



**Agenda
Regular Meeting
of the Mary Esther City Council
April 7, 2025 - 6:30 PM**

195 Christobal Road – North, Mary Esther, FL 32569

- 1. INVOCATION**
- 2. CALL TO ORDER**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL**
- 5. APPROVAL OF THE AGENDA**
- 6. SPECIAL PRESENTATIONS**
 - 6.1. Hurlburt Field and Community Partnerships - Lt. Col. Sean Stapler**
 - 6.2. Yard of the Month**
- 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 March 3, 2025, 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. Second reading of Ordinance 2025-01, Lot Split and Lot Consolidation**
 - 10.2. Second Reading of Ordinance 2025-02, Public Camping or Sleeping in City facilities, grounds, right-of-way, and sidewalks**
 - 10.3. Second Reading of Ordinance 2025-03, Photo Speed Enforcement in School Zones**
- 11. NEW BUSINESS**
 - 11.1. Conditional Use Permit for Privacy Fence- 161 W. Miracle Strip Parkway**
 - 11.2. Resolution 25-04, Lot Split Application and Review Fees**
 - 11.3. Financial Auditing Services Contract**
 - 11.4. Mary Esther Boulevard Landscaping Grant Application and Design Task Order**
 - 11.5. Mary Esther Boulevard Landscaping Conceptual Design**
 - 11.6. Award of RFB 2025-01 Cold Applied Pavement Products**
 - 11.7. Award of Purchase Order for Azalea Park Trail Materials**
 - 11.8. Selection of Mayor Pro Tem**
 - 11.9. City Clerk Performance Review**

11.10. Consideration of Operations, Maintenance, and Management (O&M) Contract with Jacobs

- 12. COUNCILS' STANDING COMMITTEE STATUS REPORTS**
- 13. OTHER COMMENTS**
- 14. ADJOURN**

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

WATCHING AND PARTICIPATION

To watch the meetings virtually, citizens may log onto the city's website (www.cityofmaryesther.com), click the "Public Meetings" section, and select the meeting they would like to watch.

Any citizen who would like to comment on non-agenda items must submit a service request through the city's website, call customer service at (850) 243-3566, or fill out a form at city hall. A form must be completed by 12 pm one week before the day of the meeting. Filling out a form does not guarantee you will be added to the agenda. If a citizen opts to participate virtually, an email will be sent with the Zoom registration link.

NOTES:

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

AGENDA ITEM

Agenda Item 6.1.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: April 7, 2025

SUBJECT: Hurlburt Field and Community Partnerships - Lt. Col. Sean Stapler

BACKGROUND:

DISCUSSION:

FINANCIAL IMPACT:

RECOMMENDATION:

ATTACHMENT(S):

AGENDA ITEM

Agenda Item 6.2.

TO: Honorable Mayor and Members of the City Council

FROM:

DATE: April 7, 2025

SUBJECT: Yard of the Month

BACKGROUND:

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

DISCUSSION:

The City of Mary Esther received 0 nominations to be included in the April selection for Yard of the Month.

FINANCIAL IMPACT:

The City of Mary Esther provides a certificate to the winner along with items that contain City of Mary Esther branding, which can differ from month to month depending on the availability of items.

RECOMMENDATION:

No action is required as there were no submissions.

ATTACHMENT(S):



City of Mary Esther
Cash and Investment Balances
as of February 28, 2025

BMS Account	GENERAL FUND BANK	Summary of Investments 2/28/2025	Fund	INTEREST RATE	Purpose of Acct.
101251	FNBT BANK	\$141,160.00	410	0.00%	Cust. Utility Deposits Acct.
104300	GEN FUND FLORIDA PRIME	\$2,397,405.54	1	4.53%	GF Savings/Investment
104400	W/S FUND FLORIDA PRIME	\$347,114.67	410	4.53%	W/S Savings/Investment
101001	FNBT BANK	\$12,470,689.63	1 & 410	4.30%	Operating Acct.
101001	FNBT BANK	\$0.00	410	0.00%	Credit Card Payments Account
101210	FNBT BANK	\$0.00	1	0.00%	Payroll Account
101001	FNBT BANK	\$10,064.15	1	0.00%	HRA Account
101001	FNBT BANK	\$1,664,223.31	1 & 410	4.30%	Money Market Account
104301	FLCLASS	\$539,034.73	1	4.45%	GF Investment
104302	AMERIS BANK	\$6,544.83	1	0.00%	GF Investment

\$17,576,236.86

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: 02/28/2025

		Original	Current				
		Total Budget	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	174,616.87	1,998,073.17	1,998,073.17	-4,213,956.17
001-00-311200	AD VALOREM TAXES-DELO	-65,000.00	-65,000.00	32.79	131.10	131.10	-65,131.10
001-00-312130	TOURIST DEVELOPMENT TAX	-419,000.00	-419,000.00	0.00	0.00	0.00	-419,000.00
001-00-312410	FIRST LOCAL OPTION FUEL TAX	0.00	0.00	16,490.14	65,308.34	65,308.34	-65,308.34
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	19,716.65	78,268.42	78,268.42	-313,268.42
001-00-314200	UTILITY TAXES-COMMUNICATION SE...	-230,000.00	-230,000.00	14,393.16	66,405.49	66,405.49	-296,405.49
001-00-314300	UTILITY TAXES-WATER	-129,000.00	-129,000.00	11,386.27	53,754.50	53,754.50	-182,754.50
001-00-314400	UTILITY TAXES-GAS	-42,000.00	-42,000.00	6,457.60	16,665.63	16,665.63	-58,665.63
001-00-314800	UTILITY TAXES -PROPANE GAS	-200.00	-200.00	0.00	102.46	102.46	-302.46
001-00-316010	BUSINESS TAX - PENALTY INT	-900.00	-900.00	6.25	532.50	532.50	-1,432.50
001-00-316100	BUSINESS TAX	-95,000.00	-95,000.00	50.00	12,790.00	12,790.00	-107,790.00
001-00-322000	BUILDING PERMITS	-80,000.00	-80,000.00	120.40	1,973.59	1,973.59	-81,973.59
001-00-323100	ELECTRICITY FRANCHISE FEES	-210,000.00	-210,000.00	15,628.69	59,636.58	59,636.58	-269,636.58
001-00-323400	GAS FRANCHISE FEES	-40,000.00	-40,000.00	6,283.67	15,517.57	15,517.57	-55,517.57
001-00-329050	TRACKING FEES	-1,500.00	-1,500.00	160.00	1,180.00	1,180.00	-2,680.00
001-00-335120	STATE REVENUE SHARING PROCEEDS	-210,000.00	-210,000.00	16,257.58	84,500.62	84,500.62	-294,500.62
001-00-335150	ALCOHOLIC BEVERAGE LICENSES	-500.00	-500.00	734.16	734.16	734.16	-1,234.16
001-00-335180	LOCAL GOVERNMENT 1/2 SALES TAX	-500,000.00	-500,000.00	36,765.19	154,956.87	154,956.87	-654,956.87
001-00-338200	INTERGOV REV-COUNTY BUSINESS TAX	-3,000.00	-3,000.00	86.24	1,494.70	1,494.70	-4,494.70
001-00-338210	INTERGOV REV - LIBRARY COOP	-63,000.00	-63,000.00	0.00	32,847.00	32,847.00	-95,847.00
001-00-341901	FIRE DEPARTMENT FEES	-13,000.00	-13,000.00	3,137.00	5,979.00	5,979.00	-18,979.00
001-00-341902	NOTARY FEE REVENUE	0.00	0.00	20.00	70.00	70.00	-70.00
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	90.00	330.00	330.00	-830.00
001-00-343800	CEMETERY FEES	-100.00	-100.00	0.00	100.00	100.00	-200.00
001-00-344210	BOAT LAUNCH DAILY PERMIT	-500.00	-500.00	0.00	164.00	164.00	-664.00
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	140.00	680.00	680.00	-2,180.00
001-00-351100	COURT FINES	-6,000.00	-6,000.00	536.97	3,238.61	3,238.61	-9,238.61
001-00-352000	LIBRARY FINES/LOST BOOKS	-1,500.00	-1,500.00	0.00	768.92	768.92	-2,268.92
001-00-354100	VIOLATION OF LOCAL ORDINANCE	-2,500.00	-2,500.00	0.00	297.00	297.00	-2,797.00
001-00-361000	INTEREST AND OTHER EARNINGS	0.00	0.00	1.11	6.37	6.37	-6.37
001-00-361100	INTEREST INCOME	-250,000.00	-250,000.00	31,382.79	166,070.93	166,070.93	-416,070.93
001-00-364400	SALE OF EQUIPMENT	0.00	0.00	1,150.00	1,150.00	1,150.00	-1,150.00
001-00-365100	SCRAP SALES	0.00	0.00	0.00	138.00	138.00	-138.00
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	1,633.66	4,270.23	4,270.23	-4,270.23
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	357,277.19	2,828,135.76	2,828,135.76	-9,365,169.76
Revenue Total:		-6,537,034.00	-6,537,034.00	357,277.19	2,828,135.76	2,828,135.76	-9,365,169.76

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 02/28/2025

		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	1,850.00	7,840.00	7,840.00	18,560.00
001-11-51100-2110	SOCIAL SECURITY TAXES	1,637.00	1,637.00	114.70	486.08	486.08	1,150.92
001-11-51100-2410	WORKER'S COMPENSATION	600.00	600.00	0.00	102.22	102.22	497.78
001-11-51100-3000	MEDICARE INSURANCE	383.00	383.00	26.85	113.81	113.81	269.19
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	88.44	5,595.78	8,401.82	5,598.18
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	400.00	400.00	675.00	3,825.00
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	49.00	199.00	199.00	1,201.00
001-11-51100-5290	OPERATING SUPPLIES	1,510.00	1,510.00	15.05	219.75	219.75	1,290.25
001-11-51100-5410	BOOKS, PUBS, SUBS & MEMBS	4,767.00	4,767.00	475.00	3,831.00	4,231.00	536.00
Department: 11 - MAYOR AND CITY COUNCIL Total:		67,247.00	67,247.00	3,019.04	18,787.64	22,268.68	44,978.32
Activity: 51100 - LEGISLATIVE Total:		67,247.00	67,247.00	3,019.04	18,787.64	22,268.68	44,978.32
Activity: 51200 - EXECUTIVE							
Department: 12 - CITY MANAGER							
001-12-51200-1210	SALARIES	173,945.00	173,945.00	13,067.80	67,948.79	67,948.79	105,996.21
001-12-51200-2110	SOCIAL SECURITY TAXES	10,785.00	10,785.00	810.96	4,216.55	4,216.55	6,568.45
001-12-51200-2210	RETIREMENT	24,352.00	24,352.00	1,831.18	7,835.47	7,835.47	16,516.53
001-12-51200-2310	EMPLOYEE INSURANCE	28,630.00	28,630.00	1,875.79	11,256.85	11,256.85	17,373.15
001-12-51200-2410	WORKER'S COMPENSATION	170.00	170.00	0.00	28.96	28.96	141.04
001-12-51200-3000	MEDICARE INSURANCE	2,522.00	2,522.00	189.65	986.17	986.17	1,535.83
001-12-51200-4010	TRAVEL & PER DIEM	6,100.00	6,100.00	0.00	0.00	792.69	5,307.31
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	50.00	50.00	50.00	3,450.00
001-12-51200-5290	OPERATING SUPPLIES	2,500.00	2,500.00	82.98	373.65	373.65	2,126.35
001-12-51200-5410	BOOKS, PUBS, SUBS & MEMBS	1,500.00	1,500.00	0.00	397.00	397.00	1,103.00
Department: 12 - CITY MANAGER Total:		254,364.00	254,364.00	17,908.36	93,093.44	93,886.13	160,477.87
Activity: 51200 - EXECUTIVE Total:		254,364.00	254,364.00	17,908.36	93,093.44	93,886.13	160,477.87
Activity: 51300 - FINANCE							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51300-1210	SALARIES	74,886.00	74,886.00	5,584.33	29,800.59	29,800.59	45,085.41
001-13-51300-2110	SOCIAL SECURITY TAXES	4,643.00	4,643.00	345.67	1,844.59	1,844.59	2,798.41
001-13-51300-2210	RETIREMENT	10,484.00	10,484.00	717.42	2,170.51	2,170.51	8,313.49
001-13-51300-2310	EMPLOYEE INSURANCE	4,710.00	4,710.00	291.70	1,750.20	1,750.20	2,959.80
001-13-51300-2410	WORKER'S COMPENSATION	70.00	70.00	0.00	11.93	11.93	58.07
001-13-51300-3000	MEDICARE INSURANCE	1,086.00	1,086.00	80.86	431.51	431.51	654.49
001-13-51300-3210	ACCOUNTING AND AUDITING	26,250.00	26,250.00	0.00	15,250.00	15,250.00	11,000.00
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	75.00	295.19	295.19	1,604.81
001-13-51300-4921	BANK FEES	1,000.00	1,000.00	50.00	330.57	330.57	669.43
001-13-51300-4930	TRAINING	2,500.00	2,500.00	0.00	0.00	550.00	1,950.00
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	166.47	166.47	983.53
001-13-51300-5410	BOOKS, PUBS, SUBS & MEMBS	855.00	855.00	255.00	305.00	305.00	550.00
Department: 13 - ADMINISTRATIVE SERVICES Total:		134,534.00	134,534.00	7,399.98	52,356.56	52,906.56	81,627.44
Activity: 51300 - FINANCE Total:		134,534.00	134,534.00	7,399.98	52,356.56	52,906.56	81,627.44
Activity: 51310 - HUMAN RESOURCES							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51310-1210	SALARIES	13,366.00	13,366.00	971.11	4,952.68	4,952.68	8,413.32
001-13-51310-2110	SOCIAL SECURITY TAXES	829.00	829.00	60.20	307.03	307.03	521.97
001-13-51310-2210	RETIREMENT	1,871.00	1,871.00	135.96	271.93	271.93	1,599.07
001-13-51310-2220	RETIRED EMPLOYEE LIFE INSURANCE	850.00	850.00	50.22	301.32	301.32	548.68
001-13-51310-2230	RETIRED EMPLOYEE DENTAL INSURA...	4,700.00	4,700.00	344.99	2,037.88	2,037.88	2,662.12

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 02/28/2025

		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	215.14	1,299.68	1,299.68	2,100.32
001-13-51310-2410	WORKER'S COMPENSATION	20.00	20.00	0.00	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	14.08	71.75	71.75	122.25
001-13-51310-3100	PROFESSIONAL SERVICES	11,200.00	11,200.00	0.00	4,249.98	4,249.98	6,950.02
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	86.80	86.80	2,413.20
001-13-51310-4540	EMPLOYEE APPRECIATION	5,250.00	5,250.00	102.07	4,363.09	4,363.09	886.91
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	13,151.44	13,151.44	13,098.56
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	35.99	35.99	464.01
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	1,893.77	31,132.98	31,132.98	51,947.02
Activity: 51310 - HUMAN RESOURCES Total:		83,080.00	83,080.00	1,893.77	31,132.98	31,132.98	51,947.02
Activity: 51400 - LEGAL							
Department: 14 - CITY ATTORNEY							
001-14-51400-3111	LEGAL COUNSEL	65,000.00	65,000.00	10,874.50	15,290.00	15,290.00	49,710.00
Department: 14 - CITY ATTORNEY Total:		65,000.00	65,000.00	10,874.50	15,290.00	15,290.00	49,710.00
Activity: 51400 - LEGAL Total:		65,000.00	65,000.00	10,874.50	15,290.00	15,290.00	49,710.00
Activity: 51500 - PLANNING AND ZONING							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-51500-1210	SALARIES	99,488.00	99,488.00	7,351.94	39,065.00	39,065.00	60,423.00
001-30-51500-2110	SOCIAL SECURITY TAXES	6,168.00	6,168.00	455.83	2,422.12	2,422.12	3,745.88
001-30-51500-2210	RETIREMENT	13,928.00	13,928.00	890.24	4,188.34	4,188.34	9,739.66
001-30-51500-2310	EMPLOYEE INSURANCE	23,670.00	23,670.00	1,508.82	9,053.42	9,053.42	14,616.58
001-30-51500-2410	WORKER'S COMPENSATION	320.00	320.00	0.00	11.93	11.93	308.07
001-30-51500-3000	MEDICARE INSURANCE	1,443.00	1,443.00	106.63	566.52	566.52	876.48
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	0.00	228.75	228.75	61.25
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	1,784.61	2,584.33	2,584.33	415.67
001-30-51500-5110	OFFICE SUPPLIES	150.00	150.00	0.00	0.00	0.00	150.00
001-30-51500-5290	OPERATING SUPPLIES	0.00	0.00	0.00	180.00	180.00	-180.00
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	12,098.07	58,300.41	58,300.41	183,256.59
Activity: 51500 - PLANNING AND ZONING Total:		241,557.00	241,557.00	12,098.07	58,300.41	58,300.41	183,256.59
Activity: 51600 - NON-COURT INFORMATION SYSTEMS							
Department: 16 - CITY CLERK							
001-16-51600-1210	SALARIES	77,595.00	77,595.00	5,641.10	30,179.87	30,179.87	47,415.13
001-16-51600-2110	SOCIAL SECURITY TAXES	4,811.00	4,811.00	349.74	1,871.13	1,871.13	2,939.87
001-16-51600-2210	RETIREMENT	10,863.00	10,863.00	789.76	4,225.20	4,225.20	6,637.80
001-16-51600-2310	EMPLOYEE INSURANCE	17,300.00	17,300.00	1,071.14	6,426.90	6,426.90	10,873.10
001-16-51600-2410	WORKER'S COMPENSATION	100.00	100.00	0.00	17.04	17.04	82.96
001-16-51600-3000	MEDICARE INSURANCE	1,125.00	1,125.00	81.80	437.62	437.62	687.38
001-16-51600-3100	PROFESSIONAL SERVICES	2,350.00	2,350.00	75.39	370.07	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	75.00	330.00	330.00	1,370.00
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	24.50	119.45	119.45	1,180.55
001-16-51600-5410	BOOKS, PUBS, SUBS & MEMBS	800.00	800.00	0.00	264.00	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: 02/28/2025

		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	8,108.43	44,241.28	44,831.21	82,112.79
	Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:	126,944.00	126,944.00	8,108.43	44,241.28	44,831.21	82,112.79
	Activity: 51610 - INFORMATION TECHNOLOGY						
	Department: 13 - ADMINISTRATIVE SERVICES						
001-13-51610-3100	PROFESSIONAL SERVICES	32,500.00	32,500.00	4,332.25	10,799.75	10,799.75	21,700.25
001-13-51610-4110	TELEPHONE & INTERNET	14,000.00	14,000.00	439.75	2,161.03	2,161.03	11,838.97
001-13-51610-4655	COMPUTER HARDWARE & SOFTWARE...	87,404.00	87,404.00	5,277.78	30,122.20	30,545.86	56,858.14
001-13-51610-4660	COPIER MAINTENANCE	7,900.00	7,900.00	1,584.96	3,024.48	9,058.14	-1,158.14
001-13-51610-6400	COMPUTER SOFTWARE & EQUIPMENT	42,500.00	42,500.00	0.00	79.46	79.46	42,420.54
	Department: 13 - ADMINISTRATIVE SERVICES Total:	184,304.00	184,304.00	11,634.74	46,186.92	52,644.24	131,659.76
	Activity: 51610 - INFORMATION TECHNOLOGY Total:	184,304.00	184,304.00	11,634.74	46,186.92	52,644.24	131,659.76
	Activity: 51900 - GENERAL GOVERNMENT						
	Department: 99 - NON DEPARTMENTAL						
001-99-51900-4100	POSTAGE & SHIPPING	4,200.00	4,200.00	15.00	1,406.15	1,406.15	2,793.85
001-99-51900-4520	LIABILITY INSURANCE	56,940.00	56,940.00	0.00	36,862.50	36,862.50	20,077.50
001-99-51900-5110	OFFICE SUPPLIES	4,000.00	4,000.00	0.00	528.44	802.71	3,197.29
001-99-51900-5410	BOOKS, PUBS, SUBS & MEMBS	900.00	900.00	0.00	0.00	0.00	900.00
	Department: 99 - NON DEPARTMENTAL Total:	66,040.00	66,040.00	15.00	38,797.09	39,071.36	26,968.64
	Activity: 51900 - GENERAL GOVERNMENT Total:	66,040.00	66,040.00	15.00	38,797.09	39,071.36	26,968.64
	Activity: 51910 - FACILITIES						
	Department: 50 - PUBLIC WORKS						
001-50-51910-1210	SALARIES	52,293.00	52,293.00	2,595.39	16,477.61	16,477.61	35,815.39
001-50-51910-1310	PART-TIME SALARIES	11,200.00	11,200.00	387.73	2,084.02	2,084.02	9,115.98
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	184.96	1,150.87	1,150.87	2,817.13
001-50-51910-2210	RETIREMENT	7,391.00	7,391.00	68.22	504.14	504.14	6,886.86
001-50-51910-2310	EMPLOYEE INSURANCE	17,850.00	17,850.00	129.78	4,792.88	4,792.88	13,057.12
001-50-51910-2410	WORKER'S COMPENSATION	3,490.00	3,490.00	0.00	362.63	362.63	3,127.37
001-50-51910-3000	MEDICARE INSURANCE	928.00	928.00	43.26	269.15	269.15	658.85
001-50-51910-3100	PROFESSIONAL SERVICES	20,450.00	20,450.00	1,280.00	3,560.00	5,291.00	15,159.00
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	2,399.08	7,792.31	7,792.31	22,207.69
001-50-51910-4320	WATER	12,000.00	12,000.00	616.48	3,382.11	3,382.11	8,617.89
001-50-51910-4330	SOLID WASTE	7,500.00	7,500.00	247.29	1,199.61	1,199.61	6,300.39
001-50-51910-4340	NATURAL GAS	2,500.00	2,500.00	248.55	454.92	454.92	2,045.08
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	0.00	24,111.00	24,111.00	-5,211.00
001-50-51910-4522	VEHICLE INSURANCE	1,050.00	1,050.00	0.00	652.50	652.50	397.50
001-50-51910-4611	BUILDING R & M	20,000.00	20,000.00	949.30	4,005.95	6,098.95	13,901.05
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	517.65	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	74.96	74.96	675.04
001-50-51910-5210	FUEL, OIL, & LUBRICANTS	5,000.00	5,000.00	209.83	699.19	699.19	4,300.81
001-50-51910-5220	UNIFORMS	1,000.00	1,000.00	0.00	191.46	191.46	808.54
001-50-51910-5221	PERSONAL PROTECTIVE EQUIPMENT	1,000.00	1,000.00	0.00	242.14	242.14	757.86
001-50-51910-5230	JANITORIAL SUPPLIES	2,500.00	2,500.00	0.00	449.93	579.82	1,920.18
001-50-51910-5231	SEASONAL DECORATIONS	0.00	0.00	0.00	392.52	392.52	-392.52
001-50-51910-5260	TOOLS	1,000.00	1,000.00	75.96	75.96	75.96	924.04
001-50-51910-5270	MACHINERY & EQUIPMENT	1,500.00	1,500.00	0.00	193.35	193.35	1,306.65
001-50-51910-5290	OPERATING SUPPLIES	7,500.00	7,500.00	58.79	899.17	899.17	6,600.83
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	1,006.63	23,857.34	601,139.46	217,534.54
	Department: 50 - PUBLIC WORKS Total:	1,058,044.00	1,058,044.00	10,501.25	98,393.37	679,629.38	378,414.62
	Activity: 51910 - FACILITIES Total:	1,058,044.00	1,058,044.00	10,501.25	98,393.37	679,629.38	378,414.62

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 02/28/2025

		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	24,972.42	124,682.10	124,682.10	186,105.90
Department: 20 - PUBLIC SAFETY Total:		310,788.00	310,788.00	24,972.42	124,682.10	124,682.10	186,105.90
Activity: 52100 - LAW ENFORCEMENT Total:		310,788.00	310,788.00	24,972.42	124,682.10	124,682.10	186,105.90
Activity: 52200 - FIRE							
Department: 20 - PUBLIC SAFETY							
001-20-52200-3405	CONTRACT FOR SERVICES	1,147,687.00	1,147,687.00	0.00	286,921.70	286,921.70	860,765.30
Department: 20 - PUBLIC SAFETY Total:		1,147,687.00	1,147,687.00	0.00	286,921.70	286,921.70	860,765.30
Activity: 52200 - FIRE Total:		1,147,687.00	1,147,687.00	0.00	286,921.70	286,921.70	860,765.30
Activity: 52400 - CODE COMPLIANCE							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-52400-1210	SALARIES	57,350.00	57,350.00	4,294.13	22,945.17	22,945.17	34,404.83
001-30-52400-2110	SOCIAL SECURITY TAXES	3,556.00	3,556.00	266.25	1,422.67	1,422.67	2,133.33
001-30-52400-2210	RETIREMENT	8,029.00	8,029.00	419.12	2,184.90	2,184.90	5,844.10
001-30-52400-2310	EMPLOYEE INSURANCE	13,850.00	13,850.00	869.89	5,219.34	5,219.34	8,630.66
001-30-52400-2410	WORKER'S COMPENSATION	710.00	710.00	0.00	336.20	336.20	373.80
001-30-52400-3000	MEDICARE INSURANCE	832.00	832.00	62.26	332.69	332.69	499.31
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	29.40	117.60	117.60	382.40
001-30-52400-4522	VEHICLE INSURANCE	290.00	290.00	0.00	229.72	229.72	60.28
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	35.99	35.99	114.01
001-30-52400-5210	FUEL, OIL, & LUBRICANTS	1,300.00	1,300.00	0.00	397.57	397.57	902.43
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	240.00	240.00	10.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		90,817.00	90,817.00	5,941.05	33,461.85	33,461.85	57,355.15
Activity: 52400 - CODE COMPLIANCE Total:		90,817.00	90,817.00	5,941.05	33,461.85	33,461.85	57,355.15
Activity: 52410 - BUILDING							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-52410-1210	SALARIES	48,185.00	48,185.00	3,566.21	18,815.55	18,815.55	29,369.45
001-30-52410-2110	SOCIAL SECURITY TAXES	2,987.00	2,987.00	221.08	1,166.34	1,166.34	1,820.66
001-30-52410-2210	RETIREMENT	6,746.00	6,746.00	386.28	1,766.79	1,766.79	4,979.21
001-30-52410-2310	EMPLOYEE INSURANCE	13,580.00	13,580.00	858.38	5,150.78	5,150.78	8,429.22
001-30-52410-2410	WORKER'S COMPENSATION	170.00	170.00	0.00	3.41	3.41	166.59
001-30-52410-3000	MEDICARE INSURANCE	699.00	699.00	51.69	272.74	272.74	426.26
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	0.00	228.75	228.75	61.25
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	5,083.64	27,404.36	27,404.36	126,252.64
Activity: 52410 - BUILDING Total:		153,657.00	153,657.00	5,083.64	27,404.36	27,404.36	126,252.64
Activity: 53800 - STORMWATER							
Department: 50 - PUBLIC WORKS							
001-50-53800-1210	SALARIES	95,502.00	95,502.00	7,358.63	38,274.60	38,274.60	57,227.40
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	455.41	2,368.59	2,368.59	3,583.41
001-50-53800-2210	RETIREMENT	13,440.00	13,440.00	614.59	3,234.82	3,234.82	10,205.18
001-50-53800-2310	EMPLOYEE INSURANCE	28,350.00	28,350.00	1,776.76	10,618.43	10,618.43	17,731.57
001-50-53800-2410	WORKER'S COMPENSATION	4,360.00	4,360.00	0.00	1,528.63	1,528.63	2,831.37
001-50-53800-3000	MEDICARE INSURANCE	1,392.00	1,392.00	106.53	554.16	554.16	837.84
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	0.00	652.50	652.50	397.50
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: 02/28/2025

		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	15.87	1,114.62	1,114.62	4,385.38
001-50-53800-4930	TRAINING	0.00	0.00	0.00	0.00	219.00	-219.00
001-50-53800-5220	UNIFORMS	250.00	250.00	0.00	0.00	0.00	250.00
001-50-53800-5295	OPERATING SUPPLIES/JANITORIAL	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	375.00	2,125.00
001-50-53800-6310	INFRASTRUCTURE	1,104,703.00	1,104,703.00	97,837.20	97,837.20	617,896.59	486,806.41
Department: 50 - PUBLIC WORKS Total:		1,286,749.00	1,286,749.00	108,164.99	156,183.55	676,955.52	609,793.48
Activity: 53800 - STORMWATER Total:		1,286,749.00	1,286,749.00	108,164.99	156,183.55	676,955.52	609,793.48

Activity: 54100 - STREETS

Department: 50 - PUBLIC WORKS

001-50-54100-1210	SALARIES	95,502.00	95,502.00	7,358.53	38,273.95	38,273.95	57,228.05
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	455.33	2,367.96	2,367.96	3,584.04
001-50-54100-2210	RETIREMENT	13,440.00	13,440.00	614.53	3,234.34	3,234.34	10,205.66
001-50-54100-2310	EMPLOYEE INSURANCE	28,350.00	28,350.00	1,776.76	10,618.43	10,618.43	17,731.57
001-50-54100-2410	WORKER'S COMPENSATION	4,360.00	4,360.00	0.00	1,657.12	1,657.12	2,702.88
001-50-54100-3000	MEDICARE INSURANCE	1,392.00	1,392.00	106.46	553.56	553.56	838.44
001-50-54100-3100	PROFESSIONAL SERVICES	0.00	0.00	0.00	625.00	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	4,267.04	18,461.48	18,461.48	41,538.52
001-50-54100-4320	WATER	500.00	500.00	33.35	131.82	131.82	368.18
001-50-54100-4330	Solid Waste	10,000.00	10,000.00	3,741.85	4,212.65	9,470.80	529.20
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	0.00	947.78	947.78	102.22
001-50-54100-4610	VEHICLE R & M	4,000.00	4,000.00	209.96	822.70	822.70	3,177.30
001-50-54100-4615	FENCING AND LANDSCAPING	2,500.00	2,500.00	123.54	179.34	454.74	2,045.26
001-50-54100-4623	HEAVY EQUIPMENT R & M	15,000.00	15,000.00	0.00	3,977.78	3,977.78	11,022.22
001-50-54100-4631	STREET REPAVING	61,000.00	61,000.00	1,512.00	6,098.15	13,491.00	47,509.00
001-50-54100-4636	TRAFFIC CONTROL/SIGNS R&M	6,000.00	6,000.00	442.50	442.50	974.66	5,025.34
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
001-50-54100-4906	OTHER CHARGES	0.00	0.00	0.00	130.54	130.54	-130.54
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	209.81	1,174.64	1,174.64	4,825.36
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	35.82	111.78	111.78	638.22
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	58.98	161.05	315.05	4,684.95
001-50-54100-5290	OPERATING SUPPLIES	4,000.00	4,000.00	93.55	221.50	580.35	3,419.65
001-50-54100-5410	BOOKS, PUBS, SUBS & MEMBS	500.00	500.00	0.00	0.00	407.00	93.00
001-50-54100-6310	INFRASTRUCTURE	980,863.00	980,863.00	784,271.70	784,422.70	879,422.70	101,440.30
001-50-54100-6410	MACHINERY & EQUIPMENT	300,000.00	300,000.00	0.00	228,145.00	289,430.00	10,570.00
Department: 50 - PUBLIC WORKS Total:		1,626,959.00	1,626,959.00	805,311.71	1,106,971.77	1,277,635.18	349,323.82
Activity: 54100 - STREETS Total:		1,626,959.00	1,626,959.00	805,311.71	1,106,971.77	1,277,635.18	349,323.82

Activity: 56200 - ANIMAL CONTROL

Department: 30 - COMMUNITY DEVELOPMENT

001-30-56200-3410	ANIMAL CONTROL	5,000.00	5,000.00	2,505.00	2,505.00	2,505.00	2,495.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		5,000.00	5,000.00	2,505.00	2,505.00	2,505.00	2,495.00
Activity: 56200 - ANIMAL CONTROL Total:		5,000.00	5,000.00	2,505.00	2,505.00	2,505.00	2,495.00

Activity: 57100 - LIBRARY

Department: 71 - LIBRARY

001-71-57100-1210	SALARIES	278,192.00	278,192.00	20,932.19	127,142.92	127,142.92	151,049.08
001-71-57100-1310	SALARIES - PART TIME	47,552.00	47,552.00	3,674.55	13,853.68	13,853.68	33,698.32
001-71-57100-2110	SOCIAL SECURITY TAXES	20,196.00	20,196.00	1,519.40	8,701.12	8,701.12	11,494.88
001-71-57100-2210	RETIREMENT	38,947.00	38,947.00	2,029.56	12,925.83	12,925.83	26,021.17
001-71-57100-2310	EMPLOYEE INSURANCE	78,223.00	78,223.00	4,292.94	24,635.18	24,635.18	53,587.82
001-71-57100-2410	WORKER'S COMPENSATION	700.00	700.00	0.00	119.26	119.26	580.74

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 02/28/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-71-57100-3000	MEDICARE INSURANCE	4,723.00	4,723.00	355.34	2,034.94	2,034.94	2,688.06
001-71-57100-4010	TRAVEL & PER DIEM	1,200.00	1,200.00	0.00	402.10	402.10	797.90
001-71-57100-4100	POSTAGE & SHIPPING	1,000.00	1,000.00	0.00	309.69	309.69	690.31
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	285.72	1,023.21	1,023.21	876.79
001-71-57100-4930	TRAINING	0.00	0.00	0.00	120.00	120.00	-120.00
001-71-57100-5110	OFFICE SUPPLIES	2,700.00	2,700.00	156.20	473.48	473.48	2,226.52
001-71-57100-5410	BOOKS, PUBS, SUBS & MEMBS	16,000.00	16,000.00	885.43	4,458.15	4,758.15	11,241.85
001-71-57100-5417	LIBRARY E-BOOK LEASES	15,000.00	15,000.00	4,800.00	4,800.00	4,800.00	10,200.00
001-71-57100-5420	MEMBERSHIPS	1,200.00	1,200.00	0.00	152.00	152.00	1,048.00
Department: 71 - LIBRARY Total:		508,733.00	508,733.00	38,931.33	201,151.56	201,451.56	307,281.44
Activity: 57100 - LIBRARY Total:		508,733.00	508,733.00	38,931.33	201,151.56	201,451.56	307,281.44
Activity: 57200 - PARKS							
Department: 50 - PUBLIC WORKS							
001-50-57200-1210	SALARIES	118,320.00	118,320.00	5,782.35	37,292.42	37,292.42	81,027.58
001-50-57200-1310	PART-TIME SALARIES	26,133.00	26,133.00	904.67	4,862.63	4,862.63	21,270.37
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	414.60	2,613.69	2,613.69	6,373.31
001-50-57200-2210	RETIREMENT	16,635.00	16,635.00	142.74	1,122.18	1,122.18	15,512.82
001-50-57200-2310	EMPLOYEE INSURANCE	40,800.00	40,800.00	283.42	11,086.80	11,086.80	29,713.20
001-50-57200-2410	WORKER'S COMPENSATION	8,140.00	8,140.00	0.00	846.13	846.13	7,293.87
001-50-57200-3000	MEDICARE INSURANCE	2,102.00	2,102.00	96.96	611.21	611.21	1,490.79
001-50-57200-3100	PROFESSIONAL SERVICES	100,000.00	100,000.00	0.00	4,236.25	84,664.00	15,336.00
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	341.43	1,370.18	1,370.18	4,129.82
001-50-57200-4320	WATER	4,000.00	4,000.00	253.83	1,006.05	1,006.05	2,993.95
001-50-57200-4330	SOLID WASTE	500.00	500.00	0.00	181.33	181.33	318.67
001-50-57200-4521	PROPERTY INSURANCE	8,450.00	8,450.00	0.00	5,945.25	5,945.25	2,504.75
001-50-57200-4522	VEHICLE INSURANCE	1,050.00	1,050.00	0.00	652.50	652.50	397.50
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	897.49	1,724.08	1,724.08	28,275.92
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	209.81	901.79	901.79	5,098.21
001-50-57200-5231	SEASONAL DECORATIONS	5,000.00	5,000.00	0.00	5,960.00	5,960.00	-960.00
001-50-57200-5270	MACHINERY & EQUIPMENT	3,000.00	3,000.00	21.99	697.00	697.00	2,303.00
001-50-57200-5290	OPERATING SUPPLIES	10,000.00	10,000.00	40.28	165.77	165.77	9,834.23
001-50-57200-5295	OPERATING SUPPLIES/JANITORIAL	0.00	0.00	0.00	35.92	35.92	-35.92
001-50-57200-5410	BOOKS, PUBS, SUBS & MEMBS	100.00	100.00	35.00	35.00	35.00	65.00
001-50-57200-5741	COMMUNITY EVENTS	15,000.00	15,000.00	0.00	3,325.37	3,750.37	11,249.63
001-50-57200-6310	INFRASTRUCTURE	908,100.00	908,100.00	10,709.25	77,505.39	100,984.80	807,115.20
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	20,133.82	162,176.94	266,509.10	1,080,307.90
Activity: 57200 - PARKS Total:		1,346,817.00	1,346,817.00	20,133.82	162,176.94	266,509.10	1,080,307.90
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	1,094,497.10	2,598,038.52	3,987,487.32	5,081,067.68
Fund: 001 - GENERAL FUND Surplus (Deficit):		-15,605,589.00	-15,605,589.00	-737,219.91	230,097.24	-1,159,351.56	-14,446,237.44

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 02/28/2025

	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	53,569.27	175,743.97	175,743.97	-675,743.97
101-00-361100 INTEREST INCOME	-50,000.00	-50,000.00	9,470.67	49,259.28	49,259.28	-99,259.28
Department: 00 - UNDESIGNATED Total:	-550,000.00	-550,000.00	63,039.94	225,003.25	225,003.25	-775,003.25
Revenue Total:	-550,000.00	-550,000.00	63,039.94	225,003.25	225,003.25	-775,003.25

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 02/28/2025

	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	63,039.94	225,003.25	225,003.25	-1,638,241.25

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 02/28/2025

		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	114,526.64	488,108.88	488,108.88	-1,769,108.88
410-00-343320	WATER UTIL - PENALTIES	-20,000.00	-20,000.00	3,108.03	14,563.53	14,563.53	-34,563.53
410-00-343340	BACKFLOW PREVENTER INSPECTION F...	-3,500.00	-3,500.00	1,800.00	3,450.00	3,450.00	-6,950.00
410-00-343351	TURN-ON & CUT-OFF FEES	-6,000.00	-6,000.00	420.00	2,340.00	2,340.00	-8,340.00
410-00-343510	SEWER UTIL REV - OPER INCOME	-1,806,000.00	-1,806,000.00	157,961.66	686,168.71	686,168.71	-2,492,168.71
410-00-343520	SEWER UTILITY PENALTIES	-20,000.00	-20,000.00	1,439.85	7,367.25	7,367.25	-27,367.25
410-00-359000	OTHER REVENUE & RETURN CHECKS	-200.00	-200.00	40.00	602.46	602.46	-802.46
410-00-361000	INTEREST AND OTHER EARNINGS	-100,000.00	-100,000.00	18,413.99	97,251.69	97,251.69	-197,251.69
410-00-364400	SALE OF EQUIPMENT	0.00	0.00	0.00	1,200.00	1,200.00	-1,200.00
410-00-369600	LEASE/RENTAL ELEVATED TANK REV	-199,000.00	-199,000.00	9,679.86	81,977.80	81,977.80	-280,977.80
410-00-369900	MISCELLANEOUS REVENUE - OTHER	0.00	0.00	0.00	14,662.70	14,662.70	-14,662.70
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	307,390.03	1,397,693.02	1,397,693.02	-7,125,457.02
Revenue Total:		-5,727,764.00	-5,727,764.00	307,390.03	1,397,693.02	1,397,693.02	-7,125,457.02

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 02/28/2025

		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	8,520.06	45,364.99	45,364.99	67,188.01
410-50-53300-2110	SOCIAL SECURITY TAXES	6,978.00	6,978.00	526.72	2,855.70	2,855.70	4,122.30
410-50-53300-2210	RETIREMENT	15,757.00	15,757.00	840.51	3,659.02	3,659.02	12,097.98
410-50-53300-2310	EMPLOYEE INSURANCE	27,555.00	27,555.00	1,731.08	10,386.48	10,386.48	17,168.52
410-50-53300-2410	WORKER'S COMPENSATION	145.00	145.00	0.00	20.44	20.44	124.56
410-50-53300-3000	MEDICARE INSURANCE	1,632.00	1,632.00	123.18	667.94	667.94	964.06
410-50-53300-3100	PROFESSIONAL SERVICES	148,543.00	148,543.00	0.00	25,888.15	194,000.93	-45,457.93
410-50-53300-3150	ENGINEERING, CONSULTING SERVICES	15,000.00	15,000.00	1,280.62	3,378.74	6,379.37	8,620.63
410-50-53300-3210	ACCOUNTING AND AUDITING	11,700.00	11,700.00	0.00	7,625.00	7,625.00	4,075.00
410-50-53300-3405	CONTRACT FOR SERVICES	850,000.00	850,000.00	6,231.59	357,973.99	357,973.99	492,026.01
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	398.63	2,185.71	2,185.71	3,314.29
410-50-53300-4110	TELEPHONE & INTERNET	6,200.00	6,200.00	357.63	1,430.98	1,430.98	4,769.02
410-50-53300-4310	ELECTRICITY	0.00	0.00	0.00	1.00	1.00	-1.00
410-50-53300-4521	PROPERTY INSURANCE	35,250.00	35,250.00	0.00	24,513.00	24,513.00	10,737.00
410-50-53300-4613	GROUNDS MAINTENANCE	20,000.00	20,000.00	7,500.00	7,500.00	7,500.00	12,500.00
410-50-53300-4617	WATER SYSTEMS MAINTENANCE	80,600.00	80,600.00	0.00	5,540.00	8,353.20	72,246.80
410-50-53300-4644	ELEVATED TANKS MAINTENANCE CO...	70,000.00	70,000.00	0.00	17,750.00	71,000.00	-1,000.00
410-50-53300-4650	COMPUTER OPERATIONS AND MAINT...	24,130.00	24,130.00	563.50	2,172.25	2,172.25	21,957.75
410-50-53300-4710	PRINTING & BINDING	3,500.00	3,500.00	342.53	1,067.44	1,067.44	2,432.56
410-50-53300-4905	OPERATING PERMITS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
410-50-53300-4906	OTHER CHARGES	1,500.00	1,500.00	37.70	214.10	509.05	990.95
410-50-53300-4915	CREDIT CARD PROCESSING FEES	23,000.00	23,000.00	1,323.35	7,664.36	7,664.36	15,335.64
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	2,248.02	4,673.02	14,007.44	35,992.56
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	330.00	1,201.54	1,201.54	298.46
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	10,620.00	55,460.00	55,460.00	985,690.00
410-50-53300-6410	MACHINERY & EQUIPMENT	88,000.00	88,000.00	1,252.28	1,252.28	1,252.28	86,747.72
Department: 50 - PUBLIC WORKS Total:		2,660,693.00	2,660,693.00	44,227.40	590,446.13	827,252.11	1,833,440.89
Activity: 53300 - WATER Total:		2,660,693.00	2,660,693.00	44,227.40	590,446.13	827,252.11	1,833,440.89
Activity: 53500 - SEWER							
Department: 50 - PUBLIC WORKS							
410-50-53500-1210	SALARIES	112,553.00	112,553.00	8,519.94	45,364.26	45,364.26	67,188.74
410-50-53500-2110	SOCIAL SECURITY TAXES	6,978.00	6,978.00	526.66	2,855.14	2,855.14	4,122.86
410-50-53500-2210	RETIREMENT	15,757.00	15,757.00	840.41	3,658.22	3,658.22	12,098.78
410-50-53500-2310	EMPLOYEE INSURANCE	27,555.00	27,555.00	1,731.08	10,386.48	10,386.48	17,168.52
410-50-53500-2410	WORKER'S COMPENSATION	145.00	145.00	0.00	20.44	20.44	124.56
410-50-53500-3000	MEDICARE INSURANCE	1,632.00	1,632.00	123.17	667.51	667.51	964.49
410-50-53500-3150	ENGINEERING, CONSULT. SERVICES & ...	15,000.00	15,000.00	1,280.63	8,468.76	25,929.38	-10,929.38
410-50-53500-3210	ACCOUNTING AND AUDITING	11,700.00	11,700.00	0.00	7,625.00	7,625.00	4,075.00
410-50-53500-3405	CONTRACT FOR SERVICES	850,000.00	850,000.00	6,231.59	357,974.04	357,974.04	492,025.96
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	398.62	2,044.62	2,044.62	3,455.38
410-50-53500-4110	TELEPHONE & INTERNET	3,800.00	3,800.00	200.98	1,004.93	1,004.93	2,795.07
410-50-53500-4320	WATER	37,000.00	37,000.00	2,954.84	10,618.19	10,618.19	26,381.81
410-50-53500-4400	SPRAYFIELD RENTAL	14,215.00	14,215.00	0.00	21,205.45	21,205.45	-6,990.45
410-50-53500-4521	PROPERTY INSURANCE	39,100.00	39,100.00	0.00	27,981.00	27,981.00	11,119.00
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	25,140.00	43,485.00	45,985.00	41,515.00
410-50-53500-4650	COMPUTER OPERATIONS AND MAINT...	24,130.00	24,130.00	563.50	2,172.25	2,172.25	21,957.75
410-50-53500-4710	PRINTING & BINDING	2,500.00	2,500.00	144.54	656.19	656.19	1,843.81
410-50-53500-4905	WTP/STP OPERATING PERMITS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
410-50-53500-4906	OTHER CHARGES	2,000.00	2,000.00	37.70	384.39	679.34	1,320.66
410-50-53500-4915	CREDIT CARD PROCESSING FEES	23,000.00	23,000.00	1,323.34	7,664.36	7,664.36	15,335.64

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 02/28/2025

		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	295.00	295.00	205.00
410-50-53500-5410	BOOKS, PUBS, SUBS & MEMBS	1,500.00	1,500.00	330.00	1,201.55	1,201.55	298.45
410-50-53500-6310	INFRASTRUCTURE	1,284,789.00	1,284,789.00	48,420.00	53,299.48	53,299.48	1,231,489.52
410-50-53500-6410	MACHINERY & EQUIPMENT	136,000.00	136,000.00	1,252.27	3,537.27	24,504.00	111,496.00
Department: 50 - PUBLIC WORKS Total:		2,716,354.00	2,716,354.00	100,019.27	612,569.53	653,791.83	2,062,562.17
Activity: 53500 - SEWER Total:		2,716,354.00	2,716,354.00	100,019.27	612,569.53	653,791.83	2,062,562.17
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	144,246.67	1,203,015.66	1,481,043.94	4,123,657.06
Fund: 410 - WATER/SEWER FUND Surplus (Deficit):		-11,332,465.00	-11,332,465.00	163,143.36	194,677.36	-83,350.92	-11,249,114.08
Report Surplus (Deficit):		-28,351,292.00	-28,351,292.00	-511,036.61	649,777.85	-1,017,699.23	

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	357,277.19	2,828,135.76	2,828,135.76	-9,365,169.76
Revenue Total:	-6,537,034.00	-6,537,034.00	357,277.19	2,828,135.76	2,828,135.76	-9,365,169.76

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 02/28/2025

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	3,019.04	18,787.64	22,268.68	44,978.32
Activity: 51100 - LEGISLATIVE Total:	67,247.00	67,247.00	3,019.04	18,787.64	22,268.68	44,978.32
Activity: 51200 - EXECUTIVE						
12 - CITY MANAGER	254,364.00	254,364.00	17,908.36	93,093.44	93,886.13	160,477.87
Activity: 51200 - EXECUTIVE Total:	254,364.00	254,364.00	17,908.36	93,093.44	93,886.13	160,477.87
Activity: 51300 - FINANCE						
13 - ADMINISTRATIVE SERVICES	134,534.00	134,534.00	7,399.98	52,356.56	52,906.56	81,627.44
Activity: 51300 - FINANCE Total:	134,534.00	134,534.00	7,399.98	52,356.56	52,906.56	81,627.44
Activity: 51310 - HUMAN RESOURCES						
13 - ADMINISTRATIVE SERVICES	83,080.00	83,080.00	1,893.77	31,132.98	31,132.98	51,947.02
Activity: 51310 - HUMAN RESOURCES Total:	83,080.00	83,080.00	1,893.77	31,132.98	31,132.98	51,947.02
Activity: 51400 - LEGAL						
14 - CITY ATTORNEY	65,000.00	65,000.00	10,874.50	15,290.00	15,290.00	49,710.00
Activity: 51400 - LEGAL Total:	65,000.00	65,000.00	10,874.50	15,290.00	15,290.00	49,710.00
Activity: 51500 - PLANNING AND ZONING						
30 - COMMUNITY DEVELOPMENT	241,557.00	241,557.00	12,098.07	58,300.41	58,300.41	183,256.59
Activity: 51500 - PLANNING AND ZONING Total:	241,557.00	241,557.00	12,098.07	58,300.41	58,300.41	183,256.59
Activity: 51600 - NON-COURT INFORMATION SYSTEMS						
16 - CITY CLERK	126,944.00	126,944.00	8,108.43	44,241.28	44,831.21	82,112.79
Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:	126,944.00	126,944.00	8,108.43	44,241.28	44,831.21	82,112.79
Activity: 51610 - INFORMATION TECHNOLOGY						
13 - ADMINISTRATIVE SERVICES	184,304.00	184,304.00	11,634.74	46,186.92	52,644.24	131,659.76
Activity: 51610 - INFORMATION TECHNOLOGY Total:	184,304.00	184,304.00	11,634.74	46,186.92	52,644.24	131,659.76
Activity: 51900 - GENERAL GOVERNMENT						
99 - NON DEPARTMENTAL	66,040.00	66,040.00	15.00	38,797.09	39,071.36	26,968.64
Activity: 51900 - GENERAL GOVERNMENT Total:	66,040.00	66,040.00	15.00	38,797.09	39,071.36	26,968.64
Activity: 51910 - FACILITIES						
50 - PUBLIC WORKS	1,058,044.00	1,058,044.00	10,501.25	98,393.37	679,629.38	378,414.62
Activity: 51910 - FACILITIES Total:	1,058,044.00	1,058,044.00	10,501.25	98,393.37	679,629.38	378,414.62
Activity: 52100 - LAW ENFORCEMENT						
20 - PUBLIC SAFETY	310,788.00	310,788.00	24,972.42	124,682.10	124,682.10	186,105.90
Activity: 52100 - LAW ENFORCEMENT Total:	310,788.00	310,788.00	24,972.42	124,682.10	124,682.10	186,105.90
Activity: 52200 - FIRE						
20 - PUBLIC SAFETY	1,147,687.00	1,147,687.00	0.00	286,921.70	286,921.70	860,765.30
Activity: 52200 - FIRE Total:	1,147,687.00	1,147,687.00	0.00	286,921.70	286,921.70	860,765.30
Activity: 52400 - CODE COMPLIANCE						
30 - COMMUNITY DEVELOPMENT	90,817.00	90,817.00	5,941.05	33,461.85	33,461.85	57,355.15
Activity: 52400 - CODE COMPLIANCE Total:	90,817.00	90,817.00	5,941.05	33,461.85	33,461.85	57,355.15
Activity: 52410 - BUILDING						
30 - COMMUNITY DEVELOPMENT	153,657.00	153,657.00	5,083.64	27,404.36	27,404.36	126,252.64
Activity: 52410 - BUILDING Total:	153,657.00	153,657.00	5,083.64	27,404.36	27,404.36	126,252.64
Activity: 53800 - STORMWATER						
50 - PUBLIC WORKS	1,286,749.00	1,286,749.00	108,164.99	156,183.55	676,955.52	609,793.48
Activity: 53800 - STORMWATER Total:	1,286,749.00	1,286,749.00	108,164.99	156,183.55	676,955.52	609,793.48
Activity: 54100 - STREETS						
50 - PUBLIC WORKS	1,626,959.00	1,626,959.00	805,311.71	1,106,971.77	1,277,635.18	349,323.82
Activity: 54100 - STREETS Total:	1,626,959.00	1,626,959.00	805,311.71	1,106,971.77	1,277,635.18	349,323.82
Activity: 56200 - ANIMAL CONTROL						
30 - COMMUNITY DEVELOPMENT	5,000.00	5,000.00	2,505.00	2,505.00	2,505.00	2,495.00
Activity: 56200 - ANIMAL CONTROL Total:	5,000.00	5,000.00	2,505.00	2,505.00	2,505.00	2,495.00
Activity: 57100 - LIBRARY						
71 - LIBRARY	508,733.00	508,733.00	38,931.33	201,151.56	201,451.56	307,281.44

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 02/28/2025

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	38,931.33	201,151.56	201,451.56	307,281.44
Activity: 57200 - PARKS						
50 - PUBLIC WORKS	1,346,817.00	1,346,817.00	20,133.82	162,176.94	266,509.10	1,080,307.90
Activity: 57200 - PARKS Total:	1,346,817.00	1,346,817.00	20,133.82	162,176.94	266,509.10	1,080,307.90
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	1,094,497.10	2,598,038.52	3,987,487.32	5,081,067.68
Fund: 001 - GENERAL FUND Surplus (Deficit):	-15,605,589.00	-15,605,589.00	-737,219.91	230,097.24	-1,159,351.56	-14,446,237.44

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 02/28/2025

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	63,039.94	225,003.25	225,003.25	-775,003.25
Revenue Total:	-550,000.00	-550,000.00	63,039.94	225,003.25	225,003.25	-775,003.25

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 02/28/2025

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	63,039.94	225,003.25	225,003.25	-1,638,241.25

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 02/28/2025

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	307,390.03	1,397,693.02	1,397,693.02	-7,125,457.02
Revenue Total:	-5,727,764.00	-5,727,764.00	307,390.03	1,397,693.02	1,397,693.02	-7,125,457.02

Budget vs Actuals

For Fiscal: 2024-2025 Period Ending: 02/28/2025

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	44,227.40	590,446.13	827,252.11	1,833,440.89
Activity: 53300 - WATER Total:	2,660,693.00	2,660,693.00	44,227.40	590,446.13	827,252.11	1,833,440.89
Activity: 53500 - SEWER						
50 - PUBLIC WORKS	2,716,354.00	2,716,354.00	100,019.27	612,569.53	653,791.83	2,062,562.17
Activity: 53500 - SEWER Total:	2,716,354.00	2,716,354.00	100,019.27	612,569.53	653,791.83	2,062,562.17
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	144,246.67	1,203,015.66	1,481,043.94	4,123,657.06
Fund: 410 - WATER/SEWER FUND Surplus (Deficit):	-11,332,465.00	-11,332,465.00	163,143.36	194,677.36	-83,350.92	-11,249,114.08
Total Surplus (Deficit):	-28,351,292.00	-28,351,292.00	-511,036.61	649,777.85	-1,017,699.23	

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	-737,219.91	230,097.24	-1,159,351.56	-14,446,237.44
101 - DISCRETIONARY SALES ...	-1,413,238.00	-1,413,238.00	63,039.94	225,003.25	225,003.25	-1,638,241.25
410 - WATER/SEWER FUND	-11,332,465.00	-11,332,465.00	163,143.36	194,677.36	-83,350.92	-11,249,114.08
Total Surplus (Deficit):	-28,351,292.00	-28,351,292.00	-511,036.61	649,777.85	-1,017,699.23	

Public Works Report for March 2025

- Revised and negotiated the new OMI contract for water and sewer services.
- Awarded Cemetery Survey work to Barge Designs.
- Met with new team members from Barge regarding Parks and Greenways Master Plan due to the departure of key members. Discussed moving forward and work with them on materials for Public Input meetings, Public Surveys, and Staff Surveys.
- Conducted inspections with the Engineer in Springdale Subdivision, requesting several small areas be repaved to improve drainage and replace asphalt that had cooled excessively during application.
- Inspected and consulted with the engineer on Rays Pond Project, approving a change order to replace a 24-inch culvert with two 15-inch culverts to resolve a conflict with a sewer main.
- Continued street sweeping operations, resulting in cleaner city streets than seen in years. Zones 4, 5, 6, 7, and 8 were completed this month. The new sweeper operator is fully trained and performs well. The street sweeper has also been utilized for pressure washing signs and cleaning catch basins with the suction hose.
- Crews experimented with variations in widths, thicknesses, and glue portions for rubber walking path in Azalea.
- Replaced fall/winter flowers with spring flowers and re-mulched beds at City Hall and the Library.
- Addressed sinkholes in S. Lorraine and W. Lorraine.
- Met with FDOT officials to discuss applying for a grant to redesign the landscaping on Mary Esther Blvd., and consulted with Kimley-Horn and other design firms to develop landscape plans for the Boulevard. Awarded Kimley-Horn a task order for \$5,000 to create a conceptual drawing needed to secure funding.
- Developed policies and emergency plans, including Debris Management Plan, acceptance forms for donated labor, equipment, and materials, and policy on CAT B mold remediation.
- Continued negotiations with property owners in Azalea and Caswell to obtain sewer easements.
- Collaborated with an engineer to address water quality issues on Cedar Bluff.
- Completed stormwater inspections at Santa Rosa Mall, identifying several deficiencies that must be corrected according to policy before further work can be permitted.
- Installed a larger water connection at Public Works to expedite cleaning operations for the Sweeper and other equipment.
- Applied herbicide to several ditches in the city, as well as some curbs and gutters.
- Met with Okaloosa County Public Works concerning a potential collapsed culvert responsible for a pothole on Hollywood Blvd. Dredging of ditches on Town Lane will be conducted soon to dry the pipe sufficiently for county camera inspection.
- Installed stop signs and road name signs this month in various areas.
- Conducted cold mix pothole patching.
- Got prices and awarded bid for the pavers and installation of the pavers at Azalea Park.

Mary Esther Public Library Report for Council

March 2025

Month/Year	Circulation	Digital Circulation	Library Visits	Registered Users	PC Use	Wifi logins
<u>Nov-24</u>	<u>2702</u>	<u>1,010</u>	<u>1711</u>	<u>2668</u>	<u>219</u>	<u>115</u>
<u>Dec 24</u>	<u>1999</u>	<u>1091</u>	<u>1820</u>	<u>2670</u>	<u>115</u>	<u>83</u>
<u>Jan 25</u>	<u>3096</u>	<u>1063</u>	<u>1846</u>	<u>2682</u>	<u>217</u>	<u>121</u>
<u>Feb 25</u>	<u>2849</u>	<u>1001</u>	<u>2085</u>	<u>2692</u>	<u>306</u>	<u>139</u>

Read with Rissi

We are participating in an experimental program that has had great success all over the world. We are inviting elementary age childrens to read with a therapy dog named Rissi.



In libraries, this literacy initiative has proven to be an effective way to help children get more comfortable reading in front of others. In small increments of time, children sit with Rissi the therapy dog and read a book aloud. The absence of judgment from the listening canine fosters a stress-free environment where children can practice their reading skills without fear of criticism.



The Great Backyard Bird Count!

The Great Backyard Bird Count brought in 21 attendees of all ages! The event started with a brief presentation of the types of birds in the area.



The craft activity was a hit of the program. Participants made birdfeeders from pine cones, peanut butter, Crisco, and bird seed.





Then, Gail Glasgow took participants on a tour of Oak Tree Park where they looked for birds and found some. Everyone had a great time.



Only Murders in the Building: A Mardi Gras-Themed Murder Mystery Party



On February 18th, a dozen residents and patrons gathered for a Murder Mystery party the likes of which has not been seen since Agatha Christie wrote her last book.



Revelers enjoyed beignets and muffaletta sliders and all sorts of French Quarter shenanigans. In the end, the culprit was discovered- motive, means, and opportunity- and attendees felt better having done such a good day's work.



This mystery party program series has become so popular that the waiting list always has as many members as participants. We're thankful for the enthusiasm and participation as we *laissez les bon temps rouler* at the library.

More Than 350 People Attended Library Programs in February

February was another happening month at the library. More than 350 residents and library patrons attended programs.

More than 100 children, parents, and guardians attended our weekly story times throughout February. Our Youth Services Coordinator interacted with 112 students during outreach events at Youth Village and Kenwood Elementary.

The Library is a destination for families. Check out one of our recent families who visited and found treasures on the shelves.



The Mary Esther Library has something for everyone: Crafts, scavenger hunts, environmental events, movies, book clubs, technology assistance, movies, luncheons, coloring, and programs tailored to all ages, from senior citizens to our youngest residents, and from traditional students to our homeschooling community.

Friends of the Library Soup Fundraiser Was a Huge Success

The library hosted more than 60 residents, supporters, and lunch enthusiasts for the Friends of the Library Soup Fundraiser.



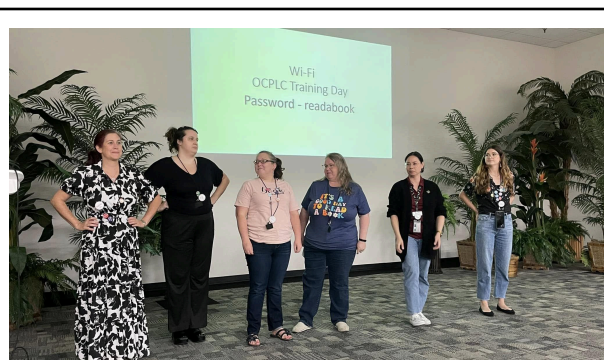
Visitors enjoyed a dozen different soups plus baked goods and all manner of good conversation. It was a wonderful day at the library. The crowd was so large it overflowed to the picnic tables outside the building.



All funds will directly benefit library programs and residents of all ages and backgrounds.

Library Closed April 11th for County Training Day!

Mary Esther Library (and all OCPLC member libraries) will be closed Friday, April 11 for our annual staff training and continuing education day.



This annual event allows staff to learn together, celebrate library milestones and achievements over the past year, and work on strategies to enhance library services across the county.

OCPLC Governing Board

The next Governing Board meeting will take place May 28, 2025 from 2:00 PM - 3:00 PM in the Niceville Library's conference room. Cmbr. Bernie Oder is Mary Esther's Governing Board Representative and the recently-elected Vice Chair of the Board. Cmbr. Richard Lawson is the alternate. We thank them for their support!



Ocean City-Wright Fire Control District

March 21st, 2025

TO: Honorable Mayor and Council Members, City of Mary Esther
RE: Monthly Report, Fire Department, February 15th, 2025 – March 21st, 2025

Mayor and Council Members,

The Ocean City Wright Fire Control District remains committed to serving our community with dedication, professionalism, and a focus on continuous improvement. Below are key updates from the past month:

Community Engagement & Recruitment

Chief Wagner and Human Resource Specialist Jennifer Rimes attended a job fair for all high schools in South Okaloosa County. This was an excellent opportunity to engage with young talent, discuss career paths in the fire service, and promote opportunities within our department.

Honoring Our Fallen Firefighters

Over the past month, we attended multiple firefighter funerals, including that of our own retired Captain Mark Avera. Captain Avera served our community with distinction, and we were honored to pay tribute to his legacy alongside his family, friends, and fellow firefighters.

Strategic Planning & Accreditation Progress

We have successfully achieved most of the strategic objectives initially set during our accreditation process. To ensure continued progress, we have initiated a SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis to develop new objectives that will guide our department's growth and operational enhancements. Assistant Chief Williams has held a SWOT analysis meeting with each of the three shifts over the past month to identify information that will be used in the development of future strategic objectives.

Severe Weather Planning & Response

The department played a significant role in the Florida State Fire Marshal Office's planning and response efforts in preparation for the potential severe weather expected the weekend of March 15th and 16th. Chief Wagner was designated the Operations Section Chief for the team assigned to manage the incident. Thankfully, we had no severe weather, making our efforts and exercise; however, we're thankful to serve a state system that is proactive about readiness to support its citizens, coordinating with local and state agencies to ensure the safety of our community.

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

Operations & Prevention Activity

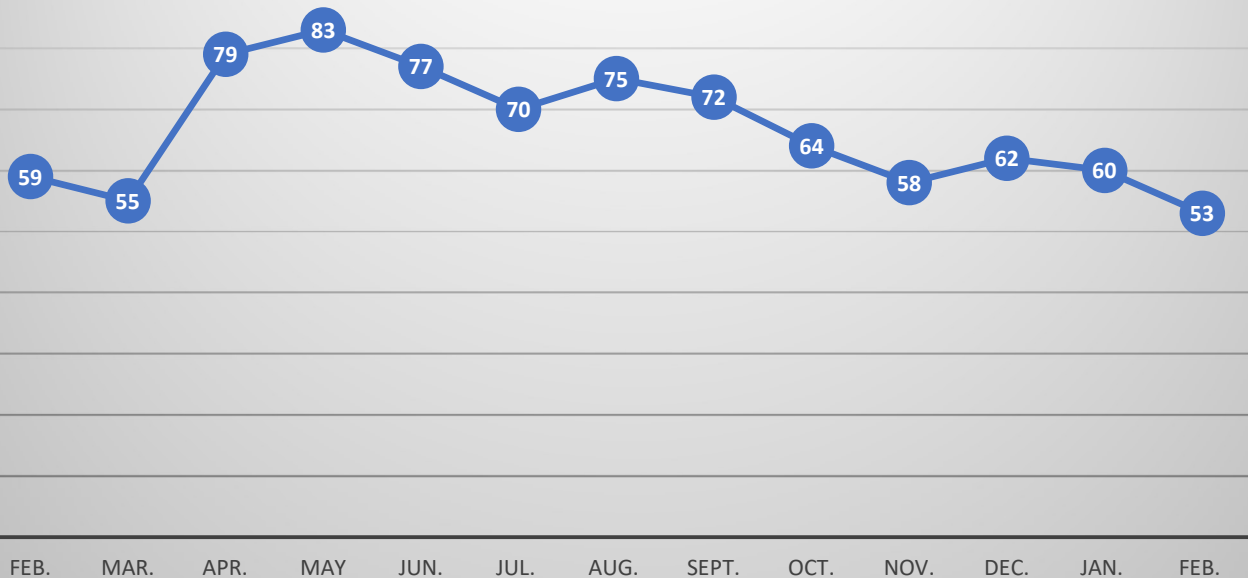
During the month of February, our Prevention Division has completed 37 life safety inspections and 13 re-inspections within the City of Mary Esther. These efforts are crucial in maintaining fire safety standards across our community. Additionally, Engine 11 responded to 53 calls for service, reflecting our continued commitment to timely and effective emergency response.

As always, we appreciate the support of the City Council as we work to enhance the safety and preparedness of our city. Please feel free to reach out with any questions or if you need additional information.



Respectfully
Jeff Wagner, Fire Chief

**Station 11 Call Volume - Monthly from February
2024 - January 2025**



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

March 2025



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

COMMUNITY DEVELOPMENT DEPARTMENT

Monthly Activity Report

Reporting Period

February 24, 2025 – March 24, 2025

Code Enforcement

Activities			
Opened Cases	12	Inspection	11
Agency Assist	0	Consultations	9
Verbal Warning	3	Advisements On Codes to Citizens	9
Notice of violations	6	Courtesy Notice	6
Citation	1	Closed Cases	2

Permitting

Permit Type	
driveway	1
Right-Of-Way	1
Tree Removal	2
Inspections	3
Demolition	1
Accessory structure	4
Tent Sale	1
Special Event permit	1

- Staff is working on receiving the rep-loss information for the City for the CRS program
- Staff is working with the Santa Rosa Mall to bring the property of 260 Mary Esther Blvd (old Shell gas station) into compliance with City code.
- Staff worked with the Santa Rosa Mall and USA Storage staff on removing the derelict vehicles in the parking lot
- Staff has removed several un-permitted signs
- Staff is focusing on working with businesses for compliance of the business tax receipts
- On March 12, 2025 staff had a preconstruction meeting with the developers of the Santa Rosa Mall and City department heads. Staff went over process and review of the demolition plans.
- Staff is working diligently for compliance with CRS visit in the upcoming months.
- Staff is currently revising building permit applications, site plan applications, and major/minor development applications for sufficiency and efficiency to make the application process clearer and more concise to developers/builders.

Development Review

Application Type	
Pre-Application	2
Rezone/FLUM	2
Variance	1
Subdivision	0
Development Order Application	1
Conditional Use	0
Lot Split/Combination	0

- Staff has created a Farmer's Market Community Survey. Survey closes April 1st.
- Staff gave a pre-application for 7Brew development on 3/17/25
- Staff gave pre-application for 191 Miracle Strip for Lot Split on 2/11/25
- Staff gave Final Development Order for 5 Soundside Cove 3/3/25
- Staff completed D.O. application for 4 Lane Drive 3/21/25
- Staff presented the OCHIP CLT to Council for support on 3/03/25
- Staff presented First Reading of Ordinance 2025-01, Lot Split/Lot Combination on 3/03/25
- Staff presented First Reading of Ordinance 2025-02, Public Camping in City Facilities on 3/03/25
- Staff processed Variance for 199 W Miracle Strip- approved by council 2/17/25
- Staff presented Final Reading of Ordinance 2025-05 and 06 on 2/17/25
- Staff presented bus stop ordinance for discussion to council on 2/03/25

City of Mary Esther
February 2025 Monthly
Report



Prepared by:

Jacobs
February 19, 2024



*creativity
thrives
here.*



February 2025
- Mary Esther

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 Operations	4
2.1 Water Production & Distribution	4
Table 2.0 Meter Reading Monthly Summary	4
2.2 Collections and Wastewater Treatment	4
3 Maintenance	6
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 Summary	7
Appendix B: Reuse Water Monthly Summary	8
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: Process & Compliance Training and Cybersecurity. This month marks our new safety record **215 accident-** free **days**.

2. Operations

2.1 Water Production & Distribution

The system produced 11,863,500 million gallons (MG) of water this month with an average daily flow rate of 423,696 gallons per day. The monthly amount of water production is summarized and presented in Appendix A. The monthly regulatory reports were submitted on 02/10/2025 to FDEP.

2.1.1 Meter Reading

There are 2,111 meters to read during the month, this month 17 rereads were required. Our average meter reading accuracy is 98.9%.

Table 2.0 Meter Reading Monthly Summary

Month	Total Meters #	Meter Rereads #	Meter Reading Accuracy %
Feb '25	2,111	17	99.2
Jan '25	2,111	15	99.3
Dec '24	2,111	19	99.1
Nov '24	2,111	20	99.1
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
Average	2,111	23	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 13.7 million gallons (MG) of influent water with an average daily rate of 0.49 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 03/19/25.

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 **23% solids**. This month, GreenSouth Solutions hauled approximately 2.1 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

02/14/25 – 171 W. Miracle 2" Repair



02/24/25 – Brian Circle Hydrant Replacement





Windy Lane Valve Failure



Windy Lane Valve Replacement



O&M Monthly Report

3. Maintenance

3.1 Preventive Maintenance

During the month, staff completed preventative maintenance actions on required equipment. Please see Attachment on last page for Preventative Maintenance Report for the month of February.

3.2 City Work Order Requests and Call Outs

There were 227 work order requests completed 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 installed and is now working properly.

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

3.4 Capital Improvement Projects (CIP)

- 2" Water Line Replacement – Complete.

