



Agenda
Regular Meeting
of the Mary Esther City Council
December 9, 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**
- 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 November 4th, 2024 Regular Council Meeting**
- 8. CITIZENS WHO HAVE REQUESTED TO BE PLACED ON THE AGENDA**
- 9. PUBLIC COMMENT (NON-AGENDA ITEMS)**
- 10. UNFINISHED BUSINESS**
 - 10.1. First Reading, Ordinance 2024-01, Vacation Rentals**
- 11. NEW BUSINESS**
 - 11.1. Ordinance No. 2024-05 and No. 2024-06, Consider a Small-Scale Future Land Use Map Amendment from Commercial (Com) to Low Density Residential (LDR) and a Rezone from C-2 General Commercial to R-1 Single Family Residential for approximately 1.15 acres. (Damian Curtis, Applicant) (Tyler Reed, Community Development Director)**
 - 11.2. Consideration of Ordinance relating to Public Camping or Sleeping in City facilities, grounds, right-of-way, and sidewalks**
 - 11.3. Approval of Contract with US Tank for Water Storage Tank Maintenance Program**
 - 11.4. Award of RFB 2024-10, City Hall Adaptive Re-use Project**
 - 11.5. Award of RFB 2024-11, Spray/Squeegee Machine**
 - 11.6. Consideration of Resolution 24-09, Approval of "Piggy Back" Agreement for the City of Fort Walton Beach Contract for Paving**
 - 11.7. Declaration of Surplus Items**
 - 11.8. Approval of Azalea Park Design Elements**
 - 11.9. Discussion of FDEP Consent Order Amendment #2**
 - 11.10. Discussion of Photo Speed Enforcement in School Zones**
 - 11.11. Review of Projects for FY 2025 Legislative Appropriation Request**

- 11.12. Approval of FY 2025 Action Plan
- 11.13. Approval of FY 2025 City Manager Work Plan
- 11.14. Consideration of Resolution 24-10, Adoption of Standards to Safeguard Against Cybersecurity Threats
- 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.*



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

BMS Account	GENERAL FUND BANK	Summary of Investments	Fund	INTEREST RATE	Purpose of Acct.
		10/31/2024			
101251	FNBT BANK	\$135,260.00	410	0.00%	Cust. Utility Deposits Acct.
104300	GEN FUND FLORIDA PRIME	\$2,360,946.75	1	5.04%	GF Savings/Investment
104400	W/S FUND FLORIDA PRIME	\$341,835.87	410	5.04%	W/S Savings/Investment
101001	FNBT BANK	\$11,565,874.30	1 & 410	4.50%	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	\$10,064.15	1	0.00%	HRA Account
101001	FNBT BANK	\$1,639,917.63	1 & 410	4.50%	Money Market Account
104301	FLCLASS	\$530,959.11	1	5.00%	GF Investment
104302	AMERIS BANK	\$6,533.58	1	0.00%	GF Investment

\$16,591,391.39

FY24-25 ESTIMATED BEGINNING GENERAL FUND UNRESTRICTED CASH \$5,310,790
FY2025 Budget deficit (\$2,531,521)

ESTIMATED GENERAL FUND TOTAL UNRESTRICTED CASH \$2,779,269

FY24-25 ESTIMATED BEGINNING W/S FUND UNRESTRICTED CASH \$3,796,435
FY2025 Budget surplus \$123,063

ESTIMATED W/S FUND TOTAL UNRESTRICTED CASH \$3,919,498

FY 24-25 BEGINNING DISCRETIONARY SALES SURTAX REVENUE FUND \$1,878,067
FY2025 Budget deficit (\$313,238)

DISCRETIONARY SALES SURTAX FUND BALANCE \$1,564,829

GRAND TOTAL ALL FUNDS: \$8,263,596

RESTRICTED REVENUES:

IMPACT FEE REVENUE AVAILABLE FOR RELATED EXPENSES

Fire Protection \$0
Law Enforcement \$38,668
Stormwater \$41,165
Transportation \$66,988

Parks & Recreation \$36,600
Water & Sewer \$8,194

TOTAL \$191,615

OTHER RESTRICTED REVENUE

Committed to natural
disaster relief \$1,813,711

TOTAL \$1,813,711

TOTAL RESTRICTED REVENUES \$2,005,326



City of Mary Esther, FL

Budget vs Actuals

Account Summary

For Fiscal: 2024-2025 Period Ending: 10/31/2024

		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	-2,215,883.00	-2,215,883.00	0.00	0.00	0.00	-2,215,883.00
001-00-311200	AD VALOREM TAXES-DELO	-65,000.00	-65,000.00	0.00	0.00	0.00	-65,000.00
001-00-312130	TOURIST DEVELOPMENT TAX	-419,000.00	-419,000.00	0.00	0.00	0.00	-419,000.00
001-00-312420	LOCAL ALTERNATIVE FUEL USER FEE	-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00
001-00-314100	UTILITY TAXES-ELECTRIC	-235,000.00	-235,000.00	0.00	0.00	0.00	-235,000.00
001-00-314200	UTILITY TAXES-COMMUNICATION SE...	-230,000.00	-230,000.00	0.00	0.00	0.00	-230,000.00
001-00-314300	UTILITY TAXES-WATER	-129,000.00	-129,000.00	10,288.47	10,288.47	10,288.47	-139,288.47
001-00-314400	UTILITY TAXES-GAS	-42,000.00	-42,000.00	0.00	0.00	0.00	-42,000.00
001-00-314800	UTILITY TAXES -PROPANE GAS	-200.00	-200.00	0.00	0.00	0.00	-200.00
001-00-316010	BUSINESS TAX - PENALTY INT	-900.00	-900.00	240.00	240.00	240.00	-1,140.00
001-00-316100	BUSINESS TAX	-95,000.00	-95,000.00	7,715.00	7,715.00	7,715.00	-102,715.00
001-00-322000	BUILDING PERMITS	-80,000.00	-80,000.00	1,023.50	1,023.50	1,023.50	-81,023.50
001-00-323100	ELECTRICITY FRANCHISE FEES	-210,000.00	-210,000.00	0.00	0.00	0.00	-210,000.00
001-00-323400	GAS FRANCHISE FEES	-40,000.00	-40,000.00	0.00	0.00	0.00	-40,000.00
001-00-329050	TRACKING FEES	-1,500.00	-1,500.00	420.00	420.00	420.00	-1,920.00
001-00-335120	STATE REVENUE SHARING PROCEEDS	-210,000.00	-210,000.00	17,863.94	17,863.94	17,863.94	-227,863.94
001-00-335150	ALCOHOLIC BEVERAGE LICENSES	-500.00	-500.00	0.00	0.00	0.00	-500.00
001-00-335180	LOCAL GOVERNMENT 1/2 SALES TAX	-500,000.00	-500,000.00	0.00	0.00	0.00	-500,000.00
001-00-338200	INTERGOV REV-COUNTY BUSINESS TAX	-3,000.00	-3,000.00	883.31	883.31	883.31	-3,883.31
001-00-338210	INTERGOV REV - LIBRARY COOP	-63,000.00	-63,000.00	16,423.50	16,423.50	16,423.50	-79,423.50
001-00-341901	FIRE DEPARTMENT FEES	-13,000.00	-13,000.00	1,024.00	1,024.00	1,024.00	-14,024.00
001-00-341902	NOTARY FEE REVENUE	0.00	0.00	10.00	10.00	10.00	-10.00
001-00-341920	SITE INSPECTION	-100.00	-100.00	0.00	0.00	0.00	-100.00
001-00-342510	FINAL INSPECTION	-500.00	-500.00	30.00	30.00	30.00	-530.00
001-00-343800	CEMETERY FEES	-100.00	-100.00	50.00	50.00	50.00	-150.00
001-00-344210	BOAT LAUNCH DAILY PERMIT	-500.00	-500.00	80.00	80.00	80.00	-580.00
001-00-344901	FLORIDA DOT	-51,759.00	-51,759.00	0.00	0.00	0.00	-51,759.00
001-00-349100	LIEN SEARCH FEE	-1,500.00	-1,500.00	80.00	80.00	80.00	-1,580.00
001-00-351100	COURT FINES	-6,000.00	-6,000.00	0.00	0.00	0.00	-6,000.00
001-00-352000	LIBRARY FINES/LOST BOOKS	-1,500.00	-1,500.00	244.00	244.00	244.00	-1,744.00
001-00-354100	VIOLATION OF LOCAL ORDINANCE	-2,500.00	-2,500.00	250.00	250.00	250.00	-2,750.00
001-00-361000	INTEREST AND OTHER EARNINGS	0.00	0.00	1.43	1.43	1.43	-1.43
001-00-361100	INTEREST INCOME	-250,000.00	-250,000.00	33,992.54	33,992.54	33,992.54	-283,992.54
001-00-365100	SCRAP SALES	0.00	0.00	43.20	43.20	43.20	-43.20
001-00-366010	DONATIONS & CONTRIBUTIONS LIBR...	-21,500.00	-21,500.00	0.00	0.00	0.00	-21,500.00
001-00-369900	MISCELLANEOUS REVENUE - OTHER	0.00	0.00	2,065.00	2,065.00	2,065.00	-2,065.00
001-00-381000	INTERFUND TRANSFER	-943,092.00	-943,092.00	0.00	0.00	0.00	-943,092.00
001-00-389400	GRANTS - OTHER SOURCES	-505,000.00	-505,000.00	0.00	0.00	0.00	-505,000.00
Department: 00 - UNDESIGNATED Total:		-6,537,034.00	-6,537,034.00	92,727.89	92,727.89	92,727.89	-6,629,761.89
Revenue Total:		-6,537,034.00	-6,537,034.00	92,727.89	92,727.89	92,727.89	-6,629,761.89

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 10/31/2024

		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	26,400.00	26,400.00	440.00	440.00	440.00	25,960.00
001-11-51100-2110	SOCIAL SECURITY TAXES	1,637.00	1,637.00	27.28	27.28	27.28	1,609.72
001-11-51100-2410	WORKER'S COMPENSATION	600.00	600.00	102.22	102.22	102.22	497.78
001-11-51100-3000	MEDICARE INSURANCE	383.00	383.00	6.41	6.41	6.41	376.59
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	14,000.00	14,000.00	707.80	707.80	3,680.60	10,319.40
001-11-51100-4810	TROPHIES AND AWARDS	750.00	750.00	0.00	0.00	0.00	750.00
001-11-51100-4930	TRAINING	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00
001-11-51100-5110	OFFICE SUPPLIES	300.00	300.00	0.00	0.00	0.00	300.00
001-11-51100-5280	LEAGUE OF CITIES DINNERS	1,400.00	1,400.00	150.00	150.00	150.00	1,250.00
001-11-51100-5290	OPERATING SUPPLIES	1,510.00	1,510.00	0.00	0.00	128.97	1,381.03
001-11-51100-5410	BOOKS, PUBS, SUBS & MEMBS	4,767.00	4,767.00	1,500.00	1,500.00	2,261.00	2,506.00
Department: 11 - MAYOR AND CITY COUNCIL Total:		67,247.00	67,247.00	2,933.71	2,933.71	6,796.48	60,450.52
Activity: 51100 - LEGISLATIVE Total:		67,247.00	67,247.00	2,933.71	2,933.71	6,796.48	60,450.52
Activity: 51200 - EXECUTIVE							
Department: 12 - CITY MANAGER							
001-12-51200-1210	SALARIES	173,945.00	173,945.00	14,302.33	14,302.33	14,302.33	159,642.67
001-12-51200-2110	SOCIAL SECURITY TAXES	10,785.00	10,785.00	887.50	887.50	887.50	9,897.50
001-12-51200-2210	RETIREMENT	24,352.00	24,352.00	1,405.83	1,405.83	1,405.83	22,946.17
001-12-51200-2310	EMPLOYEE INSURANCE	28,630.00	28,630.00	3,753.71	3,753.71	3,753.71	24,876.29
001-12-51200-2410	WORKER'S COMPENSATION	170.00	170.00	28.96	28.96	28.96	141.04
001-12-51200-3000	MEDICARE INSURANCE	2,522.00	2,522.00	207.54	207.54	207.54	2,314.46
001-12-51200-4010	TRAVEL & PER DIEM	6,100.00	6,100.00	0.00	0.00	186.46	5,913.54
001-12-51200-4110	TELEPHONE & INTERNET	360.00	360.00	0.00	0.00	0.00	360.00
001-12-51200-4930	TRAINING	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00
001-12-51200-5290	OPERATING SUPPLIES	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
001-12-51200-5410	BOOKS, PUBS, SUBS & MEMBS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
Department: 12 - CITY MANAGER Total:		254,364.00	254,364.00	20,585.87	20,585.87	20,772.33	233,591.67
Activity: 51200 - EXECUTIVE Total:		254,364.00	254,364.00	20,585.87	20,585.87	20,772.33	233,591.67
Activity: 51300 - FINANCE							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51300-1210	SALARIES	74,886.00	74,886.00	6,089.38	6,089.38	6,089.38	68,796.62
001-13-51300-2110	SOCIAL SECURITY TAXES	4,643.00	4,643.00	376.68	376.68	376.68	4,266.32
001-13-51300-2210	RETIREMENT	10,484.00	10,484.00	365.38	365.38	365.38	10,118.62
001-13-51300-2310	EMPLOYEE INSURANCE	4,710.00	4,710.00	975.28	975.28	975.28	3,734.72
001-13-51300-2410	WORKER'S COMPENSATION	70.00	70.00	11.93	11.93	11.93	58.07
001-13-51300-3000	MEDICARE INSURANCE	1,086.00	1,086.00	88.11	88.11	88.11	997.89
001-13-51300-3210	ACCOUNTING AND AUDITING	26,250.00	26,250.00	0.00	0.00	0.00	26,250.00
001-13-51300-4010	TRAVEL & PER DIEM	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00
001-13-51300-4710	PRINTING & BINDING	1,900.00	1,900.00	0.00	0.00	0.00	1,900.00
001-13-51300-4921	BANK FEES	1,000.00	1,000.00	45.00	45.00	45.00	955.00
001-13-51300-4930	TRAINING	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
001-13-51300-4946	LEGAL & RETAIL ADVERTISEMENTS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
001-13-51300-5290	OPERATING SUPPLIES	1,150.00	1,150.00	0.00	0.00	0.00	1,150.00
001-13-51300-5410	BOOKS, PUBS, SUBS & MEMBS	855.00	855.00	0.00	0.00	0.00	855.00
Department: 13 - ADMINISTRATIVE SERVICES Total:		134,534.00	134,534.00	7,951.76	7,951.76	7,951.76	126,582.24
Activity: 51300 - FINANCE Total:		134,534.00	134,534.00	7,951.76	7,951.76	7,951.76	126,582.24
Activity: 51310 - HUMAN RESOURCES							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51310-1210	SALARIES	13,366.00	13,366.00	1,068.19	1,068.19	1,068.19	12,297.81
001-13-51310-2110	SOCIAL SECURITY TAXES	829.00	829.00	66.22	66.22	66.22	762.78
001-13-51310-2210	RETIREMENT	1,871.00	1,871.00	0.00	0.00	0.00	1,871.00
001-13-51310-2220	RETIRED EMPLOYEE LIFE INSURANCE	850.00	850.00	100.44	100.44	100.44	749.56
001-13-51310-2230	RETIRED EMPLOYEE DENTAL INSURA...	4,700.00	4,700.00	552.42	552.42	552.42	4,147.58

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-13-51310-2310	EMPLOYEE INSURANCE	3,400.00	3,400.00	47.20	47.20	47.20	3,352.80
001-13-51310-2410	WORKER'S COMPENSATION	20.00	20.00	3.41	3.41	3.41	16.59
001-13-51310-2510	UNEMPLOYMENT COMPENSATION	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
001-13-51310-3000	MEDICARE INSURANCE	194.00	194.00	15.49	15.49	15.49	178.51
001-13-51310-3100	PROFESSIONAL SERVICES	11,200.00	11,200.00	0.00	0.00	0.00	11,200.00
001-13-51310-4010	TRAVEL & PER DIEM	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
001-13-51310-4015	RECRUITMENT	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
001-13-51310-4540	EMPLOYEE APPRECIATION	5,250.00	5,250.00	739.50	739.50	739.50	4,510.50
001-13-51310-4710	PRINTING & BINDING	900.00	900.00	0.00	0.00	0.00	900.00
001-13-51310-4930	TRAINING	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
001-13-51310-4934	TUITION	26,250.00	26,250.00	0.00	0.00	7,495.00	18,755.00
001-13-51310-4946	LEGAL & RETAIL ADVERTISEMENTS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
001-13-51310-5290	OPERATING SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00
001-13-51310-5410	BOOKS, PUBS, SUBS & MEMBS	750.00	750.00	0.00	0.00	0.00	750.00
Department: 13 - ADMINISTRATIVE SERVICES Total:		83,080.00	83,080.00	2,592.87	2,592.87	10,087.87	72,992.13
Activity: 51310 - HUMAN RESOURCES Total:		83,080.00	83,080.00	2,592.87	2,592.87	10,087.87	72,992.13
Activity: 51400 - LEGAL							
Department: 14 - CITY ATTORNEY							
001-14-51400-3111	LEGAL COUNSEL	65,000.00	65,000.00	717.50	717.50	717.50	64,282.50
Department: 14 - CITY ATTORNEY Total:		65,000.00	65,000.00	717.50	717.50	717.50	64,282.50
Activity: 51400 - LEGAL Total:		65,000.00	65,000.00	717.50	717.50	717.50	64,282.50
Activity: 51500 - PLANNING AND ZONING							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-51500-1210	SALARIES	99,488.00	99,488.00	8,014.82	8,014.82	8,014.82	91,473.18
001-30-51500-2110	SOCIAL SECURITY TAXES	6,168.00	6,168.00	496.94	496.94	496.94	5,671.06
001-30-51500-2210	RETIREMENT	13,928.00	13,928.00	422.40	422.40	422.40	13,505.60
001-30-51500-2310	EMPLOYEE INSURANCE	23,670.00	23,670.00	3,018.14	3,018.14	3,018.14	20,651.86
001-30-51500-2410	WORKER'S COMPENSATION	320.00	320.00	11.93	11.93	11.93	308.07
001-30-51500-3000	MEDICARE INSURANCE	1,443.00	1,443.00	116.24	116.24	116.24	1,326.76
001-30-51500-3100	PROFESSIONAL SERVICES	90,000.00	90,000.00	0.00	0.00	0.00	90,000.00
001-30-51500-4010	TRAVEL & PER DIEM	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
001-30-51500-4522	VEHICLE INSURANCE	290.00	290.00	152.50	152.50	152.50	137.50
001-30-51500-4930	TRAINING	500.00	500.00	0.00	0.00	0.00	500.00
001-30-51500-4946	LEGAL & RETAIL ADVERTISEMENTS	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
001-30-51500-5110	OFFICE SUPPLIES	150.00	150.00	0.00	0.00	0.00	150.00
001-30-51500-5410	BOOKS, PUBS, SUBS & MEMBS	600.00	600.00	0.00	0.00	0.00	600.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		241,557.00	241,557.00	12,232.97	12,232.97	12,232.97	229,324.03
Activity: 51500 - PLANNING AND ZONING Total:		241,557.00	241,557.00	12,232.97	12,232.97	12,232.97	229,324.03
Activity: 51600 - NON-COURT INFORMATION SYSTEMS							
Department: 16 - CITY CLERK							
001-16-51600-1210	SALARIES	77,595.00	77,595.00	6,205.10	6,205.10	6,205.10	71,389.90
001-16-51600-2110	SOCIAL SECURITY TAXES	4,811.00	4,811.00	384.71	384.71	384.71	4,426.29
001-16-51600-2210	RETIREMENT	10,863.00	10,863.00	868.72	868.72	868.72	9,994.28
001-16-51600-2310	EMPLOYEE INSURANCE	17,300.00	17,300.00	2,142.34	2,142.34	2,142.34	15,157.66
001-16-51600-2410	WORKER'S COMPENSATION	100.00	100.00	17.04	17.04	17.04	82.96
001-16-51600-3000	MEDICARE INSURANCE	1,125.00	1,125.00	89.97	89.97	89.97	1,035.03
001-16-51600-3100	PROFESSIONAL SERVICES	2,350.00	2,350.00	71.41	71.41	960.00	1,390.00
001-16-51600-4010	TRAVEL & PER DIEM	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
001-16-51600-4510	NOTARY INSURANCE	150.00	150.00	0.00	0.00	0.00	150.00
001-16-51600-4930	TRAINING	1,700.00	1,700.00	0.00	0.00	0.00	1,700.00
001-16-51600-4946	LEGAL & RETAIL ADVERTISEMENTS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-16-51600-5110	OFFICE SUPPLIES	850.00	850.00	0.00	0.00	0.00	850.00
001-16-51600-5290	OPERATING SUPPLIES	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00
001-16-51600-5410	BOOKS, PUBS, SUBS & MEMBS	800.00	800.00	0.00	0.00	264.00	536.00
001-16-51600-5416	CODIFICATION	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-16-51600-6411	OFFICE EQUIP/FURNITURE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
	Department: 16 - CITY CLERK Total:	126,944.00	126,944.00	9,779.29	9,779.29	10,931.88	116,012.12
	Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:	126,944.00	126,944.00	9,779.29	9,779.29	10,931.88	116,012.12
	Activity: 51610 - INFORMATION TECHNOLOGY						
	Department: 13 - ADMINISTRATIVE SERVICES						
001-13-51610-3100	PROFESSIONAL SERVICES	32,500.00	32,500.00	0.00	0.00	0.00	32,500.00
001-13-51610-4110	TELEPHONE & INTERNET	14,000.00	14,000.00	401.76	401.76	401.76	13,598.24
001-13-51610-4655	COMPUTER HARDWARE & SOFTWARE...	87,404.00	87,404.00	4,447.98	4,447.98	5,575.85	81,828.15
001-13-51610-4660	COPIER MAINTENANCE	7,900.00	7,900.00	83.90	83.90	1,006.80	6,893.20
001-13-51610-6400	COMPUTER SOFTWARE & EQUIPMENT	42,500.00	42,500.00	0.00	0.00	0.00	42,500.00
	Department: 13 - ADMINISTRATIVE SERVICES Total:	184,304.00	184,304.00	4,933.64	4,933.64	6,984.41	177,319.59
	Activity: 51610 - INFORMATION TECHNOLOGY Total:	184,304.00	184,304.00	4,933.64	4,933.64	6,984.41	177,319.59
	Activity: 51900 - GENERAL GOVERNMENT						
	Department: 99 - NON DEPARTMENTAL						
001-99-51900-4100	POSTAGE & SHIPPING	4,200.00	4,200.00	300.00	300.00	300.00	3,900.00
001-99-51900-4520	LIABILITY INSURANCE	56,940.00	56,940.00	24,575.00	24,575.00	24,575.00	32,365.00
001-99-51900-5110	OFFICE SUPPLIES	4,000.00	4,000.00	0.00	0.00	313.45	3,686.55
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	0.00	224,168.77	224,168.77	224,168.77	-224,168.77
	Department: 99 - NON DEPARTMENTAL Total:	66,040.00	66,040.00	249,043.77	249,043.77	249,357.22	-183,317.22
	Activity: 51900 - GENERAL GOVERNMENT Total:	66,040.00	66,040.00	249,043.77	249,043.77	249,357.22	-183,317.22
	Activity: 51910 - FACILITIES						
	Department: 50 - PUBLIC WORKS						
001-50-51910-1210	SALARIES	52,293.00	52,293.00	2,736.83	2,736.83	2,736.83	49,556.17
001-50-51910-1310	PART-TIME SALARIES	11,200.00	11,200.00	436.19	436.19	436.19	10,763.81
001-50-51910-1410	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
001-50-51910-2110	SOCIAL SECURITY TAXES	3,968.00	3,968.00	196.72	196.72	196.72	3,771.28
001-50-51910-2210	RETIREMENT	7,391.00	7,391.00	114.37	114.37	114.37	7,276.63
001-50-51910-2310	EMPLOYEE INSURANCE	17,850.00	17,850.00	1,449.79	1,449.79	1,449.79	16,400.21
001-50-51910-2410	WORKER'S COMPENSATION	3,490.00	3,490.00	362.63	362.63	362.63	3,127.37
001-50-51910-3000	MEDICARE INSURANCE	928.00	928.00	46.03	46.03	46.03	881.97
001-50-51910-3100	PROFESSIONAL SERVICES	20,450.00	20,450.00	60.00	60.00	60.00	20,390.00
001-50-51910-4010	TRAVEL & PER DIEM	500.00	500.00	0.00	0.00	0.00	500.00
001-50-51910-4310	ELECTRICITY	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00
001-50-51910-4320	WATER	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00
001-50-51910-4330	SOLID WASTE	7,500.00	7,500.00	235.01	235.01	235.01	7,264.99
001-50-51910-4340	NATURAL GAS	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
001-50-51910-4410	EQUIPMENT RENTAL	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
001-50-51910-4521	PROPERTY INSURANCE	18,900.00	18,900.00	15,976.00	15,976.00	15,976.00	2,924.00
001-50-51910-4522	VEHICLE INSURANCE	1,050.00	1,050.00	435.00	435.00	435.00	615.00
001-50-51910-4611	BUILDING R & M	20,000.00	20,000.00	299.00	299.00	4,580.58	15,419.42
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	5,000.00	5,000.00	0.00	0.00	517.65	4,482.35
001-50-51910-4930	TRAINING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-51910-5110	OFFICE SUPPLIES	750.00	750.00	0.00	0.00	0.00	750.00
001-50-51910-5210	FUEL, OIL, & LUBRICANTS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
001-50-51910-5220	UNIFORMS	1,000.00	1,000.00	49.96	49.96	49.96	950.04
001-50-51910-5221	PERSONAL PROTECTIVE EQUIPMENT	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-51910-5230	JANITORIAL SUPPLIES	2,500.00	2,500.00	29.64	29.64	134.56	2,365.44
001-50-51910-5260	TOOLS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-51910-5270	MACHINERY & EQUIPMENT	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
001-50-51910-5290	OPERATING SUPPLIES	7,500.00	7,500.00	11.85	11.85	343.82	7,156.18
001-50-51910-5410	BOOKS, PUBS, SUBS & MEMBS	100.00	100.00	0.00	0.00	0.00	100.00
001-50-51910-6210	BUILDINGS	818,674.00	818,674.00	0.00	0.00	39,802.03	778,871.97
	Department: 50 - PUBLIC WORKS Total:	1,058,044.00	1,058,044.00	22,439.02	22,439.02	67,477.17	990,566.83
	Activity: 51910 - FACILITIES Total:	1,058,044.00	1,058,044.00	22,439.02	22,439.02	67,477.17	990,566.83

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Activity: 52100 - LAW ENFORCEMENT							
Department: 20 - PUBLIC SAFETY							
001-20-52100-3405	CONTRACT FOR SERVICES	310,788.00	310,788.00	24,927.42	24,927.42	24,927.42	285,860.58
Department: 20 - PUBLIC SAFETY Total:		310,788.00	310,788.00	24,927.42	24,927.42	24,927.42	285,860.58
Activity: 52100 - LAW ENFORCEMENT Total:		310,788.00	310,788.00	24,927.42	24,927.42	24,927.42	285,860.58
Activity: 52200 - FIRE							
Department: 20 - PUBLIC SAFETY							
001-20-52200-3405	CONTRACT FOR SERVICES	1,147,687.00	1,147,687.00	0.00	0.00	0.00	1,147,687.00
Department: 20 - PUBLIC SAFETY Total:		1,147,687.00	1,147,687.00	0.00	0.00	0.00	1,147,687.00
Activity: 52200 - FIRE Total:		1,147,687.00	1,147,687.00	0.00	0.00	0.00	1,147,687.00
Activity: 52400 - CODE COMPLIANCE							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-52400-1210	SALARIES	57,350.00	57,350.00	4,700.39	4,700.39	4,700.39	52,649.61
001-30-52400-2110	SOCIAL SECURITY TAXES	3,556.00	3,556.00	291.45	291.45	291.45	3,264.55
001-30-52400-2210	RETIREMENT	8,029.00	8,029.00	404.10	404.10	404.10	7,624.90
001-30-52400-2310	EMPLOYEE INSURANCE	13,850.00	13,850.00	1,739.78	1,739.78	1,739.78	12,110.22
001-30-52400-2410	WORKER'S COMPENSATION	710.00	710.00	336.20	336.20	336.20	373.80
001-30-52400-3000	MEDICARE INSURANCE	832.00	832.00	68.15	68.15	68.15	763.85
001-30-52400-4010	TRAVEL & PER DIEM	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
001-30-52400-4110	TELEPHONE & INTERNET	500.00	500.00	0.00	0.00	0.00	500.00
001-30-52400-4522	VEHICLE INSURANCE	290.00	290.00	153.15	153.15	153.15	136.85
001-30-52400-4610	VEHICLE R & M	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-30-52400-4930	TRAINING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-30-52400-5110	OFFICE SUPPLIES	150.00	150.00	0.00	0.00	0.00	150.00
001-30-52400-5210	FUEL, OIL, & LUBRICANTS	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00
001-30-52400-5220	UNIFORMS	250.00	250.00	0.00	0.00	0.00	250.00
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	0.00	0.00	150.00
001-30-52400-5410	BOOKS, PUBS, SUBS & MEMBS	250.00	250.00	0.00	0.00	0.00	250.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		90,817.00	90,817.00	7,693.22	7,693.22	7,693.22	83,123.78
Activity: 52400 - CODE COMPLIANCE Total:		90,817.00	90,817.00	7,693.22	7,693.22	7,693.22	83,123.78
Activity: 52410 - BUILDING							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-52410-1210	SALARIES	48,185.00	48,185.00	3,853.91	3,853.91	3,853.91	44,331.09
001-30-52410-2110	SOCIAL SECURITY TAXES	2,987.00	2,987.00	238.88	238.88	238.88	2,748.12
001-30-52410-2210	RETIREMENT	6,746.00	6,746.00	142.63	142.63	142.63	6,603.37
001-30-52410-2310	EMPLOYEE INSURANCE	13,580.00	13,580.00	1,717.26	1,717.26	1,717.26	11,862.74
001-30-52410-2410	WORKER'S COMPENSATION	170.00	170.00	3.41	3.41	3.41	166.59
001-30-52410-3000	MEDICARE INSURANCE	699.00	699.00	55.85	55.85	55.85	643.15
001-30-52410-3100	PROFESSIONAL SERVICES	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00
001-30-52410-4522	VEHICLE INSURANCE	290.00	290.00	152.50	152.50	152.50	137.50
001-30-52410-4946	LEGAL & RETAIL ADVERTISEMENTS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		153,657.00	153,657.00	6,164.44	6,164.44	6,164.44	147,492.56
Activity: 52410 - BUILDING Total:		153,657.00	153,657.00	6,164.44	6,164.44	6,164.44	147,492.56
Activity: 53800 - STORMWATER							
Department: 50 - PUBLIC WORKS							
001-50-53800-1210	SALARIES	95,502.00	95,502.00	7,918.37	7,918.37	7,918.37	87,583.63
001-50-53800-1410	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
001-50-53800-2110	SOCIAL SECURITY TAXES	5,952.00	5,952.00	489.70	489.70	489.70	5,462.30
001-50-53800-2210	RETIREMENT	13,440.00	13,440.00	678.09	678.09	678.09	12,761.91
001-50-53800-2310	EMPLOYEE INSURANCE	28,350.00	28,350.00	3,511.39	3,511.39	3,511.39	24,838.61
001-50-53800-2410	WORKER'S COMPENSATION	4,360.00	4,360.00	1,528.63	1,528.63	1,528.63	2,831.37
001-50-53800-3000	MEDICARE INSURANCE	1,392.00	1,392.00	114.57	114.57	114.57	1,277.43
001-50-53800-3100	Professional Services	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00
001-50-53800-4010	TRAVEL & PER DIEM	1,000.00	1,000.00	0.00	0.00	118.58	881.42
001-50-53800-4522	VEHICLE INSURANCE	1,050.00	1,050.00	435.00	435.00	435.00	615.00
001-50-53800-4615	FENCING AND LANDSCAPING	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-50-53800-4637	CURBS/GUTTERS/STORM DRAINS R&M	5,500.00	5,500.00	0.00	0.00	750.00	4,750.00
001-50-53800-5220	UNIFORMS	250.00	250.00	0.00	0.00	0.00	250.00
001-50-53800-5295	OPERATING SUPPLIES/JANITORIAL	3,750.00	3,750.00	0.00	0.00	0.00	3,750.00
001-50-53800-5410	BOOKS, PUBS, SUBS & MEMBS	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
001-50-53800-6310	INFRASTRUCTURE	1,104,703.00	1,104,703.00	0.00	0.00	19,028.54	1,085,674.46
Department: 50 - PUBLIC WORKS Total:		1,286,749.00	1,286,749.00	14,675.75	14,675.75	34,572.87	1,252,176.13
Activity: 53800 - STORMWATER Total:		1,286,749.00	1,286,749.00	14,675.75	14,675.75	34,572.87	1,252,176.13

Activity: 54100 - STREETS

Department: 50 - PUBLIC WORKS

001-50-54100-1210	SALARIES	95,502.00	95,502.00	7,918.29	7,918.29	7,918.29	87,583.71
001-50-54100-1410	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
001-50-54100-2110	SOCIAL SECURITY TAXES	5,952.00	5,952.00	489.59	489.59	489.59	5,462.41
001-50-54100-2210	RETIREMENT	13,440.00	13,440.00	677.99	677.99	677.99	12,762.01
001-50-54100-2310	EMPLOYEE INSURANCE	28,350.00	28,350.00	3,511.39	3,511.39	3,511.39	24,838.61
001-50-54100-2410	WORKER'S COMPENSATION	4,360.00	4,360.00	1,657.12	1,657.12	1,657.12	2,702.88
001-50-54100-3000	MEDICARE INSURANCE	1,392.00	1,392.00	114.45	114.45	114.45	1,277.55
001-50-54100-3100	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	625.00	-625.00
001-50-54100-4010	TRAVEL & PER DIEM	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
001-50-54100-4310	ELECTRICITY	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00
001-50-54100-4320	WATER	500.00	500.00	0.00	0.00	0.00	500.00
001-50-54100-4330	Solid Waste	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00
001-50-54100-4410	EQUIPMENT RENTAL	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
001-50-54100-4522	VEHICLE INSURANCE	1,050.00	1,050.00	729.85	729.85	729.85	320.15
001-50-54100-4610	VEHICLE R & M	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00
001-50-54100-4615	FENCING AND LANDSCAPING	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
001-50-54100-4623	HEAVY EQUIPMENT R & M	15,000.00	15,000.00	3,977.78	3,977.78	3,977.78	11,022.22
001-50-54100-4631	STREET REPAVING	61,000.00	61,000.00	1,092.00	1,092.00	5,000.00	56,000.00
001-50-54100-4636	TRAFFIC CONTROL/SIGNS R&M	6,000.00	6,000.00	0.00	0.00	532.16	5,467.84
001-50-54100-4637	CURBS/GUTTERS/STORM DRAINS R&M	10,500.00	10,500.00	0.00	0.00	0.00	10,500.00
001-50-54100-4930	TRAINING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-54100-5110	OFFICE SUPPLIES	100.00	100.00	0.00	0.00	0.00	100.00
001-50-54100-5210	FUEL, OIL, & LUBRICANTS	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00
001-50-54100-5220	UNIFORMS	700.00	700.00	0.00	0.00	0.00	700.00
001-50-54100-5221	PERSONAL PROTECTIVE EQUIPMENT	750.00	750.00	29.98	29.98	29.98	720.02
001-50-54100-5260	TOOLS	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
001-50-54100-5270	MACHINERY & EQUIPMENT	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
001-50-54100-5290	OPERATING SUPPLIES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00
001-50-54100-5410	BOOKS, PUBS, SUBS & MEMBS	500.00	500.00	0.00	0.00	0.00	500.00
001-50-54100-6310	INFRASTRUCTURE	980,863.00	980,863.00	0.00	0.00	151.00	980,712.00
001-50-54100-6410	MACHINERY & EQUIPMENT	300,000.00	300,000.00	228,145.00	228,145.00	228,145.00	71,855.00
Department: 50 - PUBLIC WORKS Total:		1,626,959.00	1,626,959.00	248,343.44	248,343.44	253,559.60	1,373,399.40
Activity: 54100 - STREETS Total:		1,626,959.00	1,626,959.00	248,343.44	248,343.44	253,559.60	1,373,399.40

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	278,192.00	278,192.00	32,039.51	32,039.51	32,039.51	246,152.49
001-71-57100-1310	SALARIES - PART TIME	47,552.00	47,552.00	2,939.34	2,939.34	2,939.34	44,612.66
001-71-57100-2110	SOCIAL SECURITY TAXES	20,196.00	20,196.00	2,152.88	2,152.88	2,152.88	18,043.12
001-71-57100-2210	RETIREMENT	38,947.00	38,947.00	3,215.14	3,215.14	3,215.14	35,731.86
001-71-57100-2310	EMPLOYEE INSURANCE	78,223.00	78,223.00	5,590.33	5,590.33	5,590.33	72,632.67
001-71-57100-2410	WORKER'S COMPENSATION	700.00	700.00	119.26	119.26	119.26	580.74
001-71-57100-3000	MEDICARE INSURANCE	4,723.00	4,723.00	503.49	503.49	503.49	4,219.51
001-71-57100-4010	TRAVEL & PER DIEM	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-71-57100-4100	POSTAGE & SHIPPING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-71-57100-4612	FURNITURE/EQUIP. R & M	500.00	500.00	0.00	0.00	0.00	500.00
001-71-57100-4710	PRINTING & BINDING	700.00	700.00	0.00	0.00	0.00	700.00
001-71-57100-4925	PROGRAM EXPENSES	1,900.00	1,900.00	0.00	0.00	0.00	1,900.00
001-71-57100-5110	OFFICE SUPPLIES	2,700.00	2,700.00	0.00	0.00	0.00	2,700.00
001-71-57100-5410	BOOKS, PUBS, SUBS & MEMBS	16,000.00	16,000.00	2,412.48	2,412.48	2,412.48	13,587.52
001-71-57100-5417	LIBRARY E-BOOK LEASES	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00
001-71-57100-5420	MEMBERSHIPS	1,200.00	1,200.00	152.00	152.00	152.00	1,048.00
Department: 71 - LIBRARY Total:		508,733.00	508,733.00	49,124.43	49,124.43	49,124.43	459,608.57
Activity: 57100 - LIBRARY Total:		508,733.00	508,733.00	49,124.43	49,124.43	49,124.43	459,608.57
Activity: 57200 - PARKS							
Department: 50 - PUBLIC WORKS							
001-50-57200-1210	SALARIES	118,320.00	118,320.00	6,392.85	6,392.85	6,392.85	111,927.15
001-50-57200-1310	PART-TIME SALARIES	26,133.00	26,133.00	1,017.76	1,017.76	1,017.76	25,115.24
001-50-57200-1410	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
001-50-57200-2110	SOCIAL SECURITY TAXES	8,987.00	8,987.00	459.49	459.49	459.49	8,527.51
001-50-57200-2210	RETIREMENT	16,635.00	16,635.00	282.49	282.49	282.49	16,352.51
001-50-57200-2310	EMPLOYEE INSURANCE	40,800.00	40,800.00	3,363.96	3,363.96	3,363.96	37,436.04
001-50-57200-2410	WORKER'S COMPENSATION	8,140.00	8,140.00	846.13	846.13	846.13	7,293.87
001-50-57200-3000	MEDICARE INSURANCE	2,102.00	2,102.00	107.43	107.43	107.43	1,994.57
001-50-57200-3100	PROFESSIONAL SERVICES	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00
001-50-57200-4010	TRAVEL & PER DIEM	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
001-50-57200-4310	ELECTRICITY	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00
001-50-57200-4320	WATER	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00
001-50-57200-4330	SOLID WASTE	500.00	500.00	0.00	0.00	0.00	500.00
001-50-57200-4521	PROPERTY INSURANCE	8,450.00	8,450.00	3,963.50	3,963.50	3,963.50	4,486.50
001-50-57200-4522	VEHICLE INSURANCE	1,050.00	1,050.00	435.00	435.00	435.00	615.00
001-50-57200-4611	BUILDING R & M	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00
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	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00
001-50-57200-5110	OFFICE SUPPLIES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-57200-5210	FUEL, OIL, & LUBRICANTS	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00
001-50-57200-5231	SEASONAL DECORATIONS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
001-50-57200-5270	MACHINERY & EQUIPMENT	3,000.00	3,000.00	586.57	586.57	586.57	2,413.43
001-50-57200-5290	OPERATING SUPPLIES	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00
001-50-57200-5410	BOOKS, PUBS, SUBS & MEMBS	100.00	100.00	0.00	0.00	0.00	100.00
001-50-57200-5741	COMMUNITY EVENTS	15,000.00	15,000.00	0.00	0.00	1,068.88	13,931.12
001-50-57200-6310	INFRASTRUCTURE	908,100.00	908,100.00	13,306.00	13,306.00	50,400.82	857,699.18
001-50-57200-6410	MACHINERY & EQUIPMENT	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00
Department: 50 - PUBLIC WORKS Total:		1,346,817.00	1,346,817.00	30,761.18	30,761.18	68,924.88	1,277,892.12
Activity: 57200 - PARKS Total:		1,346,817.00	1,346,817.00	30,761.18	30,761.18	68,924.88	1,277,892.12
Activity: 58100 - INTERFUND TRANSFER							
Department: 99 - NON DEPARTMENTAL							
001-99-58100-7120	LOAN DEBT PRINCIPAL	109,496.00	109,496.00	0.00	0.00	0.00	109,496.00
001-99-58100-7220	LOAN DEBT INTEREST	200,738.00	200,738.00	0.00	0.00	0.00	200,738.00
Department: 99 - NON DEPARTMENTAL Total:		310,234.00	310,234.00	0.00	0.00	0.00	310,234.00
Activity: 58100 - INTERFUND TRANSFER Total:		310,234.00	310,234.00	0.00	0.00	0.00	310,234.00
Expense Total:		9,068,555.00	9,068,555.00	714,900.28	714,900.28	838,276.45	8,230,278.55
Fund: 001 - GENERAL FUND Surplus (Deficit):		-15,605,589.00	-15,605,589.00	-622,172.39	-622,172.39	-745,548.56	-14,860,040.44

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 10/31/2024

	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	-500,000.00	-500,000.00	0.00	0.00	0.00	-500,000.00
101-00-361100 INTEREST INCOME	-50,000.00	-50,000.00	10,201.94	10,201.94	10,201.94	-60,201.94
Department: 00 - UNDESIGNATED Total:	-550,000.00	-550,000.00	10,201.94	10,201.94	10,201.94	-560,201.94
Revenue Total:	-550,000.00	-550,000.00	10,201.94	10,201.94	10,201.94	-560,201.94

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 10/31/2024

	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	863,238.00	863,238.00	0.00	0.00	0.00	863,238.00
Department: 99 - NON DEPARTMENTAL Total:	863,238.00	863,238.00	0.00	0.00	0.00	863,238.00
Activity: 58100 - INTERFUND TRANSFER Total:	863,238.00	863,238.00	0.00	0.00	0.00	863,238.00
Expense Total:	863,238.00	863,238.00	0.00	0.00	0.00	863,238.00
Fund: 101 - DISCRETIONARY SALES SURTAX Surplus (Deficit):	-1,413,238.00	-1,413,238.00	10,201.94	10,201.94	10,201.94	-1,423,439.94

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 10/31/2024

		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	-1,281,000.00	-1,281,000.00	50,820.33	50,820.33	50,820.33	-1,331,820.33
410-00-343320	WATER UTIL - PENALTIES	-20,000.00	-20,000.00	2,934.55	2,934.55	2,934.55	-22,934.55
410-00-343340	BACKFLOW PREVENTER INSPECTION F...	-3,500.00	-3,500.00	1,450.00	1,450.00	1,450.00	-4,950.00
410-00-343351	TURN-ON & CUT-OFF FEES	-6,000.00	-6,000.00	450.00	450.00	450.00	-6,450.00
410-00-343510	SEWER UTIL REV - OPER INCOME	-1,806,000.00	-1,806,000.00	71,472.23	71,472.23	71,472.23	-1,877,472.23
410-00-343520	SEWER UTILITY PENALTIES	-20,000.00	-20,000.00	1,508.63	1,508.63	1,508.63	-21,508.63
410-00-359000	OTHER REVENUE & RETURN CHECKS	-200.00	-200.00	72.46	72.46	72.46	-272.46
410-00-361000	INTEREST AND OTHER EARNINGS	-100,000.00	-100,000.00	20,189.08	20,189.08	20,189.08	-120,189.08
410-00-369600	LEASE/RENTAL ELEVATED TANK REV	-199,000.00	-199,000.00	29,007.38	29,007.38	29,007.38	-228,007.38
410-00-369900	MISCELLANEOUS REVENUE - OTHER	0.00	0.00	14,600.00	14,600.00	14,600.00	-14,600.00
410-00-384000	REVENUE FROM OTHER SOURCES	-918,564.00	-918,564.00	0.00	0.00	0.00	-918,564.00
410-00-389200	GRANTS - FEDERAL	-373,500.00	-373,500.00	0.00	0.00	0.00	-373,500.00
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:		-5,727,764.00	-5,727,764.00	192,504.66	192,504.66	192,504.66	-5,920,268.66
Revenue Total:		-5,727,764.00	-5,727,764.00	192,504.66	192,504.66	192,504.66	-5,920,268.66

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense							
Activity: 53300 - WATER							
Department: 50 - PUBLIC WORKS							
410-50-53300-1210	SALARIES	112,553.00	112,553.00	9,220.42	9,220.42	9,220.42	103,332.58
410-50-53300-2110	SOCIAL SECURITY TAXES	6,978.00	6,978.00	620.78	620.78	620.78	6,357.22
410-50-53300-2210	RETIREMENT	15,757.00	15,757.00	716.03	716.03	716.03	15,040.97
410-50-53300-2310	EMPLOYEE INSURANCE	27,555.00	27,555.00	3,462.16	3,462.16	3,462.16	24,092.84
410-50-53300-2410	WORKER'S COMPENSATION	145.00	145.00	20.44	20.44	20.44	124.56
410-50-53300-3000	MEDICARE INSURANCE	1,632.00	1,632.00	145.20	145.20	145.20	1,486.80
410-50-53300-3100	PROFESSIONAL SERVICES	148,543.00	148,543.00	0.00	0.00	148,879.61	-336.61
410-50-53300-3150	ENGINEERING, CONSULTING SERVICES	15,000.00	15,000.00	0.00	0.00	3,379.37	11,620.63
410-50-53300-3210	ACCOUNTING AND AUDITING	11,700.00	11,700.00	0.00	0.00	0.00	11,700.00
410-50-53300-3405	CONTRACT FOR SERVICES	850,000.00	850,000.00	70,348.48	70,348.48	70,348.48	779,651.52
410-50-53300-4010	TRAVEL & PER DIEM	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
410-50-53300-4100	POSTAGE & SHIPPING	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00
410-50-53300-4110	TELEPHONE & INTERNET	6,200.00	6,200.00	200.88	200.88	200.88	5,999.12
410-50-53300-4310	ELECTRICITY	0.00	0.00	1.00	1.00	1.00	-1.00
410-50-53300-4521	PROPERTY INSURANCE	35,250.00	35,250.00	16,342.00	16,342.00	16,342.00	18,908.00
410-50-53300-4613	GROUNDS MAINTENANCE	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00
410-50-53300-4617	WATER SYSTEMS MAINTENANCE	80,600.00	80,600.00	4,380.00	4,380.00	5,540.00	75,060.00
410-50-53300-4644	ELEVATED TANKS MAINTENANCE CO...	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00
410-50-53300-4650	COMPUTER OPERATIONS AND MAINT...	24,130.00	24,130.00	0.00	0.00	0.00	24,130.00
410-50-53300-4710	PRINTING & BINDING	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00
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	35.71	35.71	480.00	1,020.00
410-50-53300-4915	CREDIT CARD PROCESSING FEES	23,000.00	23,000.00	1,178.27	1,178.27	1,178.27	21,821.73
410-50-53300-4930	TRAINING	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
410-50-53300-5270	MACHINERY & EQUIPMENT	50,000.00	50,000.00	0.00	0.00	2,425.00	47,575.00
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	1,500.00	1,500.00	199.00	199.00	199.00	1,301.00
410-50-53300-6210	BUILDINGS	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00
410-50-53300-6310	INFRASTRUCTURE	1,041,150.00	1,041,150.00	0.00	0.00	41,985.00	999,165.00
410-50-53300-6410	MACHINERY & EQUIPMENT	88,000.00	88,000.00	0.00	0.00	0.00	88,000.00
Department: 50 - PUBLIC WORKS Total:		2,660,693.00	2,660,693.00	106,870.37	106,870.37	305,143.64	2,355,549.36
Activity: 53300 - WATER Total:		2,660,693.00	2,660,693.00	106,870.37	106,870.37	305,143.64	2,355,549.36
Activity: 53500 - SEWER							
Department: 50 - PUBLIC WORKS							
410-50-53500-1210	SALARIES	112,553.00	112,553.00	9,220.36	9,220.36	9,220.36	103,332.64
410-50-53500-2110	SOCIAL SECURITY TAXES	6,978.00	6,978.00	620.63	620.63	620.63	6,357.37
410-50-53500-2210	RETIREMENT	15,757.00	15,757.00	715.84	715.84	715.84	15,041.16
410-50-53500-2310	EMPLOYEE INSURANCE	27,555.00	27,555.00	3,462.16	3,462.16	3,462.16	24,092.84
410-50-53500-2410	WORKER'S COMPENSATION	145.00	145.00	20.44	20.44	20.44	124.56
410-50-53500-3000	MEDICARE INSURANCE	1,632.00	1,632.00	145.10	145.10	145.10	1,486.90
410-50-53500-3150	ENGINEERING, CONSULT. SERVICES & ...	15,000.00	15,000.00	3,840.00	3,840.00	17,929.38	-2,929.38
410-50-53500-3210	ACCOUNTING AND AUDITING	11,700.00	11,700.00	0.00	0.00	0.00	11,700.00
410-50-53500-3405	CONTRACT FOR SERVICES	850,000.00	850,000.00	70,348.49	70,348.49	70,348.49	779,651.51
410-50-53500-4010	TRAVEL & PER DIEM	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
410-50-53500-4100	POSTAGE & SHIPPING	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00
410-50-53500-4110	TELEPHONE & INTERNET	3,800.00	3,800.00	200.88	200.88	200.88	3,599.12
410-50-53500-4320	WATER	37,000.00	37,000.00	0.00	0.00	0.00	37,000.00
410-50-53500-4400	SPRAYFIELD RENTAL	14,215.00	14,215.00	7,000.00	7,000.00	7,000.00	7,215.00
410-50-53500-4521	PROPERTY INSURANCE	39,100.00	39,100.00	18,654.00	18,654.00	18,654.00	20,446.00
410-50-53500-4611	BUILDING R & M	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00
410-50-53500-4618	SEWER SYSTEMS MAINTENANCE	87,500.00	87,500.00	10,220.00	10,220.00	10,220.00	77,280.00
410-50-53500-4650	COMPUTER OPERATIONS AND MAINT...	24,130.00	24,130.00	0.00	0.00	0.00	24,130.00
410-50-53500-4710	PRINTING & BINDING	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
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	164.20	164.20	650.29	1,349.71
410-50-53500-4915	CREDIT CARD PROCESSING FEES	23,000.00	23,000.00	1,178.28	1,178.28	1,178.28	21,821.72

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 10/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
410-50-53500-4930	TRAINING	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
410-50-53500-4990	Bad Debt Expense Sewer	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
410-50-53500-5290	OPERATING SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00
410-50-53500-5410	BOOKS, PUBS, SUBS & MEMBS	1,500.00	1,500.00	199.00	199.00	199.00	1,301.00
410-50-53500-6310	INFRASTRUCTURE	1,284,789.00	1,284,789.00	0.00	0.00	152.76	1,284,636.24
410-50-53500-6410	MACHINERY & EQUIPMENT	136,000.00	136,000.00	0.00	0.00	2,481.22	133,518.78
Department: 50 - PUBLIC WORKS Total:		2,716,354.00	2,716,354.00	125,989.38	125,989.38	143,198.83	2,573,155.17
Activity: 53500 - SEWER Total:		2,716,354.00	2,716,354.00	125,989.38	125,989.38	143,198.83	2,573,155.17
Activity: 58100 - INTERFUND TRANSFER							
Department: 99 - NON DEPARTMENTAL							
410-99-58100-7120	SRF - LOAN PRINCIPAL	138,000.00	138,000.00	0.00	0.00	0.00	138,000.00
410-99-58100-7220	SRF LOAN INTEREST	9,800.00	9,800.00	0.00	0.00	0.00	9,800.00
410-99-58100-9001	INTERFUND TRANSFER	79,854.00	79,854.00	0.00	0.00	0.00	79,854.00
Department: 99 - NON DEPARTMENTAL Total:		227,654.00	227,654.00	0.00	0.00	0.00	227,654.00
Activity: 58100 - INTERFUND TRANSFER Total:		227,654.00	227,654.00	0.00	0.00	0.00	227,654.00
Expense Total:		5,604,701.00	5,604,701.00	232,859.75	232,859.75	448,342.47	5,156,358.53
Fund: 410 - WATER/SEWER FUND Surplus (Deficit):		-11,332,465.00	-11,332,465.00	-40,355.09	-40,355.09	-255,837.81	-11,076,627.19
Report Surplus (Deficit):		-28,351,292.00	-28,351,292.00	-652,325.54	-652,325.54	-991,184.43	

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	-6,537,034.00	-6,537,034.00	92,727.89	92,727.89	92,727.89	-6,629,761.89
Revenue Total:	-6,537,034.00	-6,537,034.00	92,727.89	92,727.89	92,727.89	-6,629,761.89

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 10/31/2024

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	67,247.00	67,247.00	2,933.71	2,933.71	6,796.48	60,450.52
Activity: 51100 - LEGISLATIVE Total:	67,247.00	67,247.00	2,933.71	2,933.71	6,796.48	60,450.52
Activity: 51200 - EXECUTIVE						
12 - CITY MANAGER	254,364.00	254,364.00	20,585.87	20,585.87	20,772.33	233,591.67
Activity: 51200 - EXECUTIVE Total:	254,364.00	254,364.00	20,585.87	20,585.87	20,772.33	233,591.67
Activity: 51300 - FINANCE						
13 - ADMINISTRATIVE SERVICES	134,534.00	134,534.00	7,951.76	7,951.76	7,951.76	126,582.24
Activity: 51300 - FINANCE Total:	134,534.00	134,534.00	7,951.76	7,951.76	7,951.76	126,582.24
Activity: 51310 - HUMAN RESOURCES						
13 - ADMINISTRATIVE SERVICES	83,080.00	83,080.00	2,592.87	2,592.87	10,087.87	72,992.13
Activity: 51310 - HUMAN RESOURCES Total:	83,080.00	83,080.00	2,592.87	2,592.87	10,087.87	72,992.13
Activity: 51400 - LEGAL						
14 - CITY ATTORNEY	65,000.00	65,000.00	717.50	717.50	717.50	64,282.50
Activity: 51400 - LEGAL Total:	65,000.00	65,000.00	717.50	717.50	717.50	64,282.50
Activity: 51500 - PLANNING AND ZONING						
30 - COMMUNITY DEVELOPMENT	241,557.00	241,557.00	12,232.97	12,232.97	12,232.97	229,324.03
Activity: 51500 - PLANNING AND ZONING Total:	241,557.00	241,557.00	12,232.97	12,232.97	12,232.97	229,324.03
Activity: 51600 - NON-COURT INFORMATION SYSTEMS						
16 - CITY CLERK	126,944.00	126,944.00	9,779.29	9,779.29	10,931.88	116,012.12
Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:	126,944.00	126,944.00	9,779.29	9,779.29	10,931.88	116,012.12
Activity: 51610 - INFORMATION TECHNOLOGY						
13 - ADMINISTRATIVE SERVICES	184,304.00	184,304.00	4,933.64	4,933.64	6,984.41	177,319.59
Activity: 51610 - INFORMATION TECHNOLOGY Total:	184,304.00	184,304.00	4,933.64	4,933.64	6,984.41	177,319.59
Activity: 51900 - GENERAL GOVERNMENT						
99 - NON DEPARTMENTAL	66,040.00	66,040.00	249,043.77	249,043.77	249,357.22	-183,317.22
Activity: 51900 - GENERAL GOVERNMENT Total:	66,040.00	66,040.00	249,043.77	249,043.77	249,357.22	-183,317.22
Activity: 51910 - FACILITIES						
50 - PUBLIC WORKS	1,058,044.00	1,058,044.00	22,439.02	22,439.02	67,477.17	990,566.83
Activity: 51910 - FACILITIES Total:	1,058,044.00	1,058,044.00	22,439.02	22,439.02	67,477.17	990,566.83
Activity: 52100 - LAW ENFORCEMENT						
20 - PUBLIC SAFETY	310,788.00	310,788.00	24,927.42	24,927.42	24,927.42	285,860.58
Activity: 52100 - LAW ENFORCEMENT Total:	310,788.00	310,788.00	24,927.42	24,927.42	24,927.42	285,860.58
Activity: 52200 - FIRE						
20 - PUBLIC SAFETY	1,147,687.00	1,147,687.00	0.00	0.00	0.00	1,147,687.00
Activity: 52200 - FIRE Total:	1,147,687.00	1,147,687.00	0.00	0.00	0.00	1,147,687.00
Activity: 52400 - CODE COMPLIANCE						
30 - COMMUNITY DEVELOPMENT	90,817.00	90,817.00	7,693.22	7,693.22	7,693.22	83,123.78
Activity: 52400 - CODE COMPLIANCE Total:	90,817.00	90,817.00	7,693.22	7,693.22	7,693.22	83,123.78
Activity: 52410 - BUILDING						
30 - COMMUNITY DEVELOPMENT	153,657.00	153,657.00	6,164.44	6,164.44	6,164.44	147,492.56
Activity: 52410 - BUILDING Total:	153,657.00	153,657.00	6,164.44	6,164.44	6,164.44	147,492.56
Activity: 53800 - STORMWATER						
50 - PUBLIC WORKS	1,286,749.00	1,286,749.00	14,675.75	14,675.75	34,572.87	1,252,176.13
Activity: 53800 - STORMWATER Total:	1,286,749.00	1,286,749.00	14,675.75	14,675.75	34,572.87	1,252,176.13
Activity: 54100 - STREETS						
50 - PUBLIC WORKS	1,626,959.00	1,626,959.00	248,343.44	248,343.44	253,559.60	1,373,399.40
Activity: 54100 - STREETS Total:	1,626,959.00	1,626,959.00	248,343.44	248,343.44	253,559.60	1,373,399.40
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
Activity: 57100 - LIBRARY						
71 - LIBRARY	508,733.00	508,733.00	49,124.43	49,124.43	49,124.43	459,608.57

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 10/31/2024

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Activity: 57100 - LIBRARY Total:	508,733.00	508,733.00	49,124.43	49,124.43	49,124.43	459,608.57
Activity: 57200 - PARKS						
50 - PUBLIC WORKS	1,346,817.00	1,346,817.00	30,761.18	30,761.18	68,924.88	1,277,892.12
Activity: 57200 - PARKS Total:	1,346,817.00	1,346,817.00	30,761.18	30,761.18	68,924.88	1,277,892.12
Activity: 58100 - INTERFUND TRANSFER						
99 - NON DEPARTMENTAL	310,234.00	310,234.00	0.00	0.00	0.00	310,234.00
Activity: 58100 - INTERFUND TRANSFER Total:	310,234.00	310,234.00	0.00	0.00	0.00	310,234.00
Expense Total:	9,068,555.00	9,068,555.00	714,900.28	714,900.28	838,276.45	8,230,278.55
Fund: 001 - GENERAL FUND Surplus (Deficit):	-15,605,589.00	-15,605,589.00	-622,172.39	-622,172.39	-745,548.56	-14,860,040.44

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 10/31/2024

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 101 - DISCRETIONARY SALES SURTAX						
Revenue						
00 - UNDESIGNATED	-550,000.00	-550,000.00	10,201.94	10,201.94	10,201.94	-560,201.94
Revenue Total:	-550,000.00	-550,000.00	10,201.94	10,201.94	10,201.94	-560,201.94

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 10/31/2024

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 58100 - INTERFUND TRANSFER						
99 - NON DEPARTMENTAL	863,238.00	863,238.00	0.00	0.00	0.00	863,238.00
Activity: 58100 - INTERFUND TRANSFER Total:	863,238.00	863,238.00	0.00	0.00	0.00	863,238.00
Expense Total:	863,238.00	863,238.00	0.00	0.00	0.00	863,238.00
Fund: 101 - DISCRETIONARY SALES SURTAX Surplus (Deficit):	-1,413,238.00	-1,413,238.00	10,201.94	10,201.94	10,201.94	-1,423,439.94

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 10/31/2024

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 410 - WATER/SEWER FUND						
Revenue						
00 - UNDESIGNATED	-5,727,764.00	-5,727,764.00	192,504.66	192,504.66	192,504.66	-5,920,268.66
Revenue Total:	-5,727,764.00	-5,727,764.00	192,504.66	192,504.66	192,504.66	-5,920,268.66

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 10/31/2024

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 53300 - WATER						
50 - PUBLIC WORKS	2,660,693.00	2,660,693.00	106,870.37	106,870.37	305,143.64	2,355,549.36
Activity: 53300 - WATER Total:	2,660,693.00	2,660,693.00	106,870.37	106,870.37	305,143.64	2,355,549.36
Activity: 53500 - SEWER						
50 - PUBLIC WORKS	2,716,354.00	2,716,354.00	125,989.38	125,989.38	143,198.83	2,573,155.17
Activity: 53500 - SEWER Total:	2,716,354.00	2,716,354.00	125,989.38	125,989.38	143,198.83	2,573,155.17
Activity: 58100 - INTERFUND TRANSFER						
99 - NON DEPARTMENTAL	227,654.00	227,654.00	0.00	0.00	0.00	227,654.00
Activity: 58100 - INTERFUND TRANSFER Total:	227,654.00	227,654.00	0.00	0.00	0.00	227,654.00
Expense Total:	5,604,701.00	5,604,701.00	232,859.75	232,859.75	448,342.47	5,156,358.53
Fund: 410 - WATER/SEWER FUND Surplus (Deficit):	-11,332,465.00	-11,332,465.00	-40,355.09	-40,355.09	-255,837.81	-11,076,627.19
Total Surplus (Deficit):	-28,351,292.00	-28,351,292.00	-652,325.54	-652,325.54	-991,184.43	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001 - GENERAL FUND	-15,605,589.00	-15,605,589.00	-622,172.39	-622,172.39	-745,548.56	-14,860,040.44
101 - DISCRETIONARY SALES ...	-1,413,238.00	-1,413,238.00	10,201.94	10,201.94	10,201.94	-1,423,439.94
410 - WATER/SEWER FUND	-11,332,465.00	-11,332,465.00	-40,355.09	-40,355.09	-255,837.81	-11,076,627.19
Total Surplus (Deficit):	-28,351,292.00	-28,351,292.00	-652,325.54	-652,325.54	-991,184.43	

Mary Esther Public Works Report November 2024

Current and Completed Projects:

1. Crews removed the remaining equipment and concrete in Azalea Park and installed dirt, geotextile, and base material completing all trails. We still lack compacting, installation of rubber material which is on back order, and backfilling.
2. Recruited volunteers for The Day of Service in Azalea Park and bought plants, city crews, including Community Development Director placed plants in planting zones.
3. 60 Volunteers came to the Day of Service and received hands-on training from Sheila Dunning with the Florida Extension Service on how to plant the various species and gave great information about the plants. Volunteers successfully planted over 1,000 trees, shrubs, and flowers in 4 hours. The city supplied Hotdogs, water, chips, and a snack. The Ocean City Fire Department supplied water and helped to fill buckets to water each plant. The Sheriff's Department patrolled the area leading into the planting with plants placed out on Thursday for a Saturday planting, but none were damaged or stolen.
4. Worked with the City Manager to research and find a Sleigh for the Tree Lighting.
5. Began Sweeping City Streets with the new Sweeper and newly trained operator completing areas along east side of Hollywood.
6. Formed and pouring the remaining sections of Brian Circle sidewalk connection and starting back on replacing old sidewalks and fixing utility breaks in sidewalks.
7. Conducted an experiment with the Vacuum Trailer to clean part of the ditch it could reach on Elliot Park. Develop plans to clean the remaining ditch in December and January depending on weather.
8. Held preconstruction meeting for Ray's Pond.
9. Worked on contract documents for RFP for Water and Sewer Facility Operations and Maintenance.
10. Hired and began Training David Hoover the New Park Superintendent.
11. Worked on Piggyback Agreement for the Fort Walton Beach Paving Contract.
12. Completed patching through contract the larger utility cuts throughout the City of Mary Esther.
13. Started removal of Shrubs on Mary Esther Boulevard.
14. Installed wetting agent on the Library Field
15. Pelican Art at the Library.
16. Worked in City Parks
17. Completed Parade Preparations and Take Down.
18. Completed some sign installation.
19. Held Prebid conference on the City Hall Adaptive Reuse.
20. Completed mapping all sidewalks and Trails.
21. Put out fliers and worked with resident concerns in Springdale.
22. Developed Spray/Squeegee Bid and reviewed.
23. Worked on Surplus Property List for approval.

