX Surplus (Deficit):	-1,916,145.00	-1,916,145.00	79,683.65	523,125.30	523,125.30	-2,439,270.30

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 08/31/2024

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 410 - WATER/SEWER FUND						
Revenue						
00 - UNDESIGNATED	8,035,762.00	8,035,762.00	287,008.62	3,352,246.33	3,352,246.33	4,683,515.67
Revenue Total:	8,035,762.00	8,035,762.00	287,008.62	3,352,246.33	3,352,246.33	4,683,515.67

Budget vs Actuals

For Fiscal: 2023-2024 Period Ending: 08/31/2024

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 51700 - DEBT SERVICE PAYMENT						
99 - NON DEPARTMENTAL	0.00	0.00	0.00	1,597.70	1,597.70	-1,597.70
Activity: 51700 - DEBT SERVICE PAYMENT Total:	0.00	0.00	0.00	1,597.70	1,597.70	-1,597.70
Activity: 53300 - WATER						
50 - PUBLIC WORKS	4,224,686.00	4,224,686.00	106,383.49	2,314,921.34	2,761,452.93	1,463,233.07
Activity: 53300 - WATER Total:	4,224,686.00	4,224,686.00	106,383.49	2,314,921.34	2,761,452.93	1,463,233.07
Activity: 53500 - SEWER						
50 - PUBLIC WORKS	3,652,596.00	3,652,596.00	90,611.67	1,324,624.29	1,429,005.11	2,223,590.89
Activity: 53500 - SEWER Total:	3,652,596.00	3,652,596.00	90,611.67	1,324,624.29	1,429,005.11	2,223,590.89
Activity: 58100 - INTERFUND TRANSFER						
99 - NON DEPARTMENTAL	19,800.00	19,800.00	0.00	0.00	0.00	19,800.00
Activity: 58100 - INTERFUND TRANSFER Total:	19,800.00	19,800.00	0.00	0.00	0.00	19,800.00
Expense Total:	7,897,082.00	7,897,082.00	196,995.16	3,641,143.33	4,192,055.74	3,705,026.26
Fund: 410 - WATER/SEWER FUND Surplus (Deficit):	138,680.00	138,680.00	90,013.46	-288,897.00	-839,809.41	978,489.41
Total Surplus (Deficit):	-4,205,012.00	-4,105,632.62	514,442.85	2,561,809.46	1,757,965.83	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001 - GENERAL FUND	-2,427,547.00	-2,328,167.62	344,745.74	2,327,581.16	2,074,649.94	-4,402,817.56
101 - DISCRETIONARY SALES ...	-1,916,145.00	-1,916,145.00	79,683.65	523,125.30	523,125.30	-2,439,270.30
410 - WATER/SEWER FUND	138,680.00	138,680.00	90,013.46	-288,897.00	-839,809.41	978,489.41
Total Surplus (Deficit):	-4,205,012.00	-4,105,632.62	514,442.85	2,561,809.46	1,757,965.83	



City of Mary Esther
Cash and Investment Balances
as of August 31, 2024

BMS Account	GENERAL FUND BANK	Summary of Investments	Fund	INTEREST RATE	Purpose of Acct.
		8/31/2024			
101251	FNBT BANK	\$149,880.00	410	0.00%	Cust. Utility Deposits Acct.
104300	GEN FUND FLORIDA PRIME	\$2,340,634.20	1	5.48%	GF Savings/Investment
104400	W/S FUND FLORIDA PRIME	\$338,894.88	410	5.48%	W/S Savings/Investment
101001	FNBT BANK	\$12,304,122.19	1 & 410	4.59%	Operating Acct.
101001	FNBT BANK	\$0.00	410	0.00%	Credit Card Payments Account
101210	FNBT BANK	\$0.00	1	0.00%	Payroll Account
101001	FNBT BANK	\$6,261.97	1	0.00%	HRA Account
101001	FNBT BANK	\$1,628,053.73	1 & 410	4.59%	Money Market Account
104301	FLCLASS	\$526,449.26	1	5.38%	GF Investment
104302	AMERIS BANK	\$6,526.77	1	0.00%	GF Investment
		\$17,300,823.00			

FY23-24 ESTIMATED BEGINNING GENERAL FUND UNRESTRICTED CASH	\$4,146,554
FY2024 Budget deficit	(\$2,427,547)
FY24 budget amendment Resolution 24-04	\$99,379
ESTIMATED GENERAL FUND TOTAL UNRESTRICTED CASH	\$1,818,386
FY23-24 ESTIMATED BEGINNING W/S FUND UNRESTRICTED CASH	\$4,431,432
FY2024 Budget surplus	\$138,680
ESTIMATED W/S FUND TOTAL UNRESTRICTED CASH	\$4,570,112
FY 23-24 BEGINNING DISCRETIONARY SALES SURTAX REVENUE FUND	\$1,888,263
FY2024 Transfer to General Fund	(\$2,411,145)
FY2024 Estimated Revenue	\$522,882
DISCRETIONARY SALES SURTAX FUND BALANCE	(\$0)
GRAND TOTAL ALL FUNDS:	\$6,388,498

RESTRICTED REVENUES:

IMPACT FEE REVENUE AVAILABLE FOR RELATED EXPENSES	
Fire Protection	\$66,993
Law Enforcement	\$62,908
Stormwater	\$41,165
Transportation	\$66,988
Parks & Recreation	\$36,600
Water & Sewer	\$8,688
TOTAL	\$283,343

OTHER RESTRICTED REVENUE

Committed to natural disaster relief	\$2,330,610
TOTAL	\$2,330,610
TOTAL RESTRICTED REVENUES	\$2,613,953

Mary Esther Public Works Report September 2024

Current and Completed Projects:

1. Replaced culvert on Anderson Road.
2. Formed next 110ft of sidewalk on Brian Circle near the lake.
3. Cleaned out catch basins and pipes with vacuum trailer in various locations including North Street, S. Lorriane, Makron, Stonehenge, and Sussex Rd, Island view Drive.
4. Worked on Erosion at Rays Pond
5. Continued to remove equipment at Azalea Park and rough in the trail.
6. Trees canopied at Pryor Park
7. Monitored progress of Fire Hall Restrooms
8. Worked on request for proposals for Water and Sewer Operations and Maintenance.
9. Attended the Prebid meeting for Rays Pond.
10. Mapped out trails in Oak Tree Nature Park
11. Began working with a former Scout Family on an Eagle Scout Kiosk for Oak Tree that would feature a trails map.
12. Did research and report on options for Veterans Day Float
13. Crews attended Pipeline Class
14. Coordinated temporary easement for water Line repair off Bryn Athyn.
15. Interviewed and Hired Part Time and Full Time Park Maintenance Technicians and began advertisement for the Parks Superintendent.
16. Met with engineers on plans for Azalea and went over various issues with Springdale.
17. Met with Hurlburt on the Sewer Force Main Project to the County and spoke with them about the Hurlburt Ditch project.

Upcoming Project

1. Completion of crack sealing in Jo Anna LN/ Ruby Circle.
2. Finish roughing in Trail at Azalea and begin installing fabric and rock.
3. Continued patching with infrared asphalt heater which will remove joints around patches.
4. Finish new sidewalk on Brian Circle
5. Complete equipment removal at Azalea

Mary Esther Public Library

Report for Council

October 7, 2024

Circulation

	Circulation	Digital Circulation	Library Visits	Registered Users	Internet Use	Wireless Access
Aug-22	4137	1011	2735	2275	255	112
Sep-22	3915	887	2565	2288	244	91
Dec-22	3283	747	2280	2350	226	70
Jan-23	4218	852	2444	2300	256	101
Mar-23	3923	860	2723	2331	304	87
Apr-23	3483	866	2615	2366	270	56
May-23	3469	844	2663	2364	287	74
Jun-23	3925	895	2973	2379	241	81
Jul-23	4162	930	3236	2358	280	86
Aug-23	4133	998	2754	2377	282	72
Sep-23	3779	1023	2831	2393	277	62
Oct-23	3389	1315	3212	2404	103	103
Nov-23	3367	1249	2804		200	63
Dec-23	2404	1308	1795	2388	266	49
Jan-24	3920	1340	2215	2440	229	94
Feb-24	3368	1084	2559	2462	240	77
Mar-24	3697	1185	2772	2528	233	51
Apr-24	3231	973	2427	2568	222	48
May-24	3750	1060	2510	2607	242	60
Jun-24	3960	1138	2785	2644	285	94
Jul-24	3936	1145	2649	2681	300	117
Aug-24	3994	1058	2434	2683	238	138

Library Special Events

The library staff is gearing up for our annual **Trunk or Treat**. This year's event will take place on Saturday, October 19 from 2-4:00 p.m. The Friends of the Library are donating craft supplies and candy for this fun-packed day.

The Okaloosa County **League of Women Voters** came to the library on September 9 to provide information, answer questions and encourage voter registration.



The libraries are partnering with **Healthy Okaloosa** for **Pedestrian Safety Month**. This year's poster contest categories are elementary through high school, and homeschoolers. Posters may be submitted through October 4. Winning posters will be displayed in the Cooperative libraries.

Library Programs and Classes

The library is facilitating a **new evening program** the second Monday of each month at 5:30 p.m. **'Climate Conversations'** is a discussion group to explore topics of environmental concern and look at small but impactful ways to make a difference.

Youth Services facilitates the **'Mommy and Me Book Club'** on the third Monday of the month at 10:30. Parents and caregivers have an opportunity to discuss books and share, in an environment where the babies and toddlers can play and be safe.

The library hosts the neighborhood **Bunco Group** on the third Friday afternoon of the month at 1:00.

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

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

Baby Lapsit Storytime for ages 0-2 takes place three Wednesday mornings per month. **Pre-K Storytime** for ages 3-6 is on Thursday mornings.

The **‘Lego Club’** meets the third Saturday morning of each month.

Saturday Monthly Movie Matinees are the last Saturday afternoon per month.

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

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

OCPLC Governing Board

The last meeting of the year for the Governing Board will be Wednesday, **October 23, 2024** at 2:00 p.m. in Niceville. Cmb. Bernie Oder is Mary Esther’s Governing Board Representative.



Ocean City-Wright Fire Control District

September 23, 2024

TO: Honorable Mayor and Council Members, City of Mary Esther
RE: Monthly Report, Fire Department, August 20th, 2024 – September 20th, 2024

Mayor and Council Members,

We are in the process of upgrading our records management software (RMS) to a new platform. We use this software for nearly everything, including incident reporting, staffing, life safety inspections, equipment maintenance, etc. This move has been a heavy lift for our team, who have done a great job. The new platform will allow us more options for data collection and reporting. This transition will enhance our data management capabilities and improve our operational efficiency, ultimately benefiting the community we serve.

Additionally, we are excited to share we are getting more involved with the Florida Urban Search and Rescue (USAR) Task Force system. The Division of State Fire Marshalls Office has asked several agencies in the panhandle to provide personnel to Task Force 7, out of Tallahassee to increase their capability. This partnership will enhance our preparedness and response capabilities for emergencies, ensuring we can handle various incidents effectively.

Finally, we have begun meetings with the Insurance Services Office (ISO) in preparation for an upcoming evaluation in 2025. This proactive approach aims to enhance service delivery and maintain our commitment to the highest fire protection and safety standards. Our goal is to reduce our rating from a three to two, which we hope will have a positive impact on resident's insurance premiums.

During this reporting period, our Inspections Division has completed 17 annual inspections and nine re-inspections, completing all inspections scheduled for August and September 2024. Engine 11 responded to 75 calls for service.

We are dedicated to continuous improvement and collaboration with the City of Mary Esther, and we appreciate your ongoing support.

Respectfully,

A blue ink signature of Jeff Wagner, written in a cursive style.

Jeff Wagner, Fire Chief

233 RACETRACK RD, NE. FORT WALTON BEACH, FL 32547
(850)862-1185 (850)862-6224 FAX

COMMUNITY DEVELOPMENT DEPARTMENT
Monthly Activity Report

Reporting Period
August 21, 2024 – September 24, 2024

Code Enforcement

Activities			
Opened Cases	10	Inspection	1
Agency Assist	0	Consultations	6
Verbal Warning	1	Advisements On Codes to Citizens	3
Notice of violations	3	Courtesy Notice	7
Notice of Hearing	3	Closed Cases	3

Permitting

Permit Type	
Fence	1
Driveway	1
Commercial Sign	1
Accessory Structure	2
Tree Removal	1
Inspections	4

Development Review

Application Type	
Pre-Application	0
Rezone/FLUM	1
Variance	1
Subdivision	0
Site Plan	1
Conditional Use	0
Lot Split/Combination	0
Task Order	0

Staff attended the Florida Planning Conference in the first week of September and had the opportunity to learn about trends across the State, and network with other planners and consultants.

Staff is continuing to work with ECRC on the Comprehensive Plan Re-write. The kick off meeting was held on September 10, 2024 with department heads in attendance. Bi-monthly meetings have also occurred and will continue to occur per the scope.

Staff received an application for a Rezone and Future Land Use for 191 Miricle Strip, and the review process is underway.

Staff received a setback variance application for 5 Soundside Cove, and the review process is underway.

Staff is working on proposed regulations to allow for Accessory Dwelling Units and will present to council for feedback when the draft is complete.

Staff is working on finalizing the Code Compliance Handbook.

Staff met with Mears and Live Oak to discuss the progression of permits and to discuss damage caused to utilities, sidewalks, and private property on Sept. 19.

Staff presented two items to council for approval at the September 4th, LPA and CC meeting: The terms and conditions for the ECRC contract and the first reading for the Rezone/FLUM for Christobal Park. Both were approved.

City of Mary Esther
August 2024 Monthly Report



Prepared by:

Jacobs

September 23, 2024



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1. Executive Summary

1.1 Mary Esther O&M Team

We are fully staffed consisting of 9 full-time operations and maintenance technicians. The staff maintains the Florida Department Environmental Protection operator certification requirements for Water, Wastewater, Distribution, and Backflow Tester.

Table 1.0 Personal and Certification

O&M Team		
Name	Job Title	Certification
Randall Killian	Project Manager	Class C Wastewater License
Joshua Robinson	Operations Supervisor	Class C Wastewater License, Class C gDrinkin Water , and Backflow License Tester Certified Prevention
Paul Price	Lead Wastewater Operator	Class C Wastewater
Michael Bennett	Lead Water Operator	Class C Wastewater, Class C Drinking Water License, and Backflow Prevention Tester Certified
Matthew Moreau	Water Operator	Class C Drinking Water License
Michael Gaines	Water and Wastewater Operator	Class C Wastewater License and Class C Drinking Water License
Jeremy Bankston	Water Operator	Class C Drinking Water License and Backflow Prevention Teste Certified
Maxwell Boone	Distributions System Operator	Class 3 Distribution Systems Operator License

O&M Monthly Report

1.2 Special Projects

1.2.1 Well 1 Rehabilitation

The project began on May 1, 2023. Water Environmental was awarded the project and staff provided site orientation on May 6. The well was removed from service on May 15.

1.3 Safety

The team conducts weekly site-specific safety inspections and conducts weekly safety meetings. This month's safety topics included: PPE Types Evaluation, Hardhat Safety, and SDS review. The team is participating in the annual online confined space entry training. This month marks our new safety record **1,166 accident-free days**.

O&M Monthly Report

2. Operations

2.1 Water Production & Distribution

The system produced 13,778,000 million gallons (MG) of water this month with an average daily flow rate of 457,000 gallons per day. The monthly amount of water production is summarized and presented in Appendix A. The monthly regulatory reports were submitted on 09/06/2024 to FDEP.

2.1.1 Meter Reading

There are 2,111 meters to read during the month, this month 21 rereads were required. Our average meter reading accuracy is 98.9%.

Table 2.0 Meter Reading Monthly Summary

Meter Reading Monthly Summary

Month	Total Meters #	Meter Rereads #	Meter Reading Accuracy %
Aug '24	2,111	21	99.0
Jul '24	2,111	26	98.8
Jun '24	2,111	30	98.6
May '24	2,111	31	98.5
Apr '24	2,111	31	98.5
Mar '24	2,111	30	98.6
Feb '24	2,111	22	99.0
Jan '24	2,111	22	99.0
Dec '23	2,111	16	99.2
Nov '23	2,111	21	99.0
Oct '23	2,111	16	99.2
Sep '23	2,111	18	99.1
Average	2,111	24	98.9

2.2 Collections and Wastewater Treatment

During the month, all lift stations were inspected, cleaned, and if required residual grease was removed. During the month, the facility treated 17 million gallons (MG) of influent water with an average daily flow rate of .73 MGD. The Wastewater Treatment Plant (WWTP) discharge permit parameter limitations were

met throughout the month. The systems effluent discharge limitations and quality performance is presented in Appendix B. The monthly regulatory reports were submitted on 09/06/24.

O&M Monthly Report

2.2.1 Biosolids Management

During the month, drying beds 1-4 were used for dewatering the aerobically digested sludge. The biosolids removed from the beds contained 23% solids. This month, GreenSouth Solutions hauled approximately 2.4 tons of biosolids to be used for beneficial land application. The Biosolids Monthly Summary Report is presented in Appendix C.

**2.3
Water and Sewer Line Repairs**

There were no line repairs this month.

O&M Monthly Report

3. Maintenance

3.1 Preventive Maintenance

During the month, staff completed a total of 211 preventive workorders. The completed work order report is presented in Appendix D.

3.2 City Work Order Requests and Call Outs

There were 19 work order requests completed this month.

There were no call outs for this month.

3.3 Corrective Maintenance

3.3.1 Wastewater Plant 1

Wastewater Plant 1 is out of service and the equipment that is operational is being maintained and exercised. Design for rehabilitation project has been halted pending a county requested engineering study.

3.3.2 Spray Field Equipment

The motor for the vertical turbine pump #2 has been received. Shaft for pump #2 has been pulled and sent for repair. The replacement motor information is the following: Type KS, SN: KSFT277U027, Model Number: 5KS404DAJ6005D1.

The staff is preparing for the hay harvest. The harvest equipment has been inspected and is available for the cutting season.

3.4 Capital Improvement Projects (CIP)

3.4.1 Sewer Infiltration

The City purchased Sewer Manhole Infiltration protectors for an in-kind project related to a consent order, the infiltration protectors have been installed. 90% of the received materials have been installed at this time.

APPENDIX C

Biosolids Summary

Month	Drying Beds\Bed 1			Drying Beds\Bed 2			Drying Beds\Bed 3			Disposal
	Feed Sludge gpd	Cake Conc. %	Bed Sludge Dry Tons	Feed Sludge gpd	Cake Conc. %	Bed Sludge Dry Tons	Feed Sludge gpd	Cake Conc. %	Bed Sludge Dry Tons	Beneficial Use Dry Tons
Jul '24	14,120	12.0	0.71	10,590	12.0	0.53	7,060	12.0	0.35	1.6
Jun '24				10,590	16.8	0.74	12,355	16.8	0.86	1.6
May '24										
Apr '24	33,535	46.4	2.14	35,300	46.4	2.26	37,065	46.4	2.39	6.8
Mar '24	21,180	30.9	1.36	19,415	30.9	1.26	21,180	30.9	1.36	4.0
Feb '24										
Jan '24	14,120	20.7	1.22	15,885	20.7	1.37	14,120	20.7	1.22	3.8
Dec '23										
Nov '23	14,120	17.5	1.03	12,355	17.5	0.90	10,590	17.5	0.77	2.7
Oct '23	7,060	11.3	0.33	15,885	11.3	0.75				1.1
Sep '23	8,825	19.4	0.71	10,590	19.4	0.85				1.6
Aug '23	10,590	16.4	0.72	15,885	16.4	1.08	10,590	16.4	0.72	2.5
Jul '23	10,590	16.7	0.74	10,590	16.7	0.74				1.5
Annual Total	134,140	191.1	8.96	157,085	207.8	10.48	112,960	160.5	7.678	27.1
Annual Average	14,904	21.3	1.00	15,709	20.8	1.05	16,137	23.0	1.096	2.7

APPENDIX A

Water System Summary

Month	Well 1 Total Flow Gallons	Well 2 Total Flow Gallons	Well 3 Total Flow Gallons	Well 4 Total Flow Gallons	Total Water Production MGM	Average Daily Production MGD
Permit Limits					22.8	*0.62
Aug '24		639,000	3,322,000	10,456,000	14.4	0.465
Jul '24		559,000	5,750,000	7,174,000	13.5	0.449
Jun '24		0	5,726,000	7,976,000	13.7	0.457
May '24		0	7,552,000	6,567,000	14.1	0.455
Apr '24		0	6,126,000	5,803,000	510.6	17.021
Mar '24		0	4,329,000	7,536,000	11.9	0.396
Feb '24		0	2,853,000	8,708,000	11.6	0.399
Jan '24		0	3,095,000	9,905,000	13.0	0.433
Dec '23		0	2,839,000	9,136,000	11.9	0.397
Nov '23		0	3,156,000	8,369,000	11.5	0.384
Oct '23		0	4,592,000	7,960,000	12.6	0.405
Sep '23		0	5,425,000	7,582,000	13.0	0.434
Aug '23		0	5,612,000	8,273,000	13.7	0.455
Minimum		0	2,839,000	5,803,000	11.5	0.384
Maximum		639,000	7,552,000	10,456,000	510.6	17.021
Average		92,154	4,644,385	8,111,154	51.2	1.704
Annual Total		1,198,000	54,765,000	97,172,000	652	21.695

* Note - permit limit is annual average daily water production

APPENDIX B

Influent Monthly Summary

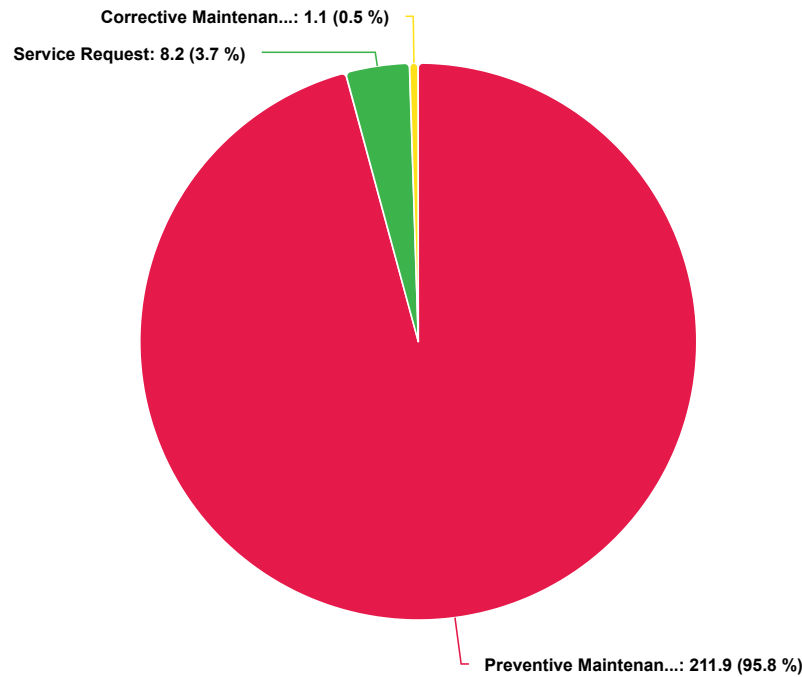
Month	Rainfall MGD	Flow Total MGD	Flow 3-Month Rolling Avg mg/L	CBOD Avg mg/L	CBOD Load lbs/day	TSS Avg mg/L	TSS Load lbs/day
Aug '24	1.6	17.137	0.730	259	1,195	171	783
Jul '24	12.3	22.403	0.732	291	1,561	170	889
Jun '24	8.4	23.000	0.680	250	1,525	178	1,113
May '24	15.4	24.364	0.578	323	2,039	155	994
Apr '24	6.6	16.203	0.545	360	1,576	231	1,029
Mar '24	8.0	16.863	0.538	374	1,906	202	1,001
Feb '24	3.2	15.460	0.519	274	1,234	193	875
Jan '24	6.3	17.454	0.467	220	999	145	662
Dec '23	5.5	16.111	0.427	243	1,135	213	992
Nov '23	3.3	11.882	0.424	325	1,027	256	813
Oct '23	1.0	12.253	0.446	304	972	213	682
Sep '23	3.3	14.123	0.459	297	1,176	235	931
Aug '23	5.0	13.464	0.451	272	1,005	217	798

APPENDIX C

Biosolids Summary

Month	Drying Beds\Bed 1			Drying Beds\Bed 2			Drying Beds\Bed 3			Disposal
	Feed Sludge gpd	Cake Conc. %	Bed Sludge Dry Tons	Feed Sludge gpd	Cake Conc. %	Bed Sludge Dry Tons	Feed Sludge gpd	Cake Conc. %	Bed Sludge Dry Tons	Beneficial Use Dry Tons
Aug '24	21,180	23.7	1.13	24,710	23.7	1.26				2.4
Jul '24	14,120	12.0	0.71	10,590	12.0	0.53	7,060	12.0	0.35	1.6
Jun '24				10,590	16.8	0.74	12,355	16.8	0.86	1.6
May '24										
Apr '24	33,535	46.4	2.14	35,300	46.4	2.26	37,065	46.4	2.39	6.8
Mar '24	21,180	30.9	1.36	19,415	30.9	1.26	21,180	30.9	1.36	4.0
Feb '24										
Jan '24	14,120	20.7	1.22	15,885	20.7	1.37	14,120	20.7	1.22	3.8
Dec '23										
Nov '23	14,120	17.5	1.03	12,355	17.5	0.90	10,590	17.5	0.77	2.7
Oct '23	7,060	11.3	0.33	15,885	11.3	0.75				1.1
Sep '23	8,825	19.4	0.71	10,590	19.4	0.85				1.6
Aug '23	10,590	16.4	0.72	15,885	16.4	1.08	10,590	16.4	0.72	2.5
Annual Total	144,730	198.0	9.35	171,205	214.8	11.00	112,960	160.5	7.678	28.0
Annual Average	16,081	22.0	1.04	17,121	21.5	1.10	16,137	23.0	1.096	2.8

Work Order Actual Hours by WO Type



Report Criteria

Complete Date is between '8/1/2024' AND '8/31/2024'
 Location / Asset is **Mary Esther (MAE)**
 Repair Center is **Mary Esther**

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
Corrective Maintenance from PM/PdM						
MAE-3925074	MAE-69016	LS #14 Hurlburt Field Site	Follow-up to Work Order #3919692 (Lift Station Weekly Inspection). Please see Task(s) for additional information.	Completed as requested.	8/27/2024	8/27/2024 7:21:00 AM
Corrective Maintenance from PM/PdM - 1 Total:						
Preventive Maintenance						
MAE-3895409	MAE-EQUIPMENT-268	Echo Weed Eater 2 of 2	Small Equipment Monthly Service	Completed as requested.	7/26/2024	8/2/2024 11:19:00 AM
MAE-3895410	MAE-GENERATOR-344	Honda 11 HP Generator	Small Equipment Monthly Service	Completed as requested.	7/26/2024	8/6/2024 1:27:00 PM
MAE-3895411	MAE-PUMP-TRASH-PORT-29	Koshin Portable Trash Pump 1 of 2	Small Equipment Monthly Service	Completed as requested.	7/26/2024	8/7/2024 1:51:00 PM
MAE-3895412	MAE-PUMP-TRASH-PORT-61	Honda Portable Trash Pump 1 of 2	Small Equipment Monthly Service	Completed as requested.	7/26/2024	8/7/2024 1:49:00 PM
MAE-3895413	MAE-PUMP-TRASH-PORT-30	Koshin Portable Trash Pump 2 of 2	Small Equipment Monthly Service	Completed as requested.	7/26/2024	8/7/2024 2:06:00 PM
MAE-3895414	MAE-WASHER-PRESSURE-23	DeWalt Pressure Washer	Small Equipment Monthly Service	Completed as requested.	7/26/2024	8/7/2024 2:07:00 PM
MAE-3895415	MAE-EQUIPMENT-270	Husqvarna Chainsaw	Small Equipment Monthly Service	Completed as requested.	7/26/2024	8/7/2024 2:08:00 PM
MAE-3895416	MAE-EQUIPMENT-280	Brute Force Air Compressor	Small Equipment Monthly Service	Completed as requested.	7/26/2024	8/7/2024 2:09:00 PM
MAE-3895417	MAE-EQUIPMENT-271	Poulan Chainsaw 1 of 3	Small Equipment Monthly Service	Completed as requested.	7/26/2024	8/7/2024 2:09:00 PM
MAE-3895418	MAE-EQUIPMENT-272	Poulan Chainsaw 2 of 3	Small Equipment Monthly Service	Completed as requested.	7/26/2024	8/7/2024 2:10:00 PM
MAE-3895419	MAE-EQUIPMENT-269	Stihl Backpack Leaf Blower	Small Equipment Monthly Service	Completed as requested.	7/26/2024	8/7/2024 2:11:00 PM
MAE-3895420	MAE-EQUIPMENT-275	Stihl Hedge Trimmer	Small Equipment Monthly Service	Completed as requested.	7/26/2024	8/7/2024 2:12:00 PM

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
MAE-3895421	MAE-EQUIPMENT-285	Stihl Pole Saw	Small Equipment Monthly Service	Completed as requested.	7/26/2024	8/7/2024 2:12:00 PM
MAE-3899016	MAE-93401	Husky Shop Air Compressor	Air Compressor Monthly Inspection	Completed as requested.	8/2/2024	8/8/2024 3:04:00 PM
MAE-3899017	MAE-93301	Campbell Hausfeld Air Compressor	Air Compressor Monthly Inspection	Completed as requested.	8/2/2024	8/9/2024 11:55:00 AM
MAE-3899019	MAE-52101	DIGESTER POLYMASTER	Polyblend unit monthly inspection	Completed as requested.	8/2/2024	8/8/2024 3:03:00 PM
MAE-3899075	MAE-LAWN-MOWER-153	Bobcat Zero Turn Mower	Monthly Mower Inspection	Completed as requested.	8/2/2024	8/8/2024 3:02:00 PM
MAE-3899076	MAE-LAWN-MOWER-154	Craftsman Push Mower	Monthly Mower Inspection	Completed as requested.	8/2/2024	8/8/2024 3:05:00 PM
MAE-3899077	MAE-LAWN-MOWER-152	Farris Zero Turn Mower	Monthly Mower Inspection	Completed as requested.	8/2/2024	8/9/2024 11:56:00 AM
MAE-3901627	MAE-31517	DIGESTER BLOWER MOTOR #1	Semi-Annual Digestor Blower Motor Lubrication	Completed as requested.	8/1/2024	8/8/2024 2:27:00 PM
MAE-3901628	MAE-31518	DIGESTER BLOWER MOTOR #2	Semi-Annual Digestor Blower Motor Lubrication	Completed as requested.	8/1/2024	8/8/2024 2:40:00 PM
MAE-3901629	MAE-31519	DIGESTER BLOWER MOTOR #3	Semi-Annual Digestor Blower Motor Lubrication	Completed as requested.	8/1/2024	8/8/2024 2:45:00 PM
MAE-3901997	MAE-02604-2	Well #1 Chlorine Leak Detector	Chlorine Leak Detector Monthly Inspection	Completed as requested.	8/8/2024	8/9/2024 12:36:00 PM
MAE-3901998	MAE-02605	Well #3 Chlorine Leak Detector	Chlorine Leak Detector Monthly Inspection	Completed as requested.	8/8/2024	8/9/2024 12:39:00 PM
MAE-3901999	MAE-02607	Well #4 Chlorine Leak Detector	Chlorine Leak Detector Monthly Inspection	Completed as requested.	8/8/2024	8/9/2024 12:41:00 PM
MAE-3902832	MAE-59002	SCREENING CONVEYOR	Grit Auger Monthly Inspection	Completed as requested.	8/9/2024	8/9/2024 1:06:00 PM
MAE-3903466	MAE-02601	Main Plant CL2 Leak Detector	Chlorine Leak Detector Monthly Inspection	Completed as requested.	8/12/2024	8/12/2024 2:02:00 PM
MAE-3903467	MAE-22402	PRIMARY DIGESTER DECANT PUMP	Monthly Decant Pump Inspection	Completed as requested.	8/12/2024	8/12/2024 2:00:00 PM
MAE-3903980	MAE-62203	Oxidation Ditch 2 Rotor 1	Ox. Ditch Rotor Monthly Inspection	Completed as requested.	7/29/2024	8/7/2024 2:37:00 PM
MAE-3903981	MAE-62204	Oxidation Ditch 2 Rotor 2	Ox. Ditch Rotor Monthly Inspection	Completed as requested.	7/29/2024	8/8/2024 11:50:00 AM
MAE-3903982	MAE-62205	Oxidation Ditch 3 Rotor 1	Ox. Ditch Rotor Monthly Inspection	Completed as requested.	7/29/2024	8/8/2024 11:56:00 AM
MAE-3903983	MAE-62206	Oxidation Ditch 3 Rotor 2	Ox. Ditch Rotor Monthly Inspection	Completed as requested.	7/29/2024	8/8/2024 11:57:00 AM
MAE-3903984	MAE-14104	LS #10 GENERATOR	Generator Monthly inspection	Completed as requested.	7/29/2024	8/7/2024 2:34:00 PM
MAE-3903985	MAE-GENERATOR-EM-459	Doosan Portable Generator	Generator Monthly inspection	Completed as requested.	7/29/2024	8/7/2024 2:39:00 PM
MAE-3903986	MAE-14101	Main Plant Generator	Generator Monthly inspection	Completed as requested.	7/29/2024	8/8/2024 12:01:00 PM
MAE-3903988	MAE-21504	LS #14 PUMP #1	Vertical Pump Monthly Inspection	Completed as requested.	7/29/2024	8/7/2024 2:30:00 PM
MAE-3903989	MAE-21505	LS #14 PUMP #2	Vertical Pump Monthly Inspection	Completed as requested.	7/29/2024	8/8/2024 11:48:00 AM
MAE-3903990	MAE-21502	EFFLUENT PUMP #2	Vertical Pump Monthly Inspection	Completed as requested.	7/29/2024	8/8/2024 12:03:00 PM
MAE-3903991	MAE-21503	EFFLUENT PUMP #3	Vertical Pump Monthly Inspection	Completed as requested.	7/29/2024	8/8/2024 12:04:00 PM
MAE-3904543	MAE-HYDRANTS-F-10764	Soundview Landing 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	7/29/2024	8/7/2024 2:26:00 PM
MAE-3905571	MAE-42213	#3 CLARIFIER GEARBOX	Clarifier Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 12:36:00 PM
MAE-3905572	MAE-WWTP	Mary Esther Wastewater Treatment Plant	Monthly Emergency Light and Exit Sign Inspection	Completed as requested.	8/1/2024	8/8/2024 2:46:00 PM
MAE-3905573	MAE-WTP	Mary Esther Water System	Monthly Emergency Light and Exit Sign Inspection	Completed as requested.	8/1/2024	8/8/2024 2:54:00 PM
MAE-3905574	MAE-LS	Mary Esther Lift Stations	Monthly Emergency Light and Exit Sign Inspection	Completed as requested.	8/1/2024	8/8/2024 3:01:00 PM
MAE-3905575	MAE-LS	Mary Esther Lift Stations	Fire Extinguisher Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 12:08:00 PM
MAE-3905576	MAE-SPRAYFIELD	Mary Esther Sprayfield	Fire Extinguisher Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 12:10:00 PM
MAE-3905577	MAE-WWTP	Mary Esther Wastewater Treatment Plant	Fire Extinguisher Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 12:12:00 PM

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
MAE-3905578	MAE-WTP	Mary Esther Water System	Fire Extinguisher Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 12:20:00 PM
MAE-3905579	MAE-20003	#2 DITCH RAS PUMP #1	Monthly RAS Pump Inspection	Completed as requested.	8/1/2024	8/8/2024 2:22:00 PM
MAE-3905580	MAE-20004	#2 DITCH RAS PUMP #2	Monthly RAS Pump Inspection	Completed as requested.	8/1/2024	8/8/2024 2:39:00 PM
MAE-3905581	MAE-03106	Effluent Auto-Sampler	Sampler Monthly Maintenance	Completed as requested.	8/1/2024	8/8/2024 12:05:00 PM
MAE-3905582	MAE-03105	Influent Auto-Sampler	Sampler Monthly Maintenance	Completed as requested.	8/1/2024	8/8/2024 12:21:00 PM
MAE-3905583	MAE-20603	Well #1 HS Pump #3	Plant High Service Pump Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 12:35:00 PM
MAE-3905584	MAE-20604	Well #3 HS Pump #1	Plant High Service Pump Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 2:01:00 PM
MAE-3905585	MAE-20605	Well #3 HS Pump #2	Plant High Service Pump Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 2:04:00 PM
MAE-3905586	MAE-91306	LS #10 Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 12:32:00 PM
MAE-3905587	MAE-02604-1	Well #1 CL2 Room Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 12:44:00 PM
MAE-3905588	MAE-91303	Well #3 CL2 Room Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 12:48:00 PM
MAE-3905589	MAE-91307	Well #3 Pump Room Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 2:03:00 PM
MAE-3905590	MAE-91304	Well #4 CL2 Room Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 2:14:00 PM
MAE-3905591	MAE-91301	CL2 Room Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 2:17:00 PM
MAE-3905592	MAE-91308	Digester Building Upper Level Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 2:19:00 PM
MAE-3905593	MAE-71903	LS #10 GENERATOR FUEL TANK	Monthly Fuel Tank Inspection	Completed as requested.	8/1/2024	8/8/2024 12:30:00 PM
MAE-3905594	MAE-71905	LS #14 DIESEL FUEL DAY TANK	Monthly Fuel Tank Inspection	Completed as requested.	8/1/2024	8/8/2024 12:39:00 PM
MAE-3905595	MAE-71904	LS #14 DIESEL FUEL STORAGE TANK	Monthly Fuel Tank Inspection	Completed as requested.	8/1/2024	8/8/2024 12:43:00 PM
MAE-3905596	MAE-71906	WELL #1 GAS STORAGE TANK	Monthly Fuel Tank Inspection	Completed as requested.	8/1/2024	8/8/2024 12:47:00 PM
MAE-3905597	MAE-71908	WELL #3 FUEL STORAGE TANK	Monthly Fuel Tank Inspection	Completed as requested.	8/1/2024	8/8/2024 2:02:00 PM
MAE-3905598	MAE-71907	WELL #2 FUEL STORAGE TANK	Monthly Fuel Tank Inspection	Completed as requested.	8/1/2024	8/8/2024 2:12:00 PM
MAE-3905599	MAE-71901	DIESEL FUEL STORAGE TANK	Monthly Fuel Tank Inspection	Completed as requested.	8/1/2024	8/8/2024 2:15:00 PM
MAE-3905600	MAE-71902	GENERATOR DAY TANK	Monthly Fuel Tank Inspection	Completed as requested.	8/1/2024	8/8/2024 2:18:00 PM
MAE-3905601	MAE-20501	Well #4 Chlorine Booster Pump	Booster Pump Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 12:25:00 PM
MAE-3905602	MAE-20008	CL2 Sample Pump	Monthly Small Centrifugal Pump Inspection	Completed as requested.	8/1/2024	8/8/2024 12:23:00 PM
MAE-3905603	MAE-20014	Digester Transfer/Recirculation Pump	Monthly Small Centrifugal Pump Inspection	Completed as requested.	8/1/2024	8/8/2024 12:38:00 PM
MAE-3905604	MAE-20009	Plant Reuse Water Pump	Monthly Small Centrifugal Pump Inspection	Completed as requested.	8/1/2024	8/8/2024 12:46:00 PM
MAE-3905605	MAE-38102	LS #14 Diesel Engine #1	Backup Engine Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 2:21:00 PM
MAE-3905606	MAE-20601-2	Well #1 HS Pump #1 Engine	Backup Engine Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 2:38:00 PM
MAE-3905607	MAE-38101	Well #2 Pump Engine	Backup Engine Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 2:42:00 PM
MAE-3906100	MAE-60699	Concrete Saw	Monthly Concrete Saw Inspection	Completed as requested.	8/8/2024	8/9/2024 12:44:00 PM
MAE-3906434	MAE-69018	WELL #1 SITE	Wellsite Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 12:22:00 PM
MAE-3906435	MAE-69019	WELL #2 SITE	Wellsite Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 12:38:00 PM
MAE-3906436	MAE-69020	WELL #3 SITE	Wellsite Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 12:42:00 PM
MAE-3906437	MAE-69021	WELL #4 SITE	Wellsite Monthly Inspection	Completed as requested.	8/1/2024	8/8/2024 12:45:00 PM

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
MAE-3907012	MAE-SAFETY-HYDRANTS-F-7191	191 E Miracle Strip Pkwy 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	7/29/2024	8/7/2024 2:22:00 PM
MAE-3907013	MAE-SAFETY-HYDRANTS-F-7192	Point Comfort 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	7/29/2024	8/7/2024 2:40:00 PM
MAE-3907476	MAE-6" Bypass Pump-5	6" Bypass Pump	Generator Monthly inspection	Completed as requested.	8/5/2024	8/9/2024 12:06:00 PM
MAE-3907477	MAE-69003	LS #1 SITE	Lift Station Weekly Inspection	Failed to Complete as Scheduled	8/2/2024	8/7/2024 1:33:00 PM
MAE-3907478	MAE-69004	LS #2 SITE	Lift Station Weekly Inspection	Failed to Complete as Scheduled	8/2/2024	8/8/2024 12:30:00 PM
MAE-3907479	MAE-69005	LS #3 SITE	Lift Station Weekly Inspection	Failed to Complete as Scheduled	8/2/2024	8/8/2024 1:49:00 PM
MAE-3907480	MAE-69006	LS #4 SITE	Lift Station Weekly Inspection	Failed to Complete as Scheduled	8/2/2024	8/8/2024 1:49:00 PM
MAE-3907481	MAE-69007	LS #5 SITE	Lift Station Weekly Inspection	Failed to Complete as Scheduled	8/2/2024	8/9/2024 7:58:00 AM
MAE-3907482	MAE-69008	LS #6 SITE	Lift Station Weekly Inspection	Failed to Complete as Scheduled	8/2/2024	8/9/2024 7:58:00 AM
MAE-3907483	MAE-69009	LS #7 SITE	Lift Station Weekly Inspection	Failed to Complete as Scheduled	8/2/2024	8/9/2024 7:58:00 AM
MAE-3907484	MAE-69010	LS #8 SITE	Lift Station Weekly Inspection	Failed to Complete as Scheduled	8/2/2024	8/9/2024 7:58:00 AM
MAE-3907485	MAE-69011	LS #9 SITE	Lift Station Weekly Inspection	Failed to Complete as Scheduled	8/2/2024	8/9/2024 7:58:00 AM
MAE-3907486	MAE-69012	LS #10 SITE	Lift Station Weekly Inspection	Failed to Complete as Scheduled	8/2/2024	8/9/2024 8:48:00 AM
MAE-3907487	MAE-69013	LS #11 SITE	Lift Station Weekly Inspection	Failed to Complete as Scheduled	8/2/2024	8/9/2024 8:48:00 AM
MAE-3907488	MAE-69014	LS #12 SITE	Lift Station Weekly Inspection	Failed to Complete as Scheduled	8/2/2024	8/9/2024 8:48:00 AM
MAE-3907489	MAE-69023	LS #13 SITE	Lift Station Weekly Inspection	Failed to Complete as Scheduled	8/2/2024	8/9/2024 8:48:00 AM
MAE-3907490	MAE-69016	LS #14 Hurlburt Field Site	Lift Station Weekly Inspection	Failed to Complete as Scheduled	8/2/2024	8/9/2024 8:48:00 AM
MAE-3907990	MAE-95801	Break Room First Aid Kit	Monthly First-Aid Kit Inspection	Completed as requested.	8/5/2024	8/9/2024 12:07:00 PM
MAE-3907991	MAE-95802	Well #1 First Aid Kit	Monthly First-Aid Kit Inspection	Completed as requested.	8/5/2024	8/9/2024 12:08:00 PM
MAE-3907992	MAE-69020	WELL #3 SITE	Monthly First-Aid Kit Inspection	Completed as requested.	8/5/2024	8/9/2024 12:23:00 PM
MAE-3907993	MAE-69021	WELL #4 SITE	Monthly First-Aid Kit Inspection	Completed as requested.	8/5/2024	8/9/2024 12:27:00 PM
MAE-3908556	MAE-00109	Calle Rio 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	8/5/2024	8/9/2024 11:57:00 AM
MAE-3909177	MAE-EQUIPMENT-293	Fuel Trailer Electric	Monthly Fuel Tank Inspection	Completed as requested.	8/6/2024	8/9/2024 12:28:00 PM
MAE-3909178	MAE-EQUIPMENT-294	Fuel Trailer Flat	Monthly Fuel Tank Inspection	Completed as requested.	8/6/2024	8/9/2024 12:32:00 PM
MAE-3909746	MAE-92301	JOHN DEERE TRACTOR	Annual Tractor Inspection	Completed as requested.	8/21/2024	8/22/2024 9:42:00 AM
MAE-3909747	MAE-92302	FORD 7740 TRACTOR (1992)	Monthly Tractor Inspection	Completed as requested.	8/21/2024	8/22/2024 9:45:00 AM
MAE-3909748	MAE-92304	Massey Ferguson 283 Tractor	Monthly Tractor Inspection	Completed as requested.	8/21/2024	8/22/2024 9:45:00 AM
MAE-3909749	MAE-92306	Massey Ferguson 4243 Tractor	Monthly Tractor Inspection	Completed as requested.	8/21/2024	8/22/2024 9:46:00 AM
MAE-3909750	MAE-92305	Massey Ferguson 5445 Tractor	Monthly Tractor Inspection	Completed as requested.	8/21/2024	8/22/2024 9:48:00 AM
MAE-3914643	MAE-40101	LS #14 RIGHT ANGLE DRIVE #1	Angle Drive Monthly Inspection	Completed as requested.	8/9/2024	8/9/2024 1:05:00 PM
MAE-3914644	MAE-40103	Well #2 Well Pump Right Angle Drive	Angle Drive Monthly Inspection	Completed as requested.	8/9/2024	8/9/2024 1:18:00 PM
MAE-3914645	MAE-95401	Well #4 SCBA	SCBA Monthly Inspection	Completed as requested.	8/9/2024	8/9/2024 1:51:00 PM
MAE-3915419	MAE-JETTER-USJETTING	HIGH-PRESSURE JETTER	Generator 3-Year inspection	Completed as requested.	8/12/2024	8/12/2024 1:56:00 PM
MAE-3915420	MAE-69003	LS #1 SITE	Lift Station Weekly Inspection	Completed as requested.	8/9/2024	8/9/2024 1:03:00 PM
MAE-3915421	MAE-69004	LS #2 SITE	Lift Station Weekly Inspection	Completed as requested.	8/9/2024	8/9/2024 1:11:00 PM

