Agenda
Regular Meeting
of the Mary Esther City Council
June 2, 2025 - 6:00 PM

195 Christobal Road – North, Mary Esther, FL 32569

1. **INVOCATION**
2. **CALL TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF THE AGENDA**
6. **SPECIAL PRESENTATIONS**
   - **6.1. 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 April 7, 2025, Public Workshop Meeting**
   - **7.9. Minutes of the May 5, 2025, Regular Council Meeting**
8. **CITIZENS WHO HAVE REQUESTED TO BE PLACED ON THE AGENDA**
   - **8.1. John McLean, 265 Argyle Court, Requesting a Utility Bill Adjustment**
9. **PUBLIC COMMENT (NON-AGENDA ITEMS)**
10. **UNFINISHED BUSINESS**
11. **NEW BUSINESS**
    - **11.1. Transmittal of the City of Mary Esther Comprehensive Plan update for State Coordinated Review and first reading of Ordinance 2025-04**
    - **11.2. Agreement, Amendment to Lease with Cellco Partnership (d/b/a Verizon Wireless)**
    - **11.3. Agreement with RedSpeed Florida, LLC via Piggyback of Plantation Contract RFP No. 005-24 for School Zone Photo Enforcement**
    - **11.4. Amendments to State Revolving Fund Loans WW460201 and DW460212**
    - **11.5. Scope of Work for the Highway 98 Water Line Replacement Project**
    - **11.6. Change Order #3, Well 1 Rehabilitation Project**
    - **11.7. Citizen of the Year Discussion**
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: Dillon Morris, City Clerk

DATE: June 2, 2025

SUBJECT: Yard of the Month

BACKGROUND:
The Yard of the Month program recognizes residents who go above and beyond in maintaining their properties, enhancing the community's overall appearance. Residents can nominate any yard within the Mary Esther city limits, including their own.

DISCUSSION:
We received two nominations for the June Yard of the Month: 152 Brewer Circle and 610 Brian Circle. Both property owners have been contacted and have expressed interest in participating.

FINANCIAL IMPACT:
The Mayor awards a certificate and branded items from the City of Mary Esther to the winner, with the items varying each month based on availability.

RECOMMENDATION:
Motion to select _____ as the Yard of the Month for June 2025.

ATTACHMENT(S):
1. Submissions

152 Brewer Circle

610 Brian Circle

City of Mary Esther, FL

Budget vs Actuals

Account Summary

For Fiscal: 2024-2025 Period Ending: 04/30/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 001 - GENERAL FUND							
Revenue							
Department: 00 - UNDESIGNATED							
001-00-311100	AD VALOREM TAXES	2,215,883.00	2,215,883.00	61,747.52	2,108,681.32	2,108,681.32	107,201.68
001-00-311200	AD VALOREM TAXES-DELQ	65,000.00	65,000.00	0.00	1,121.72	1,121.72	63,878.28
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	200,000.00	12,403.08	89,420.38	89,420.38	110,579.62
001-00-312420	LOCAL ALTERNATIVE FUEL USER FEE	200,000.00	0.00	0.00	0.00	0.00	0.00
001-00-314100	UTILITY TAXES-ELECTRIC	235,000.00	235,000.00	18,818.17	114,955.07	114,955.07	120,044.93
001-00-314200	UTILITY TAXES-COMMUNICATION SE...	230,000.00	230,000.00	18,339.12	100,882.54	100,882.54	129,117.46
001-00-314300	UTILITY TAXES-WATER	129,000.00	129,000.00	10,260.67	74,121.02	74,121.02	54,878.98
001-00-314400	UTILITY TAXES-GAS	42,000.00	42,000.00	4,655.28	27,783.05	27,783.05	14,216.95
001-00-314800	UTILITY TAXES -PROPANE GAS	200.00	200.00	0.00	131.60	131.60	68.40
001-00-316010	BUSINESS TAX - PENALTY INT	900.00	900.00	55.00	643.75	643.75	256.25
001-00-316100	BUSINESS TAX	95,000.00	95,000.00	325.00	13,540.00	13,540.00	81,460.00
001-00-322000	BUILDING PERMITS	80,000.00	80,000.00	2,429.37	6,209.28	6,209.28	73,790.72
001-00-323100	ELECTRICITY FRANCHISE FEES	210,000.00	210,000.00	11,549.98	84,743.33	84,743.33	125,256.67
001-00-323400	GAS FRANCHISE FEES	40,000.00	40,000.00	4,471.56	26,499.53	26,499.53	13,500.47
001-00-324120	IMPACT FEES-FIRE PROTECTION	0.00	0.00	337.00	337.00	337.00	-337.00
001-00-324125	IMPACT FEES-LAW ENFORCEMENT	0.00	0.00	323.00	323.00	323.00	-323.00
001-00-329050	TRACKING FEES	1,500.00	1,500.00	280.00	1,700.00	1,700.00	-200.00
001-00-335120	STATE REVENUE SHARING PROCEEDS	210,000.00	210,000.00	16,257.57	117,015.77	117,015.77	92,984.23
001-00-335150	ALCOHOLIC BEVERAGE LICENSES	500.00	500.00	0.00	734.16	734.16	-234.16
001-00-335180	LOCAL GOVERNMENT 1/2 SALES TAX	500,000.00	500,000.00	36,144.72	223,263.74	223,263.74	276,736.26
001-00-338200	INTERGOV REV-COUNTY BUSINESS TAX	3,000.00	3,000.00	62.18	1,626.81	1,626.81	1,373.19
001-00-338210	INTERGOV REV - LIBRARY COOP	63,000.00	63,000.00	0.00	49,270.50	49,270.50	13,729.50
001-00-341200	ZONING FEES	0.00	0.00	350.00	350.00	350.00	-350.00
001-00-341901	FIRE DEPARTMENT FEES	13,000.00	13,000.00	801.00	7,540.00	7,540.00	5,460.00
001-00-341902	NOTARY FEE REVENUE	0.00	0.00	10.00	100.00	100.00	-100.00
001-00-341910	PLAN REVIEW	0.00	0.00	75.00	75.00	75.00	-75.00
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	240.00	660.00	660.00	-160.00
001-00-342910	IMPACT FEE- STORMWATER	0.00	0.00	300.00	300.00	300.00	-300.00
001-00-343800	CEMETERY FEES	100.00	100.00	0.00	150.00	150.00	-50.00
001-00-344210	BOAT LAUNCH DAILY PERMIT	500.00	500.00	74.00	265.00	265.00	235.00
001-00-344901	FLORIDA DOT	51,759.00	51,759.00	0.00	0.00	0.00	51,759.00
001-00-344910	IMPACT FEE- TRANSPORTATION	0.00	0.00	1,500.00	1,500.00	1,500.00	-1,500.00
001-00-347210	IMPACT FEE- PARKS & RECREATION	0.00	0.00	150.00	150.00	150.00	-150.00
001-00-349100	LIEN SEARCH FEE	1,500.00	1,500.00	150.00	1,030.00	1,030.00	470.00
001-00-351100	COURT FINES	6,000.00	6,000.00	589.49	4,467.37	4,467.37	1,532.63
001-00-352000	LIBRARY FINES/LOST BOOKS	1,500.00	1,500.00	300.49	1,239.41	1,239.41	260.59
001-00-354100	VIOLATION OF LOCAL ORDINANCE	2,500.00	2,500.00	0.00	547.00	547.00	1,953.00
001-00-361000	INTEREST AND OTHER EARNINGS	0.00	0.00	1.11	8.69	8.69	-8.69
001-00-361100	INTEREST INCOME	250,000.00	250,000.00	31,447.47	229,618.39	229,618.39	20,381.61
001-00-364400	SALE OF EQUIPMENT	0.00	0.00	0.00	1,150.00	1,150.00	-1,150.00
001-00-365100	SCRAP SALES	0.00	0.00	0.00	180.40	180.40	-180.40
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	44.75	4,319.07	4,319.07	-4,319.07
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**	**234,492.53**	**3,296,653.90**	**3,296,653.90**	**3,240,380.10**
	Revenue Total:	**6,537,034.00**	**6,537,034.00**	**234,492.53**	**3,296,653.90**	**3,296,653.90**	**3,240,380.10**

		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	3,700.00	13,390.00	13,390.00	13,010.00
001-11-51100-2110	SOCIAL SECURITY TAXES	1,637.00	1,637.00	229.40	830.18	830.18	806.82
001-11-51100-2410	WORKER'S COMPENSATION	600.00	600.00	0.00	306.66	306.66	293.34
001-11-51100-3000	MEDICARE INSURANCE	383.00	383.00	53.70	194.36	194.36	188.64
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	1,627.26	9,251.21	9,588.33	4,411.67
001-11-51100-4810	TROPHIES AND AWARDS	750.00	750.00	0.00	0.00	0.00	750.00
001-11-51100-4930	TRAINING	4,500.00	4,500.00	0.00	755.00	755.00	3,745.00
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	0.00	199.00	199.00	1,201.00
001-11-51100-5290	OPERATING SUPPLIES	1,510.00	1,510.00	15.94	250.69	250.69	1,259.31
001-11-51100-5410	BOOKS, PUBS, SUBS & MEMBS	4,767.00	4,767.00	150.00	3,981.00	4,381.00	386.00
Department: 11 - MAYOR AND CITY COUNCIL Total:		**67,247.00**	**67,247.00**	**5,776.30**	**29,158.10**	**29,895.22**	**37,351.78**
Activity: 51100 - LEGISLATIVE Total:		**67,247.00**	**67,247.00**	**5,776.30**	**29,158.10**	**29,895.22**	**37,351.78**
Activity: 51200 - EXECUTIVE							
Department: 12 - CITY MANAGER							
001-12-51200-1210	SALARIES	173,945.00	173,945.00	19,609.20	100,625.79	100,625.79	73,319.21
001-12-51200-2110	SOCIAL SECURITY TAXES	10,785.00	10,785.00	1,217.25	6,244.74	6,244.74	4,540.26
001-12-51200-2210	RETIREMENT	24,352.00	24,352.00	2,748.66	12,415.31	12,415.31	11,936.69
001-12-51200-2310	EMPLOYEE INSURANCE	28,630.00	28,630.00	1,875.77	15,008.41	15,008.41	13,621.59
001-12-51200-2410	WORKER'S COMPENSATION	170.00	170.00	0.00	86.69	86.69	83.31
001-12-51200-3000	MEDICARE INSURANCE	2,522.00	2,522.00	284.67	1,460.49	1,460.49	1,061.51
001-12-51200-4010	TRAVEL & PER DIEM	6,100.00	6,100.00	276.00	276.00	462.46	5,637.54
001-12-51200-4110	TELEPHONE & INTERNET	360.00	360.00	0.00	0.00	0.00	360.00
001-12-51200-4930	TRAINING	3,500.00	3,500.00	0.00	50.00	50.00	3,450.00
001-12-51200-5290	OPERATING SUPPLIES	2,500.00	2,500.00	83.25	544.96	700.97	1,799.03
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**	**26,094.80**	**137,109.39**	**137,451.86**	**116,912.14**
Activity: 51200 - EXECUTIVE Total:		**254,364.00**	**254,364.00**	**26,094.80**	**137,109.39**	**137,451.86**	**116,912.14**
Activity: 51300 - FINANCE							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51300-1210	SALARIES	74,886.00	74,886.00	8,376.51	43,761.46	43,761.46	31,124.54
001-13-51300-2110	SOCIAL SECURITY TAXES	4,643.00	4,643.00	519.07	2,709.33	2,709.33	1,933.67
001-13-51300-2210	RETIREMENT	10,484.00	10,484.00	1,076.12	3,964.05	3,964.05	6,519.95
001-13-51300-2310	EMPLOYEE INSURANCE	4,710.00	4,710.00	291.70	2,333.60	2,333.60	2,376.40
001-13-51300-2410	WORKER'S COMPENSATION	70.00	70.00	0.00	35.79	35.79	34.21
001-13-51300-3000	MEDICARE INSURANCE	1,086.00	1,086.00	121.40	633.78	633.78	452.22
001-13-51300-3210	ACCOUNTING AND AUDITING	26,250.00	26,250.00	230.00	24,522.50	24,522.50	1,727.50
001-13-51300-4010	TRAVEL & PER DIEM	3,500.00	3,500.00	60.90	60.90	60.90	3,439.10
001-13-51300-4710	PRINTING & BINDING	1,900.00	1,900.00	128.00	423.19	423.19	1,476.81
001-13-51300-4921	BANK FEES	1,000.00	1,000.00	45.00	440.57	440.57	559.43
001-13-51300-4930	TRAINING	2,500.00	2,500.00	0.00	550.00	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
001-13-51300-5110	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	268.60	-268.60
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	0.00	305.00	305.00	550.00
Department: 13 - ADMINISTRATIVE SERVICES Total:		**134,534.00**	**134,534.00**	**10,848.70**	**79,906.64**	**80,175.24**	**54,358.76**
Activity: 51300 - FINANCE Total:		**134,534.00**	**134,534.00**	**10,848.70**	**79,906.64**	**80,175.24**	**54,358.76**
Activity: 51310 - HUMAN RESOURCES							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51310-1210	SALARIES	13,366.00	13,366.00	1,456.66	7,380.45	7,380.45	5,985.55
001-13-51310-2110	SOCIAL SECURITY TAXES	829.00	829.00	90.31	457.55	457.55	371.45
001-13-51310-2210	RETIREMENT	1,871.00	1,871.00	203.94	611.83	611.83	1,259.17
001-13-51310-2220	RETIRED EMPLOYEE LIFE INSURANCE	850.00	850.00	94.86	440.80	440.80	409.20