24. Held kickoff meeting for Parks and Greenways Master Plan and began gathering requested data.
25. Treated parks for Fire ants

Upcoming Project

1. Complete any crack sealing missed.
2. Install rubber walkway at Azalea and backfill.
3. Continued patching with an infrared asphalt heater which will remove joints around patches.
4. Complete Ditch Clean out at Elliot Park
5. Install Ditches on Elliot Road between Hollywood and Brian Circle.
6. Install all Christmas Decoration and Prepare for Tree Lighting.
7. Purchase GPS unit Begin Mapping Stormwater System
8. Rent a walk behind Mulcher and clean various ditches and ponds.

Mary Esther Public Library Report for Council

December 4, 2024

Library Usage:

Month/Year	Circulation	Digital Circulation	Library Visits	Registered Users	PC Use	Wifi logins
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	4003	1058	2434	2683	238	138
Sep-24	3320	1037	2156	2655	306	117
Oct-24	3463	965	2990	2682	323	133

Library Programs and Classes

Trunk or Treat was a wild success, and the community loved it. More than 500 individuals participated.



Murder Mystery Party, “Bullets and Brie”

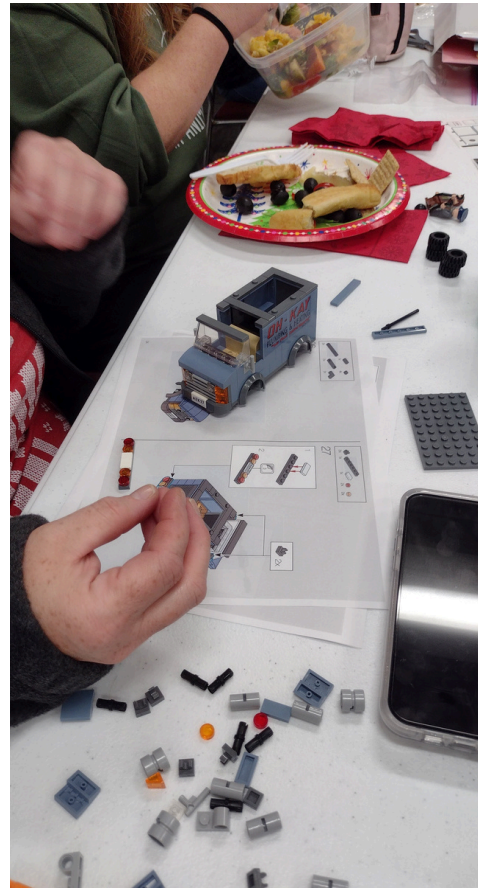
Back by popular demand, the second edition of our *Murder Mystery Party, “Bullets and Brie”* was a thrilling good time. There was a waitlist to attend and the event was at capacity. This interactive adult program caused such a stir that Jessica Cheek and Theresa Dennis were asked to share the experience with other libraries in the county and in fact, the Okaloosa County Library Cooperative has decided to invest in murder mystery party kits for its Library of Things collection (shared by all staff within the cooperative’s libraries).



Hocus Pocus Adult LEGO event

The Hocus Pocus Adult LEGO event brought a great crowd, as this was the second year utilizing the build set purchased by our wonderful Friends group. The event had a waitlist and wonderful attendance.





Bat Week

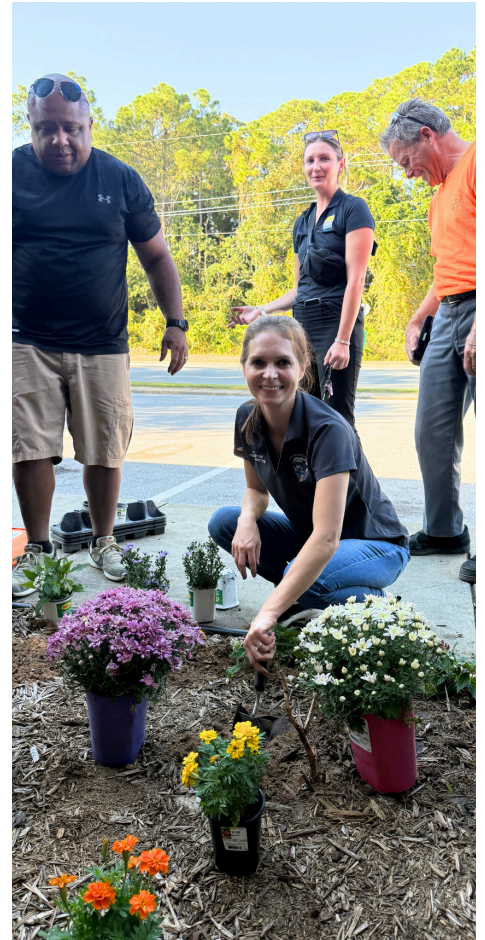


This was the third year for us to celebrate this international educational week! At least 56 patrons joined the library's scavenger hunt, seeking and finding native bat species of Florida, and 108 patrons enjoyed game sheets from the Florida Fish and Wildlife Conservation Commission.



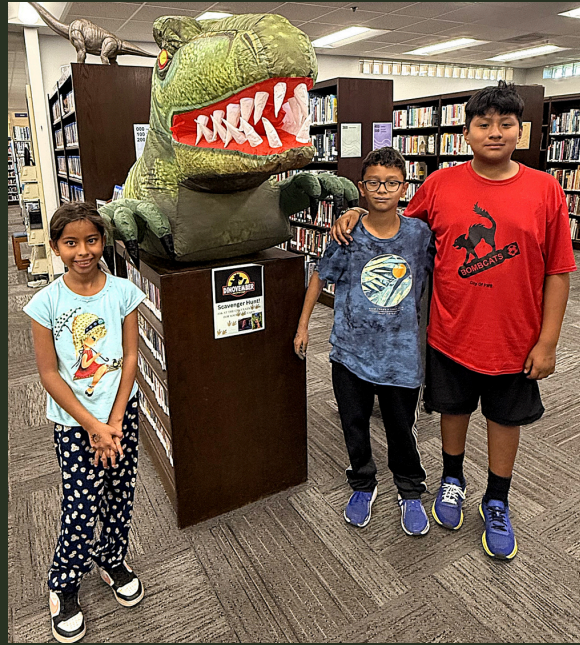
THE CITY OF MARY ESTHER'S BEAUTIFICATION PROJECT MADE THE LIBRARY LOOK AMAZING!

*Thanks to our city colleagues
for participating in the planting!*

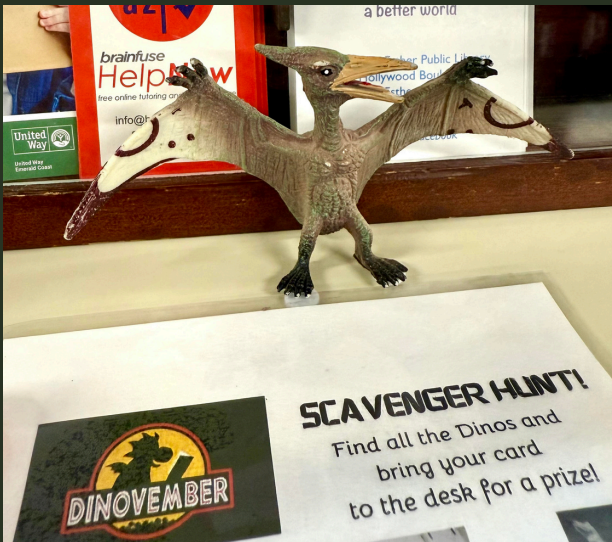


It's been a *DINO*ember to Remember

The DINOvember Scavenger Hunt has been bigger than an asteroid hit (more than 50 patrons had participated by the middle of the month). Our resident Book-a-saurus Rex named Tina paid us a visit to the delight of staff and patrons!



DinoVEMBER

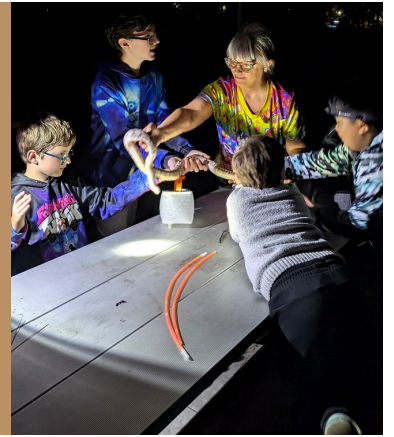


Night Walk at Oak Tree Nature Park with Nonie



Our Friends of the Library sponsored two night walks at Oak Tree Nature Park with Nonie, a local environmental educator.

The family walk was waitlisted for weeks, and we had 39 attendees between the two events!



OCPLC Governing Board

The last Governing Board meeting of the year was October 23. Meetings will resume in January 2025. Cmr. Bernie Oder is Mary Esther's Governing Board Representative. Cmr. Richard Lawson is the alternate.

Upcoming Events

Our second annual Home Alone Adult LEGO Night will take place on December 4th!

Library staff are thrilled to participate in the City's Christmas Tree Lighting event on December 7th! We will have a craft and fun for the children and families in our community. Join us from 4pm-6pm

Our Not-So-Spooky Christmas party on Friday the 13th will feature a visit from Santa Jack, crafts, themed snacks, games and the Inaugural city-sponsored outdoor movie screening of *A Nightmare Before Christmas*.



Ocean City-Wright Fire Control District

November 21st, 2024

TO: Honorable Mayor and Council Members, City of Mary Esther
RE: Monthly Report, Fire Department, October 18th, 2024 – November 21st, 2024

Mayor and Council Members,

Moving into the holiday season means increased traffic and cooler temperatures, resulting in more activity for our crews on fire trucks. These men and women will miss several of the holiday gatherings and meals we all love to ensure the citizens of Mary Esther have rescuers ready to respond to their needs. I would do them a disservice not to highlight and honor that sacrifice.

As you may know, we restructured our chief officer staff starting in October. These exciting changes will enhance our capabilities in several ways. First, we promoted our previous Division Chief, Blake Good, to Deputy Chief of Administration. As part of this new role, he will become the department's Training Officer, coordinating all department training, including emergency medical care, firefighting, technical rescue (USAR), human resources, and professional development. This was a need identified during our accreditation process, and being focused on continuous improvement, we jumped on it as quickly as possible. Next, we promoted previous Engineer Lincoln Williams to Assistant Chief. This is a new position that includes the duties of the district's Accreditation Manager. Much of his responsibility is to continuously analyze department data metrics to ensure we are meeting our target objectives on things such as response times. Finally, we added the rank of Division Chief to our Fire Marshal Jennifer Arne. This was simply a more appropriate designation for her role, as she oversees our Inspections and Protection Division. That being said, she is the first female chief officer in the history of our organization, and I am incredibly proud of her. I'm confident these changes will improve administrative and operational efficiency and performance.

Over the past month, our HR Professional, Jennifer Rimes, and a hiring committee made of personnel from every rank within the organization have conducted interviews and physical ability testing for numerous employment candidates, and we have made offers to five of them. Their starting dates will be staggered over the next month as some are still completing the fire academy at NWFSC and will still need to complete our department physicals before starting. This was a great turnout because recruiting has been a nationwide struggle for the fire service over the previous several years.

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

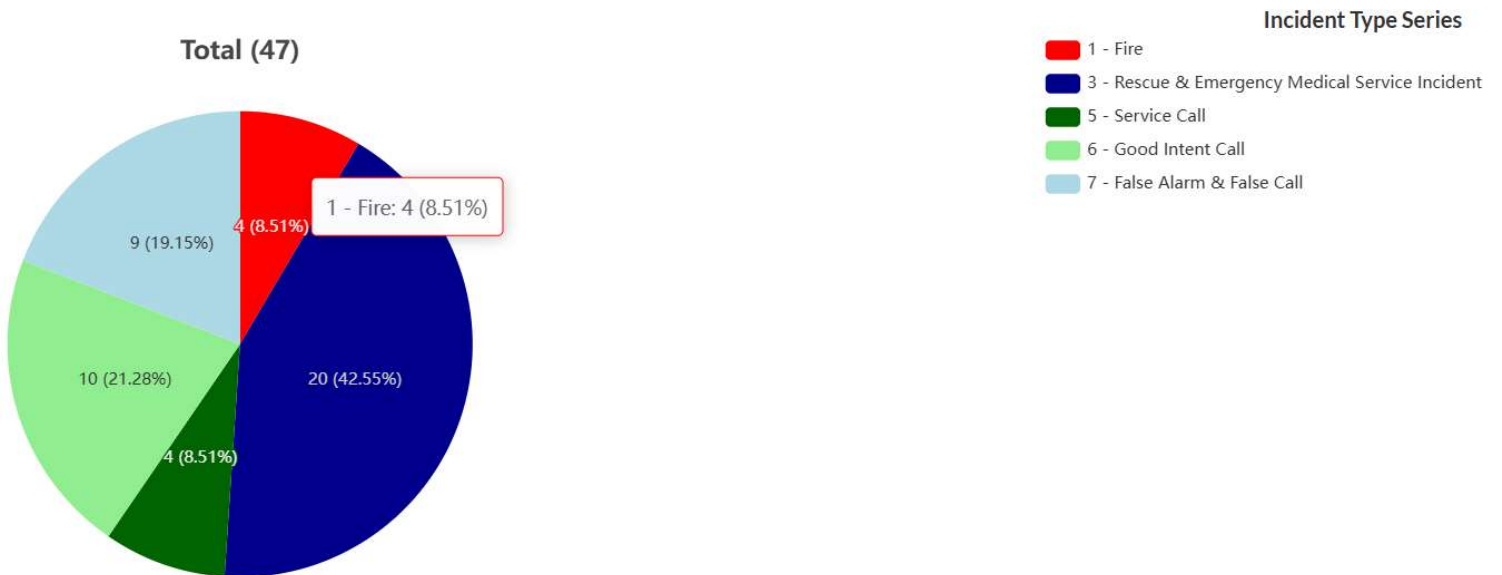
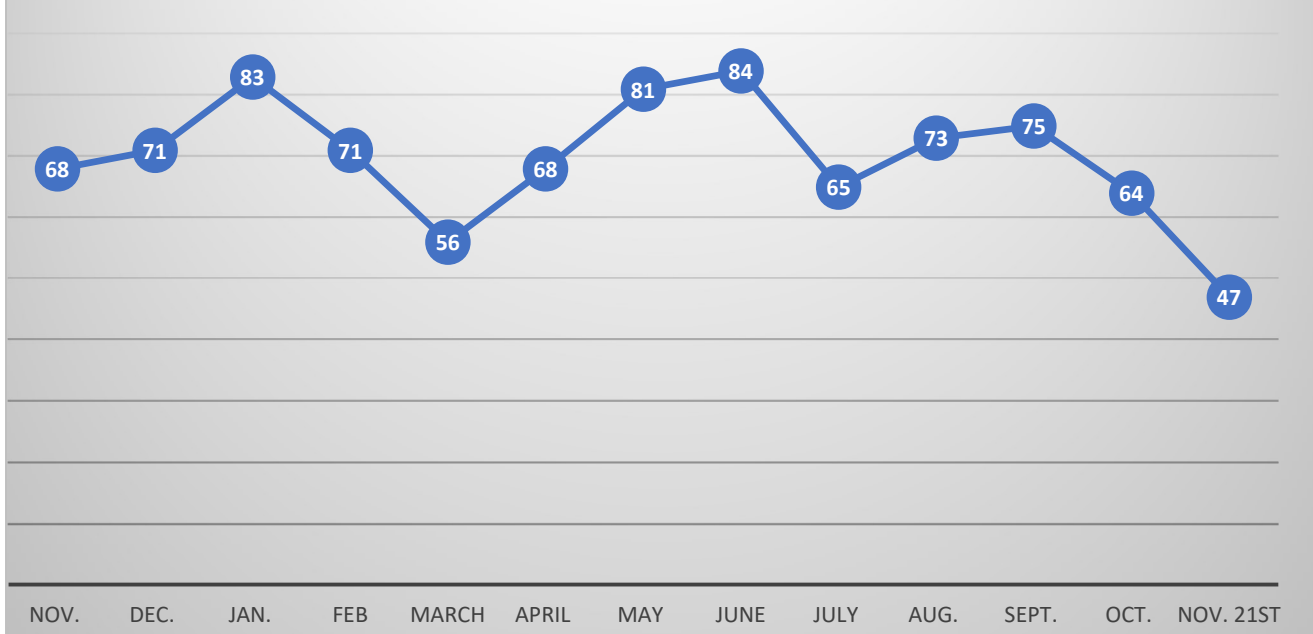
During this reporting period, our Inspections and Prevention Division completed nine annual inspections, one new business inspection, six re-inspections, one special event inspection, and two food truck inspections. Engine 11 has been in the shop for oil leak repairs for over a week; however, between it and our reserve apparatus, Engine 11-1, Station 11, has responded to 47 calls for service.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jeff Wagner", with a long horizontal flourish extending to the right.

Jeff Wagner, Fire Chief

Station 11 Call Volume - Monthly from November 2023 - November 21st 2024



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

COMMUNITY DEVELOPMENT DEPARTMENT
Monthly Activity Report

Reporting Period
October 16, 2024 – November 22, 2024

Code Enforcement

Activities			
Opened Cases	12	Inspection	15
Agency Assist	2	Consultations	10
Verbal Warning	1	Advisements On Codes to Citizens	10
Notice of violations	5	Courtesy Notice	7
Permission to Trespass	4	Closed Cases	2

Permitting

Permit Type	
Fence	1
signs	3
Driveway	1
Swimming Pool	1
Patio	1
Tree Removal	3
Demolition	1
Inspections	2
Cell Tower equipment	1

* Code Compliance staff is working closely with OCSO to identify properties which have vagrant activity and camps. There have been collaborative efforts for cleanup and issuance of permission to trespass notices for properties that are non-compliant.

Development Review

Application Type	
Pre-Application	3
Rezone/FLUM	0
Variance	1
Subdivision	0
Site Plan	1
Conditional Use	0
Lot Split/Combination	1

- Staff complete pre-applications for 4 Lane Dr, 510 Mary Esther Blvd, and 161 Miracle Strip
- Staff have completed proposed regulations for Public Sleeping and Camping and will present to Council for feedback
- Staff continues to work with ECRC to develop the Comp. Plan

City of Mary Esther

October 2024 Monthly Report



Prepared by:

Jacobs

November 22, 2024

Trunk or
Treat

OCTOBER 2024



Mike & the
Oxidation Ditch

Table of Contents

1. Executive Summary.....2

1.1 Wild Cats O&M Team 2

Table 1.0 Personal and Certification 2

1.2 Special Projects 3

1.3 Safety 3

2. Operations4

2.1 Water Production & Distribution 4

Table 2.0 Meter Reading Monthly Summary 4

2.2 Collections and Wastewater Treatment 4

3. Maintenance6

3.1 Preventive Maintenance 6

3.2 City Work Order Requests and Call Outs..... 6

3.3 Corrective Maintenance 6

3.4 Capital Improvement Projects (CIP) 6

Appendix A: Water Production Summary7

Appendix B: Reuse Water Monthly Summary8

Appendix C: Biosolids Monthly Summary Report.....9

Appendix D: Completed Work Order Report 1

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 of 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 Drinking Water, and Backflow Prevention Tester Certified
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
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 Tester Certified
Maxwell Boone	Distribution Systems Operator	Class 3 Distribution Systems Operator and Backflow Prevention Tester Certified

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 **1,196 accident-free days**.

2. Operations

2.1 Water Production & Distribution

The system produced 13,792,000 million gallons (MG) of water this month with an average daily flow rate of 444,933 gallons per day. The monthly amount of water production is summarized and presented in Appendix A. The monthly regulatory reports were submitted on 10/07/2024 to FDEP.

2.1.1 Meter Reading

There are 2,111 meters to read during the month, this month 25 rereads were required. Our average meter reading accuracy is 98.8%.

Table 2.0 Meter Reading Monthly Summary

Meter Reading Monthly Summary

Month	Total Meters #	Meter Rereads #	Meter Reading Accuracy %
Oct '24	2,111	25	98.8
Sep '24	2,111	8	99.6
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
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 15 million gallons (MG) of influent water with an average daily flow rate of .60 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 10/03/24.

2.2.1

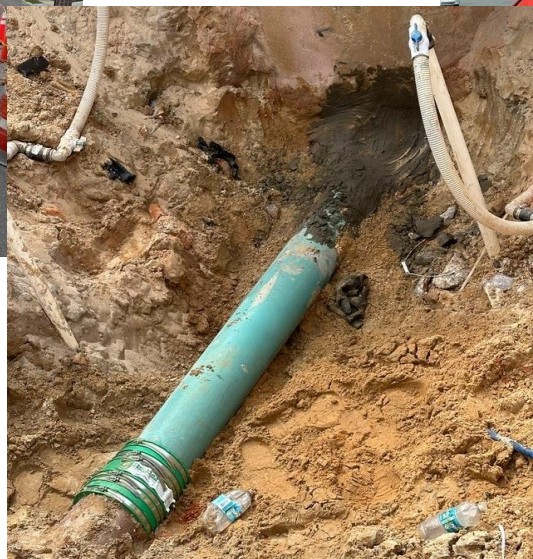
Biosolids Management

During the month, drying beds 1-3 were used for dewatering the aerobically digested sludge. The biosolids removed from the beds contained **2%** solids. This month, GreenSouth Solutions hauled approximately 0.09 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

10/18/24 – North St/Mary Esther – Sewer Line Repair



10/08/24 – 170 Elliot – Water Line Repair



3. Maintenance

3.1 Preventive Maintenance

During the month, staff completed preventative maintenance actions on required equipment.

3.2 City Work Order Requests and Call Outs

There were 253 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 to the shop for repair. Repair quotes have been received and we are awaiting approval from the City. 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 – Nothing currently

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
Oct '24		9,551,000	579,000	3,645,000	13.8	0.444
Sep '24		394,000	3,888,000	8,958,000	13.2	0.441
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		498,741,000	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		501,309,000	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
Minimum		0	579,000	3,645,000	11.5	0.384
Maximum		501,309,000	7,552,000	10,456,000	510.6	17.021
Average		77,784,077	4,139,000	7,861,000	51.2	1.704
Annual Total		1,011,193,000	49,215,000	94,233,000	653	21.742

* 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
Oct '24	1.3	15.652	0.603	343	1,457	181	754
Sep '24	12.5	19.183	0.637	287	1,472	173	958
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

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
Oct '24	10,590	2.0	0.09	10,590	2.0	0.09	10,590	2.0	0.09	0.3
Sep '24										
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
Annual Total	135,905	164.3	8.00	155,320	181.1	9.15	112,960	146.2	7.044	24.2
Annual Average	16,988	20.6	1.00	17,258	20.1	1.02	16,137	20.9	1.006	2.7

Total Calls for Service	537
Day Shift	352
Night Shift	185

Priority 1 Calls	147
calls under 5 minutes	123
calls under 6 minutes	128
calls over 6 minutes	19

Property Crimes	
Burglary	1
Larceny-Theft	2
Motor Vehicle Theft	0
Arson	0
Criminal Mischief	1

Violent Crime	
Murder	0
Forcible Rape	0
Robbery	2
Aggravated Assault	1

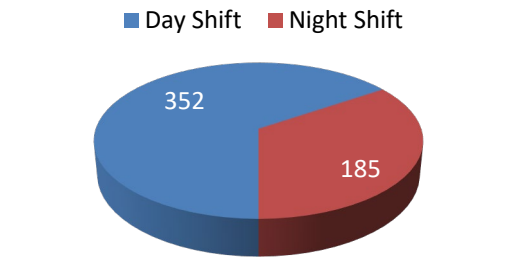
Traffic Violations-stops	94
Arrest-traffic	6
Citation-traffic	22
Warning-traffic	58
DUI--traffic	2

Marine Violations	0
Marine Citations	0
Marine Warnings	0
Marine Crashes	0

Traffic Crash	32
Traffic crash w/injuries	5
Traffic crash w/o injuries	27
Traffic Crash-Fatal	0

City Ord. Violations	1
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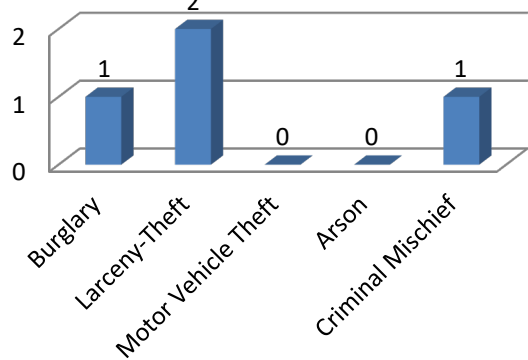
Total Calls for Service



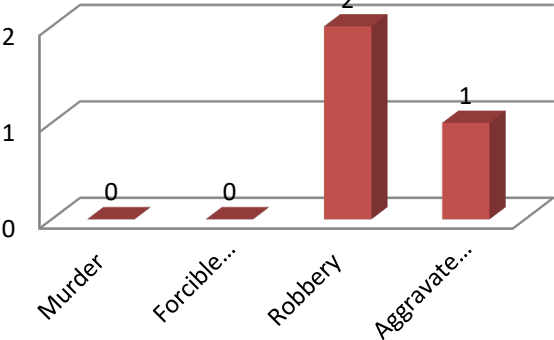
Total Priority One Calls



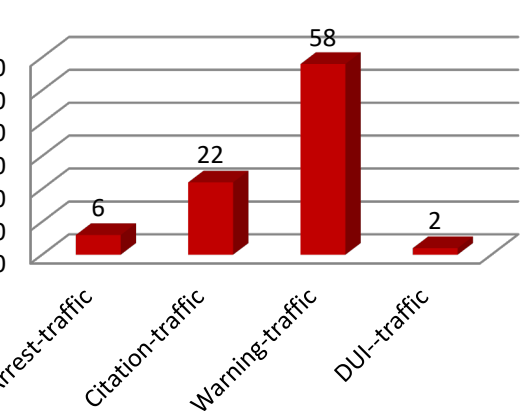
Property Crimes



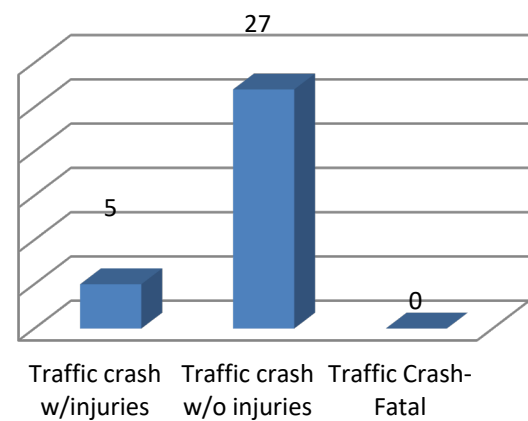
Violent Crime



Traffic Stop Data



Traffic Crashes



Distressed Swimmers	0
Drownings	0



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

November 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

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

CITY STAFF PRESENT

Jared Cobb, City Manager
Hayward Dykes, City Attorney

Dillon Morris, City Clerk
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 Fire Chief, gave the invocation.

2. CALL TO ORDER

Mayor Stein called the meeting to order 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. Mayor Stein called for a motion to allow Councilmember Carter to participate virtually. Councilmember Coxwell initiated, 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

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 Lawson. The motion passed 5-0.

RESULT:	(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

6. SPECIAL PRESENTATIONS

6.1. World Day of Remembrance for Road Traffic Victims Proclamation

Mayor Stein read the proclamation to declare November 17th, 2024, as "World Day of Remembrance for Road Traffic Victims" in Mary Esther. After, Mayor Stein asked for a motion to sign the proclamation. Councilmember Coxwell initiated the motion, seconded by Mayor Pro Tem Sutton. The motion passed 5-0.

RESULT:	(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

Citizen McLemore, Brian Circle, took the podium and spoke about Okaloosa County traffic victims and the upcoming World Day of Remembrance.

6.2. Epilepsy Awareness Month Proclamation

Mayor Stein read the proclamation to declare November 2024 as "Epilepsy Awareness Month" in Mary Esther. After, Mayor Stein asked for a motion to sign the proclamation. 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

6.3. Government Week Essay Contest Awards

The city hosted an essay contest for City Government Week. Mayor Stein read the winning essay. The city awarded Camille Kafferlin with a certificate of appreciation for her essay celebrating being a citizen of Mary Esther.

6.4. Update on Lead Line Inventory

Shawn Lindsey, Public Works Director, spoke on the lead line inventory. He stated that the city would send out a letter explaining that citizens have unknown service lines and that they will be inventoried at a later date. He also discussed that neither Mary Esther nor Northwest Florida had discovered any lead lines.

7. CONSENT AGENDA

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

RESULT:	(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

- 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 October 7th, 2024, Regular Council Meeting**

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

None.

9. PUBLIC COMMENT (NON-AGENDA ITEMS)

None.

10. UNFINISHED BUSINESS

10.1. Jacobs Settlement Agreement

Shawn Lindsey, Public Works Director, stated he would let Jacobs speak to the topic but stated that he recommended approval with the exception of 90 days instead of 180 days, citing that it would be very close to the grant deadline. Scott Jernigan, Jacobs, stated he was concerned with the 90-day window, citing that if 90 days are approved, it will have to be brought back to their Jacobs team. Mayor Pro Tem Sutton asked if 120 days would be a better solution and asked how soon work could start. Public Works Director Lindsey stated residents asked him every day when work would begin. Scott Jernigan stated it is a matter of scheduling everything out and talk to his crew about it. Councilmember Coxwell asked when Talcon will be done, with Public Works Director Lindsey saying they should be done before Thanksgiving. Councilmember Coxwell asked how the city manager felt. City Manager Cobb discussed he was frustrated with the whole situation, opting for sooner rather than later. Councilmember Oder discussed that he was disappointed with the handling of the whole situation and letting Jacobs off the hook. He discussed he does not want to extend it over 90 days. Mayor Stein asked if there was any more discussion. Hearing none, Mayor Stein asked for a motion to approve the settlement agreement with Jacobs, as amended, which requires the scope of work to be completed within ninety (90) days of the agreement execution. Councilmember Coxwell initiated the motion, seconded by Councilmember Oder. The motion passed 4-1.

RESULT:	PASSED (4-1)
MOVER:	Councilmember Susan Coxwell
SECOND:	Councilmember Bernie Oder
AYES:	Larry Carter, Bernie Oder, Richard Lawson, Susan Coxwell
NAYS:	April Sutton

11. NEW BUSINESS

11.1. Contract for Rays Pond Rehabilitation with Chavers Construction, Inc

Shawn Lindsey, Public Works Director, discussed that the city recommends signing the contract with Chavers Construction. Mayor Stein asked if there was any discussion. Hearing none, Mayor Stein asked for a motion to approve the contract with Chavers Construction, Inc. for an amount not to exceed \$598,868.05 and authorized the mayor to sign the contract documents.

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

11.2. **RFB 2024-08, Water Storage Tank Maintenance Program**

Shawn Lindsey, Public Works Director, discussed the proposals received for RFP 2024-08. He stated he recommends approval to discuss the proposals with US Tank. Mayor Pro Tem Sutton asked if they are aware of tanks being in poor condition and if there will be additional financial impacts. Public Works Director Lindsey stated that all the proposals were aware of the tanks' conditions and that there was a timeline stating what to do and when. Jim Morris, President of US Tank, spoke to the council about having worked on the city's tanks already and that they have not increased the prices over the past 8 years and stuck to the budget. Anything not anticipated is taken care of. Councilmember Carter asked if there was an issue with the agenda saying "RFB" instead of "RFP". City Attorney Dykes stated that it was a scrivener's error. Mayor Stein asked if there was any more discussion, then asked for a motion to award RFP 2024-08 to US Tank, direct staff to negotiate an agreement, and return for City Council review and consideration. Councilmember Lawson initiated the motion, seconded by Mayor Pro Tem Sutton. The motion passed 5-0.

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

11.3. **Parks and Greenways Master Plan**

Shawn Lindsey, Public Works Director, discussed the two proposals received for the parks and greenways master plan. He discussed meeting with Community Development Director Reed about the proposals, and they were happy with both. Public Works Director Lindsey recommended approving the task order with Barge. Mayor Stein asked if he was happy with Barge, and Public Works Director Lindsey remarked that he was happy with their work. Mayor Stein asked if there were any other comments, then asked for a motion to approve the task order with Barge Design Solutions for a comprehensive parks and greenway master plan. 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

11.4. **Facilitator for FY 2025 City Manager Evaluation**

City Manager Cobb discussed the fee for Dr. Walt Hanline's evaluation of the city manager for next year. Mayor Stein asked for a motion to select Dr. Walt Hanline and the National Center for Executive Leadership and School Board Development to facilitate the FY 2025 Annual

Evaluation of the City Manager for an amount not to exceed \$4,400. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Lawson. Mayor Stein asked if there was any more discussion and then called for a vote. 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

11.5. Personnel Manual, Annual Leave Policy Amendment

City Manager Cobb discussed that the personal manual has a policy for employees to stop accruing pay after a certain amount. This would amend it to remove the waiting period of 1 year to use time off and remove mention of fire department personnel from the manual. Mayor Stein asked if the city allowed them to go negative, and City Manager Cobb stated the city does not allow that except for Christmas. Mayor Stein asked if there was any more discussion; hearing none, he asked for a motion to approve the amended annual leave policy as presented. 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

11.6. Intercity Bus Service Discussion

Councilmember Coxwell discussed Fort Walton Beach's recent ban on commercial bus stops and wanted to see if there was concern about them coming to Mary Esther. City Manager Cobb discussed Greyhound's business model changing from terminals to bus stops. The council reached a consensus to research the topic and see if any of the council wanted to bring it back for an official ordinance.

12. COUNCILS' STANDING COMMITTEE STATUS REPORTS

Mayor Pro Tem Sutton thanked the public works department for the work she did with them during city government week, discussed attending the Making Strides Against Breast Cancer walk, an economic development council meeting, two ribbons cuttings, and a leader dinner with officials from Hurlburt Field. She also discussed an upcoming legislative conference and reminded the public of the upcoming Veterans Day parade.

Councilmember Coxwell had no further comments.

Councilmember Lawson had no further comments.

Mayor Stein discussed the upcoming Veterans Day parade and thanked the mayor pro team for the help while he was gone.

Councilmember Oder discussed the upcoming legislative conference, the public library cooperative, the career online high school, and reminded the citizens to vote.

Councilmember Carter thanked the council for the support for his daughter's cancer treatment.

13. OTHER COMMENTS

City Attorney Dykes had no additional comments.

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

City Manager Cobb discussed the upcoming Veterans Day celebration and thanked everyone who participated in the city's day of service.

14. ADJOURN

The council meeting adjourned at 7:05 p.m.

AGENDA ITEM

Agenda Item 10.1.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: December 9, 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.
- October 7, 2024 - There was consensus the ordinance required additional review and changes before moving forward. The City Council tabled the discussion until the meeting on December 9.

DISCUSSION:

Copies of three ordinances are attached for your review:

- Option 1 - Original ordinance proposed at the March 4, 2024, City Council meeting, before SB 280 established state regulations for vacation rentals.
- Option 2 - Amended ordinance proposed at the June 6, 2024, City Council meeting, which includes state regulations adopted through SB 280 (subsequently vetoed by Governor DeSantis).
- Option 3 - Amended ordinance with changes discussed at the October 7, 2024, City Council meeting.

Alternatively, the Council could explore using the Business Tax Receipts program to track vacation rentals.

FINANCIAL IMPACT:

None at this time.

RECOMMENDATION:

Staff recommends selecting one of the three ordinances or, the business tax receipts program, as a starting point for discussion. Subsequently, the Council should discuss and suggest additional changes to improve the ordinance or business tax receipts program. Staff will incorporate the changes into a proposal that can be presented in January or February.

ATTACHMENT(S):

1. Ordinance 2024-01, Vacation Rentals - March 4, 2024
2. Ordinance 2024-01, Vacation Rentals - June 6, 2024
3. Ordinance 2024-01, Vacation Rentals - December 9, 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

ORDINANCE 2024-XX

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; 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. 13-200.
- (c) *Guest* means any person physically within the vacation rental or on its grounds with the knowledge of an occupant.
- (d) *Occupant* means any person who occupies a vacation rental overnight.
- (e) *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.

(f) *Owner Occupied* means a vacation rental that is the primary and permanent residence of the owner of the property.

(g) *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 obtain a Certificate of Registration each year, utilizing forms promulgated by the City 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 September 30 shall be a violation of this Section and subject to late fees and penalties as prescribed by resolution of the City Council.

(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. 13-200. 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. 13-200.
 - 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) If the application for registration is submitted on behalf of the Owner of the property, a notarized letter of authorization from the Owner shall be required naming the authorized representative.
 - 9) 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) business days to correct the deficiencies. The application shall be processed if the deficiencies are corrected within this period. Failure to satisfy these requirements within this 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.

- (b) All Certificates of Registration shall be valid and issued from October 1 - September 30, unless suspended per this Article.
- (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, and the expiration date of the certificate.

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 October 1 of each year after the initial registration.
- (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. - 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. 13-197. - 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. - 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. 13-200. - 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 within twenty-four (24) hours 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. 13-199.
- 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.

(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. 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 and post the new Certificate of Registration in accordance with Sec. 13-199.
- (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. 13-201. -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. Sec. 13-202. - 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 fail to post a copy of the Certificate of Registration in a Vacation Rental as required by this Article.
 - 4) 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 may constitute a separate and distinct violation.

Sec. 13-203. - 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
City Clerk

1st Reading
Published:
2nd Reading:

DRAFT

AGENDA ITEM

Agenda Item 11.1.

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Reed, Community Development Director

DATE: December 9, 2024

SUBJECT: Ordinance No. 2024-05 and No. 2024-06, Consider a Small-Scale Future Land Use Map Amendment from Commercial (Com) to Low Density Residential (LDR) and a Rezone from C-2 General Commercial to R-1 Single Family Residential for approximately 1.15 acres. (Damian Curtis, 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 one point fifteen (1.15) acres from Commercial (Com) to Low Density Residential (LDR) and rezone from C-2 General Commercial to R-1 Single Family Residential. The property is located on the south side of US Highway 98 and approximately three hundred and seventy-five feet (375') west of Windy Lane. A location map is provided in Exhibit A of the attached Supporting Inventory Data and Analysis. The Applicant is Damian Cutrtis.

Per Land Development Code (LDC) Section 4.02, the LPA conducted a public hearing on December 9, 2024, and made a recommendation 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 one parcel currently comprised of two existing single-family homes and one duplex with the plan to demolish all three structures. A demolition permit has been submitted for the single-family residence located on the south end of the property. The applicant plans to split the parcel to three lots and rebuild three single-family homes.

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 Low Density Residential future land use designation is consistent with the City's Comprehensive Plan Land Use and the Vision Plan strategies and goals in providing redevelopment for housing opportunities per Housing policy 9.A.1.1. Per FLU Policy 7.A.1.2.c, the proposed future land use designation requested is compatible with pre- existing adjacent and current 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. 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 a first reading of Ordinance No. 2024-05 enacting a Small-Scale Future Land Use Map Amendment from Commercial (Com) to Low Density Residential (LDR) for approximately one point fifteen (1.15) acres, located on the south side of US Highway 98 and approximately three hundred and seventy-five feet (375') west of Windy Lane.

Motion to approve a first reading of Ordinance No. 2024-06 enacting a Rezone from C-2 (General Commercial) to R-1 (Single Family Residential) zoning district for approximately one point fifteen (1.15) acres, located on the south side of US Highway 98 and approximately three hundred and seventy-five feet (375') west of Windy Lane.

ATTACHMENT(S):

1. 191 Miracle Strip Staff Report
2. 191 Miracle Strip Pkwy FLUM Application Packet
3. 191 Miracle Strip Ordinances 2024-05; 06
4. Business Impact Estimate
5. Advert 191 Miracle Strip Rezone FLUM 2024

Agenda Memorandum

To: Local Planning Agency

Prepared By: Tyler Reed

Date: December 9, 2024

Subject: Ordinance No. 2024-04 and No. 2024-05, Consider a Small-Scale Future Land Use Map Amendment from Commercial (Com) to Low Density Residential (LDR) and a Rezone from C-2 General Commercial to R-1 Single Family Residential for approximately 1.15 acres. (Damian Curtis, 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 one point fifteen (1.15) acres from Commercial (Com) to Low Density Residential (LDR) and rezone from C-2 General Commercial to R-1 Single Family Residential. The property is located on the south side of US Highway 98 and approximately three hundred and seventy-five feet (375') west of Windy Lane. A location map is provided in Exhibit A of the attached Supporting Inventory Data and Analysis. The Applicant is Damian Cutrtis.

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 one parcel currently comprised of two existing single-family homes and one duplex with the plan to demolish all three structures. A demolition permit has been submitted for the single-family residence located on the south end of the property. The applicant plans to split the parcel to three lots and rebuild three single family homes.

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 Low Density Residential future land use designation is consistent with the City's Comprehensive Plan Land Use and the Vision Plan strategies and goals in providing redevelopment for housing opportunities per Housing policy 9.A.1.1. Per FLU Policy 7.A.1.2.c, the proposed future land use designation requested is compatible with pre-existing adjacent and current 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. 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) to Low Density Residential (LDR) and a Rezone from C-2 (General Commercial) to R-1 (Single Family Residential) zoning district for approximately one point fifteen (1.15) acres, located on the south side of US Highway 98 and approximately three hundred and seventy five feet (375') west of Windy Lane.

- Attachment(s):
1. Location Map
 2. Supporting Data, Inventory, and Analysis
 3. Ordinances 2024-04 and 2024-05



CITY OF MARY ESTHER, FLORIDA

Comprehensive Plan Land Development Code Vision Plan



Comprehensive Plan Small Scale Future Land Use Map Amendment & Rezone

Ordinance No. 2024-04

Ordinance No. 2024-05

Supporting Data & Analysis

LPA

Dec. 9, 2024

City Council Adoption Public Hearing

Dec. 9, 2024

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

Owner: Damian Curtis

Owner Authorization: N/A

Requested Change: Amending the City's Official Future Land Use Map (FLUM) to change approximately one point fifteen (1.15) acres from Commercial (Com) to Low Density Residential (LDR) and rezone from C-2

General Commercial to R-1 Single Family Residential.

i. General Location of Property:

The property is located on the south side of US Highway 98 and on the west side of Windy Lane on approximately one point fifteen (0.15) acres.

ii. Okaloosa County Property Appraiser Parcel ID Numbers:

17-2S-24-0000-0008-0000

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 "split zoned" with C-2 (General Commercial), and R-1 (Single Family Residential). The C-2 zoning district does not allow for single family homes, which is being proposed for the site.

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 applicant to move forward with his proposal of three single family homes on three separate lots. 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. R-1), a Future Land Use Map Amendment to LDR (Low Density Residential) 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)
17-2S-24-0000-0008-0000	1.15	50,094 sf	COM/LDR	1.92 FAR, 5.51 DU/AC

IV. PROPERTY PROFILE

- i. Existing Use: Multi family/Single Family
- ii. Current Future Land Use: Commercial (Com)/ Low Density Residential (LDR)
- iii. Proposed Future Land Use: LDR (Low Density Residential)
- iv. Existing Zoning: C-2 (General Commercial)/R-1 (Single Family Residential)
- v. Proposed Zoning: R-1 (Single Family Residential)
- vi. Total Area: Approximately one point fifteen (1.15) acres
- vii. Area of Proposed Amendment: Approximately one point one five (1.15) 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:

7.A.1.2	9.A.1.1
7.A.1.3	
7.A.2.2	
7.A.3.1	
7.A.3.2	
7.A.3.3	
7.A.3.4	
7.A.4.5	

ii. Conflicting Goals, Objectives, and Policies:

None of the applicable goals, objectives, and/or policies from the City of Mary Esther Comprehensive Plan conflicts 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 lots will have no impact on levels of service for recreation.
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 determines 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 determines 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 single family homes 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:	Public Lands (PL)	PL (Public Lands)	US HWY 98/Live Oak Park
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)	Single-Family Residential

The proposed FLU designation is compatible with the adjacent FLU designations, zoning districts and existing uses and will not change the character of the area.

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 southern part of the property adjacent to the cove is located within Zone AE (areas determined to have a 1% annual chance of flooding), 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 proposed single family residential redevelopment aligns with the Vision Plan Goal of providing housing opportunities to serve the broad needs of the community.