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
MAE-3915422	MAE-69005	LS #3 SITE	Lift Station Weekly Inspection	Completed as requested.	8/9/2024	8/9/2024 1:14:00 PM
MAE-3915423	MAE-69006	LS #4 SITE	Lift Station Weekly Inspection	Completed as requested.	8/9/2024	8/9/2024 1:26:00 PM
MAE-3915424	MAE-69007	LS #5 SITE	Lift Station Weekly Inspection	Completed as requested.	8/9/2024	8/9/2024 1:34:00 PM
MAE-3915425	MAE-69008	LS #6 SITE	Lift Station Weekly Inspection	Completed as requested.	8/9/2024	8/9/2024 1:36:00 PM
MAE-3915426	MAE-69009	LS #7 SITE	Lift Station Weekly Inspection	Completed as requested.	8/9/2024	8/9/2024 1:37:00 PM
MAE-3915427	MAE-69010	LS #8 SITE	Lift Station Weekly Inspection	Completed as requested.	8/9/2024	8/9/2024 1:38:00 PM
MAE-3915428	MAE-69011	LS #9 SITE	Lift Station Weekly Inspection	Completed as requested.	8/9/2024	8/9/2024 1:40:00 PM
MAE-3915429	MAE-69012	LS #10 SITE	Lift Station Weekly Inspection	Completed as requested.	8/9/2024	8/9/2024 1:42:00 PM
MAE-3915430	MAE-69013	LS #11 SITE	Lift Station Weekly Inspection	Completed as requested.	8/9/2024	8/9/2024 1:43:00 PM
MAE-3915431	MAE-69014	LS #12 SITE	Lift Station Weekly Inspection	Completed as requested.	8/9/2024	8/9/2024 1:44:00 PM
MAE-3915432	MAE-69023	LS #13 SITE	Lift Station Weekly Inspection	Completed as requested.	8/9/2024	8/9/2024 1:46:00 PM
MAE-3915433	MAE-69016	LS #14 Hurlburt Field Site	Lift Station Weekly Inspection	Completed as requested.	8/9/2024	8/9/2024 1:47:00 PM
MAE-3915438	MAE-92506	Hay Rake	Monthly Hay Rake Service	Completed as requested.	8/9/2024	8/9/2024 1:50:00 PM
MAE-3915439	MAE-92505	Hay Cutter	Monthly Hay Cutter Service	Completed as requested.	8/9/2024	8/9/2024 12:55:00 PM
MAE-3915440	MAE-92501	Bush Hog 5' Mower	Monthly Mower Service	Completed as requested.	8/9/2024	8/9/2024 12:53:00 PM
MAE-3916558	MAE-21506	LS #14 PUMP #3	Vertical Pump Monthly Inspection	Completed as requested.	8/12/2024	8/12/2024 1:53:00 PM
MAE-3916728	MAE-00103	Caswell Circle 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	8/12/2024	8/12/2024 1:51:00 PM
MAE-3917714	MAE-93307	Onan Emergency Generator Wellsite 4	Generator Semi-Annual inspection	Completed as requested.	8/14/2024	8/15/2024 8:44:00 AM
MAE-3918124	MAE-92504	Vermeer 504 Bailer	Monthly Bailer Service	Completed as requested.	8/14/2024	8/15/2024 8:43:00 AM
MAE-3918125	MAE-GRNDEQ-HAY-10	Woods 720 Bush Hog 6' Mower	Annual Mower Service	Completed as requested.	8/14/2024	8/15/2024 8:42:00 AM
MAE-3919187	MAE-26203	DIGESTER BLOWER #1	Monthly Digester Blower Service	Completed as requested.	8/16/2024	8/20/2024 2:24:00 PM
MAE-3919188	MAE-26204	DIGESTER BLOWER #2	Monthly Digester Blower Service	Completed as requested.	8/16/2024	8/20/2024 2:27:00 PM
MAE-3919189	MAE-26205	DIGESTER BLOWER #3	Monthly Digester Blower Service	Completed as requested.	8/16/2024	8/20/2024 2:28:00 PM
MAE-3919190	MAE-21511	Well #2 Well Pump	Vertical Pump Monthly Inspection	Completed as requested.	8/15/2024	8/15/2024 2:12:00 PM
MAE-3919191	MAE-21512	Well #3 Well Pump	Vertical Pump Monthly Inspection	Completed as requested.	8/15/2024	8/15/2024 2:13:00 PM
MAE-3919192	MAE-21513	Well #4 Well Pump	Vertical Pump Monthly Inspection	Completed as requested.	8/15/2024	8/15/2024 2:14:00 PM
MAE-3919194	MAE-21507	Sprayfield Pump #1	Vertical Pump Monthly Inspection	Completed as requested.	8/15/2024	8/15/2024 2:11:00 PM
MAE-3919195	MAE-14103	PORTABLE GENERATOR COLEMAN	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 12:21:00 PM
MAE-3919196	MAE-93312	EDCO STREET SAW	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 12:36:00 PM
MAE-3919197	MAE-93203	GR BLUE PORTABLE CENTRIGUGAL PUMP	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 12:45:00 PM
MAE-3919198	MAE-93311	STIHL CHOP SAW	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 12:50:00 PM
MAE-3919199	MAE-EQUIPMENT-276	Echo Hedge Trimmer	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 12:51:00 PM
MAE-3919200	MAE-EQUIPMENT-267	Echo Weed Eater 1 of 2	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 12:54:00 PM
MAE-3919201	MAE-EQUIPMENT-268	Echo Weed Eater 2 of 2	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 1:04:00 PM
MAE-3919202	MAE-GENERATOR-344	Honda 11 HP Generator	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 1:06:00 PM

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
MAE-3919203	MAE-PUMP-TRASH-PORT-29	Koshin Portable Trash Pump 1 of 2	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 1:09:00 PM
MAE-3919204	MAE-PUMP-TRASH-PORT-61	Honda Portable Trash Pump 1 of 2	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 1:08:00 PM
MAE-3919205	MAE-PUMP-TRASH-PORT-30	Koshin Portable Trash Pump 2 of 2	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 1:13:00 PM
MAE-3919206	MAE-WASHER-PRESSURE-23	DeWalt Pressure Washer	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 1:14:00 PM
MAE-3919207	MAE-EQUIPMENT-270	Husqvarna Chainsaw	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 1:14:00 PM
MAE-3919208	MAE-EQUIPMENT-280	Brute Force Air Compressor	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 1:15:00 PM
MAE-3919209	MAE-EQUIPMENT-271	Poulan Chainsaw 1 of 3	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 1:16:00 PM
MAE-3919210	MAE-EQUIPMENT-272	Poulan Chainsaw 2 of 3	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 1:17:00 PM
MAE-3919211	MAE-EQUIPMENT-269	Stihl Backpack Leaf Blower	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 1:17:00 PM
MAE-3919212	MAE-EQUIPMENT-275	Stihl Hedge Trimmer	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 1:18:00 PM
MAE-3919213	MAE-EQUIPMENT-285	Stihl Pole Saw	Small Equipment Monthly Service	Completed as requested.	8/30/2024	8/29/2024 1:19:00 PM
MAE-3919443	MAE-SAFETY-HYDRANTS-F-7191	191 E Miracle Strip Pkwy 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	8/12/2024	8/12/2024 1:49:00 PM
MAE-3919444	MAE-SAFETY-HYDRANTS-F-7192	Point Comfort 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	8/12/2024	8/12/2024 2:03:00 PM
MAE-3919679	MAE-69003	LS #1 SITE	Lift Station Weekly Inspection	Completed as requested.	8/16/2024	8/20/2024 12:01:00 PM
MAE-3919680	MAE-69004	LS #2 SITE	Lift Station Weekly Inspection	Completed as requested.	8/16/2024	8/20/2024 12:04:00 PM
MAE-3919681	MAE-69005	LS #3 SITE	Lift Station Weekly Inspection	Completed as requested.	8/16/2024	8/20/2024 12:08:00 PM
MAE-3919682	MAE-69006	LS #4 SITE	Lift Station Weekly Inspection	Completed as requested.	8/16/2024	8/20/2024 12:12:00 PM
MAE-3919683	MAE-69007	LS #5 SITE	Lift Station Weekly Inspection	Completed as requested.	8/16/2024	8/20/2024 12:29:00 PM
MAE-3919684	MAE-69008	LS #6 SITE	Lift Station Weekly Inspection	Completed as requested.	8/16/2024	8/20/2024 1:55:00 PM
MAE-3919685	MAE-69009	LS #7 SITE	Lift Station Weekly Inspection	Completed as requested.	8/16/2024	8/20/2024 1:56:00 PM
MAE-3919686	MAE-69010	LS #8 SITE	Lift Station Weekly Inspection	Completed as requested.	8/16/2024	8/20/2024 2:00:00 PM
MAE-3919687	MAE-69011	LS #9 SITE	Lift Station Weekly Inspection	Completed as requested.	8/16/2024	8/20/2024 2:01:00 PM
MAE-3919688	MAE-69012	LS #10 SITE	Lift Station Weekly Inspection	Completed as requested.	8/16/2024	8/20/2024 2:02:00 PM
MAE-3919689	MAE-69013	LS #11 SITE	Lift Station Weekly Inspection	Completed as requested.	8/16/2024	8/20/2024 2:04:00 PM
MAE-3919690	MAE-69014	LS #12 SITE	Lift Station Weekly Inspection	Completed as requested.	8/16/2024	8/20/2024 2:08:00 PM
MAE-3919691	MAE-69023	LS #13 SITE	Lift Station Weekly Inspection	Completed as requested.	8/16/2024	8/20/2024 2:10:00 PM
MAE-3919692	MAE-69016	LS #14 Hurlburt Field Site	Lift Station Weekly Inspection	Completed as requested.	8/16/2024	8/20/2024 2:13:00 PM
MAE-3920285	MAE-95302	Well #3 Safety Shower/Eyewash Station	Eyewash/Safety Shower Monthly Inspection	Completed as requested.	8/19/2024	8/22/2024 9:02:00 AM
MAE-3920286	MAE-95301	Main Plant Safety Shower/Eyewash Station	Eyewash/Safety Shower Monthly Inspection	Completed as requested.	8/19/2024	8/22/2024 9:26:00 AM
MAE-3920287	MAE-95303	Well #4 Safety Shower/Eyewash Station	Eyewash/Safety Shower Monthly Inspection	Completed as requested.	8/19/2024	8/22/2024 9:40:00 AM
MAE-3920288	MAE-56001	BARSCREEN #1	Influent Screen Monthly Inspection	Completed as requested.	8/19/2024	8/20/2024 2:32:00 PM
MAE-3920289	MAE-56002	BARSCREEN #2	Influent Screen Monthly Inspection	Completed as requested.	8/19/2024	8/20/2024 2:33:00 PM
MAE-3920291	MAE-WWTP	Mary Esther Wastewater Treatment Plant	Monthly Site Inspection	Completed as requested.	8/19/2024	8/20/2024 2:29:00 PM
MAE-3920292	MAE-GRNDEQ-HAY-9	Heston 4570 Square Bailer	Annual Bailer Service	Completed as requested.	8/19/2024	8/20/2024 2:32:00 PM
MAE-3920826	MAE-00106	Cedar Bluff 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	8/19/2024	8/20/2024 2:31:00 PM

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
MAE-3921060	MAE-VEHICLES-MINIEX-18	Mini-ex	Monthly Vehicle Inspection	Completed as requested.	8/19/2024	8/20/2024 2:45:00 PM
MAE-3921061	MAE-VEHICLES-TRUCK-LT-370	CD5 2018 FORD F-150	Monthly Vehicle Inspection	Completed as requested.	8/19/2024	8/22/2024 9:20:00 AM
MAE-3921062	MAE-VEHICLES-TRUCK-LT-371	CD2 2018 FORD F-150	Monthly Vehicle Inspection	Completed as requested.	8/19/2024	8/22/2024 9:13:00 AM
MAE-3921063	MAE-VEHICLES-TRUCK-LT-372	CD3 2018 FORD F-150	Monthly Vehicle Inspection	Completed as requested.	8/19/2024	8/22/2024 9:12:00 AM
MAE-3921064	MAE-VEHICLES-TRUCK-LT-373	CD4 2018 FORD F-150	Monthly Vehicle Inspection	Completed as requested.	8/19/2024	8/22/2024 9:11:00 AM
MAE-3921065	MAE-VEHICLES-TRUCK-LT-374	CD6 2018 FORD F-150 4X4	Monthly Vehicle Inspection	Completed as requested.	8/19/2024	8/22/2024 9:11:00 AM
MAE-3921066	MAE-VEHICLES-TRUCK-LT-375	CD7 2017 FORD F-250	Monthly Vehicle Inspection	Completed as requested.	8/19/2024	8/22/2024 9:10:00 AM
MAE-3921067	MAE-VEHICLES-TRUCK-LT-376	CD8 2017 FORD F-350 4X4 CRANE TRUCK	Monthly Vehicle Inspection	Completed as requested.	8/19/2024	8/22/2024 9:09:00 AM
MAE-3921068	MAE-VEHICLES-TRUCK-LT-377	WT1 2009 FORD F-150	Monthly Vehicle Inspection	Completed as requested.	8/19/2024	8/22/2024 9:07:00 AM
MAE-3921706	MAE-95402	WWTP SCBA	SCBA Monthly Inspection	Completed as requested.	8/22/2024	8/22/2024 9:54:00 AM
MAE-3923352	MAE-69003	LS #1 SITE	Lift Station Monthly Inspection	Completed as requested.	8/23/2024	8/26/2024 1:05:00 PM
MAE-3923353	MAE-69004	LS #2 SITE	Lift Station Monthly Inspection	Completed as requested.	8/23/2024	8/26/2024 1:15:00 PM
MAE-3923354	MAE-69005	LS #3 SITE	Lift Station Monthly Inspection	Completed as requested.	8/23/2024	8/26/2024 1:22:00 PM
MAE-3923355	MAE-69006	LS #4 SITE	Lift Station Monthly Inspection	Completed as requested.	8/23/2024	8/26/2024 1:27:00 PM
MAE-3923356	MAE-69007	LS #5 SITE	Lift Station Monthly Inspection	Completed as requested.	8/23/2024	8/26/2024 1:32:00 PM
MAE-3923357	MAE-69008	LS #6 SITE	Lift Station Monthly Inspection	Completed as requested.	8/23/2024	8/26/2024 1:41:00 PM
MAE-3923358	MAE-69009	LS #7 SITE	Lift Station Monthly Inspection	Completed as requested.	8/23/2024	8/26/2024 1:43:00 PM
MAE-3923359	MAE-69010	LS #8 SITE	Lift Station Monthly Inspection	Completed as requested.	8/23/2024	8/26/2024 1:44:00 PM
MAE-3923360	MAE-69011	LS #9 SITE	Lift Station Monthly Inspection	Completed as requested.	8/23/2024	8/26/2024 1:46:00 PM
MAE-3923361	MAE-69012	LS #10 SITE	Lift Station Monthly Inspection	Completed as requested.	8/23/2024	8/26/2024 1:47:00 PM
MAE-3923362	MAE-69013	LS #11 SITE	Lift Station Monthly Inspection	Completed as requested.	8/23/2024	8/26/2024 1:54:00 PM
MAE-3923363	MAE-69014	LS #12 SITE	Lift Station Monthly Inspection	Completed as requested.	8/23/2024	8/26/2024 1:58:00 PM
MAE-3923364	MAE-69023	LS #13 SITE	Lift Station Monthly Inspection	Completed as requested.	8/23/2024	8/26/2024 2:01:00 PM
MAE-3923365	MAE-69016	LS #14 Hurlburt Field Site	Lift Station Monthly Inspection	Completed as requested.	8/23/2024	8/26/2024 2:05:00 PM
MAE-3924371	MAE-00102	Executive Plaza 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	8/26/2024	8/26/2024 2:10:00 PM
MAE-3924664	MAE-77801	LS #10 Main Building	Building Monthly Inspection	Completed as requested.	8/30/2024	8/29/2024 12:04:00 PM
MAE-3924665	MAE-BLDG-341	Sprayfield Trailer	Building Monthly Inspection	Completed as requested.	8/30/2024	8/29/2024 12:04:00 PM
MAE-3924666	MAE-77808	LS #8 Building	Building Monthly Inspection	Completed as requested.	8/30/2024	8/29/2024 12:05:00 PM
MAE-3924667	MAE-77802	Well #1 Building	Building Monthly Inspection	Completed as requested.	8/30/2024	8/29/2024 12:06:00 PM
MAE-3924668	MAE-77803	Well #2 Building	Building Monthly Inspection	Completed as requested.	8/30/2024	8/29/2024 12:10:00 PM
MAE-3924669	MAE-77804	Well #3 Building	Building Monthly Inspection	Completed as requested.	8/30/2024	8/29/2024 12:12:00 PM
MAE-3924670	MAE-77805	Well #4 Building	Building Monthly Inspection	Completed as requested.	8/30/2024	8/29/2024 12:12:00 PM
MAE-3924671	MAE-77809	Well #3 HS Building	Building Monthly Inspection	Completed as requested.	8/30/2024	8/29/2024 12:13:00 PM
MAE-3924672	MAE-77002	Digester Building	Building Monthly Inspection	Completed as requested.	8/30/2024	8/29/2024 12:14:00 PM
MAE-3924673	MAE-77101	Main Plant Building	Building Monthly Inspection	Completed as requested.	8/30/2024	8/29/2024 12:14:00 PM

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
MAE-3924674	MAE-76001	WWTP-Maintenance Building	Building Monthly Inspection	Completed as requested.	8/30/2024	8/29/2024 12:18:00 PM
MAE-3924675	MAE-77807	WWTP Maintenance Shed	Building Monthly Inspection	Completed as requested.	8/30/2024	8/29/2024 12:18:00 PM
MAE-3924676	MAE-77806	C+D Maintenance Shop	Building Monthly Inspection	Completed as requested.	8/30/2024	8/29/2024 12:20:00 PM
MAE-3925183	MAE-62203	Oxidation Ditch 2 Rotor 1	Ox. Ditch Rotor Monthly Inspection	Completed as requested.	8/28/2024	8/28/2024 2:23:00 PM
MAE-3925184	MAE-62204	Oxidation Ditch 2 Rotor 2	Ox. Ditch Rotor Monthly Inspection	Completed as requested.	8/28/2024	8/28/2024 2:28:00 PM
MAE-3925185	MAE-62205	Oxidation Ditch 3 Rotor 1	Ox. Ditch Rotor Monthly Inspection	Completed as requested.	8/28/2024	8/28/2024 2:29:00 PM
MAE-3925186	MAE-62206	Oxidation Ditch 3 Rotor 2	Ox. Ditch Rotor Monthly Inspection	Completed as requested.	8/28/2024	8/28/2024 2:31:00 PM
MAE-3925187	MAE-14104	LS #10 GENERATOR	Generator Monthly inspection	Completed as requested.	8/28/2024	8/28/2024 11:09:00 AM
MAE-3925188	MAE-GENERATOR-EM-459	Doosan Portable Generator	Generator Monthly inspection	Completed as requested.	8/28/2024	8/28/2024 2:25:00 PM
MAE-3925189	MAE-14101	Main Plant Generator	Generator Monthly inspection	Completed as requested.	8/28/2024	8/28/2024 2:32:00 PM
MAE-3925202	MAE-21504	LS #14 PUMP #1	Vertical Pump Monthly Inspection	Completed as requested.	8/27/2024	8/27/2024 7:24:00 AM
MAE-3925203	MAE-21505	LS #14 PUMP #2	Vertical Pump Monthly Inspection	Completed as requested.	8/27/2024	8/27/2024 7:27:00 AM
MAE-3925204	MAE-21502	EFFLUENT PUMP #2	Vertical Pump Monthly Inspection	Completed as requested.	8/27/2024	8/27/2024 7:28:00 AM
MAE-3925205	MAE-21503	EFFLUENT PUMP #3	Vertical Pump Monthly Inspection	Completed as requested.	8/27/2024	8/27/2024 7:29:00 AM
MAE-3926874	MAE-SAFETY-HYDRANTS-F-7191	191 E Miracle Strip Pkwy 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	8/26/2024	8/26/2024 2:09:00 PM
MAE-3926875	MAE-SAFETY-HYDRANTS-F-7192	Point Comfort 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	8/26/2024	8/26/2024 2:10:00 PM
MAE-3927149	MAE-69003	LS #1 SITE	Lift Station Weekly Inspection	Completed as requested.	8/30/2024	8/29/2024 11:20:00 AM
MAE-3927150	MAE-69004	LS #2 SITE	Lift Station Weekly Inspection	Completed as requested.	8/30/2024	8/29/2024 11:19:00 AM
MAE-3927151	MAE-69005	LS #3 SITE	Lift Station Weekly Inspection	Completed as requested.	8/30/2024	8/29/2024 11:20:00 AM
MAE-3927152	MAE-69006	LS #4 SITE	Lift Station Weekly Inspection	Completed as requested.	8/30/2024	8/29/2024 11:21:00 AM
MAE-3927153	MAE-69007	LS #5 SITE	Lift Station Weekly Inspection	Completed as requested.	8/30/2024	8/29/2024 11:23:00 AM
MAE-3927154	MAE-69008	LS #6 SITE	Lift Station Weekly Inspection	Completed as requested.	8/30/2024	8/29/2024 11:25:00 AM
MAE-3927155	MAE-69009	LS #7 SITE	Lift Station Weekly Inspection	Completed as requested.	8/30/2024	8/29/2024 11:26:00 AM
MAE-3927156	MAE-69010	LS #8 SITE	Lift Station Weekly Inspection	Completed as requested.	8/30/2024	8/29/2024 11:52:00 AM
MAE-3927157	MAE-69011	LS #9 SITE	Lift Station Weekly Inspection	Completed as requested.	8/30/2024	8/29/2024 11:58:00 AM
MAE-3927158	MAE-69012	LS #10 SITE	Lift Station Weekly Inspection	Completed as requested.	8/30/2024	8/29/2024 11:59:00 AM
MAE-3927159	MAE-69013	LS #11 SITE	Lift Station Weekly Inspection	Completed as requested.	8/30/2024	8/29/2024 12:00:00 PM
MAE-3927160	MAE-69014	LS #12 SITE	Lift Station Weekly Inspection	Completed as requested.	8/30/2024	8/29/2024 12:01:00 PM
MAE-3927161	MAE-69023	LS #13 SITE	Lift Station Weekly Inspection	Completed as requested.	8/30/2024	8/29/2024 12:02:00 PM
MAE-3927162	MAE-69016	LS #14 Hurlburt Field Site	Lift Station Weekly Inspection	Completed as requested.	8/30/2024	8/29/2024 12:03:00 PM
MAE-3928833	MAE-TRAILER-107	16 FT Trailer	Trailer Inspection	Completed as requested.	8/30/2024	8/29/2024 12:20:00 PM
MAE-3928834	MAE-TRAILER-108	Water and Sewer Trailer	Trailer Inspection	Completed as requested.	8/30/2024	8/29/2024 12:33:00 PM
MAE-3928835	MAE-EQUIPMENT-293	Fuel Trailer Electric	Trailer Inspection	Completed as requested.	8/30/2024	8/29/2024 12:30:00 PM
MAE-3928836	MAE-EQUIPMENT-294	Fuel Trailer Flat	Trailer Inspection	Completed as requested.	8/30/2024	8/29/2024 12:30:00 PM
MAE-3928837	MAE-OHV-TRAILER-120	24 FT Heavy Equipment trailer	Trailer Inspection	Completed as requested.	8/30/2024	8/29/2024 12:22:00 PM

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
MAE-3928838	MAE-TRAILER-106	Mower Trailer	Trailer Inspection	Completed as requested.	8/30/2024	8/29/2024 12:35:00 PM
Preventive Maintenance - 258 Total:						
Service Request						
MAE-3921394	MAE-MTR-WATER-60521	Water Meter-9 PLANTATION OAKS DR	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 12:10:00 PM
MAE-3921395	MAE-8041869	Water Meter-411 W MIRACLE STRIP PKWY #2	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 12:15:00 PM
MAE-3921399	MAE-8041755	Water Meter-2 SLEEPY HOLLOW DR	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 12:22:00 PM
MAE-3921403	MAE-8040773	Water Meter-10 ISLANDVIEW DR	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 12:26:00 PM
MAE-3921405	MAE-8041292	Water Meter-24 NORTH ST	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 12:33:00 PM
MAE-3921407	MAE-8040676	Water Meter-801 E MIRACLE STRIP PKWY	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 12:37:00 PM
MAE-3921408	MAE-8040852	Water Meter-27 KOHLER DR	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 12:40:00 PM
MAE-3921410	MAE-8040032	Water Meter-260 Anderson Dr	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 12:44:00 PM
MAE-3921411	MAE-METER-WATER-58164	Water Meter-10 OLEANDER PKWY	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 12:47:00 PM
MAE-3921414	MAE-METER-60396	Water Meter-19 AZALEA DR	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 12:53:00 PM
MAE-3921417	MAE-8040097	Water Meter-455 Argyle Ct	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 1:01:00 PM
MAE-3921419	MAE-8040084	Water Meter-320 Argyle Ct	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 1:03:00 PM
MAE-3921420	MAE-METER-WATER-58408	Water Meter-211 W LORRAINE DR	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 1:05:00 PM
MAE-3921421	MAE-MTR-WATER-60580	Water Meter-470 ARGYLE CT	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 1:07:00 PM
MAE-3921422	MAE-8041794	Water Meter-501 STONEHENGE DR	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 1:10:00 PM
MAE-3921424	MAE-METER-WATER-58027	Water Meter-621 STONEHENGE DR	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 1:13:00 PM
MAE-3921425	MAE-MTR_FOLDER-60492	Water Meter-699 BLACKSTONE RD	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 1:15:00 PM
MAE-3921431	MAE-MTR-WATER-60534	Water Meter-650 CORNWALL TERRACE	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 1:31:00 PM
MAE-3921436	MAE-METER-WATER-58250	Water Meter-115 BRYN MAWR BLVD	Turn Off / Lock for Non-Payment	Completed as requested.	8/20/2024	8/13/2024 1:33:00 PM

Service Request - 19 Total:

MARY ESTHER CHART August 2024

Total Calls for Service 559

Day Shift 319

Night Shift 240

Priority 1 Calls 176

calls under 5 minutes 153

calls under 6 minutes 155

calls over 6 minutes 21

Property Crimes 14

Burglary 7

Larceny-Theft 5

Motor Vehicle Theft 1

Arson 0

Criminal Mischief 1

Violent Crime 8

Murder 0

Forcible Rape 0

Robbery 0

Aggravated Assault 8

Traffic Violations-stops 119

Arrest-traffic 2

Citation-traffic 17

Warning-traffic 102

DUI--traffic 0

Marine Violations 0

Marine Citations 0

Marine Warnings 0

Marine Crashes 0

Traffic Crash 24

Traffic crash w/injuries 1

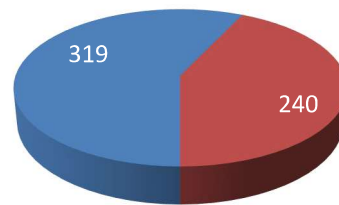
Traffic crash w/o injuries 23

Traffic Crash-Fatal 0

City Ord. Violations 0

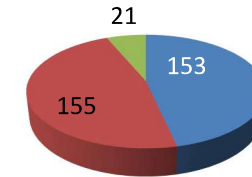
Total Calls for Service

Day Shift Night Shift

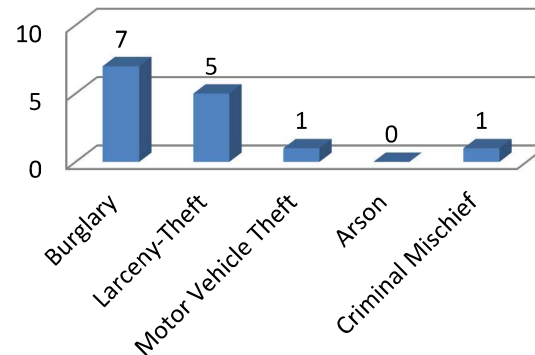


Total Priority One Calls

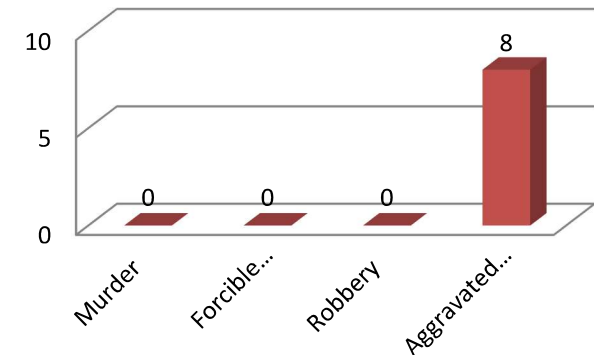
calls under 5 minutes calls under 6 minutes
calls over 6 minutes



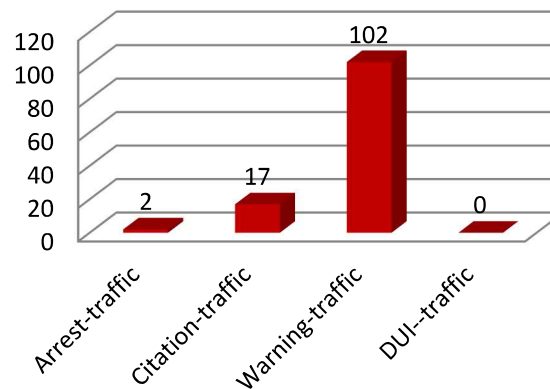
Property Crimes



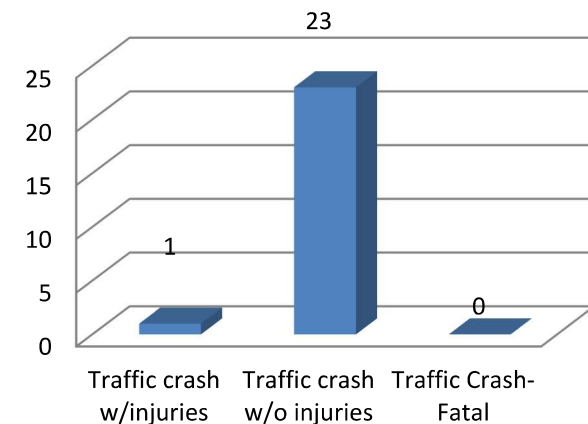
Violent Crime



Traffic Stop Data



Traffic Crashes



Distressed Swimmers

0

Drownings

0

Prepared by Analyst Whitney
Rivero on Sep 5th, 2024



**MINUTES
SPECIAL MEETING
of THE MARY ESTHER LOCAL PLANNING AGENCY
September 4, 2024 - 5:00 PM
195 Christobal Road – North, Mary Esther, FL 32569**

LOCAL PLANNING AGENCY PRESENT

Chris Stein, Chairman
Bernie Oder, Board Member
Kenneth Woods, Board Member

April Sutton, Board Member
Larry Carter, Board Member
Richard Lawson, Board Member

CITY STAFF PRESENT

Jared Cobb, City Manager
Jennifer Comella, City Attorney

Kelvin Cherry, Code Compliance Officer
Dillon Morris, City Clerk

1. INVOCATION

No invocation was given.

2. CALL TO ORDER

The meeting was called to order by Chairman Stein at 5:00 p.m.

3. PLEDGE OF ALLEGIANCE

Chairman Stein led the pledge of allegiance.

4. ROLL CALL

The City Clerk called the roll as reflected above. Board Member Woods requested to attend virtually. Chairman Stein asked for a motion to approve Board Member Woods's attendance virtually. Board Member Sutton initiated the motion, seconded by Board Member Carter. The motion passed 4-0.

RESULT:	PASSED (4-0)
MOVER:	Board Member Larry Carter
SECOND:	Board Member April Sutton
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson
NAYS:	None

5. ADMINISTRATION OF OATH TO THOSE PERSONS TESTIFYING

City Clerk Morris administered the oath to those testifying.

6. ITEMS FOR CONSIDERATION

6.1. Ordinance No. 2024-02 and No. 2024-03, Consider a Small-Scale Future Land Use Map Amendment from Commercial (Com) and Low Density Residential (LDR) to Public Lands (PL) and a Rezone from C-2 General Commercial and R-1 Single Family Residential to Public Lands (PL) for approximately 0.74 acres. (Okaloosa County BCC, Applicant) (Tyler Reed, Community Development Director)

Code Enforcement Officer Kelvin Cherry gave a presentation about amending the city's future land use map to change 0.74 acres from commercial and low-density residential to public lands and rezone from C-2 general commercial and R-1 single-family residential to public lands.

Chairman Stein opened the public hearing at 5:15 p.m. After no one rose to speak, the mayor closed the public hearing at 5:16 p.m. The LPA had some discussion about the residents around the property and if they were made aware of the proposed changes.

Chairman Stein asked for a motion for the Local Planning Agency recommend to the City

Council adoption of Ordinance 2024-02 enacting a Small-Scale Future Land Use Map Amendment from Commercial (Com) and Low-Density Residential (LDR) to Public Lands (PL) for Approximately zero point seventy-four (0.74) acres, approximately located on the south side of US Highway 98 and east of Christobal Road. The motion was initiated by Board Member Sutton, seconded by Board Member Carter. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Board Member April Sutton
SECOND:	Board Member Larry Carter
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, K.C. Woods
NAYS:	None

Chairman Stein asked for a motion for the Local Planning Agency recommend to City Council adoption of Ordinance 2024-03 enacting a rezone from C-2 (General Commercial) and R-1 (Single Family Residential) to Public Lands (PL) zoning district for approximately zero point seventy-four (0.74) acres, approximately located on the south side of US Highway 98 and east of Christobal Road. Board Member Sutton initiated the motion, seconded by Board Member Carter. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Board Member April Sutton
SECOND:	Board Member Larry Carter
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, K.C. Woods
NAYS:	None

7. **ADJOURN**

The council meeting adjourned at 5:15 p.m.

Minutes approved at _____ meeting.

Dillon Morris, City Clerk



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

September 4, 2024 - 6:00 PM

195 Christobal Road – North, Mary Esther, FL 32569

CITY COUNCIL PRESENT

Chris Stein, Mayor
Susan Coxwell, Councilmember
Richard Lawson, Councilmember
K.C. Woods, Councilmember

April Sutton, Mayor Pro Tem
Larry Carter, Councilmember
Bernie Oder, Councilmember

CITY STAFF PRESENT

Jared Cobb, City Manager
Hayward Dykes, City Attorney
Heather Day, Finance Director

Dillon Morris, City Clerk
Kelvin Cherry, Code Compliance Officer
Shawn Lindsey, Public Works Director

OTHERS PRESENT

Chad Rewis, OSCO Captain

Jeff Wagner, OCWFD Chief

1. INVOCATION

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

2. CALL TO ORDER

The meeting was called to order by Mayor Stein at 6:00 p.m.

3. PLEDGE OF ALLEGIANCE

Mayor Stein led the pledge of allegiance.

4. ROLL CALL

The City Clerk called the roll as reflected above.

5. APPROVAL OF THE AGENDA

Mayor Stein asked if the council wished to make any changes to the agenda. Hearing none, Mayor Stein asked for a motion. Councilmember Carter initiated the motion, seconded by Councilmember Woods. The motion passed 5-0.

RESULT:	(5-0)
MOVER:	Councilmember Larry Carter
SECOND:	Councilmember K.C. Woods
AYES:	K.C. Woods, Larry Carter, Bernie Oder, April Sutton, Richard Lawson
NAYS:	None

6. FY 2025 BUDGET HEARING

6.1. FY 2025 Tentative Budget Hearing

Mayor Stein opened the public hearing at 6:04 p.m. City Manager Cobb led the discussion regarding the tentative budget for the 2025 financial year. Mayor Stein opened public comment at 6:09 p.m. No one spoke, so the mayor closed public comment at 6:10 p.m. Mayor Stein asked the clerk to read the title of the ordinance 2024-04. After, the mayor read the following into public record:

The name of the taxing authority is the city of Mary Esther. The rollback rate is 4.7665 mils. The percentage increase by which the millage rate exceeds the rollback rate is 5.45%. The mileage rate to be levied for the fiscal year 2025 is 5.0261 mils.

Mayor Stein asked for a motion to approve the first reading of Ordinance 2024-04, adopting an ad valorem tax millage rate for the 2024-2025 taxable year. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Lawson. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Mayor Pro Tem April Sutton
SECOND:	Councilmember Richard Lawson
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, K.C. Woods
NAYS:	None

Mayor Stein announced the second public hearing for 6 p.m. on Tuesday, September 24th, at city hall and closed it at 6:12 p.m.

7. SPECIAL PRESENTATIONS

7.1. Reading of the 2024 Special Election Results

City Clerk Morris read the results of the 2024 special election for the City of Mary Esther. The whole number of votes cast was 1,067, of which Susan M. Coxwell received 314, Richard D. Lawson received 335, Julia Thomas received 179, and K.C. Woods received 239 votes.

7.2. Honoring of Outgoing Councilmember(s)

The mayor and council thanked Councilmember Woods for his service on the Council and gave him a gift basket.

7.3. Installation of the Newly Elected Officials

City Clerk Morris swore in Councilmember Coxwell and Councilmember Lawson.

7.4. Northwest Florida Military Officers Association Day Proclamation

Mayor Stein read the proclamation for Northwest Florida Military Officers Association Day. Mayor Stein asked for a motion to authorize the mayor to sign the proclamation, declaring September 5th, 2024, as "Northwest Florida Military Officers Association Day" in Mary Esther. Councilmember Oder initiated the motion, seconded by Mayor Pro Tem Sutton. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Councilmember Bernie Oder
SECOND:	Mayor Pro Tem April Sutton
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

7.5. Constitution Week Proclamation

Mayor Stein read the proclamation for Constitution Week. Mayor Stein asked for a motion to authorize the mayor to sign the proclamation, declaring September 17th through 23rd as "Constitution Week" in Mary Esther. Councilmember Coxwell initiated the motion, seconded by Councilmember Carter. The motion passed 5-0.

RESULT:	PASSED (5-0)
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MOVER:	Councilmember Susan Coxwell
SECOND:	Councilmember Larry Carter
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

7.6. Yard of the Month September 2024

The Yard of the Month submission was displayed for September 2024. There was one submission, 163 Scottsdale Dr. Mayor Stein asked for a motion to appoint 163 Scottsdale Dr. as yard of the month for September 2024. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Lawson. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Mayor Pro Tem April Sutton
SECOND:	Councilmember Richard Lawson
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

8. CONSENT AGENDA

Mayor Stein asked if the council wished to make any changes to the consent agenda. Hearing none, Mayor Stein asked for a motion. Councilmember Oder initiated the motion, seconded by Councilmember Coxwell. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Councilmember Bernie Oder
SECOND:	Councilmember Susan Coxwell
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

8.1. Financial Report

8.2. Public Works Report

8.3. Library Report

8.4. Fire Department Report

8.5. Community Development Report

8.6. Jacobs Report

8.7. Law Enforcement Report

8.8. Minutes of the August 5, 2024, Regular Council Meeting

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

None.

10. PUBLIC COMMENT (NON-AGENDA ITEMS)

Jeff Wagner, Fire Chief of Ocean City-Wright Fire Control District, thanked the mayor and council for the recognition given to the Ocean City-Wright Fire Control District.

11. UNFINISHED BUSINESS

12. NEW BUSINESS

12.1. City Manager Evaluation

Dr. Walt Hanline led the discussion of City Manager Cobb's evaluation, highlighting the main points. Mayor Stein asked for a motion to approve the city manager evaluation as presented. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Carter. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Mayor Pro Tem April Sutton
SECOND:	Councilmember Larry Carter
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

12.2. City Hall Design Approval

Joseph Sorci, Florida Architects, led the discussion about the city hall design. The mayor and council discussed the design. Mayor Stein asked for a motion to approve the design and proceed with the bid process. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Coxwell. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Mayor Pro Tem April Sutton
SECOND:	Councilmember Susan Coxwell
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

12.3. Emerald Coast Regional Council Intergovernmental Agreement

Code Compliance Officer Cherry led the discussion about the ECRC contract. Mayor Stein asked if there was any discussion. Hearing none, Mayor Stein asked for a motion to approve the attached agreement with the Emerald Coast Regional Council. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Lawson. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Mayor Pro Tem April Sutton
SECOND:	Councilmember Richard Lawson
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

12.4. Ordinance No. 2024-02 and No. 2024-03, Consider a Small-Scale Future Land Use Map Amendment from Commercial (Com) and Low-Density Residential (LDR) to Public Lands (PL) and a Rezone from C-2 General Commercial and R-1 Single Family Residential to Public Lands (PL) for approximately 0.74 acres. (Okaloosa County BCC, Applicant) (Tyler Reed, Community Development Director)

Code Compliance Officer Cherry led the discussion about Ordinances 2024-02 and 2024-03, citing the previous board's approval and the city's seeking approval from the council. City Clerk Morris read the title of Ordinance 2024-02. Mayor Stein asked for a motion to approve the first

reading of Ordinance 2024-02 enacting a small-scale future land use map amendment from commercial (com) and low-density residential (LDR) to public lands (PL) for approximately zero point seventy-four (0.74) acres, approximately located on the south side of US Highway 98 and east of Christobal Road. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Coxwell. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Mayor Pro Tem April Sutton
SECOND:	Councilmember Susan Coxwell
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

City Clerk Morris read the title of Ordinance 2024-03. Mayor Stein asked for a motion to approve the first reading of Ordinance 2024-03, enacting a rezone from C-2 (General Commercial) and R-1 (Single-Family Residential) to a Public Lands (PL) zoning district for approximately zero point seventy-four (0.74) acres, located on the south side of US Highway 98 and east of Christobal Road. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Carter. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Mayor Pro Tem April Sutton
SECOND:	Councilmember Larry Carter
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

12.5. **Jacobs Contract Extension**

Public Works Director Shawn Lindsey discussed Jacobs's six-month contract extension. Mayor Stein asked for a motion to approve Amendment No. 5 to the agreement for operations, maintenance, and management services for the City of Mary Esther, Florida, with Jacobs/OMI. Councilmember Carter initiated the motion, seconded by Councilmember Oder. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Councilmember Larry Carter
SECOND:	Councilmember Bernie Oder
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

12.6. **Rays Pond Rehabilitation Project Grant Extension**

Public Works Director Lindsey led the discussion on the Rays Pond rehabilitation project. Mayor Stein asked for a motion to approve Amendment No. 1 to Agreement No. LPA0573 with the Florida Department of Environmental Protection. Councilmember Oder initiated the motion, seconded by Mayor Pro Tem Sutton. The motion passed 5-0.

RESULT:	PASSED (5-0)
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MOVER:	Councilmember Bernie Oder
SECOND:	Mayor Pro Tem April Sutton
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

12.7. Azalea Neighborhood Infrastructure Improvements Grant Extension

Public Works Director Lindsey led the Azalea Neighborhood infrastructure grant extension discussion. Mayor Stein asked for a motion to approve Amendment No. 1 to Agreement No. LPA0326 with the Florida Department of Environmental Protection. Councilmember Coxwell initiated the motion, seconded by Mayor Pro Tem Sutton. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Councilmember Susan Coxwell
SECOND:	Mayor Pro Tem April Sutton
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

12.8. CWR Contracting Highway 98 Water Line Break Invoice

Public Works Director Lindsey led the discussion about the CWR Contracting Highway 98 Water Line Break Invoice. Mayor Stein asked for a motion to approve payment to CWR Contracting for an amount not to exceed \$44,561.04. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Lawson. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Mayor Pro Tem April Sutton
SECOND:	Councilmember Richard Lawson
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

12.9. Street Sweeper Replacement

Public Works Director Lindsey led the discussion of replacing the street sweeper. The mayor and council discussed and asked questions about the new and old sweepers. Mayor Stein asked for a motion to purchase a street sweeper from Tymco for an amount not to exceed \$228,145, contingent on approval of funds within the FY 2025 Budget with delivery after October 1, 2024. Councilmember Lawson initiated the motion, seconded by Councilmember Oder. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Councilmember Richard Lawson
SECOND:	Councilmember Bernie Oder
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

Mayor Stein also asked for a motion to declare the 2008 Elgin Pelican Sweeper surplus to be sold by public auction. Councilmember Coxwell initiated the motion, seconded by Mayor Pro Tem Sutton. The motion passed 5-0.

RESULT:	PASSED (5-0)
MOVER:	Councilmember Susan Coxwell
SECOND:	Mayor Pro Tem April Sutton
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

13. COUNCILS' STANDING COMMITTEE STATUS REPORTS

Mayor Pro Tem Sutton remarked she enjoyed the Florida League of Cities conference.

Councilmember Coxwell had no additional comments.

Councilmember Lawson had no additional comments.

Mayor Stein discussed the Veterans Day parade, yard of the month, and a roundtable meeting for Highway 98.

Councilmember Carter asked about the city float for the Veterans Day parade and whether it would be covered. After some discussion, the item was added to the agenda for the special meeting on September 24th. He also welcomed Councilmember Coxwell back.

Councilmember Oder discussed that any positions Councilmember Woods held will need to be reassigned. He thanked Fire Chief Wager for his support and discussed his upcoming calendar.

14. OTHER COMMENTS

City Attorney Comella had no additional comments.

City Clerk Morris had no additional comments.

City Manager Cobb remarked that he will be out of town for the special meeting and will participate virtually.

15. ADJOURN

The council meeting adjourned at 7:19 p.m.

Minutes approved at _____ meeting.

Dillon Morris, City Clerk



**MINUTES
SPECIAL MEETING
of THE MARY ESTHER CITY COUNCIL
September 24, 2024 - 6:00 PM**

195 Christobal Road – North, Mary Esther, FL 32569

CITY COUNCIL PRESENT

Chris Stein, Mayor
Bernie Oder, Councilmember
Richard Lawson, Councilmember

April Sutton, Mayor Pro Tem
Susan Coxwell, Councilmember

CITY STAFF PRESENT

Jared Cobb, City Manager
Hayward Dykes, City Attorney
Dillon Morris, City Clerk

Heather Day, Finance Director
Shawn Lindsey, Public Works Director

OTHERS PRESENT

Chad Rewis, OSCO Captain

Jeff Wagner, OCWFD Chief

1. INVOCATION

No invocation was given.