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-13-51310-2230	RETIRED EMPLOYEE DENTAL INSURA...	4,700.00	4,700.00	268.81	2,651.68	2,651.68	2,048.32
001-13-51310-2310	EMPLOYEE INSURANCE	3,400.00	3,400.00	215.16	1,730.00	1,730.00	1,670.00
001-13-51310-2410	WORKER'S COMPENSATION	20.00	20.00	0.00	10.23	10.23	9.77
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	21.12	106.95	106.95	87.05
001-13-51310-3100	PROFESSIONAL SERVICES	11,200.00	11,200.00	216.69	4,918.04	4,918.04	6,281.96
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	81.98	4,510.95	4,510.95	739.05
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**	**2,649.53**	**36,092.71**	**36,092.71**	**46,987.29**
Activity: 51310 - HUMAN RESOURCES Total:		**83,080.00**	**83,080.00**	**2,649.53**	**36,092.71**	**36,092.71**	**46,987.29**
Activity: 51400 - LEGAL							
Department: 14 - CITY ATTORNEY							
001-14-51400-3111	LEGAL COUNSEL	65,000.00	65,000.00	0.00	23,281.50	23,281.50	41,718.50
Department: 14 - CITY ATTORNEY Total:		**65,000.00**	**65,000.00**	**0.00**	**23,281.50**	**23,281.50**	**41,718.50**
Activity: 51400 - LEGAL Total:		**65,000.00**	**65,000.00**	**0.00**	**23,281.50**	**23,281.50**	**41,718.50**
Activity: 51500 - PLANNING AND ZONING							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-51500-1210	SALARIES	99,488.00	99,488.00	11,030.91	57,447.83	57,447.83	42,040.17
001-30-51500-2110	SOCIAL SECURITY TAXES	6,168.00	6,168.00	683.94	3,561.89	3,561.89	2,606.11
001-30-51500-2210	RETIREMENT	13,928.00	13,928.00	1,319.96	6,398.55	6,398.55	7,529.45
001-30-51500-2310	EMPLOYEE INSURANCE	23,670.00	23,670.00	1,508.82	12,071.06	12,071.06	11,598.94
001-30-51500-2410	WORKER'S COMPENSATION	320.00	320.00	0.00	35.79	35.79	284.21
001-30-51500-3000	MEDICARE INSURANCE	1,443.00	1,443.00	159.97	833.12	833.12	609.88
001-30-51500-3100	PROFESSIONAL SERVICES	90,000.00	90,000.00	44,652.80	44,652.80	44,652.80	45,347.20
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	305.00	305.00	-15.00
001-30-51500-4930	TRAINING	500.00	500.00	0.00	0.00	0.00	500.00
001-30-51500-4946	LEGAL & RETAIL ADVERTISEMENTS	3,000.00	3,000.00	169.61	3,256.24	3,256.24	-256.24
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**	**59,526.01**	**128,742.28**	**128,742.28**	**112,814.72**
Activity: 51500 - PLANNING AND ZONING Total:		**241,557.00**	**241,557.00**	**59,526.01**	**128,742.28**	**128,742.28**	**112,814.72**
Activity: 51600 - NON-COURT INFORMATION SYSTEMS							
Department: 16 - CITY CLERK							
001-16-51600-1210	SALARIES	77,595.00	77,595.00	8,728.70	44,549.67	44,549.67	33,045.33
001-16-51600-2110	SOCIAL SECURITY TAXES	4,811.00	4,811.00	541.18	2,762.05	2,762.05	2,048.95
001-16-51600-2210	RETIREMENT	10,863.00	10,863.00	1,222.02	6,236.98	6,236.98	4,626.02
001-16-51600-2310	EMPLOYEE INSURANCE	17,300.00	17,300.00	1,071.16	8,569.22	8,569.22	8,730.78
001-16-51600-2410	WORKER'S COMPENSATION	100.00	100.00	0.00	51.37	51.37	48.63
001-16-51600-3000	MEDICARE INSURANCE	1,125.00	1,125.00	126.57	645.99	645.99	479.01
001-16-51600-3100	PROFESSIONAL SERVICES	2,350.00	2,350.00	75.39	520.85	960.00	1,390.00
001-16-51600-4010	TRAVEL & PER DIEM	2,500.00	2,500.00	0.00	0.00	1,458.16	1,041.84
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	800.00	1,280.00	1,280.00	420.00
001-16-51600-4946	LEGAL & RETAIL ADVERTISEMENTS	1,000.00	1,000.00	400.64	400.64	400.64	599.36
001-16-51600-5110	OFFICE SUPPLIES	850.00	850.00	129.79	129.79	129.79	720.21
001-16-51600-5290	OPERATING SUPPLIES	1,300.00	1,300.00	153.50	272.95	272.95	1,027.05
001-16-51600-5410	BOOKS, PUBS, SUBS & MEMBS	800.00	800.00	0.00	264.00	459.00	341.00
001-16-51600-5416	CODIFICATION	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00

		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**	**13,248.95**	**65,683.51**	**67,775.82**	**59,168.18**
	Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:	**126,944.00**	**126,944.00**	**13,248.95**	**65,683.51**	**67,775.82**	**59,168.18**
	Activity: 51610 - INFORMATION TECHNOLOGY						
	Department: 13 - ADMINISTRATIVE SERVICES						
001-13-51610-3100	PROFESSIONAL SERVICES	32,500.00	32,500.00	543.55	14,039.80	14,039.80	18,460.20
001-13-51610-4110	TELEPHONE & INTERNET	14,000.00	14,000.00	7,969.35	10,550.78	10,550.78	3,449.22
001-13-51610-4655	COMPUTER HARDWARE & SOFTWARE...	87,404.00	87,404.00	2,566.73	40,672.59	40,672.59	46,731.41
001-13-51610-4660	COPIER MAINTENANCE	7,900.00	7,900.00	592.72	4,240.07	9,058.14	-1,158.14
001-13-51610-6400	COMPUTER SOFTWARE & EQUIPMENT	42,500.00	42,500.00	-79.46	0.00	0.00	42,500.00
	Department: 13 - ADMINISTRATIVE SERVICES Total:	**184,304.00**	**184,304.00**	**11,592.89**	**69,503.24**	**74,321.31**	**109,982.69**
	Activity: 51610 - INFORMATION TECHNOLOGY Total:	**184,304.00**	**184,304.00**	**11,592.89**	**69,503.24**	**74,321.31**	**109,982.69**
	Activity: 51900 - GENERAL GOVERNMENT						
	Department: 99 - NON DEPARTMENTAL						
001-99-51900-4100	POSTAGE & SHIPPING	4,200.00	4,200.00	12.96	1,815.08	1,815.08	2,384.92
001-99-51900-4520	LIABILITY INSURANCE	56,940.00	56,940.00	0.00	49,149.99	49,149.99	7,790.01
001-99-51900-5110	OFFICE SUPPLIES	4,000.00	4,000.00	0.00	933.80	933.80	3,066.20
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**	**12.96**	**51,898.87**	**51,898.87**	**14,141.13**
	Activity: 51900 - GENERAL GOVERNMENT Total:	**66,040.00**	**66,040.00**	**12.96**	**51,898.87**	**51,898.87**	**14,141.13**
	Activity: 51910 - FACILITIES						
	Department: 50 - PUBLIC WORKS						
001-50-51910-1210	SALARIES	52,293.00	52,293.00	6,124.68	25,523.74	25,523.74	26,769.26
001-50-51910-1310	PART-TIME SALARIES	11,200.00	11,200.00	1,355.87	4,228.59	4,228.59	6,971.41
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	463.81	1,844.71	1,844.71	2,123.29
001-50-51910-2210	RETIREMENT	7,391.00	7,391.00	73.95	627.33	627.33	6,763.67
001-50-51910-2310	EMPLOYEE INSURANCE	17,850.00	17,850.00	2,235.98	8,057.65	8,057.65	9,792.35
001-50-51910-2410	WORKER'S COMPENSATION	3,490.00	3,490.00	0.00	1,087.89	1,087.89	2,402.11
001-50-51910-3000	MEDICARE INSURANCE	928.00	928.00	108.48	431.45	431.45	496.55
001-50-51910-3100	PROFESSIONAL SERVICES	20,450.00	20,450.00	1,156.80	5,832.80	9,209.47	11,240.53
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	1,559.60	11,838.33	11,838.33	18,161.67
001-50-51910-4320	WATER	12,000.00	12,000.00	627.77	4,800.18	4,800.18	7,199.82
001-50-51910-4330	SOLID WASTE	7,500.00	7,500.00	247.29	1,694.19	1,694.19	5,805.81
001-50-51910-4340	NATURAL GAS	2,500.00	2,500.00	107.07	825.81	825.81	1,674.19
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	32,246.00	32,246.00	-13,346.00
001-50-51910-4522	VEHICLE INSURANCE	1,050.00	1,050.00	0.00	870.00	870.00	180.00
001-50-51910-4611	BUILDING R & M	20,000.00	20,000.00	780.93	7,575.88	9,070.88	10,929.12
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	532.14	1,049.79	1,049.79	3,950.21
001-50-51910-4930	TRAINING	1,000.00	1,000.00	0.00	0.00	153.75	846.25
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	226.34	1,048.57	1,048.57	3,951.43
001-50-51910-5220	UNIFORMS	1,000.00	1,000.00	0.00	336.34	336.34	663.66
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	1,182.88	1,182.88	1,317.12
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	0.00	87.93	87.93	912.07
001-50-51910-5270	MACHINERY & EQUIPMENT	1,500.00	1,500.00	521.99	715.34	715.34	784.66
001-50-51910-5290	OPERATING SUPPLIES	7,500.00	7,500.00	197.53	1,428.78	1,428.78	6,071.22
001-50-51910-5410	BOOKS, PUBS, SUBS & MEMBS	100.00	100.00	0.00	0.00	0.00	100.00
001-50-51910-6210	BUILDINGS	818,674.00	818,674.00	0.00	28,466.75	602,778.96	215,895.04
	Department: 50 - PUBLIC WORKS Total:	**1,058,044.00**	**1,058,044.00**	**16,320.23**	**142,510.55**	**721,848.18**	**336,195.82**
	Activity: 51910 - FACILITIES Total:	**1,058,044.00**	**1,058,044.00**	**16,320.23**	**142,510.55**	**721,848.18**	**336,195.82**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Activity: 52100 - LAW ENFORCEMENT							
Department: 20 - PUBLIC SAFETY							
001-20-52100-3405	CONTRACT FOR SERVICES	310,788.00	310,788.00	24,927.42	174,536.94	174,536.94	136,251.06
Department: 20 - PUBLIC SAFETY Total:		**310,788.00**	**310,788.00**	**24,927.42**	**174,536.94**	**174,536.94**	**136,251.06**
Activity: 52100 - LAW ENFORCEMENT Total:		**310,788.00**	**310,788.00**	**24,927.42**	**174,536.94**	**174,536.94**	**136,251.06**
Activity: 52200 - FIRE							
Department: 20 - PUBLIC SAFETY							
001-20-52200-3405	CONTRACT FOR SERVICES	1,147,687.00	1,147,687.00	286,921.70	573,843.40	573,843.40	573,843.60
001-20-52200-4710	PRINTING & BINDING	0.00	0.00	198.00	198.00	198.00	-198.00
Department: 20 - PUBLIC SAFETY Total:		**1,147,687.00**	**1,147,687.00**	**287,119.70**	**574,041.40**	**574,041.40**	**573,645.60**
Activity: 52200 - FIRE Total:		**1,147,687.00**	**1,147,687.00**	**287,119.70**	**574,041.40**	**574,041.40**	**573,645.60**
Activity: 52400 - CODE COMPLIANCE							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-52400-1210	SALARIES	57,350.00	57,350.00	6,451.65	33,690.93	33,690.93	23,659.07
001-30-52400-2110	SOCIAL SECURITY TAXES	3,556.00	3,556.00	400.01	2,088.92	2,088.92	1,467.08
001-30-52400-2210	RETIREMENT	8,029.00	8,029.00	574.70	3,178.72	3,178.72	4,850.28
001-30-52400-2310	EMPLOYEE INSURANCE	13,850.00	13,850.00	869.89	6,959.12	6,959.12	6,890.88
001-30-52400-2410	WORKER'S COMPENSATION	710.00	710.00	0.00	1,008.60	1,008.60	-298.60
001-30-52400-3000	MEDICARE INSURANCE	832.00	832.00	93.56	488.53	488.53	343.47
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	176.40	176.40	323.60
001-30-52400-4522	VEHICLE INSURANCE	290.00	290.00	0.00	306.30	306.30	-16.30
001-30-52400-4610	VEHICLE R & M	1,000.00	1,000.00	0.00	17.85	17.85	982.15
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	190.13	667.22	667.22	632.78
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**	**8,609.34**	**48,858.58**	**48,858.58**	**41,958.42**
Activity: 52400 - CODE COMPLIANCE Total:		**90,817.00**	**90,817.00**	**8,609.34**	**48,858.58**	**48,858.58**	**41,958.42**
Activity: 52410 - BUILDING							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-52410-1210	SALARIES	48,185.00	48,185.00	5,350.85	27,732.64	27,732.64	20,452.36
001-30-52410-2110	SOCIAL SECURITY TAXES	2,987.00	2,987.00	331.71	1,719.14	1,719.14	1,267.86
001-30-52410-2210	RETIREMENT	6,746.00	6,746.00	571.68	2,724.74	2,724.74	4,021.26
001-30-52410-2310	EMPLOYEE INSURANCE	13,580.00	13,580.00	858.38	6,867.54	6,867.54	6,712.46
001-30-52410-2410	WORKER'S COMPENSATION	170.00	170.00	0.00	10.23	10.23	159.77
001-30-52410-3000	MEDICARE INSURANCE	699.00	699.00	77.56	401.97	401.97	297.03
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	305.00	305.00	-15.00
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**	**7,190.18**	**39,761.26**	**39,761.26**	**113,895.74**
Activity: 52410 - BUILDING Total:		**153,657.00**	**153,657.00**	**7,190.18**	**39,761.26**	**39,761.26**	**113,895.74**
Activity: 53800 - STORMWATER							
Department: 50 - PUBLIC WORKS							
001-50-53800-1210	SALARIES	95,502.00	95,502.00	11,069.40	56,710.04	56,710.04	38,791.96
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	684.61	3,508.62	3,508.62	2,443.38
001-50-53800-2210	RETIREMENT	13,440.00	13,440.00	923.81	4,773.22	4,773.22	8,666.78
001-50-53800-2310	EMPLOYEE INSURANCE	28,350.00	28,350.00	1,792.69	14,181.46	14,181.46	14,168.54
001-50-53800-2410	WORKER'S COMPENSATION	4,360.00	4,360.00	0.00	4,585.79	4,585.79	-225.79
001-50-53800-3000	MEDICARE INSURANCE	1,392.00	1,392.00	160.18	820.87	820.87	571.13
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	600.00	600.00	718.58	281.42
001-50-53800-4522	VEHICLE INSURANCE	1,050.00	1,050.00	0.00	870.00	870.00	180.00