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
Feb '25		97,000	2,721,000	10,387,000	12.7	0.453
Jan '25		7,332,000	720,000	7,551,000	15.6	0.503
Dec '24		11,360,000	456,000	696,000	13.4	0.434
Nov '24		11,310,000	321,000	1,164,000	12.8	0.427
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	11.9	0.398
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
Minimum		0	321,000	696,000	11.6	0.396
Maximum		501,309,000	7,552,000	10,456,000	15.6	0.503
Average		80,099,385	3,411,000	6,663,154	13.3	0.440
Annual Total		539,983,000	41,490,000	77,913,000	161	5.322

* 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
Feb '25	3.7	13.734	0.471	356	1,391	238	831
Jan '25	4.5	15.144	0.466	278	1,226	199	851
Dec '24	1.8	13.527	0.511	295	1,089	206	764
Nov '24	3.3	14.481	0.543	221	1,000	166	777
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

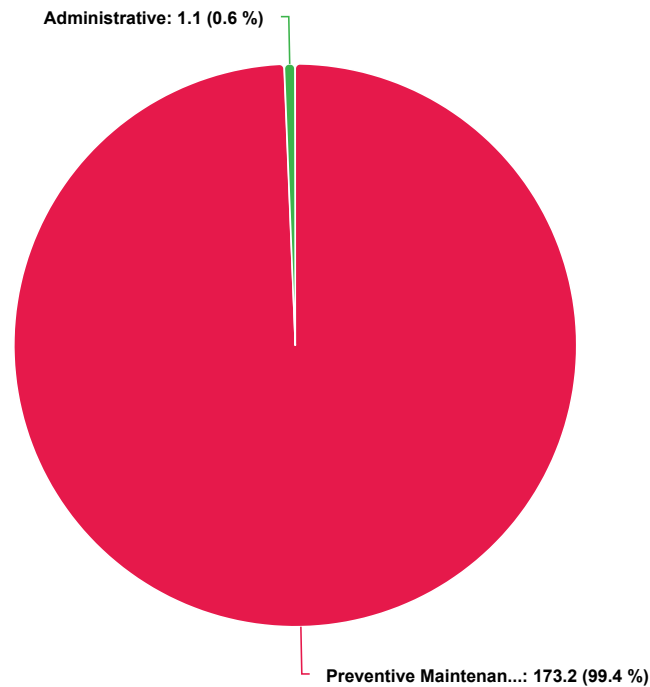
APPENDIX C

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
Feb '25				10,590	23.4	1.03	10,590	23.4	1.03	2.1
Jan '25										
Dec '24	10,590	14.3	0.63	10,590	14.3	0.63	8,825	14.3	0.53	1.8
Nov '24	10,590	18.0	0.80	8,825	18.0	0.66	8,825	18.0	0.66	2.1
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										
Annual Total	121,785	147.3	6.85	141,200	187.4	8.47	116,490	163.8	7.280	22.6
Annual Average	17,398	21.0	0.98	15,689	20.8	0.94	14,561	20.5	0.909	2.5



Work Order Actual Hours by WO Type



Report Criteria

Complete Date is between '2/1/2025' AND '2/28/2025'

Location / Asset is **Mary Esther (MAE)**

Repair Center is **Mary Esther**

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
Administrative						
MAE-4016530	MAE	Mary Esther (MAE)	Maintenance Resource Guide Section 03 - Asset Management	Completed as requested.	1/31/2025	2/5/2025 3:51:00 PM
Administrative - 1 Total:						
Preventive Maintenance						
MAE-4012940	MAE-93311	STIHL CHOP SAW	Small Equipment Monthly Service	Completed as requested.	1/31/2025	2/5/2025 12:22:00 PM
MAE-4012941	MAE-EQUIPMENT-276	Echo Hedge Trimmer	Small Equipment Annual Service	Completed as requested.	1/31/2025	2/5/2025 12:23:00 PM
MAE-4012942	MAE-EQUIPMENT-267	Echo Weed Eater 1 of 2	Small Equipment Annual Service	Completed as requested.	1/31/2025	2/5/2025 1:11:00 PM
MAE-4012943	MAE-EQUIPMENT-268	Echo Weed Eater 2 of 2	Small Equipment Annual Service	Completed as requested.	1/31/2025	2/5/2025 1:13:00 PM
MAE-4012944	MAE-GENERATOR-344	Honda 11 HP Generator	Small Equipment Annual Service	Completed as requested.	1/31/2025	2/5/2025 1:14:00 PM
MAE-4012945	MAE-PUMP-TRASH-PORT-29	Koshin Portable Trash Pump 1 of 2	Small Equipment Annual Service	Completed as requested.	1/31/2025	2/5/2025 2:10:00 PM
MAE-4012946	MAE-PUMP-TRASH-PORT-61	Honda Portable Trash Pump 1 of 2	Small Equipment Monthly Service	Completed as requested.	1/31/2025	2/5/2025 2:09:00 PM
MAE-4012947	MAE-PUMP-TRASH-PORT-30	Koshin Portable Trash Pump 2 of 2	Small Equipment Annual Service	Completed as requested.	1/31/2025	2/5/2025 2:11:00 PM
MAE-4012948	MAE-WASHER-PRESSURE-23	DeWalt Pressure Washer	Small Equipment Annual Service	Completed as requested.	1/31/2025	2/5/2025 2:23:00 PM
MAE-4012949	MAE-EQUIPMENT-270	Husqvarna Chainsaw	Small Equipment Annual Service	Completed as requested.	1/31/2025	2/5/2025 2:24:00 PM
MAE-4012950	MAE-EQUIPMENT-280	Brute Force Air Compressor	Small Equipment Annual Service	Completed as requested.	1/31/2025	2/5/2025 2:25:00 PM
MAE-4012951	MAE-EQUIPMENT-271	Poulan Chainsaw 1 of 3	Small Equipment Annual Service	Completed as requested.	1/31/2025	2/5/2025 2:29:00 PM

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
MAE-4012952	MAE-EQUIPMENT-272	Poulan Chainsaw 2 of 3	Small Equipment Annual Service	Completed as requested.	1/31/2025	2/5/2025 2:30:00 PM
MAE-4012953	MAE-EQUIPMENT-269	Stihl Backpack Leaf Blower	Small Equipment Annual Service	Completed as requested.	1/31/2025	2/5/2025 3:35:00 PM
MAE-4012954	MAE-EQUIPMENT-275	Stihl Hedge Trimmer	Small Equipment Annual Service	Completed as requested.	1/31/2025	2/5/2025 3:36:00 PM
MAE-4012955	MAE-EQUIPMENT-285	Stihl Pole Saw	Small Equipment Annual Service	Completed as requested.	1/31/2025	2/5/2025 3:44:00 PM
MAE-4016103	MAE-31517	DIGESTER BLOWER MOTOR #1	Semi-Annual Digestor Blower Motor Lubrication	Completed as requested.	2/3/2025	2/10/2025 10:44:00 AM
MAE-4016104	MAE-31518	DIGESTER BLOWER MOTOR #2	Semi-Annual Digestor Blower Motor Lubrication	Completed as requested.	2/3/2025	2/14/2025 3:06:00 PM
MAE-4016105	MAE-31519	DIGESTER BLOWER MOTOR #3	Semi-Annual Digestor Blower Motor Lubrication	Completed as requested.	2/3/2025	2/14/2025 3:20:00 PM
MAE-4016106	MAE-93401	Husky Shop Air Compressor	Air Compressor Monthly Inspection	Completed as requested.	2/7/2025	2/14/2025 4:00:00 PM
MAE-4016107	MAE-93301	Campbell Hausfeld Air Compressor	Air Compressor Monthly Inspection	Completed as requested.	2/7/2025	2/14/2025 4:04:00 PM
MAE-4016109	MAE-52101	DIGESTER POLYMASTER	Polyblend unit monthly inspection	Completed as requested.	2/7/2025	2/14/2025 3:55:00 PM
MAE-4016688	MAE-02604-2	Well #1 Chlorine Leak Detector	Chlorine Leak Detector Monthly Inspection	Completed as requested.	2/10/2025	2/17/2025 2:25:00 PM
MAE-4016689	MAE-02605	Well #3 Chlorine Leak Detector	Chlorine Leak Detector Monthly Inspection	Completed as requested.	2/10/2025	2/17/2025 2:30:00 PM
MAE-4016690	MAE-02607	Well #4 Chlorine Leak Detector	Chlorine Leak Detector Monthly Inspection	Completed as requested.	2/10/2025	2/17/2025 2:31:00 PM
MAE-4017590	MAE-02601	Main Plant CL2 Leak Detector	Chlorine Leak Detector Monthly Inspection	Completed as requested.	2/10/2025	2/17/2025 2:22:00 PM
MAE-4017591	MAE-22402	PRIMARY DIGESTER DECANT PUMP	Monthly Decant Pump Inspection	Completed as requested.	2/10/2025	2/17/2025 2:13:00 PM
MAE-4019108	MAE-59002	SCREENING CONVEYOR	Grit Auger Monthly Inspection	Completed as requested.	2/14/2025	2/17/2025 2:43:00 PM
MAE-4019648	MAE-42213	#3 CLARIFIER GEARBOX	Clarifier Monthly Inspection	Completed as requested.	2/3/2025	2/10/2025 10:43:00 AM
MAE-4019649	MAE-WWTP	Mary Esther Wastewater Treatment Plant	Monthly Emergency Light and Exit Sign Inspection	Completed as requested.	2/3/2025	2/10/2025 10:39:00 AM
MAE-4019650	MAE-WTP	Mary Esther Water System	Monthly Emergency Light and Exit Sign Inspection	Completed as requested.	2/3/2025	2/14/2025 2:11:00 PM
MAE-4019651	MAE-LS	Mary Esther Lift Stations	Monthly Emergency Light and Exit Sign Inspection	Completed as requested.	2/3/2025	2/14/2025 2:30:00 PM
MAE-4019652	MAE-LS	Mary Esther Lift Stations	Fire Extinguisher Monthly Inspection	Completed as requested.	2/3/2025	2/10/2025 10:38:00 AM
MAE-4019653	MAE-SPRAYFIELD	Mary Esther Sprayfield	Fire Extinguisher Monthly Inspection	Completed as requested.	2/3/2025	2/14/2025 2:09:00 PM
MAE-4019654	MAE-WWTP	Mary Esther Wastewater Treatment Plant	Fire Extinguisher Monthly Inspection	Completed as requested.	2/3/2025	2/14/2025 2:25:00 PM
MAE-4019655	MAE-WTP	Mary Esther Water System	Fire Extinguisher Monthly Inspection	Completed as requested.	2/3/2025	2/14/2025 3:03:00 PM
MAE-4019656	MAE-69003	LS #1 SITE	Lift Station Weekly Inspection	Completed as requested.	1/31/2025	2/5/2025 3:54:00 PM
MAE-4019657	MAE-69004	LS #2 SITE	Lift Station Weekly Inspection	Completed as requested.	1/31/2025	2/5/2025 4:02:00 PM
MAE-4019658	MAE-69005	LS #3 SITE	Lift Station Weekly Inspection	Completed as requested.	1/31/2025	2/5/2025 4:28:00 PM
MAE-4019659	MAE-69006	LS #4 SITE	Lift Station Weekly Inspection	Completed as requested.	1/31/2025	2/5/2025 4:30:00 PM
MAE-4019660	MAE-69007	LS #5 SITE	Lift Station Weekly Inspection	Completed as requested.	1/31/2025	2/5/2025 4:42:00 PM
MAE-4019661	MAE-69008	LS #6 SITE	Lift Station Weekly Inspection	Completed as requested.	1/31/2025	2/5/2025 4:43:00 PM
MAE-4019662	MAE-69009	LS #7 SITE	Lift Station Weekly Inspection	Completed as requested.	1/31/2025	2/5/2025 4:44:00 PM
MAE-4019663	MAE-69010	LS #8 SITE	Lift Station Weekly Inspection	Completed as requested.	1/31/2025	2/5/2025 4:49:00 PM
MAE-4019664	MAE-69011	LS #9 SITE	Lift Station Weekly Inspection	Completed as requested.	1/31/2025	2/5/2025 4:52:00 PM
MAE-4019665	MAE-69012	LS #10 SITE	Lift Station Weekly Inspection	Completed as requested.	1/31/2025	2/5/2025 4:53:00 PM
MAE-4019666	MAE-69013	LS #11 SITE	Lift Station Weekly Inspection	Completed as requested.	1/31/2025	2/5/2025 4:55:00 PM

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
MAE-4019667	MAE-69014	LS #12 SITE	Lift Station Weekly Inspection	Completed as requested.	1/31/2025	2/5/2025 4:57:00 PM
MAE-4019668	MAE-69023	LS #13 SITE	Lift Station Weekly Inspection	Completed as requested.	1/31/2025	2/5/2025 4:58:00 PM
MAE-4019669	MAE-69016	LS #14 Hurlburt Field Site	Lift Station Weekly Inspection	Completed as requested.	1/31/2025	2/5/2025 4:59:00 PM
MAE-4019670	MAE-20003	#2 DITCH RAS PUMP #1	Monthly RAS Pump Inspection	Completed as requested.	2/3/2025	2/10/2025 10:25:00 AM
MAE-4019671	MAE-20004	#2 DITCH RAS PUMP #2	Monthly RAS Pump Inspection	Completed as requested.	2/3/2025	2/14/2025 3:01:00 PM
MAE-4019672	MAE-03106	Effluent Auto-Sampler	Sampler Monthly Maintenance	Completed as requested.	2/3/2025	2/10/2025 10:24:00 AM
MAE-4019673	MAE-03105	Influent Auto-Sampler	Sampler Monthly Maintenance	Completed as requested.	2/3/2025	2/14/2025 3:18:00 PM
MAE-4019674	MAE-20603	Well #1 HS Pump #3	Plant High Service Pump Monthly Inspection	Completed as requested.	2/3/2025	2/10/2025 10:23:00 AM
MAE-4019675	MAE-20604	Well #3 HS Pump #1	Plant High Service Pump Monthly Inspection	Completed as requested.	2/3/2025	2/14/2025 2:59:00 PM
MAE-4019676	MAE-20605	Well #3 HS Pump #2	Plant High Service Pump Monthly Inspection	Completed as requested.	2/3/2025	2/14/2025 3:16:00 PM
MAE-4019677	MAE-91306	LS #10 Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	2/3/2025	2/10/2025 10:16:00 AM
MAE-4019678	MAE-02604-1	Well #1 CL2 Room Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	2/3/2025	2/14/2025 2:18:00 PM
MAE-4019679	MAE-91303	Well #3 CL2 Room Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	2/3/2025	2/14/2025 2:56:00 PM
MAE-4019680	MAE-91307	Well #3 Pump Room Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	2/3/2025	2/14/2025 3:14:00 PM
MAE-4019681	MAE-91304	Well #4 CL2 Room Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	2/3/2025	2/14/2025 3:26:00 PM
MAE-4019682	MAE-91301	CL2 Room Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	2/3/2025	2/14/2025 3:38:00 PM
MAE-4019683	MAE-91308	Digester Building Upper Level Exhaust Fan	Exhaust Fan Monthly Inspection	Completed as requested.	2/3/2025	2/14/2025 3:48:00 PM
MAE-4019684	MAE-71903	LS #10 GENERATOR FUEL TANK	Monthly Fuel Tank Inspection	Completed as requested.	2/3/2025	2/10/2025 10:15:00 AM
MAE-4019685	MAE-71905	LS #14 DIESEL FUEL DAY TANK	Monthly Fuel Tank Inspection	Completed as requested.	2/3/2025	2/14/2025 12:14:00 PM
MAE-4019686	MAE-71904	LS #14 DIESEL FUEL STORAGE TANK	Monthly Fuel Tank Inspection	Completed as requested.	2/3/2025	2/14/2025 2:17:00 PM
MAE-4019687	MAE-71906	WELL #1 GAS STORAGE TANK	Monthly Fuel Tank Inspection	Completed as requested.	2/3/2025	2/14/2025 2:54:00 PM
MAE-4019688	MAE-71908	WELL #3 FUEL STORAGE TANK	Monthly Fuel Tank Inspection	Completed as requested.	2/3/2025	2/14/2025 3:11:00 PM
MAE-4019689	MAE-71907	WELL #2 FUEL STORAGE TANK	Monthly Fuel Tank Inspection	Completed as requested.	2/3/2025	2/14/2025 3:22:00 PM
MAE-4019690	MAE-71901	DIESEL FUEL STORAGE TANK	Monthly Fuel Tank Inspection	Completed as requested.	2/3/2025	2/14/2025 3:36:00 PM
MAE-4019691	MAE-71902	GENERATOR DAY TANK	Monthly Fuel Tank Inspection	Completed as requested.	2/3/2025	2/14/2025 3:40:00 PM
MAE-4019692	MAE-20501	Well #4 Chlorine Booster Pump	Booster Pump Monthly Inspection	Completed as requested.	2/3/2025	2/10/2025 10:11:00 AM
MAE-4019693	MAE-20008	CL2 Sample Pump	Monthly Small Centrifugal Pump Inspection	Completed as requested.	2/3/2025	2/10/2025 10:11:00 AM
MAE-4019694	MAE-20014	Digester Transfer/Recirculation Pump	Monthly Small Centrifugal Pump Inspection	Completed as requested.	2/3/2025	2/12/2025 2:22:00 PM
MAE-4019695	MAE-20009	Plant Reuse Water Pump	Monthly Small Centrifugal Pump Inspection	Completed as requested.	2/3/2025	2/14/2025 2:48:00 PM
MAE-4019696	MAE-38102	LS #14 Diesel Engine #1	Backup Engine Monthly Inspection	Completed as requested.	2/3/2025	2/10/2025 10:10:00 AM
MAE-4019697	MAE-20601-2	Well #1 HS Pump #1 Engine	Backup Engine Monthly Inspection	Completed as requested.	2/3/2025	2/14/2025 2:16:00 PM
MAE-4019698	MAE-38101	Well #2 Pump Engine	Backup Engine Monthly Inspection	Completed as requested.	2/3/2025	2/14/2025 3:08:00 PM
MAE-4020127	MAE-60699	Concrete Saw	Monthly Concrete Saw Inspection	Completed as requested.	2/10/2025	2/17/2025 2:33:00 PM
MAE-4020224	MAE-95801	Break Room First Aid Kit	Monthly First-Aid Kit Inspection	Completed as requested.	2/3/2025	2/10/2025 10:09:00 AM
MAE-4020225	MAE-95802	Well #1 First Aid Kit	Monthly First-Aid Kit Inspection	Completed as requested.	2/3/2025	2/12/2025 2:21:00 PM

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
MAE-4020226	MAE-69020	WELL #3 SITE	Monthly First-Aid Kit Inspection	Completed as requested.	2/3/2025	2/14/2025 2:13:00 PM
MAE-4020227	MAE-69021	WELL #4 SITE	Monthly First-Aid Kit Inspection	Completed as requested.	2/3/2025	2/14/2025 2:47:00 PM
MAE-4020231	MAE-69018	WELL #1 SITE	Wellsite Monthly Inspection	Completed as requested.	2/3/2025	2/10/2025 10:08:00 AM
MAE-4020232	MAE-69019	WELL #2 SITE	Wellsite Monthly Inspection	Completed as requested.	2/3/2025	2/12/2025 2:19:00 PM
MAE-4020233	MAE-69020	WELL #3 SITE	Wellsite Monthly Inspection	Completed as requested.	2/3/2025	2/14/2025 2:12:00 PM
MAE-4020234	MAE-69021	WELL #4 SITE	Wellsite Monthly Inspection	Completed as requested.	2/3/2025	2/14/2025 2:32:00 PM
MAE-4020733	MAE-6" Bypass Pump-5	6" Bypass Pump	Generator Monthly inspection	Completed as requested.	2/3/2025	2/10/2025 10:08:00 AM
MAE-4020768	MAE-00106	Cedar Bluff 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	2/3/2025	2/10/2025 10:07:00 AM
MAE-4022451	MAE-EQUIPMENT-293	Fuel Trailer Electric	Monthly Fuel Tank Inspection	Completed as requested.	2/6/2025	2/14/2025 3:54:00 PM
MAE-4022452	MAE-EQUIPMENT-294	Fuel Trailer Flat	Monthly Fuel Tank Inspection	Completed as requested.	2/6/2025	2/14/2025 3:54:00 PM
MAE-4023278	MAE-92301	JOHN DEERE TRACTOR	Monthly Tractor Inspection	Completed as requested.	2/21/2025	2/21/2025 4:05:00 PM
MAE-4023279	MAE-92302	FORD 7740 TRACTOR (1992)	Monthly Tractor Inspection	Completed as requested.	2/21/2025	2/21/2025 4:24:00 PM
MAE-4023280	MAE-92304	Massey Ferguson 283 Tractor	Monthly Tractor Inspection	Completed as requested.	2/21/2025	2/25/2025 2:31:00 PM
MAE-4023281	MAE-92306	Massey Ferguson 4243 Tractor	Monthly Tractor Inspection	Completed as requested.	2/21/2025	2/25/2025 2:32:00 PM
MAE-4023282	MAE-92305	Massey Ferguson 5445 Tractor	Monthly Tractor Inspection	Completed as requested.	2/21/2025	2/25/2025 2:34:00 PM
MAE-4024394	MAE-69003	LS #1 SITE	Lift Station Weekly Inspection	Completed as requested.	2/7/2025	2/17/2025 1:12:00 PM
MAE-4024395	MAE-69004	LS #2 SITE	Lift Station Weekly Inspection	Completed as requested.	2/7/2025	2/17/2025 1:14:00 PM
MAE-4024396	MAE-69005	LS #3 SITE	Lift Station Weekly Inspection	Completed as requested.	2/7/2025	2/17/2025 1:23:00 PM
MAE-4024397	MAE-69006	LS #4 SITE	Lift Station Weekly Inspection	Completed as requested.	2/7/2025	2/17/2025 1:26:00 PM
MAE-4024398	MAE-69007	LS #5 SITE	Lift Station Weekly Inspection	Completed as requested.	2/7/2025	2/17/2025 1:29:00 PM
MAE-4024399	MAE-69008	LS #6 SITE	Lift Station Weekly Inspection	Completed as requested.	2/7/2025	2/17/2025 1:30:00 PM
MAE-4024400	MAE-69009	LS #7 SITE	Lift Station Weekly Inspection	Completed as requested.	2/7/2025	2/17/2025 1:32:00 PM
MAE-4024401	MAE-69010	LS #8 SITE	Lift Station Weekly Inspection	Completed as requested.	2/7/2025	2/17/2025 1:33:00 PM
MAE-4024402	MAE-69011	LS #9 SITE	Lift Station Weekly Inspection	Completed as requested.	2/7/2025	2/17/2025 1:45:00 PM
MAE-4024403	MAE-69012	LS #10 SITE	Lift Station Weekly Inspection	Completed as requested.	2/7/2025	2/17/2025 1:46:00 PM
MAE-4024404	MAE-69013	LS #11 SITE	Lift Station Weekly Inspection	Completed as requested.	2/7/2025	2/17/2025 1:49:00 PM
MAE-4024405	MAE-69014	LS #12 SITE	Lift Station Weekly Inspection	Completed as requested.	2/7/2025	2/17/2025 1:50:00 PM
MAE-4024406	MAE-69023	LS #13 SITE	Lift Station Weekly Inspection	Completed as requested.	2/7/2025	2/17/2025 1:55:00 PM
MAE-4024407	MAE-69016	LS #14 Hurlburt Field Site	Lift Station Weekly Inspection	Completed as requested.	2/7/2025	2/17/2025 2:02:00 PM
MAE-4025220	MAE-95401	Well #4 SCBA	SCBA Monthly Inspection	Completed as requested.	2/10/2025	2/17/2025 2:12:00 PM
MAE-4025887	MAE-JETTER-USJETTING	HIGH-PRESSURE JETTER	Generator Semi-Annual inspection	Completed as requested.	2/10/2025	2/17/2025 2:10:00 PM
MAE-4025894	MAE-92506	Hay Rake	Monthly Hay Rake Service	Completed as requested.	2/10/2025	2/17/2025 2:09:00 PM
MAE-4025895	MAE-92501	Bush Hog 5' Mower	Monthly Mower Service	Completed as requested.	2/10/2025	2/17/2025 2:04:00 PM
MAE-4026117	MAE-00102	Executive Plaza 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	2/10/2025	2/17/2025 2:03:00 PM
MAE-4027218	MAE-21506	LS #14 PUMP #3	Vertical Pump Monthly Inspection	Completed as requested.	2/11/2025	2/17/2025 2:35:00 PM

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
MAE-4028317	MAE-93307	Onan Emergency Generator Wellsite 4	Generator Annual inspection	Completed as requested.	2/14/2025	2/17/2025 2:42:00 PM
MAE-4028319	MAE-40101	LS #14 RIGHT ANGLE DRIVE #1	Angle Drive Monthly Inspection	Completed as requested.	2/14/2025	2/17/2025 2:40:00 PM
MAE-4028320	MAE-40103	Well #2 Well Pump Right Angle Drive	Angle Drive Monthly Inspection	Completed as requested.	2/14/2025	2/17/2025 2:46:00 PM
MAE-4028568	MAE-SAFETY-HYDRANTS-F-7191	191 E Miracle Strip Pkwy 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	2/10/2025	2/14/2025 4:08:00 PM
MAE-4028569	MAE-SAFETY-HYDRANTS-F-7192	Point Comfort 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	2/10/2025	2/17/2025 2:27:00 PM
MAE-4028899	MAE-69003	LS #1 SITE	Lift Station Weekly Inspection	Completed as requested.	2/14/2025	2/17/2025 2:39:00 PM
MAE-4028900	MAE-69004	LS #2 SITE	Lift Station Weekly Inspection	Completed as requested.	2/14/2025	2/17/2025 2:44:00 PM
MAE-4028901	MAE-69005	LS #3 SITE	Lift Station Weekly Inspection	Completed as requested.	2/14/2025	2/17/2025 2:45:00 PM
MAE-4028902	MAE-69006	LS #4 SITE	Lift Station Weekly Inspection	Completed as requested.	2/14/2025	2/17/2025 2:54:00 PM
MAE-4028903	MAE-69007	LS #5 SITE	Lift Station Weekly Inspection	Completed as requested.	2/14/2025	2/17/2025 2:56:00 PM
MAE-4028904	MAE-69008	LS #6 SITE	Lift Station Weekly Inspection	Completed as requested.	2/14/2025	2/17/2025 2:58:00 PM
MAE-4028905	MAE-69009	LS #7 SITE	Lift Station Weekly Inspection	Completed as requested.	2/14/2025	2/17/2025 3:04:00 PM
MAE-4028906	MAE-69010	LS #8 SITE	Lift Station Weekly Inspection	Completed as requested.	2/14/2025	2/17/2025 3:05:00 PM
MAE-4028907	MAE-69011	LS #9 SITE	Lift Station Weekly Inspection	Completed as requested.	2/14/2025	2/17/2025 3:06:00 PM
MAE-4028908	MAE-69012	LS #10 SITE	Lift Station Weekly Inspection	Completed as requested.	2/14/2025	2/17/2025 3:06:00 PM
MAE-4028909	MAE-69013	LS #11 SITE	Lift Station Weekly Inspection	Completed as requested.	2/14/2025	2/17/2025 3:08:00 PM
MAE-4028910	MAE-69014	LS #12 SITE	Lift Station Weekly Inspection	Completed as requested.	2/14/2025	2/17/2025 3:09:00 PM
MAE-4028911	MAE-69023	LS #13 SITE	Lift Station Weekly Inspection	Completed as requested.	2/14/2025	2/17/2025 3:13:00 PM
MAE-4028912	MAE-69016	LS #14 Hurlburt Field Site	Lift Station Weekly Inspection	Completed as requested.	2/14/2025	2/17/2025 3:14:00 PM
MAE-4028913	MAE-92504	Vermeer 504 Bailer	Monthly Bailer Service	Completed as requested.	2/14/2025	2/17/2025 2:38:00 PM
MAE-4028914	MAE-GRNDEQ-HAY-10	Woods 720 Bush Hog 6' Mower	Monthly Mower Service	Completed as requested.	2/14/2025	2/17/2025 2:36:00 PM
MAE-4029419	MAE-21511	Well #2 Well Pump	Vertical Pump Monthly Inspection	Completed as requested.	2/17/2025	2/17/2025 3:23:00 PM
MAE-4029420	MAE-21512	Well #3 Well Pump	Vertical Pump Monthly Inspection	Completed as requested.	2/17/2025	2/17/2025 3:26:00 PM
MAE-4029421	MAE-21513	Well #4 Well Pump	Vertical Pump Monthly Inspection	Completed as requested.	2/17/2025	2/17/2025 3:28:00 PM
MAE-4029425	MAE-21507	Sprayfield Pump #1	Vertical Pump Monthly Inspection	Completed as requested.	2/17/2025	2/17/2025 3:22:00 PM
MAE-4029875	MAE-HYDRANTS-F-10765	KIMBROUGH 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	2/17/2025	2/17/2025 3:21:00 PM
MAE-4029876	MAE-00110	Islandview 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	2/17/2025	2/17/2025 3:28:00 PM
MAE-4030585	MAE-95302	Well #3 Safety Shower/Eyewash Station	Eyewash/Safety Shower Monthly Inspection	Completed as requested.	2/17/2025	2/17/2025 3:20:00 PM
MAE-4030586	MAE-95301	Main Plant Safety Shower/Eyewash Station	Eyewash/Safety Shower Monthly Inspection	Completed as requested.	2/17/2025	2/17/2025 3:25:00 PM
MAE-4030587	MAE-95303	Well #4 Safety Shower/Eyewash Station	Eyewash/Safety Shower Monthly Inspection	Completed as requested.	2/17/2025	2/17/2025 3:27:00 PM
MAE-4030588	MAE-56001	BARSCREEN #1	Influent Screen Monthly Inspection	Completed as requested.	2/17/2025	2/17/2025 3:19:00 PM
MAE-4030589	MAE-56002	BARSCREEN #2	Influent Screen Monthly Inspection	Completed as requested.	2/17/2025	2/17/2025 3:24:00 PM
MAE-4030590	MAE-VWTP	Mary Esther Wastewater Treatment Plant	Monthly Site Inspection	Completed as requested.	2/17/2025	2/17/2025 3:18:00 PM
MAE-4030591	MAE-GRNDEQ-HAY-9	Heston 4570 Square Bailer	Monthly Bailer Service	Completed as requested.	2/17/2025	2/17/2025 3:16:00 PM
MAE-4031388	MAE-VEHICLES-MINIEX-18	Mini-ex	Monthly Vehicle Inspection	Completed as requested.	2/19/2025	2/19/2025 9:15:00 AM

Work Order #	Asset ID	Asset Name	Reason	Labor Report	Target Date	Complete Date
MAE-4031389	MAE-VEHICLES-TRUCK-LT-370	CD5 2018 FORD F-150	Monthly Vehicle Inspection	Completed as requested.	2/19/2025	2/19/2025 9:26:00 AM
MAE-4031390	MAE-VEHICLES-TRUCK-LT-371	CD2 2018 FORD F-150	Monthly Vehicle Inspection	Completed as requested.	2/19/2025	2/19/2025 9:23:00 AM
MAE-4031391	MAE-VEHICLES-TRUCK-LT-372	CD3 2018 FORD F-150	Monthly Vehicle Inspection	Completed as requested.	2/19/2025	2/19/2025 9:22:00 AM
MAE-4031392	MAE-VEHICLES-TRUCK-LT-373	CD4 2018 FORD F-150	Monthly Vehicle Inspection	Completed as requested.	2/19/2025	2/19/2025 9:21:00 AM
MAE-4031393	MAE-VEHICLES-TRUCK-LT-374	CD6 2018 FORD F-150 4X4	Monthly Vehicle Inspection	Completed as requested.	2/19/2025	2/19/2025 9:20:00 AM
MAE-4031394	MAE-VEHICLES-TRUCK-LT-375	CD7 2017 FORD F-250	Monthly Vehicle Inspection	Completed as requested.	2/19/2025	2/19/2025 9:19:00 AM
MAE-4031395	MAE-VEHICLES-TRUCK-LT-376	CD8 2017 FORD F-350 4X4 CRANE TRUCK	Monthly Vehicle Inspection	Completed as requested.	2/19/2025	2/19/2025 9:18:00 AM
MAE-4031396	MAE-VEHICLES-TRUCK-LT-377	WT1 2009 FORD F-150	Monthly Vehicle Inspection	Completed as requested.	2/19/2025	2/19/2025 9:16:00 AM
MAE-4032036	MAE-26203	DIGESTER BLOWER #1	Monthly Digester Blower Service	Completed as requested.	2/21/2025	2/21/2025 4:04:00 PM
MAE-4032037	MAE-26204	DIGESTER BLOWER #2	Monthly Digester Blower Service	Completed as requested.	2/21/2025	2/21/2025 4:07:00 PM
MAE-4032038	MAE-26205	DIGESTER BLOWER #3	Monthly Digester Blower Service	Completed as requested.	2/21/2025	2/25/2025 1:58:00 PM
MAE-4032497	MAE-69003	LS #1 SITE	Lift Station Monthly Inspection	Completed as requested.	2/21/2025	2/25/2025 3:03:00 PM
MAE-4032498	MAE-69004	LS #2 SITE	Lift Station Monthly Inspection	Completed as requested.	2/21/2025	2/25/2025 3:17:00 PM
MAE-4032499	MAE-69005	LS #3 SITE	Lift Station Monthly Inspection	Completed as requested.	2/21/2025	2/25/2025 4:15:00 PM
MAE-4032500	MAE-69006	LS #4 SITE	Lift Station Monthly Inspection	Completed as requested.	2/21/2025	2/25/2025 4:25:00 PM
MAE-4032501	MAE-69007	LS #5 SITE	Lift Station Monthly Inspection	Completed as requested.	2/21/2025	2/25/2025 4:43:00 PM
MAE-4032502	MAE-69008	LS #6 SITE	Lift Station Monthly Inspection	Completed as requested.	2/21/2025	2/25/2025 4:51:00 PM
MAE-4032503	MAE-69009	LS #7 SITE	Lift Station Monthly Inspection	Completed as requested.	2/21/2025	2/25/2025 4:54:00 PM
MAE-4032504	MAE-69010	LS #8 SITE	Lift Station Monthly Inspection	Completed as requested.	2/21/2025	2/26/2025 1:53:00 PM
MAE-4032505	MAE-69011	LS #9 SITE	Lift Station Monthly Inspection	Completed as requested.	2/21/2025	2/26/2025 4:26:00 PM
MAE-4032506	MAE-69012	LS #10 SITE	Lift Station Monthly Inspection	Completed as requested.	2/21/2025	2/26/2025 4:39:00 PM
MAE-4032507	MAE-69013	LS #11 SITE	Lift Station Monthly Inspection	Completed as requested.	2/21/2025	2/26/2025 4:40:00 PM
MAE-4032508	MAE-69014	LS #12 SITE	Lift Station Monthly Inspection	Completed as requested.	2/21/2025	2/26/2025 4:41:00 PM
MAE-4032509	MAE-69023	LS #13 SITE	Lift Station Monthly Inspection	Completed as requested.	2/21/2025	2/28/2025 4:29:00 PM
MAE-4032510	MAE-69016	LS #14 Hurlburt Field Site	Lift Station Monthly Inspection	Completed as requested.	2/21/2025	2/28/2025 4:32:00 PM
MAE-4032514	MAE-95402	WWTP SCBA	SCBA Monthly Inspection	Completed as requested.	2/24/2025	2/25/2025 2:55:00 PM
MAE-4034175	MAE-00101	Misty Water Lane 6" Fire Hydrant	Potable Water Dead-End Flushing	Completed as requested.	2/24/2025	2/25/2025 2:52:00 PM
MAE-4035759	MAE-21504	LS #14 PUMP #1	Vertical Pump Monthly Inspection	Completed as requested.	2/27/2025	2/28/2025 4:35:00 PM
MAE-4035760	MAE-21505	LS #14 PUMP #2	Vertical Pump Monthly Inspection	Completed as requested.	2/27/2025	2/28/2025 4:42:00 PM
MAE-4035761	MAE-21502	EFFLUENT PUMP #2	Vertical Pump Monthly Inspection	Completed as requested.	2/27/2025	2/28/2025 4:46:00 PM
MAE-4035762	MAE-21503	EFFLUENT PUMP #3	Vertical Pump Monthly Inspection	Completed as requested.	2/27/2025	2/28/2025 4:51:00 PM
MAE-4036057	MAE-SAFETY-HYDRANTS-F-7191	191 E Miracle Strip Pkwy 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	2/24/2025	2/25/2025 2:35:00 PM
MAE-4036058	MAE-SAFETY-HYDRANTS-F-7192	Point Comfort 2" Flushing Hydrant	Potable Water Dead-End Flushing	Completed as requested.	2/24/2025	2/25/2025 2:58:00 PM

Preventive Maintenance - 185 Total:

Total Calls for Service 509
Day Shift 312
Night Shift 197

Priority 1 Calls 117
calls under 5 minutes 90
calls under 6 minutes 99
calls over 6 minutes 18

Property Crimes 6
Burglary 2
Larceny-Theft 4
Motor Vehicle Theft 0
Arson 0
Criminal Mischief 0

Violent Crime 6
Murder 0
Forcible Rape 0
Robbery 0
Aggravated Assault 6

Traffic Violations-stops 69
Arrest-traffic 2
Citation-traffic 9
Warning-traffic 45
DUI--traffic 1

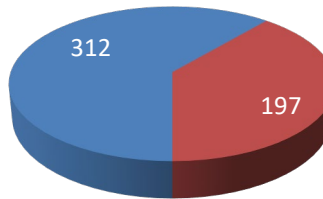
Marine Violations 0
Marine Citations 0
Marine Warnings 0
Marine Crashes 0

Traffic Crash 9
Traffic crash w/injuries 2
Traffic crash w/o injuries 7
Traffic Crash-Fatal 0

City Ord. Violations 1

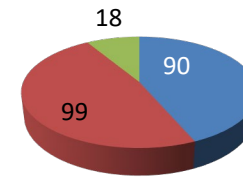
Total Calls for Service

Day Shift Night Shift

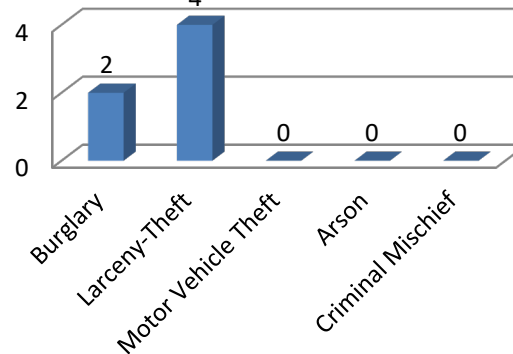


Total Priority One Calls

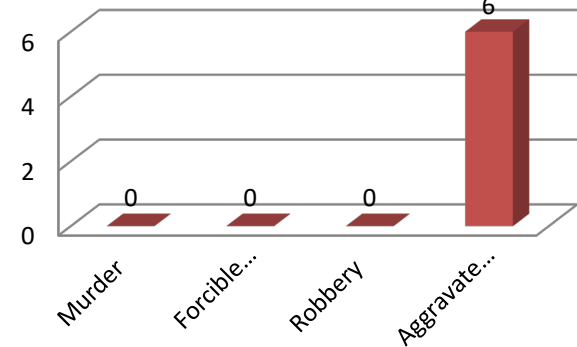
calls under 5 minutes calls under 6 minutes
calls over 6 minutes



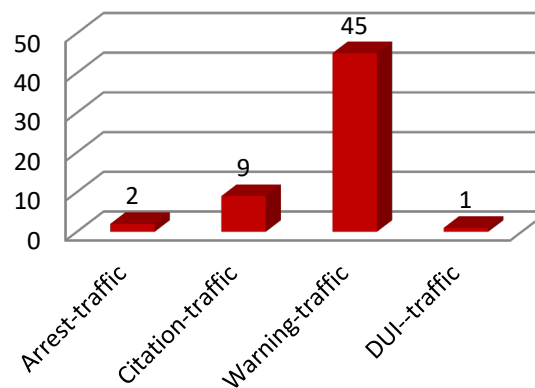
Property Crimes



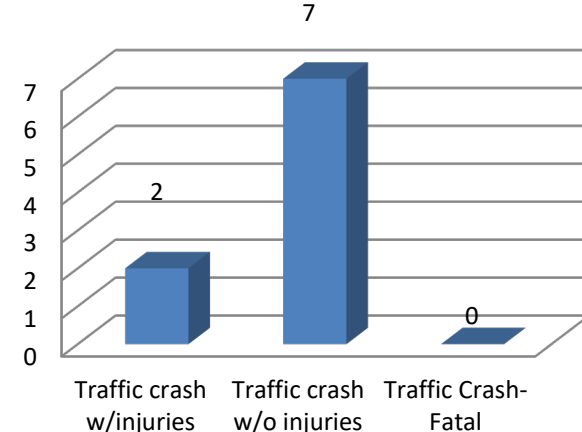
Violent Crime



Traffic Stop Data



Traffic Crashes



Distressed Swimmers 0 **Drownings** 0

Prepared by Analyst Whitney
Rivero on March 4th



**MINUTES
REGULAR MEETING
of THE MARY ESTHER CITY COUNCIL
March 3, 2025 - 6:00 PM**

195 Christobal Road – North, Mary Esther, FL 32569

CITY COUNCIL PRESENT

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

April Sutton, Mayor Pro Tem
Larry Carter, Councilmember
Richard Lawson, Councilmember

CITY STAFF PRESENT

Jared Cobb, City Manager
Jennifer Comella, City Attorney
Dillon Morris, City Clerk

Kelvin Cherry, Code Compliance Officer
Heather Day, Finance Director
Shawn Lindsey, Public Works Director
Tyler Reed, Community Development Director

OTHERS PRESENT

Chad Rewis, OSCO Captain

Jeff Wagner, OCWFD Chief

1. INVOCATION

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

2. CALL TO ORDER

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

3. PLEDGE OF ALLEGIANCE

Mayor Stein led the pledge of allegiance.

4. ROLL CALL

The City Clerk called the roll as reflected above. Councilmember Carter joined remotely. Mayor Stein asked for a motion for Councilmember Carter to participate virtually. Councilmember Coxwell initiated the motion, which was seconded by Mayor Pro Tem Sutton. The motion passed unanimously.

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. City Manager Cobb that the Jacobs contract from a 5-year contract to a 30-day extension. Mayor Stein asked if there were any more changes. Hearing none, Mayor Stein asked for a motion to approve the agenda. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Coxwell. The motion passed unanimously.

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. SPECIAL PRESENTATIONS

6.1. Presentation of the FY24 Annual Comprehensive Financial Report

Joel Bradley, audit principal, Warren Averett, introduced the presentation for Mary Esther's financial year 2024 annual comprehensive financial report. He turned it over to Sloane Perkins, audit supervisor, Warren Averett, to discuss the audit results and the composition of ending fund balances. Joel Bradley continued the presentation, discussing the ten-year historical trend data, the assessed value of taxable property per capita, months of cash & investments, and governmental funds non-capital expenditures per capita. After the presentation, Mayor Stein asked for a motion to approve the audit. Councilmember Coxwell initiated the motion, seconded by Mayor Pro Tem Sutton. The motion passed unanimously.

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

The auditor's presentation is attached to this document.

See attachments for additional documents.

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 unanimously.

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

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 February 3rd, 2025, Regular Council Meeting

7.9. Minutes of the February 17th, 2025, Local Planning Agency Meeting

7.10. Minutes of the February 17th, 2025, Special Council Meeting

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

None.

9. PUBLIC COMMENT (NON-AGENDA ITEMS)

None.

10. UNFINISHED BUSINESS

None.

11. NEW BUSINESS

11.1. Potential First reading of Ordinance 2025-01, Lot Split and Lot Consolidation

Tyler Reed, Community Development Director, led the discussion of Ordinance 2025-01, which discussed the need for clear and structured regulations for lot splits. He stated that the city supports the ordinance. Mayor Stein asked if the city already had it, and Community Development Director Reed said it did not. Mayor Pro Tem Sutton expressed concern over lots losing their identities being split. Councilmember Carter asked if the new lots would require new tap fees, which they would. City Manager Cobb asked if there were any changes and if it would have to come back for another first reading, which it would. Mayor Pro Tem Sutton expressed concerns over how the lot splits would have the lots look with the current ordinance wording. The council had more discussion over the differences between requirements for public and private driveways. Mayor Stein asked for a motion to approve the first reading of Ordinance 2025-01 by title only. Councilmember Oder initiated the motion, seconded by Councilmember Lawson. The motion passed 4-1.

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

City Clerk Morris read the title of Ordinance 2025-01 into the public record.

11.2. Potential First Reading of Ordinance 2025-02, Public Camping or Sleeping in City facilities, grounds, right-of-way, and sidewalks

Tyler Reed, Community Development Director, led the discussion on Ordinance 2025-02, discussing the new Florida Statutes prohibiting public camping and sleeping. He stated the city recommends approval of the ordinance. Mayor Pro Tem Sutton asked if this would affect private property, which it would not. City Clerk Morris read the title of the ordinance into the public record. Mayor Stein asked for a motion to approve the first reading of Ordinance 2025-02 by title only. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Coxwell. The motion passed unanimously.

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

11.3. Potential First Reading of Ordinance 2025-03, Photo Speed Enforcement in School Zones

City Manager Cobb led the discussion on Ordinance 2025-03, discussing the speed studies received back from Highway 98. City Clerk Morris read the title of Ordinance 2025-03. Mayor Stein asked for a motion to approve the first reading of ordinance 2025-03 by title only. Legal Attorney Comella added that the city might want to wait on a second reading since it will take time to approve the speed cameras. Councilmember Coxwell initiated the motion, seconded by

Mayor Pro Tem Sutton. The motion passed unanimously.

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. Resolution 25-03, Supporting OCHIP Recommendation to Establish a Community Land Trust in Okaloosa County

Community Development Director, Tyler Reed, led the discussion on Resolution 25-03, supporting community land trusts. Robert Bage, Chief of Police for Fort Walton Beach, spoke about community land trusts and seeking support for the concept. Mayor Stein asked for a motion to approve Resolution 25-03, supporting OCHIP recommendation to establish a community land trust in Okaloosa County. Councilmember Coxwell initiated the motion, seconded by Mayor Pro Tem Sutton. The motion passed unanimously.

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

City Clerk Morris read the title of Resolution 25-03 into the public record.

11.5. Review and Consideration of Christobal Waterfront Park Design and Proposed Phasing Plan

Sharon Gold, Projects Coordinator for the Tourism Development Department of Okaloosa County, introduced the plan for Christobal Waterfront Park. Councilmember Oder asked about security of the park, with Sharon Gold discussing monitored cameras and automatic closing gates. Councilmember Oder asked how much the maintenance will be with Sharon Gold stating that information will come at a later date. City Manager Cobb discussed the trail and materials that is going on the property. Katie Velasquez, MRD Associates, discussed the trail and some issues with the trail planning and being at the limit of pervious and nonpervious pavement. Trey Goodwin, Okaloosa County Commissioner, discussed further about the park and thanked the city for the partnership on the project. Mayor Stein asked for a motion to approve the proposed plans. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Carter. Ian Blaze, 101 W Mircale Strip Parkway, inquired about the purpose of the gate, and suggested a wake zone, as well as asked if there will be a crosswalk at the property. The motion passed unanimously.

RESULT:	PASSED (5-0)
MOVER:	Mayor Pro Tem April Sutton
SECOND:	Councilmember Larry Carter
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell

NAYS:	None
--------------	------

11.6. Consideration of an Amendment to the CDBG-CV Grant Agreement

Public Works Director, Shawn Lindsey, led the discussion on considering the amendment. He discussed that this was brought before the council but that this was the final approval and that work would be commencing soon. Mayor Stein asked for a motion to approve the attached amendment to the CDBG-CV grant agreement. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Lawson. The motion passed unanimously.

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

11.7. Consideration of Operations, Maintenance, and Management (O&M) Contract with Jacobs

Public Works Director Shawn Lindsey discussed the negotiation of the O&M contract is underway and needs a 30-day extension. Mayor Pro Tem Sutton asked what happens if the council does not have a contract at the end of the 30 days. City Manager Cobb discussed the council could move on to the next highest-ranked proposal. Mayor Stein asked for an option to approve the 30-day extension with Jacobs. Mayor Pro Tem Sutton initiated the motion, seconded by Councilmember Lawson. The motion passed unanimously.

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

11.8. Elliott Park Discussion

Mayor Pro Tem Sutton led the discussion with Elliot Park. She discussed many issues that have already been addressed, but some citizens are using the park as a dog park and bringing baby gates to fence it in. She discussed wanting to make an area in the park a dedicated dog park for the safety of residents. City Manager Cobb discussed that the city is still developing the parks master plan timeline and if they would like to handle this now or wait until the plan is done to get feedback from citizens. Public Works Director Lindsey discussed some of the maintenance that goes into dog parks. Councilmember Oder asked if it is legal to put cameras in the parks to protect citizens. City Attorney Comela said they would have to look into it. City Manager Cobb discussed that a policy would be brought to the council before cameras would be put in place.

See attachments for pictures.

11.9. Law Enforcement Discussion

Mayor Pro Tem Sutton discussed ongoing issues with the mall and roads around the mall with racing and vehicle gatherings. She also discussed the increased crime presence in the city and wants help from law enforcement. Chad Rewis, Okaloosa County Sheriff's Office, discussed the increased crime presence at the mall property, lack of security in the building, urban exploration, homelessness, complications with private property, car clubs meeting more often, and issues with enforcement of certain lawbreaking on private property. He discussed things in the city that could be worthwhile with the mall to alleviate the problems, such as proper signage, barriers,

and current ordinances. Councilmember Coxwell asked if the owner had been there at the property in person. City Manager Cobb discussed that the managing partner is in New York City, and the local manager has had discussions numerous times. Councilmember Carter expressed interest in the city manager and law enforcement listing every possible approach of what to do and engage with the mall for the best course of action. Mayor Pro Tem Sutton thanked Captain Rewis for his insight.

See attachments for picture.

12. COUNCILS' STANDING COMMITTEE STATUS REPORTS

Mayor Pro Tem Sutton discussed the TPO Board meetings, being elected the ECRC Vice Chair TPO Board.

Councilmember Coxwell thanked Chief Baige for coming in and sharing info about OCHIP.

Councilmember Lawson discussed the libraries soup luncheon.

Mayor Stein had no additional comments.

Councilmember Oder thanked Finance Director Day for her hard work on the audit, discussed the FLC Monday morning calls, upcoming changes in Tallahassee, property tax possibly going away, changes in zoning restrictions, changes in voting elections, and the upcoming library cooperative meeting.

Councilmember Carter thanked mayor and council for the support of his daughter.

13. OTHER COMMENTS

City Attorney Comella had no additional comments.

City Clerk Morris reminded mayor and council to check their mailbox, and to take and send him the certificates for the ethics training and cybersecurity training.

City Manager Cobb discussed the maintenance of the ground storage tanks and thanked Finance Director Day for her hard work.

14. ADJOURN

The council meeting adjourned at 8:17 p.m.

CITY OF MARY ESTHER, FLORIDA

FINANCIAL STATEMENTS AND AUDIT RESULTS FOR THE YEAR ENDED SEPTEMBER 30, 2024

3/3/2025

Joel Bradley, CPA - Principal
Sloane Perkins, CPA - Supervisor

AUDIT RESULTS

AUDITORS' REPORT ON THE CITY'S FINANCIAL STATEMENTS

- UNMODIFIED OPINION – CLEAN OPINION
- HIGHEST LEVEL OF ASSURANCE THAT WE CAN PROVIDE

AUDIT FINDINGS

- NO SIGNIFICANT DEFICIENCIES OR MATERIAL WEAKNESSES IDENTIFIED IN THE CITY'S INTERNAL CONTROLS OVER FINANCIAL REPORTING
- NO MATERIAL INSTANCES OF NONCOMPLIANCE WITH LAWS, REGULATIONS, OR GRANT AGREEMENTS

AUDITORS' REPORT ON COMPLIANCE – SINGLE AUDITS

- CITY WAS REQUIRED TO HAVE BOTH A FEDERAL AND FLORIDA SINGLE AUDIT FOR FY24
- NO MATERIAL INSTANCES OF NONCOMPLIANCE WITH MAJOR FEDERAL PROGRAM OR STATE PROJECT COMPLIANCE REQUIREMENTS – CLEAN OPINION
- NO SIGNIFICANT DEFICIENCIES OR MATERIAL WEAKNESSES IDENTIFIED IN THE CITY'S INTERNAL CONTROLS OVER COMPLIANCE FOR FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

COMPOSITION OF ENDING FUND BALANCES – GOVT FUNDS

	General Fund	Discretionary Sales Tax Fund	Total Governmental Funds
FUND BALANCE			
Nonspendable - prepaid items	4,997	-	4,997
Restricted			
Capital expansion projects	183,421	-	183,421
Government infrastructure	-	2,304,968	2,304,968
City Hall building renovations	559,108	-	559,108
Christobal Waterfront Park improvements	861,273	-	861,273
Other purposes	6,064	-	6,064
Committed - natural disaster relief	1,813,711	-	1,813,711
Assigned – FY25 appropriations	2,531,521	-	2,531,521
Unassigned	2,766,416	-	2,766,416
Total fund balances	8,726,511	2,304,968	11,031,479

COMPARISON WITH LOCAL MUNICIPALITIES

	FY2024			FY2023			
	<i>Mary Esther</i>	<i>Mary Esther</i>	<i>Destin</i>	<i>Ft. Walton Beach</i>	<i>Crestview</i>	<i>Niceville</i>	<i>Valparaiso</i>
Fund types	Govt/Prop	Govt/Prop	Govt Only	Govt/Prop	Govt/Prop	Govt/Prop	Govt/Prop
Assessed value of taxable property (millions) ¹	\$ 437.9972	\$ 404.8606	\$ 6,967.4779	\$ 1,886.8675	\$ 1,629.4448	\$ 1,523.6615	\$ 351.6495
Population ²	4,493	4,571	14,594	21,120	27,933	16,492	5,025
Millage rate ¹	5.0261	5.0261	1.6150	4.9999	6.8466	3.7000	5.0240
Millage rate sensitivity	\$ 43,799	\$ 40,486	\$ 696,748	\$ 188,687	\$ 162,944	\$ 152,366	\$ 35,165
Assessed value per capita	\$ 97,484	\$ 88,572	\$ 477,421	\$ 89,340	\$ 58,334	\$ 92,388	\$ 69,980
Property tax revenue	\$ 2,129,476	\$ 1,968,163	\$ 10,878,278	\$ 9,128,959	\$ 10,760,273	\$ 5,416,526	\$ 1,702,255
Total governmental funds revenue	\$ 6,852,518	\$ 5,383,716	\$ 40,209,516	\$ 36,328,153	\$ 30,675,178	\$ 18,328,168	\$ 7,554,103
% of revenue from property taxes	31.1%	36.6%	27.1%	25.1%	35.1%	29.6%	22.5%
Total long-term debt ³	\$ 5,904,237	\$ 1,071,899	\$ 25,529,424	\$ 34,797,273	\$ 37,273,453	\$ 8,711,166	\$ 5,414,304
Ratio - long-term debt per capita	\$ 1,314	\$ 234	\$ 1,749	\$ 1,648	\$ 1,334	\$ 528	\$ 1,077
Governmental funds cash & investments	\$ 11,526,487	\$ 9,369,583	\$ 47,697,271	\$ 45,018,003	\$ 25,621,509	\$ 12,576,111	\$ 7,502,072
Governmental funds non-capital expenditures	\$ 3,827,766	\$ 3,184,782	\$ 17,631,441	\$ 30,027,678	\$ 25,280,434	\$ 16,635,374	\$ 4,429,512
Cash & investments to non-capital expenditures	301%	294%	271%	150%	101%	76%	169%
Ratio - months of cash & investments	36.1	35.3	32.5	18.0	12.2	9.1	20.3
Governmental funds non-capital expenditures	\$ 3,827,766	\$ 3,184,782	\$ 17,631,441	\$ 30,027,678	\$ 25,280,434	\$ 16,635,374	\$ 4,429,512
Ratio - expenditures per capita	\$ 852	\$ 697	\$ 1,208	\$ 1,422	\$ 905	\$ 1,009	\$ 881
Unassigned/assigned governmental fund balances	\$ 5,297,937	\$ 4,087,753	\$ 16,788,335	\$ 14,555,077	\$ 21,493,718	\$ 5,020,724	\$ 4,107,152
Governmental funds total fund balances	\$ 11,031,479	\$ 8,616,467	\$ 47,813,656	\$ 45,294,092	\$ 25,503,743	\$ 9,546,857	\$ 6,622,415
Ratio - available for spending	48.0%	47.4%	35.1%	32.1%	84.3%	52.6%	62.0%
Enterprise funds operating revenue	\$ 3,045,641	\$ 3,093,906	N/A	\$ 17,828,253	\$ 17,859,224	\$ 13,731,053	\$ 4,449,491
Enterprise funds operating expenses	\$ 2,991,543	\$ 2,930,074	N/A	\$ 15,381,187	\$ 14,005,051	\$ 13,698,387	\$ 4,540,766
Ratio - operating profit %	1.8%	5.3%	N/A	13.7%	21.6%	0.2%	-2.1%

¹ FY2024 data is based on the 2023 tax levy and millage rate; FY2023 data is based on the 2022 tax levy and millage rate.

² Estimated by Florida Office of Economic and Demographic Research as of April 1st of the applicable year

³ Does not include lease or subscription liabilities

COMPARISON WITH SIMILAR MUNICIPALITIES

	FY2024	FY2023							
	<i>Mary Esther</i>	<i>Mary Esther</i>	<i>Macclenny</i>	<i>Valparaiso</i>	<i>Lake Alfred</i>	<i>Clewiston</i>	<i>DeFuniak Springs</i>	<i>Bellevue</i>	<i>Perry</i>
Fund types	Govt/Prop	Govt/Prop	Govt/Prop	Govt/Prop	Govt/Prop	Govt/Prop	Govt/Prop	Govt/Prop	Govt/Prop
Assessed value of taxable property (millions) ¹	\$ 437.9972	\$ 404.8606	\$ 363.2936	\$ 351.6494	\$ 320.0418	\$ 315.9022	\$ 310.5246	\$ 308.6375	\$ 306.4340
Population ²	4,493	4,571	7,754	5,025	7,342	7,278	6,158	5,833	7,006
Millage rate ¹	5.0261	5.0261	3.6000	5.0240	6.9890	6.5314	5.5000	5.0000	6.3587
Millage rate sensitivity	\$ 43,799	\$ 40,486	\$ 36,329	\$ 35,165	\$ 32,004	\$ 31,590	\$ 31,053	\$ 30,863	\$ 30,643
Assessed value per capita	\$ 97,484	\$ 88,572	\$ 46,852	\$ 69,980	\$ 43,591	\$ 43,405	\$ 50,426	\$ 52,912	\$ 43,739
Property tax revenue	\$ 2,129,476	\$ 1,968,163	\$ 1,254,309	\$ 1,702,255	\$ 2,171,791	\$ 2,163,013	\$ 1,658,894	\$ 1,511,837	\$ 1,665,028
Total governmental funds revenue	\$ 6,852,518	\$ 5,383,716	\$ 7,855,595	\$ 7,554,103	\$ 10,794,326	\$ 12,386,742	\$ 14,455,560	\$ 6,843,971	\$ 6,450,281
% of revenue from property taxes	31.1%	36.6%	16.0%	22.5%	20.1%	17.5%	11.5%	22.1%	25.8%
Total long-term debt ³	\$ 5,904,237	\$ 1,071,899	\$ 4,037,388	\$ 5,414,304	\$ 1,217,822	\$ 15,079,092	\$ 14,394,561	\$ 5,338,670	\$ 6,161,207
Ratio - long-term debt per capita	\$ 1,314	\$ 234	\$ 521	\$ 1,077	\$ 166	\$ 2,072	\$ 2,338	\$ 915	\$ 879
Governmental funds cash & investments	\$ 11,526,487	\$ 9,369,583	\$ 9,303,383	\$ 7,502,072	\$ 5,337,489	\$ 6,350,546	\$ 8,399,185	\$ 6,243,769	\$ 8,899,496
Governmental funds non-capital expenditures	\$ 3,827,766	\$ 3,184,782	\$ 5,061,225	\$ 4,429,512	\$ 7,162,479	\$ 8,639,895	\$ 11,488,630	\$ 6,719,760	\$ 6,443,391
Cash & investments to non-capital expenditures	301%	294%	184%	169%	75%	74%	73%	93%	138%
Ratio - months of cash & investments	36.1	35.3	22.1	20.3	8.9	8.8	8.8	11.1	16.6
Governmental funds non-capital expenditures	\$ 3,827,766	\$ 3,184,782	\$ 5,061,225	\$ 4,429,512	\$ 7,162,479	\$ 8,639,895	\$ 11,488,630	\$ 6,719,760	\$ 6,443,391
Ratio - expenditures per capita	\$ 852	\$ 697	\$ 653	\$ 881	\$ 976	\$ 1,187	\$ 1,866	\$ 1,152	\$ 920
Unassigned/assigned governmental fund balances	\$ 5,297,937	\$ 4,087,753	\$ 9,047,964	\$ 4,107,152	\$ 2,673,803	\$ 3,464,011	\$ 2,412,044	\$ 2,577,915	\$ 3,950,468
Governmental funds total fund balances	\$ 11,031,479	\$ 8,616,467	\$ 9,241,406	\$ 6,622,415	\$ 7,796,837	\$ 4,597,254	\$ 4,731,596	\$ 6,332,176	\$ 5,725,449
Ratio - available for spending	48.0%	47.4%	97.9%	62.0%	34.3%	75.3%	51.0%	40.7%	69.0%
Enterprise funds operating revenues	\$ 3,045,641	\$ 3,093,906	\$ 3,288,525	\$ 4,449,491	\$ 3,825,566	\$ 21,423,288	\$ 10,393,411	\$ 4,560,875	\$ 7,527,870
Enterprise funds operating expenses	\$ 2,991,543	\$ 2,930,074	\$ 3,391,463	\$ 4,540,766	\$ 3,012,860	\$ 18,116,477	\$ 7,588,854	\$ 2,824,119	\$ 7,210,897
Ratio - operating profit %	1.8%	5.3%	-3.1%	-2.1%	21.2%	15.4%	27.0%	38.1%	4.2%

¹ FY2024 data is based on the 2023 tax levy and millage rate; FY2023 data is based on the 2022 tax levy and millage rate.

² Estimated by Florida Office of Economic and Demographic Research as of April 1st of the applicable year

³ Does not include lease or subscription liabilities

TEN YEAR HISTORICAL TREND DATA

	FY2024	FY2023	FY2022	FY2021	FY2020	FY2019	FY2018	FY2017	FY2016	FY2015
Assessed value of taxable property (millions) ¹	\$ 437.9972	\$ 404.8606	\$ 331.1940	\$ 312.5997	\$ 298.6986	\$ 286.6360	\$ 279.2261	\$ 272.8617	\$ 283.1331	\$ 258.3165
Population ²	4,493	4,571	4,396	4,027	4,038	4,013	3,971	3,973	3,905	3,859
Millage rate ¹	5.0261	5.0261	5.0261	5.0261	5.0261	4.2347	4.2347	3.8880	3.5000	2.6435
Millage rate sensitivity	\$ 43,799	\$ 40,486	\$ 33,120	\$ 31,260	\$ 29,870	\$ 28,664	\$ 27,922	\$ 27,286	\$ 28,313	\$ 25,831
Assessed value per capita	\$ 97,484	\$ 88,572	\$ 75,340	\$ 77,626	\$ 73,972	\$ 71,427	\$ 70,316	\$ 68,679	\$ 72,505	\$ 66,939
Property tax revenue	\$ 2,129,476	\$ 1,968,163	\$ 1,620,681	\$ 1,522,104	\$ 1,451,359	\$ 1,175,646	\$ 1,150,825	\$ 1,026,840	\$ 904,952	\$ 661,214
Total governmental funds revenue	\$ 6,852,518	\$ 5,383,716	\$ 4,371,092	\$ 4,679,410	\$ 4,491,271	\$ 3,890,389	\$ 3,181,161	\$ 3,343,396	\$ 3,609,978	\$ 2,670,234
% of revenue from property taxes	31.1%	36.6%	37.1%	32.5%	32.3%	30.2%	36.2%	30.7%	25.1%	24.8%
Total long-term debt ³	\$ 5,904,237	\$ 1,071,899	\$ 425,375	\$ 259,378	\$ 60,000	\$ 47,400	\$ -	\$ -	\$ -	\$ -
Ratio - long-term debt per capita	\$ 1,314	\$ 234	\$ 97	\$ 64	\$ 15	\$ 12	\$ -	\$ -	\$ -	\$ -
Governmental funds cash & investments	\$ 11,526,487	\$ 9,369,583	\$ 8,042,767	\$ 6,272,885	\$ 4,321,084	\$ 3,565,556	\$ 2,366,954	\$ 1,731,238	\$ 1,231,672	\$ 1,587,114
Governmental funds non-capital expenditures	\$ 3,827,766	\$ 3,184,782	\$ 2,985,374	\$ 2,994,040	\$ 2,851,811	\$ 2,592,350	\$ 2,397,406	\$ 2,636,189	\$ 2,587,688	\$ 2,511,788
Cash & investments to non-capital expenditures	301%	294%	269%	210%	152%	138%	99%	66%	48%	63%
Ratio - months of cash & investments	36.1	35.3	32.3	25.1	18.2	16.5	11.8	7.9	5.7	7.6
Governmental funds non-capital expenditures	\$ 3,827,766	\$ 3,184,782	\$ 2,985,374	\$ 2,994,040	\$ 2,851,811	\$ 2,592,350	\$ 2,397,406	\$ 2,636,189	\$ 2,587,688	\$ 2,511,788
Ratio - expenditures per capita	\$ 852	\$ 697	\$ 679	\$ 743	\$ 706	\$ 646	\$ 604	\$ 664	\$ 663	\$ 651
Unassigned/assigned governmental fund balances	\$ 5,297,937	\$ 4,087,753	\$ 4,335,028	\$ 3,852,799	\$ 3,282,501	\$ 2,474,664	\$ 1,836,572	\$ 1,133,507	\$ 801,809	\$ 1,389,418
Governmental funds total fund balances	\$ 11,031,479	\$ 8,616,467	\$ 7,379,452	\$ 6,100,732	\$ 4,597,501	\$ 3,614,504	\$ 2,403,797	\$ 1,735,322	\$ 1,430,184	\$ 1,410,897
Ratio - available for spending	48.0%	47.4%	58.7%	63.2%	71.4%	68.5%	76.4%	65.3%	56.1%	98.5%
Enterprise funds operating revenues	\$ 3,045,641	\$ 3,093,906	\$ 3,090,157	\$ 2,649,860	\$ 2,316,157	\$ 2,102,588	\$ 2,050,490	\$ 2,009,135	\$ 1,907,454	\$ 1,608,357
Enterprise funds operating expenses	\$ 2,991,543	\$ 2,930,074	\$ 2,893,683	\$ 2,681,577	\$ 2,420,334	\$ 2,345,114	\$ 2,302,718	\$ 2,159,179	\$ 2,031,425	\$ 2,043,507
Ratio - operating profit %	1.8%	5.3%	6.4%	-1.2%	-4.5%	-11.5%	-12.3%	-7.5%	-6.5%	-27.1%

¹ FY2024 data is based on the 2023 tax levy and millage rate; FY2023 data is based on the 2022 tax levy and millage rate.