2. CALL TO ORDER

The meeting was called to order by Mayor Stein at 5:59 p.m.

3. PLEDGE OF ALLEGIANCE

Mayor Stein led the pledge of allegiance.

4. ROLL CALL

The City Clerk called the roll as reflected above.

5. APPROVAL OF THE AGENDA

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

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

6. FY 2025 BUDGET HEARING

6.1. Staff Presentation

Finance Director Day led the conversation for the FY 2025 budget. Mayor Stein made the following public announcement:

- The name of the taxing authority is the city of Mary Esther.
- The rollback rate is 4.7665 mills.
- The percentage increase by which the millage rate exceeds the rollback rate is 5.45%.
- The millage rate to be levied for fiscal year 2025 is 5.0261 mills.

6.2. Public Comment

Mayor Stein opened public comment at 6:04 p.m. The public had no comments, so Mayor Stein closed public comment at 6:05 p.m.

6.3. Second Reading of Ordinance 2024-04, Establishing the FY 2025 Millage Rate

City Clerk Morris read the title for Ordinance 2024-04. Mayor Stein asked for a motion to approve the second reading of Ordinance 2024-04, setting the FY 2025 millage rate at 5.0261 mills. Councilmember Coxwell initiated the motion, seconded by Mayor Pro Tem Sutton. The motion passed 4-0.

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

6.4. Reading of Resolution 24-07, Adopting the FY 2025 Budget

City Clerk Morris read the title of resolution 24-07. Mayor Stein asked for a motion to adopt resolution 24-07, adopting the FY 2025 budget. The motion was initiated by Councilmember Oder, seconded by Councilmember Lawson. The motion passed 3-1.

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

7. NEW BUSINESS

7.1. Reading of Resolution 24-08, Amending the Comprehensive, Fee, Fine and Revenue Schedule

City Clerk Morris read the title of resolution 24-08. Mayor Stein asked for a motion to approve resolution 24-08, amending the comprehensive fee, fine, and revenue schedule. Councilmember Oder initiated the motion, seconded by Councilmember Lawson. Mayor Stein asked if there was any discussion, with Mayor Pro Tem Sutton leading the discussion voicing her concerns with increasing the rates. The motion passed 3-1.

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

7.2. Consideration of FY 2025 Pay Schedule

Finance Director Day led the discussion about the FY 2025 pay schedule. Mayor Pro Tem Sutton expressed concern over the low part-time rate, but Finance Director Day stated that part-time workers were moved to the respective full-time pay schedule. Mayor Stein asked for a motion to approve the FY 2025 pay schedule as presented. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Coxwell. The motion passed 4-0.

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

7.3. City Float Discussion

Public Works Director Lindsey led the discussion on the city float. The mayor and council discussed using the city float for other events. Councilmember Oder brought up the idea of all municipalities chipping in money for a shared float. Mayor Pro Tem Sutton discussed looking into more options. The mayor and council continued to discuss other options, such as renting a float, putting a tent on the current float, contingency plans for weather, and looking into other options. The mayor and council came to a consensus to do more research and discuss this earlier for next year.

8. ADJOURN

Mayor Pro Tem Sutton discussed the ECRC being awarded a USDoT grant.

Councilmember Coxwell had no additional comments.

Councilmember Lawson had no additional comments.

Mayor Stein discussed that the Veterans Day Parade is moving along and yard of the month.

Councilmember Oder discussed other avenues for the parade float discussion.

City Clerk Morris reminded the mayor and council to check their mailboxes.

City Attorney reminded everyone to stay safe from the storm.

City Manager Cobb discussed that the city is monitoring the storm and discussed his attendance at the ICMA conference.

The council meeting adjourned at 6:30 p.m.

Minutes approved at _____ meeting.

Dillon Morris, City Clerk

AGENDA ITEM

Agenda Item 10.1.

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Reed, Community Development Director

DATE: October 7, 2024

SUBJECT: Ordinance No. 2024-02 and No. 2024-03, Consider a Small-Scale Future Land Use Map Amendment from Commercial (Com) and Low Density Residential (LDR) to Public Lands (PL) and a Rezone from C-2 General Commercial and R-1 Single Family Residential to Public Lands (PL) for approximately 0.74 acres. (Okaloosa County BCC, Applicant) (Tyler Reed, Community Development Director)

BACKGROUND:

This is a request to consider amending the City's Official Future Land Use Map (FLUM) to change approximately zero point seven four (0.74) acres from Commercial (Com) and Low Density Residential (LDR) to Public Lands (PL) and rezone from C-2 General Commercial and R-1 Single Family Residential to Public Lands (PL). The property is located on the south side of US Highway 98 and on the east side of Christobal Road. A location map is provided in Exhibit A of the attached Supporting Inventory Data and Analysis. The Applicant is Okaloosa County BCC, with owner authorization given to Mary Esther City Manager or designee. The property owner is Okaloosa County BCC, with a future ownership to the City of Mary Esther upon completion of the Christobal Landing Park per prior agreements.

The Local Planning Agency (LPA) met on Sept 4, 2024 to make a recommendation. Per LDC Section 4.03, City Council shall conduct a public hearing, affording the opportunity for public participation, regarding the recommendations from the LPA and shall have final approval authority of the proposed ordinances. The City Council met on Sept 4, 2024 to hear the first reading of these items. This is the second reading of Ord. 2024-02 and 2024-03.

The subject property is currently comprised of three individual, contiguous lots, all of which are now vacant with the current development of the Christobal Landing Park and are eligible for lot combination with a rezone. The purpose of the Future Land Use Map amendment and rezone is to allow the public park land use for the property, to be consistent with the FLUM and zoning for other public parks throughout the City, and to clean up the "split zoning" that currently exists on the site, allowing for one set of land use zoning regulations. The existing R-1 zoning does not allow for public parks without an approved conditional use. In addition, C-2 zoning only allows public parks if it is under the maintenance and ownership of the city, otherwise parks are a conditional use. At present, the property is under Okaloosa County BCC ownership.

DISCUSSION:

When considering a comprehensive plan amendment request, at a minimum, the following is considered:

- A. Consistency with the goals, objectives, and policies of the Comprehensive Plan and the Future Land Use Map Series.
- B. Impact on established and projected levels of service.
- C. Compatibility with existing and proposed land use.
- D. Funding commitments for required improvements.
- E. Impact on natural resources.
- F. Impacts on public schools.
- G. Consistency with the Intent, Goals, and Strategies of the Mary Esther Vision Plan.

Staff evaluated the proposed future land use map amendment per the Comprehensive Plan and the Vision Plan. Staff's findings are summarized below:

The proposed Public Lands future land use designation is consistent with the City's Comprehensive Plan Land Use and the Vision Plan strategies and goals in extending open space and recreation opportunities. Per FLU Policy 7.A.1.2.c, the proposed future land use designation requested is compatible with pre-existing adjacent land uses.

The proposed change is not anticipated to result in any significant changes in demand for transportation, water, sewer, stormwater, and solid waste facilities and services. Additionally, as the site is developing to become a public waterfront park, this project will continue to alleviate the demand for recreation and parks in the city and will have no impact on demand for school facilities. A detailed analysis of land use compatibility and the potential impacts to public facilities and services is provided in the attached Supporting Data Inventory and Analysis.

The City Attorney reviewed the proposed Ordinances and offered no objections.

FINANCIAL IMPACT:

There are no anticipated budgetary impacts as a result of adoption of the proposed small scale comprehensive plan future land use map amendment and rezone.

RECOMMENDATION:

Motion to approve the second reading of Ordinance 2024-02 enacting a Small-Scale Future Land Use Map Amendment from Commercial (Com) and Low Density Residential (LDR) to Public lands (PL) for approximately zero point seventy-four (0.74) acres, approximately located on the south side of US Highway 98 and east of Christobal Road.

Motion to approve the second reading of Ordinance 2024-03 enacting a Rezone from C-2 (General Commercial) and R-1 (Single Family Residential) to Public Lands (PL) zoning district for approximately zero point seventy-four (0.74) acres, approximately located on the south side of US Highway 98 and east of Christobal Road.

ATTACHMENT(S):

- 1. Christobal Landing Staff Report
- 2. Christobal Landing Ord. 24-02

3. Christobal Landing Ord. 24-03

Agenda Memorandum

To: Local Planning Agency

Prepared By: Tyler Reed

Date: September 4, 2024

Subject: **Ordinance No. 2024-02 and No. 2024-03**, Consider a Small-Scale Future Land Use Map Amendment from Commercial (Com) and Low Density Residential (LDR) to Public Lands (PL) and a Rezone from C-2 General Commercial and R-1 Single Family Residential to Public Lands (PL) for approximately 0.74 acres. (Okaloosa County BCC, Applicant) (Tyler Reed, Community Development Director)

Introduction: This is a request to consider amending the City's Official Future Land Use Map (FLUM) to change approximately zero point seven four (0.74) acres from Commercial (Com) and Low Density Residential (LDR) to Public Lands (PL) and rezone from C-2 General Commercial and R-1 Single Family Residential to Public Lands (PL). The property is located on the south side of US Highway 98 and on the east side of Christobal Road. A location map is provided in Exhibit A of the attached Supporting Inventory Data and Analysis. The Applicant is Okaloosa County BCC, with owner authorization given to Mary Esther City Manager or designee. The property owner is Okaloosa County BCC, with a future ownership to the City of Mary Esther upon completion of the Christobal Landing Park per prior agreements.

Per Comprehensive Plan Section 2.01, the Local Planning Agency (LPA) shall review any Land Development regulations, codes, and amendments and decide as to their consistency with the comprehensive plan. Per Land Development Code (LDC) Section 4.02, the LPA shall conduct their public hearing and public meetings on any matter, affording the opportunity for public participation and make recommendations to the City Council. Per LDC Section 4.03, City Council shall conduct a public hearing, affording opportunity for public participation, regarding the recommendations from the LPA and shall have final approval authority of the proposed ordinances.

The subject property is currently comprised of three individual, contiguous lots, all of which are now vacant with the current development of the Christobal Landing Park and are eligible for lot combination with a rezone. The purpose of the Future Land Use Map amendment and rezone is to allow the public park land use for the property, to be consistent with the FLUM and zoning for other public parks throughout the City, and to clean up the "split zoning" that currently exists on the site, allowing for one set of land use zoning regulations. The existing R-1 zoning does not allow for public parks without an approved conditional use, in addition C-2 zoning only allows public parks if it is under the maintenance and ownership of the city, otherwise parks are a conditional use. At present, the property is under Okaloosa County BCC ownership.

Discussion: When considering a comprehensive plan amendment request, at a minimum, the following is considered:

- A. Consistency with the goals, objectives, and policies of the Comprehensive Plan and the Future Land Use Map Series.
- B. Impact on established and projected levels of service.
- C. Compatibility with existing and proposed land use.

- D. Funding commitments for required improvements.
- E. Impact on natural resources.
- F. Impacts on public schools.
- G. Consistency with the Intent, Goals, and Strategies of the Mary Esther Vision Plan.

Staff evaluated the proposed future land use map amendment per the Comprehensive Plan and the Vision Plan. Staff's findings are summarized below:

The proposed Public Lands future land use designation is consistent with the City's Comprehensive Plan Land Use and the Vision Plan strategies and goals in extending open space and recreation opportunities. Per FLU Policy 7.A.1.2.c, the proposed future land use designation requested is compatible with pre-existing adjacent land uses.

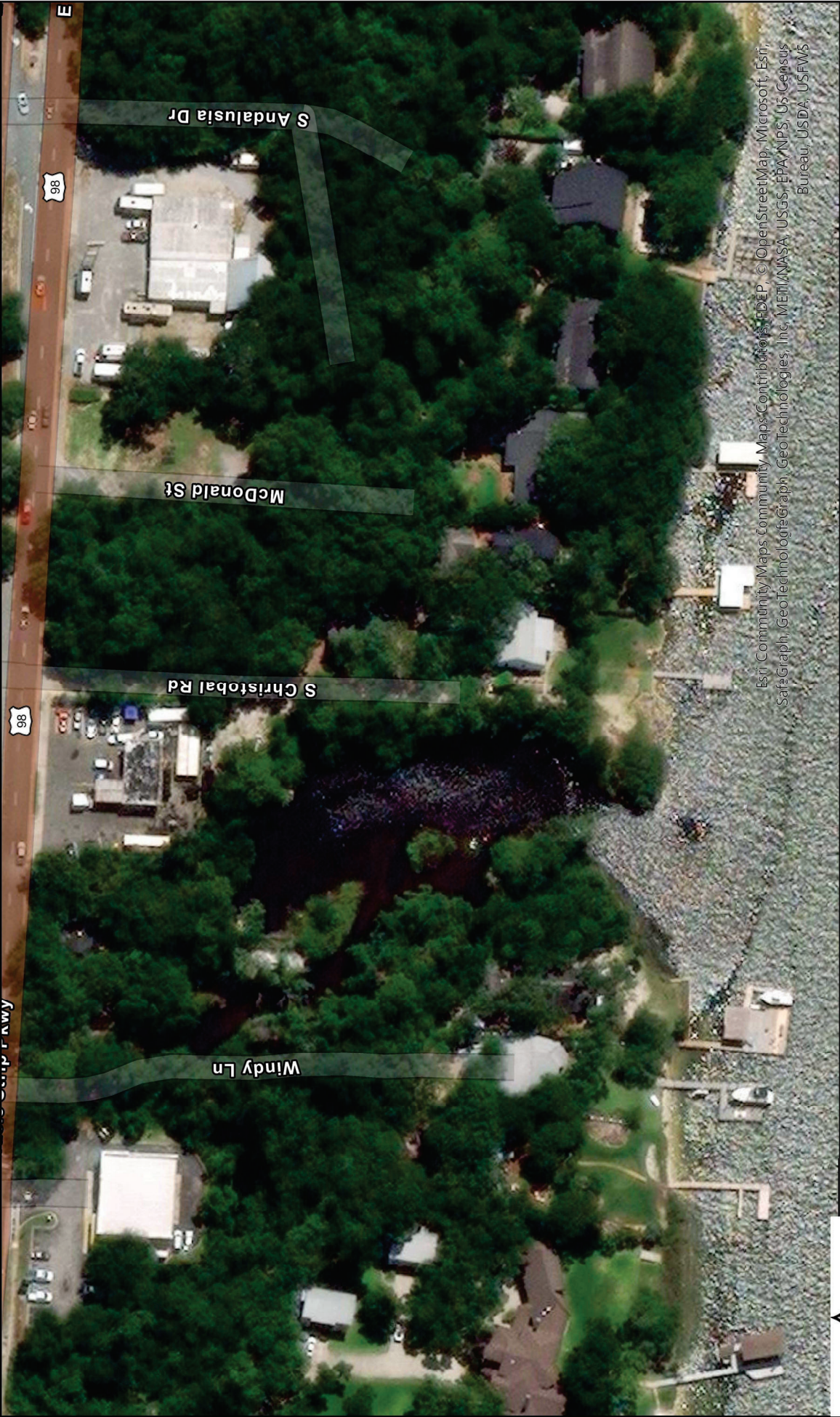
The proposed change is not anticipated to result in any significant changes in demand for transportation, water, sewer, stormwater, and solid waste facilities and services. Additionally, as the site is developing to become a public waterfront park, this project will continue to alleviate the demand for recreation and parks in the city and will have no impact on demand for school facilities. A detailed analysis of land use compatibility and the potential impacts to public facilities and services is provided in the attached Supporting Data Inventory and Analysis.

The City Attorney reviewed the proposed Ordinances and offered no objections.

Budget Impact: There are no anticipated budgetary impacts as a result of adoption of the proposed small scale comprehensive plan future land use map amendment and rezone.

Recommendation: Staff requests the Local Planning Agency recommend to City Council adoption of an Ordinance enacting a Small-Scale Future Land Use Map Amendment from Commercial (Com) and Low Density Residential (LDR) to Public lands (PL) and a Rezone from C-2 (General Commercial) and R-1 (Single Family Residential) to Public Lands (PL) zoning district for approximately zero point seventy four (0.74) acres, located on the south side of US Highway 98 and east of Christobal Road, approximately.

- Attachment(s):
1. Aerial Map
 2. Supporting Data, Inventory, and Analysis



Esri, Community Maps, Community Maps Contributors, Esri, © OpenStreetMap, Microsoft, Esri, SafeGraph, GeoTechnologyGraph, GeoTechnologies, Inc., METI, NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



Aerial Photo Christobal Landing



0 90 180 360 Feet

2024

CITY OF MARY ESTHER, FLORIDA

Comprehensive Plan Land Development Code Vision Plan



Comprehensive Plan Small Scale Future Land Use Map Amendment & Rezone

Ordinance No. 2024-02

Ordinance No. 2024-03

Supporting Data & Analysis

LPA

Sept. 4, 2024

City Council Adoption Public Hearing

Sept. 4, 2024

Application Type: Future Land Use Map (FLUM) Amendment and Rezone Request

Owner: Okaloosa County BCC

Owner Authorization: City Manager of Mary Esther or designee

Requested Change: Small Scale Future Land Use Map Amendment from Commercial (Com) and Low Density Residential (LDR) to Public Lands (PL) and a Rezone from C-2 (General Commercial) and R-1 (Single Family Residential) to Public Lands (PL) zoning district.

I. PROPERTY LOCATION

i. General Location of Property:

The property is located on the south side of US Highway 98 and on the east side of Christobal Road on approximately zero point seventy four (0.74) acres.

ii. Okaloosa County Property Appraiser Parcel ID Numbers:

16-2S-24-1710-000A-006C

17-2S-24-1710-000A-006B

18-2S-24-1710-000A-006A

II. PURPOSE AND INTENT

The purpose and intent of this report is to ensure compatibility with the Comprehensive Plan, Land Development Code and Vision Plan through an analysis of the existing conditions and proposed land use changes and to provide rationale for the proposed amendments.

III. RATIONALE

The current zoning district for the subject property is C-2 (General Commercial), and R-1 (Single Family Residential). The R-1 zoning district only allows public parks as a conditional use. C-2 allows public parks as a permissible use if City owned and maintained, but as a conditional use if it is not City owned.

Because the property is "split zoned", meaning it has two different zoning districts, and two different future land use designations, staff made the recommendation to the applicant to put the entire property under one zoning district and one future land use that will allow the public park land use without the need for a conditional use, and to remain consistent with the zoning and future land use for public parks throughout the City. The mechanism to do this is through the City's rezone/future land use map amendment process. Because the rezone is changing to a different land use category (i.e. Public Lands), a Future Land Use Map Amendment to PL (Public Lands) is required to ensure compatibility with the zoning district.

Summary chart of the existing in FLU designation and maximum density and intensity are shown in Table 1 below.

Table 1
Existing Mary Esther LDR FLU Maximum Density/Intensity

Okaloosa County Property Appraiser Parcel ID Number	Parcel Size (acres)	Parcel Size (square feet)	Current FLU	Max Density/Intensity allowed (DU/AC, FAR)
16-2S-24-1710-000A-006C	0.29	12,632 sf	COM	1.92 FAR
16-2S-24-1710-000A-006B	0.13	5,662 sf	LDR	5.51 DU/AC
16-2S-24-1710-000A-006A	0.32	13,939 sf	LDR	5.51 DU/AC

IV. PROPERTY PROFILE

- i. Existing Use: Vacant/Development Site
- ii. Current Future Land Use: Commercial (Com)/ Low Density Residential (LDR)
- iii. Proposed Future Land Use: Public Lands (PL)
- iv. Existing Zoning: C-2 (General Commercial)/R-1 (Single Family Residential)
- v. Proposed Zoning: Public Lands (PL)
- vi. Total Area: Approximately zero point seven four (0.74) acres
- vii. Area of Proposed Amendment: Approximately zero point seven four (0.74) acres

V. COMPREHENSIVE PLAN POLICY ANALYSIS

A. Consistency with the Goals, Objectives, and Policies of the Comprehensive Plan and the Future Land Use Map Series

i. **Supporting Goals, Objectives, and Policies:**

The City of Mary Esther Comprehensive Plan was evaluated in order to ensure the compatibility of this requested change of future land use map designation with the City's Plan. This evaluation concludes that the following applicable objectives and policies of the Land Use Element of the City of Mary Esther Comprehensive Plan are compatible with the requested change of future land use designation: Policies- 7.A.1.2; 7.A.2.2; 7.A.3.1; 7.A.3.2; 7.A.3.3; 7.A.3.4; 8.A.1.2; 8.A.1.3; 8.A.3.2; 9.A.2.4; 12.A.1.4; 12.A.3.3

ii. Conflicting Goals, Objectives, and Policies:

None of the applicable goals, objectives, and/or policies from the City of Mary Esther Comprehensive Plan is in conflict with this request for a future land use map amendment.

B. Impact on Established and Projected Levels of Service

- 1. Recreation:** Per Comprehensive Plan Policy 12.A.3.2, the analysis for recreation services impact is based on one (1) acre per one thousand (1000) population (1 ac/1,000 pop.). The population estimate (3,982 pop.) is based on the average household size of the 2020 Census multiplied by the maximum number of units (based on 2020 Census). The average household size in Mary Esther is 2.1 persons. The proposed park positively impacts recreation services with the addition of the waterfront park. The required recreation and open space for the city is 3.9 acres. The current recreation and open space acreage in the city far exceeds this requirement at approximately 39.67 acres.
- 2. Solid Waste:** Per Comprehensive Plan Policy 10.B.1.5, the analysis for solid waste impact is one hundred (100) gallons per capita daily. The Public Works department determined adequate capacity for solid waste.
- 3. Potable Water and Sewer:** Per Comprehensive Plan Policy 10.D.1.1, the levels of service is one hundred (100) gallons per capita daily. The Public Works department determined there is adequate capacity for potable water and sewer.
- 4. Drainage:** Drainage impact is determined on a site-by-site basis and development shall comply with the City's drainage level of standards.
- 5. Transportation:** Traffic generation was not completed for this project, but it is not anticipated that the proposed park will have a significant trip generation.

Compatibility with Existing and Proposed Land Uses

Table 4 Adjacent Land Use

Direction	FLU Designation	Zoning District	Existing Land Use
North:	Commercial (COM)	C-1 (Limited Commercial)	US HWY 98/Commercial/Retail
South:	N/A	N/A	Santa Rosa Sound
East:	Commercial (COM)/ Low Density Residential (LDR)	C-2 (General Commercial) / R-1 (Single Family Residential)	Single-Family Residential
West:	Commercial (COM)	C-2 (General Commercial)	Commercial/ Food Trucks and Watersport rentals

The proposed FLU designation is compatible with the adjacent FLU designations, zoning districts and existing uses. The subject property will create a buffer between existing commercial and residential uses.

D. Funding Commitments for Required Improvements

No additional capital improvements beyond what has already been approved within the City's Comprehensive Plan will result because of the proposed request for a FLU map amendment. Therefore, no funding commitments for capital improvement projects are required of the Applicant at this time.

E. Impact on Natural Resources

- iii. **Wetlands:** According to the Okaloosa County Wetlands Map, there are no existing wetlands on the property.
- iv. **Floodplain:** According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) of Okaloosa County, a sizeable portion of the southwest corner of the property adjacent to the cove is located within Zone AE (areas determined to have a 1% annual chance of flooding), a very small area on the southwestern most corner of the property is located within Zone VE (areas determined to have wave heights of 3 ft or more), while the majority of the property is located within Zone X (areas determined to be within the 0.2% annual chance floodplain).

4. **Endangered Species:** N/A

5. **Soil Conditions:** N/A

VI. OTHER CONSIDERATIONS

- 1. There are no public-health, safety, and/or welfare issues associated with this FLU map and rezone amendment request.

F. Impact on Schools

There are no impacts to Schools as a result of this FLU Map amendment and rezone request.

G. Consistency with the City of Mary Esther Vision Plan

The new waterfront park aligns with the Vision Plan Goal of providing vibrant neighborhood parks where all members of the community may gather for recreation.

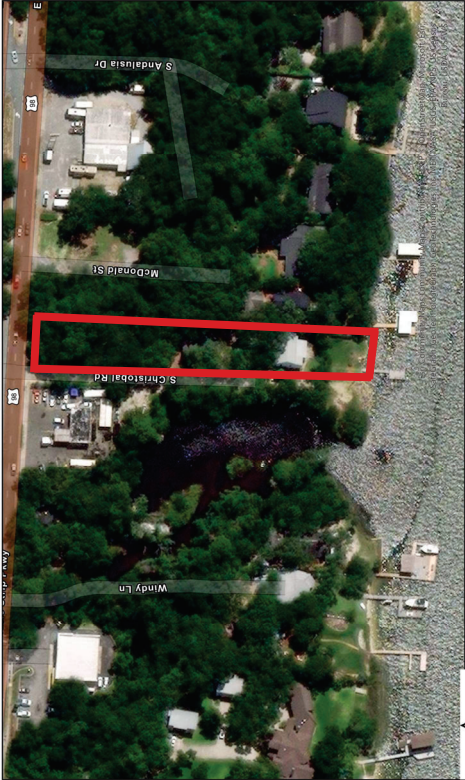
Note: Adoption of a FLU map amendment and rezone does not reserve or guarantee capacity in water, sewer, transportation, drainage, recreation, or solid waste facilities, nor does it guarantee maximum density or intensity in a land use designation can be achieved.

VII. STAFF RECOMMENDATION

Staff recommends adoption of these Ordinances based on the findings presented in this report.

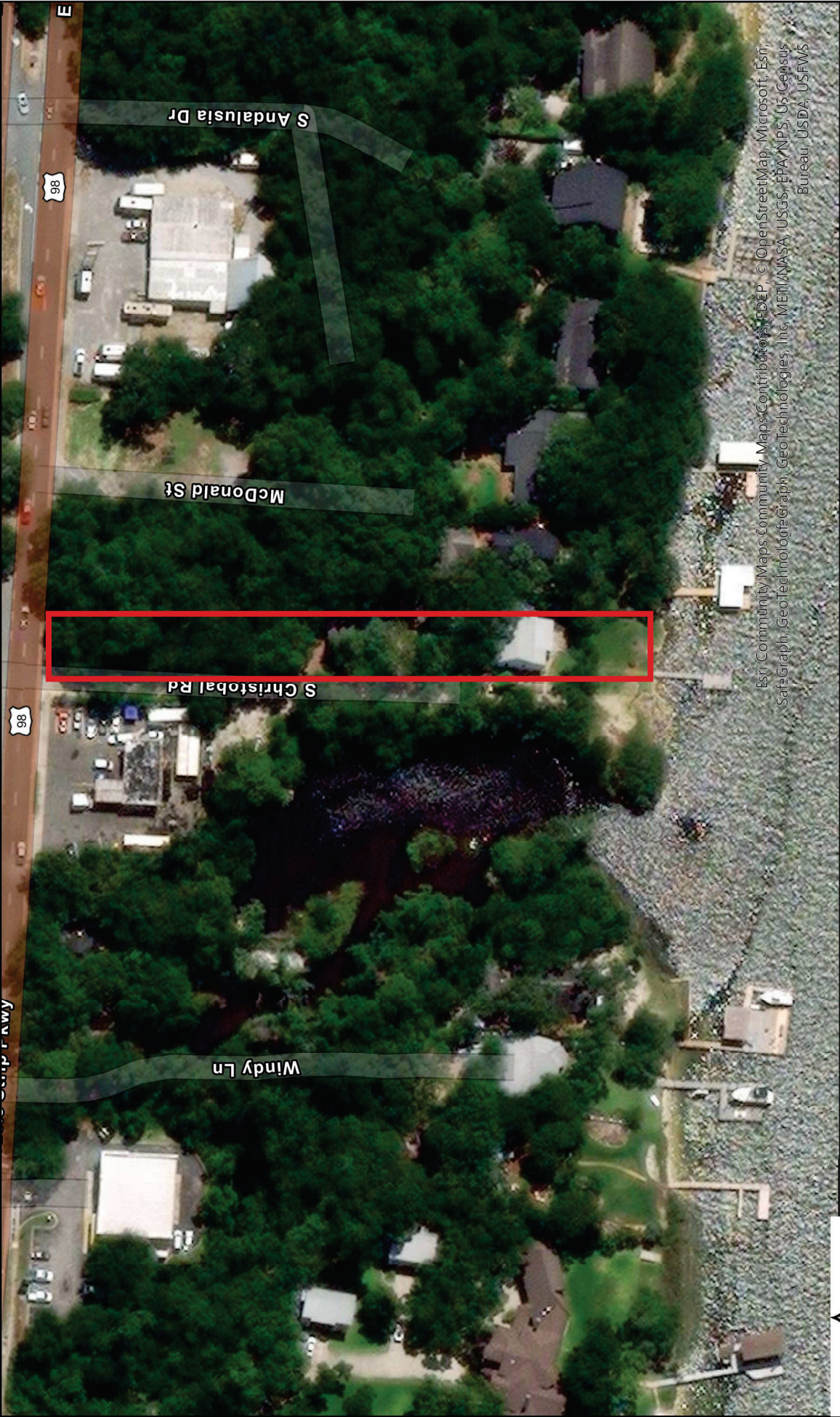
EXHIBITS

EXHIBIT A, A.1	Location Map
EXHIBIT B	Existing Future Land Use Map
EXHIBIT C	Existing Zoning Map



Location Map Christobal Landing 2024

Exhibit A.1: Location Map



Esri, Community Maps, Community Maps Contributors, Esri, © OpenStreetMap, Microsoft, Esri, SafeGraph, GeoTechnologyGraph, GeoTechnologies, Inc., METI, NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



BUSINESS • SERVICE • FAMILIES
MARY ESTHER-FLORIDA
A GROWING COMMUNITY

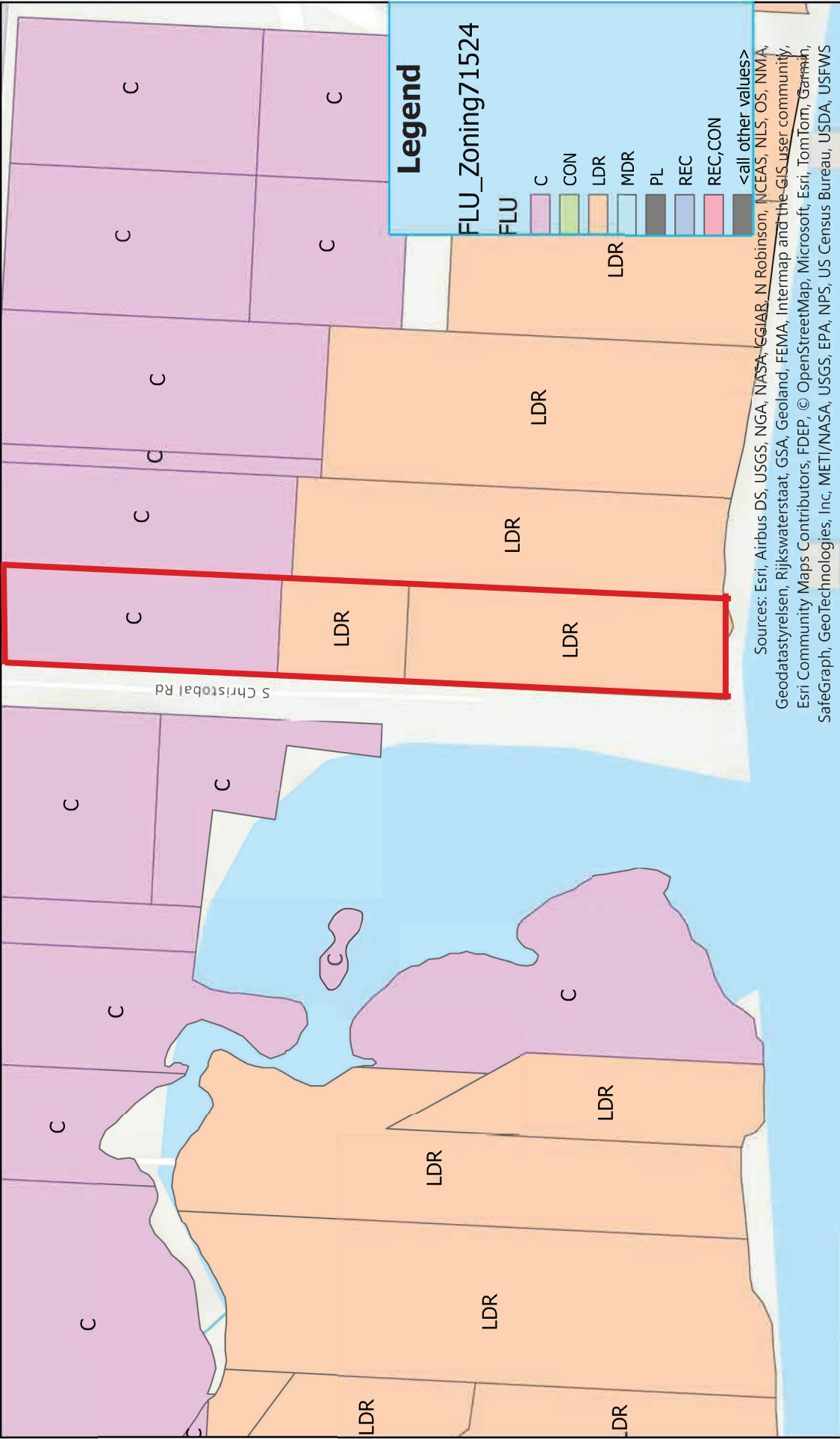
Location Map Christobal Landing

0	90	180	360 Feet
2024			



N

Exhibit B: Existing Future Land Use



Existing FLU Christobal Landing



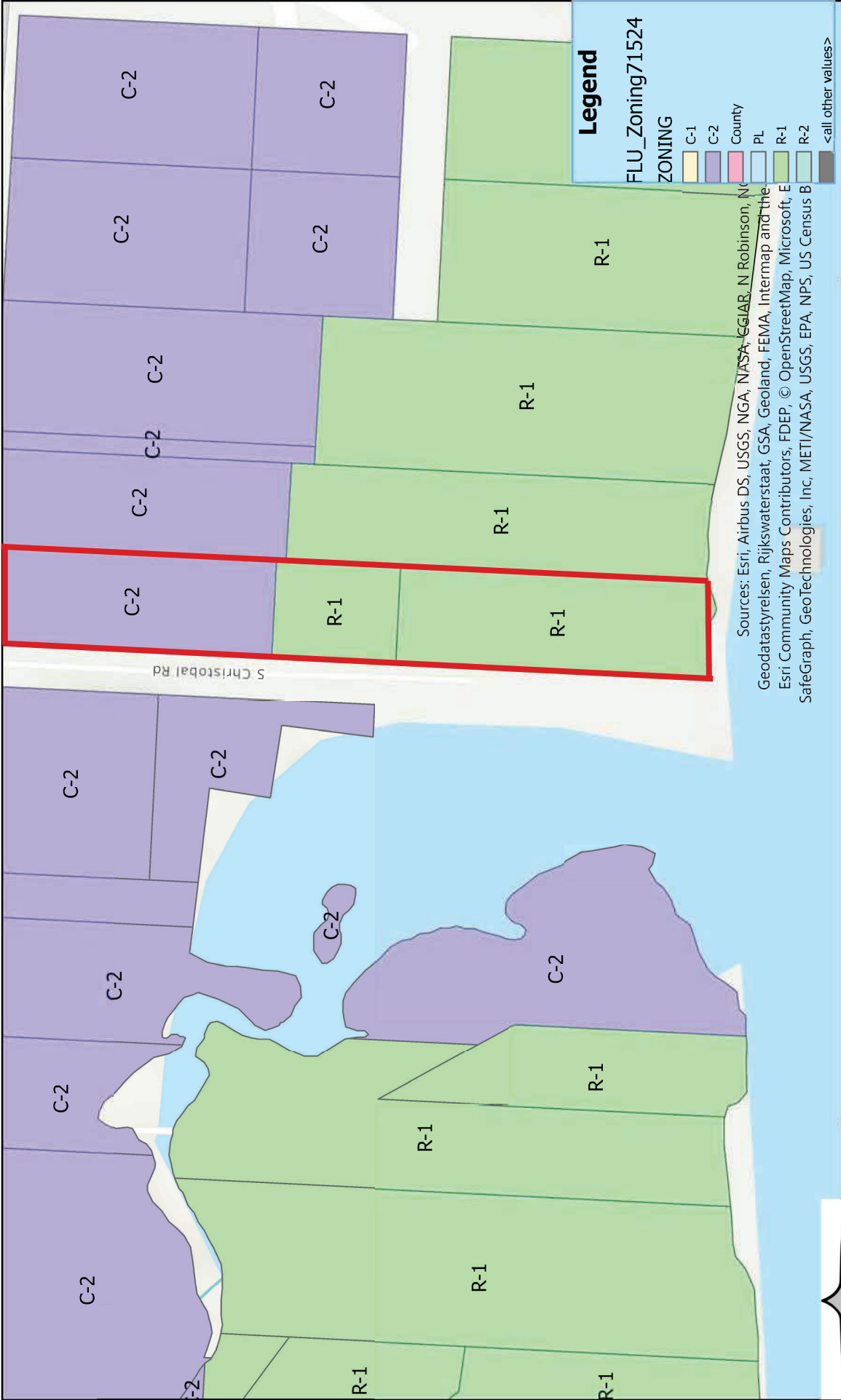
2024

300 Feet

150

75

0



Existing Zoning for Christobal Landing

0 75 150 300 Feet

2024

ORDINANCE NO. 2024- 02

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF APPROXIMATELY ZERO POINT SEVENTY FOUR (0.74) ACRES OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF US HIGHWAY NINETY EIGHT (US HWY 98) AND THE EAST SIDE OF CHRISTOBAL ROAD: FROM LOW DENSITY RESIDENTIAL (LDR) AND COMMERCIAL (COM) TO PUBLIC LANDS (PL) FUTURE LAND USE; PROVIDING FOR LEGISLATIVE INTENT, IMPLEMENTING ACTIONS, A SAVINGS PROVISION, SCRIVENER'S ERRORS, CONFLICTS, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property which is the subject of this Ordinance is located on zero point seventy four (0.74) acres of land generally located on the south side of US Highway Ninety Eight (US HWY 98) and the east side of Christobal Road; and

WHEREAS, the City of Mary Esther's Local Planning Agency (LPA) held a public hearing on September 4, 2024, to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Mary Esther Comprehensive Plan* and recommended approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

WHEREAS, Section 163.3187, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements relating to small scale amendments which are related to proposed small scale development activities and provides, among other things, that such amendments may be approved without regard to any limits on the frequency of consideration of amendments to the *City of Mary Esther Comprehensive Plan*;

WHEREAS, the amendment proposed by this ordinance does not involve a text change to the goals, policies, and objectives of the *City of Mary Esther Comprehensive Plan*, but only proposes a land use change to the Future Land Use Map for a site-specific small scale development activity; and

WHEREAS, the City of Mary Esther has complied with all requirements and procedures of Florida law in processing this amendment to the *City of Mary Esther Comprehensive Plan* including, but not limited to, Section 163.3187, *Florida Statutes*.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent.

(a). The foregoing recitals are hereby incorporated by this reference as a material part of this ordinance and together with the City staff report represent administrative findings with respect to the actions taken herein.

(b) The City of Mary Esther has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

(c). This Ordinance is internally consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Mary Esther*.

(d). The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

SECTION 2. Amendment To the Future Land Use Map.

(a). The Future Land Use Element of the *Comprehensive Plan of the City of Mary Esther* and the City's Future Land Use Map are hereby amended by assigning the City of Mary Esther Public Lands (PL) future land use designation to the property described in Exhibit A to this Ordinance and depicted in Exhibit B to this Ordinance, said property being currently assigned Low Density Residential (LDR) and Commercial (COM); and Exhibit C depicts the currently assigned future land use designations. Exhibit D depicts the amended future land use designations.

(b). All exhibits to this Ordinance are incorporated into the text and substance of this Ordinance as if fully set forth herein verbatim.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employee(s) as deemed effectual and prudent.

SECTION 4. Savings. The prior actions and activities of the City of Mary Esther relating to the comprehensive planning and land development regulatory programs and actions of the City are hereby ratified and affirmed.

SECTION 5. Scrivener's Errors. The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the Code codifier. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 6. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. Severability. If any section, sentence, phrase, word, or portion of this

Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. Effective Date. The small-scale amendment to the City's *Comprehensive Plan* as set forth herein shall not become effective, in accordance with Section 163.3187(5)(c), *Florida Statutes*, until thirty-one (31) days after the enactment of this Ordinance. If challenged within thirty (30) days after enactment, the small-scale amendment set forth in this Ordinance shall not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a final order determining that the subject small-scale amendment is in compliance with controlling State law.

So Done this ____ day of _____, 2024.

By: _____
Chris Stein, Mayor
City of Mary Esther, Florida

ATTEST:

Dillon Morris
City Clerk

1st Reading:
Published:
2nd Reading:

Exhibit A: Legal Description

(Tax Identification Parcel No. 16-25-24-1710-000A-006C)

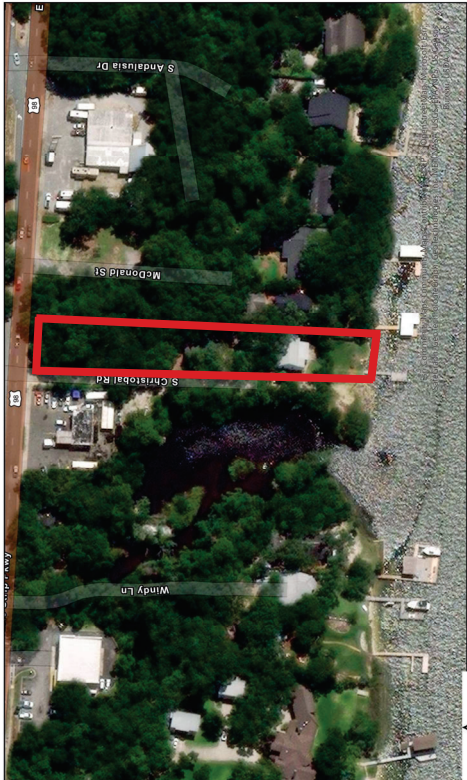
MAC INTIRE S/D N PART LOT 6 BLK A AS OR

(Tax Identification Parcel No. 16-2S-24-1710-0000A-006B) MAC

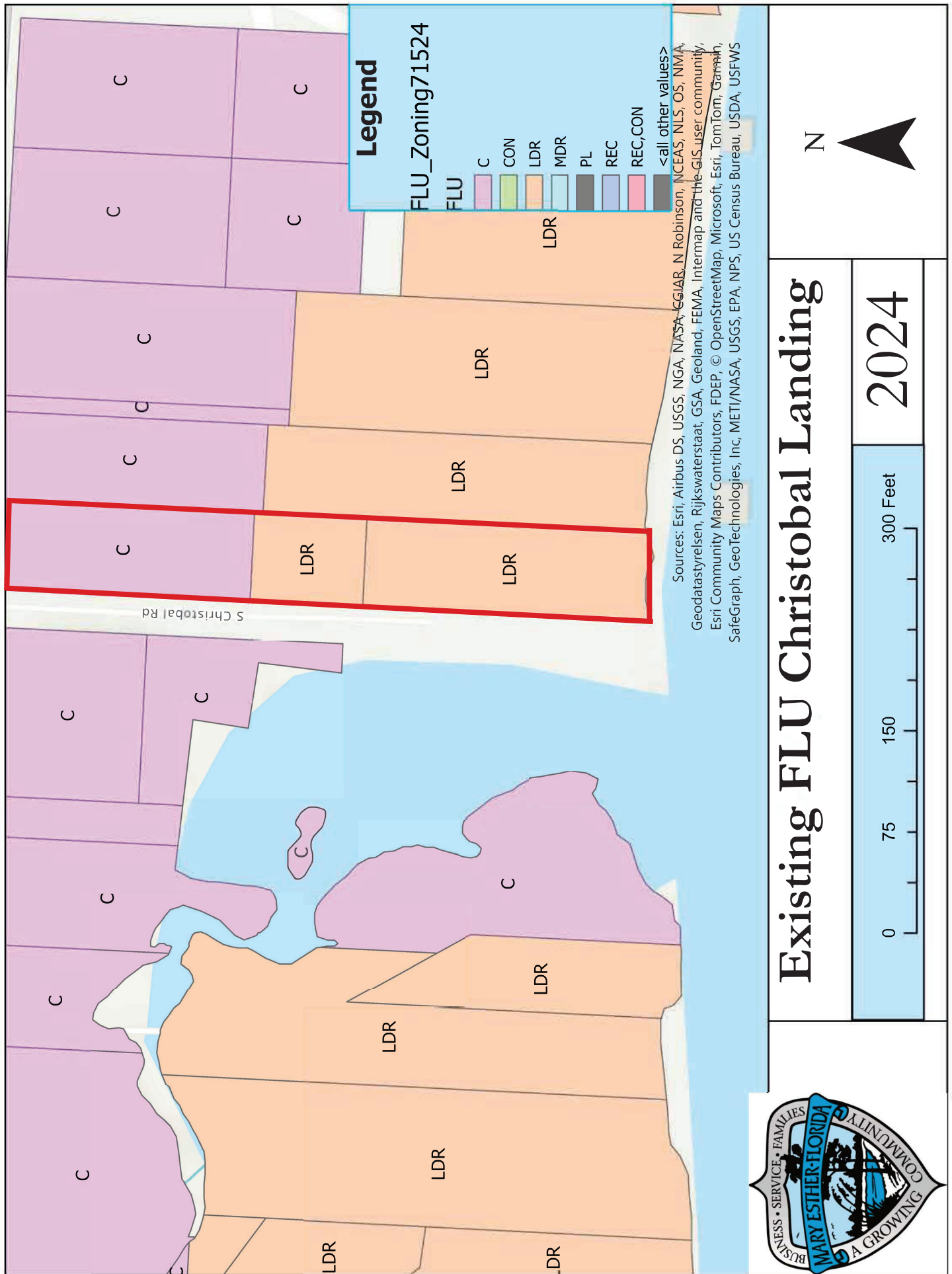
INTIRE BEG AT INTER OF W LINE LOT

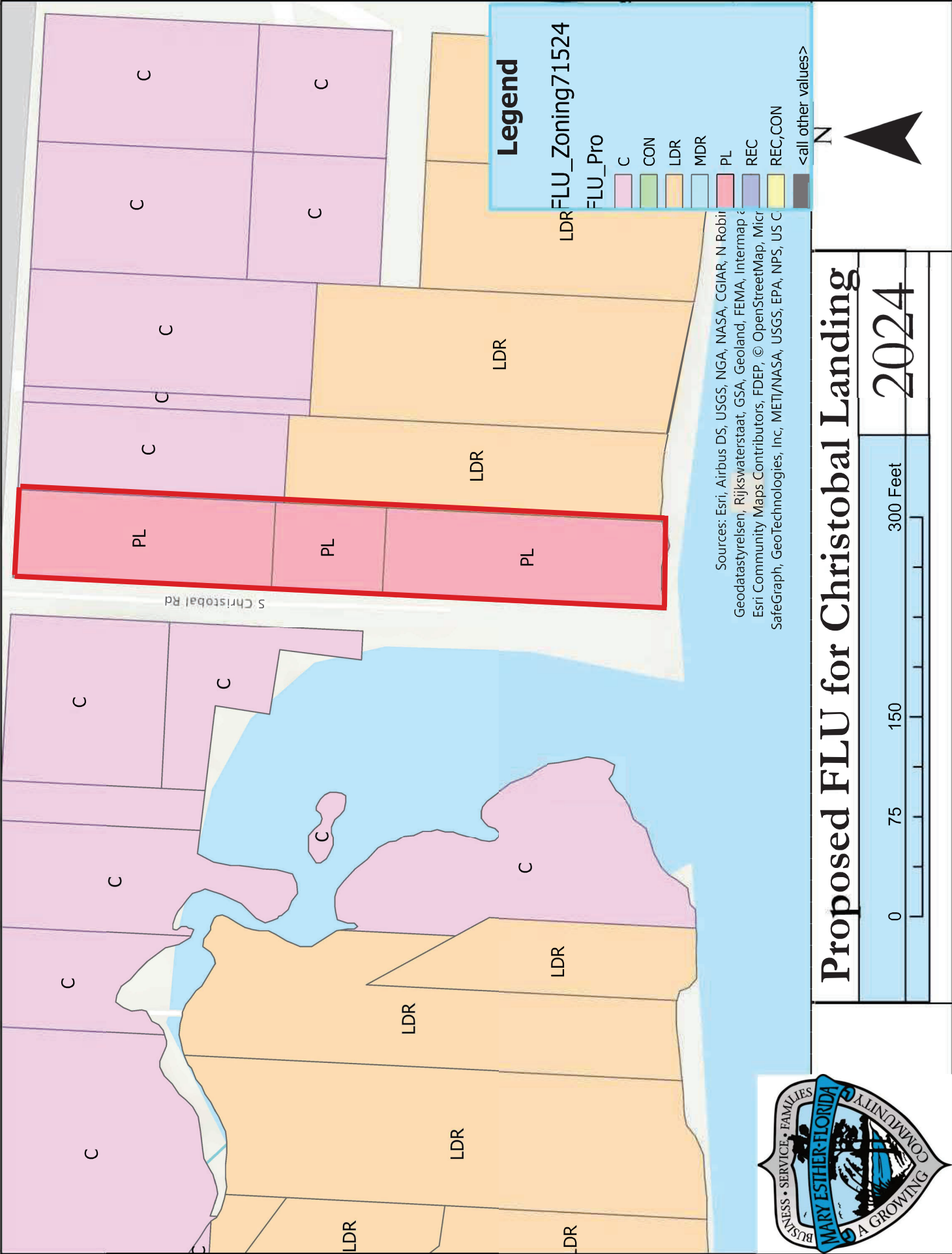
(Tax Identification Parcel No. 16-2S-24-1710-000A-006A) MAC

INTIRE S/D SOUTH PART LOT 6 BLK A AS



Location Map Christobal Landing 2024





ORDINANCE NO. 2024-03

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA, AMENDING THE ZONING MAP OF APPROXIMATELY ZERO POINT SEVENTY FOUR (0.74) ACRES OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF US HIGHWAY NINETY EIGHT (US HWY 98) AND THE EAST SIDE OF CRISTOBAL ROAD: FROM C-2 (GENERAL COMMERCIAL) AND R-1 (SINGLE FAMILY RESIDENTIAL) TO PUBLIC LANDS (PL) ZONING DISTRICT; PROVIDING FOR LEGISLATIVE INTENT, IMPLEMENTING ACTIONS, A SAVINGS PROVISION, SCRIVENER'S ERRORS, CONFLICTS, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent.