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-50-53800-4615	FENCING AND LANDSCAPING	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00
001-50-53800-4637	CURBS/GUTTERS/STORM DRAINS R&M	5,500.00	5,500.00	269.80	1,384.42	3,703.02	1,796.98
001-50-53800-4930	TRAINING	0.00	0.00	0.00	219.00	219.00	-219.00
001-50-53800-5220	UNIFORMS	250.00	250.00	0.00	0.00	0.00	250.00
001-50-53800-5295	OPERATING SUPPLIES/JANITORIAL	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	375.00	375.00	2,125.00
001-50-53800-6310	INFRASTRUCTURE	1,104,703.00	1,104,703.00	53,932.50	151,769.70	617,896.59	486,806.41
	Department: 50 - PUBLIC WORKS Total:	**1,286,749.00**	**1,286,749.00**	**69,432.99**	**239,798.12**	**708,362.19**	**578,386.81**
	Activity: 53800 - STORMWATER Total:	**1,286,749.00**	**1,286,749.00**	**69,432.99**	**239,798.12**	**708,362.19**	**578,386.81**
Activity: 54100 - STREETS							
Department: 50 - PUBLIC WORKS							
001-50-54100-1210	SALARIES	95,502.00	95,502.00	11,061.76	56,694.25	56,694.25	38,807.75
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	684.47	3,507.75	3,507.75	2,444.25
001-50-54100-2210	RETIREMENT	13,440.00	13,440.00	923.65	4,772.52	4,772.52	8,667.48
001-50-54100-2310	EMPLOYEE INSURANCE	28,350.00	28,350.00	1,800.12	14,196.31	14,196.31	14,153.69
001-50-54100-2410	WORKER'S COMPENSATION	4,360.00	4,360.00	0.00	4,651.46	4,651.46	-291.46
001-50-54100-3000	MEDICARE INSURANCE	1,392.00	1,392.00	159.99	820.01	820.01	571.99
001-50-54100-3100	PROFESSIONAL SERVICES	0.00	0.00	5,000.00	5,625.00	5,625.00	-5,625.00
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	4,742.84	27,567.36	27,567.36	32,432.64
001-50-54100-4320	WATER	500.00	500.00	33.35	198.52	198.52	301.48
001-50-54100-4330	Solid Waste	10,000.00	10,000.00	33.68	4,246.33	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	1,165.71	1,165.71	-115.71
001-50-54100-4610	VEHICLE R & M	4,000.00	4,000.00	9.00	931.62	931.62	3,068.38
001-50-54100-4615	FENCING AND LANDSCAPING	2,500.00	2,500.00	4,226.44	4,726.56	4,726.56	-2,226.56
001-50-54100-4623	HEAVY EQUIPMENT R & M	15,000.00	15,000.00	0.00	4,274.78	4,274.78	10,725.22
001-50-54100-4631	STREET REPAVING	61,000.00	61,000.00	0.00	7,547.15	63,491.00	-2,491.00
001-50-54100-4636	TRAFFIC CONTROL/SIGNS R&M	6,000.00	6,000.00	37.12	729.62	1,261.78	4,738.22
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	69.54	69.54	223.29	776.71
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	290.29	1,670.74	1,670.74	4,329.26
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	0.00	137.72	137.72	612.28
001-50-54100-5260	TOOLS	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
001-50-54100-5270	MACHINERY & EQUIPMENT	5,000.00	5,000.00	0.00	385.05	865.01	4,134.99
001-50-54100-5290	OPERATING SUPPLIES	4,000.00	4,000.00	0.00	655.60	2,608.77	1,391.23
001-50-54100-5410	BOOKS, PUBS, SUBS & MEMBS	500.00	500.00	0.00	407.00	407.00	93.00
001-50-54100-6310	INFRASTRUCTURE	980,863.00	980,863.00	0.00	784,422.70	928,522.70	52,340.30
001-50-54100-6410	MACHINERY & EQUIPMENT	300,000.00	300,000.00	61,285.00	289,430.00	289,430.00	10,570.00
	Department: 50 - PUBLIC WORKS Total:	**1,626,959.00**	**1,626,959.00**	**90,357.25**	**1,218,963.84**	**1,427,351.20**	**199,607.80**
	Activity: 54100 - STREETS Total:	**1,626,959.00**	**1,626,959.00**	**90,357.25**	**1,218,963.84**	**1,427,351.20**	**199,607.80**
Activity: 56200 - ANIMAL CONTROL							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-56200-3410	ANIMAL CONTROL	5,000.00	5,000.00	220.00	2,840.00	2,840.00	2,160.00
	Department: 30 - COMMUNITY DEVELOPMENT Total:	**5,000.00**	**5,000.00**	**220.00**	**2,840.00**	**2,840.00**	**2,160.00**
	Activity: 56200 - ANIMAL CONTROL Total:	**5,000.00**	**5,000.00**	**220.00**	**2,840.00**	**2,840.00**	**2,160.00**
Activity: 57100 - LIBRARY							
Department: 71 - LIBRARY							
001-71-57100-1210	SALARIES	278,192.00	278,192.00	31,398.29	179,473.41	179,473.41	98,718.59
001-71-57100-1310	SALARIES - PART TIME	47,552.00	47,552.00	4,668.77	21,448.92	21,448.92	26,103.08
001-71-57100-2110	SOCIAL SECURITY TAXES	20,196.00	20,196.00	2,226.83	12,400.98	12,400.98	7,795.02
001-71-57100-2210	RETIREMENT	38,947.00	38,947.00	3,044.34	17,999.73	17,999.73	20,947.27
001-71-57100-2310	EMPLOYEE INSURANCE	78,223.00	78,223.00	7,764.45	36,692.57	36,692.57	41,530.43

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-71-57100-2410	WORKER'S COMPENSATION	700.00	700.00	0.00	357.78	357.78	342.22
001-71-57100-3000	MEDICARE INSURANCE	4,723.00	4,723.00	520.82	2,900.27	2,900.27	1,822.73
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	0.00	1,095.93	1,095.93	804.07
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	119.79	650.09	650.09	2,049.91
001-71-57100-5290	OPERATING SUPPLIES	0.00	0.00	0.00	15.69	15.69	-15.69
001-71-57100-5410	BOOKS, PUBS, SUBS & MEMBS	16,000.00	16,000.00	553.29	9,960.66	9,960.66	6,039.34
001-71-57100-5417	LIBRARY E-BOOK LEASES	15,000.00	15,000.00	0.00	4,800.00	4,800.00	10,200.00
001-71-57100-5420	MEMBERSHIPS	1,200.00	1,200.00	0.00	292.00	292.00	908.00
	Department: 71 - LIBRARY Total:	**508,733.00**	**508,733.00**	**50,296.58**	**288,919.82**	**288,919.82**	**219,813.18**
	Activity: 57100 - LIBRARY Total:	**508,733.00**	**508,733.00**	**50,296.58**	**288,919.82**	**288,919.82**	**219,813.18**
Activity: 57200 - PARKS							
Department: 50 - PUBLIC WORKS							
001-50-57200-1210	SALARIES	118,320.00	118,320.00	13,880.10	57,715.70	57,715.70	60,604.30
001-50-57200-1310	PART-TIME SALARIES	26,133.00	26,133.00	3,163.69	9,866.61	9,866.61	16,266.39
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	1,056.72	4,190.20	4,190.20	4,796.80
001-50-57200-2210	RETIREMENT	16,635.00	16,635.00	147.87	1,368.51	1,368.51	15,266.49
001-50-57200-2310	EMPLOYEE INSURANCE	40,800.00	40,800.00	5,197.87	18,664.43	18,664.43	22,135.57
001-50-57200-2410	WORKER'S COMPENSATION	8,140.00	8,140.00	0.00	2,538.39	2,538.39	5,601.61
001-50-57200-3000	MEDICARE INSURANCE	2,102.00	2,102.00	247.12	979.85	979.85	1,122.15
001-50-57200-3100	PROFESSIONAL SERVICES	100,000.00	100,000.00	12,981.02	22,313.52	94,792.52	5,207.48
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	377.03	2,129.73	2,129.73	3,370.27
001-50-57200-4320	WATER	4,000.00	4,000.00	277.91	1,537.79	1,537.79	2,462.21
001-50-57200-4330	SOLID WASTE	500.00	500.00	0.00	254.51	254.51	245.49
001-50-57200-4521	PROPERTY INSURANCE	8,450.00	8,450.00	0.00	7,927.00	7,927.00	523.00
001-50-57200-4522	VEHICLE INSURANCE	1,050.00	1,050.00	0.00	870.00	870.00	180.00
001-50-57200-4611	BUILDING R & M	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00
001-50-57200-4612	FURNITURE/EQUIP. R & M	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-57200-4615	FENCING AND LANDSCAPING	30,000.00	30,000.00	110.77	2,014.33	2,413.85	27,586.15
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	385.53	1,410.35	1,410.35	4,589.65
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	0.00	697.00	1,745.00	1,255.00
001-50-57200-5290	OPERATING SUPPLIES	10,000.00	10,000.00	615.77	1,174.18	1,727.34	8,272.66
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	0.00	35.00	35.00	65.00
001-50-57200-5741	COMMUNITY EVENTS	15,000.00	15,000.00	1,914.00	5,239.37	5,664.37	9,335.63
001-50-57200-6310	INFRASTRUCTURE	908,100.00	908,100.00	143.26	86,448.60	152,980.33	755,119.67
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**	**40,498.66**	**233,370.99**	**374,807.40**	**972,009.60**
	Activity: 57200 - PARKS Total:	**1,346,817.00**	**1,346,817.00**	**40,498.66**	**233,370.99**	**374,807.40**	**972,009.60**
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	86,064.75	86,064.75	114,673.25
	Department: 99 - NON DEPARTMENTAL Total:	**310,234.00**	**310,234.00**	**0.00**	**86,064.75**	**86,064.75**	**224,169.25**
	Activity: 58100 - INTERFUND TRANSFER Total:	**310,234.00**	**310,234.00**	**0.00**	**86,064.75**	**86,064.75**	**224,169.25**
	Expense Total:	**9,068,555.00**	**9,068,555.00**	**724,722.49**	**3,671,042.49**	**5,077,026.53**	**3,991,528.47**
	Fund: 001 - GENERAL FUND Surplus (Deficit):	**-2,531,521.00**	**-2,531,521.00**	**-490,229.96**	**-374,388.59**	**-1,780,372.63**	**-751,148.37**

		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	31,257.95	234,773.78	234,773.78	265,226.22
101-00-361100	INTEREST INCOME	50,000.00	50,000.00	10,222.70	68,759.51	68,759.51	-18,759.51
	Department: 00 - UNDESIGNATED Total:	**550,000.00**	**550,000.00**	**41,480.65**	**303,533.29**	**303,533.29**	**246,466.71**
	Revenue Total:	**550,000.00**	**550,000.00**	**41,480.65**	**303,533.29**	**303,533.29**	**246,466.71**

		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):		**-313,238.00**	**-313,238.00**	**41,480.65**	**303,533.29**	**303,533.29**	**-616,771.29**