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	Location Map
EXHIBIT B	Existing Future Land Use Map
EXHIBIT C	Current Zoning Map



Location Map Sudduth Circle LLC 2024

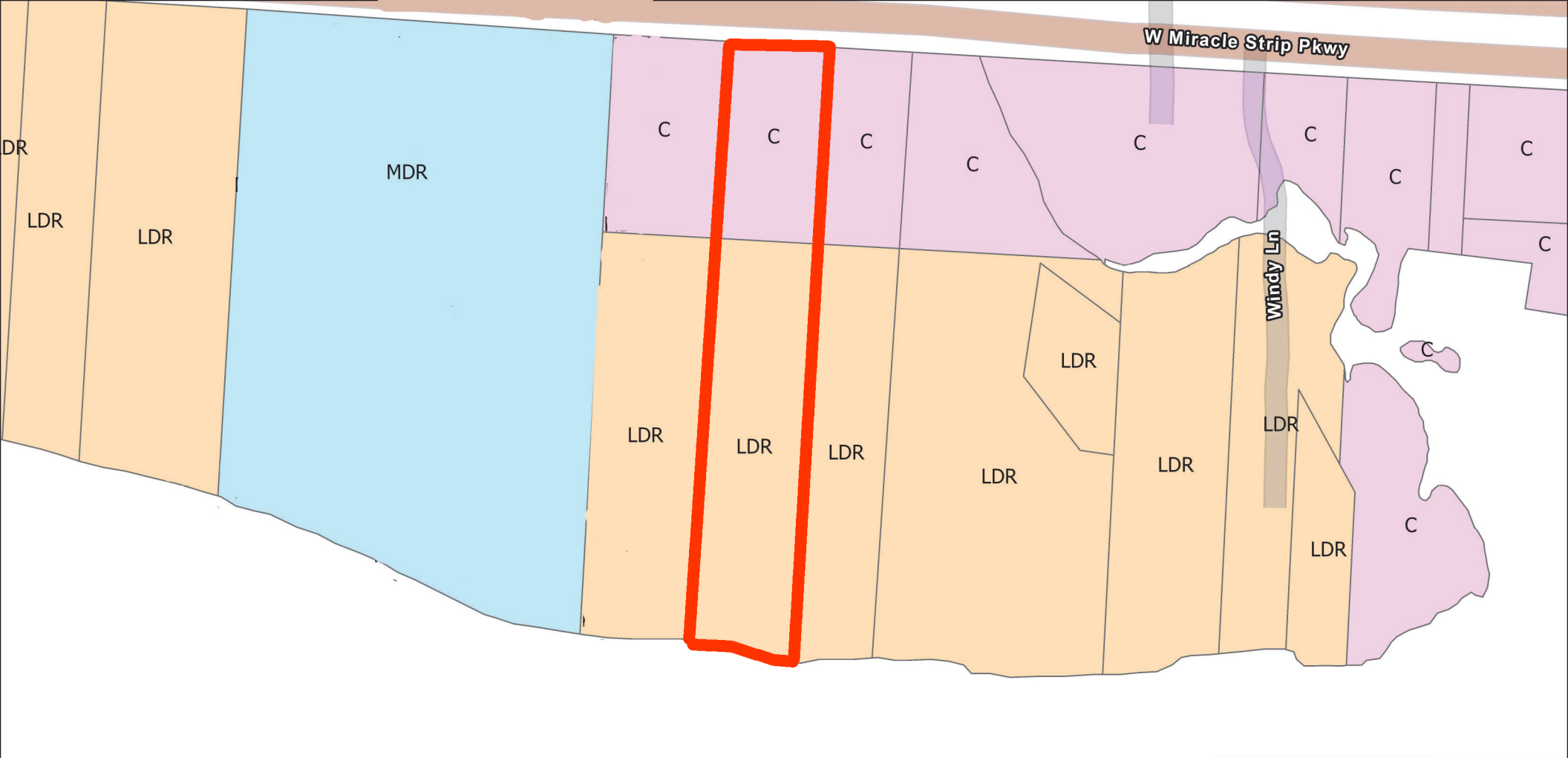


Exhibit B: Existing Future Land Use

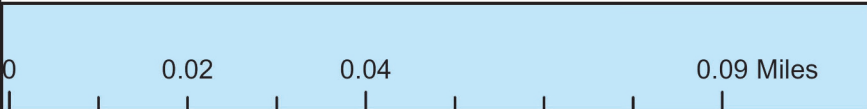
Esri Community Maps Contributors, FDEP, © OpenStreetMap, GeoTechnologies, Inc, METI/NASA, USGS

Legend

FLU_Zoning71524	MDR
FLU_Pro	PL
C	REC
CON	REC,CON
LDR	<all other values>

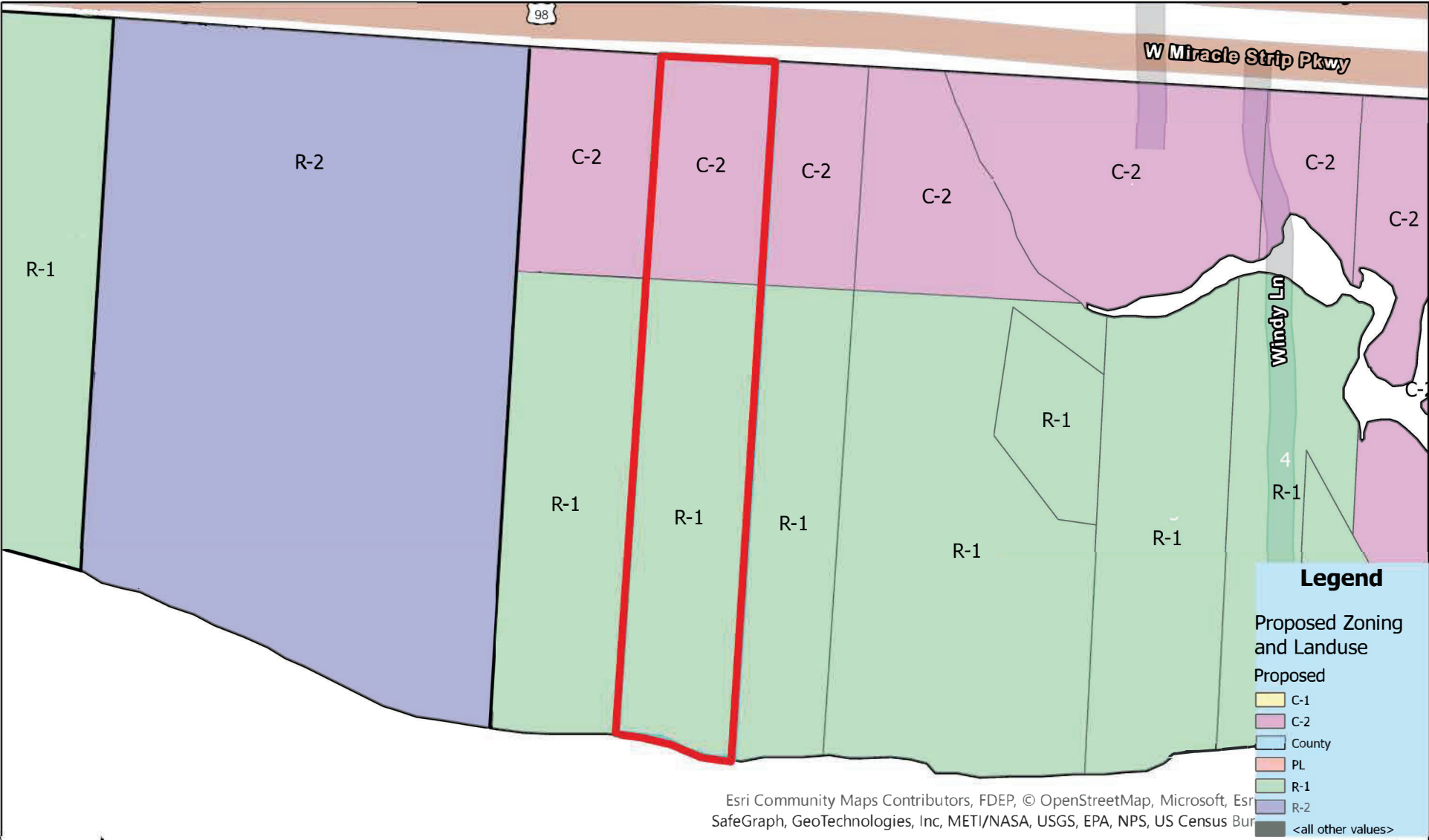


FLU Existing 191 Miracle Strip



2024





Current Zoning for 191 Miracle Strip



2024



ORDINANCE NO. 2024- 04

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF APPROXIMATELY ONE POINT FIFTEEN (1.15) ACRES OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF US HIGHWAY NINETY EIGHT (US HWY 98) AND THE WEST SIDE OF WINDY LANE: FROM LOW COMMERCIAL (COM) TO LOW DENSITY RESIDENTIAL; 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 one point fifteen (1.15) acres of land generally located on the south side of US Highway Ninety Eight (US HWY 98) and the west side of Windy Lane; and

WHEREAS, the City of Mary Esther's Local Planning Agency (LPA) held a public hearing on December 09, 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. 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 3. 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 4. 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 5. 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 6. 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 7. 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

(AS- RECORDED):

(O.R. BOOK 3623, PAGE 2463)

PARCEL 1:

COMMENCING AT HIGH WATER MARK ON SANTA ROSA SOUND, AT A POINT 390 FEET WEST OF THE EAST LINE OF SECTION 17, TOWNSHIP 2 SOUTH OF RANGE 24 WEST, THENCE NORTH PARALLEL TO SAID EAST LINE TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 10, THENCE WEST ALONG SAID SOUTH RIGHT OF WAY LINE 90 FEET, THENCE SOUTH PARALLEL WITH SAID EAST LINE OF SECTION 17 TO HIGH WATER MARK ON SANTA ROSA SOUND, THENCE FOLLOWING THE MEANDERINGS OF SAID SOUND AT HIGH WATER MARK EASTERLY TO POINT OF BEGINNING, IT BEING THE INTENTION OF THE PARTIES TO CONVEY THE LANDS HERETOFORE OCCUPIED BY L.I . SMITH AT HIS HOME, BETWEEN THE EAST AND WEST BOUNDARIES AS ESTABLISHED BY HIS FENCES, TOGETHER WITH ALL OF THE RIPARIAN RIGHTS APPERTAINING THERETO, LESS AND EXCEPT RIGHT OF WAY PREVIOUSLY CONVEYED TO FLORIDA STATE ROAD DEPARTMENT, LYING SOUTH OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD NO. 30 (U.S. HIGHWAY 98) ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 238 AT PAGE 787 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

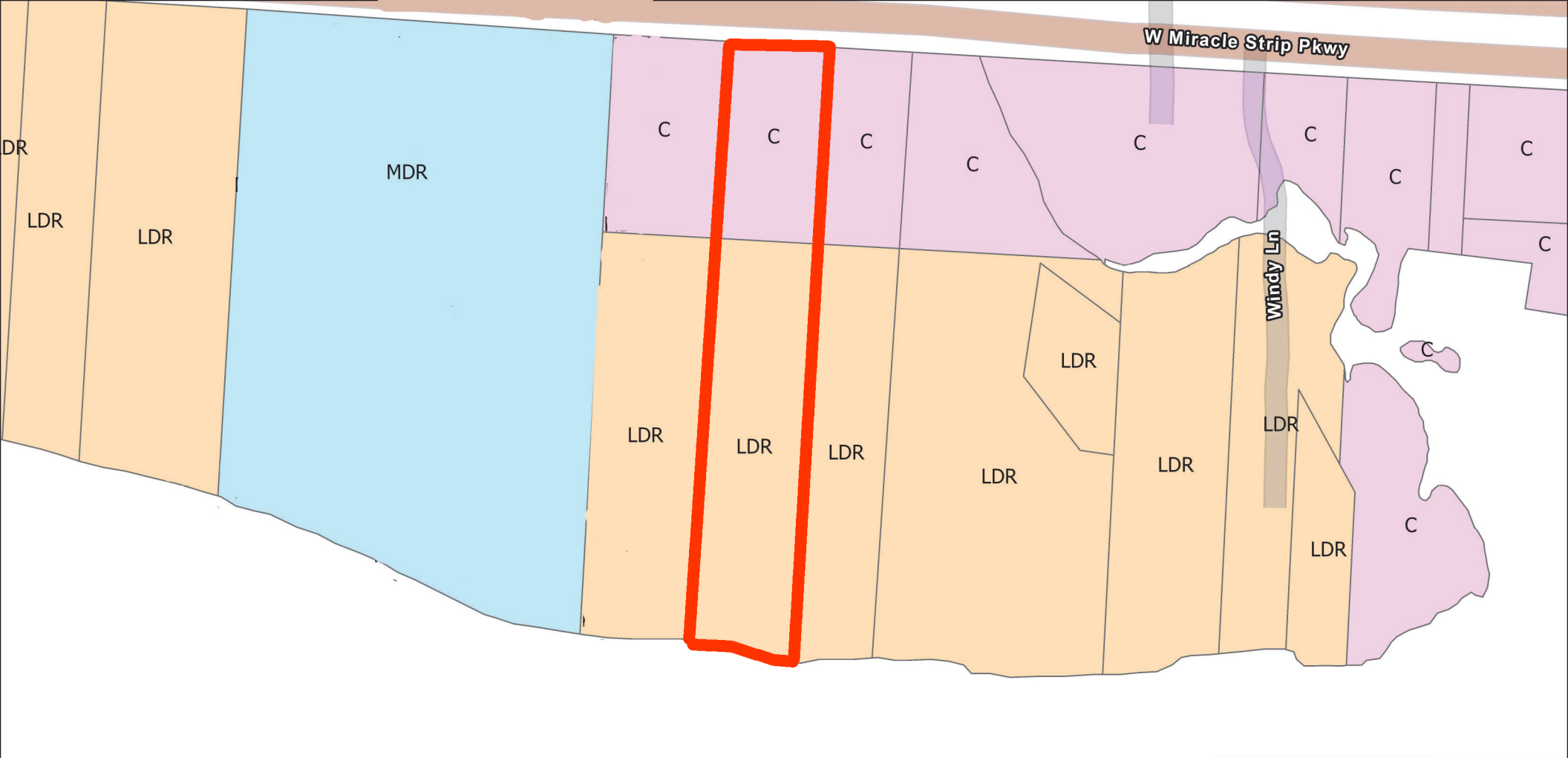


Exhibit B: Existing Future Land Use

Esri Community Maps Contributors, FDEP, © OpenStreetMap, GeoTechnologies, Inc, METI/NASA, USGS

Legend

FLU_Zoning71524

FLU_Pro

- C
- CON
- LDR

- MDR
- PL
- REC
- REC,CON
- <all other values>

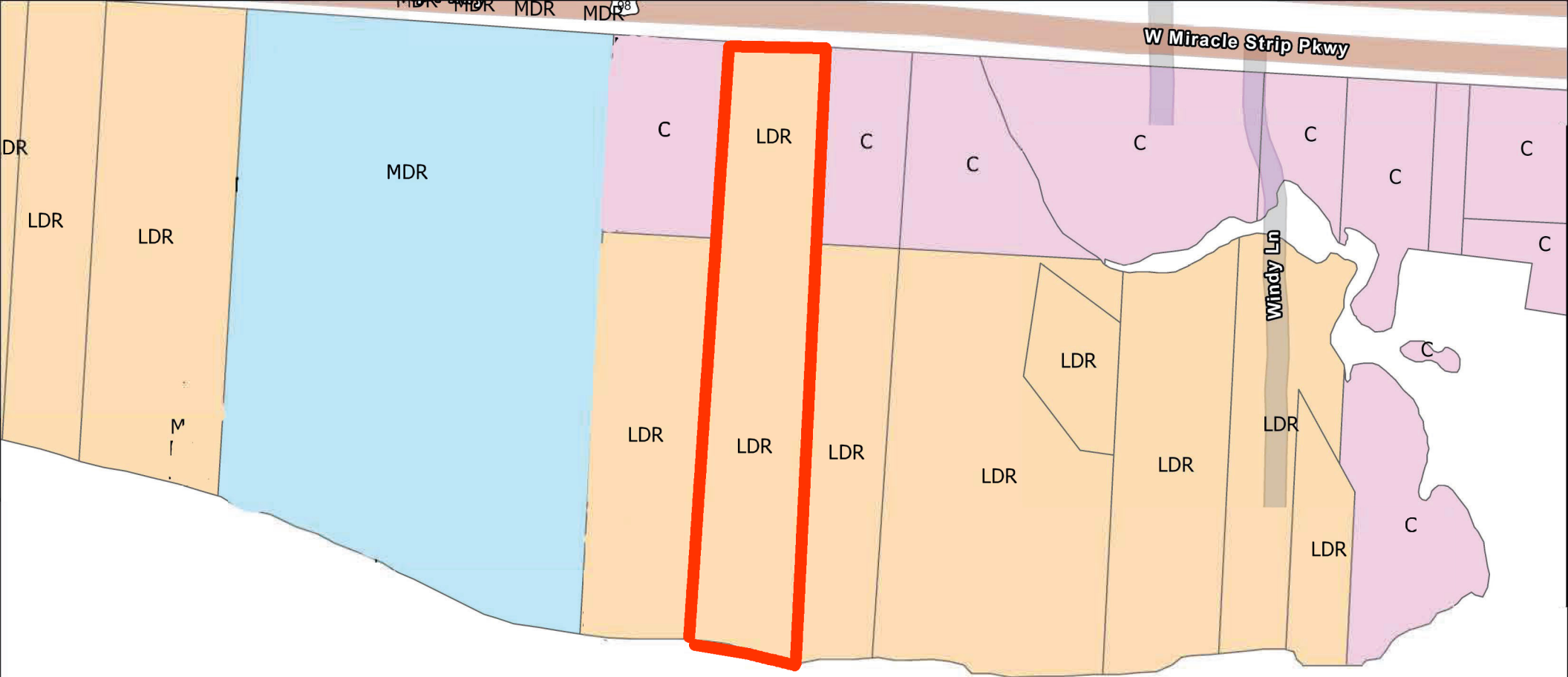


FLU Existing 191 Miracle Strip

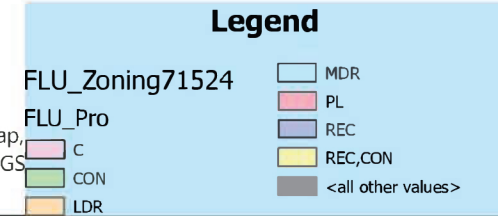


2024

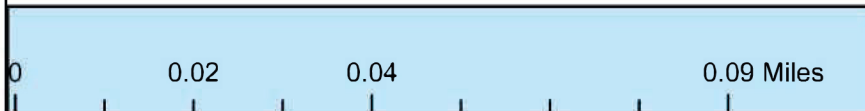




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FLU Proposed 191 Miracle Strip



2024



ORDINANCE NO. 2024-03

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA, AMENDING THE ZONING MAP OF APPROXIMATELY ONE POINT FIFTEEN (1.15) ACRES OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF US HIGHWAY NINETY EIGHT (US HWY 98) AND THE WEST SIDE OF WINDY LANE: FROM C-2 (GENERAL COMMERCIAL) TO R-1 (SINGLE FAMILY RESIDENTIAL) 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

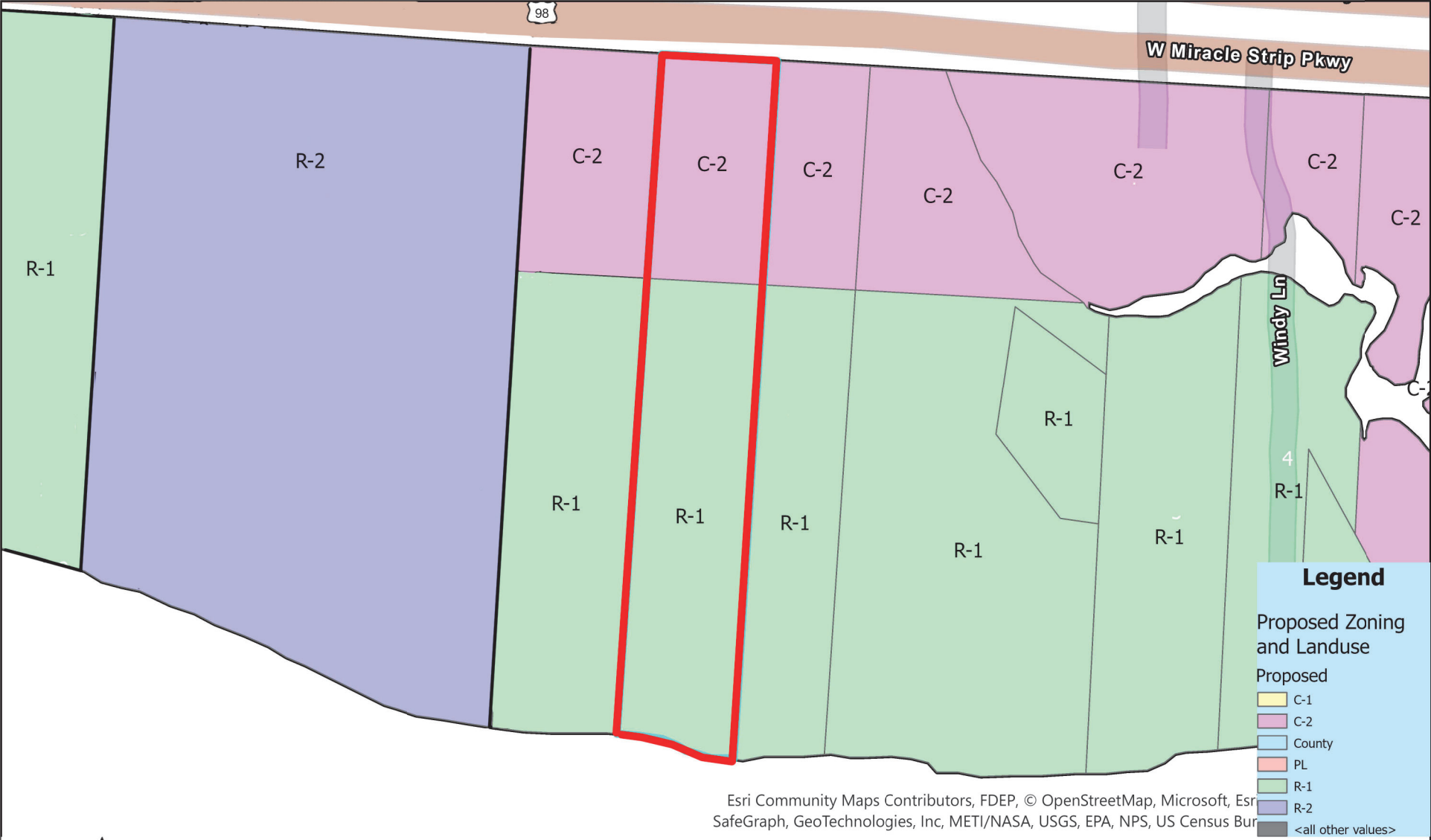
(AS- RECORDED):

(O.R. BOOK 3623, PAGE 2463)

PARCEL 1:

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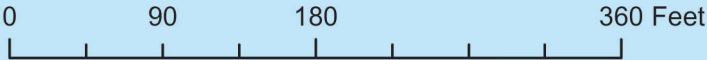
Exhibit B: Current Zoning Map



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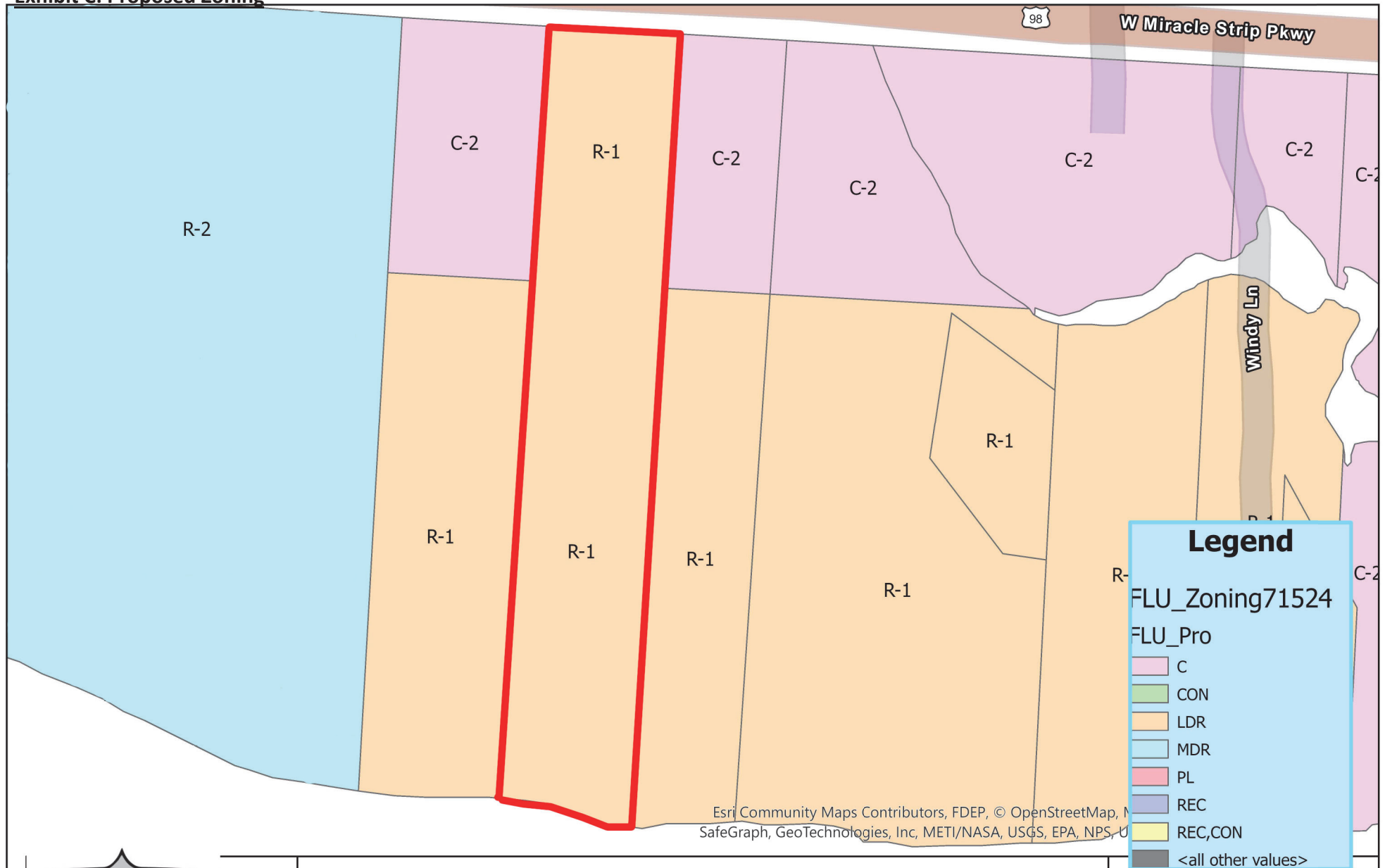


Current Zoning for 191 Miracle Strip



2024





Esri Community Maps Contributors, FDEP, © OpenStreetMap, M
SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, U



Proposed Zoning For 191 Miracle Strip

0 75 150 300 Feet

2024





CITY OF MARY ESTHER COMMUNITY DEVELOPMENT DEPARTMENT

195 Christobal Road N. Mary Esther, Florida 32569
Telephone (850) 243-3566 Ext.10 Fax (850) 243-0736

Email: Code@Cityofmaryesther.com
www.CityofMaryEsther.com

REZONE/FUTURE LAND USE MAP AMENDMENT

REQUIRED ATTACHMENTS

INITIAL INTAKE

- ☒ Application
- ☒ Application fee
- ☐ Ownership Disclosure form (Additional documentation required if the property owner is a trust or corp.)
- ☐ Owner Authorization Form (Required if the applicant and/or consultant is not the property owner)
- ☒ Detailed narrative of amendment (PUD/PMDD Substantial/Minor revisions only)
- ☒ Legal Description of Subject Property
- ☒ Property Deed
- ☒ Signed and sealed boundary survey
- ☐ Copy of Restrictive Covenants (if applicable)
- ☒ List of All property owners within a 300' radius of the subject property certified by the Okaloosa County Property Appraiser
- ☐ Aerial Photograph (in Color, 8.5" X 11")

FINAL SUBMITTALS

- ☐ Attachment "A" and all supporting documents (Future Land Use Amendments only)
- ☐ ~~Traffic Impact~~ Analysis (Projects generating 50 or more peak hour trips)
- ☐ ~~Draft~~ Developer's Commitment Agreement in Microsoft Word format (PUD/PMDD Final Development Plan only)
- ☐ ~~Draft Preliminary~~ Development Order in Microsoft Word format
- ☐ ~~Preliminary~~ Master Plan including a preliminary utilities plan shown on the Master Plan in a table with supporting data provided separately (PUD/PMDD Rezone & Master Plan only)

DELIVERY METHODS

Completed forms and all the above required attachments may be sent via:

- **E-mail:** Code@cityofmaryesther.com
- **Hand delivery:** City of Mary Esther, 195 Christobal Rd, N, Mary Esther, Florida 32569
- **Mail:**

CITY OF MARY ESTHER
PROJ. #: _____
COMMUNITY DEVELOPMENT DIVISION
ATTN: LESLIE WRIGHT
195 CHRISTOBAL RD, NORTH
MARY ESTHER, FLORIDA 32569

PROJECT

PROJECT NAME: SUDDUTH CIRCLE LLC	
PARCEL ID #(S): 17-25-24-0000-0008-0000	
LOCATION: 191 MIRACLE STRIP PKWY MARY ESTHER	
EXISTING USE(S): MULTI FAMILY	PROPOSED USE(S):
TOTAL ACREAGE: 1.15	
WATER PROVIDER: MARY ESTHER	SEWER PROVIDER: MARY ESTHER
CURRENT ZONING: C-2	PROPOSED ZONING: R-1
CURRENT FUTURE LAND USE: SINGLE FAMILY	PROPOSED FUTURE LAND USE: SINGLE FAMILY

APPLICANT

NAME: DAMIAN CURTIS	COMPANY: SUDDUTH CIRCLE LLC
ADDRESS: 216 HOSPITAL DRIVE NE	
CITY: FT. WALTON BEACH	STATE: FL ZIP: 32546
PHONE: 850-244-7120	EMAIL: DAMIAN@DLCURTISCONSTRUCTION.COM

CONSULTANT

NAME:	COMPANY:
ADDRESS:	
CITY:	STATE: ZIP:
PHONE:	EMAIL:

CONTRACTOR (If known at time of application)

NAME:	COMPANY:
ADDRESS:	
CITY:	STATE: ZIP:
PHONE:	EMAIL:

OWNERS

(INCLUDE NOTARIZED OWNER'S AUTHORIZATION FORM)

NAME(S): SAME AS APPLICANT ABNIE	
ADDRESS:	
CITY:	STATE: ZIP:
PHONE:	EMAIL:

Affidavit of Understanding

I DAMIAN CURTIS, owner of 191 WEST MIRALE S. hereby acknowledge that my signature hereto is a solemn affirmation that the information in this application is not only true but also accurate to the best of my knowledge. I am fully aware that any deliberate misrepresentation of this information could lead to the denial or reversal of the application, and even the revocation of any approval based on this application.

By signing this document, I grant the City/County staff the authority to access the subject property at their discretion for the purpose of investigating and reviewing this request. I also agree to display a public notice sign (placard), if deemed necessary, on the subject property at a location(s) determined by the City staff.

I hereby acknowledge that the City of Mary Esther Staff may not defend any challenge to my proposed Future Land Use Amendment/Rezoning and related development approvals and that it may be my sole obligation to defend any and all actions and approvals that authorize the use or development of the subject property. Submission of this form initiates a process by the City and will be considered at the earliest available Public Hearing after all requirements by this application and Florida Statutes are met and does not imply approval by the City of Mary Esther, Okaloosa County, or any of its boards, commissions, councils, or staff.

I hereby acknowledge that any fees must be paid to the City prior to the application being processed, and once the application has been processed, the fees are non-refundable. I acknowledge that all costs of advertisement are the responsibility of the applicant/owner and that I will comply with all provisions of City Ordinance 21-16, 21-17, and the advertising/notice requirements as stated within the application.

I hereby acknowledge that should the City require a consultant to review and provide an analysis of the application in its entirety, the applicant/owner shall be responsible for the costs incurred by the City and the City may refuse to make any decision on the matter until all fees and costs have been paid.

I hereby acknowledge that payment of any fees or costs does not guarantee adoption or approval of the request by the City or State Governments.

I hereby acknowledge that analysis may be required on issues such as wetlands, soil, traffic, water and sewer availability, wildlife, flood zones, land cover, infrastructure impacts, archeological and historical impacts, solid waste, fire protection, affected roadways, stormwater, and compatibility.

I further acknowledge that I have read the information contained in this application pertaining to proposed amendments to the official Zoning map, official Future Land Use map and/or Comprehensive Plan and have had sufficient opportunity to inquire regarding matters set forth therein and, accordingly, understand all applicable procedures and issues relating to this application.

I hereby represent that I have the lawful right and authority to file this application.



SIGNATURE OF OWNER/AUTHORIZED AGENT

(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED
IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

9/16/24

DATE

Narrative of Amendment

City Of Mary Esther
Community Development Division
ATTN: Tyler Reed
195 Christobal RD, North
9/9/2024

Mr. Reed

Our property at 191 Mircale Strip Pkwy, Mary Esther, FL has 4 dwellings on it.

- Dwelling 1 single family 3 bedroom, 2 baths, 3400 SF, built in 1950
- Dwelling 2 single family 2 bedroom, 1 bath, 1091 SF, built in 1950
- Dwelling 3 Single family 2 bedrooms, 2 baths, 1880 SF built 1955

Roughly 175 ft of the northern part of our property is zoned commercial C-2, the remaining 375 ft of the property is zoned R-1, single family. The northern portion of our property that is zoned C-2 includes Dwellings 2 & 3.

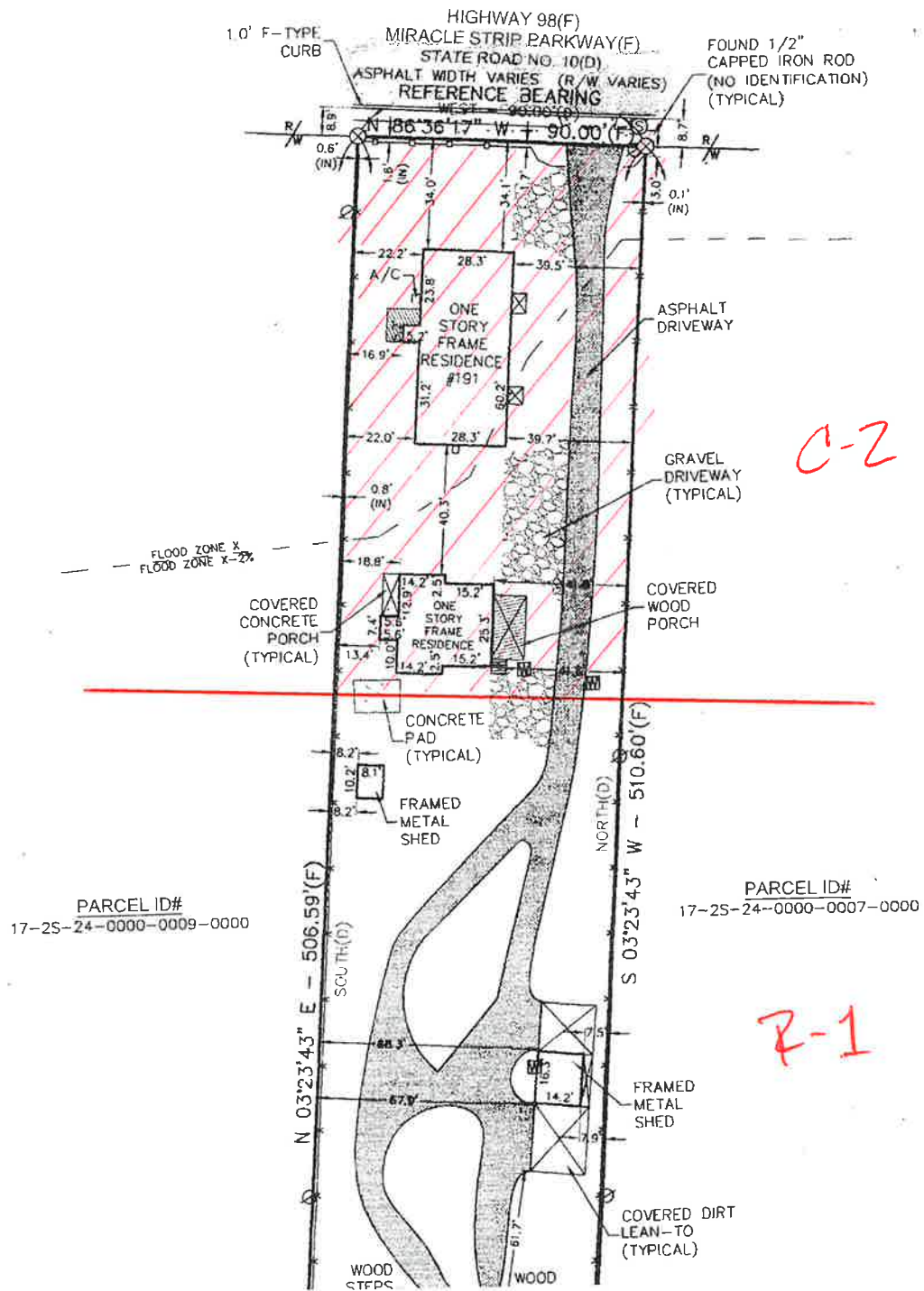
The future land use (FLU) is now commercial we are requesting to amend the entire parcel to low density residential (LDR)



Damian L Curtis Sudduth Circle LLC



9/9/2024



PREPARED BY:

DC ASecretist
JD Peacock II Clerk of Circuit Court Okaloosa County, FL

MEAD LAW & TITLE

24 Walter Martin Road NE
Fort Walton Beach, Florida 32548

File No: 44878AT

24090215
Property Appraiser's Parcel I.D. # 17-2S-24-0000-0008-0000

\$1000000.00

This WARRANTY DEED made the 20th day of August, A.D. 2024, by

Charles H. Van Diver, III as Co-Trustee of the Van Diver Joint Revocable Trust dated
April 21, 2022 and Angela R. Van Diver, as Co-Trustee of the Van Diver Joint Revocable
Trust dated April 21, 2022

whose post office address is: 1222 Emerald Bay Dr, Destin, FL 32541
hereinafter called the grantor to

Sudduth Circle, LLC, a Florida limited liability company

whose post office address is: 25 Walter Martin Rd., Fort Walton Beach, Florida 32548
hereinafter called the grantee

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

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

COMMENCING at High Water Mark on Santa Rosa Sound at a point 390 feet West of the
East line of Section 17, Township 2 South, Range 24 West; thence North parallel to said
East line to the South right of way line of State Road No. 10; thence West along said South
right of way line 90 feet; thence South parallel with said East line of Section 17 to High
Water Mark on Santa Rosa Sound; thence following the meanderings of said Sound at high
water mark Easterly to POINT OF BEGINNING, it being the intention of the parties to
convey the lands heretofore occupied by L. F. Smith at his home, between the East and
West boundaries as established by his fences, together with all of the riparian rights
appertaining thereto, LESS AND EXCEPT right of way previously conveyed to Florida
State Road Department, lying South of and within 50 feet of the survey line of State Road
No. 30 (U.S. Highway 98) according to deed recorded in Official Records Book 238 at
Page 787 of the Public Records of Okaloosa County, Florida.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the
State of Florida in that neither Grantor(s) nor any members of the household of Grantor(s)
reside thereon.

This conveyance is made subject to covenants, conditions, reservations, restrictions and
easements of record, if any, which may now affect the above described property, but this provision
shall not operate to reimpose the same. Also subject to applicable zoning regulations and ordinances,
governmental authorities' restrictions, and to real estate taxes.

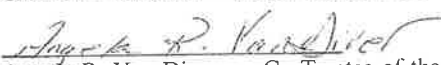
Together with all the tenements, hereditaments and appurtenances thereto belonging or in
anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said
land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that
the grantor hereby fully warrants the title to said land and will defend the same against the lawful
claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing
subsequent to December 31, 2023.

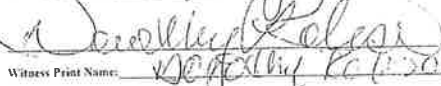
In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.


Charles H. Van Diver, III as Co-Trustee of the Van Diver Joint Revocable Trust dated April 21, 2022


Angela R. Van Diver, as Co-Trustee of the Van Diver Joint Revocable Trust dated April 21, 2022

Signed, sealed and delivered in
the presence of:

Witness Print Name: 
Amy R. Townsend

Witness Print Name: 
Carol Lynn Chase

24 Walter Martin Rd
Fort Walton Beach, FL 32548

Address of Witness
24 Walter Martin Rd
Fort Walton Beach, FL 32548

Address of Witness

STATE OF FLORIDA

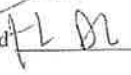
COUNTY OF OKALOOSA

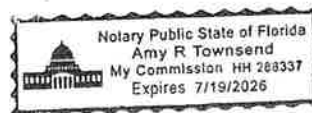
The foregoing instrument was acknowledged before me by means of Y physical presence or
online notarization this 20th day of August, 2024, by Charles H. Van Diver, III as Co-Trustee of
the Van Diver Joint Revocable Trust dated April 21, 2022 and Angela R. Van Diver, as Co-Trustee of
the Van Diver Joint Revocable Trust dated April 21, 2022


Notary Public
Print/Notary Name:
My Commission Expires:

(affix notary seal)

Personally known to me _____

Produced  as identification



LEGAL DESCRIPTION.(AS RECORDED):
(O.R. BOOK 3623, PAGE 2463)

PARCEL 1:

COMMENCING AT HIGH WATER MARK ON SANTA ROSA SOUND, AT A POINT 390 FEET WEST OF THE EAST LINE OF SECTION 17, TOWNSHIP 2 SOUTH OF RANGE 24 WEST, THENCE NORTH PARALLEL TO SAID EAST LINE TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 10, THENCE WEST ALONG SAID SOUTH RIGHT OF WAY LINE 90 FEET, THENCE SOUTH PARALLEL WITH SAID EAST LINE OF SECTION 17 TO HIGH WATER MARK ON SANTA ROSA SOUND, THENCE FOLLOWING THE MEANDERINGS OF SAID SOUND AT HIGH WATER MARK EASTERLY TO POINT OF BEGINNING, IT BEING THE INTENTION OF THE PARTIES TO CONVEY THE LANDS HERETOFORE OCCUPIED BY L.I. SMITH AT HIS HOME, BETWEEN THE EAST AND WEST BOUNDARIES AS ESTABLISHED BY HIS FENCES, TOGETHER WITH ALL OF THE RIPARIAN RIGHTS APPERTAINING THERETO, LESS AND EXCEPT RIGHT OF WAY PREVIOUSLY CONVEYED TO FLORIDA STATE ROAD DEPARTMENT, LYING SOUTH OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD NO. 30 (U.S. HIGHWAY 98) ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 238 AT PAGE 787 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

Parcel Id	OwnerName	Address	City	State	Zip
17-2S-24-0000-0003-0000	CURRENT RESIDENT	171 MIRACLE STRIP PKWY	MARY ESTHER	FL	32569
17-2S-24-0000-0004-0000	CURRENT RESIDENT	250 W HOLLYWOOD BLVD	MARY ESTHER	FL	32569
17-2S-24-0000-0005-0000	CURRENT RESIDENT	141 MIRACLE STRIP PKWY	MARY ESTHER	FL	32569
17-2S-24-0000-0006-0000	CURRENT RESIDENT	161 W MIRACLE STRIP PKWY	MARY ESTHER	FL	32569
17-2S-24-0000-0007-0000	CURRENT RESIDENT	181 MIRACLE STRIP PKWY	MARY ESTHER	FL	32569
17-2S-24-0000-0008-0000	CURRENT RESIDENT	191 MIRACLE STRIP PKWY	MARY ESTHER	FL	32569
17-2S-24-0000-0009-0000	CURRENT RESIDENT	199 W MIRACLE STRIP PKWY	MARY ESTHER	FL	32569
17-2S-24-0000-0012-0000	CURRENT RESIDENT	US HWY 98	MARY ESTHER	FL	32569
17-2S-24-0000-0013-0000	CURRENT RESIDENT	US HWY 98	MARY ESTHER	FL	32569
17-2S-24-0000-0014-0000	CURRENT RESIDENT	HWY 98	MARY ESTHER	FL	32569
17-2S-24-038J-0000-0000	CURRENT RESIDENT	209 MIRACLE STRIP PKWY		FL	
17-2S-24-038J-0000-A101	CURRENT RESIDENT	209 MIRACLE STRIP PKWY A101	MARY ESTHER	FL	32569
17-2S-24-038J-0000-A102	CURRENT RESIDENT	209 MIRACLE STRIP PKWY A102	MARY ESTHER	FL	32569
17-2S-24-038J-0000-A103	CURRENT RESIDENT	209 MIRACLE STRIP PKWY A103	MARY ESTHER	FL	32569
17-2S-24-038J-0000-A104	CURRENT RESIDENT	209 MIRACLE STRIP PKWY A104	MARY ESTHER	FL	32569
17-2S-24-038J-0000-A201	CURRENT RESIDENT	209 W MIRACLE STRIP PKWY A201	MARY ESTHER	FL	32569
17-2S-24-038J-0000-A202	CURRENT RESIDENT	209 MIRACLE STRIP PKWY A202	MARY ESTHER	FL	32569
17-2S-24-038J-0000-A203	CURRENT RESIDENT	209 MIRACLE STRIP PKWY A203	MARY ESTHER	FL	32569
17-2S-24-038J-0000-A204	CURRENT RESIDENT	209 MIRACLE STRIP PKWY A204	MARY ESTHER	FL	32569
17-2S-24-038J-0000-A301	CURRENT RESIDENT	209 MIRACLE STRIP PKWY A301	MARY ESTHER	FL	32569
17-2S-24-038J-0000-A302	CURRENT RESIDENT	209 MIRACLE STRIP PKWY A302	MARY ESTHER	FL	32569
17-2S-24-038J-0000-A303	CURRENT RESIDENT	209 MIRACLE STRIP PKWY A303	MARY ESTHER	FL	32569
17-2S-24-038J-0000-A304	CURRENT RESIDENT	209 MIRACLE STRIP PKWY A304	MARY ESTHER	FL	32569
17-2S-24-038J-0000-B101	CURRENT RESIDENT	209 MIRACLE STRIP PKWY B101	MARY ESTHER	FL	32569
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17-2S-24-038J-0000-B103	CURRENT RESIDENT	209 MIRACLE STRIP PKWY B103	MARY ESTHER	FL	32569
17-2S-24-038J-0000-B104	CURRENT RESIDENT	209 MIRACLE STRIP PKWY B104	MARY ESTHER	FL	32569
17-2S-24-038J-0000-B201	CURRENT RESIDENT	209 MIRACLE STRIP PKWY B201	MARY ESTHER	FL	32569
17-2S-24-038J-0000-B202	CURRENT RESIDENT	209 MIRACLE STRIP PKWY B202	MARY ESTHER	FL	32569
17-2S-24-038J-0000-B203	CURRENT RESIDENT	209 MIRACLE STRIP PKWY B203	MARY ESTHER	FL	32569
17-2S-24-038J-0000-B204	CURRENT RESIDENT	209 MIRACLE STRIP PKWY B204	MARY ESTHER	FL	32569
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17-2S-24-038J-0000-B303	CURRENT RESIDENT	209 MIRACLE STRIP PKWY B303	MARY ESTHER	FL	32569
17-2S-24-038J-0000-B304	CURRENT RESIDENT	209 MIRACLE STRIP PKWY B304	MARY ESTHER	FL	32569
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17-2S-24-038J-0000-C107	CURRENT RESIDENT	209 MIRACLE STRIP PKWY C107	MARY ESTHER	FL	32569
17-2S-24-038J-0000-C108	CURRENT RESIDENT	209 MIRACLE STRIP PKWY C108	MARY ESTHER	FL	32569
17-2S-24-038J-0000-C201	CURRENT RESIDENT	209 MIRACLE STRIP PKWY C201	MARY ESTHER	FL	32569
17-2S-24-038J-0000-C202	CURRENT RESIDENT	209 MIRACLE STRIP PKWY C202	MARY ESTHER	FL	32569
17-2S-24-038J-0000-C203	CURRENT RESIDENT	209 MIRACLE STRIP PKWY C203	MARY ESTHER	FL	32569

[illegible]

[illegible]

17-2S-24-038J-0000-J301

CURRENT RESIDENT

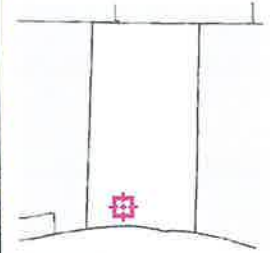
209 MIRACLE STRIP PKWY J301

MARY ESTHER FL

32569



Overview



Legend

- Parcels
- Roads
- Water
- City Labels

Parcel ID	17-25-24-0000-0008-0000	Physical Address	191 MIRACLE STRIP PKWY	Land Value	\$471,351	Last 2 Sales		Reason	Qual
Acre (GIS)	1.15		MARY ESTHER SUDDUTH CIRCLE LLC	Ag Land Value	\$0	Date	8/20/2024	Price	Q
Property Class	MULTI-FAMILY	Mailing Address	25 WALTER MARTIN RD	Building Value	\$211,614		4/21/2022	\$100	
Taxing District	5		FT WALTON BEACH, FL 32548	Misc Value	\$6,750				
				Just Value	\$689,715				
				Assessed Value	\$689,715				
				Exempt Value	\$0				
				Taxable Value	\$689,715				

Date created: 9/11/2024
Last Data Uploaded: 9/11/2024 7:15:00 AM

Developed by  Schneider
GEOSPATIAL

Attachment A

Text Section Application for Future Land Use Map Amendment to The City of Mary Esther Comprehensive Plan

Proposed amendments to the City's Future Land Use Map are reviewed against the goals, objectives, and policies of the City of Mary Esther Comprehensive Plan. The future land use map itself is a graphic representation of the policies contained within the Plan. Proposed amendments are also reviewed for compatibility with adjacent land uses, sufficient public facility resources to serve any change in the demand for services, appropriate timing and location of the amendment, potential environmental impacts, and for internal Plan consistency. The impact on regional resources, facilities, and policies as well as upon specially designated areas within the City is included in this review. City Staff also evaluate proposed amendments for consistency with the City of Mary Esther Vision Plan.

Attachment A Sections:

STANDARDS OF REVIEW FOR ALL FUTURE LAND USE MAP AMENDMENTS

Sec. 1: Identification of Proposed Future Land Use Map Designation and Zoning Classification

Sec. 2: Assessment of Consistency with Comprehensive Plan Goals, Objectives, and Policies

- a. Demonstrate the Compatibility with Adjacent Land Uses
- b. Demonstrate the Changes in Character to the Surrounding Area (if applicable)
- c. Demonstrate the Support and Furthering of City Comprehensive Plan Goals, Objectives, and Policies

Sec. 3: Assessment of Consistency with the City of Mary Esther Vision Plan (<https://www.cityofmaryesther.com/vision>)

Sec. 4: Completion of Data and Analysis Requirements- Concurrency

- a. Facility Capacity Impact Assessments
 - i. Transportation Assessment
 - ii. Utility Assessments
 - iii. School Capacity Assessment

STANDARDS OF REVIEW FOR ALL FUTURE LAND USE MAP AMENDMENTS

The City shall use the standards described below in evaluating all applications for amendments to the Future Land Use Map of the City of Mary Esther Comprehensive Plan found here: <https://cityofmaryesther.com/documentcenter> - Comprehensive Plan folder.

All submissions are included in the official file for the project and will become a part of staff memoranda for public, Council and State Agency review.

ALL APPLICABLE INFORMATION MUST BE PROVIDED
INCOMPLETE SUBMITTALS SHALL BE RETURNED TO THE APPLICANT

Sec. 1: Identification of Proposed Future Land Use Map Designation and Zoning Classification

- 1.a. OWNER/APPLICANT NAME: DAMIAN CURTIS
1.b. PROJECT NAME: 191 HOME
1.c. IDENTIFICATION OF PARCELS PROPOSED FOR AMENDMENT AND FLU OF ADJACENT PARCELS

(List the parcel number of each parcel proposed for amendment)

THERE IS ONLY 1 PARCEL # 17-25-24-0000-0008-0000

Note: If proposing an amendment to Mixed Use, a concurrent rezoning application to Planned Unit Development (PUD) or Planned Mixed Development District (PMDD) must be submitted with this map amendment application.

Sec. 2: Assessment of Consistency with Comprehensive Plan Goals, Objectives, and Policies

2.a. Complete the following identification of the future land use designation(s) of parcels adjacent to the proposed parcel or grouping of proposed parcels.

FLU Designation to the NORTH of subject property(ies)	PL
FLU Designation to the SOUTH of subject property(ies)	N/A
FLU Designation to the EAST of subject property(ies)	C-2 / R-1
FLU Designation to the WEST of subject property(ies)	C-2 / R-1

[illegible]

The applicant shall describe how the character of the area surrounding the proposed amendment site has changed sufficiently to support the need for a different land use designation. Possible points may include, but not be limited to:

- [illegible]

2.d. Demonstrate the Support and Furthering of City Comprehensive Plan Goals, Objectives and Policies In the following table, the Applicant shall check which of the following Comprehensive Plan policies will be supported and/or furthered by the proposed amendment. (NOTE: The descriptions below for each policy may be a summation of the policy. For the Full policy and regulations please see the City of Mary Comprehensive Plan and Land Development Code.)

Objectives or Policies of The Comp. Plan Supported or Furthered by Proposed Application	<i>Check if 'YES'</i>
FLU Policy 7.A.1.2- Provide for compatibility with adjacent land uses, Open Space, protect potable water wellfields and sources, protect environmentally sensitive lands, regulate signage, ensure adequate, safe, and convenient on-site parking and traffic flow.	
FLU Policy 7.A.1.3- Provide for low impact mixed use developments.	
FLU Policy 7.A.1.4- Buffering for incompatible uses.	
FLU Policy 7.A.2.2- New development shall utilize existing water, sewer and solid waste collection systems in order to discourage urban sprawl and encourage commercial re-development.	
FLU Policy 7.A.2.3- New development will be located in conformance with the categories shown on the Future Land Use Map (Figure 7-1) and with the following standard: a. New commercial development shall be located on arterial roadways and along Hollywood Boulevard, West.	
FLU Policy 7.A.3.1- Eliminate expansion of non-conforming land uses which are inconsistent with the Future Land Use Map or the City's Zoning Ordinance.	
FLU Policy 7.A.3.2- Ensure that all future development is consistent with accepted planning practices and principles as well as natural area limitations. The provisions (regulations) will address items such as conservation of resources, efficiency of use and development, aesthetic appeal, short- and long-term impacts of proposed development plans.	
FLU Policy 7.A.3.3- Expansion or replacement of land uses which are inconsistent or incompatible with the Future Land Use Map shall be prohibited (also, see Policies 7.A.1.3 and 7.A.2.3).	
FLU Policy 7.A.3.4 – Limitations shall be placed on non-conforming uses of buildings, non-conforming uses of land, changes in use classifications in districts, and restoration and occupancy of damaged buildings as delineated in Chapter 21 of the City Code as a means to eliminate expansion of non-conforming land uses which are inconsistent with the Future Land Use Map.	
FLU Policy 7.A.4.1- Promote the natural functions of identified wetlands and wetlands enhancement projects will be encouraged or required where appropriate.	
FLU Policy 7.A.4.2- Control the extraction of natural resources and such extraction shall be permitted only when in conjunction with construction projects. Such extractions shall be conducted so as to retain the resource upon completion of the construction. Note: The extent of resource retention will be defined within the approved development orders or development permits issued to any particular project or site.	
FLU Policy 7.A.4.4 - Identification and preservation of significant archeological and/or historic sites or structures within the City.	

FLU Policy 7.A.5.1 - Population density shall be limited to those limitations reflected on the Future Land Use Map (Figure 7-1) and as described in Policy 7.A.1.3.	
FLU Policy 7.A.6.2 - Rehabilitation and reuse of governmental facilities, structures and buildings as the preferred alternative to new construction (reference Policy 14.A.1.3 of this Ordinance).	
FLU Policy 7.A.8.1 - Use of the planned unit development (PUD) and Planned Mixed Development Districts (PMDD) (FLU Pol. 7.A.8.2.e) technique enacted within Chapter 21 of the City Code.	
FLU Policy 7.A.8.2 - Use of Sight and sound buffers between residential uses and more intensive uses, PUD and PMDD are encouraged to include local or neighborhood convenience facilities within such developments.	
TCF Policy 8.A.1.2 - All new developments, including but not limited to, PUDs, shopping centers, multi-family residential projects and other projects with internal circulation and parking needs shall be required to provide safe and convenient on-site traffic flow, labor intensive transportation facilities and sufficient vehicular parking to accommodate the needs of the development. Said provisions shall be delineated within the LDC (reference Policy 7.A.1.1).	
TCF Policy 8.A.1.3 - Installation of signage, striping of roadways, widening of shoulders, installation of bike racks, installation of sidewalks, installation of bicycle and wheelchair ramps at intersections with curb reveal of two (2) inches or more and the like.	
TCF Policy 8.A.1.5 - Coordinated access routes (service roads) shall be encouraged for developments adjacent to major roadways within the City. All developments adjacent to major roadways will be encouraged, through the plan review process, to provide coordinated access routes.	
TCF Policy 8.A.3.2 - Link residential areas with recreational and commercial areas in a safe manner (reference Policies 8.A.1.2 and 8.A.1.3).	
HSN Policy 9.A.2.2 - Elimination of substandard housing.	
HSN Policy 9.A.2.3 - The removal of housing stock with structural deficiencies.	
HSN Policy 9.A.2.4 – Requirement for landscaping and open space for new development so that aesthetic improvements in residential areas can be achieved.	
HSN Policy 9.A.3.2 - Prohibit the connection of facilities described in Objective 9.A.3 to septic systems and require the connection of said facilities to the central sewage system (reference Policy 11.B.2.3).	
HSN Policy 9.A.3.4 - Housing for low- and moderate-income families	
HSN Policy 9.A.4.1 - Conservation or rehabilitation of housing may be achieved and extend the useful life of the existing housing stock and stabilize or improve existing neighborhoods, including the aesthetic appeal of such neighborhoods.	

HSN Policy 9.A.5.1 - Preservation of historic structures.	
Water Policy 10.C.2.1 - Installation of drainage facilities made necessary by new development shall be the responsibility of the developer (reference Policy 14.A.4.2).	
CMC Policy 11.B.2.6 - Use of xeriscape landscaping, water saving devices, use of native plants, to reduce water use and save energy	
CMC Policy 11.B.3.6 - Preserve and protect native plants and trees	
OSR Policy 12.A.1.2 - Open space by private development when such development is a planned unit development, a multifamily development, a mixed-use commercial area or other similar types of developments where relatively large land areas are involved.	
OSR Policy 12.A.1.4 - New parks and open spaces shall be required to provide barrier-free access.	
OSR Policy 12.A.3.5 – Requirement for recreational facilities and open space in any private sector development	
<i>List here other Plan goals, objectives or policies felt to be applicable:</i>	

Sec. 3: Assessment of Consistency with the City of Mary Esther Vision Plan

Applicants shall identify how the proposed project meets the intent, goals, and strategies of the Mary Esther Vision Plan.

Vision Plan Goal	Vision Plan Objectives
1. Vibrant Town Center	• Right Use of Mixes and Forms • Recognizable regional attraction • Provide services and housing choice • Public spaces to gather- Central green space as focal point • Maximize pedestrian activity and interest • Establish connections
2. Central Gathering Space and Vibrant Neighborhood Parks where all members of the community may gather for events, festivities, and recreation	• Serve the entire community, all ages and abilities • provided places to exercise, play, socialize, participate in group activities, explore and relax in nature
3. Housing Opportunities, to serve the broad needs of the community across their lifetimes and household configurations; and	• Redeveloping land in the center of the city with the intent of providing additional housing • Missing middle housing- small lot single family, manor houses, townhouses, stacked flat apartment buildings and within mixed use buildings
4. Become a Walking and Biking City with a connected network of sidewalks, greenways, and multi-use trails.	• Relocating the driveway for Mary Esther Elementary from the Miracle Strip to Hollywood Boulevard with a generous carpool queuing lane • Provide Street trees
5. Transportation & Mobility	• Create strategies to develop a multimodal transportation system, including sidewalks, bicycle lanes, bicycle parking facilities, multiuse paths, transit stops and shelters (as appropriate) pedestrian amenities such as benches, signalized and clearly defined pedestrian crossings, and median design improvements.
6. Parks & Branding	• Develop a central green, preferably anchored by mixed use development, that can be the place where the community comes together for events, festivities and recreation. • Ensure that pedestrian and bike connections from new development to nearby parks are included or contemplated in private development plans. • Develop a citywide branding implementation plan that includes wayfinding signage, gateway signage, landscaping and pedestrian scaled street lighting.

[illegible]

CONCURRENCY MANAGEMENT SYSTEM

- Facility Capacity Impact Assessments (Concurrency)*

ITEM	Level of Service	Sufficient Capacity- Yes/No
LDC 15.02.01 Roadways (Provide trip calculation and distribution based on latest edition of ITE Manual)	Local: Minimum Operating LOS of C (reference Comp Plan policy 8.A.1.1) State: Hollywood Boulevard (CR 602) through the city - LOS E SR 393 (Mary Esther Cut-Off) from SR 30 to city limits (north) - LOS E	

	SR 30 (US 98) from Hurlburt Field to city limits (East) - LOS D All other arterials and collector roads- Level of Service D (ref Comp Plan policy 8.A.2.1)	
LDC 15.02.02 Sanitary Sewer	100 gal/capita daily (ref Comp Plan policy 10.A.1.3)	
LDC 15.02.03 Solid Waste	5.0 lbs./capita daily (ref Comp Plan policy 10.B.1.5)	
LDC 15.02.04 Drainage	A. Retain the first one inch of runoff on site for a twenty-five (25) year storm event and B. Post development run-off shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with a 24-hour duration (reference Comp Plan Policy 10.C.2.3)	
LDC 15.02.05 Potable Water	100 gal/ capita daily (ref Comp Plan policy 10.D.1.2)	
LDC 15.02.06 Recreation and Open Space	1 acre per 1000 population (ref Comp Plan Policy 12.A.3.2)	
<i>Comp Plan Policy 16.A.4.2</i>—The City shall take into consideration the School District's comments and findings of available [or] adequate school capacity when considering the decision to approve Plan amendments and other land use decisions as provided for in § 163.3177(6)(a), F.S. This will be accomplished during the public hearing process at the LPA level through participation by the District on the LPA.		