- (a). The City of Mary Esther has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.
- (b). This Ordinance is internally consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Mary Esther*.
- (c). The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

SECTION 2. Adoption of the Amendment to the Official Zoning Map.

- (a). In exercise of its authority, the City Council of the City of Mary Esther, Florida finds it necessary and desirable to adopt and does hereby adopt this amendment and update to the City of Mary Esther's zoning map, attached hereto as Exhibit "D" in order to encourage the most appropriate use of land, water, and resources, consistent with the public interest; and to deal effectively with future problems that may result from the use and development of land within City of Mary Esther, Florida.
- (b). All exhibits to this Ordinance are incorporated into the text and substance of this Ordinance as if fully set forth herein verbatim.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings. The prior actions and activities of the City of Mary Esther relating to the comprehensive planning and land development regulatory programs and actions of the City are hereby ratified and affirmed.

SECTION 5. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 6. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. Severability. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. Effective Date. This Ordinance shall become effective immediately upon adoption.

SO DONE this _____ day of _____, 2024.

By: _____
Chris Stein, Mayor
City of Mary Esther, Florida

ATTEST:

Dillon Morris
City Clerk

1st Reading:
Published:
2nd Reading:

Exhibit A: Legal Description

(Tax Identification Parcel No. 16-25-24-1710-000A-006C)

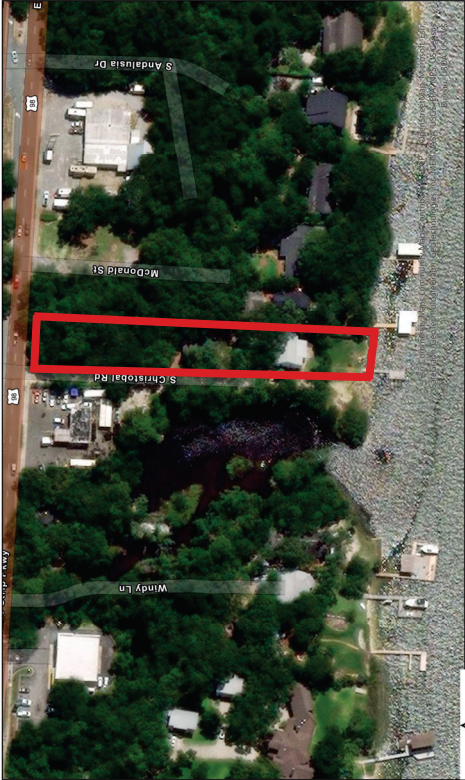
MAC INTIRE S/D N PART LOT 6 BLK A AS OR

(Tax Identification Parcel No. 16-2S-24-1710-0000A-006B) MAC

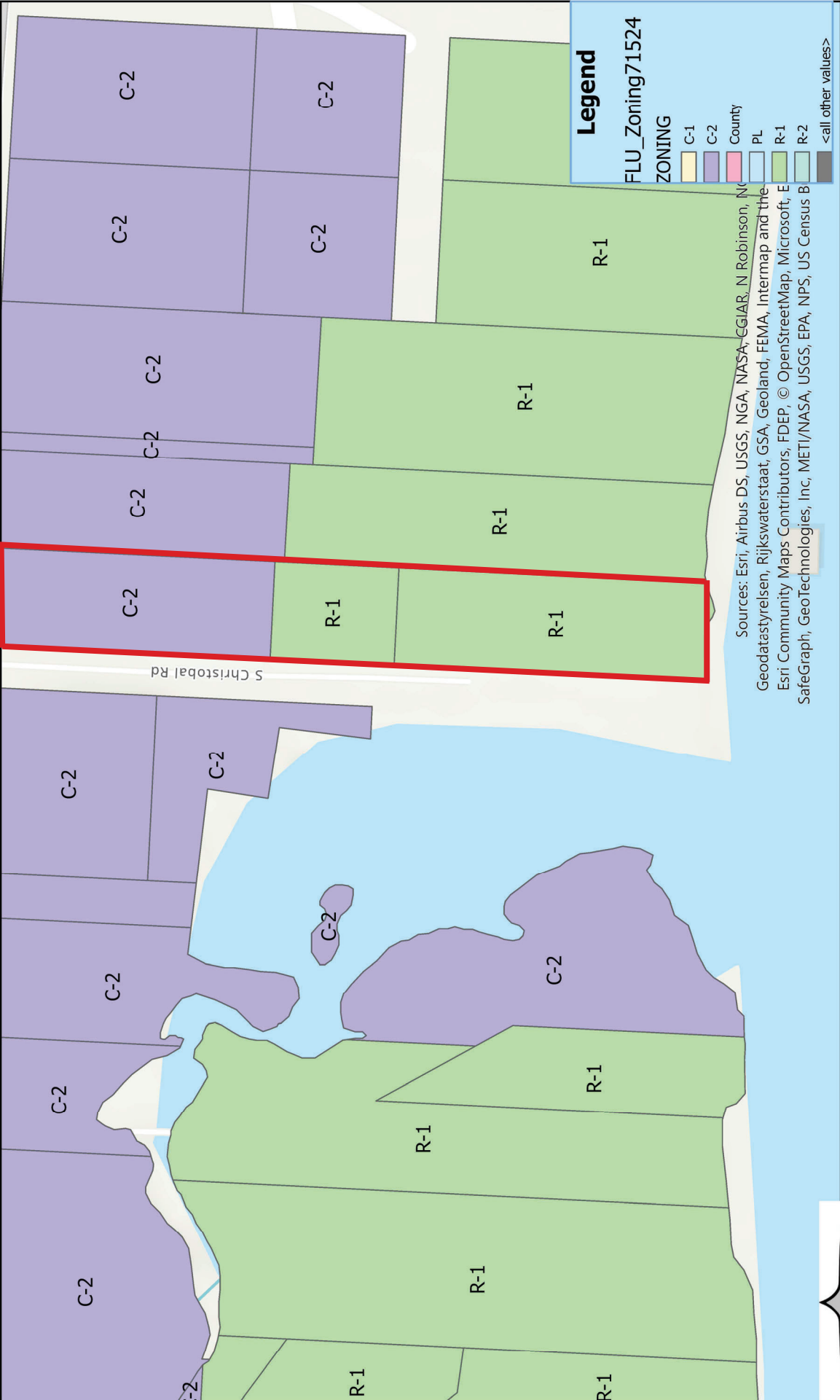
INTIRE BEG AT INTER OF W LINE LOT

(Tax Identification Parcel No. 16-2S-24-1710-000A-006A) MAC

INTIRE S/D SOUTH PART LOT 6 BLK A AS

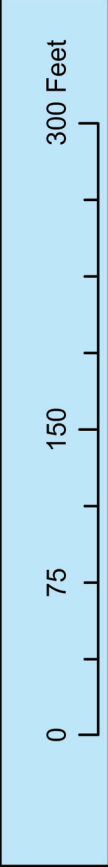


Location Map Christobal Landing 2024



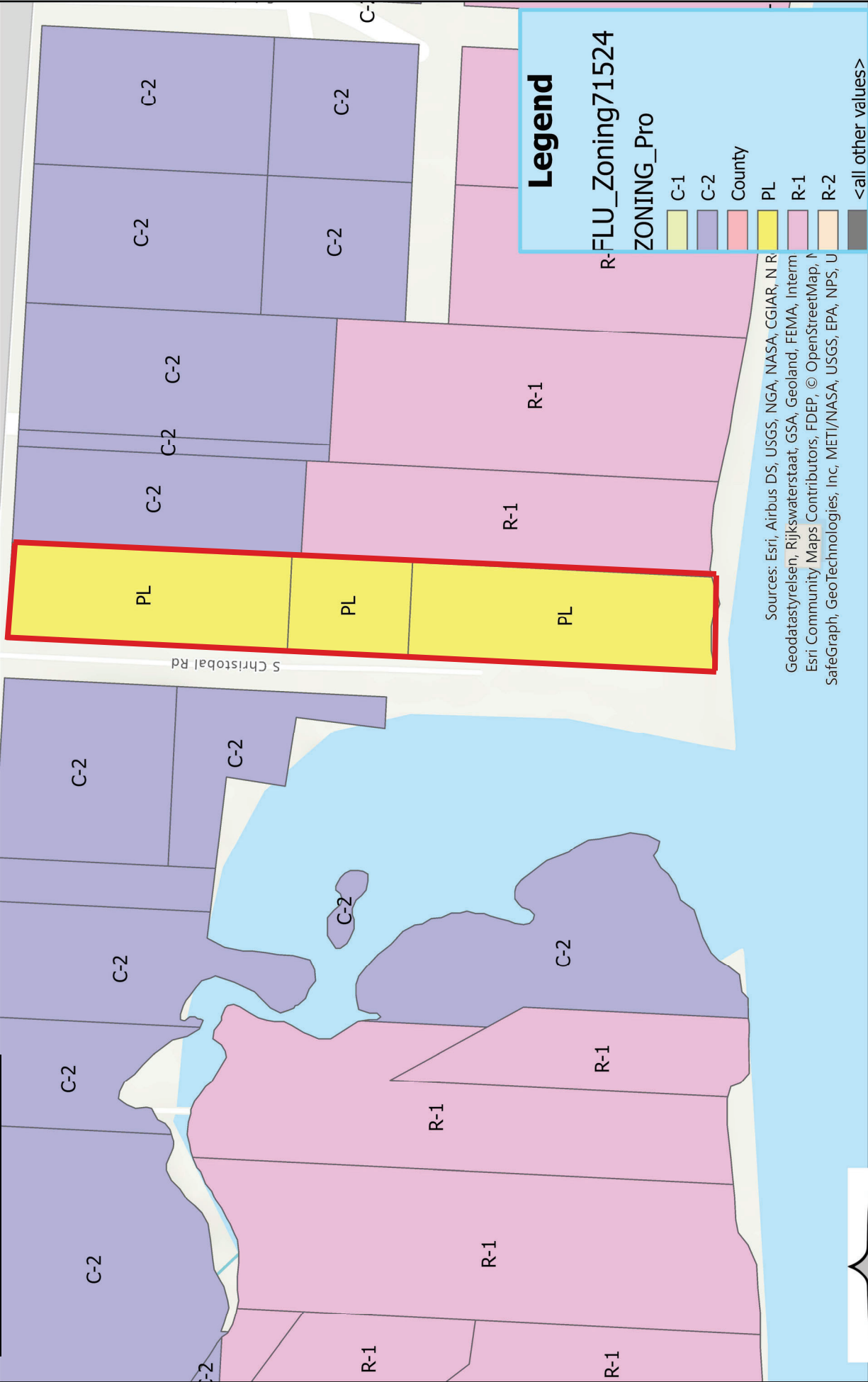


Current Zoning for Christobal Landing



2024





Proposed Zoning For Christobal Landing



2024

300 Feet



ORDINANCE NO. 2024- 02

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF APPROXIMATELY ZERO POINT SEVENTY FOUR (0.74) ACRES OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF US HIGHWAY NINETY EIGHT (US HWY 98) AND THE EAST SIDE OF CHRISTOBAL ROAD: FROM LOW DENSITY RESIDENTIAL (LDR) AND COMMERCIAL (COM) TO PUBLIC LANDS (PL) FUTURE LAND USE; PROVIDING FOR LEGISLATIVE INTENT, IMPLEMENTING ACTIONS, A SAVINGS PROVISION, SCRIVENER'S ERRORS, CONFLICTS, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property which is the subject of this Ordinance is located on zero point seventy four (0.74) acres of land generally located on the south side of US Highway Ninety Eight (US HWY 98) and the east side of Christobal Road; and

WHEREAS, the City of Mary Esther's Local Planning Agency (LPA) held a public hearing on September 4, 2024, to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Mary Esther Comprehensive Plan* and recommended approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

WHEREAS, Section 163.3187, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements relating to small scale amendments which are related to proposed small scale development activities and provides, among other things, that such amendments may be approved without regard to any limits on the frequency of consideration of amendments to the *City of Mary Esther Comprehensive Plan*;

WHEREAS, the amendment proposed by this ordinance does not involve a text change to the goals, policies, and objectives of the *City of Mary Esther Comprehensive Plan*, but only proposes a land use change to the Future Land Use Map for a site-specific small scale development activity; and

WHEREAS, the City of Mary Esther has complied with all requirements and procedures of Florida law in processing this amendment to the *City of Mary Esther Comprehensive Plan* including, but not limited to, Section 163.3187, *Florida Statutes*.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent.

(a). The foregoing recitals are hereby incorporated by this reference as a material part of this ordinance and together with the City staff report represent administrative findings with respect to the actions taken herein.

(b) The City of Mary Esther has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

(c). This Ordinance is internally consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Mary Esther*.

(d). The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

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(b). All exhibits to this Ordinance are incorporated into the text and substance of this Ordinance as if fully set forth herein verbatim.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employee(s) as deemed effectual and prudent.

SECTION 4. Savings. The prior actions and activities of the City of Mary Esther relating to the comprehensive planning and land development regulatory programs and actions of the City are hereby ratified and affirmed.

SECTION 5. Scrivener's Errors. The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the Code codifier. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 6. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. Severability. If any section, sentence, phrase, word, or portion of this

Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. Effective Date. The small-scale amendment to the City's *Comprehensive Plan* as set forth herein shall not become effective, in accordance with Section 163.3187(5)(c), *Florida Statutes*, until thirty-one (31) days after the enactment of this Ordinance. If challenged within thirty (30) days after enactment, the small-scale amendment set forth in this Ordinance shall not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a final order determining that the subject small-scale amendment is in compliance with controlling State law.

So Done this ____ day of _____, 2024.

By: _____
Chris Stein, Mayor
City of Mary Esther, Florida

ATTEST:

Dillon Morris
City Clerk

1st Reading:
Published:
2nd Reading:

Exhibit A: Legal Description

(Tax Identification Parcel No. 16-25-24-1710-000A-006C)

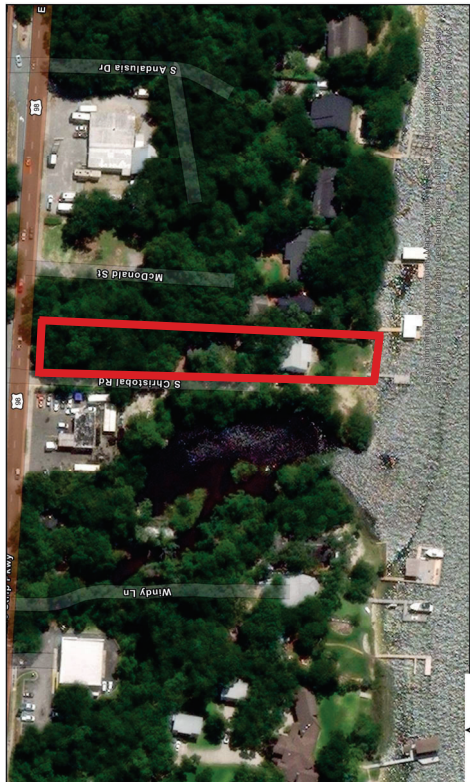
MAC INTIRE S/D N PART LOT 6 BLK A AS OR

(Tax Identification Parcel No. 16-2S-24-1710-0000A-006B) MAC

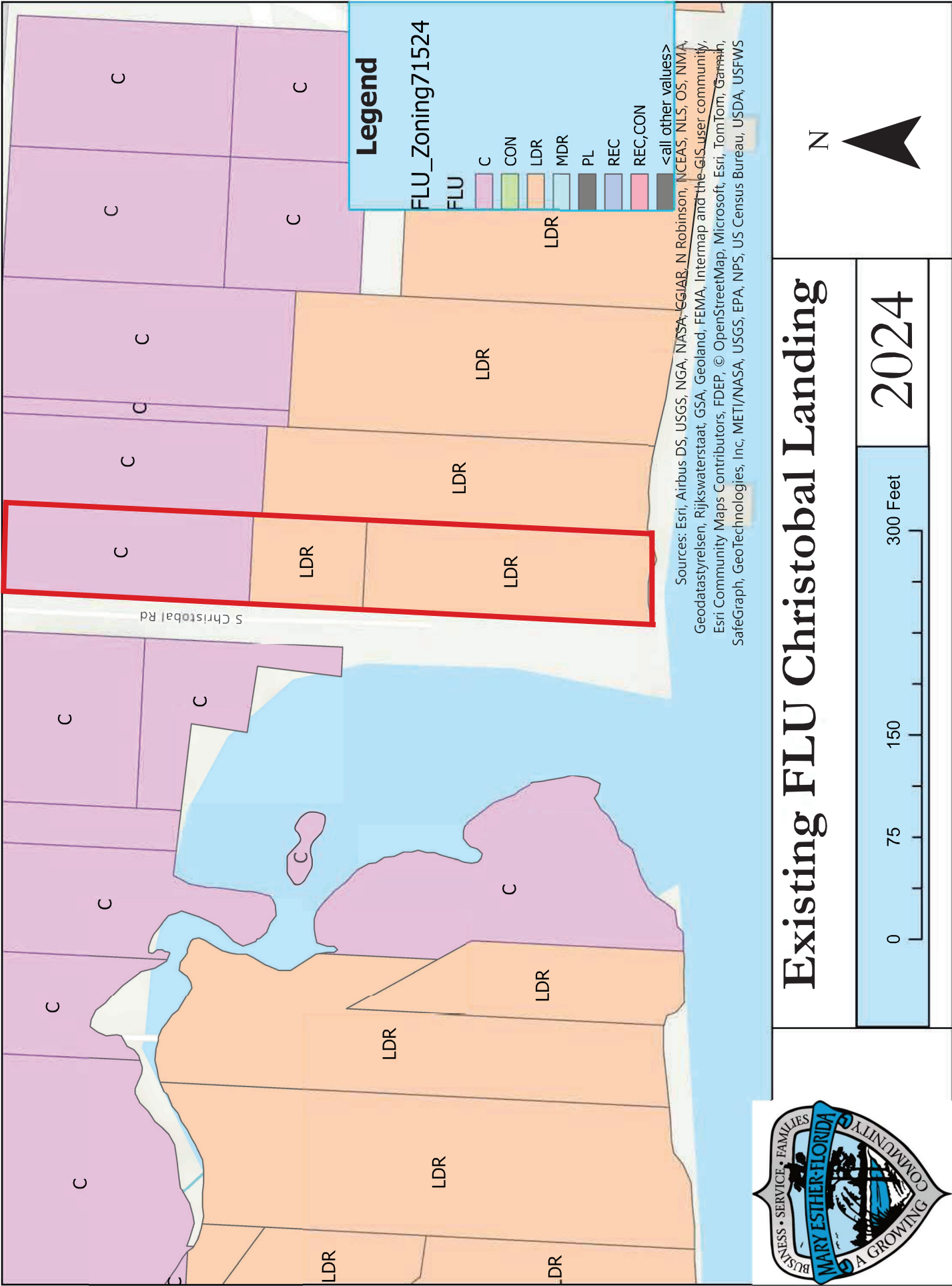
INTIRE BEG AT INTER OF W LINE LOT

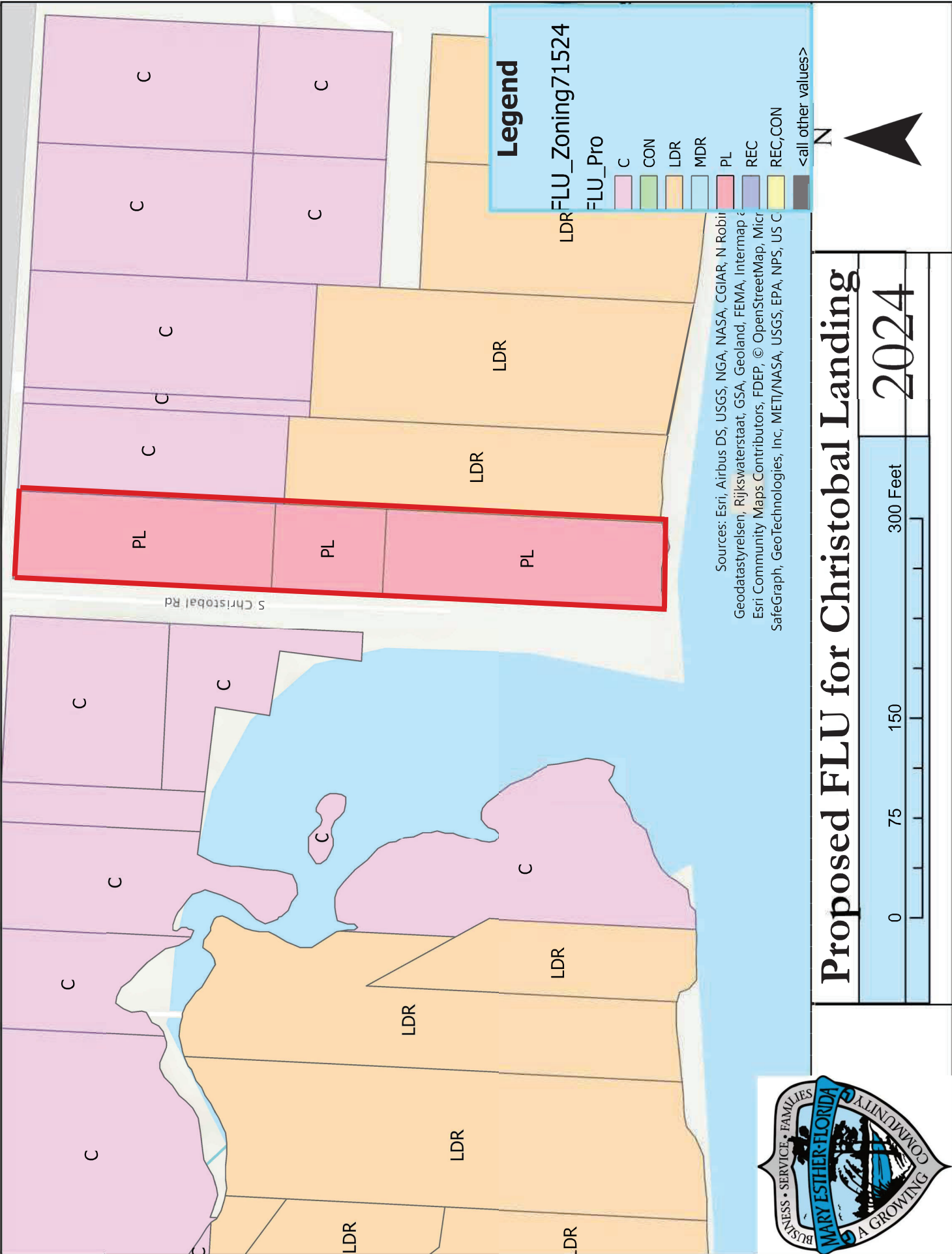
(Tax Identification Parcel No. 16-2S-24-1710-000A-006A) MAC

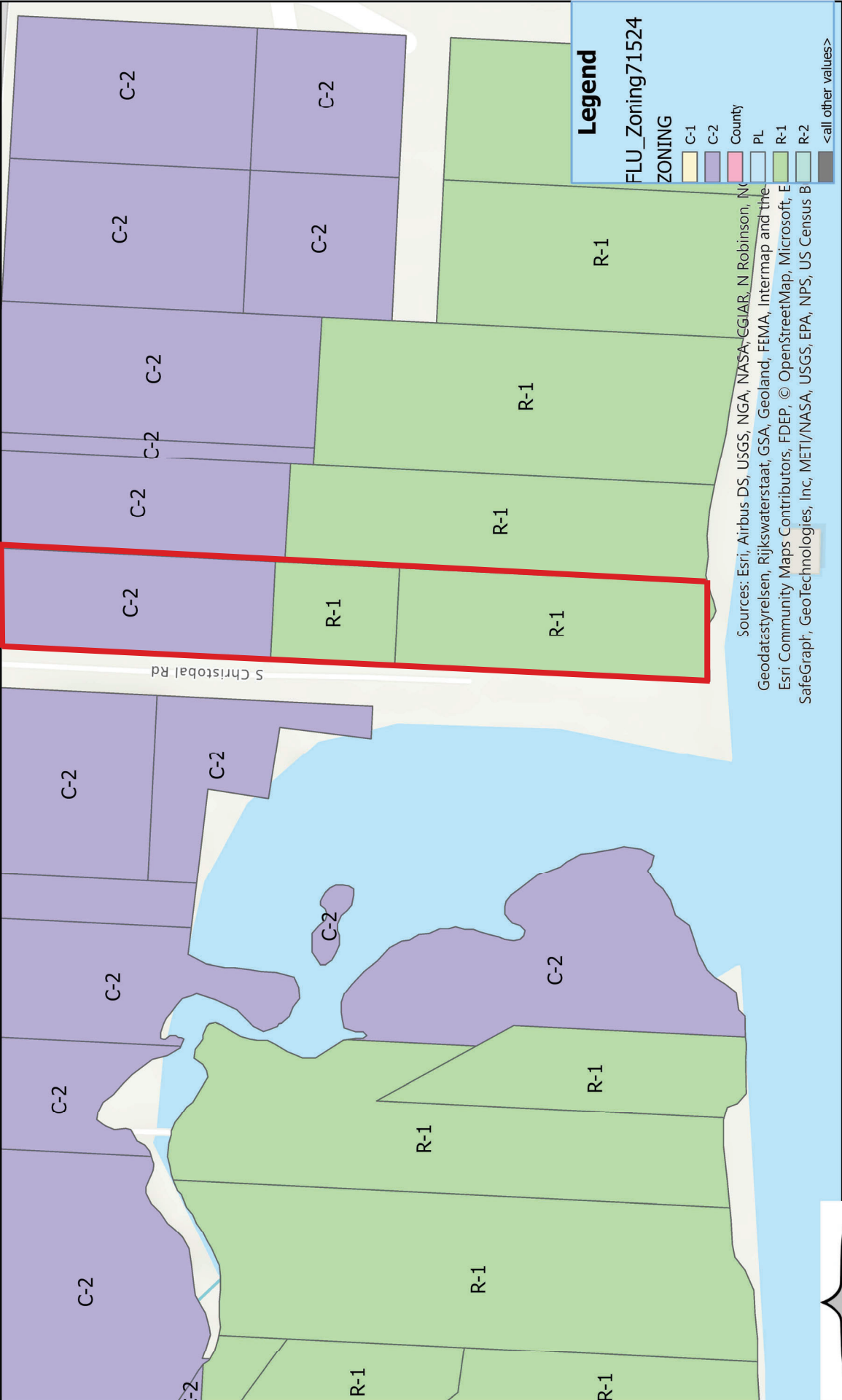
INTIRE S/D SOUTH PART LOT 6 BLK A AS



Location Map Christobal Landing 2024







Current Zoning for Christobal Landing

2024

300 Feet

150

75

0



AGENDA ITEM

Agenda Item 10.2.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: October 7, 2024

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

BACKGROUND:

A timeline of events is provided below:

- August 21, 2023 - The City Council held a workshop to develop a framework for a new ordinance regulating vacation rentals.
- March 4, 2024 - The City Council reviewed a draft ordinance and provided feedback.
- March 6, 2024 - The state legislature adopted Senate Bill 280 (SB 280) to regulate vacation rentals at the state level. The staff updated the draft ordinance to conform with SB 280.
- June 3, 2024 - The City Council approved the first reading of the updated ordinance, Ordinance 2024-01, Vacation Rentals.
- June 27, 2024 - Governor Ron DeSantis vetoed SB 280.
- August 5, 2024 - The City Council tabled discussion on Ordinance 2024-01 until the meeting on October 7.

DISCUSSION:

SB 280 established state regulations for vacation rentals, which were incorporated into the ordinance approved for the first reading of Ordinance 2024-01 on June 3, 2024. Staff would like direction on whether the Council desires to proceed with the ordinance as written, or if there is a preference to remove the provisions required by SB 280. The major changes from the March 4 to June 6 drafts are shown below:

- Sec. 13-202. Maximum Occupancy - Changed from the requirements of the Florida Fire Prevention Code to a prescribed limit of not more than 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. 13-205. Enforcement and Remedies - The enforcement process and penalties established by the City were changed to those established by the State specifically for vacation rentals under SB 280.

Copies of both ordinances are attached for your review.

FINANCIAL IMPACT:

None at this time.

RECOMMENDATION:

Staff is seeking direction on how to proceed. Options include:

1. Move forward with a second reading of the ordinance as written on November 4.
2. Revise the ordinance to remove SB 280 language and proceed with a first reading on November 4.
3. No action. The ordinance would fail for lack of a second reading, and the City would not regulate vacation rentals.

ATTACHMENT(S):

1. Ordinance 2024-01, Vacation Rentals - March 4, 2024
2. Ordinance 2024-01, Vacation Rentals - June 6, 2024

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 and Chapter 166 Florida Statutes provides municipalities with the authority to exercise any power 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 throughout 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 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, an ordinance regulating vacation rentals is in the best interest of the citizens 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. The above recitals and findings set forth are hereby adopted as additional legislative findings.

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, as defined by the Florida Statutes.

- (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 occupants of the vacation rental 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 August 1, 2024, and shall obtain a Certificate of Registration by no later than October 1, 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 August 1. 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 in the capacity of Designated Responsible Party for the Vacation Rental being registered and that they agree 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 or other proof of payment.
 - 7) 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 and remitting tourist development taxes as a transient public lodging establishment.
 - 8) Statement identifying the gross floor area and maximum occupancy for the vacation rental in compliance with the Florida Fire Prevention Code¹.
 - 9) If the application for registration is submitted on behalf of the Owner of the property, a letter of authorization from the Owner shall be required naming the authorized representative.
 - 10) Any other information that the City may reasonably request to verify compliance with the terms of this Article.
- (c) Applications 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.
- (d) If the application is deemed incomplete, the applicant shall be notified of the deficiencies and provided **fifteen (15) calendar days** to correct the deficiencies. The application shall be processed if the deficiencies are corrected within this period. Failure to satisfy these requirements within the **fifteen (15) day** period shall result in the denial and withdrawal of the application.

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.
- (a) All Certificates of Registration shall be valid and issued from **October 1 – September 30**, unless suspended per this Article.
- (b) 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

¹ Fla. Admin. Code R. 69A-43.018, states the maximum as 150 square feet gross floor area per person.

Maximum Occupancy of the Vacation Rental.

Sec. 13-195. – Renewal of Registration.

- (a) All Certificates of Registration shall expire on **October 1** of each year. An Owner or authorized representative shall renew the registration annually and obtain a new Certificate of Registration prior to **August 1** of each year after the initial registration. A determination of compliance shall be made by **October 1**.
- (b) A Certificate of Registration shall not be renewed if there are any active code compliance cases or outstanding penalties, fines, or liens for violations of this Article or any provision of the City of Mary Esther Code of Ordinances pertaining to the Vacation Rental.

Sec. 13-196. – Amendment of Certificate of Registration.

An amendment of the Certificate of Registration shall be required if there is an increase in the gross floor area, maximum occupancy of the Vacation Rental, or change in the Designated Responsible Party.

Sec. 13-197. – Change in Ownership of the Vacation Rental.

When a Vacation Rental is sold, or ownership is otherwise transferred, the new Owner shall apply for a new Certificate of Registration with the City within **fifteen (15) days** from the date of the sale or transfer and shall obtain a new Certificate of Registration. If the new Owner fails to apply for a new Certificate of Registration as provided in this Article, any Certificate of Registration previously issued for that Vacation Rental shall become null and void on the **sixteenth (16th) day** following such sale or transfer.

Sec. 13-198. – 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. 13-199. – 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. 13-200. – 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 landline or mobile 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) To be informed as to the names, addresses and email addresses and phone numbers of all occupants and as to the number of occupants during each rental period.
 - 6) To maintain a register with names of all occupants and their address, telephone number, electronic mail address, and dates of stays of all occupants which shall be always open to inspection by authorized personnel of the City. This information shall be retained for a minimum of two years after the occupant has vacated the Vacation Rental.
 - 7) 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 one week 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 Occupancy of a Vacation Rental shall be stated on the Vacation Rental registration form and established by the current Florida Fire Prevention Code.

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.
 - 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 that the number of occupants of the Vacation Rental 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) The City may utilize Chapter 162, Part 1, Florida Statutes, to prosecute a violation of this Article or other code violations with respect to a Vacation Rental and in such cases, the code enforcement board or special magistrate shall be authorized to hold a hearing, to assess penalties and to order other relief in accordance with Article VI of the Code of Ordinances and this Article.
- (c) 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.

Section 3. 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 4. 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
Interim City Clerk

1st Reading:
Published:
2nd Reading:

DRAFT

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.

- (l) 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

1st Reading:

Published:

2nd Reading:

DRAFT

AGENDA ITEM

Agenda Item 11.1.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey

DATE: October 7, 2024

SUBJECT: Jacobs Settlement Agreement

BACKGROUND:

Due to some calculation errors in the Springdale plans, Jacobs agreed to provide a combination of engineering fee credits and in-kind work, including the installation of driveways and sewer manhole rehabilitation. The total value of the credits and work is approximately \$300,000, or half the cost of the error.

DISCUSSION:

The agreement was discussed during previous council meetings but not formalized in writing. Our City Attorney is working with Jacobs to formalize the agreement. A copy will be attached for City Council review as soon as it becomes available.

FINANCIAL IMPACT:

The agreement would reduce our financial obligations for the Springdale project by \$300,000.

RECOMMENDATION:

Motion to approve the settlement agreement for the Springdale Neighborhood Infrastructure project with Jacobs.

ATTACHMENT(S):

AGENDA ITEM

Agenda Item 11.2.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey

DATE: October 7, 2024

SUBJECT: RFB 2024-08, Ray's Pond Stormwater Improvements

BACKGROUND:

Ray's Pond was recently bid to include work on the block of Pryor from Overstreet to North Street and the culvert replacement going into the pond from Scottsdale Drive. This includes paving, curbs, sidewalks as well on the block on Pryor. We received two bids, including one from Chavers Construction and one from Construction Materials of Northwest Florida. Kimley-Horn recommends the bid be awarded to Chavers Construction as the lowest responsive bidder.

DISCUSSION:

References were checked for Chavers Construction and all had positive things to say about them standing behind their work and often finishing ahead of schedule. See attached memo from Kimley-Horn and Bid checklist as well as the bids. The engineer's estimate for this project was \$926,175.72. This bid came in under the estimate by \$327,607.67. Even the highest bid, at \$756,568.15, was under by \$169,859.57.

FINANCIAL IMPACT:

Chavers bid of \$598,868.05 includes a contingency of \$27,327.05. This is substantially lower than engineer's estimate.

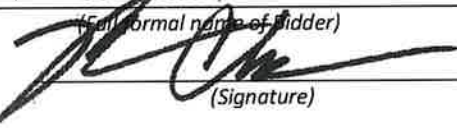
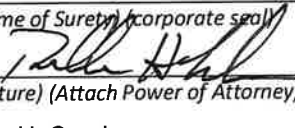
RECOMMENDATION:

Motion to award the bid to Chavers Construction Inc. for an amount not-to-exceed \$598,868.05.

ATTACHMENT(S):

1. RFB 2024-08 Chavers Construction Inc. Bid
2. RFB 2024-08 Construction Materials of Northwest Florida Inc. Bid
3. Ray's Pond - Bid Review Memo
4. Kimley-Horn Bid Tabulation for Rays Pond

BID BOND (PENAL SUM FORM)

Bidder Name: Chavers Construction, Inc. Address (principal place of business): 801 Virecent Road Cantonment, Florida 32533	Surety Name: Merchants National Bonding, Inc. Address (principal place of business): PO Box 14498 Des Moines, IA 50306
Owner Name: City of Mary Esther Address (principal place of business): 195 N. Christobal Road Mary Esther, FL 32569	Bid Project (name and location): Ray's Pond Stormwater Improvements Bid Due Date: 9/25/2024
Bond Penal Sum: 6% of amount bid Date of Bond: 9/25/2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Chavers Construction, Inc. (Full formal name of Bidder)	Surety Merchants National Bonding, Inc. (Full formal name of Surety (Corporate Seal))
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: Ryan Chavers (Printed or typed)	Name: Phillip H. Condra (Printed or typed)
Title: President	Title: Attorney-in-Fact
Attest:  (Signature)	Attest:  (Signature)
Name: Shannon L. Alden (Printed or typed)	Name: Kelly L. Berry (Printed or typed)
Title: Corp. Secretary	Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Chayse Feeback; Gregory E Nash; Kelly L Berry; Phillip H Condra; R Graham Nash

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

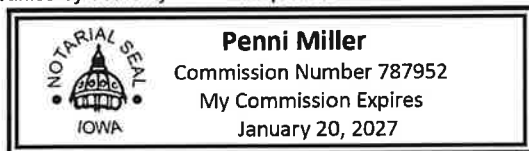
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of September, 2024.



Elisabeth Sandersfeld

Secretary

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to the City of Mary Esther at 195 N Christobal Road, Mary Esther Florida 32569.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data
 - G. Certificate of Bidder Regarding Equal Opportunity; and
 - H. Drug-Free Workplace Affidavit

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
 - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - B. All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.
 - C. All specified contingency allowances are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.
- 3.02 *Unit Price Bids*
 - A. Bidder will perform the following Work at the indicated unit prices:

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 *Total Bid Price (Lump Sum and Unit Prices)*

See Attached Bid Form Quantities Sheet

FDOT ITEM NO. DESCRIPTION		UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID AMOUNT	NOTES
SECTION A: GENERAL PAY ITEMS						
101-1	MOBILIZATION	LS	1	25,000	\$ 25,000 -	
5-8	SUPERVISIONS	LS	1	5,000	\$ 5,000 -	
7-2.3	AS-BUILT SURVEY	LS	1	5,000	\$ 5,000 -	
6-1	TESTING	LS	1	14,500	\$ 14,500 -	
7-1	NPDES PERMIT	LS	1	1,500	\$ 1,500 -	
102-1	MAINTENANCE OF TRAFFIC	LS	1	12,500	\$ 12,500 -	
125-1	DEWATERING	LS	1	2,000	\$ 2,000 -	
SECTION A SUB-TOTAL - GENERAL PAY ITEMS (LESS MOBILIZATION)					\$ 40,500 -	
SECTION B: EROSION AND SEDIMENT CONTROL PAY ITEMS						
104-10-3	SEDIMENT BARRIER (SILT FENCE)	LF	1,020	10	\$ 10,200 -	
104-18	INLET PROTECTION SYSTEM	EA	10	500	\$ 5,000 -	
	ENERGY DISSIPATOR (RIP RAP)	TON	29	175	\$ 5,075 -	
N/A	FLEXAMAT EROSION CONTROL MAT	SY	15	200	\$ 3,000 -	
SECTION B SUB-TOTAL - EROSION AND SEDIMENT CONTROL PAY ITEMS					\$ 23,275 -	
SECTION C: DEMOLITION PAY ITEMS						
110-4-10	CONCRETE CURB (REMOVAL)	LF	619	5	\$ 3,095 -	
110-4-10	REMOVE EXISTING CONCRETE (FULL DEPTH)	SY	229	10	\$ 2,290 -	
110-1	REMOVE EXISTING ASPHALT (FULL DEPTH)	SY	105	9	\$ 945 -	
110-1-1	REMOVE EXISTING PIPE	EA	8	2,812	\$ 22,496 -	
110-1	TREE REMOVAL	EA	12	2,500	\$ 30,000 -	
110-4-10	WALL REMOVAL	LF	274	7	\$ 1,918 -	
110-1-1	REMOVE EXISTING INLET	EA	6	500	\$ 3,000 -	
0327-70-3	MILLING EXISTING PAVEMENT, 1.5"	SY	796	14	\$ 11,144 -	
0550-MISC 1	FENCE REMOVAL	LF	1,083	5	\$ 5,415 -	
SECTION C SUB-TOTAL - DEMOLITION PAY ITEMS					\$ 80,303 -	
SECTION D: EARTHWORK AND GRADING PAY ITEMS						
120-4	SUBSOIL EXCAVATION AND DISPOSAL (POND EXCAVATION USING CUT FACTOR OF 1.15)	CY	2,600	19	\$ 49,400 -	
N/A	FINISH GRADING	SY	2,800	4	\$ 11,200 -	
570-1-3	PERFORMANCE TURF - SOD (POND SIDE SLOPES)	SY	2,550	4	\$ 10,200 -	
SECTION D SUB-TOTAL - EARTHWORK AND GRADING PAY ITEMS					\$ 70,800 -	
SECTION E: ROADWAY PAY ITEMS						
520-1	CONCRETE CURB & GUTTER, TYPE MODIFIED F (PER PLANS)	LF	36	26	\$ 936 -	
520-001	CONCRETE CURB & GUTTER, ROLL BACK CURB	LF	557	26	\$ 14,482 -	
0334-1	SUPERPAVE ASPHALTIC CONCRETE, 1.5"	TN	9	300	\$ 2,700 -	
210-2	LIMEROCK BASE, 6"	CY	18	200	\$ 3,600 -	
0522-2	CONCRETE DRIVEWAY	SY	212	100	\$ 21,200 -	
0522-2	CONCRETE SIDEWALK	SY	335	90	\$ 30,150 -	
0334-1	ASPHALT OVERLAY, 1.5"	TN	67	278	\$ 18,626 -	
SECTION E SUB-TOTAL - ROADWAY PAY ITEMS					\$ 91,694 -	
SECTION F: DRAINAGE PAY ITEMS						
430-4	VIDEO INSPECTION OF ALL PIPE	LS	1	2,000	\$ 2,000 -	
425-2-91	MANHOLE, J-8, < 10'	EA	2	4,280	\$ 8,560 -	
425-1-201	INLETS, CURB, TYPE 9, <10'	EA	6	5,820	\$ 34,920 -	
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"/S/CD	LF	124	102	\$ 12,648 -	
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"/S/CD	LF	408	120	\$ 48,960 -	
430-175-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"/S/CD	LF	272	160	\$ 43,520 -	
042-515-15	TYPE C DITCH BOTTOM INLET CONTROL STRUCTURE	EA	1	6,000	\$ 6,000 -	
N/A	24" ADS DRAIN BASIN	EA	1	5,400	\$ 5,400 -	
N/A	CORE INTO EXISTING CONTROL STRUCTURE	EA	1	3,000	\$ 3,000 -	
430-982-129	MITERED END SECTION, ROUND 24"	EA	2	2,850	\$ 5,700 -	
SECTION F SUB-TOTAL - DRAINAGE PAY ITEMS					\$ 170,708 -	
SECTION G: LANDSCAPING PAY ITEMS						
ES73-1	HYDRO-SEEDING - APPLICATION OF SLURRY INCLUDING WOOD FIBER, SEED, FERTILIZER, TACKIFIER & DYE	LS	1	6,585	\$ 6,585 -	
550-10222	6" WOODEN PRIVACY FENCE	LF	172	45	\$ 7,740 -	
N/A	FINAL DRESS/CLEAN	SY	2,784	4	\$ 11,136 -	
550-10222	6" VINYL PRIVACY FENCE	LF	530	55	\$ 29,150 -	
550-10210	4" BLACK TRI-LATERAL METAL FENCE	LF	293	50	\$ 14,650 -	
SECTION G SUB-TOTAL - LANDSCAPING PAY ITEMS					\$ 69,261 -	
SUBTOTAL						
SUBTOTAL, LESS MOBILIZATION				\$	546,541.00	-
CONTINGENCY -5%				\$	27,327.05	-
Mobilization					25,000	-
GRAND TOTAL				\$	598,868.05	-

NOTES

SEE NOTE 2

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

NOTES:

1. BIDDER TO VERIFY ALL ESTIMATED QUANTITIES. OWNER IS NOT SUBJECT TO PENALTIES OR CHANGE ORDERS DERIVED FROM INACCURATELY ESTIMATED QUANTITIES.
2. PRIVATE OWNER PRIVACY FENCE TO BE REPLACED.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	9/23/2024

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Chavers Construction, Inc.