		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	103,427.83	691,895.01	691,895.01	589,104.99
410-00-343320	WATER UTIL - PENALTIES	20,000.00	20,000.00	3,092.76	20,811.19	20,811.19	-811.19
410-00-343340	BACKFLOW PREVENTER INSPECTION F...	3,500.00	3,500.00	300.00	4,550.00	4,550.00	-1,050.00
410-00-343351	TURN-ON & CUT-OFF FEES	6,000.00	6,000.00	810.00	3,630.00	3,630.00	2,370.00
410-00-343510	SEWER UTIL REV - OPER INCOME	1,806,000.00	1,806,000.00	145,905.25	971,987.38	971,987.38	834,012.62
410-00-343520	SEWER UTILITY PENALTIES	20,000.00	20,000.00	910.74	10,170.06	10,170.06	9,829.94
410-00-343611	IMPACT FEES WATER	0.00	0.00	400.00	400.00	400.00	-400.00
410-00-343612	IMPACT FEES SEWER	0.00	0.00	400.00	400.00	400.00	-400.00
410-00-359000	OTHER REVENUE & RETURN CHECKS	200.00	200.00	40.00	682.46	682.46	-482.46
410-00-361000	INTEREST AND OTHER EARNINGS	100,000.00	100,000.00	20,371.53	136,933.06	136,933.06	-36,933.06
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	23,440.99	121,814.35	121,814.35	77,185.65
410-00-369900	MISCELLANEOUS REVENUE - OTHER	0.00	0.00	50.00	14,708.20	14,708.20	-14,708.20
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**	**299,149.10**	**1,979,181.71**	**1,979,181.71**	**3,748,582.29**
	Revenue Total:	**5,727,764.00**	**5,727,764.00**	**299,149.10**	**1,979,181.71**	**1,979,181.71**	**3,748,582.29**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense							
Activity: 51700 - DEBT SERVICE PAYMENT							
Department: 99 - NON DEPARTMENTAL							
410-99-51700-7220	SRF LOAN INTEREST	0.00	0.00	0.00	1,597.70	1,597.70	-1,597.70
Department: 99 - NON DEPARTMENTAL Total:		**0.00**	**0.00**	**0.00**	**1,597.70**	**1,597.70**	**-1,597.70**
Activity: 51700 - DEBT SERVICE PAYMENT Total:		**0.00**	**0.00**	**0.00**	**1,597.70**	**1,597.70**	**-1,597.70**
Activity: 53300 - WATER							
Department: 50 - PUBLIC WORKS							
410-50-53300-1210	SALARIES	112,553.00	112,553.00	12,787.61	66,672.64	66,672.64	45,880.36
410-50-53300-2110	SOCIAL SECURITY TAXES	6,978.00	6,978.00	791.53	4,173.93	4,173.93	2,804.07
410-50-53300-2210	RETIREMENT	15,757.00	15,757.00	1,261.12	5,760.63	5,760.63	9,996.37
410-50-53300-2310	EMPLOYEE INSURANCE	27,555.00	27,555.00	1,731.06	13,848.60	13,848.60	13,706.40
410-50-53300-2410	WORKER'S COMPENSATION	145.00	145.00	0.00	61.32	61.32	83.68
410-50-53300-3000	MEDICARE INSURANCE	1,632.00	1,632.00	185.13	976.27	976.27	655.73
410-50-53300-3100	PROFESSIONAL SERVICES	148,543.00	148,543.00	8,811.00	36,002.40	197,179.18	-48,636.18
410-50-53300-3150	ENGINEERING, CONSULTING SERVICES	15,000.00	15,000.00	0.00	6,374.36	6,374.36	8,625.64
410-50-53300-3210	ACCOUNTING AND AUDITING	11,700.00	11,700.00	115.00	12,261.25	12,261.25	-561.25
410-50-53300-3405	CONTRACT FOR SERVICES	850,000.00	850,000.00	131,781.69	560,104.16	560,104.16	289,895.84
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	392.85	2,974.19	2,974.19	2,525.81
410-50-53300-4110	TELEPHONE & INTERNET	6,200.00	6,200.00	348.01	2,126.96	2,126.96	4,073.04
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	32,684.00	32,684.00	2,566.00
410-50-53300-4613	GROUNDS MAINTENANCE	20,000.00	20,000.00	0.00	7,500.00	7,500.00	12,500.00
410-50-53300-4617	WATER SYSTEMS MAINTENANCE	80,600.00	80,600.00	16,224.00	22,077.20	24,577.20	56,022.80
410-50-53300-4644	ELEVATED TANKS MAINTENANCE CO...	70,000.00	70,000.00	17,750.00	35,500.00	71,000.00	-1,000.00
410-50-53300-4650	COMPUTER OPERATIONS AND MAINT...	24,130.00	24,130.00	-881.79	1,290.46	1,290.46	22,839.54
410-50-53300-4710	PRINTING & BINDING	3,500.00	3,500.00	208.69	1,382.28	1,382.28	2,117.72
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	1,681.10	1,932.90	2,152.45	-652.45
410-50-53300-4915	CREDIT CARD PROCESSING FEES	23,000.00	23,000.00	1,312.60	10,276.19	10,276.19	12,723.81
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	4,950.00	18,957.44	20,379.17	29,620.83
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	0.00	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	0.00	55,460.00	55,460.00	985,690.00
410-50-53300-6410	MACHINERY & EQUIPMENT	88,000.00	88,000.00	0.00	1,252.28	1,252.28	86,747.72
Department: 50 - PUBLIC WORKS Total:		**2,660,693.00**	**2,660,693.00**	**199,449.60**	**900,852.00**	**1,101,670.06**	**1,559,022.94**
Activity: 53300 - WATER Total:		**2,660,693.00**	**2,660,693.00**	**199,449.60**	**900,852.00**	**1,101,670.06**	**1,559,022.94**
Activity: 53500 - SEWER							
Department: 50 - PUBLIC WORKS							
410-50-53500-1210	SALARIES	112,553.00	112,553.00	12,787.39	66,671.60	66,671.60	45,881.40
410-50-53500-2110	SOCIAL SECURITY TAXES	6,978.00	6,978.00	791.46	4,173.29	4,173.29	2,804.71
410-50-53500-2210	RETIREMENT	15,757.00	15,757.00	1,260.93	5,759.58	5,759.58	9,997.42
410-50-53500-2310	EMPLOYEE INSURANCE	27,555.00	27,555.00	1,731.08	13,848.64	13,848.64	13,706.36
410-50-53500-2410	WORKER'S COMPENSATION	145.00	145.00	0.00	61.32	61.32	83.68
410-50-53500-3000	MEDICARE INSURANCE	1,632.00	1,632.00	185.10	975.75	975.75	656.25
410-50-53500-3100	PROFESSIONAL SERVICES	0.00	0.00	0.00	558.25	558.25	-558.25
410-50-53500-3150	ENGINEERING, CONSULT. SERVICES & ...	15,000.00	15,000.00	0.00	11,464.39	25,924.39	-10,924.39
410-50-53500-3210	ACCOUNTING AND AUDITING	11,700.00	11,700.00	115.00	12,261.25	12,261.25	-561.25
410-50-53500-3405	CONTRACT FOR SERVICES	850,000.00	850,000.00	131,781.70	560,104.23	560,104.23	289,895.77
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	392.86	2,833.11	2,833.11	2,666.89
410-50-53500-4110	TELEPHONE & INTERNET	3,800.00	3,800.00	191.36	1,387.59	1,387.59	2,412.41
410-50-53500-4320	WATER	37,000.00	37,000.00	3,366.63	17,351.35	17,351.35	19,648.65
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	37,308.00	37,308.00	1,792.00

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
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	60,235.00	103,720.00	109,169.00	-21,669.00
410-50-53500-4650	COMPUTER OPERATIONS AND MAINT...	24,130.00	24,130.00	-881.79	1,290.46	1,290.46	22,839.54
410-50-53500-4710	PRINTING & BINDING	2,500.00	2,500.00	208.69	971.03	971.03	1,528.97
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	1,681.09	2,103.18	2,322.73	-322.73
410-50-53500-4915	CREDIT CARD PROCESSING FEES	23,000.00	23,000.00	1,312.59	10,276.17	10,276.17	12,723.83
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	0.00	1,201.55	1,201.55	298.45
410-50-53500-6310	INFRASTRUCTURE	1,284,789.00	1,284,789.00	0.00	53,299.48	55,053.63	1,229,735.37
410-50-53500-6410	MACHINERY & EQUIPMENT	136,000.00	136,000.00	5,709.23	13,598.23	30,213.23	105,786.77
	Department: 50 - PUBLIC WORKS Total:	**2,716,354.00**	**2,716,354.00**	**220,868.32**	**942,718.90**	**981,216.60**	**1,735,137.40**
	Activity: 53500 - SEWER Total:	**2,716,354.00**	**2,716,354.00**	**220,868.32**	**942,718.90**	**981,216.60**	**1,735,137.40**
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**	**420,317.92**	**1,845,168.60**	**2,084,484.36**	**3,520,216.64**
	Fund: 410 - WATER/SEWER FUND Surplus (Deficit):	**123,063.00**	**123,063.00**	**-121,168.82**	**134,013.11**	**-105,302.65**	**228,365.65**
	Report Surplus (Deficit):	**-2,721,696.00**	**-2,721,696.00**	**-569,918.13**	**63,157.81**	**-1,582,141.99**	

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	234,492.53	3,296,653.90	3,296,653.90	3,240,380.10
	Revenue Total:	**6,537,034.00**	**6,537,034.00**	**234,492.53**	**3,296,653.90**	**3,296,653.90**	**3,240,380.10**

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	5,776.30	29,158.10	29,895.22	37,351.78
Activity: 51100 - LEGISLATIVE Total:	**67,247.00**	**67,247.00**	**5,776.30**	**29,158.10**	**29,895.22**	**37,351.78**
Activity: 51200 - EXECUTIVE						
12 - CITY MANAGER	254,364.00	254,364.00	26,094.80	137,109.39	137,451.86	116,912.14
Activity: 51200 - EXECUTIVE Total:	**254,364.00**	**254,364.00**	**26,094.80**	**137,109.39**	**137,451.86**	**116,912.14**
Activity: 51300 - FINANCE						
13 - ADMINISTRATIVE SERVICES	134,534.00	134,534.00	10,848.70	79,906.64	80,175.24	54,358.76
Activity: 51300 - FINANCE Total:	**134,534.00**	**134,534.00**	**10,848.70**	**79,906.64**	**80,175.24**	**54,358.76**
Activity: 51310 - HUMAN RESOURCES						
13 - ADMINISTRATIVE SERVICES	83,080.00	83,080.00	2,649.53	36,092.71	36,092.71	46,987.29
Activity: 51310 - HUMAN RESOURCES Total:	**83,080.00**	**83,080.00**	**2,649.53**	**36,092.71**	**36,092.71**	**46,987.29**
Activity: 51400 - LEGAL						
14 - CITY ATTORNEY	65,000.00	65,000.00	0.00	23,281.50	23,281.50	41,718.50
Activity: 51400 - LEGAL Total:	**65,000.00**	**65,000.00**	**0.00**	**23,281.50**	**23,281.50**	**41,718.50**
Activity: 51500 - PLANNING AND ZONING						
30 - COMMUNITY DEVELOPMENT	241,557.00	241,557.00	59,526.01	128,742.28	128,742.28	112,814.72
Activity: 51500 - PLANNING AND ZONING Total:	**241,557.00**	**241,557.00**	**59,526.01**	**128,742.28**	**128,742.28**	**112,814.72**
Activity: 51600 - NON-COURT INFORMATION SYSTEMS						
16 - CITY CLERK	126,944.00	126,944.00	13,248.95	65,683.51	67,775.82	59,168.18
Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:	**126,944.00**	**126,944.00**	**13,248.95**	**65,683.51**	**67,775.82**	**59,168.18**
Activity: 51610 - INFORMATION TECHNOLOGY						
13 - ADMINISTRATIVE SERVICES	184,304.00	184,304.00	11,592.89	69,503.24	74,321.31	109,982.69
Activity: 51610 - INFORMATION TECHNOLOGY Total:	**184,304.00**	**184,304.00**	**11,592.89**	**69,503.24**	**74,321.31**	**109,982.69**
Activity: 51900 - GENERAL GOVERNMENT						
99 - NON DEPARTMENTAL	66,040.00	66,040.00	12.96	51,898.87	51,898.87	14,141.13
Activity: 51900 - GENERAL GOVERNMENT Total:	**66,040.00**	**66,040.00**	**12.96**	**51,898.87**	**51,898.87**	**14,141.13**
Activity: 51910 - FACILITIES						
50 - PUBLIC WORKS	1,058,044.00	1,058,044.00	16,320.23	142,510.55	721,848.18	336,195.82
Activity: 51910 - FACILITIES Total:	**1,058,044.00**	**1,058,044.00**	**16,320.23**	**142,510.55**	**721,848.18**	**336,195.82**
Activity: 52100 - LAW ENFORCEMENT						
20 - PUBLIC SAFETY	310,788.00	310,788.00	24,927.42	174,536.94	174,536.94	136,251.06
Activity: 52100 - LAW ENFORCEMENT Total:	**310,788.00**	**310,788.00**	**24,927.42**	**174,536.94**	**174,536.94**	**136,251.06**
Activity: 52200 - FIRE						
20 - PUBLIC SAFETY	1,147,687.00	1,147,687.00	287,119.70	574,041.40	574,041.40	573,645.60
Activity: 52200 - FIRE Total:	**1,147,687.00**	**1,147,687.00**	**287,119.70**	**574,041.40**	**574,041.40**	**573,645.60**
Activity: 52400 - CODE COMPLIANCE						
30 - COMMUNITY DEVELOPMENT	90,817.00	90,817.00	8,609.34	48,858.58	48,858.58	41,958.42
Activity: 52400 - CODE COMPLIANCE Total:	**90,817.00**	**90,817.00**	**8,609.34**	**48,858.58**	**48,858.58**	**41,958.42**
Activity: 52410 - BUILDING						
30 - COMMUNITY DEVELOPMENT	153,657.00	153,657.00	7,190.18	39,761.26	39,761.26	113,895.74
Activity: 52410 - BUILDING Total:	**153,657.00**	**153,657.00**	**7,190.18**	**39,761.26**	**39,761.26**	**113,895.74**
Activity: 53800 - STORMWATER						
50 - PUBLIC WORKS	1,286,749.00	1,286,749.00	69,432.99	239,798.12	708,362.19	578,386.81
Activity: 53800 - STORMWATER Total:	**1,286,749.00**	**1,286,749.00**	**69,432.99**	**239,798.12**	**708,362.19**	**578,386.81**
Activity: 54100 - STREETS						
50 - PUBLIC WORKS	1,626,959.00	1,626,959.00	90,357.25	1,218,963.84	1,427,351.20	199,607.80
Activity: 54100 - STREETS Total:	**1,626,959.00**	**1,626,959.00**	**90,357.25**	**1,218,963.84**	**1,427,351.20**	**199,607.80**
Activity: 56200 - ANIMAL CONTROL						
30 - COMMUNITY DEVELOPMENT	5,000.00	5,000.00	220.00	2,840.00	2,840.00	2,160.00
Activity: 56200 - ANIMAL CONTROL Total:	**5,000.00**	**5,000.00**	**220.00**	**2,840.00**	**2,840.00**	**2,160.00**
Activity: 57100 - LIBRARY						
71 - LIBRARY	508,733.00	508,733.00	50,296.58	288,919.82	288,919.82	219,813.18