NOTE: Discretionary sales tax fund was established in FY2019

² Estimated by Florida Office of Economic and Demographic Research as of April 1st of the applicable year

³ Does not include lease or subscription liabilities

FINANCIAL METRICS OVERVIEW

MILLAGE RATE SENSITIVITY

- CHANGE IN PROPERTY TAX REVENUES THAT WOULD BE GENERATED (OR LOST) BY INCREASING (OR DECREASING) THE MILLAGE RATE BY ONE-TENTH OF A POINT (I.E., FROM 4.7302 TO 4.8302)
- DIRECTLY CORRELATED WITH THE ASSESSED VALUE OF TAXABLE PROPERTY

ASSESSED VALUE OF TAXABLE PROPERTY PER CAPITA

- ASSESSED VALUE OF TAXABLE PROPERTY DIVIDED BY THE POPULATION
- IMPACTS THE MILLAGE RATE – PROPERTY TAXES ARE A FUNCTION OF MILLAGE RATE AND ASSESSED VALUE

PERCENTAGE OF GOVERNMENTAL REVENUES FROM PROPERTY TAXES

- PROPERTY TAX REVENUE DIVIDED BY TOTAL GOVERNMENTAL FUNDS REVENUE
- DEGREE TO WHICH A GOVERNMENT RELIES ON PROPERTY TAXES TO FUND GOVERNMENTAL OPERATIONS

LONG-TERM DEBT PER CAPITA

- LONG-TERM DEBT DIVIDED BY THE POPULATION – DEBT PER RESIDENT
- ILLUSTRATES THE GOVERNMENT’S DEGREE OF FLEXIBILITY TO DETERMINE HOW TO ALLOCATE ITS RESOURCES

FINANCIAL METRICS OVERVIEW

GOVERNMENTAL FUNDS MONTHS OF CASH AND INVESTMENTS

- RATIO OF CASH AND INVESTMENTS TO NON-CAPITAL EXPENDITURES DIVIDED BY $\frac{1}{12}$
- GIVEN CURRENT LEVELS OF SPENDING, THIS IS THE NUMBER OF MONTHS THE GOVERNMENTAL FUNDS COULD BE SUSTAINED BY CASH AND INVESTMENTS IF NO ADDITIONAL REVENUES WERE TO BE RECEIVED

GOVERNMENTAL FUNDS NON-CAPITAL EXPENDITURES PER CAPITA

- TOTAL NON-CAPITAL GOVERNMENTAL FUNDS EXPENDITURES DIVIDED BY THE POPULATION
- AMOUNT SPENT PER RESIDENT ON CURRENT EXPENDITURES AND DEBT SERVICE IN THE GOVERNMENTAL FUNDS

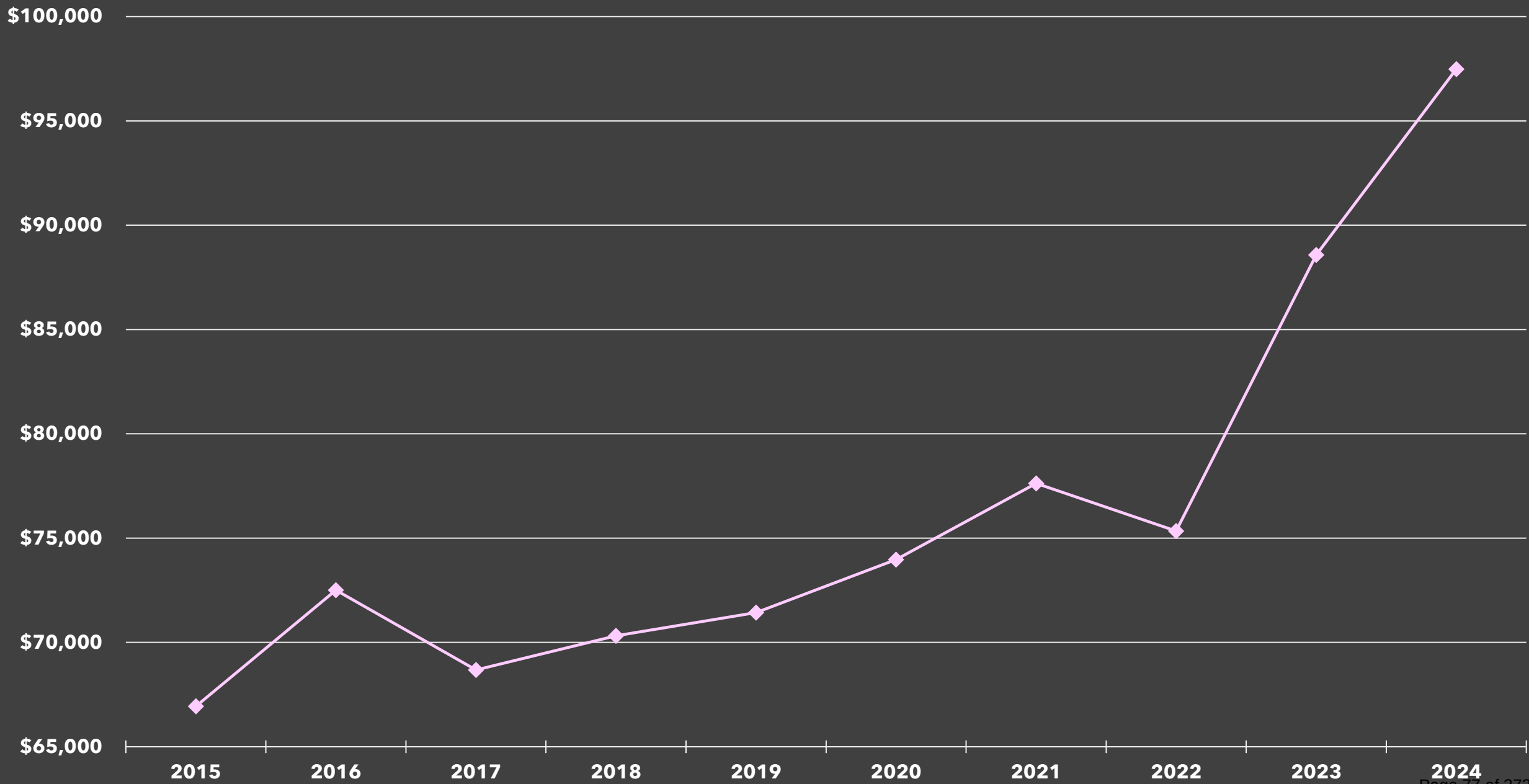
PERCENTAGE OF FUND BALANCE AVAILABLE FOR SPENDING

- ASSIGNED AND UNASSIGNED FUND BALANCE DIVIDED BY TOTAL GOVERNMENTAL FUND BALANCES
- REPRESENTS THE RESOURCES THAT CAN BE SPENT AT THE COUNCIL'S DISCRETION

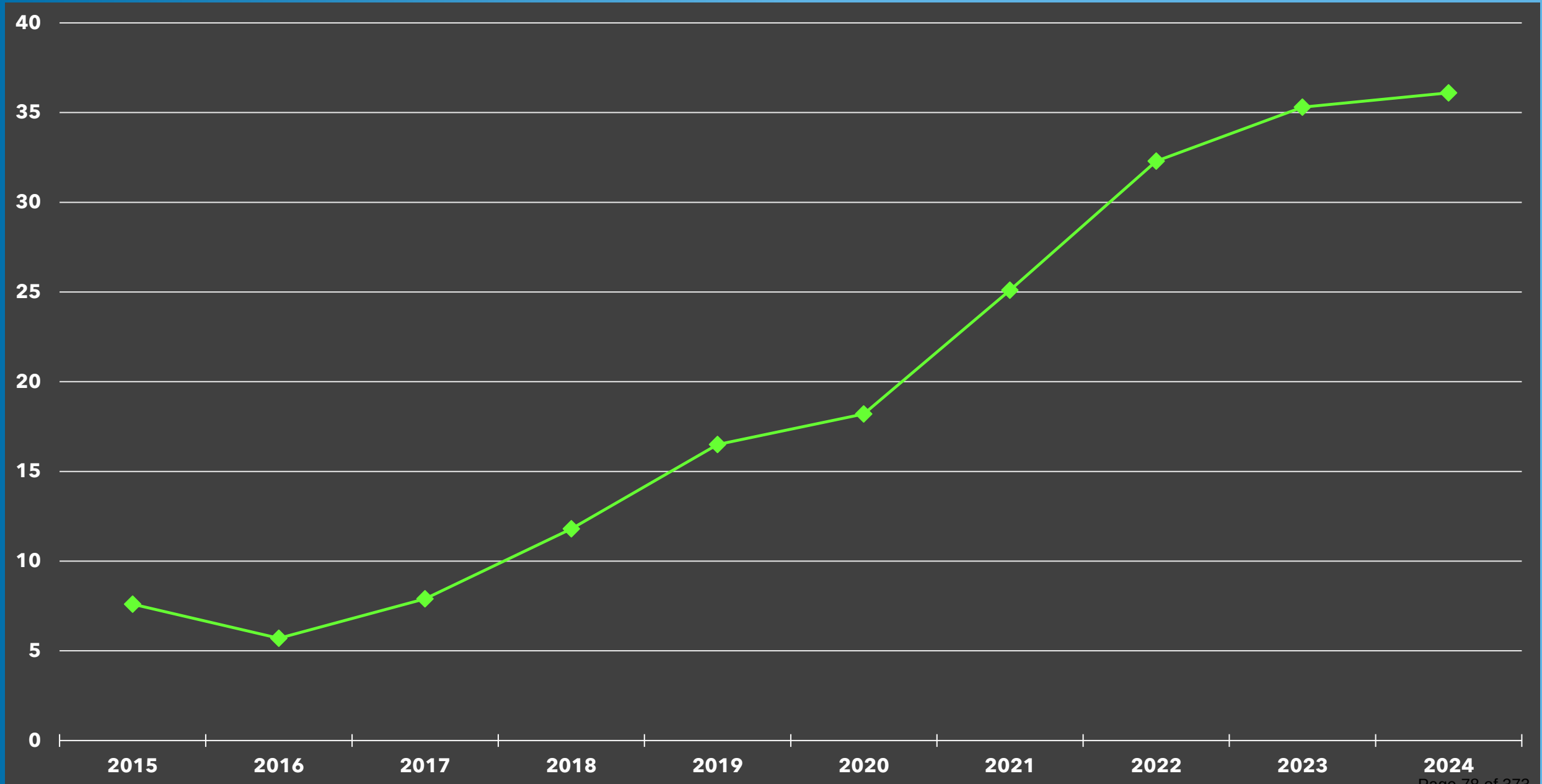
PROPRIETARY FUNDS OPERATING PROFIT RATIO

- NET INCOME FROM OPERATIONS DIVIDED BY GROSS OPERATING REVENUE IN THE PROPRIETARY FUNDS
- ILLUSTRATES THE EXTENT TO WHICH THE PROPRIETARY FUNDS ARE SELF-SUSTAINING

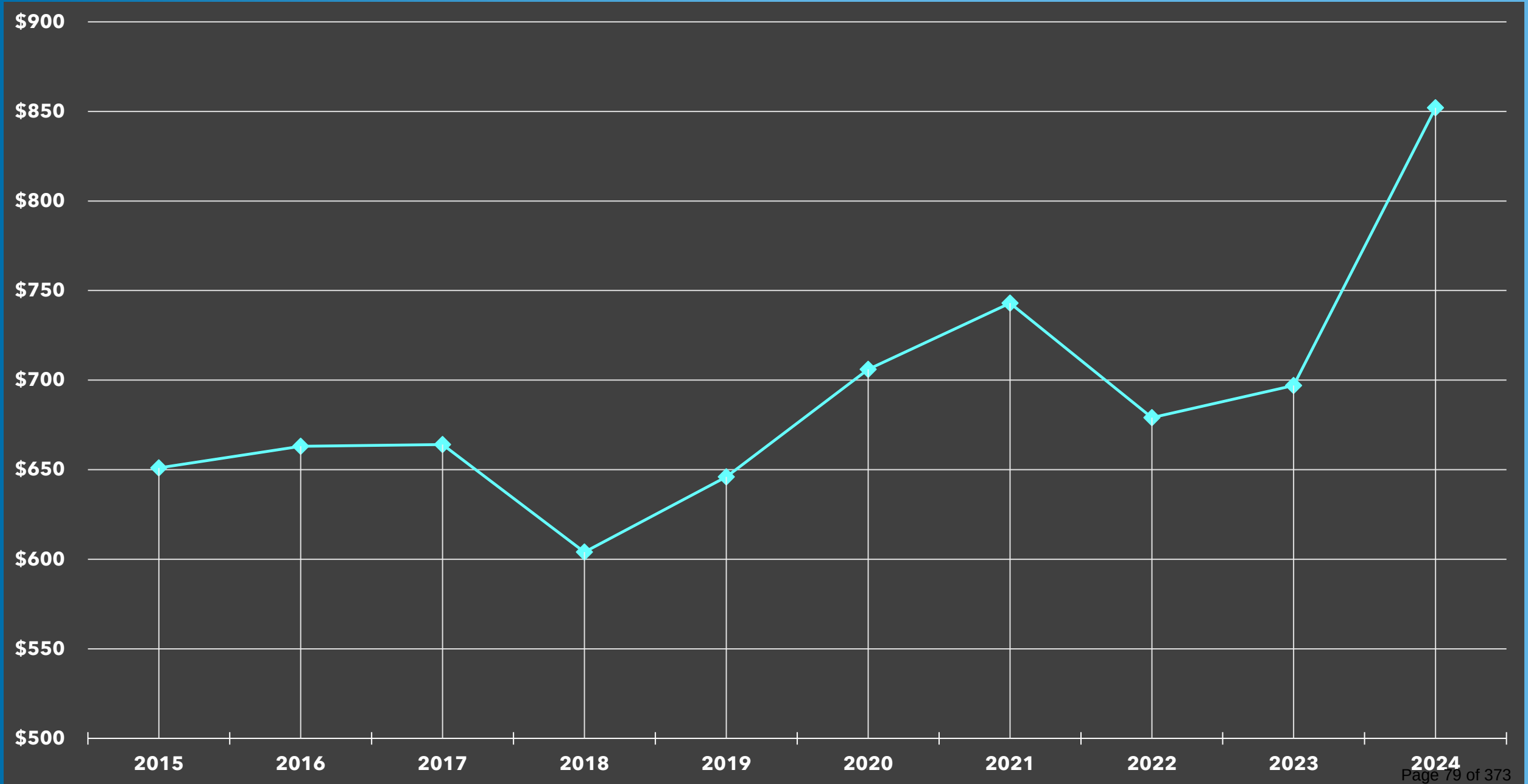
ASSESSED VALUE OF TAXABLE PROPERTY PER CAPITA



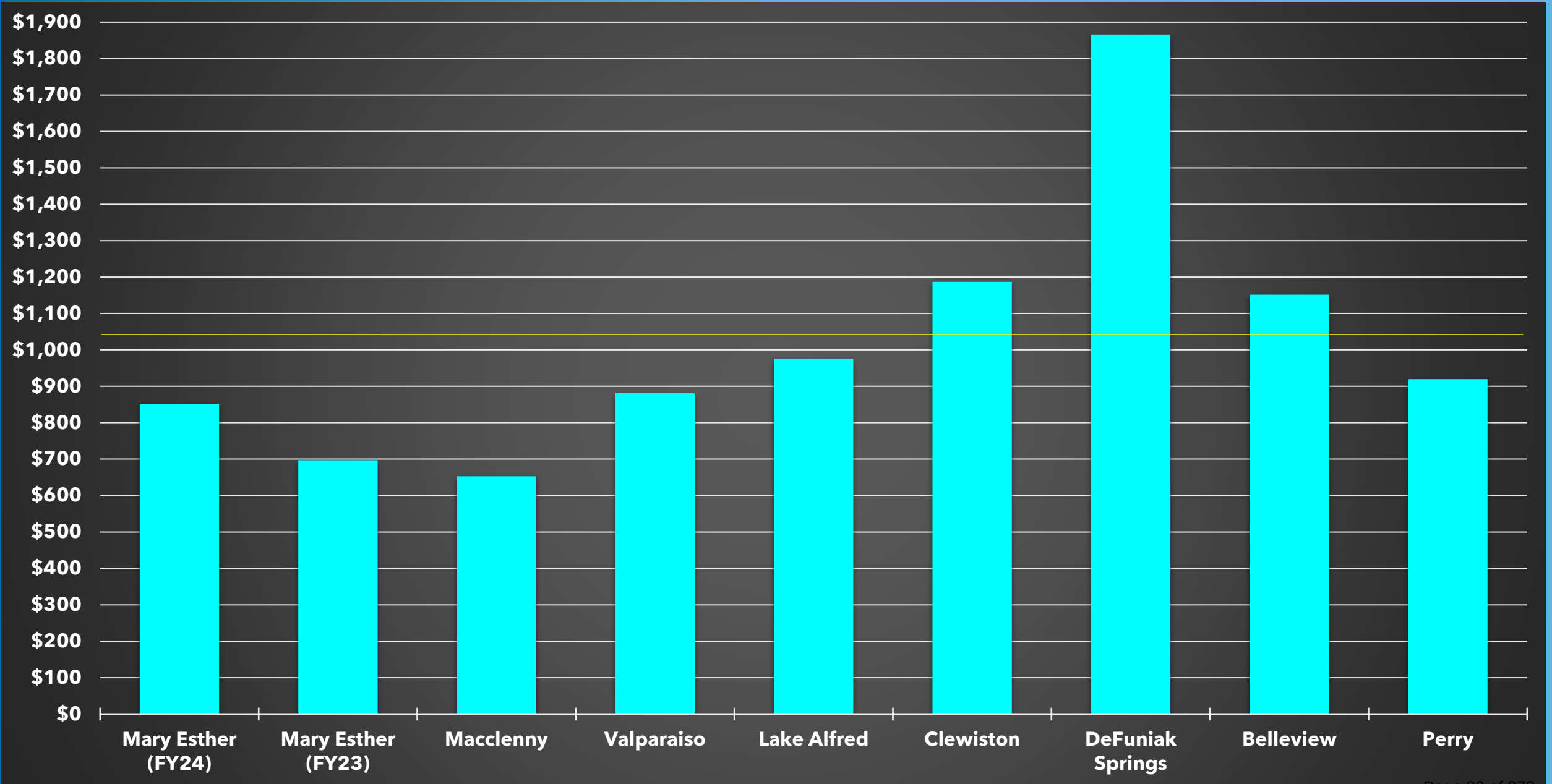
MONTHS OF CASH & INVESTMENTS – GOVERNMENTAL FUNDS



GOVERNMENTAL FUNDS NON-CAPITAL EXPENDITURES PER CAPITA



NON-CAPITAL EXPENDITURES PER CAPITA - GOVT FUNDS



QUESTIONS?



February 21, 2025

To the Mayor and City Council
City of Mary Esther, Florida

Attention: Mayor Chris Stein
Mayor Pro-Tem April Sutton
Councilmember Larry Carter
Councilmember Susan Coxwell
Councilmember Bernie Oder
Councilmember Richard Lawson

We have audited the financial statements of the governmental activities, the business-type activities, and each major fund of the City of Mary Esther, Florida (the City) for the year ended September 30, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550, *Rules of the Florida Auditor General*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated December 2, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during 2024. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

Management's estimate of the depreciation of capital assets is calculated on a straight-line basis based on the estimated useful lives of the assets. We evaluated the key factors and assumptions used to develop the calculation of depreciation of capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the liability for accrued compensated absences is based on the accrued hours of employees eligible for payout upon termination and the individual employee's wage rate. We have evaluated the key factors and assumptions used to develop the calculation of compensated absences in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the liability for other post-employment benefits is based upon the results of a certified actuarial valuation. We evaluated the key factors and assumptions used to develop the other post-employment benefits liability in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of lease and subscription terms, future cash flows, and incremental borrowing rates for the purposes of determining the present value of future lease and subscription payments to be made or received during the lease or subscription term is based upon underlying lease and software subscription contracts, historical experience, and consultations with financial institutions. We evaluated the key factors and assumptions used to develop the calculation of lease receivables, deferred inflows of resources related to leases, subscription assets and subscription liabilities in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 21, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis (MD&A), the budgetary comparison schedules for the general fund and discretionary sales tax fund, and the schedule of changes in the total OPEB liability and related ratios, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the schedule of expenditures of federal awards and state financial assistance, which accompanies the basic financial statements but is not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of the City Council and management of the City of Mary Esther, Florida and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Warren Averett, LLC

Warren Averett, LLC

Elliott Park Issues:

Frequent calls and or text messages from citizens that do not want to report on their neighbors about unleashed dogs in the park.

Most late afternoon a group of citizens from Mary Esther Manor gather at the park with their large dogs and let them loose in the park to play. They have now started bringing baby gates and using bungee cords to “close in” the park so the off-leash dogs can run around.

Complaints about dog poop on top of picnic tables, in the tennis court and all over the park.

Complaints from parents with small kids that they cannot use the playground equipment due to off leash dogs and from some unsafe playground equipment.















AGENDA ITEM

Agenda Item 10.1.

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Reed, Community Development Director

DATE: April 7, 2025

SUBJECT: Second reading of Ordinance 2025-01, Lot Split and Lot Consolidation

BACKGROUND:

Recent proposals for lot splits within the City of Mary Esther have demonstrated a need for clear and structured regulations to guide development and to preserve neighborhood character. The City currently only has the means to subdivide a parcel into three lots or more, through the subdivision and platting process. Florida Statutes 177.031 defines "Subdivision" as the division of land into three or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land; and includes establishment of new streets and alleys, additions, and resubdivisions; and, when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided.

DISCUSSION:

A simple lot split, would allow an applicant to subdivide their property into two lots, without the need to go through the subdivision process. Allowing simple or minor lot splits is a typical practice for municipalities across the state and country. There is a need to ensure that any newly created lots adhere to zoning requirements, provide adequate access, and establish mechanisms for shared maintenance where applicable; and community interest in responsible land use and development has highlighted the necessity for maintaining infrastructure standards and shared access mechanisms. Staff is requesting City Council to review the proposed ordinance and to provide any feedback.

FINANCIAL IMPACT:

There is no anticipated Financial Impact.

RECOMMENDATION:

Motion to approve the second reading of Ordinance 2025-01 by title only.

ATTACHMENT(S):

1. Ordinance 2025-01
2. Business Impact Estimate - Ordinance 2025-01
3. Affidavit

ORDINANCE 2025 -01

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA CREATING THE FOLLOWING SECTIONS OF THE MARY ESTHER CODE OF ORDINANCES: CREATING SECTION 7.09.08 OF ARTICLE 7, TITLED "LOT SPLIT AND LOT COMBINATION"; CREATING SECTION 7.09.08.A; B, ARTICLE 7, PROVIDING FOR DEFINITIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, recent proposals for lot splits have increased within the community, demonstrating a need for clear and structured regulations to guide development; and

WHEREAS, there is a need to ensure that any newly created lots adhere to zoning requirements, provide adequate access, and establish mechanisms for shared maintenance where applicable; and

WHEREAS, community interest in responsible land use and development has highlighted the necessity for maintaining infrastructure standards and shared access mechanisms; and

WHEREAS, the governing body recognizes the importance of preserving neighborhood character while allowing for reasonable property division and development; and

NOW THEREFORE, be it ordained by the Mary Esther City Council 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 7.09.08 titled "Lot Split and Lot Combination", Article 7, of the Mary Esther Land Development Code, is hereby created as follows (note strikethrough text indicates deletions, underline text indicates additions):

Section 7.09.08. Lot Split and Lot Combination.

- A. "Lot Split" is defined as the division of a single unplatted parcel of land into two (2) separate lots, fronting on a public street, or an access easement not involving any new street or road, or the extension of governmental facilities, or the creation of any public improvements, and not adversely affecting the remainder of the parcel or adjoining property, and not in conflict with any provision of this Code or the Comprehensive Plan, with each lot meeting the minimum zoning, access, and infrastructure requirements as outlined in the Land Development Code, being reviewed and approved by the Community Development Director

of the Community Development Department or their designee.

- B. “Lot Combination” is defined as the combining or fusing of up to four unplatted lots that share common property lines and are under the same ownership and that after combining is fronted by a public street, and not adversely affecting the remainder of the adjoining properties, and not in conflict with any provision of this Code or the Comprehensive Plan, with the combined lot meeting the minimum zoning, access, and infrastructure requirements as outlined in the Land Development Code, being reviewed and approved by the Community Development Director of the Community Development Department or their designee.

C. Lot Split regulations:

1. A lot may only split into a maximum of two lots per lot split application, with the possibility of splitting one of the previously split lots one additional time after the initial split from the parent parcel. No lot split or series of lot splits will be allowed to create more than 3 lots from the parent parcel.
2. The applicant must apply separately for each lot split if three (3) lots is the ultimate desired outcome.
3. The City’s Community Development Director or their designee shall establish application requirements for lot splits which may include reasonable review, surveys, property title searches, drawings showing setbacks and any other reasonable requirements necessary to effectuate the intent of this ordinance. Application fees shall be established by resolution of the City Council.
4. If three (3) lots are to be created through the lot split process the property owner will be required to go through the City’s platting process.
5. All split lots must meet the minimum requirements of the zoning district in which they are located.
6. Once a parent parcel has been split and has reached a maximum of three (3) lots, additional lot splits will be prohibited.
7. Each lot created shall have a minimum of twenty (20) feet of frontage to a public right-of-way.
8. Lot frontage shall refer to the side of the property line that fronts a public right-of-way, or if a lot does not front a public right-of-way, the lot frontage shall be where the lot fronts any access easement or private right of way. Front setbacks will be measured from the property line, not the easement line or private right of way.

9. Exceptions apply to lots abutting Highway 98: Lots may share a common driveway with at least a minimum of twenty (20) feet frontage to Highway 98:
- a. The common driveway may be recorded under an access easement or tract.
 - b. The common driveway must have a shared maintenance agreement to ensure long-term upkeep of the shared access.
 - c. The common driveway must be a minimum nine (9) feet in width.
 - d. The access easement for the common driveway shall be a minimum of twenty (20) feet.
 - e. The shared maintenance agreement must outline the financial and operational responsibilities of each lot owner utilizing the driveway.

D. Lot Combination:

- 1. Unplatted lots that share a property line and under the same ownership may be combined, provided that no more than four (4) adjacent lots are combined.
- 2. An application is required to combine unplatted lots within the city limits.
- 3. All lots must meet the minimum requirements of the zoning district in which they are located.
- 4. The City's Community Development Director or their designee shall establish application requirements for lot combinations which may include review, surveys, property title searches, drawings showing setbacks and any other reasonable requirements necessary to effectuate the intent of this ordinance. Application fees shall be established by resolution of the City Council
- 5. Once lots have been combined, they may be split into new lots if they have not been previously split through the lot split process outlined in this ordinance.
- 6. All combined lots must adhere to the zoning requirements of the district in which they are located. Lots that are seeking to be combined which have differing zoning designations must seek a rezone having only one zoning designation as a condition of any

lot combination.

7. The combination of lots shall be recorded with the County.

8. The combined lots shall have a minimum frontage of twenty (20) feet to public right of way or a common driveway may be recorded under an access easement or tract.

9. The common driveway must have a shared maintenance agreement to ensure long-term upkeep of the shared access.

10. The common driveway must be a minimum nine (9) feet in width

11. The access easement for the common driveway shall be a minimum of twenty (20) feet.

12. The shared maintenance agreement must outline the financial and operational responsibilities of each lot owner utilizing the driveway.

E. Enforcement and Compliance.

1. Any lot split or lot combination in violation of this ordinance shall be deemed unlawful and subject to penalties as prescribed by local regulations.
2. All lot splits and lot combination applications will be reviewed and approved through the Community Development Department or their designee, if all regulations are met without the need for a variance, a rezone, or conditional use permits.

Section 3. 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 City, the provision which establishes the higher standards for the promotion and protection of the health and safety of the people shall prevail.

Section 4. Scrivener's Errors. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Mary Esther, Florida, and to that end, 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. Additionally, 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 5. Modifications. It is the intent of the City that the provisions of this ordinance may be modified because of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

Section 6. 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 7. Codification. It is the intention of the Council that the provisions of this Ordinance shall become a part of the City'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 8. Effective date. The provisions of this Ordinance shall take effect as provided by law.

So Done this _____ day of _____, 2025.

By: _____

Chris Stein, Mayor

City of Mary Esther, Florida

ATTEST:

Dillon Morris

City Clerk

1st Reading:

Published:

2nd Reading:

Business Impact Estimate

ORDINANCE NO. 2025 - 01

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA CREATING THE FOLLOWING SECTION OF THE MARY ESTHER CODE OF ORDINANCES: CREATING SECTION 7.09.08 OF ARTICLE 7, TITLED "LOT SPLIT AND LOT COMBINATION"; CREATING SECTION 7.09.08.A; B, ARTICLE 7, PROVIDING FOR DEFINITIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; 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 of Mary Esther is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the city is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☐ 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
- ☐ 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.

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

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Mary Esther 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):

Ordinance 2025-01 creates sections of the Mary Esther code of ordinances, including section 7.09.08 of article 7 titled "Lot Split and Lot Combination" and section 7.09.08.A; B, Article 7. The city has had an increase in recent proposals for lot splits, demonstrating a need for clear and structured regulations to guide development. The intent is to make lot splits clearer and easier for all parties involved.

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

(a) An estimate of direct compliance costs that businesses may reasonably incur;

No direct impact on general businesses.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

There will be a fee for those applicants who seek lot splits to cover time and costs for staff to review. The fee will be set by the city council via resolution.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

This ordinance does not impose new regulatory costs.

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

None.

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

No additional information.

AFFIDAVIT OF PUBLICATION

Dillon Morris
Ext 11 Fx 243-0736
City Of Mary Esther
195 CHRISTOBAL ROAD
Mary Esther FL 32569

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Northwest Florida Daily News, published in Okaloosa County, Florida; with circulation in Okaloosa and Walton Counties; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Okaloosa and Walton Counties, Florida, or in a newspaper by print in the issues of, on:

03/24/2025, 03/31/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/31/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$400.64

Tax Amount: \$0.00

Payment Cost: \$400.64

Order No: 11129618

Customer No: 535985

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

PUBLIC NOTICE
CITY OF MARY ESTHER
All residents of the City of Mary Esther, Florida, are hereby notified that at the Regular Meeting of the City Council on Monday, April 7, 2025, at 6:30 p.m. the second and final reading of the following ordinances as written in title below will be heard. A copy of the entire ordinance is available for inspection by the public in the City Clerk's Office of City Hall, 195 Christobal Road N in Mary Esther.

ORDINANCE NO. 2025 - 01
AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA CREATING THE FOLLOWING SECTION OF THE MARY ESTHER CODE OF ORDINANCES: CREATING SECTION 7.09.08 OF ARTICLE 7, TITLED "LOT SPLIT AND LOT COMBINATION"; CREATING SECTION 7.09.08.A; B, ARTICLE 7, PROVIDING FOR DEFINITIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2025 - 02
AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA CREATING THE FOLLOWING SECTIONS OF THE MARY ESTHER CODE OF ORDINANCES: CREATING SECTION 14-7 OF ARTICLE I, CHAPTER 14, TITLED "PROHIBITION OF PUBLIC CAMPING OR SLEEPING WITHIN CITY BUILDINGS OR ITS GROUNDS"; CREATING SECTION 14-8 OF ARTICLE I, CHAPTER 14, TITLED "PROHIBITION OF PUBLIC CAMPING OR SLEEPING ON CITY STREETS, SIDEWALKS, RIGHT-OF-WAY AND OTHER PUBLIC WAYS"; CREATING SECTION 14-6, ARTICLE I, CHAPTER 14, PROVIDING FOR A DEFINITION OF "PUBLIC CAMPING OR SLEEPING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2025 - 03
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA; PROVIDING FOR AUTHORITY; ESTABLISHING CHAPTER 18, ARTICLE IV, SPEED ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

If a person decides to appeal any decision made with respect to any matter considered at such meeting, 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. The facility is handicap accessible. If special accommodations are needed for sight, sound, language, or physical impairment, please contact the City Clerk at least 48 hours prior to the meeting by calling (850) 362-6855.
Dillon Morris
City Clerk
#11129618; 03/24, 03/31/2025

KAITLYN FELTY
Notary Public
State of Wisconsin

AGENDA ITEM

Agenda Item 10.2.

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Reed, Community Development Director

DATE: April 7, 2025

SUBJECT: Second Reading of Ordinance 2025-02, 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:

Staff requested feedback from Council and law enforcement on the best approach to demonstrate proactive enforcement of the provisions of Chapter 2024-11, Laws of Florida at the December 9, 2024 Regular City Council Meeting. Lt. Rodney Owens of the Okaloosa County Sheriff's department provided comments in favor of these provisions. Updating and providing signage to indicate these provisions was also discussed.

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:

Motion to approve the second reading of Ordinance 2025-02 by title only.

ATTACHMENT(S):

1. Ordinance 2025-02, Public Sleeping an Camping
2. Ordinance 2024-19 PUBLIC HEARING RELATED TO PUBLIC SLEEPING AND CAMPING
3. Business Impact Estimate - Ordinance 2025-02
4. Affidavit

ORDINANCE 2025 - 02

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA CREATING THE FOLLOWING SECTIONS OF THE MARY ESTHER CODE OF ORDINANCES: CREATING SECTION 14-7 OF ARTICLE I, CHAPTER 14, TITLED "PROHIBITION OF PUBLIC CAMPING OR SLEEPING WITHIN CITY BUILDINGS OR ITS GROUNDS"; CREATING SECTION 14-8 OF ARTICLE I, CHAPTER 14, TITLED "PROHIBITION OF PUBLIC CAMPING OR SLEEPING ON CITY STREETS, SIDEWALKS, RIGHT-OF-WAY AND OTHER PUBLIC WAYS"; CREATING SECTION 14-6, ARTICLE I, CHAPTER 14, PROVIDING FOR A DEFINITION OF "PUBLIC CAMPING OR SLEEPING"; 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 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; and

WHEREAS, City 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, the Okaloosa County Board of County Commissioners adopted Ord. 24-19 on September, 17th, 2024 in response to Chapter No. 2024-11, Laws of Florida.

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 Council finds it appropriate to create sections of the 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 city facility, grounds, or right of way is prohibited unless designated as public camping for recreational use.

NOW THEREFORE, be it ordained by the Mary Esther City Council 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 14-7 titled "Prohibition of Public Camping or Sleeping Within City Buildings or Its Grounds", Article I, Chapter 14 of the Mary Esther Code of Ordinances, is hereby created as follows (note strikethrough text indicates deletions, underline text indicates additions):

Section 14-7. Prohibition of Public Camping or Sleeping within City Buildings or Its Grounds.

- (a) It shall be unlawful for any person, as defined in Section 14-6, to publicly camp or sleep in any City owned building or its grounds unless designated for public camping and sleeping for recreational purposes by the City. For purposes of this prohibition, grounds shall include the entirety of the parcel of property owned by the City 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 City 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 14-8 titled "Prohibition of Public Camping or Sleeping on City Streets, Sidewalks, Right-of-Way and Other Public Ways", Article I, Chapter 14 of the Mary Esther Code of Ordinances, is hereby created as follows (note strikethrough text indicates deletions, underline text indicates additions):

Section 14-8. Prohibition of Public Camping or Sleeping on City Streets, Sidewalks, Right-of-Way and Other Public Ways.

- (a) It shall be unlawful for any person to publicly camp or sleep upon any City owned street, sidewalk, right-of-way or other City owned public ways unless designated for public camping and sleeping for recreational purposes by the City.
- (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 City 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 4. Section 14-6, Article I, Chapter 14 of the Mary Esther Code of Ordinances, titled "definitions" is hereby created to include the following definition (note strikethrough 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 City for such purposes.

- c. 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 or leave non-permitted items such as, but not limited to, personal belongings, collapsible structures, sheds, trailers, etc. unattended overnight and/or those time periods during which the beaches, city 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 City, 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 Council that the provisions of this Ordinance shall become a part of the City'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.

So Done this _____ day of _____, 2025.

By: _____

Chris Stein, Mayor

City of Mary Esther, Florida

ATTEST:

Dillon Morris

City Clerk

1st Reading:

Published:

2nd Reading:

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.

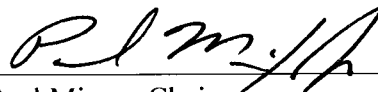
Section 7. Severability. If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provision thereof shall be held to be inapplicable to any person,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

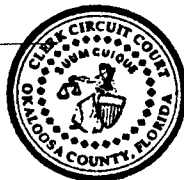
PASSED AND DULY ADOPTED by the Board of County Commissioners of Okaloosa County, Florida this 17th day of September, 2024.

BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA


Paul Nixon, Chairman

ATTEST

JD Peacock II, Clerk



APPROVED AS TO FORM


Lynn M. Hoshihara

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5

3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5

23
24
25
26
27
28
29
30

25
26
27
28
29
30

31
32
33
34
3536
37
38
39
40
4142
43
44
45

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

Business Impact Estimate

ORDINANCE NO. 2025 - 02

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA CREATING THE FOLLOWING SECTIONS OF THE MARY ESTHER CODE OF ORDINANCES: CREATING SECTION 14-7 OF ARTICLE I, CHAPTER 14, TITLED "PROHIBITION OF PUBLIC CAMPING OR SLEEPING WITHIN CITY BUILDINGS OR ITS GROUNDS"; CREATING SECTION 14-8 OF ARTICLE I, CHAPTER 14, TITLED "PROHIBITION OF PUBLIC CAMPING OR SLEEPING ON CITY STREETS, SIDEWALKS, RIGHT-OF-WAY AND OTHER PUBLIC WAYS"; CREATING SECTION 14-6, ARTICLE I, CHAPTER 14, PROVIDING FOR A DEFINITION OF "PUBLIC CAMPING OR SLEEPING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; 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 of Mary Esther is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the city is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☒ 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
- ☐ 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;

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

- 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.

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

Not applicable due to exemption.

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;

Not applicable due to exemption.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

Not applicable due to exemption.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Not applicable due to exemption.

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

Not applicable due to exemption.

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

Not applicable due to exemption.

AFFIDAVIT OF PUBLICATION

Dillon Morris
Ext 11 Fx 243-0736
City Of Mary Esther
195 CHRISTOBAL ROAD
Mary Esther FL 32569

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Northwest Florida Daily News, published in Okaloosa County, Florida; with circulation in Okaloosa and Walton Counties; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Okaloosa and Walton Counties, Florida, or in a newspaper by print in the issues of, on:

03/24/2025, 03/31/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/31/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$400.64

Tax Amount: \$0.00

Payment Cost: \$400.64

Order No: 11129618

Customer No: 535985

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

PUBLIC NOTICE
CITY OF MARY ESTHER
All residents of the City of Mary Esther, Florida, are hereby notified that at the Regular Meeting of the City Council on Monday, April 7, 2025, at 6:30 p.m. the second and final reading of the following ordinances as written in title below will be heard. A copy of the entire ordinance is available for inspection by the public in the City Clerk's Office of City Hall, 195 Christobal Road N in Mary Esther.

ORDINANCE NO. 2025 - 01
AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA CREATING THE FOLLOWING SECTION OF THE MARY ESTHER CODE OF ORDINANCES: CREATING SECTION 7.09.08 OF ARTICLE 7, TITLED "LOT SPLIT AND LOT COMBINATION"; CREATING SECTION 7.09.08.A; B, ARTICLE 7, PROVIDING FOR DEFINITIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2025 - 02
AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA CREATING THE FOLLOWING SECTIONS OF THE MARY ESTHER CODE OF ORDINANCES: CREATING SECTION 14-7 OF ARTICLE I, CHAPTER 14, TITLED "PROHIBITION OF PUBLIC CAMPING OR SLEEPING WITHIN CITY BUILDINGS OR ITS GROUNDS"; CREATING SECTION 14-8 OF ARTICLE I, CHAPTER 14, TITLED "PROHIBITION OF PUBLIC CAMPING OR SLEEPING ON CITY STREETS, SIDEWALKS, RIGHT-OF-WAY AND OTHER PUBLIC WAYS"; CREATING SECTION 14-6, ARTICLE I, CHAPTER 14, PROVIDING FOR A DEFINITION OF "PUBLIC CAMPING OR SLEEPING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2025 - 03
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA; PROVIDING FOR AUTHORITY; ESTABLISHING CHAPTER 18, ARTICLE IV, SPEED ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

If a person decides to appeal any decision made with respect to any matter considered at such meeting, 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. The facility is handicap accessible. If special accommodations are needed for sight, sound, language, or physical impairment, please contact the City Clerk at least 48 hours prior to the meeting by calling (850) 362-6855.
Dillon Morris
City Clerk
#11129618; 03/24, 03/31/2025

KAITLYN FELTY
Notary Public
State of Wisconsin

AGENDA ITEM

Agenda Item 10.3.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: April 7, 2025

SUBJECT: Second Reading of Ordinance 2025-03, Photo Speed Enforcement in School Zones

BACKGROUND:

In 2023, the State of Florida enacted legislation (Chapter 2023-174, Laws of Florida) granting municipalities the authority to implement School Speed Safety Programs in designated school zones. These programs utilize speed detection systems to enhance safety and enforce speed limits, using technology to monitor and control vehicle speeds. The systems only operate on school days, during active school zone hours, which are generally 30 minutes before and after the start and end of the school day. The fine for exceeding the school zone speed limit by more than 10 mph is \$100.

City staff has met with three firms that partner with municipalities to establish these programs: Altumint, RedSpeed, and Blue Line Solutions. Each firm conducted a speed study in the Mary Esther Elementary School Zone on Highway 98, revealing varying levels of speeding violations (10+ mph over the posted speed limit) per day:

Altumint: 580 violations
RedSpeed: 2,092 violations
Blue Line Solutions: 717 violations

DISCUSSION:

Ordinance 2025-03 proposes establishing a School Speed Safety Program within the school zone on Highway 98 near Mary Esther Elementary School. The program aims to reduce speeding and improve safety for students, faculty, and pedestrians.

The City Council completed the first reading of the ordinance on March 3. The business impact statement and public hearing notice were published in the Northwest Florida Daily News. If the City Council completes the second reading, the ordinance will be adopted, and staff will proceed with selecting a vendor.

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. As stated above, a business impact statement will be

required before adoption.

RECOMMENDATION:

Motion to approve the second reading of Ordinance 2025-03 by title only.

ATTACHMENT(S):

1. Ordinance 2025-03, Photo Speed Enforcement in School Zones
2. Altumint Speed Study
3. RedSpeed Speed Study
4. Blue Line Solutions Speed Study
5. Florida House Bill 657
6. Shalimar Ordinance
7. Fort Walton Beach Ordinance
8. Business Impact Estimate - Ordinance 2025-03
9. Affidavit

ORDINANCE 2025-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA; PROVIDING FOR AUTHORITY; ESTABLISHING CHAPTER 18, ARTICLE IV. SPEED ENFORCEMENT; 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; and

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 18, ARTICLE IV

Chapter 18, Article IV. Speed Enforcement of the City of Mary Esther Code of Ordinances shall be established as follows:

ARTICLE IV. SPEED ENFORCEMENT

Sec. 18-38. - 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. 18-39. - 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. 18-40. - 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:

- 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. 18-41. - 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. 18-42. - 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. 18-43. - 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.

SO DONE this ____ day of _____ 2025.

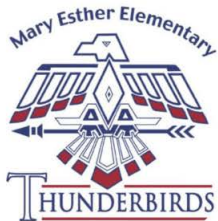
By: _____
Chris Stein, Mayor

ATTEST:

Dillon Morris
City Clerk

First Reading:
Published:
Second Reading

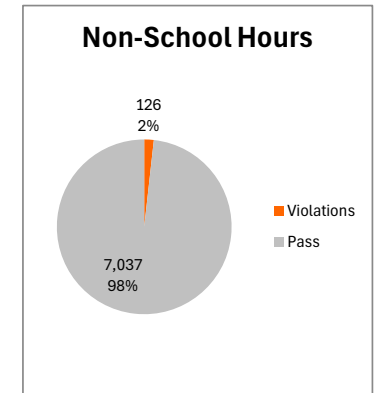
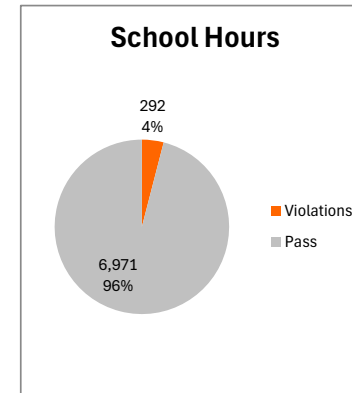
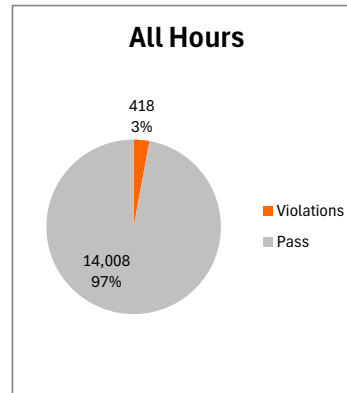
SPEED STUDY RESULTS



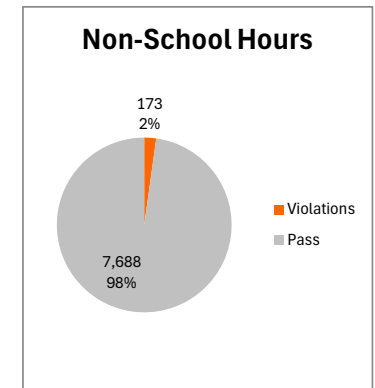
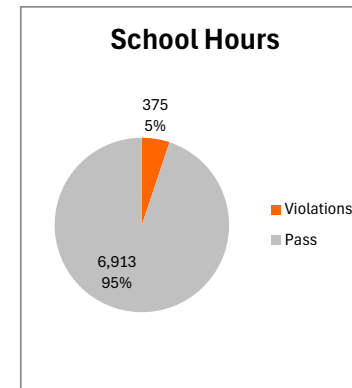
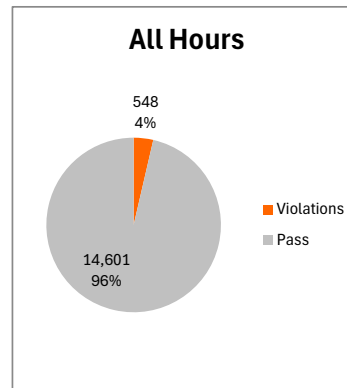
Zone 1-Mary Esther Elementary School	
2 Day Average 2/11-2/12	School Hours
Violations	580

MARY ESTHER MS EB

2/11/2025	All Hours	School Hours	Non-School Hours
Vehicle Count	14,426	7,263	7,163
Violations	418	292	126
Pass	14,008	6,971	7,037
Average Speed	37.0	35.4	38.7
Median Speed	37.9	36.9	38.9
85th Percentile Speed	43.4	42.5	44.1

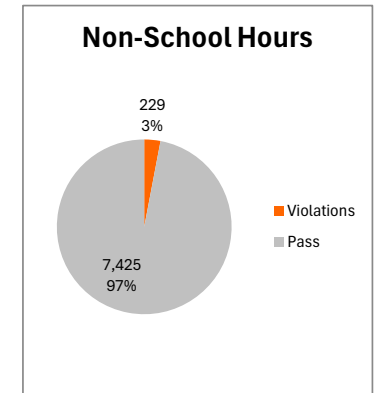
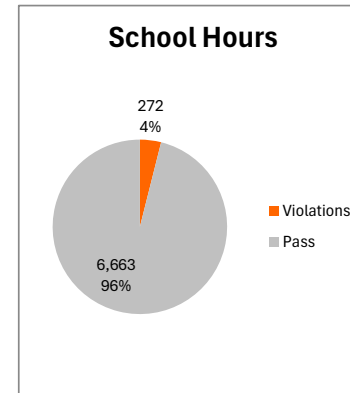
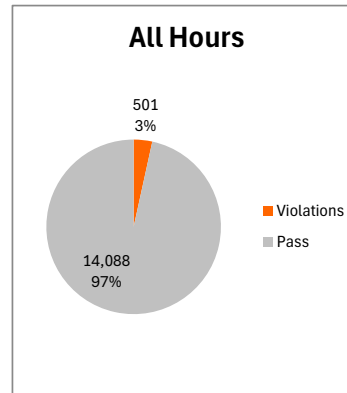


2/12/2025	All Hours	School Hours	Non-School Hours
Vehicle Count	15,149	7,288	7,861
Violations	548	375	173
Pass	14,601	6,913	7,688
Average Speed	37.6	35.8	39.3
Median Speed	38.6	37.4	39.5
85th Percentile Speed	44.1	43.1	44.9

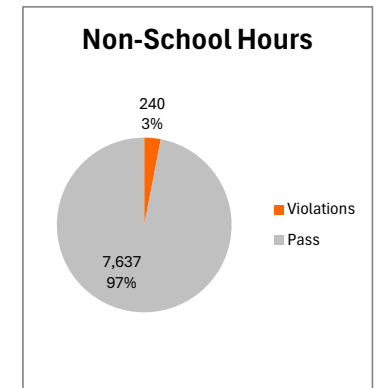
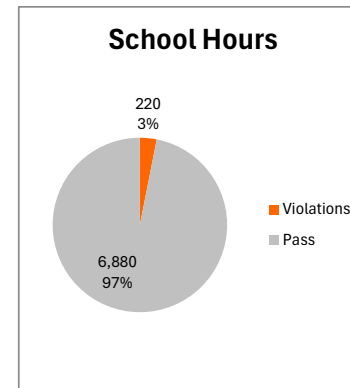
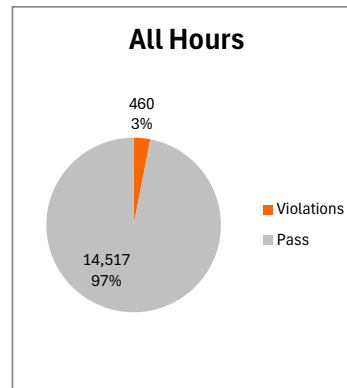


MARY ESTHER MS WB

2/11/2025	All Hours	School Hours	Non-School Hours
Vehicle Count	14,589	6,935	7,654
Violations	501	272	229
Pass	14,088	6,663	7,425
Average Speed	37.8	35.8	39.6
Median Speed	38.7	37.6	39.7
85th Percentile Speed	44.4	43.1	45.4



2/12/2025	All Hours	School Hours	Non-School Hours
Vehicle Count	14,977	7,100	7,877
Violations	460	220	240
Pass	14,517	6,880	7,637
Average Speed	38.0	35.6	40.1
Median Speed	39.1	37.7	40.2
85th Percentile Speed	44.7	43.5	45.5





School Zone Speed Study

Conducted by RedSpeed for City Of Mary Esther

February 11th thru 13th, 2025



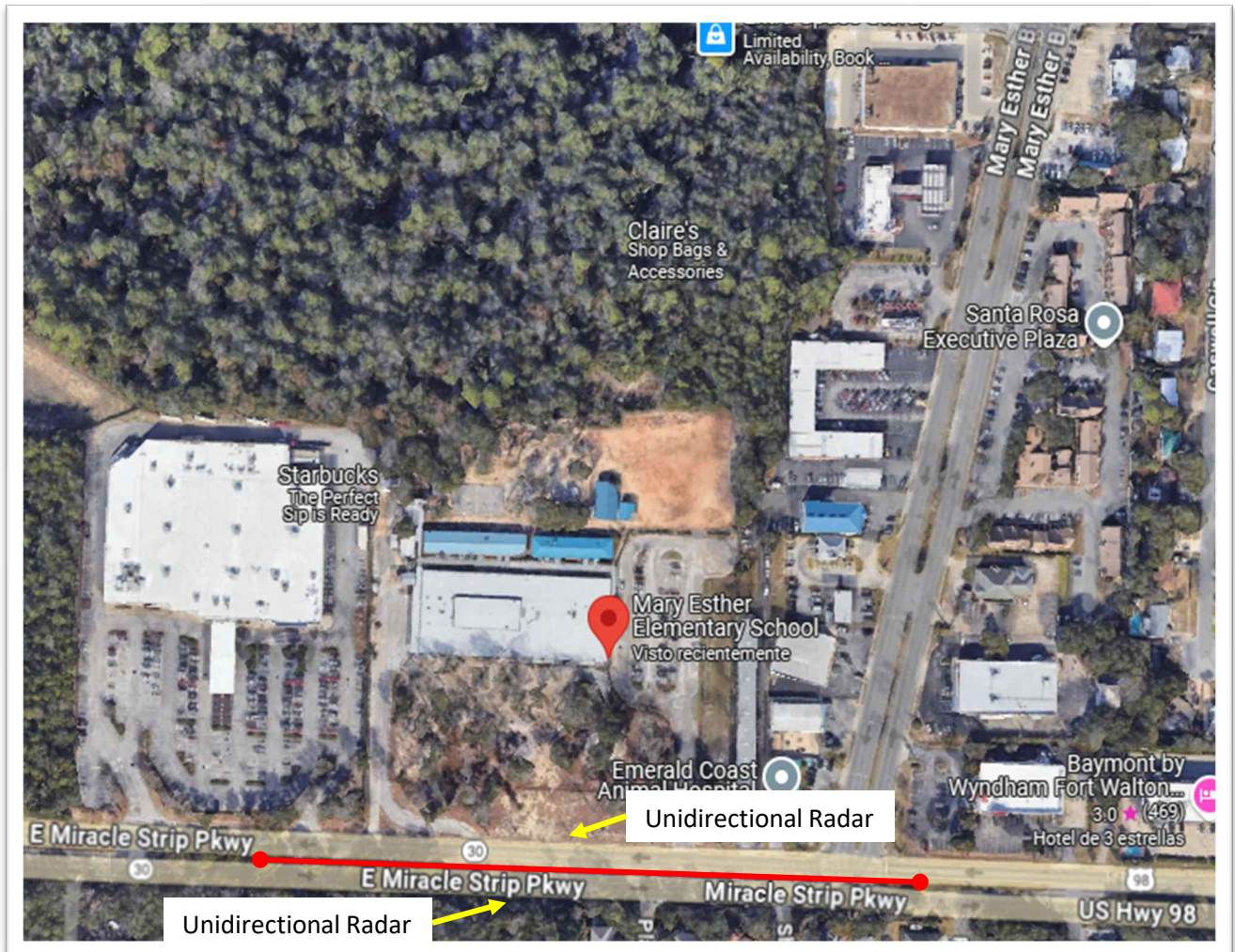
During a Three-day traffic study conducted by RedSpeed for City of Mary Esther, it was found that more than 200 daily drivers exceeded the posted speed limit by over 10 mph in each of the top one (1) school zones listed below.

Schools Studied	Street	Violators 10+ over	Daily Average
Mary Esther Elementary School	E Miracle Strip Pkwy	6,276	2092

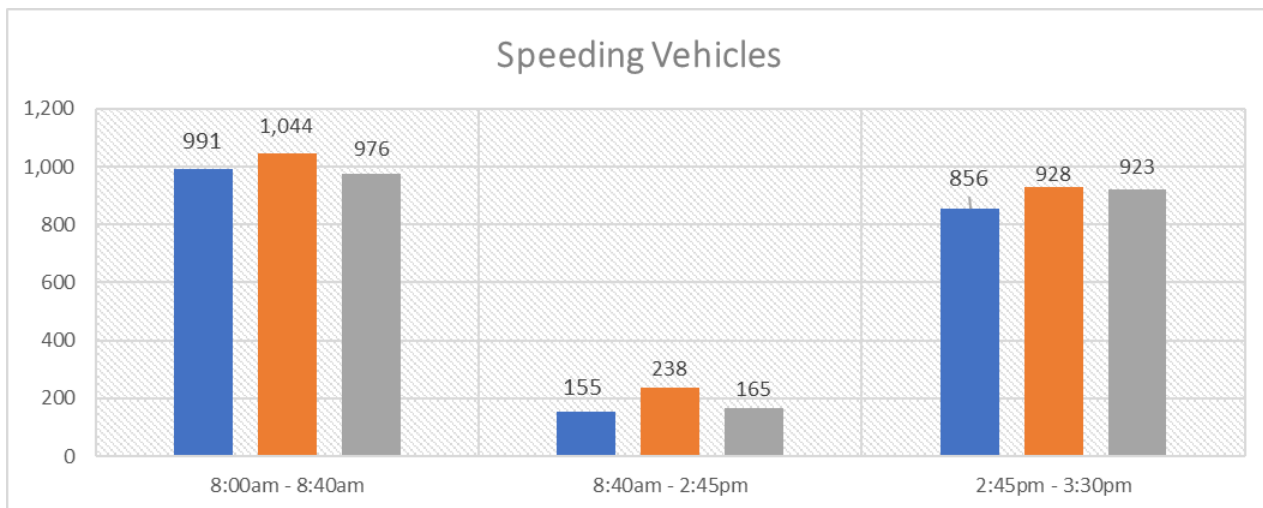
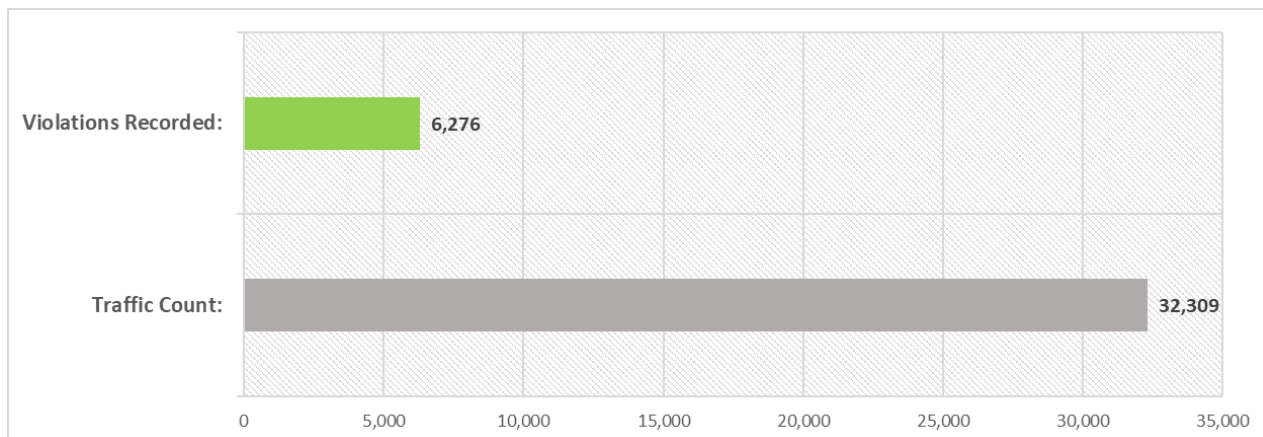
Florida Schools Speed Study

Mary Esther Elementary School, City Of Mary Esther

STUDY LOCATION: E Miracle Strip Pkwy	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	20 MPH
SPEED LIMIT (During Normal Hrs):	40 MPH
VIOLATION TRIGGER SPEED:	31 MPH and 51 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	8:00 AM – 8:40 AM / 2:45 PM – 3:30 PM
STUDY DATE & TIME:	02-11/13-2025 (3 Days), 6:00 AM – 6:00 PM
TRAFFIC STUDY VEHICLE COUNT:	32,309
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	TWO LANE EACH DIRECTION
DIRECTION:	EASTBOUND - WESTBOUND
VIOLATIONS DETECTED:	6,276



Mary Esther Elementary School, City Of Mary Esther



	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	Total
31+ MPH	3,011	0	0	0	0	0	878	1,829	5,718
51+ MPH	22	30	90	123	113	114	66	0	558
Total	3,033	30	90	123	113	114	944	1,829	6,276

Study Dates	8:00am - 8:40am		8:40am - 2:45pm		2:45pm - 3:30pm		Total Vehicle Count	Total # of Violators	Overall % of Violators
	Vehicle Count	# of Violators	Vehicle Count	# of Violators	Vehicle Count	# of Violators			
2/11/2025	1,118	991	8,435	155	1,012	856	10,565	2,002	18.95%
2/12/2025	1,139	1,044	8,542	238	1,067	928	10,748	2,210	20.56%
2/13/2025	1,090	976	8,802	165	1,104	923	10,996	2,064	18.77%
Totals	3,347	3,011	25,779	558	3,183	2,707	32,309	6,276	19.42%



Blue Line Solutions, LLC

3903 Volunteer Dr. - Suite 400, Chattanooga, TN 37416

Tel: (855) 252-0086 Fax: (423) 803-1500

www.bluelinesolutions.org

Mary Esther Elementary School

Mary Esther, FL : US 98/Miracle Strip Pkwy. at Mary Esther Blvd.

Times: (7:50 AM - 8:40 AM), (8:40 AM - 2:50 PM), (2:50 PM - 3:25 PM)

Blue Line Solutions, LLC (BLS) conducted speed studies at Mary Esther Elementary School on US 98/Miracle Strip Pkwy. at Mary Esther Blvd. during the periods and times listed below.

This report was completed given the speed and time limit parameters of:

Regular Speed Limit: 40 MPH

School Zone Speed Limit: 20 MPH

Dates of Study:

Friday	8/16/2024 :	(7:50 AM - 8:40 AM), (8:40 AM - 2:50 PM), (2:50 PM - 3:25 PM)
Monday	8/19/2024 :	(7:50 AM - 8:40 AM), (8:40 AM - 2:50 PM), (2:50 PM - 3:25 PM)
Tuesday	8/20/2024 :	(7:50 AM - 8:40 AM), (8:40 AM - 2:50 PM), (2:50 PM - 3:25 PM)
Wednesday	8/21/2024 :	(7:50 AM - 8:40 AM), (8:40 AM - 2:50 PM), (2:50 PM - 3:25 PM)
Thursday	8/22/2024 :	(7:50 AM - 8:40 AM), (8:40 AM - 2:50 PM), (2:50 PM - 3:25 PM)

The following report only reflects dates and times listed in the dates above. During the specified dates and time periods, the traffic counts were as follows:

Date	(7:50 AM - 8:40 AM)			(8:40 AM - 2:50 PM)			(2:50 PM - 3:25 PM)		
	Vehicle Count	Speeders	% Speeding	Vehicle Count	Speeders	% Speeding	Vehicle Count	Speeders	% Speeding
8/16/2024	1,127	409	36.3%	11,182	236	2.1%	724	260	35.9%
8/19/2024	1,042	353	33.9%	10,055	176	1.8%	555	131	23.6%
8/20/2024	1,163	390	33.5%	10,158	219	2.2%	585	226	38.6%
8/21/2024	1,096	362	33.0%	10,214	207	2.0%	605	127	21.0%
8/22/2024	965	177	18.3%	10,100	190	1.9%	555	125	22.5%
Totals:	5,393	1,691	31.4%	51,709	1,028	2.0%	3,024	869	28.7%

5 Day Total Vehicle Count:

60,126

5 Day Total Speeding Violations Recorded:

3,588

Flasher Times 5 Day Total Vehicle Count:

8,417

Flasher Times 5 Day Total Speeding Violations Recorded:

2,560

Note: Speeding is defined as any recorded speed more than 10MPH over the designated speed limit.



Blue Line Solutions, LLC

3903 Volunteer Dr. - Suite 400, Chattanooga, TN 37416

Tel: (855) 252-0086 Fax: (423) 803-1500

www.bluelinesolutions.org

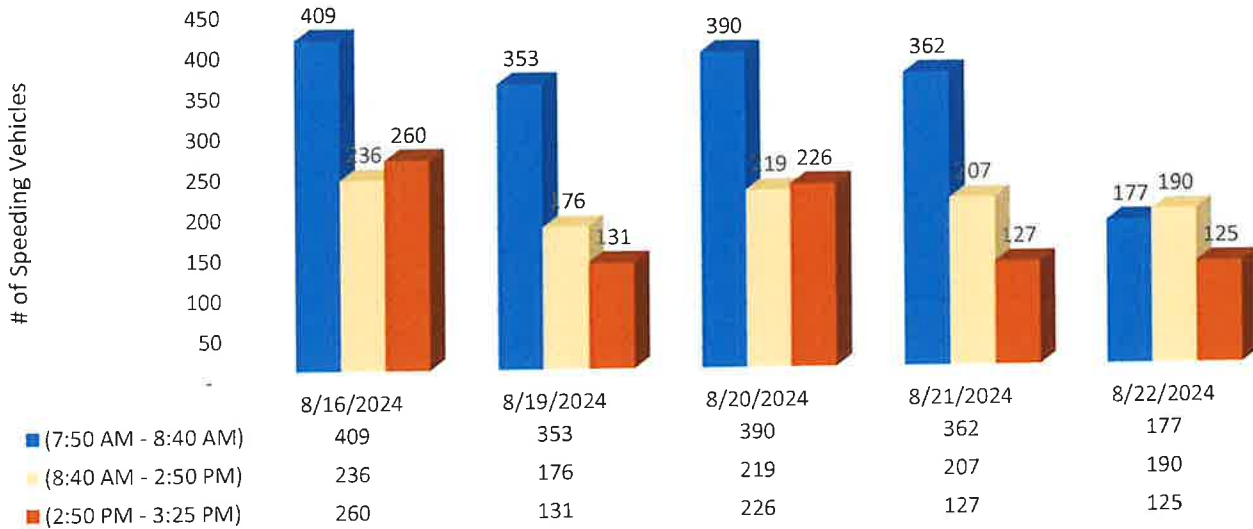
Mary Esther Elementary School

Mary Esther, FL : US 98/Miracle Strip Pkwy. at Mary Esther Blvd.

Times: (7:50 AM - 8:40 AM), (8:40 AM - 2:50 PM), (2:50 PM - 3:25 PM)

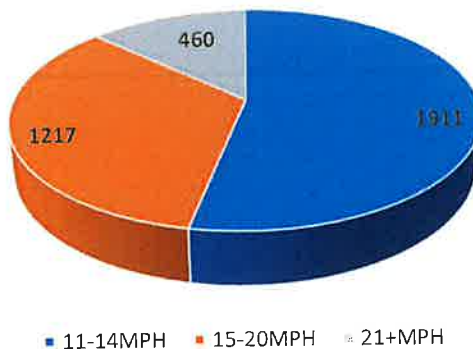
The below graph indicates the number of vehicles speeding through the zone at 11 MPH+ during the times of (7:50 AM - 8:40 AM), (8:40 AM - 2:50 PM), (2:50 PM - 3:25 PM).

Vehicles Speeding Through School Zone



The following graph depicts the speed range breakdown of violators.

Violators by Speed Range



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

ENROLLED

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

ENROLLED

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

ENROLLED

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

ENROLLED

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

ENROLLED

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;

ENROLLED

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

ENROLLED

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

ENROLLED

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

ENROLLED

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

ENROLLED

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

ENROLLED

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

ENROLLED

CS/CS/HB 657, Engrossed 1

2023 Legislature

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 s. 316.1896(5).

c. Three dollars must be 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 s. 943.25.

2. If a person who is mailed a notice of violation or a uniform traffic citation for a violation of s. 316.1895(10) or s. 316.183, as enforced by a traffic infraction enforcement officer under s. 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 to 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.

Section 8. Paragraph (d) of subsection (3) of section 322.27, Florida Statutes, is amended to read:

322.27 Authority of department to suspend or revoke driver license or identification card.—

(3) There is established a point system for evaluation of convictions of violations of motor vehicle laws or ordinances, and violations of applicable provisions of s. 403.413(6)(b) when such violations involve the use of motor vehicles, for the

ENROLLED

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

ENROLLED

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,

ENROLLED

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

ENROLLED

CS/CS/HB 657, Engrossed 1

2023 Legislature

801 | handheld manner in violation of subparagraph 1.

802 | Section 10. Paragraph (a) of subsection (5) of section
803 | 316.640, Florida Statutes, is amended to read:

804 | 316.640 Enforcement.—The enforcement of the traffic laws
805 | of this state is vested as follows:

806 | (5)(a) Any sheriff's department or police department of a
807 | municipality may employ, as a traffic infraction enforcement
808 | officer, any individual who successfully completes instruction
809 | in traffic enforcement procedures and court presentation through
810 | the Selective Traffic Enforcement Program as approved by the
811 | Division of Criminal Justice Standards and Training of the
812 | Department of Law Enforcement, or through a similar program, but
813 | who does not necessarily otherwise meet the uniform minimum
814 | standards established by the Criminal Justice Standards and
815 | Training Commission for law enforcement officers or auxiliary
816 | law enforcement officers under s. 943.13. Any such traffic
817 | infraction enforcement officer who observes the commission of a
818 | traffic infraction or, in the case of a parking infraction, who
819 | observes an illegally parked vehicle may issue a traffic
820 | citation for the infraction when, based upon personal
821 | investigation, he or she has reasonable and probable grounds to
822 | believe that an offense has been committed which constitutes a
823 | noncriminal traffic infraction as defined in s. 318.14. In
824 | addition, any such traffic infraction enforcement officer may
825 | 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

ENROLLED

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

ENROLLED

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

ENROLLED

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.*

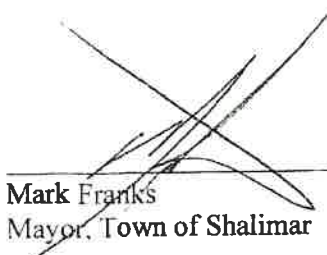
SECTION 3: SEVERABILITY. *If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is held for any reason, to be unconstitutional, void, or invalid, the validity of the remaining portion of the ordinance shall not be affected hereby.*

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 Chessser
Town Attorney

ORDINANCE 2155

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORT WALTON BEACH, FLORIDA; PROVIDING FOR AUTHORITY; AMENDING CHAPTER 11 TRAFFIC AND VEHICLES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 2023-174, Laws of Florida, enacted and signed by the Governor on May 21, 2023, effective July 1, 2023, amended Chapter 316, Florida Statutes, in regard to enforcement of school zone speed limits and authorized municipalities to enforce the speed limit in a school zone at specified periods through the use of a speed detection system; and

WHEREAS, to promote public safety, especially in regard to the safety of this jurisdiction's children, the City Council has decided to authorize the use of such a school zone speed limit detection system within the City; and

WHEREAS, the City Council has considered the relevant traffic data and other evidence supporting the installation of school zone speed limit detection systems within the City; and

WHEREAS, in consideration of the traffic data and evidence provided which supports the installation and operation of each proposed school speed zone detection system due to heightened safety risks, the City desires to implement an automated Speed Detection System (SDS) program in school zones in order to reduce speeding and benefit public safety pursuant to HB 657 and applicable law.

WHEREAS, the City Council has determined, based upon the evidence considered, the location of the specific school zones in this jurisdiction which constitute a heightened safety risk that warrant additional enforcement procedures; and

WHEREAS, the City Council has determined that it is efficient to utilize the City's existing local hearing officer to conduct hearings pursuant to this ordinance and Chapter 2023-174, Laws of Florida, as it may be amended; and

WHEREAS, the City Council determines that the adoption of this Ordinance is in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT WALTON BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY AND INTENT

The purpose of this Section is to protect the health, safety, and welfare of the citizens and visitors of the City of Fort Walton Beach by authorizing the placement or installation and use of speed detection systems (SDS) on roadways within the jurisdiction of the City. To promote compliance with speed limits in school zones, as authorized by and in accordance with Chapter

316, Florida Statutes as may be amended from time to time. This Section is also intended to provide a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with Florida State Statutes.

SECTION 2. AMENDMENT OF CODE OF ORDINANCES CHAPTER 11 AND ADDING SECTION 11.16 PHOTO ENFORCMENT IN SCHOOL ZONES.

Chapter 11 of the City of Fort Walton Beach Code of Ordinances shall be amended as follows:

11.16.01 Definitions

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Local hearing officer means a special magistrate, or such other qualified person designated by the City Council, to conduct hearings relating to notices of violation issued pursuant to Sections 316.1896 and 316.0083, Florida Statutes.

Person means a natural person, the registered owner or co-owner of a motor vehicle, or the person identified in an affidavit as having actual care, custody, or control of the motor vehicle at the time of a violation.

Petitioner means a person who elects to request a hearing before the local hearing officer for the purpose of determining whether a violation, under Section 316.1896, Florida Statutes, has occurred.

School zone means a roadway located within the City and maintained as a school zone, pursuant to Section 316.1895, Florida Statutes, which constitutes a heightened safety risk that warrants additional enforcement measures as determined by the City Council after consideration of traffic data and other relevant evidence.

Speed detection system (SDS) means a portable or fixed automated system used to detect a motor vehicle's speed using radar or lidar, and able to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation.

Traffic infraction enforcement officer means the Police Department employee(s) designated by the City who meet the qualifications set forth in Section 316.640, Florida Statutes, and/or any other relevant statute, and are vested with the authority to enforce violations.

Violation means a person that drives a motor vehicle on a roadway designated as a school zone at a speed as follows:

- (1) In excess of ten miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program in violation of Section 316.1895,

Florida Statutes.

- (2) In excess of ten miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled school session in violation of Section 316.1895, Florida Statutes.
- (3) In excess of ten miles per hour over the posted speed limit during the entirety of a regularly scheduled school session in violation of Section 316.183, Florida Statutes.
- (4) In excess of ten miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the end of a regularly scheduled school session in violation of Section 316.1895, Florida Statutes.

11.16.02 Program Administration

- (a) Use of Speed Detection Systems. In accordance with Chapter 316, Florida Statutes, the City exercises its authority to authorize placement or installation of speed detection systems to enforce applicable speed limits on roadways maintained as school zones within the City of Fort Walton Beach's jurisdiction. Use of such systems shall comply with Chapter 316, Florida Statutes, including but not limited to, the requirements and procedures for the collection of evidence, public records and retention, enforcement powers and procedures, review of the photograph or video images from the speed detection system, notice of violation issuance, hearing procedures and appeals, defenses and penalties.
- (b) Implementation by the City Manager and designation of Local Hearing Officer. In accordance with the provisions of Chapter 2023-174, the City Manager is authorized to take all steps necessary to implement the provisions and requirements of Chapter 2023-174, Laws of Florida, as it may be amended, in coordination with the Fort Walton Beach Police Department, including the designation of traffic infraction enforcement officers.
 - (1) The Fort Walton Beach Police Department shall oversee the School Zone Speed Limit Detection System program on behalf of the City.
 - (2) The City Council authorizes the City Manager to enter into agreements with one (1) or more vendors to place or install speed detection systems and carry out services consistent with the implementation and enforcement of the provisions of Chapter 316, Florida Statutes, governing speed detection systems, subject to any other applicable State law requirements and this Section.
 - (3) Designation of Local Hearing Officers. City Special Magistrates, as Local Hearing Officers, are designated to conduct hearings requested by alleged violators wishing to contest notices of violation detected by SDS in accordance with Chapter 316, Florida Statutes.

11.16.03 Designation of Heightened Safety Risk School Zones which necessitates use of school zone speed limit detection system.

The City Council finds that based upon the traffic data and evidence presented at the public hearing, it is appropriate to utilize the speed limit detection system at the following school

zone locations due to the heightened safety risk that warrants additional enforcement procedures:

- (a) Elliott Point Elementary School
- (b) Kenwood Elementary School
- (c) Edwins Elementary School
- (d) Max Bruner Jr Middle School
- (e) Pryor Middle School
- (f) Fort Walton Beach High School
- (g) Choctawhatchee High School
- (h) Silver Sands School
- (i) Liza Jackson Preparatory School
- (j) Saint Mary Catholic School
- (k) Okaloosa Academy

This list may be amended by the City Council by a resolution at a public hearing. Not all locations will receive SDS, the City Manager, Police Chief and City's Vendor(s) will make final determination of placement.

11.16.04 Signage and Public Awareness Campaign.

The City shall post signage and conduct a public awareness campaign regarding the placement or installation of speed detection systems consistent with the applicable requirements of Chapter 316, Florida Statutes, and all applicable regulations of the Florida Department of Transportation ("FDOT") and the Florida Department of Highway Safety and Motor Vehicles ("FLHSMV"), and the terms of any agreement that may be entered into between the City and its vendor(s).

11.16.05 Reporting

The Police Department, with the assistance of the City's vendor(s), will comply with the reporting requirements set forth in Sections 316.0776 and 316.1896, Florida Statutes.

11.16.06 Remittance of collected fines and costs

All fines and costs collected pursuant to this Section will be remitted in accordance with Sections 316.1896 and 318.18, Florida Statutes, and any other relevant State law.

SECTION 3. SEVERABILITY.

In the event any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of City Council that such invalidity shall not affect any other provisions of the Ordinance which may be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are declared severable.

SECTION 4. EFFECTIVE DATE.

This ordinance shall take effect immediately upon approval on second reading by the City Council and signature of the Mayor.

Adopted: _____

Richard A. Rynearson, Mayor

Attest:

Approved as to legal form and sufficiency
for the City of Fort Walton Beach, only.

Kim M. Barnes, City Clerk

Kimberly Romano Kopp, City Attorney

Business Impact Estimate

ORDINANCE NO. 2025 - 03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA; PROVIDING FOR AUTHORITY; ESTBLISHING CHAPTER 18, ARTICLE IV. SPEED ENFORCEMENT; PROVIDING FOR 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 of Mary Esther is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the city is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☒ 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
- ☐ 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.

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

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

Not applicable due to exemption.

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;

Not applicable due to exemption.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

Not applicable due to exemption.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Not applicable due to exemption.

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

Not applicable due to exemption.

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

Not applicable due to exemption.