(typed or printed name of organization)

By:

(individual's signature)

Name: Ryan Chavers

(typed or printed)

Title: President

(typed or printed)

Date: 9/25/2024

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

801 Virecent Rd.

Cantonment, FL 32533

Bidder's Contact:

Name: Ryan Chavers

(typed or printed)

Title: President

(typed or printed)

Phone: 850-754-0245

Email: Ryan@Chaversinc.com

Address:

801 Virecent Rd.

Cantonment, FL 32533

Bidder's Contractor License No.: (if applicable) CUC 1225048

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Chavers Construction, Inc.		
Corporate Office			
Name:	Ryan Chavers	Phone number:	850-754-0245
Title:	President	Email address:	Ryan@Chaversinc.com
Business address of corporate office:	801 Virecent Rd.		
	Cantonment, FL 32533		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1999	State in which Business was formed:	FL
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Certified Utility Contractor		
Licensing Agency:	State of Florida		
License No:	CUC 1225048	Expiration Date:	August 31, 2026
Name of License:	Certified General Contractor		
Licensing Agency:	State of Florida		
License No:	CGC 1531333	Expiration Date:	August 31, 2026

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Ryan Chavers	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
N/A		

- 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Chavers Construction, Inc.	0.85			0.82			0.83		

ARTICLE 5—FINANCIAL

- 5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Synovus Bank		
Business address:	2190 West Nine Mile Road Pensacola, FL 32534		
Date of Business's most recent financial statement:	Dec 2023	☒ Attached	
Date of Business's most recent audited financial statement:	Dec. 2023	☒ Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		N/A	
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		N/A	

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Bonds Southeast		
Surety is a corporation organized and existing under the laws of the state of:	Tennessee		
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
☒ Yes ☐ No			
Mailing Address (principal place of business):	5550 Franklin Pike, Suite 202 Nashville, TN 37220		
Physical Address (principal place of business):			
Phone (main):	615-321-9700	Phone (claims):	615-321-9700

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider	Type of Policy (Coverage Provided)		
Greenwich Ins. Company	Gen. Lia/Auto/WC		
Navigators Specialty Ins.	Occurance/Excess Liab/ Pollution		
Colony Specialty	Contractors Equipment		
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☒ Yes ☐ No	
Mailing Address (principal place of business):	PO Box 240849 Montgomery, AL 36124-0849		
Physical Address (principal place of business):	1035-B South Brundidge St. Troy, AL 36081		
Phone (main):	205-263-5122	Phone (claims):	205-263-5122

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	150
Estimate of revenue for the current year:	25 Million
Estimate of revenue for the previous year:	25 Million

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:	25	As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been released from a bid in the past 5 years? ☐ Yes ☒ No			
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No			
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Chavers Construction, Inc. _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Ryan Chavers _____
(typed or printed)

Title: President _____
(typed or printed)

Date: 9/25/2024 _____
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: Shannon L Nolen _____
(typed or printed)

Title: Corp. Secretary _____
(typed or printed)

Address for giving notices:
801 Virecent Rd.
Cantonment, FL 32533

Designated Representative:

Name: Ryan Chavers _____
(typed or printed)

Title: President _____
(typed or printed)

Address: 801 Virecent Rd.
Cantonment, FL 32533

Phone: 850-754-0245 _____

Email: Ryan@Chaversinc.com _____

Schedule A—Current Projects

Name of Organization		Chavers Construction, Inc.			
Project Owner		Milton Hwy Property Investments, LLC		Project Name	Blackwater Reserve Phases 1 & 2
General Description of Project		Construction of new residential subdivision including roadways, stormwater conveyances systems, and utilities.			
Project Cost		\$11,495,121		Date Project	8-24-2023
Key Project Personnel		Project Manager		Project Superintendent	Safety Manager
Name		Brett Moylan		Robert Chavers	Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
		Name	Title/Position	Organization	Telephone
Owner		Cliff Mowe	Owner	Milton Hwy Property Investments, LLC	850-501-6877
Designer		Tom Hammon	President	Hammond Engineering	850-478-4923
Construction Manager					
Project Owner					
Project Owner		Santa Rosa County, Florida		Project Name	Ashley Plantation Drainage Improvements
General Description of Project		Installation of storm conveyances systems with associated roadway and utility repair			
Project Cost		\$4,296,068		Date Project	5-24
Key Project Personnel		Project Manager		Project Superintendent	Safety Manager
Name		Robert Chavers		Tommy Gilmore	Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
		Name	Title/Position	Organization	Telephone
Owner		John Studstill	Asst. County Eng.	Santa Rosa County	850-981-7100
Designer		Michael Langston	Engineer of Record	Baskerville-Donovan	850-438-9661
Construction Manager					
Project Owner					
Project Owner		Parkland Community Development District		Project Name	Parkland Place Phase 1
General Description of Project		Construction of new residential subdivision including roadways, stormwater conveyances systems, and utilities.			
Project Cost		\$11,997,200.85		Date Project	2-24
Key Project Personnel		Project Manager		Project Superintendent	Safety Manager
Name		Brett Moylan		Tommy Gilmore	Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
		Name	Title/Position	Organization	Telephone
Owner		Michael Broker	Director of Land Acquisition	Garden Street Communities	850-916-0625
Designer		David Fitzpatrick	Engineer of Record	David Fitzpatrick Engineering	850-476-8677
Construction Manager					

EJCDC® C-451, Qualifications Statement—Schedule A—Current Projects.

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Schedule B—Previous Experience with Similar Projects

Name of Organization		Chavers Construction, Inc.		Project Name		Moreno Street Stormwater Pond and Sidewalks	
Project Owner		Escambia County					
General Description of Project		Construction of stormwater pond with associated drainage and roadway restoration					
Project Cost		\$712,801.13		Date Project		Completed May 2024	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Brett Moylan		Chhon IV		Ryan Chavers	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
		Name		Title/Position		Organization	
Owner		Dmitrii Strokhin		Project Manager		Escambia County	
Designer		Dale Long		Engineer of Record		Municipal Engineering Services	
Construction Manager						850-595-3419	
						dstrokhin@myescambia.com	
						dlong@mesi-fl.com	
Project Owner		Garden Street Communities		Project Name		Pecan Valley Subdivision	
General Description of Project		Construction of new residential subdivision including roadways, stormwater conveyances systems, and utilities.					
Project Cost		\$3,788,793.50		Date Project		Completed May 2023	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Brett Moylan		Robert Chavers		Tommy Gilmore	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
		Name		Title/Position		Organization	
Owner		Gary Holt		Project Manager		Garden Street Communities	
Designer		David Fitzpatrick		Engineer of Record		David Fitzpatrick Engineering	
Construction Manager						850-607-4539	
						850-476-8677	
						gholt@gardenstreetcommunities.com	
						David@Fitzeng.com	
Project Owner		Ronny's Carwash Express, LLC		Project Name		Ronny's Carwash - Tampico	
General Description of Project		Construction of a car wash parking lot including ponds, drainage, utilities, and paving					
Project Cost		\$739,896		Date Project		Completed May 2024	
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager	
Name		Robert Chavers		Tommy Gilmore		Brett Moylan	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
		Name		Title/Position		Organization	
Owner		DJ Whitbey		Manager		Ronny's Car Wash	
Designer		Greg Campbell		Engineer of Record		Environmental Engineering Service	
Construction Manager						850-450-5733	
						8540-982-8606	
						dj_whitbey@yahoo.com	
						chichi1@cox.net	

Schedule C—Key Individuals

Project Manager			
Name of individual		Brett Moylan	
Years of experience as project manager		25+	
Years of experience with this organization		7	
Number of similar projects as project manager		20+	
Number of similar projects in other positions		20+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Parkland Place Phase 1		10%	June 2025
Blackwater Reserve Phase 1 & 2		5%	June 2025
Blue Angel Station		5%	December 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	David Fitzpatrick	Name	Don Christian
Title/Position	Engineer	Title/Position	Program Manager - Traffic
Organization	David Fitzpatrick Engineering	Organization	Escambia County
Telephone	850-476-8677	Telephone	850-595-3436
Email	David@Fitzeng.com	Email	dachrist@myescambia.com
Project	Hidden Pines Subdivision	Project	Various County Projects
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager
Project Superintendent			
Name of individual		Tommy Gilmore	
Years of experience as project superintendent		5+	
Years of experience with this organization		20+	
Number of similar projects as project superintendent		25+	
Number of similar projects in other positions		50+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Blue Angel Station		5%	December 2024
Grove at Berryhill		5%	March 2025
T3921 - FDOT Project		10%	November 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	TJ Williams	Name	DJ Whitbey
Title/Position	Project Manager	Title/Position	Manager
Organization	Escambia County	Organization	Ronny's Car Wash
Telephone	850-554-1967	Telephone	
Email	tjwilliams@myescambia.com	Email	dj_whitbey@yahoo.com
Project	Various County Projects	Project	Various Ronny's Car Wash's
Candidate's role on project	Superintendent	Candidate's role on project	Superintendent

Safety Manager			
Name of individual		Robert Chavers	
Years of experience as project manager		2+	
Years of experience with this organization		20+	
Number of similar projects as project manager		20+	
Number of similar projects in other positions		50+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Soundview Villas Phase 1&2		15%	January 2025
Ashley Plantation Drainage Improvements		15%	May 2025
Pensacola Airport Hangar - Loading Dock Repair		5%	November 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	John Studstill	Name	Brad Hinote
Title/Position	Asst. County Eng.	Title/Position	City Engineer
Organization	Santa Rosa County	Organization	City of Pensacola
Telephone	850-981-7100	Telephone	850-435-1646
Email	JohnS@santarosa.fl.gov	Email	bradhinote@cityofpensacola.com
Project	Ashley Plantation Drainage Improvements	Project	Pensacola Airport Hangar - Loading Dock Repair
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager
Quality Control Manager			
Name of individual		Ryan Chavers	
Years of experience as project superintendent		25+	
Years of experience with this organization		25+	
Number of similar projects as project superintendent		100+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Blackwater Reserve Phase 1 & 2		5%	June 2025
Parkland Place Phase 1		5%	June 2025
Ashley Plantation Drainage Improvements		5%	May 2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Lance Youngblood	Name	Joe Yohn
Title/Position	Project Manager	Title/Position	Director of Operation
Organization	JM Phelps Construction	Organization	aDoor Properties
Telephone	850-818-0210	Telephone	850-378-6121
Email	Lance@jmphelpsconstruction.com	Email	Joe.Yohn@adoorproperties.com
Project	Various CEFCO projects	Project	Soundview Villas Phase 1&2
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Ray's Pond Stormwater Improvements

List of Subcontractors

A-1 Hurricane Fence – All required fencing on this project.

List of Suppliers

Rinker Materials – RCP and Precast Structures

Ferguson Waterworks – ADS pipe materials



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



CHIVERS, RYANK

CHIVERS CONSTRUCTION INC.

801 VIRECENT RD

VIRECENT RD

VIRECENT RD

CANTONMENT FL 32533

LICENSE NUMBER: CUC1225048

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/28/2024

Do not alter this document in any form.

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



State of Florida

Department of State

I certify from the records of this office that CHAVERS CONSTRUCTION INC. is a corporation organized under the laws of the State of Florida, filed on June 25, 1999.

The document number of this corporation is P99000058682.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 31, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirty-first day of January,
2022*



Randy Bee
Secretary of State

Tracking Number: 9340180710CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Drug-free workplace form

The undersigned firm, in accordance with Florida Statute 287.087, hereby certifies that
Chavers Construction, Inc.

does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).
4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

Check One:

☒

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

☐

As the person authorized to sign this statement, this firm does not fully comply with the above requirements.


Offeror's Signature

9/20/2024

Date

Ryan Chavers - President

Summary

Ryan has 25 years of experience in site construction and 20 years managing a construction company. He is Able to accomplish all parts of contractual obligations from procurement, project management, job construction, billing, collections and etc. Ryan is able to manage skilled operations including road, utility, parking lot, and bridge building. Well versed in the specifics of a company's process and able to oversee equipment mechanics, Concrete finishers, equipment operators, foreman, estimators, office managers, and any other task prevalent in day to day construction oriented business operations.

Skills

Estimator
Contract Negotiator
Machinery Operator
Controller
Human Resources
Company Representative
Basic accounting
Proficient with computers
Scheduling
Mechanically inclined
Layout of civil projects
Personnel manager

Experience

Laborer / Operator	R & L Products,	Jan 1996	to Jan 2001
CEO Chavers Construction		Jan 2001	to Present

Education

High School Diploma	
Flomaton Haigh School Flomaton AL	1998
Pre-Engineering Core Classes	
Jefferson Davis Community Collage	2000

Certifications & Licenses

Florida Certified Building Construction
Florida Certified Utility Contractor
Florida Class 5 Fire Utility license
Alabama Paving, Utility, and Concrete Contractor License
Alabama Electrical Contractor License
Louisiana Paving and Concrete Subcontractor License
CDL Class A with tanker/Triple endorsements
Private Pilot
Open Water Diver
Equipment operator Certifications

Accomplishments

Graduated High school and pre-engineering at Jefferson Davis Community College.

Started Chavers Construction Incorporated and has successfully completed thousands of projects ranging from 0 to 3 million dollars in value. The total gross sales for Chavers Construction from 2001 to present (1/1/21) would be over 100 million dollars starting out in the early years as less than 300 thousand per year and growing steadily over time. Ryan has a good feel for both strengths and weaknesses in himself and others placing individuals to complement their attributes. Has the diligence and perseverance to push through problems to the end of the objective or project.

Contact Information

Ryan Chavers
801 Virecent rd.
Cantonment FL 32533

Ph# 850 474 1966
Cell# 850 384 4090
Ryan@Chaversinc.com

Brett Moylan

5600 Highland Lake Drive Milton Florida 32583 | 850-287-9589 | brett@chaversinc.com

To provide the highest level of service in the construction industry while offering superior craftsmanship to every project, we handle. To continually innovate, develop and adopt state-of-the-art technology in methods and materials to enhance productivity and cost effectiveness. I have numerous experiences in the Hurricane clean up Management for various counties in the state of Florida also.

- Chief Operating Officer
- Project Manager
- Superintendent (Pipe, Dirt, Asphalt)
- Lead Estimator
- Site Work ranging from 100k – 15m.

SKILLS

-
- Estimator
- Contract Negotiator
- Machinery Operator
- Controller
- Human Resources
- Company Representative
- Basic Accounting
- Proficient with computers

- Scheduling
- Mechanically inclined
- Layout of civil projects
- Personnel Manager
- Hurricane Debris Management
- I have successfully completed Hurricane debris Management cleanup in Escambia County !995,1996. Hernando County 2004, also Escambia County in 2004 with Ivan
- **Certificates and Licenses**
-
- Florida Certified General Contractor
- Florida Certified Underground Utility Contractor
- Florida NPDES Stormwater Inspector
-

CHIVERS CONSTRUCTION / PROJECT MANAGER / 2017 - CURRENT

ROADS INC. / CHIEF OPPEATING OFFICER / 2009 - 2017

ROADS INC. / PROJECT MANAGER / 2004 – 2009

FLORIDA GRADING AND PAVING / PROJECT MANAGER / 1994 - 2004

•

Robert Chavers, Project Manager, Chavers Construction

Summary:

Dedicated and results-driven Project Manager with [20] years of experience in the construction industry. Proven track record of successfully delivering complex projects on time and within budget. Adept at leading cross-functional teams, managing project lifecycles, and ensuring client satisfaction. Seeking to leverage my expertise in construction management to drive excellence at Chavers Construction.

Skills:

- Project planning and scheduling
- Budgeting and cost control
- Team leadership and collaboration
- Risk management
- Client relationship management
- Construction safety and compliance
- Construction software
- Microsoft Office Suite

Professional Experience:

Project Manager

Chavers Construction

- Lead and oversee all aspects of construction projects, from conception to completion, ensuring adherence to quality, safety, and budgetary constraints.
- Successfully managed multiple projects, consistently meeting or exceeding project goals.
- Collaborate with architects, engineers, subcontractors, and clients to develop project scopes, schedules, and budgets.
- Establish and maintain strong relationships with clients, ensuring clear communication, and addressing concerns promptly to achieve high levels of client satisfaction.
- Implement effective project management tools and techniques, including Gantt charts, critical path analysis, and risk assessment, to ensure project success.
- Manage project resources, including labor, materials, and equipment, to optimize efficiency and cost-effectiveness.
- Conduct regular site inspections to monitor progress, ensure quality control, and identify and mitigate potential issues.
- Prepare comprehensive project reports, including financial summaries, progress updates, and risk assessments, for senior management. Proactively identify and address project risks, changes, and issues to minimize disruptions and delays.

- Ensure compliance with all relevant building codes, regulations, and safety standards.
- Mentor and train junior project managers and team members to enhance their skills and capabilities.

Education:

- **High School Diploma**

Certifications:

- **U.S. Army Corps of Engineers Construction Quality Control Management Certification**
- **OSHA 30**
- **OSHA Confined Space Supervisor**
- **Storage Tank Management**
- **Stormwater Management**
- **Wastewater Awareness**
- **Solid Waste Management**
- **Recycling Awareness**
- **Petroleum, oils, & Lubricants Management**
- **Overview of Environmental Compliance**
- **Natural & Cultural Resources Awareness**
- **Noise, Odor, Light, & Dust Control**
- **HAZMAT Awareness**
- **Building Construction, Demolition and Renovation Awareness**
- **Drinking Water Awareness**
- **Air Quality Awareness**
- **Asbestos Awareness**
- **Waste Management Guidelines**
- **Spill Response**
- **Wetlands Awareness**
- **Environmental Management System**
- **Hazardous Waste Management**

Contact Information:

Robert Chavers
801 Virecent Road
Cantonment, FL 32533

Office Phone – 850-754-0245
Cell Phone – 850-208-1256

Tommy Gilmore, Superintendent, Chavers Construction

Summary:

Seasoned professional responsible for overseeing and managing all aspects of construction projects. Pivotal in ensuring the successful execution of projects, from inception to completion. Key responsibilities include coordinating with the contract decision makers, managing subcontractors and laborers, adhering to project timelines and budgets, and maintaining a strong focus on safety and quality. With their extensive knowledge of construction processes, regulations, and industry best practices, play a crucial role in delivering high-quality commercial structures on time and within budget.

Skills:

Construction Management

Project Scheduling

Safety Compliance

Team Leadership

Quality Control

Problem Solving

Subcontractor Management

Blueprint Reading

Communication Skills

Professional Experience:

Superintendent

Chavers Construction

September 2006- Present

- Managed and supervised all aspects of commercial construction projects, ensuring adherence to project plans, schedules, and budgets.
- Led and motivated on-site teams, including foremen, tradesmen, and subcontractors, to achieve project goals and milestones.
- Implemented and maintained strict safety protocols, resulting in zero lost-time incidents during my tenure.
- Conducted regular site inspections to ensure quality control and compliance with project specifications.

- Collaborated with Project Managers to plan and schedule work activities, including procurement and resource allocation.
- Coordinated with clients, architects, engineers, and subcontractors to resolve issues, address changes, and ensure clear communication.
- Managed subcontractor performance, including bidding, selection, and contract administration.
- Prepared and maintained comprehensive project documentation, including daily reports, progress photos, and as-built drawings.
- Proactively identified and addressed project risks and challenges to mitigate delays and cost overruns.
- Delivered projects that consistently met or exceeded quality standards, resulting in high client satisfaction and successful project outcomes.
- Collaborated with on-site teams to ensure project activities were completed according to schedule and within budget.
- Conducted safety briefings and promoted a safety-first culture among all project team members.
- Assisted in the coordination of subcontractor activities, including scheduling and performance management.
- Conducted regular site inspections to monitor work quality and adherence to plans and specifications.
- Coordinated with the Superintendent to address project issues and changes as they arose.
- Contributed to maintaining a clean and organized job site, ensuring efficient project operations.

Contact Information:

Tommy Gilmore
 Chavers Construction
 801 Virecent Road
 Cantonment, FL 32533

Office - 850-754-0245
 Cell – 529-3675

= INPUT CELL				UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID AMOUNT	NOTES
FDOT ITEM NO.	DESCRIPTION							
SECTION A: GENERAL PAY ITEMS								
101-1	MOBILIZATION			LS	1	31250.00	\$ 31250.00	
5-8	SUPERVISIONS			LS	1	10000.00	\$ 10000.00	
7-2.3	AS-BUILT SURVEY			LS	1	4000.00	\$ 4000.00	
6-1	TESTING			LS	1	5000.00	\$ 5000.00	
7-1	NPDES PERMIT			LS	1	2500.00	\$ 2500.00	
102-1	MAINTENANCE OF TRAFFIC			LS	1	3500.00	\$ 3500.00	
125-1	DEWATERING			LS	1	15000.00	\$ 15000.00	
SECTION A SUB-TOTAL - GENERAL PAY ITEMS (LESS MOBILIZATION)							\$ 40800.00	
SECTION B: EROSION AND SEDIMENT CONTROL PAY ITEMS								
104-10-3	SEDIMENT BARRIER (SILT FENCE)			LF	1,020	6	\$ 6120.00	
104-18	INLET PROTECTION SYSTEM			EA	10	500	\$ 5000.00	
	ENERGY DISSIPATOR (RIP RAP)			TON	29	250	\$ 7250.00	
N/A	FLEXAMAT EROSION CONTROL MAT			SY	15	36.25	\$ 543.75	
SECTION B SUB-TOTAL - EROSION AND SEDIMENT CONTROL PAY ITEMS							\$ 18913.75	
SECTION C: DEMOLITION PAY ITEMS								
110-4-10	CONCRETE CURB (REMOVAL)			LF	619	8.00	\$ 4952.00	
110-4-10	REMOVE EXISTING CONCRETE (FULL DEPTH)			SY	229	30.00	\$ 6870.00	
110-1	REMOVE EXISTING ASPHALT (FULL DEPTH)			SY	105	15.00	\$ 1575.00	
110-1-1	REMOVE EXISTING PIPE			EA	8	1500.00	\$ 12000.00	
110-1	TREE REMOVAL			EA	12	8334.00	\$ 100008.00	
110-4-10	WALL REMOVAL			LF	274	9.37	\$ 2567.38	
110-1-1	REMOVE EXISTING INLET			EA	6	1000.00	\$ 6000.00	
0327-70-3	MILLING EXISTING PAVEMENT, 1.5"			SY	796	14	\$ 11144.00	
0550-MISC 1	FENCE REMOVAL			LF	1,083	4.37	\$ 4732.71	
SECTION C SUB-TOTAL - DEMOLITION PAY ITEMS							\$ 65849.09	
SECTION D: EARTHWORK AND GRADING PAY ITEMS								
120-4	SUBSOIL EXCAVATION AND DISPOSAL (POND EXCAVATION USING CUT FACTOR OF 1.15)			CY	2,600	10.00	\$ 26000.00	
N/A	FINISH GRADING			SY	2,800	6.80	\$ 19040.00	
570-1-3	PERFORMANCE TURF - SOD (POND SIDE SLOPES)			SY	2,550	3.30	\$ 8425.00	
SECTION D SUB-TOTAL - EARTHWORK AND GRADING PAY ITEMS							\$ 48365.00	
SECTION E: ROADWAY PAY ITEMS								
520-1	CONCRETE CURB & GUTTER, TYPE MODIFIED F (PER PLANS)			LF	36	42.00	\$ 1512.00	
520-001	CONCRETE CURB & GUTTER, ROLL BACK CURB			LF	557	43.35	\$ 24195.45	
0334-1	SUPERPAVE ASPHALTIC CONCRETE, 1.5"			TN	9	270.00	\$ 2430.00	
210-2	LIMEROCK BASE, 6"			CY	18	132.00	\$ 2376.00	
0522-2	CONCRETE DRIVEWAY			SY	212	102.00	\$ 21624.00	
0522-2	CONCRETE SIDEWALK			SY	335	102.00	\$ 34170.00	
0334-1	ASPHALT OVERLAY, 1.5"			TN	67	270.00	\$ 18090.00	
SECTION E SUB-TOTAL - ROADWAY PAY ITEMS							\$ 104473.95	
SECTION F: DRAINAGE PAY ITEMS								
430-4	VIDEO INSPECTION OF ALL PIPE			LS	1	7297.20	\$ 7297.20	
425-2-91	MANHOLE, J-S, < 10'			EA	2	15067.00	\$ 30134.00	
425-1-201	INLETS, CURB, TYPE 9, < 10'			EA	6	15340.00	\$ 92040.00	
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"/S/CD			LF	124	191.00	\$ 23684.00	
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"/S/CD			LF	408	213.00	\$ 86904.00	
430-175-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"/S/CD			LF	272	278.00	\$ 75616.00	
042-515-15	TYPE C DITCH BOTTOM INLET CONTROL STRUCTURE			EA	1	7150.00	\$ 7150.00	
N/A	24" ADS DRAIN BASIN			EA	1	8120.00	\$ 8120.00	
N/A	CORE INTO EXISTING CONTROL STRUCTURE			EA	1	2000.00	\$ 2000.00	
430-982-129	MITERED END SECTION, ROUND 24"			EA	2	4200.00	\$ 8400.00	
SECTION F SUB-TOTAL - DRAINAGE PAY ITEMS							\$ 341283.20	
SECTION G: LANDSCAPING PAY ITEMS								
E573-1	HYDRO-SEEDING - APPLICATION OF SLURRY INCLUDING WOOD FIBER, SEED, FERTILIZER, TACKIFIER & DYE			LS	1	2475.00	\$ 2475.00	
550-10222	6" WOODEN PRIVACY FENCE			LF	172	28.76	\$ 4946.72	
N/A	FINAL DRESS/CLEAN			SY	2,784	4.80	\$ 13363.20	
550-10222	6" VINYL PRIVACY FENCE			LF	530	52.92	\$ 28047.44	
550-10210	4" BLACK TRI-LATERAL METAL FENCE			LF	293	75.98	\$ 22262.14	
SECTION G SUB-TOTAL - LANDSCAPING PAY ITEMS							\$ 71094.20	
SUBTOTAL							\$ 1689979.19	
SUBTOTAL, LESS MOBILIZATION							\$ 34498.96	
CONTINGENCY - 5%								
GRAND TOTAL							\$ 755728.15	

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

NOTES:

1. BIDDER TO VERIFY ALL ESTIMATED QUANTITIES. OWNER IS NOT SUBJECT TO PENALTIES OR CHANGE ORDERS DERIVED FROM INACCURATELY ESTIMATED QUANTITIES.
2. PRIVATE OWNER PRIVACY FENCE TO BE REPLACED.

Qualifications Statement

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Construction Materials of NWF	
Corporate Office		501 Egin Pkwy	
Name:	Rodney Rutherford	Phone number:	850 864 0909
Title:	Owner	Email address:	RRcomat@aol.com
Business address of corporate office:		PO Box 1247	
Po Box 1247		Shalimar, FL 32579	
Local Office			
Name:	Vicky Rutherford	Phone number:	850 864 0909
Title:		Email address:	RRcomat@aol.com
Business address of local office:		Po Box 1247	
		Shalimar, FL 32579	

1.02 Provide information on the Business's organizational structure:

Form of Business:	☒ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	06/2011	State in which Business was formed:	FL
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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- 1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Vicky Rutherford	Title:	President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ MAX
Name:	Rodney Rutherford	Title:	Seceretary of Treas
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ MAX
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

- 2.01 Provide information regarding licensure for Business:

Name of License:	Underground Utility		
Licensing Agency:	State of Florida		
License No:	CUL1224737	Expiration Date:	08/31/2026
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

- 3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	John David Rutherford	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

- 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2023			2024		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Construction, Inc.	1.25	0		1.14	0		1.33	0	

ARTICLE 5—FINANCIAL

- 5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Hancock Whitney		
Business address:	94 E. 1st Pkwy NE Fort Walton Beach FL 32547		
Date of Business's most recent financial statement:	2023	☐ Attached	
Date of Business's most recent audited financial statement:	2023	☐ Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	☐ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
☐ Yes ☐ No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Nationwide Affinity company of American	General Liability
Are providers licensed or authorized to issue policies in the Project location? ☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better? ☒ Yes ☐ No	
Mailing Address (principal place of business):	One West Nationwide Blvd Columbus OH 43215
Physical Address (principal place of business):	Same as Above
Phone (main):	877 669 6877
Phone (claims):	877 669 6877

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ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	15
Estimate of revenue for the current year:	\$ 3.9 million
Estimate of revenue for the previous year:	\$ 2.8 million

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:		
As a general contractor:	13	As a joint venturer:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No		
Been released from a bid in the past 5 years? ☐ Yes ☒ No		
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No		
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

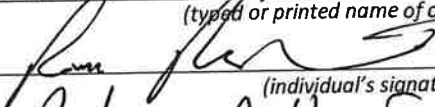
This Statement of Qualifications is offered by:

Business:

Construction Materials

(typed or printed name of organization)

By:



(individual's signature)

Name:

Rodney Rutherford

(typed or printed)

Title:

Owner

(typed or printed)

Date:

9-24-24

(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Chris Rutherford

(individual's signature)

Name:



(typed or printed)

Title:

Manager

(typed or printed)

Address for giving notices:

501 Eglon Plwy Fort Walton Beach
FL 32547

Designated Representative:

Name:

John Rutherford

(typed or printed)

Title:

Manager

(typed or printed)

Address:

501 Eglon Plwy FWB 32547

Phone:

850 864 0939

Email:

RRCOMAT@AOL.COM

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Schedule A—Current Projects

Name of Organization	Denver Apartments		Project Name	Denver
Project Owner				
General Description of Project	Shenandoah Senior Park 10+	Date Project	9-10-2024	
Project Cost	194,814.00	Project Superintendent		
Key Project Personnel	Project Manager		Safety Manager	Quality Control Manager
Name	Chris Bartholomew	Mike Morris		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	Name	Title/Position	Organization	Telephone
Designer	Jared Melville			850 450 2802
Construction Manager				
Project Owner				
General Description of Project		Date Project		
Project Cost		Project Superintendent		Quality Control Manager
Key Project Personnel	Project Manager		Safety Manager	
Name				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	Name	Title/Position	Organization	Telephone
Designer				
Construction Manager				
Project Owner				
General Description of Project		Date Project		
Project Cost		Project Superintendent		Quality Control Manager
Key Project Personnel	Project Manager		Safety Manager	
Name				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	Name	Title/Position	Organization	Telephone
Designer				
Construction Manager				
Project Owner				
General Description of Project		Date Project		
Project Cost		Project Superintendent		Quality Control Manager
Key Project Personnel	Project Manager		Safety Manager	
Name				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	Name	Title/Position	Organization	Telephone
Designer				
Construction Manager				

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Schedule B—Previous Experience with Similar Projects

Name of Organization	Newhope Church		Project Name	Newhope Church	
Project Owner	Newhope Church				
General Description of Project	Parking lot / storm water		Date Project	2024	
Project Cost	\$3481.00		Safety Manager		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Chris Ruffin (CFO)	M. McPherson			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	Charles			856 797 0356	
Construction Manager					

Project Owner	Jacob's Emergency		Project Name	Emergency Road Repair	
General Description of Project	Emergency Road Repair		Date Project	2024	
Project Cost	\$5112.00		Safety Manager		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Chris Ruffin	Robert Ruffin			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	Robert Ruffin			423 601 9518	
Construction Manager					

Project Owner	Johnsone Supply		Project Name	Johnsone Supply	
General Description of Project	Paving lot		Date Project	2024	
Project Cost	118,000.00		Safety Manager		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Chris Ruffin	Mike Ruffin			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name	Title/Position	Organization	Telephone	Email
Designer	John Ruffin			856 797 0356	
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization		Project Name			
Project Owner					
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Rodney Rutherford	
Years of experience as project manager		30+	
Years of experience with this organization		13	
Number of similar projects as project manager		300+	
Number of similar projects in other positions		150	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Randall Kilham	Name	
Title/Position	C. Jacobs	Title/Position	
Organization	Jacobs Engineering	Organization	
Telephone	423 681 9518	Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		Chris Rutherford	
Years of experience as project superintendent		9	
Years of experience with this organization		13	
Number of similar projects as project superintendent		15	
Number of similar projects in other positions		5	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Randall Kilham	Name	
Title/Position		Title/Position	
Organization	Jacobs	Organization	
Telephone	423 681 9518	Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		John R. H. Ford	
Years of experience as project manager		10	
Years of experience with this organization		13	
Number of similar projects as project manager		10	
Number of similar projects in other positions		2	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Randall K. Miller	Name	
Title/Position		Title/Position	
Organization	Jacobs Engineering	Organization	
Telephone	423 481 9518	Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		John R. H. Ford	
Years of experience as project superintendent		10	
Years of experience with this organization		13	
Number of similar projects as project superintendent		10	
Number of similar projects in other positions		2	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Randall K. Miller	Name	
Title/Position		Title/Position	
Organization	Jacobs	Organization	
Telephone	423 681 9518	Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Bid Form for Construction Contract

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to the City of Mary Esther at 195 N Christobal Road, Mary Esther Florida 32569.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data
 - G. Certificate of Bidder Regarding Equal Opportunity; and
 - H. Drug-Free Workplace Affidavit

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
 - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - B. All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.
 - C. All specified contingency allowances are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.
- 3.02 *Unit Price Bids*
 - A. Bidder will perform the following Work at the indicated unit prices:

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 *Total Bid Price (Lump Sum and Unit Prices)*

See Attached Bid Form Quantities Sheet

FDOT ITEM NO. DESCRIPTION		UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID AMOUNT	NOTES
SECTION A: GENERAL PAY ITEMS						
101-1	MOBILIZATION	LS	1	312.50	\$ 312.50	
5-8	SUPERVISIONS	LS	1	1000.00	\$ 1000.00	
7-2.3	AS-BUILT SURVEY	LS	1	4000.00	\$ 4000.00	
6-1	TESTING	LS	1	500.00	\$ 500.00	
7-1	NPDES PERMIT	LS	1	2500.00	\$ 2500.00	
102-1	MAINTENANCE OF TRAFFIC	LS	1	3500.00	\$ 3500.00	
125-1	DEWATERING	LS	1	15000.00	\$ 15000.00	
SECTION A SUB-TOTAL - GENERAL PAY ITEMS (LESS MOBILIZATION)					\$ 40800.00	
SECTION B: EROSION AND SEDIMENT CONTROL PAY ITEMS						
104-10-3	SEDIMENT BARRIER (SILT FENCE)	LF	1,020	6	\$ 6120.00	
104-18	INLET PROTECTION SYSTEM	EA	10	500	\$ 5000.00	
	ENERGY DISSIPATOR (RIP RAP)	TON	29	250	\$ 7250.00	
N/A	FLEXAMAT EROSION CONTROL MAT	SY	15	36.25	\$ 543.75	
SECTION B SUB-TOTAL - EROSION AND SEDIMENT CONTROL PAY ITEMS					\$ 18913.75	
SECTION C: DEMOLITION PAY ITEMS						
110-4-10	CONCRETE CURB (REMOVAL)	LF	619	8.00	\$ 4952.00	
110-4-10	REMOVE EXISTING CONCRETE (FULL DEPTH)	SY	229	30.00	\$ 6870.00	
110-1	REMOVE EXISTING ASPHALT (FULL DEPTH)	SY	105	15.00	\$ 1575.00	
110-1-1	REMOVE EXISTING PIPE	EA	8	1500.00	\$ 12000.00	
110-1	TREE REMOVAL	EA	12	8334.00	\$ 100008.00	
110-4-10	WALL REMOVAL	LF	274	9.37	\$ 2567.38	
110-1-1	REMOVE EXISTING INLET	EA	6	1000.00	\$ 6000.00	
0327-70-3	MILLING EXISTING PAVEMENT, 1.5"	SY	796	14	\$ 11144.00	
0550-MISC-1	FENCE REMOVAL	LF	1,083	4.37	\$ 4732.71	
SECTION C SUB-TOTAL - DEMOLITION PAY ITEMS					\$ 65849.09	
SECTION D: EARTHWORK AND GRADING PAY ITEMS						
120-4	SUBSOIL EXCAVATION AND DISPOSAL (POND EXCAVATION USING CUT FACTOR OF 1.15)	CY	2,600	10.00	\$ 26000.00	
N/A	FINISH GRADING	SY	2,800	6.80	\$ 19040.00	
570-1-3	PERFORMANCE TURF - SOD (POND SIDE SLOPES)	SY	2,550	9.30	\$ 23715.00	
SECTION D SUB-TOTAL - EARTHWORK AND GRADING PAY ITEMS					\$ 44755.00	
SECTION E: ROADWAY PAY ITEMS						
520-1	CONCRETE CURB & GUTTER, TYPE MODIFIED F (PER PLANS)	LF	36	42.00	\$ 1512.00	
520-001	CONCRETE CURB & GUTTER, ROLL BACK CURB	LF	557	43.35	\$ 24145.45	
0334-1	SUPERPAVE ASPHALTIC CONCRETE, 1.5"	TN	9	270.00	\$ 2430.00	
210-2	UMEROCK BASE, 6"	CY	18	137.00	\$ 2466.00	
0522-2	CONCRETE DRIVEWAY	SY	212	102.00	\$ 21624.00	
0522-2	CONCRETE SIDEWALK	SY	335	102.00	\$ 34170.00	
0334-1	ASPHALT OVERLAY, 1.5"	TN	67	270.00	\$ 18090.00	
SECTION E SUB-TOTAL - ROADWAY PAY ITEMS					\$ 60447.45	104473.95
SECTION F: DRAINAGE PAY ITEMS						
430-4	VIDEO INSPECTION OF ALL PIPE	LS	1	7297.20	\$ 7297.20	
425-2-91	MANHOLE, 1-8, < 10'	EA	2	15067.00	\$ 30134.00	
425-1-201	INLETS, CURB, TYPE 9, < 10'	EA	6	15240.00	\$ 91440.00	
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"/S/CD	LF	124	191.00	\$ 23684.00	
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"/S/CD	LF	408	213.00	\$ 86904.00	
430-175-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"/S/CD	LF	272	278.00	\$ 75616.00	
042-515-15	TYPE C DITCH BOTTOM INLET CONTROL STRUCTURE	EA	1	7150.00	\$ 7150.00	
N/A	24" ADS DRAIN BASIN	EA	1	8120.00	\$ 8120.00	
N/A	CORE INTO EXISTING CONTROL STRUCTURE	EA	1	2000.00	\$ 2000.00	
430-982-129	MITERED END SECTION, ROUND 24"	EA	2	4200.00	\$ 8400.00	
SECTION F SUB-TOTAL - DRAINAGE PAY ITEMS					\$ 341283.20	
SECTION G: LANDSCAPING PAY ITEMS						
E573-1	HYDRO-SEEDING - APPLICATION OF SLURRY INCLUDING WOOD FIBER, SEED, FERTILIZER, TACKIFIER & DYE	LS	1	2475.00	\$ 2475.00	
550-10222	6" WOODEN PRIVACY FENCE	LF	172	28.76	\$ 4946.72	
N/A	FINAL DRESS/CLEAN	SY	2,784	4.86	\$ 13333.44	SEE NOTE 2
550-10722	6" VINYL PRIVACY FENCE	LF	530	52.92	\$ 28047.60	
550-10210	4" BLACK TRI-LATERAL METAL FENCE	LF	293	75.98	\$ 22262.14	
SECTION G SUB-TOTAL - LANDSCAPING PAY ITEMS					\$ 71044.20	
SUBTOTAL, LESS MOBILIZATION					\$ 1057971.19	
CONTINGENCY - 5%					\$ 52898.56	
GRAND TOTAL					\$ 1110869.75	

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

NOTES:

1. BIDDER TO VERIFY ALL ESTIMATED QUANTITIES. OWNER IS NOT SUBJECT TO PENALTIES OR CHANGE ORDERS DERIVED FROM INACCURATELY ESTIMATED QUANTITIES.
2. PRIVATE OWNER PRIVACY FENCE TO BE REPLACED.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
11	9/23/24

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

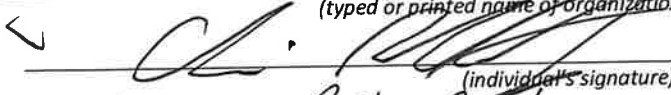
BIDDER hereby submits this Bid as set forth above:

Bidder:

Construction Materials of NWF INC

(typed or printed name of organization)

By:



(individual's signature)

Name:

Chris Rutherford

(typed or printed)

Title:

Manager

(typed or printed)

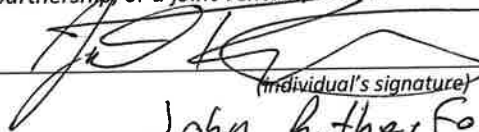
Date:

9-24-2024

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

John Rutherford

(typed or printed)

Title:

Manager

(typed or printed)

Date:

9-24-24

(typed or printed)

Address for giving notices:

501 Eglin Pkwy FWB FL 32547

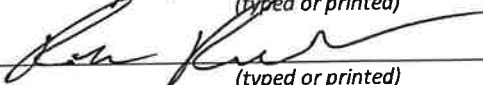
Bidder's Contact:

Name:

Rodney Rutherford

(typed or printed)

Title:



(typed or printed)

Phone:

850 864 0909

Email:

RRCOMAT@AOL.COM

Address:

501 Eglin Pkwy NE FWB FL 32547

Bidder's Contractor License No.: (if applicable) CUC1224737

EJCDC® C-410, Bid Form for Construction Contract.

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Page 6 of 6

Bid Bond

BID BOND (PENAL SUM FORM)

Bidder Name: <u>Construction Materials</u> Address (principal place of business): <u>501 Eglin Parkway</u> <u>Fort Walton Beach, FL 32547</u>	Surety Name: Address (principal place of business):
Owner Name: <u>Vicky Rutherford</u> Address (principal place of business): <u>501 Alley St</u> <u>Niceville, FL 32578</u>	Bid Project (name and location): <u>Rays Pond stormwater</u> <u>City of Mary Esther</u> Bid Due Date: <u>9/25/24</u>
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder <u>Construction Materials of</u> <u>Rodney Rutherford</u> <u>NRF</u> Surety (Full formal name of Bidder) (Full formal name of Surety) (corporate seal)	
By: _____ (Signature)	By: _____ (Signature) (Attach Power of Attorney)
Name: <u>Rodney Rutherford</u> (Printed or typed)	Name: _____ (Printed or typed)
Title: <u>Vice President</u>	Title: _____
Attest: _____ (Signature)	Attest: _____ (Signature)
Name: _____ (Printed or typed)	Name: _____ (Printed or typed)
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Supplier List

Issued By: Christopher Rutherford

Date: 9-25-2024

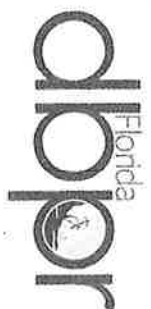
Subcontractors	
Asphalt	Morris Paving & Construction
Millings	Emerald Coast Milling Services
Fencing	Shalimar Fence Industries
Landscaping	Ryles Grassing

Supplies	
Pipe	Consolidated Piper & Supply Company Inc
Structure	Panhandle Precast Of Northwest Florida



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RUTHERFORD, RODNEY RUSSELL

CONSTRUCTION MATERIALS
501 EGLIN PARKWAY
FORT WALTON BEACH FL 32547

LICENSE NUMBER: CUC1224737

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/14/2024

Do not alter this document in any form.

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



DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Construction Materials Of Northwest Florida does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature

9/25/24
Date



2024 / 2025 OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT

BEN ANDERSON
Okaloosa County Tax Collector

The issuance of this receipt does not ensure competency.

BUSINESS NAME: CONSTRUCTION MATERIALS OF NORTHWEST FLORIDA INC

ACCOUNT NUMBER: 123502
EXPIRES: SEPTEMBER 30, 2025

RECEIPT NUMBER: 3600100746696
TYPE OF BUSINESS: Non-Regulated
BUSINESS ADDRESS: 501 EGLIN PKWY
FORT WALTON BEACH, FL 32548

Paid
09/25/2024

TRANSFER:	0.00
ORIGINAL TAX:	35.00
EXEMPTION TYPE:	
EXEMPTION AMOUNT:	0.00
PENALTY:	0.00
COLLECTION COST:	0.00
TOTAL Paid	35.00

RENEW ANNUALLY AT
OkaloosaTax.com

E-check is **FREE**

CONSTRUCTION MATERIALS OF NORTHWEST FLORIDA
INC
VICKY RUTHERFORD
59 ALLEY STREET
NICEVILLE, FL 32578

**SCAN WITH
PHONE
TO RENEW**



THIS BECOMES A TAX RECEIPT WHEN VALIDATED BELOW

Paid 0-24029892 35.00 09/25/2024

TAX RECEIPT MUST BE DISPLAYED ON PREMISES

Law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another tax for the same business, profession, or occupation.