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**	**50,296.58**	**288,919.82**	**288,919.82**	**219,813.18**
Activity: 57200 - PARKS						
50 - PUBLIC WORKS	1,346,817.00	1,346,817.00	40,498.66	233,370.99	374,807.40	972,009.60
Activity: 57200 - PARKS Total:	**1,346,817.00**	**1,346,817.00**	**40,498.66**	**233,370.99**	**374,807.40**	**972,009.60**
Activity: 58100 - INTERFUND TRANSFER						
99 - NON DEPARTMENTAL	310,234.00	310,234.00	0.00	86,064.75	86,064.75	224,169.25
Activity: 58100 - INTERFUND TRANSFER Total:	**310,234.00**	**310,234.00**	**0.00**	**86,064.75**	**86,064.75**	**224,169.25**
Expense Total:	**9,068,555.00**	**9,068,555.00**	**724,722.49**	**3,671,042.49**	**5,077,026.53**	**3,991,528.47**
Fund: 001 - GENERAL FUND Surplus (Deficit):	**-2,531,521.00**	**-2,531,521.00**	**-490,229.96**	**-374,388.59**	**-1,780,372.63**	**-751,148.37**

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	41,480.65	303,533.29	303,533.29	246,466.71
Revenue Total:	**550,000.00**	**550,000.00**	**41,480.65**	**303,533.29**	**303,533.29**	**246,466.71**

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):	**-313,238.00**	**-313,238.00**	**41,480.65**	**303,533.29**	**303,533.29**	**-616,771.29**

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	299,149.10	1,979,181.71	1,979,181.71	3,748,582.29
Revenue Total:	**5,727,764.00**	**5,727,764.00**	**299,149.10**	**1,979,181.71**	**1,979,181.71**	**3,748,582.29**

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 51700 - DEBT SERVICE PAYMENT						
99 - NON DEPARTMENTAL	0.00	0.00	0.00	1,597.70	1,597.70	-1,597.70
Activity: 51700 - DEBT SERVICE PAYMENT Total:	**0.00**	**0.00**	**0.00**	**1,597.70**	**1,597.70**	**-1,597.70**
Activity: 53300 - WATER						
50 - PUBLIC WORKS	2,660,693.00	2,660,693.00	199,449.60	900,852.00	1,101,670.06	1,559,022.94
Activity: 53300 - WATER Total:	**2,660,693.00**	**2,660,693.00**	**199,449.60**	**900,852.00**	**1,101,670.06**	**1,559,022.94**
Activity: 53500 - SEWER						
50 - PUBLIC WORKS	2,716,354.00	2,716,354.00	220,868.32	942,718.90	981,216.60	1,735,137.40
Activity: 53500 - SEWER Total:	**2,716,354.00**	**2,716,354.00**	**220,868.32**	**942,718.90**	**981,216.60**	**1,735,137.40**
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**	**420,317.92**	**1,845,168.60**	**2,084,484.36**	**3,520,216.64**
Fund: 410 - WATER/SEWER FUND Surplus (Deficit):	**123,063.00**	**123,063.00**	**-121,168.82**	**134,013.11**	**-105,302.65**	**228,365.65**
Total Surplus (Deficit):	**-2,721,696.00**	**-2,721,696.00**	**-569,918.13**	**63,157.81**	**-1,582,141.99**	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001 - GENERAL FUND	-2,531,521.00	-2,531,521.00	-490,229.96	-374,388.59	-1,780,372.63	-751,148.37
101 - DISCRETIONARY SALES ...	-313,238.00	-313,238.00	41,480.65	303,533.29	303,533.29	-616,771.29
410 - WATER/SEWER FUND	123,063.00	123,063.00	-121,168.82	134,013.11	-105,302.65	228,365.65
Total Surplus (Deficit):	**-2,721,696.00**	**-2,721,696.00**	**-569,918.13**	**63,157.81**	**-1,582,141.99**	

City of Mary Esther
Cash and Investment Balances
as of April 30, 2025

BMS Account	GENERAL FUND BANK	Summary of Investments 4/30/2025	Fund	INTEREST RATE	Purpose of Acct.
101251	FNBT BANK	$143,960.00	410	0.00%	Cust. Utility Deposits Acct.
104300	GEN FUND FLORIDA PRIME	$2,415,453.37	1	4.48%	GF Savings/Investment
104400	W/S FUND FLORIDA PRIME	$349,727.77	410	4.48%	W/S Savings/Investment
101001	FNBT BANK	$12,184,086.64	1 & 410	4.30%	Operating Acct.
101210	FNBT BANK	$65,896.95	1	0.00%	Payroll Account
101001	FNBT BANK	$6,541.93	1	0.00%	HRA Account
101001	FNBT BANK	$1,675,810.90	1 & 410	4.30%	Money Market Account
104301	FLCLASS	$543,011.17	1	4.40%	GF Investment
104302	AMERIS BANK	$6,550.30	1	0.00%	GF Investment
		$17,391,039.03			

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	$337
Law Enforcement	$38,991
Stormwater	$41,465
Transportation	$68,488
Parks & Recreation	$36,750
Water & Sewer	$8,994
TOTAL	**$195,025**
OTHER RESTRICTED REVENUE	
Committed to natural disaster relief	$1,813,711
TOTAL	**$1,813,711**
TOTAL RESTRICTED REVENUES	**$2,008,736**

Public Works Report for April 2025

- Crews performed cold patching and hot mix patching combined with infrared heating in Area 2. This is for preparation for Sealcoating.
- Additional crack sealing was conducted in Area 2.
- Developed street sweeping routes and maps, increasing the frequency from bi-monthly to monthly.
- Installed illegal dumping signs and ordered additional signage.
- Developed a rolling stock inventory program and adjusted oil change intervals to every four months instead of mileage based. All Public Works trucks were serviced this month.
- Prepared the budget for the next fiscal year.
- Managed projects for Springdale, Rays Pond, and New City Hall adaptive reuse.
- Initiated collaboration with a furniture contractor for New City Hall.
- Attended the Parks and Greenways Master Plan workshop and provided tours of our parks.
- Conducted three council tours of parks.
- Ordered samples of composted granite to evaluate its suitability as a replacement for rubber mulch in Azalea.
- Obtained pricing for new city hall access and security systems.
- Addressed stormwater enforcement issues at Santa Rosa Mall and another demolition site.
- Coordinated with Codes on issues surrounding the 911 lift station.
- Crews began training on spray squeegee materials using the New City Hall parking area and neighborhood water features.
- Created maps and public information for upcoming sealcoating.
- Reviewed plans for the new park on Christobal Road.
- Crews performed routine mowing and maintenance.
- Crews mowed and trimmed at Shrewsbury Ditch, Oleander, and New City Hall.
- Crews restored bases at the baseball field at N. Bryn Mawr. Currently, two baseball teams and one soccer team use this field, and it is booked every day except Sunday.
- Relocated the Springdale mini library and food pantry to Elliot Park due to vandalism concerns.
- Addressed various building issues and received notification of passed fire inspection at the library.
- Collaborated on budget preparations with Jacobs Engineering.

Mary Esther Public Library Report for Council

March 2025

Month-Year	Total Circulation	Library Visits	Registered Users	PC Use	Wifi logins
Nov-24	3712	1711	2668	219	115
Dec 24	3091	1820	2670	115	83
Jan 25	4159	1846	2682	217	121
Feb 25	3850	2085	2692	306	139
Mar 25	4771	2448	2693	284	153
April	4251	2310	2721	250	184

We had another big month of events! More than 450 people attended library programs!

Programming Snapshot:

National Library Week Event: 31
Baby Storytime: 85
Lego Club: 16
Movie Matinee: 17
Two Book Clubs: 17
Star Wars Adult Legos: 27 (THREE days)
STEAM: 15
Puzzle Exchange & Table: 18
Preschool Storytime: 38
Coloring: 6
Scavenger Hunt: 36
Youth Village Programming: 73
Bunco 12
LoveCrafts: 10
Tech Help Sessions 35
BookQuest: 26

Mary Esther Staff Participated in the World's Greatest Baby Shower!

On April 29, from 5:30 p.m. to 8 p.m., Jessican and Theresa from our library staff visited the Destin-Fort Walton Convention Center for an entire evening dedicated to expectant moms and new parents.

This event welcomed more than 900 individuals, including 350 moms, in Okaloosa and Walton counties who are pregnant or have had a baby between November 2024 and April 2025. That’s the largest turnout in over a decade. 77% attendees live in Okaloosa County and use the libraries in our county.

Our library group worked with colleagues in the Okaloosa County Library Cooperative to promote county services as well as Mary Esther programs and services. They spoke with more than 250 community members including moms, dads, and other family members. They distributed flyers, calendars, and county library swag.

National Library Week in April Was Great!

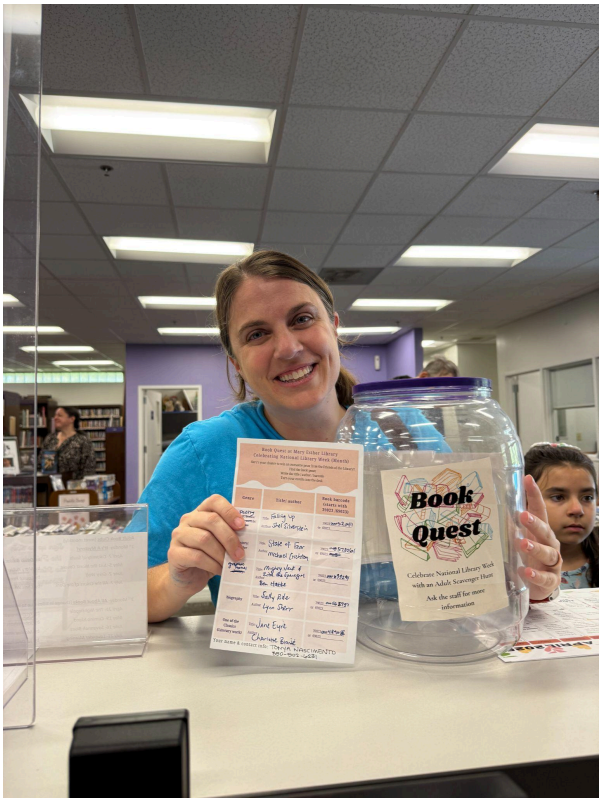
We had a big time around here during National Library Week. The theme was “Drawn to the Library” so the staff decided to create several initiatives to draw residents to MYE Library to discover or rediscover our resources and offerings.

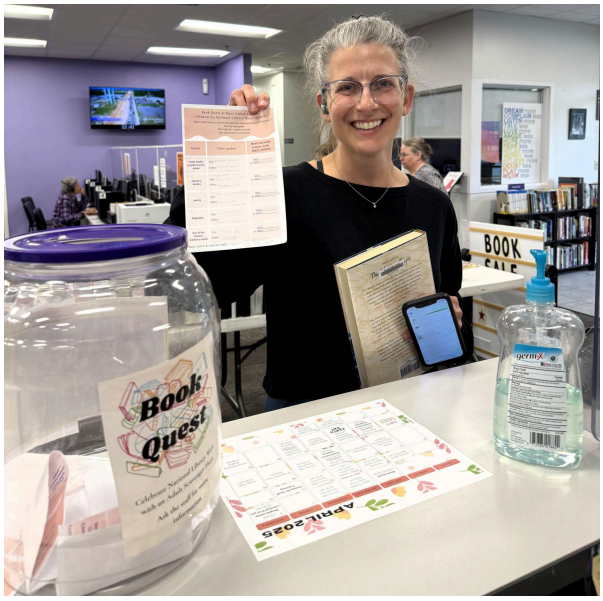
As Sidney Sheldon said, “Libraries store the energy that fuels the imagination. They

open up windows to the world and inspire us to explore and achieve, and contribute to improving our quality of life.”

We ask our youngest residents and children to use their imaginations as they listen to stories Miss Jessica tells every week. We wanted to bring some of that child-like wonder into the lives of older kids (teens) and adults!
Inspired by library scavenger hunts we used to have as kids, we created a BookQuest as the grown-up version to help adults and teens rediscover the magic of libraries.

We created a scavenger hunt for kids and rolled out both challenges the first week of April.


Book Quest
Celebrate National Library Week with an Adult Scavenger Hunt
Ask the staff for more information


Book Quest
APRIL 2025
BOOK

When the week of celebration rolled around, we had a celebration with snacks and volunteers to encourage visitors to join the BookQuest and scavenger hunt, and to learn about programs and services offered at the library!

HOPE

Star Wars LEGO Program a Galactic Success (The Force is Strong in Mary Esther.)

Every month, we have a great turnout for the Lego Club on Saturdays where the kids build Legos, and our adult build is just as wonderfully attended. Last month, our adult residents spent three days in a row building a massive Star Wars craft. 27 library patrons completed the project which consisted of 36 individual kits. The results were enough to impress George Lucas himself.

Crafty Library Patrons

We have an incredible group of residents who visit every month to enjoy the program

LoveCrafts?! These DIY craft projects and workshops help our adult patrons embrace their creative side. In addition to fostering creativity, these programs offer a shared pace to connect, collaborate, and learn a new skill together.

SUMMER READING IS NEARLY HERE

It's one of the absolute most wonderful times of the year in Mary Esther! Summer Reading! It's how we beat the heat and experience joie-de-vivre at the library! This year's theme is "Color Your World," and our staff has worked tirelessly for the past several months to plan exciting programs for the community.
You can checkout the calendar here:
https://okaloosa.librarycalendar.com/events/list?branches%5B100%5D=100 (those results are filtered to Mary Esther).
We have events and programs for adults, teens, and children.

Teens & Adults Color Our World with Tic-Tac-Toe

Check out a magazine	Picture Book	Sci-fi/ Fantasy Fiction
Young Adult	Reader's Choice	Non-Fiction
History/ Travel	Cookbook	Fiction

Pick up your card at the Circulation desk beginning June 2nd

Complete 3 actions in a row

(vertically, horizontally, or diagonally).

Bring your card in every time you complete a row to enter your name in our prize drawing!

"Black out" the card for an extra chance!