AFFIDAVIT OF PUBLICATION

Dillon Morris
Ext 11 Fx 243-0736
City Of Mary Esther
195 CHRISTOBAL ROAD
Mary Esther FL 32569

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Northwest Florida Daily News, published in Okaloosa County, Florida; with circulation in Okaloosa and Walton Counties; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Okaloosa and Walton Counties, Florida, or in a newspaper by print in the issues of, on:

03/24/2025, 03/31/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/31/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$400.64

Tax Amount: \$0.00

Payment Cost: \$400.64

Order No: 11129618

Customer No: 535985

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

PUBLIC NOTICE
CITY OF MARY ESTHER
All residents of the City of Mary Esther, Florida, are hereby notified that at the Regular Meeting of the City Council on Monday, April 7, 2025, at 6:30 p.m. the second and final reading of the following ordinances as written in title below will be heard. A copy of the entire ordinance is available for inspection by the public in the City Clerk's Office of City Hall, 195 Christobal Road N in Mary Esther.

ORDINANCE NO. 2025 - 01
AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA CREATING THE FOLLOWING SECTION OF THE MARY ESTHER CODE OF ORDINANCES: CREATING SECTION 7.09.08 OF ARTICLE 7, TITLED "LOT SPLIT AND LOT COMBINATION"; CREATING SECTION 7.09.08.A; B, ARTICLE 7, PROVIDING FOR DEFINITIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2025 - 02
AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA CREATING THE FOLLOWING SECTIONS OF THE MARY ESTHER CODE OF ORDINANCES: CREATING SECTION 14-7 OF ARTICLE I, CHAPTER 14, TITLED "PROHIBITION OF PUBLIC CAMPING OR SLEEPING WITHIN CITY BUILDINGS OR ITS GROUNDS"; CREATING SECTION 14-8 OF ARTICLE I, CHAPTER 14, TITLED "PROHIBITION OF PUBLIC CAMPING OR SLEEPING ON CITY STREETS, SIDEWALKS, RIGHT-OF-WAY AND OTHER PUBLIC WAYS"; CREATING SECTION 14-6, ARTICLE I, CHAPTER 14, PROVIDING FOR A DEFINITION OF "PUBLIC CAMPING OR SLEEPING"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2025 - 03
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA; PROVIDING FOR AUTHORITY; ESTABLISHING CHAPTER 18, ARTICLE IV, SPEED ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

If a person decides to appeal any decision made with respect to any matter considered at such meeting, 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. The facility is handicap accessible. If special accommodations are needed for sight, sound, language, or physical impairment, please contact the City Clerk at least 48 hours prior to the meeting by calling (850) 362-6855.
Dillon Morris
City Clerk
#11129618; 03/24, 03/31/2025

AGENDA ITEM

Agenda Item 11.1.

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Reed, Community Development Director

DATE: April 7, 2025

SUBJECT: Conditional Use Permit for Privacy Fence- 161 W. Miracle Strip Parkway

BACKGROUND:

The subject property, located at 161 W Miracle Strip Parkway, is enclosed by the Santa Rosa Sound to the south, a commercially zoned property to the north, and residential properties to the east and west. The property does not have frontage to a public or private Right-of-Way and is accessed through an easement via the adjacent property to the west. The subject property is zoned R-1- Single Family Residential with a Future Land Use of Low Density Residential.

The applicant, Theodore Graves, seeks approval to install a privacy fence with a gate that extends beyond the front elevation of his residence. The request is intended to enhance property security and privacy due to the unique positioning of the parcel. Given the property's landlocked configuration except through an easement, and its adjacency to commercial and residential uses, the applicant asserts that the fence is necessary for safety and delineation of property boundaries. The privacy fence will run along the eastern property line and will be a total of one hundred and eighty-two (182) feet long with a twelve (12) foot gate not to exceed a height of eight (8) feet. The applicant will need to apply for a building permit prior to installation.

The conditional use was presented at the Local Planning Agency (LPA) meeting on April 7, 2025, providing for recommendation to the City Council.

DISCUSSION:

According to the applicable zoning regulations, conditional use permits may be granted based on the following criteria:

1. Consistency with Comprehensive Plan – The conditional use shall be consistent with all applicable provisions of the comprehensive plan. The proposed fence does not conflict with any future land use goals and aligns with residential privacy and security objectives.
2. Impact on Adjacent Properties – The conditional use shall not materially adversely affect adjacent properties. The fence will provide a clear boundary between properties without interfering with adjacent land uses. The fence will not block scenic views of adjacent properties. The fence will not be viewable from public right-of-way.
3. Compatibility with Surrounding Uses – The conditional use shall be compatible with existing and allowable uses of adjacent properties. The proposed fence is in keeping with

standard residential measures.

4. Adequacy of Public Facilities – The application shall demonstrate that adequate public facilities, including roads, drainage, potable water, sanitary sewer, and police and fire protection exist or will exist to serve the requested use. The proposed fence will not impact existing public utilities or services.
5. Maintenance of the Structure – The application shall demonstrate adequate provision for maintenance of the conditional use structure and associated structures. The applicant has acknowledged responsibility for the upkeep of the fence.
6. Environmental Impact – The applicant shall assure that the conditional use minimizes any and all adverse effects on the natural environment. The fence installation is not expected to disturb any significant environmental features. No existing protected trees will be removed for the installation.
7. Traffic Congestion – The conditional use shall not create undue traffic congestion. As the property is accessed through a private easement, the proposed fence will not interfere with roadway traffic. The fence will not block right-of-way and will allow for emergency and service vehicles to pass through the gate if needed.
8. Public Health, Safety, and Welfare – The conditional use shall not adversely affect the public health, safety, and welfare. The fence will enhance security and welfare without introducing safety hazards.
9. Compliance with City Codes and Ordinances – The conditional use shall conform to all applicable provisions of the city codes and ordinances. The applicant will ensure compliance with height and material requirements.

A conditional use permit shall be revoked when the applicant fails to comply with conditions imposed by the city council (Sec. 21-27).

The local planning agency (LPA) and the city council have the authority to impose conditions and safeguards as deemed necessary to protect and enhance the health, safety and welfare of the City of Mary Esther. The authorization of a conditional use permit may be based upon evidence presented by the requester. That evidence shall include the specific circumstances of the request and the assurance that such use will comply with the regulations and conditions specified in the Land Development Code (Sec. 21-27.d).

A conditional use permit shall be considered exercised when the use has been established or when a building permit has been issued and substantial construction completed. When such permit is abandoned or discontinued for a period of one (1) year from the date of issuance, it shall not be re-established, unless authorized by the city council (Sec. 21-27.e).

Upon sale or transfer of the property and/or buildings, the conditional use permit shall become void. If the new owner desires a conditional use, it must be requested as outlined in this section (Sec. 21-27).

Staff recommend the following conditions to be applied to the Conditional Use:

1. The fence and gate must comply with city height and material regulations, Standard

Building Code, and applicable Code of Ordinances, not to supersede the allowance of this Conditional Use.

2. The fence shall not obstruct access to public first responders (i.e.; Police, Fire, Emergency Vehicles).
3. The fence shall not obstruct access to City officials to include public service providers, public works, and other City maintenance crews.
4. The applicant shall obtain all necessary building permits before installation.
5. The applicant must ensure that the fence does not interfere with drainage or utility easements, public works, public service providers, and other City Maintenance Crews.
6. If the fence does interfere with necessary access for emergency vehicles, or public maintenance services provided by the City, the applicant understands that partial removal of the fence may be necessary in the event of an emergency to protect the immediate loss of life and property where no reasonable means of alternative access is available. In such an emergency event, it will NOT be the City's responsibility to pay for the repair or reinstall of any sections removed. If it is the case that the situation is not an emergency, then the City will be responsible for any necessary repairs caused by emergency vehicles or public maintenance services.
7. If the gate is to have automation with passcode key-in access, the passcode or emergency access shall be given to all emergency agencies.
8. If the gate is to have automation, the gate shall be installed with a manual override in the event of power or mechanical failure.
9. No accessory locks (i.e.; chains, ropes, bike locks, pad locks, combination locks, etc.) shall be added to the gate at any time. If used, they shall be subject to removal at the owner's expense.
10. The gate and fence shall be maintained in working condition at all times by the owner of the subject property. If at any time the gate or fence is damaged, or becomes derelict, the subject property owner will have a maximum of thirty (30) days to make repairs, subject to possible building permit approval.

FINANCIAL IMPACT:

There is no anticipated financial impact in allowing this conditional use.

RECOMMENDATION:

Staff Recommends City Council approve the Conditional Use permit to allow for a privacy fence with gate to extend beyond the front elevation of the principal dwelling unit, subject to the conditions therein.

ATTACHMENT(S):

1. Exhibit A Application
2. Exhibit B Site Plan
3. Exhibit C Aerial Photo
4. Exhibit D Supporting Documents



CITY OF MARY ESTHER

195 CHRISTOBAL ROAD N.
MARY ESTHER, FL 32569

TELEPHONE (850) 243-3566 EXT.119

FAX (850) 243-0736

EMAIL:
CODE@CITYOFMARYESTHER.COM

CODE COMPLIANCE DEPARTMENT

CONDITIONAL USE PERMIT APPLICATION

Applicant: MTT Enterprises, LLC d/b/a MTT Fence & Deck

Mailing Address: 1257 Summit Lane, Gulf Breeze, FL 32563

Phone Number: 850.495.1148 Email Address: mttfence@gmail.com

Property Address of Proposed Development: 161 W Miracle Strip Pkwy

Parcel Number of Proposed Development: 17-2S-24-0000-0006-0000

Property Owner: Theodore Graves

Mailing Address: 161 W Miracle Strip Pkwy, Mary Esther, FL 32569

Phone Number: 850.259.8374 Email Address: theodore_graves@yahoo.com

Description of Conditional Use: Fence along Northern property line.

By signing below, I am certifying that I have read City of Mary Esther Code of Ordinances section 21-27 as attached hereto and understand that I must meet all requirements of said section for my request for a conditional use to be heard before the City of Mary Esther Local Planning Agency and voted on by the City Council. I understand that I am responsible for all costs of advertising and other costs that the City may incur such as consultant and legal review fees as it relates to my application. I understand that a non-refundable \$250.00 application fee and City consultant review fee of \$1,000.00 is due upon submittal of this application. Other fees incurred by the City will be invoiced to me and are due prior to the 1st public hearing.

Applicant: M. Taylor Thompson Property Owner: Theodore Graves

Signature: M. Taylor Thompson Signature: Theodore Graves

Date: February 6, 2025 Date: 2/6/25

Sec. 21-27. - Conditional uses

- (a) *General.* A conditional use permit may be obtained for specific uses as specified in Article 7.15.01.C, Article 7.15.02.C and Article 7.15.03.C of the Land Development Code (LDC).
- (b) *Applications.* All conditional use permit applications shall be submitted to the planning/zoning/code administrator. All applications shall be accompanied by maps, drawings, statements or other documents as set forth in section 21-27. The applicant shall pay an application fee in accordance with the current fee schedule.
- (c) *Public hearing.* Prior to issuance of a conditional use permit, or amending an existing permit, public hearings shall be held on the request in accordance with city codes and ordinances.
- (d) *Authorization.* The local planning agency (LPA) and the city council have the authority to impose conditions and safeguards as deemed necessary to protect and enhance the health, safety and welfare of the City of Mary Esther. The authorization of a conditional use permit may be based upon evidence presented by the requester. That evidence shall include the specific circumstances of the request and the assurance that such use will comply with the regulations and conditions specified in the Land Development Code.
- (e) *Expiration and revocation.* A conditional use permit shall be considered exercised when the use has been established or when a building permit has been issued and substantial construction completed. When such permit is abandoned or discontinued for a period of one (1) year from the date of issuance, it shall not be re-established, unless authorized by the city council.

A conditional use permit shall be revoked when the applicant fails to comply with conditions imposed by the city council.

Upon sale or transfer of the property and/or buildings, the conditional use permit shall become void. If the new owner desires a conditional use, it must be requested as outlined in this section.

- (f) *Amendments.* An amendment to an approved conditional use permit shall be submitted to the planning/zoning/code administrator accompanied by supporting information. The city council shall review the amendment and may grant, deny or amend such amendment and impose any conditions deemed necessary.
- (g) *Request for conditional use review criteria.* An application for a conditional use permit shall be presented first to the local planning agency (LPA) and then to the city council. The LPA shall send the application for a conditional use permit to the city council with its recommendation for ruling. The city council may approve, approve with conditions, or deny the request with or without comment. Each application for a conditional use permit shall be consistent with and establish all of the minimum criteria set forth below:
 - (1) The conditional use shall be consistent with all applicable provisions of the comprehensive plan;
 - (2) The conditional use shall not materially adversely affect adjacent properties;
 - (3) The conditional use shall be compatible with existing and allowable uses of adjacent properties;
 - (4) The application for a conditional use permit shall demonstrate that adequate public facilities, including roads, drainage, potable water, sanitary sewer and police and fire protection exist or will exist to serve the requested use at the time such facilities are needed;

- (5) The application for a conditional use permit shall demonstrate adequate provision for maintenance of the conditional use structure and associated structures;
- (6) The applicant shall assure that the conditional use minimize any and all adverse effects on the natural environment;
- (7) The conditional use shall not create undue traffic congestion;
- (8) The conditional use shall not adversely affect the public health, safety and welfare; and
- (9) The conditional use shall conform to all applicable provisions of the city codes and ordinances.

The burden is on the applicant to establish that the conditional use satisfies the requirements/criteria set forth above. The city council, in its sole discretion, may deny the request for the conditional use permit if it believes that the applicant has not satisfied its burden.

(h) *Documentation required.* No conditional use permit application shall be accepted as complete unless the following information is provided:

- (1) A properly completed and signed application form and payment of the appropriate fee. The property owner(s) must sign the application. A surrogate's signature will not be acceptable.
- (2) A narrative description of the property upon which the conditional use shall be exercised that includes the tax map and parcel number or, in the case of a recorded subdivision, the subdivision name, section, block, and lot number.
- (3) A narrative description of the proposed conditional use(s) of the property.
- (4) An eleven-inch by seventeen-inch site plan, prepared to a scale to show all existing and proposed physical improvements and such other information as is necessary to clearly identify to the local planning agency and to the city council the nature of the conditional use.
- (5) Property owner's signature or written consent, if different from the requester.
- (6) Any other information as requested by city officials or their attorneys to justify the conditional use permit.
- (7) Current tax bill and evidence of payment up to the time of the requested submittal date.

STOKES & STOKES, P.C.

WILLIAM R. STOKES, JR. *

WILLIAM D. STOKES *

*ALSO ADMITTED IN FLORIDA

ATTORNEYS AT LAW
411 EVERGREEN AVENUE
P.O. Box 954
BREWTON, ALABAMA 36427
(251) 867-7755
FAX (251) 867-7757

WM. ROY STOKES
(1932-2009)

JOSEPH B. BROGDEN
RETIRED

SENDER'S EMAIL: WSTOKES@WRSTOKESLAW.COM

February 12, 2025

VIA EMAIL AND HAND DELIVERY

treed@cityofmaryesther.com

Tyler Reed, Community Development Director
City of Mary Esther
195 Christobal Road, North
Mary Esther, FL 32569

**RE: Application for residential fence permit
161 W. Miracle Strip Pkwy; Okaloosa Co. Parcel Ref: 17-2S-24-0000-0006-0000**

Dear Mr. Reed:

I represent Theodore and Gita Graves regarding their application for a conditional use fence permit as referenced above. Thank you for speaking with me recently concerning this matter. Mr. and Mrs. Graves also appreciate the pre-application meeting that you held with them last year. They intend to occupy the subject property as their primary residence once they complete redevelopment.

My clients' completed application documents for the fence permit along with a check in the amount of \$1,250.00 for the review fee are enclosed under cover of this letter. I am providing this letter to summarize the Graves' fence construction goals for their property as documented in the enclosed submittals. Please accept this package as our formal submission to the City of Mary Esther ("City") for consideration of the Local Planning Agency and issuance of the conditional use permit by City Council. These application documents are regular in form and meet all requisite elements of the City's Code of Ordinances and Comprehensive Plan. See Code Section 21-27 (Conditional Uses); LDC Sections 7.15.01 (Single-Family Residential District), and 7.16.00 (Conditional Uses); see also Article VI (Fences). Therefore, we respectfully request that the City issue the requested permit forthwith after due notice and publication in accordance with the governing criteria set forth in the Code.

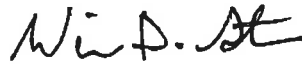
The fence complies with applicable zoning regulations for R-1 residential and is consistent with development patterns on surrounding residential properties in the vicinity. The fence will be constructed by a professional licensed contractor in accordance with industry standards and applicable building codes. The enclosed site plan shows that the requested privacy fence will continue to accommodate public first responder access (*i.e.*, City police and fire personnel) through the subject property via a gate in the fence depicted on the site plan.

The fence will not unlawfully impair any adjacent landowner's use and enjoyment of their own private properties. However, the gate shall only be accessible by City personnel in times of emergency and shall not be for use by any adjacent private landowners or other third parties. Any claims by private parties to use of the Graves' property for access (or for any other private purpose) are outside the scope of this governmental permit review.

Thank you for your time and consideration in this matter. This is a straightforward permit application that is due to be granted under Florida law. Of course, I will be available to answer any questions or address any concerns of City representatives on behalf of the Graves family if needed. Please let us know should any further information be needed in connection with this application.

With kind regards, I remain

Sincerely yours,



William D. Stokes

WDS/wp

Enclosures (6)

cc: (all via email only)
Kelvin Cherry, Code Compliance Officer
(kcherry@cityofmaryesther.com)

Ted Graves
(theodore_graves@yahoo.com)

M. Taylor Thompson, MTT Fence & Deck
(mttfence@gmail.com)

Okaloosa County Property Appraiser

Parcel Summary

Parcel ID 17-2S-24-0000-0006-0000
Location Address 161 W MIRACLE STRIP PKWY
 MARY ESTHER 32569
Neighborhood 242204.00
Brief Tax Description BEG SE COR LOT 6 AT W/E N 350 FT W 100 FT S 350 FT E
 (Note: The Description above is not to be used on legal documents.)
Property Use Code SINGLE FAMILY
Sec-Twp-Rng 17-2S-24
Tax District 5-Mary Esther
Millage Rate 14.2577
Acreage 0
Homestead False
 (Note: True=Yes, False=No)
Acreage (GIS) 0.86

[View Map](#)

Owner Information

GRAVES THEODORE & GITA GRAVES GITA
 16 WINDY LANE
 MARY ESTHER FL 32569

Address Change Form

[Address Change Form](#)

Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
Building Value	\$150,803	\$151,833	\$134,621	\$86,832	\$80,756
Extra Features Value	\$5,725	\$5,725	\$5,404	\$5,243	\$5,350
Land Value	\$431,549	\$431,549	\$384,111	\$311,778	\$305,635
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$431,549	\$0	\$0	\$0	\$0
Just (Market) Value	\$588,077	\$589,107	\$524,136	\$403,853	\$391,741
Assessed Value	\$457,730	\$444,398	\$431,454	\$372,490	\$367,347
Exempt Value	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Taxable Value	\$407,730	\$394,398	\$381,454	\$322,490	\$317,347
Maximum Save Our Homes Portability	\$130,347	\$144,709	\$92,682	\$31,363	\$24,394

2024 TRIM Notice

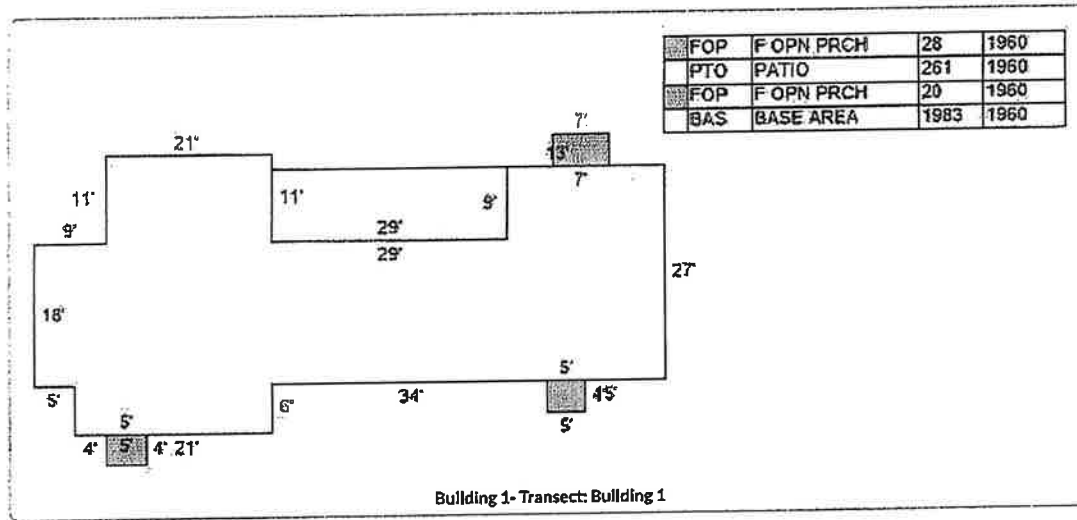
[Click Here to view the 2024 TRIM Notice \(PDF\)](#)

Homestead Application

[Apply for Homestead Exemption](#)

Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth
000133 - SFR SOUND	100	FF	100	350

[Print Sketches](#)**Generate Owner List by Radius**

Distance:

100

Feet

Use Address From:

☒ Owner
 ☐ Property

Select export file format:

Address labels (5160)

☒ Show All Owners☐ Show Parcel ID on Label

Skip Labels: 0

International mailing labels that exceed 5 lines are not supported on the Address labels (5160). For international addresses, please use the xlsx, csv or tab download formats.

Download

The Okaloosa County Property Appraiser's Office (OCPA) makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Current year assessments are as of January 1st and are based on previous year sales activity. All website information is subject to change.

[User Privacy Policy](#) | [GDPR Privacy Notice](#)
 Last Data Upload: 2/1/2025, 6:13:36 AM

[Contact Us](#)
 Developed by
SCHNEIDER
 GEOSPATIAL

ACCOUNT NUMBER	ESCROW CD	MILLAGE CD	ALTERNATE KEY	PROPERTY ADDRESS
172S24000000060000	LE-37730	ME	1074074	161 W MIRACLE STRIP PKWY

73
8-30484
GRAVES THEODORE & GITA
161 W MIRACLE STRIP PKWY
MARY ESTHER FL 32569-1900
[Barcode]

BEG SE COR LOT 6 AT W/E N 350 FT
W 100 FT S 350 FT E 100 FT TO
BEG NOTE: SECTION LINE
REFERENCED APPEARS TO BE W LINE
OF MACINTIRE S/D

AD VALOREM TAXES

LEVYING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
OKALOOSA COUNTY BD OF CO COMMS	0.14400	\$457,730	\$50,000	\$407,730	\$58.71
CAPITAL OUTLAY	3.66290	\$457,730	\$50,000	\$407,730	\$1,493.47
COUNTY GENERAL	0.02390	\$457,730	\$50,000	\$407,730	\$9.75
COUNTY PUBLIC HEALTH UNIT	2.24800	\$457,730	\$25,000	\$432,730	\$972.78
COUNTY LOCAL	3.13100	\$457,730	\$25,000	\$432,730	\$1,354.88
COUNTY STATE	0.02180	\$457,730	\$50,000	\$407,730	\$8.89
COUNTY THWEST WATER DISTRICT	5.02610	\$457,730	\$50,000	\$407,730	\$2,049.29
COUNTY OF MARY ESTHER					

OPTIONS APPLIED: ADDTL HOMESTEAD, HOMESTEAD EXEMPTION

TOTAL MILLAGE 14.25770 **AD VALOREM TAXES** \$5,947.77

Receive future tax bills by email. Visit **OkaloosaTax.com** and sign up to Get Bills by email.

QUICKLY AND SECURELY PAY YOUR TAXES ONLINE AT

OkaloosaTax.com

E-check is **FREE!**

USING YOUR
SMARTPHONE CAMERA,
SCAN TO PAY ONLINE



**Pay in
November
SAVE 4%**

Get bills by email.



Sign up at
OkaloosaTax.com

SAVE 3%

SAVE 2%

SAVE 1%

MARKED BY:
BASE PAY ONLY
NET AMOUNT

Nov 30, 2024
\$5,709.86

Dec 31, 2024
\$5,769.34

Jan 31, 2025
\$5,828.81

Feb 28, 2025
\$5,888.29

Mar 31, 2025
\$5,947.77

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
NON-AD VALOREM ASSESSMENTS		
COMBINED TAXES AND ASSESSMENTS		\$5,947.77

ACCOUNT NUMBER	PROPERTY ADDRESS
72S24000000060000	161 W MIRACLE STRIP PKWY
ALTERNATE KEY	
1074074	

PRIOR TO MARCH 31ST TAXES CAN BE PAID WITH
CASH, CHECK, CREDIT/DEBIT CARDS OR E-CHECK.

PAY ONLINE

OkaloosaTax.com

PAY BY MAIL

P.O. BOX 1390
Niceville, FL 32588

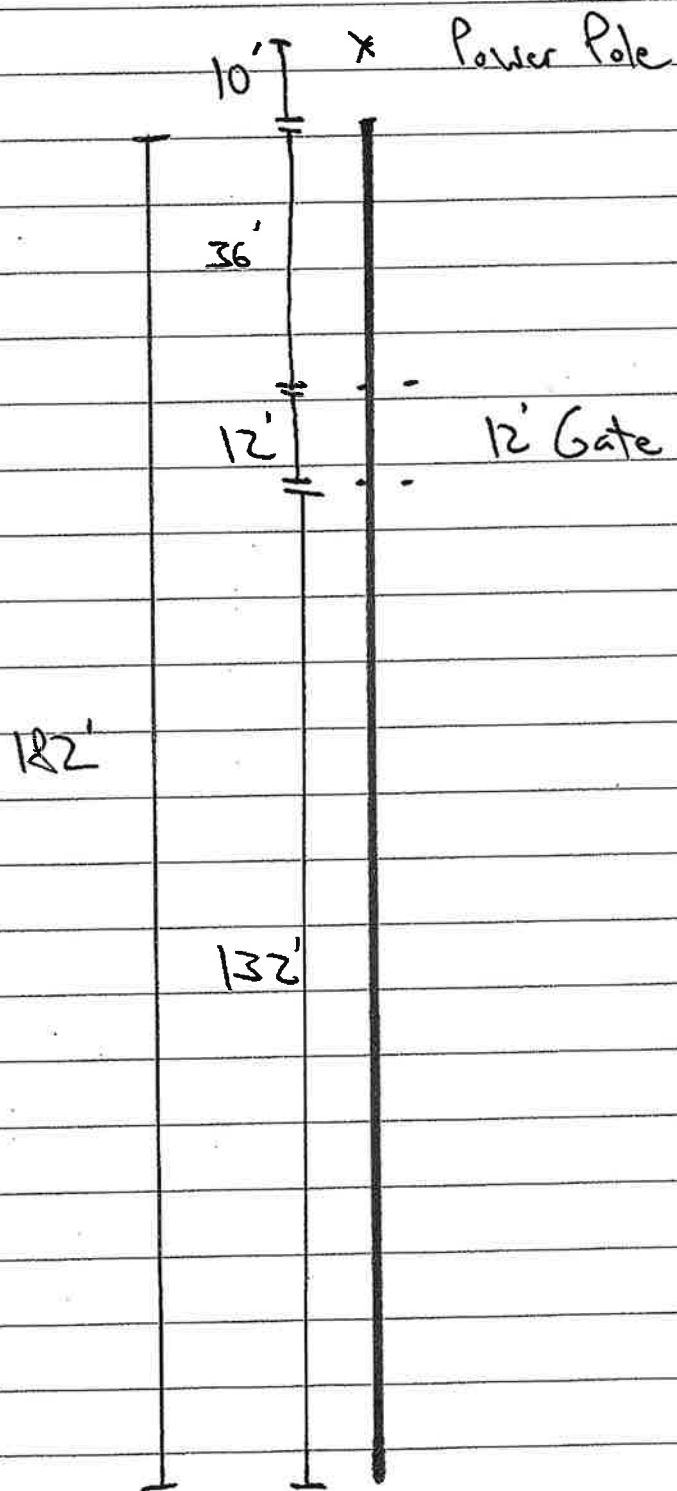
**PAY ONLY
ONE AMOUNT**

- ☐ Nov 30, 2024
\$5,709.86
- ☐ Dec 31, 2024
\$5,769.34
- ☐ Jan 31, 2025
\$5,828.81
- ☐ Feb 28, 2025
\$5,888.29
- ☐ Mar 31, 2025
\$5,947.77

DUE DATE IS DETERMINED BY POSTMARK

RETAIN THIS PORTION FOR YOUR RECORDS

AFTER MARCH 31ST, TAXES MUST BE PAID BY CASH, CASHIER'S CHECK OR MONEY ORDER
PLEASE MAKE CHECKS PAYABLE TO BEN ANDERSON TAX COLLECTOR. MAIL PAYMENTS TO P.O. BOX 1390, NICEVILLE, FL 32588



Ad Preview

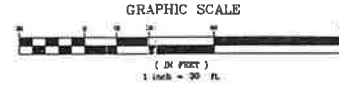
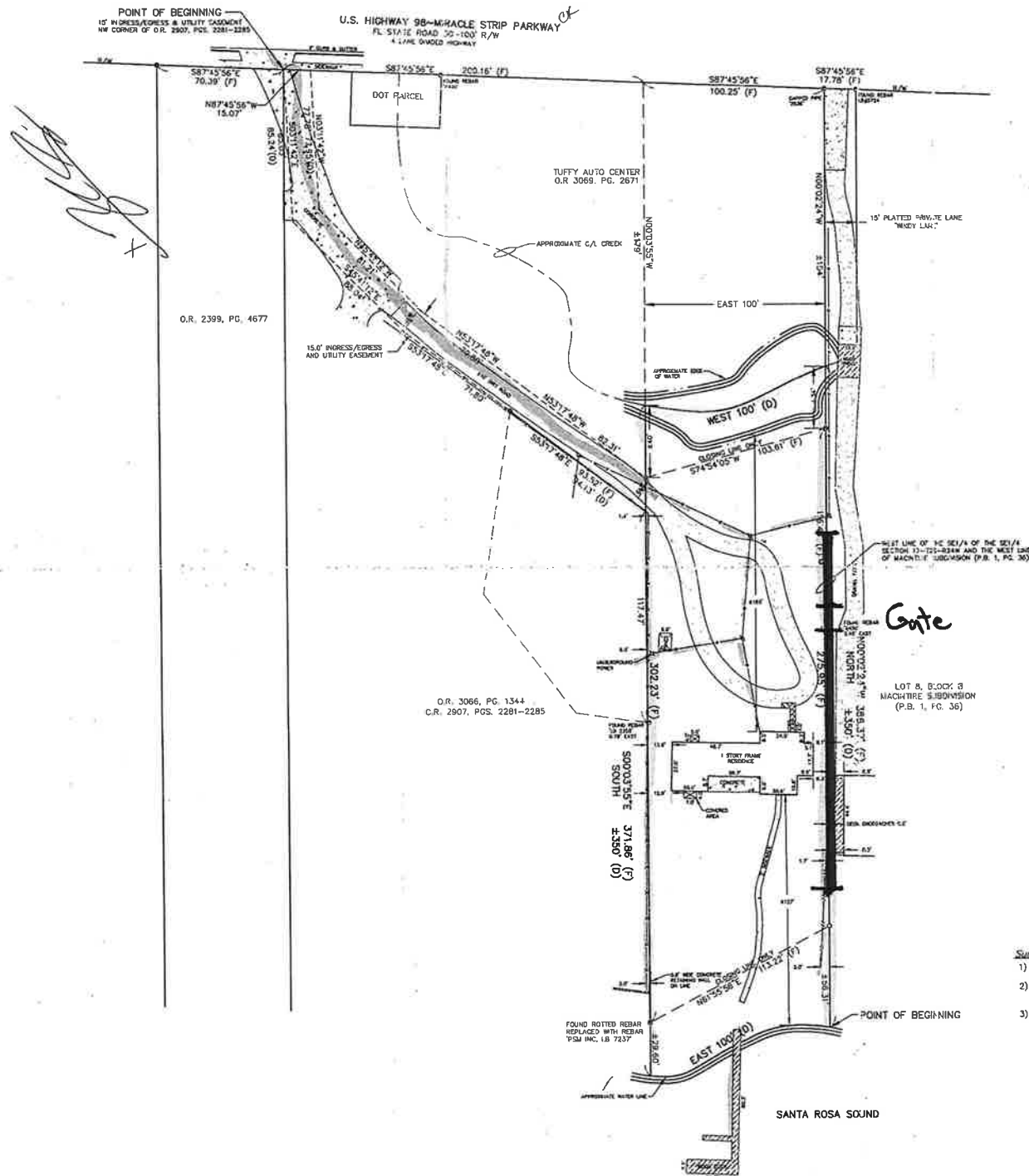
PUBLIC NOTICE CITY OF MARY ESTHER PUBLIC HEARING FOR CONDI- TIONAL USE

Notice is hereby given that a Public Hearing will be held Monday, April 7, 2025 at 5:00 p.m. before the Mary Esther Local Planning Agency at City Hall, 195 Christobal Road North, Mary Esther, FL. The purpose of this hearing is to review the request for a conditional use permit to construct a privacy fence with gate extending beyond the front elevation of the principle residence at 161 W Mircale Strip Parkway, Mary Esther, FL 32569 . For questions or concerns, contact Tyler Reed at 850-243-3566.

All interested residents and property owners who might be affected are invited to attend. If a person decides to appeal any decision made with respect to any matter considered at such meeting, 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. The facility is handicap accessible. If special accommodations are needed for sight, sound, language, or physical impairment, please contact the City Clerk at least 48 hours prior to the meeting by calling 850-243-3566.

Pub: Mar 24 & 31, 2025; #11098964





- Legend:**
- 4"x4" Concrete Monument found, no identification
 - 1/2" Rebar found, no identification
 - Rebar found, identification as shown
 - 1/2" Iron Pipe found, no identification
 - 5/8" Rebar set, cap PSM, LB 7237
 - Distance call shown in notes
 - Power Pole
 - Overhead Power Line
 - Wire Fence (not shown to scale)
 - Board Fence (not shown to scale)
 - Water Meter
 - Curb Finish
 - Point Measurement
 - Plot Measurement
 - Deed Measurement
 - Calculated Measurement
 - PSM Professional Surveyor and Mapper
 - LB Licensed Boundary
 - PRM Permanent Reference Monument
 - RLS Registered Land Surveyor
 - R/W Right of Way

Description: (AS RECORDED)
ONE CERTAIN PARCEL OF LAND ON THE EAST SIDE OF LOT NO. 6, SECTION 17, TOWNSHIP 2 SOUTH, RANGE 24 WEST, FURTHER DESCRIBED AS FOLLOWS: -- BEGINNING AT THE WATERS EDGE OF SANTA ROSA SOUND IN THE SE1/4 OF THE SE1/4 OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 24 WEST, AND RUNNING NORTH ALONG THE SECTION LINE BETWEEN SECTIONS 16 AND 17, A DISTANCE OF 350 FEET, MORE OR LESS, TO THE CENTER OF THE CREEK, THENCE RUNNING WEST A DISTANCE OF 100 FEET, THENCE RUNNING SOUTH A DISTANCE OF 350 FEET, MORE OR LESS, TO THE WATERS EDGE, THENCE RUNNING EAST A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING, ALL BEING IN LOT NO. 6, SECTION 17, TOWNSHIP 2 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA.

- Survey Report:**
- 1) BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST OF WESTERLY ADJACENT PROPERTY AS RECORDED IN D.R. BOOK 3066, PG. 1344.
 - 2) NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY PASCOE SURVEYING & MAPPING, INC. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS, OR APPARENT USE DOES NOT EXIST.
 - 3) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

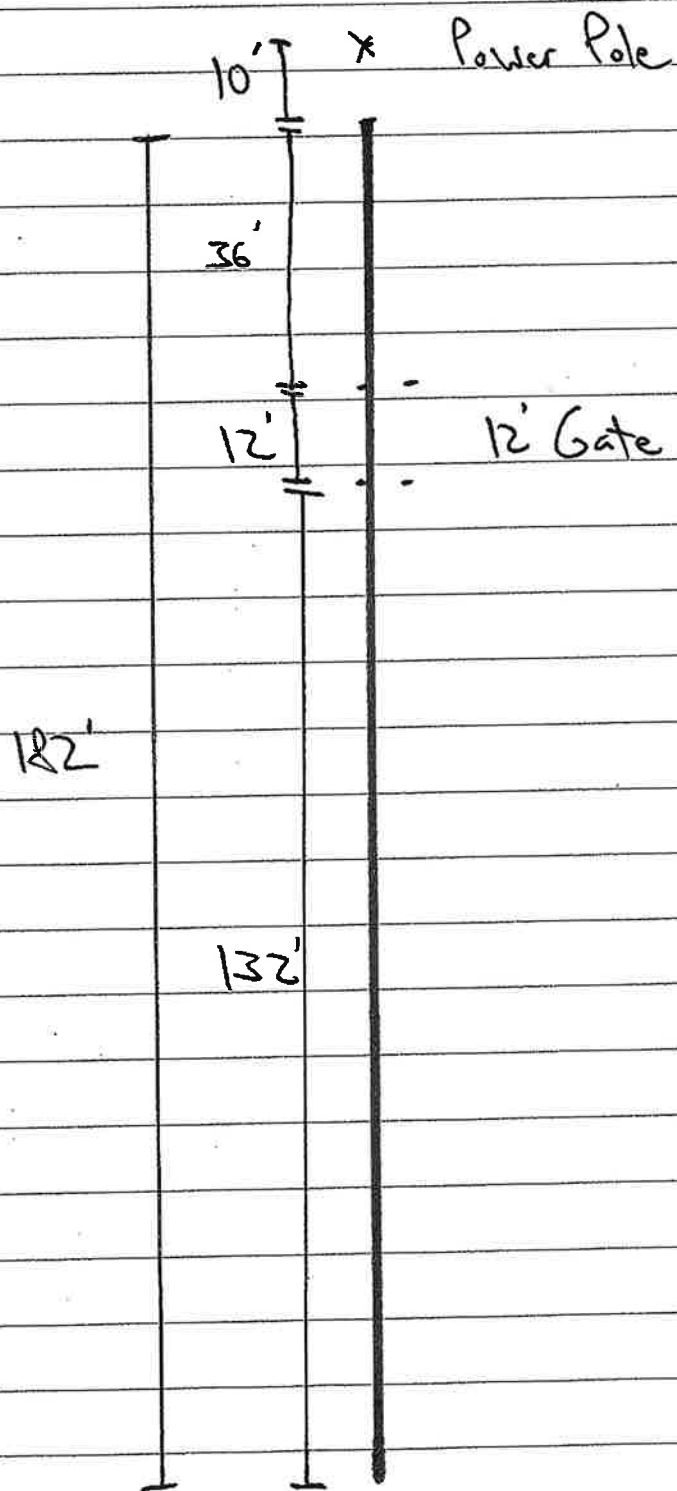
Certified To:
OLD SOUTH LAND TITLE COMPANY
CHICAGO TITLE INSURANCE COMPANY
CAROLINE P. RYAN

BOUNDARY SURVEY

PREPARED FOR:
CAROLINE P. RYAN
121 MIRACLE STRIP PARKWAY
MARY ESTHER, FL 32569

RECORDS:

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers, Chapter 47, F.S. 47.001, 47.002, 47.003, 47.004, 47.005, 47.006, 47.007, 47.008, 47.009, 47.010, 47.011, 47.012, 47.013, 47.014, 47.015, 47.016, 47.017, 47.018, 47.019, 47.020, 47.021, 47.022, 47.023, 47.024, 47.025, 47.026, 47.027, 47.028, 47.029, 47.030, 47.031, 47.032, 47.033, 47.034, 47.035, 47.036, 47.037, 47.038, 47.039, 47.040, 47.041, 47.042, 47.043, 47.044, 47.045, 47.046, 47.047, 47.048, 47.049, 47.050, 47.051, 47.052, 47.053, 47.054, 47.055, 47.056, 47.057, 47.058, 47.059, 47.060, 47.061, 47.062, 47.063, 47.064, 47.065, 47.066, 47.067, 47.068, 47.069, 47.070, 47.071, 47.072, 47.073, 47.074, 47.075, 47.076, 47.077, 47.078, 47.079, 47.080, 47.081, 47.082, 47.083, 47.084, 47.085, 47.086, 47.087, 47.088, 47.089, 47.090, 47.091, 47.092, 47.093, 47.094, 47.095, 47.096, 47.097, 47.098, 47.099, 47.100, 47.101, 47.102, 47.103, 47.104, 47.105, 47.106, 47.107, 47.108, 47.109, 47.110, 47.111, 47.112, 47.113, 47.114, 47.115, 47.116, 47.117, 47.118, 47.119, 47.120, 47.121, 47.122, 47.123, 47.124, 47.125, 47.126, 47.127, 47.128, 47.129, 47.130, 47.131, 47.132, 47.133, 47.134, 47.135, 47.136, 47.137, 47.138, 47.139, 47.140, 47.141, 47.142, 47.143, 47.144, 47.145, 47.146, 47.147, 47.148, 47.149, 47.150, 47.151, 47.152, 47.153, 47.154, 47.155, 47.156, 47.157, 47.158, 47.159, 47.160, 47.161, 47.162, 47.163, 47.164, 47.165, 47.166, 47.167, 47.168, 47.169, 47.170, 47.171, 47.172, 47.173, 47.174, 47.175, 47.176, 47.177, 47.178, 47.179, 47.180, 47.181, 47.182, 47.183, 47.184, 47.185, 47.186, 47.187, 47.188, 47.189, 47.190, 47.191, 47.192, 47.193, 47.194, 47.195, 47.196, 47.197, 47.198, 47.199, 47.200, 47.201, 47.202, 47.203, 47.204, 47.205, 47.206, 47.207, 47.208, 47.209, 47.210, 47.211, 47.212, 47.213, 47.214, 47.215, 47.216, 47.217, 47.218, 47.219, 47.220, 47.221, 47.222, 47.223, 47.224, 47.225, 47.226, 47.227, 47.228, 47.229, 47.230, 47.231, 47.232, 47.233, 47.234, 47.235, 47.236, 47.237, 47.238, 47.239, 47.240, 47.241, 47.242, 47.243, 47.244, 47.245, 47.246, 47.247, 47.248, 47.249, 47.250, 47.251, 47.252, 47.253, 47.254, 47.255, 47.256, 47.257, 47.258, 47.259, 47.260, 47.261, 47.262, 47.263, 47.264, 47.265, 47.266, 47.267, 47.268, 47.269, 47.270, 47.271, 47.272, 47.273, 47.274, 47.275, 47.276, 47.277, 47.278, 47.279, 47.280, 47.281, 47.282, 47.283, 47.284, 47.285, 47.286, 47.287, 47.288, 47.289, 47.290, 47.291, 47.292, 47.293, 47.294, 47.295, 47.296, 47.297, 47.298, 47.299, 47.300, 47.301, 47.302, 47.303, 47.304, 47.305, 47.306, 47.307, 47.308, 47.309, 47.310, 47.311, 47.312, 47.313, 47.314, 47.315, 47.316, 47.317, 47.318, 47.319, 47.320, 47.321, 47.322, 47.323, 47.324, 47.325, 47.326, 47.327, 47.328, 47.329, 47.330, 47.331, 47.332, 47.333, 47.334, 47.335, 47.336, 47.337, 47.338, 47.339, 47.340, 47.341, 47.342, 47.343, 47.344, 47.345, 47.346, 47.347, 47.348, 47.349, 47.350, 47.351, 47.352, 47.353, 47.354, 47.355, 47.356, 47.357, 47.358, 47.359, 47.360, 47.361, 47.362, 47.363, 47.364, 47.365, 47.366, 47.367, 47.368, 47.369, 47.370, 47.371, 47.372, 47.373, 47.374, 47.375, 47.376, 47.377, 47.378, 47.379, 47.380, 47.381, 47.382, 47.383, 47.384, 47.385, 47.386, 47.387, 47.388, 47.389, 47.390, 47.391, 47.392, 47.393, 47.394, 47.395, 47.396, 47.397, 47.398, 47.399, 47.400, 47.401, 47.402, 47.403, 47.404, 47.405, 47.406, 47.407, 47.408, 47.409, 47.410, 47.411, 47.412, 47.413, 47.414, 47.415, 47.416, 47.417, 47.418, 47.419, 47.420, 47.421, 47.422, 47.423, 47.424, 47.425, 47.426, 47.427, 47.428, 47.429, 47.430, 47.431, 47.432, 47.433, 47.434, 47.435, 47.436, 47.437, 47.438, 47.439, 47.440, 47.441, 47.442, 47.443, 47.444, 47.445, 47.446, 47.447, 47.448, 47.449, 47.450, 47.451, 47.452, 47.453, 47.454, 47.455, 47.456, 47.457, 47.458, 47.459, 47.460, 47.461, 47.462, 47.463, 47.464, 47.465, 47.466, 47.467, 47.468, 47.469, 47.470, 47.471, 47.472, 47.473, 47.474, 47.475, 47.476, 47.477, 47.478, 47.479, 47.480, 47.481, 47.482, 47.483, 47.484, 47.485, 47.486, 47.487, 47.488, 47.489, 47.490, 47.491, 47.492, 47.493, 47.494, 47.495, 47.496, 47.497, 47.498, 47.499, 47.500, 47.501, 47.502, 47.503, 47.504, 47.505, 47.506, 47.507, 47.508, 47.509, 47.510, 47.511, 47.512, 47.513, 47.514, 47.515, 47.516, 47.517, 47.518, 47.519, 47.520, 47.521, 47.522, 47.523, 47.524, 47.525, 47.526, 47.527, 47.528, 47.529, 47.530, 47.531, 47.532, 47.533, 47.534, 47.535, 47.536, 47.537, 47.538, 47.539, 47.540, 47.541, 47.542, 47.543, 47.544, 47.545, 47.546, 47.547, 47.548, 47.549, 47.550, 47.551, 47.552, 47.553, 47.554, 47.555, 47.556, 47.557, 47.558, 47.559, 47.560, 47.561, 47.562, 47.563, 47.564, 47.565, 47.566, 47.567, 47.568, 47.569, 47.570, 47.571, 47.572, 47.573, 47.574, 47.575, 47.576, 47.577, 47.578, 47.579, 47.580, 47.581, 47.582, 47.583, 47.584, 47.585, 47.586, 47.587, 47.588, 47.589, 47.590, 47.591, 47.592, 47.593, 47.594, 47.595, 47.596, 47.597, 47.598, 47.599, 47.600, 47.601, 47.602, 47.603, 47.604, 47.605, 47.606, 47.607, 47.608, 47.609, 47.610, 47.611, 47.612, 47.613, 47.614, 47.615, 47.616, 47.617, 47.618, 47.619, 47.620, 47.621, 47.622, 47.623, 47.624, 47.625, 47.626, 47.627, 47.628, 47.629, 47.630, 47.631, 47.632, 47.633, 47.634, 47.635, 47.636, 47.637, 47.638, 47.639, 47.640, 47.641, 47.642, 47.643, 47.644, 47.645, 47.646, 47.647, 47.648, 47.649, 47.650, 47.651, 47.652, 47.653, 47.654, 47.655, 47.656, 47.657, 47.658, 47.659, 47.660, 47.661, 47.662, 47.663, 47.664, 47.665, 47.666, 47.667, 47.668, 47.669, 47.670, 47.671, 47.672, 47.673, 47.674, 47.675, 47.676, 47.677, 47.678, 47.679, 47.680, 47.681, 47.682, 47.683, 47.684, 47.685, 47.686, 47.687, 47.688, 47.689, 47.690, 47.691, 47.692, 47.693, 47.694, 47.695, 47.696, 47.697, 47.698, 47.699, 47.700, 47.701, 47.702, 47.703, 47.704, 47.705, 47.706, 47.707, 47.708, 47.709, 47.710, 47.711, 47.712, 47.713, 47.714, 47.715, 47.716, 47.717, 47.718, 47.719, 47.720, 47.721, 47.722, 47.723, 47.724, 47.725, 47.726, 47.727, 47.728, 47.729, 47.730, 47.731, 47.732, 47.733, 47.734, 47.735, 47.736, 47.737, 47.738, 47.739, 47.740, 47.741, 47.742, 47.743, 47.744, 47.745, 47.746, 47.747, 47.748, 47.749, 47.750, 47.751, 47.752, 47.753, 47.754, 47.755, 47.756, 47.757, 47.758, 47.759, 47.760, 47.761, 47.762, 47.763, 47.764, 47.765, 47.766, 47.767, 47.768, 47.769, 47.770, 47.771, 47.772, 47.773, 47.774, 47.775, 47.776, 47.777, 47.778, 47.779, 47.780, 47.781, 47.782, 47.783, 47.784, 47.785, 47.786, 47.787, 47.788, 47.789, 47.790, 47.791, 47.792, 47.793, 47.794, 47.795, 47.796, 47.797, 47.798, 47.799, 47.800, 47.801, 47.802, 47.803, 47.804, 47.805, 47.806, 47.807, 47.808, 47.809, 47.810, 47.811, 47.812, 47.813, 47.814, 47.815, 47.816, 47.817, 47.818, 47.819, 47.820, 47.821, 47.822, 47.823, 47.824, 47.825, 47.826, 47.827, 47.828, 47.829, 47.830, 47.831, 47.832, 47.833, 47.834, 47.835, 47.836, 47.837, 47.838, 47.839, 47.840, 47.841, 47.842, 47.843, 47.844, 47.845, 47.846, 47.847, 47.848, 47.849, 47.850, 47.851, 47.852, 47.853, 47.854, 47.855, 47.856, 47.857, 47.858, 47.859, 47.860, 47.861, 47.862, 47.863, 47.864, 47.865, 47.866, 47.867, 47.868, 47.869, 47.870, 47.871, 47.872, 47.873, 47.874, 47.875, 47.876, 47.877, 47.878, 47.879, 47.880, 47.881, 47.882, 47.883, 47.884, 47.885, 47.886, 47.887, 47.888, 47.889, 47.890, 47.891, 47.892, 47.893, 47.894, 47.895, 47.896, 47.897, 47.898, 47.899, 47.900, 47.901, 47.902, 47.903, 47.904, 47.905, 47.906, 47.907, 47.908, 47.909, 47.910, 47.911, 47.912, 47.913, 47.914, 47.915, 47.916, 47.917, 47.918, 47.919, 47.920, 47.921, 47.922, 47.923, 47.924, 47.925, 47.926, 47.927, 47.928, 47.929, 47.930, 47.931, 47.932, 47.933, 47.934, 47.935, 47.936, 47.937, 47.938, 47.939, 47.940, 47.941, 47.942, 47.943, 47.944, 47.945, 47.946, 47.947, 47.948, 47.949, 47.950, 47.951, 47.952, 47.953, 47.954, 47.955, 47.956, 47.957, 47.958, 47.959, 47.960, 47.961, 47.962, 47.963, 47.964, 47.965, 47.966, 47.967, 47.968, 47.969, 47.970, 47.971, 47.972, 47.973, 47.974, 47.975, 47.976, 47.977, 47.978, 47.979, 47.980, 47.981, 47.982, 47.983, 47.984, 47.985, 47.986, 47.987, 47.988, 47.989, 47.990, 47.991, 47.992, 47.993, 47.994, 47.995, 47.996, 47.997, 47.998, 47.999, 48.000, 48.001, 48.002, 48.003, 48.004, 48.005, 48.006, 48.007, 48.008, 48.009, 48.010, 48.011, 48.012, 48.013, 48.014, 48.015, 48.016, 48.017, 48.018, 48.019, 48.020, 48.021, 48.022, 48.023, 48.024, 48.025, 48.026, 48.027, 48.028, 48.029, 48.030, 48.031, 48.032, 48.033, 48.034, 48.035, 48.036, 48.037, 48.038, 48.039, 48.040, 48.041, 48.042, 48.043, 48.044, 48.045, 48.046, 48.047, 48.048, 48.049, 48.050, 48.051, 48.052, 48.053, 48.054, 48.055, 48.056, 48.057, 48.058, 48.059, 48.060, 48.061, 48.062, 48.063, 48.064, 48.065, 48.066, 48.067, 48.068, 48.069, 48.070, 48.071, 48.072, 48.073, 48.074, 48.075, 48.076, 48.077, 48.078, 48.079, 48.080, 48.081, 48.082, 48.083, 48.084, 48.085, 48.086, 48.087, 48.088, 48.089, 48.090, 48.091, 48.092, 48.093, 48.094, 48.095, 48.096, 48.097, 48.098, 48.099, 48.100, 48.101, 48.102, 48.103, 48.104, 48.105, 48.106, 48.107, 48.108, 48.109, 48.110, 48.111, 48.112, 48.113, 48.114, 48.115, 48.116, 48.117, 48.118, 48.119, 48.120, 48.121, 48.122, 48.123, 48.124, 48.125, 48.126, 48.127, 48.128, 48.129, 48.130, 48.131, 48.132, 48.133, 48.134, 48.135, 48.136, 48.137, 48.138, 48.139, 48.140, 48.141, 48.142, 48.143, 48.144, 48.145, 48.146, 48.147, 48.148, 48.149, 48.150, 48.151, 48.152, 48.153, 48.154, 48.155, 48.156, 48.157, 48.158, 48.159, 48.160, 48.161, 48.162, 48.163, 48.164, 48.165, 48.166, 48.167, 48.168, 48.169, 48.170, 48.171, 48.172, 48.173, 48.174, 48.175, 48.176, 48.177, 48.178, 48.179, 48.180, 48.181, 48.182, 48.183, 48.184, 48.185, 48.186, 48.187, 48.188, 48.189, 48.190, 48.191, 48.192, 48.193, 48.194, 48.195, 48.196, 48.197, 48.198, 48.199, 48.200, 48.201, 48.202, 48.203, 48.204, 48.205, 48.206, 48.207, 48.208, 48.209, 48.210, 48.211, 48.212, 48.213, 48.214, 48.215, 48.216, 48.217, 48.218, 48.219, 48.220, 48.221, 48.222, 48.223, 48.224, 48.225, 48.226, 48.227, 48.228, 48.229, 48.230, 48.231, 48.232, 48.233, 48.234, 48.235, 48.236, 48.237, 48.238, 48.239, 48.240, 48.241, 48.242, 48.243, 48.244, 48.245, 48.246, 48.247, 48.248, 48.249, 48.250, 48.251, 48.252, 48.253, 48.254, 48.255, 48.256, 48.257, 48.258, 48.259, 48.260, 48.261, 48.262, 48.263, 48.264, 48.265, 48.266, 48.267, 48.268, 48.269, 48.270, 48.271, 48.272, 48.273, 48.274, 48.275, 48.276, 48.277, 48.278, 48.279, 48.280, 48.281, 48.282, 48.283, 48.284, 48.285, 48.286, 48.287, 48.288, 48.289, 48.290, 48.291, 48.292, 48.293, 48.294, 48.295, 48.296, 48.297, 48.298, 48.299, 48.300, 48.301, 48.302, 48.303, 48.304, 48.305, 48.306, 48.307, 48.308, 48.309, 48.310, 48.311, 48.312, 48.313, 48.314, 48.315, 48.316, 48.317, 48.318, 48.319, 48.320, 48.321, 48.322, 48.323, 48.324, 48.325, 48.326, 48.327, 48.328, 48.329, 48.330, 48.331, 48.332, 48.333, 48.334, 48.335, 48.336, 48.337, 48.338, 48.339, 48.340, 48.341, 48.342, 48.343, 48.344, 48.345, 48.346, 48.347, 48.348, 48.349, 48.350, 48.351, 48.352, 48.353, 48.354, 48.355, 48.356, 48.357, 48.358, 48.359, 48.360, 48.361, 48.362, 48.363, 48.364, 48.365, 48.366, 48.367, 48.368, 48.369, 48.370, 48.371, 48.372, 48.373, 48.374, 48.375, 48.376, 48.377, 48.378, 48.379, 48.380, 48.381, 48.382, 48.383, 48.384, 48.385, 48.386, 48.387, 48.388, 48.389, 48.390, 48.391, 48.392, 48.393, 48.394, 48.395, 48.396, 48.397, 48.398, 48.399, 48.





143.00

THIS INSTRUMENT PREPARED BY:
Scott M. Campbell
Clark, Partington, Hart, Larry,
Bond & Stackhouse
4100 Legendary Drive, Suite 200
Destin, Florida 32541
(850) 650-3304

STATE OF FLORIDA
COUNTY OF OKALOOSA

**PERPETUAL NON-EXCLUSIVE ACCESS AND UTILITIES
EASEMENT AGREEMENT**

THIS PERPETUAL NON-EXCLUSIVE ACCESS AND UTILITIES EASEMENT AGREEMENT ("Agreement") is made and entered into this 21st day of September, 2015, by and among **Damian L. Curtis and Leigh B. Curtis, husband and wife**, whose address is 171 W. Miracle Strip Parkway, Mary Esther, Florida 32569, their successors and/or assigns (hereinafter collectively "Curtis"), and **Caroline P. Ryan, as Trustee under the Caroline P. Ryan Revocable Trust Agreement Dated February 2, 2004**, whose address is 102 Ft. Dale Estates, Greenville, Alabama 36037, and its successors and/or assigns (hereinafter "Ryan").

Witnesseth:

WHEREAS, Curtis owns fee simple title to the real property described on Exhibit "A" attached hereto (hereinafter the "Curtis Property");

WHEREAS, Ryan owns fee simple title to the real property described on Exhibit "B" attached hereto lying east of the Curtis Property (hereinafter the "Ryan Property");

WHEREAS, predecessors in title to Ryan and Curtis have previously reserved and/or granted, as applicable, easements for access and utilities over and across a portion of the Curtis Property and portions of what is now the Ryan Property as set forth in various deeds and easement instruments including but not limited to those certain recorded instruments in Deed

OSLT
15-8342

Book 12, Page 369, Deed Book 13, Page 476, and Deed Book 15, Page 150, all in the Public Records of Okaloosa County, Florida; and,

WHEREAS, in order to clarify the easement rights and obligations arising from the previously established easements affecting the Ryan Property and the Curtis Property, Ryan and Curtis desire to execute this instrument to specifically and clearly establish a perpetual ingress, egress and utilities easement over, under and across a portion the Curtis Property more particularly described in Composite Exhibit "C" attached hereto (hereinafter the "Easement Parcel") for use of and access to and from the Ryan Property as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, Ryan and Curtis hereby covenant and agree as follows:

1. **Ingress and Egress Easement:** Curtis does hereby grant, bargain, sell and convey unto Ryan, for the use and benefit of the Ryan Property and all future owners and occupants of any portion of the Ryan Property, a perpetual easement over, under and across the Easement Parcel for vehicular and pedestrian ingress and egress to and from the Ryan Property and U.S. Highway 98 together with utilities to service the Ryan Property. Curtis and their successors and assigns shall not convey any interest relating to the Easement Parcel which would interfere with Ryan's use thereof, nor shall Curtis or their successors or assigns interfere with the Easement Parcel in a manner that would impair Ryan's use thereof or that would damage improvements to the Easement Parcel. Curtis shall remove all existing gates from the Easement Parcel and hereby agrees to refrain from constructing any additional gates or from utilizing or erecting any other obstructions that could potentially impede Ryan's access to the Ryan Property.

2. Maintenance; Improvement Obligations; Costs:

(a) Ryan and Curtis agree to jointly maintain the Easement Parcel and to split the costs arising from such maintenance.

(b) Either Ryan or Curtis shall have the option, but not the obligation, to improve the Easement Parcel in a manner consistent with its use which may include but not be limited to grading, paving and/or improving the Easement Parcel with asphalt or similar capital improvements to facilitate vehicular access and for the placement of utilities over, under and across the Easement Parcel by Ryan or applicable governmental authorities. Any such capital improvements to the Easement Parcel shall be subject to the other party's consent, which shall not be unreasonably withheld. The cost of any such capital improvement(s) shall be borne by the party requesting such improvement(s), however general maintenance and upkeep thereafter shall be split by the parties. If any party damages the Easement Parcel, then the party so damaging the Easement Parcel shall promptly make necessary repairs at its expense, restoring the Easement Parcel along with any portion of the Ryan Property or the Curtis Property that may have been damaged, to the condition as existed immediately prior to the damage.

(c) Curtis shall have no responsibility for any damage or repair to the Easement Parcel due to natural Acts of God, flooding, hurricane, lightning, fire or other events that are outside of Curtis's control. In such an event, Ryan shall be responsible for repairing the Easement Parcel in a manner that enables Ryan to utilize the Easement Parcel but Ryan shall have no obligation to restore the Easement Parcel to its pre-existing condition. If an event described above occurs or if erosion or accretion occurs affecting the abutting creek the results of which alters the Easement Parcel in such a manner that Ryan is unable to reasonably utilize the Easement Parcel as contemplated herein, the parties agree to relocate the Easement Parcel or a portion thereof to a location as close as reasonably possible to its original proximity.

(d) Curtis shall have no liability for loss of personal property, death or personal injury which occurs on or about the Easement Parcel as a result of the use thereof by Ryan or Ryan's agents, independent contractors, employees, guest, licensees or invitees, and Ryan agrees to indemnify and to defend and hold harmless Curtis from and against any claim, loss, cost, damage or expense, asserted against, or incurred by Curtis, as the fee simple owner of the Easement Parcel, arising out of the use of the Easement Parcel by Ryan or Ryan's agents, independent contractors, employees, guests, licensees or invitees. Notwithstanding the foregoing, in no event shall Ryan indemnify Curtis for the negligence or misconduct of Curtis or Curtis's agents, independent contractors, employees, guests, licensees or invitees. Curtis shall be responsible for the premium of any liability insurance coverage if such coverage is desired by Curtis.

3. **Authority:** The undersigned represent that they have taken the proper procedures and are duly authorized to execute and deliver this Agreement.

4. **Miscellaneous:** The easements granted herein shall be deemed covenants appurtenant to and running with the lands benefited and burdened thereby and binding on the subsequent owners of the Curtis Property and the Ryan Property and shall inure to and be enforced by any current or subsequent owner, leaseholder, mortgage holder or any other party having an interest in and to either of the parcels or any portion thereof. All rights, powers and privileges granted to either party shall inure to the benefit of and be held by their respective successors, heirs and assigns, and likewise all liabilities and obligations imposed on each shall be binding upon the respective successors, heirs and assigns of the parties hereto. This Agreement constitutes the entire agreement of the parties and may not be amended except by written instrument executed by the parties hereto or their applicable successors.

5. **Governing Law:** This Agreement shall be governed by and enforced and construed under the laws of the State of Florida. Venue of any proceeding regarding this Agreement shall be Okaloosa County, Florida.

6. **Counterparts:** This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute but one and the same instrument.

7. **Attorneys' Fees:** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred including, but not limited to, reasonable attorneys' fees at all trial and appellate levels and post-judgment proceedings.

8. **Notices:** All notices or other communications required or permitted to be given pursuant to the provisions of this Agreement shall be in writing and shall be considered as properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person (which may include by a nationally recognized overnight delivery service) to the intended addressee. Notice so mailed shall be effective upon its deposit in the custody of the United States Postal Service for mailing in accordance with the foregoing. Notice given in any other manner shall be effective only if and when received by the addressee.

[signature pages and exhibits follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on
the date and year set forth above.

Signed, sealed and delivered
in the presence of:

CURTIS:

Rebbie Schaeffer
Print: Rebbie Schaeffer

[Signature]
Damian L. Curtis

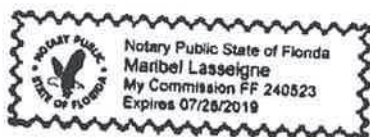
Peter F. Bayar
Print: Peter F. Bayar

Leigh B. Curtis
Leigh B. Curtis

STATE OF FLORIDA
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 22 day of September,
2015 by **Damian L. Curtis** and **Leigh B. Curtis**. They are (☒) personally known to me, or (☐)
have produced personal friend as identification.

[NOTARY SEAL]



[Signature]
NOTARY PUBLIC
Name: MARIBEL LASSEIGNE
Commission Number: FF 240523
My Commission Expires: 7-19

RYAN:

① Wanda J. Johnson
Print: Wanda J. Johnson

② [Signature]
Print: James J. Ryan Jr

X Caroline P. Ryan
Caroline P. Ryan, as Trustee under the
Caroline P. Ryan Trust Agreement Dated
February 2, 2004

STATE OF Alabama
COUNTY OF Butter

The foregoing instrument was acknowledged before me this 23rd day of September, 2015, by Caroline P. Ryan, as Trustee under the Caroline P. Ryan Trust Agreement Dated February 2, 2004. She is (☒) personally known to me, or (☐) has produced _____ as identification.



Wanda J. Johnson
NOTARY PUBLIC
Name: Wanda J. Johnson
Commission Number: N/A
My Commission Expires: 12/08/18

EXHIBIT "A"

THE CURTIS PROPERTY

COMMENCE AT AN IRON ROD LB2355 AT THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2907, AT PAGES 2281 THROUGH 2285, SAID IRON ROD AS SHOWN ON THE BOUNDARY SURVEY BY PANHANDLE ASSOCIATES INC. DATED 7/15/2009; THENCE SOUTH 03°11'42" EAST, ALONG THE WEST EDGE OF A 15' WIDE INGRESS / EGRESS AND UTILITY EASEMENT, A DISTANCE OF 85.24 FEET; THENCE SOUTH 45°41'12" EAST, ALONG THE SOUTH EDGE OF SAID EASEMENT, A DISTANCE OF 88.04 FEET; THENCE SOUTH 53°17'48" EAST, ALONG THE SOUTH EDGE OF SAID EASEMENT, A DISTANCE OF 71.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 53°17'48" EAST, ALONG THE SOUTH EDGE OF SAID EASEMENT, A DISTANCE OF 94.13 FEET TO THE EAST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2907, AT PAGES 2281 THROUGH 2285; THENCE SOUTH 00°03'54" EAST, ALONG SAID EAST LINE AS SHOWN ON THE REFERENCED SURVEY BY PANHANDLE ASSOCIATES INC., A DISTANCE OF 117.47 FEET; THENCE NORTH 81°52'10" WEST A DISTANCE OF 40.38 FEET; THENCE NORTH 37°24'39" WEST A DISTANCE OF 83.71 FEET; THENCE NORTH 08°31'42" EAST A DISTANCE OF 102.66 FEET TO THE POINT OF BEGINNING.
CONTAINS 10,772.864 SQUARE FEET OR 0.2473 ACRES, MORE OR LESS.
ALL LYING IN SECTION 17, TOWNSHIP 2 SOUTH, RANGE 24 WEST IN OKALOOSA COUNTY; FLORIDA.

Parcel Identification Number 17-2S-24-0000-0003-0010

Together with:

BEGINNING AT A POINT ON THE SOUTH SIDE OF THE PAVED PUBLIC HIGHWAY 100 FEET WEST OF THE POINT WHERE THE EASTERN BOUNDARY LINE OF LOT 6, SECTION 17, TOWNSHIP 2 SOUTH, RANGE 24 WEST, INTERSECTS SAID HIGHWAY AND RUNNING THENCE WEST ALONG THE SOUTH SIDE OR LINE OF SAID PAVED PUBLIC HIGHWAY 220 FEET; THENCE SOUTH TO SANTA ROSA SOUND; THENCE EAST ALONG THE WATER'S EDGE 220 FEET; THENCE NORTH TO POINT OF BEGINNING AND BEING THE WEST 220 FEET OF THE EAST 320 FEET SOUTH OF THE PAVED PUBLIC HIGHWAY OF LOT 6, SECTION 17, TOWNSHIP 2 SOUTH, RANGE 24 WEST IN OKALOOSA COUNTY; FLORIDA; LESS AND EXCEPT THAT CERTAIN PARCEL OF LAND CONVEYED BY MRS. J. G. SCHERF, SR. TO PHILOS LOYD MARLOWE AND WIFE, NANCY LEE MAROWE, BY DEED DATED APRIL 2, 1959 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA IN BOOK 127, PAGES 517-18 AND LESS THAT CERTAIN LOT OR PARCEL OF PROPERTY CONVEYED BY RUTH SCHERF TO THE STATE OF FLORIDA BY DEED DATED AUGUST 6, 1962 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA IN DEED BOOK 247, PAGES 99-100.

LESS AND EXCEPT THE FOLLOWING:

COMMENCE AT AN IRON ROD LB2355 AT THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2907, AT PAGES 2281 THROUGH 2285, SAID IRON ROD AS SHOWN ON THE BOUNDARY SURVEY BY PANHANDLE ASSOCIATES INC. DATED 7/15/2009; THENCE SOUTH 03°11'42" EAST, ALONG THE WEST EDGE OF A 15' WIDE INGRESS / EGRESS AND UTILITY EASEMENT, A DISTANCE OF 85.24 FEET; THENCE SOUTH 45°41'12" EAST, ALONG THE SOUTH EDGE OF SAID EASEMENT. A DISTANCE OF 88.04 FEET; THENCE SOUTH 53°17'48" EAST, ALONG THE SOUTH EDGE OF SAID EASEMENT, A DISTANCE OF 71.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 53°17'48" EAST, ALONG THE SOUTH EDGE OF SAID EASEMENT, A DISTANCE OF 94.13 FEET TO THE EAST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2907, AT PAGES 2281 THROUGH 2285; THENCE SOUTH 00°03'54" EAST, ALONG SAID EAST LINE AS SHOWN ON THE REFERENCED SURVEY BY PANHANDLE ASSOCIATES INC., A DISTANCE OF 117.47 FEET; THENCE NORTH 81°52'10" WEST A DISTANCE OF 40.38 FEET; THENCE NORTH 37°24'39" WEST A DISTANCE OF 83.71 FEET; THENCE NORTH 08°31'42" EAST A DISTANCE OF 102.66 FEET TO THE POINT OF BEGINNING.

With Parcel Identification Number 17-2S-24-0000-0003-0000

EXHIBIT "B"

THE RYAN PROPERTY

One certain parcel of land on the East side of Lot No. 6, Section 17, Township 2 South, Range 24 West, further described as follows: -- Beginning at the waters edge of Santa Rosa Sound in the SE 1/4 of the SE 1/4 of Section 17, Township 2 South, Range 24 West, and running North along the section line between Sections 16 and 17, a distance of 350 feet, more or less, to the center of the creek, thence running West a distance of 100 feet, thence running South a distance of 350 feet, more or less, to the waters edge, thence running East a distance of 100 feet to the point of beginning. All being in Lot No. 6, Section 17, Township 2 South, Range 24 West, Okaloosa County, Florida.