IMPORTANT RECEIPT INFORMATION

Pursuant to State Law, all Business Tax Receipts shall be issued and validated by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year.

Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency interest penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid. The total delinquency penalty shall not exceed 25% of the business tax of the delinquent account.

The Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the state, county, or cities nor does it exempt the business from any other tax or permits that may be required by law. Business Tax receipt account holders must comply with state laws and local ordinances, to include zoning.

Business Tax Receipt holders should contact the Property Appraiser's Office for information regarding tangible personal property tax requirements.

Failure to pay a business tax within 150 days of the initial notice can result in a civic penalty of up to \$250.

ANNUAL RENEWAL OPTIONS

ONLINE

OkaloosaTax.com

Echeck is **FREE!**

MAIL

P.O. Box 1390
Niceville, FL 32588

DROP BOX

Located at each
office location

PHONE

850.651.7300 or
#TAX (#829) from Cell

IMPORTANT PAYMENT INFORMATION

Please make checks payable to **Ben Anderson Tax Collector**

When providing a check as payment, you authorize us to either use information from your check to make a one time electronic fund transfer from your account or ² process the payment as a check transaction.

FORMS OF PAYMENT ACCEPTED



Echeck
it's **FREE!**



Check



Cash



Credit Card
Convenience Fees apply.

HOW TO CHANGE/UPDATE A RECEIPT

Changes to existing Business Tax Receipt accounts must be submitted online. To submit a change, search for your account at okaloosa.county-taxes.com/public and then select the Request a change to your Business Tax Account link.

HOW TO CLOSE AN ACCOUNT

Please complete and submit the online form at Okaloosatax.com/CloseBusinessTaxAccount/ to request the closure of your Okaloosa Business Tax Receipt Account. The Tax Collector reserves the right to request additional information if needed.

QUESTIONS?

Visit **OkaloosaTax.com**
Call **#TAX** (#829) from your mobile device.

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No Events

No Name History

Detail by Entity Name**Florida Profit Corporation**

CONSTRUCTION MATERIALS OF NORTHWEST FLORIDA, INC.

Filing Information

Document Number P11000053351

FEI/EIN Number NONE

Date Filed 06/07/2011

State FL

Status ACTIVE

Principal Address59 ALLEY STREET
NICEVILLE FL 32578 US**Mailing Address**59 ALLEY STREET
NICEVILLE FL 32578 US**Registered Agent Name & Address**PITELL, LISA Y
4591 E. HIGHWAY 20
NICEVILLE FL 32578 US**Officer/Director Detail****Name & Address**

Title P/D

RUTHERFORD, VICKY L
59 ALLEY STREET
NICEVILLE FL 32578 US

Title S/D

RUTHERFORD, RODNEY R
59 ALLEY STREET
NICEVILLE FL 32578 US**Annual Reports**

No Annual Reports Filed

Document Images06/07/2011 -- Domestic Profit [View Image in PDF format](#)**Note:** This is not official record. See documents if question or conflict.

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P11000053351

Entity Name: CONSTRUCTION MATERIALS OF NORTHWEST FLORIDA, INC.

Current Principal Place of Business:

501 EGLIN PKWY
FORT WALTON BEACH, FL 32547

Current Mailing Address:

PO BOX 1247
SHALIMAR, FL 32579 US

FEI Number: 45-2480216

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

RUTHERFORD, VICKY L
59 ALLEY ST
NICEVILLE, FL 32578 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	P/D
Name	RUTHERFORD, VICKY L
Address	59 ALLEY STREET
City-State-Zip:	NICEVILLE FL 32578
Title	GENERAL MANAGER
Name	RUTHERFORD, JOHN DAVID
Address	89 CAROL PL
City-State-Zip:	FREEPORT FL 32439

Title	S/D
Name	RUTHERFORD, RODNEY R
Address	59 ALLEY STREET
City-State-Zip:	NICEVILLE FL 32578
Title	MANAGER
Name	RUTHERFORD, CHRIS RYAN
Address	PO BOX 1247
City-State-Zip:	SHALIMAR FL 32579

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN RUTHERFORD

GEN MANAGER

07/12/2024

Electronic Signature of Signing Officer/Director Detail

Date

September 27, 2024

To: Mr. Shawn Lindsey, Public Works Director, City of Mary Esther

CC: FILE

RE: **Ray's Pond Stormwater Improvements
Bid Review Memorandum**

To the City of Mary Esther:

Please find below a Memorandum regarding a Review of the Bid received by the City of Mary Esther on September 25, 2024, for Ray's Pond Stormwater Improvements:

REVIEW OF QUALIFICATIONS

The bids received by Construction Material of Northwest Florida Inc. and Chavers Construction Inc. were substantially complete. Both bidders hold an active Certified Underground Utility Contractor License issued by the State of Florida. All information including financials, bonds, insurance, construction experience, and other requested items were substantially complete and both bidders are recognized as responsible and qualified bidders.

REVIEW OF BID FORM

Comparing the two qualified bidders, each bidder provided unit prices for every item included on the bid form. The bidders were consistent across the seven (7) sections of the bid, within 20% of each other, except for sections D, earthwork, and F drainage. For section D, earthwork, Chavers Construction was 32% higher than Construction Materials of Northwest Florida. For section F, drainage, Construction materials was 100% higher than Chavers Construction. Chavers Construction has a unit price that is double that of Construction Materials for excavation, hence the separation on earthwork section. The difference in unit prices in the drainage section could be attributed to the different suppliers providing the pipe and structures for the respective contractors.

RECOMMENDATIONS

Both bidders have provided substantial evidence that they are a responsible and qualified bidder and capable of performing the work adequately. Per the bid documents, the City shall award the project to the contractor that is the responsible bidder submitting the lowest responsive bid. For this project, Kimley-Horn recommends award to Chavers Construction Inc. as the lowest responsive bidder.

Best Regards,



Erin Stewart, PE
Project Manager

Company	General A	ESC B	Demo C	Earthwork D	Road E	Drainage F	Landscape G	Subtotal (less Mob)	Contingency	Mob	Total
Chavers	\$ 40,500.00	\$ 23,275.00	\$ 80,303.00	\$ 70,800.00	\$ 91,694.00	\$ 170,708.00	\$ 69,261.00	\$ 546,541.00	\$ 27,327.05	\$ 25,000.00	\$ 598,868.05
Construction Materials	\$ 40,800.00	\$ 18,913.75	\$ 65,849.09	\$ 48,365.00	\$ 104,473.95	\$ 341,283.20	\$ 71,094.20	\$ 690,779.19	\$ 34,538.96	\$ 31,250.00	\$ 756,568.15
OPCC	\$ 72,450.00	\$ 13,600.00	\$ 86,306.32	\$ 93,828.00	\$ 122,940.25	\$ 326,759.64	\$ 89,426.00	\$ 805,310.21	\$ 40,265.51	\$ 80,600.00	\$ 926,175.72
% change with Chavers	79%	-42%	7%	33%	34%	91%	29%				55%
% change with CM	78%	-28%	31%	94%	18%	-4%	26%				22%
% change between bidders	-1%	19%	18%	32%	-14%	-100%	-3%				

AGENDA ITEM

Agenda Item 11.3.

TO: Honorable Mayor and Members of the City Council

FROM: Dillon Morris, City Clerk

DATE: October 7, 2024

SUBJECT: City Council Committee Appointments

BACKGROUND:

With the results of the special election on August 20th, Councilmember Lawson and Councilmember Coxwell have officially been sworn in for their terms as councilmembers. With this, any committee spots held by previous councilmembers must be reappointed to the new councilmembers.

DISCUSSION:

Mayor and council will review current committee appointments and determine which adjustments will be made due to the inclusion of Councilmember Lawson and Councilmember Coxwell.

FINANCIAL IMPACT:

There is no financial impact related to this matter.

RECOMMENDATION:

Motion to approve the committee appointments.

ATTACHMENT(S):

1. Council Committee Appointments Updated 6-17-24

City of Mary Esther

Council Committee Appointments

<u>Committee</u>	<u>Primary Representative</u>	<u>Alt. Representative</u>	<u>Schedule (if known)</u>	<u>Requirements (if any)</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 rd Thursday, bimonthly NWFLC in Niceville	Must be an elected official
<u>Library Co-Op</u>	Councilmember Oder	Councilmember Lawson	2 pm 4 th Wednesday, monthly Location varies	Must have voting privileges
<u>Okaloosa-Walton Transportation Planning Organization</u>	Mayor Pro Tem Sutton	Councilmember Lawson	3 pm 3 rd Thursday, bimonthly	Must be an elected official
<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 st Monday of March, June, September, and December	Must be an elected official
<u>Emerald Coast Regional Council</u>	Mayor Pro Tem Sutton	Councilmember Woods	Around 11 am 3 rd Thursday, bimonthly Location varies.	Must be an elected official

AGENDA ITEM

Agenda Item 11.4.

TO: Honorable Mayor and Members of the City Council

FROM: Dillon Morris, City Clerk

DATE: October 7, 2024

SUBJECT: 2025 Regular Council Meeting Calendar

BACKGROUND:

Staff has created a schedule for the Regular City Council Meetings from January through December of 2025. The dates were established by applying the "definition and schedule of meetings" found in the Mary Esther Codes and Ordinances.

Sec. 2-23 (Definition and schedule of meetings) is listed below, in part:

- a. Regular meetings—6:00 p.m. on the first and third Mondays of each month.
- e. For regularly scheduled meetings changed due to holidays or other reasons, the city council, by majority vote, will determine to either hold the meeting on another date or not to hold the meeting at all.

DISCUSSION:

The list below contains a list of suggested dates for the regular City Council meetings in 2025. Due to holidays or other events, three of the dates were changed. The three dates of the meetings were in January and September.

Proposed 2025 Regular City Council Meeting Dates:

- **January 21, 2025 (Tuesday) - Moved due to holidays (New Years and Martin Luther King).**
- February 3, 2025 (Monday)
- March 3, 2025 (Monday)
- April 7, 2025 (Monday)
- May 5, 2025 (Monday)
- June 2, 2025 (Monday)
- July 7, 2025 (Monday)
- August 4, 2025 (Monday)
- **September 2, 2025 (Tuesday) - Moved due to holiday (Labor Day), possible change later due to budget.**
- October 6, 2025 (Monday)
- November 3, 2025 (Monday)

- December 1, 2025 (Monday)

FINANCIAL IMPACT:

There is no financial impact related to this matter.

RECOMMENDATION:

Possible Motions:

- Motion to approve the 2025 Regular City Council Meeting dates as proposed.
- Motion to approve the 2025 Regular City Council Meetings dates with changes.
- Continue without approving the 2025 Regular City Council Meeting dates.

ATTACHMENT(S):

AGENDA ITEM

Agenda Item 11.5.

TO: Honorable Mayor and Members of the City Council

FROM: Sheila Ortyl, Library Director

DATE: October 7, 2024

SUBJECT: FY 2025 Library Interlocal Agreement

BACKGROUND:

This is an agreement for reciprocal services between Okaloosa County and the six participating municipalities (Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville and Valparaiso) reviewed and approved annually.

DISCUSSION:

There are no changes from last year's agreement other than dates and budget figures. The annual allocation to the City of Mary Esther will be \$65,694.

FINANCIAL IMPACT:

Included in this agreement is a provision for monetary compensation to each municipality for providing county-wide library services.

RECOMMENDATION:

Motion for the City Council to approve the 2025 OCPLC Interlocal Agreement.

ATTACHMENT(S):

1. 2025 Library Interlocal Agreement

Okaloosa County Public Library Cooperative 2025 Interlocal Agreement

This Interlocal Agreement ("Agreement") is entered into among Okaloosa County, hereinafter referred to as the "County," and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, and Valparaiso, hereinafter referred to as "Participating Municipalities," each a municipal corporation located in Okaloosa County, Florida.

WHEREAS, Section 163.01, Florida Statutes, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and

WHEREAS, Section 125.01(f), Florida Statutes, authorizes the County to provide libraries and cultural facilities and programs; and

WHEREAS, Section 166.021(1), Florida Statutes, authorizes municipalities to render municipal services, and exercise any power for municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the County and the Participating Municipalities desire to cooperate in a countywide agreement to provide public library services without charge in Okaloosa County; and

WHEREAS, the County is an eligible political subdivision under Section 257.17, Florida Statutes, that can participate in the State Aid to Libraries Program and is designated as the single administrative unit that can designate a governing body for countywide library service.

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** The County and Participating Municipalities agree to cooperate, pursuant to the terms of this Agreement, in the operation of a countywide public library cooperative in Okaloosa County. In particular, it is the express purpose of the Agreement to provide for the coordination of library service throughout the legal service area of the COOPERATIVE; to provide for equal access to free (without charge) public library service in the Cooperative service area; and to formulate and implement consistent plans, programs, policies and procedures in the operation, maintenance and development of library service throughout the legal service areas of the participating entities.
2. **DEFINITIONS:**
 - a) "Cooperative" shall mean the Okaloosa County Public Library Cooperative.
 - b) "Cooperative Coordinator" shall mean the employee of the Okaloosa County Public Library Governing Board who administers Cooperative headquarters and coordinates

Cooperative activities and who meets the requirements and carries out the duties of the single administrative head as defined in 1B-2.011(3)(d), Florida Administrative Code.

- c) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.
 - d) "Crestview" shall mean the City of Crestview, a municipal corporation located in Okaloosa County, FL, that operates the Robert L. F. Sikes Public Library.
 - e) "Destin" shall mean the City of Destin, a municipal corporation located in Okaloosa County, FL, that operates the Destin Library.
 - f) "Directors Council" shall mean a council whose membership will include the library director of each participating library and other appointments as outlined in the Library Cooperative Bylaws.
 - g) "Fiscal Year" shall mean budget year October 1-September 30.
 - h) "Fixed Assets" is defined by the county as all property with value of \$1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.
 - i) "Fort Walton Beach" shall mean the City of Fort Walton Beach, a municipal corporation located in Okaloosa County, FL, that operates the Fort Walton Beach City Library.
 - j) "Governing Board" shall mean the governing body of the Okaloosa County Public Library Cooperative as empowered pursuant to the Agreement.
 - k) "Mary Esther" shall mean the City of Mary Esther, a municipal corporation located in Okaloosa County, FL, that operates the Mary Esther Public Library.
 - l) "Niceville" shall mean the City of Niceville, a municipal corporation located in Okaloosa County, FL, that operates the Niceville Public Library.
 - m) "Participating Governing Body" shall mean the governing body of Okaloosa County, the governing bodies responsible for the decision and policy making activities of Participating Libraries and the governing bodies of Participating Municipalities without Libraries.
 - n) "Participating Library" shall mean any of the libraries or library services located within Okaloosa County that have entered into this Agreement.
 - o) "Service Area" shall mean all eligible residents of Okaloosa County
 - p) "Valparaiso" shall mean the City of Valparaiso, a municipal corporation located in Okaloosa County, FL, that operates the Valparaiso Community Library.
3. This Agreement shall constitute the entire agreement of parties hereto and of the Okaloosa County Public Library Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. Modifications or amendments of the Agreement shall be binding and valid when submitted in writing and approved by each Participating Governing Body and by the Governing Board, and executed on behalf of each Participating Governing Body and the Governing Board.
4. TERMS: The term of this Agreement shall commence and be effective on the date the last party signs the agreement or by January 1, 2024 whichever comes first, and shall end or be renewed December 31, 2024 unless terminated in accordance with the provisions of the Agreement or unless extended by supplemental Agreement subject to renewal and revision.

Recognizing the Agreement crosses two fiscal years (FY2024 and FY2025) but monetary allocation is distributed in FY2024, the allocation for FY2025 will be based upon future appropriation by Okaloosa County Board of County Commissioners.

5. WITHDRAWAL AND TERMINATION: Any Participating Governing Body may withdraw from the Cooperative established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. Section 7 defines Dispensation of Property and Equipment. The termination and withdrawal shall be effective on the next succeeding December 31, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Governing Board and to each Participating Governing Body on or before August 1 prior to the December 31 effective date of termination.

6. ADDITION OF NEW MEMBERS:

a) Libraries: Any library within Okaloosa County may become a party to the Agreement and a member of the Okaloosa County Public Library Cooperative that meets the following minimum standards.

(1) Be administered by a governing board responsible for the decision and policy making activities of the Participating Library.

(2) Be an established library with the physical facilities to securely house a library collection.

(3) Have an annual budget of at least \$40,000 as verified by the latest independent audit report and a continuous source of funding.

(4) Submit a letter of intent for formal membership to the Okaloosa County Public Library Cooperative Governing Board prior to May 1 of the current fiscal year and obtain approval by each Participating Governing Body and execution and delivery of a counterpart original of the Agreement (as then in force), prior to August 1 of the current fiscal year.

b) Upon satisfaction of these conditions, the proposed new Participating Library shall become a party to the Agreement and a member of the Okaloosa County Public Library Cooperative effective the next succeeding January 1, subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the Participating Libraries under the Agreement.

7. DISPENSATION OF PROPERTY AND EQUIPMENT: Upon withdrawal or termination of the Agreement by any Participating Library (whether early termination or otherwise), all real property and equipment classified as fixed assets, defined in this agreement, purchased with federal funds by the Cooperative belongs to the Okaloosa County Public Library Cooperative and reverts to the Florida Department of State, Division of Library and Information Services (State Library) if the Cooperative ceases to exist. That library will be given a copy of its Marc Records in its current format at the time of termination. If the terminating library requests its records to be expunged from the Cooperative database, it will be done at the terminating library's expense. Materials and equipment purchased with local or grant funds other than federal Library Services and Technology Act grant funds, whether funds of a municipality or the County, shall remain the property of the Participating Library for which they were

purchased, except in the case of any subsequent agreement or amendment to this Agreement.

8. **GOVERNING BOARD:** The name of the Governing Board shall be Okaloosa County Public Library Cooperative Board hereinafter called the Governing Board. Each Participating Governing Body that operates a Participating Library shall appoint one member to the Governing Board; the County shall appoint one member to represent the unincorporated area of the county. Appointed representatives must be publicly elected officials with voting privileges in their respective municipal governances. Each Participating Governing Body shall designate at least one alternate representative to act on its behalf during any absence. The office of Chair shall be assigned to the member representing the County. The Cooperative Coordinator shall be the staff liaison to the board. Board members will not be paid a salary or wages, but may be reimbursed for travel and per diem expenses in accordance with section 112.061, Florida Statutes. The Governing Board serves as the governing body for the Library Cooperative and has the following powers, duties and responsibilities:

- a) Managing the affairs of the Cooperative.
- b) Bylaws will be established by the Governing Board.
- c) There will be six or more open public meetings a year of the Governing Board.
- d) Adopt a long-range plan and annual plans of service which are developed by the Cooperative Coordinator and the Library Directors' Council to describe goals, objectives and activities of the Participating Libraries and the Participating Governing Bodies.
- e) Receive and disburse funds from the County, from state and federal grant sources, and from private donations, foundations, or other sources.
- f) Contract with the County to provide essential support services for the Library Cooperative.
- g) Contract for services consistent with the Cooperative's Long-Range Plan and Annual Plans of Service.
- h) Adopt and maintain a position description for and hire a Cooperative Coordinator through the established policies and procedures of the County.

9. **STAFFING:** The Cooperative Coordinator shall be hired by the County and shall have the following minimal qualifications: a Master's degree in Library Science from an American Library Association accredited university or college followed by two years of successful, full-time paid library experience in a public library open at least 40 hours a week. Cooperative staff members are employees of Okaloosa County, and their compensation and benefits will be in accordance with County policy. The staff position of Library Administrative Specialist provides marketing, technology and training support to member libraries, maintains the OCPLC office, and assists the Coordinator in activities as directed. The Cooperative Coordinator, under the supervision of the Board, shall interview, select, supervise and recommend discharge of staff for the office of the Cooperative in accordance within established County policies. All paid staff of the Participating Libraries shall remain employees of the Participating Governing Bodies that operate each library and the Participating Governing Bodies shall retain all rights, responsibilities and powers associated with

employment of staff.

10. **POWERS, DUTIES AND RESPONSIBILITIES OF THE COOPERATIVE COORDINATOR:** The Coordinator shall be accountable to the Board for overall administration of the Cooperative and implementation of policies, procedures and programs, as determined by the Board. The following activities, as a minimum, shall be carried out by the Coordinator for all Participating Libraries under the plans, policies, and budgets adopted by the Cooperative Governing Board, and they may not be delegated through Interlocal agreements or any other service agreements: coordinate development of a single long-range plan for the Cooperative; coordinate development of a single annual plan of service; compile an annual combined expenditure report for application for State Aid by OCPLC, combining all Participating Libraries' expenditures, and the Cooperative's expenditures including any state or federal grants; implement the Cooperative long-range plan, annual plan of service, and annual budget; and prepare reports on behalf of the Cooperative and Participating Libraries as required by the Florida Department of State, Division of Library and Information Services.
11. **LIBRARY DIRECTORS' COUNCIL:** The Council will advise the Cooperative Governing Board on services, plans and policies for the Cooperative. The Council membership will include the library director of each participating library, the Cooperative Coordinator, and other appointments as deemed necessary by the Governing Board. The Council will hold at a minimum, one meeting per month, except in December.
12. **STRATEGIC AND ANNUAL PLAN:** The Cooperative Coordinator shall coordinate development and implementation of a strategic plan for the operation, maintenance and development of library services to the residents of the Cooperative Service Area. The strategic plan shall be developed in coordination with the Cooperative's Governing Board, the participating governing bodies, residents of the Service Area, and the Library Directors' Council. The plan shall be adopted by the Cooperative Governing Board and be maintained through a yearly update by the Cooperative Coordinator in coordination with the aforementioned parties. All authority with respect to funding of the strategic plan and of any other library program or expenditure from Participating Library Governing Body funds shall lie solely with that Participating Library Governing Body.
13. **ANNUAL BUDGET:** The budget shall be developed along a fiscal year beginning October 1 and ending September 30 each year. The Cooperative budget shall be developed by the Cooperative Coordinator and shall take into account funds received from the County, state and federal governmental sources, except state construction grants, and all other revenue sources received to provide library service. The budget shall be adopted by the Cooperative Governing Board.
14. **ACCEPTANCE OF GIFTS, GRANTS, FUNDS, OR BEQUESTS:** The Governing Board, on behalf of the Cooperative, shall have the authority to apply for or receive gifts, grants, funds or bequests. The Board, through a Memorandum of Understanding (Appendix A), has designated the County as the fiscal agent to apply for or receive its funds from all sources.

The Governing Board shall follow the standard operating procedure for grant applications as defined by the County. Municipalities shall retain the authority to apply for state construction grants and to receive gifts, funds or bequests intended for use solely at an individual Participating Library. All monies, property or funds granted to the Cooperative shall be the property of the Cooperative, subject to termination provisions as set forth in this Agreement. Any monies, property, or funds granted to municipalities for the benefit of a Participating Library shall remain the property of the Participating Library.

15. **FISCAL RESPONSIBILITY:** All funds administered by the Cooperative Coordinator shall be audited with the County's independent audit annually, which audit shall be prepared and presented to the Governing Board.

Upon request, the Cooperative Coordinator shall furnish to each Participating Governing Body, within thirty (30) days following the previous period a written quarterly report regarding the use and expenditure of funds under the control of the Cooperative. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative. Upon request, the governing body of each Participating Library shall furnish to the Cooperative Coordinator, within thirty (30) days following the previous period, a written quarterly report regarding the use and expenditure of funds, as they relate to library functions, under the control of the Participating Governing Body. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative.

16. **APPROPRIATION OF PARTICIPATING MUNICIPALITY FUNDS:** There is reserved to the Participating Municipalities the sole and exclusive discretion to determine the amount of annual appropriations from their own revenues and sources for the provision of library services. However, minimum support at the level of funding appropriated prior to entering the Cooperative is recommended for Participating Municipalities. Subject to that reservation, Participating Municipalities agree to expend funds using the Okaloosa County Public Library Cooperative Strategic Plan as a guide for library service development.

17. **APPROPRIATION AND ALLOCATION OF OKALOOSA COUNTY FUNDS:** The County shall provide at a minimum \$902,674 for the period beginning October 1, 2024 and ending September 30, 2025. The amount to be provided by the County will be determined by the approved county budget with the basic agreement being revised by amendment accordingly. The Cooperative's Governing Board shall disburse funds received by the County's allocation as follows:

- a) At a minimum \$329,995 of the monies allocated by the County shall be used for administrative operations and cooperative-level purchasing for members.
- b) At a minimum \$607,572 of the monies allocated by the County shall be distributed to Participating Municipalities with Libraries according to the following guidelines and formula:
 - Construction funds are expressly prohibited.
 - Spending calculations and productivity statistics shall be based on those from two years

prior to the allocation period.

- Spending shall mean total audited expenditures of a library.
- Percentages shall be derived from totaling statistics of the member municipal libraries.
 - (1) Thirty percent (30%) divided equally among participating municipalities with libraries
 - (2) Fifty percent (50%) based on productivity, which consists of circulation and transits lost.
 - (3) Ten percent (10%) based on funds expended through the library budget on personnel/staffing, which includes salary and benefits.
 - (4) Ten percent (10%) will be based on funds expended through the library budget on collection, which includes books, AV materials, databases, and periodicals.

Distribution shall be based on submittal of annual operating costs with descriptive codes in accordance with the state chart of accounts. Funds received by the Cooperative shall be disbursed within a reasonable time (not to exceed 90 days) after receipt. The disbursement formula shall be reviewed by the Governing Board for modifications deemed appropriate following review of data collected indicating the number of users for each library and/or use of each library's collection. Any change to the allocation formula will require a modification or amendment to this Agreement and execution by each Participating Governing Body.

In the event of a member library's unplanned closure and/ or significantly reduced services for at least one week of operation, the member's productivity statistics may be adjusted as follows:

- For a period of one week up to three weeks, calculate a weekly average based upon numbers from the previous or succeeding week in the same month.
- For a period exceeding three weeks, substitute the numbers from the previous year for the corresponding month(s).

A member library's request to adjust productivity statistics must be approved by the Governing Board.

In addition to the financial contribution of the County, it shall provide, as additional in-kind support of the Cooperative, the following:

- Fiber optic connectivity, network hosting and administration, firewall and security management, server management, Help Desk services, support of standardized equipment and software configurations, email addresses and network access for library staff.
- IT will maintain two networks for library operations, one for library staff use and one for public access at libraries that elect to use the county fiber optic network. Network and computer maintenance and administration as well as end-user assistance will be provided on the library staff network. Computers on the public access network provided by the county will be maintained by IT; assistance to end users on the public access

network will not be provided by IT. In order to provide network support, member cities agree to allow access to maintained equipment on-site at the libraries.

- Other technical requirements of the Cooperative, to include licensing fees, software fees, purchase of hardware, equipment and peripherals, remain the responsibility of the Cooperative and/or member libraries. Only equipment purchases or leases that are coordinated through IT will be eligible for support.

18. LIBRARY USE: Non-resident user fees will be waived for active duty military members and their dependents who are residents of Walton or Santa Rosa counties.
19. TRAINING: Participating Libraries shall close their facilities on one weekday per year for Cooperative-wide staff training activities. The date for the training day will be determined each year by a consensus of the Library Directors' Council.
20. ADDITIONAL RESPONSIBILITIES OF PARTICIPATING GOVERNING BODIES: Participating Governing Bodies shall abide by all state and federal laws, and specifically those relating to the provision of library services; Participating Governing Bodies shall retain local autonomy and control of the operations and functions of its participating library, except where Participating Governing Bodies have ceded authority to the Cooperative Governing Board through this agreement.
21. SOVEREIGN IMMUNITY: The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of County's, Crestview's, Destin's, Fort Walton Beach's, Mary Esther's, Niceville's, or Valparaiso's rights and immunities under Florida Constitution, common law or Section 768.28, Florida Statutes, as amended from time to time.
22. INSURANCE: The Cooperative and Participating Governing Bodies shall provide, pay for, and maintain in force at all times during this Agreement insurance to cover its respective buildings, contents and vehicles, workers' compensation, liability and any other insurance required by law.
23. MODIFICATION OF AGREEMENT: Modifications, amendments, or alteration of the terms or conditions contained herein shall be effective when submitted in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
24. NOTICE: All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by any party to the other, shall be deemed to have fully given or made or sent when in writing and addressed to:

CITY OF CRESTVIEW

CITY MANAGER
City of Crestview
P. O. Box 1209
Crestview, FL. 32536

CITY OF DESTIN

CITY MANAGER
City of Destin
4200 Indian Bayou Trail
Destin, FL. 32541

CITY OF FORT WALTON BEACH

CITY MANAGER
City of Fort Walton Beach
107 Miracle Strip Parkway
Fort Walton Beach, FL. 32549

CITY OF MARY ESTHER

CITY MANAGER
City of Mary Esther
195 Christobal Road
Mary Esther, FL. 32569

CITY OF NICEVILLE

CITY MANAGER
City of Niceville
212 Partin Drive
Niceville, FL. 32578

OKALOOSA COUNTY

COUNTY ADMINISTRATOR
1250 N. Eglin Parkway
Suite 100
Shalimar, FL. 32579

CITY OF VALPARAISO

CITY CLERK
City of Valparaiso
465 Valparaiso Parkway
Valparaiso, FL. 32580

25. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefore, and shall not invalidate the remaining provision.

26. GOVERNING LAW: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in Okaloosa County, Florida and nowhere else.

27. PUBLIC RECORDS: All parties are subject to the public records law. If any of the parties have questions regarding the application of Chapter 119, Florida Statutes, regarding their duty to provide public records relating to this Agreement, contact the custodian of public records at Okaloosa County Risk Manager, 302 N. Wilson St., Crestview FL 32536; Phone: (850) 689-5977.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY OF CRESTVIEW

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, 2024

CITY OF DESTIN

ATTEST: _____

Title _____

(Title): _____ This ____ day of _____, 2024

CITY OF FORT WALTON BEACH

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, 2024

CITY OF MARY ESTHER

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, 2024

CITY OF NICEVILLE

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, 2024

CITY OF VALPARAISO

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, 2024

COOPERATIVE GOVERNING BOARD

ATTEST: _____

(Title): Vicky Stever, Coordinator, OCPLC

Nathan D. Boyles, Chairman
Okaloosa County Public Library Cooperative
This ____ day of _____, 2024

OKALOOSA COUNTY

ATTEST: _____

J. D. Peacock, II

(Title): Clerk of Circuit Court

Paul Mixon, Chairman
Board of County Commissioners
This ____ day of _____, 2024

Approved as to Form

Lynn M. Hoshihara, County Attorney

CONTRACT# C12-1959-L1B
OKALOOSA LIBRARY COOPERATIVE
FISCAL AGENT MOU
EXPIRES: INDEFINITE

Memorandum of Understanding (MOU)

between

The Okaloosa County Public Library Cooperative

and

The Board of County Commissioners of Okaloosa County, Florida

This is an agreement between The Okaloosa County Public Library Cooperative, hereinafter referred to as The Cooperative and the Board of County Commissioners of Okaloosa County, Florida, hereinafter referred to as The Board.

The purpose of this MOU is to identify The Board as the fiscal agent for The Cooperative and to grant them the authority to receive and disburse funds from Okaloosa County, from state and federal grant sources, from private donations and foundations and from any other sources.

The Governing Board shall follow the standard operating procedure for grant applications as defined by the County.

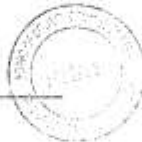
This MOU shall be effective upon the signatures of The Cooperatives and the Boards authorized officials. It shall be in force from date of signature unless suspended by agreement of both in subsequent MOU.



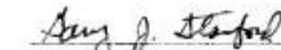
Bill Roberts, Chairman
Okaloosa County Public Library Cooperative



Don R. Amunds, Chairman
Board of County Commissioners



Attest:


Don Howard
Clerk of Courts

AGENDA ITEM

Agenda Item 11.6.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: October 7, 2024

SUBJECT: FY 2025 City Manager Salary Adjustment

BACKGROUND:

On September 4, the City Council approved the performance evaluation for the City Manager. In accordance with the contract, the City Council annually conducts a review of base salary and/or benefits after completion of the evaluation.

DISCUSSION:

The original contract provided an annual base salary of \$110,000. The following adjustments were subsequently approved:

- FY 2022 - 5%, \$115,500
- FY 2023 - 4%, \$120,120
- FY 2024 - 5%, \$126,126

For FY 2025, I am requesting a 5% salary adjustment, with an additional \$7,500 for professional development.

FINANCIAL IMPACT:

The adopted FY 2025 Budget includes a 5% increase for the position. Additional funds are available within the Human Resources budget and can be reallocated for professional development.

RECOMMENDATION:

The item is presented for City Council discussion and consideration.

ATTACHMENT(S):

1. City Manager Contract

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 6th day of July, 2020, between the City of Mary Esther, Florida, a municipal corporation (hereinafter called CITY), and Jared B. Cobb (hereinafter called MANAGER), both of whom agree and understand as follows:

WITNESSETH:

WHEREAS, Section 4.01 of the Charter of the City of Mary Esther establishes the position of City Manager, who shall be fully engaged in work for the City and shall serve at the pleasure of the City Council of the City of Mary Esther (hereinafter called COUNCIL); and

WHEREAS, the COUNCIL desires to employ the services of Jared B. Cobb as City Manager of the City of Mary Esther as provided within the City Charter; and

WHEREAS, Jared B. Cobb desires to serve as City Manager of the City of Mary Esther, and

WHEREAS, it is the desire of the COUNCIL to provide certain benefits, to establish certain conditions of employment, to set working conditions, and to set the framework and context of the relationship which shall exist between the CITY and MANAGER; and

WHEREAS, the COUNCIL and MANAGER have mutually negotiated and agreed to the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions, provisions, and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

SECTION 1: DUTIES AND AUTHORITY

COUNCIL agrees to employ Jared B. Cobb as City Manager for the City of Mary Esther to perform the functions and duties specified in the Charter of the City of Mary Esther and to perform other legally permissible and proper duties and functions as COUNCIL may assign from time to time.

SECTION 2: TERMS AND EFFECTIVE DATE

- A. COUNCIL and MANAGER agree to the employment of MANAGER shall begin August 1, 2020, or on an earlier date if agreed upon by both parties in writing.
- B. MANAGER's employment shall continue uninterrupted in accordance with the provisions of this Agreement, unless he is terminated or he resigns pursuant to Sections 9 and 11 respectively herein.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of COUNCIL to terminate the services of MANAGER at any time, subject only to the provisions set forth in Sections 9 and 10 of this Agreement.

- D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to voluntarily resign at any time from his position with the CITY in accordance with the provisions set forth in Section 11 of this Agreement.
- E. This Agreement shall take effect upon signature by MANAGER and approval by COUNCIL and signature by the Mayor.

SECTION 3: COMPENSATION

- A. COUNCIL agrees to pay MANAGER an annual base salary of one-hundred ten thousand dollars (\$110,000.00) per annum, payable in bi-weekly installments in accordance with City payroll procedures.
- B. In addition, COUNCIL will review the base salary and/or benefits of MANAGER each fiscal year, and at the COUNCIL's sole discretion may increase the base salary and/or benefits if desired. Nothing contained herein shall require future councils to provide an increase in base salary or benefits in any given year

SECTION 4: BENEFITS

- A. COUNCIL shall provide MANAGER, upon the same terms and conditions as other full-time employees the same medical, dental, vision, disability, and life Insurance. MANAGER, at his option, may opt out of the CITY-provided health care program. COUNCIL shall pay the full Medical, Dental, Vision, Disability, and Life Insurance coverage premium for MANAGER and allow for dependent coverage consistent with the City's Personnel Policies.
- B. MANAGER shall be entitled to one hundred twenty (120) hours of annual/vacation leave time upon execution of this Agreement and MANAGER shall accrue additional leave consistent with other full time employees.
- C. MANAGER shall be entitled to the same paid holidays as other full-time employees.
- D. MANAGER shall be entitled to accrue personal leave time the same as other full-time employees in accordance with the CITY's Personnel Policies.
- E. MANAGER shall be entitled to accrue sick leave the same as other full-time employees in accordance with the CITY's Personnel Policies. Sick leave may apply to regular and necessary appointments with health care providers for him.

SECTION 5: RETIREMENT

- A. COUNCIL shall provide for participation of the MANAGER in the City of Mary Esther's retirement plan as other full-time employees of the CITY.
- B. COUNCIL agrees to match MANAGER's contributions to the CITY's plans (401a and 457) in the same way and manner as other full-time employees consistent with applicable city policies and the rules of each retirement plan. MANAGER's right to vesting and transfer of any retirement proceeds will be subject to such retirement plan's vesting and transfer rules.

SECTION 6: PROFESSIONAL DEVELOPMENT

- A. MANAGER shall be reimbursed for, or CITY may pay directly, the expenses associated with MANAGER's membership and participation in the International City/County Management

Association, the Florida City and County Management Association, and any such other associations or organizations MANAGER determines to be necessary and desirable for MANAGER's continued professional participation, growth, development, and advancement and for the good of CITY, including all membership dues and costs of attending the annual conferences and other professional development events thereof as budgeted each year.

- B. MANAGER shall be reimbursed for, or CITY may pay directly, the expenses associated with MANAGER's participation in the Florida League of Cities, including the costs of attending the annual conference and other events thereof.
- C. MANAGER shall be reimbursed for, or CITY may pay directly, the expenses associated with MANAGER's attendance at other professional development and training events that MANAGER determines to be necessary and desirable for MANAGER's continued professional participation, growth, development, and advancement and for the good of CITY.

SECTION 7: HOURS OF WORK

As much as practical, MANAGER shall observe regular business hours in City Hall. However, COUNCIL recognizes that MANAGER must devote time outside the regular office hours on business for the CITY. Accordingly, MANAGER shall determine his own office hours and exercise flexibility in determining time away from City Hall. COUNCIL and MANAGER further recognize that time away from City Hall does not preclude conduct of CITY business or MANAGER'S availability through telecommuting or telecommunications.

SECTION 8: OUTSIDE EMPLOYMENT

The employment provided for by this Agreement shall be the MANAGER'S sole employment.

SECTION 9: TERMINATION

For the purpose of this Agreement, termination shall occur when:

- A. A majority of the governing body votes to terminate the MANAGER at a duly authorized public meeting "without cause," upon which the MANAGER shall be entitled to severance as provided in Section 10 of this Agreement.
- B. If the COUNCIL, citizens, or legislature acts to amend any provisions of the Charter of the City of Mary Esther, its Code of Ordinances, or enabling legislation pertaining to the role, powers, duties, authority, or responsibilities of the MANAGER'S position or that substantially changes the form of government, the MANAGER shall have the right to declare that such amendments constitute termination and MANAGER shall be entitled to severance as provided in Section 10 of this Agreement.
- C. Any reduction in the base salary, compensation, or any other financial benefits of the MANAGER, unless it is applied in no greater percentage than to all employees, shall constitute a breach of this Agreement and will be regarded as a termination and MANAGER shall be entitled to severance as provided in Section 10 of this Agreement.

- D. A majority of the COUNCIL may vote to terminate the MANAGER at a duly authorized public meeting "for cause," which is defined as a breach of this Agreement or misconduct as defined in Section 443.036(29), Florida Statutes.

SECTION 10: SEVERANCE

- A. Severance shall be paid to the MANAGER when employment is terminated as defined in Section 9.A-C of this Agreement.
- B. In the event employment of MANAGER is terminated as defined in Section 9.A-C of this Agreement, COUNCIL agrees:
 - 1. If the MANAGER is terminated "without cause", the COUNCIL shall provide a severance payment equal to eight (8) weeks base salary at the current salary rate at the time of termination. For each full year of service by MANAGER, the severance payable herein shall increase by two (2) weeks for a maximum of twenty (20) weeks of severance. Any severance shall be paid in a lump sum unless otherwise agreed to by the COUNCIL and MANAGER within thirty (30) days of termination.
 - 2. To pay MANAGER, no later than thirty (30) days after termination "without cause" a lump sum cash payment for all accrued, but unused annual leave, personal leave, and sick leave, calculated at the rate of pay in effect at the time of termination consistent with the City's Personnel Policies.
- C. In the event the MANAGER is terminated by COUNCIL "for cause" as set forth in Section 9.D above, the CITY shall have no obligation to pay and the MANAGER agrees no severance stated in this Agreement will be due or owing by the CITY.

SECTION 11: RESIGNATION

In the event the MANAGER voluntarily resigns his position with the CITY, the MANAGER shall provide a minimum of forty-five (45) days' advance notice unless COUNCIL approves a shorter notice. In the event of voluntary resignation, the CITY agrees to pay MANAGER all accrued benefits and agrees to allow continuation of any and all insurance coverage(s) in accordance with federal, state and/or local regulations. No severance as noted in Section 10 shall be paid upon the resignation by the MANAGER.

SECTION 12: BONDING

CITY shall bear the full cost of any fidelity or other bonds required of the MANAGER under any law or ordinance.

SECTION 13: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. At the time of negotiating this Agreement, the City is conducting a background check of Manager. Notwithstanding any other language or terms in this Agreement to the contrary, upon receipt and review of the background check by the COUNCIL if the background check is unsatisfactory to the Council, upon a majority vote the COUNCIL may cancel this Agreement without penalty. Mr. Cobb expressly agrees he shall receive and be entitled to nothing from the CITY.

- B. COUNCIL has agreed to waive the residency requirement, 4.02 City of Mary Esther, Florida Charter, for the MANAGER at this time. This does not prevent COUNCIL in the future from reinstating such residency requirement if it deems prudent. If MANAGER is unable or unwilling to comply with the residency requirement at such time, the parties agree it will be deemed as a resignation by the Manager and handled according to Section 11 above.
- C. COUNCIL agrees to pay a one-time relocation expense up to, but not exceeding, \$10,000.00. MANAGER shall be required to provide written invoices or receipts to the CITY for reimbursement.
- D. This Agreement sets forth and establishes the entire understanding between COUNCIL and MANAGER relating to the employment of MANAGER as city manager for the City of Mary Esther, Florida. Any prior discussions or representation by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of this Agreement. Such amendments shall be incorporated and made a part of this Agreement. Further, this Agreement has been negotiated and drafted by both COUNCIL and MANAGER and shall not be more strictly construed against either party.
- E. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- F. This Agreement may be executed in counterparts each of which shall be deemed the original and all of which together constitute but one and the same instrument.

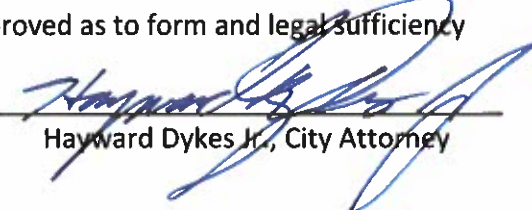
IN WITNESS WHEREOF, the City of Mary Esther has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by the City Clerk and Jared B. Cobb has signed and executed this Agreement.

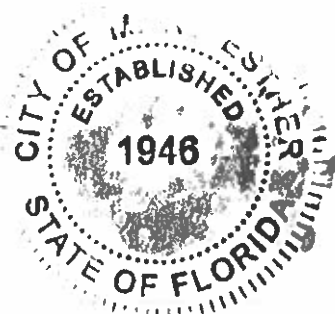

Jared B. Cobb

Attest:

Dana Williams, City Clerk

City of Mary Esther
By: 
Margaret McLemore, Mayor

Approved as to form and legal sufficiency
By: 
Hayward Dykes Jr., City Attorney



AGENDA ITEM

Agenda Item 11.7.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: October 7, 2024

SUBJECT: FY 2025 Law Enforcement Service Agreement

BACKGROUND:

The City of Mary Esther maintains an annual contract with the Okaloosa County Sheriff's Office (OCSO) for enhanced services. Historically, contract renewal is considered at the first meeting in October.

DISCUSSION:

The proposed OCSO Law Enforcement Service Agreement for FY 2025 is attached. The level of service remains unchanged with two (2) full-time patrol officers and one (1) school crossing guard.

There was one change under Article I, item c.:

~~Additional law enforcement services requiring a SHERIFF'S deputy when requested by an authorized representative of the CITY, and providing exclusive services to the CITY, shall be paid at the rate of \$30.00 per hour per deputy.~~

Additional law enforcement services requiring a SHERIFF'S deputy when requested by an authorized representative of the CITY, and providing exclusive services to the CITY, shall be coordinated through ROLLKALL TECHNOLOGIES, LLC. which provide secondary employment management services for the Sheriff.

Article I, item c., does not refer to resources tasked to support the CITY sponsored Veteran's Day Parade. This event, as well as many other civic events countywide, is supported by the SHERIFF'S Office as a mutual benefit to all Okaloosa County Residents.

FINANCIAL IMPACT:

The agreement includes compensation of \$24,927.42 per month, or \$299,129.00 annually. This represents an increase of \$25,089, or 9% over FY 2024. This contract amount was included in the recently adopted FY 2025 Budget.

RECOMMENDATION:

Motion to approve the FY 2025 Law Enforcement Service Agreement with the Okaloosa County

Sheriff's Office for an amount not-to-exceed \$299,129.00.

ATTACHMENT(S):

1. FY 2025 Law Enforcement Service Agreement
2. FY 2025 OCSO Budget Breakdown

**LAW ENFORCEMENT SERVICE AGREEMENT
BETWEEN THE OKALOOSA COUNTY SHERIFF'S OFFICE,
OKALOOSA COUNTY, FLORIDA, AND THE CITY OF MARY ESTHER,
FLORIDA**

THIS AGREEMENT made and entered into on this October 1, 2024, between the OKALOOSA COUNTY SHERIFF'S OFFICE of Okaloosa County, Florida, hereinafter referred to as the SHERIFF, and the CITY OF MARY ESTHER, Florida, a municipality located in OKALOOSA COUNTY, Florida, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, Florida Statute 125.0101 provides the COUNTY may contract to provide law enforcement services to a municipality within its boundaries; and

WHEREAS, the CITY is a municipality within the boundaries of Okaloosa County, Florida, and wishes to contract with the SHERIFF for municipal law enforcement services for that area of land within its municipal boundaries for the benefit of the citizens of the CITY; and

WHEREAS, in recognition of the effort to minimize the cost of governmental services for the benefit of the citizens of the CITY; and

WHEREAS, the CITY is desirous of maintaining competent professional law enforcement services in conjunction and harmony with its program of fiscal responsibility; and

WHEREAS, the SHERIFF has agreed to render to the CITY professional law enforcement services and the CITY is desirous of contracting for such services, upon the terms and conditions hereinafter set forth; and

WHEREAS, it is the desire of the CITY that the full, complete, and entire responsibility for law enforcement within the CITY be performed by the SHERIFF.