Programs and Events are subject to change

Summer Reading with the Mary Esther Library

JUNE 7TH- JULY 26TH

MARY ESTHER LIBRARY

850.243.5731

100 W HOLLYWOOD BLVD, MARY ESTHER, FL 32569

To Register for events, please visit https://okaloosa.librarycalendar.com/events/upcoming

*** Asterisk indicates registration is required ***

June 6th: Summer Reading Kickoff Bash

10:30am-12:00pm: A Craft! Outdoor Games! Sweet Treats! For All Ages

Week 1:

6/3 @9am: **Nature Walk at Oak Tree Nature Park** for ages 18+
6/6 @10:30am: **Summer Reading Kickoff Bash** for families of all ages.
*6/7 @10:30am: **STEAM Kids** ages 9-14
*6/10 @ 4pm: **Family Craft Night:** Tie Dye
6/11 @ 10:30am: **Baby Storytime** for ages 0-2
6/12 @ 10:30am: **Preschool Storytime** for ages 3-6
*6/13 @ 2:30pm: **Magical Mystery Party** for Teens ages 13-17

Week 2:

6/16 @ 3:30pm: **Family Craft Night: Rock Painting**
*6/17 @ 3:30pm: **Adult and Teen Art** ages 13+
6/18 @10:30am: **Baby Storytime** for ages 0-2
*4pm: **LoveCrafts?** Ages 18+
*6/20 @ 2:30pm: **Balloon Making with Mr. Larry** Ages 9-12
6/21 @ 10:30am: **Lego Club** for ages 5-12

Week 3:

*6/24 @ 4pm: **Music Colors Our World** for Ages 7-12
6/25@ 10:30am: **Baby Storytime** for ages 0-2
6/26 @ 10:30am: **Preschool Storytime** for Ages 3-6
*6/27 @ 10:30am: **Music Colors Our World** for Ages 7-12

Week 4:

*7/1 @ 4pm: **Nonie's Ark** for Ages 5-12
7/2 @ 10:30am: **Baby Storytime** for ages 0-2
7/3 @ 10:30am: **Preschool Storytime** for ages 3-6

Week 5:

*7/8 @ 2:30pm: **Vision Boards** (**Collage Making**) for Adults 18+
7/9 @10:30am: **Baby Storytime** for ages 0-2
4:30-5:30pm STEAM family drop-in SSSnakes!
7/10@ 10:30am: **Preschool Storytime** for Ages 3-6
*7/11 @ 10:30am: **Art Colors Our World** for Ages 7-12

Week 6:

*7/14 @ 10:30 am: **Improv Theater** for Ages 7-12
*7/15 @ 4pm: **Nonie's Ark SSSNAKES** for All Ages
7/16 @ 10:30 am: **Baby Storytime** for Ages 0-2
*4pm: **LoveCrafts?** for Ages 18+
7/17 @ 10:30am : **Preschool Storytime** for Ages 3-6
7/18 @
7/19 @ 10:30am: **Lego Club** for Ages 5-12
*2pm: **Legos for TEENS** Ages 13-17

Week 7:

*7/22 @ 2:20pm: **Magical Mystery Party** for Adults 18+
7/23 @ 10:30 am: **Baby Storytime** for Ages 0-2
7/24 @ 10:30am: **Preschool Storytime** for Ages 3-6
*7/25 @ 10:30am:**School Supplies Giveaway** for Students
7/26 @ 8am: **Interlibrary Beach Cleanup** for All Ages

1450 Miracle Strip Parkway SE, Fort Walton Beach, 32548

For Ages 7-12

READ 3 IN A ROW (UP AND DOWN, SIDE TO SIDE OR DIAGONALLY!)
BRING YOUR CARD BACK EVERY TIME YOU FINISH TO GET A NEW CARD AND TO ENTER FOR A GREAT PRIZE!

Please Note: Children ages 12 and under must have a parent, guardian, caregiver on library premises at all times.

OCPLC Governing Board

The Governing Board meeting occurred on 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 Vice Chair of the Board. Cmbr. Richard Lawson is the alternate. We thank them for their support!

Ocean City-Wright Fire Control District

May 15th, 2025

TO: Honorable Mayor and Council Members, City of Mary Esther
RE: Monthly Report, Fire Department, April 19th – May15th , 2025

Mayor and Council Members,

I am pleased to share the Mary Esther Fire Department's monthly update, highlighting recent developments in personnel, training, strategic planning, and operational activity for the month of April.

1. **Personnel**
    - We are excited to have welcomed the three new team members mentioned last month to the department. Each brings a unique and high-quality background:
        - A former Ocean City Wright firefighter returning to the area and to service with our department.
        - A successful electrical engineer who has transitioned to public safety seeking a more rewarding and service-oriented career.
        - A recently retired U.S. Air Force Chief with extensive leadership experience and a strong commitment to community.
    - We are proud to announce the promotion of Ryan Kosior to the rank of Engineer. This critical role is responsible for operating our fire apparatus. Engineer Kosior had to perform at a high level almost immediately after his promotion, operating at a complex fire scene where he exceeded expectations with his professionalism and skill.
2. **Training**
    - Chief Good represented our region at the Florida Fire Instructors Conference. He continues to be a strong advocate for bringing increased state-supported fire training opportunities to our area, making important contributions at the state level.

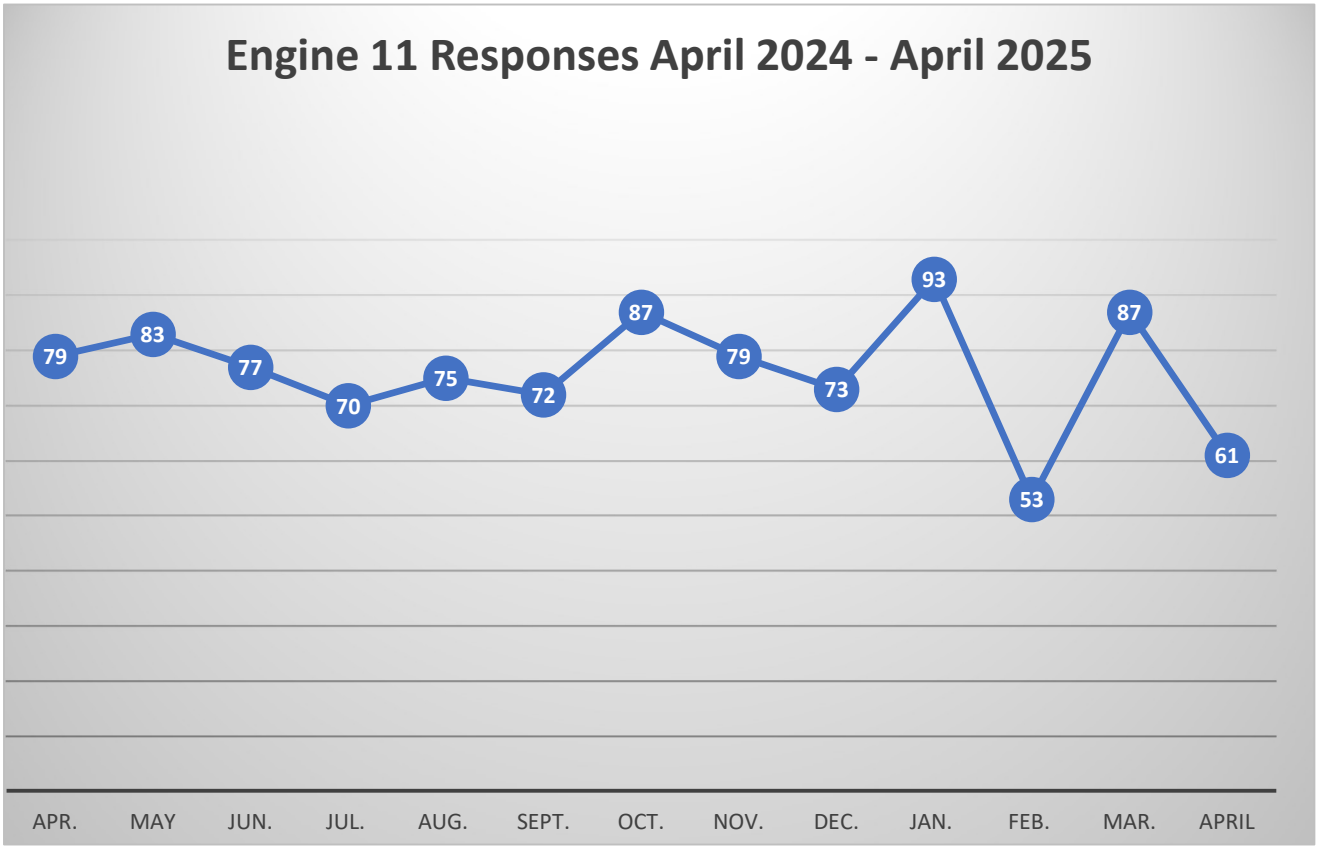
233 RACETRACK RD, NE. FORT WALTON BEACH, FL 32547
(850)862-1185 (850)862-6224 FAX

3. **Strategic Planning**
    - We have completed a department-wide SWOT analysis (Strengths, Weaknesses, Opportunities, and Threats), which included input from every member of the organization.
    - Additionally, we conducted an employee satisfaction survey to further guide our next phase of strategic planning.
    - These two documents will serve as the foundation for developing new strategic priorities to replace those we have successfully completed. I would be happy to share these documents with any interested Council members.
4. **Okaloosa County Radio System Implementation**
    - Okaloosa County is currently implementing a P25 radio system using surtax funds. This multi-year project provides new radios and communications equipment for all emergency response agencies, including fire/rescue, law enforcement, and EMS.
    - Installations are underway, and the project is on track for completion in June. This upgrade will greatly enhance inter-agency communication and operational effectiveness.
5. **Operations and Prevention Activities**
    - Engine 11 responded to 61 calls for service during the month.
    - Fire Prevention Division completed:
        - 13 annual inspections
        - 7 re-inspections
        - 6 new business inspections
        - 1 special event inspection
6. **Dorcas Fire Control District RFP**
    - I would like to sincerely thank the City Council for your support and guidance regarding the Dorcas Fire Control District Request for Proposals (RFP).
    - After careful evaluation, we have decided not to pursue this opportunity. While we remain open to exploring regional collaboration in the future, the short duration of the proposed contract presented a significant concern.
    - To fulfill the contract requirements, we would have needed to hire additional personnel. Without long-term assurances, there is a real risk that those employees would face layoffs if the contract was not renewed after the initial term.
    - This decision reflects our commitment to responsible staffing and sustainable growth, and we truly appreciate the Council's support as we prioritize the stability and wellbeing of our department and personnel.

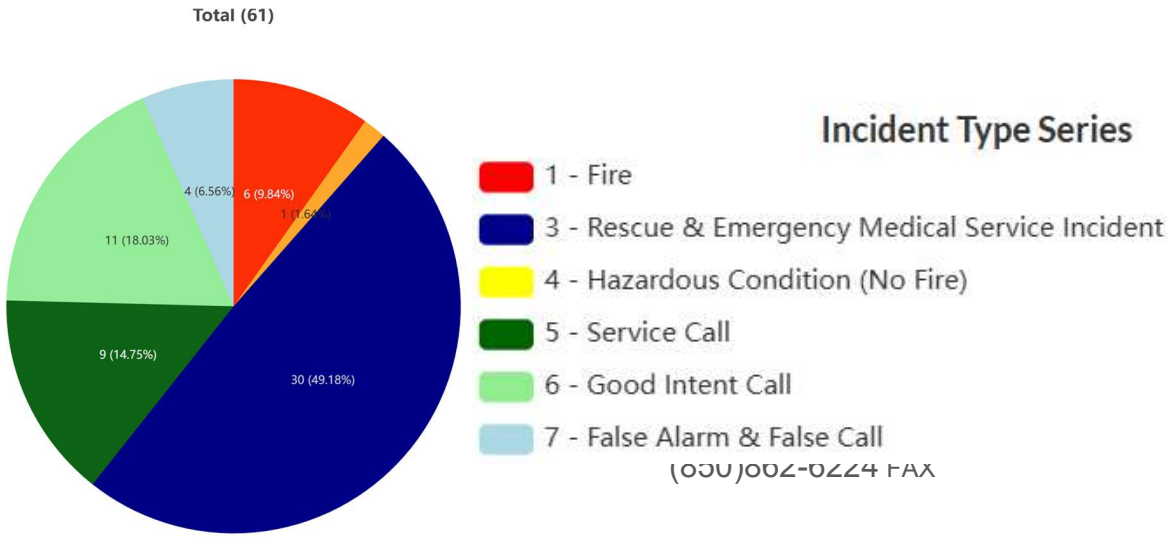
Thank you for your continued support of the Fire Department. Please don't hesitate to reach out if you have any questions or would like more information on any of the items listed above.

Respectfully,

Jeff Wagner, Fire Chief



April 2025



COMMUNITY DEVELOPMENT DEPARTMENT
Monthly Activity Report

Reporting Period
April 19, 2025 – May 16, 2025

Code Enforcement

Activities			
Opened Cases	15	Inspection	20
Agency Assist	1	Consultations	5
Verbal Warning	2	Advisements On Codes to Citizens	20
Notice of violations	11	Courtesy Notice	3
Citation	1	Closed Cases	9

Permitting

Permit Type	
Accessory Structure	2
Demolition	1
Driveway	3
Patio Cover	1
Inspections	4

During this reporting period, staff conducted multiple meetings with demolition contractors at the Santa Rosa Mall to ensure compliance, review plan revisions, and assess the condition of the work site. We are pleased to report that the demolition remains on schedule and the site continues to meet compliance standards.

This month, staff met with the Local Mitigation Strategy (LMS) committee to explore strategies for improving the Community Rating System (CRS) program score. The discussion focused on implementing a Program for Public Information (PPI), which will enhance consistency in CRS reporting for all LMS team participants.

Staff also worked closely with citizens on code compliance efforts. We are happy to report that many properties have voluntarily come into compliance. This success can largely be attributed to proactive outreach, educational initiatives, and direct engagement with residents to foster a more personal connection throughout the compliance process.