Parcel Identification Number 17-2S-24-0000-0006-0000

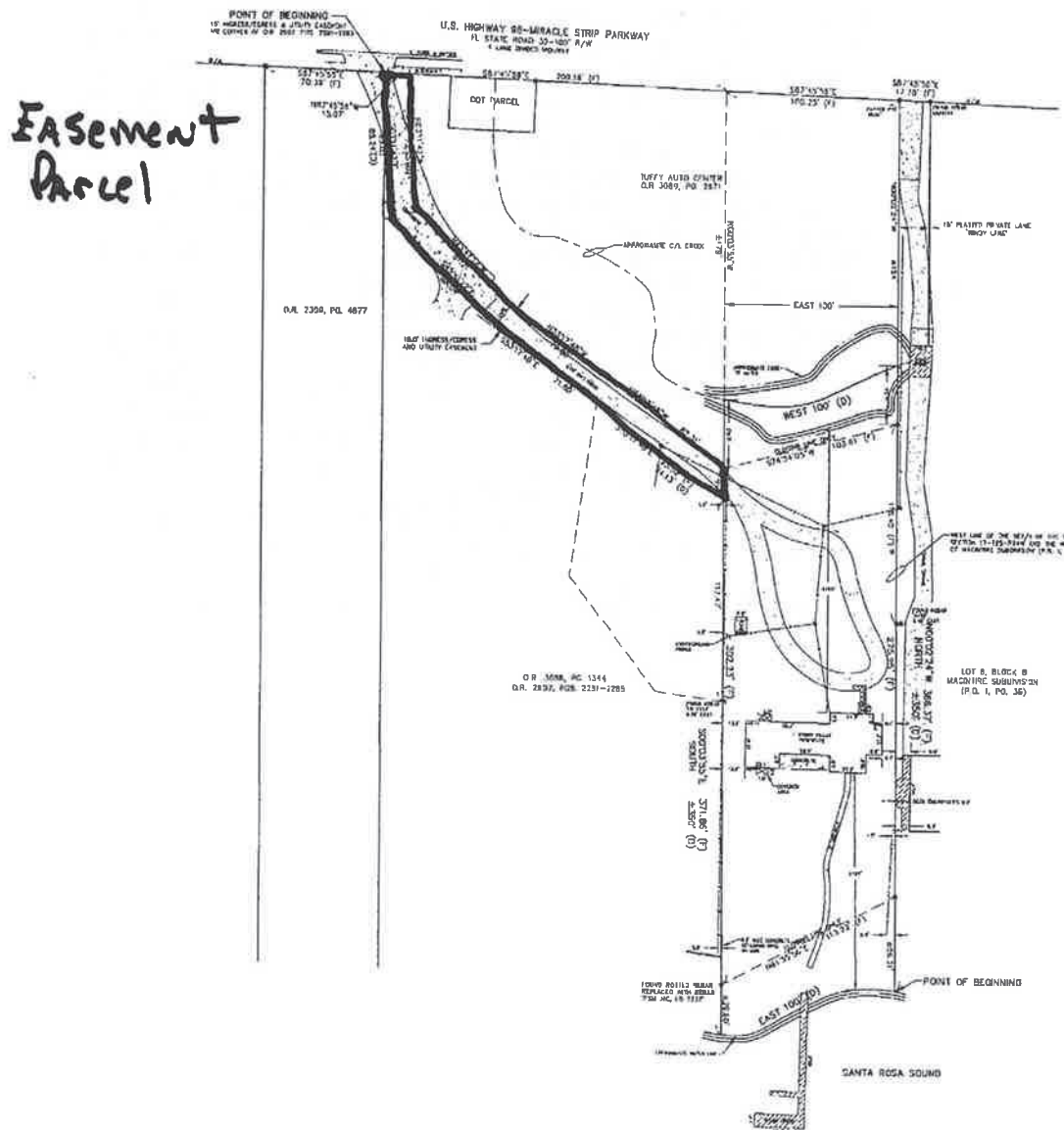
COMPOSITE EXHIBIT "C"

THE EASEMENT PARCEL

LEGAL DESCRIPTION: INGRESS / EGRESS AND UTILITY EASEMENT BEGIN AT AN IRON ROD LB2355 AT THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2907, AT PAGES 2281 THROUGH 2285, SAID IRON ROD AS SHOWN ON THE BOUNDARY SURVEY BY PANHANDLE ASSOCIATES INC. DATED 7/15/2009; THENCE SOUTH 03°11'42" EAST, ALONG THE WEST EDGE OF A 15' WIDE INGRESS / EGRESS AND UTILITY EASEMENT, A DISTANCE OF 85.24 FEET; THENCE SOUTH 45°41'12" EAST, ALONG THE SOUTH EDGE OF SAID EASEMENT. A DISTANCE OF 88.04 FEET; THENCE SOUTH 53°17'48" EAST, ALONG THE SOUTH EDGE OF SAID EASEMENT, A DISTANCE OF 71.80 FEET; THENCE CONTINUE SOUTH 53°17'48" EAST, ALONG THE SOUTH EDGE OF SAID EASEMENT, A DISTANCE OF 94.13 FEET TO THE EAST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2907, AT PAGES 2281 THROUGH 2285; THENCE NORTH 00°03'54" WEST, ALONG SAID EAST LINE AS SHOWN ON THE REFERENCED SURVEY BY PANHANDLE ASSOCIATES INC., A DISTANCE OF 18.73 FEET; THENCE NORTH 53°17'48" WEST, ALONG THE NORTH SIDE OF THE EASEMENT, A DISTANCE OF 153.73 FEET; THENCE NORTH 45°41'12" WEST, ALONG THE NORTH SIDE OF THE EASEMENT, A DISTANCE OF 81.21 FEET; THENCE NORTH 03°11'42" WEST, ALONG THE EAST SIDE OF THE EASEMENT, A DISTANCE OF 77.95 FEET TO THE SOUTH RIGHT OF WAY LINE OF MIRACLE STRIP PARKWAY (U.S. HIGHWAY 98); THENCE NORTH 87°37'17" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 15.07 FEET TO THE POINT OF BEGINNING.

COMPOSITE EXHIBIT "C" CONTINUED

Sketch of Easement Parcel



JOINDER AND CONSENT OF MORTGAGEE

The undersigned, FNBT.COM BANK, being the holder of that certain mortgage on the Curtis Property and the Easement Parcel as defined in the foregoing Perpetual Non-Exclusive Access and Utilities Easement Agreement (the "Easement"), whose mortgage is dated September 28, 2009, and recorded in **Official Record Book 2907, at Page 2286**, as thereafter modified in **Official Records Book 3015, Page 4196, Official Records Book 3068, page 2463**, together with the Assignment of Rents and Leases in **Official Records Book 3068, Page 2466**, all of the Public Records of Okaloosa County, Florida (collectively the "Mortgage"), hereby consents and subordinates the Mortgage, and any and all modifications or amendments thereto, to the Easement.

Signed and Sealed
In the presence of:

Andrea Neely
Print Name: Andrea Neely

Yvonne Riggs
Print Name: Yvonne Riggs

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 23rd day of September, 2015, by Skip Rainer, as Exec. Vice President of FNBT.COM Bank, who (☒) is personally known to me or () who has produced a _____ driver's license as identification.

FNBT.COM BANK

By: Skip Rainer
Print: Skip Rainer
Its: Executive Vice President

[SEAL]



NOTARY PUBLIC:

Sign: Robin Jordan
Print: Robin Jordan

My Commission Expires: 3/19/19
Commission #: FF 211755

SUR TAX - 8.80
WARRANTY DEED STATE STAMPS 67.50

This Warranty Deed Made the 3rd day of March A. D. 19 70 by
H. Wayne Penry and wife, Mary Lynn Penry

564 PAGE 454

hereinafter called the grantor, to

James J. Ryan and wife, Caroline P. Ryan

OFFICIAL RECORDS

whose postoffice address is Box 68, Greeneville, Alabama
hereinafter called the grantees:

(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, releases, conveys and confirms unto the grantees, all that certain land situate in Okaloosa County, Florida, viz:

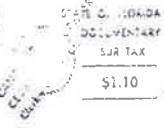
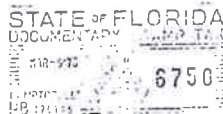
One certain parcel of land on the East side of Lot 6, Section 17, Township 2 South, Range 24 West, further described as follows: Beginning at the waters edge of Santa Rosa Sound in the SE 1/4 of the SE 1/4 of Section 17, Township 2 South, Range 24 West, and running North along the section line between Sections 16 and 17, a distance of 350 feet, more or less, to the center of the creek, thence running West a distance of 100 feet, thence running South a distance of 350 feet, more or less, to the waters edge, thence running East a distance of 100 feet to the point of beginning. All being in Lot No. 6, Section 17, Township 2 South, Range 24 West, Okaloosa County, Florida.

This property is being conveyed subject to that certain mortgage executed by H. Wayne Penry and wife, Mary Lynn Penry, to Mary Hord Goode, a widow, dated October 23, 1967, and recorded in Official Records Book 455 at Page 185 of the Public Records of Okaloosa County, Florida, in the present principal amount of \$14,575.09, which mortgage was assigned on July 29, 1969, to the First National Bank of Fort Walton Beach, Florida, and which assignment was recorded in Official Records Book 544 at Page 550 of the Public Records of Okaloosa County, Florida, which mortgage the Grantees herein by the acceptance of this Deed hereby expressly assume and agree to pay as part of the consideration for this transaction.

This property is conveyed subject to that certain private roadway, measuring 15 feet in width, and bordering on the northern most edge of the above described property and on the South side of the aforementioned creek.

This Instrument Was Prepared By
ERVIN F. FORTNE & ANCHORS
P. O. Drawer F, Fort Walton Beach, Florida

OKALOOSA
COUNTY



Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise 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, 1969.

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

Signed, sealed and delivered in our presence:

[Signature]
Witness
[Signature]
Witness

STATE OF Florida
COUNTY OF Okaloosa

[Signature]
H. Wayne Penry
[Signature]
Mary Lynn Penry
Mary Lynn Penry
SPACE BELOW FOR RECORDERS USE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

H. Wayne Penry and wife, Mary Lynn Penry

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of March A. D. 19 70

[Signature]
NOTARY PUBLIC
My commission expires 19__

70 MAR 5 11 49 13

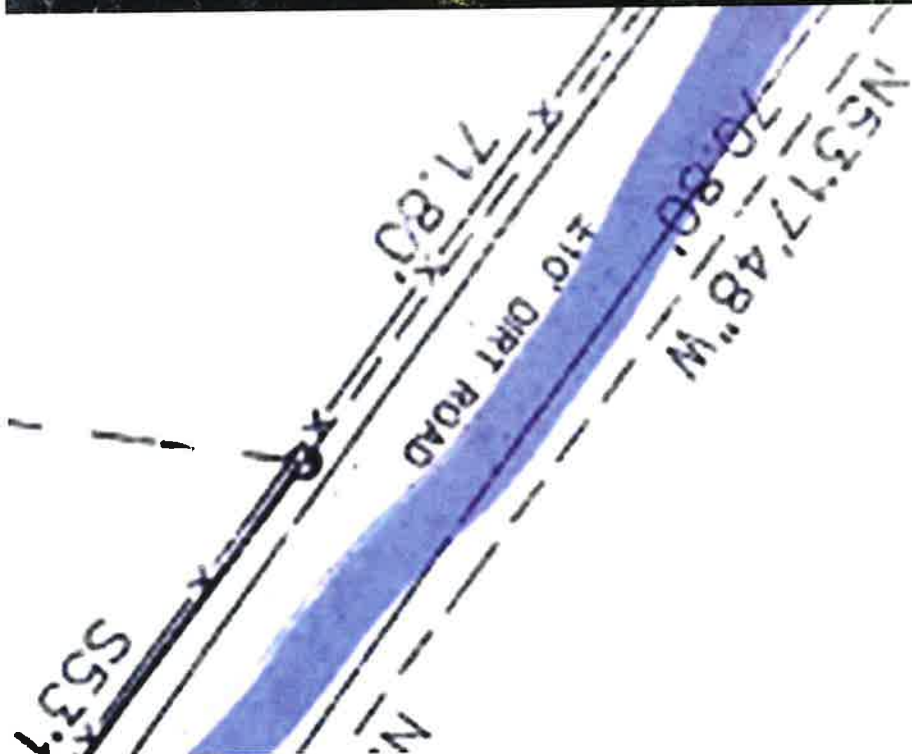
324511

MIXED MATERIAL

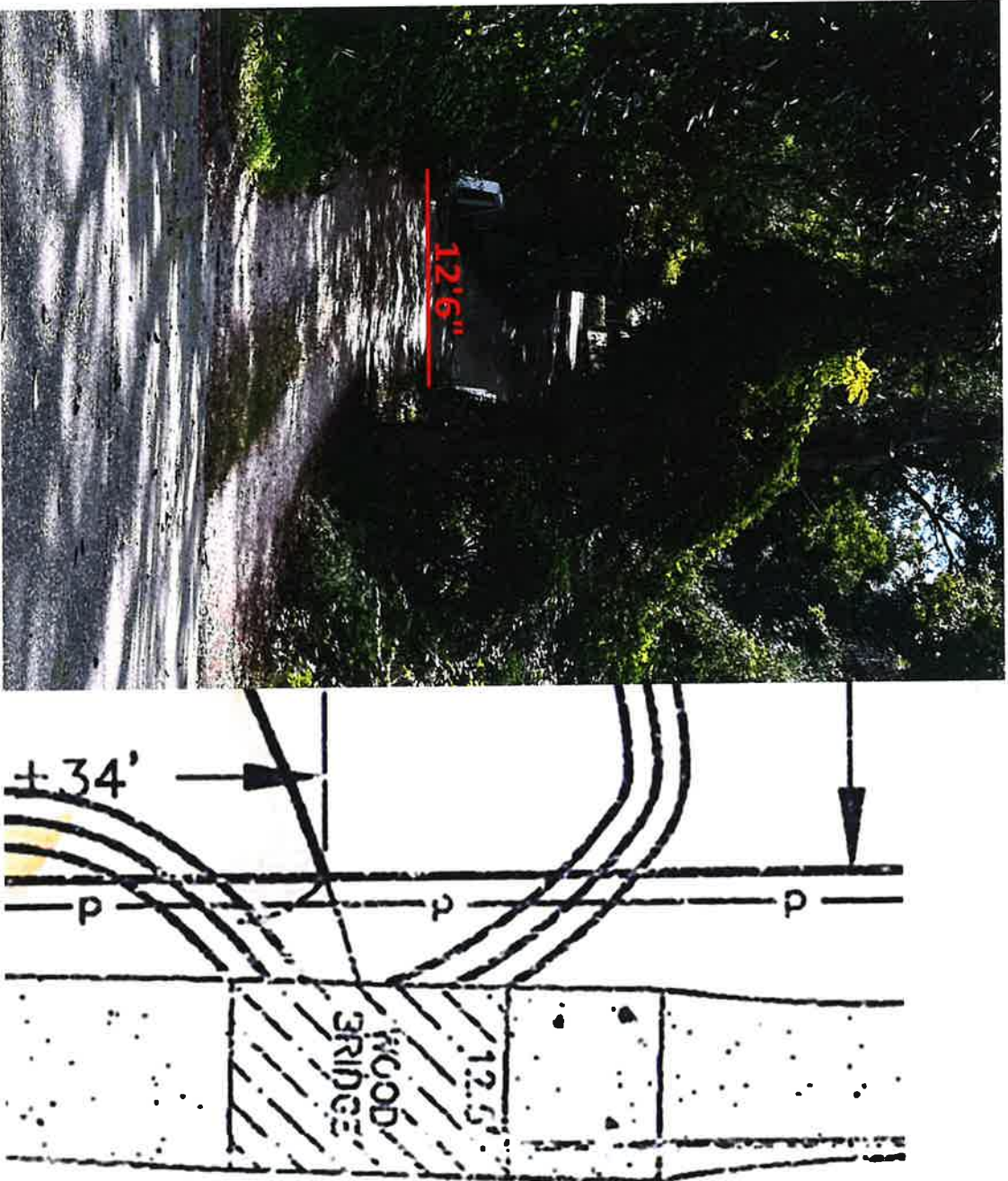
Barrette Outdoor Living's MIXED MATERIAL fence — with a variety of inset board options — provides a modern take on classic privacy styles.



161 W MSP access = < 10' with several sharp curves and large trees



4 Windy Lane access = 12'6" straight with no curves or tree obstructions



AGENDA ITEM

Agenda Item 11.2.

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Reed, Community Development Director

DATE: April 7, 2025

SUBJECT: Resolution 25-04, Lot Split Application and Review Fees

BACKGROUND:

The City's Comprehensive Fee, Fine and Revenue Schedule establishes revenue guidelines and a fee and fine schedule which includes Review and Processing fees for Planning and Zoning applications. The City is adopting a Lot Split Ordinance that will allow property owners to divide their land into two separate parcels, including the parent parcel. Fees to allow for Lot Splits are appropriate to recover the cost of services provided.

DISCUSSION:

Staff is recommending a total cost of three hundred and fifty (350) dollars. The proposed fees for the Lot Split Application and Review are comparable to those of surrounding municipalities and fall well within the average cost for Lot Splits in Okaloosa County. The fees will cover administrative costs, staff time, and attorney review.

Lot Split Fees of nearby Municipalities and County:

- Okaloosa County: \$115
- Crestview: \$125
- Destin: \$1000
- Niceville: \$225
- Fort Walton Beach: \$450

FINANCIAL IMPACT:

There are no anticipated financial impacts with this proposed resolution.

RECOMMENDATION:

Motion to approve Resolution 25-04.

ATTACHMENT(S):

1. Resolution 25-04

RESOLUTION 25-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA PROVIDING FOR AUTHORITY; AMENDING THE COMPREHENSIVE FEE, FINE, AND REVENUE SCHEDULE; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Comprehensive Fee, Fine and Revenue Schedule establishes revenue guidelines and a fee and fine schedule which includes Review and Processing fees for Planning and Zoning applications; and

WHEREAS, the City is adopting a Lot Split Ordinance that will allow property owners to divide their land into two separate parcels, including the parent parcel; and

WHEREAS, the City finds that charges to allow for Lot Splits are appropriate to recover the cost of services provided; and

WHEREAS, the City Council has determined that the City can benefit by revising the Comprehensive Revenue, Fee and Fine Schedules fees to remain current with the Statutes, City policy, and the cost of doing business; and

WHEREAS, the City finds that fees and fines adopted by resolution may be more efficiently and effectively administered.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mary Esther, Florida, that:

Section I: Authority. Authority for enactment of this Resolution is Section 166.021, *Florida Statutes*.

Section 2: Lot Split Charges

The City of Mary Esther hereby amends the Review and Processing Fees under the City Council/LPA Review for Lot Split applications as set forth in **Exhibit A**.

Section 3. Repealer Clause. All sections or parts of sections of any City of Mary Esther's Resolutions or parts of Resolutions, and any City of Mary Esther's Policies or parts of Policies, which are in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Effective Date. All fees as provided for in this resolution shall take effect upon approval by the City Council and signature of the Mayor.

So Done this _____ day of _____, 2025.

Time Adopted: _____

By: _____

Chris Stein, Mayor

City of Mary Esther, Florida

ATTEST:

Dillon Morris

City Clerk

EXHIBIT A

ADMINISTRATIVE CHARGES FOR SERVICES

The following fees are the Lot Split charges:

Lot Split Application and Review Fee.....\$350

AGENDA ITEM

Agenda Item 11.3.

TO: Honorable Mayor and Members of the City Council

FROM: Heather Day, Finance Director

DATE: April 7, 2025

SUBJECT: Financial Auditing Services Contract

BACKGROUND:

The City's contract with Warren Averett for financial auditing services expired following the 2024 audit. Warren Averett has been the City of Mary Esther's auditing service provider for the past 15 years. Over the years, staffing changes have occurred both at Warren Averett and within the City, but the firm has maintained a strong commitment to ensuring quality and thorough audits. As the current contract has expired, the City is now reviewing options for future auditing services.

DISCUSSION:

Warren Averett has submitted the attached proposal for services, which outlines pricing and services for a three-year renewal term. The Council may choose to accept the attached engagement letter, modify the terms outlined in the letter, or initiate a Request for Proposal (RFP) process to select a new auditor.

If the Council opts to proceed with the RFP process, it must first establish an audit committee. The audit committee will oversee the RFP process, review proposals, and recommend the most qualified firm to the Council. The audit committee must consist of at least three members, one of whom must be a City Council member. City staff are not allowed to serve on the audit committee but may assist in an advisory role during the selection process.

Should the Council choose to move forward with the RFP process, it is crucial that this process begins promptly. Any new auditor, if not Warren Averett, will need ample time before the year-end to become familiar with the City's programs, funds, and accounting software.

FINANCIAL IMPACT:

The total financial statement audit fees for FY25 through FY27 are \$42,500, \$44,525, and \$46,550, respectively. Additional fees may apply for single audits, if necessary.

RECOMMENDATION:

Staff recommend accepting the attached engagement letter from Warren Averett to renew the contract for an additional three years. This recommendation is based on the successful, ongoing relationship with Warren Averett over the past 15 years and their extensive knowledge of the

City's financial operations, funds, departmental processes, contract agreements, and accounting software. This familiarity ensures an efficient audit with minimal disruption.

Continuity with the same firm helps maintain consistency and avoids the need for onboarding or familiarization with the City's complex systems. Additionally, the long-term relationship fosters trust and collaboration, essential for identifying improvements and ensuring accurate representation of the City's financial health. Warren Averett has consistently demonstrated its ability to adapt to the City's needs while delivering high-quality service.

ATTACHMENT(S):

1. City of Mary Esther - Audit Engagement Letter FY25



**CITY OF MARY ESTHER, FLORIDA
TERMS OF ENGAGEMENT
MARCH 20, 2025**

Warren Averett, LLC is pleased to confirm our understanding of the services we are to provide for the City of Mary Esther, Florida (the "City") and any of its affiliated entities. This agreement confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Services Provided

We will audit the financial statements of the governmental activities, the business-type activities, and each major fund, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited

- 1) Management's discussion and analysis
- 2) Budgetary comparison information for the General Fund and major special revenue funds
- 3) Schedule of changes in total OPEB liability and related ratios

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards and/or state financial assistance (as applicable)

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

- 1) Introductory section
- 2) Statistical section

Terms of Engagement is a standard firm document signed by the firm and all Clients of the firm that ensures both the firm and the City have a clear understanding of the services to be provided and the terms and objectives of the engagement.

Chapter 10.550 Compliance Examination

We will also examine the City's compliance with the requirements of Chapter 10.550, *Rules of the Florida Auditor General*. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include tests of your records and other procedures we consider necessary to enable us to express an opinion as to whether the City complied, in all material respects, with the requirements of Chapter 10.550, *Rules of the Florida Auditor General*. If, for any reason, we are unable to complete the examination, we will not issue a report as a result of this engagement.

The objectives of our audits are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and projects and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance that could have a direct and material effect on each major program or state project in accordance with the Single Audit Act Amendments of 1996; Title 2 U.S. *Code of Federal Regulations (CFR)* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"); and Section 215.97, Florida Statutes (the "Florida Single Audit Act").

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and Chapter 10.550, *Rules of the Florida Auditor General*, and will include tests of accounting records, a determination of major program(s) and project(s) in accordance with Uniform Guidance and the Florida Single Audit Act, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Terms of Engagement is a standard firm document signed by the firm and all Clients of the firm that ensures both the firm and the City have a clear understanding of the services to be provided and the terms and objectives of the engagement.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the Florida Single Audit Act, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program or state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance or the Florida Single Audit Act.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and the Florida Single Audit Act.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the Florida Single Audit Act require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance applicable to major programs or projects. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the Florida Department of Financial Services' *State Projects Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs or projects. For federal programs and state projects that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs or projects in our report on compliance issued pursuant to the Uniform Guidance and the Florida Single Audit Act.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards and state financial assistance, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and the Florida Single Audit Act; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards and state financial assistance (when applicable); federal award programs and state projects (when applicable); compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance and the Florida Single Audit Act, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and the Florida Single Audit Act. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and the Florida Single Audit Act; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and the Florida Single Audit Act; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or

interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance (when applicable).

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and state financial assistance (when applicable), and the related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards.

The other services are limited to the services previously defined, including those shown in Exhibit 1. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards and state financial assistance (when applicable), and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards and state financial assistance (when applicable), and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing. We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings (when applicable). It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Warren Averett, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Warren Averett LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies

Tammy S. McGaughy, CPA/ABV, CFF, CFE is the engagement member and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

At the City's request, this contract may be extended for one-year renewal periods after 2027. Audit fees for subsequent fiscal years will be negotiated at renewal. Per the City's request, this contract may also be terminated at any time.

Government Auditing Standards require us to provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our most recent peer review report accompanies this letter.

Fees

Our fees for these services are shown in **Exhibit 1** (attached) plus any out-of-pocket costs. The fees for services may include a premium for service resulting from other factors deemed relevant, including, but not necessarily limited to, the difficulty of the issues and the time limitations imposed. Other requested services will generally be billed at our standard rates in effect at the time the services are performed. Our fees do not include any services we provide outside the scope of the financial statement audit engagement other than those expressly shown in **Exhibit 1**. Any additional nonaudit services will be billed at our standard hourly rates plus out-of-pocket costs. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly.

Billing

Invoices are due upon receipt. In the event that payment is not received within 30 days of the due date, the City will be assessed interest charges of one percent per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment. In the event that our work is suspended or terminated as a result of nonpayment, the City agrees that we will not be responsible for the City's failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against the City resulting from the City's failure to meet such deadlines.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Mayor and City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will issue written reports upon completion of our Single Audit(s), when applicable. Our reports will be addressed to the Mayor and City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The Uniform Guidance and Florida Single Audit Act report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and the Florida Single Audit Act. Both reports will state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Detection

This engagement will not include any procedures designed to detect theft or illegal acts that are immaterial to the financial statements and the City agrees that we will have no responsibility to do so.

Employment

In the event you desire to employ a current employee of Warren Averett, LLC or a previous employee of Warren Averett, LLC whose termination date is within 6 months of the date services were provided to you by us, you agree to consult with us concerning such employment. In addition, if you employ such employee, you agree Warren Averett, LLC has the option to receive a reasonable placement fee from you, in an amount determined by us not exceeding 25% of employee's annual compensation at the time of termination.

Terms of Engagement is a standard firm document signed by the firm and all Clients of the firm that ensures both the firm and the City have a clear understanding of the services to be provided and the terms and objectives of the engagement.

Legal Fees

In addition to the fees for services described in this agreement, the City agrees to pay legal fees incurred in connection with any suit to recover fees due from you on this engagement or to enforce the terms of this Agreement, and legal fees incurred by Warren Averett, LLC in responding to any third-party request for production and/or subpoenas and/or depositions or other testimony related to your records and our work done for you in connection with an engagement thereon.

Limitations of Liability

Warren Averett, LLC's maximum liability to the City for any reason shall be limited to the fees paid by the City for the services or work product giving rise to the liability except and to the extent finally determined to have resulted from our willful misconduct. Without limiting the foregoing, Warren Averett, LLC's liability under this agreement is limited to the actual and direct damages incurred by the City arising out of or related to Warren Averett, LLC's performance hereunder. In no event shall Warren Averett, LLC be liable for any incidental, consequential, special, indirect, punitive or third-party damages or claims, including, without limitation, lost profits or revenue, lost savings, lost productivity, loss of data, loss of use of equipment and loss from interruption of business, regardless of whether the form of action is based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory even if Warren Averett, LLC has been advised about the possibility of such damages. Warren Averett, LLC's members, principals and employees shall have no liability or obligations arising out of this engagement letter. The City agrees that should the City bring any claim or other legal proceeding of any nature arising from the services provided pursuant to this engagement letter, such claim or legal proceeding shall only be pursued against Warren Averett, LLC.

Indemnity

The City agrees to release, defend, indemnify and hold Warren Averett, LLC and its members, managers, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns of each of them harmless from any and all claims which arise from knowing misrepresentations to Warren Averett, LLC by the City, including its management, board of directors, employees and other duly authorized representatives, or intentional withholding or concealment of information from Warren Averett, LLC by the City.

Dispute Resolution

By signing this agreement, you agree that any controversies, issues, disputes or claims ("Disputes") arising out of or relating to this Agreement, or any services provided by Warren Averett, LLC, shall be RESOLVED EXCLUSIVELY BY BINDING ARBITRATION administered by the American Arbitration Association (the "AAA") in accordance with the Commercial Arbitration Rules of the AAA then in effect; provided, that, by written notice delivered to you prior to or after the initiation of any arbitration claim, Warren Averett, LLC as the defendant in a Dispute may elect (a) that the Dispute shall be resolved pursuant to litigation in an Agreed Court (as defined below) and/or (b) submitted to nonbinding mediation prior to the commencement or continuation of an arbitration claim or lawsuit. If any Dispute is not arbitrated for any reason, (i) any litigation, proceedings or other legal actions related to a Dispute shall be instituted in the courts in the state of the service provider, or if it has jurisdiction, a Federal court in Birmingham, Alabama (the "Agreed Courts") and (ii) the parties, for themselves and their successors and assigns, hereby WAIVE TRIAL BY JURY OF ANY DISPUTE. Each party to this Agreement irrevocably submits to the exclusive jurisdiction of the Agreed Courts in connection with any such litigation, action or proceeding. Each party to this Agreement irrevocably waives, to the fullest extent permitted by applicable law, any defense or objection it may now or hereafter have to the laying of venue of any proceeding brought in the Agreed Courts, and any claim that any proceeding brought in any such court has been brought in an inconvenient forum. The parties acknowledge that (x) they have read and understood the provisions of this agreement regarding arbitration and (y) performance of this agreement will be in interstate commerce as that term is used in the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the parties contemplate substantial interstate activity in the performance of this Agreement including, without limitation, interstate travel, the use of interstate phone lines, the use of the U. S. mail services and other interstate courier services.

Terms of Engagement is a standard firm document signed by the firm and all Clients of the firm that ensures both the firm and the City have a clear understanding of the services to be provided and the terms and objectives of the engagement.

Conditions Precedent

The City agrees that Warren Averett, LLC shall have no liability under this Agreement or arising under this engagement unless written notice of Warren Averett, LLC's alleged liability shall have been given by the City to Warren Averett, LLC within one (1) year following the later of (i) the date the City is informed of the engagement's termination or, (ii) the last date services were provided to the City. If the matter cannot be resolved amongst Warren Averett, LLC and the City within thirty (30) days of the date of such written notice (or such longer period as the parties may agree to in writing), the parties shall participate in non-binding mediation before any litigation or other dispute resolution proceeding is commenced (unless the parties jointly agree in writing to waive this requirement).

Invalidation

In the event that any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this agreement.

Disclosure

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account including service providers located outside of the United States. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. Furthermore, we will remain responsible for the work provided by any such third-party service providers. By signing this letter, you consent to allow us to disclose your tax return information, if applicable, or other information to our service providers located abroad. If you want to limit the amount of information that may be disclosed to any third-party service provider, please notify us in writing as an attachment to this letter.

Warren Averett Connect

Warren Averett Connect is a tool for the sharing of information between the City and Warren Averett. Warren Averett Connect is not designed to store City information and documents. The City is responsible for maintaining backup to all City data provided to and by Warren Averett.

Term

This agreement shall survive the termination of the City's engagement of Warren Averett, LLC.

Amendment

The terms and conditions of this agreement (i) apply exclusively to the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services") and do not apply to any other services specifically addressed in a separate Terms of Engagement entered into between Warren Averett, LLC and the City. This agreement replaces and amends all previous Terms of Engagement entered into between Warren Averett, LLC and the City for the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services"). This agreement does not impose upon Warren Averett, LLC any additional obligations or responsibilities with respect to any other Terms of Engagement entered into between Warren Averett, LLC and the City.

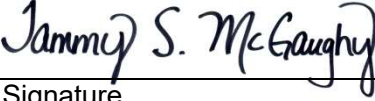
Joint Preparation

The parties to this Agreement represent and acknowledge that they have had an opportunity to obtain legal, financial, or other representation to assist them in drafting, negotiation, and execution of this Agreement, and that they have availed themselves of this opportunity to the extent they desired. The parties further represent and acknowledge that they jointly participated in the negotiation and drafting of this Agreement, and that any ambiguity herein shall not be construed for or against any party under the doctrine of *contra preferendum* or any other theory. The parties agree that neither party shall claim that an advantage was obtained by either party due to representation or drafting.

Terms of Engagement is a standard firm document signed by the firm and all Clients of the firm that ensures both the firm and the City have a clear understanding of the services to be provided and the terms and objectives of the engagement.

We appreciate the opportunity to be of service to you and believe this agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you are in agreement with the terms of our engagement as described in this agreement, please sign a copy and return it to us.

WARREN AVERETT, LLC

	Member
Signature	Title

March 20, 2025

Date

RESPONSE: This letter correctly sets forth the understanding of the City.

Management Signature

Title

Date

Terms of Engagement is a standard firm document signed by the firm and all Clients of the firm that ensures both the firm and the City have a clear understanding of the services to be provided and the terms and objectives of the engagement.



Report on the Firm's System of Quality Control

January 4, 2023

To The Owners of Warren Averett, LLC and the National Peer Review Committee of the AICPA.

We have reviewed the system of quality control for the accounting and auditing practice of Warren Averett, LLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended July 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of an employee benefit plans; an audit performed under FDICIA; and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Warren Averett, LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended July 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Warren Averett, LLC has received a peer review rating of *pass*.

Henderson Hutcherson
& McCullough, PLLC

1200 Market Street, Chattanooga, TN 37402 | T 423.756.7771 | F 423.265.8125

AN INDEPENDENT MEMBER OF THE BDO ALLIANCE USA

EXHIBIT 1

City of Mary Esther Audit Fee Proposal - FY2025 - FY2027

	FY2025	FY2026	FY2027
Financial Statement Audit	\$ 41,000.00	\$ 43,000.00	\$ 45,000.00
Nonattest Services ¹	\$ 1,500.00	\$ 1,525.00	\$ 1,550.00
Total - Financial Statement Audit	<u>\$ 42,500.00</u>	<u>\$ 44,525.00</u>	<u>\$ 46,550.00</u>
Single Audit Fees (when applicable)			
Single Audit - Base Fee ²	<u>\$ 7,000.00</u>	<u>\$ 7,500.00</u>	<u>\$ 8,000.00</u>
Total - Audit Fees with Single Audit	<u>\$ 49,500.00</u>	<u>\$ 52,025.00</u>	<u>\$ 54,550.00</u>
Single Audit - Each Additional Major Program ³	\$ 4,000.00	\$ 4,250.00	\$ 4,500.00
¹ Amortization software hosting for leases/SBITA's (Trullion) and OPEB adjusting entries			
² For the first major program/project only			
³ Fee for each additional major program/project			

AGENDA ITEM

Agenda Item 11.4.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey, Public Works Director

DATE: April 7, 2025

SUBJECT: Mary Esther Boulevard Landscaping Grant Application and Design Task Order

BACKGROUND:

The City of Mary Esther has an existing agreement with the State of Florida Department of Transportation (FDOT) for the maintenance of the medians on Mary Esther Boulevard. However, much of the landscaping in these medians has aged out and has been removed or damaged due to recent road work, including repaving and the addition of new turn lanes. This roadwork also necessitated the removal of most of the surface irrigation, which had been inactive for over a year. FDOT has a Highway Beautification Grant that pays for 50% of the landscaping through a JPA or Joint Participation Agreement and believes they can fund us by June and make a grant amendment to fund, if needed, any remaining funds needed after October 2025 once we have the project bids completed.

DISCUSSION:

Recently, FDOT has indicated that funds are available for allocation before June 2025, specifically for our project. Considering the new city hall remodel along Mary Esther Boulevard and the recent paving, staff believe this project should be prioritized, particularly given the availability of funding which would pay for 50% of the cost, not counting design. The cost estimate is \$700,000. Staff proposes that the City of Mary Esther apply for a Highway Beautification Project and Joint Participation Agreement with FDOT, which includes a grant that covers 50% of project costs, excluding design expenses. To facilitate this process, staff hired Kimley-Horn to assess the project, prepare the funding application, and submit a task order for full design and management. The task order from Kimley-Horn is a lump sum of \$49,100 and includes:

- Project Administration
- Data Collection
- Landscape Construction Documents
- Irrigation Construction Documents
- Limited Bid Phase Assistance
- Limited Construction Phase

More information on these services is attached. The agreement would require Mary Esther to

provide the ongoing maintenance of the medians after the first year of establishment. The contractor that installs the plants would be required to maintain the plants for the first year to make sure everything survives. Kimley-Horn, as part of their task, would develop a maintenance plan for our staff to continue maintenance after the first year.

This was not funded this year and would require a future budget amendment allocating funds from Elliot, N. Bryn Mawr, and Oak Tree Playground to this project. Staff recommend that these projects should be placed on hold at this time due to the Parks and Greenways Master Plan, which will not be completed until later this summer and could change the priorities.

FINANCIAL IMPACT:

The proposed task order of \$49,100 and match of \$350,000 would require a budget amendment later this fiscal year. The work could start as soon as August or September.

RECOMMENDATION:

Two separate motions are recommended:

1. Motion to approve the submission of a grant application to FDOT in the amount of \$350,000 for the landscaping of the medians on Mary Esther Boulevard.
2. Motion to approve the attached Task Order with Kimley-Horn for the design and project management of the landscaping project on Mary Esther Boulevard.

ATTACHMENT(S):

1. 032425_Mary Esther Landscape Medians Proposal Kimley-Horn



March 24, 2025

Mr. Shawn Lindsey
Public Works Director
City of Mary Esther
195 Christobal Rd
Mary Esther, FL 32569

**Re: Professional Services Agreement for Landscape Design of Mary Esther Boulevard
City of Mary Esther, FL**

Dear Mr. Lindsey:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to City of Mary Esther ("Client") for providing landscape design for the median of Mary Esther Boulevard ("Project").

Project Understanding

The City desires to implement a landscape beautification project along Mary Esther Boulevard between Highway 98 and Page Bacon Road. The below aerial illustrates the limits of the desired landscape plans. The City has requested landscaping that is native, aesthetically pleasing, and low maintenance. It is understood that the project is being funded through the Joint Participation Agreement (JPA) process through Florida Department of Transportation (FDOT) and that FDOT submittal processes and design criteria will need to be followed. Plans will be prepared in accordance with the current FDOT Design Manual (FDM).

Scope of Services

Kimley-Horn will provide the services specifically set forth below:

TASK 1 – PROJECT ADMINISTRATION AND MEETINGS

Kimley-Horn will provide a Project Manager and staff to administer the professional services described in this Scope of Services below.

A. PROJECT ADMINISTRATION AND MANAGEMENT

Project administration and management will consist of coordinating with the Client, scheduling, project work planning, progress reporting, invoicing, and administering quality assurance.

B. PROJECT MEETINGS

Kimley-Horn will prepare for and attend the following meetings:

1. Kickoff Meeting: Kimley-Horn will meet with City personnel to review project objectives and schedule.
2. FDOT Coordination Meetings: Kimley-Horn will attend up to two (2) meetings with FDOT staff to discuss project / JPA requirements.

3. In-Person Progress / Field Review Meetings: Attendance of up to three (3) in-person project review meetings or field review meetings, including preparation of meeting agendas, coordination with attendees, review of schedule and preparation of meeting summaries.
4. Virtual Progress Meetings: Attendance of up to five (5) periodic project meetings, including preparation of meeting agendas, coordination with attendees, review of schedule and preparation of meeting summaries.

TASK 2 – DATA COLLECTION / COORDINATION

Kimley-Horn will collect available data and review information for use in design and development of project deliverables. Services for this task will include:

A. DATA COLLECTION

1. Collection and review of roadway as-builts made available by Mary Esther or FDOT for use as base information for the development of landscape design. Files will be reviewed and prepared for use in development of design plans.
2. Collection and review of pending FDOT permits and their associated design plans made available by FDOT for use in coordination with development of landscape design. Files will be reviewed and prepared for use in development of design plans.
3. Collection and review of utility as-builts / GIS data made available by Mary Esther for use as base information for the development of landscape design. Files will be reviewed and prepared for use in development of design plans.

B. SITE ANALYSIS / FIELD OBSERVATION

1. Performing a field review of the project limits to observe existing above ground conditions, contextual influences, and general characteristics of the project limits that may impact landscape design.
2. Establishing photo documentation of existing conditions for reference throughout project.
3. Creating an opportunities and constraints map based on data collection, field observation, corridor context, and application of design / safety criteria to identify landscape opportunities.

C. UTILITY COORDINATION

1. Submitting a design ticket through Sunshine 811 to obtain existing utility provider information within the project corridor for use in the project base files.
2. Coordination with identified utility providers to facilitate review of landscape plans for applicable utility review. Kimley-Horn will collect information provided by the utility owners and incorporate into landscape plans. All clear letters from utility owners confirming the project will not have any impact to the existing utilities and will be coordinated as part of this process. Obtained utility letters will be provided to FDOT for documentation as required.

D. OUTDOOR ADVERTISING SIGN COORDINATION

1. Identifying all permitted outdoor advertising signs located within 1,000 feet of the proposed improvements through FDOT's outdoor advertising database.
2. Preparation of notification letters to permitted outdoor advertising owners within 1,000 feet of the proposed improvements as required by FDOT and Florida statutes. Kimley-Horn will coordinate with outdoor advertising owners on applicable view zone modifications requested by the ODA owners. View zones for all outdoor advertising signs including any modified view zones will be documented in the developed landscape plans.

TASK 2 DELIVERABLES:

Deliverables completed as part of this task shall be delivered electronically to the Client and shall consist of the following:

- Opportunities and Constraints Map identifying landscape opportunities in .pdf format
- "All Clear" utility letters from Utilities Owners for submission to FDOT in .pdf format

TASK 3 – LANDSCAPE CONSTRUCTION DOCUMENTS

Kimley-Horn will refine the conceptual design performed under separate scope of services. This task will consist of phased submittal reviews to the Client and FDOT. Services to be provided under this task shall consist of landscape and maintenance of traffic design. As part of this task, Kimley-Horn will:

1. Prepare landscape construction documents meeting the requirements of applicable FDOT landscape design standards and based on Client input, as well as the landscape construction budget. The landscape plans will consist of a detailed layout of proposed plantings with a plant list identifying species, quantities, sizes, locations, spacing, installation details and specifications on the plans for implementation.
2. Prepare a Temporary Traffic Control Plan (TTCP) as outlined in the Florida Design Manual (FDM), FDOT Standard Indexes and the MUTCD (2009). Lane closure calculations will be prepared from 24-hour counts provided by the Department.
3. Submit the landscape and TTCP documents to the Client and FDOT for review. Revisions based on submittal reviews will be incorporated into the subsequent stage of design following review. Kimley-Horn will respond to FDOT comments through the departments Electronic Review Comment (ERC) system. Plans will be submitted at the following plan stages:
 - 60% Plans
 - 90% Plans
 - 100% Plans

TASK 3 DELIVERABLES:

- 60% Landscape Plans (11"x17") in .pdf format prepared in accordance with FDOT Design Manual.
- 90% Landscape Plans (11"x17") in .pdf format prepared in accordance with FDOT Design Manual.
- 100% Landscape Plans (11"x17") in .pdf format prepared in accordance with FDOT Design Manual.
- Updated Engineers Estimate at 60%, 90%, and 100% submittals in .PDF format

TASK 4 – IRRIGATION CONSTRUCTION DOCUMENTS

The irrigation plans will illustrate point of connection, meter, and backflow preventer (coordinated with the engineer's utility plan) areas for drip or spray, rain sensor and Controller locations. The Client is to specify preferred irrigation equipment type (Hunter, or Rainbird). The Design Intent Irrigation Plans will accompany the Landscape Plans starting with 90%. We anticipate these documents will consist of the following items:

- Design Intent Irrigation Plans will be prepared as described in the above Tasks.
- Irrigation Details and Irrigation Notes

Design Intent Irrigation Plans will be submitted concurrently with the landscape documents as outlined in those tasks and will be revised up to two (2) times per Client or Agency comments.

This task does not include revisions to the Irrigation Plans necessitated by material site plan changes directed by the Client, the Developer or their representatives. Subsequent modifications resulting from material site plan changes directed by the Client, the Developer, or their representatives will be billed to the Client on an hourly rate.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

1. Providing fully piped, designed and sized irrigation plans.
2. Providing services for program items beyond those identified above.
3. Providing more trips, meetings or services than specified.
4. Attending recurring coordination meetings.

TASK 4 DELIVERABLES:

- Deliverables will align with TASK 4 deliverables not including 60%.

TASK 5 – LIMITED BID PHASE ASSISTANCE

Kimley-Horn will assist the City with supplemental bid information to be included in bid package prepared by Mary Esther procurement. Supplemental information may include a bid form, bid tabulation form, and landscape specifications. The City shall be responsible for bidding and contractor selection per coordination with FDOT consistent with JPA requirements.

Kimley-Horn will respond to reasonable requests for additional information (RAI's) from contractors, provide plan clarifications, plan amendments and coordination during the bidding process. This task is anticipated to require approximately 12 hours of effort.

TASK 5 DELIVERABLES:

- Bid form, bid tabulation, and landscape specifications in .pdf format.

TASK 6 – LIMITED CONSTRUCTION PHASE SERVICES

It is understood that the City of Mary Esther will obtain the services of a Construction Engineering and Inspection (CEI) Consultant to oversee landscape construction as required by the JPA. Kimley-Horn will provide limited construction phase services specifically stated below:

Pre-Construction Conference. Consultant will attend a Pre-Construction Conference for the project before the start of construction.

Site Visits and Construction Observation. Consultant will make visits during construction to observe the progress of the work. Observations will be made to verify work is generally constructed in conformance with the construction documents. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work. This task assumes a total of two (2) site visits.

Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

Clarifications and Interpretations. Consultant will respond to Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.

Shop Drawings and Submittals. Consultant will review Shop Drawings and Submittals and other data which Contractor is required to submit. Such review and any action taken in response will not extend to means,

methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

Substitutes and "or-equal/equivalent." Consultant will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.

Substantial Completion. Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.

As-Built Drawings. Consultant will review contractor prepared as-built drawings showing significant changes. As-builts shall be provided to the Consultant prior to the final site visit. A separate site visit to review as-builts is not included.

Additional Services

Any services not specifically provided for in the in the above scope will be considered additional services and can be performed at our then current hourly rates with the prior written consent of the Client. Additional services we can provide include, but are not limited to, the following:

1. Any service not specifically provided for in the above Scope of Services.
2. Illustrative renderings or 3D graphics.
3. Surveying or environmental services.
4. Irrigation design services.
5. Soil sampling or soil analysis.
6. FAA coordination or filing of FAA notices.
7. Permitting services including Mary Esther.
8. Attendance at meetings beyond those identified.
9. Construction Phase services beyond those identified above including additional meetings or site visits.
10. Plan review or permit application fees. All associated permit fees to be paid for directly by the City.

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide available information requested by Kimley-Horn during the project, including but not limited to the following:

1. Existing City and/or County utilities and as-built information within the project limits.
2. Copies of all available information pertinent to services for the project.
3. Relevant previous studies and public comments related to the site.

Fee and Expenses

Kimley-Horn will perform the services in TASKS 1 through 6 for the total lump sum labor fee below. In addition to the lump sum labor fee, direct reimbursable expenses such as telecommunications, in-house reproduction, postage, supplies, express delivery services, mileage, and other direct expenses will be billed at 1.15 times cost. All permitting, and application fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issue to and paid by the Client.

TASK	DESCRIPTION	LUMP SUM FEE
1	PROJECT ADMINISTRATION AND MEETINGS	\$ 8,700
2	DATA COLLECTION / COORDINATION	\$10,500
3	LANDSCAPE CONSTRUCTION DOCUMENTS	\$15,500
4	IRRIGATION CONSTRUCTION DOCUMENTS	\$ 3,500
5	LIMITED BID PHASE ASSISTANCE	\$2,400
6	LIMITED CONSTRUCTION PHASE SERVICES	\$8,500
	TOTAL LUMP SUM FEE	\$49,100

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within twenty-five (25) days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting the below schedule:

Task	Duration (weeks)	Deliverable Date
NTP	0	April 8, 2025
Data Collection	4	May 9, 2025
60% Plan Development	4	June 6, 2025
60% Plan Review (City)	2	June 20, 2025
90% Plan Development	3	July 11, 2025
90% Plan Review (City & FDOT)	3	August 1, 2025
100% Plan Development	2	August 15, 2025
100% Plan Review and Approval (City)	1	August 22, 2025
Bid Package Development	2	September 5, 2025
Bid Close & Review	1	September 26, 2025
Construction Contract Award (City Council Meeting)	0	October 6, 2025

Closure

In addition to the matters set forth herein, our letter agreement shall include and be subject to, and only to, the terms of our Contract No. RFQ No 2021-02 as amended, which are incorporated by reference.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

To proceed with the services, please have an authorized person sign this letter agreement below and return to us. We will commence services only after we have received a fully-executed letter agreement. Fees and times stated in this Work Order are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services. Please contact me if you have any questions. Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:



Printed Name: Erin Stewart, PE

Title: Associate

Agreed to this __ of ____, 2025.

CITY OF MARY ESTHER

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

AGENDA ITEM

Agenda Item 11.5.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey, Public Works Director

DATE: April 7, 2025

SUBJECT: Mary Esther Boulevard Landscaping Conceptual Design

BACKGROUND:

The following two concept plans for Mary Esther Boulevard will be presented by Kimley-Horn seeking input from City Council, so the City can make an application to FDOT for Highway Beautification plans and begin the final design.

DISCUSSION:

Staff have been working with the landscape architects with Kimley-Horn to find designs that the staff feels will set Mary Esther apart. The plans have to take into account maintenance issues, safety issues and FDOT guidelines concerning line of sight.

FINANCIAL IMPACT:

Concept 1 has an estimated probable cost of \$686,400, and Concept 2 has an estimated probable cost of \$681,200. They both include a 30% contingency, and we would be receiving 50% of the funding from FDOT.

RECOMMENDATION:

Motion to approve moving forward with the final design of Concept 1 - **OR** - Concept 2.

ATTACHMENT(S):

1. 2025.03.26_MaryEBlvd_OPC-CONCEPT 1
2. 2025.03.26_MaryEBlvd_OPC-CONCEPT 2
3. 2025.03.28_MaryE_Concept 1 Package
4. 2025.03.28_MaryE_Concept 2 Package

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
SITE WORK PAY ITEMS					
1	MOBILIZATION (10% of overall cost)	LS	1	\$ 30,200	\$ 30,200
2	SOIL TRACKING PREVENTION DEVICE	EA	1	\$ 4,250	\$ 4,250
3	INLET PROTECTION SYSTEM	EA	2	\$ 250	\$ 500
4	CLEARING & GRUBBING	AC	0.90	\$ 50,000	\$ 45,000
5	EARTHWORK / EXCAVATION	CY	2,223	\$ 14	\$ 31,122
6	IRRIGATION SYSTEM - MODIFY EXISTING SYSTEM	SF	40,000	\$ 1.25	\$ 50,000
SITE WORK SUBTOTAL					\$ 161,072
LANDSCAPE IMPROVEMENTS PAY ITEMS					
1	1 YEAR MAINTENANCE PERIOD	EA	12	\$ 500	\$ 6,000
2	CANOPY TREE - 4" CALIPER	EA	11	\$ 1,500	\$ 16,500
3	CANOPY TREE - 6" CALIPER FOR CLEAR SIGHT DISTANCE	EA	2	\$ 9,000	\$ 18,000
4	UNDERSTORY TREE	EA	15	\$ 600	\$ 9,000
5	PALM TREE	EA	9	\$ 600	\$ 5,400
6	3 GAL SHRUB	EA	134	\$ 45	\$ 6,030
7	3 GAL ORNAMENTAL GRASS	EA	234	\$ 24	\$ 5,616
8	1 GAL SHRUB	EA	350	\$ 12	\$ 4,200
9	DWARF AZALEA	EA	365	\$ 72	\$ 26,280
10	GROUNDCOVERS	SF	19,000	\$ 9	\$ 171,000
11	3" DEPTH PINE BARK MULCH	CY	371	\$ 26	\$ 9,646
12	18" AMENDED TOP SOIL	SF	40,000	\$ 2	\$ 80,000
13	SODDING - DISTURBED AREAS ON SITE	SF	9,000	\$ 1	\$ 9,000
SITE IMPROVEMENTS SUBTOTAL					\$ 366,672
				SUBTOTAL:	\$ 528,000
				CONTINGENCY (30%):	\$ 158,400
				TOTAL:	\$ 686,400

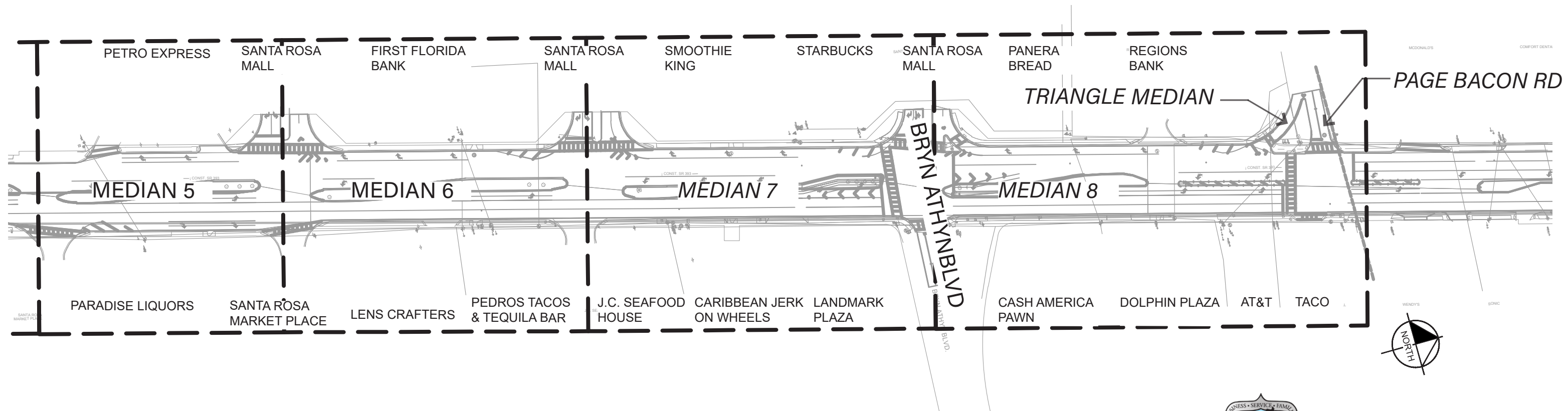
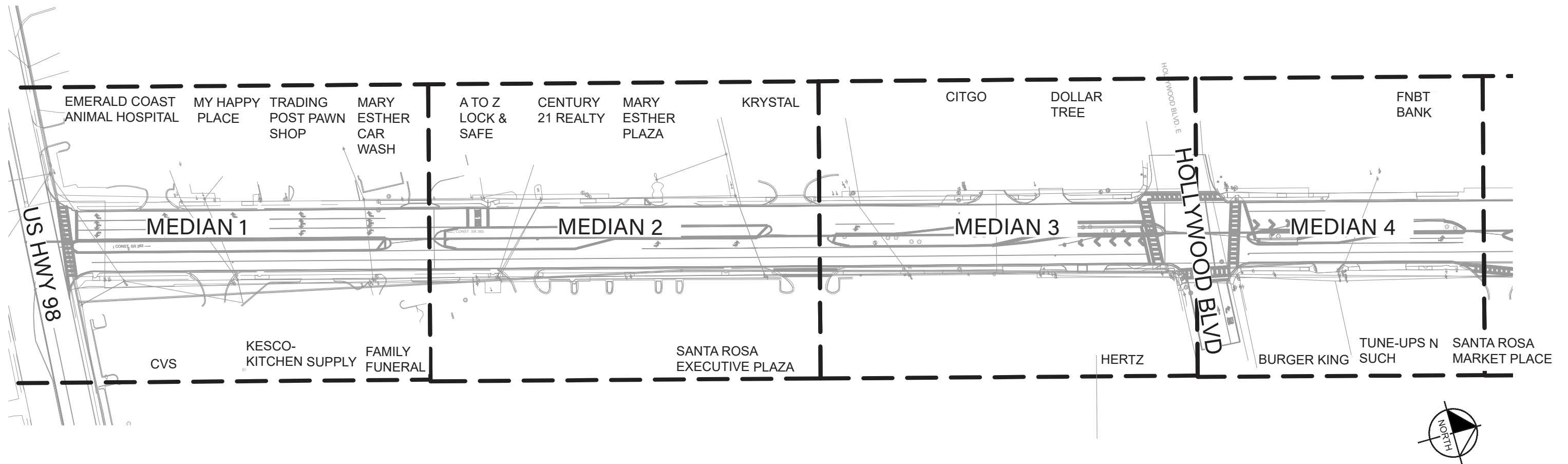
- NOTES:
- 1. Opinion of Probable Construction Cost is based on 100% Construction Documents dated March 2025.
 - 2. Opinion of probable construction cost does not include permit fees and permitting requirements are unknown at this time.
 - 3. Opinion of probable construction cost does not include pricing for undergrounding of overhead electric or franchise utilities.
 - 4. Opinion of probable construction cost does not include utility improvements and/or relocations (water, sewer, gas, franchise, etc.).

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

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
SITE WORK PAY ITEMS					
1	MOBILIZATION (10% of overall cost)	LS	1	\$ 30,200	\$ 30,200
2	SOIL TRACKING PREVENTION DEVICE	EA	1	\$ 4,250	\$ 4,250
3	INLET PROTECTION SYSTEM	EA	2	\$ 250	\$ 500
4	CLEARING & GRUBBING	AC	0.90	\$ 50,000	\$ 45,000
5	EARTHWORK / EXCAVATION	CY	2,223	\$ 14	\$ 31,122
6	IRRIGATION SYSTEM - MODIFY EXISTING SYSTEM	SF	40,000	\$ 1.25	\$ 50,000
SITE WORK SUBTOTAL					\$ 161,072
LANDSCAPE IMPROVEMENTS PAY ITEMS					
1	1 YEAR MAINTENANCE PERIOD	EA	12	\$ 500	\$ 6,000
2	CANOPY TREE - 4" CALIPER	EA	14	\$ 1,500	\$ 21,000
3	CANOPY TREE - 6" CALIPER FOR CLEAR SIGHT DISTANCE	EA	3	\$ 9,000	\$ 27,000
4	UNDERSTORY TREE	EA	9	\$ 600	\$ 5,400
5	3 GAL SHRUB	EA	134	\$ 45	\$ 6,030
6	3 GAL ORNAMENTAL GRASS	EA	234	\$ 24	\$ 5,616
7	1 GAL SHRUB	EA	350	\$ 12	\$ 4,200
8	DWARF AZALEA	EA	365	\$ 72	\$ 26,280
9	GROUNDCOVERS	SF	18,000	\$ 9	\$ 162,000
10	3" DEPTH PINE BARK MULCH	CY	371	\$ 26	\$ 9,646
11	18" AMENDED TOP SOIL	SF	40,000	\$ 2	\$ 80,000
12	SODDING - DISTURBED AREAS ON SITE	SF	9,000	\$ 1	\$ 9,000
SITE IMPROVEMENTS SUBTOTAL					\$ 362,172
SUBTOTAL:					\$ 524,000
CONTINGENCY (30%):					\$ 157,200
TOTAL:					\$ 681,200

- NOTES:
- 1. Opinion of Probable Construction Cost is based on 100% Construction Documents dated March 2025.
 - 2. Opinion of probable construction cost does not include permit fees and permitting requirements are unknown at this time.
 - 3. Opinion of probable construction cost does not include pricing for undergrounding of overhead electric or franchise utilities.
 - 4. Opinion of probable construction cost does not include utility improvements and/or relocations (water, sewer, gas, franchise, etc.).

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



MARY ESTHER MEDIANS CONCEPTUAL LANDSCAPE PLAN - KEY MAP



CONCEPT PLANT SCHEDULE



CANOPY TREE
SIZE: CANOPY TREE IN CLEAR SIGHT LINES = 6" CAL 20' MIN HT. 8' MIN CLEAR TRUNK - - NON SIGHT LINE CANOPY = 4" CAL 14'-16' HT.
HIGHRISE LIVE OAK
CATHEDRAL LIVE OAK
SHUMARD OAK
TULIP POPLAR
FLORIDA ELM



PALM TREE
SIZE: 10'-12' CT SLICKED AND TOP BOOTED
CABBAGE PALM



SHRUB
SIZE: 3 GAL HT: 30" MAX HT
COONTIE
DRIFT ROSES
SUNSHINE LIGUSTRUM



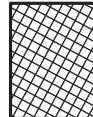
ORNAMENTAL GRASS
SIZE: 3 GAL HT: 30" MAX HT -
PINK MUHLY GRASS
DWARF FAKAHATCHEE GRASS



DWARF AZALEAS
SIZE: 3 GAL HT: 2' MAX HT
ENCORE 'AUTUMN RUBY' - RED BLOOM
ENCORE 'AUTUMN SUNBURST' - PINK BLOOM
ENCORE 'AUTUMN IVORY' WHITE BLOOM



DWARF SHRUBS
SIZE: 3 GAL HT: 2' MAX HT
LITTLE JOHN DWARF BOTTLEBRUSH
DWARF INDIAN HAWTHORN
DWARF YAUPON HOLLY
DWARF WALTERS VIBURNUM

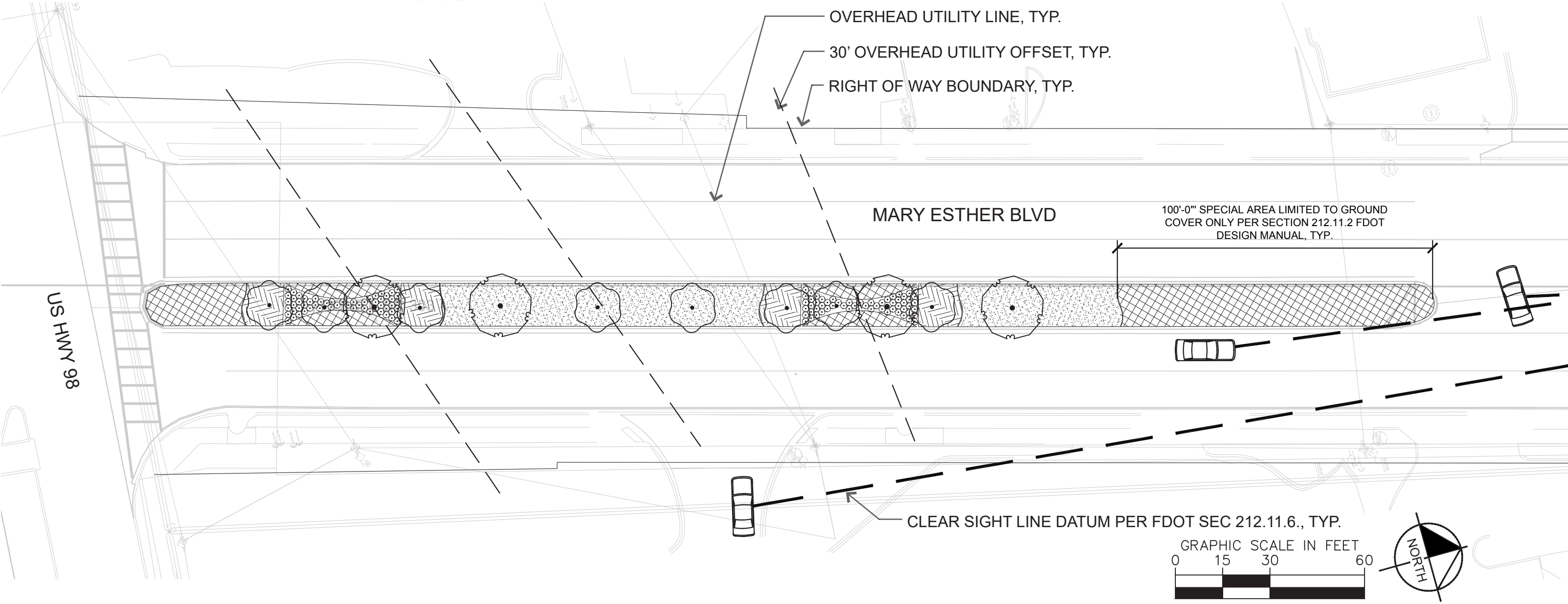


GROUND COVER
1-3 GAL 6"-12" HT. -
PERENNIAL PEANUT
LIRIOPE
VARIEGATED FLAX LILY
BLUE FLAG IRIS
SOCIETY GARLIC



SOD
BAHIA GRASS, ZOYSIA GRASS, CENTIPEDE GRASS

NOTES:
1. PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
2. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES < 11" DIA.



CONCEPT PLANT SCHEDULE



CANOPY TREE
SIZE: CANOPY TREE IN CLEAR SIGHT LINES = 6" CAL 20' MIN HT. 8' MIN CLEAR TRUNK - - NON SIGHT LINE CANOPY = 4" CAL 14'-16' HT.
HIGHRISE LIVE OAK
CATHEDRAL LIVE OAK
SHUMARD OAK
TULIP POPLAR
FLORIDA ELM



PALM TREE
SIZE: 10-12' CT SLICKED AND TOP BOOTED
CABBAGE PALM



SHRUB
SIZE: 3 GAL HT: 30" MAX HT
COONTIE
DRIFT ROSES
SUNSHINE LIGUSTRUM



ORNAMENTAL GRASS
SIZE: 3 GAL HT: 30" MAX HT -
PINK MUHLY GRASS
DWARF FAKAHATCHEE GRASS



DWARF AZALEAS
SIZE: 3 GAL HT: 2' MAX HT
ENCORE 'AUTUMN RUBY' - RED BLOOM
ENCORE 'AUTUMN SUNBURST' - PINK BLOOM
ENCORE 'AUTUMN IVORY' WHITE BLOOM



DWARF SHRUBS
SIZE: 3 GAL HT: 2' MAX HT
LITTLE JOHN DWARF BOTTLEBRUSH
DWARF INDIAN HAWTHORN
DWARF YAUPON HOLLY
DWARF WALTERS VIBURNUM

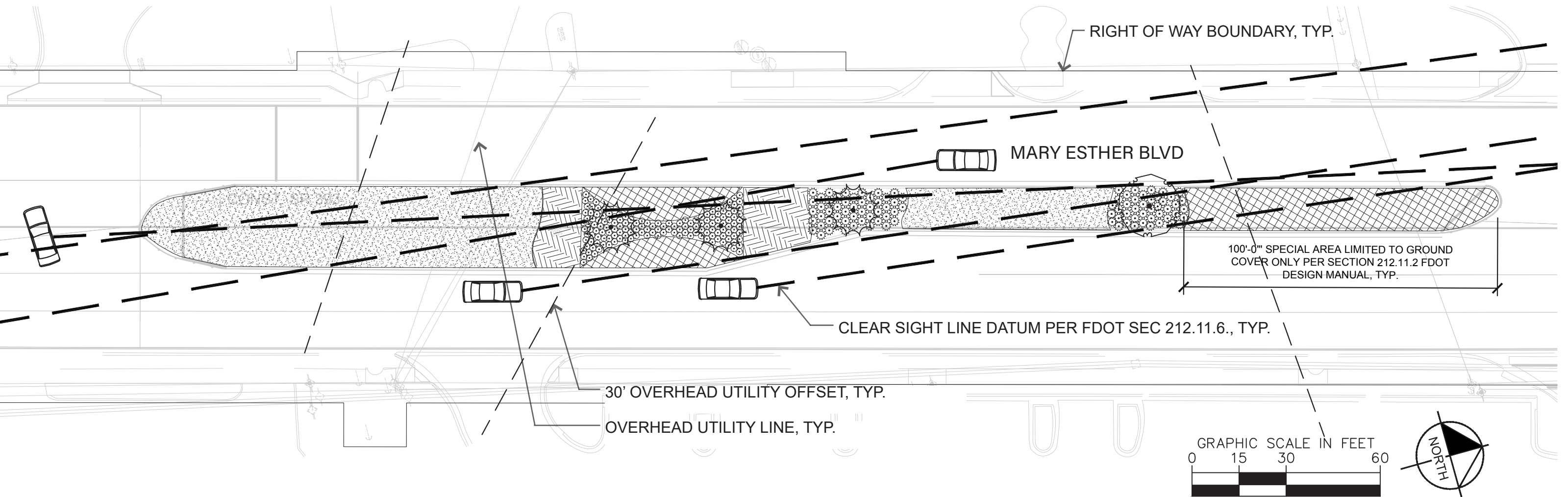


GROUND COVER
1-3 GAL 6"-12" HT. -
PERENNIAL PEANUT
LIRIOPE
VARIEGATED FLAX LILY
BLUE FLAG IRIS
SOCIETY GARLIC



SOD
BAHIA GRASS, ZOYSIA GRASS, CENTIPEDE GRASS

NOTES:
1. PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
2. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES <11" DIA.



CONCEPT PLANT SCHEDULE



CANOPY TREE
SIZE: CANOPY TREE IN CLEAR SIGHT LINES = 6" CAL 20' MIN HT. 8' MIN CLEAR TRUNK - - NON SIGHT LINE CANOPY = 4" CAL 14'-16' HT.
HIGHRISE LIVE OAK
CATHEDRAL LIVE OAK
SHUMARD OAK
TULIP POPLAR
FLORIDA ELM



PALM TREE
SIZE: 10-12' CT SLICKED AND TOP BOOTED
CABBAGE PALM



SHRUB
SIZE: 3 GAL HT: 30" MAX HT
COONTIE
DRIFT ROSES
SUNSHINE LIGUSTRUM



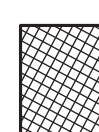
ORNAMENTAL GRASS
SIZE: 3 GAL HT: 30" MAX HT -
PINK MUHLY GRASS
DWARF FAKAHATCHEE GRASS



DWARF AZALEAS
SIZE: 3 GAL HT: 2' MAX HT
ENCORE 'AUTUMN RUBY' - RED BLOOM
ENCORE 'AUTUMN SUNBURST' - PINK BLOOM
ENCORE 'AUTUMN IVORY' WHITE BLOOM



DWARF SHRUBS
SIZE: 3 GAL HT: 2' MAX HT
LITTLE JOHN DWARF BOTTLEBRUSH
DWARF INDIAN HAWTHORN
DWARF YAUPON HOLLY
DWARF WALTERS VIBURNUM

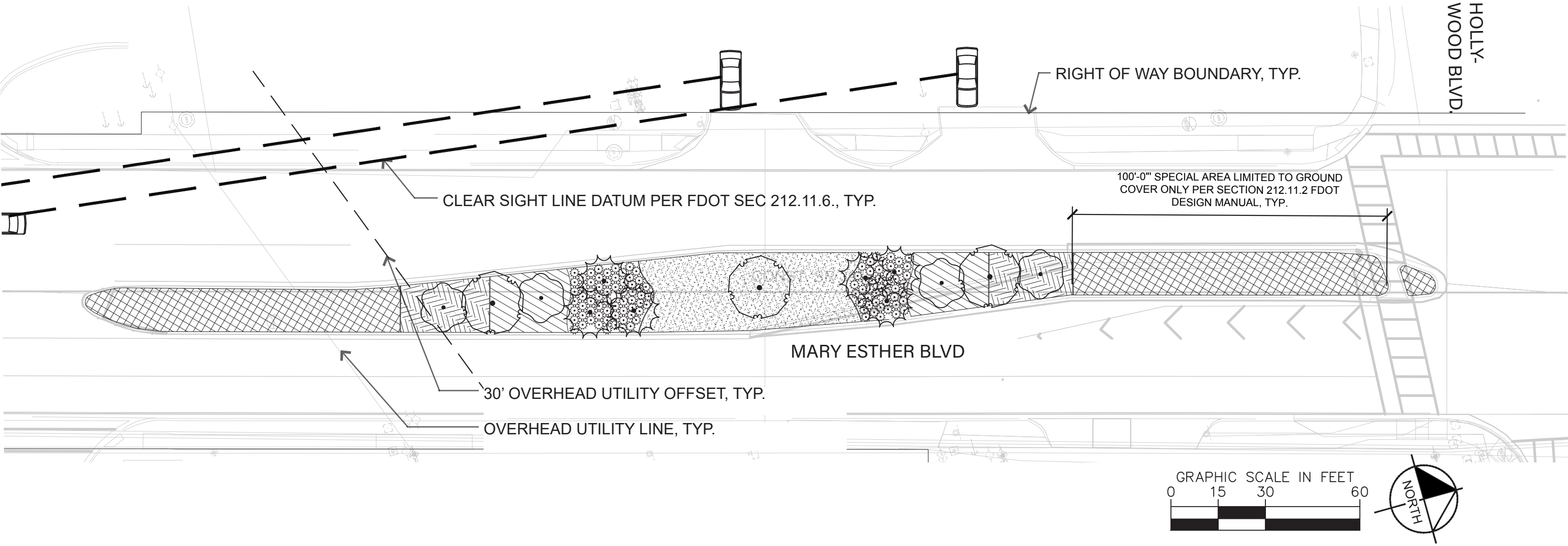


GROUND COVER
1-3 GAL 6"-12" HT. -
PERENNIAL PEANUT
LIRIOPE
VARIEGATED FLAX LILY
BLUE FLAG IRIS
SOCIETY GARLIC



SOD
BAHIA GRASS, ZOYSIA GRASS, CENTIPEDE GRASS

NOTES:
1. PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
2. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES <11" DIA.