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I

LAW ENFORCEMENT SERVICE

The SHERIFF shall provide to the CITY competent law enforcement protection within and throughout the corporate limits of the CITY under the authority given the SHERIFF by the laws of the State of Florida. Said service shall be in addition to those law enforcement services required to be provided by the SHERIFF prior to the execution of this Agreement, by providing the

following dedicated personnel to provide law enforcement services within the corporate limits of the CITY:

- a. Two (2) full time patrol SHERIFF'S deputies (FTEs), each to work a minimum of forty (40) hours per week, from October 1, 2024, through September 30, 2025, as agreed upon by an authorized representative of the CITY and the SHERIFF. These deputies will patrol within the Mary Esther City limits and shall be assigned to their normal schedule other than for leave and training requirements. In recognition of the SHERIFF's commitment, SHERIFF will continue to provide the School Crossing Guard (SCG) at no charge to the City of Mary Esther. Deputy Sheriff positions will not be backfilled in the event the deputy is on leave or in training. After assigned normal hours, or in the event previously described for leave and training, a deputy sheriff shall still respond to calls for service within the city limits of Mary Esther, whether or not the contract deputy is working.
- b. One (1) School Crossing Guard (SCG) to work four hours per day, one hundred eighty days per year, as agreed upon by an authorized representative of the CITY and the SHERIFF. The cost of the SCG shall be funded by the SHERIFF.
- c. Additional law enforcement services requiring a SHERIFF'S deputy when requested by an authorized representative of the CITY, and providing exclusive services to the CITY, shall be coordinated through ROLLKALL TECHNOLOGIES, LLC. which provide secondary employment management services for the Sheriff.

Article I, item c., does not refer to resources tasked to support the CITY sponsored Veteran's Day Parade. This event, as well as many other civic events countywide, is supported by the SHERIFF'S Office as a mutual benefit to all Okaloosa County Residents.

ARTICLE II

CONSIDERATION

The CITY shall pay to the SHERIFF, in consideration of the services and responsibilities to be performed for the term hereof, the sum of \$299,129.00 for service, to be paid in 12 monthly installments of \$24,927.42.

The monthly installments, made payable to the SHERIFF by the CITY, shall be turned over by the SHERIFF, upon receipt, to the Board of County Commissioners of Okaloosa County in consideration and reimbursement for the County having allocated the entire amount payable under this agreement to the SHERIFF in his current budget. Any and all funds allocated to the SHERIFF by the Board of County Commissioners of Okaloosa County in consideration of this agreement shall be accounted to the general revenue fund of the SHERIFF.

ARTICLE III

EMPLOYMENT RESPONSIBILITY

For all persons appointed by the SHERIFF in the performance of such services, functions and responsibilities as described and contemplated herein for the CITY, the SHERIFF shall be required to assume any liability for or direct payment of any salaries, wages or other compensation, contributions to pension funds, insurance premiums, worker's compensation funds, vacation or compensatory time, sick leave benefits or any other amenities of employment to any SHERIFF personnel performing services, duties and responsibilities hereunder for the benefit of said CITY and the residents thereof, or any other liabilities whatsoever, unless otherwise specifically provided herein. The CITY shall not be liable, in any manner, for any activity of any employee of the SHERIFF.

ARTICLE IV

RIGHT OF CONTROL

The SHERIFF shall have and maintain the responsibility for providing the level of service determined by the City Council. The discipline of personnel and other matters pertinent to the performance of the services, duties and responsibilities as required under this agreement shall be the responsibility of the SHERIFF, and if germane, results may be made available to the City Manager. Nothing herein contained should be construed to mean that the CITY is contracting away its constitutional authority. The CITY reserves the right to request the replacement of any deputy sheriff assigned to perform services under this agreement.

ARTICLE V

AUTHORITY TO ACT

The CITY does hereby vest in each sworn officer of the SHERIFF, to the extent allowed by law, the police powers of the CITY, which are necessary to implement and carry forth the services, duties and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Any sworn deputy sheriff duly appointed as provided by law, shall have the authority and by this agreement is vested with the power to:

1. Enforce the laws of the State of Florida;
2. Enforce the ordinances of Okaloosa County that are applicable in the CITY; however, to the extent should an ordinance of the COUNTY be in conflict with an ordinance of the CITY, the CITY ordinance shall control;
3. Enforce the Ordinances of the CITY; and
4. Provide any other law enforcement activity as authorized or directed by the City Council.

ARTICLE VI

DESIGNATION OF COLOR OF PERSONNEL UNIFORM AND PATROL CAR

The SHERIFF shall have the total responsibility for the selection of uniforms for the deputy performing duties and services pursuant to this agreement and the marking of the deputy's patrol vehicle. The SHERIFF may, at the request of the CITY, affix a mutually agreed upon City of Mary Esther Seal on patrol vehicles of deputies assigned to the City under this agreement.

ARTICLE VII

LIAISON

A liaison shall be maintained between the CITY and the SHERIFF and/or his designee. The CITY'S liaison shall be the City Manager; who shall meet and confer with the SHERIFF and/or his designee and other law enforcement officers on a regular basis to review law enforcement activity and other CITY related activities. The SHERIFF shall consult only with an authorized representative of the CITY in carrying out the terms and conditions of this agreement.

ARTICLE VIII

INSURANCE

The personnel appointed and employed by the SHERIFF pursuant to this agreement shall be covered in all respects as are other members of the SHERIFF'S office either through the SHERIFF'S Self-Insurance Fund or through a private company with comparable coverage to minimally include worker's compensation and property and liability. The SHERIFF shall provide the same insurance coverage for the vehicles used in the CITY under the terms of this agreement as is used for like vehicles in the SHERIFF's Office and shall have the CITY added as a named insured on such policy of insurance.

ARTICLE IX

TERM

This service agreement shall take effect on October 1, 2024, and shall continue through September 30, 2025, unless otherwise amended, extended or terminated in accordance with the terms hereof.

ARTICLE X

OPTION TO RENEW

For, and in consideration of, the mutual benefits herein contemplated, the sufficiency of which is hereby acknowledged, the SHERIFF does hereby extend to the CITY a continuing option to renew this service agreement on an annual basis.

ARTICLE XI

RIGHT OF CANCELLATION AND TERMINATION

Any party hereto shall have the right to cancel this agreement at any time during its existence upon giving ninety (90) days advance notice of its intention to cancel. Upon the termination of the ninety (90) day period, this agreement shall then be canceled, terminated, become null and void and has no further force and effect.

ARTICLE XII

AUTHORITY TO EXECUTE

The SHERIFF, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this service agreement pursuant to the powers vested in him under Article VIII of the Constitution of the State of Florida and Section 125.0101, Florida Statutes, to the effect that his making and execution hereof shall create a legal obligation upon himself as a political subdivision of the State and as SHERIFF of Okaloosa County, Florida, which shall be legally binding upon him; and that the same shall be enforceable by the CITY according and to the extent of the provisions hereof. Nothing contained herein, nor any obligation on the part of the SHERIFF to perform hereunder, shall in any way be contrary to, or in contravention of, any policy of insurance or surety bond required of the SHERIFF pursuant to the Jaws of the State of Florida.

The CITY's Mayor, by her execution hereof, represents to the SHERIFF that she has full power and authority to execute this service agreement on behalf of the CITY OF MARY ESTHER, Florida, and nothing herein contained is in any way contrary to or in contravention of the Charter of the CITY of Mary Esther or the laws of the State of Florida.

ARTICLE XIII

RELATIONSHIP OF PARTIES

As employee(s) of the SHERIFF's Office, the Deputy Sheriff(s) is not considered an agent or employee of the CITY and will not be entitled to any of the benefits the CITY provides for its

full time employees, including, but not limited to, health insurance coverage, worker's compensation coverage, and unemployment insurance.

ARTICLE XIV

NON-ASSIGNABILITY

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, without the consent of the CITY Council, which consent must be evidenced by a duly passed action of the CITY Council and provided to the SHERIFF in writing.

ARTICLE XV

INDEMNIFICATION

Unless otherwise stated in this Agreement, each party shall be solely responsible for the conduct of its employees and agents in connection with their performance or obligations under this Agreement, and hold the other harmless for any injuries or damages arising under this Agreement, and shall defend any claims for injuries or damages, even if such claims be groundless or fraudulent, except that liability in such cases shall not exceed the waiver limitations set forth in section 768.28 F.S., as it now exists or as it may be amended. Nothing in this Agreement is intended to violate the terms of section 768.28(19), F.S., regarding indemnities between public Parties.

ARTICLE XVI

ENTIRE AGREEMENT

The parties acknowledge one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereto. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

IN WITNESS WHEREOF, the parties to this Agreement have caused their respective agents to execute this instrument on their behalf, at the dates and times set forth below, to be effective October 1, 2024.

CITY OF MARY ESTHER, FLORIDA

ATTEST:

BY: _____
Chris Stein, Mayor

Dillon Morris, City Clerk

DATE: _____

APPROVED AS TO FORM:

City Attorney

SHERIFF OF OKALOOSA COUNTY

ATTEST:

Eric Aden, Sheriff
Okaloosa County, Florida

DATE: _____

FY 2025 Law Enforcement Budget, Mary Esther
[May 21, 2024](#)

		FY 2024 Approved FTE = 2	FY 2025 Estimated FTE = 2
Personnel Expenses			
	Regular Payroll	\$ 115,019	\$ 120,234
	Social Security	8,799	9,198
	Retirement	37,577	39,425
	Workers Compensation	5,751	6,012
	Insurance	22,538	36,022
Total Personnel		\$ 189,684	\$ 210,890
Operational Expenses			
	Professional Liability	\$ 2,145	\$ 2,209
	Automobile Liability	1,418	1,840
	Automobile Collision	1,038	1,141
	Auto Repair and Maintenance	1,300	1,300
	Tires	1,197	1,080
	Fuel	14,055	12,057
	Uniforms & Duty Gear	3,025	4,133
	Software Licenses	1,060	1,060
	MIFI & Cell Service	1,800	1,800
	Cameras	4,076	4,894
	Portable Radios	284	1,380
	Support Allocation	28,720	28,720
Total Operational		\$ 60,117	\$ 61,614
Capital Expense			
	Capital Replacement	\$ 24,240	\$ 26,625
Total Capital		\$ 24,240	\$ 26,625
TOTAL CONTRACT		\$ 274,040	\$ 299,129

AGENDA ITEM

Agenda Item 11.8.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: October 7, 2024

SUBJECT: Photo Speed Enforcement in School Zones

BACKGROUND:

One of the most common complaints received by the Okaloosa County Sheriff's Office is speeding on Highway 98. On May 31, 2023, Governor DeSantis signed House Bill 657, which permits local governments in Florida to use camera-equipped radar devices to enforce speed limits in school zones. Staff is presenting this concept for discussion and feedback as an option to address speeding, traffic, and pedestrian safety.

DISCUSSION:

The goal of these programs is to improve safety around schools by deterring speeding and protecting students. These devices capture images of vehicles speeding by 10 mph or more. Offenders face a \$100 fine, but no points are added to their driver's license, and it doesn't affect insurance rates. The law mandates public notice and signage in areas with these systems, and public agencies are responsible for managing the program, including maintaining logs and conducting system tests.

In preparation for this discussion, one vendor conducted a speed study within the school zone on U.S. Highway 98. The study was completed during school hours from August 16 through August 22. Out of 60,126 vehicles, 3,588 vehicles were speeding in excess of 10 mph. Staff anticipates a photo speed enforcement program would significantly reduce speeding, with studies indicating a 50-95% reduction based on various factors, such as demographics, road design, and the percentage of nonresidents using the highway.

Implementation of a photo speed enforcement program would require a city ordinance. The ordinance provides the legal framework for the use of automated speed detection systems, including guidelines for installation, operation, and enforcement. Attached is a full copy of HB 657 and model ordinances from the Town of Shalimar and City of Fort Walton Beach.

FINANCIAL IMPACT:

The program would require staff or the Okaloosa County Sheriff's Office to review and approve citations. Any person contesting a citation would appear before the special magistrate. Program revenues would offset these costs.

RECOMMENDATION:

The program is being presented for City Council review and discussion. If the City Council is interested in moving forward, staff would request the following motion:

Motion to direct the City Manager to prepare an ordinance for review, discussion, and consideration of a first reading.

ATTACHMENT(S):

1. Florida House Bill 657
2. Shalimar Ordinance
3. Fort Walton Beach Ordinance

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CS/CS/HB 657, Engrossed 1

2023 Legislature

1
2 An act relating to enforcement of school zone speed
3 limits; amending s. 316.003, F.S.; revising and
4 providing definitions; amending s. 316.008, F.S.;
5 authorizing a county or municipality to enforce the
6 speed limit in a school zone at specified periods
7 through the use of a speed detection system; providing
8 a rebuttable presumption; authorizing a county or
9 municipality to install, or contract with a vendor to
10 install, a speed detection system in a school zone;
11 requiring a county or municipality to enact an
12 ordinance to authorize placement or installation of
13 such system; requiring the county or municipality to
14 consider certain evidence and make a certain
15 determination at a public hearing; amending s.
16 316.0776, F.S.; specifying conditions for the
17 placement or installation of speed detection systems;
18 requiring the Department of Transportation to
19 establish certain specifications by a specified date;
20 requiring a county or municipality that installs a
21 speed detection system to provide certain notice to
22 the public; providing signage requirements; requiring
23 a county or municipality that has never conducted a
24 school zone speed detection system program to conduct
25 a public awareness campaign before commencing

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

hb0657-04-er

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26 enforcement using such system; limiting penalties in
27 effect during the public awareness campaign; requiring
28 a county or municipality to place a specified annual
29 report on the agenda of a regular or special meeting
30 of its governing body; requiring approval by the
31 governing body at a regular or special meeting before
32 contracting or renewing a contract to place or install
33 such system; providing for public comment; prohibiting
34 such report, contract, or contract renewal from being
35 considered as part of a consent agenda; providing
36 requirements for a written summary of such report;
37 requiring a report to the Department of Highway Safety
38 and Motor Vehicles; prohibiting compliance with
39 certain provisions from being raised in a proceeding
40 challenging a violation; creating s. 316.1894, F.S.;
41 requiring a law enforcement agency with jurisdiction
42 over a county or municipality conducting a school zone
43 speed detection system program to use certain funds to
44 administer the School Crossing Guard Recruitment and
45 Retention Program; providing purposes; requiring
46 program design and management at the discretion of the
47 law enforcement agency; creating s. 316.1896, F.S.;
48 authorizing a county or municipality to authorize a
49 traffic infraction enforcement officer to issue
50 uniform traffic citations for certain violations;

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51 providing construction; providing notice requirements
52 and procedures; authorizing a person who receives a
53 notice of violation to request a hearing within a
54 specified timeframe; defining the term "person";
55 providing for waiver of challenge or dispute as to the
56 delivery of the notice of violation; requiring a
57 county or municipality to pay certain funds to the
58 Department of Revenue; providing for the distribution
59 of funds; providing requirements for issuance of a
60 uniform traffic citation; providing for waiver of
61 challenge or dispute as to the delivery of the uniform
62 traffic citation; providing notice requirements and
63 procedures; specifying that the registered owner of a
64 motor vehicle is responsible and liable for paying a
65 uniform traffic citation; providing exceptions;
66 requiring an owner of a motor vehicle to furnish an
67 affidavit under certain circumstances; specifying
68 requirements for such affidavit and procedures
69 relating thereto; providing a criminal penalty for
70 submitting a false affidavit; providing that certain
71 photographs or video and evidence of speed are
72 admissible in certain proceedings; providing a
73 rebuttable presumption; providing construction;
74 providing requirements and procedures for hearings;
75 prohibiting the use of a speed detection system for

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2023 Legislature

76 remote surveillance; providing construction;
77 specifying requirements of and prohibitions on the use
78 of recorded video and photographs captured by a speed
79 detection system; requiring municipalities and
80 counties to submit an annual report to the Department
81 of Highway Safety and Motor Vehicles in a form and
82 manner specified by the department; authorizing the
83 department to require quarterly submission of data;
84 providing report requirements; requiring counties and
85 municipalities to retain certain records for a
86 specified period; requiring the department to submit a
87 summary report to the Governor and Legislature;
88 amending s. 316.1906, F.S.; revising the definition of
89 the term "officer"; providing self-test requirements
90 for speed detection systems; requiring a law
91 enforcement agency operating a speed detection system
92 to maintain a log of results of the system's self-
93 tests and to perform independent calibration tests of
94 such systems; providing for the admissibility of
95 certain evidence in certain proceedings; amending s.
96 318.18, F.S.; providing a civil penalty for a speed
97 limit violation in a school zone; providing for
98 distribution thereof; providing conditions under which
99 a case may be dismissed; amending s. 322.27, F.S.;
100 prohibiting points from being imposed against a driver

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license for certain infractions enforced by a traffic infraction enforcement officer; prohibiting such infractions from being used to set motor vehicle insurance rates; amending ss. 316.306, 316.640, 318.14, 318.21, and 655.960, F.S.; conforming cross-references and provisions to changes made by the act; amending s. 316.650, F.S.; revising the period during which certain traffic citation data must be provided to a court having jurisdiction over the alleged offense; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (82) through (109) of section 316.003, Florida Statutes, are renumbered as subsections (83) through (110), respectively, subsections (38) and (64) are amended, and a new subsection (82) is added to that section, to read:

316.003 Definitions.—The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires:

(38) LOCAL HEARING OFFICER.—The person, designated by a department, county, or municipality that elects to authorize traffic infraction enforcement officers to issue traffic

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126 citations under ss. 316.0083(1)(a) and 316.1896(1) ~~s.~~
127 ~~316.0083(1)(a)~~, who is authorized to conduct hearings related to
128 a notice of violation issued pursuant to s. 316.0083 or s.
129 316.1896. The charter county, noncharter county, or municipality
130 may use its currently appointed code enforcement board or
131 special magistrate to serve as the local hearing officer. The
132 department may enter into an interlocal agreement to use the
133 local hearing officer of a county or municipality.

134 (64) PRIVATE ROAD OR DRIVEWAY.—Except as otherwise
135 provided in paragraph (88)(b) ~~(87)(b)~~, any privately owned way
136 or place used for vehicular travel by the owner and those having
137 express or implied permission from the owner, but not by other
138 persons.

139 (82) SPEED DETECTION SYSTEM.—A portable or fixed automated
140 system used to detect a motor vehicle's speed using radar or
141 LiDAR and to capture a photograph or video of the rear of a
142 motor vehicle that exceeds the speed limit in force at the time
143 of the violation.

144 Section 2. Subsection (9) is added to section 316.008,
145 Florida Statutes, to read:

146 316.008 Powers of local authorities.—

147 (9)(a) A county or municipality may enforce the applicable
148 speed limit on a roadway properly maintained as a school zone
149 pursuant to s. 316.1895:

150 1. Within 30 minutes before through 30 minutes after the

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151 start of a regularly scheduled breakfast program;

152 2. Within 30 minutes before through 30 minutes after the
153 start of a regularly scheduled school session;

154 3. During the entirety of a regularly scheduled school
155 session; and

156 4. Within 30 minutes before through 30 minutes after the
157 end of a regularly scheduled school session

158
159 through the use of a speed detection system for the detection of
160 speed and capturing of photographs or videos for violations in
161 excess of 10 miles per hour over the speed limit in force at the
162 time of the violation. A school zone's compliance with s.
163 316.1895 creates a rebuttable presumption that the school zone
164 is properly maintained.

165 (b) A county or municipality may place or install, or
166 contract with a vendor to place or install, a speed detection
167 system within a roadway maintained as a school zone as provided
168 in s. 316.1895 to enforce unlawful speed violations, as
169 specified in s. 316.1895(10) or s. 316.183, on that roadway.

170 (c) A county or municipality must enact an ordinance in
171 order to authorize the placement or installation of a speed
172 detection system on a roadway maintained as a school zone as
173 authorized by this subsection. As part of the public hearing on
174 such proposed ordinance, the county or municipality must
175 consider traffic data or other evidence supporting the

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176 installation and operation of each proposed school zone speed
177 detection system, and the county or municipality must determine
178 that the school zone where a speed detection system is to be
179 placed or installed constitutes a heightened safety risk that
180 warrants additional enforcement measures pursuant to this
181 subsection.

182 Section 3. Subsection (3) is added to section 316.0776,
183 Florida Statutes, to read:

184 316.0776 Traffic infraction detectors; speed detection
185 systems; placement and installation.—

186 (3) A speed detection system authorized by s. 316.008(9)
187 may be placed or installed in a school zone on a state road when
188 permitted by the Department of Transportation and in accordance
189 with placement and installation specifications developed by the
190 Department of Transportation. The speed detection system may be
191 placed or installed in a school zone on a street or highway
192 under the jurisdiction of a county or a municipality in
193 accordance with placement and installation specifications
194 established by the Department of Transportation. The Department
195 of Transportation must establish such placement and installation
196 specifications by December 31, 2023.

197 (a) If a county or municipality places or installs a speed
198 detection system as authorized by s. 316.008(9), the county or
199 municipality must notify the public that a speed detection
200 system may be in use by posting signage indicating photographic

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201 or video enforcement of the school zone speed limits. Such
202 signage shall clearly designate the time period during which the
203 school zone speed limits are enforced using a speed detection
204 system and must meet the placement and installation
205 specifications established by the Department of Transportation.
206 For a speed detection system enforcing violations of s. 316.1895
207 or s. 316.183 on a roadway maintained as a school zone, this
208 paragraph governs the signage notifying the public of the use of
209 a speed detection system.

210 (b) If a county or municipality begins a school zone speed
211 detection system program in a county or municipality that has
212 never conducted such a program, the respective county or
213 municipality must make a public announcement and conduct a
214 public awareness campaign of the proposed use of speed detection
215 systems at least 30 days before commencing enforcement under the
216 speed detection system program and must notify the public of the
217 specific date on which the program will commence. During the 30-
218 day public awareness campaign, only a warning may be issued to
219 the registered owner of a motor vehicle for a violation of s.
220 316.1895 or s. 316.183 enforced by a speed detection system, and
221 liability may not be imposed for the civil penalty under s.
222 318.18(3)(d).

223 (c) A county or municipality that operates one or more
224 school zone speed detection systems must annually report the
225 results of all systems within the county's or municipality's

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jurisdiction by placing the report required under s.
316.1896(16) (a) as a single reporting item on the agenda of a
regular or special meeting of the county's or municipality's
governing body. Before a county or municipality contracts or
renews a contract to place or install a speed detection system
in a school zone pursuant to s. 316.008(9), the county or
municipality must approve the contract or contract renewal at a
regular or special meeting of the county's or municipality's
governing body.

1. Interested members of the public must be allowed to
comment regarding the report, contract, or contract renewal
under the county's or municipality's public comment policies or
formats, and the report, contract, or contract renewal may not
be considered as part of a consent agenda.

2. The report required under this paragraph must include a
written summary, which must be read aloud at the regular or
special meeting, and the summary must contain, for the same time
period pertaining to the annual report to the department under
s. 316.1896(16) (a), the number of notices of violation issued,
the number that were contested, the number that were upheld, the
number that were dismissed, the number that were issued as
uniform traffic citations, and the number that were paid and how
collected funds were distributed and in what amounts. The county
or municipality must report to the department that the county's
or municipality's annual report was considered in accordance

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251 with this paragraph, including the date of the regular or
252 special meeting at which the annual report was considered.

253 3. The compliance or sufficiency of compliance with this
254 paragraph may not be raised in a proceeding challenging a
255 violation of s. 316.1895 or s. 316.183 enforced by a speed
256 detection system in a school zone.

257 Section 4. Section 316.1894, Florida Statutes, is created
258 to read:

259 316.1894 School Crossing Guard Recruitment and Retention
260 Program.—The law enforcement agency having jurisdiction over a
261 county or municipality conducting a school zone speed detection
262 system program authorized by s. 316.008(9) must use funds
263 generated pursuant to s. 316.1896(5)(e) from the school zone
264 speed detection system program to administer the School Crossing
265 Guard Recruitment and Retention Program. Such program may
266 provide recruitment and retention stipends to crossing guards at
267 K-12 public schools, including charter schools, or stipends to
268 third parties for the recruitment of new crossing guards. The
269 School Crossing Guard Recruitment and Retention Program must be
270 designed and managed at the discretion of the law enforcement
271 agency.

272 Section 5. Section 316.1896, Florida Statutes, is created
273 to read:

274 316.1896 Roadways maintained as school zones; speed
275 detection system enforcement; penalties; appeal procedure;

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276 privacy; reports.—

277 (1) For purposes of administering this section, a county
278 or municipality may authorize a traffic infraction enforcement
279 officer under s. 316.640 to issue uniform traffic citations for
280 violations of ss. 316.1895 and 316.183 as authorized by s.
281 316.008(9), as follows:

282 (a) For a violation of s. 316.1895 in excess of 10 miles
283 per hour over the school zone speed limit which occurs within 30
284 minutes before through 30 minutes after the start of a regularly
285 scheduled breakfast program.

286 (b) For a violation of s. 316.1895 in excess of 10 miles
287 per hour over the school zone speed limit which occurs within 30
288 minutes before through 30 minutes after the start of a regularly
289 scheduled school session.

290 (c) For a violation of s. 316.183 in excess of 10 miles
291 per hour over the posted speed limit during the entirety of a
292 regularly scheduled school session.

293 (d) For a violation of s. 316.1895 in excess of 10 miles
294 per hour over the school zone speed limit which occurs within 30
295 minutes before through 30 minutes after the end of a regularly
296 scheduled school session.

297
298 Such violation must be evidenced by a speed detection system
299 described in ss. 316.008(9) and 316.0776(3). This subsection
300 does not prohibit a review of information from a speed detection

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301 system by an authorized employee or agent of a county or
302 municipality before issuance of the uniform traffic citation by
303 the traffic infraction enforcement officer. This subsection does
304 not prohibit a county or municipality from issuing notices as
305 provided in subsection (2) to the registered owner of the motor
306 vehicle for a violation of s. 316.1895 or s. 316.183.

307 (2) Within 30 days after a violation, notice must be sent
308 to the registered owner of the motor vehicle involved in the
309 violation specifying the remedies available under s. 318.14 and
310 that the violator must pay the penalty under s. 318.18(3)(d) to
311 the county or municipality, or furnish an affidavit in
312 accordance with subsection (8), within 30 days after the date of
313 the notice of violation in order to avoid court fees, costs, and
314 the issuance of a uniform traffic citation. The notice of
315 violation must:

316 (a) Be sent by first-class mail.

317 (b) Include a photograph or other recorded image showing
318 the license plate of the motor vehicle; the date, time, and
319 location of the violation; the maximum speed at which the motor
320 vehicle was traveling within the school zone; and the speed
321 limit within the school zone at the time of the violation.

322 (c) Include a notice that the owner has the right to
323 review, in person or remotely, the photograph or video captured
324 by the speed detection system and the evidence of the speed of
325 the motor vehicle detected by the speed detection system which

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326 constitute a rebuttable presumption that the motor vehicle was
327 used in violation of s. 316.1895 or s. 316.183.

328 (d) State the time when, and the place or website at
329 which, the photograph or video captured and evidence of speed
330 detected may be examined and observed.

331 (3) Notwithstanding any other law, a person who receives a
332 notice of violation under this section may request a hearing
333 within 30 days after the notice of violation or may pay the
334 penalty pursuant to the notice of violation, but a payment or
335 fee may not be required before the hearing requested by the
336 person. The notice of violation must be accompanied by, or
337 direct the person to a website that provides, information on the
338 person's right to request a hearing and on all costs related
339 thereto and a form used for requesting a hearing. As used in
340 this subsection, the term "person" includes a natural person,
341 the registered owner or co-owner of a motor vehicle, or the
342 person identified in an affidavit as having actual care,
343 custody, or control of the motor vehicle at the time of the
344 violation.

345 (4) If the registered owner or co-owner of the motor
346 vehicle; the person identified as having care, custody, or
347 control of the motor vehicle at the time of the violation; or an
348 authorized representative of the owner, co-owner, or identified
349 person initiates a proceeding to challenge the violation, such
350 person waives any challenge or dispute as to the delivery of the

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351 notice of violation.

352 (5) Penalties assessed and collected by the county or
353 municipality authorized to collect the funds provided for in
354 this section, less the amount retained by the county or
355 municipality pursuant to paragraph (b) and paragraph (e) and the
356 amount remitted to the county school district pursuant to
357 paragraph (d), must be paid to the Department of Revenue weekly.
358 Such payment must be made by means of electronic funds transfer.
359 In addition to the payment, a detailed summary of the penalties
360 remitted must be reported to the Department of Revenue.
361 Penalties to be assessed and collected by the county or
362 municipality as established in s. 318.18(3)(d) must be remitted
363 as follows:

364 (a) Twenty dollars must be remitted to the Department of
365 Revenue for deposit into the General Revenue Fund.

366 (b) Sixty dollars must be retained by the county or
367 municipality and must be used to administer speed detection
368 systems in school zones and other public safety initiatives.

369 (c) Three dollars must be remitted to the Department of
370 Revenue for deposit into the Department of Law Enforcement
371 Criminal Justice Standards and Training Trust Fund.

372 (d) Twelve dollars must be remitted to the county school
373 district in which the violation occurred and must be used for
374 school security initiatives, for student transportation, or to
375 improve the safety of student walking conditions. Funds remitted

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under this paragraph must be shared with charter schools in the district based on each charter school's proportionate share of the district's total unweighted full-time equivalent student enrollment and must be used for school security initiatives or to improve the safety of student walking conditions.

(e) Five dollars must be retained by the county or municipality for the School Crossing Guard Recruitment and Retention Program pursuant to s. 316.1894.

(6) A uniform traffic citation must be issued by mailing the uniform traffic citation by certified mail to the address of the registered owner of the motor vehicle involved in the violation if payment has not been made within 30 days after notification under subsection (2), if the registered owner has not requested a hearing as authorized under subsection (3), and if the registered owner has not submitted an affidavit in accordance with subsection (8).

(a) Delivery of the uniform traffic citation constitutes notification of a violation under this subsection. If the registered owner or co-owner of the motor vehicle; the person identified as having care, custody, or control of the motor vehicle at the time of the violation; or a duly authorized representative of the owner, co-owner, or identified person initiates a proceeding to challenge the citation pursuant to this section, such person waives any challenge or dispute as to the delivery of the uniform traffic citation.

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401 (b) In the case of joint ownership of a motor vehicle, the
402 uniform traffic citation must be mailed to the first name
403 appearing on the motor vehicle registration, unless the first
404 name appearing on the registration is a business organization,
405 in which case the second name appearing on the registration may
406 be used.

407 (c) The uniform traffic citation mailed to the registered
408 owner of the motor vehicle involved in the infraction must be
409 accompanied by the information described in paragraphs (2) (b),
410 (2) (c), and (2) (d) .

411 (7) The registered owner of the motor vehicle involved in
412 the violation is responsible and liable for paying the uniform
413 traffic citation issued for a violation of s. 316.1895 or s.
414 316.183 unless the owner can establish that:

415 (a) The motor vehicle was, at the time of the violation,
416 in the care, custody, or control of another person;

417 (b) A uniform traffic citation was issued by law
418 enforcement to the driver of the motor vehicle for the alleged
419 violation of s. 316.1895 or s. 316.183; or

420 (c) The motor vehicle's owner was deceased on or before
421 the date of the alleged violation, as established by an
422 affidavit submitted by the representative of the motor vehicle
423 owner's estate or other identified person or family member.

424 (8) To establish such facts under subsection (7), the
425 registered owner of the motor vehicle must, within 30 days after

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426 the date of issuance of the notice of violation or the uniform
427 traffic citation, furnish to the appropriate governmental entity
428 an affidavit setting forth information supporting an exception
429 under subsection (7).

430 (a) An affidavit supporting the exception under paragraph
431 (7) (a) must include the name, address, date of birth, and, if
432 known, the driver license number of the person who leased,
433 rented, or otherwise had care, custody, or control of the motor
434 vehicle at the time of the alleged violation. If the motor
435 vehicle was stolen at the time of the alleged violation, the
436 affidavit must include the police report indicating that the
437 motor vehicle was stolen.

438 (b) If a uniform traffic citation for a violation of s.
439 316.1895 or s. 316.183 was issued at the location of the
440 violation by a law enforcement officer, the affidavit must
441 include the serial number of the uniform traffic citation.

442 (c) If the motor vehicle's owner to whom a notice of
443 violation or a uniform traffic citation has been issued is
444 deceased, the affidavit must include a certified copy of the
445 owner's death certificate showing that the date of death
446 occurred on or before the date of the alleged violation and one
447 of the following:

448 1. A bill of sale or other document showing that the
449 deceased owner's motor vehicle was sold or transferred after his
450 or her death but on or before the date of the alleged violation.

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451 2. Documented proof that the registered license plate
452 belonging to the deceased owner's motor vehicle was returned to
453 the department or any branch office or authorized agent of the
454 department after his or her death but on or before the date of
455 the alleged violation.

456 3. A copy of the police report showing that the deceased
457 owner's registered license plate or motor vehicle was stolen
458 after his or her death but on or before the date of the alleged
459 violation.

460
461 Upon receipt of the affidavit and documentation required under
462 paragraphs (b) and (c), or 30 days after the date of issuance of
463 a notice of violation sent to a person identified as having
464 care, custody, or control of the motor vehicle at the time of
465 the violation under paragraph (a), the county or municipality
466 must dismiss the notice or citation and provide proof of such
467 dismissal to the person who submitted the affidavit. If, within
468 30 days after the date of a notice of violation sent to a person
469 under subsection (9), the county or municipality receives an
470 affidavit under subsection (10) from the person sent a notice of
471 violation affirming that the person did not have care, custody,
472 or control of the motor vehicle at the time of the violation,
473 the county or municipality must notify the registered owner that
474 the notice or citation will not be dismissed due to failure to
475 establish that another person had care, custody, or control of

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476 the motor vehicle at the time of the violation.

477 (9) Upon receipt of an affidavit under paragraph (8)(a),
478 the county or municipality may issue the person identified as
479 having care, custody, or control of the motor vehicle at the
480 time of the violation a notice of violation pursuant to
481 subsection (2) for a violation of s. 316.1895 or s. 316.183. The
482 affidavit is admissible in a proceeding pursuant to this section
483 for the purpose of providing evidence that the person identified
484 in the affidavit was in actual care, custody, or control of the
485 motor vehicle. The owner of a leased motor vehicle for which a
486 uniform traffic citation is issued for a violation of s.
487 316.1895 or s. 316.183 is not responsible for paying the uniform
488 traffic citation and is not required to submit an affidavit as
489 specified in subsection (8) if the motor vehicle involved in the
490 violation is registered in the name of the lessee of such motor
491 vehicle.

492 (10) If a county or municipality receives an affidavit
493 under paragraph (8)(a), the notice of violation required under
494 subsection (2) must be sent to the person identified in the
495 affidavit within 30 days after receipt of the affidavit. The
496 person identified in an affidavit and sent a notice of violation
497 may also affirm that he or she did not have care, custody, or
498 control of the motor vehicle at the time of the violation by
499 furnishing to the appropriate governmental entity within 30 days
500 after the date of the notice of violation an affidavit stating

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501 such.

502 (11) The submission of a false affidavit is a misdemeanor
503 of the second degree, punishable as provided in s. 775.082 or s.
504 775.083.

505 (12) The photograph or video captured by a speed detection
506 system and the evidence of the speed of the motor vehicle
507 detected by a speed detection system which are attached to or
508 referenced in the uniform traffic citation are evidence of a
509 violation of s. 316.1895 or s. 316.183 and are admissible in any
510 proceeding to enforce this section. The photograph or video and
511 the evidence of speed detected raise a rebuttable presumption
512 that the motor vehicle named in the report or shown in the
513 photograph or video was used in violation of s. 316.1895 or s.
514 316.183.

515 (13) This section supplements the enforcement of ss.
516 316.1895 and 316.183 by a law enforcement officer and does not
517 prohibit a law enforcement officer from issuing a uniform
518 traffic citation for a violation of s. 316.1895 or s. 316.183.

519 (14) A hearing under this section must be conducted under
520 the procedures established by s. 316.0083(5) and as follows:

521 (a) The department must publish and make available
522 electronically to each county and municipality a model request
523 for hearing form to assist each county or municipality
524 administering this section.

525 (b) A county or municipality electing to authorize traffic

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526 infraction enforcement officers to issue uniform traffic
527 citations under subsection (6) must designate by resolution
528 existing staff to serve as the clerk to the local hearing
529 officer.

530 (c) A person, referred to in this subsection as the
531 "petitioner," who elects to request a hearing under subsection
532 (3) must be scheduled for a hearing by the clerk to the local
533 hearing officer. The clerk must furnish the petitioner with
534 notice sent by first-class mail. Upon receipt of the notice, the
535 petitioner may reschedule the hearing up to two times by
536 submitting a written request to reschedule to the clerk at least
537 5 calendar days before the day of the scheduled hearing. The
538 petitioner may cancel his or her appearance before the local
539 hearing officer by paying the penalty assessed under subsection
540 (2), plus the administrative costs established in s.
541 316.0083(5)(c), before the start of the hearing.

542 (d) All testimony at the hearing must be under oath and
543 must be recorded. The local hearing officer must take testimony
544 from a traffic infraction enforcement officer and the petitioner
545 and may take testimony from others. The local hearing officer
546 must review the photograph or video captured by the speed
547 detection system and the evidence of the speed of the motor
548 vehicle detected by the speed detection system made available
549 under paragraph (2)(b). Formal rules of evidence do not apply,
550 but due process must be observed and govern the proceedings.

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551 (e) At the conclusion of the hearing, the local hearing
552 officer must determine whether a violation under this section
553 occurred and must uphold or dismiss the violation. The local
554 hearing officer must issue a final administrative order
555 including the determination and, if the notice of violation is
556 upheld, must require the petitioner to pay the penalty
557 previously assessed under subsection (2), and may also require
558 the petitioner to pay county or municipal costs not to exceed
559 the amount established in s. 316.0083(5) (e). The final
560 administrative order must be mailed to the petitioner by first-
561 class mail.

562 (f) An aggrieved party may appeal a final administrative
563 order consistent with the process provided in s. 162.11.

564 (15) (a) A speed detection system in a school zone may not
565 be used for remote surveillance. The collection of evidence by a
566 speed detection system to enforce violations of ss. 316.1895 and
567 316.183, or user-controlled pan or tilt adjustments of speed
568 detection system components, do not constitute remote
569 surveillance. Recorded video or photographs collected as part of
570 a speed detection system in a school zone may only be used to
571 document violations of ss. 316.1895 and 316.183 and for purposes
572 of determining criminal or civil liability for incidents
573 captured by the speed detection system incidental to the
574 permissible use of the speed detection system.

575 (b) Any recorded video or photograph obtained through the

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use of a speed detection system must be destroyed within 90 days after the final disposition of the recorded event. The vendor of a speed detection system must provide the county or municipality with written notice by December 31 of each year that such records have been destroyed in accordance with this subsection.

(c) Notwithstanding any other law, registered motor vehicle owner information obtained as a result of the operation of a speed detection system in a school zone is not the property of the manufacturer or vendor of the speed detection system and may be used only for the purposes of this section.

(16) (a) Each county or municipality that operates one or more speed detection systems must submit a report by October 1, 2024, and annually thereafter, to the department which identifies the public safety objectives used to identify a school zone for enforcement under this section, reports compliance with s. 316.0776(3)(c), and details the results of the speed detection system in the school zone and the procedures for enforcement. The information from counties and municipalities must be submitted in a form and manner determined by the department, which the department must make available to the counties and municipalities by August 1, 2023, and the department may require data components to be submitted quarterly. The report must include at least the following:

1. Information related to the location of each speed detection system, including the geocoordinates of the school

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601 zone, the directional approach of the speed detection system,
602 the school name, the school level, the times the speed detection
603 system was active, the restricted school zone speed limit
604 enforced pursuant to s. 316.1895(5), the posted speed limit
605 enforced at times other than those authorized by s. 316.1895(5),
606 the date the systems were activated to enforce violations of ss.
607 316.1895 and 316.183, and, if applicable, the date the systems
608 were deactivated.

609 2. The number of notices of violation issued, the number
610 that were contested, the number that were upheld, the number
611 that were dismissed, the number that were issued as uniform
612 traffic citations, and the number that were paid.

613 3. Any other statistical data and information related to
614 the procedures for enforcement which is required by the
615 department to complete the report required under paragraph (c).

616 (b) Each county or municipality that operates a speed
617 detection system is responsible for and must maintain its
618 respective data for reporting purposes under this subsection for
619 at least 2 years after such data is reported to the department.

620 (c) On or before December 31, 2024, and annually
621 thereafter, the department must submit a summary report to the
622 Governor, the President of the Senate, and the Speaker of the
623 House of Representatives regarding the use of speed detection
624 systems under this section, along with any legislative
625 recommendations from the department. The summary report must

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626 include a review of the information submitted to the department
627 by the counties and municipalities and must describe the
628 enhancement of safety and enforcement programs.

629 Section 6. Paragraph (d) of subsection (1) of section
630 316.1906, Florida Statutes, is amended, and subsection (3) is
631 added to that section, to read:

632 316.1906 Radar speed-measuring devices; speed detection
633 systems; evidence, admissibility.—

634 (1) DEFINITIONS.—

635 (d) "Officer" means any:

636 1. "Law enforcement officer" who is elected, appointed, or
637 employed full time by any municipality or the state or any
638 political subdivision thereof; who is vested with the authority
639 to bear arms and make arrests; and whose primary responsibility
640 is the prevention and detection of crime or the enforcement of
641 the penal, criminal, traffic, or highway laws of the state;

642 2. "Part-time law enforcement officer" who is employed or
643 appointed less than full time, as defined by an employing
644 agency, with or without compensation; who is vested with
645 authority to bear arms and make arrests; and whose primary
646 responsibility is the prevention and detection of crime or the
647 enforcement of the penal, criminal, traffic, or highway laws of
648 the state; ~~or~~

649 3. "Auxiliary law enforcement officer" who is employed or
650 appointed, with or without compensation; who aids or assists a

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651 full-time or part-time law enforcement officer; and who, while
652 under the direct supervision of a full-time or part-time law
653 enforcement officer, has the authority to arrest and perform law
654 enforcement functions; or

655 4. "Traffic infraction enforcement officer" who is
656 employed or appointed, with or without compensation, and
657 satisfies the requirements of s. 316.640(5) and is vested with
658 authority to enforce violations of ss. 316.1895 and 316.183
659 pursuant to s. 316.1896.

660 (3) A speed detection system is exempt from the design
661 requirements for radar or LiDAR units established by the
662 department. A speed detection system must have the ability to
663 perform self-tests as to its detection accuracy. The system must
664 perform a self-test at least once every 30 days. The law
665 enforcement agency, or an agent acting on behalf of the law
666 enforcement agency, operating a speed detection system must
667 maintain a log of the results of the system's self-tests. The
668 law enforcement agency, or an agent acting on behalf of the law
669 enforcement agency, operating a speed detection system must also
670 perform an independent calibration test on the speed detection
671 system at least once every 12 months. The self-test logs, as
672 well as the results of the annual calibration test, are
673 admissible in any court proceeding for a uniform traffic
674 citation issued for a violation of s. 316.1895 or s. 316.183
675 enforced pursuant to s. 316.1896. Notwithstanding subsection

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(2), evidence of the speed of a motor vehicle detected by a speed detection system compliant with this subsection and the determination by a traffic enforcement officer that a motor vehicle is operating in excess of the applicable speed limit is admissible in any proceeding with respect to an alleged violation of law regulating the speed of motor vehicles in school zones.

Section 7. Paragraphs (d) through (h) of subsection (3) of section 318.18, Florida Statutes, are redesignated as paragraphs (e) through (i), respectively, and a new paragraph (d) is added to that subsection to read:

318.18 Amount of penalties.—The penalties required for a noncriminal disposition pursuant to s. 318.14 or a criminal offense listed in s. 318.17 are as follows:

(3)

(d)1. Notwithstanding paragraphs (b) and (c), a person cited for a violation of s. 316.1895(10) or s. 316.183 for exceeding the speed limit in force at the time of the violation on a roadway maintained as a school zone as provided in s. 316.1895, when enforced by a traffic infraction enforcement officer pursuant to s. 316.1896, must pay a fine of \$100. Fines collected under this paragraph must be distributed as follows:

a. Twenty dollars must be remitted to the Department of Revenue for deposit into the General Revenue Fund.

b. Seventy-seven dollars must be distributed to the county

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701 for any violations occurring in any unincorporated areas of the
702 county or to the municipality for any violations occurring in
703 the incorporated boundaries of the municipality in which the
704 infraction occurred, to be used as provided in s. 316.1896(5).

705 c. Three dollars must be remitted to the Department of
706 Revenue for deposit into the Department of Law Enforcement
707 Criminal Justice Standards and Training Trust Fund to be used as
708 provided in s. 943.25.

709 2. If a person who is mailed a notice of violation or a
710 uniform traffic citation for a violation of s. 316.1895(10) or
711 s. 316.183, as enforced by a traffic infraction enforcement
712 officer under s. 316.1896, presents documentation from the
713 appropriate governmental entity that the notice of violation or
714 uniform traffic citation was in error, the clerk of court or
715 clerk to the local hearing officer may dismiss the case. The
716 clerk of court or clerk to the local hearing officer may not
717 charge for this service.