117 Pryor Drive vegetation debris derelict shed

Immediate compliance shall be met for the dangerous tree and limb. Derelict shed and litter, trash, debris in yard shall be removed and properly disposed of. Vegetation debris shall be removed and properly disposed of. All trees on the property shall be trimmed as to not affect adjacent properties. Upon sale of the property all violations shall transfer immediately to the new owner(s). Code Compliance is willing to work with new owners of the property within reason however, the dangerous tree is a life safety issue and shall be corrected immediately.

Sincerely,

Kelvin Cherry

Code Compliance

117 Pryor Drive backyard has been cleared of vegetation, dangerous trees, and derelict fence.

117 Pryor Drive Front yard has been cleared of debris and roofing has begun.

May 8, 2025 AC units and mechanical equipment stored in yard second occurrence same violation. A citation and violation notice was issued for the property.

111 Pryor Drive has shown great progress towards compliance.

260 Mary Esther Blvd in front of Santa Rosa Mall has come into compliance.

NO DUMPING OF TRASH OR YARD DEBRIS

CITY OF MARY ESTHER
(850) 243-3566
WWW.CITYOFMARYESTHER.COM
CODE COMPLIANCE: (850) 737-2958

Development Review

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

- Staff conducted two Farmer's Market Kick off meetings on April 25th and 30th and are in communications with FBC Mary Ether for location
- Staff is processing PMDD Rezone application for Santa Rosa Mall Redevelopment received on 4/15/25
- Staff completed sufficiency review for Development Order for Big Box Retail at Santa Rosa Mall on 4/24/25
- Staff conducted a second pre-application request for 7Brew development onSta 4/23/25
- Staff continues to work with ECRC to complete the Comp Plan with a first reading in June

Jacobs Challenging today. Reinventing tomorrow.

City of Mary Esther

May 2025 Monthly Report

Prepared By: Erica Coggeshall, Project Administrator

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Executive Summary

Jacobs O&M Team

Our Team consists of 8 full-time employees; staffing the project with the following FDEP certifications:

- Wastewater Treatment Operator (WWC) – 4
- Drinking Water Treatment Operator (DWC) – 4
- Distributions System Operator – 1
- Backflow Prevention – 5

Table 1.0 Personal and Certification

O&M Team		
Name	Job Title	Certification
Joshua Robinson	Project Manager	WWC, DWC, and Backflow Prevention
Erica Coggeshall	Project Administrator	
Michael Bennett	Water/Wastewater Operator	WWC, DWC, and Backflow Prevention
Paul Price	Lead Wastewater Operator	WWC
Michael Gaines	Water/Wastewater Operator	WWC and DWC
Jeremy Bankston	Water Operator	DWC and Backflow Prevention
Maxwell Boone	Distribution Systems Operator	Class 3 Distributions Systems Operator and Backflow Prevention
Derick Smith	Utility Worker	

* Wastewater Certified (WWC)
* Drinking Water Certified (DWC)

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Executive Summary Continued

Jacobs' O&M Team News & Announcements

- We would like to announce and welcome our newest member of the Jacobs' O&M Team, Derick Smith.

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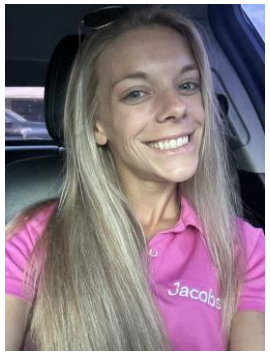
Executive Summary Continued

Introducing Jacobs' O&M Team

Joshua Robinson
Project Manager



Erica Coggeshall
Project Administrator

Michael Bennett
Water/Wastewater Operator

Paul Price
Lead Wastewater Operator

Michael Gaines
Water/Wastewater Operator

Jeremy Bankston
Water Operator

Maxwell Boone
Distribution Systems Operator

Derick Smith
Utility Worker

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Executive Summary Continued

Safety

- This month the team conducted weekly site-specific safety inspections and conducts weekly safety meetings.

Monthly Safety Training Topics

- Top Ten OSHA Violation
- Insect Awareness in Confined Places
- Lockout Tagout

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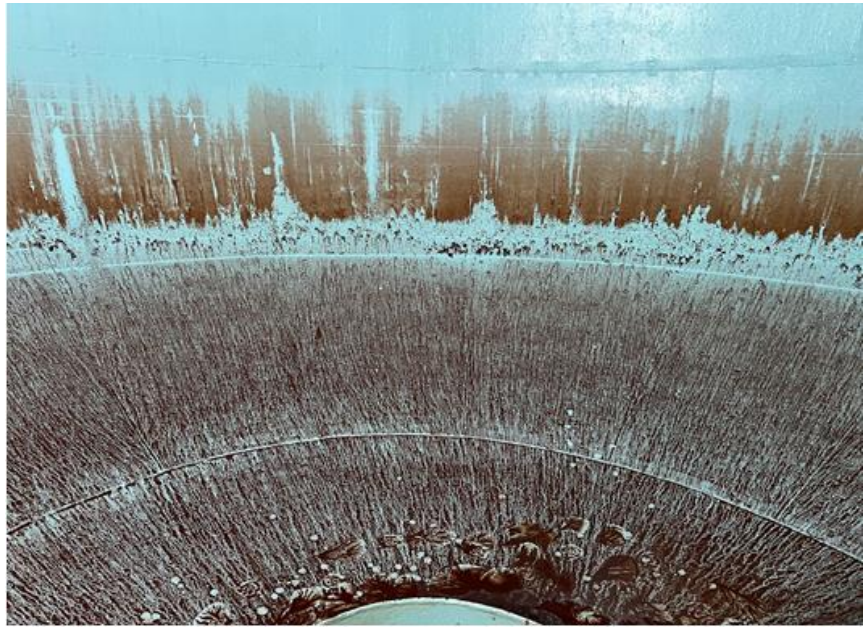
Executive Summary Continued

Special Projects

- Ground Storage & Elevated Storage Tanks at WTP1
  - U.S. Tank performed interior renovations and inspections
    - Interior washout
    - Tank renovations & repairs
    - Interior coating & disinfection
- All storage tanks at WTP 1 received satisfactory clearance sample results required by FDEP and are back in service



- Before Washout

- After Washout

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Operations

Water Production & Distribution

Regulatory Monthly Operations Report Submission Date: May 8, 2025

Table 2.0 Monthly Water Production Summary

Water Treatment Plant	MG (Millions Gallons)
WTP 1	0.277 MG
WTP 3	5.824 MG
WTP 4	6.899 MG
Overall Average Daily Production	0.433 MG
Total Monthly Production	13.000 MG

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Operations Continued

Meter Reading

- Total Meter Connections = 2,111
- Rereads Required = 68
  - Missed Reads = 2
- Meter Reading Accuracy = 96.8

Table 2.1 Meter Reading Monthly Summary

Month	Total Meters #	Meter Rereads #	Meter Reading Accuracy
Apr 2025	2,111	68	96.8
Mar 2025	2,111	10	99.5
Feb 2025	2,111	17	99.2
Jan 2025	2,111	15	99.3
Dec 2024	2,111	19	99.1
Nov 2024	2,111	20	99.1
Oct 2024	2,111	25	98.8
Sep 2024	2,111	8	99.6
Aug 2024	2,111	21	99.0
Jul 2024	2,111	26	98.8
Jun 2024	2,111	30	98.6
May 2024	2,111	31	98.5
Average	**2,111**	**24**	**98.9**

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Operations Continued

City Work Orders & After-Hours Callouts

- City Work Orders
  - Completed work order requests: **296**

- After-Hours Callout(s):
  - 4/5/25: 410 Stonehenge
    - Sewer Backup: Used Camera, snake machine, and Jetter to clear line. Customer's line was flowing upon departure.

Table 2.2 Action Summary Report

Action	Completed
Connect	8
Disconnect	6
Occupant Change	22
Miscellaneous	156
Cutoff	37
Reinstate	33
Service Action	34
Grand Totals	**296**

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Operations Continued

City Work Order Requests

Table 2.3 City Work Order Requests and Call Outs Summary

Job Code	Completed
BF PREV INSPECT - BACKFLOW PREVENTER INSPECTION	1
CALL OUT - CALL OUT	1
CONNECT - CONNECT	8
CUST INQ - CUSTOMER CONCERN/INQUIRY	6
CUT - CUTOFF	37
DATA LOG - PULL READING LOG	1
DISCO-FB - DISCONNECT-FINAL BILL	6
DOOR HANG - DOOR HANGER	13
FIRE HYDRANT FLUSH - FIRE HYDRANT FLUSH	2
LK CK - LEAK CHECK	10
LOW PRSSR CK - LOW WATER PRESSURE CHECK	2
MP - METER PULL	1
MS - METER SWAP	32

Job Code	Completed
OCC - OCCUPANT CHANGE	22
REINSTATE - REINSTATE	33
REPL CURB - REPLACE CURBSTOP	3
RR & LC - REREAD METER & LEAK CHECK	2
RR-MISC - REREAD MISC	66
SERVICE ACTION - SERVICE ACTION	1
SW BU - SEWER BACKUP	1
SW LN REP - SEWER LINE REPAIR	0
TEMP SHUT REP - TEMPORARY SHUT-OFF FOR REPAIRS	1
UNLOCK-OFF - UNLOCK & LEAVE OFF	0
WA LLK-CITY - WATER LINE LEAK - CITY SIDE	2
WA/SW SPOT - WATER/SEWER LINE SPOT	45
Grand Totals	**296**

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Operations Continued

Wastewater Treatment & Collections

- During the month, all lift stations were inspected, cleaned, and if required residual grease was removed.
- Regulatory DMR Submission Date: May 8, 2025

Table 2.4 Reuse Water Monthly Summary

Month	Rainfall MGD	Flow Total MGD	CBOD mg/L	COD Removal %	TSS mg/L	TSS Removal %	Fecal Geo-Mean Ct/100 ml	pH Minimum SU	pH Maximum SU
April 2025	0.6	0.399	6.1	98	8.4	96	2	6.4	7.7

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Operations Continued

Biosolids Management

- During the month, drying beds 1-3 were used for dewatering the aerobically digested sludge.
- Sludge Disposal 2.0 Dry Tons

Table 2.5 Biosolids Monthly Summary

Month	Drying Beds / Bed 1			Drying Beds / Bed 2			Drying / 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
April 2025	8,825	13.5	0.50	17,650	13.5	1.00	8,825	13.5	0.50	2.0

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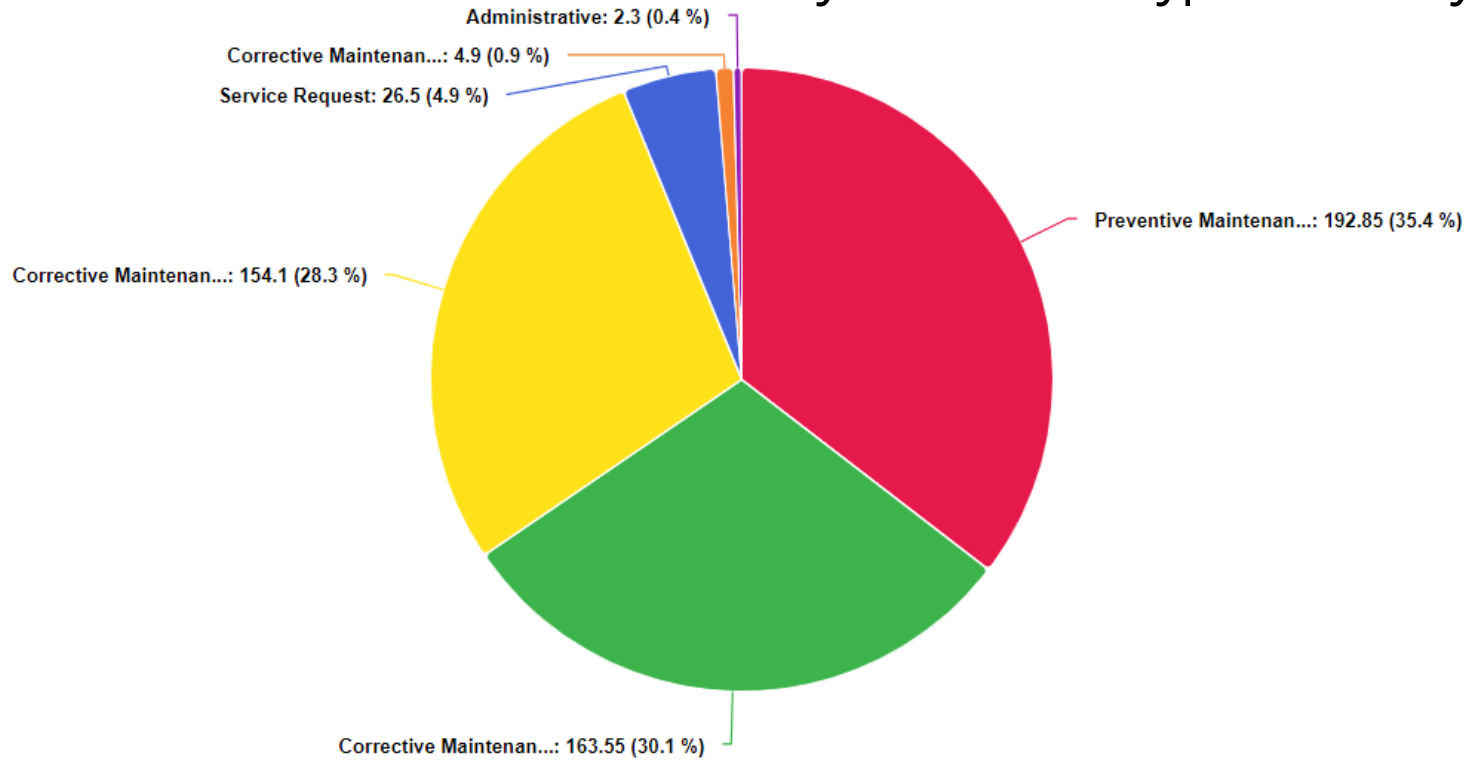
Maintenance

Preventive Maintenance

Utilizing the CMMS system, staff completed preventative maintenance actions on required equipment.