CONCEPT PLANT SCHEDULE



CANOPY TREE
SIZE: CANOPY TREE IN CLEAR SIGHT LINES = 6" CAL 20' MIN HT. 8' MIN CLEAR TRUNK - - NON SIGHT LINE CANOPY = 4" CAL 14'-16' HT.
HIGHRISE LIVE OAK
CATHEDRAL LIVE OAK
SHUMARD OAK
TULIP POPLAR
FLORIDA ELM



PALM TREE
SIZE: 10-12' CT SLICKED AND TOP BOOTED
CABBAGE PALM



SHRUB
SIZE: 3 GAL HT: 30" MAX HT
COONTIE
DRIFT ROSES
SUNSHINE LIGUSTRUM



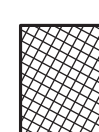
ORNAMENTAL GRASS
SIZE: 3 GAL HT: 30" MAX HT -
PINK MUHLY GRASS
DWARF FAKAHATCHEE GRASS



DWARF AZALEAS
SIZE: 3 GAL HT: 2' MAX HT
ENCORE 'AUTUMN RUBY' - RED BLOOM
ENCORE 'AUTUMN SUNBURST' - PINK BLOOM
ENCORE 'AUTUMN IVORY' WHITE BLOOM



DWARF SHRUBS
SIZE: 3 GAL HT: 2' MAX HT
LITTLE JOHN DWARF BOTTLEBRUSH
DWARF INDIAN HAWTHORN
DWARF YAUPON HOLLY
DWARF WALTERS VIBURNUM

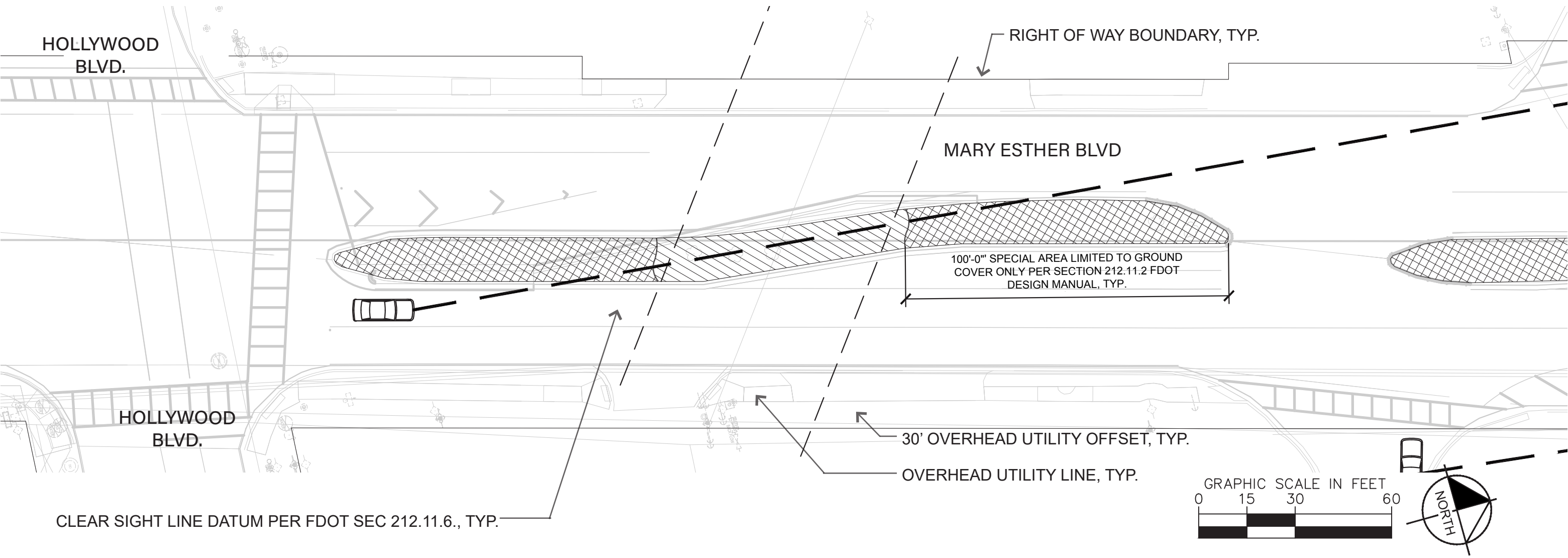


GROUND COVER
1-3 GAL 6"-12" HT. -
PERENNIAL PEANUT
LIRIOPE
VARIEGATED FLAX LILY
BLUE FLAG IRIS
SOCIETY GARLIC



SOD
BAHIA GRASS, ZOYSIA GRASS, CENTIPEDE GRASS

NOTES:
1. PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
2. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES <11" DIA.



CONCEPT PLANT SCHEDULE



CANOPY TREE
SIZE: CANOPY TREE IN CLEAR SIGHT LINES = 6" CAL 20' MIN HT. 8' MIN CLEAR TRUNK - - NON SIGHT LINE CANOPY = 4" CAL 14'-16' HT.
HIGHRISE LIVE OAK
CATHEDRAL LIVE OAK
SHUMARD OAK
TULIP POPLAR
FLORIDA ELM



PALM TREE
SIZE: 10-12' CT SLICKED AND TOP BOOTED
CABBAGE PALM



SHRUB
SIZE: 3 GAL HT: 30" MAX HT
COONTIE
DRIFT ROSES
SUNSHINE LIGUSTRUM



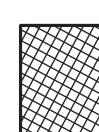
ORNAMENTAL GRASS
SIZE: 3 GAL HT: 30" MAX HT -
PINK MUHLY GRASS
DWARF FAKAHATCHEE GRASS



DWARF AZALEAS
SIZE: 3 GAL HT: 2' MAX HT
ENCORE 'AUTUMN RUBY' - RED BLOOM
ENCORE 'AUTUMN SUNBURST' - PINK BLOOM
ENCORE 'AUTUMN IVORY' WHITE BLOOM



DWARF SHRUBS
SIZE: 3 GAL HT: 2' MAX HT
LITTLE JOHN DWARF BOTTLEBRUSH
DWARF INDIAN HAWTHORN
DWARF YAUPOH HOLLY
DWARF WALTERS VIBURNUM

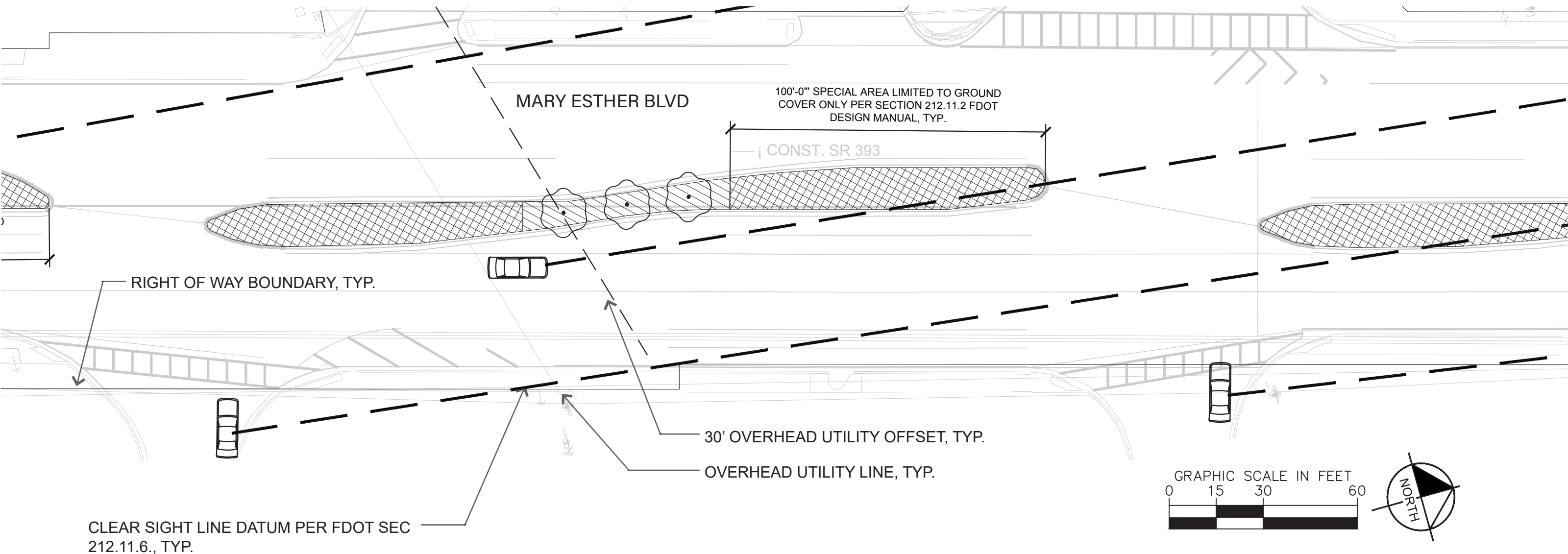


GROUND COVER
1-3 GAL 6"-12" HT. -
PERENNIAL PEANUT
LIRIOPE
VARIEGATED FLAX LILY
BLUE FLAG IRIS
SOCIETY GARLIC



SOD
BAHIA GRASS, ZOYSIA GRASS, CENTIPEDE GRASS

NOTES:
1. PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
2. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES <11" DIA.



MARY ESTHER MEDIANS CONCEPTUAL LANDSCAPE PLAN - MEDIAN 5



CONCEPT PLANT SCHEDULE



CANOPY TREE
SIZE: CANOPY TREE IN CLEAR SIGHT LINES = 6" CAL 20' MIN HT. 8' MIN CLEAR TRUNK - - NON SIGHT LINE CANOPY = 4" CAL 14'-16' HT.
HIGHRISE LIVE OAK
CATHEDRAL LIVE OAK
SHUMARD OAK
TULIP POPLAR
FLORIDA ELM



PALM TREE
SIZE: 10'-12' CT SLICKED AND TOP BOOTED
CABBAGE PALM



SHRUB
SIZE: 3 GAL HT: 30" MAX HT
COONTIE
DRIFT ROSES
SUNSHINE LIGUSTRUM



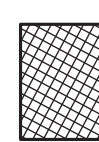
ORNAMENTAL GRASS
SIZE: 3 GAL HT: 30" MAX HT -
PINK MUHLY GRASS
DWARF FAKAHATCHEE GRASS



DWARF AZALEAS
SIZE: 3 GAL HT: 2' MAX HT
ENCORE 'AUTUMN RUBY' - RED BLOOM
ENCORE 'AUTUMN SUNBURST' - PINK BLOOM
ENCORE 'AUTUMN IVORY' WHITE BLOOM



DWARF SHRUBS
SIZE: 3 GAL HT: 2' MAX HT
LITTLE JOHN DWARF BOTTLEBRUSH
DWARF INDIAN HAWTHORN
DWARF YAUPOH HOLLY
DWARF WALTERS VIBURNUM

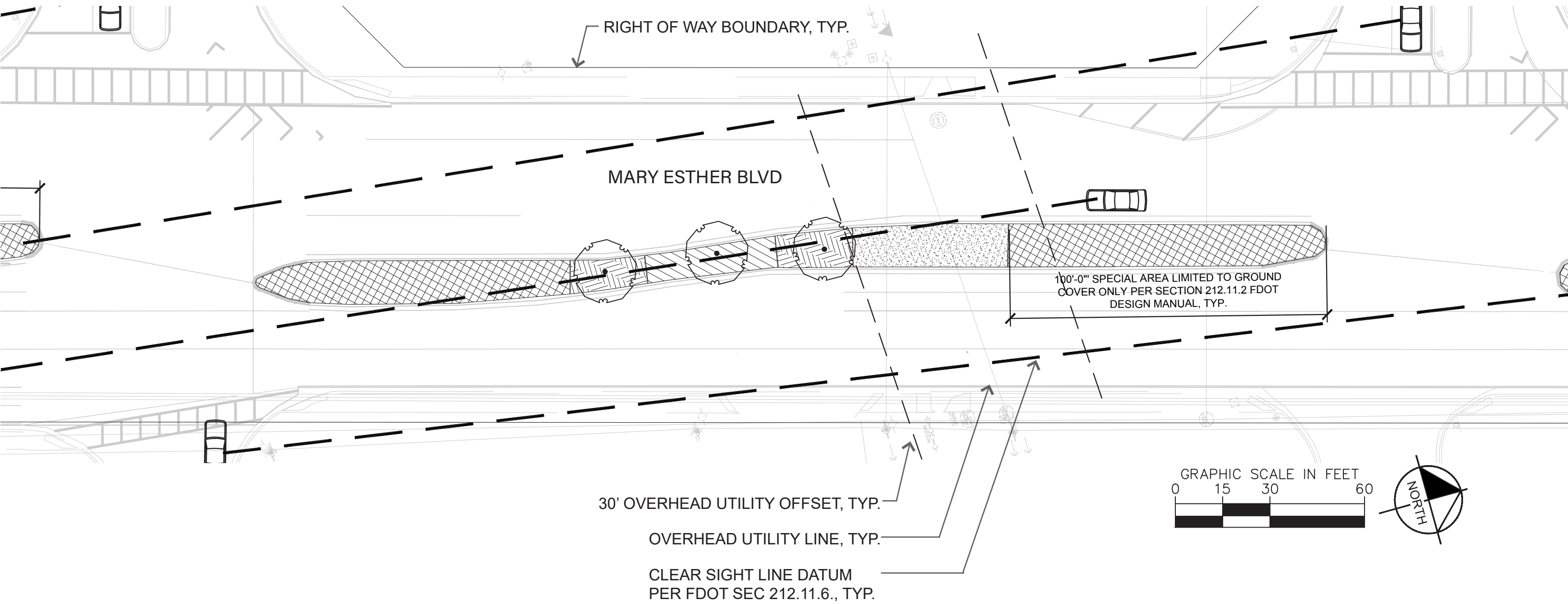


GROUND COVER
1-3 GAL 6"-12" HT. -
PERENNIAL PEANUT
LIRIOPE
VARIEGATED FLAX LILY
BLUE FLAG IRIS
SOCIETY GARLIC



SOD
BAHIA GRASS, ZOYSIA GRASS, CENTIPEDE GRASS

NOTES:
1. PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
2. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES <11" DIA.



MARY ESTHER MEDIANS CONCEPTUAL LANDSCAPE PLAN - MEDIAN 6



CONCEPT PLANT SCHEDULE



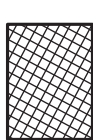
CANOPY TREE
SIZE: CANOPY TREE IN CLEAR SIGHT LINES = 6" CAL 20' MIN HT. 8' MIN CLEAR TRUNK - - NON SIGHT LINE CANOPY = 4" CAL 14'-16' HT.
HIGHRISE LIVE OAK
CATHEDRAL LIVE OAK
SHUMARD OAK
TULIP POPLAR
FLORIDA ELM



PALM TREE
SIZE: 10'-12' CT SLICKED AND TOP BOOTED
CABBAGE PALM



DWARF AZALEAS
SIZE: 3 GAL HT: 2' MAX HT
ENCORE 'AUTUMN RUBY' - RED BLOOM
ENCORE 'AUTUMN SUNBURST' - PINK BLOOM
ENCORE 'AUTUMN IVORY' WHITE BLOOM



GROUND COVER
1-3 GAL 6"-12" HT. -
PERENNIAL PEANUT
LIRIOPE
VARIEGATED FLAX LILY
BLUE FLAG IRIS
SOCIETY GARLIC



UNDERSTORY TREE
SIZE: 2" CAL 10'-12' HT
CAPE MYRTLE
LIGUSTRUM
DAHOON HOLLY
LITTLE GEM MAGNOLIA



SHRUB
SIZE: 3 GAL HT: 30" MAX HT
COONTIE
DRIFT ROSES
SUNSHINE LIGUSTRUM



DWARF SHRUBS
SIZE: 3 GAL HT: 2' MAX HT
LITTLE JOHN DWARF BOTTLEBRUSH
DWARF INDIAN HAWTHORN
DWARF YAUPOH HOLLY
DWARF WALTERS VIBURNUM

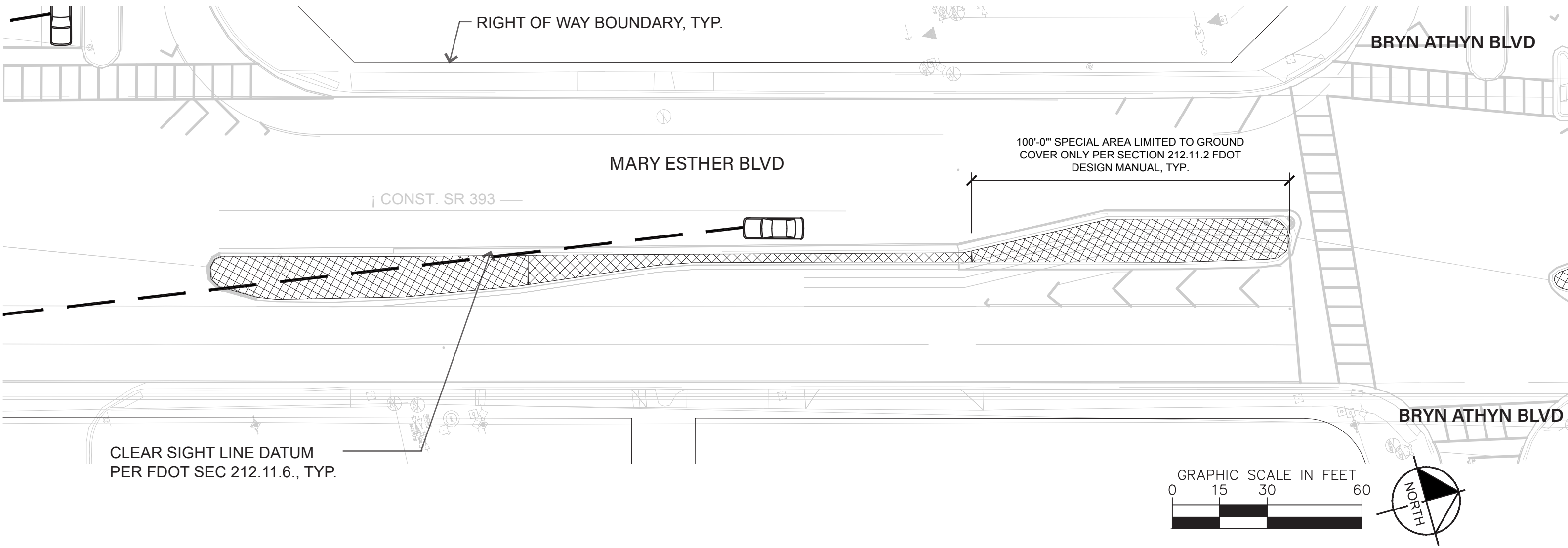


SOD
BAHIA GRASS, ZOYSIA GRASS, CENTIPEDE GRASS



ORNAMENTAL GRASS
SIZE: 3 GAL HT: 30" MAX HT -
PINK MUHLY GRASS
DWARF FAKAHATCHEE GRASS

NOTES:
1. PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
2. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES <11" DIA.



CONCEPT PLANT SCHEDULE



CANOPY TREE
SIZE: CANOPY TREE IN CLEAR SIGHT LINES = 6" CAL 20' MIN HT. 8' MIN CLEAR TRUNK - - NON SIGHT LINE CANOPY = 4" CAL 14'-16' HT.
HIGHRISE LIVE OAK
CATHEDRAL LIVE OAK
SHUMARD OAK
TULIP POPLAR
FLORIDA ELM



PALM TREE
SIZE: 10-12' CT SLICKED AND TOP BOOTED
CABBAGE PALM



SHRUB
SIZE: 3 GAL HT: 30" MAX HT
COONTIE
DRIFT ROSES
SUNSHINE LIGUSTRUM



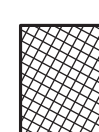
ORNAMENTAL GRASS
SIZE: 3 GAL HT: 30" MAX HT -
PINK MUHLY GRASS
DWARF FAKAHATCHEE GRASS



DWARF AZALEAS
SIZE: 3 GAL HT: 2' MAX HT
ENCORE 'AUTUMN RUBY' - RED BLOOM
ENCORE 'AUTUMN SUNBURST' - PINK BLOOM
ENCORE 'AUTUMN IVORY' WHITE BLOOM



DWARF SHRUBS
SIZE: 3 GAL HT: 2' MAX HT
LITTLE JOHN DWARF BOTTLEBRUSH
DWARF INDIAN HAWTHORN
DWARF YAUPON HOLLY
DWARF WALTERS VIBURNUM

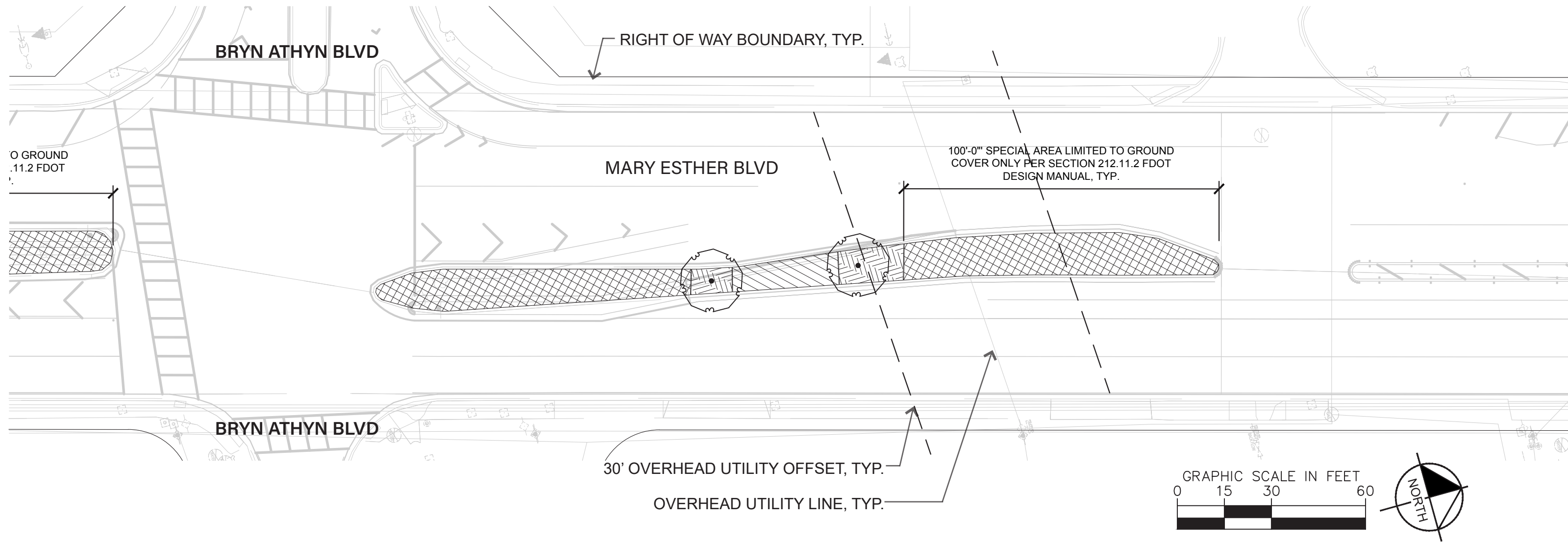


GROUND COVER
1-3 GAL 6"-12" HT. -
PERENNIAL PEANUT
LIRIOPE
VARIEGATED FLAX LILY
BLUE FLAG IRIS
SOCIETY GARLIC



SOD
BAHIA GRASS, ZOYSIA GRASS, CENTIPEDE GRASS

NOTES:
1. PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
2. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES <11" DIA.



CONCEPT PLANT SCHEDULE



CANOPY TREE
SIZE: CANOPY TREE IN CLEAR SIGHT LINES = 6" CAL 20' MIN HT. 8' MIN CLEAR TRUNK - - NON SIGHT LINE CANOPY = 4" CAL 14'-16' HT.
HIGHRISE LIVE OAK
CATHEDRAL LIVE OAK
SHUMARD OAK
TULIP POPLAR
FLORIDA ELM



PALM TREE
SIZE: 10-12' CT SLICKED AND TOP BOOTED
CABBAGE PALM



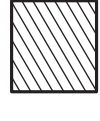
SHRUB
SIZE: 3 GAL HT: 30" MAX HT
COONTIE
DRIFT ROSES
SUNSHINE LIGUSTRUM



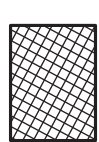
ORNAMENTAL GRASS
SIZE: 3 GAL HT: 30" MAX HT -
PINK MUHLY GRASS
DWARF FAKAHATCHEE GRASS



DWARF AZALEAS
SIZE: 3 GAL HT: 2' MAX HT
ENCORE 'AUTUMN RUBY' - RED BLOOM
ENCORE 'AUTUMN SUNBURST' - PINK BLOOM
ENCORE 'AUTUMN IVORY' WHITE BLOOM



DWARF SHRUBS
SIZE: 3 GAL HT: 2' MAX HT
LITTLE JOHN DWARF BOTTLEBRUSH
DWARF INDIAN HAWTHORN
DWARF YAUPON HOLLY
DWARF WALTERS VIBURNUM

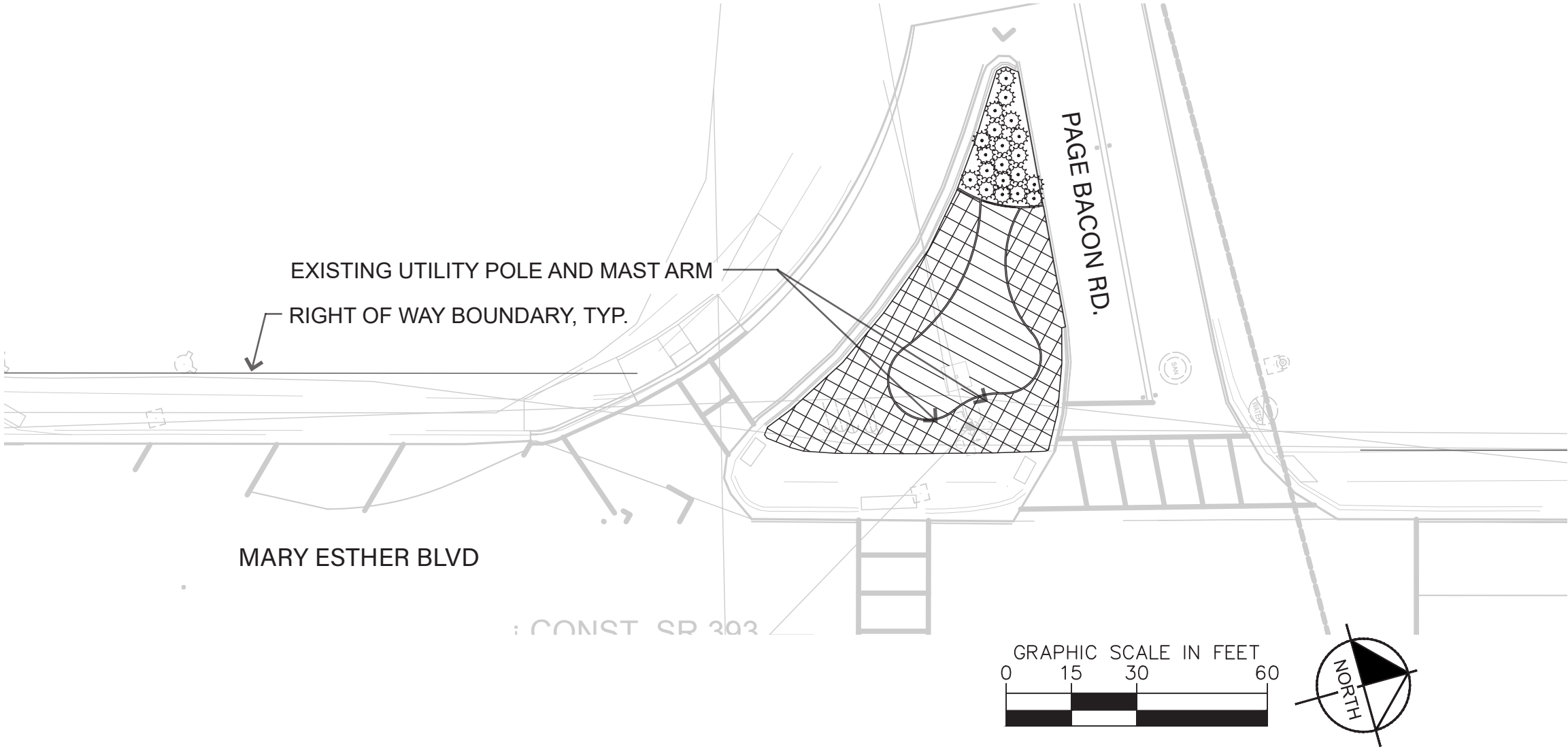


GROUND COVER
1-3 GAL 6"-12" HT. -
PERENNIAL PEANUT
LIRIOPE
VARIEGATED FLAX LILY
BLUE FLAG IRIS
SOCIETY GARLIC



SOD
BAHIA GRASS, ZOYSIA GRASS, CENTIPEDE GRASS

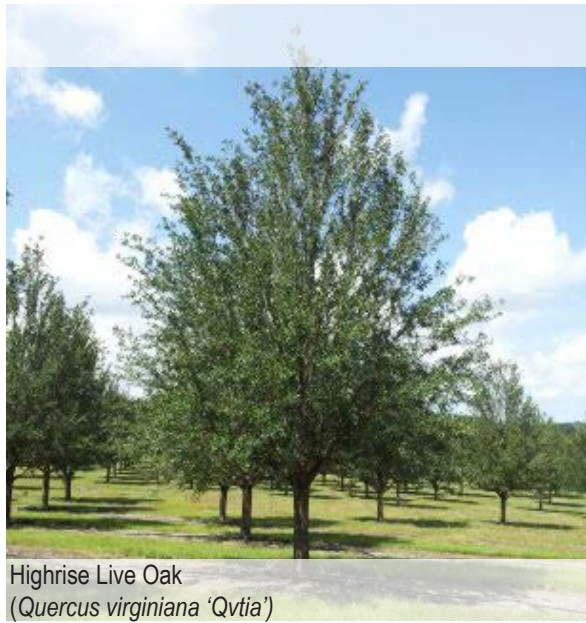
NOTES:
1. PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
2. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES <11" DIA.



CANOPY TREES



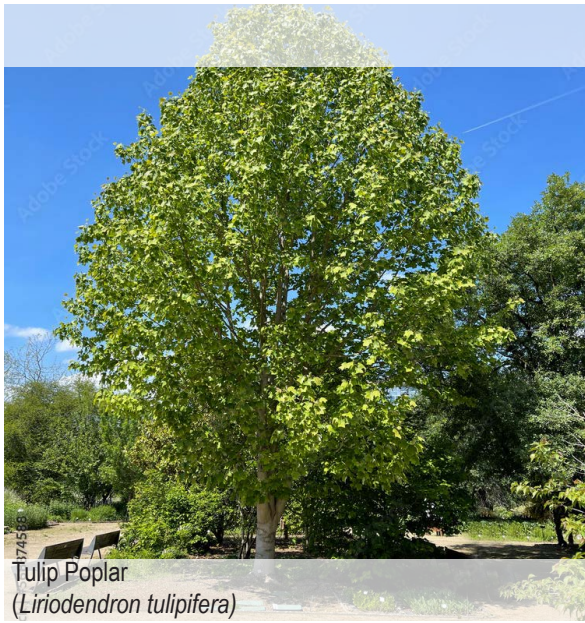
Cathedral Live Oak
(*Quercus virginiana* 'Cathedral Oak')



Highrise Live Oak
(*Quercus virginiana* 'Qvtia')



Lacebark Elm
(*Ulmus parvifolia*)



Tulip Poplar
(*Liriodendron tulipifera*)

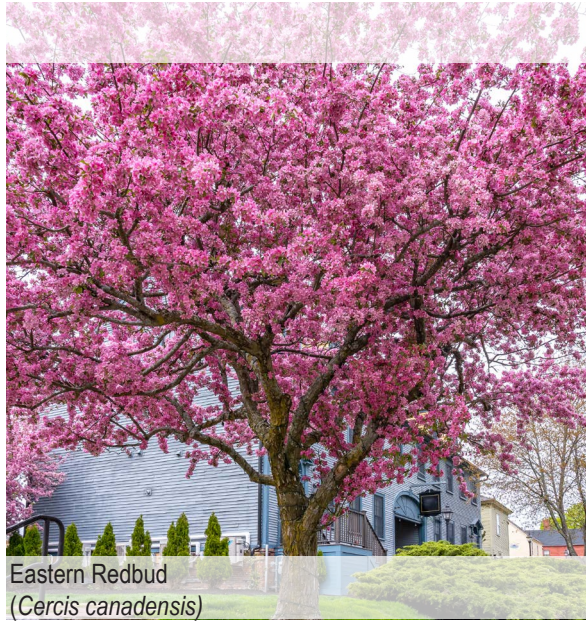


Shumard Oak
(*Quercus shumardii*)

UNDERSTORY TREES



Little Gem Magnolia
(*Magnolia grandiflora* 'Little Gem')



Eastern Redbud
(*Cercis canadensis*)



Natchez Crape Myrtle
(*Lagerstroemia indica* 'Natchez')



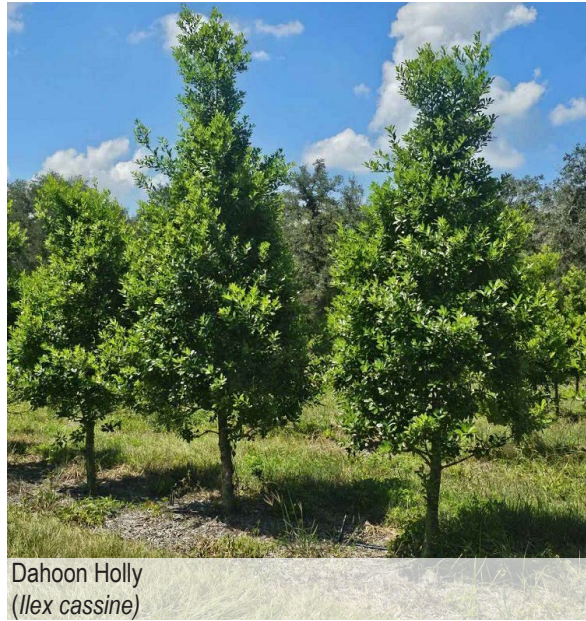
Tuskegee Crape Myrtle
(*Lagerstroemia indica* 'Tuskegee')



Muskogee Crape Myrtle
(*Lagerstroemia indica* 'Muskogee')



Waxleaf Ligustrum
(*Ligustrum japonicum*)



Dahoon Holly
(*Ilex cassine*)



Yaupon Holly
(*Ilex vomitoria*)



Cabbage Palm
(*Sabal palmetto*)

MARY ESTHER MEDIAN PLANTINGS - TREES

MARCH 2025



Kimley»Horn

SHRUBS



Dwarf Walter's Viburnum
(*Viburnum obovatum* 'Densa')



Dwarf Azaleas
(*Rhododendron atlanticum*)



Drift Roses
(*Rosa hybrida* 'Drift')



Dwarf Yaupon Holly
(*Ilex vomitoria* 'Nana')



Loropetalum
(*Loropetalum chinense*)



Dwarf Podocarpus 'Pringles'
(*Podocarpus macrophyllus* 'Pringles Dwarf')



Dwarf Indian Hawthorn
(*Raphiolepis umbellata* 'Minor')



Coontie
(*Zamia pumila* "Coontie")



Sunshine Ligustrum
(*Ligustrum sinense*)



Foxtail Fern
(*Asparagus aethiopicus*)

ORNAMENTAL GRASSES



Dwarf Fakahatchee Grass
(*Tripsacum floridanum*)



Muhly Grass
(*Muhlenbergia capillaris*)

GROUNDCOVER



Asiatic Jasmine
(*Trachelospermum asiaticum*)



Variegated Flax Lily
(*Dianella tasmanica 'Variegata'*)



Lilyturf
(*Liriope muscari*)



Perennial Peanut Ecoturf
(*Arachis glabrata*)



Society Garlic
(*Tulbaghia violacea*)

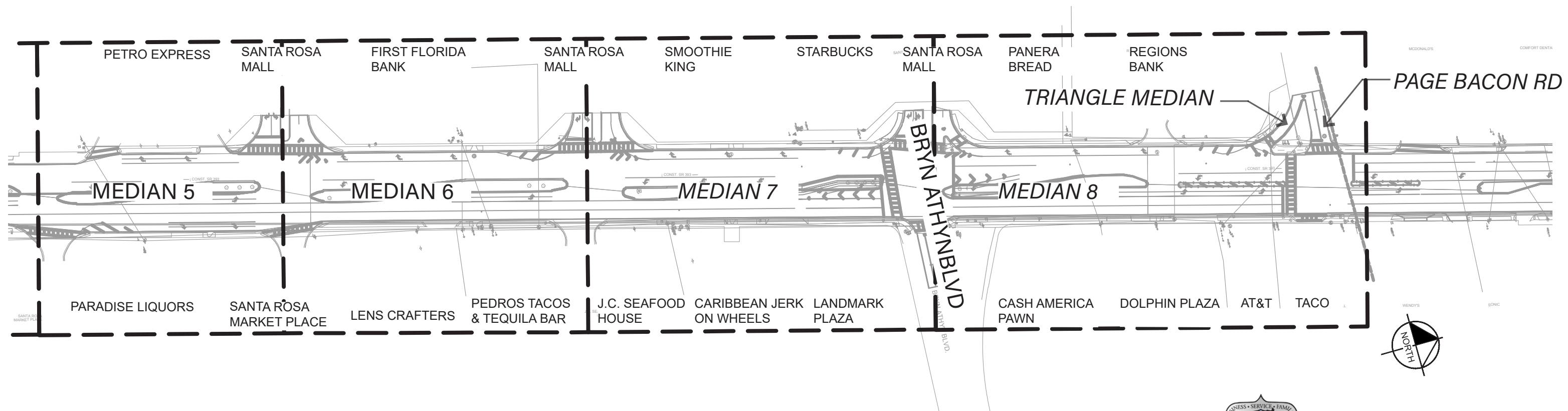
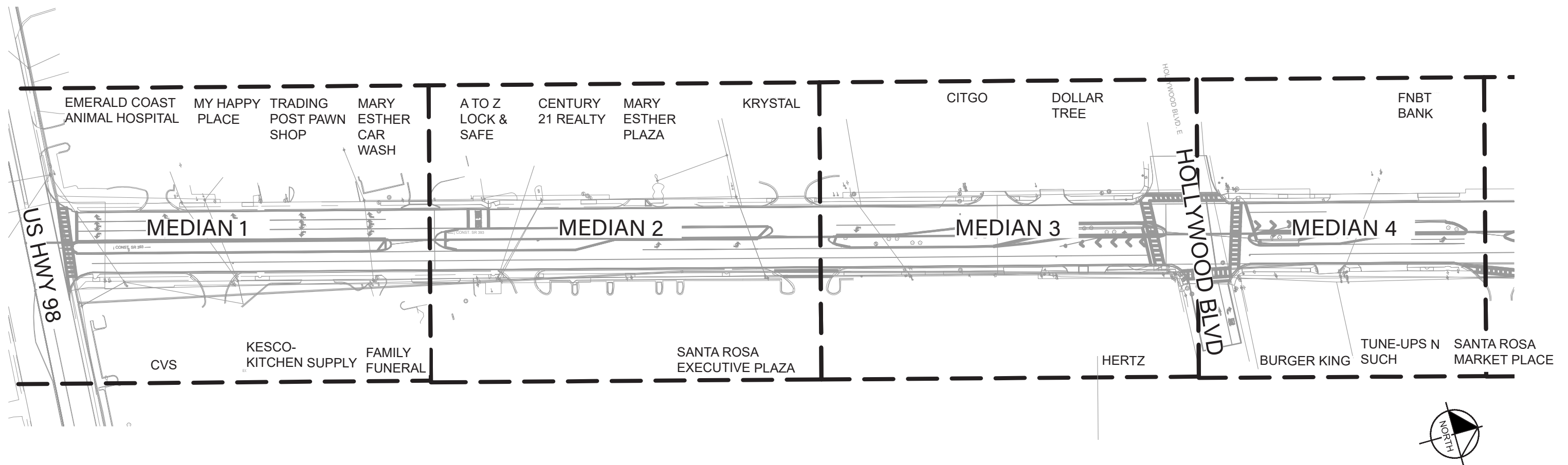


Blue Flag Iris
(*Iris hexagona savannarum*)



Dune Sunflower
(*Helianthus debilis*)





CONCEPT PLANT SCHEDULE



CANOPY TREE
SIZE: CANOPY TREE IN CLEAR SIGHT LINES = 6" CAL 20' MIN HT. 8'
MIN CLEAR TRUNK - - NON SIGHT LINE CANOPY = 4" CAL 14'-16' HT.
HIGHRISE LIVE OAK
CATHEDRAL LIVE OAK
SHUMARD OAK
TULIP POPLAR
FLORIDA ELM



PALM TREE
SIZE: 10-12' CT SLICKED AND TOP BOOTED
CABBAGE PALM



DWARF AZALEAS
SIZE: 3 GAL HT: 2' MAX HT
ENCORE 'AUTUMN RUBY' - RED BLOOM
ENCORE 'AUTUMN SUNBURST' - PINK BLOOM
ENCORE 'AUTUMN IVORY' WHITE BLOOM



GROUND COVER
1-3 GAL 6"-12" HT. -
PERENNIAL PEANUT
LIRIOPE
VARIEGATED FLAX LILY
BLUE FLAG IRIS
SOCIETY GARLIC



UNDERSTORY TREE
SIZE: 2" CAL 10'-12' HT
CRAPE MYRTLE
LIGUSTRUM
DAHOON HOLLY
LITTLE GEM MAGNOLIA



SHRUB
SIZE: 3 GAL HT: 30" MAX HT
COONTIE
DRIFT ROSES
SUNSHINE LIGUSTRUM



DWARF SHRUBS
SIZE: 3 GAL HT: 2' MAX HT
LITTLE JOHN DWARF BOTTLEBRUSH
DWARF INDIAN HAWTHORN
DWARF YAUPON HOLLY
DWARF WALTERS VIBURNUM

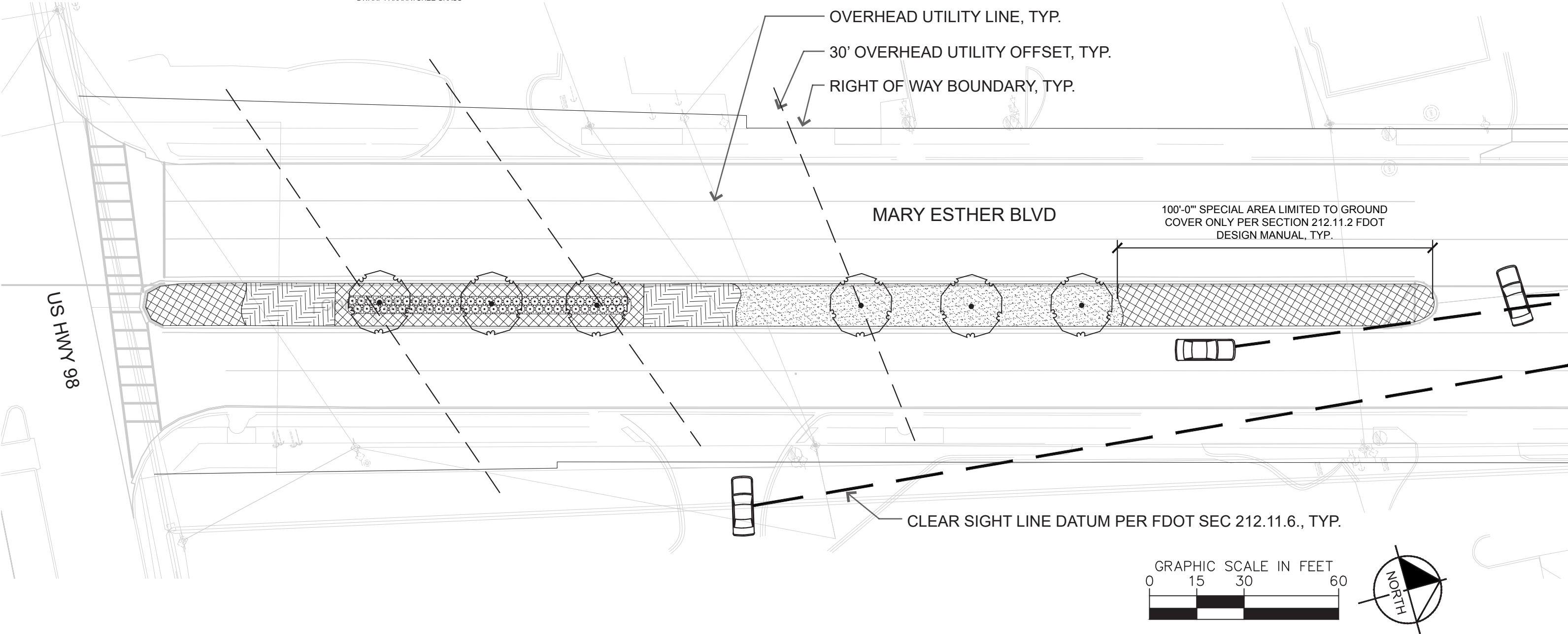


SOD
BAHIA GRASS, ZOYSIA GRASS, CENTIPEDE GRASS



ORNAMENTAL GRASS
SIZE: 3 GAL HT: 30" MAX HT -
PINK MUHLY GRASS
DWARF FAKAHATCHEE GRASS

NOTES:
1. PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
2. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES < 11" DIA.



CONCEPT PLANT SCHEDULE



CANOPY TREE
SIZE: CANOPY TREE IN CLEAR SIGHT LINES = 6" CAL 20' MIN HT. 8' MIN CLEAR TRUNK - - NON SIGHT LINE CANOPY = 4" CAL 14'-16' HT.
HIGHRISE LIVE OAK
CATHEDRAL LIVE OAK
SHUMARD OAK
TULIP POPLAR
FLORIDA ELM



PALM TREE
SIZE: 10-12' CT SLICKED AND TOP BOOTED
CABBAGE PALM



SHRUB
SIZE: 3 GAL HT: 30" MAX HT
COONTIE
DRIFT ROSES
SUNSHINE LIGUSTRUM



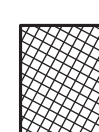
ORNAMENTAL GRASS
SIZE: 3 GAL HT: 30" MAX HT -
PINK MUHLY GRASS
DWARF FAKAHATCHEE GRASS



DWARF AZALEAS
SIZE: 3 GAL HT: 2' MAX HT
ENCORE 'AUTUMN RUBY' - RED BLOOM
ENCORE 'AUTUMN SUNBURST' - PINK BLOOM
ENCORE 'AUTUMN IVORY' WHITE BLOOM



DWARF SHRUBS
SIZE: 3 GAL HT: 2' MAX HT
LITTLE JOHN DWARF BOTTLEBRUSH
DWARF INDIAN HAWTHORN
DWARF YAUPON HOLLY
DWARF WALTERS VIBURNUM

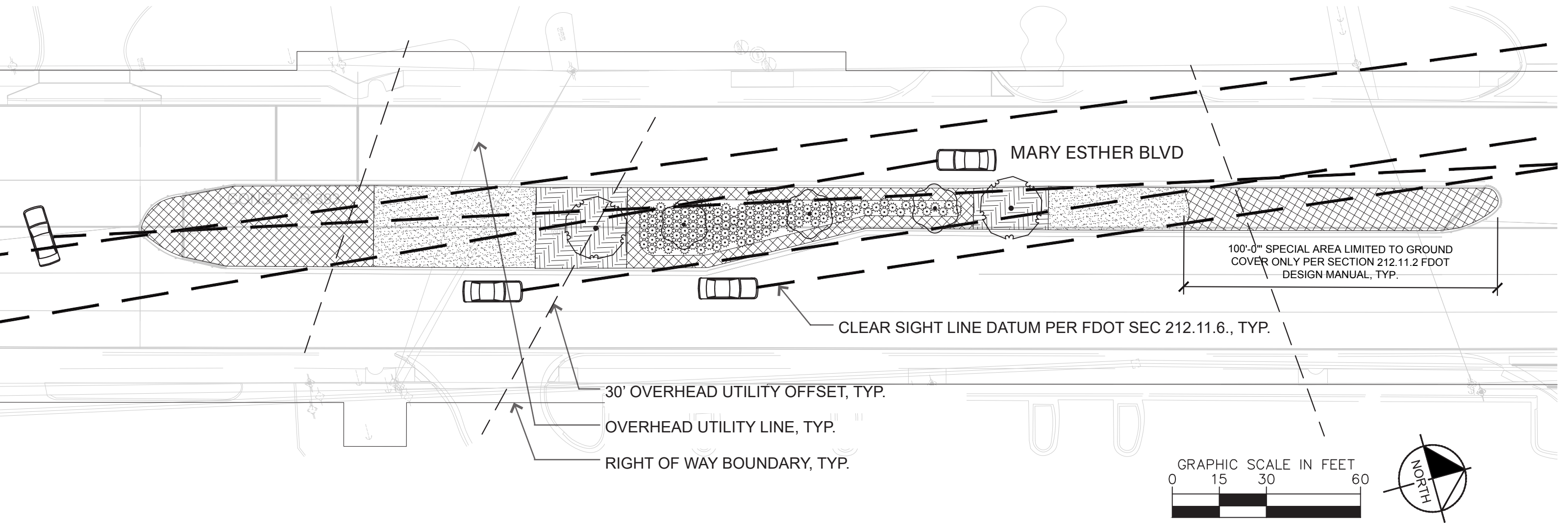


GROUND COVER
1-3 GAL 6"-12" HT. -
PERENNIAL PEANUT
LIRIOPE
VARIEGATED FLAX LILY
BLUE FLAG IRIS
SOCIETY GARLIC



SOD
BAHIA GRASS, ZOYSIA GRASS, CENTIPEDE GRASS

NOTES:
1. PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
2. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES <11" DIA.



CONCEPT PLANT SCHEDULE



CANOPY TREE
SIZE: CANOPY TREE IN CLEAR SIGHT LINES = 6" CAL 20' MIN HT. 8' MIN CLEAR TRUNK - - NON SIGHT LINE CANOPY = 4" CAL 14'-16' HT.
HIGHRISE LIVE OAK
CATHEDRAL LIVE OAK
SHUMARD OAK
TULIP POPLAR
FLORIDA ELM



PALM TREE
SIZE: 10-12' CT SLICKED AND TOP BOOTED
CABBAGE PALM



DWARF AZALEAS
SIZE: 3 GAL HT: 2' MAX HT
ENCORE 'AUTUMN RUBY' - RED BLOOM
ENCORE 'AUTUMN SUNBURST' - PINK BLOOM
ENCORE 'AUTUMN IVORY' WHITE BLOOM



GROUND COVER
1-3 GAL 6"-12" HT. -
PERENNIAL PEANUT
LIRIOPE
VARIEGATED FLAX LILY
BLUE FLAG IRIS
SOCIETY GARLIC



UNDERSTORY TREE
SIZE: 2" CAL 10'-12' HT
CRAPE MYRTLE
LIGUSTRUM
DAHOON HOLLY
LITTLE GEM MAGNOLIA



SHRUB
SIZE: 3 GAL HT: 30" MAX HT
COONTIE
DRIFT ROSES
SUNSHINE LIGUSTRUM



DWARF SHRUBS
SIZE: 3 GAL HT: 2' MAX HT
LITTLE JOHN DWARF BOTTLEBRUSH
DWARF INDIAN HAWTHORN
DWARF YAUPON HOLLY
DWARF WALTERS VIBURNUM

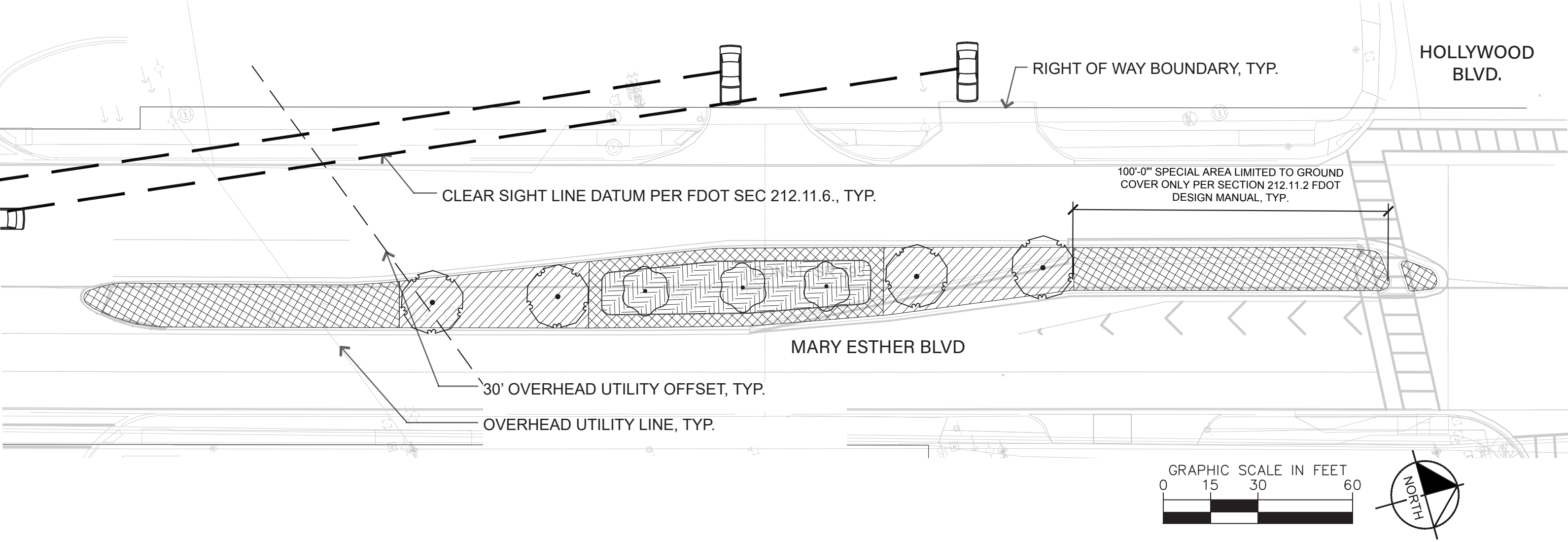


SOD
BAHIA GRASS, ZOYSIA GRASS, CENTIPEDE GRASS



ORNAMENTAL GRASS
SIZE: 3 GAL HT: 30" MAX HT -
PINK MUHLY GRASS
DWARF FAKAHATCHEE GRASS

NOTES:
1. PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
2. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES < 11" DIA.



CONCEPT PLANT SCHEDULE



CANOPY TREE
SIZE: CANOPY TREE IN CLEAR SIGHT LINES = 6" CAL 20' MIN HT. 8' MIN CLEAR TRUNK - - NON SIGHT LINE CANOPY = 4" CAL 14'-16' HT.
HIGHRISE LIVE OAK
CATHEDRAL LIVE OAK
SHUMARD OAK
TULIP POPLAR
FLORIDA ELM



PALM TREE
SIZE: 10-12' CT SLICKED AND TOP BOOTED
CABBAGE PALM



SHRUB
SIZE: 3 GAL HT: 30" MAX HT
COONTIE
DRIFT ROSES
SUNSHINE LIGUSTRUM



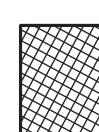
ORNAMENTAL GRASS
SIZE: 3 GAL HT: 30" MAX HT -
PINK MUHLY GRASS
DWARF FAKAHATCHEE GRASS



DWARF AZALEAS
SIZE: 3 GAL HT: 2' MAX HT
ENCORE 'AUTUMN RUBY' - RED BLOOM
ENCORE 'AUTUMN SUNBURST' - PINK BLOOM
ENCORE 'AUTUMN IVORY' WHITE BLOOM



DWARF SHRUBS
SIZE: 3 GAL HT: 2' MAX HT
LITTLE JOHN DWARF BOTTLEBRUSH
DWARF INDIAN HAWTHORN
DWARF YAUPOH HOLLY
DWARF WALTERS VIBURNUM

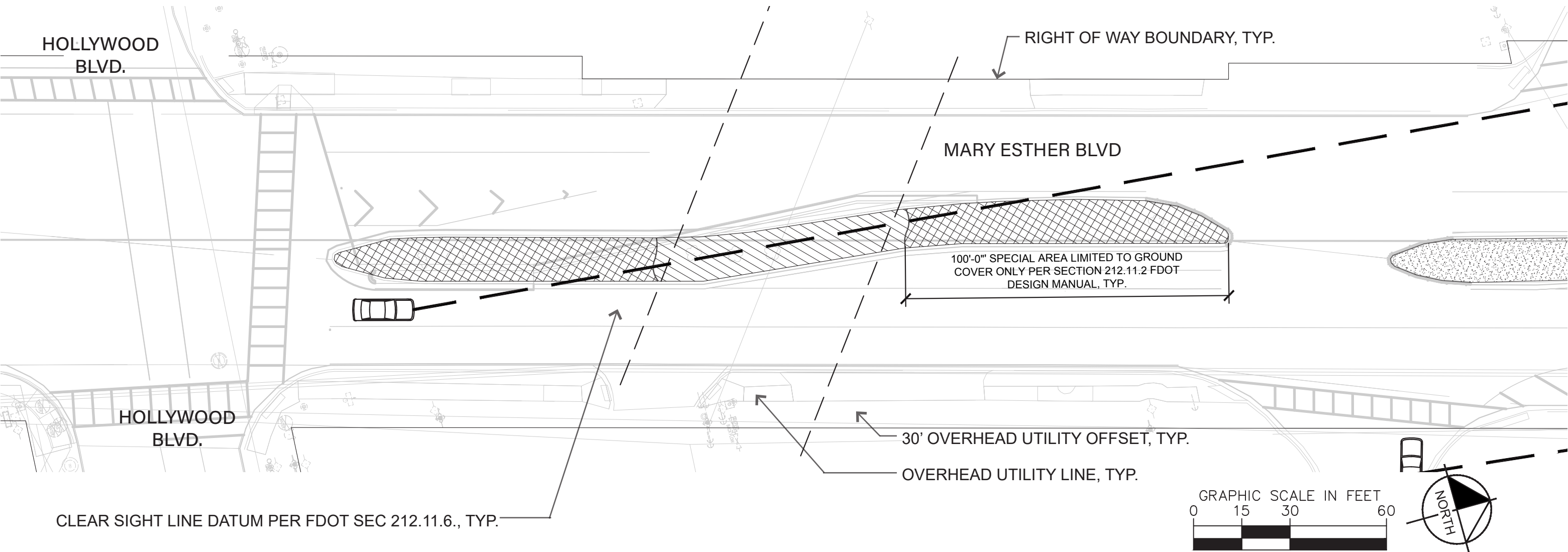


GROUND COVER
1-3 GAL 6"-12" HT. -
PERENNIAL PEANUT
LIRIOPE
VARIEGATED FLAX LILY
BLUE FLAG IRIS
SOCIETY GARLIC



SOD
BAHIA GRASS, ZOYSIA GRASS, CENTIPEDE GRASS

NOTES:
1. PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
2. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES <11" DIA.



CONCEPT PLANT SCHEDULE



CANOPY TREE
SIZE: CANOPY TREE IN CLEAR SIGHT LINES = 6" CAL 20' MIN HT. 8' MIN CLEAR TRUNK - - NON SIGHT LINE CANOPY = 4" CAL 14'-16' HT.
HIGHRISE LIVE OAK
CATHEDRAL LIVE OAK
SHUMARD OAK
TULIP POPLAR
FLORIDA ELM



UNDERSTORY TREE
SIZE: 2" CAL 10'-12' HT
CRAPE MYRTLE
LIGUSTRUM
DAHOON HOLLY
LITTLE GEM MAGNOLIA



PALM TREE
SIZE: 10-12' CT SLICKED AND TOP BOOTED
CABBAGE PALM



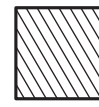
SHRUB
SIZE: 3 GAL HT: 30" MAX HT
COONTIE
DRIFT ROSES
SUNSHINE LIGUSTRUM



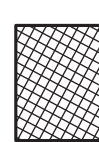
ORNAMENTAL GRASS
SIZE: 3 GAL HT: 30" MAX HT -
PINK MUHLY GRASS
DWARF FAKAHATCHEE GRASS



DWARF AZALEAS
SIZE: 3 GAL HT: 2' MAX HT
ENCORE 'AUTUMN RUBY' - RED BLOOM
ENCORE 'AUTUMN SUNBURST' - PINK BLOOM
ENCORE 'AUTUMN IVORY' WHITE BLOOM



DWARF SHRUBS
SIZE: 3 GAL HT: 2' MAX HT
LITTLE JOHN DWARF BOTTLEBRUSH
DWARF INDIAN HAWTHORN
DWARF YAUPON HOLLY
DWARF WALTERS VIBURNUM

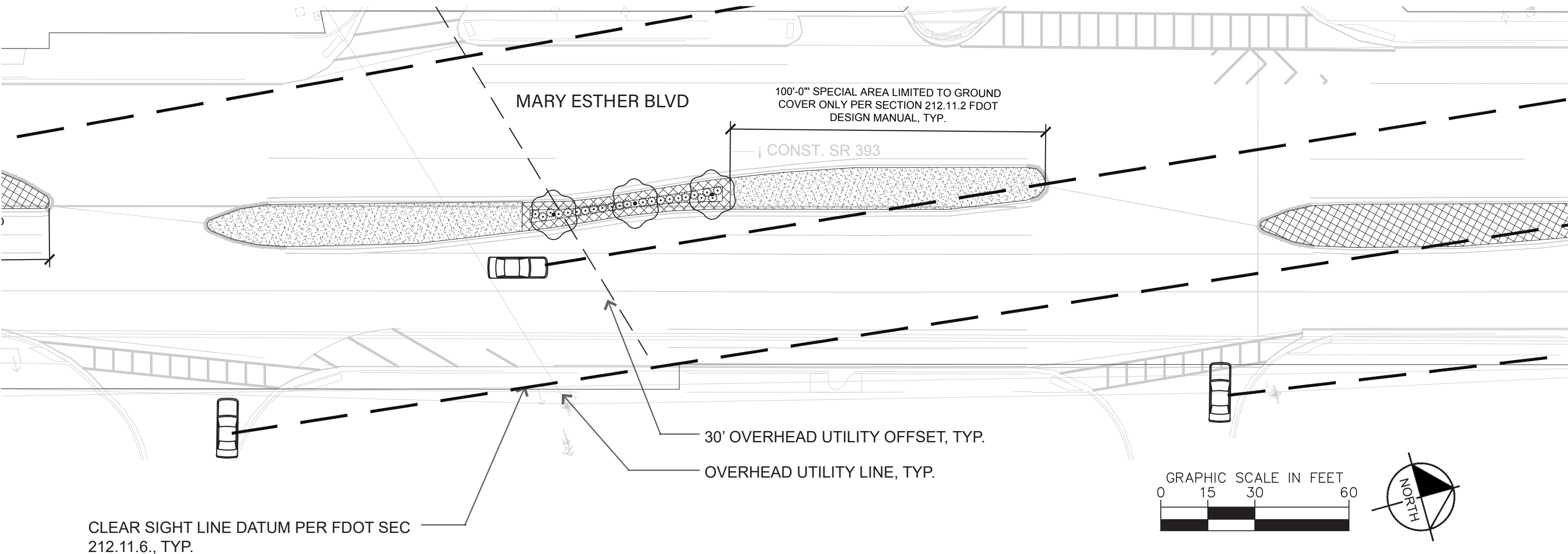


GROUND COVER
1-3 GAL 6"-12" HT. -
PERENNIAL PEANUT
LIRIOPE
VARIEGATED FLAX LILY
BLUE FLAG IRIS
SOCIETY GARLIC



SOD
BAHIA GRASS, ZOYSIA GRASS, CENTIPEDE GRASS

NOTES:
1. PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
2. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES <11" DIA.



CONCEPT PLANT SCHEDULE



CANOPY TREE
SIZE: CANOPY TREE IN CLEAR SIGHT LINES = 6" CAL 20' MIN HT. 8' MIN CLEAR TRUNK - - NON SIGHT LINE CANOPY = 4" CAL 14'-16' HT.
HIGHRISE LIVE OAK
CATHEDRAL LIVE OAK
SHUMARD OAK
TULIP POPLAR
FLORIDA ELM



PALM TREE
SIZE: 10-12' CT SLICKED AND TOP BOOTED
CABBAGE PALM



SHRUB
SIZE: 3 GAL HT: 30" MAX HT
COONTIE
DRIFT ROSES
SUNSHINE LIGUSTRUM



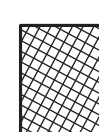
ORNAMENTAL GRASS
SIZE: 3 GAL HT: 30" MAX HT -
PINK MUHLY GRASS
DWARF FAKAHATCHEE GRASS



DWARF AZALEAS
SIZE: 3 GAL HT: 2' MAX HT
ENCORE 'AUTUMN RUBY' - RED BLOOM
ENCORE 'AUTUMN SUNBURST' - PINK BLOOM
ENCORE 'AUTUMN IVORY' WHITE BLOOM



DWARF SHRUBS
SIZE: 3 GAL HT: 2' MAX HT
LITTLE JOHN DWARF BOTTLEBRUSH
DWARF INDIAN HAWTHORN
DWARF YAUPON HOLLY
DWARF WALTERS VIBURNUM

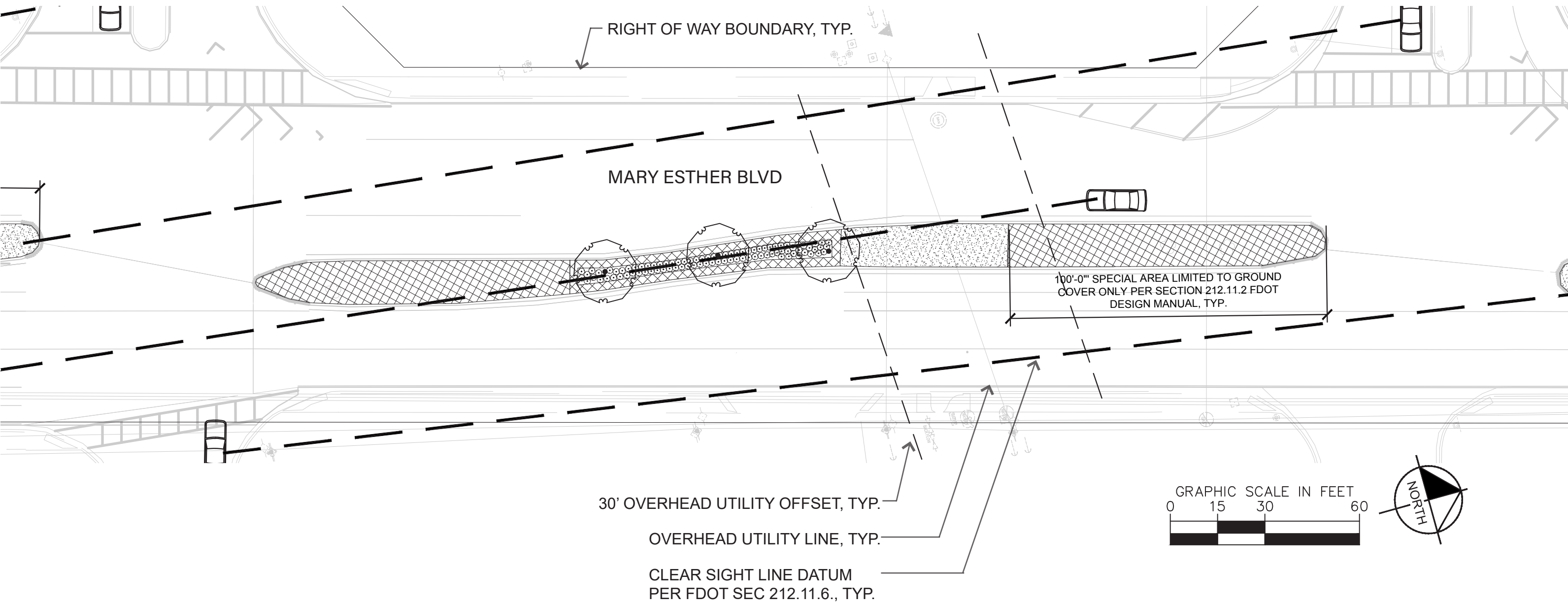


GROUND COVER
1-3 GAL 6"-12" HT. -
PERENNIAL PEANUT
LIRIOPE
VARIEGATED FLAX LILY
BLUE FLAG IRIS
SOCIETY GARLIC



SOD
BAHIA GRASS, ZOYSIA GRASS, CENTIPEDE GRASS

NOTES:
1. PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
2. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES <11" DIA.



MARY ESTHER MEDIANS CONCEPTUAL LANDSCAPE PLAN - MEDIAN 6



CONCEPT PLANT SCHEDULE



CANOPY TREE
SIZE: CANOPY TREE IN CLEAR SIGHT LINES = 6" CAL 20' MIN HT. 8' MIN CLEAR TRUNK - - NON SIGHT LINE CANOPY = 4" CAL 14'-16' HT.
HIGHRISE LIVE OAK
CATHEDRAL LIVE OAK
SHUMARD OAK
TULIP POPLAR
FLORIDA ELM



PALM TREE
SIZE: 10-12" CT SLICKED AND TOP BOOTED
CABBAGE PALM



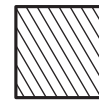
SHRUB
SIZE: 3 GAL HT: 30" MAX HT
COONTIE
DRIFT ROSES
SUNSHINE LIGUSTRUM



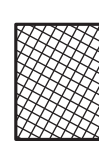
ORNAMENTAL GRASS
SIZE: 3 GAL HT: 30" MAX HT -
PINK MUHLY GRASS
DWARF FAKAHATCHEE GRASS



DWARF AZALEAS
SIZE: 3 GAL HT: 2' MAX HT
ENCORE 'AUTUMN RUBY' - RED BLOOM
ENCORE 'AUTUMN SUNBURST' - PINK BLOOM
ENCORE 'AUTUMN IVORY' WHITE BLOOM



DWARF SHRUBS
SIZE: 3 GAL HT: 2' MAX HT
LITTLE JOHN DWARF BOTTLEBRUSH
DWARF INDIAN HAWTHORN
DWARF YAUPON HOLLY
DWARF WALTERS VIBURNUM

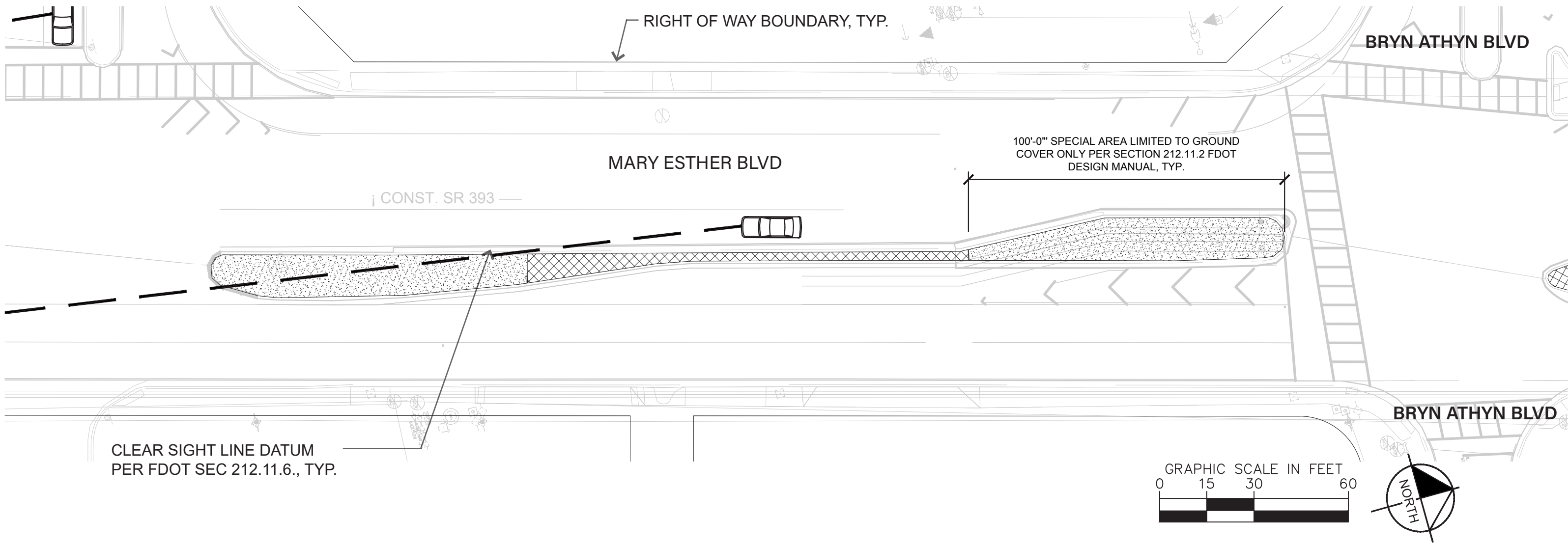


GROUND COVER
1-3 GAL 6"-12" HT. -
PERENNIAL PEANUT
LIRIOPE
VARIEGATED FLAX LILY
BLUE FLAG IRIS
SOCIETY GARLIC



SOD
BAHIA GRASS, ZOYSIA GRASS, CENTIPEDE GRASS

NOTES:
1. PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
2. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES <11" DIA.