ORDINANCE NO. 2024- 05

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF APPROXIMATELY ONE POINT FIFTEEN (1.15) ACRES OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF US HIGHWAY NINETY EIGHT (US HWY 98) AND THE WEST SIDE OF WINDY LANE: FROM LOW COMMERCIAL (COM) TO LOW DENSITY RESIDENTIAL; 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 one point fifteen (1.15) acres of land generally located on the south side of US Highway Ninety Eight (US HWY 98) and the west side of Windy Lane; and

WHEREAS, the City of Mary Esther's Local Planning Agency (LPA) held a public hearing on December 09, 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. 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 3. 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 4. 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 5. 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 6. 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 7. 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

(AS- RECORDED):

(O.R. BOOK 3623, PAGE 2463)

PARCEL 1:

COMMENCING AT HIGH WATER MARK ON SANTA ROSA SOUND, AT A POINT 390 FEET WEST OF THE EAST LINE OF SECTION 17, TOWNSHIP 2 SOUTH OF RANGE 24 WEST, THENCE NORTH PARALLEL TO SAID EAST LINE TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 10, THENCE WEST ALONG SAID SOUTH RIGHT OF WAY LINE 90 FEET, THENCE SOUTH PARALLEL WITH SAID EAST LINE OF SECTION 17 TO HIGH WATER MARK ON SANTA ROSA SOUND, THENCE FOLLOWING THE MEANDERINGS OF SAID SOUND AT HIGH WATER MARK EASTERLY TO POINT OF BEGINNING, IT BEING THE INTENTION OF THE PARTIES TO CONVEY THE LANDS HERETOFORE OCCUPIED BY L.I . SMITH AT HIS HOME, BETWEEN THE EAST AND WEST BOUNDARIES AS ESTABLISHED BY HIS FENCES, TOGETHER WITH ALL OF THE RIPARIAN RIGHTS APPERTAINING THERETO, LESS AND EXCEPT RIGHT OF WAY PREVIOUSLY CONVEYED TO FLORIDA STATE ROAD DEPARTMENT, LYING SOUTH OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD NO. 30 (U.S. HIGHWAY 98) ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 238 AT PAGE 787 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

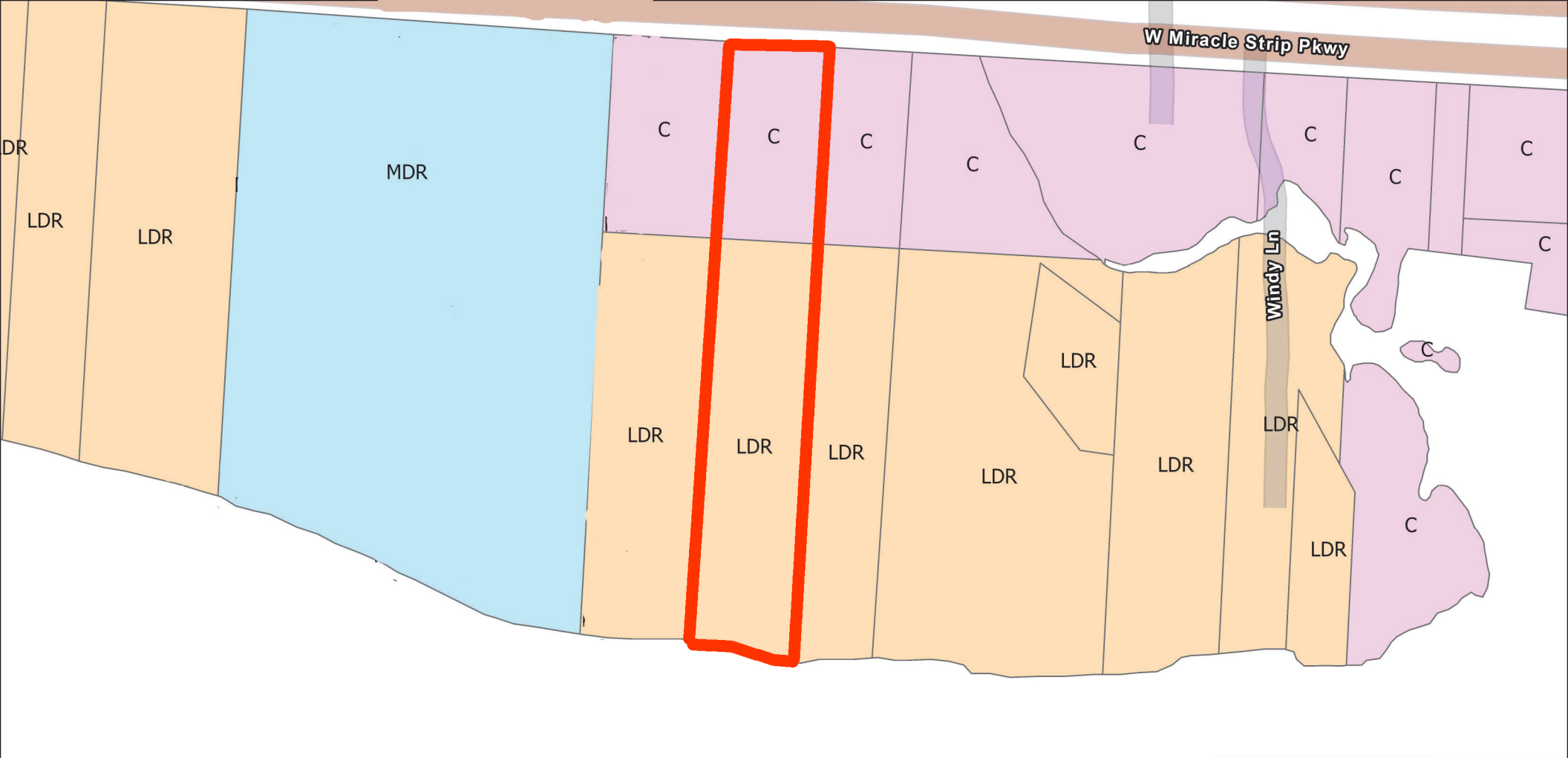


Exhibit B: Existing Future Land Use

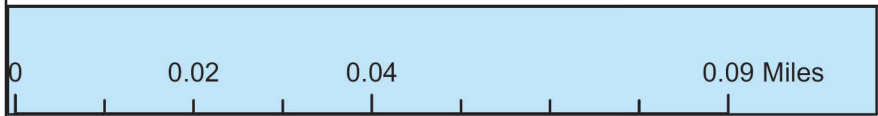
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Legend

FLU_Zoning71524	MDR
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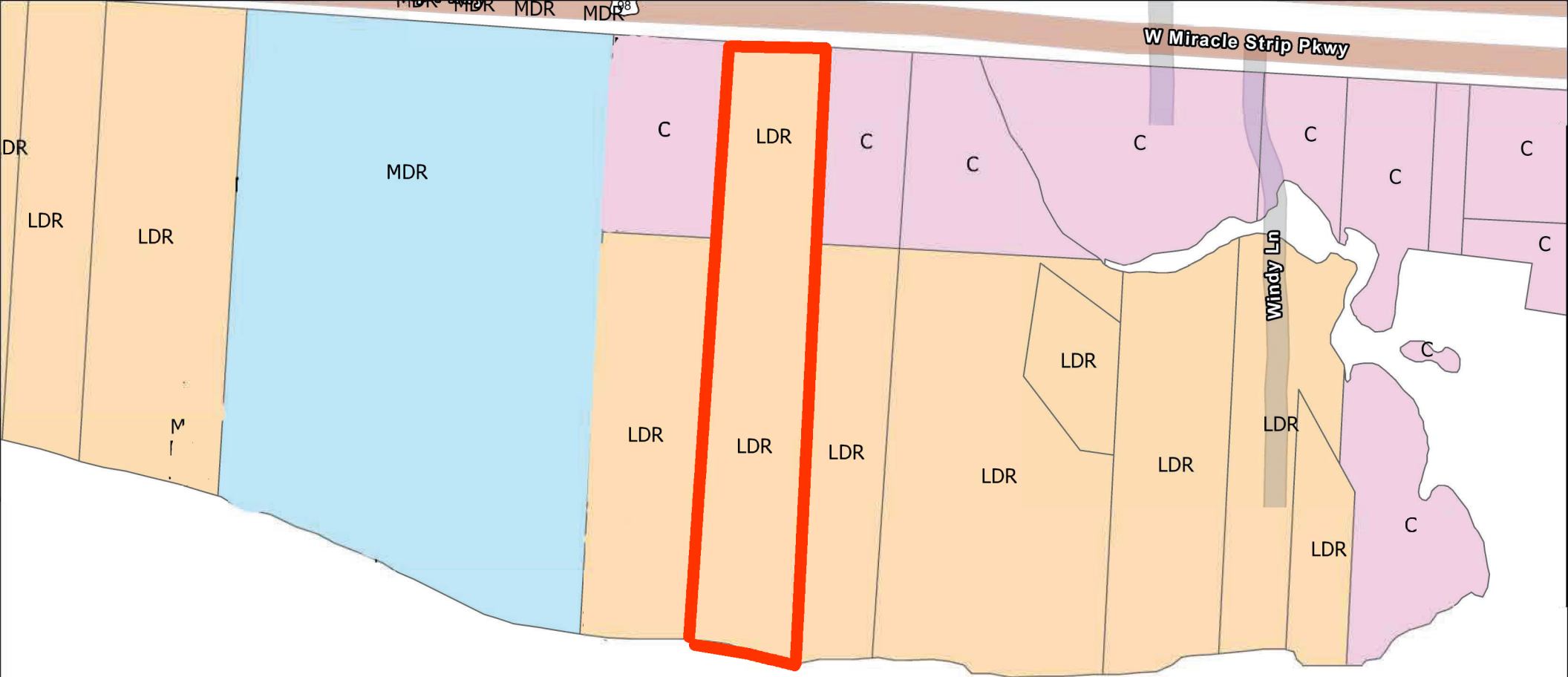


FLU Existing 191 Miracle Strip

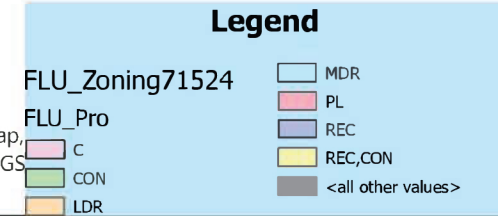


2024

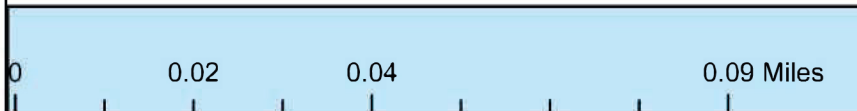




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FLU Proposed 191 Miracle Strip



2024



ORDINANCE NO. 2024-06

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA, AMENDING THE ZONING MAP OF APPROXIMATELY ONE POINT FIFTEEN (1.15) ACRES OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF US HIGHWAY NINETY EIGHT (US HWY 98) AND THE WEST SIDE OF WINDY LANE: FROM C-2 (GENERAL COMMERCIAL) TO R-1 (SINGLE FAMILY RESIDENTIAL) 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

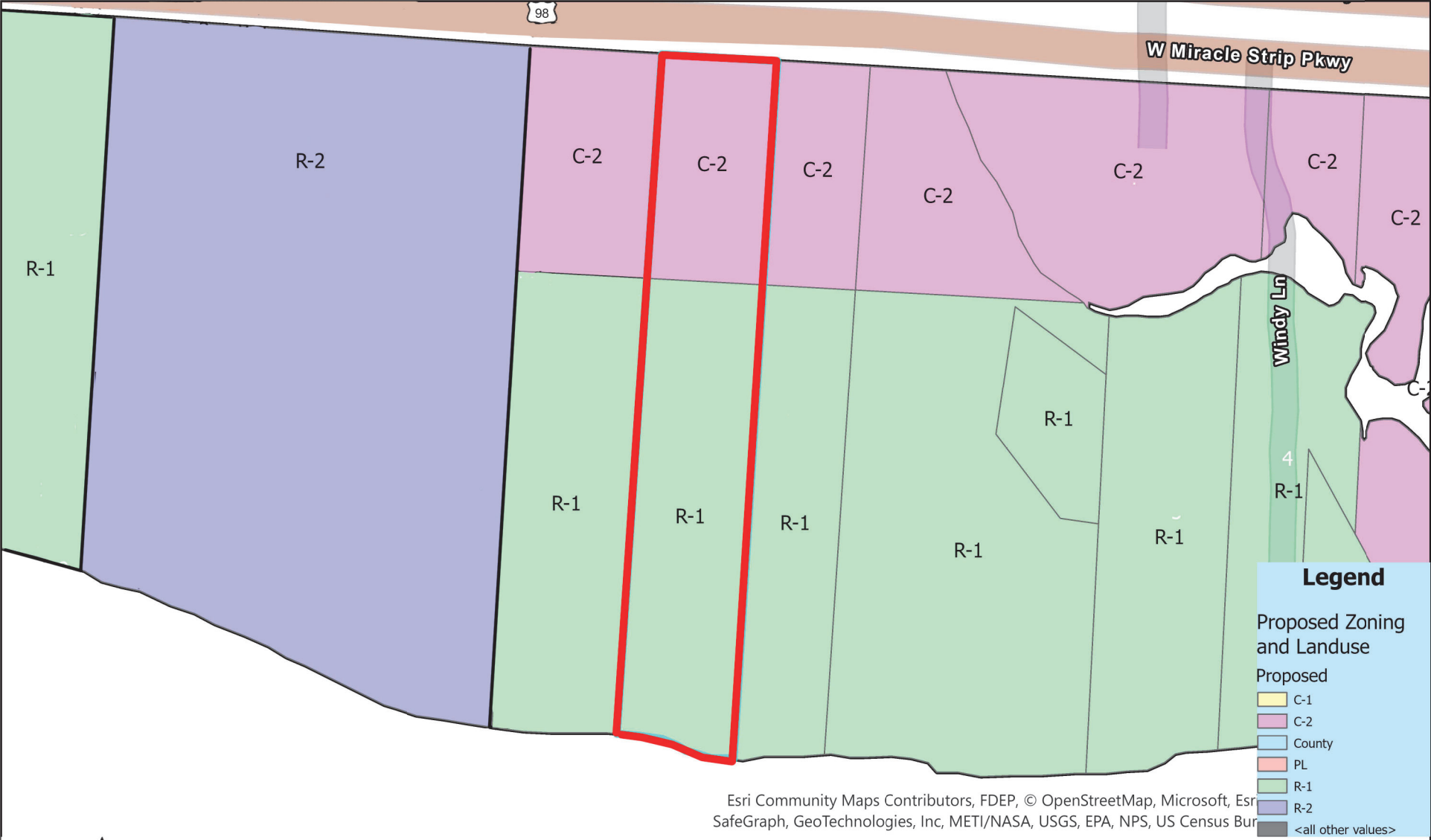
(AS- RECORDED):

(O.R. BOOK 3623, PAGE 2463)

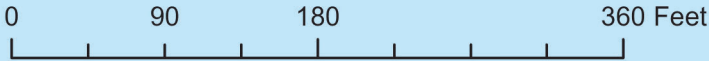
PARCEL 1:

COMMENCING AT HIGH WATER MARK ON SANTA ROSA SOUND, AT A POINT 390 FEET WEST OF THE EAST LINE OF SECTION 17, TOWNSHIP 2 SOUTH OF RANGE 24 WEST, THENCE NORTH PARALLEL TO SAID EAST LINE TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 10, THENCE WEST ALONG SAID SOUTH RIGHT OF WAY LINE 90 FEET, THENCE SOUTH PARALLEL WITH SAID EAST LINE OF SECTION 17 TO HIGH WATER MARK ON SANTA ROSA SOUND, THENCE FOLLOWING THE MEANDERINGS OF SAID SOUND AT HIGH WATER MARK EASTERLY TO POINT OF BEGINNING, IT BEING THE INTENTION OF THE PARTIES TO CONVEY THE LANDS HERETOFORE OCCUPIED BY L.I . SMITH AT HIS HOME, BETWEEN THE EAST AND WEST BOUNDARIES AS ESTABLISHED BY HIS FENCES, TOGETHER WITH ALL OF THE RIPARIAN RIGHTS APPERTAINING THERETO, LESS AND EXCEPT RIGHT OF WAY PREVIOUSLY CONVEYED TO FLORIDA STATE ROAD DEPARTMENT, LYING SOUTH OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD NO. 30 (U.S. HIGHWAY 98) ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 238 AT PAGE 787 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

Exhibit B: Current Zoning Map

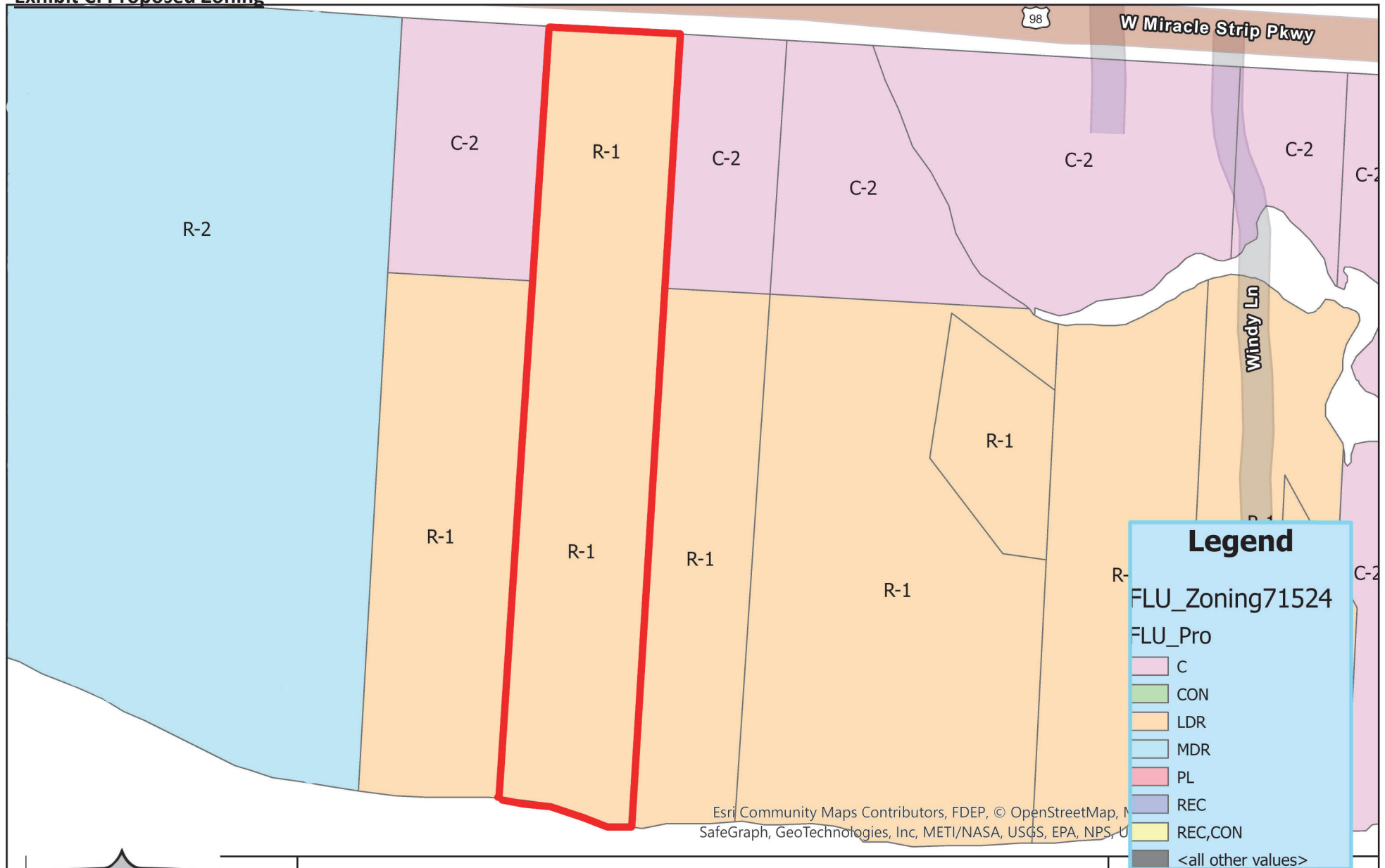


Current Zoning for 191 Miracle Strip



2024





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SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, U



Proposed Zoning For 191 Miracle Strip

0 75 150 300 Feet

2024



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF APPROXIMATELY ONE POINT FIFTEEN (1.15) ACRES OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF US HIGHWAY NINETY EIGHT (US HWY 98) AND THE WEST SIDE OF WINDY LANE: FROM LOW COMMERCIAL (COM) TO LOW DENSITY RESIDENTIAL; PROVIDING FOR LEGISLATIVE INTENT, IMPLEMENTING ACTIONS, A SAVINGS PROVISION, SCRIVENER'S ERRORS, CONFLICTS, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA, AMENDING THE ZONING MAP OF APPROXIMATELY ONE POINT FIFTEEN (1.15) ACRES OF LAND GENERALLY LOCATED ON THE SOUTH SIDE OF US HIGHWAY NINETY EIGHT (US HWY 98) AND THE WEST SIDE OF WINDY LANE: FROM C-2 (GENERAL COMMERCIAL) TO R-1 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT; PROVIDING FOR LEGISLATIVE INTENT, IMPLEMENTING ACTIONS, A SAVINGS PROVISION, SCRIVENER'S ERRORS, CONFLICTS, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or

¹ See Section 166.041(4)(c), Florida Statutes.

- ☒ The proposed ordinance is enacted to implement the following:
- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):

NOTICE OF PUBLIC HEARING CITY OF MARY ESTHER LAND USE CHANGE, COMP PLAN AMENDMENT AND REZONING

The City of Mary Esther Local Planning Agency (LPA) will conduct a Public Hearing on the Small Scale Proposed Amendment to the City's Comprehensive Plan and Rezoning. The Public Hearing will be held on Monday, December 9th, 2024 at 5:00 p.m. in the Council Chambers, City Hall, 195 Christobal Rd. N., Mary Esther, FL 32569.

The proposed amendment includes one parcel totaling 1.15 acres as shown in the map of this advertisement. The request, as made by Damian Curtis (Applicant), is to change the future land use category from commercial (Com) to Low Density Residential (LDR) for the northern portion, and to rezone the northern portion from C-2 General Commercial to R-1 (Single Family Residential).

The purpose of the Public Hearing is to provide all citizens and interested parties with the opportunity to comment on the Proposed Comp. Plan Amendment and Rezoning and to express any concerns or recommendations regarding the requests.

At the conclusion of the Public Hearing the LPA may make a recommendation to the Mary Esther City Council regarding whether to approve the proposed Comp. Plan Amendment and Rezoning. The City Council will consider the LPA recommendation at a future Public Hearing.

All citizens and interested parties are invited and encouraged to attend the Public Hearing and provide any comments or suggestions they may have.

A copy of the application for the proposed Comp. Plan Amendment and Rezoning is available for public inspection during normal business hours at City Hall, 195 Christobal Rd. N., Mary Esther, FL 32569. For more information, please contact Community Development Director, Tyler Reed at 850-243-3566.

Any person requiring special accommodation because of a disability or physical impairment should contact the City Clerk's office at least 48 hours prior to the hearing. If a person decides to appeal any decision made with respect to any matter considered at this meeting, such person will need to record the proceedings and, for such purpose, such person may need to ensure that a verbatim record of the proceeding is made, which record includes

the testimony and evidence upon which the appeal is to be based.



Parcel Tax ID: 17-2S-24-0000-0008-0000

Dillon Morris, City Clerk

AGENDA ITEM

Agenda Item 11.2.

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Reed, Community Development Director

DATE: December 9, 2024

SUBJECT: Consideration of Ordinance relating to Public Camping or Sleeping in City facilities, grounds, right-of-way, and sidewalks

BACKGROUND:

The Florida Legislature recently adopted Chapter No. 2024-11, Laws of Florida making it impermissible, effective October 1, 2024, for counties and municipalities to authorize or otherwise allow public camping or sleeping at public buildings, on public grounds, property or rights-of-way, except for very particular circumstances such as for designated recreational uses.

Chapter No. 2024-11, Laws of Florida, places an obligation on counties and cities to proactively avoid violations of the new law. Failure to do so subjects counties and municipalities to civil actions by residents of the city, owners of a business located in the city, or the Attorney General may enjoin violations of the new law, damages including attorneys' fees and costs may be imposed.

On September 19, 2024, the Okaloosa Board of County Commissioners (the BOCC or County Commission) adopted Ordinance 24 - 19 (the Ordinance), a copy of which is attached, related to public camping and sleeping on County property. The County Commission requested municipalities to consider and possibly adopting similar uniform ordinances for municipal properties. This would assist the various law enforcement agencies in the county in providing uniform enforcement.

DISCUSSION:

Recent progress of a United States Supreme Court case challenging the constitutionality of similar Oregon restrictions prohibiting encampments of public property has been monitored by Staff. The United States Supreme Court in City of Grants Pass, Oregon v. Johnson, et. al, 603 U.S.; Case No. 2023-175 (June 28, 2024), found that such laws are constitutional and do not violate the Eighth Amendment restriction on cruel and unusual punishment against homeless individuals.

City staff would like feedback from the council and law enforcement to determine the best approach to demonstrate proactive enforcement of the provisions of Chapter 2024-11, Laws of Florida.

FINANCIAL IMPACT:

There is no expected financial impact from enacting the proposed ordinance.

RECOMMENDATION:

Staff recommends council review and provide feedback on the attached Ordinance relating to public camping and sleeping on public property within City limits.

ATTACHMENT(S):

1. Ordinance 2014-19 PUBLIC HEARING RELATED TO PUBLIC SLEEPING AND CAMPING

ORDINANCE 2024 - 19

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA CREATING AND AMENDING THE FOLLOWING SECTIONS OF THE OKALOOSA COUNTY CODE OF ORDINANCES: CREATING SECTION 1-19 OF CHAPTER 1, TITLED “PROHIBITION OF PUBLIC CAMPING OR SLEEPING WITHIN COUNTY BUILDINGS OR ITS GROUNDS”; CREATING SECTION 19-2 OF ARTICLE I, CHAPTER 19, TITLED “PROHIBITION OF PUBLIC CAMPING OR SLEEPING ON COUNTY STREETS, SIDEWALKS, RIGHT-OF-WAY AND OTHER PUBLIC WAYS”; AMENDING SECTION 16-41, ARTICLE II, CHAPTER 16 PROVIDING FOR A DEFINITION OF “PUBLIC CAMPING OR SLEEPING”; AMENDING SECTION 16-43(A), ARTICLE II, CHAPTER 16, TITLED “OVERNIGHT CAMPING”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Florida Legislature in adopting Chapter No. 2024-11, Laws of Florida, has made it impermissible, effective October 1, 2024, for counties and municipalities to authorize or otherwise allow public camping or sleeping at public buildings, on public grounds, property or rights-of-way, with the exception of very particular circumstances such as for designated recreational uses; and

WHEREAS, the intent of the Florida Legislature in adopting Chapter No. 2024-11, Laws of Florida, was to fulfill an important state interest of ensuring the health, safety, welfare, quality of life, and aesthetics of Florida communities while simultaneously making adequate provision for the homeless population of the state; and

WHEREAS, Chapter No. 2024-11, Laws of Florida, places an obligation on counties and cities to proactively avoid violations of the new law, failure to do so subjects counties and municipalities to civil actions by residents of the county, owners of a business located in the county or the Attorney General may enjoin violations of the new law, damages including attorneys’ fees and costs may be imposed; and

WHEREAS, County staff has been proactive in meeting with municipal partners and law enforcement to determine the best approach forward to demonstrate proactive enforcement of the provisions of Chapter 2024-11, Laws of Florida; and

WHEREAS, prior to bringing any recommendations before the Board of County Commissioners, County staff has closely monitored the progress of a United States Supreme Court case challenging the constitutionality of similar Oregon restrictions prohibiting encampments of public property; and

WHEREAS, the United States Supreme Court in City of Grants Pass, Oregon v. Johnson, et. al, 603 U.S. ____; Case No. 2023-175 (June 28, 2024), found that such laws are constitutional and do not violate the Eighth Amendment restriction on cruel and unusual punishment against homeless individuals; and

WHEREAS, the Board finds it appropriate to create and amend its Code of Ordinances to further align with Chapter No. 2024-11, Laws of Florida and ensure it is clear that public camping or sleeping on any county facility, grounds, or right of way is prohibited unless designated as public camping for recreational use.

NOW THEREFORE, be it ordained by the Board of County Commissioners of Okaloosa County as follows:

Section 1. Findings

The above recitals are true and correct and are hereby incorporated herein as if they had been set forth in their entirety.

Section 2. Section 1-19 titled “Prohibition of Public Camping or Sleeping Within County Buildings or Its Grounds”, Chapter 1 of the Okaloosa County Code of Ordinances, is hereby created as follows (note ~~striketrough~~ text indicates deletions, underline text indicates additions):

Section 1-19. Prohibition of Public Camping or Sleeping within County Buildings or Its Grounds.

- (a) It shall be unlawful for any person, as defined in Section 1-2, to publicly camp or sleep in any County owned building or its grounds unless designated for public camping and sleeping for recreational purposes by the County. For purposes of this prohibition, grounds shall include the entirety of the parcel of property owned by the County beyond the building, including, but not limited to, grass areas, sidewalks and parking facilities.
- (b) For purposes of this section, “Public Camping or Sleeping” shall have the following meaning:
 - 1) Lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belonging; or

- 2) Lodging or residing overnight in an outdoor space without a tent or other temporary shelter.
 - 3) The term does not include: 1. Lodging or residing overnight in a motor vehicle that is registered insured, and located in a place where it may lawfully be; or 2. Camping for recreational purposes on property designated by the County for such purposes.
- (c) Any person violating the prohibition established in subsection (a) may be subject to trespass violations in accordance with chapter 810, Florida Statutes. Law enforcement is authorized to take legal and necessary action to remove a person violating this subsection.

Section 3. Section 19-2 titled “Prohibition of Public Camping or Sleeping on County Streets, Sidewalks, Right-of-Way and Other Public Ways”, Article I, Chapter 19 of the Okaloosa County Code of Ordinances, is hereby created as follows (note ~~striketrough~~ text indicates deletions, underline text indicates additions):

Section 19-2. Prohibition of Public Camping or Sleeping on County Streets, Sidewalks, Right-of-Way and Other Public Ways.

- (a) It shall be unlawful for any person to publicly camp or sleep upon any County owned street, sidewalk, right-of-way or other County owned public ways unless designated for public camping and sleeping for recreational purposes by the County.
- (b) For purposes of this section, “Public Camping or Sleeping” shall have the following meaning:
- 1) Lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belonging; or
 - 2) Lodging or residing overnight in an outdoor space without a tent or other temporary shelter.
 - 3) The term does not include: 1. Lodging or residing overnight in a motor vehicle that is registered insured, and located in a place where it may lawfully be; or 2.

Camping for recreational purposes on property designated by the County for such purposes.

(c) Any person violating the prohibition established in subsection (a) may be subject to trespass violations in accordance with chapter 810, Florida Statutes. Law enforcement is authorized to take legal and necessary action to remove a person violating this subsection.

Secs. ~~49-2~~ 19-3-19.50. – Reserved

Section 4. Section 16-41, Article II, Chapter 16 of the Okaloosa County Code of Ordinances, titled “definitions” is hereby amended to delete the definition of “Camping” and include the following additional definition (note ~~striketrough~~ text indicates deletions, underline text indicates additions):

~~Camping means the erection of shelter or a similar structure for the purpose of sleeping; or sleeping or lying upon the beach or recreational area either under or outside of any shelter, vehicle, bedroll, blanket, or other protective garb.~~

Public Camping or Sleeping means:

- a. Lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillow, or the storage of personal belongings; or
- b. Lodging or residing overnight in an outdoor space without a tent or other temporary shelter.

The Term does not include: 1. lodging or residing overnight in a motor vehicle that is registered, insured and located in a place where it may lawfully be; or 2. camping for recreational purposes on property designated by the County for such purposes.

Section 5. Section 16-43(a), Article II, Chapter 16 of the Okaloosa County Code of Ordinances, titled “Overnight Camping” is hereby amended to include the following additional definition (note ~~striketrough~~ text indicates deletions, underline text indicates additions):

(a) ~~Overnight camping~~ Public Camping or Sleeping. ~~Overnight~~ Public camping or sleeping is restricted to posted parks only. Otherwise, it shall be unlawful to publicly camp, sleep or leave non-permitted items such as, but not limited to, personal property as defined in subsection 16-41 above, collapsible structures, sheds,

trailers, etc. unattended overnight and/or those time periods during which the beaches, county parks, or recreational areas are closed.

Section 6. Conflicts. In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance of the County, the provision which establishes the higher standards for the promotion and protection of the health and safety of the people shall prevail.

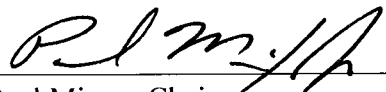
Section 7. Severability. If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

Section 8. Codification. It is the intention of the Board that the provisions of this Ordinance shall become a part of the County's Code of Ordinances, as amended. The provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article" or other appropriate word to accomplish such intention.

Section 9. Effective date. The provisions of this Ordinance shall take effect as provided by law.

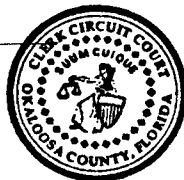
PASSED AND DULY ADOPTED by the Board of County Commissioners of Okaloosa County, Florida this 17th day of September, 2024.

BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA


Paul Nixon, Chairman

ATTEST

JD Peacock II, Clerk



APPROVED AS TO FORM


Lynn M. Hoshihara

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46 **WHEREAS**, prior to bringing any recommendations before the Board of County
47 Commissioners, County staff has closely monitored the progress of a United States Supreme Court
48 case challenging the constitutionality of similar Oregon restrictions prohibiting encampments of
49 public property; and
50

51 **WHEREAS**, the United States Supreme Court in City of Grants Pass, Oregon v. Johnson,
52 et. al, 603 U.S. ____; Case No. 2023-175 (June 28, 2024), found that such laws are constitutional
53 and do not violate the Eighth Amendment restriction on cruel and unusual punishment against
54 homeless individuals; and
55

56 **WHEREAS**, the Board finds it appropriate to create and amend its Code of Ordinances to
57 further align with Chapter No. 2024-11, Laws of Florida and ensure it is clear that public camping
58 or sleeping on any county facility, grounds, or right of way is prohibited unless designated as public
59 camping for recreational use.
60

61 **NOW THEREFORE**, be it ordained by the Board of County Commissioners of Okaloosa
62 County as follows:
63

64 **Section 1. Findings** 65

66 The above recitals are true and correct and are hereby incorporated herein as if they had
67 been set forth in their entirety.
68

69 **Section 2.** Section 1-19 titled “Prohibition of Public Camping or Sleeping Within County
70 Buildings or Its Grounds”, Chapter 1 of the Okaloosa County Code of Ordinances, is hereby
71 created as follows (note ~~striketrough~~ text indicates deletions, underline text indicates additions):
72

73 **Section 1-19. Prohibition of Public Camping or Sleeping within** 74 **County Buildings or Its Grounds.** 75

76 (a) It shall be unlawful for any person, as defined in Section 1-2, to
77 publicly camp or sleep in any County owned building or its
78 grounds unless designated for public camping and sleeping for
79 recreational purposes by the County. For purposes of this
80 prohibition, grounds shall include the entirety of the parcel of
81 property owned by the County beyond the building, including,
82 but not limited to, grass areas, sidewalks and parking facilities.
83

84 (b) For purposes of this section, “Public Camping or Sleeping” shall
85 have the following meaning:
86

- 87 1) Lodging or residing overnight in a temporary outdoor
88 habitation used as a dwelling or living space and
89 evidenced by the erection of a tent or other temporary
90 shelter, the presence of bedding or pillows, or the storage
91 of personal belonging; or

92
93 2) Lodging or residing overnight in an outdoor space
94 without a tent or other temporary shelter.

95
96 3) The term does not include: 1. Lodging or residing
97 overnight in a motor vehicle that is registered insured,
98 and located in a place where it may lawfully be; or 2.
99 Camping for recreational purposes on property
100 designated by the County for such purposes.

101
102 (c) Any person violating the prohibition established in subsection
103 (a) may be subject to trespass violations in accordance with
104 chapter 810, Florida Statutes. Law enforcement is authorized to
105 take legal and necessary action to remove a person violating this
106 subsection.

107
108 **Section 3.** Section 19-2 titled “Prohibition of Public Camping or Sleeping on County Streets,
109 Sidewalks, Right-of-Way and Other Public Ways”, Article I, Chapter 19 of the Okaloosa County
110 Code of Ordinances, is hereby created as follows (note ~~striketrough~~ text indicates deletions,
111 underline text indicates additions):

112
113 **Section 19-2. Prohibition of Public Camping or Sleeping on**
114 **County Streets, Sidewalks, Right-of-Way and Other Public**
115 **Ways.**

116
117 (a) It shall be unlawful for any person to publicly camp or sleep
118 upon any County owned street, sidewalk, right-of-way or other
119 County owned public ways unless designated for public camping
120 and sleeping for recreational purposes by the County.

121
122 (b) For purposes of this section, “Public Camping or Sleeping”
123 shall have the following meaning:

124
125 1) Lodging or residing overnight in a temporary outdoor
126 habitation used as a dwelling or living space and
127 evidenced by the erection of a tent or other temporary
128 shelter, the presence of bedding or pillows, or the storage
129 of personal belonging; or

130
131 2) Lodging or residing overnight in an outdoor space
132 without a tent or other temporary shelter.

133
134 3) The term does not include: 1. Lodging or residing
135 overnight in a motor vehicle that is registered insured,
136 and located in a place where it may lawfully be; or 2.

Camping for recreational purposes on property
designated by the County for such purposes.

(c) Any person violating the prohibition established in
subsection (a) may be subject to trespass violations in accordance
with chapter 810, Florida Statutes. Law enforcement is authorized
to take legal and necessary action to remove a person violating this
subsection.

Secs. ~~19-2~~ 19-3-19.50. – Reserved

Section 4. Section 16-41, Article II, Chapter 16 of the Okaloosa County Code of Ordinances, titled
“definitions” is hereby amended to delete the definition of “Camping” and include the following
additional definition (note ~~striketrough~~ text indicates deletions, underline text indicates
additions):

~~Camping means the erection of shelter or a similar structure for the
purpose of sleeping; or sleeping or lying upon the beach or
recreational area either under or outside of any shelter, vehicle,
bedroll, blanket, or other protective garb.~~

Public Camping or Sleeping means:

- a. Lodging or residing overnight in a temporary outdoor habitation
used as a dwelling or living space and evidenced by the erection of
a tent or other temporary shelter, the presence of bedding or pillow,
or the storage of personal belongings; or
- b. Lodging or residing overnight in an outdoor space without a tent or
other temporary shelter.

The Term does not include: 1. lodging or residing overnight in a
motor vehicle that is registered, insured and located in a place where
it may lawfully be; or 2. camping for recreational purposes on
property designated by the County for such purposes.

Section 5. Section 16-43(a), Article II, Chapter 16 of the Okaloosa County Code of Ordinances,
titled “Overnight Camping” is hereby amended to include the following additional definition (note
~~striketrough~~ text indicates deletions, underline text indicates additions):

(a) ~~Overnight camping~~ Public Camping or Sleeping. ~~Overnight~~
Public camping or sleeping is restricted to posted parks only.
Otherwise, it shall be unlawful to publicly camp, sleep or leave non-
permitted items such as, but not limited to, personal property as
defined in subsection 16-41 above, collapsible structures, sheds,

trailers, etc. unattended overnight and/or those time periods during
which the beaches, county parks, or recreational areas are closed.

Section 6. Conflicts. In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance of the County, the provision which establishes the higher standards for the promotion and protection of the health and safety of the people shall prevail.

Section 7. Severability. If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

Section 8. Codification. It is the intention of the Board that the provisions of this Ordinance shall become a part of the County's Code of Ordinances, as amended. The provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article" or other appropriate word to accomplish such intention.

Section 9. Effective date. The provisions of this Ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Okaloosa County, Florida this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA

Paul Mixon, Chairman

ATTEST

JD Peacock II, Clerk

APPROVED AS TO FORM

Lynn M. Hoshihara

AGENDA ITEM

Agenda Item 11.3.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey

DATE: December 9, 2024

SUBJECT: Approval of Contract with US Tank for Water Storage Tank Maintenance Program

BACKGROUND:

Last month, City Council awarded the proposal to US Tank for the maintenance of all water tanks, including 3 elevated tanks and 4 ground storage tanks, and directed staff to negotiate terms for that agreement.

DISCUSSION:

The current year budget includes \$70,000 for both Ground and Elevated Tank Maintenance. The lowest proposal was with US Tank for \$78,000 and this was negotiated down to \$71,000.

FINANCIAL IMPACT:

While slightly over budget, this maintenance contract offers predictable costs with a low 3% annual inflation factor. This allows us to accurately forecast expenses for the next decade, avoid unexpected price hikes, and prioritize other city needs.

RECOMMENDATION:

Motion to approve the maintenance contract with U.S. Tank and authorize the Mayor to execute the contract.

ATTACHMENT(S):

1. US Tank Contract

U.S. TANK, INC.

P.O. Box 754

Chipley, Florida 32428

850-415-6239

WATER TANK MAINTENANCE AGREEMENT Ten Year Contract with Renewal Option

This Agreement is entered into by and between the City of Mary Esther Florida, hereinafter known as the **OWNER**, and U.S. Tank, Inc., hereinafter known as the **Company**.

The Agreement is entered into by the parties for the Company to provide certain professional services consistent with RFP 2024-08 Water Storage Tank Maintenance Program (the "RFP"). The parties further expressly agree to the incorporation of the Proposal of Vendor which was submitted to the City (the "Vendor Proposal"). The parties expressly agree incorporation of the RFP and Vendor Proposal shall be made part of this Agreement by reference.

The Owner agrees to employ the Company to provide the professional service needed to maintain the following water storage tanks:

1. 40,000-gallon Ground Storage tank – 140 Christobal Rd. (Tank #1)
2. 40,000-gallon Ground Storage tank – 140 Christobal Rd. (Tank #2)
3. 40,000-gallon Ground Storage tank – 140 Christobal Rd. (Tank #3)
4. 100,000-gallon Elevated Storage tank – 140 Christobal Rd. (Christobal Tank)
5. 40,000-gallon Ground Storage tank – 27 Mary Esther Dr. (Mary Esther Drive Tank)
6. 250,000-gallon Elevated Storage tank – 27 Mary Esther Dr. (Mary Esther Drive Ped Tank)
7. 250,000-gallon Elevated Storage tank – Town Lane (Town Lane Tank)

This Agreement binds the Company to total responsibility for the care and maintenance of the above-described water storage tank(s) as set forth in this Agreement. In the event of any conflicts or lack of specificity in this Agreement or any attachments to the Agreement, the parties agree that the order of priority shall be as follows: (1) this Agreement, (2) the RFP, and (3) the Vendor Proposal.

Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year 2025. The tank and tower will be thoroughly inspected to assure that the structure is in sound watertight condition.

Every third year beginning with the first washout/inspection or interior renovation, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower. The foundations will be caulked, grouted and or painted to help prevent water and other elements from penetrating the concrete. The company is not responsible for working valves or any underground piping and foundation work.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is scheduled. The need for interior painting prior to the scheduled date is to be determined by the thickness of the existing liner and its protective condition. The

need for exterior painting to be done as scheduled or determined by the appearance and protective condition of the existing paint.

Our exterior paint jobs are based on eight year time frames or earlier if needed, based on the types of paint used.

When painting is to be completed, all products and procedures will be equal to, or exceed the requirements of the Florida Department of Environmental Protection, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation coating materials, and disinfection to strictly adhere to the RFP.

When interior renovation is to be completed, procedures outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area and will strictly adhere to the RFP.

Our interior paint jobs are based on twelve year time frames or earlier if needed.

At such a time that the exterior needs painting, the Owner may select the color, or color scheme. The Company will select the type of paint that best suits the application.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry into the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency services to handle any problems with the tank at no additional cost to the Owner. Same day service is provided in most cases with the following day being the latest. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish pressure relief valves, if needed, to install in the water system so that the Owner's wells can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time work is performed, or upon renewal of any policy.

This is a TEN YEAR CONTRACT, with a Ten Year Renewal Option. See attached Addendum for work schedule and pricing.

Refer to the pricing schedule for the first TEN years of this agreement. At the end of the ten-year term, the Owner may choose to extend the contract for another ten years. If the renewal option is accepted, in year 2035 and each one year thereafter, the annual fee will be adjusted by 3 % each year to cover the cost of inflation. The adjustment shall be limited to a maximum of 3% annually.

This contract does not include containment for any reason or disposal of any hazardous waste materials.

The Company will provide annual inspection reports to the Owner for state requirements; interior washouts will be signed and sealed by a registered engineer within thirty (30) days from the day of inspection.

The Company will not be responsible for any damages which may be caused by any act of nature or terrorism. However, vandalism is covered and we will do minor touchups due to these activities.

The Company will not be responsible for any damage to the tank or the paint job on the tank caused by any firm that installs appurtenances to the tank such as conduits, bracing and/or Antennas. The company should be afforded the opportunity to look at the spec's on any mounting to make sure it meets OSHA safety regulations.

This contract is subject to cancellation by the Owner only if intent to cancel is received by the Company prior to the anniversary date. Notice of Cancellation must be delivered by registered mail and signed by the Mayor, Chairperson or the City Manager

VENUE:

This Contract shall be governed by the laws of the State of Florida both as to its interpretation and performance without regard to its choice of law requirements. Should either party be required to legally enforce this agreement then suit shall be filed in the Circuit Court of the Owner's local County as the exclusive venue to adjudicate the same and the non-prevailing party shall be responsible for the expenses of the prevailing party, including reasonable attorney's fees because of such litigation.

Circle your choice of payment:



Annually

Semi-Annually

Quarterly

Monthly

This Agreement is entered into this _____ day of _____,
20____.

Owner:

U.S. Tank, Inc.

Print Name

Jim Morris

Print Name

Signature

Title

Witness Print Name

Witness Signature

Billing Address:

Jim Morris
Signature

President

Title

Lynette E. Brown
Witness Print Name

Lynette E. Brown

Witness Signature

Seal:



AGENDA ITEM

Agenda Item 11.4.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey

DATE: December 9, 2024

SUBJECT: Award of RFB 2024-10, City Hall Adaptive Re-use Project

BACKGROUND:

The City purchased the vacated bank located at 302 Mary Esther Boulevard and hired Florida Architects, Inc to prepare a new adaptive reuse of this building into a City Hall. The plan was approved by City Council and sent out for bid. We received 5 bids with Florida Architects finding that the lowest responsive bidder was Stockton Construction Group. They checked references and recommended them for an award.

DISCUSSION:

The lowest responsive bidder was \$563,783.92. Bids ranged in price up to over \$800,000, but four of the bids were in the \$500-600,000 range. See attached bid tabulation.

The base bid from Stockton includes the alternative for signage. Stockton did not include Exhibit O in the original bid and sent in this attachment later which is the vendor affidavit regarding the use of Coercion for Labor and Services. The other bidders except one also failed to send in this exhibit, which requirement was added later in an addendum.

Staff and the City Attorney have reviewed the contract and do not propose any changes.

FINANCIAL IMPACT:

The bid from Stockton Construction is \$563,783.92, which is below the architect's estimate of \$647,088. The FY 2025 Budget allocates a total of \$765,674 for the project. This includes the bid award, as well as funds for furniture, fixtures, and equipment; Council Chambers and conference room A/V equipment; and parking lot improvements to be done in-house. The architect recommends approval of the bid at \$563,783.92. This number includes an owner contingency of \$50,000 for this project allowing staff to approve any change orders up to this amount.

RECOMMENDATION:

Motion to award RFB 2024-10 City of Mary Esther City Hall Adaptive Re-use Project to Stockton Construction Group, accept Exhibit O turned in after bids were opened, and authorize the Mayor to sign the contract for \$563,783.92 including an owner contingency of \$50,000 for any change orders that the staff can approve as necessary for the project.

ATTACHMENT(S):

1. Exhibit C - Vendor Affidavit Regarding the Use of Coercion for Labor and Services
2. 241203_City Hall Bid Award Updated_JJS
3. 241203_CME 2024-10_City Hall_A101-2017_Agreement_Unsigned

EXHIBIT "O"

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: STOCKTON CONSTRUCTION
Address: 1975 SAWSBURY'S WAY, STE 115 WPB FL 33411
Phone Number: (561) 660-7471
Authorized Representative's Name: MATT RIORDAN
Authorized Representative's Title: GENERAL COUNSEL
Email Address: mriordan@stocktonmaintenance.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Bay County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.


Signature of Authorized Representative

EXHIBIT "O"

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: STOCKTON CONSTRUCTION
Address: 1975 SAWSBURY'S WAY, STE 115 WPB FL 33411
Phone Number: (561) 660-7471
Authorized Representative's Name: MATT RIORDAN
Authorized Representative's Title: GENERAL COUNSEL
Email Address: mriordan@stocktonmaintenance.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Bay County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.


Signature of Authorized Representative

CITY OF MARY ESTHER, FLORIDA
CITY HALL ADAPTIVE RE-USE PROJECT BID NO. 2024-10



December 3, 2024

Mr. Jared Cobb, City Manager
City of Mary Esther
195 Christobal Rd.
Mary Esther, FL 32569
Via: jcobb@cityofmaryesther.com

RE: CITY HALL ADAPTIVE RE-USE PROJECT Bid No. 2024-10
Project Bid Award Recommendation Letter

Florida Architects, Inc. (FLA) is pleased to present this Letter of Recommendation for Bid Award and the related AIA Agreement for the referenced Project. This project underwent one round of bidding with five qualified contractors submitting proposals. FLA has assisted the City of Mary Esther in obtaining competitive Bid Proposals and recommends that the City of Mary Esther award the bid to the lowest qualified bidder:

Stockton Construction, LLC
1975 Sansberry's Way, Suite 115
West Palm Beach, FL 33411

Base-Bid and Including Alternate #1 Amount: for the total stipulated sum of
Five-Hundred-Sixty-Three-Thousand-Seven-Hundred-Eighty-Three Dollars and 92/100 (\$563,783.92).

Process: the successful public bidding process summary as noted:

1. Round One: The Project RFP was first advertised on the City's procurement website and with BidNet Direct. Five bidders submitted a proposal.
2. The recommended firm's Proposal was reviewed and found to be complete as required. The Architect reviewed their experience and found multiple public entities that utilized their similar services successfully.

Remaining Schedule Anticipated:

Award Bid (Mary Esther City Council) *	12/09/24
Receive, Approve Executed Contract, Bonds & Insurance*	12/17/24
Notice-To-Proceed*	12/11/24
Substantial Completion Forty-Five (280 Days) *	09/17/25
Final Completion Fifteen (15 Days) *	10/17/25

* Actual date may vary depending on results of the approval and construction processes.

If the City approves the Award, They may also approve the AIA Agreement to save time. Please let us know if you have any questions. Thank you for the opportunity to continue *best serving* the City of Mary Esther.

Sincerely,
FLORIDA ARCHITECTS, INC.

 Digitally signed by Joseph J. Sorci
DN: cn=Joseph J. Sorci, o=ou,
email=jsorci@floridaarchitects.co
m, c=US
Date: 2024.12.04 09:15:36 -06'00'

Joseph Sorci, AIA, President

Encl: Bid Tabulation Form
AIA Agreement A101-2017 Standard Form of Agreement Between Owner and Contractor (Via separate cover)

CITY OF MARY ESTHER, FL
CITY HALL ADAPTIVE RE-USE (FLA PROJECT #: 4315-02)
NOVEMBER 26, 2024 @ 2:30 P.M.

CITY OF MARY ESTHER BID #: 2024-10

REGISTERED BIDDERS NAME	ADDENDUM ACKNOW- LEDGEMENT FORM			BID FORM EXHIBIT A	BID 5% BOND EXHIBIT B	LIST OF SUBS EXHIBIT C	FORM EXHIBIT D	FORM EXHIBIT E	FORM EXHIBIT F	FORM EXHIBIT G	FORM EXHIBIT H	EXHIBIT L A305-2020 A-E	FORM EXHIBIT N	BASE BID	ALTERNATE #1 (Exterior Signage)	TOTAL BID AMOUNT (Base- Bid Plus Alternate(s))
	1	2														
Emerald Coast Constructors, Inc.	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓			\$ 558,000.00	\$ 14,900.00	\$ 572,900.00
																\$ -
Bear General Contractors, LLC	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓		\$ 811,792.00	\$ 17,022.00	\$ 828,814.00
																\$ -
Grand Bay Construction	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓		\$ 559,627.00	\$ 24,000.00	\$ 583,627.00
																\$ -
Diversified General Contractors, Inc.	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓			\$ 578,456.75	\$ 9,548.25	\$ 588,005.00
Stockton Construction Group	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓		\$ 563,783.92	Included in Base Bid	\$ 563,783.92

Opened By: Dillon Morris

Witnessed By: Shawn Lindsey and Martin Hengge

Florida Architects, Inc. License #AR0012728

 AIA® Document A101® – 2017**Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Ninth day of December in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mary Esther, Florida
195 Christobal Road
Mary Esther, FL 32569
850.234.3566

and the Contractor:
(Name, legal status, address and other information)

Stockton Construction Group, LLC
1975 Sansbury's Way, Suite 116
West Palm Beach, FL 33411
561.660.7471

for the following Project:
(Name, location and detailed description)

The City of Mary Esther, FL City Hall Adaptive Re-Use Project RFP No. 2024-10
302 Mary Esther Boulevard
Mary Esther, FL 32569
Level 2 Alterations to an existing bank building, adaptive re-use project into a City Hall for the City of Mary Esther, FL. Existing building is approx. 6,427-NSF.

The Architect:
(Name, legal status, address and other information)

Florida Architects, Inc. (FLA)
103 W. 5th Street Panama City
Panama City, FL 32401
850.257.5400

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- ☒ Not later than Two Hundred Eighty (280) calendar days from the date of commencement of the Work.
- ☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred and Sixty-Three Thousand Seven Hundred Eighty-Three Dollars and Ninety-Two Cents (\$ 563,783.92), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No.1: Exterior Building Signage	Included with Base-Bid

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Alternate No.1: Exterior Building Signage	Included in Base-Bid	Verify letters, etc.

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Item No. 1: Owner's Contingency	\$50,000.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

\$1,000.00 per Calendar Day for both Substantial Completion and Final Completion - Refer to Section 00 10 00, Subsection 1.23

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the

month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- .4 Partial Conditional Lien Releases from Contractor and all Subcontractors to be paid out of Application.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5.0%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Insurance and Bonds, and General Conditions costs.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions

for such modifications.)

None.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: *(Insert any other conditions for release of retainage upon Substantial Completion.)*

Amount determined by Architect to complete the Punch List items may be withheld.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.00 % monthly

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☒ Other *(Specify)*

Litigation in a court of competent jurisdiction with venue solely in Okaloosa County, FL

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

No Termination Fee. Contractor will be paid for services completed by Termination Date and any materials on-site not already paid for by either the Contractor or Owner.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Shawn Lindsey, Director of Public Works
195 Christobal Rd. N., Mary Esther, FL 32659
850.243.3566, x138
slindsey@cityofmaryesther.com

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Douglas Riordan, President
1975 Sansbury’s Way, Suite 115
West Palm Beach, Florida 33411
561.660.7471

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given:

By Email or U.S. Postal Service to the parties.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Project Manual/Specifications- all Sections listed in the Table of Contents

.5 Drawings - All Drawings listed in the Index to Drawings

.6 Specifications - All Specification Sections listed in the Table of Contents

.7 Addenda, if any:

Number	Date	Pages
Addendum No.1	11/15/24	24
Addendum No.2	11/18/24	12

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Specification Section 00 80 00	Supplementary General Conditions	October 4, 2024	1-12
Specification Section 00 82 00	Special Conditions	October 4, 2024	1-12

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.).

.1 Exhibit B - Contractors Bid Proposal as attached.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

BY: Chris Stein, Mayor

(Printed name and title)

CONTRACTOR *(Signature)*

BY: Douglas Riordan, President

(Printed name and title)



Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:23:58 CST on 12/04/2024.

Changes to original AIA text

PAGE 3

Portion of Work	Substantial Completion Date
<u>N/A</u>	
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred and Sixty-Three Thousand Seven Hundred Eighty-Three Dollars and Ninety-Two Cents (\$ 563,783.92), subject to additions and deductions as provided in the Contract Documents.	

Item	Price	
<u>Alternate No.1: Exterior Building Signage</u>	<u>Included with Base-Bid</u>	
Item	Price	Conditions for Acceptance
<u>Alternate No.1: Exterior Building Signage</u>	<u>Included in Base-Bid</u>	<u>Verify letters, etc.</u>
Item	Price	
<u>Item No. 1: Owner's Contingency</u>	<u>\$50,000.00</u>	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

PAGE 4

- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- .4 Partial Conditional Lein Releases from Contractor and all Subcontractors to be paid out of Application.

PAGE 5

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, ~~or as follows:~~

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, ~~unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.~~
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☒ Other (*Specify*)

Litigation in a court of competent jurisdiction with venue solely in Okaloosa County, FL

PAGE 6

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~

~~§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given; in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

~~§ 8.7 Other provisions:~~

PAGE 7

.4 Project Manual/Specifications- all Sections listed in the Table of Contents~~Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)~~

.5 Drawings - All Drawings listed in the Index to Drawings

Number	Title	Date
--------	-------	------

.6 Specifications - All Specification Sections listed in the Table of Contents

Section	Title	Date	Pages
---------	-------	------	-------

Number	Date	Pages
<u>Addendum No.1</u>	<u>11/15/24</u>	<u>24</u>
<u>Addendum No.2</u>	<u>11/18/24</u>	<u>12</u>

~~☐ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this Agreement.)~~

~~☐ The Sustainability Plan:~~

Title	Date	Pages
-------	------	-------

Document	Title	Date	Pages
<u>Specification Section 00 80 00</u>	<u>Supplementary General Conditions</u>	<u>October 4, 2024</u>	<u>1-12</u>

- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Variable Information

PAGE 1

AGREEMENT made as of the Ninth day of December in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

City of Mary Esther, Florida

195 Christobal Road
Mary Esther, FL 32569

850.234.3566

Stockton Construction Group, LLC

1975 Sansbury's Way, Suite 116
West Palm Beach, FL 33411

561.660.7471

The City of Mary Esther, FL City Hall Adaptive Re-Use Project RFP No. 2024-10

302 Mary Esther Boulevard
Mary Esther, FL 32569

Level 2 Alterations to an existing bank building, adaptive re-use project into a City Hall for the City of Mary Esther, FL. Existing building is approx. 6,427-NSF.

Florida Architects, Inc. (FLA)

103 W. 5th Street Panama City
Panama City, FL 32401

850.257.5400

PAGE 2

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

☒ Not later than Two Hundred Eighty (280) calendar days from the date of commencement of the Work.

☐ By the following date:

PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred and Sixty-Three Thousand Seven Hundred Eighty-Three Dollars and Ninety-Two Cents (\$ 563,783.92), subject to additions and deductions as provided in the Contract Documents.

\$1,000.00 per Calendar Day for both Substantial Completion and Final Completion - Refer to Section 00 10 00, Subsection 1.23

None.

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

5.0%

Insurance and Bonds, and General Conditions costs.

PAGE 5

None.

Amount determined by Architect to complete the Punch List items may be withheld.

1.00 % monthly

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☐ Litigation in a court of competent jurisdiction

☒ Other (*Specify*)

Litigation in a court of competent jurisdiction with venue solely in Okaloosa County, FL

PAGE 6

No Termination Fee. Contractor will be paid for services completed by Termination Date and any materials on-site not already paid for by either the Contractor or Owner.

Shawn Lindsey, Director of Public Works

195 Christobal Rd. N., Mary Esther, FL 32659

850.243.3566, x138

slindsey@cityofmaryesther.com

Douglas Riordan, President

1975 Sansbury's Way, Suite 115
West Palm Beach, Florida 33411

561.660.7471

By Email or U.S. Postal Service to the parties.

PAGE 7

[X] Supplementary and other Conditions of the Contract:

.1 Exhibit B - Contractors Bid Proposal as attached.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:23:58 CST on 12/04/2024 under Order No. 20240031844 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Digitally signed by Joseph J. Sorci
DN: cn=Joseph J. Sorci, o, ou,
email=jsorci@floridaarchitects.com,
c=US
Date: 2024.12.04 09:39:51 -06'00'

Florida Architects, Inc. President

(Title)

12/04/24

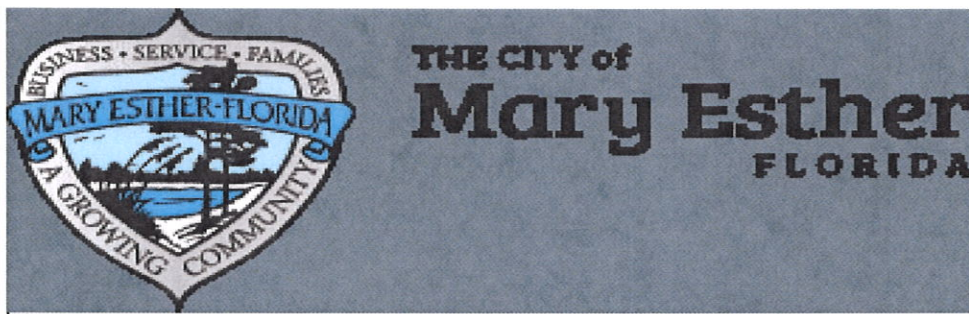
(Dated)



**CITY OF MARY ESTHER CITY HALL ADAPTIVE RE-
USE PROJECT BID/PROJECT NO. 2024-10**

PROPOSAL - FLA Project #4315-023

Tuesday, November 26, 2024



PREPARED FOR

Dillon Morris, City Clerk

City of Mary Esther

195 Christobal Rd
Mary Esther, FL 32569

PREPARED BY

Andrew Orr

Estimator / Project Manager

STOCKTON CONSTRUCTION GROUP

1975 Sansberry's Way Suite 115
West Palm Beach, FL 33411

SECTION 00 31 00 – BID PROPOSAL FORM (EXHIBIT “A”)

1 GENERAL

BID FOR CONSTRUCTION CONTRACT FOR:
CITY HALL ADAPTIVE RE-USE PROJECT
BID No. 2024-10

1.1 BID FROM:

(herein after called "Bidder") a Corporate organized and existing under the laws of the State of Florida, a Partnership, or an individual.