718 Section 8. Paragraph (d) of subsection (3) of section
719 322.27, Florida Statutes, is amended to read:

720 322.27 Authority of department to suspend or revoke driver
721 license or identification card.—

722 (3) There is established a point system for evaluation of
723 convictions of violations of motor vehicle laws or ordinances,
724 and violations of applicable provisions of s. 403.413(6)(b) when
725 such violations involve the use of motor vehicles, for the

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determination of the continuing qualification of any person to operate a motor vehicle. The department is authorized to suspend the license of any person upon showing of its records or other good and sufficient evidence that the licensee has been convicted of violation of motor vehicle laws or ordinances, or applicable provisions of s. 403.413(6)(b), amounting to 12 or more points as determined by the point system. The suspension shall be for a period of not more than 1 year.

(d) The point system shall have as its basic element a graduated scale of points assigning relative values to convictions of the following violations:

1. Reckless driving, willful and wanton—4 points.
2. Leaving the scene of a crash resulting in property damage of more than \$50—6 points.
3. Unlawful speed, or unlawful use of a wireless communications device, resulting in a crash—6 points.
4. Passing a stopped school bus:
 - a. Not causing or resulting in serious bodily injury to or death of another—4 points.
 - b. Causing or resulting in serious bodily injury to or death of another—6 points.
5. Unlawful speed:
 - a. Not in excess of 15 miles per hour of lawful or posted speed—3 points.
 - b. In excess of 15 miles per hour of lawful or posted

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751 speed—4 points.

752 c. Points may not be imposed for a violation of unlawful
753 speed as provided in s. 316.1895 or s. 316.183 when enforced by
754 a traffic infraction enforcement officer pursuant to s.
755 316.1896. In addition, a violation of s. 316.1895 or s. 316.183
756 when enforced by a traffic infraction enforcement officer
757 pursuant to s. 316.1896 may not be used for purposes of setting
758 motor vehicle insurance rates.

759 6. A violation of a traffic control signal device as
760 provided in s. 316.074(1) or s. 316.075(1)(c)1.—4 points.
761 However, no points shall be imposed for a violation of s.
762 316.074(1) or s. 316.075(1)(c)1. when a driver has failed to
763 stop at a traffic signal and when enforced by a traffic
764 infraction enforcement officer. In addition, a violation of s.
765 316.074(1) or s. 316.075(1)(c)1. when a driver has failed to
766 stop at a traffic signal and when enforced by a traffic
767 infraction enforcement officer may not be used for purposes of
768 setting motor vehicle insurance rates.

769 7. All other moving violations (including parking on a
770 highway outside the limits of a municipality)—3 points. However,
771 no points shall be imposed for a violation of s. 316.0741 or s.
772 316.2065(11); and points shall be imposed for a violation of s.
773 316.1001 only when imposed by the court after a hearing pursuant
774 to s. 318.14(5).

775 8. Any moving violation covered in this paragraph,

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776 excluding unlawful speed and unlawful use of a wireless
777 communications device, resulting in a crash—4 points.

778 9. Any conviction under s. 403.413(6)(b)—3 points.

779 10. Any conviction under s. 316.0775(2)—4 points.

780 11. A moving violation covered in this paragraph which is
781 committed in conjunction with the unlawful use of a wireless
782 communications device within a school safety zone—2 points, in
783 addition to the points assigned for the moving violation.

784 Section 9. Paragraph (a) of subsection (3) of section
785 316.306, Florida Statutes, is amended to read:

786 316.306 School and work zones; prohibition on the use of a
787 wireless communications device in a handheld manner.—

788 (3)(a)1. A person may not operate a motor vehicle while
789 using a wireless communications device in a handheld manner in a
790 designated school crossing, school zone, or work zone area as
791 defined in s. 316.003(110) ~~s. 316.003(109)~~. This subparagraph
792 shall only be applicable to work zone areas if construction
793 personnel are present or are operating equipment on the road or
794 immediately adjacent to the work zone area. For the purposes of
795 this paragraph, a motor vehicle that is stationary is not being
796 operated and is not subject to the prohibition in this
797 paragraph.

798 2. Effective January 1, 2020, a law enforcement officer
799 may stop motor vehicles and issue citations to persons who are
800 driving while using a wireless communications device in a

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handheld manner in violation of subparagraph 1.

Section 10. Paragraph (a) of subsection (5) of section 316.640, Florida Statutes, is amended to read:

316.640 Enforcement.—The enforcement of the traffic laws of this state is vested as follows:

(5)(a) Any sheriff's department or police department of a municipality may employ, as a traffic infraction enforcement officer, any individual who successfully completes instruction in traffic enforcement procedures and court presentation through the Selective Traffic Enforcement Program as approved by the Division of Criminal Justice Standards and Training of the Department of Law Enforcement, or through a similar program, but who does not necessarily otherwise meet the uniform minimum standards established by the Criminal Justice Standards and Training Commission for law enforcement officers or auxiliary law enforcement officers under s. 943.13. Any such traffic infraction enforcement officer who observes the commission of a traffic infraction or, in the case of a parking infraction, who observes an illegally parked vehicle may issue a traffic citation for the infraction when, based upon personal investigation, he or she has reasonable and probable grounds to believe that an offense has been committed which constitutes a noncriminal traffic infraction as defined in s. 318.14. In addition, any such traffic infraction enforcement officer may issue a traffic citation under ss. 316.0083 and 316.1896 ~~s.~~

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826 ~~316.0083~~. For purposes of enforcing ss. 316.0083, 316.1895, and
827 316.183 ~~s. 316.0083~~, any sheriff's department or police
828 department of a municipality may designate employees as traffic
829 infraction enforcement officers. The traffic infraction
830 enforcement officers must be physically located in the county of
831 the respective sheriff's or police department.

832 Section 11. Paragraphs (a) and (c) of subsection (3) of
833 section 316.650, Florida Statutes, are amended to read:

834 316.650 Traffic citations.—

835 (3)(a) Except for a traffic citation issued pursuant to s.
836 316.1001, ~~or s. 316.0083~~, or s. 316.1896, each traffic
837 enforcement officer, upon issuing a traffic citation to an
838 alleged violator of any provision of the motor vehicle laws of
839 this state or of any traffic ordinance of any municipality or
840 town, shall deposit the original traffic citation or, in the
841 case of a traffic enforcement agency that has an automated
842 citation issuance system, the chief administrative officer shall
843 provide by an electronic transmission a replica of the citation
844 data to a court having jurisdiction over the alleged offense or
845 with its traffic violations bureau within 5 business days after
846 issuance to the violator.

847 (c) If a traffic citation is issued under s. 316.0083 or
848 s. 316.1896, the traffic infraction enforcement officer shall
849 provide by electronic transmission a replica of the traffic
850 citation data to the court having jurisdiction over the alleged

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offense or its traffic violations bureau within 5 business days after the date of issuance of the traffic citation to the violator. If a hearing is requested, the traffic infraction enforcement officer shall provide a replica of the traffic notice of violation data to the clerk for the local hearing officer having jurisdiction over the alleged offense within 14 days.

Section 12. Subsection (2) of section 318.14, Florida Statutes, is amended to read:

318.14 Noncriminal traffic infractions; exception; procedures.—

(2) Except as provided in ss. 316.1001(2), and 316.0083, and 316.1896, any person cited for a violation requiring a mandatory hearing listed in s. 318.19 or any other criminal traffic violation listed in chapter 316 must sign and accept a citation indicating a promise to appear. The officer may indicate on the traffic citation the time and location of the scheduled hearing and must indicate the applicable civil penalty established in s. 318.18. For all other infractions under this section, except for infractions under s. 316.1001, the officer must certify by electronic, electronic facsimile, or written signature that the citation was delivered to the person cited. This certification is prima facie evidence that the person cited was served with the citation.

Section 13. Subsections (4), (5), and (15) of section

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318.21, Florida Statutes, are amended to read:

318.21 Disposition of civil penalties by county courts.—

All civil penalties received by a county court pursuant to the provisions of this chapter shall be distributed and paid monthly as follows:

(4) Of the additional fine assessed under s. 318.18(3)(g) ~~s. 318.18(3)(f)~~ for a violation of s. 316.1301, 40 percent must be remitted to the Department of Revenue for deposit in the Grants and Donations Trust Fund of the Division of Blind Services of the Department of Education, and 60 percent must be distributed pursuant to subsections (1) and (2).

(5) Of the additional fine assessed under s. 318.18(3)(g) ~~s. 318.18(3)(f)~~ for a violation of s. 316.1303(1), 60 percent must be remitted to the Department of Revenue for deposit in the Grants and Donations Trust Fund of the Division of Vocational Rehabilitation of the Department of Education, and 40 percent must be distributed pursuant to subsections (1) and (2).

(15) Of the additional fine assessed under s. 318.18(3)(f) ~~s. 318.18(3)(e)~~ for a violation of s. 316.1893, 50 percent of the moneys received from the fines shall be appropriated to the Agency for Health Care Administration as general revenue to provide an enhanced Medicaid payment to nursing homes that serve Medicaid recipients with brain and spinal cord injuries. The remaining 50 percent of the moneys received from the enhanced fine imposed under s. 318.18(3)(f) ~~s. 318.18(3)(e)~~ shall be

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remitted to the Department of Revenue and deposited into the Department of Health Emergency Medical Services Trust Fund to provide financial support to certified trauma centers in the counties where enhanced penalty zones are established to ensure the availability and accessibility of trauma services. Funds deposited into the Emergency Medical Services Trust Fund under this subsection shall be allocated as follows:

(a) Fifty percent shall be allocated equally among all Level I, Level II, and pediatric trauma centers in recognition of readiness costs for maintaining trauma services.

(b) Fifty percent shall be allocated among Level I, Level II, and pediatric trauma centers based on each center's relative volume of trauma cases as calculated using the hospital discharge data collected pursuant to s. 408.061.

Section 14. Subsection (1) of section 655.960, Florida Statutes, is amended to read:

655.960 Definitions; ss. 655.960-655.965.—As used in this section and ss. 655.961-655.965, unless the context otherwise requires:

(1) "Access area" means any paved walkway or sidewalk which is within 50 feet of any automated teller machine. The term does not include any street or highway open to the use of the public, as defined in s. 316.003(88) (a) ~~s. 316.003(87) (a)~~ or (b), including any adjacent sidewalk, as defined in s. 316.003.

Section 15. This act shall take effect July 1, 2023.

ORDINANCE NO. 2024 - 04

AN ORDINANCE OF THE TOWN OF SHALIMAR, FLORIDA PROVIDING FOR AMENDMENT OF CHAPTER 14.01.00, CODE OF ORDINANCES, RELATING TO TRAFFIC GENERALLY; PROVIDING AND RELATING TO POWERS OF LOCAL AUTHORITIES RELATIVE TO SPEED DETECTION SYSTEM PLACEMENT AND INSTALLATION; SCHOOL CROSSING GUARD RECRUITMENT AND RETENTION PROGRAMS; SPEED DETECTION SYSTEMS GENERALLY AND IN SCHOOL ZONES SPECIFICALLY; PENALTIES; DRIVER LICENSE POINTS; PROVIDING A STATEMENT OF THE PROPOSED AMENDMENT; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING INSTRUCTIONS FOR CODIFICATION WITHIN THE CODE OF ORDINANCES OF THE TOWN OF SHALIMAR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Shalimar is empowered to provide for the health, safety, welfare and infrastructure for the citizens of the Town of Shalimar, Florida; and

WHEREAS, at all times and places in this Ordinance uses the word "Town," that word shall mean the Town of Shalimar, Florida; and

WHEREAS, issues exist relating to safety and vehicles exceeding the speed limit in school zones; and

WHEREAS, the Town Commission of the Town of Shalimar, Florida has determined that it is in the public interest to provide for the enforcement of said school zone speed limits by use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of ten (10) miles per hour over the speed limit in force at the time of the violation; and

WHEREAS, the Town Commission of the Town of Shalimar, Florida therefore proposes to amend its Code of Ordinances to provide for the regulation and enforcement of said school zone speed limits by use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of ten (10) miles per hour over the speed limit in force at the time of the violation; and

WHEREAS, Florida Statutes Section 316.008(9)(A) permits a city or municipality to enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to Florida Statutes section 316.1895 during specified times through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of ten (10) miles per hour over the speed limit in force at the time of the violation; and

WHEREAS, Florida Statutes Section 316.008(9)(b) permits a county or municipality to install, or contract with a vendor to place or install, a speed detection system within a roadway maintained as a school zone as provided in Florida Statutes section 316.1895 to enforce unlawful speed violations, as specified in Florida Statutes sections 316.1895(10) or 316.183 on that roadway; and

WHEREAS, Florida Statutes Section 316.008(9)(c) requires a county or municipality to enact an ordinance to authorize the placement or installation of a speed enforcement system on a roadway maintained as a school zone after a public hearing on such proposed ordinance in which the county or municipality considers traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system, and the county or municipality determines that the school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures; and

WHEREAS, the Town has held a public hearing in which it considered traffic data and other evidence and has found that school zones within the municipality constitute heightened safety risks that warrant additional enforcement measures; and

WHEREAS, the Town, having never before conducted a school zone speed detection program, has made a public announcement, conducted a public awareness campaign of the proposed use of speed detection systems at least thirty (30) days before commencing enforcement under the speed detection system, and has notified the public of the specific date on which the program will commence; and

WHEREAS, the Town Commission of the Town of Shalimar, Florida has considered all available, relevant data and information and believes that the regulations proposed in this Ordinance promote and enhance the health, safety, and welfare of its citizens.

WHEREAS, the Code of Ordinances for the Town of Shalimar, Florida, provides in Chapter 9 a statement of conduct which are considered offenses within the Town and this Ordinance shall stand as a new provision within Chapter 9.

NOW, THEREFORE, IT BE ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SHALIMAR, FLORIDA THAT:

SECTION 1. The following ordinance amendment concerning traffic, specifically Chapter _____, Code of Ordinances, shall be amended as follows:

Sec. 38-1.1 – Adoption of Florida Uniform Traffic Control Law

The Town Commission, by reference, hereby adopts all of the provisions of the Florida Uniform Traffic Control Law, as set forth in F.S. Ch. 316.

Sec. 38-1.2 – Use of Speed Detection Devices and Enforcement and Penalties Relating to Traffic Infractions Captured by Speed Detection Devices

A. DEFINITIONS. *The following words and phrases, when used in this Ordinance, shall have the meanings ascribed to them in Florida Statutes sections 316.003, 316.1906, and 316.1895:*

- (1) Local Hearing Officer means the person designated by a department, county or municipality that elects to authorize traffic infraction enforcement officers to issue traffic citations under Florida Statutes Sections 316.0083(1)(A) and 316.1896(1) who is authorized to conduct hearings related to a notice of violation issued*

pursuant to Florida Statutes Sections 316.0083 or 316.1896. The department may enter into an interlocal agreement to use the local hearing officer of a county or municipality.

- (2) *School Speed Zone means a school speed zone established pursuant to and in conformance with Florida Statutes section 316.1895.*
- (3) *Speed Detection System means a portable or fixed automated system used to detect a motor vehicle's speed using radar or lidar and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation.*
- (4) *Traffic Infraction Enforcement Officer means a person who is employed or appointed, with or without compensation, and satisfies the requirements of Florida Statutes section 316.640(5), and is vested with authority to enforce violations of Florida Statutes sections 316.1895 and 316.183 pursuant to Florida Statutes section 316.1896.*

B. POWERS OF LOCAL AUTHORITIES.

- (1) *Pursuant to Florida Statutes section 316.008(9), the Town is authorized to enforce the applicable speed limit on a roadway properly maintained as a school zone, through the use of a speed detection system for the detection of speed and capturing of photographs or videos for speeding violations in excess of ten (10) miles per hour over the speed limit in force at the time of the violation during the following times:*
 - (a) *Within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled breakfast program;*
 - (b) *Within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled school session;*
 - (c) *During the entirety of a regularly scheduled school session; and*
 - (d) *Within thirty (30) minutes before through thirty (30) minutes after the end of a regularly scheduled school session.*
- (2) *A school zone's compliance with Florida Statutes Section 316.1895, relating to the establishment of school speed zones, creates a rebuttable presumption that the school zone is properly maintained.*

C. SPEED DETECTION SYSTEM PLACEMENT AND INSTALLATION; NOTICE; ANNUAL REPORT.

- (1) *The Town is authorized to install a speed detection system authorized by Florida Statutes Section 316.008(9) in a school zone on a state road when permitted by the State Department of Transportation and in accordance with placement and*

installation specifications developed by the Department of Transportation. The Town may place or install a speed detection system in a school zone on a street or highway under the jurisdiction of a county or a municipality in accordance with placement and installation specifications established by the Department of Transportation. The Department of Transportation must establish such placement and installation specifications by December 31, 2024.

- (2) In all locations where the Town places or installs a speed detection system, as authorized by Florida Statutes section 316.008(9), the Town shall notify the public that a speed detection system may be in use by posting signage indicating photographic or video enforcement of the school zone speed limits. Such signage shall clearly designate the time period during which the school zone speed limits are enforced using a speed detection system and must meet the placement and installation specifications established by the Department of Transportation. For a speed detection system enforcing violations of Florida Statutes Sections 316.1895 or 316.183 on a roadway maintained as a school zone, this paragraph governs the signage notifying the public of the use of a speed detection system.*
- (3) As the Town has never before conducted a school speed zone program, the Town shall make a public announcement and conduct a public awareness campaign of the proposed use of speed detection systems at least thirty (30) days before commencing enforcement under the speed detection system program and shall notify the public of the specific date on which the program will commence. During the thirty-day public awareness campaign, only a warning may be issued to the registered owner of a motor vehicle for a violation of Florida Statutes Sections 316.1895 or 316.183 enforced by a speed detection system, and liability may not be imposed for the civil penalty under Florida Statutes Section 318.18(3)(d).*
- (4) So long as the Town operates one or more school zone speed detection systems, the Town shall annually report the results of all systems within its jurisdiction to the Florida Department of Highway Safety and Motor Vehicles by placing the report required under Florida Statutes Section 316.1896(16)(a) as a single reporting item on the agenda of a regular or special meeting of the Town Commission.*
 - (a) Before the Town contracts or renews a contract to place or install a speed detection system in a school zone pursuant to Florida Statutes Section 316.008(9), the Town shall approve the contract or contract renewal at a regular or special meeting of the Town Commission. Interested members of the public shall be allowed to comment regarding the report, contract, or contract renewal under the Town's public comment policies or formats. The report, contract, or contract renewal may not be considered as part of a consent agenda.*
 - (b) The report required under this paragraph shall include a written summary, which shall be read aloud at the regular or special meeting, and the summary shall contain, for the same time period pertaining to the annual report to the department under Florida Statutes Section 316.1896(16)(a),*

the number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic citations, and the number that were paid and how collected funds were distributed and in what amounts. The Town must report to the Florida Department of Highway Safety and Motor Vehicles that the Town's annual report was considered in accordance with this paragraph, including the date of the regular or special meeting at which the annual report was considered.

- (c) *The compliance or sufficiency of compliance with this paragraph may not be raised in a proceeding challenging a violation of Florida Statutes Sections 316.1895 or 316.183, enforced by a speed detection system in a school zone.*

D. SCHOOL CROSSING GUARD RECRUITMENT AND RETENTION PROGRAM. *The law enforcement agency having jurisdiction over the Town must use funds generated from the school zone speed detection system program pursuant to Florida Statutes Section 316.1896(5)(e) to administer the School Crossing Guard Recruitment and Retention Program. Such program may provide recruitment and retention stipends to crossing guards at K-12 public schools, including charter schools, or stipends to third parties for the recruitment of new crossing guards. The school crossing guard recruitment and retention program must be designed and managed at the discretion of the law enforcement agency.*

E. ROADWAYS MAINTAINED AS SCHOOL ZONES; SPEED DETECTION SYSTEM ENFORCEMENT; PENALTIES; APPEAL; PROCEDURE; PRIVACY; REPORTS.

- (1) *For purposes of administering this Section, the Town may authorize a traffic infraction enforcement officer under Florida Statutes Section 316.640 to issue uniform traffic citations for violations of Florida Statutes Sections 316.1895 and 316.183, as authorized by Florida Statutes Sections 316.008(9), as follows:*
- (2) *For a violation of Florida Statutes Section 316.1895 in excess of ten (10) miles per hour over the school zone speed limit which occurs within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled breakfast program.*
- (3) *For a violation of Florida Statutes Section 316.1895 in excess of ten (10) miles per hour over the school zone speed limit which occurs within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled school session.*
- (4) *For a violation of Florida Statutes Section 316.183 in excess of ten (10) miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.*
- (5) *For a violation of Florida Statutes Section 316.1895 in excess of ten (10) miles per hour over the school zone speed limit which occurs within thirty (30) minutes before through thirty (30) minutes after the end of a regularly scheduled school session.*

- F.** *Violations must be evidenced by a speed detection system described in Florida Statutes Sections 316.008(9) and 316.0776(3). This subsection does not prohibit a review of information from a speed detection system by an authorized employee or agent of a the Town before issuance of the uniform traffic citation by the traffic infraction enforcement officer. This subsection does not prohibit the Town from issuing notices as provided in subsection (G) below to the registered owner of the motor vehicle for a violation of Florida Statutes Sections 316.1895 or 316.183.*
- G.** *Within thirty (30) days after a violation, notice must be sent to the registered owner of the motor vehicle involved in the violation specifying the remedies available under Florida Statutes Section 318.14 and that the violator must pay the penalty under Florida Statutes Section 318.18(3)(d) to the Town, or furnish an affidavit in accordance with subsection (I) below, within thirty (30) days after the date of the notice of violation in order to avoid court fees, costs, and the issuance of a uniform traffic citation. The notice of violation must:*
- (1) Be sent by first-class mail;*
 - (2) Include a photograph or other recorded image showing the license plate of the motor vehicle; the date, time, and location of the violation; the maximum speed at which the motor vehicle was traveling within the school zone; and the speed limit within the school zone at the time of the violation;*
 - (3) Include a notice that the owner has the right to review, in person or remotely, the photograph or video captured by the speed detection system and the evidence of the speed of the motor vehicle detected by the speed detection system which constitute a rebuttable presumption that the motor vehicle was used in violation of Florida Statutes Sections 316.1895 or 316.183; and*
 - (4) State the time when, and the place or website at which, the photograph or video captured and evidence of speed detected may be examined and observed.*
- H.** *Notwithstanding any other law, a person who receives a notice of violation under this section may request a hearing within thirty (30) days after the notice of violation or may pay the penalty pursuant to the notice of violation, but a payment or fee may not be required before the hearing requested by the person. The notice of violation must be accompanied by, or direct the person to a website that provides, information on the person's right to request a hearing and on all costs related thereto and a form used for requesting a hearing. As used in this subsection, the term "person" includes a natural person, the registered owner or co-owner of a motor vehicle, or the person identified in an affidavit as having actual care, custody, or control of the motor vehicle at the time of the violation.*
- I.** *If the registered owner or co-owner of the motor vehicle; the person identified as having care, custody or control of the motor vehicle at the time of the violation; or an authorized representative of the owner, co-owner or identified person initiates a proceeding to challenge the violation, such person waives any challenge or dispute as to the delivery of the notice of violation.*

J. *Penalties assessed and collected by the Town, less the amount retained by the Town pursuant to subsections (2) and (5) below, and the amount remitted to the county school district pursuant to subsection (4), shall be paid to the State Department of Revenue weekly. Such payment shall be made by means of electronic funds transfer. In addition to the payment, a detailed summary of the penalties remitted shall be reported to the Department of Revenue. Penalties to be assessed and collected by the Town as established in Florida Statutes Section 318.18(3)(d) shall be remitted as follows:*

- (1) Twenty dollars (\$20.00) shall be remitted to the Department of Revenue for deposit into the General Revenue Fund;*
- (2) Sixty dollars (\$60.00) shall be retained by the Town and shall be used to administer speed detection systems in school zones and other public safety initiatives;*
- (3) Three dollars (\$3.00) shall be remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund;*
- (4) Twelve dollars (\$12.00) shall be remitted to the Okaloosa County School District and must be used for school security initiatives, for student transportation, or to improve the safety of student walking conditions. These funds shall be shared with charter schools in the district based on each charter school's proportionate share of the district's total unweighted full-time equivalent student enrollment and must be used for school security initiatives or to improve the safety of student walking conditions; and*
- (5) Five dollars (\$5.00) shall be retained by the Town for the school crossing guard recruitment and retention program pursuant to Florida Statutes Section 316.1894.*

K. *A uniform traffic citation shall be issued by mailing the uniform traffic citation by certified mail to the address of the registered owner of the motor vehicle involved in the violation if payment has not been made within thirty (30) days after notification pursuant to subsection (G) above, if the registered owner has not requested a hearing as authorized under subsection (H), and if the registered owner has not submitted an affidavit in accordance with subsection (M), below.*

- (1) Delivery of the uniform traffic citation constitutes notification of a violation under this subsection. If the registered owner or co-owner of the motor vehicle; the person identified as having care, custody or control of the motor vehicle at the time of the violation; or a duly authorized representative of the owner, co-owner or identified person initiates a proceeding to challenge the citation pursuant to this section, such person waives any challenge or dispute as to the delivery of the uniform traffic citation.*
- (2) In the case of joint ownership of a motor vehicle, the uniform traffic citation shall be mailed to the first name appearing on the motor vehicle registration, unless the first name appearing on the registration is a business organization, in which case the second name appearing on the registration may be used.*

- (3) *The uniform traffic citation mailed to the registered owner of the motor vehicle involved in the infraction shall be accompanied by the information described in subsections (G)(2), (G)(3), and (G)(4).*

L. *The registered owner of the motor vehicle involved in the violation is responsible and liable for paying the uniform traffic citation issued for a violation of Florida Statutes Sections 316.1895 or 316.183 unless the owner can establish that:*

- (1) *The motor vehicle was, at the time of the violation, in the care, custody or control of another person;*
- (2) *A uniform traffic citation was issued by law enforcement to the driver of the motor vehicle for the alleged violation of Florida Statutes Sections 316.1895 or 316.183; or*
- (3) *The motor vehicle's owner was deceased on or before the date of the alleged violation, as established by an affidavit submitted by the representative of the motor vehicle owner's estate or other identified person or family member.*

M. *To establish such facts under subsection (L), the registered owner of the motor vehicle must, within thirty (30) days after the date of issuance of the notice of violation or the uniform traffic citation, furnish to the appropriate governmental entity an affidavit setting forth the following information supporting an exception under subsection (L):*

- (1) *An affidavit supporting the exception under subsection (L)(1) must include the name, address, date of birth and, if known, the driver license number of the person who leased, rented or otherwise had care, custody or control of the motor vehicle at the time of the alleged violation. If the motor vehicle was stolen at the time of the alleged violation, the affidavit must include the police report indicating that the motor vehicle was stolen.*
- (2) *If a uniform traffic citation for a violation of Florida Statutes Sections 316.1895 or 316.183 was issued at the location of the violation by a law enforcement officer, the affidavit must include the serial number of the uniform traffic citation.*
- (3) *If the motor vehicle's owner to whom a notice of violation or a uniform traffic citation has been issued is deceased, the affidavit must include a certified copy of the owner's death certificate showing that the date of death occurred on or before the date of the alleged violation and one of the following:*
 - (a) *A bill of sale or other document showing that the deceased owner's motor vehicle was sold or transferred after his or her death but on or before the date of the alleged violation;*
 - (b) *Documented proof that the registered license plate belonging to the deceased owner's motor vehicle was returned to the department or any branch office or authorized agent of the department after his or her death but on or before the date of the alleged violation; or*

- (c) *A copy of the police report showing that the deceased owner's registered license plate or motor vehicle was stolen after his or her death but on or before the date of the alleged violation.*
- (4) *Upon receipt of the required affidavit and documentation specified above related to the issuance of a uniform traffic citation or a deceased owner, or thirty (30) days after the date of issuance of a notice of violation sent to a person identified as having care, custody or control of the motor vehicle at the time of the violation pursuant to subsection (I)(1) above, the Town shall dismiss the notice or citation and provide proof of such dismissal to the person who submitted the affidavit. If, within thirty (30) days after the date a notice of violation was sent to a person, the Town receives an affidavit from the person sent a notice of violation affirming that the person did not have care, custody or control of the motor vehicle at the time of the violation, the Town shall notify the registered owner that the notice or citation will not be dismissed due to failure to establish that another person had care, custody or control of the motor vehicle at the time of the violation.*
- N. *Upon receipt of an affidavit identifying another person as having care, custody or control of the vehicle, the person identified may be issued a notice of violation for a violation of Florida Statutes Sections 316.1895 or 316.183. The affidavit is admissible in a proceeding for the purpose of providing proof that the person identified in the affidavit was in actual care, custody or control of the motor vehicle. The owner of a leased motor vehicle for which a uniform traffic citation is issued for a violation of Florida Statutes Section 316.1895 is not responsible for paying the uniform traffic citation and is not required to submit an affidavit if the motor vehicle involved in the violation is registered in the name of the lessee of such motor vehicle.*
- O. *If the Town receives an affidavit identifying another person as having care, custody or control of the vehicle, the required notice of violation shall be sent to the person identified in the affidavit within thirty (30) days after receipt of the affidavit. The person identified in the affidavit and who received a notice of violation may also affirm that he or she did not have care, custody or control of the motor vehicle at the time of the violation by furnishing to the appropriate governmental entity within thirty (30) days after the date of the notice of violation an affidavit stating such.*
- P. *The submission of a false affidavit is a misdemeanor of the second degree, punishable with up to sixty (60) days in jail or a five hundred dollar (\$500.00) fine pursuant to Florida Statutes Sections 775.082 or 775.083.*
- Q. *The photograph or video captured by a speed detection system and the evidence of the speed of the motor vehicle detected by a speed detection system which are attached to or referenced in the uniform traffic citation are evidence of a violation of Florida Statutes Sections 316.1895 or 316.183 and are admissible in any proceeding to enforce the violation. The photograph or video and the evidence of speed detected raise a rebuttable presumption that the motor vehicle named in the report or shown in the photograph or video was used in violation of Florida Statutes Sections 316.1895 or 316.183.*

R. *This Ordinance supplements the enforcement of Florida Statutes Sections 316.1895 and 316.183 by a law enforcement officer and does not prohibit a law enforcement officer from issuing a uniform traffic citation for a violation of Florida Statutes Sections 316.1895 or 316.183.*

S. *A hearing related to the violation shall be conducted under the procedures established in Florida Statutes Section 316.0083(5), as follows:*

- (1) The Florida Department of Highway Safety and Motor Vehicles shall publish and make available electronically to the Town a model request for hearing form to assist the Town in administering Florida Statutes Section 316.1896.*
- (2) The Town shall designate by resolution existing staff to serve as the clerk to the local hearing officer.*
- (3) A person who elects to request a hearing (i.e., the petitioner) shall be scheduled for a hearing by the clerk to the local hearing officer. The clerk shall furnish the petitioner with notice sent by first-class mail. Upon receipt of the notice, the petitioner may reschedule the hearing up to two times by submitting a written request to reschedule to the clerk at least five (5) calendar days before the day of the scheduled hearing. The petitioner may cancel his or her appearance before the local hearing officer by paying the assessed penalty plus the administrative costs of fifty dollars and twenty-six cents (\$50.26) before the start of the hearing.*
- (4) At the conclusion of the hearing, the local hearing officer shall determine whether a violation occurred and shall uphold or dismiss the violation. The local hearing officer shall issue a final administrative order including the determination and, if the notice of violation is upheld, shall require the petitioner to pay the one hundred dollars (\$100.00) penalty previously assessed, and may also require the petitioner to pay the Town's costs not to exceed two hundred fifty dollars and twenty-seven cents (\$250.27). The final administrative order must be mailed to the petitioner by first-class mail.*
- (5) An aggrieved party may appeal a final administrative order consistent with the process provided in Florida Statutes Section 162.11 relating to appeals of an order of the code enforcement board.*

T. *Prohibitions on Use of Evidence*

- (1) A speed detection system in a school zone may not be used for remote surveillance. The collection of evidence by a speed detection system to enforce violations of Florida Statutes Sections 316.1895 and 316.183, or user-controlled pan or tilt adjustments of speed detection system components, do not constitute remote surveillance. Recorded video or photographs collected may only be used to document violations of Florida Statutes Sections 316.1895 and 316.183, and for purposes of determining civil or criminal liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system.*

- (2) *Any recorded video or photograph obtained through the use of a speed detection system shall be destroyed within ninety (90) days after the final disposition of the recorded event. The vendor of the speed detection system shall provide the Town with written notice by December 31 of each year that such records have been destroyed. Registered motor vehicle owner information obtained as a result of the operation of a speed detection system in a school zone is not the property of the manufacturer or vendor of the speed detection system and may be used only for the purposes specified.*

U. Reporting Requirements

- (1) *The Town shall submit a report by October 1, 2024, and annually thereafter, to the Florida Department of Highway Safety and Motor Vehicles which identifies the public safety objectives used to identify a school zone for enforcement; reports compliance with Florida Statutes Section 316.0776(3)(c); and details the results of the speed detection system in the school zone and the procedures for enforcement. The Town shall submit the information described herein in a form and manner determined by the Florida Department of Highway Safety and Motor Vehicles, which the Florida Department of Highway Safety and Motor Vehicles must make available to the Town by August 1, 2024, and the Florida Department of Highway Safety and Motor Vehicles may require data components to be submitted quarterly. The report must include at least the following:*
 - (a) *Information related to the location of each speed detection system, including the geocoordinates of the school zone; the directional approach of the speed detection system; the school name; the school level; the times the speed detection system was active; the restricted school zone speed limit enforced pursuant to Florida Statutes Section 316.1895(5); the posted speed limit enforced at times other than those authorized by Florida Statutes Section 316.1895(5); the date the systems were activated to enforce violations of Florida Statutes Sections 316.1895 and 316.183; and, if applicable, the date the systems were deactivated.*
 - (b) *The number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic infractions, and the number that were paid.*
 - (c) *Any other statistical data and information related to the procedures for enforcement which is required by the Florida Department of Highway Safety and Motor Vehicles to complete the report required below.*
- (2) *The Town shall maintain its respective data for reporting purposes for at least two (2) years after such data is reported to the Florida Department of Highway Safety and Motor Vehicles.*

- (3) *On or before December 31, 2024, and annually thereafter, the Florida Department of Highway Safety and Motor Vehicles shall submit a summary report to the Governor, the President of the Senate, and the Speaker of the House of Representatives regarding the use of speed detection systems along with any legislative recommendations from the Florida Department of Highway Safety and Motor Vehicles. The summary report shall include a review of the information submitted to the Florida Department of Highway Safety and Motor Vehicles by the Town and shall describe the enhancement of safety and enforcement programs.*

V. *SPEED DETECTION SYSTEMS.* Pursuant to Florida Statutes Sections 316.1906(3), speed detection systems are exempt from the Florida Department of Highway Safety and Motor Vehicles' requirements for radar and LiDAR units. A speed detection system must have the ability to perform self-tests as to its detection accuracy. The system must perform a self-test at least once every thirty (30) days. The law enforcement agency, or an agent acting on behalf of the law enforcement agency, operating a speed detection system must maintain a log of the results of the system's self-tests. The law enforcement agency, or an agent acting on behalf of the law enforcement agency, operating a speed detection system must also perform an independent calibration test on the speed detection system at least once every twelve (12) months. The self-test logs, as well as the results of the annual calibration test, are admissible in any court proceeding for a uniform traffic citation issued for a violation of Florida Statutes Sections 316.1895 or 316.183, enforced pursuant to Florida Statutes Section 316.1896. Evidence of the speed of a motor vehicle detected by a compliant speed detection system and the determination by a traffic enforcement officer that a motor vehicle is operating in excess of the applicable speed limit is admissible in any proceeding with respect to an alleged violation of law regulating the speed of motor vehicles in school zones.

W. *PENALTIES.*

- (1) *A person cited for a violation of Florida Statutes Sections 316.1985(10) or 316.183 for exceeding the speed limit in force at the time of the violation on a roadway maintained as a school zone, when enforced by a traffic infraction enforcement officer pursuant to Florida Statutes Sections 316.1896, must pay a fine of one hundred dollars (\$100.00). Fines collected under this provision shall be distributed as follows:*
- (a) *Twenty dollars (\$20.00) shall be remitted to the State Department of Revenue for deposit into the General Revenue Fund;*
 - (b) *Seventy-seven dollars (\$77.00) is distributed to the county for any violations occurring in any unincorporated areas of the county or to the municipality for any violations occurring in the incorporated boundaries of the municipality in which the infraction occurred, to be used as provided in Florida Statutes Section 316.1896(5).*
 - (c) *Three dollars (\$3.00) is remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and*

Training Trust Fund to be used as provided in Florida Statutes Section 943.25, relating to the source and use of funds in criminal justice trust funds.

- (2) *If a person who is mailed a notice of violation or a uniform traffic citation for a violation of Florida Statutes Sections 316.1895(10) or 316.183, as enforced by a traffic infraction enforcement officer under Florida Statutes Section 316.1896, presents documentation from the appropriate governmental entity that the notice of violation or uniform traffic citation was in error, the clerk of court or clerk of the local hearing officer may dismiss the case. The clerk of court or clerk to the local hearing officer may not charge for this service.*

X. DRIVER LICENSE POINTS. *No points shall be imposed on a driver's license for a violation of unlawful speed in a school zone when enforced by a traffic infraction enforcement officer through use of a speed detection system as authorized by this Ordinance. In addition, a violation of unlawful speed in a school zone when enforced by a traffic infraction enforcement officer through use of a speed detection system as described above may not be used for purposes of setting motor vehicle insurance rates.*

Y. CONFORMING CHANGES. *Pursuant to Florida Statutes Section 316.640, traffic enforcement officers may issue traffic citations to enforce school zone speed limits. Pursuant to Florida Statutes Section 316.650, the traffic infraction enforcement officer shall provide traffic citation data to the court within five (5) business days after the date of issuance of the citation to the violator. Pursuant to Florida Statutes Section 318.14, traffic citations issued pursuant to this Ordinance are excepted from the requirement that certain traffic violations be signed.*

SECTION 2: CODIFICATION. *This Ordinance shall be codified by its inclusion in the Code of Ordinances as Ordinance No. 9.04.00. Any ordinance in contradiction is hereby repealed.*

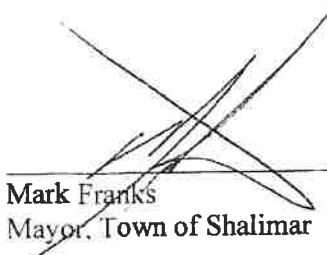
SECTION 3: SEVERABILITY. *If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is held for any reason, to be unconstitutional, void, or invalid, the validity of the remaining portion of the ordinance shall not be affected hereby.*

SECTION 4: EFFECTIVE DATE AND REPEALER

A. *This amendment shall become effective immediately upon its adoption.*

B. *All ordinances and parts of existing ordinances in conflict herewith are hereby repealed.*

DATED: June 14, 2021


Mark Franks
Mayor, Town of Shalimar

ATTEST:

Reviewed/Approved as to Content:


Thomas A Burns
Town Administrator


D. Michael Chessser
Town Attorney

ORDINANCE 2155

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORT WALTON BEACH, FLORIDA; PROVIDING FOR AUTHORITY; AMENDING CHAPTER 11 TRAFFIC AND VEHICLES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 2023-174, Laws of Florida, enacted and signed by the Governor on May 21, 2023, effective July 1, 2023, amended Chapter 316, Florida Statutes, in regard to enforcement of school zone speed limits and authorized municipalities to enforce the speed limit in a school zone at specified periods through the use of a speed detection system; and

WHEREAS, to promote public safety, especially in regard to the safety of this jurisdiction's children, the City Council has decided to authorize the use of such a school zone speed limit detection system within the City; and

WHEREAS, the City Council has considered the relevant traffic data and other evidence supporting the installation of school zone speed limit detection systems within the City; and

WHEREAS, in consideration of the traffic data and evidence provided which supports the installation and operation of each proposed school speed zone detection system due to heightened safety risks, the City desires to implement an automated Speed Detection System (SDS) program in school zones in order to reduce speeding and benefit public safety pursuant to HB 657 and applicable law.

WHEREAS, the City Council has determined, based upon the evidence considered, the location of the specific school zones in this jurisdiction which constitute a heightened safety risk that warrant additional enforcement procedures; and

WHEREAS, the City Council has determined that it is efficient to utilize the City's existing local hearing officer to conduct hearings pursuant to this ordinance and Chapter 2023-174, Laws of Florida, as it may be amended; and

WHEREAS, the City Council determines that the adoption of this Ordinance is in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT WALTON BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY AND INTENT

The purpose of this Section is to protect the health, safety, and welfare of the citizens and visitors of the City of Fort Walton Beach by authorizing the placement or installation and use of speed detection systems (SDS) on roadways within the jurisdiction of the City. To promote compliance with speed limits in school zones, as authorized by and in accordance with Chapter

316, Florida Statutes as may be amended from time to time. This Section is also intended to provide a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with Florida State Statutes.

SECTION 2. AMENDMENT OF CODE OF ORDINANCES CHAPTER 11 AND ADDING SECTION 11.16 PHOTO ENFORCMENT IN SCHOOL ZONES.

Chapter 11 of the City of Fort Walton Beach Code of Ordinances shall be amended as follows:

11.16.01 Definitions

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Local hearing officer means a special magistrate, or such other qualified person designated by the City Council, to conduct hearings relating to notices of violation issued pursuant to Sections 316.1896 and 316.0083, Florida Statutes.

Person means a natural person, the registered owner or co-owner of a motor vehicle, or the person identified in an affidavit as having actual care, custody, or control of the motor vehicle at the time of a violation.

Petitioner means a person who elects to request a hearing before the local hearing officer for the purpose of determining whether a violation, under Section 316.1896, Florida Statutes, has occurred.

School zone means a roadway located within the City and maintained as a school zone, pursuant to Section 316.1895, Florida Statutes, which constitutes a heightened safety risk that warrants additional enforcement measures as determined by the City Council after consideration of traffic data and other relevant evidence.

Speed detection system (SDS) means a portable or fixed automated system used to detect a motor vehicle's speed using radar or lidar, and able to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation.

Traffic infraction enforcement officer means the Police Department employee(s) designated by the City who meet the qualifications set forth in Section 316.640, Florida Statutes, and/or any other relevant statute, and are vested with the authority to enforce violations.

Violation means a person that drives a motor vehicle on a roadway designated as a school zone at a speed as follows:

- (1) In excess of ten miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program in violation of Section 316.1895,

Florida Statutes.

- (2) In excess of ten miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled school session in violation of Section 316.1895, Florida Statutes.
- (3) In excess of ten miles per hour over the posted speed limit during the entirety of a regularly scheduled school session in violation of Section 316.183, Florida Statutes.
- (4) In excess of ten miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the end of a regularly scheduled school session in violation of Section 316.1895, Florida Statutes.

11.16.02 Program Administration

- (a) Use of Speed Detection Systems. In accordance with Chapter 316, Florida Statutes, the City exercises its authority to authorize placement or installation of speed detection systems to enforce applicable speed limits on roadways maintained as school zones within the City of Fort Walton Beach's jurisdiction. Use of such systems shall comply with Chapter 316, Florida Statutes, including but not limited to, the requirements and procedures for the collection of evidence, public records and retention, enforcement powers and procedures, review of the photograph or video images from the speed detection system, notice of violation issuance, hearing procedures and appeals, defenses and penalties.
- (b) Implementation by the City Manager and designation of Local Hearing Officer. In accordance with the provisions of Chapter 2023-174, the City Manager is authorized to take all steps necessary to implement the provisions and requirements of Chapter 2023-174, Laws of Florida, as it may be amended, in coordination with the Fort Walton Beach Police Department, including the designation of traffic infraction enforcement officers.
 - (1) The Fort Walton Beach Police Department shall oversee the School Zone Speed Limit Detection System program on behalf of the City.
 - (2) The City Council authorizes the City Manager to enter into agreements with one (1) or more vendors to place or install speed detection systems and carry out services consistent with the implementation and enforcement of the provisions of Chapter 316, Florida Statutes, governing speed detection systems, subject to any other applicable State law requirements and this Section.
 - (3) Designation of Local Hearing Officers. City Special Magistrates, as Local Hearing Officers, are designated to conduct hearings requested by alleged violators wishing to contest notices of violation detected by SDS in accordance with Chapter 316, Florida Statutes.

11.16.03 Designation of Heightened Safety Risk School Zones which necessitates use of school zone speed limit detection system.

The City Council finds that based upon the traffic data and evidence presented at the public hearing, it is appropriate to utilize the speed limit detection system at the following school

zone locations due to the heightened safety risk that warrants additional enforcement procedures:

- (a) Elliott Point Elementary School
- (b) Kenwood Elementary School
- (c) Edwins Elementary School
- (d) Max Bruner Jr Middle School
- (e) Pryor Middle School
- (f) Fort Walton Beach High School
- (g) Choctawhatchee High School
- (h) Silver Sands School
- (i) Liza Jackson Preparatory School
- (j) Saint Mary Catholic School
- (k) Okaloosa Academy

This list may be amended by the City Council by a resolution at a public hearing. Not all locations will receive SDS, the City Manager, Police Chief and City's Vendor(s) will make final determination of placement.

11.16.04 Signage and Public Awareness Campaign.

The City shall post signage and conduct a public awareness campaign regarding the placement or installation of speed detection systems consistent with the applicable requirements of Chapter 316, Florida Statutes, and all applicable regulations of the Florida Department of Transportation ("FDOT") and the Florida Department of Highway Safety and Motor Vehicles ("FLHSMV"), and the terms of any agreement that may be entered into between the City and its vendor(s).

11.16.05 Reporting

The Police Department, with the assistance of the City's vendor(s), will comply with the reporting requirements set forth in Sections 316.0776 and 316.1896, Florida Statutes.

11.16.06 Remittance of collected fines and costs

All fines and costs collected pursuant to this Section will be remitted in accordance with Sections 316.1896 and 318.18, Florida Statutes, and any other relevant State law.

SECTION 3. SEVERABILITY.

In the event any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of City Council that such invalidity shall not affect any other provisions of the Ordinance which may be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are declared severable.

SECTION 4. EFFECTIVE DATE.

This ordinance shall take effect immediately upon approval on second reading by the City Council and signature of the Mayor.

Adopted: _____

Richard A. Rynearson, Mayor

Attest:

Approved as to legal form and sufficiency
for the City of Fort Walton Beach, only.

Kim M. Barnes, City Clerk

Kimberly Romano Kopp, City Attorney