CONCEPT PLANT SCHEDULE



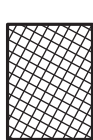
CANOPY TREE
SIZE: CANOPY TREE IN CLEAR SIGHT LINES = 6" CAL 20' MIN HT. 8' MIN CLEAR TRUNK - - NON SIGHT LINE CANOPY = 4" CAL 14'-16' HT.
HIGHRISE LIVE OAK
CATHEDRAL LIVE OAK
SHUMARD OAK
TULIP POPLAR
FLORIDA ELM



PALM TREE
SIZE: 10-12' CT SLICKED AND TOP BOOTED
CABBAGE PALM



DWARF AZALEAS
SIZE: 3 GAL HT: 2' MAX HT
ENCORE 'AUTUMN RUBY' - RED BLOOM
ENCORE 'AUTUMN SUNBURST' - PINK BLOOM
ENCORE 'AUTUMN IVORY' WHITE BLOOM



GROUND COVER
1-3 GAL 6"-12" HT. -
PERENNIAL PEANUT
LIRIOPE
VARIEGATED FLAX LILY
BLUE FLAG IRIS
SOCIETY GARLIC



UNDERSTORY TREE
SIZE: 2" CAL 10'-12' HT
CAPE MYRTLE
LIGUSTRUM
DAHOON HOLLY
LITTLE GEM MAGNOLIA



SHRUB
SIZE: 3 GAL HT: 30" MAX HT
COONTIE
DRIFT ROSES
SUNSHINE LIGUSTRUM



DWARF SHRUBS
SIZE: 3 GAL HT: 2' MAX HT
LITTLE JOHN DWARF BOTTLEBRUSH
DWARF INDIAN HAWTHORN
DWARF YAUPON HOLLY
DWARF WALTERS VIBURNUM

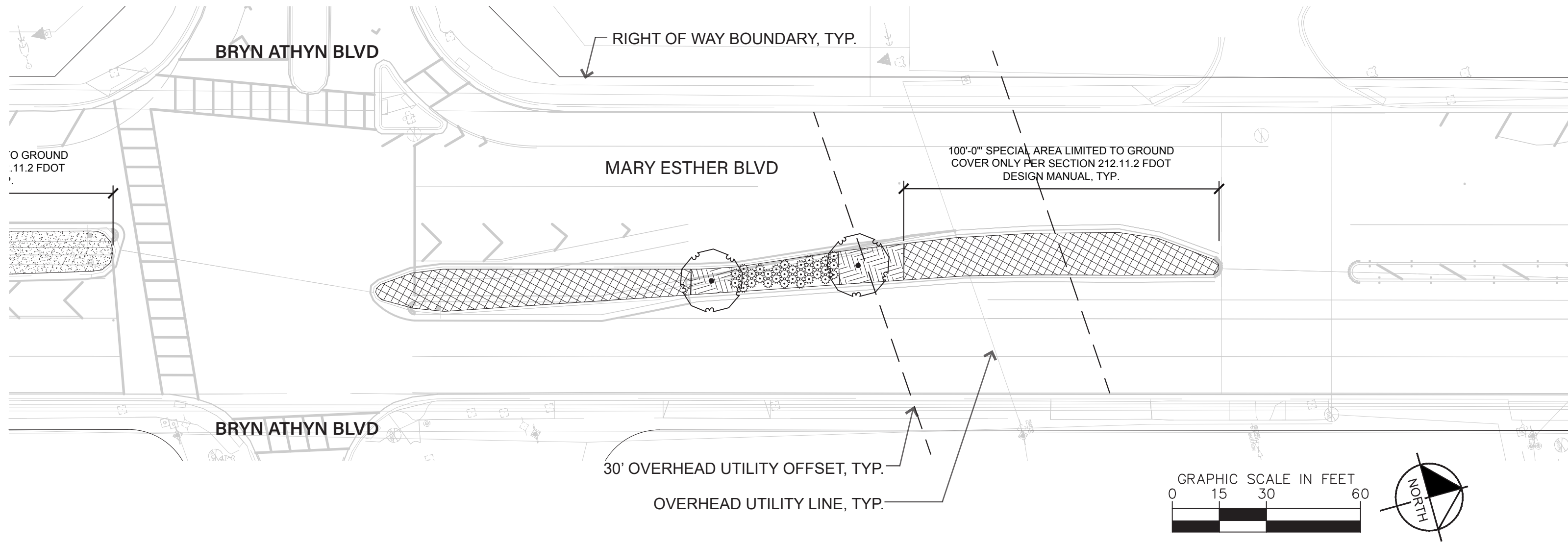


SOD
BAHIA GRASS, ZOYSIA GRASS, CENTIPEDE GRASS



ORNAMENTAL GRASS
SIZE: 3 GAL HT: 30" MAX HT -
PINK MUHLY GRASS
DWARF FAKAHATCHEE GRASS

NOTES:
1. PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
2. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES <11" DIA.



CONCEPT PLANT SCHEDULE



CANOPY TREE
SIZE: CANOPY TREE IN CLEAR SIGHT LINES = 6" CAL 20' MIN HT. 8' MIN CLEAR TRUNK - - NON SIGHT LINE CANOPY = 4" CAL 14'-16' HT.
HIGHRISE LIVE OAK
CATHEDRAL LIVE OAK
SHUMARD OAK
TULIP POPLAR
FLORIDA ELM



PALM TREE
SIZE: 10-12' CT SLICKED AND TOP BOOTED
CABBAGE PALM



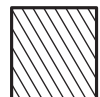
SHRUB
SIZE: 3 GAL HT: 30" MAX HT
COONTIE
DRIFT ROSES
SUNSHINE LIGUSTRUM



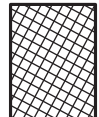
ORNAMENTAL GRASS
SIZE: 3 GAL HT: 30" MAX HT -
PINK MUHLY GRASS
DWARF FAKAHATCHEE GRASS



DWARF AZALEAS
SIZE: 3 GAL HT: 2' MAX HT
ENCORE 'AUTUMN RUBY' - RED BLOOM
ENCORE 'AUTUMN SUNBURST' - PINK BLOOM
ENCORE 'AUTUMN IVORY' WHITE BLOOM



DWARF SHRUBS
SIZE: 3 GAL HT: 2' MAX HT
LITTLE JOHN DWARF BOTTLEBRUSH
DWARF INDIAN HAWTHORN
DWARF YAUPON HOLLY
DWARF WALTERS VIBURNUM

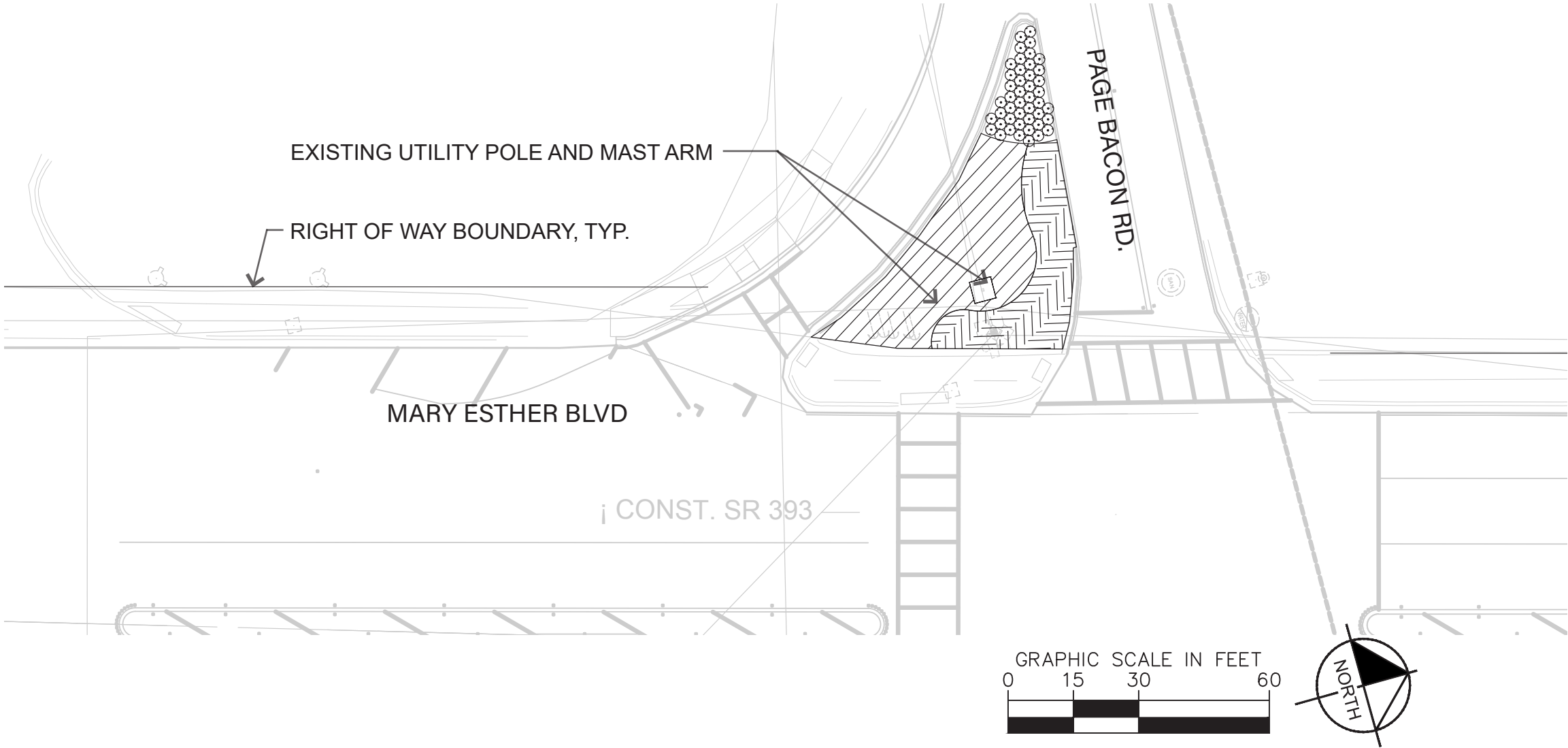


GROUND COVER
1-3 GAL 6"-12" HT. -
PERENNIAL PEANUT
LIRIOPE
VARIEGATED FLAX LILY
BLUE FLAG IRIS
SOCIETY GARLIC



SOD
BAHIA GRASS, ZOYSIA GRASS, CENTIPEDE GRASS

NOTES:
1. PLAN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.
2. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES <11" DIA.



CANOPY TREES



Cathedral Live Oak
(*Quercus virginiana* 'Cathedral Oak')



Highrise Live Oak
(*Quercus virginiana* 'Qvtia')



Lacebark Elm
(*Ulmus parvifolia*)



Tulip Poplar
(*Liriodendron tulipifera*)



Shumard Oak
(*Quercus shumardii*)

UNDERSTORY TREES



Little Gem Magnolia
(*Magnolia grandiflora* 'Little Gem')



Eastern Redbud
(*Cercis canadensis*)



Natchez Crape Myrtle
(*Lagerstroemia indica* 'Natchez')



Tuskegee Crape Myrtle
(*Lagerstroemia indica* 'Tuskegee')



Muskogee Crape Myrtle
(*Lagerstroemia indica* 'Muskogee')



Waxleaf Ligustrum
(*Ligustrum japonicum*)



Dahoon Holly
(*Ilex cassine*)



Yaupon Holly
(*Ilex vomitoria*)

MARY ESTHER MEDIAN PLANTINGS - TREES

MARCH 2025



Kimley»Horn

SHRUBS



Dwarf Walter's Viburnum
(*Viburnum obovatum* 'Densa')



Dwarf Azaleas
(*Rhododendron atlanticum*)



Drift Roses
(*Rosa hybrida* 'Drift')



Dwarf Yaupon Holly
(*Ilex vomitoria* 'Nana')



Loropetalum
(*Loropetalum chinense*)



Dwarf Podocarpus 'Pringles'
(*Podocarpus macrophyllus* 'Pringles Dwarf')



Dwarf Indian Hawthorn
(*Raphiolepis umbellata* 'Minor')



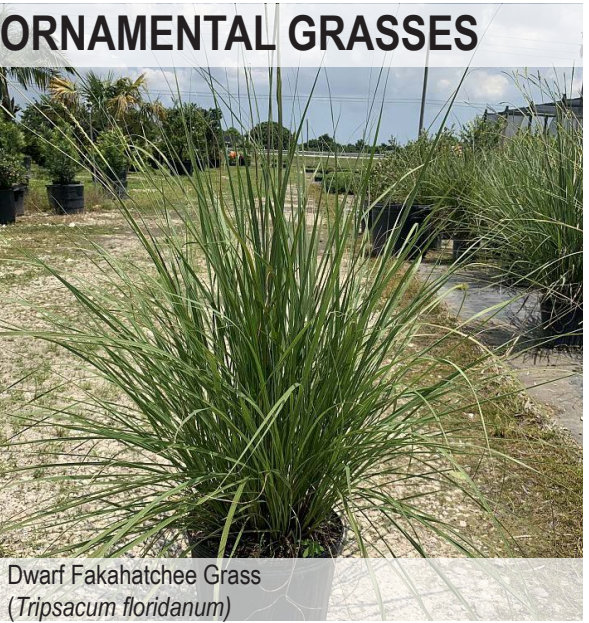
Coontie
(*Zamia pumila* "Coontie")



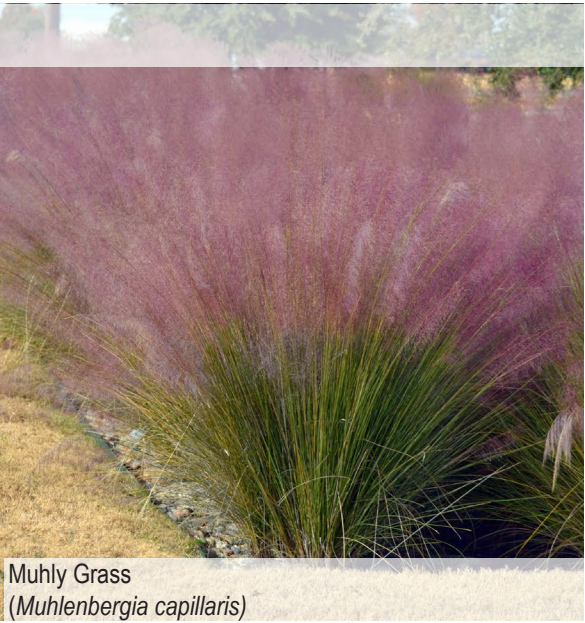
Sunshine Ligustrum
(*Ligustrum sinense*)



Foxtail Fern
(*Asparagus aethiopicus*)



Dwarf Fakahatchee Grass
(*Tripsacum floridanum*)



Muhly Grass
(*Muhlenbergia capillaris*)

ORNAMENTAL GRASSES

MARY ESTHER MEDIAN PLANTINGS - PLANT IMAGERY



GROUNDCOVER



Asiatic Jasmine
(*Trachelospermum asiaticum*)



Variegated Flax Lily
(*Dianella tasmanica 'Variegata'*)



Lilyturf
(*Liriope muscari*)



Perennial Peanut Ecoturf
(*Arachis glabrata*)



Society Garlic
(*Tulbaghia violacea*)



Blue Flag Iris
(*Iris hexagona savannarum*)



Dune Sunflower
(*Helianthus debilis*)



AGENDA ITEM

Agenda Item 11.6.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey, Public Works Director

DATE: April 7, 2025

SUBJECT: Award of RFB 2025-01 Cold Applied Pavement Products

BACKGROUND:

The Public Works Department has reviewed the bids submitted for RFB 2025-01 Cold Applied Pavement Products. SealMaster was the sole bidder and met all specifications for the products requested.

DISCUSSION:

Bid Review

SealMaster submitted bids for three products:

- Liquid Road Ultra
- PMM Ultra
- Coal Tar Ultra

The bid includes prices, delivery costs, and rental equipment as detailed in the attached bid document.

Project Details

This year, we have budgeted to seal Area 2, which includes:

- Brian Circle Area
- Ruby Circle
- Sharon CT Areas

The total length of the roadway to be sealed is 1.9 miles. We recommend using Liquid Road Ultra for this project. See the attached list of sections to be sealed.

FINANCIAL IMPACT:

This bid falls in line with the amount we budgeted for Liquid Road Applications.

RECOMMENDATION:

Staff recommends the award of RFB 2025-01 to SealMaster and authorizes staff to issue a purchase order not to exceed \$50,000 for this year's pavement preservation work.

ATTACHMENT(S):

1. City of Mary Esther-RFB 2025-01 Cold Applied Pavement Products-03-13-2025
2. SDS-CTUB
3. SDS-Liquid Road Ultra
4. SDS-PMM Ultra
5. TDS-CoalTarUltra-SealMaster
6. TDS-Liquid Road Ultra-Roads
7. TDS-PMM Ultra

Product Name:	Are Specification Included Yes or No	Cost per Gallon out of Mobile, AL Store	Rental Tank/Truck per week, Available for Pick up at Birmingham, AL or Atlanta, GA Store	Delivery Cost to 195 Christobal Road N Mary Esther, FL 32659 (from Atlanta, GA Plant)	State in Bid Minimum orders and size quantiles such as 4,000-gallon tank, totes, or barrels
Coal Tar Ultra (Atlanta & Mobile)	Yes	\$3.34 (Atlanta) \$3.86 (Mobile)	TR-750 Spraymaster \$1,750 or SP-575 Dual Squeegee/Spray Machine \$2,500	Available for PU in Mobile or \$2,005.07 per round trip for delivery from ATL	Drop Tanker Delivery: 4200 Gallons per, Minimum Order/Min Invoice Amt, 2500 gallons.
PMM Ultra (Atlanta & Mobile)	Yes	\$3.47 (Atlanta) \$4.14 (Mobile)	TR-750 Spraymaster \$1,750 or SP-575 Dual Squeegee/Spray Machine \$2,500	Available for PU in Mobile or \$2,005.07 per round trip for delivery from ATL	Drop Tanker Delivery: 4200 Gallons per delivery, Minimum Order/Min Invoice Amt, 2500 gallons.
Liquid Road Ultra (Out of Atlanta Only/Delivery Only)	Yes	\$3.90 p/gal	SP-575 Dual Squeegee Spray Machine \$2,000 or Liquid Road Truck \$4,000	\$2,005.07 per round trip (one to deliver, one to pick up)	Drop Tanker Delivery: 4200 Gallons per delivery, Minimum Order/Min. Invoice Amt, 2500 gallons.
	<u>SealMaster-Mobile Store:</u> 3009 Hand Avenue Mobile, AL 36612 <u>SealMaster-Atlanta Store:</u> 535 Frederick CT. SW Atlanta, GA 30336				



SAFETY DATA SHEET

Issuing Date 13-Oct-2016

Revision Date 3-Aug-2018

Revision Number 1

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY/UNDERTAKING

GHS Product Identifier

Product Name: Coal Tar Ultra

Other Means of Identification

Product Code(s): S1001

Synonyms: None

Recommended Use of the Chemical and Restrictions on Use

Recommended Use: No Information Available

Uses Advised Against: No Information Available

Supplier Address

SealMaster
Locations Nationwide
www.sealmaster.net
1-800-341-7325

Manufacturer Address

SealMaster
Locations Nationwide
www.sealmaster.net
1-800-341-7325

Emergency Telephone Number

Chemtrec 1-800-424-9300

2. HAZARDS IDENTIFICATION

Classification

Carcinogenicity

Category 1B

GHS Label Elements, Including Precautionary Statements

Emergency Overview

Signal Word

Danger

- May cause cancer
- Harmful if swallowed
- May cause skin irritation



Appearance: Black
Odor

Physical State: Liquid

Odor: Coal Tar

Precautionary Statements

Prevention

- Obtain special instructions before use.
 - Do not handle until all safety precautions have been read and understood.
 - Use personal protective equipment as required.
- Inhalation:** May cause irritation of respiratory tract.
Eye Contact: Contact with eyes may cause irritation.
Skin Contact: May cause irritation.
Ingestion: Ingestion may cause stomach discomfort.

- General Advice** • If exposed or concerned: Get medical attention/advice.
Storage • Store locked up.
Disposal • Dispose of contents/container to an approved waste disposal plant.

Hazard Not Otherwise Classified (HNOC)

Not applicable

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS Number	Weight %	Trade Secret
Coal Tar Pitches	65996-93-2	20-40	*
Quartz	14808-60-4	<20	*
Kaolin	1332-58-7	10-30	*
Bentonite	1302-78-9	<10	*

*The exact percentage of composition has been withheld as a trade secret.

4. FIRST AID MEASURES

Description of Necessary First-Aid Measures

Eye Contact Rinse thoroughly with plenty of water, also under the eyelids, for at least 15 minutes. If symptoms persist, call a physician.
Skin Contact Wash off immediately with soap and plenty of water. In the case of skin irritation or allergic reactions, see a physician.
Inhalation Move to fresh air. If symptoms persist, call a physician.
Ingestion Drink plenty of water. Do NOT induce vomiting. Never give anything by mouth to an unconscious person. Consult a physician if necessary.

Most Important Symptoms/Effects, Acute and Delayed

Most Important Symptoms/Effects No information available

Indication of Immediate Medical Attention and Special Treatment Needed, If Necessary

Notes to Physician Treat Symptomatically. May cause sensitization by skin contact.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media

Carbon Dioxide (CO₂). Dry Chemical. Foam. Water Fog.

Unsuitable Extinguishing Media CAUTION: Use of water spray when fighting fire may be inefficient.

Specific Hazards Arising from the Chemical

No information available

Explosion Data

Sensitivity to Mechanical Impact None
Sensitivity to Static Discharge None

Protective Equipment and Precautions for Firefighters

As in any fire, wear self-contained breathing apparatus pressure- demand MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment, and Emergency Procedures

Personal Precautions: Ensure adequate ventilation. Avoid contact with skin, eyes and clothing. Use personal protective equipment.

Environmental Precautions

Environmental Precautions: See Section 12 for additional Ecological Information.

Methods and Materials for Containment and Cleaning Up

Methods for Containment: Prevent further leakage or spillage if safe to do so.

Methods for Cleaning Up: Dam up. Soak up with inert absorbent material. Pick up and transfer to properly labeled containers. Clean contaminated surface thoroughly.

7. HANDLING AND STORAGE

Precautions for Safe Handling

Handling:

Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes, and clothing. Wear personal protective equipment. Avoid breathing vapors or mists. Do not eat, drink, or smoke when using this product. Wash thoroughly after handling.

Conditions for Safe Storage, Including Any Incompatibilities

Storage:

Keep container tightly closed

Incompatible Products:

Strong oxidizing agents. Acids.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Control Parameters

Exposure Guidelines

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Coal Tar Pitches 65996-93-2	TWA: 0.2 mg/m ³ benzene soluble aerosol	TWA: 0.2 mg/m ³ benzene soluble fraction (vacated) TWA: 0.2 mg/m ³ benzene soluble fraction	IDLH: 80 mg/m ³ TWA: 0.1 mg/m ³ Cyclohexane-extractable fraction
Quartz 14808-60-7	TWA: 0.025 mg/m ³ respirable fraction	30/(%SiO ₂ +2) mg/m ³ TWA, Total Dust; 250/(%SiO ₂ +5) mppcf TWA, respirable fraction; 10/(%SiO ₂ +2) mg/m ³ TWA, respirable TWA: 0.1 mg/m ³ (vacated)	IDLH: 50 mg/m ³ respirable dust TWA: 0.05 mg/m ³ respirable dust
Kaolin 1332-58-7	-	TWA: 15 mg/m ³ total dust TWA: 5 mg/m ³ respirable fraction (vacated) TWA: 10 mg/m ³ total dust (vacated) TWA 5 mg/m ³ respirable fraction	TWA: 15 mg/m ³ total dust TWA: 5 mg/m ³ respirable dust
Bentonite 1302-78-9	TWA 1 mg/m ³ respirable fraction	-	-

Appropriate Engineering Controls

Engineering Measures:

Showers
Eyewash Stations
Ventilation Systems

Individual Protection Measures, such as Personal Protective Equipment

Eye/Face Protection:

If splashes are likely to occur, wear: Safety glasses with side shields.

Skin and Body Protection:

Impervious gloves.

Respiratory Protection:

No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn.

Hygiene Measures:

Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State:

Liquid

Odor:

Coal Tar Odor

Appearance:

Black

Odor Threshold:

No Information Available

Property

Values

Remarks/Method

pH

No data available

None known

Melting Point/Range

No data available

None known

Boiling Point/Boiling Range

100° C

None known

Flash Point

No data available

None known

Evaporation Rate

No data available

None known

Flammability (solid, gas)

No data available

None known

Flammability Limits in Air

Upper flammability limit

No data available

Lower flammability limit

No data available

Vapor Pressure	No data available	None known
Vapor Density	No data available	None known
Specific Density	1.08-1.32 @ 77 F	None known
Water Solubility	Easily dispersible	None known
Solubility in other solvents	No data available	None known
Partition coefficient: n-octanol/water	No data available	None known
Autoignition Temperature	No data available	None known
Decomposition Temperature	No data available	None known
Viscosity	No data available	None known
Flammable Properties	Not Flammable	
Explosive Properties	No data available	
Oxidizing Properties	No data available	
VOC Content	No data available	

10. STABILITY AND REACTIVITY

Reactivity:	No data available
Chemical Stability:	Stable under recommended storage conditions.
Possibility of Hazardous Reactions:	None under normal processing.
Hazardous Polymerization:	Hazardous polymerization does not occur.
Conditions to Avoid:	Incompatible Products.
Incompatible Materials:	Strong oxidizing agents. Acids.
Hazardous Decomposition Products:	Carbon Oxides, Nitrogen Oxides (NOx), Sulfur Oxides

11. TOXICOLOGICAL INFORMATION

Information on Likely Routes of Exposure

Product Information

Inhalation:	May cause irritation of respiratory tract.
Eye Contact:	Contact with eyes may cause irritation.
Skin Contact:	May cause irritation.
Ingestion:	Ingestion may cause stomach discomfort.

Chemical Name	LD50 Oral	LD50 Dermal	LD50 Inhalation
Bentonite	>5000 mg/kg (Rat)	-	-
Quartz	500 mg/kg (Rat)		

Symptoms Related to the Physical, Chemical, and Toxicological Characteristics

Symptoms:	No information available.
-----------	---------------------------

Delayed and Immediate Effects and also Chronic Effects from Short and Long Term Exposure

Sensitization:	No information available.
Mutagenic Effects:	No information available.
Carcinogenicity:	The table below indicates whether each agency has listed any ingredient as a carcinogen. The IARC, NTP, and OSHA do not list asphalt as a carcinogen. In general, the oxidation of polycyclic aromatic hydrocarbons destroys their carcinogenic potential. Petroleum asphalt, shale oil asphalts, and coal tars show distinct variation in their relative carcinogenicity for experimental animals. This product contains crystalline silica (quartz) in a non-respirable form. Inhalation of crystalline silica is unlikely to occur from exposure to this product.

Chemical Name	ACGIH	IARC	NTP	OSHA
Coal Tar Pitches	A1	Group 1	Known	X
Quartz	A2	Group 1	Known	X

ACGIH: (American Conference of Governmental Industrial Hygienists)

A1 – Known Human Carcinogen

A2 – Suspected Human Carcinogen

IRAC: (International Agency for Research on Cancer)

Group 1 – Carcinogenic to Humans

NTP: (National Toxicity Program)

Known – Known Carcinogen

OSHA: (Occupational Safety & Health Administration)

X – Present

Reproductive Toxicity:	No information available.
STOT - Single Exposure:	No information available.
STOT – Repeated Exposure:	No information available.
Aspiration Hazard:	No information available.

Numerical Measures of Toxicity – Product

The following values are calculated based on Chapter 3.1 of the GHS document

LD50 Oral: 75299 mg/kg; Acute toxicity estimate

12. ECOLOGICAL INFORMATION**Ecotoxicity**

The environmental impact of this product has not been fully investigated.

Chemical Name	Toxicity to Algae	Toxicity to Fish	Toxicity to Microorganisms	Daphnia Magna (Water Flea)
Bentonite 1302-78-9		LC50 96 h: 8.0-19.0 g/L (Salmo gairdneri) LC50 96 h: = 19000 mg/L static (Oncorhynchus mykiss)		

Persistence and Degradability: No information available.

Bioaccumulation

Chemical Name	Log Pow
Coal Tar Pitches	6.04

Other Adverse Effects: No information available.

13. DISPOSAL CONSIDERATIONS

Waste Disposal Methods: This material, as supplied, is not a hazardous waste according to Federal regulations (40 CFR 261). This material could become a hazardous waste if it is mixed with or otherwise comes in contact with a hazardous waste, if chemical additions are made to this material, or if the material is processed or otherwise altered. Consult 40 CFR 261 to determine whether the altered material is a hazardous waste. Consult the appropriate state, regional, or local regulations for additional requirements.

Contaminated Packaging: Do not re-use empty containers.

14. TRANSPORTATION INFORMATION

DOT: Not regulated

15. REGULATORY INFORMATION**International Inventories**

TSCA – Complies

DSL/NDSL – Complies

Legend

TSCA – United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL – Canadian Domestic Substances List/Non-Domestic Substances List

U.S. Federal Regulations

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372:

SARA 311/312 Hazard Categories

Acute Health Hazard	No
Chronic Health Hazard	Yes
Fire Hazard	No
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

Clean Water Act

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific requirements at the local, regional, or state level pertaining to releases of this material.

U.S. State Regulations**California Proposition 65:**

Chemical Name	CAS Number	California Prop. 65
Quartz	14808-60-7	Carcinogen

U.S. State Right-To-Know Regulations

"X" designates that the ingredients are listed on the state right to know list.

Chemical Name	New Jersey	Massachusetts	Pennsylvania	Illinois	Rhode Island
Coal Tar Pitches	X	X	X	X	
Quartz	X	X	X	-	X
Kaolin	X	X	X		X

U.S. EPA Label Information

EPA Pesticide Registration Number: Not applicable

16. OTHER INFORMATION

<u>NFPA</u>	Health Hazard: 1	Flammability: 0	Instability: 0	Physical and Chemical Hazards- Personal Protection: X
<u>HMIS</u>	Health Hazard: 1*	Flammability: 0	Physical Hazard: 0	

*Indicates a chronic health hazard.

Revision Date: 3-Aug-2018
Revision Note: No information available.

General Disclaimer

The information provided on this SDS is correct to the best of our knowledge, information, and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text.



SAFETY DATA SHEET

Issuing Date 13-Oct-2016

Revision Date 17-August-2022

Revision Number 3

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY/UNDERTAKING

GHS Product Identifier

Product Name: Liquid Road Ultra

Other Means of Identification

Product Code(s): S1046

Synonyms: None

Recommended Use of the Chemical and Restrictions on Use

Recommended Use: No Information Available

Uses Advised Against: No information Available

Supplier Address

SealMaster
Locations Nationwide
www.sealmaster.net
1-800-341-7325

Manufacturer Address

SealMaster
Locations Nationwide
www.sealmaster.net
1-800-341-7325

Emergency Telephone Number

Chemtrec 1-800-424-9300

2. HAZARDS IDENTIFICATION

Classification

This chemical is not considered hazardous according to the OSHA Hazard Communication Standard 2012 (29 CFR 1910.1200).

GHS Label Elements, Including Precautionary Statements

Emergency Overview

Signal Word	Warning
	• Harmful if swallowed • May cause skin irritation
Appearance: Black	Physical State: Liquid
Odor: Asphaltic	

Precautionary Statements

Prevention

Inhalation:

May cause irritation of respiratory tract.

Eye Contact:

Contact with eyes may cause irritation.

Skin Contact:

May cause irritation.

Ingestion:

Ingestion may cause stomach discomfort.

General Advice

• None

Storage

• Keep container tightly closed

Disposal

• Dispose of material/containers in accordance with the appropriate state, regional, or local regulations.

Hazard Not Otherwise Classified (HNOC)

Not applicable

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS Number	Weight %	Trade Secret
Limestone	1317-65-3	20-40	*
Asphalt	8052-42-4	20-40	*
Quartz	14808-60-4	<20	*
Kaolin	1332-58-7	<10	*
Bentonite	1302-78-9	<10	*

*The exact percentage of composition has been withheld as a trade secret.

4. FIRST AID MEASURES

Description of Necessary First-Aid Measures

Eye Contact	Rinse thoroughly with plenty of water, also under the eyelids. If symptoms persist, call a physician.
Skin Contact	Wash off immediately with soap and plenty of water. In the case of skin irritation or allergic reactions, see a physician.
Inhalation	Move to fresh air. If symptoms persist, call a physician.
Ingestion	Drink plenty of water. Do NOT induce vomiting. Never give anything by mouth to an unconscious person. Consult a physician if necessary.

Most Important Symptoms/Effects, Acute and Delayed

Most Important Symptoms/Effects No information available

Indication of Immediate Medical Attention and Special Treatment Needed, If Necessary

Notes to Physician Treat Symptomatically. May cause sensitization by skin contact.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media

Carbon Dioxide (CO₂). Dry Chemical. Foam. Water Fog.

Unsuitable Extinguishing Media CAUTION: Use of water spray when fighting fire may be inefficient.

Specific Hazards Arising from the Chemical

No information available

Explosion Data

Sensitivity to Mechanical Impact	None
Sensitivity to Static Discharge	None

Protective Equipment and Precautions for Firefighters

As in any fire, wear self-contained breathing apparatus pressure- demand MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment, and Emergency Procedures

Personal Precautions: Ensure adequate ventilation. Avoid contact with skin, eyes and clothing. Use personal protective equipment.

Environmental Precautions

Environmental Precautions: See Section 12 for additional Ecological Information

Methods and Materials for Containment and Cleaning Up

Methods for Containment: Prevent further leakage or spillage if safe to do so.
Methods for Cleaning Up: Dam up. Soak up with inert absorbent material. Pick up and transfer to properly labeled containers. Clean contaminated surface thoroughly.

7. HANDLING AND STORAGE

Precautions for Safe Handling

Handling: Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes, and clothing. Wear personal protective equipment. Avoid breathing vapors or mists. Do not eat, drink, or smoke when using this product. Wash thoroughly after handling.

Conditions for Safe Storage, Including Any Incompatibilities

Storage: Keep container tightly closed
Incompatible Products: Strong oxidizing agents. Acids.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Control Parameters**Exposure Guidelines**

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Limestone 1317-65-3	-	TWA: 15 mg/m ³ TWA: 5 mg/m ³ (vacated) TWA: 15 mg/m ³ (vacated) TWA: 5 mg/m ³	TWA: 5 mg/m ³ respirable dust TWA 10 mg/m ³ total dust
Asphalt 8052-42-4	TWA: 0.5 mg/m ³ benzene soluble aerosol fume, inhalable fraction	-	Ceiling: 5 mg/m ³ fume 15 min.
Quartz 14808-60-7	TWA: 0.025 mg/m ³ respirable fraction	30/(%SiO ₂ +2) mg/m ³ TWA, Total Dust; 250/(%SiO ₂ +5) mppcf TWA, respirable fraction; 10/(%SiO ₂ +2) mg/m ³ TWA, respirable TWA: 0.1 mg/m ³ (vacated)	IDLH: 50 mg/m ³ respirable dust TWA: 0.05 mg/m ³ respirable dust
Kaolin 1332-58-7	-	TWA: 15 mg/m ³ total dust TWA: 5 mg/m ³ respirable fraction (vacated) TWA: 10 mg/m ³ total dust (vacated) TWA 5 mg/m ³ respirable fraction	TWA: 15 mg/m ³ total dust TWA: 5 mg/m ³ respirable dust
Bentonite 1302-78-9	TWA 1 mg/m ³ respirable fraction	-	-

Appropriate Engineering Controls

Engineering Measures: Showers
Eyewash Stations
Ventilation Systems

Individual Protection Measures, such as Personal Protective Equipment

Eye/Face Protection: If splashes are likely to occur, wear: Safety glasses with side shields.
Skin and Body Protection: Impervious gloves.
Respiratory Protection: No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State: Liquid
Odor: Asphaltic

Appearance: Black
Odor Threshold: No Information Available

Property	Values	Remarks/Method
pH	No data available	None known
Melting Point/Range	No data available	None known
Boiling Point/Boiling Range	100° C	None known
Flash Point	Not applicable	None known
Evaporation Rate	No data available	None known
Flammability (solid, gas)	No data available	None known
Flammability Limits in Air		
Upper flammability limit	No data available	
Lower flammability limit	No data available	
Vapor Pressure	No data available	None known
Vapor Density	No data available	None known
Specific Density	1.20-1.45 @ 77 F	None known
Water Solubility	Easily dispersible	None known
Solubility in other solvents	No data available	None known
Partition coefficient: n-octanol/water	No data available	None known
Autoignition Temperature	No data available	None known
Decomposition Temperature	No data available	None known
Viscosity	No data available	None known

Flammable Properties Not Flammable
Explosive Properties No data available
Oxidizing Properties No data available
VOC Content Less than 15 g/l

10. STABILITY AND REACTIVITY

Reactivity: No data available
Chemical Stability: Stable under recommended storage conditions.
Possibility of Hazardous Reactions: None under normal processing.
Hazardous Polymerization: Hazardous polymerization does not occur.
Conditions to Avoid: None known
Incompatible Materials: Strong oxidizing agents. Acids.
Hazardous Decomposition Products: Carbon Monoxide (CO), Carbon Dioxide (CO₂), Hydrogen Sulfide, Nitrogen Dioxide

11. TOXICOLOGICAL INFORMATION

Information on Likely Routes of Exposure

Product Information

Inhalation: May cause irritation of respiratory tract.
Eye Contact: Contact with eyes may cause irritation.
Skin Contact: May cause irritation.
Ingestion: Ingestion may cause stomach discomfort.

Chemical Name	LD50 Oral	LD50 Dermal	LD50 Inhalation
Asphalt	5000 mg/kg (Rat)	>2000 mg/kg (Rabbit)	-
Quartz	500 mg/kg (Rat)		
Bentonite	>5000 mg/kg (Rat)	-	-

Symptoms Related to the Physical, Chemical, and Toxicological Characteristics

Symptoms: No information available.

Delayed and Immediate Effects and also Chronic Effects from Short and Long Term Exposure

Sensitization: No information available.
Mutagenic Effects: No information available.
Carcinogenicity: The table below indicates whether each agency has listed any ingredient as a carcinogen. The IARC, NTP, and OSHA do not list asphalt as a carcinogen. In general, the oxidation of polycyclic aromatic hydrocarbons destroys their carcinogenic potential. Petroleum asphalt, shale oil asphalts, and coal tars show distinct variation in their relative carcinogenicity for experimental animals. This product contains crystalline silica (quartz) in a non-respirable form. Inhalation of crystalline silica is unlikely to occur from exposure to this product.

Chemical Name	ACGIH	IARC	NTP	OSHA
Asphalt	A3	Group 2B	Reasonably Anticipated	X
Quartz	A2	Group 1	Known	X

ACGIH: (American Conference of Governmental Industrial Hygienists)

A3 – Animal Carcinogen

A2 – Suspected Human Carcinogen

IRAC: (International Agency for Research on Cancer)

Group 2B – Possibly Carcinogenic to Humans

Group 1 – Carcinogenic to Humans

NTP: (National Toxicity Program)

Reasonably Anticipated – Reasonably Anticipated to be a Human Carcinogen

Known – Known Human Carcinogen

OSHA: (Occupational Safety & Health Administration)

X – Present

Reproductive Toxicity: No information available.
STOT - Single Exposure: No information available.
STOT – Repeated Exposure: No information available.
Aspiration Hazard: No information available.

Numerical Measures of Toxicity – Product

The following values are calculated based on Chapter 3.1 of the GHS document

LD50 Oral: 12542 mg/kg; Acute toxicity estimate
LD50 Dermal: 6181 mg/kg; Acute toxicity estimate

12. ECOLOGICAL INFORMATION

Ecotoxicity

The environmental impact of this product has not been fully investigated.

Chemical Name	Toxicity to Algae	Toxicity to Fish	Toxicity to Microorganisms	Daphnia Magna (Water Flea)
Bentonite 1302-78-9		LC50 96 h: 8.0-19.0 g/L (Salmo gairdneri) LC50 96 h: = 19000 mg/L static (Oncorhynchus mykiss)		

Persistence and Degradability: No information available.
Bioaccumulation

Chemical Name	Log Pow
Asphalt	6.006

Other Adverse Effects: No information available.

13. DISPOSAL CONSIDERATIONS

Waste Disposal Methods: This material, as supplied, is not a hazardous waste according to Federal regulations (40 CFR 261). This material could become a hazardous waste if it is mixed with or otherwise comes in contact with a hazardous waste, if chemical additions are made to this material, or if the material is processed or otherwise altered. Consult 40 CFR 261 to determine whether the altered material is a hazardous waste. Consult the appropriate state, regional, or local regulations for additional requirements.

Contaminated Packaging: Do not re-use empty containers.

14. TRANSPORTATION INFORMATION

DOT: Not regulated.

15. REGULATORY INFORMATION

International Inventories

TSCA – Complies

DSL/NDSL – Complies

Legend

TSCA – United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL – Canadian Domestic Substances List/Non-Domestic Substances List

U.S. Federal Regulations

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372:

Chemical Name	CAS Number	Weight %	SARA 313 – Threshold Values %
Asphalt	8052-42-4	20-40	0.1

SARA 311/312 Hazard Categories

Acute Health Hazard	No
Chronic Health Hazard	No
Fire Hazard	No
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

Clean Water Act

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific requirements at the local, regional, or state level pertaining to releases of this material.

U.S. State Regulations**California Proposition 65:**

Chemical Name	CAS Number	California Prop. 65
Quartz	14808-60-7	Carcinogen

U.S. State Right-To-Know Regulations

"X" designates that the ingredients are listed on the state right to know list.

Chemical Name	New Jersey	Massachusetts	Pennsylvania	Illinois	Rhode Island
Limestone	X	X	X		X
Asphalt	X	X	X		X
Quartz	X	X	X	-	X
Kaolin	X	X	X		X

U.S. EPA Label Information

EPA Pesticide Registration Number: Not applicable

16. OTHER INFORMATION

<u>NFPA</u>	Health Hazard: 1	Flammability: 0	Instability: 0	Physical and Chemical Hazards-
<u>HMIS</u>	Health Hazard: 1	Flammability: 0	Physical Hazard: 0	Personal Protection: X

Revision Date: 17-August-2022

Revision Note: Supersedes 12-October-2021

General Disclaimer

The information provided on this SDS is correct to the best of our knowledge, information, and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text.



SAFETY DATA SHEET

Issuing Date 13-Oct-2016

Revision Date 3-Aug-2018

Revision Number 1

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY/UNDERTAKING

GHS Product Identifier

Product Name: Polymer Modified MasterSeal Ultra

Other Means of Identification

Product Code(s): S1093

Synonyms: None

Recommended Use of the Chemical and Restrictions on Use

Recommended Use: No Information Available

Uses Advised Against: No information Available

Supplier Address

SealMaster
Locations Nationwide
www.sealmaster.net
1-800-341-7325

Manufacturer Address

SealMaster
Locations Nationwide
www.sealmaster.net
1-800-341-7325

Emergency Telephone Number

Chemtrec 1-800-424-9300

2. HAZARDS IDENTIFICATION

Classification

This chemical is not considered hazardous according to the OSHA Hazard Communication Standard 2012 (29 CFR 1910.1200).

GHS Label Elements, Including Precautionary Statements

Emergency Overview

Signal Word	Warning
	• Harmful if swallowed • May cause skin irritation
Appearance: Black	Physical State: Liquid
Odor: Asphaltic	

Precautionary Statements

Prevention

General Advice

Storage

Disposal

Inhalation:

Eye Contact:

Skin Contact:

Ingestion:

•None

• Keep container tightly closed

• Dispose of material/containers in accordance with the appropriate state, regional, or local regulations.

May cause irritation of respiratory tract.

Contact with eyes may cause irritation.

May cause irritation.

Ingestion may cause stomach discomfort.

Hazard Not Otherwise Classified (HNOC)

Not applicable

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS Number	Weight %	Trade Secret
Limestone	1317-65-3	20-40	*
Asphalt	8052-42-4	20-40	*
Quartz	14808-60-4	<20	*
Kaolin	1332-58-7	<10	*
Bentonite	1302-78-9	<10	*

*The exact percentage of composition has been withheld as a trade secret.

4. FIRST AID MEASURES

Description of Necessary First-Aid Measures

Eye Contact	Rinse thoroughly with plenty of water, also under the eyelids. If symptoms persist, call a physician.
Skin Contact	Wash off immediately with soap and plenty of water. In the case of skin irritation or allergic reactions, see a physician.
Inhalation	Move to fresh air. If symptoms persist, call a physician.
Ingestion	Drink plenty of water. Do NOT induce vomiting. Never give anything by mouth to an unconscious person. Consult a physician if necessary.

Most Important Symptoms/Effects, Acute and Delayed

Most Important Symptoms/Effects No information available

Indication of Immediate Medical Attention and Special Treatment Needed, If Necessary

Notes to Physician Treat Symptomatically. May cause sensitization by skin contact.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media

Carbon Dioxide (CO₂). Dry Chemical. Foam. Water Fog.

Unsuitable Extinguishing Media CAUTION: Use of water spray when fighting fire may be inefficient.

Specific Hazards Arising from the Chemical

No information available

Explosion Data

Sensitivity to Mechanical Impact	None
Sensitivity to Static Discharge	None

Protective Equipment and Precautions for Firefighters

As in any fire, wear self-contained breathing apparatus pressure- demand MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment, and Emergency Procedures

Personal Precautions: Ensure adequate ventilation. Avoid contact with skin, eyes and clothing. Use personal protective equipment.

Environmental Precautions

Environmental Precautions: See Section 12 for additional Ecological Information

Methods and Materials for Containment and Cleaning Up

Methods for Containment:	Prevent further leakage or spillage if safe to do so.
Methods for Cleaning Up:	Dam up. Soak up with inert absorbent material. Pick up and transfer to properly labeled containers. Clean contaminated surface thoroughly.

7. HANDLING AND STORAGE

Precautions for Safe Handling

Handling:	Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes, and clothing. Wear personal protective equipment. Avoid breathing vapors or mists. Do not eat, drink, or smoke when using this product. Wash thoroughly after handling.
------------------	---

Conditions for Safe Storage, Including Any Incompatibilities

Storage: Keep container tightly closed
Incompatible Products: Strong oxidizing agents. Acids.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION**Control Parameters
Exposure Guidelines**

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Limestone 1317-65-3	-	TWA: 15 mg/m ³ TWA: 5 mg/m ³ (vacated) TWA: 15 mg/m ³ (vacated) TWA: 5 mg/m ³	TWA: 5 mg/m ³ respirable dust TWA 10 mg/m ³ total dust
Asphalt 8052-42-4	TWA: 0.5 mg/m ³ benzene soluble aerosol fume, inhalable fraction	-	Ceiling: 5 mg/m ³ fume 15 min.
Quartz 14808-60-7	TWA: 0.025 mg/m ³ respirable fraction	30/(%SiO ₂ +2) mg/m ³ TWA, Total Dust; 250/(%SiO ₂ +5) mppcf TWA, respirable fraction; 10/(%SiO ₂ +2) mg/m ³ TWA, respirable TWA: 0.1 mg/m ³ (vacated)	IDLH: 50 mg/m ³ respirable dust TWA: 0.05 mg/m ³ respirable dust
Kaolin 1332-58-7	-	TWA: 15 mg/m ³ total dust TWA: 5 mg/m ³ respirable fraction (vacated) TWA: 10 mg/m ³ total dust (vacated) TWA 5 mg/m ³ respirable fraction	TWA: 15 mg/m ³ total dust TWA: 5 mg/m ³ respirable dust
Bentonite 1302-78-9	TWA 1 mg/m ³ respirable fraction	-	-

Appropriate Engineering Controls

Engineering Measures: Showers
Eyewash Stations
Ventilation Systems

Individual Protection Measures, such as Personal Protective Equipment

Eye/Face Protection: If splashes are likely to occur, wear: Safety glasses with side shields.
Skin and Body Protection: Impervious gloves.
Respiratory Protection: No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES**Information on Basic Physical and Chemical Properties**

Physical State: Liquid
Odor: Asphaltic

Appearance: Black
Odor Threshold: No Information Available

Property	Values	Remarks/Method
pH	No data available	None known
Melting Point/Range	No data available	None known
Boiling Point/Boiling Range	100° C	None known
Flash Point	No data available	None known
Evaporation Rate	No data available	None known
Flammability (solid, gas)	No data available	None known
Flammability Limits in Air		
Upper flammability limit	No data available	
Lower flammability limit	No data available	
Vapor Pressure	No data available	None known
Vapor Density	No data available	None known
Specific Density	1.08-1.32 @ 77 F	None known
Water Solubility	Easily dispersible	None known
Solubility in other solvents	No data available	None known
Partition coefficient: n-octanol/water	No data available	None known
Autoignition Temperature	No data available	None known
Decomposition Temperature	No data available	None known
Viscosity	No data available	None known

Flammable Properties	Not Flammable
Explosive Properties	No data available
Oxidizing Properties	No data available
VOC Content	Less than 15 g/l

10. STABILITY AND REACTIVITY

Reactivity:	No data available
Chemical Stability:	Stable under recommended storage conditions.
Possibility of Hazardous Reactions:	None under normal processing.
Hazardous Polymerization:	Hazardous polymerization does not occur.
Conditions to Avoid:	None known
Incompatible Materials:	Strong oxidizing agents. Acids.
Hazardous Decomposition Products:	Carbon Monoxide (CO), Carbon Dioxide (CO ₂), Hydrogen Sulfide, Nitrogen Dioxide

11. TOXICOLOGICAL INFORMATION

Information on Likely Routes of Exposure

Product Information

Inhalation:	May cause irritation of respiratory tract.
Eye Contact:	Contact with eyes may cause irritation.
Skin Contact:	May cause irritation.
Ingestion:	Ingestion may cause stomach discomfort.

Chemical Name	LD50 Oral	LD50 Dermal	LD50 Inhalation
Asphalt	5000 mg/kg (Rat)	>2000 mg/kg (Rabbit)	-
Quartz	500 mg/kg (Rat)		
Bentonite	>5000 mg/kg (Rat)	-	-

Symptoms Related to the Physical, Chemical, and Toxicological Characteristics

Symptoms:	No information available.
------------------	---------------------------

Delayed and Immediate Effects and also Chronic Effects from Short and Long Term Exposure

Sensitization:	No information available.
Mutagenic Effects:	No information available.
Carcinogenicity:	The table below indicates whether each agency has listed any ingredient as a carcinogen. The IARC, NTP, and OSHA do not list asphalt as a carcinogen. In general, the oxidation of polycyclic aromatic hydrocarbons destroys their carcinogenic potential. Petroleum asphalt, shale oil asphalts, and coal tars show distinct variation in their relative carcinogenicity for experimental animals. This product contains crystalline silica (quartz) in a non-respirable form. Inhalation of crystalline silica is unlikely to occur from exposure to this product.

Chemical Name	ACGIH	IARC	NTP	OSHA
Asphalt	A3	Group 2B	Reasonably Anticipated	X
Quartz	A2	Group 1	Known	X

ACGIH: (American Conference of Governmental Industrial Hygienists)

A3 – Animal Carcinogen

A2 – Suspected Human Carcinogen

IRAC: (International Agency for Research on Cancer)

Group 2B – Possibly Carcinogenic to Humans

Group 1 – Carcinogenic to Humans

NTP: (National Toxicity Program)

Reasonably Anticipated – Reasonably Anticipated to be a Human Carcinogen

Known – Known Human Carcinogen

OSHA: (Occupational Safety & Health Administration)

X – Present

Reproductive Toxicity:	No information available.
STOT - Single Exposure:	No information available.
STOT – Repeated Exposure:	No information available.
Aspiration Hazard:	No information available.

Numerical Measures of Toxicity – Product

The following values are calculated based on Chapter 3.1 of the GHS document

LD50 Oral:	12542 mg/kg; Acute toxicity estimate
LD50 Dermal	6181 mg/kg; Acute toxicity estimate

12. ECOLOGICAL INFORMATION

Ecotoxicity

The environmental impact of this product has not been fully investigated.

Chemical Name	Toxicity to Algae	Toxicity to Fish	Toxicity to Microorganisms	Daphnia Magna (Water Flea)
Bentonite 1302-78-9		LC50 96 h: 8.0-19.0 g/L (Salmo gairdneri) LC50 96 h: = 19000 mg/L static (Oncorhynchus mykiss)		

Persistence and Degradability: No information available.
Bioaccumulation

Chemical Name	Log Pow
Asphalt	6.006

Other Adverse Effects: No information available.

13. DISPOSAL CONSIDERATIONS

Waste Disposal Methods: This material, as supplied, is not a hazardous waste according to Federal regulations (40 CFR 261). This material could become a hazardous waste if it is mixed with or otherwise comes in contact with a hazardous waste, if chemical additions are made to this material, or if the material is processed or otherwise altered. Consult 40 CFR 261 to determine whether the altered material is a hazardous waste. Consult the appropriate state, regional, or local regulations for additional requirements.

Contaminated Packaging: Do not re-use empty containers.

14. TRANSPORTATION INFORMATION

DOT: Not regulated

15. REGULATORY INFORMATION

International Inventories

TSCA – Complies

DSL/NDSL – Complies

Legend

TSCA – United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL – Canadian Domestic Substances List/Non-Domestic Substances List

U.S. Federal Regulations

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372:

Chemical Name	CAS Number	Weight %	SARA 313 – Threshold Values %
Asphalt	8052-42-4	20-40	0.1

SARA 311/312 Hazard Categories

Acute Health Hazard	No
Chronic Health Hazard	No
Fire Hazard	No
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

Clean Water Act

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific requirements at the local, regional, or state level pertaining to releases of this material.

U.S. State Regulations**California Proposition 65:**

Chemical Name	CAS Number	California Prop. 65
Quartz	14808-60-7	Carcinogen

U.S. State Right-To-Know Regulations

"X" designates that the ingredients are listed on the state right to know list.

Chemical Name	New Jersey	Massachusetts	Pennsylvania	Illinois	Rhode Island
Limestone	X	X	X		X
Asphalt	X	X	X		X
Quartz	X	X	X	-	X
Kaolin	X	X	X		X

U.S. EPA Label Information

EPA Pesticide Registration Number: Not applicable

16. OTHER INFORMATION

<u>NFPA</u>	Health Hazard: 1	Flammability: 0	Instability: 0	Physical and Chemical Hazards-
<u>HMIS</u>	Health Hazard: 1	Flammability: 0	Physical Hazard: 0	Personal Protection: X

Revision Date: 3-Aug-2018

Revision Note: No information available.

General Disclaimer

The information provided on this SDS is correct to the best of our knowledge, information, and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text.

PRODUCT DESCRIPTION & BENEFITS

SealMaster Coal Tar Ultra Pavement Sealer is a clay-stabilized, fuel resistant coal tar emulsion pavement sealer designed to protect and beautify asphalt pavement. Coal Tar Ultra is a ready to apply material that is factory blended with water, aggregate and polymer, providing a highly durable slip-resistant coating.

USES

SealMaster Coal Tar Ultra is ideal for protecting and beautifying all types of pavement surfaces including parking lots, shopping malls, airports, driveways, roadways and more.

Physical Requirements of SealMaster Coal Tar Ultra		
Property	Characteristics	
	MIN	MAX
Residue by Evaporation, %	40	-
Water Content, %	-	60
Aggregate Content, %	10	50
Ash Content of Residue, %	40	-
Solubility of Residue in CS ₂ , %	20	-
Resistance to Volatillization, Residue Weight Loss, %	-	10
Drying Time, Firm Set, hours	-	8
Uniformity	No seperation, coagulation, or settlement that cannot be overcome by moderate stirring - PASS	
Wet Film Continuity	Uniform homogenous consistency - PASS	
Resistance to Heat	No blistering, sagging or slipping - PASS	
Resistance to Kerosene	No loss of adhesion or penetration. No softening of the film - PASS	
Resistance to Water	No loss of adhesion and no blistering or tendency to re-emulsify - PASS	
Flexibility	No flaking, cracking, or loss of adhesion to the substrate - PASS	
P-625 Fuel Resistance Test	Evaluation of fuel resistance - PASS	
P-630 Fuel Resistance Test	Evaluation of fuel resistance - PASS	
P-631 Fuel Resistance Test	Evaluation of fuel resistance - PASS	

ESTIMATING MATERIAL REQUIREMENTS

One gallon of SealMaster Coal Tar Ultra will cover approximately 70 - 82 square feet per gallon per coat (7.75 – 9.1 square yards per gallon per coat).

APPLICATION RATE

Apply Coal Tar Ultra at a rate of 70 – 82 square feet per gallon per coat (7.75 – 9.1 square yards per gallon per coat). Application rates may vary due to pavement porosity and method of application.

PERFORMANCE CHARACTERISTICS

SealMaster Coal Tar Ultra consists of SealMaster Cold Tar Concentrate meeting ASTM D5727 specifications plus water, sand and polymer that is factory blended.

SURFACE PREPARATIONS

Surface must be clean and free from loose material and dirt. Cracks should be filled with SealMaster Cold or Hot-Applied Crack Filling Materials. Oil stains should be cleaned and primed with SealMaster Oil Spot Primer.

APPLICATION EQUIPMENT

SealMaster Coal Tar Ultra shall be applied by mechanical squeegee/brush equipment or spray equipment capable of spraying coatings with sand. Equipment shall have continuous agitation or mixing capabilities to maintain homogeneous consistency of mixed material throughout the application process. Truck mount or self-propelled squeegee/brush equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of SealMaster Coal Tar Ultra into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

MIXING PROCEDURES

Mix SealMaster Coal Tar Ultra thoroughly before applying. If needed, a small amount of water may be added to facilitate application.

APPLICATION PROCEDURES

For optimum performance and durability apply a minimum of two coats of SealMaster Coal Tar Ultra. A third coat may be applied to high traffic areas such as parking lot entrances, exits and drive lanes for added durability. Allow each coat to dry thoroughly before applying successive coats. Allow final coat to dry for 24 hours prior to opening to vehicle traffic.

APPLICATION WEATHER CONDITIONS

SealMaster Coal Tar Ultra shall not be applied when temperature is expected to drop below 50° F during application and for a period of at least 24 hours after application. Do not apply if rain is imminent or forecast within 12 hours.

LINE STRIPING AND TRAFFIC MARKINGS

Use SealMaster Traffic Paints for line striping and traffic markings.

PACKAGING AND AVAILABILITY

SealMaster Coal Tar Ultra is available for plant pick up or bulk tanker load quantities. SealMaster Coal Tar

SEALMASTER COAL TAR ULTRA***Pavement Sealer***

Factory Blended with Water, Aggregate
wand Polymer Additive

SMT-151**REVISED 08/02/18**

Ultra is supported by a national network of SealMaster manufacturing and distribution facilities along with a national network of qualified applicators.

WARRANTY AND DISCLAIMER

The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.



Phone: 1-800-395-7325

www.sealmaster.net

PRODUCT DESCRIPTION

LIQUID ROAD ULTRA PAVEMENT SEALER FOR ROADS is a polymer-modified, fiber reinforced asphalt emulsion coating that contains specifically graded aggregate and is applied to bituminous pavement surfaces. Liquid Road Ultra is a ready to apply material that is factory blended with aggregate. Liquid Road Ultra is a highly durable, slip-resistant surface treatment that greatly extends pavement service life. Liquid Road Ultra Pavement Sealer meets ASTM D8099/D8099M-17 Standard Specification for Asphalt Emulsion Pavement Sealer.

USES

Liquid Road Ultra is ideal for protecting and beautifying all types of pavement surfaces including Roads, Streets, Parking Lots, Shopping Malls, Driveways, Roadways and more. This particular specification pertains to Liquid Road Ultra application on Roads and Streets. (For application on parking lots, see SMT-155)

ESTIMATING MATERIAL REQUIREMENTS

One gallon of Liquid Road Ultra for application on Roads and Streets will cover approximately 20-25 square feet per coat (2.22-2.77 square yards per coat). Multi-coat application is recommended for optimum durability (See APPLICATION PROCEDURES below).

APPLICATION RATE

Apply Liquid Road Ultra for applications on Roads and Streets at a rate of 20-25 square feet per gallon per coat (2.22-2.77 square yards per gallon per coat). Application rates may vary due to pavement porosity and method of application.

PERFORMANCE CHARACTERISTICS

Table 1 - Physical Requirements Of Liquid Road Ultra For Road Application		
ASTM	Test Description	Result
D2939-8	Residue by Evaporation, %	45-65%
E303	Measuring Surface Frictional Properties- British Pendulum Tester	Min. 60 BPN
E274	Locked Wheel Skid Testing	> 30 SN
D4060	Abrasion Resistance- Taber Abraser Dry Method	< 1% Loss
D3910-6.4	Wet Track Abrasion Test	< 25g/ft ² Loss
D5	Penetration of Bituminous Materials-Base Asphalt	12-45 Pen
D113	Ductility of Bituminous Materials-Base Asphalt	5-15 cm
Std. %	Percent Polymer Solids to Asphalt by wt.	3% min.
E70	PH of Aqueous Solutions with Glass Electrodes	6-10 PH
D6378	Vapor Pressure (VPX), mm Hg @ 25° C (77° F)	22-26 mm Hg
D36	Softening Point of Emulsion Residue (Ring and Ball Apparatus)	> 200° F
D93	Flash Point of Liquid Emulsion	> 450° F

D562	Viscosity using a Stormer-Type Viscometer	60-110 KU
D870	Water Resistance of Coatings using Water Immersion	No Delamination
D6904	Resistance to Wind-Driven Rain	No Delamination
D4585	Water Resistance of Coatings Using Controlled Condensation	No Delamination
D1735	Water Resistance of Coatings Using Water Fog Apparatus	No Delamination
D2247	Water Resistance of Coatings in 100% Relative Humidity	No Delamination
D4541	Adhesion Strength over Asphalt Pavement	> 200 PSI
D2939-7	Weight per Gallon	10-12 lbs./gal
D2939-13	Drying Time- 50% humidity, 73.4 ± 3.6°F	2-6 Hrs.
D2939-14	Resistance to Heat- No Blistering, sagging or slipping	PASS
D2939-15	Resistance to water- No softening, delamination or re-emulsification	PASS
D2939-16	Flexibilty- No Cracking or Delamination	PASS
D2939-26	Resistance to Impact- No Chipping, Cracking or Delamination	PASS
D2939-27	Resistance to Impact After Accelerated Weathering	PASS
D4799	QUV UV Aging-1,000 Hours	No Color Fade
D3359	Measuring Adhesion by Tape- No More than a Trace of Peeling	PASS
Volatile Organic Compounds	Determination of Volatile Organic Compounds (VOC) in various Coatings	< 10 g/l
PAH Content (Percentage)	Polycyclic Aromatic Hydrocarbon Content (Percentage)	Less than one-tenth of 1% (< .10%)
D2939-5	Uniformity	PASS
D2939-22	Wet Film Continuity	PASS
D95	Water Content, %	35-55%
D2939-10	Ash Content of Residue, %	60-68%

SURFACE PREPARATIONS

Surface must be clean and free from loose material and dirt. Cracks should be filled with SealMaster Cold or Hot-Applied Crack Filling Materials. Oil stains should be cleaned and primed with SealMaster Oil Spot Primer.

APPLICATION EQUIPMENT

Liquid Road Ultra for Roads shall be applied by mechanical squeegee and or brush equipment. Equipment shall have continuous agitation or mixing capabilities to maintain homogeneous consistency of mixed material throughout the application process. Truck mount or self-propelled squeegee/brush equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of Liquid Road Ultra into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

LIQUID ROAD ULTRA

For Application on Roads

Factory Blended with Aggregate

SMT-156**REVISED 10/21/21****MIXING PROCEDURES**

Mix Liquid Road Ultra thoroughly before applying. If needed, a small amount of water may be added to facilitate application.

APPLICATION PROCEDURES

To achieve optimum performance and the desired results for Liquid Road Ultra, it is important to follow proper application procedures. The following two coat process is recommended for optimum performance and durability:

1. Apply, by squeegee application, the first coat of Liquid Road Ultra at a rate of 20-25 square feet (2.22-2.77 square yards) per gallon. Allow first coat to dry thoroughly before applying the second coat.
2. Apply, by squeegee application, the second coat of Liquid Road Ultra at a rate of 20-25 square feet (2.22-2.77 square yards) per gallon. Allow second coat to dry thoroughly before opening to traffic.

APPLICATION WEATHER CONDITIONS

Liquid Road Ultra shall not be applied when temperature is expected to drop below 50° F during application and for a period of at least 24 hours after application. Do not apply if rain is imminent or forecast within 12 hours.

LINE STRIPING AND TRAFFIC MARKINGS

Use SealMaster Traffic Paints for line striping and traffic markings.

PACKAGING AND AVAILABILITY

Liquid Road Ultra is available for plant pick up or bulk tanker load quantities. Liquid Road Ultra is supported by a national network of SealMaster manufacturing and distribution facilities along with a national network of qualified applicators.

WARRANTY AND DISCLAIMER

The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.



Phone: 1-800-395-7325

www.sealmaster.net

PRODUCT DESCRIPTION & BENEFITS

Polymer-Modified MasterSeal (PMM) Ultra Pavement Sealer is an environmentally friendly mineral filled asphalt emulsion pavement sealer blended with polymers and special surfactants for superior adhesion, flexibility and durability. PMM Ultra is a higher solids, faster drying pavement sealer designed to beautify and protect asphalt pavement. PMM Ultra is a ready to apply material that is factory blended with aggregate. PMM Ultra meets ASTM D8099/D8099M-17 for Asphalt Emulsion Pavement Sealer. PMM Ultra also meets FAA Item P-623 specification for Emulsified Asphalt Spray Sealcoat.

USES

PMM Ultra is ideal for protecting and beautifying all types of pavement surfaces including parking lots, shopping malls, airports, driveways, roadways and more.

ESTIMATING MATERIAL REQUIREMENTS

One gallon of PMM Ultra will cover approximately 70 - 82 square feet per gallon per coat (7.75 – 9.1 square yards per gallon per coat).

APPLICATION RATE

Apply PMM Ultra at a rate of 70 – 82 square feet per gallon per coat (7.75 – 9.1 square yards per gallon per coat). Application rates may vary due to pavement porosity and method of application.

PERFORMANCE CHARACTERISTICS

Physical Properties Of Polymer-Modified Ultra		
ASTM	Test Description	Result
D5	Penetration of Bituminous Materials-Base Asphalt	12-45 Pen
D6937	Density of Emulsified Asphalt	1,000 -1300 g/l
D113	Ductility of Bituminous Materials-Base Asphalt	5-15 cm
Std. %	Percent Polymer Solids to Asphalt by wt.	2% min.
E70	PH of Aqueous Solutions with Glass Electrodes	6-10 PH
D6378	Vapor Pressure (VPX), mm Hg @ 25° C (77° F)	22-26 mm Hg
D36	Softening Point of Emulsion Residue (Ring and Ball Apparatus)	> 200° F
D93	Flash Point of Liquid Emulsion	> 450° F
D562	Viscosity using a Stormer-Type Viscometer	60-110 KU
D4060	Abrasion Resistance- Taber Abraser Dry Method	< 1% Loss
D522	Mandrel Bend Test of Attached Coatings	No Cracking
D870	Water Resistance of Coatings using Water Immersion	No Delamination
D6904	Resistance to Wind-Driven Rain	No Delamination

D4585	Water Resistance of Coatings Using Controlled Condensation	No Delamination
D1735	Water Resistance of Coatings Using Water Fog Apparatus	No Delamination
D2247	Water Resistance of Coatings in 100% Relative Humidity	No Delamination
D4541	Adhesion Strength over Asphalt Pavement	> 200 PSI
D2939-5	Uniformity of Emulsified Bituminous Coatings	PASS
D2939-7	Weight per Gallon	10-11.5 lbs./gal
D2939-8	Residue by Evaporation, %	45-65%
D2939-10	Ash Content of Residue, %	60-75%
D2939-26	Resistance to Impact- No Chipping, Cracking or Delamination	PASS
D3910-6.4	Wet Track Abrasion Test	< 5 g/ft² Loss
D2939-22	Wet Film Continuity	PASS
D95	Water Content, %	35-55%
D2939-13	Drying Time- 50% humidity, 73.4 ± 3.6°F	2-6 Hrs.
D2939-14	Resistance to Heat- No Blistering, sagging or slipping	PASS
D2939-15	Resistance to water- No softening, delamination or re-emulsification	PASS
D2939-16	Flexibility- No Cracking or Delamination	PASS
D2939-25	Resistance to Kerosine (Fuel Resistance)	PASS
D2939-26	Resistance to Impact- No Chipping, Cracking or Delamination	PASS
D2939-27	Resistance to Impact After Accelerated Weathering	PASS
D3359	Measuring Adhesion by Tape- No More than a Trace of Peeling	PASS
Volatile Organic Compounds	Determination of Volatile Organic Compounds (VOC) in various Coatings	< 10 g/l
PAH Content (Percentage)	Polycyclic Aromatic Hydrocarbon Content (Percentage)	Less than one-tenth of 1% (< .10%)

SURFACE PREPARATIONS

Surface must be clean and free from loose material and dirt. Cracks should be filled with SealMaster Cold or Hot-Applied Crack Filling Materials. Oil stains should be cleaned and primed with SealMaster Oil Spot Primer.

APPLICATION EQUIPMENT

PMM Ultra shall be applied by mechanical squeegee/ brush equipment or spray equipment capable of spraying coatings with sand. Equipment shall have continuous agitation or mixing capabilities to maintain homogeneous consistency of mixed material throughout the application process. Truck mount or self-propelled squeegee/brush equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of PMM Ultra into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality

**POLYMER-MODIFIED
MASTERSEAL (PMM) ULTRA
PAVEMENT SEALER***Factory Blended with Aggregate***SMT-154****REVISED 03/17/20**

prohibits the use of mechanized equipment.

MIXING PROCEDURES

Mix PMM Ultra thoroughly before applying. If needed, a small amount of water may be added to facilitate application.

APPLICATION PROCEDURES

For optimum performance and durability apply a minimum of two coats of PMM Ultra. A third coat may be applied to high traffic areas such as parking lot entrances, exits and drive lanes for added durability. Allow each coat to dry thoroughly before applying successive coats. Allow final coat to dry for 24 hours prior to opening to vehicle traffic.

APPLICATION WEATHER CONDITIONS

PMM Ultra shall not be applied when temperature is expected to drop below 50° F during application and for a period of at least 24 hours after application. Do not apply if rain is imminent or forecast within 12 hours.

LINE STRIPING AND TRAFFIC MARKINGS

Use SealMaster Traffic Paints for line striping and traffic markings.

PACKAGING AND AVAILABILITY

PMM Ultra is available for plant pick up or bulk tanker load quantities. PMM Ultra is supported by a national network of SealMaster manufacturing and distribution facilities along with a national network of qualified applicators.

WARRANTY AND DISCLAIMER

The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.



Phone: 1-800-395-7325

www.sealmaster.net

AGENDA ITEM

Agenda Item 11.7.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey, Public Works Director

DATE: April 7, 2025

SUBJECT: Award of Purchase Order for Azalea Park Trail Materials

BACKGROUND:

RFB 2024-02 Pervious Rubber Pavement Material bid was awarded on the August 5, 2024, meeting to Play Space Services. A purchase order was also issued in the amount of \$31,420 at that time. This material was delayed, but after it was received, city crews worked on installing it in different ways, and it was decided to install it at 1.5 inches thick with a turn-down curb at the width of 5.8 feet, so where the turn-down curb was covered, the width would be 5.5 feet. The material we ordered was for a thinner application and not as wide, so more material will need to be ordered to complete the job.