TO: CITY OF MARY ESTHER, FL CITY HALL
195 Christobal Rd
Mary Esther, FL 32569

- A. The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as Principal or Principals is, or are, named herein and that no other person and herein mentioned has any interest in this proposal or in the contract to be entered into; that this Bid is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith, without collusion or fraud.
- B. The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done; that he has examined the drawings and specifications for the work and the contractual documents relative thereto (available by registering with the Architect), and has read all the special provisions furnished prior to the opening of bids, and that he has satisfied himself relative to the work to be performed.
- C. The Bidder proposes and agrees, if this Bid is accepted, to contract the Owner in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the scope-of-work identified in full and complete accordance with the shown, noted, described, and intended requirements of the Contract Documents to the full and entire satisfaction of Florida Architects, Inc. with a definite understanding that no money will be allowed for extra work except as set for in the Contract Documents, the Bidder makes the following proposal.
- D. The Bidder further proposes and agrees to commence work under this Contract no later than five (5) consecutive days from the date established in the Notice to Proceed issued by the Architect and be Substantially and Finally Complete within the time as specified in Section 00 10 00, "Instructions to Bidders", Subsection 1.23. Liquidated Damages apply for failure to perform as specified in the Project Manual.

1.2 After the date of Substantial Completion, an additional Thirty (30) calendar days as noted above will be allowed for the following:

- A. Completion of all punch-list items.
- B. Removal of equipment, excess materials, and debris from the site.
- C. Final cleaning.
- D. Completion and submission of all Contract close-out items, including as-built drawings and maintenance manuals as specified in the Project Manual.

1.3 The Bidder further proposes and agrees to execute and deliver the said Contract and the required Certificates of Insurance and Bonds, all within five (5) consecutive calendar days after written notice being given of the Notice of Award of the contract.

1.4 CONSIDERATION OF BIDS:

- A. The Bidder agrees that this bid may not be withdrawn for a period of sixty (60) calendar days from the opening thereof.
- B. Refer to Section 00 10 00, Instructions to Bidders for list of Exhibits and requirements to be attached to this Proposal.
- C. This Bid Form shall become a part of the Contract for Construction.

1.5 ALLOWANCES:

- A. The Contractor shall include Fifty-Thousand Dollars (\$50,000.00) for the Owner's Contingency only to be used in the Contract for items approved in writing by the Architect and Owner.

1.6 ADDENDA RECEIPT:

- A. Complete and attach the Addenda to the Bidding Documents Acknowledgement Form Exhibit "I", Section 00 10 00.

1.7 BID AMOUNTS:

- A. Base Bid Amount: For all work associated with the CITY HALL ADAPTIVE REUSE PROJECT and described on the Drawings and in the Project Manual/Specifications:

Bid Amount (In Words):

Five hundred Sixty three thousand Seven hundred eightythree Dollars
(\$ 563,783.92) and ninetytwo cents

Show in both words and figure. In case of discrepancy, amount shown in words shall govern.

1.8 ALTERNATES:

- A. None.

1.9 SIGNATURES:

The undersigned Bidder holds Florida Construction Industry Licensing Board Certification Number:

CBC 1265588

Respectfully submitted,

(FIRM NAME) Stockton Construction Group

Address: 1975 Sansbury's way, #115 West Palm Bch, FL 33411

By: Douglas S Riordan

By: Douglas S Riordan (Dec 3, 2024 17:04 EST)

(Signature of Authorized Officer)

Print Name & Title: Douglas S Riordan President

Witness: 

(Seal if bid is by a Corporation)

(SEAL)

State of Florida General Contractor's License Number: CBC 1265588

1.11 DISCLAIMER

- A. The Owner reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, or to obtain new bids.

2 PRODUCTS (Not Used)

3 EXECUTION (Not Used)

END OF SECTION 00 31 00

Created:	2024-12-03
By:	Melissa Vespia (vespiamelissa.smg@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXXfXRPWh4YF7ISH2w0GvTpX3dACOsmt

"2109_241203193000_001" History

-  Document created by Melissa Vespia (vespiamelissa.smg@gmail.com)
2024-12-03 - 9:39:43 PM GMT
-  Document emailed to Douglas Riordan (driordan@stocktonmaintenance.com) for signature
2024-12-03 - 9:39:47 PM GMT
-  Document emailed to Matt Riordan (mriordan@stocktonmaintenance.com) for signature
2024-12-03 - 9:39:47 PM GMT
-  Email viewed by Matt Riordan (mriordan@stocktonmaintenance.com)
2024-12-03 - 9:47:39 PM GMT
-  Document e-signed by Matt Riordan (mriordan@stocktonmaintenance.com)
Signature Date: 2024-12-03 - 9:48:00 PM GMT - Time Source: server
-  Email viewed by Douglas Riordan (driordan@stocktonmaintenance.com)
2024-12-03 - 10:03:07 PM GMT
-  Signer Douglas Riordan (driordan@stocktonmaintenance.com) entered name at signing as Douglas S Riordan
2024-12-03 - 10:04:03 PM GMT
-  Document e-signed by Douglas S Riordan (driordan@stocktonmaintenance.com)
Signature Date: 2024-12-03 - 10:04:05 PM GMT - Time Source: server
-  Agreement completed.
2024-12-03 - 10:04:05 PM GMT

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Stockton Construction Group, LLC
1975 Sansbury's Way, Suite 116
West Palm Beach, FL 33411

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496

OWNER:

(Name, legal status and address)

The City of Mary Esther, Florida
195 Christobal Road
Mary Esther, FL 32569

BOND AMOUNT:

5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

City of Mary Esther City Hall Adaptive Re-Use Project, 302
Mary Esther Blvd, Mary Esther, FL 32569

Project Number, if any: Bid/Project No. 2024-10

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of November, 2024


(Principal)

Stockton Construction Group, LLC

(Principal)

(Seal)

By:

(Title)


(Witness) Sophia Golecki

The Cincinnati Insurance Company

(Surety)

By:

(Title)

Jeffrey W. Reich, Attorney-in-Fact
& FL Licensed Resident Agent

Inquiries: 407-786-7770



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint **Jeffrey W. Reich** its true and legal Attorney-in-Fact to sign and deliver on behalf of the Companies as Surety, at any place within the United States, the following surety bond:

Surety Bond Number: Bid Bond
Principal: Stockton Construction Group, LLC
Obligee: The City of Mary Esther, Florida

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 26th day of November, 2024.



Ed H



FLORIDA SURETY BONDS, INC.

Phone 407-786-7770

Maitland, FL

EXHIBIT "C"

SUB-CONTRACTORS FORM

As the Bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

Subcontractor Name, Address, & License #: Emerald Bay Plumbing

1209 Airport Rd STE 10, Destin FL, CFC1428431

Subcontractor Name, Address, & License #: Mr. Rock Electric LLC

624 SW 3rd Ave, Boynton Beach, FL, EC 13011170

Subcontractor Name, Address, & License #: Bush and Sons

86 Catamaran LN, Shalimar, FL, CAC1817464 Cert Air

Subcontractor Name, Address, & License #: D. Sheffield Construction Inc.

P.O. Box 1114, Destin FL, CGC1517414

Subcontractor Name, Address, & License #: Sign Art

PO Box 560648, Charlotte, NC 28256

License # SP.ES.23006

Subcontractor Name, Address, & License #: Cabinetry Services LLC

609 Fern AVE Holly Hill FL, 32117 License # genl - 002720

Proactive Fire Protection

Subcontractor Name, Address, & License #: _____

5921 W. Cambridge Way, Pace FL, 32571

Subcontractor Name, Address, & License #: _____

Subcontractor Name, Address, & License #: _____

Name of Firm:

Authorized Signature:

Printed Name:

Title:

Date:

Stockton Construction Group, LLC
[Signature]
Matt Riordan
General Counsel
11/25/24

EXHIBIT "D"

DRUG FREE WORKPLACE
Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by THE CITY OF MARY ESTHER for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. To have a drug-free workplace program, a business shall:

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 employees 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 an 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.

Name of Firm:

Stockton Construction Group, LLC

Authorized Signature:

[Signature]

Printed Name:

Matt Rierdan

Title:

General Counsel

Date:

11/22/24

EXHIBIT E

E-VERIFY

Contractor/Vendor/Consultant acknowledges and agrees to the following:

Contractor/Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor/Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Contractor/Vendor/Consultant to perform work pursuant to the contract with The City of Mary Esther (Owner).

Name of Firm:

Stockton Construction Group, LLC

Authorized Signature:



Printed Name:

Matt Riordan

Title:

General Counsel

Date:

11/25/24

PUR7068
Page 1 of 2

EXHIBIT "F"

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES,
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The City of Mary Esther
by Stockton Construction Group, LLC
for City Hall Adaptive Re-Use Project, 4315-02

whose business address is

1975 Sansborys Way, Suite 115
West Palm Beach FL 33411

and (if applicable) its Federal Employer Identification Number (FEIN) is 87-2896563

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

PUR7068
Page 2 of 2

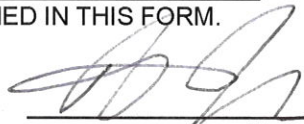
5. I understand that a "person" as defined in Paragraph 287.133(1)I, Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



Signature

Sworn to and subscribed before me on this 22 day of November, 2024.

Personally known _____ OR Produced identification ✓ FL Driver's Lic.

Notary Public- State of Florida

My commission expires: _____
[printed, typed or stamped commissioned name of notary public]

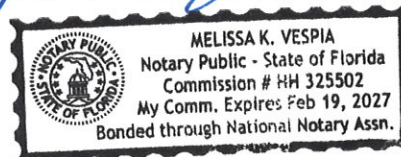


EXHIBIT "G"

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: Stockton Construction Group, LLC
Authorized Signature: [Signature]
Printed Name: Matt Rorden
Title: General Counsel
Date: 11/22/24

Sworn to and subscribed before me on this 22 day of Nov, 20 24.

Personally known _____ OR Produced identification ✓ FL Driver's Lic

Notary Public- State of Florida

My commission expires: 02/2027

[Signature]

[printed, typed or stamped commissioned name of notary public]

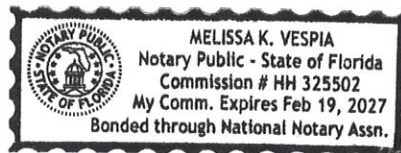


EXHIBIT "H"

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any The City of Mary Esther, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, spouse, or family member, etc., of their firm.

Indicate either "yes", or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____

NO ☒ _____

NAME(S)

POSITION(S)

Name of Firm:

Stockton Construction Group, LLC

Authorized Signature:

[Signature]

Printed Name:

Matt Riordan

Title:

General Counsel

Date:

11/22/24

EXHIBIT "I"

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. <u>#1</u>	DATED <u>10/08/2024 12:10pm</u>
ADDENDUM NO. <u>#2</u>	DATED <u>10/17/2024 04:06 pm</u>
ADDENDUM NO. <u>#3</u>	DATED <u>10/28/2024 4:31 pm</u>
ADDENDUM NO. <u>#4</u>	DATED <u>11/19/2024 10:30 am</u>
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____

Name of Firm:

Stockton Construction Group, LLC.

Authorized Signature:

[Signature]

Printed Name:

Matt Riordan

Title:

General Counsel

Date:

11/25/24

It is the responsibility of the firm to ensure that they have received addendums if issued. Check the Owner's and Architect's Project Procurement Websites at least 24-hours prior to submitting your proposal to ensure that you have received addendums.



The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

November 21, 2024

The City of Mary Esther, FL
City Hall
195 Christobal Road
Mary Esther, FL 32569

RE: STOCKTON CONSTRUCTION GROUP, LLC.
City of Mary Esther Bid No. 2024-10 City Hall Adaptive Re-Use Project

To Whom it May Concern:

Please be advised that we (The Cincinnati Insurance Company) have been the surety for Stockton Construction Group, LLC. for the past 2 years. Stockton Construction Group, LLC. is currently an account in good standing, and we would be willing to consider single jobs in the \$2 Million range and an aggregate work program up to \$12 Million, subject to our normal underwriting requirements being met at the time a bond is needed. Jobs outside of those limits will also be considered under our underwriting requirements.

If a contract for this project is awarded to Stockton Construction Group, LLC. within the next 90 days from the date of this letter, we would be willing to consider issuance of the required performance and payment bonds subject to our satisfaction with the contract documents and bond forms.

The Cincinnati Insurance Company holds an A.M. Best rating of A+ XV (Superior) and a Treasury Listing of \$729,395,000.

Any specific request for bonds will be underwritten on its own merits and any arrangement for bonds required by any contract is a matter between Stockton Construction Group, LLC. and the surety and we assume no liability to you or your third parties, if for any reason we do not execute these bonds.

Feel free to contact us with any questions you may have.

Sincerely,

Gregory Parrish,
Senior Regional Director – Surety - Florida

6200 S. Gilmore Rd, Fairfield, OH 45014 / PO Box 145496, Cincinnati, OH 45250-9988
gregory_parrish@cinfin.com ■ cinfin.com ■ 850-445-2249 Office

Stockton Construction Group, LLC.
305 Qualification Statement - 2024

A.1 Organization

A.1.1 Name and Location

A.1.1.1 Full Legal Name

Stockton Construction Group, LLC

A.1.1.2 List all other names under which does business plus jurisdictions

DBA - Stockton Construction (Florida)

Stockton Maintenance Group, LLC

A.1.1.3 List all prior names plus dates and jurisdiction

Stockton Maintenance Group

A.1.1.4 Address of principal place of business plus all office locations

1975 Sansbury's Way, Suite 115

West Palm Beach, FL 33411

A.1.2.1 Legal Status of organization

Limited Liability Company

A.1.2.2 Does org own any other construction related business in whole or part

NO

A.1.3 Other Info

A.1.3.1 How many years in business

28yrs

A.1.3.2 How many full time employees

20

A.1.3.3 List NAICS codes and titles

236220

A.1.3.4 Specify if governmentally recognized special business class

NONE

A.2 Experience

A.2.1 Complete Exhibit D to describe up to 5 projects either complete or in progress

1. **White Wilson Medical Center, Ft Walton Beach, FL**
2. **Comcast Executive Offices, West Palm Beachm FL**
3. **Fifth third Bank - Next Gen Renovation - Nashville & Franklin, TN & Englewood, FL**
4. **Restore Wellness, Seminole FL, NYC, Clearwater & Naples**
5. **Tropical Smoothie Cafe (Via CM - Highland Construction) Florida, GA, NC & TN**

A.2.2 org's total dollar value of work currently under contract

\$ \$10,690,261.74

A.2.3 dollar value of work that remains to be completed

\$ \$4,676,231.89

A.2.4 Org's average annual dollar value of construction work for last 5 yrs

\$20,000,000.00

A.3 Capabilities

A.3.1 List categories of work that your org typically self performs

Demolition, rough and finish carpentry, non-structural framing & drywall, ceilings, painting, and flooring. Non-certified welding, Supervision and Management

A.3.2 Identify qualities accreditations skills or personnel that differentiate your org from others

Management with over 60 combined years construction and management experience, Parent corporation nearly 3 yrs established and \$30mil + Gross backing.

A.3.3 Does your org provide design collaboration or pre-construction services? If so, describe

Yes, CM, Design-Build. Architectural and Engineering, Budgeting Services

A.3.4 Does org use building information modeling (BIM)? If so, describe how org uses and identify software used

No

A.3.5 Does your org use a project mgmt. information system?

Kickserv, SAGE

A.4 References

A.4.1 Identify 3 client references

1. **Carlos Curbelo - Comcast 305-970-9059**
2. **Troy Wesley - Facility Director - White Wilson Medical Center 850-467-8628**
3. **Brent Saitta - VP Property Portfolio - Fifth Third Bank 239-910-8497**
4. **Robert Miller - Principal - Highland Management (Tropical Smoothie Cafe) 561-307-2452**

A.4.2 Identify 3 architect references

1. **TISH Group LLC**
2. **Hendrick Architects**
3. **Yahya Consultants, Inc.**

A.4.3 Identify 1 bank reference

PNC Bank

Ryan Thompson Vice President
Ryan.Thompson@pnc.com
561-803-9234 Office
205 Datura St.
CRWest Palm Beach, FL 33401

A.4.4 Identify 3 subcontractor or other trade references

1. **Certified Elite Plumbing - 386-882-6886**
2. **HD Flooring - 386-262-3465**
3. **AirZone Mechanical - 786-760-1822**
4. **Moses Concrete - 727-330-0390**

B.1 *Financial*

Contractor Score 1453

B.1 .1 Federal tax ID **87-2896563**

B.1.2 Attach financial statements for the last 3 years prepared in accordance with GAAP to include balance sheet and income statement.

Attached

B.1.3 Has Org, parent or subsidiary affiliate or other entity having common ownership or management been the subject of any bankruptcy proceedings within the last 10 yrs

No

B.1.4 Identify your org's preferred credit reporting agency and identification info (ex. D&B or Equifax)

D&B

B.2 *Disputes and Disciplinary Actions*

B.2.1 Are there any pending or outstanding judgements arbitration bond claims or lawsuits of org, parent, subsidiary, affiliate or ... in the amount over \$75K

NO

B.2.2 In the last 5 yrs has your org, parent, subsidiary

.1 failed to complete work awarded to it

NO

.2 been terminated for any reason except for an owner's convenience

NO

.3 had any judgments settlements, or awards, pertaining to construction project for more than \$75K

NO

.4 filed any lawsuits or requested arbitration regarding a const project

NO

B.2.3 in the last 5 yrs has org, etc... or any individual listed in A.1.2

.1 been convicted or indicted for a business-related crime

NO

.2 had any business or professional license subjected to disciplinary action

NO

.3 been penalized or fined by a state or federal environmental agency

NO

C.1 Performance of the Work

C.1.1 When was contractors project office established

1994

Stockton Construction Group LLC was established in 2021

C.1.2 How many full-time field and office staff are respectively employed at the contractor's office

10

C.1.3 List business and contractor license or registration numbers that pertain to the project

CBC1265588

CBC1258269

C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this project and indicate (1) their position on the project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked

Stephen Szymanik

1. Director of Construction & Maintenance
2. Main Office
3. 30yrs Commercial Construction Experience, 4 yrs Site Super, 14yrs Project Manager (Proficient in retail, office, medical and hospitality interior alterations) 10yrs - Owner (commercial/residential renovations)
4. Talbots (3 story) - TJX, Godiva, Gertrude Hawk, Nine West, Jones New York, Borders Books, Madison Ave NYC, GAP - AC Outlets, Old Navy - AC Outlets, Tilly's - Cherry Hill, Borders Books - Pennsylvania Ave NYC, New Season Treatment Center

Andre Helfreich

1. Regional Construction Manager (Orlando North)
2. Central Florida Region
3. Degree and background in Civil Engineering and has worked on numerous multi-family projects with 10 years of construction experience.
4. Trilingual in speaking English, Spanish and Portuguese.
5. Main POC for Fifth Third Bank Account

Melissa Vespia

1. Project manager
2. Main Office
3. Experience in Residential and Commercial projects, including experience with permit submittals and working with Building Departments.
4. Benihana, New Seasons Treatment Center, Edward Jones, Enterprise Holdings, Tropical Smoothie

Andrew Orr

1. Estimator / Project Manager
2. Main Office
3. 10 years Field experience in commercial and residential renovations (Self Employed)

C.1.5 Identify portions of work that you intend to self-perform on this project

Construction Oversight / Project Management, Site Supervision, Finish Accessories

C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the project

C.2 Experience Related to the Project

C.2.1 Complete exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this project, such as projects in a similar geographic area or of similar project type,

C.2.2 State the total dollar value of work currently under contract at the contractor's project office

\$10,690,261.74

C.2.3 Of the amount stated in Section C.2.2 state dollar amount of work that remains to be completed

\$4,676,231.89

C.2.4 State the average annual dollar value of construction work performed by the Contractor's project office during the last five years

\$20,000,000.00

C.2.5 List the total number of projects the Contractor's project office has completed in the last five years and state the dollar value of the largest contract the Contractor's office has completed in that time.

150+ **\$5,533,559.67**

C.3 Safety Program and Record

C.3.1 Does the Contractor's Project office have a written safety program?

Yes

C.3.2 List all safety-related citations and penalties the Contractor's Project office has received in the last three years

None

C.3.3 Attach the Contractor's Project office's OSHA 300a Summary of work-related injuries and illnesses form for the last 3 years.

Upon Request

C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current worker's compensation experience modification rate and rates for the last 3 years.

Upon Request

C.4 Insurance

C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy

Upon Request

C.4.2 If requested, will your org be able to provide property insurance for the project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire project on a replacement cost basis?

Yes

C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, Identify

No

C.5 Surety

C.5.1 If requested, will your org be able to provide a performance and payment bond for this project?

Yes

C.5.2 Surety company name

Florida Surety Bonds

C.5.3 Surety agent name and contact information

Kim Niv - 620 N Wymore Rd Maitland, FL 32751 (407) 478-6836

C.5.4 Total bonding capacity

\$5,000,000.00

C.5.5 Available bonding capacity as of the date of this qualification stmtnt

\$3,000,000.00

Exhibit D – Contractor's Past Project Experience

Project #1

Project Name: **Fifth Third Bank**

Project location: **Englewood, FL**

Project Type: **Open Bank Renovation**

Owner: **Fifth Third Bank**

Architect: **BHDP**

Contractor's Project Executive: **Stephen Szymanik - Director of Construction & Maintenance**

Project details:

Contract Amount: **\$611,601.03**

Completion Date: **April 1, 2024**

% Self-performed Work: **5%**

Project #2

Project Name: **Fifth Third Bank**

Project location: **Franklin, TN**

Project Type: **Open Bank Renovations**

Owner: **Fifth Third Bank**

Architect: **BHDP**

Contractor's Project Executive: **Stephen Szymanik**

Contract Amount: **\$660,939.81**

Completion Date: **April 2024**

% Self-performed Work: **5%**

Project #3

Project Name: **Tropical Smoothie Cafe**

Project location: **Riverview, FL**

Project Type: **Interior Build-Out**

Owner: **Tropical Smoothie Cafe - (Via CM - Highland Construction)**

Architect: **Tedrow Designs**

Contractor's Project Executive: **Stephen Szymanik**

Contract Amount **\$299,997.29**

Completion Date **January 2024**

% Self-performed Work **5%**

Project #4

Project Name **Comcast Executive Offices**

Project location **West Palm Beach, FL**

Project Type **Interior Build-Out**

Owner **Comcast**

Architect **Hendrich Architecture**

Contractor's Project Executive **Stephen Szymanik**

Contract Amount **\$5,533,559.67**

Completion Date **January 2025**

% Self-performed Work **5%**

Project #5

Project Name **New Season Treatment Center**

Project location **Tallahassee, FL**

Project Type **Interior Build-Out**

Owner **Colonial Management Group**

Architect **Tish Architects**

Contractor's Project Executive **Stephen Szymanik**

Contract Amount **\$399,987.70**

Completion Date **January 2024**

% Self-performed Work **5%**

Project #6

Project Name: **Edward Jones**

Project location: **Melbourne, FL**

Project Type: **Interior Alteration**

Owner: **Edward Jones**

Architect: **Yahya Consultants PE**

Contractor's Project Executive: **Stephen Szymanik**

Contract Amount: **\$72,083.77**

Completion Date: **January 2023**

% Self-performed Work: **10%**

Project #7

Project Name: **Fifth Third Bank**

Project location: **Nashville, TN**

Project Type: **Open Bank Renovation**

Owner: **Fifth Third Bank**

Architect: **BHDP**

Contractor's Project Executive: **Stephen Szymanik**

Contract Amount: **\$557,061.87**

Completion Date: **June 2024**

% Self-performed Work: **0%**

Project #8

Project Name: **Tropical Smoothie Cafe**

Project location: **Apollo Beach, FL**

Project Type: **Interior Build-Out**

Owner: **Tropical Smoothie Cafe (Via CM - Highland Construction)**

Architect: **Tedrow Design**

Contractor's Project Executive: **Stephen Szymanik**

Contract Amount: **\$ 292,951.36**

Estimated Completion Date: **July 2024**

% Self-performed Work: **5%**

Project #9

Project Name: **White Wilson Medical Centers**

Project location: **Fort Walton Beach, FL**

Project Type: **Exterior Repair (Insurance)**

Owner: **White Wilson Medical Center**

Architect: **None**

Contractor's Project Executive: **Stephen Szymanik**

Contract Amount: **\$ 132,499.81**

Completion Date: **June 2024**

% Self-performed Work: **5%**

Project #10

Project Name: **Trader Joe's Renovation**

Project location: **Delray, FL**

Project Type: **Interior Renovation (Open Remodel)**

Owner: **Trader Joe's**

Architect: **None**

Contractor's Project Executive: **Stephen Szymanik**

Contract Amount: **\$ \$449,256.02**

Completion Date: **February 2025**

% Self-performed Work: **5%**

AGENDA ITEM

Agenda Item 11.5.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey

DATE: December 9, 2024

SUBJECT: Award of RFB 2024-11, Spray/Squeegee Machine

BACKGROUND:

Public Works completed a 5-Year Pavement Management Plan. This plan identifies several roads throughout Mary Esther that require a heavy slurry seal to preserve them for 8–10 years. It also recommends applying rejuvenators or fog seals to newly paved roads every 5 years to prevent cracking. The plan aims to apply paving, slurry seals, or fog seals to every road in the next 5–6 years. By performing slurry seals and fog seals in-house, the city can save about 50% of the costs and pay for the equipment within the first 1–2 years of use. The city budgeted \$70,000 for the purchase of a Spray/Squeegee Machine in the FY 2025 Budget.

DISCUSSION:

One bid was received for the Spray/Squeegee Machine from Neal Manufacturing, a Division of Blastcrete Equipment LLC, for \$61,285. References were checked on Neal Manufacturing and the 350 Neal Dual Spray Squeegee Machine, and all the owners contacted had positive feedback about the equipment. Neal Manufacturing will also provide 4 hours of training at their facility before delivery to ensure our operators understand the operation and maintenance of the equipment. Although we expect to use it for only about 1 month per year, it is not available for rent, and the cost of the machine will be covered by the savings from not contracting the work out within the first 1–2 years of use.

FINANCIAL IMPACT:

This purchase is \$8,715 under budget. The use of fog seals and slurry seals is expected to prolong the life of a road from 20–30 years to 40–60 years and result in significant long-term savings.

RECOMMENDATION:

Motion to award RFB 2024-11 to Neal Manufacturing, a Division of Blastcrete Equipment LLC, and execute a purchase order in the amount of \$61,285.

ATTACHMENT(S):

1. Quotation
2. References

NEAL MANUFACTURING - A Division of
Blastcrete Equipment LLC

P. O. Box 1964
2000 Cobb Ave.
Anniston, AL 36201
USA

Voice: 256-235-2700
Fax: 256-236-9824

QUOTATION

Quote Number: 9437-1015
Quote Date: Oct 15, 2024
Page: 1

Quoted To:
CITY OF MARY ESTHER

Customer ID	Good Thru	Payment Terms	Sales Rep
CITOFMAR	11/14/24	Net 30 Days	TrippFarrell

Quantity	Item	Description	Unit Price	Amount
		NEAL DA 350 TO INCLUDE THE FOLLOWING: -NEAL GENERATION IV 100 GPM HYDRAULIC PISTON PUMP -HYDROSTATIC REAR WHEEL PROPULSION WITH JOYSTICK CONTROL -MIXER CAPACITY IS 350 GALLONS -ROUND BOTTOM AND SQUARE TOP WITH BOTTOM SWEEP AGITATOR -8 FT DIAMOND SHAPED SQUEEGEE 100% ENCLOSED WITH BAFFLES AND RUBBER WINGS -ALL SQUEEGEES 8 INCHES HIGH MEASURED FROM GROUND TO TOP -4-INCH MATERIAL DROP -75 FT. HOSE AND 6 FT. HAND WAND		
			Subtotal	Continued
			Sales Tax	Continued
			Freight	Continued
			TOTAL	Continued

NEAL MANUFACTURING - A Division of
Blastcrete Equipment LLC

P. O. Box 1964
2000 Cobb Ave.
Anniston, AL 36201
USA

Voice: 256-235-2700
Fax: 256-236-9824

QUOTATION

Quote Number: 9437-1015
Quote Date: Oct 15, 2024
Page: 2

Quoted To:
CITY OF MARY ESTHER

Customer ID	Good Thru	Payment Terms	Sales Rep
CITOFMAR	11/14/24	Net 30 Days	TrippFarrell

Quantity	Item	Description	Unit Price	Amount
		-87-INCH SIX NOZZLE SPRAY BAR WITH HYDRAULIC JOYSTICK CONTROL		
		-38 HP KOHLER GASOLINE ENGINE		
		-POWER STEERING		
		-BRAKE- SPRING APPLIED DUAL HYDROSTATIC PARKING BRAKE		
		-FOGGER SYSTEM WITH 30-GALLON CAPACITY		
		-TIRES 20.75"		
		-WATER CLEANING HOSE WITH NOZZLE AND PUMP		
		-HYDRAULIC OIL COOLER		
		**DELIVERY: ESTIMATED 8-10 WEEKS		
		**PAINT: BLACK		
		**FREE TRAINING AT OUR FACTORY IN		
			Subtotal	Continued
			Sales Tax	Continued
			Freight	Continued
			TOTAL	Continued

NEAL MANUFACTURING - A Division of
Blastcrete Equipment LLC

P. O. Box 1964
2000 Cobb Ave.
Anniston, AL 36201
USA

Voice: 256-235-2700
Fax: 256-236-9824

QUOTATION

Quote Number: 9437-1015
Quote Date: Oct 15, 2024
Page: 3

Quoted To:
CITY OF MARY ESTHER

Customer ID	Good Thru	Payment Terms	Sales Rep
CITOFMAR	11/14/24	Net 30 Days	TrippFarrell

Quantity	Item	Description	Unit Price	Amount
1.00	20-MISC	ANNISTON, ALABAMA **OPTIONAL AUTOTRIM OFFERED FOR AN ADDITIONAL \$5,800.00. NEAL DA 350 POWERED WITH A RELIABLE 38 HP KOHLER GASOLINE ENGINE AS LISTED ABOVE	59,995.00	59,995.00
			Subtotal	59,995.00
			Sales Tax	
			Freight	1,290.00
			TOTAL	61,285.00



TERMS AND CONDITIONS **FOR THE SALE OF PRODUCTS**

These TERMS AND CONDITIONS OF SALE (these "**Terms**") are the only terms governing the sale of goods ("**Products**") by Blastcrete Equipment, LLC ("**Blastcrete**") to the original purchaser of said Products ("**Purchaser**"). The accompanying sales quotation (the "**Sales Quotation**"), these Terms and the letter of credit agreed to by Blastcrete, if any ("**Letter of Credit**") (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

UNLESS OTHERWISE AGREED IN WRITING SIGNED BY BLASTCRETE, THE SALES QUOTATION AND BLASTCRETE'S FULFILLMENT OF PURCHASER'S ORDER ARE EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS. UNLESS OTHERWISE AGREED IN WRITING SIGNED BY BLASTCRETE, BLASTCRETE REJECTS ANY DIFFERENT OR ADDITIONAL TERMS. THESE TERMS PREVAIL OVER ANY OF PURCHASER'S GENERAL TERMS AND CONDITIONS OF PURCHASE REGARDLESS OF WHETHER OR WHEN PURCHASER SUBMITS ITS PURCHASE ORDER OR SUCH TERMS. FULFILLMENT OF PURCHASER'S ORDER DOES NOT CONSTITUTE ACCEPTANCE OF ANY OF PURCHASER'S TERMS AND CONDITIONS AND DOES NOT SERVE TO MODIFY OR AMEND THESE TERMS.

1. Acceptance. The parties do not intend for these Terms to be signed, but instead intend for these Terms to be acknowledged, accepted and agreed to by Purchaser through ordering Product described in the Sales Quotation, and acknowledged, accepted and agreed to by Blastcrete through accepting the Sales Quotation from Purchaser.

2. Payment. The terms of payment shall be as set forth in the Sales Quotation or Letter of Credit. In the event no Letter of Credit is in place and the Sales Quotation is silent as to payment terms, payment shall be 50% up front and 50% prior to Delivery of the Product to Purchaser.

3. Delivery. Unless otherwise set forth in the Letter of Credit, Product will be delivered Ex Works and delivery will occur when the Product is completed and prepared for shipment ("**Delivery**"). In the event the Letter of Credit designates different terms of delivery, the Letter of Credit shall control as to terms of delivery and the term "Delivery" shall be as defined in the Letter of Credit. Blastcrete shall endeavor to deliver the Product on or before the quoted Delivery date, but in no event shall it be liable for any damages resulting from delayed Delivery. Purchaser accepts all risk associated with delayed Delivery.

4. Title & Risk of Loss. Title and risk of loss passes to Purchaser upon Delivery of the Product. As collateral security for the payment of the purchase price of the Product, Purchaser hereby grants to Blastcrete a lien on and security interest in and to all of the rights, title and interest of Purchaser in, to, and under the Product, wherever located, and whether now existing or hereafter arising or acquired

from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Alabama Uniform Commercial Code.

5. Warranty & Exclusion of Damages. Purchaser agrees to the following warranty and exclusion of damages.

A. General. New Products manufactured by Blastcrete are warranted to the original Purchaser against defects in material and workmanship for a period of one (1) year from the date of Delivery. In the event a Product sold by Blastcrete contains, includes, or is a component manufactured by a third party, the original warranty issued by the manufacturer of said component part will apply without any additional warranty issued by Blastcrete as to said component part.

If you believe any Blastcrete Product you have purchased has a defect in material or workmanship or has failed during normal use within the warranty period, please contact Blastcrete at 1-256-235-2700 for assistance.

Purchaser will deliver the defective Product to Blastcrete at its factory in Anniston, Alabama, USA, and will be solely responsible for all shipping charges, freight, insurance and proper packaging to prevent damage during transit to and from Blastcrete, whether or not the Product is covered by this warranty. Upon receipt, Blastcrete will inspect the Product and determine whether the Product is covered by this warranty. If the defect involves a component part manufactured by a third party, Blastcrete will charge Purchaser its standard hourly rate for labor associated with replacing the component part.

In certain situations through written notice, Blastcrete may authorize Purchaser to remove a defective component for repair or replacement so long as Purchaser returns said component to Blastcrete as set forth in the previous paragraph or conforms with other instructions set forth in the written notice. Upon request, if the claimed defect is covered by this warranty, Blastcrete will reimburse Purchaser for its labor associated with removing the component at a rate of \$50 per hour for the length of time designated by Blastcrete for the work.

B. Limitations of Warranty & Exclusion of Damages. This warranty does not apply to (i) routine maintenance, consumable or expendable parts, or items that wear during normal operation; (ii) defects caused by Purchaser's actions, such as mishandling, improper interfacing, improper repair or maintenance, operation beyond design limits, misapplication, abuse, improper storage or unauthorized modification; (iii) defects caused by accident or casualty, (iv) Products that have been disassembled, serviced or reassembled by third parties without Blastcrete's prior written consent, or (v) Products sold by Purchaser to third parties.

ALL OTHER WARRANTIES, BOTH EXPRESSED AND IMPLIED, ARE EXPRESSLY DISCLAIMED. BLASTCRETE EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC OR PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES THAT MAY OTHERWISE BE IMPLIED.

Blastcrete's sole liability and Purchaser's sole remedy is replacement or repair of the Product or portion of the Product experiencing a defect in material or workmanship in accordance with this warranty, and shall be limited to the actual cost of repairing or replacing the Product or portion of the Product experiencing a defect in material or workmanship in accordance with this warranty, which will not exceed the actual purchase price of the Product when originally sold by Blastcrete to Purchaser.

IN NO EVENT WILL BLASTCRETE BE RESPONSIBLE FOR OR HAVE LIABILITY FOR PURCHASER'S MANUFACTURING COSTS, COSTS ASSOCIATED WITH DELIVERING POOR PRODUCT TO ITS CUSTOMERS, DAMAGE TO FACILITIES, LOST PROFITS OR GOODWILL, OR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY.

Due to the custom nature of many of its Products, Blastcrete shall not be liable for normal manufacturing differences, customary variances from specifications or problems relating to designs mandated by Purchaser.

This warranty does not apply to used or refurbished Products sold by Blastcrete. Used or refurbished Products are sold "AS IS" and without warranty of any kind.

6. Taxes. All sales, use, excise, property and other taxes associated with the sale of the Product will be paid by Purchaser (other than Blastcrete's income taxes).

7. Confidentiality. All non-public, confidential or proprietary information of Blastcrete, including but not limited to specifications, features, designs, layout, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Blastcrete to Purchaser, whether disclosed orally, disclosed through Purchaser's review of the Product, or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement, and may not be disclosed, used or copied unless authorized in advance by Blastcrete in writing. Upon Blastcrete's request, Purchaser shall promptly return all documents and other materials received from Blastcrete. Blastcrete shall be entitled to injunctive relief for any violation of this Section without the need of posting bond. This Section does not apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

8. Force Majeure. Blastcrete shall not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Blastcrete including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

9. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama. Purchaser and Blastcrete acknowledge and agree that the sale of Product occurred in the State of Alabama and Purchaser hereby submits itself to the personal jurisdiction of the State of Alabama.

10. Conflict. In the event of conflict between the documents comprising this Agreement, except as expressly provided in these Terms, these Terms shall control.



Blastcrete Equipment LLC
2000 Cobb Avenue
P.O. Box 1964
Anniston, Alabama 36202
(256) 235-2700
Fax - (256) 236-9824
www.blastcrete.com

BANK WIRE / ACH TRANSFER INFORMATION FOR
BLASTCRETE EQUIPMENT LLC

PNC BANK
Aaron Graff
Tuscaloosa Commercial Banking
630 University Blvd E
Tuscaloosa, AL 35401
(phone) 205-391-2591 (fax) 205-524-2877

Routing Number: 083000108

SWIFT Number: PNCCUS33

Account Number: 3166046424

Account Name: Blastcrete Equipment LLC
2000 Cobb Avenue
Anniston, AL 36201

Neal Manufacturing References

Anderson Asphalt Joseph Anderson SC 336-462-2261

McConnell and Associates MO 314-962-1920 Ext 218

Killough Construction Jed Killough 785-229-2795

AGENDA ITEM

Agenda Item 11.6.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey

DATE: December 9, 2024

SUBJECT: Consideration of Resolution 24-09, Approval of "Piggy Back" Agreement for the City of Fort Walton Beach Contract for Paving

BACKGROUND:

The Five-Year Pavement Management Plan has identified the need to mill and pave a section of Elliot Road from Hollywood to Ridge Lake Drive, including the cul-de-sac on Brian Circle and the intersection of Brian Circle and Angela. These areas have deteriorated beyond the point where slurry seal and crack sealing would be effective in extending the life of the road. The City Council has allocated \$100,000 for paving in this fiscal year's budget. In 2021, the City of Fort Walton Beach conducted a competitive bid process for paving and milling services, receiving four bids and awarding the contract to James David Site Prep & Underground, LLC, of Baker, FL. The awarded contract included a "piggyback" provision under the Florida Inter-local Cooperation Act of 1969, allowing other qualified government agencies within the State of Florida to utilize the same terms and conditions.

Under this provision:

- Any bid submitted is extended to other governmental agencies within Florida at the same contract price unless otherwise stipulated by the bidder.
- Each agency can independently accept these bids and award contracts, being responsible solely for its own purchases without assuming liability for materials ordered by others.

The awarded contract also provided options for renewal over four years and was renewed this past September with an addendum. Refer to the attachments for prices and the addendum. Currently, Niceville, Crestview, Cinco Bayou, and Okaloosa County have utilized this contract. Following discussions with the company, they have agreed to allow the City of Mary Esther to piggyback on this agreement.

DISCUSSION:

The paving requirements for the City of Mary Esther for the current fiscal year are projected to be below \$100,000. Often, smaller paving jobs do not attract as favorable pricing as larger projects. By utilizing the existing Fort Walton Beach contract, we can secure better pricing for our paving needs this year. This agreement also accommodates different pricing for small

patching jobs in case emergency patches are required. Although city staff can handle minor patches (less than the width of a traffic lane), larger repairs necessitate paving machinery to maintain an even asphalt surface. Additionally, handling multiple trips for patching can result in imperfections. Implementing this piggyback agreement will expedite the paving process, enabling us to be more responsive to emergency paving and patching needs, thereby reducing the procurement time by over a month. The proposal submitted by James David Site Prep & Underground, LLC, for the Brian Circle Subdivision came in under \$100,000. Please refer to the attached map and proposals for each section.

FINANCIAL IMPACT:

The FY 2025 Budget allocates \$100,000 for paving. Additional patching related to water and sewer services, which exceeds the capacity of our staff and equipment, is anticipated.

RECOMMENDATION:

Motion to approve Resolution 24-09, permitting the City to utilize the Fort Walton Beach contract with James David Site Prep & Underground, LLC, of Baker, FL, for paving needs, not to exceed \$100,000.

ATTACHMENT(S):

1. Resolution 24-09, Approving the Purchase of Asphalt Materials and Services
2. Resolution 24-09, Attachments A and B
3. Map - FY 2025 Paving
4. Quote, Brian Circle - Angela Lane
5. Quote, Brian Circle Cul-de-sac
6. Quote, Elliot Road

RESOLUTION NO. 24-09

A RESOLUTION OF THE CITY OF MARY ESTHER, FLORIDA, APPROVING THE PURCHASE OF ASPHALT PAVING MATERIALS AND SERVICES, IN A NOT TO EXCEED AMOUNT OF \$100,000.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CITY OF FORT WALTON BEACH CONTRACT GOVERNING THAT PURCHASE.

BE IT RESOLVED by the City Council of the City of Mary Esther that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City those certain Agreements between the City and James David Site Prep & Underground, LLC for the purchase of asphalt paving materials and services in a not to exceed amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) in substantially the form attached as **Exhibit A** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager.
2. By accepting the proposal referenced above, the City agrees to be bound to the same terms and conditions as were obtained by the City of Fort Walton Beach, Florida through an advertised, competitive bidding process, Contract No. FWB21-018, as subsequently amended, in the form attached as **Exhibit B**.

THIS RESOLUTION shall be effective immediately upon passage.

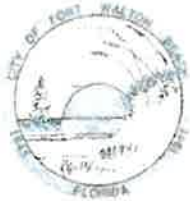
PASSED, APPROVED AND ADOPTED in regular session this ____ day of December 2024

CITY OF MARY ESTHER

By: _____
Chris Stein, Mayor

ATTEST:

Dillon Morris, City Clerk



City of Fort Walton Beach

Treasure of the Emerald Coast

105 Miracle Strip Parkway SW • Fort Walton Beach, FL 32548
(850) 833-9523 • Fax (850) 833-9643

Asphalt Paving
Bid# 21-018
Contract Number FWB21-018

September 6, 2024

AMENDMENT NUMBER FIVE

Consultant: James David Site Prep & Underground, LLC
5768 Hwy 4
Baker, FL 32531

1. The purpose of this Amendment is to extend the Contract period through September 30, 2025.
2. All terms, conditions and prices shall remain unchanged and in full force and effect.

Consultant:

City of Fort Walton Beach
Jeff Peter, City Manager


Signature


Jeff Peter (Seal 5, 2024 12:34 CDT)

Signature

Julie R Landreth Managing Member
Name & Title (Type or Print)

06/09/2024

Date Signed

James David Site Prep & Underground, LLC
Name of Company

Attest:

5768 Hwy 4
Mailing Address


City Clerk

Baker, FL 32531
City, State, and Zip

09/06/2024
Date



Sec 06 - Contract - Amendment 5; 2024 09-06; signed by Vendor

Final Audit Report

2024-09-06

Created:	2024-09-06
By:	Diana Reimer (dreimer@fwb.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2PhpuJVeVlwM8eoYg8aNTfSUdQqcX8Sn

"Sec 06 - Contract - Amendment 5; 2024 09-06; signed by Vendor" History

-  Document created by Diana Reimer (dreimer@fwb.org)
2024-09-06 - 3:43:59 PM GMT
-  Document emailed to Jeff Peters (jpeters@fwb.org) for signature
2024-09-06 - 3:44:05 PM GMT
-  Email viewed by Jeff Peters (jpeters@fwb.org)
2024-09-06 - 5:33:51 PM GMT
-  Document e-signed by Jeff Peters (jpeters@fwb.org)
Signature Date: 2024-09-06 - 5:34:04 PM GMT - Time Source: server
-  Document emailed to Kim Barnes (kbarnes@fwb.org) for signature
2024-09-06 - 5:34:05 PM GMT
-  Email viewed by Kim Barnes (kbarnes@fwb.org)
2024-09-06 - 5:44:11 PM GMT
-  Document e-signed by Kim Barnes (kbarnes@fwb.org)
Signature Date: 2024-09-06 - 5:44:39 PM GMT - Time Source: server
-  Agreement completed.
2024-09-06 - 5:44:39 PM GMT

SECTION 6 - PRICING SHEETS - INCLUDE THIS PAGE WITH YOUR BID PACKAGE:

Page 1 of 2

INVITATION TO BID						
You are invited to bid on the following:			ITB 21-018 - Asphalt Paving for the City of Fort Walton Beach			
Item No.	Qty	Unit	AS OF 10/1/22 Description	As of 5/15/22	Unit Price	Total Price
Prepare Clay, Limerock, or Graded Aggregate Base and add new Pavement - Type S III Asphalt						
1	1-50	Tons	\$232 - 218.00	\$210	\$ 200 -	\$
2	51-100	Tons	162 - 148.00	\$140	\$ 130 -	\$
3	101-300	Tons	147 - 133.00	\$125	\$ 115 -	\$
4	300 +	Tons	142 - 128.00	\$120	\$ 110 -	\$
New Pavement (Base finished by City) - Type S III Asphalt						
5	1-50	Tons	\$192 - 178.00	\$170	\$ 160 -	\$
6	51-100	Tons	157 - 143.00	\$135	\$ 125 -	\$
7	101-300	Tons	147 - 133.00	\$125	\$ 115 -	\$
8	300 +	Tons	142 - 128.00	\$120	\$ 110 -	\$
Resurface Existing Streets - Type S III Asphalt						
9	1-50	Tons	\$192 - 178.00	\$170	\$ 160 -	\$
10	51-100	Tons	157 - 143.00	\$135	\$ 125 -	\$
11	101-300	Tons	147 - 133.00	\$125	\$ 115 -	\$
12	300 +	Tons	142 - 128.00	\$120	\$ 110 -	\$
Adjust Existing Manholes						
13	1	EA	Provide and Install Adjustable Extension Rings \$350 -		\$ 275 -	\$
14	1	EA	Replace Worn Manhole Rings and Covers (City to provide) \$1,135 -		\$ 875 -	\$
15	1	EA	Raise Surface Inlet Grate and Frame \$1,135 -		\$ 875 -	\$
16	1	EA	Raise Water Valve Boxes \$650		\$ 500 -	\$
Mill Streets						
17	< 1,000	SY	Average depth 1" \$8.45		\$ 6.50	\$
18	> 1,001	SY	Average depth 1" 5.50		4.25	
19	< 1,000	SY	Average depth 1 1/2" 8.45		\$ 6.50	\$
20	> 1,001	SY	Average depth 1 1/2" 5.50		4.25	
21	< 1,000	SY	Average depth 2" 8.45		\$ 6.50	\$
22	> 1,001	SY	Average depth 2" 5.50		4.25	
23	Est	Gallon	Tack 10,00		\$ 8.50	\$
Testing of Materials						
24	1	EA	Compaction Test of Base Material per 500 SY \$160 -		\$ 125 -	\$
25	1	SET	Asphalt Testing per 200 tons or per day \$450 -		\$ 350 -	\$

As of 7-1-2022 Pricing good thru 10-1-2022

Page 36 of 38

Page 2 of 2

As of 10-1-2022
Pricing good thru 12-31-2022

**CONTRACT FOR
ASPHALT PAVING
FORT WALTON BEACH, FLORIDA**

THIS CONTRACT, made this 22th day of November, 2021 by and between the City of Fort Walton Beach, Florida, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and James David Site Prep & Underground, LLC, of Baker, FL, hereinafter referred to as the "Contractor", for the term November 15, 2011 through September 30, 2022, with four (4) one (1) year options to renew upon a mutual Agreement of the parties.

WITNESSETH:

1. SCOPE

- 1.1 The intent of this Agreement is for the CONTRACTOR provide asphalt paving for the City of Fort Walton Beach, Florida. **The Contractor is to perform the Work as defined in the Invitation To Bid #21-018 and amendments, if any, and any amendments thereto being attached hereto as Exhibit "A", incorporated by reference herein and made a part hereof as fully as if herein set forth.**
- 1.2 Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work at the unit prices stated in Exhibit "C".
- 1.3 All materials and workmanship shall meet Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, unless otherwise discussed herein.
- 1.4 Specifically the Scope of Services will include the items listed and priced in Exhibits A, B and C of the Agreement.

2. SCHEDULE/TERM

The Contract Work Schedule/Term is as stated below:

The Contractor shall commence work under this Contract within 10 days of issuance of purchase orders by the City of Fort Walton Beach, Purchasing Division, and shall proceed with all work in accordance with this Contract, as per Exhibits A, B and C.

3. COMPENSATION PLAN

- 3.1 The Contractor agrees to provide the services, equipment and materials as negotiated on Exhibit C to the City at the cost specified in said proposal and amendments, if any, the proposal and any amendments thereto being attached hereto as Exhibit B, incorporated by reference herein and made a part hereof as fully as if herein set forth.
- 3.2 The Unit Prices as specified in Exhibit C, shall remain firm for the period November 15, 2021 through September 30, 2022.
- 3.3 Any additional work performed under this Contract shall be through the Issuance of an Addendum, if applicable.

4. PAYMENT

- 4.1 The City shall pay the Contractor the contract price(s) as noted in Exhibit C.
- 4.2 The City shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Purchasing Division, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Department Head.
- 4.3 All material and work covered by progress payments made shall, at the time of payment, become the sole property of the City, but this shall not be construed as:
 - 4.3.1 Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or
 - 4.3.2 Waiving the right of the City to require the fulfillment of all terms and conditions of the contract.
- 4.4 All invoices received by the City are payable within forty-five (45) days from receipt, (unless prompt payment discount is offered), provided they have first been approved by the using department, and such department has accepted the Work.
- 4.5 The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department.
- 4.6 All invoices shall be directed to Accounts Payable, City of Fort Walton Beach, 107 Miracle Strip Pkwy, SW, Fort Walton Beach, Florida, 32548, or email AccountsPayable@fwb.org.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY CONTRACT NUMBER AS STATED HEREIN.

5. GENERAL CONDITIONS**5.1 Termination for Convenience**

The City may terminate this Contract at its convenience with advance written notice to the Contractor.

In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination.

5.2 Termination for Default

The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of ITB 21-018 or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.

5.3 Time of Completion

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or City's

performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules.

However, under such circumstances as described herein, the City may at its discretion, cancel this Contract for the convenience of the City.

5.4 **Indemnification and Insurance**

1. **Indemnify**

The Contractor hereby agrees to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Contract whether by act or omission of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of this Contract between the parties.

2. **Insurance**

Contractor shall provide evidence of insurance coverage, prior to commencement of work, which is equal to or exceeds the minimum standards for this project. As outlined below, such insurance shall be written by a company licensed to do business in the State of Florida and shall have an A.M. best rating of at least A-.

a. **Workers Compensation:**

Coverage A	In conformity with Florida Statutes.
Coverage B	\$500,000/\$500,000/\$500,000

b. **Commercial General Liability:**

Each occurrence for:

Bodily Injury/Property Damage	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations	\$1,000,000
General Aggregate for:	\$2,000,000
Fire Legal Liability	\$100,000
Medical Payments	\$10,000
Contractual Liability where applicable	

- c. **Umbrella coverages** with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate.

d. Business Automobile Liability

Combined Single Limit

\$1,000,000

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured
- The policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice
- Contractual Liability

5.5 Acceptance

The City will be deemed to have accepted the Work after the City is notified by the using Department of its satisfaction that the Work is completed.

In the event the Work completed under this Contract does not conform to the specifications, the City reserves the right to cancel the Contract upon written notice to the Contractor.

5.6 Correction of Work

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

5.7 Right to Audit Records

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Contract or any sub-contract to this Contract. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

5.8 PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK – CITY OF FORT WALTON BEACH

107 MIRACLE STRIP PARKWAY SW

FORT WALTON BEACH, FLORIDA 32548

850-833-9509 clerk@fwb.org

- 5.8.1 Contractor shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- 5.8.2 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Contractor does not transfer the records to the City.
- 5.8.3 Upon completion of the contract, Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records.
- 5.8.4 All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 5.8.5 Failure of Contractor to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
- 5.8.6 If Contractor fails to provide the public records to the City within a reasonable time Contractor may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Contractor has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been

met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

5.9 Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Contract.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

5.10 Safety Measures

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees on the Work site and shall erect and properly maintain at all times all necessary safeguards for the protection of the Workers and public. The Contractor shall post signs warning against hazards in and around the Work site.

5.11 Extra Work

5.11.1 The City, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Contract, and shall be executed under the applicable conditions of the Contract.

5.11.2 If the Contractor plans to make a claim for an increase in the Contract price or an extension in the Contract Schedule/Term, he shall first give the City written notice thereof, such notice shall be given within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the City, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed.

5.11.3 No claim for extra work will be considered valid by the City unless first submitted in writing.

5.12 Familiarity With The Work

The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Contract.

5.13 Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

5.14 Florida Law Applies & Venue

5.14.1 This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.

5.14.2 Any litigation arising out of this Contract shall be had in the Courts of Okaloosa County, Florida.

5.15 Conflicts, Severability

If there is a conflict in the terms or provisions of this Contract and any of the referenced documents, the following shall be the order of precedence from most controlling document to least controlling document: a) this Contract; b) the Invitation for Bid; and c) Contractor's Bid. If there is a conflict in the terms or provisions, all non-conflicting portions of the terms or provisions of the less controlling documents shall remain enforceable.

6. MISCELLANEOUS PROVISIONS

- 6.1 The Contractor shall not employ subcontractors without the advance written permission of the City.
- 6.2 Assignment of this Contract shall not be made without the advance written consent of the City.
- 6.3 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Contract.
- 6.4 No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the City Manager or his/her designee.
- 6.5 The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances,

rules, and regulations, for the proper execution and completion of the Work under this Contract.

- 6.6 If the Contractor does not have a current Fort Walton Beach business tax receipt, the following will apply:
- 6.6.1 If the business is located within the City limits of Fort Walton Beach, the applicable business tax must be paid as set forth in the City's current business tax fee schedule.
- 6.6.2 If the business is located outside the City limits of Fort Walton Beach and the business qualifies for an exemption pursuant to "Florida State Statute 205.065 Exemption; nonresident persons regulated by the Department of Business and Professional Regulation (DBPR)", provide valid copies of a DBPR license and a Business Tax Receipt (BTR) from the county or municipality in the state where the permanent business location or branch office is maintained and a BTR will be issued at no cost. Otherwise, fees as set forth in the City's current business tax fee schedule will apply.
- 6.7 The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by the operations, and promptly remove any such materials into an area designated by the City, or remove to a waste site as directed by the City.
- 6.8 The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.
- 6.9 This Contract is considered a non-exclusive Contract between the parties.
- 6.10 The undersigned hereby certify that this Contract is made without prior understanding, Contract or connection with any corporation, firm or person who submitted bids for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

(Signature page – next page)

**CITY MANAGER
CITY OF FORT WALTON BEACH, FLORIDA**

CONTRACTOR

By: [Signature]
Michael D. Beedie, City Manager

By: [Signature]
Signature

Date: 12/13/2021

James David Site Prep & Underground,
LLC

8435 Hwy. 89 North
Mailing Address

Baker, FL 32531
City, State and Zip

(850) 259-7901
Area Code/Telephone Number

ATTEST:

[Signature]
City Clerk
City of Fort Walton Beach



STATE OF Florida
COUNTY OF Okaloosa

EXHIBIT "A"
REQUEST FOR PROPOSALS #21-018

EXHIBIT "B"

Submittal

**James David Site Prep & Underground, LLC
DATED AUGUST 17, 2021**



City Council of Fort Walton Beach
PUBLIC WORKS AND UTILITIES
MEMORANDUM

To: Michael D. Beedie, City Manager
From: Daniel Payne, Public Works & Utility Services Director
Date: November 16, 2021
Subject: ITB 21-018 Asphalt Paving Annual Bid

1. BACKGROUND:

- 1.1. Each fiscal year, the City allocates funding to improve the asphalt surfaces on numerous roads within the City limits based on available revenues.
- 1.2. In order to achieve the necessary asphalt paving, the City requires the services of a contractor.
- 1.3. The previous annual contract was awarded in FY 2016-17 and must be rebid.

2. DISCUSSION:

- 2.1. On July 22, 2021, the Purchasing Division issued Invitation to Bid (ITB) No. 21-018 for an Asphalt Paving Annual Bid. On August 19, 2021, four (4) vendors submitted bids.
 - 2.1.1. The four (4) vendors who submitted bid packages were as follows:
 - 2.1.1.1. C.W. Roberts Contracting, Inc. of Freeport, Florida
 - 2.1.1.2. Gum Creek Farms, Inc. of DeFuniak Springs, Florida
 - 2.1.1.3. James David Site Prep & Underground, LLC of Baker, Florida
 - 2.1.1.4. Roads Inc. of NWF of Cantonment, Florida
- 2.2. The quantities used to evaluate the bid prices were estimates and were used to equally evaluate the bid submittals. The actual purchase quantities will be made within the limits of the FY 2021-22 budgeted funds.
- 2.3. The intent of the annual contract is to secure a paving contractor for an initial period of one (1) year with the option of four (4) one (1) year renewal periods.
- 2.4. After reviewing the submittals from each vendor, it was determined by Staff that James David Site Prep & Underground, LLC is the lowest responsive, responsible bidder for ITB No. 21-018.

3. FINANCIAL INFORMATION:

- 3.1. Funding for asphalt paving is available in the adopted FY 2021-22 General Fund budget utilizing Half-Cent Surtax revenues.

4. RECOMMENDATION:

- 4.1. Pursuant to the City of Fort Walton Beach Code of Ordinances, Volume II, Chapter 4,

Page 1 of 2

Section 4.01, Paragraph 4.01.025 and the Purchasing Policies and Procedures, Staff respectfully recommends City Council authorization to award the contract for ITB No. 21-018 for the Asphalt Paving Annual Bid to James David Site Prep & Underground, LLC of Baker, Florida for an initial period of one (1) year with four (4) one (1) year renewal options.