DISCUSSION:

Staff would like to proceed with a second purchase order off the same bid for \$30,049.00 for Play Space Services, INC. Staff is doing its best to predict the remaining materials needed without ordering too much. We may need additional purchases of rubber mulch and binder, but believe we are close, and any additions would be for minor amounts falling within the amounts that would not require council action.

FINANCIAL IMPACT:

This amount falls within the amount we budgeted, which was \$160,000 last year for Azalea Park. A budget amendment will be needed as much of the budget that was scheduled to spend last year was not spent due to material delays.

RECOMMENDATION:

Staff recommend approval of the purchase order for \$30,049 to Play Space Services for Rubber and Binder for Azalea Park.

ATTACHMENT(S):

1. PO for Binder and Rubber for Azalea Park
2. RFB 2024-02 Play Space Services, Inc



3127 Skyway Circle # 101
Melbourne, FL. 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

PROPOSAL

Date: 6/27/2024

Proposal # 25175

Prepared for: Shawn Lindsey

Payment Terms: Net 30

Customer Phone:

Due Date 7/26/2024

Customer Fax:

Organization: City of Mary Esther
195 Christobal Rd N
Mary Esther, FL 32659

Ship To City of Mary Esther
195 Christobal Rd N
Mary Esther, FL 32659

Total Payment on Job

Proposal Valid for 30 days
from date on proposal

Scope of Services:

Sales Rep PB

DESCRIPTION	QTY	U/M	COST	TOTAL
Delivery and Supply of PIP Rubber Mulch Safety Surfacing: Jungle : 7800 Sq. Ft. at a depth of 1 in. Aromatic Binder.	1		31,420.00	31,420.00T
(Price based on Clay County 18/19-2)				
TOTAL: \$31,420.00			0.00	0.00
INCLUSIONS:			0.00	0.00
Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing.				
EXCLUSIONS:			0.00	0.00
Proposal does not include the following: prevailing wage differences, performance bonds, site damages for sprinkler systems and sod, and access to construction site, additional insurance, union fees, fall height testing, drainage, plans, engineered drawings.				
Items to be managed by customer unless otherwise stated in proposal:			0.00	0.00
- Site security and safety requirements while job is in progress.				
- Customer to provide 110 electrical power and water required for proper installation				
- All underground utilities be marked prior to installation.				
- Provide waste receptacle to accommodate construction debris.				
- Provide benchmark for required elevation to be established.				
- Complete site preparation , excavation and disposal of spoil.				
- Provide required permitting and administration.				
- Landscaping.				
- Masonry repairs.				

Subtotal

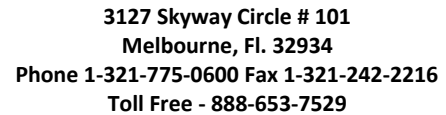
Sales Tax (0.00)

TOTAL

Signature: _____ Print Name/Title: _____ Date: _____ P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations, necessary per manufacturers specifications, conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutment hole so that installation can be completed over and above the charge for the original footer work.

Every effort is made to supply our customers the materials, equipment and structures as specified within this proposal. In the event of unforeseen circumstances, we reserve the right to substitute materials, equipment or structures which we deem equivalent. In these instances, the customer will be notified of the substitution.



Date: 6/27/2024

Proposal # 25175

Prepared for: Shawn Lindsey

Payment Terms: Net 30

Customer Phone:

Due Date 7/26/2024

Customer Fax:

Ship To **City of Mary Esther**
195 Christobal Rd N
Mary Esther, FL 32659

Organization: City of Mary Esther
195 Christobal Rd N
Mary Esther, FL 32659

Total Payment on Job

Proposal Valid for 30 days
from date on proposal

Scope of Services:

Sales Rep PB

In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Subtotal	\$31,420.00
-----------------	--------------------

Sales Tax (0.00)	\$0.00
-------------------------	---------------

TOTAL	\$31,420.00
--------------	--------------------

Signature: _____ ... Print Name/Title: _____ Date _____ P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations, necessary per manufacturers specifications, conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutment hole so that installation can be completed over and above the charge for the original footer work.

Every effort is made to supply our customers the materials, equipment and structures as specified within this proposal. In the event of unforeseen circumstances, we reserve the right to substitute materials, equipment or structures which we deem equivalent. In these instances, the customer will be notified of the substitution.

AGENDA ITEM

Agenda Item 11.8.

TO: Honorable Mayor and Members of the City Council

FROM: Dillon Morris, City Clerk

DATE: April 7, 2025

SUBJECT: Selection of Mayor Pro Tem

BACKGROUND:

The City Charter states that the Mayor Pro Tem shall be chosen by and from the members of the Council at the legislative meeting in April of each year to serve during the ensuing year.

DISCUSSION:

The Mayor and City Council should discuss candidates and select a Mayor Pro Tem to serve through March 2026.

FINANCIAL IMPACT:

There is no financial impact related to this matter.

RECOMMENDATION:

Motion to appoint _____ as Mayor Pro Tem.

ATTACHMENT(S):

AGENDA ITEM

Agenda Item 11.9.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: April 7, 2025

SUBJECT: City Clerk Performance Review

BACKGROUND:

Dillon Morris has reached his one-year anniversary as City Clerk. Consistent with City Council direction from the meeting on December 5, 2023, his performance was evaluated using the same tool as other department directors, with the removal of Item #5, Personnel Management, from his overall score due to the City Clerk's lack of supervisory responsibilities.

DISCUSSION:

Dillon received an overall score of 4.22/5.00. This score represents performance that "significantly exceeds performance standards and accountabilities". Throughout the year, Dillon demonstrated exceptional performance. He was a team player, supportive of the Mayor, City Council, staff, and public, and he contributed to a positive working environment. I was particularly impressed by his annual work plan and quarterly reports. His commitment to professional development is also commendable, as demonstrated by the progress he made toward his MPA degree and Certified Municipal Clerk (CMC) designation (36/60 educational and 4/50 experience credits).

FINANCIAL IMPACT:

If approved, the City Clerk will move from Step 1 to Step 2 on the pay schedule.

RECOMMENDATION:

Motion to approve the performance review for the City Clerk, as presented.

ATTACHMENT(S):

1. Draft Evaluation - Dillon Morris
2. Council Minutes - December 5, 2023



THE CITY of
Mary Esther
FLORIDA

Management-Employee Performance Evaluation

INSTRUCTIONS FOR COMPLETION

1. Employee completes the evaluation form and submits to Supervisor.
2. Supervisor completes the evaluation form.
3. Supervisor meets with the Assistant to the City Manager/Human Resource Manager for review and concurrence.
4. Supervisor meets with the Employee to discuss the evaluation.
5. Evaluation is signed by Supervisor, Employee, and City Manager.
6. Evaluation form is submitted to the Assistant to the City Manager/Human Resource Manager and placed in personnel file.



THE CITY of
Mary Esther
FLORIDA

Management-Employee Performance Evaluation

General Information	
Name (Last, First, MI): Morris, Dillon P.	
Department: City Clerk	Job Title: City Clerk
Evaluation Period: 03/13/25	Date of Review: 03/28/25
Purpose of Report (Circle One) ☐ Probationary ☐ Promotional ☒ Annual ☐ Six-Month	

Review each trait of the employee's performance in their current job for that period of time designated above. Assign a rating that best describes the employee's performance in that category. Explain your rating in the "Comment" section. Review the evaluation with the City Manager. Discuss the completed evaluation with the employee.

Levels of Performance

Codes: 1 = Unsatisfactory 2 = Needs Improvement 3 = Meets Expectations 4 = Excellent 5 = Outstanding

1. Serving the Public: Courtesy in dealing with the public and effectiveness in meeting public's needs.						
Employee:	1	2	3	4	5	3
Supervisor:	1	2	3	4	5	4

2. Planning and Organizing: Establishing a course of action, structuring or arranging resources, and setting priorities for self and others to accomplish specific goals. Demonstrated ability to plan, schedule work, set realistic goals, anticipate and prepare for future assignments, set logical priorities and uses time wisely.						
Employee:	1	2	3	4	5	4
Supervisor:	1	2	3	4	5	4



THE CITY of
Mary Esther
FLORIDA

Management-Employee Performance Evaluation

3. Leadership: Measurement of getting people to willingly work to accomplish an objective. Utilization of appropriate interpersonal styles and methods to guide individuals or groups toward effective employee development and counseling and sharing leadership when appropriate.

Employee: 1 2 3 4 5 3

Supervisor: 1 2 3 4 5 4

4. Oral and Written Communications: Expression of ideas orally and in writing, providing relevant and timely information to superiors, co-workers, subordinates and citizens; listening to and understanding others.

Employee: 1 2 3 4 5 3

Supervisor: 1 2 3 4 5 4

5. Personnel Management: Selecting, managing, motivating and developing employees, following prescribed personnel policies and practices, including equal employment opportunity. Effectiveness in utilization of personnel resources. The ability of delegating and regulating workflow.

Employee: 1 2 3 4 5 3

Supervisor: 1 2 3 4 5 3

6. Achieving Goals: Effective organizational management to achieve defined goals and objectives. Establish realistic goals for employees. Produce a reasonable volume of work on schedule, demonstrating accuracy, thoroughness and dependability.

Employee: 1 2 3 4 5 4

Supervisor: 1 2 3 4 5 5

7. Policy Development: The development and implementation of sound policy, which identifies and analyzes problems effectively and develops alternative solutions. This encompasses job knowledge, which includes depth, currency, and breadth.

Employee: 1 2 3 4 5 2

Supervisor: 1 2 3 4 5 3



THE CITY of
Mary Esther
FLORIDA

Management-Employee Performance Evaluation

8. Financial Management: Effective development and implementation of financial budgets and controls, operating within prescribed fiscal limits established for Town-wide operation, incorporating key costs control issues.						
Employee:	1	2	3	4	5	4
Supervisor:	1	2	3	4	5	5

9. Decision Making: Problem solving, judgment, timeliness and overall effectiveness in making and implementing sound decisions.						
Employee:	1	2	3	4	5	3
Supervisor:	1	2	3	4	5	4

10. Initiative/Motivation: Useful thinking, innovation and capacity for appropriate independent action. Encourages others to perform at their maximum ability and handle new tasks.						
Employee:	1	2	3	4	5	3
Supervisor:	1	2	3	4	5	5

Employee Score: 3.22/5.00

Supervisor Score: 4.22/5.00

Overall Rating: To Be Completed by Supervisor.

- ☐ 1.00-1.99 Performance unacceptable
- ☐ 2.00-2.99 Below expectations; requires some improvement
- ☐ 3.00-3.99 Consistently meets a standard level of performance; average overall performance
- ☒ 4.00-4.49 Significantly exceeds performance standards and accountabilities
- ☐ 4.50-5.00 Performance in this category is clearly exceptional; consistently exceeds requirements



THE CITY of
Mary Esther
FLORIDA

Management-Employee Performance Evaluation

Explain your rating in the "Comment" section. **Must be completed by Employee.**

Employee Comments:

For what I came into, I feel I am doing well this past year. I scored myself lower on policy development as I have not put much into policy, that is a goal this upcoming year. I feel I excel in planning and organizing, goal achievement, and financial management. All other categories I feel my performance has been satisfactory but not exemplary.

Explain your rating in the "Comment" section. **Must be completed by Supervisor.**

Supervisor Comments:

Dillon, you demonstrated exceptional performance during your first year as City Clerk. You are a team player, supportive of the Mayor, City Council, staff, public and contribute toward a positive working environment. I was particularly impressed by your annual work plan and quarterly reports. Your commitment to professional development is also commendable, as demonstrated by the progress you made toward your MPA degree and Certified Municipal Clerk (CMC) designation (36/60 educational and 4/50 experience credits).

Professional Development

List three employee strengths. **To be completed by Supervisor.**

1. Initiative: Created Excel databases for ordinances, resolutions, and cemetery records. Planned and executed successful Okaloosa County League of Cities quarterly dinner.
2. Achieving Goals: Removed 96 cubic feet of records eligible for destruction and completed 91 public records requests.
3. Financial Management: Successfully developed and managed the budgets for the City Clerk, Mayor and City Council programs.



THE CITY of
Mary Esther
FLORIDA

Management-Employee Performance Evaluation

List three areas for improvement. **To be completed by Supervisor.**

1. Policy Development: Expand your involvement in policy development to ensure your contributions are aligned with best practices and the city's strategic goals.
2. Decision-Making: Additional experience and education to solidify core competencies of the position and advance independent decision-making capabilities.
3. Communications: Substantially improved. Focus on tone and delivery to further strengthen your ability to build positive relationships and ensure clear understanding.

The employee's signature on the evaluation form acknowledges that it has been reviewed with him/her. If the employee disagrees with the evaluation, comments may be attached to the evaluation.

Employee Signature

Date

City Manager Signature

Date

FOR HUMAN RESOURCES USE ONLY

Next Review date: _____
Effective date: _____

Human Resources Manager Signature _____ Date _____

MOVER:	Councilmember April Sutton
SECOND:	Councilmember Janice Lipscomb
AYES:	Susan Coxwell, Bernie Oder, Janice Lipscomb, April Sutton
NAYS:	None

7.3. Amended Consent Order Penalty Project

Public Works Director Lindsey, mentioned that, per the amended FDEP consent order, the City was required to pay a penalty fee or complete another in-kind project. He requested approval for an in-kind project to install manhole covers. Public Works Director Lindsey mentioned he discussed the project with FDEP. While more expensive than the penalty fee, the project would help protect the sewer system from future overflows.

Mayor Stein called for a motion to submit an in-kind penalty project to FDEP for the purchase and installation of inflow protectors. A motion was made by Councilmember Oder, seconded by Councilmember Coxwell. The motion passed 4-0.

RESULT:	(0-0)
MOVER:	Councilmember Bernie Oder
SECOND:	Councilmember Susan Coxwell
AYES:	None
NAYS:	None

7.4. City Clerk Recruitment Process

City Manager Cobb stated that staff was looking for direction on filling the city clerk position, remarking that there were three topics that should be resolved.

Council remarked that the first item was hiring an interim city clerk. City Manager Cobb stated that existing staff could help with the duties of the position until filled; the previous city clerk trained the Administrative Coordinator, Dillon Morris, on the core duties of the position. Alternatively, the council could hire a contract interim city clerk.

The Council asked Dillon Morris if he felt comfortable with the interim duties. He stated that he was comfortable and had already been doing some of the work.

Mayor Stein asked for a motion to appoint Dillon Morris as the Interim City Clerk. A motion was made by Councilmember Sutton, seconded by Councilmember Lipscomb. The motion passed 4-0.

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

Council then discussed the current job description as presented by City Manager Cobb. City Manager Cobb asked for feedback on the job description as provided. Council discussed the city clerk in reporting to the city manager. Council asked if the city manager would accept the

responsibility. City Manager Cobb remarked that whatever Council decides he would work with, whether it reports directly to him or to Council. Council also discussed that they do not see the city clerk in their day-to-day, citing that the city manager does and should report to him. The Council stated they would still be a part of the process of hiring, firing, and evaluations and requested the change to be included in the job description to make it clear. Council asked Attorney Dykes if any other cities had a similar situation with their clerks as well as evaluations.

Mayor Stein called for a motion to approve the job description with the following changes: he or she reports to the city manager as a department head, with evaluations completed by city manager and approved by council, and city council retain the right to hire and fire the person as per charter. A motion was made by Councilmember Sutton, seconded by Councilmember Coxwell. The motion passed 4-0.

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

City Manager Cobb then asked how the council would like to conduct the recruitment process. Staff could conduct the recruitment in-house, or the Council could hire an executive search firm. Attorney Dykes stated that if the city receives applications and staff culls them to solicit a certain number for council, the process must be done in an advertised public meeting. The exception was fact finding where the applications are culled to meet criteria, but even those applications would need to be submitted to Council for review and consideration.

Mayor Stein called for a motion to direct the City Manager to conduct the recruitment process. A motion was made by Councilmember Oder, seconded by Councilmember Sutton. The motion passed 4-0.

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

7.5. Facilitator for FY 2024 City Manager Evaluation

City Manager Cobb stated that the current evaluator, Dr. Walt Hanline, for the city manager is shifting to more part time and wants to schedule his work for the next year. His proposal was provided for review. Council discussed if they would like to proceed with Dr. Hanline for the annual city manager evaluation.

Mayor Stein called for a motion to select Dr. Walt Hanline and the National Center for Executive Leadership and School Board Development to facilitate the FY 2024 Annual Evaluation of the City Manager for an amount not-to-exceed \$4,000. A motion was made by Councilmember Lipscomb, seconded by Councilmember Coxwell. The motion passed 4-0.

RESULT:	PASSED (4-0)
MOVER:	Councilmember Janice Lipscomb

AGENDA ITEM

Agenda Item 11.10.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey, Public Works Director

DATE: April 7, 2025

SUBJECT: Consideration of Operations, Maintenance, and Management (O&M)
Contract with Jacobs

BACKGROUND:

On February 3, 2025, City Council directed staff to enter into negotiations with Jacobs for the O&M contract for the City's water and wastewater distribution, collection, and treatment system.

DISCUSSION:

Following the City Council's direction, staff entered into negotiations with Jacobs. The contract is currently being finalized. Upon receipt, the contract will be submitted to the City Attorney and, subsequently, the City Council for consideration. If the contract is not received with ample time for review, consideration of the item may be postponed to a future meeting.

FINANCIAL IMPACT:

The impact will be provided after the contract is received.

RECOMMENDATION:

A recommendation will be provided after staff and the City Attorney have had time to review the contract.

ATTACHMENT(S):

1. Mary Esther Water & Wastewater Contract

**AGREEMENT
FOR
WATER AND WASTEWATER OPERATIONS,
MAINTENANCE AND MANAGEMENT SERVICES
FOR THE
CITY OF MARY ESTHER**

OPERATIONS MANAGEMENT INTERNATIONAL, INC.

**AGREEMENT
FOR
OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES**

THIS AGREEMENT is made and entered into this __ day of May 2025, by and between the City of Mary Esther (hereinafter "Owner"), whose address for any formal notice is 195 Christobal Road North, Mary Esther, FL 32569 and Operations Management International, Inc., (hereinafter "OMI") with offices at 6312 S. Fiddler's Green Circle, Suite 300N, Greenwood Village, CO 80111.

Owner and OMI agree:

1. SERVICES

- 1.1. OMI shall, within the design capacity and capability of the Owner's facilities, manage, operate and maintain the facilities so that the effluent discharged from the facilities meets the requirements specified in Appendix C. The scope of services is defined in detail in Appendix B and as set forth in RFP #2024-09.
- 1.2. OMI shall within the design capacity and capability of the Owner's facilities, manage, operate, and maintain the Project so that finished water discharged from the Project meets the requirements specified in Appendix C. The scope of services is defined in detail in Appendix B and as set forth in RFP #2024-09.
- 1.3. In the event of any conflicts or lack of specificity in this Agreement or any attachments to this Agreement, the Parties agree that the order of priority for obligations of the parties shall be as follows: (1) this Agreement and all attachments, (2) OMI's Proposal, and (3) RFP #2024-09. Reference herein to the Agreement shall refer to all the above collectively. OMI's Proposal and RFP #2024-09 are hereby incorporated as Attachments L and M to this Agreement.

2. STANDARD OF PERFORMANCE

- 2.1. OMI shall perform the operation, maintenance, and management services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.

3. OWNER'S RESPONSIBILITIES

- 3.1. The Owner shall pay directly for all capital expenditures, including: (1) the purchase of new equipment or facility items not required to be supplied by OMI per the Agreement, (2) major repairs that notably extend the service life of Owner owned equipment or facilities, and (3) planned, non-routine expenditures that are budgeted by the Owner. All purchases or expenditures must comply with the Owner's purchasing policies.

- 3.2. Maintain and renew, with respect to all existing portions of the System, warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the Owner, to the extent the maintenance thereof is not a responsibility of OMI.
- 3.3. Pay all amounts associated with the occupancy or operation of the System and the performance of the Services including but not limited to all property, franchise, or other taxes associated with the project, except to the extent OMI shall be obligated to pay such amounts in accordance with the express terms of this Agreement.
- 3.4. The Owner shall provide all licenses and insurance for Owner supplied vehicles and equipment used in connection with the project and services set forth in this Agreement.
- 3.5. The Owner shall provide for OMI's use of all vehicles and equipment currently in use at the project, including the Shared Equipment described in Appendix G. OMI shall be responsible for and indemnify the Owner from all liability while using the Shared Equipment, including but not limited to providing insurance coverage for OMI employees while using such equipment for injury or damage, as more specifically provided herein.
- 3.6. The Owner agrees to not offer employment or other compensation to Project Management or Supervisory staff of OMI directly working on this project for a period of one-year (1) after the end date of this Agreement or said employee's re-assignment from this project.
- 3.7. Owner will provide to OMI all non-confidential data in Owner's possession relating to the project. OMI will reasonably rely upon the accuracy and completeness of the information provided by the Owner. Should confidential data be needed for OMI to perform the services in this this Agreement, OMI will take all necessary steps to keep such data protected and upon demand or termination of this Agreement return all such confidential data back to Owner along with any copies.

4. COMPENSATION AND PAYMENT

- 4.1. Compensation for the services is described in Appendix E.

5. TERM

- 5.1. The term of this Agreement will be for five (5) years and five (5) months commencing on May 1, 2025 (the "Commencement Date") through September 30, 2030. Thereafter, this Agreement may be renewed for one successive term of five (5) years ("Renewal Term") if agreed upon by both parties and with one hundred twenty (120) days notice prior to expiration.
- 5.2. Either party may terminate this Agreement for a material breach after giving written notice of the breach and allowing the other party ninety (90) days to correct the breach. Neither party shall terminate this Agreement

without giving the other party ninety (90) days written notice of intent to terminate for failure of the other party to correct the material breach within ninety (90) days.

- 5.3. Termination for convenience by Owner. The Owner reserves the right, in its best interest as determined by the Owner, to cancel the Agreement by giving written notice to OMI no less than ninety (90) days prior to the effective date of such cancellation.
- 5.4. Cancellation for unappropriated funds. The obligation of the Owner for payment to OMI is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.5. Upon notice of termination by Owner. OMI shall assist Owner in resuming operation of the Facility. OMI will provide Owner at the date of termination the quantities of Chemical Inventory referenced in Appendix H. Owner will pay OMI for the cost of quantities in excess of the quantities shown in the inventory.

6. INDEMNITY AND LIABILITY

- 6.1. OMI hereby agrees to defend, indemnify and hold Owner harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise from the negligent acts or negligent omissions or willful misconduct of OMI, its employees, agents, or subcontractors in the performance of services under this Agreement to the extent such negligence or willful misconduct caused and/or contributed to the damages, injury or loss.
- 6.2. OMI shall be liable for all fines or civil penalties, which may be imposed by any regulatory agency or governmental entity for any violations that result due to OMI's negligent operation, maintenance, or management of Owner's property, equipment, or facilities that are related to the Project and Services in this Agreement. Owner will, at no additional cost or expense, assist OMI to contest any fines and administrative and/ or legal proceedings. OMI shall pay the cost, including, but not limited to attorney's fees, of contesting any such claims or violations that may involve or result in fines against OMI or Owner. OMI will notify Owner of its intent to contest or challenge any violation or fines.
- 6.3. Owner agrees to hold harmless, indemnify and defend OMI from and against any and all claims, losses, damages, liability and costs including, but not limited to, the costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants caused by the negligent acts or omissions of Owner, its employees, agents or subcontractors. OMI agrees to hold harmless, defend and indemnify Owner from and against any and all claims, losses, damages, liability and costs

including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants caused by the negligent acts or omissions or willful misconduct of OMI, its employees, agents or subcontractors in the performance of any services under this Agreement. Notwithstanding the above, in no event shall the Owner be required to hold harmless, indemnify, and defend OMI from any claims, losses, damages, liability and costs, including defense costs that would exceed sovereign immunity limits as set forth in 768.28, Florida Statutes.

- 6.4. OMI and Owner recognize that existing conditions within collection systems vary and that failures may occur in the systems over time. OMI agrees to exercise due diligence to maintain free-flowing conditions within these systems and to clean the sanitary collection systems lines once over the course of the Agreement but may not be able to prevent blockages or backups, particularly in sections of the system that have not yet been cleaned. Owner agrees to indemnify OMI against claims for injury, property damage or economic loss arising from failures in the sanitary collection systems caused by any negligent act or omissions of Owner, its employees, agents or subcontractors. OMI agrees to indemnify Owner against claims for injury, property damage, or economic loss arising from failures in the sanitary collection systems caused by any negligent act or omissions of OMI, its employees, agents or subcontractors.
- 6.5. OMI's responsibility is to operate the facilities in compliance with current laws and regulations and in conformity with this Agreement to the extent of their design and physical capacity. OMI has inspected the systems and familiarized itself with the Owner's facilities and finds them satisfactory in their design, physical capacity, and otherwise in compliance with applicable laws and regulations.
- 6.6. It is not part of OMI's scope to test for or eliminate water borne bacteria or viruses except as required by current laws and regulations.

7. INSURANCE/BONDING

- 7.1. OMI shall provide the following insurances throughout the term of the Agreement, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision;
 - 7.1.1 Statutory Worker's Compensation and Employers Liability Insurance as required by the State in which the project is performed.
 - 7.1.2 Comprehensive Automobile and Vehicle Liability Insurance with One Million Dollars (\$1,000,000) combined single limits, covering claims for injuries to members of the public and/ or damages to property of others arising from the use of OMI owned or leased motor vehicles, including on- site and offsite operations.

- 7.1.3 Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements Two Million Dollars (\$2,000,000) Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:
- (a) Premises and Operations
 - (b) Independent Contractors
 - (c) Product and Completed Operations Liability
 - (d) Broad Form Property Damage
 - (e) Broad Form Contractual Coverage applicable to the Agreement and ensuring the indemnification and hold harmless agreement contained in the Agreement.
- 7.2. Upon contract execution, OMI shall submit to Owner, copies of its Acord certificates of insurance evidencing the required coverages and specifically providing that the City of Mary Esther is an additional insured with respect to the coverage required under Section 7.1 above and the operations of OMI under the Agreement. Insurance companies providing the aforementioned coverages must be rated at least an A- by AM Best All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled until at least thirty (30) calendar days written notice has been given to Owner by certified mail.
- 7.3. OMI shall require each of its subcontractors to maintain the insurance required herein and OMI shall provide verification thereof to Owner upon request.
- 7.4. Violations of the terms of Section 7.1 and its sub-parts shall constitute a material breach of the Agreement and Owner, at its sole discretion may terminate the Agreement without giving OMI any ability or right to cure.
- 7.5. OMI shall increase insurance limits upon Owner's request to meet minimum sovereign immunity limits as may be modified in state law within thirty (30) days of Owner's notice and request for increase.
- 7.6. OMI shall provide and maintain a surety bond throughout the term or any Renewal Term of the Agreement in the amount of the contract price and any increases, consistent with RFP 2024-09 requirements.

8. LABOR DISPUTES

- 8.1. In the event activities by Owner's employees causes disruption in OMI's ability to perform under the terms of the Agreement, Owner, with OMI's

assistance, or OMI at its option, may seek appropriate injunctive court orders during any such disruption.

9. FORCE MAJEURE

- 9.1. Neither party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is delayed, as a result of fire, flood, strike, pandemic, civil unrest, declared local, state, or federal emergency, or acts of God or other occurrence beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence and shall take reasonable measures to mitigate any impact of Force Majeure. If the Force Majeure event has damaged the property or prevents either party from performing its required duties for sixty (60) days or more, either party may cancel the Agreement without penalty.

10. ACCESS TO FACILITIES AND PROPERTY

- 10.1. Owner will make its facilities accessible to OMI as required for OMI's performance of its services and will secure access to any other Owner property necessary for performance of OMI's services.
- 10.2. OMI shall provide 24-hour per day access to Project for Owner's personnel. Visits may be made at any time by any of Owner's employees so designated by Owner's Representative. Keys for the Project shall be provided to Owner by OMI. All visitors to the Project shall comply with OMI's operating and safety procedures.

11. CHANGES

- 11.1. Owner and OMI may mutually make changes within the general scope of services of this Agreement. The contract price and schedule will be equitably adjusted pursuant to a written Change Order, Modification or Amendment to the Agreement executed by both parties. In the event the parties agree to modify the scope of services, the base fee may be modified by mutual agreement.

12. NO THIRD-PARTY BENEFICIARIES

- 12.1. This Agreement gives no rights or benefits to anyone other than Owner and OMI and has no third-party beneficiaries.

13. JURISDICTION/VENUE/ATTORNEY FEES

- 13.1. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for any disputes between the parties shall lie solely within the state courts of Okaloosa County, Florida.

- 13.2. In the event suit should be brought for an alleged breach of this Agreement, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees.

14. SEVERABILITY AND SURVIVAL

- 14.1. If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

15. NO PARTNERSHIP OR JOINT VENTURE

- 15.1. This Agreement is not intended to and does not create between the parties any type of partnership, joint venture, tenancy-in-common, joint tenancy, or agency relationship for the purpose of the Development or for any other purpose. The provisions of this section survive expiration or other termination of this Agreement.

16. TIME OF THE ESSENCE

- 16.1. Time is of the essence under this Agreement. Failure to meet any timelines within this Agreement shall be considered a material breach.

17. SOVEREIGN IMMUNITY

- 17.1. Nothing contained herein is intended nor shall be construed to waive Owner's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

18. DUTY TO PROVIDE PUBLIC RECORDS

- 18.1. Owner is a public agency subject to Chapter 119, Florida Statutes. The parties shall comply with Florida's Public Records law. Specifically, OMI shall:
- a. Keep and maintain public records required by the Owner related to the scope of services provided by OMI pursuant to this Agreement.
 - b. Upon request from the Owner's custodian of public records, OMI shall provide the Owner 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 cost provided in this chapter or otherwise provided by law.
 - c. 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 OMI does not transfer records to the Owner.
 - d. Upon completion of the Agreement, OMI shall transfer, at no cost, to the Owner all public records in possession of OMI or keep and maintain public records required by the Owner to perform the service. If OMI transfers all public records to the Owner upon completion of the contract, OMI shall

destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OMI keeps and maintains public records upon completion of the contract, OMI shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to Owner, upon request the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

e. Failure of OMI to comply with the provisions set forth in this section shall constitute a material breach of this Agreement and shall be cause for immediate termination of the Agreement.

If OMI has questions regarding the application of Chapter 119 Florida Statutes, to the OMI's duty to provide public records relating to this Agreement, OMI shall contact the custodian of public records at the City of Mary Esther, the City Clerk, 195 Christobal Road N, Mary Esther, Florida 32569; 850-243-3566 or dmorris@cityofmaryesther.com

- 18.2. If it is found that OMI 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, such action will be considered a material breach under this Agreement. In addition, the Owner will be entitled to recover all reasonable costs and attorney's fees for such violation in accordance with Section 119. 0701(4). Florida Statutes.

Both parties indicate their approval of this Agreement by their signatures below.

OPERATIONS MANAGEMENT
INTERNATIONAL, INC

By: _____

Its
(Title): _____

Date: _____

CITY OF MARY ESTHER

By: _____

Its
(Title): _____

Date: _____

Appendix A

DEFINITIONS

- A.1 “Additional Services” means the Incidental Services set forth in Appendix A.9.
- A.2 “Adequate Nutrients” means plant influent nitrogen, phosphorous, and iron contents proportional to BODS in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BOD.
- A.3 “Base Fee” means the compensation paid by Owner to OMI for the base services defined in Appendix B of this Agreement for any year of the Agreement. The Base Fee is specified in Appendix E and will be renegotiated annually. This compensation does not include payments for Requests by OMI that are incidental to or outside the Scope of Services.
- A.4 “Biologically Toxic Substances” means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of Owner's NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- A.5 “Biosolids Cost” means the annual amount for the disposal of solids generated by the utility as denoted in Appendix E.
- A.6 “BOD” means biochemical oxygen demand.
- A.7 “Capital Expenditures” means any expenditure for (1) the purchase of new equipment or facility assets, and (2) major repairs that significantly extend equipment or facility life, that met the criteria of a fixed asset within the Owner's purchasing policy.
- A.8 “Change in the Scope of Services” means those events or services which either change the basis of cost or add additional scope to the services provided in this Agreement which are anticipated as long term events (greater than one year). Such events or services include but are not limited to, services and/ or cost presently the responsibility of Owner, newly mandated regulatory requirements, construction and the impacts thereof, and changes in the Project(s) characteristics.
- A.9 “Cost” means the total of all costs determined on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP), including but not limited to direct labor, labor overhead, chemicals, materials, supplies, utilities, equipment, maintenance, repair, and outside services.

- A.10 "Electrical Cost" means the annual cost calculated as an average of the facility meters utilizing Gulf Power Company's Rate Schedule GSD-Sec in effect on the last day of the month and as denoted in Appendix E.
- A.11 "Incidental Services" means those services requested by Owner incidental to/or not specifically identified or included in OMI's Costs, but are related or similar in nature to the services contemplated under this Agreement, including but not limited to, services and/or cost for plant or facility upgrades, rate studies, short term construction and the impacts thereof, engineering studies, and other short term incidental projects.
- A.12 "Major Repairs" means those repairs that significantly extend equipment or facility service life.
- A.13 "Preventive Maintenance" means the cost of those routine and/ or repetitive activities required or recommended by the equipment or facility manufacturer or OMI to maximize the service life of the equipment, sewer, vehicles. and facility.
- A.14 "Project" means all equipment, vehicles, grounds, and facilities described herein and where appropriate, the operations, maintenance, and management of such.
- A.15 "Repairs" means the cost of those non-routine/non-repetitive activities required for operational continuity, safety, and performance and generally resulting from failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof.
- A.16 "Shared Equipment" means the list of equipment provided by Owner and OMI documented in Appendix G.
- A.17 "TSS" means total suspended solids.

Appendix B

SCOPE OF SERVICES

B.1 INCLUDED IN ANNUAL BASE FEE

The following Scope of Service is included in the Annual Base Fee as described in Appendix E.

OMI Shall:

B.1.1 STAFFING

- B.1.1.1. Staff the Project with ten (10) employees with the managerial, administrative, and technical skills to perform the services specified in this Agreement, including sufficient personnel who possess a minimum Florida Class C Water and/or Wastewater Treatment Certification, Backflow Prevention Tester Certification required to perform proper and effective operations and maintenance activities.
- B.1.1.2. Provide a dual-certified Project Manager with a minimum Florida Class C Water and Wastewater Treatment Certification and required administrative and utility experience for effective communications and management of the system. OMI shall fill position within a reasonable timeframe agreed to by both parties. Prior to any deviation from this minimum requirement, OMI will provide advance notice for consideration by the Public Works Director and approved by the City Manager.
- B.1.1.3. Provide onsite personnel (8) hours per day, Monday through Friday. The staff will perform a check of the water and wastewater treatment plants once a day on Saturday and Sunday.
- B.1.1.4. Provide operator on call to respond to emergency 811 callouts 24 hours per day and within one hour of notification as part of required services to field locate and mark water and wastewater utilities.
- B.1.1.5. Provide a comprehensive benefits plan to promote staff retention, including but not limited to, salaries, wages, overtime, longevity, unemployment compensation, holiday pay, education assistance, medical and dental plan premiums, life insurance premiums, vacation and sick leave, training, educational expenses, uniforms, personal protective

equipment (PPE), and travel and other costs directly attributable to employees.

- B.1.1.6. Provide job related training for personnel in the areas including but not limited to operations, quality, maintenance, safety, supervisory skills, laboratory, and energy management. Provide an incentive program to promote continuous training and water distribution and treatment, backflow prevention and wastewater collection and treatment certification accreditation in the State of Florida. All such training shall be fully documented. Where employees are required by law or regulation to hold current licenses.
- B.1.1.7. Provide and maintain company provided vehicles and light-duty service trucks and Shared Equipment necessary to perform daily management, operations, and maintenance activities. OMI to include city decal on all project vehicles.
- B.1.1.8. Provide quarterly reviews on transition plan implementation and management of the AMTP and progress achieved toward the action items.

B.1.2 OPERATIONS AND MAINTENANCE

- B.1.2.1. The base fee includes the following costs incurred for the direct and indirect benefit of the project, including but not limited to, labor employee benefits, chemicals, lab supplies, safety supplies, electricity, biosolids, hand tools, office supplies, oil, fuel for project vehicles and routine generator exercising, missions monitoring, legal and professional services, quality assurance, travel, uniforms, communications (telephone/internet), postage, memberships, training and training supplies, performance bond, and valve exercise tool. Items not included in base fee include Repair and emergency response costs, such as generator fuel during power outage, and GIS support.
- B.1.2.2. Alter as needed, the process and/or facilities to achieve the objectives of this Agreement; provided, however, that no alteration shall be without Owner's written approval if alteration shall cost in excess of One Thousand Dollars (\$1,000.00). Purchases made on behalf of the Owner shall be in accordance with Owner procurement policy and procedures.
- B.1.2.3. In any emergency, affecting the safety of persons or property, or regulatory compliance, OMI shall act without prior approval, at OMI's discretion, to prevent threatened damage, injury or

loss; In the event emergency expenditures exceed Five Thousand Dollars (\$5,000.00) in aggregate, OMI shall obtain prior approval from Owner, who shall respond in a reasonable timeframe as to prevent further damage, loss or injury whenever possible. OMI will notify Owner of the emergency as soon as reasonably possible, and Owner will compensate OMI for any emergency work notwithstanding the lack of prior approval. Such compensation will include OMI's direct costs for the emergency work plus fifteen percent (15%). OMI shall provide a requisition log and receipts for all emergency related reimbursable expenses.

- B.1.2.4. Maintain all land, buildings, improvements, and permanent equipment. Equipment maintenance shall be performed in accordance with the manufacturer's recommendations or industry-accepted, condition-based maintenance.
- B.1.2.5. Provide proof of maintenance activities performed to the Owner's satisfaction.
- B.1.2.6. Perform and document all preventive, predictive and corrective maintenance activities with an approved, and mutually acceptable by both the Owner and OMI, computerized maintenance management system (CMMS).
- B.1.2.7. Perform and provide all equipment for spray field operations, maintenance, and hay disposal in compliance with Florida Department of Environmental Protection (FDEP) standards.
- B.1.2.8. Cut and bale hay as a part of spray field maintenance, hay is to be sold or donated to responsible and allowed users or by the Owner for general use when needed.
- B.1.2.9. Provide rodent and other vector control at all facilities as needed.
- B.1.2.10. Maintain aesthetics of administrative buildings and facilities in a clean and orderly fashion.
- B.1.2.11. Maintain trees and shrubs trimmed, grass shall be maintained at a height of less than six (6) inches, and other grounds shall be free of noxious weeds.
- B.1.2.12. Perform operations to minimize odors throughout the treatment process.
- B.1.2.13. Provide access for periodic inspection of all facilities as requested by the Owner during normal hours of operation.

B.1.3 SAFETY AND REGULATORY COMPLIANCE

- B.1.3.1. Provide a copy of OMI's Corporate Safety Program and provide all employees training specific to this Program.
- B.1.3.2. Provide and maintain Emergency Response Plan, Power Outage Contingency Plan, and Sewer Collection System Action Plan.
- B.1.3.3. Perform services safely, securely, and efficiently. Workplace safety shall be maintained according to best practices for systems of comparable size and scope.
- B.1.3.4. Operate the water and sewer systems in compliance with the State of Florida regulatory requirements and all other applicable local, state, and federal laws and regulations;
- B.1.3.5. Prepare all National Pollutant Discharge Elimination System (NPDES) discharge reports pertaining to the facilities in a timely manner and delivering to the Owner, the Florida Department of Environmental Protection (FDEP), and other appropriate regulatory agencies for the following:
 - National Pollutant Discharge Elimination System (NPDES) Permit No. FLA 01 0191
 - Individual Water Use Permit No. 2E-091-23-10

B.1.4 BIOSOLIDS MANAGEMENT

- B.1.4.1. Prepare and report data required by the Owner including, but is not limited to the processing, monitoring, and coordinating the transportation and disposal of all solids — including screenings and biosolids — generated at the water and wastewater treatment systems to a disposal facility approved by Owner.
- B.1.4.2. Prepare and submit annual biosolids reports.
- B.1.4.3. Retain all biosolids records and provide copies of all reports to the Owner.
- B.1.4.4. Owner and OMI agree that Owner is the generator of all material at the water and wastewater treatment systems.

B.1.5 COMMUNICATIONS AND REPORTING

- B.1.5.1. Provide a communications plan to include the following reports:
 - Annual Consumer Confidence Report (CCR);
 - Existing FDEP Consent Order Quarterly Report

- Discharge monitoring reports (DMR) as submitted to FDEP;
- Monthly operations, maintenance and engineering report provided to the Public Works Director that includes (at a minimum) an executive summary, a detailed review of the water and sewer treatment operations with flow and loading data, C&D and asset maintenance activities, inventory status, procurement requests, environmental and safety update, customer service requests and meter reading activities and status of ongoing engineering projects;
- Annual operations and maintenance report and updates to the water and sewer system as documented in the City of Mary Esther Asset Management and Fiscal Sustainability Plans referenced in Appendices J and K;

B.1.5.2. The project manager shall provide up to date and accurate reporting to the Owner's staff on a weekly basis in an in-person meeting. A virtual option will be allowed on a case-by-case basis;

B.1.5.3. The reports listed above shall align with the Water and Sewer Asset Management Plans and Capital Improvement Plan to track the progress and performance of the utility system.

B.1.5.4. OMI's project manager shall actively participate in the city budgeting process, monitor expenses throughout the year, and handle coding of PO requests for the Public Works Directors' approval.

B.1.6 CAPITAL IMPROVEMENT PLANNING AND IMPLEMENTATION

B.1.6.1. Work with the Owner to develop one (1) and five (5)-year capital improvement plan (CIP) and Asset Repair and Replacement program recommendations; as well as provide the operations and maintenance fee and estimates for maintenance repair, solids disposal and utilities by May 1st of each year for incorporation into the Owner's annual budget process. For annual budgeting purposes, OMI shall coordinate with Owner's staff to identify needs in the both the water and wastewater systems summarized in the capital improvement schedule of recommendations documented in the Fiscal Sustainability Plans referenced in Appendix K and L.

B.1.6.2. Work with Owner staff, to develop a comprehensive list of services to be performed in-house by OMI vs. outsourcing (i.e. valve repair/replacements, cured-in-place-pipe (CIPP) repairs, manhole inspections, meter replacement, sewer line

inspections, etc.). This list will be kept up to date and align with the Owner's Asset Management Plan and CIP.

- B.1.6.3. Provide CIP construction services as Additional Services construction projects as needed as a part of the capital improvement plan (CIP) as it pertains to the water and wastewater treatment plant, water distribution and wastewater collection systems, including but not limited to pipe maintenance and installation, lift stations, and SCADA.
- B.1.6.4. Cooperate and assist the Owner with any consultants and subcontractors retained for any planning, design, and construction related to the system or project equipment included in the contract and scope of work.

B.1.7 ASSET MANAGEMENT PLAN

- B.1.7.1. Assist the Owner in maintaining the Water and Sewer Asset Management Plan in accordance with city ordinance and objectives as approved by city council.
- B.1.7.2. Within the first one hundred eighty (180) days a complete inventory of Collection and Distribution (C&D) stock materials and supplies will be documented in the CMMS system. Staff shall monitor inventory, track materials and supplies on service workorders and report inventory status and purchasing requirements in the monthly operations report.
- B.1.7.3. Within the first one hundred eighty (180) days incorporate the Shared Equipment into the CMMS registry with maintenance schedules based on manufacturer's recommendations.
- B.1.7.4. Within the first contract year update the location of distribution and collection system assets into the GIS program.
- B.1.7.5. Within the first one hundred eighty (180) days locate the remaining manholes and document in the GIS program and complete installation of the Manhole Flow Shields.
- B.1.7.6. Develop and implement a sewer inspection plan outlined in the table below:

5-year Range (% of Total Collection System Inspected)	Target Linear Footage of Gravity Mains to Inspect	Target Number of Manholes to Inspect
2024-2029 (25%)	27,400	75
2030-2034 (50%)	27,400	75

2035-2039 (75%)	27,400	75
2040-2044 (100%)	27,400	75

B.1.8 WASTEWATER TREATMENT PLANT(S)

- B.1.8.1. Within the design capacity and capability of the Wastewater Treatment Plant (Plant), manage, operate, and maintain the Plant so that effluent discharged from the Plant meets the requirements specified in NPDES permit No. FLA 01 0191 (copy attached), unless one or more of the following occurs: (1) Plant influent does not contain Adequate Nutrients to support operation of the Plant's biological processes and/ or contains Biologically Toxic Substances that cannot be removed by the existing process(es) and facilities; (2) the flow, influent biochemical demand (BOD) and/ or total suspended solids (TSS) exceeds the Plant's design parameters; in which event Appendix C.2 specifies responsibilities and remedies.
- B.1.8.2. Operate the facilities in a manner such that odor and noise are minimized within the design capacity and capabilities of the facilities. The cost of any upgrades or modifications to the facility above its capacity and specifications to accomplish this will be treated as a Capital Improvement.
- B.1.8.3. OMI will prepare and submit to appropriate agencies, all regulatory reports pertaining to routine operation and maintenance of the facilities specified herein. OMI shall comply with all current local, State and Federal notice and reporting requirements, regarding violations, upsets, excursions, or emergencies related to the Wastewater Treatment Facilities. Owner will be provided with all copies of regulatory reports. OMI shall assist the Owner in preparing applications for permits and licenses as needed by the Owner, but the Owner is responsible for obtaining and maintaining such authorizations for operation of the facilities.
- B.1.8.4. Provide computerized maintenance, process control and laboratory management systems for the Project.
- B.1.8.5. Perform all laboratory testing and sampling currently required by the NPDES permit. Additional laboratory testing and sampling requested by the Owner will be provided on a fee per test basis to be determined at the time of the request.

- B.1.8.6. Where land application is used as the method for disposal of biosolids, OMI shall comply with the State and Federal 40 CFR 503 regulations applicable to such method. Specifically, OMI shall assist Owner in securing all permits and land use agreements, and perform soils and biosolids testing, and report the volume and quantity of biosolids land applied. OMI may use the existing Owner secured permits and land application sites.
- B.1.8.7. Provide and document all Preventative Maintenance for the Plant. Owner shall have read access to the CMMS program and the right to inspect these records during normal business hours. The maintenance program will monitor, track and document stock inventory including, spare parts, and collection and distribution supplies and materials. This CMMS shall be capable of providing historical data of maintenance activities.
- B.1.8.8. Provide, document, and conduct a "repair vs replace" analysis for all Major Repairs for the Plant. Where repairs costs are less than 40 percent of replacement costs, the item will be repaired. Where repair costs are greater than 40 percent of replacement costs and the item qualifies as a Capital Expense, the analysis will be submitted to Owner for a decision concerning replacement.
- B.1.8.9. Provide and document repairs for the project. Due to the size, complexity, technical nature, or timing for completion of such repairs, OMI may subcontract or provide OMI personnel outside of the project to make such repairs and charge through a separate task order assigned by the Owner. OMI will provide Owner with a detailed monthly report of all Repairs.

B.1.9 WATER TREATMENT

- B.1.9.1. Within the design capacity and capability of the Water Treatment Plant (Plant), manage, operate, and maintain the Plant so that finished water discharged from the Project meets the requirements specified by the State of Florida and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations as outlined in Appendix C. OMI shall be responsible for meeting potable water quality limitations established therein unless the raw water supply contains Toxic Materials.
- B.1.9.2. Provide for the transportation and disposal of sludge or media material to existing permitted disposal sites.

- B.1.9.3. Perform all laboratory testing and sampling currently required by the State and Federal Safe Drinking Water Regulations. Additional laboratory testing and sampling requested by the Owner will be provided on a fee per test basis to be determined at the time of the request.
- B.1.9.4. Provide and document all Preventative Maintenance for the Plants sites. Owner shall have the right to inspect these records during normal business hours.
- B.1.9.5. Provide, document, and conduct a "repair vs replace" analysis for all Major Repairs for the Plant. Where repairs costs are less than 40 percent of replacement costs, the item will be repaired. Where repair costs are greater than 40 percent of replacement costs and the item qualifies as a Capital Expense, the analysis will be submitted to Owner for a decision concerning replacement.
- B.1.9.6. Provide and document repairs for the project. Due to the size, complexity, technical nature, or timing for completion of such repairs, OMI may subcontract or provide OMI personnel outside of the project to make such repairs and charge such services to the Owner through a separate task order provided and approved by the Public Works Director. OMI will provide Owner with a detailed monthly report of all Repairs.

B.1.10 SANITARY SEWER COLLECTION SYSTEM

- B.1.10.1. Within the design capacity and capability of the Project, manage, operate, and maintain the Sanitary Sewer Collection Systems so that free flowing conditions are maintained and overflows are avoided. All services contemplated herein shall be performed in accordance with industry standards subject to the capabilities of equipment provided to OMI by Owner.
- B.1.10.2. The sanitary collection system, including lift stations, lines, manholes, and clean outs shall be inspected and "high pressure cleaned" in accordance with the schedules specified herein. Locations not accessible by motorized inspection and cleaning equipment are exempted. When roots are encountered during routine "high pressure cleaning", a root cutting tool shall be used to remove such roots within 90 days of such observation, such location shall be placed on the "Hot Spot" list and scheduled for routine root cutting under the 90 days schedule until such time root intrusion is eliminated. A continuous cleaning schedule, with allowances for inclement weather and equipment repairs, shall be established.

- B.1.10.3. Prepare an inspection schedule for those portions of the system where access prevents the use of motorized line cleaning equipment and inspect such lines to verify the condition of these lines. If conditions warrant cleaning, Owner shall assist OMI in gaining access to such lines.
- B.1.10.4. A preventive maintenance schedule to "high pressure clean" problem areas (Hot Spots) shall be mutually agreed upon and specified herein. The schedule shall identify the specific location and frequency of cleaning for each Hot Spot, and may only be modified, as mutually agreed upon in writing. Owner and OMI will seek alternative solutions to correct the cause(s) for the listing of any Hot Spot with the intent that such a location be eventually removed from the Hot Spot list.
- B.1.10.5. Perform a minimum of four (4) miles of smoke testing the collection system annually for a total of 20 miles within the first contract term.
- B.1.10.6. Perform a cleaning, inspection and condition assessment of the collection system using Jacobs' Dragonfly AI technology on a minimum of one (1) mile annually for a total of five (5) miles within the first contract term.
- B.1.10.7. OMI shall comply with all responsibilities identified with the abbreviation JO&M in the Sewer Collection System Action Plan as amended by both parties.
- B.1.10.8. Respond to blockages upon one (1) hour of notification. Due diligence shall be exercised to clear the blockage. If the blockage cannot be cleared using equipment assigned to the Project for OMI's use, OMI will circumvent the affected area and notify the Owner of the situation. Owner will contact OMI within one (1) hour and instruct OMI to secure the services of a subcontractor having the equipment necessary to clear the blockage or otherwise repair the line to restore free flowing conditions. If no contact is made within the specified time, OMI is authorized to secure the services of a subcontractor. Owner shall be invoiced in accordance with the out of scope provisions of this Agreement. OMI shall respond to blockages which occur within any collection line up to the property line to the public or private property. OMI will not be responsible or liable from the main sewer line to the residential residence. With Owner permission, OMI will use Owner's cleanout to remove blockage on city property.
- B.1.10.9. In the event cleaning or inspection discloses a requirement to excavate, OMI shall perform such services of excavation,

trenching, back-filling, and surface restoration associated with the repair or replacement of pipe, laterals, and manholes, or Owner may direct OMI to obtain the services of a subcontractor to perform these services, and invoice Owner in accordance with the out of scope provisions of this Agreement.

B.1.10.10. Perform the following activities in coordination with Public Works when preparing a site for utility line breaks and repairs:

- Site Prep:
 - Backfill with original sand/dirt
 - Intermediate compaction
 - 6" crushed concrete or other aggregate agreed to by the Owner
 - Level to grade
 - Coordinate with 3rd party contractor/Public Works prior to paving (as applicable)
- Notification:
 - Complete and submit work order to billing department via email with copy to PWD communicating the need for concrete or asphalt repair.

B.1.10.11. Provide for the transportation and disposal of screenings, grit, scum, and other debris to existing disposal sites.

B.1.10.12. Maintain a record of activities, including for routine cleaning, the date, location, and feet of lines serviced; for blockages, the date, time, location, and to the degree possible, cause(s) for such blockage; and for other observations or activities, a record of the date, time, and a brief description.

B.1.10.13. In the event of a power outage, OMI shall follow procedures outlined in the Power Outage Contingency Plan as amended by both parties.

B.1.11 WATER DISTRIBUTION SYSTEM

B.1.11.1. OMI shall operate, maintain and repair the Owner's treated water distribution system, as described herein, in accordance with generally accepted industry standards, environmental regulations, and the Owner's construction standards in such a manner as to efficiently deliver treated water to the Owner's customers.

B.1.11.2. OMI shall respond to any water distribution system pipeline leak or break, as soon as possible, but in any event, within one

(1) hour of being notified or otherwise learning of such leak or break.

B.1.11.3. OMI shall affect proper repair of any water distribution system leaks or breaks which occur within any water and/ or service lines up to and including the water meter installation located on public or private property. OMI shall not be responsible for repair of any leaks or breaks in water service lines from the Owner's customer side of the water meter installation to the dwelling located on either public or private property. However, OMI shall make reasonable effort to notify available occupants of such property that a leak or break exists or post such notice in a conspicuous location on the property. If a leak or break between the water meter installation and property dwelling is severe to the extent that it could cause real or property damage, OMI shall have the right to shut off such service and shall make reasonable effort to contact property occupants available or post notice to contact OMI.

B.1.11.4. In the course of performing work on the Owner's water distribution system, OMI shall provide all related traffic control, including warning signs and proper maintenance of open cuts and excavation, and backfilling and compaction of such excavation in accordance with the Owner's standards and specifications for construction and traffic control procedures as requested by Owner and then invoice Owner in accordance with the out of scope provisions of this Agreement. If Owner request, Owner may provide backfill materials to OMI and OMI shall compact such excavation material to the Owner's standards for resurfacing. OMI may provide for finished resurfacing and/ or re-sodding through utilization of the Owner's resources or those of others with approval of the Owner. The Owner shall have the right to inspect and test any or all excavation, backfilling and compaction, and resurfacing operations to assure conformance with the Owner's standards and specifications for such construction.

B.1.11.5. OMI shall perform the following activities in coordination with Public Works when preparing a site for utility line breaks and repairs:

- Site Prep:
 - Backfill with original sand/dirt
 - Intermediate compaction
 - 6" crushed concrete or other aggregate agreed to by the Owner
 - Level to grade

- Coordinate with 3rd party contractor/Public Works prior to paving (as applicable)
- Notification:
 - Complete and submit work order to billing department via email with copy to PWD communicating the need for concrete or asphalt repair.

B.1.11.6. Implement a water distribution system operations program based on industry standards to include the following:

- Main line flushing program in conjunction with the required hydrant testing program;
- Dead-end flushing at least every three (3) months;
- Implement a 2-year valve exercising program and documentation of repair for broken and leaking valves. OMI to provide valve exercising equipment necessary to perform valve exercising and testing for repair or replacement.
- Replace a minimum of 6 failed valves per year based on system priority.
- If a dead-end main cannot be flushed as described herein, OMI shall report such locations to the Owner for possible installation of a blow-off or hydrant that would provide flush point access.

B.1.11.7. Provide the Owner's Customer Service Department with a reference for target response times to address customer service requests, and a monthly report of completed work orders for meter changes and new meter installations.

B.1.11.8. Inspect and check all backflow preventers on an annual basis. Owner to provide postage and OMI shall prepare mailings and tracking of annual testing for the Owner.

B.1.12 SPRAY FIELD OPERATION

B.1.12.1. OMI shall sample monitoring wells as defined in NPDES Permit. If FDEP reduces the number of monitoring wells OMI will re-negotiate the associated fee with the Owner at contract renewal time.

B.1.12.2. OMI shall rotate the zones for irrigation.

B.1.12.3. OMI shall maintain the holding pond through repair services.

- B.1.12.4. OMI shall maintain the pumps and irrigation equipment and control valves for the zones.
- B.1.12.5. OMI shall cut the hay as needed and reserves the right to subcontract out the services of hay cutting to a third-party provider, as long as adequately qualified.
- B.1.12.6. OMI shall maintain the aesthetics of the location by mowing and trimming. OMI will coordinate necessary fence repairs with fencing subcontractor. OMI shall maintain access road to the spray field for safe passage on annual basis. Owner to provide necessary materials for road repairs.
- B.1.12.7. The scope of services performed by OMI excludes the cleaning of any and all existing solids in the sparkle pond which will be the Owner's responsibility and at their cost. OMI will assist the Owner in preparing quote specifications and may assist Owner in the performance of the scope of services for such cleaning as an Additional Service.
- B.1.12.8. OMI will maintain the pump station and associated equipment located on Hurlburt Field which is connected to the wastewater plant effluent pump station, to the extent entry is allowed on to the Air Force base. The Owner will assist OMI personnel in obtaining passes for entry onto the Air Force base as well as entry to pump station location.

B.1.13 METER READING AND CUSTOMER SERVICE

- B.1.13.1. OMI shall start reading customer water meters by the 15th of each month, or no later than the first business day following the 15th of each month. Meter reads should be completed and submitted to utility billing within 5 days of the start of the readings.
- B.1.13.2. OMI shall perform connections, disconnections and occupancy change request within same day if work order is issued before 4:00 p.m. as workload permits.
- B.1.13.3. OMI shall perform meter re-reads/leak check, consumption test, hydrant flushes, reprogramming meters, within 48 hours of receiving work order.
- B.1.13.4. OMI shall perform meter and register change-outs, and backflow inspections within 30-days of receiving work order.
- B.1.13.5. OMI shall follow all 811 requirements for regular and emergency line locates.

- B.1.13.6. OMI shall respond to line breaks, sewer backups and sanitary sewer overflows or bypasses immediately following receipt of work order.
- B.1.13.7. Document all completed Customer Service work orders into the Maintenance Connection CMMS program.
- B.1.13.8. OMI shall perform all customer service for the water distribution system. Owner shall receive all third-party calls regarding customer service, but OMI shall respond to such customer calls.
- B.1.13.9. OMI shall perform installation service for water meters for new residents.
- B.1.13.10. OMI shall perform repair or replacement work to meters, including preventative maintenance, within the existing City limits.
- B.1.13.11. OMI shall perform repairs to meters, which the component in need of repair is located on the Owner's side of responsibility.
- B.1.13.12. OMI shall not provide any resident or business connections to anyone unless as per an installation work order.

B.1.14 TRANSITION PLAN

- B.1.14.1. OMI shall provide the Owner a transition plan for enhancing the current level of service. The transition plan will include the transition team members, resumes and a schedule of transition activities. The transition plan may be amended by mutual agreement of the Owner and OMI.
- B.1.14.2. Owner may request OMI to perform out of scope or Additional Services the terms of this Agreement. Any Additional Service shall be mutually agreed to in writing and billed to a separate task order provided by Owner.

Appendix C

CAPACITY AND CHARACTERISTICS

C.1 CAPACITY AND CHARACTERISTICS OF WASTEWATER TREATMENT PLANT(S)

C.1.1 Wastewater Treatment Plant(s) Design Capacity(ies) is/ are described as follows:

Parameter	Plant No. 1
Flow, million gals/ day	0.90 MGD
BODs, pounds per day	1,877
TSS, pounds per day	1,877
Daily Peaking Factor	1.145 MGD

All parameters shall be based on the design average dry weather flow with the Daily Peaking Factor being the multiplier applied to the design average dry weather flow.

C.1.2 In the event any one of the Project influent characteristics, suspended solids, BODs or flow, exceeds the design parameters stated above, OMI shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

Characteristics Exceeding Design Parameters By	Recovery Period Maximum
10% or Less	5 days
> 10% < 20%	10 days
20% and Above	days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then OMI will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

C.1.3 OMI shall not be responsible for fines or legal action as a result of discharge violations within the recovery period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period.

C.1.4 The estimated Cost for services under this specification is based on the following Project characteristics:

Parameter	Plant No.1
Flow, million gals/ day	0.589
CBOD, pounds per day	1,877
TSS, pounds per day	1,877

The above characteristics are the actual twelve (12) month averages prior to the date services are first provided under this Agreement. A change of five percent (5%) or more in any of these characteristics during the term of this Agreement, shall constitute a change in scope.

C.2 RAW WATER QUALITY AND FINISHED WATER REQUIREMENTS OF WATER TREATMENT PLANT(S)

C.2.1 The Facilities shall be operated and maintained in accordance with all applicable federal, state and local regulations pertaining to water treatment, containment monitoring, and reporting. All analytical methods used to demonstrate compliance shall be in accordance with methods approved by the Owner and State Agencies, as applicable. In the event that a parameter does not have a method approved by State Agencies, method approved by EPA as of the date hereof, as contained in the Disinfectants and Disinfection Byproducts Rule (as promulgated in the Federal Register on December 16, 1998), shall be used.

C.2.2 System Demand

OMI shall assume an average demand of water of 0.439 MGD and a peak monthly demand of 15,600,000 gallons. at the commencement of this Agreement OMI acknowledges that the Owner has the right to demand up to 0.62 MGD on any day and OMI shall undertake, as and when needed, the necessary arrangements to assure that sufficient personnel are available to satisfy additional demand overtime. Any change of five percent (5%) or more in the average demand for water as listed above, based on a twelve (12) month moving average, will constitute a change in scope. and an appropriate adjustment of fee shall be negotiated.

C.2.3 OMI shall be responsible for meeting the water treatment performance standards established in Appendix B and C, but shall not be responsible for events outside the control of OMI, which include but are not limited to.

C.2.3.1. Toxic materials contained in the raw water supply;

C.2.3.2. Raw water is insufficient to meet demand;

C.2.3.3. The demand for water exceeds the design capacity of the facilities specified in Appendix C;

C.2.3.4. Vandalism;

C.2.3.5. Acts of God or Force Majeure events.

C.2.4 The estimated costs for services under this Agreement is based on a monthly average production of 13,300,000 gallons. Any change of five percent (5%) in the average daily production based upon a twelve (12) month moving average will constitute a change in scope of services.

Appendix D

LOCATION OF PROJECT

OMI agrees to provide the services necessary for the operation, maintenance, and management of the facilities described herein:

- D.1 All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate Owner's Wastewater Treatment Plant and Clarifying Pond located at:

Mary Esther Wastewater Facility
195 Christobal Road North
Mary Esther, FL 32569

*At the time of execution of this Agreement, WWTP Ditch #1 remains off-line due to necessary capital upgrades.

Mary Esther Facility Effluent Clarifying Pond
Elgin Air Force Base, Owner
Leased to City of Mary Esther, FL

- D.2 All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate Owner's Water Treatment Plant(s) located at:

Mary Esther Water Well #1
160 N. Christobal Road
Mary Esther FL 32569

Mary Esther Water Well #2
180 Andalusia Street
Mary Esther, FL 32569

Mary Esther Water Well #3
27 Mary Esther Drive
Mary Esther, FL 32569

Mary Esther Water Well #4
0 Town Lane
Mary Esther, FL 32569

- D.3 All equipment, grounds, and facilities now existing within the current service boundaries of the Owner's Sanitary Collection System and Identified in Owner's sanitary collection system maps, inventory list or other documents. The Sanitary Collection System includes all force mains, gravity sewers, manholes and clean outs in the quantities described as follows:

6 Miles of Force Mains

20 Miles of Gravity Sewers

389 Manholes

- D.4 All equipment, grounds, and facilities now existing within the current service boundaries of the Owner's Water Distribution System and identified in Owner's distribution system maps, inventory list, or other documents. The Water Distribution System includes all:

Elevated Tanks	Ground Storage Tanks
El Main 160 Christobal Road Mary Esther, FL 32569 E2 Well #3 27 Mary Esther Drive Mary Esther, FL 32569 E3 Well #4 0 Town Lane Mary Esther, FL 32569	G1 Main G2 Main G3 Main 160 Christobal Road Mary Esther, FL 32568 G4 Well #3 27 Mary Esther Drive Mary Esther, FL 32569

- D.5 All equipment, grounds, and facilities now existing within the present property boundaries of lift station described as follows:

Mary Esther Lift Station #1
2 Regency Park Drive
Mary Esther, FL 32569

Mary Esther Lift Station #2
14 Oleander Parkway
Mary Esther, FL 32569

Mary Esther Lift Station #3
0 Highway 98
Mary Esther, FL 32569

Mary Esther Lift Station #4
320 W Miracle Strip Pkwy
Mary Esther, FL 32569

Mary Esther Lift Station #5
27 Mary Esther Drive
Mary Esther, FL 32569

Mary Esther Lift Station #6
14 Sleepy Hollow Road
Mary Esther, FL 32569

Mary Esther Lift Station #7
0 Hollywood Boulevard
Mary Esther, FL 32569

Mary Esther Lift Station #8
191 Brian Circle
Mary Esther, FL 32569

Mary Esther Lift Station #9
0 Page Bacon Road
Mary Esther, FL 32569

Mary Esther Lift Station #10
0 Highway 98 (Main Station)
Mary Esther, FL 32569

Mary Esther Lift Station #11
15 Calle Rio
Mary Esther, FL 32569

Mary Esther Lift Station #12
12 Islandview Drive
Mary Esther, FL 32569

Mary Esther Lift Station #14
Effluent Pump Station Hurlburt Field
Mary Esther, FL 32569

Appendix E

COMPENSATION, PAYMENT AND BASE FEE ADJUSTMENT FORMULA

E.1 COMPENSATION

E.1.1 The total Base Fee for the initial seventeen (17) month period of May 1, 2025, to September 30, 2026, is Two Million, Eighty-Eight Thousand, Seven Hundred Twenty-Nine Dollars and Seventeen cents (\$2,088,729.17) for water, wastewater, collections and distribution, meter reading and spray field operations.

Category	Time period	Total Dollars
Base Fee - annual	12 months	\$1,474,397.06
Base Fee - additional months	5 months	\$614,332.11
Base Fee - total	17 months	\$2,088,729.17

For the period of May 1, 2025, through September 30, 2026, the electrical and biosolids limits are included in the base fee as follows with reconciliation of the initial five (5) months after September 30, 2025:

E.1.1.1. Electricity

Category	Time period	Total Dollars
Electricity	12 months	\$157,000.00
Electricity	5 months	\$65,416.67
Electricity - total	17 months	\$222,416.67

E.1.1.2. Biosolids

Category	Time period	Total Dollars
Biosolids	12 months	\$20,000.00
Biosolids	5 months	\$8,333.33
Biosolids- total	17 months	28,333.33

E.1.2 The base fee for following period shall be for twelve (12) months, beginning on October 1, 2026, through September 30, 2027.

E.1.3 Changes in the Base Fee shall be negotiated annually, three (3) months prior to end of fiscal year of Owner (September 30). Base Fee adjustments shall be negotiated using formula shown in E.4.

E.1.4 For wastewater treatment, collection system and water distribution system scope of services, if OMI realizes a cost savings under the \$157,000 budgeted cost of electricity on a fiscal year basis then Owner

and OMI shall split the savings fifty percent. If OMI exceeds the annual budgeted cost for electricity for the wastewater treatment, collection and water system in a fiscal year then OMI shall pay fifty percent of any annual budget overage to Owner within thirty (30) days of the end of the Owner's fiscal year (September 30).

E.1.5 For biosolids disposal scope of services, if OMI realizes a cost savings under the \$20,000 budgeted cost of biosolids disposal on a fiscal year basis then Owner and OMI shall split the savings fifty percent. If OMI exceeds the budgeted cost of \$20,000 on a fiscal year basis then OMI shall pay fifty percent above the annual budgeted amount to Owner within thirty (30) days of the end of the Owner's fiscal year (September 30).

E.2 LIMITATIONS

E.2.1 In addition to the Base Fee, the Owner shall pay OMI for repairs, including consumables, materials, supplies, and equipment, for amounts less than \$1,000 per event. The total requested reimbursements for repairs by OMI, combined with repair costs directly paid by the City, shall not exceed the Owner's approved annual budget for repairs. If the annual allocation is exceeded, OMI must seek prior approval from the Owner for any additional expenditures under this section. OMI shall invoice the Owner monthly, providing a requisition log and actual receipts, with only those expenditures that are documented in the log and supported by receipts eligible for reimbursement by the Owner.

E.2.2 Price and scope for Additional Services and Incidental Services performed by OMI will be mutually agreed upon by both parties prior to such services being performed and invoiced as a separate task order provided by the Owner.

E.3 PAYMENT OF COMPENSATION

E.3.1 One-twelfth (1/12) of the total Base Fee for the current year shall be due and payable on the first of the month for each month that services as provided, in addition to the expenditures described in Section E.2.1 for the prior month.

E.3.2 All other compensation to OMI is due on receipt of OMI's invoice associated with an Owner purchase order and payable within thirty (30) days.

E.3.3 Owner shall pay interest at an annual rate equal to Wells Fargo Bank, N.A.'s prime rate plus one and one-half percent (1-1/2%) (said amount of interest not to exceed any limitation provided by law) on payments not paid and received within thirty (30) calendar days for construction related services, starting upon submission of correct paperwork, such

interest being calculated from the due date of the payment in accordance with the Florida Prompt Payment Act.

E.4 BASE FEE ADJUSTMENT FORMULA

$$ABF = BF \times AF$$

Where:

BF = Base Fee specified in Article 4.1

ABF = Adjusted Base Fee

AF = Adjusted Factor as determined by the formula:

$$[(C / C,)]$$

[limited to a minimum of 0% and maximum of 4.0%]

C, U.S. = CPI for Series ID CUUR0000SEHG01, All Urban Consumers (U.S. City Average) Water and Sewerage Maintenance as published by Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month of January that is eighteen (18) months prior to the beginning of the period for which an Adjusted Base Fee is being calculated.

C U.S. = CPI for Series ID CUUR0000SEHG01, All Urban Consumers (U.S. City Average) Water and Sewerage Maintenance as published by Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month of January that is six (6) months prior to the beginning of the period for which an Adjusted Base Fee is being calculated.

Appendix F

OMI OWNED VEHICLES AND EQUIPMENT

The Project includes all vehicles, rolling stock and other equipment as follows:

- 6 Pickup trucks
- 1 Seeder
- Line locating equipment
- 1 Crane truck
- 2 Riding mowers
- 4 Chlorine meters
- 3 Industrial tractors
- 2 Backflow testing kits
- 3 pH meters
- 1 Bush hog
- 3 Air compressors
- 2 DO meters
- 1 Side cutter
- 1 Welder and cutting torch
- 1 Microscope
- 2 Hay rakes
- 1 16' flatbed trailer
- 2 Mini-refrigerators
- 1 Round bailer
- 1 12' flatbed trailer
- Assorted power tools and
- hand tools
- 1 Square bailer
- 1 8'x12' enclosed trailer

Noted: lease vehicles are owned by OMI

Appendix G

OWNER PROVIDED (SHARED EQUIPMENT)

- Skid-steer
- Mini X
- Tractor
- Backhoe
- Flatbed trailers
- Smoke Testing equipment
- Line-Jetter
- Portable Pumps

Appendix H

30-DAY CHEMICAL INVENTORY

Chemicals	Units	Wastewater Plant
Chlorine	150 pound	10 cylinders full

Appendix I
UTILITY PERMITS

Appendix J

MARY ESTHER WATER SYSTEM ASSET MANAGEMENT AND FISCAL SUSTAINABILITY PLAN

Appendix K

MARY ESTHER WASTEWATER ASSET MANAGEMENT AND FISCAL SUSTAINABILITY PLAN

APPENDIX L

OPERATIONS MANAGEMENT INTERNATIONAL, INC.

PROPOSAL

APPENDIX M

CITY OF MARY ESTHER RFP #2024-09