ATTACHMENTS:

- ITB 21-018 Bid Tabulation (PDF)
- ITB 21-018 Bid Document (PDF)
- ITB 21-018 Bid Proposal - James David Site Prep & Underground, LLC (PDF)

SIGNATURE BLOCK:

Daniel Payne	Skipped	10/28/2021 1:41 PM
James Valandingham	Completed	10/28/2021 2:14 PM
Giuliana Scott	Completed	10/28/2021 4:01 PM
Finance	Completed	10/28/2021 4:11 PM
City Attorney	Completed	11/04/2021 9:33 AM
City Clerk	Completed	11/04/2021 3:25 PM
City Manager	Completed	11/09/2021 9:36 AM
City Council	Pending	11/16/2021 6:00 PM

EXHIBIT "C"

ASPHALT PAVING VENDOR PRICE LIST

Asphalt Paving Annual Bid

ITB #21-018

SECTION 6 - PRICING SHEETS - INCLUDE THIS PAGE WITH YOUR BID PACKAGE:

Page 1 of 2

INVITATION TO BID					
You are invited to bid on the following:			ITB 21-018 - Asphalt Paving for the City of Fort Walton Beach		
Item No.	Qty	Unit	Description	Unit Price	Total Price
Prepare Clay, Limerock, or Graded Aggregate Base and add new Pavement - Type S III Asphalt					
1	1-50	Tons		\$ 200-	\$
2	51-100	Tons		\$ 130-	\$
3	101-300	Tons		\$ 115-	\$
4	300 +	Tons		\$ 110-	\$
New Pavement (Base finished by City) - Type S III Asphalt					
5	1-50	Tons		\$ 160-	\$
6	51-100	Tons		\$ 125-	\$
7	101-300	Tons		\$ 115-	\$
8	300 +	Tons		\$ 110-	\$
Resurface Existing Streets - Type S III Asphalt					
9	1-50	Tons		\$ 160-	\$
10	51-100	Tons		\$ 125-	\$
11	101-300	Tons		\$ 115-	\$
12	300 +	Tons		\$ 110-	\$
Adjust Existing Manholes					
13	1	EA	Provide and Install Adjustable Extension Rings	\$ 275-	\$
14	1	EA	Replace Worn Manhole Rings and Covers (City to provide)	\$ 875-	\$
15	1	EA	Raise Surface Inlet Grate and Frame	\$ 875-	\$
16	1	EA	Raise Water Valve Boxes	\$ 500-	\$
Mill Streets					
17	< 1,000	SY	Average depth 1"	\$ 6.50	\$
18	> 1,001	SY	Average depth 1"	4.25	
19	< 1,000	SY	Average depth 1 1/2"	\$ 6.50	\$
20	> 1,001	SY	Average depth 1 1/2"	4.25	
21	< 1,000	SY	Average depth 2"	\$ 6.50	\$
22	> 1,001	SY	Average depth 2"	4.25	
23	Est	Gallon	Tack	\$ 8.50	\$
Testing of Materials					
24	1	EA	Compaction Test of Base Material per 500 SY	\$ 125-	\$
25	1	SET	Asphalt Testing per 200 tons or per day	\$ 350-	\$

Page 36 of 38

ITB 21-018 PRICING SHEET

Page 2 of 2

NOTE 1:

This bid is to secure a source to provide services and materials for Asphalt Paving to meet the needs of the City for a period of one (1) year after the award of the bid, with four (4) additional one (1) year options. The prices shall be as bid to the City of Fort Walton Beach during the bid period unless the successful bidder advises the City at least thirty (30) days prior to the effective date of such changes and submits detailed justification and rationale to support such changes.

The City reserves the right to:

1. Cancel and contract or agreement entered into under the provisions of this bid and re-bid these items during the bid period, if it is deemed to be in the best interest of the City, e.g. due to bidder performance or price changes that are not acceptable.
2. Extend the bid period by mutual agreement between the successful bidder and the City, if in its best judgment, the extension would be in the best interest of the City.

NOTE 2:

Estimated quantities are listed and serve as approximate quantities to allow for equitable evaluation of bids for this Contract. The quantities are subject to change each year depending on the conditions of the proposed pipe sections to be treated and fiscal budget.

NOTE 3: Minimum Specifications (See Specifications on Pages 22-26)

NOTE 4:

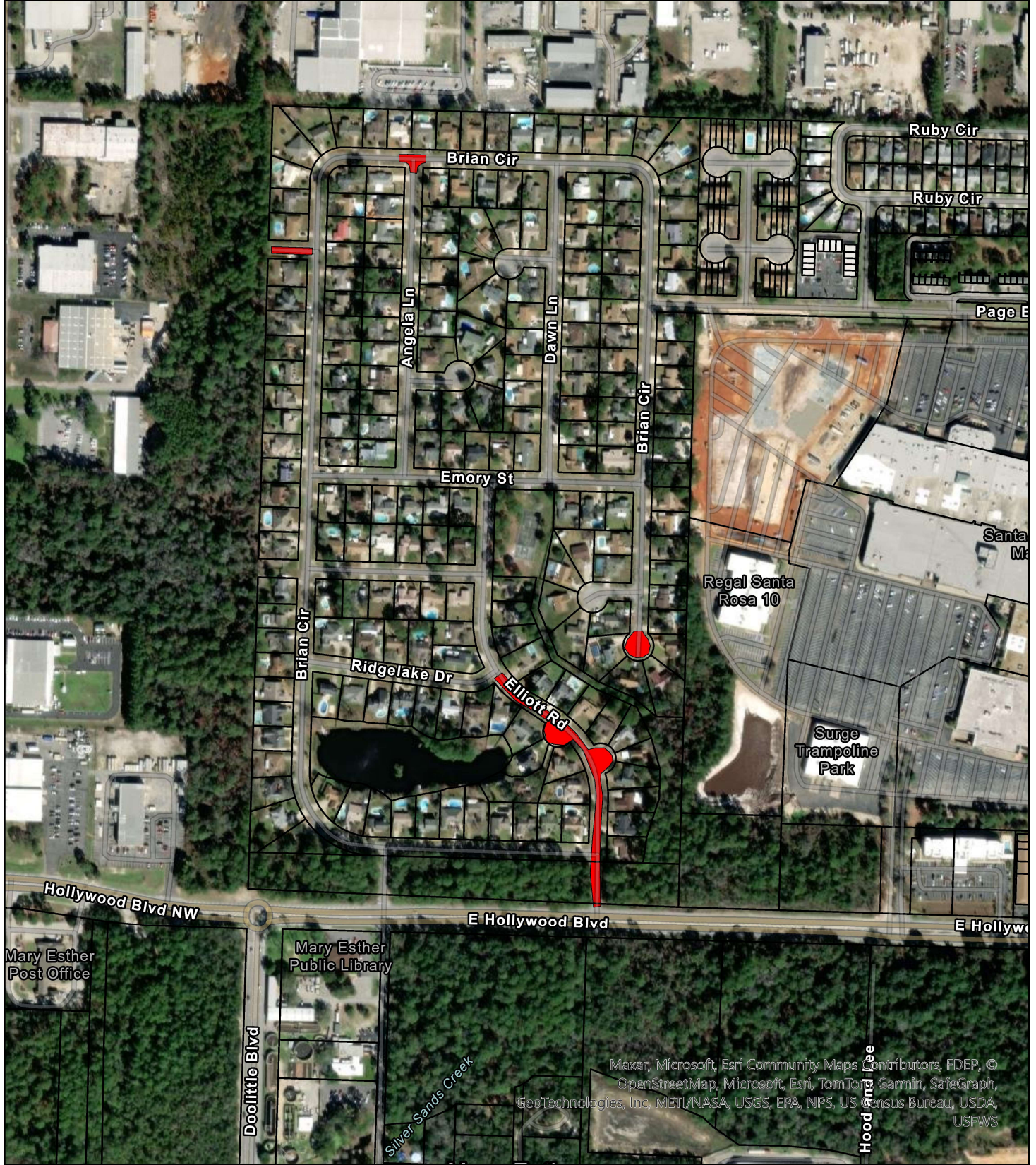
ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID

1. FOB Point: Jobsite (Delivered Only)
2. Terms of Payment: (e.g. Net 45) NET 45
3. The City shall receive project completion notice within _____ days from the date Vendor receives Purchase Order or Notice to Proceed.
4. Vendor agrees to "Piggyback Clause": YES ☒ NO ☐

***Provide any exceptions taken to the specifications in a letter format on company letterhead.**

Re-check your quotations prior to submission.

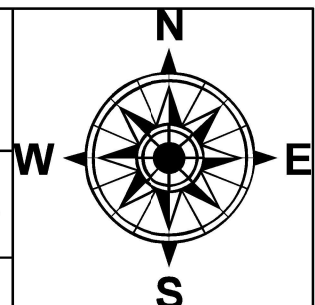
Bids may not be changed after being opened.



Mary Esther Paving

0 0.05 0.1 0.2 Miles

2024



JAMES DAVID SITE PREP & UNDERGROUND, LLC

5768 FL 4 W
Baker, FL 32531
Phone (850) 259-7901
[Email: Jamesdavidsiteprep@gmail.com](mailto:Jamesdavidsiteprep@gmail.com)
pave@westfloridaasphalt.com

PROPOSAL

Date: 10/11/2024
Name: City of Mary Esther
Address: 195 Christobal Road N
Mary Esther FL 32569
Phone: Shawn Lindsey
Attn: 423-291-0983

Project: **Brian Circle- Angela Lane
Intersection
Mary Esther FL**

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Mill / Overlay Asphalt Road				
Mill Asphalt (1-1/2" Depth)	SY	425	\$8.45	\$3,591.25
Tack	GAL	22	\$10.00	\$220.00
1-1/2" Asphalt	TON	40	\$192.00	\$7,680.00
			TOTAL	\$11,491.25

This estimate is for ONLY items listed above.

James David Site Prep & Underground, LLC will provide all materials , labor and equipment to complete the above described work in a professional and workman like manner per plans and specifications identified below. Any changes in the plans or specifications will result in a change order to be signed before any additional work or changes are made.

Completion Date: The project will be completed in a timely manner. Delays may occur due to weather conditions, availability of materials, or any unforeseen conditions that may affect the work.

This proposal is based field measurements

Contractor/ Contractor Agent

Date

James David Site Prep & Underground, LLC, Date

JAMES DAVID SITE PREP & UNDERGROUND, LLC

5768 FL 4 W
Baker, FL 32531
Phone (850) 259-7901
[Email: Jamesdavidsiteprep@gmail.com](mailto:Jamesdavidsiteprep@gmail.com)
pave@westfloridaasphalt.com

PROPOSAL

Date: 10/12/2024
Name: City of Mary Esther
Address: 195 Christobal Road N
Mary Esther FL 32569
Phone: Shawn Lindsey
Attn: 423-291-0983

Project: **Brian Circle
Cul-de-sac
Mary Esther FL**

ASPHALT PAVING

Description of Items	UNIT	QTY		TOTAL
Mill / Overlay Asphalt Road				
Mill Asphalt (1-1/2" Depth)	SY	670	\$8.45	\$5,661.50
Tack	GAL	35	\$10.00	\$350.00
Raise Manhole	EA	1	\$350.00	\$350.00
1-1/2" Asphalt	TON	60	\$157.00	\$9,420.00
			TOTAL	\$15,781.50

This estimate is for ONLY items listed above.

James David Site Prep & Underground, LLC will provide all materials , labor and equipment to complete the above described work in a professional and workman like manner per plans and specifications identified below. Any changes in the plans or specifications will result in a change order to be signed before any additional work or changes are made.

Completion Date: The project will be completed in a timely manner. Delays may occur due to weather conditions, availability of materials, or any unforeseen conditions that may affect the work.

This proposal is based field measurements

Contractor/ Contractor Agent Date

James David Site Prep & Underground, LLC, Date

WEST FLORIDA ASPHALT

5768 FL 4 W
Baker, FL 32531
Phone (850) 259-7901
Email: Jamesdavidsiteprep@gmail.com
pave@westfloridaasphalt.com

PROPOSAL

Date: 10/12/2024
Name: City of Mary Esther
Address: 195 Christobal Road N
Mary Esther FL 32569
Phone: 423-291-0983
Attn: Shawn Lindsey

Project: **Elliot Road**
Mary Esther FL

ASPHALT PAVING

Description of Items	UNIT	QTY	TOTAL	
Mill / Overlay Asphalt Road (Hollywood Blvd to Ridgelake Dr)				
Mill Asphalt (1-1/2" Depth)	SY	3320	\$5.50	\$18,260.00
Tack	GAL	166	\$10.00	\$1,660.00
1- 1/2" Asphalt Overlay	TON	295	\$147.00	\$43,365.00
			TOTAL	\$63,285.00

This estimate is for ONLY items listed above.

West Florida Asphalt, LLC will provide all materials , labor and equipment to complete the above described work in a professional and workman like manner per plans and specifications identified below. Any changes in the plans or specifications will result in a change order to be signed before any additional work or changes are made.

Completion Date: The project will be completed in a timely manner. Delays may occur due to weather conditions, availability of materials, or any unforeseen conditions that may affect the work.

This proposal is based field measurements

Contractor/ Contractor Agent Date

West Florida Asphalt, LLC. Date

AGENDA ITEM

Agenda Item 11.7.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey

DATE: December 9, 2024

SUBJECT: Declaration of Surplus Items

BACKGROUND:

The city needs to declare certain items as surplus before they can be disposed of through auction, sale, scrap metal, or landfill.

DISCUSSION:

Several cubicles left at the New City Hall need removal before upcoming construction. Ideally, we can sell them locally to avoid storage costs. They are in good condition and similar items sell for \$200–\$800 each on Facebook Marketplace. We also have a Toro Mower from 2017 that was replaced in 2023, old meters, various scrap metals, an old John Deere Tractor from 1993, and a slide from Azalea Park. Some scrap items with no resale value were scrapped, while a swing and grill were retained for other parks.

FINANCIAL IMPACT:

Selling these items will benefit the city financially and free up much-needed space. It is not known how much these items will bring, which is based on the market at the time of sale.

RECOMMENDATION:

Motion to declare the items listed in Attachment A as surplus and authorize staff to use the most advantageous method of disposal.

ATTACHMENT(S):

1. Attachment A - Surplus Items

Memorandum

TO: Jared Cobb, City Manager

FROM: Shawn Lindsey, Director of Public Works

DATE: November 21, 2024

SUBJECT: Recommend Surplus Items and Determine Best Method of Disposal

I am writing to request authorization to surplus several items currently held by the Public Works Department, and to direct staff to determine the most effective method for selling these items, whether through recycling, public auction, or direct sale.

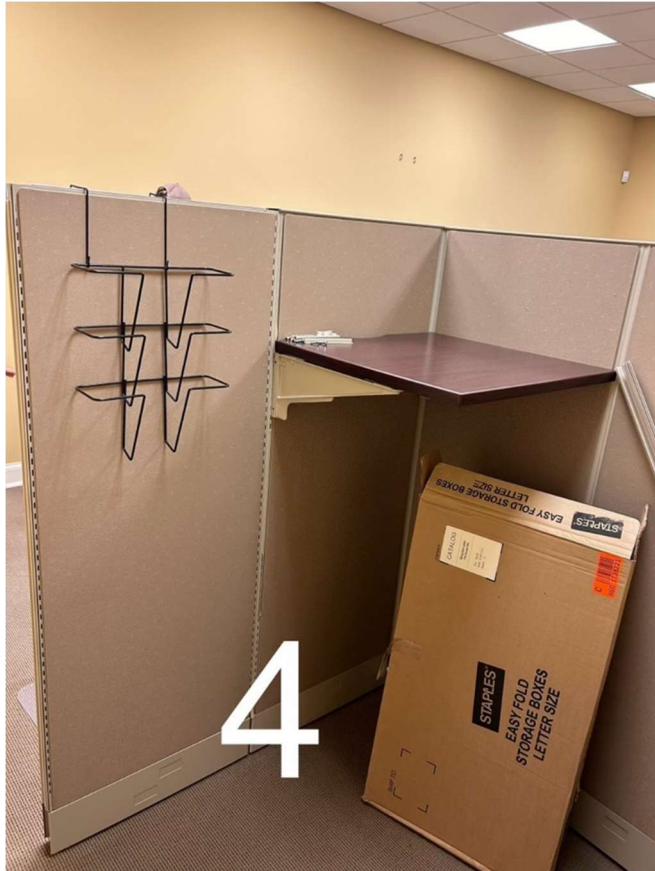
The items identified for surplus are as follows:

New City Hall Items:

When we bought the new city hall, we assumed ownership of 3 small cubicles measuring 65 inches by 78 inches and a storage cubicle measuring 65x48 inches. We also inherited 8 large cubicles that are 72x95 inches or a combined 144 by 95 inches: They are pictured below (Ideally these can be sold before construction begins to avoid moving twice and paying for storage):









L3

L4



L5



L6





L7



L8

Public Works items:

The following items have been replaced by newer items and need to be sold as surplus:



This is a 24.5 HP Toro Mower Timecutter MX50000 bought in April 2017 for \$2,900 that was replaced this summer with a new standup zero turn Skaggs Mower.



This slide was removed from Azalea Park with the other equipment. Most of the other equipment was in extremely poor condition and was sold for scrap metal. A few items are being retained to use in other parks that were found in good condition, this slide is in fair condition, but we do not foresee needing it in any of our parks and would like to surplus.

Water and Sewer Division:



Box of old meters-We would like to declare surplus and sale with miscellaneous scrap items. Currently R&M Industrial has offered to purchase these meters for \$1,200 dollars. We believe this is twice the amount we would receive if selling scrap metal.



Green Generator Onan Serial Number 850791061 Three phase KW100 KVA 125 we believe it was replaced many years ago as it was not found on inventory and could have been surpluses but not sold.



Old Kohler Generator since replaced, looks like it was kept for spare parts. This was replaced a long time ago and not found on inventory so may have already been surpluses and not sold.



Green John Deere Tractor 770 asset number 410236 was purchased in 1993 for \$11,800. It was replaced with a new tractor in 2023.

Old Switch box

These items have been reviewed and deemed no longer necessary for departmental operations. To ensure a transparent and efficient process, I recommend that staff be tasked with exploring the best disposal method for each item based on their condition and market demand. Sometimes the best method is through online auctions like Govdeals or local auctions, and sometimes it is better to sale directly to businesses or other entities using social medial to market.

AGENDA ITEM

Agenda Item 11.8.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey

DATE: December 9, 2024

SUBJECT: Approval of Azalea Park Design Elements

BACKGROUND:

Last year, we held a community workshop led by CPH Engineering, which resulted in the conceptual design of Azalea Park. Attached are the remaining design elements that require approval.

DISCUSSION:

Our Community Development Director, Tyler Reed, prepared the attached presentation, which was reviewed at our last Leadership Team meeting. The proposal includes a pavilion, kiosks, bridges, pervious pavers, a fire pit, and bench swings to be installed in the park. Multiple pavilion designs were evaluated, and staff selected the most suitable design within the budget constraints. Pending approval, the plan is to align the pavilion design with the bridges and utilize lumber from bald cypress trees within the park for constructing the bridges, swing frames, and picnic tables under the pavilion (note: additional bald cypress lumber will be necessary to complete the project).

Several minor modifications to the presented design are proposed, such as anchoring the swing frames to the ground rather than leaving them freestanding and using asphalt shingles for the roofs of the pavilion, kiosk, and swings to ensure consistency.

The fire pit amenity would be a new feature for Mary Esther, functioning similarly to the existing pedestal grills, and adding a communal and rustic element to the park. The concept has been submitted to our Fire Marshal for her review and recommendations. She advised that the fire pit should be built at least 15 feet from the pavilion, with a fire extinguisher mounted nearby, a regular maintenance schedule established, and consideration given to a gas fire pit as an alternative. While gas may be more costly and susceptible to tampering, it is potentially safer and can be equipped with a timer. The pavilion area will also include a security camera to deter vandalism.

FINANCIAL IMPACT:

The proposed design elements fall within the already approved FY 2025 Budget.

RECOMMENDATION:

Staff recommends approval so we can do the majority of the construction during the winter months when mowing has slowed down.

Motion to approve the attached design elements, with proposed minor modifications, and the recommendations from the Fire Marshal regarding the fire pit, including placement at least 15 feet from the pavilion, posting rules for use, mounting a fire extinguisher, requiring a park reservation, and providing regular maintenance.

ATTACHMENT(S):

1. Azalea Park Presentation of Design Elements
2. Fire Pit Recommendations

AZALEA PARK

ABOUT



Image: Sarracenia psittacine (Parrot Pitcherplant)

Four types of Pitcherplants are found throughout the park with some unique to Northwest Florida, where they grow wild in swampy bogs. Azalea Park's use of these species makes this park one of the most unique in the World. Only 3% of pitcherplants native habitat along the Gulf Coastal Plain remains.

In the heart of Mary Esther, Azalea Park has blossomed into a vivid showcase of Florida's native beauty, inviting citizens to experience a tranquil escape into nature. Redesigned to bring the lush, native flora to the forefront, the park is now a vibrant landscape of Florida's most iconic plant species, from the delicate pinks and yellows of the native azaleas to the sunlit patches of ferns and pitcherplants.

The new layout of Azalea Park leads visitors through winding trails bordered by swamp sunflower, Chipola Tickseed and milkweed, their bright colors drawing in butterflies and hummingbirds, while shaded nooks and swinging benches offer peaceful spots to relax. The updated creek area, surrounded by colorful Blue Flag iris, swamp mallow hibiscus, and canna lily, will become a hotspot for native water birds, enhancing the sense of a living, breathing ecosystem.

Local families and friends can gather at the thoughtfully designed pavilion, or warm up to the burning glow of a bonfire. Each path is marked with display boards that celebrate and educate visitors on the importance of preserving Northwest Florida's natural heritage, creating a space where enjoyment meets environmental awareness.

Azalea Park's redesign has transformed it from a swampy, unusable playground, to a lively, restorative sanctuary that connects Mary Esther's citizens with the rich beauty of their surroundings. It's more than just a park—it's a celebration of Florida's biodiversity, drawing the community closer to the roots and beauty of their environment, season after season.

PARK ELEMENTS OVERVIEW

- Pavilion
- Fire Pit
- Pavers
- Swinging Benches
- Display Boards
- Foot Bridges
- Stain Color
- Walking Path



PAVILION

The gathering place and centerpiece of Azalea Park.

Timber Frame with metal pitched roof. Long picnic table to be made from dead cypress trees cut down in the park.

Area: 400 SqFt



FIRE PIT

Stone and pavers in a circular design to provide plenty of seating and safety.

Area: 200 SqFt



PAVERS

Oceanside pavers combine coquina and oyster shells to create a natural look and a nod to our coastal City. This pavement will be ADA compliant and used in the pavilion and fire pit areas.

Dimensions: 8" x 12" x 2 3/8" 60MM
Pattern: 1- Piece Running Bond
Color: Gray



SWINGING BENCHES

Timber Frame with metal pitched roof, located along the pathways, mounted to concrete pad.



DISPLAY BOARDS

Timber Frame with metal pitched roof, displaying information on the native plantings and biodiversity within the park, along with other educational information and activities to engage in.



FOOT BRIDGES

Timber frame, ramp style foot bridges over the small creek that runs through the park, enhancing the walking path, water flow, and overall beauty of the park. Decorative details to complement the pavilion.

Bridge 1 Dimension: 6' x 12'

Bridge 2 Dimension: 6' x 10'



STAIN COLOR

Stain will be used for all
wooden structures in the park.

Brand: Cabot Stain and Sealer

Opacity: Semi-Transparent

Color: Red Cedar



WALKING PATH

Natural looking rubber mulch
style walking path.

Brand: Premier Materials

Material: Rubber

Color: Brown



THANK YOU

Memorandum

TO: Jared Cobb, City Manager

From: Shawn Lindsey, Director of Public Works

Subject: Fire Pit in Azalea Park and Rules and Regulations

Date: November 25, 2024

The Azalea Park proposal contains a fire pit near the pavilion with both being built on concrete pavers. Fire pits have not previously been used in City Parks in Mary Esther, Pedestal grills have been used. My research shows that there are only a few differences between the two and how they should be regulated. Currently we have lots of pedestal grills and we do not post rules, but perhaps we should.

The main differences between a fire pit grill and a pedestal grill you see in parks are their design, usage, and fuel type:

Fire Pit Grill

- **Design:** A fire pit grill is typically a circular or square pit dug into the ground or built above ground with stones or metal. It often has a grate placed over the fire for grilling.
- **Usage:** Fire pits are versatile and can be used for cooking, warmth, and ambiance. They are often used for gatherings and can accommodate larger groups.
- **Fuel Type:** Fire pits usually burn wood or charcoal. They provide an open flame, which can be used for roasting marshmallows, cooking food, or simply enjoying a campfire experience.

Pedestal Grill

- **Design:** A pedestal grill is a standalone unit mounted on a pedestal or post. It typically has a grill grate and a lid, similar to a traditional barbecue grill.
- **Usage:** Pedestal grills are primarily used for cooking food. They are more controlled and safer for grilling compared to open fire pits. They are commonly found in parks and picnic areas.
- **Fuel Type:** Pedestal grills usually use charcoal as their fuel source. They provide a more controlled cooking environment with adjustable grates and vents for temperature control.

Both types of grills have their own advantages and are suitable for different purposes. Fire pit grills offer a more rustic and communal experience, while pedestal grills provide a more controlled and convenient cooking option.

City Park Fire Pit Rules

1. **Hours of Operation:** Fire pits are available for use from 8:00 AM to 10:00 PM.
2. **Permits Required:** A permit is required for groups larger than 10 people. Permits can be obtained from City Hall.
3. **Supervision:** An adult must be present at all times when the fire pit is in use.
4. **Firewood Only:** Only firewood is allowed. Burning of trash, leaves, or other materials is prohibited. Wood shall be tried out to reduce smoke.
5. **Extinguish Fires:** All fires must be completely extinguished before leaving the area.
6. **Safety Equipment:** A bucket of water or a fire extinguisher must be on hand while the fire pit is in use.
7. **No Unattended Fires:** Fires must not be left unattended at any time.
8. **Respect Wildlife:** Do not disturb wildlife or their habitats.
9. **Clean Up:** Remove all trash and debris from the fire pit area before leaving.
10. **Report Issues:** Report any safety concerns or rule violations to park staff immediately.

Here are some rules for using grills in parks, based on best practices from other cities:

City Park Grill Usage Rules

1. **Hours of Operation:** Grills are available for use from 8:00 AM to 10:00 PM.
2. **Permits Required:** A permit is required for groups larger than 10 people. Permits can be obtained from the park office.
3. **Supervision:** An adult must always be present when the grill is in use.
4. **Charcoal Only:** Only charcoal is allowed. Burning of trash, leaves, or other materials is prohibited.
5. **Extinguish Coals:** All coals must be completely extinguished before leaving the area.
6. **Safety Equipment:** A bucket of water or a fire extinguisher must be on hand while the grill is in use.
7. **No Unattended Grills:** Grills must not be left unattended at any time.
8. **Respect Wildlife:** Do not disturb wildlife or their habitats.
9. **Clean Up:** Remove all trash and debris from the grill area before leaving.
10. **Report Issues:** Report any safety concerns or rule violations to park staff immediately.

I do not believe that the fire Pitt proposed at Azalea Park will cause any serious problems but believe we should post and enforce rules of their use. In checking with the Fire Marshall, she said a fire extinguisher can be used to improve safety but is not required. She does require the fire pit be at least 15 feet from the Pavillon and away from overhanging trees. She also recommended that we investigate gas for the fire pit.

In looking at gas and wood here are the pros and cons for each:

Cons for Gas

- Costs more
- Gas lines can be a hazard
- Fuel tanks need storage
- Fuel tanks can be dangerous
- Longer installation
- More expensive installation
- Easier to vandalize

Cons for Wood

- Not clean burning
- Easier to start fires
- Needs a wood storage area
- Harder to light
- More work to keep it burning
- Requires regular cleaning
- Can cause fire hazards

Pros for Gas

Pros

- Clean burning
- Quick to light
- More environmentally friendly
- Runs continuously
- Fewer fire hazards if used properly.
- Can control with switch or timer.

Pros for Wood

Pros

- More affordable
- Faster installation
- Some say a better aesthetic more natural.
- Better experience for users
- Can be a learning tool for scout groups
- Wood is often free

Other safety measures can also be added including requiring reservation of the Pavillon to use the fire pit. Placing a camera system near the pavilion with instructions and how

to use it and to clean up afterwards. I recommend that we begin with a wood fire pit with grill and install a fire extinguisher, post the rules above and see how it goes. Public Works can check each week as we check our trash cans in each park weekly and keep it cleaned out and report if it is being misused. I think this is the cheapest option. I have not seen them abused much in other camping parks, but you always have good and bad users. I think gas is the most expensive option and most easily vandalized. The safety factors with gas go away if someone throws wood, leaves, or pine needles on top of the gas fire pit. I would introduce gas if smoke were a problem for the neighborhood as an alternative but would want to have cameras installed to prevent vandalism.

AGENDA ITEM

Agenda Item 11.9.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey

DATE: December 9, 2024

SUBJECT: Discussion of FDEP Consent Order Amendment #2

BACKGROUND:

The City Council previously directed staff to explore funding opportunities for constructing a wastewater force main to the Okaloosa County Wastewater Treatment Facility (WWTF). If completed, the existing plant would be decommissioned and wastewater would be sent to Okaloosa County for treatment. This was identified as the preferred option if the construction costs were equal to or less than the costs of renovating the existing plant. Our current consent order requires the City to inform the Florida Department of Environmental Protection (FDEP) of our decision by December 31, 2024.

DISCUSSION:

We will likely need a partner to make the project financially viable. Hurlburt Field has expressed interest in a partnership to build a joint wastewater force main to the Okaloosa Wastewater Treatment Facility, potentially reducing costs for both parties. They have requested time to complete a study of alternatives, similar to our study with Barge Design Solutions.

To move forward, we will need a time extension from FDEP for Hurlburt Field's due diligence period. Staff held a virtual meeting with FDEP and received positive feedback on the project concept. FDEP asked the City to submit a written extension request and confirm the existing plant could handle daily flows. Jacobs formally requested an extension on the City's behalf through April 19, 2026, and FDEP confirmed receipt on November 26, 2024. If approved by FDEP, the amendment will be submitted to the City Council for approval.

FINANCIAL IMPACT:

None at this time.

RECOMMENDATION:

For discussion only. No action is required at this time.

ATTACHMENT(S):

1. FDEP Extension Request

Request for Extension

Date: November 22, 2024
Project name: Mary Esther WWTP OM Renewal 2023
Project no: BPO00SVZ
Attention: Christina Horstmann, FDEP
Company: City of Mary Esther
Prepared by: Jessica Baker
Copies to: Jared Cobb, City of Mary Esther

Jacobs Engineering Group
25W. Cedar Street
Suite 350
Pensacola, FL 32502
United States
T +1.850.438.2740
www.jacobs.com

Christina,

Please accept this letter on behalf of the City of Mary Esther. The City of Mary Esther formally requests a 12-month extension for the funding acquisition for the decommissioning of Mary Esther WWTP and connection to Okaloosa County, Florida WWTF until April 19, 2026.

The Hurlburt study, to be leveraged in funding acquisition, is expected to be completed at the end of May 2025. Attached is an updated tentative schedule based on the completion of the Hurlburt study. We have confirmed that oxidation ditches 2 and 3 (equivalent of 0.6 mgd) are operational and online.

We appreciate your willingness to help us in this process.

Kind Regards,

Jessica Baker, Ph.D., EIT

AGENDA ITEM

Agenda Item 11.10.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: December 9, 2024

SUBJECT: Discussion of 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. At our last meeting, the City Council discussed the topic and directed staff to prepare an ordinance for review. A draft ordinance is attached.

DISCUSSION:

The attached ordinance is a preliminary draft currently under review by the City Attorney. It is modeled on the ordinance recently approved by the City of Fort Walton Beach and will likely require further revisions. According to state law, a speed study must be conducted, and its results presented at a public hearing. Staff contacted the Okaloosa County Sheriff's Office to determine if they can perform the study or if it will be necessary to engage a third-party contractor.

FINANCIAL IMPACT:

The program would require trained staff to review and approve citations. Any person contesting a citation would have the option to appear before the special magistrate. Program revenues and/or hearing fees would offset these costs. Additional study, including a business impact statement or exemption, will be required before adoption.

RECOMMENDATION:

Should the Council desire to proceed, staff will coordinate with an independent third party to conduct a speed study within the school zone on Highway 98. Upon completion of the study, the results will be forwarded to the City Council. Subsequently, a public hearing will be scheduled to review the findings, discuss a draft ordinance, and potentially complete a first reading.

ATTACHMENT(S):

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

ORDINANCE 2024-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA; PROVIDING FOR AUTHORITY; ESTABLISHING CHAPTER 22 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 MARY ESTHER, 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 Mary Esther 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. ESTABLISHMENT OF CODE OF ORDINANCES CHAPTER 22

Chapter 22, Traffic and Vehicles, of the City of Mary Esther Code of Ordinances shall be established as follows:

ARTICLE I. - IN GENERAL

Secs. 22-1 through 22-30 are reserved for future use.

ARTICLE II. - SPEED ENFORCEMENT

Sec. 22-31. - Definitions

The following words, terms, and phrases, when used in this Article, 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 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.

Sec. 22-32. - 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 Mary Esther'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, including the designation of traffic infraction enforcement officers.
 - (1) The City Manager, or assigned designee, 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.

Sec. 22-33. - 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) Mary Esther Elementary School

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 and City's Vendor(s) will make final determination of placement.

Sec. 22-34. - 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).

Sec. 33-35. - Reporting.

The City Manager, 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.

Sec. 33-36. - 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.

SO DONE this ____ day of _____ 2025.

By: _____

Chris Stein, Mayor

ATTEST:

Dillon Morris
City Clerk

First Reading:
Published:
Second Reading:

ENROLLED

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

Page 1 of 37

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

hb0657-04-er

ENROLLED

CS/CS/HB 657, Engrossed 1

2023 Legislature

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;

Page 2 of 37

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

hb0657-04-er

ENROLLED

CS/CS/HB 657, Engrossed 1

2023 Legislature

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

Page 3 of 37

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

hb0657-04-er

ENROLLED

CS/CS/HB 657, Engrossed 1

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

Page 4 of 37

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

hb0657-04-er

ENROLLED

CS/CS/HB 657, Engrossed 1

2023 Legislature

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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CS/CS/HB 657, Engrossed 1

2023 Legislature

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

ENROLLED

CS/CS/HB 657, Engrossed 1

2023 Legislature

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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CS/CS/HB 657, Engrossed 1

2023 Legislature

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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CS/CS/HB 657, Engrossed 1

2023 Legislature

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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CS/CS/HB 657, Engrossed 1

2023 Legislature

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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CS/CS/HB 657, Engrossed 1

2023 Legislature

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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CS/CS/HB 657, Engrossed 1

2023 Legislature

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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CS/CS/HB 657, Engrossed 1

2023 Legislature

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

ENROLLED

CS/CS/HB 657, Engrossed 1

2023 Legislature

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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CS/CS/HB 657, Engrossed 1

2023 Legislature

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

ENROLLED

CS/CS/HB 657, Engrossed 1

2023 Legislature

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.

ENROLLED

CS/CS/HB 657, Engrossed 1

2023 Legislature

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

ENROLLED

CS/CS/HB 657, Engrossed 1

2023 Legislature

the date of issuance of the notice of violation or the uniform traffic citation, furnish to the appropriate governmental entity an affidavit setting forth information supporting an exception under subsection (7).

(a) An affidavit supporting the exception under paragraph (7)(a) 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.

(b) If a uniform traffic citation for a violation of s. 316.1895 or s. 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.

(c) 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:

1. 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.

ENROLLED

CS/CS/HB 657, Engrossed 1

2023 Legislature

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

ENROLLED

CS/CS/HB 657, Engrossed 1

2023 Legislature

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

ENROLLED

CS/CS/HB 657, Engrossed 1

2023 Legislature

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

ENROLLED

CS/CS/HB 657, Engrossed 1

2023 Legislature

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.

ENROLLED

CS/CS/HB 657, Engrossed 1

2023 Legislature

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

ENROLLED

CS/CS/HB 657, Engrossed 1

2023 Legislature

576 use of a speed detection system must be destroyed within 90 days
577 after the final disposition of the recorded event. The vendor of
578 a speed detection system must provide the county or municipality
579 with written notice by December 31 of each year that such
580 records have been destroyed in accordance with this subsection.

581 (c) Notwithstanding any other law, registered motor
582 vehicle owner information obtained as a result of the operation
583 of a speed detection system in a school zone is not the property
584 of the manufacturer or vendor of the speed detection system and
585 may be used only for the purposes of this section.

586 (16) (a) Each county or municipality that operates one or
587 more speed detection systems must submit a report by October 1,
588 2024, and annually thereafter, to the department which
589 identifies the public safety objectives used to identify a
590 school zone for enforcement under this section, reports
591 compliance with s. 316.0776(3)(c), and details the results of
592 the speed detection system in the school zone and the procedures
593 for enforcement. The information from counties and
594 municipalities must be submitted in a form and manner determined
595 by the department, which the department must make available to
596 the counties and municipalities by August 1, 2023, and the
597 department may require data components to be submitted
598 quarterly. The report must include at least the following:

599 1. Information related to the location of each speed
600 detection system, including the geocoordinates of the school

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CS/CS/HB 657, Engrossed 1

2023 Legislature

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

ENROLLED

CS/CS/HB 657, Engrossed 1

2023 Legislature

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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CS/CS/HB 657, Engrossed 1

2023 Legislature

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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CS/CS/HB 657, Engrossed 1

2023 Legislature

676 (2), evidence of the speed of a motor vehicle detected by a
677 speed detection system compliant with this subsection and the
678 determination by a traffic enforcement officer that a motor
679 vehicle is operating in excess of the applicable speed limit is
680 admissible in any proceeding with respect to an alleged
681 violation of law regulating the speed of motor vehicles in
682 school zones.

683 Section 7. Paragraphs (d) through (h) of subsection (3) of
684 section 318.18, Florida Statutes, are redesignated as paragraphs
685 (e) through (i), respectively, and a new paragraph (d) is added
686 to that subsection to read:

687 318.18 Amount of penalties.—The penalties required for a
688 noncriminal disposition pursuant to s. 318.14 or a criminal
689 offense listed in s. 318.17 are as follows:

690 (3)

691 (d)1. Notwithstanding paragraphs (b) and (c), a person
692 cited for a violation of s. 316.1895(10) or s. 316.183 for
693 exceeding the speed limit in force at the time of the violation
694 on a roadway maintained as a school zone as provided in s.
695 316.1895, when enforced by a traffic infraction enforcement
696 officer pursuant to s. 316.1896, must pay a fine of \$100. Fines
697 collected under this paragraph must be distributed as follows:

698 a. Twenty dollars must be remitted to the Department of
699 Revenue for deposit into the General Revenue Fund.

700 b. Seventy-seven dollars must be distributed to the county

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CS/CS/HB 657, Engrossed 1

2023 Legislature

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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CS/CS/HB 657, Engrossed 1

2023 Legislature

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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CS/CS/HB 657, Engrossed 1

2023 Legislature

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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CS/CS/HB 657, Engrossed 1

2023 Legislature

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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CS/CS/HB 657, Engrossed 1

2023 Legislature

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.~~

ENROLLED

CS/CS/HB 657, Engrossed 1

2023 Legislature

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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CS/CS/HB 657, Engrossed 1

2023 Legislature

851 offense or its traffic violations bureau within 5 business days
852 after the date of issuance of the traffic citation to the
853 violator. If a hearing is requested, the traffic infraction
854 enforcement officer shall provide a replica of the traffic
855 notice of violation data to the clerk for the local hearing
856 officer having jurisdiction over the alleged offense within 14
857 days.

858 Section 12. Subsection (2) of section 318.14, Florida
859 Statutes, is amended to read:

860 318.14 Noncriminal traffic infractions; exception;
861 procedures.—

862 (2) Except as provided in ss. 316.1001(2), and 316.0083,
863 and 316.1896, any person cited for a violation requiring a
864 mandatory hearing listed in s. 318.19 or any other criminal
865 traffic violation listed in chapter 316 must sign and accept a
866 citation indicating a promise to appear. The officer may
867 indicate on the traffic citation the time and location of the
868 scheduled hearing and must indicate the applicable civil penalty
869 established in s. 318.18. For all other infractions under this
870 section, except for infractions under s. 316.1001, the officer
871 must certify by electronic, electronic facsimile, or written
872 signature that the citation was delivered to the person cited.
873 This certification is prima facie evidence that the person cited
874 was served with the citation.

875 Section 13. Subsections (4), (5), and (15) of section

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CS/CS/HB 657, Engrossed 1

2023 Legislature

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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CS/CS/HB 657, Engrossed 1

2023 Legislature

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.*

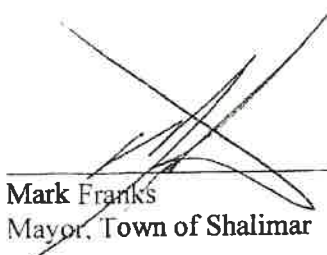
SECTION 3: SEVERABILITY. *If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is held for any reason, to be unconstitutional, void, or invalid, the validity of the remaining portion of the ordinance shall not be affected hereby.*

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 Chesser
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

AGENDA ITEM

Agenda Item 11.11.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: December 9, 2024

SUBJECT: Review of Projects for FY 2025 Legislative Appropriation Request

BACKGROUND:

The Florida Legislature accepts appropriation requests annually before the legislative session. Municipalities usually request funds for capital projects. Submission deadlines have not been set by the House or Senate. However, a public meeting has been scheduled by our delegation for December 17 to present project requests.

DISCUSSION:

Two projects have been identified for consideration:

- Okaloosa County Wastewater Connection - Hurlburt Field plans to complete their due diligence by June 2025. To maintain momentum, we may want to pursue an appropriation to cover engineering costs. The most recent cost estimate for engineering is \$2,000,000 for City and Hurlburt improvements. Staff recommend requesting \$1,000,000 for the project.
- Northwest Stormwater Improvements - The City received a \$500,000 appropriation in 2022, which is being applied to the stormwater pond (Ray's Pond) adjacent to North Street. An estimated \$1,644,700 is needed to regrade the ditch that runs along the north side of the Scottsdale and Springdale Neighborhoods. Staff recommend requesting \$500,000 for the project.

FINANCIAL IMPACT:

These projects are not included in the Fiscal Year 2025 Budget. If selected, grant agreements will be executed in late summer or fall, making it unlikely that any funds will be allocated in FY 2025. Project funds would therefore be budgeted for FY 2026.

RECOMMENDATION:

Motion to authorize the City Manager to submit an FY 2026 Local Funding Initiative Request to the Florida Senate and Florida House of Representatives for the Okaloosa County Wastewater Connection for the amount of \$1,000,000 and the Northwest Stormwater Improvements for the amount of \$500,000.

ATTACHMENT(S):

AGENDA ITEM

Agenda Item 11.12.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: December 9, 2024

SUBJECT: Approval of FY 2025 Action Plan

BACKGROUND:

The Action Plan is approved annually and provides staff with a work plan for the fiscal year. It includes recurring tasks (quarterly financial reports), new initiatives (update land development code), and projects (Azalea Neighborhood Infrastructure Improvements).

DISCUSSION:

Items listed within the Action Plan are considered staff priorities for the fiscal year. Other than recurring items, most were included within the department narratives of the budget. There are several items, such as a feasibility study on long-term fire service options, submitted by the mayor or individual councilmembers. Staff suggests the Council review, recommend amendments as necessary, and motion to approve.

FINANCIAL IMPACT:

There is no direct financial impact. Projects requiring funding were included in the FY 2025 Budget. Projects greater than \$25,000 also require prior approval by the City Council.

RECOMMENDATION:

Motion to approve the FY 2025 Action Plan as presented **-OR-** as amended.

ATTACHMENT(S):

1. FY 2025 Action Plan



Action Plan Fiscal Year 2025

GOALS

The Action Plan incorporates five overarching goals. The overall health of the City depends on our collective ability to successfully accomplish each of these Goals concurrently:

Organizational Excellence

Foster a transparent organization of employees challenged to provide high quality, responsive, and innovative services efficiently and effectively.

Community Development

Positively plan, develop, and coordinate economic and population growth consistent with community values.

Financial Sustainability

Responsibly manage financial resources to ensure the City can provide exceptional services, equipment, facilities and infrastructure today, without compromising the level of service for future generations.

Dependable Infrastructure

Provide safe, well-maintained, and dependable water, sewer, stormwater, and transportation infrastructure supported by fair and equitable fiscal policy.

Exceptional Quality of Life

Promote a clean, engaged community environment where people feel safe and enjoy access to community amenities that support a high quality of life.

OBJECTIVES

Several objectives are identified under each goal. The objectives refine the goals into broad action areas that support each goal.

WORK PLANS

These represent a set of initiatives, actions, or performance measures, which are designed to support the objectives. Work plans are implemented, tracked, and reported to the City Council. Work plan initiatives are revised annually to advance the objectives.

ORGANIZATIONAL EXCELLENCE

Foster a transparent organization of employees challenged to provide high quality, responsive, and innovative services efficiently and effectively.

OBJECTIVE

1. Enhance communication and public outreach with residents, businesses, and organizations.

WORK PLAN

- A. Combine and simplify monthly City Council reports into one document that provides program highlights, performance metrics (including fire and law enforcement), and project updates.
- B. Publish a monthly status report of ongoing and future projects on the City website.
- C. Develop a quarterly newsletter focused on City services, projects, events, and distribute it electronically or by mail.
- D. Setup quarterly virtual meeting to update residents on City projects, programs, and upcoming events.

OBJECTIVE

2. Improve the human resource capacity of the City by providing training opportunities and meaningful evaluation of staff.

WORK PLAN

- A. Ensure staff are evaluated annually, with meaningful recommendations and plans for remediation included.
- B. Provide a training program for all departments and include within the annual budget.

OBJECTIVE

3. Recommend policies that support the direction, goals, and objectives of the City Council.

WORK PLAN

- | |
|---|
| A. Review the Mary Esther Municipal Code and recommend areas of emphasis to the City Council. |
| B. Using the Community Vision Plan, develop a Strategic Plan to guide the organization for the next five (5) years. |
| C. Conduct a comprehensive review of the Personnel Manual and recommend updates to improve employee morale and ensure compliance with employment law. |

OBJECTIVE

4. Support the professional development of the governing body.

WORK PLAN

- | |
|--|
| A. Provide development materials and opportunities (articles, presentations, training) through organizations such as the Florida League of Cities. |
| B. Secure a facilitator to conduct a Teambuilding and Governance Workshop, including review and update of the Governance Handbook. |
| C. Draft Mayor and City Council Orientation Handbook to assist with onboarding new elected officials. |

COMMUNITY DEVELOPMENT

Positively plan, develop, and coordinate economic and population growth consistent with community values.

OBJECTIVE

1. Provide a high-quality built environment and support diverse neighborhoods through effective planning and zoning practices.

WORK PLAN

- A. Using the Community Vision Plan as a guide, complete amendments to the Comprehensive Plan.
- B. Update the Land Development Code to incorporate Comprehensive Plan amendments.
- C. Develop a needs assessment for a Community Redevelopment Agency (CRA).

OBJECTIVE

2. Create a welcoming business environment and assist with development, retention, and relocation efforts.

WORK PLAN

- A. Conduct a review of the Business Tax Receipts program and identify opportunities to reduce and simplify classifications.
- B. Develop a Farmer's Market to foster a sense of community, an alternative source for healthy foods and fresh produce, and promote local vendors.
- C. Develop an economic development toolbox to assist businesses and entrepreneurs.

FINANCIAL SUSTAINABILITY

Responsibly manage financial resources to ensure the City can provide exceptional services, equipment, facilities and infrastructure today, without compromising the level of service for future generations.

OBJECTIVE

1. Maintain financial records that are accurate, dependable, and inspire public trust.

WORK PLAN

- A. Provide monthly and quarterly financial reports consistent with adopted financial policies.
- B. Maintain unrestricted fund balance/net position in the operating funds, per financial policies, to ensure preparedness for economic recessions, natural disasters, or other emergencies.
- C. Submit the Annual Financial Report (Audit) to the City Council by March 31.

OBJECTIVE

2. Develop a balanced budget and sustainable revenues to support general operations and planned capital improvements.

WORK PLAN

- A. Submit proposed operating budget to the City Council by June 30.
- B. Review and update the comprehensive schedule of fees during the budget process.

DEPENDABLE INFRASTRUCTURE

Provide safe, clean, well-maintained, and dependable infrastructure.

OBJECTIVE

1. Meet or exceed Federal and State water, sewer, and stormwater regulatory requirements and standards.

WORK PLAN

- A. Meet or exceed sewer discharge permit requirements.
- B. Meet or exceed water quality permit requirements.
- C. Meet or exceed stormwater quality permit requirements.
- D. Submit annual water report to the City Council and residents.
- E. Update the Backflow Prevention Program, including municipal code, to align with FDEP requirements.
- F. Complete lead and copper service line inventory per the U.S. EPA Lead and Copper Rule Revisions.

OBJECTIVE

2. Reduce the lifecycle costs of equipment, facilities, and infrastructure by supporting a preventative maintenance program.

WORK PLAN

- A. Submit an annual status report to the Council on the water and sewer asset management plans.
- B. Evaluate building needs and develop a 5-year plan for HVAC, roofing, and other major components.

WORK PLAN

- C. Complete mill and overlay and slurry seal of streets in the Mary Esther Manor Neighborhood.
- D. Inspect all sidewalks in Maintenance Area 1, including Scottsdale and Oak Tree Park neighborhoods.
- E. Begin smoke testing and filming program to identify unknown assets and reduce inflow and infiltration problems by installing inflow protectors and manhole repairs.

OBJECTIVE

3. Plan and develop new facilities and infrastructure to meet current and long-range needs.

WORK PLAN

- A. Submit an annual 5-Year Community Investment Plan to the City Council for review.
- B. Start construction of the Azalea Park Neighborhood Infrastructure Improvements.
- C. Complete Ray's Pond and stormwater rehabilitation on Pryor Drive from Overstreet to North Street.
- D. Complete New City Hall Remodel and relocate operations.
- E. Install ditches on Elliott Street to mitigate the impacts of the high-water table.
- F. Partner with Hurlburt Field to expedite obtaining an easement for rehabilitating the Northwest Stormwater Ditch (north of Springdale/Scottsdale neighborhoods).

EXCEPTIONAL QUALITY OF LIFE

Promote a clean, engaged environment where people feel safe and enjoy access to community amenities that support a high quality of life.

OBJECTIVE

1. Provide diverse parks, recreation, and library programming for residents of all ages and abilities.

WORK PLAN

- A. Advance community engagement by supporting at least three community events each year that cater to all ages.
- B. Complete renovation of Azalea Park.

OBJECTIVE

2. Improve public safety by enhancing crime reporting, public outreach, and emergency preparedness.

WORK PLAN

- A. Provide a monthly report from the Okaloosa County Sheriff's Office, including call data, to better understand work of the OCSO and criminal activity within our community.
- B. Provide a monthly report from the Ocean City-Wright Fire Department, including call data, to better understand work of the Department and fire activities within our community.
- C. Conduct an annual emergency preparedness exercise.
- D. Review hazard mitigation opportunities with the emergency preparedness consultant (i.e. undergrounding utilities) to enhance community resiliency.
- E. Conduct a feasibility study on long-term fire service options, including continued contractual service with Ocean City/Wright Fire Protection District and potential annexation into the district. *Requested by Mayor Pro Tem Sutton*

OBJECTIVE

3. Encourage community beautification by serving as an example and providing tools, incentives, and support.

WORK PLAN

- A. Submit a monthly status report on code compliance actions to the City Council.
- B. Distribute community outreach materials for code compliance through social media.
- C. Engage a landscape architect to create plans, incorporating public outreach, for the renovation of the medians on Mary Esther Boulevard.
- D. Begin maintenance of state routes, including sweeping, mowing, vegetation management, and sidewalk cleaning.

OBJECTIVE

4. Develop and maintain parks, recreation, and library facilities for residents of all ages and abilities.

WORK PLAN

- A. Conduct a monthly safety inspection of parks and open spaces.
- B. Develop turf management plan to ensure turf is maintained at an acceptable standard.
- C. Complete Parks and Greenway Master Plan, including prioritization of capital projects for the next five (5) year period.

AGENDA ITEM

Agenda Item 11.13.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: December 9, 2024

SUBJECT: Approval of FY 2025 City Manager Work Plan

BACKGROUND:

Annually, the City Manager submits a draft work plan to the City Council for the next fiscal year. The work plan is considered as part of the performance evaluation for the city manager.

DISCUSSION:

A draft work plan for the period of October 1, 2024 – September 30, 2025, is attached for City Council review and consideration. It contains items from the approved FY 2025 Action Plan and the recently approved performance evaluation.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Motion to approve the FY 2025 City Manager Work Plan.

ATTACHMENT(S):

1. FY 2025 City Manager Work Plan



FY 2025 Work Plan

Jared Cobb, City Manager

Criteria for the City Council to evaluate the effectiveness of the City Manager's leadership of the City of Mary Esther. Action Items will be marked complete and documentation attached throughout the year.

A. Relationship with the Council

1. City Council Development

The City Manager will successfully facilitate the training of Council members by providing materials and opportunities to attend appropriate classes, workshops, and conferences.

- 1.1 Submit a monthly calendar of individual professional development and networking opportunities to the City Council.

☐

- 1.2 Secure a facilitator to conduct a Teambuilding and Governance Workshop, including review and update of the Governance Handbook.

☐

2. City Council and City Manager Relationships

The City Manager will meet with the Mayor and each City Councilmember on a quarterly basis to discuss philosophical points of view regarding the future of the City.

- 2.1 Present a list of the meetings held with the Mayor and each Councilmember.

☐

B. Administration of the City

1. Improve Support Services

The City Manager will ensure that the support services of human resources, finance, and information technology are performing at the level expected by the Council.

- 1.1 Conduct a comprehensive review of the Personnel Manual and recommend updates to improve employee morale and compliance with employment law.

☐

- 1.2 Provide recommendations to address any material weaknesses or significant deficiencies identified within 30 days of receiving the financial (audit) report.

☐

- 1.3 Facilitate implementation of the National Institute of Standards and Technology (NIST) cybersecurity framework.

☐

C. City Leadership

1. Improve Public Services

The City Manager will ensure that the quality and scope of services provided to residents continues to improve.

1.2 Utilizing the adopted Community Vision, initiate the development of a multi-year strategic plan by March 2025.

☐

1.3 Develop department work plans and present the appropriate related budget recommendations to the City Council during the FY 2026 Budget process.

☐

1.4 Complete Parks and Greenways Master Plan, including prioritization of capital projects for the next five (5) year period.

☐

1.5 Complete implementation of new building permit program and provide status updates to the City Council.

☐

2. Building Collaboration with Other Governmental Organizations

The City Manager will ensure that the quality and scope of services provided to residents continue to improve.

2.1 Provide a report to the City Council on outreach opportunities focused on building collaboration with governmental and non-governmental organizations.

☐

2.2 Develop a collaborative relationship with Okaloosa County in emergency preparedness planning and submit a report of activities to the Council.

☐

D. Personnel

1. Improve the Human Resource Capacity of the City

The City Manager shall ensure that the human resource capacity of the City improves every year.

1.1 Submit a report to the City Council on the professional development program provided to support the growth/increased performance of staff during the FY 2026 budget process.

☐

1.2 Provide a report to the City Council certifying each staff member has been evaluated, with commendations and recommendations for improvement.

☐

1.3 Provide the City Council with a copy of the monthly leadership team meeting agenda.

☐

E. Business and Financial Management

1. Financial Management

The City Manager shall ensure that the City is fiscally sound.

1.1 Review and update the comprehensive schedule of fees during the FY 2026 budget process.

☐

1.2 Submit a monthly financial report to the City Council, which includes the status of each operating reserve.

☐

1.3 Submit the FY 2024 Annual Financial Report (Audit) to the City Council by no later than March 2025.

☐

1.4 Present a draft balanced budget for FY 2026 to the City Council by June 2025.

☐

2. Facility and Equipment Management

The City Manager shall ensure that the facilities are properly maintained.

2.1 Facilitate an annual site visit of the Mayor and individual City Councilmembers to review City facilities, including water, sewer, and parks by May 2025.

☐

2.2 Submit the annual Community Investment Plan (CIP) to the City Council for review and consideration by May 2025.

☐

F. Community Relationships

1. Outreach to Staff, Residents, and the Community

To improve relationships, the City Manager shall implement an outreach program to staff, residents, and community.

1.1 Combine and simplify monthly City Council reports into one document that provides program highlights, performance metrics, and project updates.

☐

1.2 Publish a monthly status report of ongoing and future projects on the City website.

☐

1.3 Collaborate with staff and the City Council to plan, develop, and execute at least three (3) community events.

☐

AGENDA ITEM

Agenda Item 11.14.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: December 9, 2024

SUBJECT: Consideration of Resolution 24-10, Adoption of Standards to Safeguard Against Cybersecurity Threats

BACKGROUND:

In accordance with Section 282.3185(4) of the Florida Statutes, local governments are required to adopt cybersecurity standards to safeguard their data, information technology, and related resources. This mandate is particularly pertinent for municipalities with populations under 25,000, which must comply by January 1, 2025. Staff proposes to adopt Version 1.1 of the Framework for Improving Critical Infrastructure Cybersecurity as promulgated by the National Institute of Standards and Technology (NIST).

DISCUSSION:

The proposed resolution aims to establish a cybersecurity framework for the City. The NIST Cybersecurity Framework Version 1.1 is widely recognized for its comprehensive approach to managing cybersecurity risks. It includes standards and best practices that are essential for ensuring the availability, confidentiality, and integrity of the City's information systems. The resolution also provides for the automatic adoption of any amendments to the NIST Framework, ensuring that the City's cybersecurity policies remain current with evolving standards. A copy of the framework is attached.

FINANCIAL IMPACT:

The adoption of the NIST or a comparable framework is a new state mandate. An RFP is under development to solicit proposals for Information Technology (IT) services, including assistance with the implementation of the NIST Framework.

RECOMMENDATION:

Motion to approve Resolution 24-10, Adoption of Standards to Safeguard Against Cybersecurity Threats.

ATTACHMENT(S):

1. Resolution 24-10, Adoption of Standards to Safeguard Against Cybersecurity Threats
2. Email Correspondence with Florida Digital Service
3. NIST Framework Version 1.1

RESOLUTION 24-10

A RESOLUTION OF THE CITY OF MARY ESTHER, FLORIDA, TO ADOPT STANDARDS TO SAFEGUARD AGAINST CYBERSECURITY THREATS; ADOPTING THE METHODS AND STANDARDS SET FORTH IN VERSION 1.1 OF THE FRAMEWORK FOR CYBERSECURITY ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 282.3185 (4) Florida Statutes provides that each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity; and

WHEREAS, Section 282.3185 (4) Florida Statute provides that each municipality with a population of less than 25,000 must adopt the cybersecurity standards required by this subsection by January 1, 2025; and

WHEREAS, the City must notify the Florida Digital Service of its compliance with this subsection as soon as possible; and

WHEREAS, the City Council finds that the cybersecurity standards set forth in Version 1.1 of the Framework for Improving Critical Infrastructure Cybersecurity, promulgated by the National Institute of Standards and Technology provides standards that are consistent with generally accepted best practices for cybersecurity; and

WHEREAS, the City Council finds that Version 1.1 of the Framework for Improving Critical Infrastructure Cybersecurity, promulgated by the National Institute of Standards and Technology might be amended from time to time and that the methods and procedures provided for herein should be amended to include such amendments; and

WHEREAS, the City Council intends to adopt the provisions of Version 1.1 of the Framework for Improving Critical Infrastructure Cybersecurity, promulgated by the National Institute of Standards and Technology to establish a framework to manage cybersecurity risks.

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

Section 1. The foregoing findings are incorporated herein by reference and made a part hereof.

Section 2. The methods and standards which are set forth in Version 1.1 of the Framework for Improving Critical Infrastructure Cybersecurity, as may be amended from time to time, which is promulgated by the National Institute of Standards and Technology are hereby adopted by the City to establish a framework for cybersecurity for the City.

Section 3. The City Manager shall establish cybersecurity procedures intended to

accomplish the following goals:

- a) Develop an organizational understanding to manage cybersecurity risk to systems, assets, data, and capabilities.
- b) Develop and implement the appropriate safeguards to ensure delivery of services.
- c) Develop and implement the appropriate activities to identify the occurrence of a cybersecurity event.
- d) Develop and implement the appropriate activities to take action regarding a detected cybersecurity event.
- e) Develop and implement the appropriate activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity event.

Section 4. Version 1.1 of the Framework for Improving Critical Infrastructure Cybersecurity, promulgated by the National Institute of Standards and Technology, as may be amended from time to time, is adopted by reference as the policy to govern the City's efforts to protect against cyber threats. All amendments to Version 1.1 or updated Versions of said Framework for Improving Critical Infrastructure Cybersecurity shall be automatically adopted by the City and the City's cybersecurity policy shall be amended accordingly.

Section 5. Upon the City complying with the requirements set forth in Section 282.3185 (4) Florida Statutes the City Manager or their designee shall notify the Florida Digital Service as soon as possible.

Section 6. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

Section 7. This Resolution shall be effective immediately upon its adoption.

SO DONE, this 9th day of December 2024.

By: _____
Chris Stein, Mayor

ATTEST:

Dillon Morris, City Clerk

Re: Cybersecurity Standards

From Candace Wynn <Candace.Wynn@digital.fl.gov>

Date Fri 9/20/2024 1:04 PM

To Jared Cobb <jcobb@cityofmaryesther.com>; FLDS Office of Information Security <security@digital.fl.gov>

Thank you for your follow-up. Unfortunately, there aren't any grants available at this time specifically for this area. However, **Cyber Florida** or **CISA** may be able to provide guidance on how to approach implementing a framework. You can find links to their websites and contact information in the **Local Government Resource Packet**.

In the meantime, if you have any specific questions or need additional assistance, please don't hesitate to reach out. We're here to support you as much as we can.

Best regards,



Candace Wynn

Cybersecurity Community Operations Lead

FL[Digital Service]

Candace.Wynn@digital.fl.gov

(850) 766-0270

From: Jared Cobb <jcobb@cityofmaryesther.com>

Sent: Wednesday, September 18, 2024 10:35 AM

To: FLDS Office of Information Security <security@digital.fl.gov>

Subject: Re: Cybersecurity Standards

You don't often get email from jcobb@cityofmaryesther.com. [Learn why this is important](#)

Thank you. Do you know if there are any grants or other resources to assist with implementation? We don't have an IT department, so this work will need to be contracted out. I appreciate your help!

Get [Outlook for Android](#)

From: FLDS Office of Information Security <security@digital.fl.gov>

Sent: Wednesday, September 18, 2024 7:44:45 AM

To: Jared Cobb <jcobb@cityofmaryesther.com>

Subject: Re: Cybersecurity Standards

Good morning,

I apologize for the delayed response, and thank you for your patience!

To comply with adopting cybersecurity standards, your entity would only need to submit the attestation, as outlined in Florida Statute 282.3185. The statute requires that each local government notify the Florida Digital Service of its compliance as soon as possible. You can submit the online attestation form by visiting digital.fl.gov/localgovernment-attestation-form. The attestation should cover the following:

- Your local government's recognition of the requirement.
- The cybersecurity standard adopted by your local government.
- The contact details of your local government's cybersecurity representative.

It is up to your entity to decide how you would like to formally adopt the standards, whether that's having it go before the board for a vote or through another method.

You can find the Local Government Resource Packet here: [Locals-Resource-Packet-2023v1.1.pdf \(fl.gov\)](#). Unfortunately, we don't provide specific resolution templates, as the adoption process can vary by municipality, but I'd recommend consulting with your legal or administrative team to formalize the adoption in a way that best suits your local government's processes.

Please feel free to reach out if you have any additional questions or need further assistance.

Best regards,



Candace Wynn
Cybersecurity Community Operations Lead
FL[Digital Service]
Candace.Wynn@digital.fl.gov
(850) 766-0270

From: Jared Cobb <jcobb@cityofmaryesther.com>
Sent: Monday, September 9, 2024 11:04 AM
To: FLDS Office of Information Security <security@digital.fl.gov>
Subject: Cybersecurity Standards

Some people who received this message don't often get email from jcobb@cityofmaryesther.com. [Learn why this is important](#)

Good morning,

We are working on complying with the new cybersecurity standards mandate. Could you please send us a copy of an example resolution or related documents that other municipalities have used to comply and adopt the NIST standards? We would greatly appreciate any additional resources or best practices you can share. Thank you for your help!

Best regards,

Jared Cobb
City Manager
City of Mary Esther
Office: 850-243-3566
Direct: 850-362-6205

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, please contact me by phone or in person.

Framework for Improving Critical Infrastructure Cybersecurity

Version 1.1

National Institute of Standards and Technology

April 16, 2018

Note to Readers on the Update

Version 1.1 of this Cybersecurity Framework refines, clarifies, and enhances Version 1.0, which was issued in February 2014. It incorporates comments received on the two drafts of Version 1.1.

Version 1.1 is intended to be implemented by first-time and current Framework users. Current users should be able to implement Version 1.1 with minimal or no disruption; compatibility with Version 1.0 has been an explicit objective.

The following table summarizes the changes made between Version 1.0 and Version 1.1.

Table NTR-1 - Summary of changes between Framework Version 1.0 and Version 1.1.

Update	Description of Update
Clarified that terms like “compliance” can be confusing and mean something very different to various Framework stakeholders	Added clarity that the Framework has utility as a structure and language for organizing and expressing compliance with an organization’s own cybersecurity requirements. However, the variety of ways in which the Framework can be used by an organization means that phrases like “compliance with the Framework” can be confusing.
A new section on self-assessment	Added Section 4.0 <i>Self-Assessing Cybersecurity Risk with the Framework</i> to explain how the Framework can be used by organizations to understand and assess their cybersecurity risk, including the use of measurements.
Greatly expanded explanation of using Framework for Cyber Supply Chain Risk Management purposes	An expanded Section 3.3 <i>Communicating Cybersecurity Requirements with Stakeholders</i> helps users better understand Cyber Supply Chain Risk Management (SCRM), while a new Section 3.4 <i>Buying Decisions</i> highlights use of the Framework in understanding risk associated with commercial off-the-shelf products and services. Additional Cyber SCRM criteria were added to the Implementation Tiers. Finally, a Supply Chain Risk Management Category, including multiple Subcategories, has been added to the Framework Core.
Refinements to better account for authentication, authorization, and identity proofing	The language of the Access Control Category has been refined to better account for authentication, authorization, and identity proofing. This included adding one Subcategory each for Authentication and Identity Proofing. Also, the Category has been renamed to Identity Management and Access Control (PR.AC) to better represent the scope of the Category and corresponding Subcategories.
Better explanation of the relationship between Implementation Tiers and Profiles	Added language to Section 3.2 <i>Establishing or Improving a Cybersecurity Program</i> on using Framework Tiers in Framework implementation. Added language to Framework Tiers to reflect integration of Framework considerations within organizational risk management programs. The Framework Tier concepts were also refined. Updated Figure 2.0 to include actions from the Framework Tiers.

Consideration of Coordinated Vulnerability Disclosure	A Subcategory related to the vulnerability disclosure lifecycle was added.
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As with Version 1.0, Version 1.1 users are encouraged to customize the Framework to maximize individual organizational value.

Acknowledgements

This publication is the result of an ongoing collaborative effort involving industry, academia, and government. The National Institute of Standards and Technology (NIST) launched the project by convening private- and public-sector organizations and individuals in 2013. Published in 2014 and revised during 2017 and 2018, this *Framework for Improving Critical Infrastructure Cybersecurity* has relied upon eight public workshops, multiple Requests for Comment or Information, and thousands of direct interactions with stakeholders from across all sectors of the United States along with many sectors from around the world.

The impetus to change Version 1.0 and the changes that appear in this Version 1.1 were based on:

- Feedback and frequently asked questions to NIST since release of Framework Version 1.0;
- [105 responses](#) to the December 2015 request for information (RFI), [Views on the Framework for Improving Critical Infrastructure Cybersecurity](#);
- Over [85 comments](#) on a December 5, 2017 proposed [second draft of Version 1.1](#);
- Over [120 comments](#) on a January 10, 2017, proposed [first draft Version 1.1](#); and
- Input from over 1,200 attendees at the [2016](#) and [2017](#) Framework workshops.

In addition, NIST previously released Version 1.0 of the Cybersecurity Framework with a companion document, [NIST Roadmap for Improving Critical Infrastructure Cybersecurity](#). This Roadmap highlighted key “areas of improvement” for further development, alignment, and collaboration. Through private and public-sector efforts, some areas of improvement have advanced enough to be included in this Framework Version 1.1.

NIST acknowledges and thanks all of those who have contributed to this Framework.

Executive Summary

The United States depends on the reliable functioning of critical infrastructure. Cybersecurity threats exploit the increased complexity and connectivity of critical infrastructure systems, placing the Nation's security, economy, and public safety and health at risk. Similar to financial and reputational risks, cybersecurity risk affects a company's bottom line. It can drive up costs and affect revenue. It can harm an organization's ability to innovate and to gain and maintain customers. Cybersecurity can be an important and amplifying component of an organization's overall risk management.

To better address these risks, the Cybersecurity Enhancement Act of 2014¹ (CEA) updated the role of the National Institute of Standards and Technology (NIST) to include identifying and developing cybersecurity risk frameworks for voluntary use by critical infrastructure owners and operators. Through CEA, NIST must identify "a prioritized, flexible, repeatable, performance-based, and cost-effective approach, including information security measures and controls that may be voluntarily adopted by owners and operators of critical infrastructure to help them identify, assess, and manage cyber risks." This formalized NIST's previous work developing Framework Version 1.0 under Executive Order (EO) 13636, "Improving Critical Infrastructure Cybersecurity" (February 2013), and provided guidance for future Framework evolution. The Framework that was developed under EO 13636, and continues to evolve according to CEA, uses a common language to address and manage cybersecurity risk in a cost-effective way based on business and organizational needs without placing additional regulatory requirements on businesses.

The Framework focuses on using business drivers to guide cybersecurity activities and considering cybersecurity risks as part of the organization's risk management processes. The Framework consists of three parts: the Framework Core, the Implementation Tiers, and the Framework Profiles. The Framework Core is a set of cybersecurity activities, outcomes, and informative references that are common across sectors and critical infrastructure. Elements of the Core provide detailed guidance for developing individual organizational Profiles. Through use of Profiles, the Framework will help an organization to align and prioritize its cybersecurity activities with its business/mission requirements, risk tolerances, and resources. The Tiers provide a mechanism for organizations to view and understand the characteristics of their approach to managing cybersecurity risk, which will help in prioritizing and achieving cybersecurity objectives.

While this document was developed to improve cybersecurity risk management in critical infrastructure, the Framework can be used by organizations in any sector or community. The Framework enables organizations – regardless of size, degree of cybersecurity risk, or cybersecurity sophistication – to apply the principles and best practices of risk management to improving security and resilience.

The Framework provides a common organizing structure for multiple approaches to cybersecurity by assembling standards, guidelines, and practices that are working effectively today. Moreover, because it references globally recognized standards for cybersecurity, the

¹See 15 U.S.C. § 272(e)(1)(A)(i). The Cybersecurity Enhancement Act of 2014 (S.1353) became public law 113-274 on December 18, 2014 and may be found at: <https://www.congress.gov/bill/113th-congress/senate-bill/1353/text>.

Framework can serve as a model for international cooperation on strengthening cybersecurity in critical infrastructure as well as other sectors and communities.

The Framework offers a flexible way to address cybersecurity, including cybersecurity's effect on physical, cyber, and people dimensions. It is applicable to organizations relying on technology, whether their cybersecurity focus is primarily on information technology (IT), industrial control systems (ICS), cyber-physical systems (CPS), or connected devices more generally, including the Internet of Things (IoT). The Framework can assist organizations in addressing cybersecurity as it affects the privacy of customers, employees, and other parties. Additionally, the Framework's outcomes serve as targets for workforce development and evolution activities.

The Framework is not a one-size-fits-all approach to managing cybersecurity risk for critical infrastructure. Organizations will continue to have unique risks – different threats, different vulnerabilities, different risk tolerances. They also will vary in how they customize practices described in the Framework. Organizations can determine activities that are important to critical service delivery and can prioritize investments to maximize the impact of each dollar spent. Ultimately, the Framework is aimed at reducing and better managing cybersecurity risks.

To account for the unique cybersecurity needs of organizations, there are a wide variety of ways to use the Framework. The decision about how to apply it is left to the implementing organization. For example, one organization may choose to use the Framework Implementation Tiers to articulate envisioned risk management practices. Another organization may use the Framework's five Functions to analyze its entire risk management portfolio; that analysis may or may not rely on more detailed companion guidance, such as controls catalogs. There sometimes is discussion about "compliance" with the Framework, and the Framework has utility as a structure and language for organizing and expressing compliance with an organization's own cybersecurity requirements. Nevertheless, the variety of ways in which the Framework can be used by an organization means that phrases like "compliance with the Framework" can be confusing and mean something very different to various stakeholders.

The Framework is a living document and will continue to be updated and improved as industry provides feedback on implementation. NIST will continue coordinating with the private sector and government agencies at all levels. As the Framework is put into greater practice, additional lessons learned will be integrated into future versions. This will ensure the Framework is meeting the needs of critical infrastructure owners and operators in a dynamic and challenging environment of new threats, risks, and solutions.

Expanded and more effective use and sharing of best practices of this voluntary Framework are the next steps to improve the cybersecurity of our Nation's critical infrastructure – providing evolving guidance for individual organizations while increasing the cybersecurity posture of the Nation's critical infrastructure and the broader economy and society.

Table of Contents

Note to Readers on the Update	ii
Acknowledgements	iv
Executive Summary	v
1.0 Framework Introduction	1
2.0 Framework Basics	6
3.0 How to Use the Framework	13
4.0 Self-Assessing Cybersecurity Risk with the Framework	20
Appendix A: Framework Core	22
Appendix B: Glossary	45
Appendix C: Acronyms	48

List of Figures

Figure 1: Framework Core Structure	6
Figure 2: Notional Information and Decision Flows within an Organization	12
Figure 3: Cyber Supply Chain Relationships	17

List of Tables

Table 1: Function and Category Unique Identifiers	23
Table 2: Framework Core	24
Table 3: Framework Glossary	45

1.0 Framework Introduction

The United States depends on the reliable functioning of its critical infrastructure. Cybersecurity threats exploit the increased complexity and connectivity of critical infrastructure systems, placing the Nation's security, economy, and public safety and health at risk. Similar to financial and reputational risks, cybersecurity risk affects a company's bottom line. It can drive up costs and affect revenue. It can harm an organization's ability to innovate and to gain and maintain customers. Cybersecurity can be an important and amplifying component of an organization's overall risk management.

To strengthen the resilience of this infrastructure, the Cybersecurity Enhancement Act of 2014² (CEA) updated the role of the National Institute of Standards and Technology (NIST) to "facilitate and support the development of" cybersecurity risk frameworks. Through CEA, NIST must identify "a prioritized, flexible, repeatable, performance-based, and cost-effective approach, including information security measures and controls that may be voluntarily adopted by owners and operators of critical infrastructure to help them identify, assess, and manage cyber risks." This formalized NIST's previous work developing Framework Version 1.0 under Executive Order 13636, "Improving Critical Infrastructure Cybersecurity," issued in February 2013³, and provided guidance for future Framework evolution.

Critical infrastructure⁴ is defined in the U.S. Patriot Act of 2001⁵ as "systems and assets, whether physical or virtual, so vital to the United States that the incapacity or destruction of such systems and assets would have a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters." Due to the increasing pressures from external and internal threats, organizations responsible for critical infrastructure need to have a consistent and iterative approach to identifying, assessing, and managing cybersecurity risk. This approach is necessary regardless of an organization's size, threat exposure, or cybersecurity sophistication today.

The critical infrastructure community includes public and private owners and operators, and other entities with a role in securing the Nation's infrastructure. Members of each critical infrastructure sector perform functions that are supported by the broad category of technology, including information technology (IT), industrial control systems (ICS), cyber-physical systems (CPS), and connected devices more generally, including the Internet of Things (IoT). This reliance on technology, communication, and interconnectivity has changed and expanded the potential vulnerabilities and increased potential risk to operations. For example, as technology and the data it produces and processes are increasingly used to deliver critical services and support business/mission decisions, the potential impacts of a cybersecurity incident on an

² See 15 U.S.C. § 272(e)(1)(A)(i). The Cybersecurity Enhancement Act of 2014 (S.1353) became public law 113-274 on December 18, 2014 and may be found at: <https://www.congress.gov/bill/113th-congress/senate-bill/1353/text>.

³ Executive Order no. 13636, *Improving Critical Infrastructure Cybersecurity*, DCPD-201300091, February 12, 2013. <https://www.gpo.gov/fdsys/pkg/CFR-2014-title3-vol1/pdf/CFR-2014-title3-vol1-eo13636.pdf>

⁴ The Department of Homeland Security (DHS) Critical Infrastructure program provides a listing of the sectors and their associated critical functions and value chains. <http://www.dhs.gov/critical-infrastructure-sectors>

⁵ See 42 U.S.C. § 5195c(e)). The U.S. Patriot Act of 2001 (H.R.3162) became public law 107-56 on October 26, 2001 and may be found at: <https://www.congress.gov/bill/107th-congress/house-bill/3162>

organization, the health and safety of individuals, the environment, communities, and the broader economy and society should be considered.

To manage cybersecurity risks, a clear understanding of the organization's business drivers and security considerations specific to its use of technology is required. Because each organization's risks, priorities, and systems are unique, the tools and methods used to achieve the outcomes described by the Framework will vary.

Recognizing the role that the protection of privacy and civil liberties plays in creating greater public trust, the Framework includes a methodology to protect individual privacy and civil liberties when critical infrastructure organizations conduct cybersecurity activities. Many organizations already have processes for addressing privacy and civil liberties. The methodology is designed to complement such processes and provide guidance to facilitate privacy risk management consistent with an organization's approach to cybersecurity risk management. Integrating privacy and cybersecurity can benefit organizations by increasing customer confidence, enabling more standardized sharing of information, and simplifying operations across legal regimes.

The Framework remains effective and supports technical innovation because it is technology neutral, while also referencing a variety of existing standards, guidelines, and practices that evolve with technology. By relying on those global standards, guidelines, and practices developed, managed, and updated by industry, the tools and methods available to achieve the Framework outcomes will scale across borders, acknowledge the global nature of cybersecurity risks, and evolve with technological advances and business requirements. The use of existing and emerging standards will enable economies of scale and drive the development of effective products, services, and practices that meet identified market needs. Market competition also promotes faster diffusion of these technologies and practices and realization of many benefits by the stakeholders in these sectors.

Building from those standards, guidelines, and practices, the Framework provides a common taxonomy and mechanism for organizations to:

- 1) Describe their current cybersecurity posture;
- 2) Describe their target state for cybersecurity;
- 3) Identify and prioritize opportunities for improvement within the context of a continuous and repeatable process;
- 4) Assess progress toward the target state;
- 5) Communicate among internal and external stakeholders about cybersecurity risk.

The Framework is not a one-size-fits-all approach to managing cybersecurity risk for critical infrastructure. Organizations will continue to have unique risks – different threats, different vulnerabilities, different risk tolerances. They also will vary in how they customize practices described in the Framework. Organizations can determine activities that are important to critical service delivery and can prioritize investments to maximize the impact of each dollar spent. Ultimately, the Framework is aimed at reducing and better managing cybersecurity risks.

To account for the unique cybersecurity needs of organizations, there are a wide variety of ways to use the Framework. The decision about how to apply it is left to the implementing organization. For example, one organization may choose to use the Framework Implementation Tiers to articulate envisioned risk management practices. Another organization may use the Framework's five Functions to analyze its entire risk management portfolio; that analysis may or may not rely on more detailed companion guidance, such as controls catalogs. There sometimes is discussion about "compliance" with the Framework, and the Framework has utility as a structure and language for organizing and expressing compliance with an organization's own cybersecurity requirements. Nevertheless, the variety of ways in which the Framework can be used by an organization means that phrases like "compliance with the Framework" can be confusing and mean something very different to various stakeholders.

The Framework complements, and does not replace, an organization's risk management process and cybersecurity program. The organization can use its current processes and leverage the Framework to identify opportunities to strengthen and communicate its management of cybersecurity risk while aligning with industry practices. Alternatively, an organization without an existing cybersecurity program can use the Framework as a reference to establish one.

While the Framework has been developed to improve cybersecurity risk management as it relates to critical infrastructure, it can be used by organizations in any sector of the economy or society. It is intended to be useful to companies, government agencies, and not-for-profit organizations regardless of their focus or size. The common taxonomy of standards, guidelines, and practices that it provides also is not country-specific. Organizations outside the United States may also use the Framework to strengthen their own cybersecurity efforts, and the Framework can contribute to developing a common language for international cooperation on critical infrastructure cybersecurity.

1.1 Overview of the Framework

The Framework is a risk-based approach to managing cybersecurity risk, and is composed of three parts: the Framework Core, the Framework Implementation Tiers, and the Framework Profiles. Each Framework component reinforces the connection between business/mission drivers and cybersecurity activities. These components are explained below.

- The [*Framework Core*](#) is a set of cybersecurity activities, desired outcomes, and applicable references that are common across critical infrastructure sectors. The Core presents industry standards, guidelines, and practices in a manner that allows for communication of cybersecurity activities and outcomes across the organization from the executive level to the implementation/operations level. The Framework Core consists of five concurrent and continuous Functions—Identify, Protect, Detect, Respond, Recover. When considered together, these Functions provide a high-level, strategic view of the lifecycle of an organization's management of cybersecurity risk. The Framework Core then identifies underlying key Categories and Subcategories – which are discrete outcomes – for each Function, and matches them with example Informative References such as existing standards, guidelines, and practices for each Subcategory.
- [*Framework Implementation Tiers*](#) ("Tiers") provide context on how an organization views cybersecurity risk and the processes in place to manage that risk. Tiers describe the degree to which an organization's cybersecurity risk management practices exhibit the

characteristics defined in the Framework (e.g., risk and threat aware, repeatable, and adaptive). The Tiers characterize an organization's practices over a range, from Partial (Tier 1) to Adaptive (Tier 4). These Tiers reflect a progression from informal, reactive responses to approaches that are agile and risk-informed. During the Tier selection process, an organization should consider its current risk management practices, threat environment, legal and regulatory requirements, business/mission objectives, and organizational constraints.

- A [Framework Profile](#) ("Profile") represents the outcomes based on business needs that an organization has selected from the Framework Categories and Subcategories. The Profile can be characterized as the alignment of standards, guidelines, and practices to the Framework Core in a particular implementation scenario. Profiles can be used to identify opportunities for improving cybersecurity posture by comparing a "Current" Profile (the "as is" state) with a "Target" Profile (the "to be" state). To develop a Profile, an organization can review all of the Categories and Subcategories and, based on business/mission drivers and a risk assessment, determine which are most important; it can add Categories and Subcategories as needed to address the organization's risks. The Current Profile can then be used to support prioritization and measurement of progress toward the Target Profile, while factoring in other business needs including cost-effectiveness and innovation. Profiles can be used to conduct self-assessments and communicate within an organization or between organizations.

1.2 Risk Management and the Cybersecurity Framework

Risk management is the ongoing process of identifying, assessing, and responding to risk. To manage risk, organizations should understand the likelihood that an event will occur and the potential resulting impacts. With this information, organizations can determine the acceptable level of risk for achieving their organizational objectives and can express this as their risk tolerance.

With an understanding of risk tolerance, organizations can prioritize cybersecurity activities, enabling organizations to make informed decisions about cybersecurity expenditures. Implementation of risk management programs offers organizations the ability to quantify and communicate adjustments to their cybersecurity programs. Organizations may choose to handle risk in different ways, including mitigating the risk, transferring the risk, avoiding the risk, or accepting the risk, depending on the potential impact to the delivery of critical services. The Framework uses risk management processes to enable organizations to inform and prioritize decisions regarding cybersecurity. It supports recurring risk assessments and validation of business drivers to help organizations select target states for cybersecurity activities that reflect desired outcomes. Thus, the Framework gives organizations the ability to dynamically select and direct improvement in cybersecurity risk management for the IT and ICS environments.

The Framework is adaptive to provide a flexible and risk-based implementation that can be used with a broad array of cybersecurity risk management processes. Examples of cybersecurity risk management processes include International Organization for Standardization (ISO)

31000:2009⁶, ISO/International Electrotechnical Commission (IEC) 27005:2011⁷, NIST Special Publication (SP) 800-39⁸, and the *Electricity Subsector Cybersecurity Risk Management Process* (RMP) guideline⁹.

1.3 Document Overview

The remainder of this document contains the following sections and appendices:

- [Section 2](#) describes the Framework components: the Framework Core, the Tiers, and the Profiles.
- [Section 3](#) presents examples of how the Framework can be used.
- [Section 4](#) describes how to use the Framework for self-assessing and demonstrating cybersecurity through measurements.
- [Appendix A](#) presents the Framework Core in a tabular format: the Functions, Categories, Subcategories, and Informative References.
- [Appendix B](#) contains a glossary of selected terms.
- [Appendix C](#) lists acronyms used in this document.

⁶ International Organization for Standardization, *Risk management – Principles and guidelines*, ISO 31000:2009, 2009. <http://www.iso.org/iso/home/standards/iso31000.htm>

⁷ International Organization for Standardization/International Electrotechnical Commission, *Information technology – Security techniques – Information security risk management*, ISO/IEC 27005:2011, 2011. <https://www.iso.org/standard/56742.html>

⁸ Joint Task Force Transformation Initiative, *Managing Information Security Risk: Organization, Mission, and Information System View*, NIST Special Publication 800-39, March 2011. <https://doi.org/10.6028/NIST.SP.800-39>

⁹ U.S. Department of Energy, *Electricity Subsector Cybersecurity Risk Management Process*, DOE/OE-0003, May 2012. https://energy.gov/sites/prod/files/Cybersecurity_Risk_Management_Process_Guideline_-_Final_-_May_2012.pdf

- **Categories** are the subdivisions of a Function into groups of cybersecurity outcomes closely tied to programmatic needs and particular activities. Examples of Categories include “Asset Management,” “Identity Management and Access Control,” and “Detection Processes.”
- **Subcategories** further divide a Category into specific outcomes of technical and/or management activities. They provide a set of results that, while not exhaustive, help support achievement of the outcomes in each Category. Examples of Subcategories include “External information systems are catalogued,” “Data-at-rest is protected,” and “Notifications from detection systems are investigated.”
- **Informative References** are specific sections of standards, guidelines, and practices common among critical infrastructure sectors that illustrate a method to achieve the outcomes associated with each Subcategory. The Informative References presented in the Framework Core are illustrative and not exhaustive. They are based upon cross-sector guidance most frequently referenced during the Framework development process.

The five Framework Core Functions are defined below. These Functions are not intended to form a serial path or lead to a static desired end state. Rather, the Functions should be performed concurrently and continuously to form an operational culture that addresses the dynamic cybersecurity risk. See [Appendix A](#) for the complete Framework Core listing.

- **Identify** – Develop an organizational understanding to manage cybersecurity risk to systems, people, assets, data, and capabilities.

The activities in the Identify Function are foundational for effective use of the Framework. Understanding the business context, the resources that support critical functions, and the related cybersecurity risks enables an organization to focus and prioritize its efforts, consistent with its risk management strategy and business needs. Examples of outcome Categories within this Function include: Asset Management; Business Environment; Governance; Risk Assessment; and Risk Management Strategy.

- **Protect** – Develop and implement appropriate safeguards to ensure delivery of critical services.

The Protect Function supports the ability to limit or contain the impact of a potential cybersecurity event. Examples of outcome Categories within this Function include: Identity Management and Access Control; Awareness and Training; Data Security; Information Protection Processes and Procedures; Maintenance; and Protective Technology.

- **Detect** – Develop and implement appropriate activities to identify the occurrence of a cybersecurity event.

The Detect Function enables timely discovery of cybersecurity events. Examples of outcome Categories within this Function include: Anomalies and Events; Security Continuous Monitoring; and Detection Processes.

- **Respond** – Develop and implement appropriate activities to take action regarding a detected cybersecurity incident.

The Respond Function supports the ability to contain the impact of a potential cybersecurity incident. Examples of outcome Categories within this Function include: Response Planning; Communications; Analysis; Mitigation; and Improvements.

- **Recover** – Develop and implement appropriate activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity incident.

The Recover Function supports timely recovery to normal operations to reduce the impact from a cybersecurity incident. Examples of outcome Categories within this Function include: Recovery Planning; Improvements; and Communications.

2.2 Framework Implementation Tiers

The Framework Implementation Tiers (“Tiers”) provide context on how an organization views cybersecurity risk and the processes in place to manage that risk. Ranging from Partial (Tier 1) to Adaptive (Tier 4), Tiers describe an increasing degree of rigor and sophistication in cybersecurity risk management practices. They help determine the extent to which cybersecurity risk management is informed by business needs and is integrated into an organization’s overall risk management practices. Risk management considerations include many aspects of cybersecurity, including the degree to which privacy and civil liberties considerations are integrated into an organization’s management of cybersecurity risk and potential risk responses.

The Tier selection process considers an organization’s current risk management practices, threat environment, legal and regulatory requirements, information sharing practices, business/mission objectives, supply chain cybersecurity requirements, and organizational constraints.

Organizations should determine the desired Tier, ensuring that the selected level meets the organizational goals, is feasible to implement, and reduces cybersecurity risk to critical assets and resources to levels acceptable to the organization. Organizations should consider leveraging external guidance obtained from Federal government departments and agencies, Information Sharing and Analysis Centers (ISACs), Information Sharing and Analysis Organizations (ISAOs), existing maturity models, or other sources to assist in determining their desired tier.

While organizations identified as Tier 1 (Partial) are encouraged to consider moving toward Tier 2 or greater, Tiers do not represent maturity levels. Tiers are meant to support organizational decision making about how to manage cybersecurity risk, as well as which dimensions of the organization are higher priority and could receive additional resources. Progression to higher Tiers is encouraged when a cost-benefit analysis indicates a feasible and cost-effective reduction of cybersecurity risk.

Successful implementation of the Framework is based upon achieving the outcomes described in the organization's Target Profile(s) and not upon Tier determination. Still, Tier selection and designation naturally affect Framework Profiles. The Tier recommendation by Business/Process Level managers, as approved by the Senior Executive Level, will help set the overall tone for how cybersecurity risk will be managed within the organization, and should influence prioritization within a Target Profile and assessments of progress in addressing gaps.

The Tier definitions are as follows:

Tier 1: Partial

- *Risk Management Process* – Organizational cybersecurity risk management practices are not formalized, and risk is managed in an *ad hoc* and sometimes reactive manner. Prioritization of cybersecurity activities may not be directly informed by organizational risk objectives, the threat environment, or business/mission requirements.
- *Integrated Risk Management Program* – There is limited awareness of cybersecurity risk at the organizational level. The organization implements cybersecurity risk management on an irregular, case-by-case basis due to varied experience or information gained from outside sources. The organization may not have processes that enable cybersecurity information to be shared within the organization.
- *External Participation* – The organization does not understand its role in the larger ecosystem with respect to either its dependencies or dependents. The organization does not collaborate with or receive information (e.g., threat intelligence, best practices, technologies) from other entities (e.g., buyers, suppliers, dependencies, dependents, ISAOs, researchers, governments), nor does it share information. The organization is generally unaware of the cyber supply chain risks of the products and services it provides and that it uses.

Tier 2: Risk Informed

- *Risk Management Process* – Risk management practices are approved by management but may not be established as organizational-wide policy. Prioritization of cybersecurity activities and protection needs is directly informed by organizational risk objectives, the threat environment, or business/mission requirements.
- *Integrated Risk Management Program* – There is an awareness of cybersecurity risk at the organizational level, but an organization-wide approach to managing cybersecurity risk has not been established. Cybersecurity information is shared within the organization on an informal basis. Consideration of cybersecurity in organizational objectives and programs may occur at some but not all levels of the organization. Cyber risk assessment of organizational and external assets occurs, but is not typically repeatable or reoccurring.
- *External Participation* – Generally, the organization understands its role in the larger ecosystem with respect to either its own dependencies or dependents, but not both. The organization collaborates with and receives some information from other entities and generates some of its own information, but may not share information with others. Additionally, the organization is aware of the cyber supply chain risks associated with the products and services it provides and uses, but does not act consistently or formally upon those risks.

Tier 3: Repeatable

- *Risk Management Process* – The organization’s risk management practices are formally approved and expressed as policy. Organizational cybersecurity practices are regularly updated based on the application of risk management processes to changes in business/mission requirements and a changing threat and technology landscape.
- *Integrated Risk Management Program* – There is an organization-wide approach to manage cybersecurity risk. Risk-informed policies, processes, and procedures are defined, implemented as intended, and reviewed. Consistent methods are in place to respond effectively to changes in risk. Personnel possess the knowledge and skills to perform their appointed roles and responsibilities. The organization consistently and accurately monitors cybersecurity risk of organizational assets. Senior cybersecurity and non-cybersecurity executives communicate regularly regarding cybersecurity risk. Senior executives ensure consideration of cybersecurity through all lines of operation in the organization.
- *External Participation* - The organization understands its role, dependencies, and dependents in the larger ecosystem and may contribute to the community’s broader understanding of risks. It collaborates with and receives information from other entities regularly that complements internally generated information, and shares information with other entities. The organization is aware of the cyber supply chain risks associated with the products and services it provides and that it uses. Additionally, it usually acts formally upon those risks, including mechanisms such as written agreements to communicate baseline requirements, governance structures (e.g., risk councils), and policy implementation and monitoring.

Tier 4: Adaptive

- *Risk Management Process* – The organization adapts its cybersecurity practices based on previous and current cybersecurity activities, including lessons learned and predictive indicators. Through a process of continuous improvement incorporating advanced cybersecurity technologies and practices, the organization actively adapts to a changing threat and technology landscape and responds in a timely and effective manner to evolving, sophisticated threats.
- *Integrated Risk Management Program* – There is an organization-wide approach to managing cybersecurity risk that uses risk-informed policies, processes, and procedures to address potential cybersecurity events. The relationship between cybersecurity risk and organizational objectives is clearly understood and considered when making decisions. Senior executives monitor cybersecurity risk in the same context as financial risk and other organizational risks. The organizational budget is based on an understanding of the current and predicted risk environment and risk tolerance. Business units implement executive vision and analyze system-level risks in the context of the organizational risk tolerances. Cybersecurity risk management is part of the organizational culture and evolves from an awareness of previous activities and continuous awareness of activities on their systems and networks. The organization can quickly and efficiently account for changes to business/mission objectives in how risk is approached and communicated.

- *External Participation* - The organization understands its role, dependencies, and dependents in the larger ecosystem and contributes to the community's broader understanding of risks. It receives, generates, and reviews prioritized information that informs continuous analysis of its risks as the threat and technology landscapes evolve. The organization shares that information internally and externally with other collaborators. The organization uses real-time or near real-time information to understand and consistently act upon cyber supply chain risks associated with the products and services it provides and that it uses. Additionally, it communicates proactively, using formal (e.g. agreements) and informal mechanisms to develop and maintain strong supply chain relationships.

2.3 Framework Profile

The Framework Profile ("Profile") is the alignment of the Functions, Categories, and Subcategories with the business requirements, risk tolerance, and resources of the organization. A Profile enables organizations to establish a roadmap for reducing cybersecurity risk that is well aligned with organizational and sector goals, considers legal/regulatory requirements and industry best practices, and reflects risk management priorities. Given the complexity of many organizations, they may choose to have multiple profiles, aligned with particular components and recognizing their individual needs.

Framework Profiles can be used to describe the current state or the desired target state of specific cybersecurity activities. The Current Profile indicates the cybersecurity outcomes that are currently being achieved. The Target Profile indicates the outcomes needed to achieve the desired cybersecurity risk management goals. Profiles support business/mission requirements and aid in communicating risk within and between organizations. This Framework does not prescribe Profile templates, allowing for flexibility in implementation.

Comparison of Profiles (e.g., the Current Profile and Target Profile) may reveal gaps to be addressed to meet cybersecurity risk management objectives. An action plan to address these gaps to fulfill a given Category or Subcategory can contribute to the roadmap described above. Prioritizing the mitigation of gaps is driven by the organization's business needs and risk management processes. This risk-based approach enables an organization to gauge the resources needed (e.g., staffing, funding) to achieve cybersecurity goals in a cost-effective, prioritized manner. Furthermore, the Framework is a risk-based approach where the applicability and fulfillment of a given Subcategory is subject to the Profile's scope.

2.4 Coordination of Framework Implementation

Figure 2 describes a common flow of information and decisions at the following levels within an organization:

- Executive
- Business/Process
- Implementation/Operations

The executive level communicates the mission priorities, available resources, and overall risk tolerance to the business/process level. The business/process level uses the information as inputs into the risk management process, and then collaborates with the implementation/operations level to communicate business needs and create a Profile. The implementation/operations level communicates the Profile implementation progress to the business/process level. The business/process level uses this information to perform an impact assessment. Business/process level management reports the outcomes of that impact assessment to the executive level to inform the organization's overall risk management process and to the implementation/operations level for awareness of business impact.

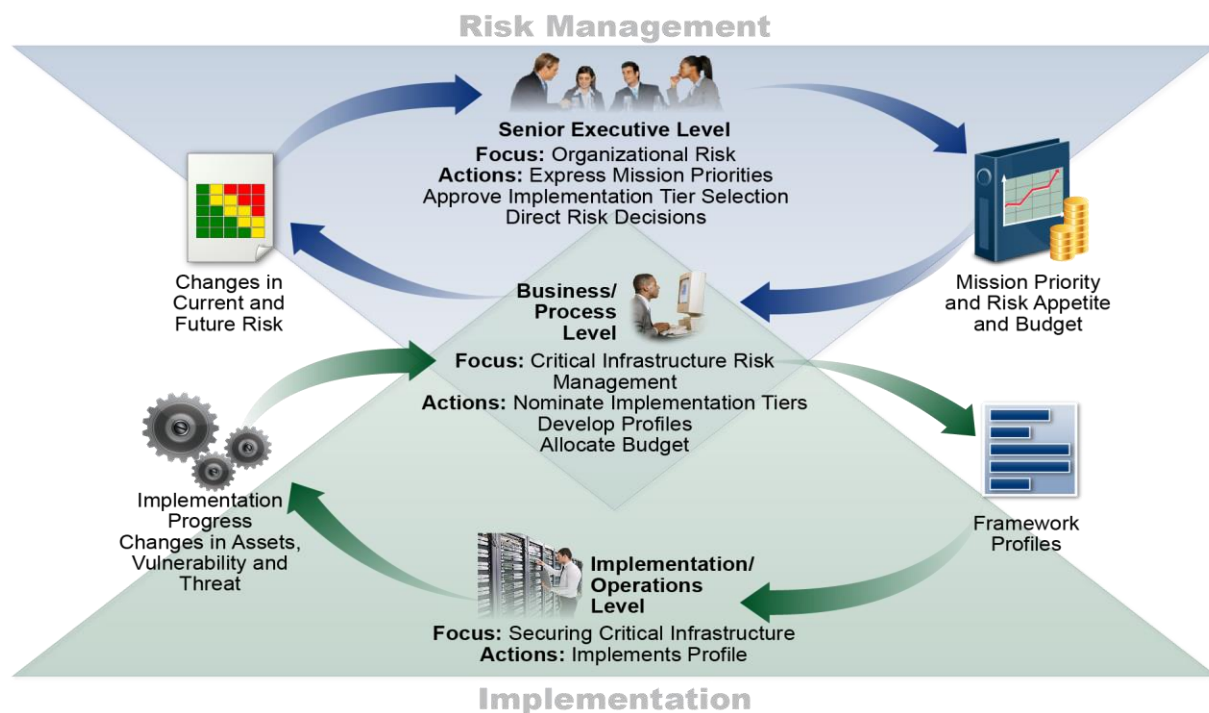


Figure 2: Notional Information and Decision Flows within an Organization

3.0 How to Use the Framework

An organization can use the Framework as a key part of its systematic process for identifying, assessing, and managing cybersecurity risk. The Framework is not designed to replace existing processes; an organization can use its current process and overlay it onto the Framework to determine gaps in its current cybersecurity risk approach and develop a roadmap to improvement. Using the Framework as a cybersecurity risk management tool, an organization can determine activities that are most important to critical service delivery and prioritize expenditures to maximize the impact of the investment.

The Framework is designed to complement existing business and cybersecurity operations. It can serve as the foundation for a new cybersecurity program or a mechanism for improving an existing program. The Framework provides a means of expressing cybersecurity requirements to business partners and customers and can help identify gaps in an organization's cybersecurity practices. It also provides a general set of considerations and processes for considering privacy and civil liberties implications in the context of a cybersecurity program.

The Framework can be applied throughout the life cycle phases of plan, design, build/buy, deploy, operate, and decommission. The plan phase begins the cycle of any system and lays the groundwork for everything that follows. Overarching cybersecurity considerations should be declared and described as clearly as possible. The plan should recognize that those considerations and requirements are likely to evolve during the remainder of the life cycle. The design phase should account for cybersecurity requirements as a part of a larger multi-disciplinary systems engineering process.¹⁰ A key milestone of the design phase is validation that the system cybersecurity specifications match the needs and risk disposition of the organization as captured in a Framework Profile. The desired cybersecurity outcomes prioritized in a Target Profile should be incorporated when a) developing the system during the build phase and b) purchasing or outsourcing the system during the buy phase. That same Target Profile serves as a list of system cybersecurity features that should be assessed when deploying the system to verify all features are implemented. The cybersecurity outcomes determined by using the Framework then should serve as a basis for ongoing operation of the system. This includes occasional reassessment, capturing results in a Current Profile, to verify that cybersecurity requirements are still fulfilled. Typically, a complex web of dependencies (e.g., compensating and common controls) among systems means the outcomes documented in Target Profiles of related systems should be carefully considered as systems are decommissioned.

The following sections present different ways in which organizations can use the Framework.

3.1 Basic Review of Cybersecurity Practices

The Framework can be used to compare an organization's current cybersecurity activities with those outlined in the Framework Core. Through the creation of a Current Profile, organizations can examine the extent to which they are achieving the outcomes described in the Core Categories and Subcategories, aligned with the five high-level Functions: Identify, Protect, Detect, Respond, and Recover. An organization may find that it is already achieving the desired

¹⁰ NIST Special Publication 800-160 Volume 1, *System Security Engineering, Considerations for a Multidisciplinary Approach in the Engineering of Trustworthy Secure Systems*, Ross et al, November 2016 (updated March 21, 2018), <https://doi.org/10.6028/NIST.SP.800-160v1>

outcomes, thus managing cybersecurity commensurate with the known risk. Alternatively, an organization may determine that it has opportunities to (or needs to) improve. The organization can use that information to develop an action plan to strengthen existing cybersecurity practices and reduce cybersecurity risk. An organization may also find that it is overinvesting to achieve certain outcomes. The organization can use this information to reprioritize resources.

While they do not replace a risk management process, these five high-level Functions will provide a concise way for senior executives and others to distill the fundamental concepts of cybersecurity risk so that they can assess how identified risks are managed, and how their organization stacks up at a high level against existing cybersecurity standards, guidelines, and practices. The Framework can also help an organization answer fundamental questions, including “How are we doing?” Then they can move in a more informed way to strengthen their cybersecurity practices where and when deemed necessary.

3.2 Establishing or Improving a Cybersecurity Program

The following steps illustrate how an organization could use the Framework to create a new cybersecurity program or improve an existing program. These steps should be repeated as necessary to continuously improve cybersecurity.

Step 1: Prioritize and Scope. The organization identifies its business/mission objectives and high-level organizational priorities. With this information, the organization makes strategic decisions regarding cybersecurity implementations and determines the scope of systems and assets that support the selected business line or process. The Framework can be adapted to support the different business lines or processes within an organization, which may have different business needs and associated risk tolerance. Risk tolerances may be reflected in a target Implementation Tier.

Step 2: Orient. Once the scope of the cybersecurity program has been determined for the business line or process, the organization identifies related systems and assets, regulatory requirements, and overall risk approach. The organization then consults sources to identify threats and vulnerabilities applicable to those systems and assets.

Step 3: Create a Current Profile. The organization develops a Current Profile by indicating which Category and Subcategory outcomes from the Framework Core are currently being achieved. If an outcome is partially achieved, noting this fact will help support subsequent steps by providing baseline information.

Step 4: Conduct a Risk Assessment. This assessment could be guided by the organization’s overall risk management process or previous risk assessment activities. The organization analyzes the operational environment in order to discern the likelihood of a cybersecurity event and the impact that the event could have on the organization. It is important that organizations identify emerging risks and use cyber threat information from internal and external sources to gain a better understanding of the likelihood and impact of cybersecurity events.

Step 5: Create a Target Profile. The organization creates a Target Profile that focuses on the assessment of the Framework Categories and Subcategories describing the organization’s desired cybersecurity outcomes. Organizations also may develop their own additional Categories and

Subcategories to account for unique organizational risks. The organization may also consider influences and requirements of external stakeholders such as sector entities, customers, and business partners when creating a Target Profile. The Target Profile should appropriately reflect criteria within the target Implementation Tier.

Step 6: Determine, Analyze, and Prioritize Gaps. The organization compares the Current Profile and the Target Profile to determine gaps. Next, it creates a prioritized action plan to address gaps – reflecting mission drivers, costs and benefits, and risks – to achieve the outcomes in the Target Profile. The organization then determines resources, including funding and workforce, necessary to address the gaps. Using Profiles in this manner encourages the organization to make informed decisions about cybersecurity activities, supports risk management, and enables the organization to perform cost-effective, targeted improvements.

Step 7: Implement Action Plan. The organization determines which actions to take to address the gaps, if any, identified in the previous step and then adjusts its current cybersecurity practices in order to achieve the Target Profile. For further guidance, the Framework identifies example Informative References regarding the Categories and Subcategories, but organizations should determine which standards, guidelines, and practices, including those that are sector specific, work best for their needs.

An organization repeats the steps as needed to continuously assess and improve its cybersecurity. For instance, organizations may find that more frequent repetition of the orient step improves the quality of risk assessments. Furthermore, organizations may monitor progress through iterative updates to the Current Profile, subsequently comparing the Current Profile to the Target Profile. Organizations may also use this process to align their cybersecurity program with their desired Framework Implementation Tier.

3.3 Communicating Cybersecurity Requirements with Stakeholders

The Framework provides a common language to communicate requirements among interdependent stakeholders responsible for the delivery of essential critical infrastructure products and services. Examples include:

- An organization may use a Target Profile to express cybersecurity risk management requirements to an external service provider (e.g., a cloud provider to which it is exporting data).
- An organization may express its cybersecurity state through a Current Profile to report results or to compare with acquisition requirements.
- A critical infrastructure owner/operator, having identified an external partner on whom that infrastructure depends, may use a Target Profile to convey required Categories and Subcategories.
- A critical infrastructure sector may establish a Target Profile that can be used among its constituents as an initial baseline Profile to build their tailored Target Profiles.
- An organization can better manage cybersecurity risk among stakeholders by assessing their position in the critical infrastructure and the broader digital economy using Implementation Tiers.

Communication is especially important among stakeholders up and down supply chains. Supply chains are complex, globally distributed, and interconnected sets of resources and processes

between multiple levels of organizations. Supply chains begin with the sourcing of products and services and extend from the design, development, manufacturing, processing, handling, and delivery of products and services to the end user. Given these complex and interconnected relationships, supply chain risk management (SCRM) is a critical organizational function.¹¹

Cyber SCRM is the set of activities necessary to manage cybersecurity risk associated with external parties. More specifically, cyber SCRM addresses both the cybersecurity effect an organization has on external parties and the cybersecurity effect external parties have on an organization.

A primary objective of cyber SCRM is to identify, assess, and mitigate “products and services that may contain potentially malicious functionality, are counterfeit, or are vulnerable due to poor manufacturing and development practices within the cyber supply chain¹².” Cyber SCRM activities may include:

- Determining cybersecurity requirements for suppliers,
- Enacting cybersecurity requirements through formal agreement (e.g., contracts),
- Communicating to suppliers how those cybersecurity requirements will be verified and validated,
- Verifying that cybersecurity requirements are met through a variety of assessment methodologies, and
- Governing and managing the above activities.

As depicted in Figure 3, cyber SCRM encompasses technology suppliers and buyers, as well as non-technology suppliers and buyers, where technology is minimally composed of information technology (IT), industrial control systems (ICS), cyber-physical systems (CPS), and connected devices more generally, including the Internet of Things (IoT). Figure 3 depicts an organization at a single point in time. However, through the normal course of business operations, most organizations will be both an upstream supplier and downstream buyer in relation to other organizations or end users.

¹¹ Communicating Cybersecurity Requirements (Section 3.3) and Buying Decisions (Section 3.4) address only two uses of the Framework for cyber SCRM and are not intended to address cyber SCRM comprehensively.

¹² NIST Special Publication 800-161, *Supply Chain Risk Management Practices for Federal Information Systems and Organizations*, Boyens et al, April 2015, <https://doi.org/10.6028/NIST.SP.800-161>

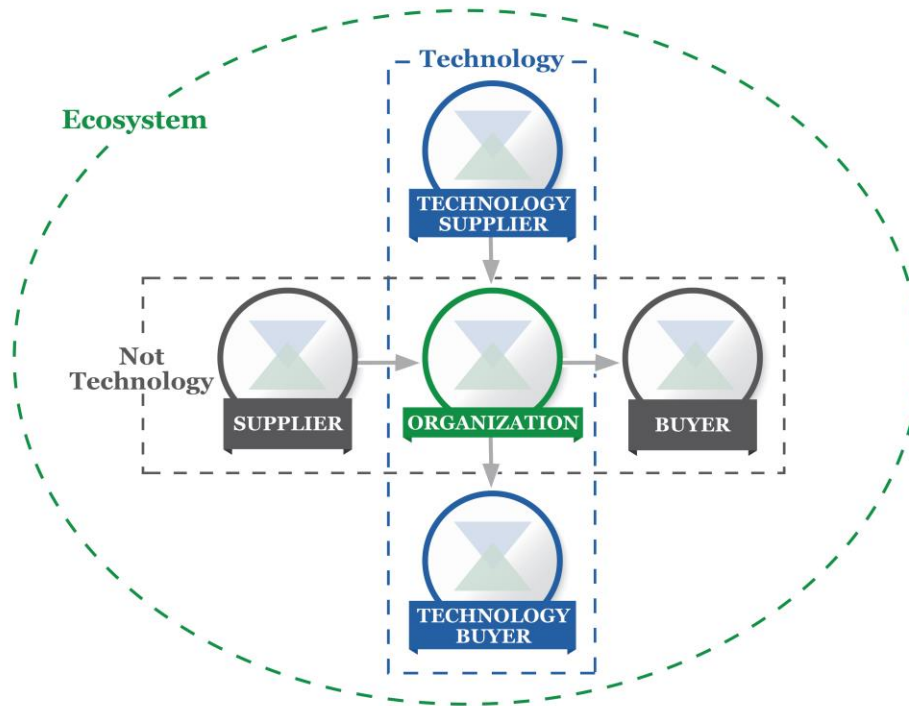


Figure 3: Cyber Supply Chain Relationships

The parties described in Figure 3 comprise an organization’s cybersecurity ecosystem. These relationships highlight the crucial role of cyber SCRM in addressing cybersecurity risk in critical infrastructure and the broader digital economy. These relationships, the products and services they provide, and the risks they present should be identified and factored into the protective and detective capabilities of organizations, as well as their response and recovery protocols.

In the figure above, “Buyer” refers to the downstream people or organizations that consume a given product or service from an organization, including both for-profit and not-for-profit organizations. “Supplier” encompasses upstream product and service providers that are used for an organization’s internal purposes (e.g., IT infrastructure) or integrated into the products or services provided to the Buyer. These terms are applicable for both technology-based and non-technology-based products and services.

Whether considering individual Subcategories of the Core or the comprehensive considerations of a Profile, the Framework offers organizations and their partners a method to help ensure the new product or service meets critical security outcomes. By first selecting outcomes that are relevant to the context (e.g., transmission of Personally Identifiable Information (PII), mission critical service delivery, data verification services, product or service integrity) the organization then can evaluate partners against those criteria. For example, if a system is being purchased that will monitor Operational Technology (OT) for anomalous network communication, availability may be a particularly important cybersecurity objective to achieve and should drive a Technology Supplier evaluation against applicable Subcategories (e.g., ID.BE-4, ID.SC-3, ID.SC-4, ID.SC-5, PR.DS-4, PR.DS-6, PR.DS-7, PR.DS-8, PR.IP-1, DE.AE-5).

3.4 Buying Decisions

Since a Framework Target Profile is a prioritized list of organizational cybersecurity requirements, Target Profiles can be used to inform decisions about buying products and services. This transaction varies from Communicating Cybersecurity Requirements with Stakeholders (addressed in Section 3.3) in that it may not be possible to impose a set of cybersecurity requirements on the supplier. The objective should be to make the best buying decision among multiple suppliers, given a carefully determined list of cybersecurity requirements. Often, this means some degree of trade-off, comparing multiple products or services with known gaps to the Target Profile.

Once a product or service is purchased, the Profile also can be used to track and address residual cybersecurity risk. For example, if the service or product purchased did not meet all the objectives described in the Target Profile, the organization can address the residual risk through other management actions. The Profile also provides the organization a method for assessing if the product meets cybersecurity outcomes through periodic review and testing mechanisms.

3.5 Identifying Opportunities for New or Revised Informative References

The Framework can be used to identify opportunities for new or revised standards, guidelines, or practices where additional Informative References would help organizations address emerging needs. An organization implementing a given Subcategory, or developing a new Subcategory, might discover that there are few Informative References, if any, for a related activity. To address that need, the organization might collaborate with technology leaders and/or standards bodies to draft, develop, and coordinate standards, guidelines, or practices.

3.6 Methodology to Protect Privacy and Civil Liberties

This section describes a methodology to address individual privacy and civil liberties implications that may result from cybersecurity. This methodology is intended to be a general set of considerations and processes since privacy and civil liberties implications may differ by sector or over time and organizations may address these considerations and processes with a range of technical implementations. Nonetheless, not all activities in a cybersecurity program engender privacy and civil liberties considerations. Technical privacy standards, guidelines, and additional best practices may need to be developed to support improved technical implementations.

Privacy and cybersecurity have a strong connection. An organization's cybersecurity activities also can create risks to privacy and civil liberties when personal information is used, collected, processed, maintained, or disclosed. Some examples include: cybersecurity activities that result in the over-collection or over-retention of personal information; disclosure or use of personal information unrelated to cybersecurity activities; and cybersecurity mitigation activities that result in denial of service or other similar potentially adverse impacts, including some types of incident detection or monitoring that may inhibit freedom of expression or association.

The government and its agents have a responsibility to protect civil liberties arising from cybersecurity activities. As referenced in the methodology below, government or its agents that own or operate critical infrastructure should have a process in place to support compliance of cybersecurity activities with applicable privacy laws, regulations, and Constitutional requirements.

To address privacy implications, organizations may consider how their cybersecurity program might incorporate privacy principles such as: data minimization in the collection, disclosure, and retention of personal information material related to the cybersecurity incident; use limitations outside of cybersecurity activities on any information collected specifically for cybersecurity activities; transparency for certain cybersecurity activities; individual consent and redress for adverse impacts arising from use of personal information in cybersecurity activities; data quality, integrity, and security; and accountability and auditing.

As organizations assess the Framework Core in [Appendix A](#), the following processes and activities may be considered as a means to address the above-referenced privacy and civil liberties implications:

Governance of cybersecurity risk

- An organization's assessment of cybersecurity risk and potential risk responses considers the privacy implications of its cybersecurity program.
- Individuals with cybersecurity-related privacy responsibilities report to appropriate management and are appropriately trained.
- Process is in place to support compliance of cybersecurity activities with applicable privacy laws, regulations, and Constitutional requirements.
- Process is in place to assess implementation of the above organizational measures and controls.

Approaches to identifying, authenticating, and authorizing individuals to access organizational assets and systems

- Steps are taken to identify and address the privacy implications of identity management and access control measures to the extent that they involve collection, disclosure, or use of personal information.

Awareness and training measures

- Applicable information from organizational privacy policies is included in cybersecurity workforce training and awareness activities.
- Service providers that provide cybersecurity-related services for the organization are informed about the organization's applicable privacy policies.

Anomalous activity detection and system and assets monitoring

- Process is in place to conduct a privacy review of an organization's anomalous activity detection and cybersecurity monitoring.

Response activities, including information sharing or other mitigation efforts

- Process is in place to assess and address whether, when, how, and the extent to which personal information is shared outside the organization as part of cybersecurity information sharing activities.
- Process is in place to conduct a privacy review of an organization's cybersecurity mitigation efforts.

4.0 Self-Assessing Cybersecurity Risk with the Framework

The Cybersecurity Framework is designed to reduce risk by improving the management of cybersecurity risk to organizational objectives. Ideally, organizations using the Framework will be able to measure and assign values to their risk *along with* the cost and benefits of steps taken to reduce risk to acceptable levels. The better an organization is able to measure its risk, costs, and benefits of cybersecurity strategies and steps, the more rational, effective, and valuable its cybersecurity approach and investments will be.

Over time, self-assessment and measurement should improve decision making about investment priorities. For example, measuring – or at least robustly characterizing – aspects of an organization’s cybersecurity state and trends over time can enable that organization to understand and convey meaningful risk information to dependents, suppliers, buyers, and other parties. An organization can accomplish this internally or by seeking a third-party assessment. If done properly and with an appreciation of limitations, these measurements can provide a basis for strong trusted relationships, both inside and outside of an organization.

To examine the effectiveness of investments, an organization must first have a clear understanding of its organizational objectives, the relationship between those objectives and supportive cybersecurity outcomes, and how those discrete cybersecurity outcomes are implemented and managed. While measurements of all those items is beyond the scope of the Framework, the cybersecurity outcomes of the Framework Core support self-assessment of investment effectiveness and cybersecurity activities in the following ways:

- Making choices about how different portions of the cybersecurity operation should influence the selection of Target Implementation Tiers,
- Evaluating the organization’s approach to cybersecurity risk management by determining Current Implementation Tiers,
- Prioritizing cybersecurity outcomes by developing Target Profiles,
- Determining the degree to which specific cybersecurity steps achieve desired cybersecurity outcomes by assessing Current Profiles, and
- Measuring the degree of implementation for controls catalogs or technical guidance listed as Informative References.

The development of cybersecurity performance metrics is evolving. Organizations should be thoughtful, creative, and careful about the ways in which they employ measurements to optimize use, while avoiding reliance on artificial indicators of current state and progress in improving cybersecurity risk management. Judging cyber risk requires discipline and should be revisited periodically. Any time measurements are employed as part of the Framework process, organizations are encouraged to clearly identify and know why these measurements are important and how they will contribute to the overall management of cybersecurity risk. They also should be clear about the limitations of measurements that are used.

For example, tracking security measures and business outcomes may provide meaningful insight as to how changes in granular security controls affect the completion of organizational objectives. Verifying achievement of some organizational objectives requires analyzing the data only *after* that objective was to have been achieved. This type of lagging measure is more

absolute. However, it is often more valuable to predict whether a cybersecurity risk *may* occur, and the impact it *might* have, using a leading measure.

Organizations are encouraged to innovate and customize how they incorporate measurements into their application of the Framework with a full appreciation of their usefulness and limitations.

Appendix A: Framework Core

This appendix presents the Framework Core: a listing of Functions, Categories, Subcategories, and Informative References that describe specific cybersecurity activities that are common across all critical infrastructure sectors. The chosen presentation format for the Framework Core does not suggest a specific implementation order or imply a degree of importance of the Categories, Subcategories, and Informative References. The Framework Core presented in this appendix represents a common set of activities for managing cybersecurity risk. While the Framework is not exhaustive, it is extensible, allowing organizations, sectors, and other entities to use Subcategories and Informative References that are cost-effective and efficient and that enable them to manage their cybersecurity risk. Activities can be selected from the Framework Core during the Profile creation process and additional Categories, Subcategories, and Informative References may be added to the Profile. An organization's risk management processes, legal/regulatory requirements, business/mission objectives, and organizational constraints guide the selection of these activities during Profile creation. Personal information is considered a component of data or assets referenced in the Categories when assessing security risks and protections.

While the intended outcomes identified in the Functions, Categories, and Subcategories are the same for IT and ICS, the operational environments and considerations for IT and ICS differ. ICS have a direct effect on the physical world, including potential risks to the health and safety of individuals, and impact on the environment. Additionally, ICS have unique performance and reliability requirements compared with IT, and the goals of safety and efficiency must be considered when implementing cybersecurity measures.

For ease of use, each component of the Framework Core is given a unique identifier. Functions and Categories each have a unique alphabetic identifier, as shown in Table 1. Subcategories within each Category are referenced numerically; the unique identifier for each Subcategory is included in Table 2.

Additional supporting material, including Informative References, relating to the Framework can be found on the NIST website at <http://www.nist.gov/cyberframework/>.

Table 1: Function and Category Unique Identifiers

Function Unique Identifier	Function	Category Unique Identifier	Category
ID	Identify	ID.AM	Asset Management
		ID.BE	Business Environment
		ID.GV	Governance
		ID.RA	Risk Assessment
		ID.RM	Risk Management Strategy
		ID.SC	Supply Chain Risk Management
PR	Protect	PR.AC	Identity Management and Access Control
		PR.AT	Awareness and Training
		PR.DS	Data Security
		PR.IP	Information Protection Processes and Procedures
		PR.MA	Maintenance
		PR.PT	Protective Technology
DE	Detect	DE.AE	Anomalies and Events
		DE.CM	Security Continuous Monitoring
		DE.DP	Detection Processes
RS	Respond	RS.RP	Response Planning
		RS.CO	Communications
		RS.AN	Analysis
		RS.MI	Mitigation
		RS.IM	Improvements
RC	Recover	RC.RP	Recovery Planning
		RC.IM	Improvements
		RC.CO	Communications

Table 2: Framework Core

Function	Category	Subcategory	Informative References
IDENTIFY (ID)	Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.	ID.AM-1: Physical devices and systems within the organization are inventoried	CIS CSC 1 COBIT 5 BAI09.01, BAI09.02 ISA 62443-2-1:2009 4.2.3.4 ISA 62443-3-3:2013 SR 7.8 ISO/IEC 27001:2013 A.8.1.1, A.8.1.2 NIST SP 800-53 Rev. 4 CM-8, PM-5
		ID.AM-2: Software platforms and applications within the organization are inventoried	CIS CSC 2 COBIT 5 BAI09.01, BAI09.02, BAI09.05 ISA 62443-2-1:2009 4.2.3.4 ISA 62443-3-3:2013 SR 7.8 ISO/IEC 27001:2013 A.8.1.1, A.8.1.2, A.12.5.1 NIST SP 800-53 Rev. 4 CM-8, PM-5
		ID.AM-3: Organizational communication and data flows are mapped	CIS CSC 12 COBIT 5 DSS05.02 ISA 62443-2-1:2009 4.2.3.4 ISO/IEC 27001:2013 A.13.2.1, A.13.2.2 NIST SP 800-53 Rev. 4 AC-4, CA-3, CA-9, PL-8
		ID.AM-4: External information systems are catalogued	CIS CSC 12 COBIT 5 APO02.02, APO10.04, DSS01.02 ISO/IEC 27001:2013 A.11.2.6 NIST SP 800-53 Rev. 4 AC-20, SA-9
		ID.AM-5: Resources (e.g., hardware, devices, data, time, personnel, and software) are prioritized based on their classification, criticality, and business value	CIS CSC 13, 14 COBIT 5 APO03.03, APO03.04, APO12.01, BAI04.02, BAI09.02 ISA 62443-2-1:2009 4.2.3.6 ISO/IEC 27001:2013 A.8.2.1 NIST SP 800-53 Rev. 4 CP-2, RA-2, SA-14, SC-6
		ID.AM-6: Cybersecurity roles and responsibilities for the entire workforce and	CIS CSC 17, 19 COBIT 5 APO01.02, APO07.06, APO13.01, DSS06.03

Function	Category	Subcategory	Informative References
		third-party stakeholders (e.g., suppliers, customers, partners) are established	ISA 62443-2-1:2009 4.3.2.3.3 ISO/IEC 27001:2013 A.6.1.1 NIST SP 800-53 Rev. 4 CP-2, PS-7, PM-11
	Business Environment (ID.BE): The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.	ID.BE-1: The organization's role in the supply chain is identified and communicated	COBIT 5 APO08.01, APO08.04, APO08.05, APO10.03, APO10.04, APO10.05 ISO/IEC 27001:2013 A.15.1.1, A.15.1.2, A.15.1.3, A.15.2.1, A.15.2.2 NIST SP 800-53 Rev. 4 CP-2, SA-12
		ID.BE-2: The organization's place in critical infrastructure and its industry sector is identified and communicated	COBIT 5 APO02.06, APO03.01 ISO/IEC 27001:2013 Clause 4.1 NIST SP 800-53 Rev. 4 PM-8
		ID.BE-3: Priorities for organizational mission, objectives, and activities are established and communicated	COBIT 5 APO02.01, APO02.06, APO03.01 ISA 62443-2-1:2009 4.2.2.1, 4.2.3.6 NIST SP 800-53 Rev. 4 PM-11, SA-14
		ID.BE-4: Dependencies and critical functions for delivery of critical services are established	COBIT 5 APO10.01, BAI04.02, BAI09.02 ISO/IEC 27001:2013 A.11.2.2, A.11.2.3, A.12.1.3 NIST SP 800-53 Rev. 4 CP-8, PE-9, PE-11, PM-8, SA-14
		ID.BE-5: Resilience requirements to support delivery of critical services are established for all operating states (e.g. under duress/attack, during recovery, normal operations)	COBIT 5 BAI03.02, DSS04.02 ISO/IEC 27001:2013 A.11.1.4, A.17.1.1, A.17.1.2, A.17.2.1 NIST SP 800-53 Rev. 4 CP-2, CP-11, SA-13, SA-14
	Governance (ID.GV): The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the	ID.GV-1: Organizational cybersecurity policy is established and communicated	CIS CSC 19 COBIT 5 APO01.03, APO13.01, EDM01.01, EDM01.02 ISA 62443-2-1:2009 4.3.2.6 ISO/IEC 27001:2013 A.5.1.1 NIST SP 800-53 Rev. 4 -1 controls from all security control families

Function	Category	Subcategory	Informative References
	management of cybersecurity risk.	ID.GV-2: Cybersecurity roles and responsibilities are coordinated and aligned with internal roles and external partners	CIS CSC 19 COBIT 5 APO01.02, APO10.03, APO13.02, DSS05.04 ISA 62443-2-1:2009 4.3.2.3.3 ISO/IEC 27001:2013 A.6.1.1, A.7.2.1, A.15.1.1 NIST SP 800-53 Rev. 4 PS-7, PM-1, PM-2
		ID.GV-3: Legal and regulatory requirements regarding cybersecurity, including privacy and civil liberties obligations, are understood and managed	CIS CSC 19 COBIT 5 BAI02.01, MEA03.01, MEA03.04 ISA 62443-2-1:2009 4.4.3.7 ISO/IEC 27001:2013 A.18.1.1, A.18.1.2, A.18.1.3, A.18.1.4, A.18.1.5 NIST SP 800-53 Rev. 4 -1 controls from all security control families
		ID.GV-4: Governance and risk management processes address cybersecurity risks	COBIT 5 EDM03.02, APO12.02, APO12.05, DSS04.02 ISA 62443-2-1:2009 4.2.3.1, 4.2.3.3, 4.2.3.8, 4.2.3.9, 4.2.3.11, 4.3.2.4.3, 4.3.2.6.3 ISO/IEC 27001:2013 Clause 6 NIST SP 800-53 Rev. 4 SA-2, PM-3, PM-7, PM-9, PM-10, PM-11
	Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	ID.RA-1: Asset vulnerabilities are identified and documented	CIS CSC 4 COBIT 5 APO12.01, APO12.02, APO12.03, APO12.04, DSS05.01, DSS05.02 ISA 62443-2-1:2009 4.2.3, 4.2.3.7, 4.2.3.9, 4.2.3.12 ISO/IEC 27001:2013 A.12.6.1, A.18.2.3 NIST SP 800-53 Rev. 4 CA-2, CA-7, CA-8, RA-3, RA-5, SA-5, SA-11, SI-2, SI-4, SI-5
		ID.RA-2: Cyber threat intelligence is received from information sharing forums and sources	CIS CSC 4 COBIT 5 BAI08.01 ISA 62443-2-1:2009 4.2.3, 4.2.3.9, 4.2.3.12 ISO/IEC 27001:2013 A.6.1.4 NIST SP 800-53 Rev. 4 SI-5, PM-15, PM-16

Function	Category	Subcategory	Informative References
		ID.RA-3: Threats, both internal and external, are identified and documented	CIS CSC 4 COBIT 5 APO12.01, APO12.02, APO12.03, APO12.04 ISA 62443-2-1:2009 4.2.3, 4.2.3.9, 4.2.3.12 ISO/IEC 27001:2013 Clause 6.1.2 NIST SP 800-53 Rev. 4 RA-3, SI-5, PM-12, PM-16
		ID.RA-4: Potential business impacts and likelihoods are identified	CIS CSC 4 COBIT 5 DSS04.02 ISA 62443-2-1:2009 4.2.3, 4.2.3.9, 4.2.3.12 ISO/IEC 27001:2013 A.16.1.6, Clause 6.1.2 NIST SP 800-53 Rev. 4 RA-2, RA-3, SA-14, PM-9, PM-11
		ID.RA-5: Threats, vulnerabilities, likelihoods, and impacts are used to determine risk	CIS CSC 4 COBIT 5 APO12.02 ISO/IEC 27001:2013 A.12.6.1 NIST SP 800-53 Rev. 4 RA-2, RA-3, PM-16
		ID.RA-6: Risk responses are identified and prioritized	CIS CSC 4 COBIT 5 APO12.05, APO13.02 ISO/IEC 27001:2013 Clause 6.1.3 NIST SP 800-53 Rev. 4 PM-4, PM-9
	Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.	ID.RM-1: Risk management processes are established, managed, and agreed to by organizational stakeholders	CIS CSC 4 COBIT 5 APO12.04, APO12.05, APO13.02, BAI02.03, BAI04.02 ISA 62443-2-1:2009 4.3.4.2 ISO/IEC 27001:2013 Clause 6.1.3, Clause 8.3, Clause 9.3 NIST SP 800-53 Rev. 4 PM-9
		ID.RM-2: Organizational risk tolerance is determined and clearly expressed	COBIT 5 APO12.06 ISA 62443-2-1:2009 4.3.2.6.5 ISO/IEC 27001:2013 Clause 6.1.3, Clause 8.3 NIST SP 800-53 Rev. 4 PM-9

Function	Category	Subcategory	Informative References
		ID.RM-3: The organization's determination of risk tolerance is informed by its role in critical infrastructure and sector specific risk analysis	COBIT 5 APO12.02 ISO/IEC 27001:2013 Clause 6.1.3, Clause 8.3 NIST SP 800-53 Rev. 4 SA-14, PM-8, PM-9, PM-11
	Supply Chain Risk Management (ID.SC): The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.	ID.SC-1: Cyber supply chain risk management processes are identified, established, assessed, managed, and agreed to by organizational stakeholders	CIS CSC 4 COBIT 5 APO10.01, APO10.04, APO12.04, APO12.05, APO13.02, BAI01.03, BAI02.03, BAI04.02 ISA 62443-2-1:2009 4.3.4.2 ISO/IEC 27001:2013 A.15.1.1, A.15.1.2, A.15.1.3, A.15.2.1, A.15.2.2 NIST SP 800-53 Rev. 4 SA-9, SA-12, PM-9
		ID.SC-2: Suppliers and third party partners of information systems, components, and services are identified, prioritized, and assessed using a cyber supply chain risk assessment process	COBIT 5 APO10.01, APO10.02, APO10.04, APO10.05, APO12.01, APO12.02, APO12.03, APO12.04, APO12.05, APO12.06, APO13.02, BAI02.03 ISA 62443-2-1:2009 4.2.3.1, 4.2.3.2, 4.2.3.3, 4.2.3.4, 4.2.3.6, 4.2.3.8, 4.2.3.9, 4.2.3.10, 4.2.3.12, 4.2.3.13, 4.2.3.14 ISO/IEC 27001:2013 A.15.2.1, A.15.2.2 NIST SP 800-53 Rev. 4 RA-2, RA-3, SA-12, SA-14, SA-15, PM-9
		ID.SC-3: Contracts with suppliers and third-party partners are used to implement appropriate measures designed to meet the objectives of an organization's cybersecurity program and Cyber Supply Chain Risk Management Plan.	COBIT 5 APO10.01, APO10.02, APO10.03, APO10.04, APO10.05 ISA 62443-2-1:2009 4.3.2.6.4, 4.3.2.6.7 ISO/IEC 27001:2013 A.15.1.1, A.15.1.2, A.15.1.3 NIST SP 800-53 Rev. 4 SA-9, SA-11, SA-12, PM-9
		ID.SC-4: Suppliers and third-party partners are routinely assessed using audits, test results, or other forms of evaluations to confirm they are meeting their contractual obligations.	COBIT 5 APO10.01, APO10.03, APO10.04, APO10.05, MEA01.01, MEA01.02, MEA01.03, MEA01.04, MEA01.05 ISA 62443-2-1:2009 4.3.2.6.7 ISA 62443-3-3:2013 SR 6.1 ISO/IEC 27001:2013 A.15.2.1, A.15.2.2

Function	Category	Subcategory	Informative References
PROTECT (PR)	Identity Management, Authentication and Access Control (PR.AC): Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.		NIST SP 800-53 Rev. 4 AU-2, AU-6, AU-12, AU-16, PS-7, SA-9, SA-12
		ID.SC-5: Response and recovery planning and testing are conducted with suppliers and third-party providers	CIS CSC 19, 20 COBIT 5 DSS04.04 ISA 62443-2-1:2009 4.3.2.5.7, 4.3.4.5.11 ISA 62443-3-3:2013 SR 2.8, SR 3.3, SR.6.1, SR 7.3, SR 7.4 ISO/IEC 27001:2013 A.17.1.3 NIST SP 800-53 Rev. 4 CP-2, CP-4, IR-3, IR-4, IR-6, IR-8, IR-9
		PR.AC-1: Identities and credentials are issued, managed, verified, revoked, and audited for authorized devices, users and processes	CIS CSC 1, 5, 15, 16 COBIT 5 DSS05.04, DSS06.03 ISA 62443-2-1:2009 4.3.3.5.1 ISA 62443-3-3:2013 SR 1.1, SR 1.2, SR 1.3, SR 1.4, SR 1.5, SR 1.7, SR 1.8, SR 1.9 ISO/IEC 27001:2013 A.9.2.1, A.9.2.2, A.9.2.3, A.9.2.4, A.9.2.6, A.9.3.1, A.9.4.2, A.9.4.3 NIST SP 800-53 Rev. 4 AC-1, AC-2, IA-1, IA-2, IA-3, IA-4, IA-5, IA-6, IA-7, IA-8, IA-9, IA-10, IA-11
		PR.AC-2: Physical access to assets is managed and protected	COBIT 5 DSS01.04, DSS05.05 ISA 62443-2-1:2009 4.3.3.3.2, 4.3.3.3.8 ISO/IEC 27001:2013 A.11.1.1, A.11.1.2, A.11.1.3, A.11.1.4, A.11.1.5, A.11.1.6, A.11.2.1, A.11.2.3, A.11.2.5, A.11.2.6, A.11.2.7, A.11.2.8 NIST SP 800-53 Rev. 4 PE-2, PE-3, PE-4, PE-5, PE-6, PE-8
		PR.AC-3: Remote access is managed	CIS CSC 12 COBIT 5 APO13.01, DSS01.04, DSS05.03 ISA 62443-2-1:2009 4.3.3.6.6 ISA 62443-3-3:2013 SR 1.13, SR 2.6 ISO/IEC 27001:2013 A.6.2.1, A.6.2.2, A.11.2.6, A.13.1.1, A.13.2.1

Function	Category	Subcategory	Informative References
			NIST SP 800-53 Rev. 4 AC-1, AC-17, AC-19, AC-20, SC-15
		PR.AC-4: Access permissions and authorizations are managed, incorporating the principles of least privilege and separation of duties	CIS CSC 3, 5, 12, 14, 15, 16, 18 COBIT 5 DSS05.04 ISA 62443-2-1:2009 4.3.3.7.3 ISA 62443-3-3:2013 SR 2.1 ISO/IEC 27001:2013 A.6.1.2, A.9.1.2, A.9.2.3, A.9.4.1, A.9.4.4, A.9.4.5 NIST SP 800-53 Rev. 4 AC-1, AC-2, AC-3, AC-5, AC-6, AC-14, AC-16, AC-24
		PR.AC-5: Network integrity is protected (e.g., network segregation, network segmentation)	CIS CSC 9, 14, 15, 18 COBIT 5 DSS01.05, DSS05.02 ISA 62443-2-1:2009 4.3.3.4 ISA 62443-3-3:2013 SR 3.1, SR 3.8 ISO/IEC 27001:2013 A.13.1.1, A.13.1.3, A.13.2.1, A.14.1.2, A.14.1.3 NIST SP 800-53 Rev. 4 AC-4, AC-10, SC-7
		PR.AC-6: Identities are proofed and bound to credentials and asserted in interactions	CIS CSC , 16 COBIT 5 DSS05.04, DSS05.05, DSS05.07, DSS06.03 ISA 62443-2-1:2009 4.3.3.2.2, 4.3.3.5.2, 4.3.3.7.2, 4.3.3.7.4 ISA 62443-3-3:2013 SR 1.1, SR 1.2, SR 1.4, SR 1.5, SR 1.9, SR 2.1 ISO/IEC 27001:2013 , A.7.1.1, A.9.2.1 NIST SP 800-53 Rev. 4 AC-1, AC-2, AC-3, AC-16, AC-19, AC-24, IA-1, IA-2, IA-4, IA-5, IA-8, PE-2, PS-3
		PR.AC-7: Users, devices, and other assets are authenticated (e.g., single-factor, multi-factor) commensurate with the risk of the transaction (e.g., individuals' security and privacy risks and other organizational risks)	CIS CSC 1, 12, 15, 16 COBIT 5 DSS05.04, DSS05.10, DSS06.10 ISA 62443-2-1:2009 4.3.3.6.1, 4.3.3.6.2, 4.3.3.6.3, 4.3.3.6.4, 4.3.3.6.5, 4.3.3.6.6, 4.3.3.6.7, 4.3.3.6.8, 4.3.3.6.9

Function	Category	Subcategory	Informative References
			ISA 62443-3-3:2013 SR 1.1, SR 1.2, SR 1.5, SR 1.7, SR 1.8, SR 1.9, SR 1.10 ISO/IEC 27001:2013 A.9.2.1, A.9.2.4, A.9.3.1, A.9.4.2, A.9.4.3, A.18.1.4 NIST SP 800-53 Rev. 4 AC-7, AC-8, AC-9, AC-11, AC-12, AC-14, IA-1, IA-2, IA-3, IA-4, IA-5, IA-8, IA-9, IA-10, IA-11
	Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.	PR.AT-1: All users are informed and trained	CIS CSC 17, 18 COBIT 5 APO07.03, BAI05.07 ISA 62443-2-1:2009 4.3.2.4.2 ISO/IEC 27001:2013 A.7.2.2, A.12.2.1 NIST SP 800-53 Rev. 4 AT-2, PM-13
		PR.AT-2: Privileged users understand their roles and responsibilities	CIS CSC 5, 17, 18 COBIT 5 APO07.02, DSS05.04, DSS06.03 ISA 62443-2-1:2009 4.3.2.4.2, 4.3.2.4.3 ISO/IEC 27001:2013 A.6.1.1, A.7.2.2 NIST SP 800-53 Rev. 4 AT-3, PM-13
		PR.AT-3: Third-party stakeholders (e.g., suppliers, customers, partners) understand their roles and responsibilities	CIS CSC 17 COBIT 5 APO07.03, APO07.06, APO10.04, APO10.05 ISA 62443-2-1:2009 4.3.2.4.2 ISO/IEC 27001:2013 A.6.1.1, A.7.2.1, A.7.2.2 NIST SP 800-53 Rev. 4 PS-7, SA-9, SA-16
		PR.AT-4: Senior executives understand their roles and responsibilities	CIS CSC 17, 19 COBIT 5 EDM01.01, APO01.02, APO07.03 ISA 62443-2-1:2009 4.3.2.4.2 ISO/IEC 27001:2013 A.6.1.1, A.7.2.2 NIST SP 800-53 Rev. 4 AT-3, PM-13
		PR.AT-5: Physical and cybersecurity personnel understand their roles and responsibilities	CIS CSC 17 COBIT 5 APO07.03 ISA 62443-2-1:2009 4.3.2.4.2 ISO/IEC 27001:2013 A.6.1.1, A.7.2.2

Function	Category	Subcategory	Informative References
	Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.		NIST SP 800-53 Rev. 4 AT-3, IR-2, PM-13
		PR.DS-1: Data-at-rest is protected	CIS CSC 13, 14 COBIT 5 APO01.06, BAI02.01, BAI06.01, DSS04.07, DSS05.03, DSS06.06 ISA 62443-3-3:2013 SR 3.4, SR 4.1 ISO/IEC 27001:2013 A.8.2.3 NIST SP 800-53 Rev. 4 MP-8, SC-12, SC-28
		PR.DS-2: Data-in-transit is protected	CIS CSC 13, 14 COBIT 5 APO01.06, DSS05.02, DSS06.06 ISA 62443-3-3:2013 SR 3.1, SR 3.8, SR 4.1, SR 4.2 ISO/IEC 27001:2013 A.8.2.3, A.13.1.1, A.13.2.1, A.13.2.3, A.14.1.2, A.14.1.3 NIST SP 800-53 Rev. 4 SC-8, SC-11, SC-12
		PR.DS-3: Assets are formally managed throughout removal, transfers, and disposition	CIS CSC 1 COBIT 5 BAI09.03 ISA 62443-2-1:2009 4.3.3.3.9, 4.3.4.4.1 ISA 62443-3-3:2013 SR 4.2 ISO/IEC 27001:2013 A.8.2.3, A.8.3.1, A.8.3.2, A.8.3.3, A.11.2.5, A.11.2.7 NIST SP 800-53 Rev. 4 CM-8, MP-6, PE-16
		PR.DS-4: Adequate capacity to ensure availability is maintained	CIS CSC 1, 2, 13 COBIT 5 APO13.01, BAI04.04 ISA 62443-3-3:2013 SR 7.1, SR 7.2 ISO/IEC 27001:2013 A.12.1.3, A.17.2.1 NIST SP 800-53 Rev. 4 AU-4, CP-2, SC-5
		PR.DS-5: Protections against data leaks are implemented	CIS CSC 13 COBIT 5 APO01.06, DSS05.04, DSS05.07, DSS06.02 ISA 62443-3-3:2013 SR 5.2 ISO/IEC 27001:2013 A.6.1.2, A.7.1.1, A.7.1.2, A.7.3.1, A.8.2.2, A.8.2.3, A.9.1.1, A.9.1.2, A.9.2.3, A.9.4.1, A.9.4.4, A.9.4.5, A.10.1.1, A.11.1.4,

Function	Category	Subcategory	Informative References
			A.11.1.5, A.11.2.1, A.13.1.1, A.13.1.3, A.13.2.1, A.13.2.3, A.13.2.4, A.14.1.2, A.14.1.3 NIST SP 800-53 Rev. 4 AC-4, AC-5, AC-6, PE-19, PS-3, PS-6, SC-7, SC-8, SC-13, SC-31, SI-4
		PR.DS-6: Integrity checking mechanisms are used to verify software, firmware, and information integrity	CIS CSC 2, 3 COBIT 5 APO01.06, BAI06.01, DSS06.02 ISA 62443-3-3:2013 SR 3.1, SR 3.3, SR 3.4, SR 3.8 ISO/IEC 27001:2013 A.12.2.1, A.12.5.1, A.14.1.2, A.14.1.3, A.14.2.4 NIST SP 800-53 Rev. 4 SC-16, SI-7
		PR.DS-7: The development and testing environment(s) are separate from the production environment	CIS CSC 18, 20 COBIT 5 BAI03.08, BAI07.04 ISO/IEC 27001:2013 A.12.1.4 NIST SP 800-53 Rev. 4 CM-2
		PR.DS-8: Integrity checking mechanisms are used to verify hardware integrity	COBIT 5 BAI03.05 ISA 62443-2-1:2009 4.3.4.4.4 ISO/IEC 27001:2013 A.11.2.4 NIST SP 800-53 Rev. 4 SA-10, SI-7
	Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	PR.IP-1: A baseline configuration of information technology/industrial control systems is created and maintained incorporating security principles (e.g. concept of least functionality)	CIS CSC 3, 9, 11 COBIT 5 BAI10.01, BAI10.02, BAI10.03, BAI10.05 ISA 62443-2-1:2009 4.3.4.3.2, 4.3.4.3.3 ISA 62443-3-3:2013 SR 7.6 ISO/IEC 27001:2013 A.12.1.2, A.12.5.1, A.12.6.2, A.14.2.2, A.14.2.3, A.14.2.4 NIST SP 800-53 Rev. 4 CM-2, CM-3, CM-4, CM-5, CM-6, CM-7, CM-9, SA-10
		PR.IP-2: A System Development Life Cycle to manage systems is implemented	CIS CSC 18 COBIT 5 APO13.01, BAI03.01, BAI03.02, BAI03.03 ISA 62443-2-1:2009 4.3.4.3.3

Function	Category	Subcategory	Informative References
			ISO/IEC 27001:2013 A.6.1.5, A.14.1.1, A.14.2.1, A.14.2.5 NIST SP 800-53 Rev. 4 PL-8, SA-3, SA-4, SA-8, SA-10, SA-11, SA-12, SA-15, SA-17, SI-12, SI-13, SI-14, SI-16, SI-17
		PR.IP-3: Configuration change control processes are in place	CIS CSC 3, 11 COBIT 5 BAI01.06, BAI06.01 ISA 62443-2-1:2009 4.3.4.3.2, 4.3.4.3.3 ISA 62443-3-3:2013 SR 7.6 ISO/IEC 27001:2013 A.12.1.2, A.12.5.1, A.12.6.2, A.14.2.2, A.14.2.3, A.14.2.4 NIST SP 800-53 Rev. 4 CM-3, CM-4, SA-10
		PR.IP-4: Backups of information are conducted, maintained, and tested	CIS CSC 10 COBIT 5 APO13.01, DSS01.01, DSS04.07 ISA 62443-2-1:2009 4.3.4.3.9 ISA 62443-3-3:2013 SR 7.3, SR 7.4 ISO/IEC 27001:2013 A.12.3.1, A.17.1.2, A.17.1.3, A.18.1.3 NIST SP 800-53 Rev. 4 CP-4, CP-6, CP-9
		PR.IP-5: Policy and regulations regarding the physical operating environment for organizational assets are met	COBIT 5 DSS01.04, DSS05.05 ISA 62443-2-1:2009 4.3.3.3.1 4.3.3.3.2, 4.3.3.3.3, 4.3.3.3.5, 4.3.3.3.6 ISO/IEC 27001:2013 A.11.1.4, A.11.2.1, A.11.2.2, A.11.2.3 NIST SP 800-53 Rev. 4 PE-10, PE-12, PE-13, PE-14, PE-15, PE-18
		PR.IP-6: Data is destroyed according to policy	COBIT 5 BAI09.03, DSS05.06 ISA 62443-2-1:2009 4.3.4.4.4 ISA 62443-3-3:2013 SR 4.2 ISO/IEC 27001:2013 A.8.2.3, A.8.3.1, A.8.3.2, A.11.2.7 NIST SP 800-53 Rev. 4 MP-6

Function	Category	Subcategory	Informative References
		PR.IP-7: Protection processes are improved	COBIT 5 APO11.06, APO12.06, DSS04.05 ISA 62443-2-1:2009 4.4.3.1, 4.4.3.2, 4.4.3.3, 4.4.3.4, 4.4.3.5, 4.4.3.6, 4.4.3.7, 4.4.3.8 ISO/IEC 27001:2013 A.16.1.6, Clause 9, Clause 10 NIST SP 800-53 Rev. 4 CA-2, CA-7, CP-2, IR-8, PL-2, PM-6
		PR.IP-8: Effectiveness of protection technologies is shared	COBIT 5 BAI08.04, DSS03.04 ISO/IEC 27001:2013 A.16.1.6 NIST SP 800-53 Rev. 4 AC-21, CA-7, SI-4
		PR.IP-9: Response plans (Incident Response and Business Continuity) and recovery plans (Incident Recovery and Disaster Recovery) are in place and managed	CIS CSC 19 COBIT 5 APO12.06, DSS04.03 ISA 62443-2-1:2009 4.3.2.5.3, 4.3.4.5.1 ISO/IEC 27001:2013 A.16.1.1, A.17.1.1, A.17.1.2, A.17.1.3 NIST SP 800-53 Rev. 4 CP-2, CP-7, CP-12, CP-13, IR-7, IR-8, IR-9, PE-17
		PR.IP-10: Response and recovery plans are tested	CIS CSC 19, 20 COBIT 5 DSS04.04 ISA 62443-2-1:2009 4.3.2.5.7, 4.3.4.5.11 ISA 62443-3-3:2013 SR 3.3 ISO/IEC 27001:2013 A.17.1.3 NIST SP 800-53 Rev. 4 CP-4, IR-3, PM-14
		PR.IP-11: Cybersecurity is included in human resources practices (e.g., deprovisioning, personnel screening)	CIS CSC 5, 16 COBIT 5 APO07.01, APO07.02, APO07.03, APO07.04, APO07.05 ISA 62443-2-1:2009 4.3.3.2.1, 4.3.3.2.2, 4.3.3.2.3 ISO/IEC 27001:2013 A.7.1.1, A.7.1.2, A.7.2.1, A.7.2.2, A.7.2.3, A.7.3.1, A.8.1.4 NIST SP 800-53 Rev. 4 PS-1, PS-2, PS-3, PS-4, PS-5, PS-6, PS-7, PS-8, SA-21

Function	Category	Subcategory	Informative References
		PR.IP-12: A vulnerability management plan is developed and implemented	CIS CSC 4, 18, 20 COBIT 5 BAI03.10, DSS05.01, DSS05.02 ISO/IEC 27001:2013 A.12.6.1, A.14.2.3, A.16.1.3, A.18.2.2, A.18.2.3 NIST SP 800-53 Rev. 4 RA-3, RA-5, SI-2
	Maintenance (PR.MA): Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.	PR.MA-1: Maintenance and repair of organizational assets are performed and logged, with approved and controlled tools	COBIT 5 BAI03.10, BAI09.02, BAI09.03, DSS01.05 ISA 62443-2-1:2009 4.3.3.3.7 ISO/IEC 27001:2013 A.11.1.2, A.11.2.4, A.11.2.5, A.11.2.6 NIST SP 800-53 Rev. 4 MA-2, MA-3, MA-5, MA-6
		PR.MA-2: Remote maintenance of organizational assets is approved, logged, and performed in a manner that prevents unauthorized access	CIS CSC 3, 5 COBIT 5 DSS05.04 ISA 62443-2-1:2009 4.3.3.6.5, 4.3.3.6.6, 4.3.3.6.7, 4.3.3.6.8 ISO/IEC 27001:2013 A.11.2.4, A.15.1.1, A.15.2.1 NIST SP 800-53 Rev. 4 MA-4
	Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	PR.PT-1: Audit/log records are determined, documented, implemented, and reviewed in accordance with policy	CIS CSC 1, 3, 5, 6, 14, 15, 16 COBIT 5 APO11.04, BAI03.05, DSS05.04, DSS05.07, MEA02.01 ISA 62443-2-1:2009 4.3.3.3.9, 4.3.3.5.8, 4.3.4.4.7, 4.4.2.1, 4.4.2.2, 4.4.2.4 ISA 62443-3-3:2013 SR 2.8, SR 2.9, SR 2.10, SR 2.11, SR 2.12 ISO/IEC 27001:2013 A.12.4.1, A.12.4.2, A.12.4.3, A.12.4.4, A.12.7.1 NIST SP 800-53 Rev. 4 AU Family
		PR.PT-2: Removable media is protected and its use restricted according to policy	CIS CSC 8, 13 COBIT 5 APO13.01, DSS05.02, DSS05.06 ISA 62443-3-3:2013 SR 2.3 ISO/IEC 27001:2013 A.8.2.1, A.8.2.2, A.8.2.3, A.8.3.1, A.8.3.3, A.11.2.9

Function	Category	Subcategory	Informative References
			NIST SP 800-53 Rev. 4 MP-2, MP-3, MP-4, MP-5, MP-7, MP-8
		PR.PT-3: The principle of least functionality is incorporated by configuring systems to provide only essential capabilities	CIS CSC 3, 11, 14 COBIT 5 DSS05.02, DSS05.05, DSS06.06 ISA 62443-2-1:2009 4.3.3.5.1, 4.3.3.5.2, 4.3.3.5.3, 4.3.3.5.4, 4.3.3.5.5, 4.3.3.5.6, 4.3.3.5.7, 4.3.3.5.8, 4.3.3.6.1, 4.3.3.6.2, 4.3.3.6.3, 4.3.3.6.4, 4.3.3.6.5, 4.3.3.6.6, 4.3.3.6.7, 4.3.3.6.8, 4.3.3.6.9, 4.3.3.7.1, 4.3.3.7.2, 4.3.3.7.3, 4.3.3.7.4 ISA 62443-3-3:2013 SR 1.1, SR 1.2, SR 1.3, SR 1.4, SR 1.5, SR 1.6, SR 1.7, SR 1.8, SR 1.9, SR 1.10, SR 1.11, SR 1.12, SR 1.13, SR 2.1, SR 2.2, SR 2.3, SR 2.4, SR 2.5, SR 2.6, SR 2.7 ISO/IEC 27001:2013 A.9.1.2 NIST SP 800-53 Rev. 4 AC-3, CM-7
		PR.PT-4: Communications and control networks are protected	CIS CSC 8, 12, 15 COBIT 5 DSS05.02, APO13.01 ISA 62443-3-3:2013 SR 3.1, SR 3.5, SR 3.8, SR 4.1, SR 4.3, SR 5.1, SR 5.2, SR 5.3, SR 7.1, SR 7.6 ISO/IEC 27001:2013 A.13.1.1, A.13.2.1, A.14.1.3 NIST SP 800-53 Rev. 4 AC-4, AC-17, AC-18, CP-8, SC-7, SC-19, SC-20, SC-21, SC-22, SC-23, SC-24, SC-25, SC-29, SC-32, SC-36, SC-37, SC-38, SC-39, SC-40, SC-41, SC-43
		PR.PT-5: Mechanisms (e.g., failsafe, load balancing, hot swap) are implemented to achieve resilience requirements in normal and adverse situations	COBIT 5 BAI04.01, BAI04.02, BAI04.03, BAI04.04, BAI04.05, DSS01.05 ISA 62443-2-1:2009 4.3.2.5.2 ISA 62443-3-3:2013 SR 7.1, SR 7.2 ISO/IEC 27001:2013 A.17.1.2, A.17.2.1 NIST SP 800-53 Rev. 4 CP-7, CP-8, CP-11, CP-13, PL-8, SA-14, SC-6
DETECT (DE)	Anomalies and Events (DE.AE): Anomalous activity is detected	DE.AE-1: A baseline of network operations and expected data flows for	CIS CSC 1, 4, 6, 12, 13, 15, 16 COBIT 5 DSS03.01 ISA 62443-2-1:2009 4.4.3.3

Function	Category	Subcategory	Informative References
	and the potential impact of events is understood.	users and systems is established and managed	ISO/IEC 27001:2013 A.12.1.1, A.12.1.2, A.13.1.1, A.13.1.2 NIST SP 800-53 Rev. 4 AC-4, CA-3, CM-2, SI-4
		DE.AE-2: Detected events are analyzed to understand attack targets and methods	CIS CSC 3, 6, 13, 15 COBIT 5 DSS05.07 ISA 62443-2-1:2009 4.3.4.5.6, 4.3.4.5.7, 4.3.4.5.8 ISA 62443-3-3:2013 SR 2.8, SR 2.9, SR 2.10, SR 2.11, SR 2.12, SR 3.9, SR 6.1, SR 6.2 ISO/IEC 27001:2013 A.12.4.1, A.16.1.1, A.16.1.4 NIST SP 800-53 Rev. 4 AU-6, CA-7, IR-4, SI-4
		DE.AE-3: Event data are collected and correlated from multiple sources and sensors	CIS CSC 1, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16 COBIT 5 BAI08.02 ISA 62443-3-3:2013 SR 6.1 ISO/IEC 27001:2013 A.12.4.1, A.16.1.7 NIST SP 800-53 Rev. 4 AU-6, CA-7, IR-4, IR-5, IR-8, SI-4
		DE.AE-4: Impact of events is determined	CIS CSC 4, 6 COBIT 5 APO12.06, DSS03.01 ISO/IEC 27001:2013 A.16.1.4 NIST SP 800-53 Rev. 4 CP-2, IR-4, RA-3, SI-4
		DE.AE-5: Incident alert thresholds are established	CIS CSC 6, 19 COBIT 5 APO12.06, DSS03.01 ISA 62443-2-1:2009 4.2.3.10 ISO/IEC 27001:2013 A.16.1.4 NIST SP 800-53 Rev. 4 IR-4, IR-5, IR-8
	Security Continuous Monitoring (DE.CM): The information system and assets are monitored to identify cybersecurity events and verify	DE.CM-1: The network is monitored to detect potential cybersecurity events	CIS CSC 1, 7, 8, 12, 13, 15, 16 COBIT 5 DSS01.03, DSS03.05, DSS05.07 ISA 62443-3-3:2013 SR 6.2 NIST SP 800-53 Rev. 4 AC-2, AU-12, CA-7, CM-3, SC-5, SC-7, SI-4

Function	Category	Subcategory	Informative References
	the effectiveness of protective measures.	DE.CM-2: The physical environment is monitored to detect potential cybersecurity events	COBIT 5 DSS01.04, DSS01.05 ISA 62443-2-1:2009 4.3.3.3.8 ISO/IEC 27001:2013 A.11.1.1, A.11.1.2 NIST SP 800-53 Rev. 4 CA-7, PE-3, PE-6, PE-20
		DE.CM-3: Personnel activity is monitored to detect potential cybersecurity events	CIS CSC 5, 7, 14, 16 COBIT 5 DSS05.07 ISA 62443-3-3:2013 SR 6.2 ISO/IEC 27001:2013 A.12.4.1, A.12.4.3 NIST SP 800-53 Rev. 4 AC-2, AU-12, AU-13, CA-7, CM-10, CM-11
		DE.CM-4: Malicious code is detected	CIS CSC 4, 7, 8, 12 COBIT 5 DSS05.01 ISA 62443-2-1:2009 4.3.4.3.8 ISA 62443-3-3:2013 SR 3.2 ISO/IEC 27001:2013 A.12.2.1 NIST SP 800-53 Rev. 4 SI-3, SI-8
		DE.CM-5: Unauthorized mobile code is detected	CIS CSC 7, 8 COBIT 5 DSS05.01 ISA 62443-3-3:2013 SR 2.4 ISO/IEC 27001:2013 A.12.5.1, A.12.6.2 NIST SP 800-53 Rev. 4 SC-18, SI-4, SC-44
		DE.CM-6: External service provider activity is monitored to detect potential cybersecurity events	COBIT 5 APO07.06, APO10.05 ISO/IEC 27001:2013 A.14.2.7, A.15.2.1 NIST SP 800-53 Rev. 4 CA-7, PS-7, SA-4, SA-9, SI-4
		DE.CM-7: Monitoring for unauthorized personnel, connections, devices, and software is performed	CIS CSC 1, 2, 3, 5, 9, 12, 13, 15, 16 COBIT 5 DSS05.02, DSS05.05 ISO/IEC 27001:2013 A.12.4.1, A.14.2.7, A.15.2.1 NIST SP 800-53 Rev. 4 AU-12, CA-7, CM-3, CM-8, PE-3, PE-6, PE-20, SI-4
		DE.CM-8: Vulnerability scans are performed	CIS CSC 4, 20

Function	Category	Subcategory	Informative References
			COBIT 5 BAI03.10, DSS05.01 ISA 62443-2-1:2009 4.2.3.1, 4.2.3.7 ISO/IEC 27001:2013 A.12.6.1 NIST SP 800-53 Rev. 4 RA-5
	Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.	DE.DP-1: Roles and responsibilities for detection are well defined to ensure accountability	CIS CSC 19 COBIT 5 APO01.02, DSS05.01, DSS06.03 ISA 62443-2-1:2009 4.4.3.1 ISO/IEC 27001:2013 A.6.1.1, A.7.2.2 NIST SP 800-53 Rev. 4 CA-2, CA-7, PM-14
		DE.DP-2: Detection activities comply with all applicable requirements	COBIT 5 DSS06.01, MEA03.03, MEA03.04 ISA 62443-2-1:2009 4.4.3.2 ISO/IEC 27001:2013 A.18.1.4, A.18.2.2, A.18.2.3 NIST SP 800-53 Rev. 4 AC-25, CA-2, CA-7, SA-18, SI-4, PM-14
		DE.DP-3: Detection processes are tested	COBIT 5 APO13.02, DSS05.02 ISA 62443-2-1:2009 4.4.3.2 ISA 62443-3-3:2013 SR 3.3 ISO/IEC 27001:2013 A.14.2.8 NIST SP 800-53 Rev. 4 CA-2, CA-7, PE-3, SI-3, SI-4, PM-14
		DE.DP-4: Event detection information is communicated	CIS CSC 19 COBIT 5 APO08.04, APO12.06, DSS02.05 ISA 62443-2-1:2009 4.3.4.5.9 ISA 62443-3-3:2013 SR 6.1 ISO/IEC 27001:2013 A.16.1.2, A.16.1.3 NIST SP 800-53 Rev. 4 AU-6, CA-2, CA-7, RA-5, SI-4
		DE.DP-5: Detection processes are continuously improved	COBIT 5 APO11.06, APO12.06, DSS04.05 ISA 62443-2-1:2009 4.4.3.4 ISO/IEC 27001:2013 A.16.1.6 NIST SP 800-53 Rev. 4 , CA-2, CA-7, PL-2, RA-5, SI-4, PM-14

Function	Category	Subcategory	Informative References
RESPOND (RS)	Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.	RS.RP-1: Response plan is executed during or after an incident	CIS CSC 19 COBIT 5 APO12.06, BAI01.10 ISA 62443-2-1:2009 4.3.4.5.1 ISO/IEC 27001:2013 A.16.1.5 NIST SP 800-53 Rev. 4 CP-2, CP-10, IR-4, IR-8
		RS.CO-1: Personnel know their roles and order of operations when a response is needed	CIS CSC 19 COBIT 5 EDM03.02, APO01.02, APO12.03 ISA 62443-2-1:2009 4.3.4.5.2, 4.3.4.5.3, 4.3.4.5.4 ISO/IEC 27001:2013 A.6.1.1, A.7.2.2, A.16.1.1 NIST SP 800-53 Rev. 4 CP-2, CP-3, IR-3, IR-8
	Communications (RS.CO): Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).	RS.CO-2: Incidents are reported consistent with established criteria	CIS CSC 19 COBIT 5 DSS01.03 ISA 62443-2-1:2009 4.3.4.5.5 ISO/IEC 27001:2013 A.6.1.3, A.16.1.2 NIST SP 800-53 Rev. 4 AU-6, IR-6, IR-8
		RS.CO-3: Information is shared consistent with response plans	CIS CSC 19 COBIT 5 DSS03.04 ISA 62443-2-1:2009 4.3.4.5.2 ISO/IEC 27001:2013 A.16.1.2, Clause 7.4, Clause 16.1.2 NIST SP 800-53 Rev. 4 CA-2, CA-7, CP-2, IR-4, IR-8, PE-6, RA-5, SI-4
		RS.CO-4: Coordination with stakeholders occurs consistent with response plans	CIS CSC 19 COBIT 5 DSS03.04 ISA 62443-2-1:2009 4.3.4.5.5 ISO/IEC 27001:2013 Clause 7.4 NIST SP 800-53 Rev. 4 CP-2, IR-4, IR-8
		RS.CO-5: Voluntary information sharing occurs with external stakeholders to achieve broader cybersecurity situational awareness	CIS CSC 19 COBIT 5 BAI08.04 ISO/IEC 27001:2013 A.6.1.4 NIST SP 800-53 Rev. 4 SI-5, PM-15

Function	Category	Subcategory	Informative References
	Analysis (RS.AN): Analysis is conducted to ensure effective response and support recovery activities.	RS.AN-1: Notifications from detection systems are investigated	CIS CSC 4, 6, 8, 19 COBIT 5 DSS02.04, DSS02.07 ISA 62443-2-1:2009 4.3.4.5.6, 4.3.4.5.7, 4.3.4.5.8 ISA 62443-3-3:2013 SR 6.1 ISO/IEC 27001:2013 A.12.4.1, A.12.4.3, A.16.1.5 NIST SP 800-53 Rev. 4 AU-6, CA-7, IR-4, IR-5, PE-6, SI-4
		RS.AN-2: The impact of the incident is understood	COBIT 5 DSS02.02 ISA 62443-2-1:2009 4.3.4.5.6, 4.3.4.5.7, 4.3.4.5.8 ISO/IEC 27001:2013 A.16.1.4, A.16.1.6 NIST SP 800-53 Rev. 4 CP-2, IR-4
		RS.AN-3: Forensics are performed	COBIT 5 APO12.06, DSS03.02, DSS05.07 ISA 62443-3-3:2013 SR 2.8, SR 2.9, SR 2.10, SR 2.11, SR 2.12, SR 3.9, SR 6.1 ISO/IEC 27001:2013 A.16.1.7 NIST SP 800-53 Rev. 4 AU-7, IR-4
		RS.AN-4: Incidents are categorized consistent with response plans	CIS CSC 19 COBIT 5 DSS02.02 ISA 62443-2-1:2009 4.3.4.5.6 ISO/IEC 27001:2013 A.16.1.4 NIST SP 800-53 Rev. 4 CP-2, IR-4, IR-5, IR-8
		RS.AN-5: Processes are established to receive, analyze and respond to vulnerabilities disclosed to the organization from internal and external sources (e.g. internal testing, security bulletins, or security researchers)	CIS CSC 4, 19 COBIT 5 EDM03.02, DSS05.07 NIST SP 800-53 Rev. 4 SI-5, PM-15
	Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.	RS.MI-1: Incidents are contained	CIS CSC 19 COBIT 5 APO12.06 ISA 62443-2-1:2009 4.3.4.5.6 ISA 62443-3-3:2013 SR 5.1, SR 5.2, SR 5.4 ISO/IEC 27001:2013 A.12.2.1, A.16.1.5

Function	Category	Subcategory	Informative References
			NIST SP 800-53 Rev. 4 IR-4
		RS.MI-2: Incidents are mitigated	CIS CSC 4, 19 COBIT 5 APO12.06 ISA 62443-2-1:2009 4.3.4.5.6, 4.3.4.5.10 ISO/IEC 27001:2013 A.12.2.1, A.16.1.5 NIST SP 800-53 Rev. 4 IR-4
		RS.MI-3: Newly identified vulnerabilities are mitigated or documented as accepted risks	CIS CSC 4 COBIT 5 APO12.06 ISO/IEC 27001:2013 A.12.6.1 NIST SP 800-53 Rev. 4 CA-7, RA-3, RA-5
	Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	RS.IM-1: Response plans incorporate lessons learned	COBIT 5 BAI01.13 ISA 62443-2-1:2009 4.3.4.5.10, 4.4.3.4 ISO/IEC 27001:2013 A.16.1.6, Clause 10 NIST SP 800-53 Rev. 4 CP-2, IR-4, IR-8
		RS.IM-2: Response strategies are updated	COBIT 5 BAI01.13, DSS04.08 ISO/IEC 27001:2013 A.16.1.6, Clause 10 NIST SP 800-53 Rev. 4 CP-2, IR-4, IR-8
	RECOVER (RC)	Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.	RC.RP-1: Recovery plan is executed during or after a cybersecurity incident CIS CSC 10 COBIT 5 APO12.06, DSS02.05, DSS03.04 ISO/IEC 27001:2013 A.16.1.5 NIST SP 800-53 Rev. 4 CP-10, IR-4, IR-8
		Improvements (RC.IM): Recovery planning and processes are improved by incorporating lessons learned into future activities.	RC.IM-1: Recovery plans incorporate lessons learned COBIT 5 APO12.06, BAI05.07, DSS04.08 ISA 62443-2-1:2009 4.4.3.4 ISO/IEC 27001:2013 A.16.1.6, Clause 10 NIST SP 800-53 Rev. 4 CP-2, IR-4, IR-8
			RC.IM-2: Recovery strategies are updated COBIT 5 APO12.06, BAI07.08 ISO/IEC 27001:2013 A.16.1.6, Clause 10 NIST SP 800-53 Rev. 4 CP-2, IR-4, IR-8

Function	Category	Subcategory	Informative References
	Communications (RC.CO): Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).	RC.CO-1: Public relations are managed	COBIT 5 EDM03.02 ISO/IEC 27001:2013 A.6.1.4, Clause 7.4
		RC.CO-2: Reputation is repaired after an incident	COBIT 5 MEA03.02 ISO/IEC 27001:2013 Clause 7.4
		RC.CO-3: Recovery activities are communicated to internal and external stakeholders as well as executive and management teams	COBIT 5 APO12.06 ISO/IEC 27001:2013 Clause 7.4 NIST SP 800-53 Rev. 4 CP-2, IR-4

Information regarding Informative References described in Appendix A may be found at the following locations:

- Control Objectives for Information and Related Technology (COBIT): <http://www.isaca.org/COBIT/Pages/default.aspx>
- CIS Critical Security Controls for Effective Cyber Defense (CIS Controls): <https://www.cisecurity.org>
- American National Standards Institute/International Society of Automation (ANSI/ISA)-62443-2-1 (99.02.01)-2009, *Security for Industrial Automation and Control Systems: Establishing an Industrial Automation and Control Systems Security Program*: <https://www.isa.org/templates/one-column.aspx?pageid=111294&productId=116731>
- ANSI/ISA-62443-3-3 (99.03.03)-2013, *Security for Industrial Automation and Control Systems: System Security Requirements and Security Levels*: <https://www.isa.org/templates/one-column.aspx?pageid=111294&productId=116785>
- ISO/IEC 27001, *Information technology -- Security techniques -- Information security management systems -- Requirements*: <https://www.iso.org/standard/54534.html>
- NIST SP 800-53 Rev. 4 - NIST Special Publication 800-53 Revision 4, *Security and Privacy Controls for Federal Information Systems and Organizations*, April 2013 (including updates as of January 22, 2015). <https://doi.org/10.6028/NIST.SP.800-53r4>. Informative References are only mapped to the control level, though any control enhancement might be found useful in achieving a subcategory outcome.

Mappings between the Framework Core Subcategories and the specified sections in the Informative References are not intended to definitively determine whether the specified sections in the Informative References provide the desired Subcategory outcome.

Informative References are not exhaustive, in that not every element (e.g., control, requirement) of a given Informative Reference is mapped to Framework Core Subcategories.

Appendix B: Glossary

This appendix defines selected terms used in the publication.

Table 3: Framework Glossary

Buyer	The people or organizations that consume a given product or service.
Category	The subdivision of a Function into groups of cybersecurity outcomes, closely tied to programmatic needs and particular activities. Examples of Categories include “Asset Management,” “Identity Management and Access Control,” and “Detection Processes.”
Critical Infrastructure	Systems and assets, whether physical or virtual, so vital to the United States that the incapacity or destruction of such systems and assets would have a debilitating impact on cybersecurity, national economic security, national public health or safety, or any combination of those matters.
Cybersecurity	The process of protecting information by preventing, detecting, and responding to attacks.
Cybersecurity Event	A cybersecurity change that may have an impact on organizational operations (including mission, capabilities, or reputation).
Cybersecurity Incident	A cybersecurity event that has been determined to have an impact on the organization prompting the need for response and recovery.
Detect (function)	Develop and implement the appropriate activities to identify the occurrence of a cybersecurity event.
Framework	A risk-based approach to reducing cybersecurity risk composed of three parts: the Framework Core, the Framework Profile, and the Framework Implementation Tiers. Also known as the “Cybersecurity Framework.”
Framework Core	A set of cybersecurity activities and references that are common across critical infrastructure sectors and are organized around particular outcomes. The Framework Core comprises four types of elements: Functions, Categories, Subcategories, and Informative References.
Framework Implementation Tier	A lens through which to view the characteristics of an organization’s approach to risk—how an organization views cybersecurity risk and the processes in place to manage that risk.

Framework Profile	A representation of the outcomes that a particular system or organization has selected from the Framework Categories and Subcategories.
Function	One of the main components of the Framework. Functions provide the highest level of structure for organizing basic cybersecurity activities into Categories and Subcategories. The five functions are Identify, Protect, Detect, Respond, and Recover.
Identify (function)	Develop the organizational understanding to manage cybersecurity risk to systems, assets, data, and capabilities.
Informative Reference	A specific section of standards, guidelines, and practices common among critical infrastructure sectors that illustrates a method to achieve the outcomes associated with each Subcategory. An example of an Informative Reference is ISO/IEC 27001 Control A.10.8.3, which supports the “Data-in-transit is protected” Subcategory of the “Data Security” Category in the “Protect” function.
Mobile Code	A program (e.g., script, macro, or other portable instruction) that can be shipped unchanged to a heterogeneous collection of platforms and executed with identical semantics.
Protect (function)	Develop and implement the appropriate safeguards to ensure delivery of critical infrastructure services.
Privileged User	A user that is authorized (and, therefore, trusted) to perform security-relevant functions that ordinary users are not authorized to perform.
Recover (function)	Develop and implement the appropriate activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity event.
Respond (function)	Develop and implement the appropriate activities to take action regarding a detected cybersecurity event.
Risk	A measure of the extent to which an entity is threatened by a potential circumstance or event, and typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
Risk Management	The process of identifying, assessing, and responding to risk.
Subcategory	The subdivision of a Category into specific outcomes of technical and/or management activities. Examples of Subcategories include “External information systems are catalogued,” “Data-at-rest is protected,” and “Notifications from detection systems are investigated.”

Supplier	Product and service providers used for an organization's internal purposes (e.g., IT infrastructure) or integrated into the products of services provided to that organization's Buyers.
Taxonomy	A scheme of classification.

Appendix C: Acronyms

This appendix defines selected acronyms used in the publication.

ANSI	American National Standards Institute
CEA	Cybersecurity Enhancement Act of 2014
CIS	Center for Internet Security
COBIT	Control Objectives for Information and Related Technology
CPS	Cyber-Physical Systems
CSC	Critical Security Control
DHS	Department of Homeland Security
EO	Executive Order
ICS	Industrial Control Systems
IEC	International Electrotechnical Commission
IoT	Internet of Things
IR	Interagency Report
ISA	International Society of Automation
ISAC	Information Sharing and Analysis Center
ISAO	Information Sharing and Analysis Organization
ISO	International Organization for Standardization
IT	Information Technology
NIST	National Institute of Standards and Technology
OT	Operational Technology
PII	Personally Identifiable Information
RFI	Request for Information
RMP	Risk Management Process
SCRM	Supply Chain Risk Management
SP	Special Publication