Table 2.6 Work Order Actual Hours by Work Order Type Summary



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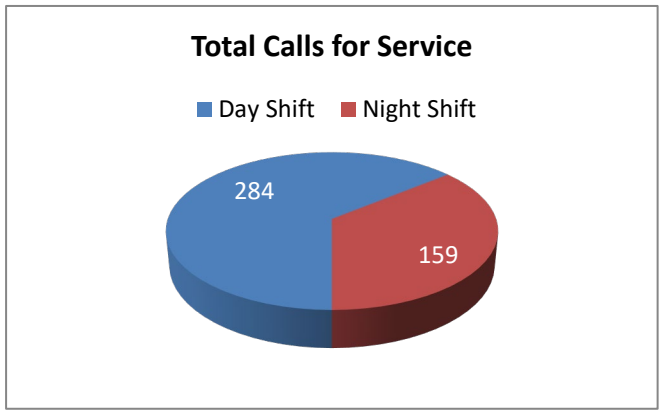
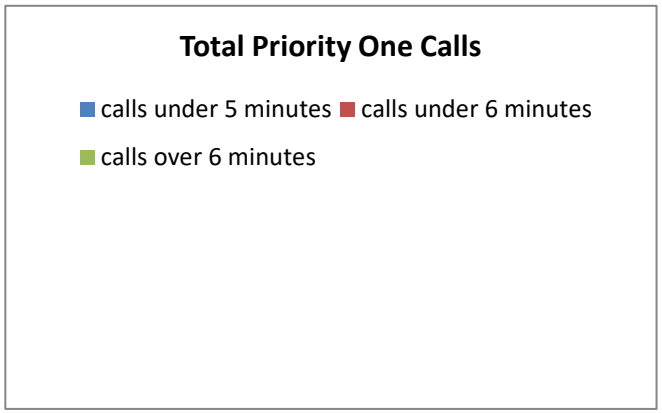
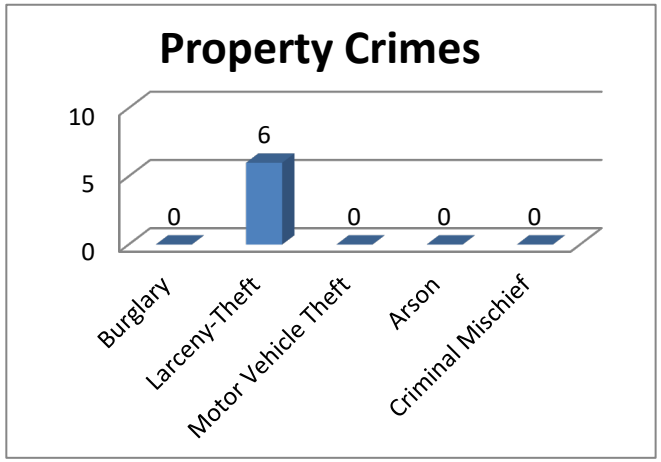
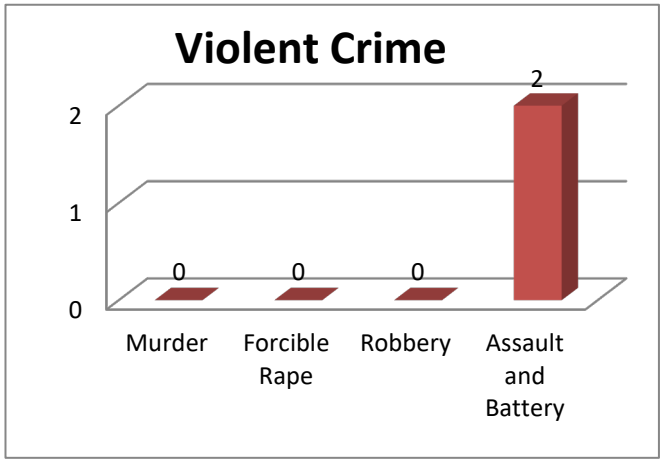
Mary Esther April 2025

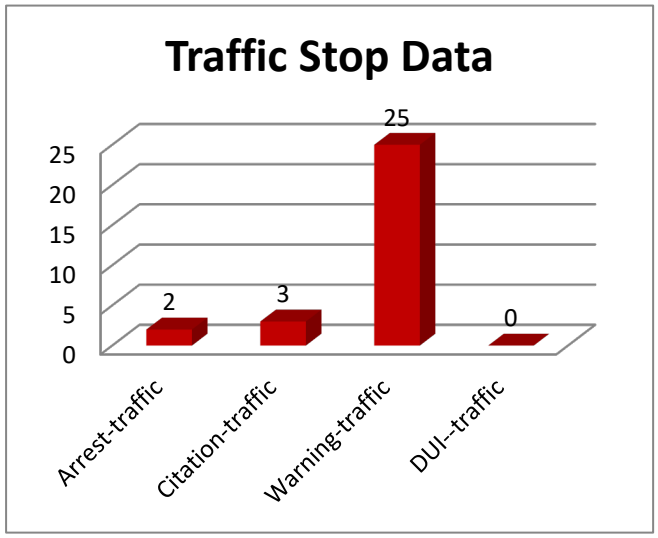
Total Calls for Service	**443**
Day Shift	284
Night Shift	159
Priority 1 Calls	
calls under 5 minutes	
calls under 6 minutes	
calls over 6 minutes	
Property Crimes	**6**
Burglary	0
Larceny-Theft	6
Motor Vehicle Theft	0
Arson	0
Criminal Mischief	0
Violent Crime	**2**
Murder	0
Forcible Rape	0
Robbery	0
Assault and Battery	2
Traffic Violations-stops	
Arrest-traffic	2
Citation-traffic	3
Warning-traffic	25
DUI--traffic	0
Marine Violations	**0**
Marine Citations	0
Marine Warnings	0
Marine Crashes	0
Traffic Crash	**15**
Traffic crash w/injuries	0
Traffic crash w/o injuries	15
Traffic Crash-Fatal	0

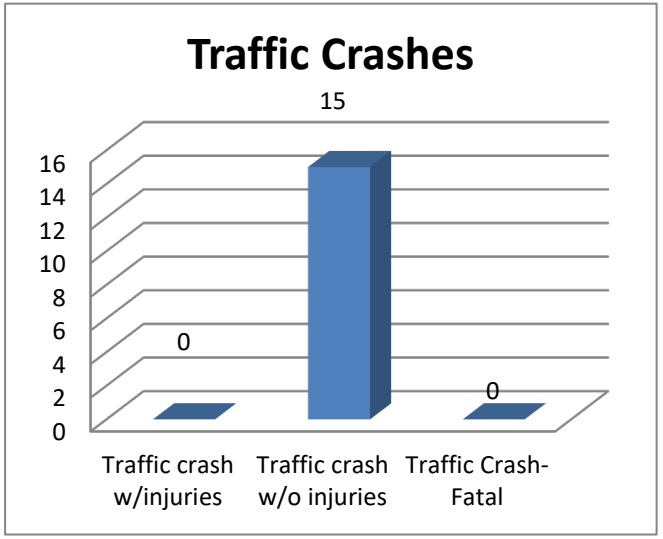












City Ord. Violations	**0**	**Distressed Swimmers**	**0**	**Drownings**	**0**

Prepared by Crime Analyst
W.Rivero on May 20th, 2025

MO

MINUTES
PUBLIC WORKSHOP
of THE MARY ESTHER CITY COUNCIL
April 7, 2025 - 5:30 PM
195 Christobal Road – North, Mary Esther, FL 32569

CITY COUNCIL PRESENT

Chris Stein, Mayor
Bernard Oder, Councilmember
Susan Coxwell, Councilmember
April Sutton, Mayor Pro Tem
Larry Carter, Councilmember (Virtual)
Richard Lawson, Councilmember

CITY STAFF PRESENT

Jared Cobb, City Manager
Hayward Dykes, City Attorney
Dillon Morris, City Clerk
Kelvin Cherry, Code Compliance Officer
Tyler Reed, Community Development Director

OTHERS PRESENT

1. CALL TO ORDER
Mayor Stein called the meeting to order at 5:30 p.m.

2. PLEDGE OF ALLEGIANCE
Mayor Stein led the pledge of allegiance.

3. ROLL CALL
The City Clerk called the roll as reflected above.

4. INTRODUCTIONS
Community Development Director Reed introduced the workshop, introducing Presenter Eric Christianson and how he will gather council feedback for the comprehensive plan update.

5. SPECIAL PRESENTATION

5.1. City of Mary Esther Comprehensive Plan Update
Eric Christianson, Emerald Coast Regional Council, introduced the PowerPoint he would be discussing that day. He provided a recap from the previous public workshop, introduced what a comprehensive plan is, comprehensive plans versus zoning ordinances, the required updates, the timeline, general changes, the future land use element, concurrency management, the current future land use map and the future land use map, land use category definition updates, adding a historic duplex cottage district. The mayor, council, and Community Development Director Reed discussed the cottages currently in the city, how they could not be rebuilt in the current code, potential teardowns after the amendment, and supporting the idea of a historic district. Eric Christianson continued discussing the creation of overlay districts, the town center overlay, and where it would be. Community Development Director Reed stated the town center designation could include more, with the council supporting extending it to include the other businesses. Eric Christiansan continued discussing the soundside overlay, land use updates, community redevelopment area, CRA alternatives, transportation element updates, transportation policy changes, housing element updates, infrastructure element updates, coastal management and conservation element updates, florida friendly landscaping, recreation and open space element updates, town center park definition, intergovernmental coordination element updates, capital improvement element updates, annual goal setting meeting, public schools facility element updates, population projections, property right element updates, notice requirements, and the final steps for approval of the comprehensive plan.

6. GROUP DISCUSSION
Councilmember Oder asked for clarification on initial versus ongoing costs on the capital improvements plan. Eric Christainson discussed that the plan is more about looking ahead than a strict guide.

Councilmember Oder discussed that the money should be properly budgeted for repairs and maintenance when the next storm comes.

7. CLOSING REMARKS

Community Development Director Reed thanked the mayor and council for their feedback. He said they would take it back to work on and soon present it for adoption.

8. OTHER COMMENTS

Councilmember Oder added the potential for changes from the state legislature and the need for a city plan. He also added that future councils will have a guide on what is envisioned.

Councilmember Carter discussed thinking about more historic districts and developing more on that idea.

No one else had additional comments.

9. ADJOURN

The council meeting adjourned at 6:21 p.m.

Minutes approved at the _____ meeting.

_____

Dillon Morris, City Clerk

EMERALD COAST REGIONAL COUNCIL

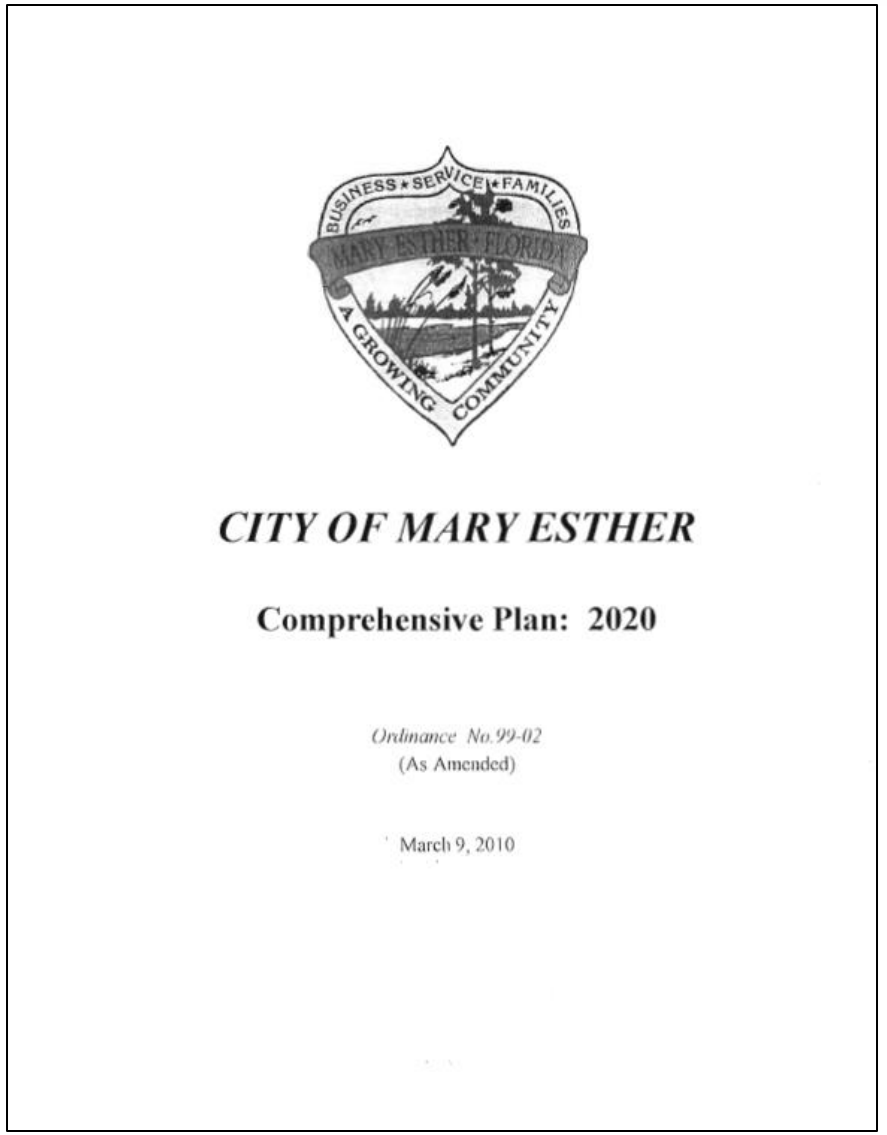
Mary Esther Comp Plan Public Forum

April 7, 2025

Eric Christianson, Planner

Agenda

- Comprehensive Planning Overview
- Policy Changes
- Plan Implementation
- Adoption

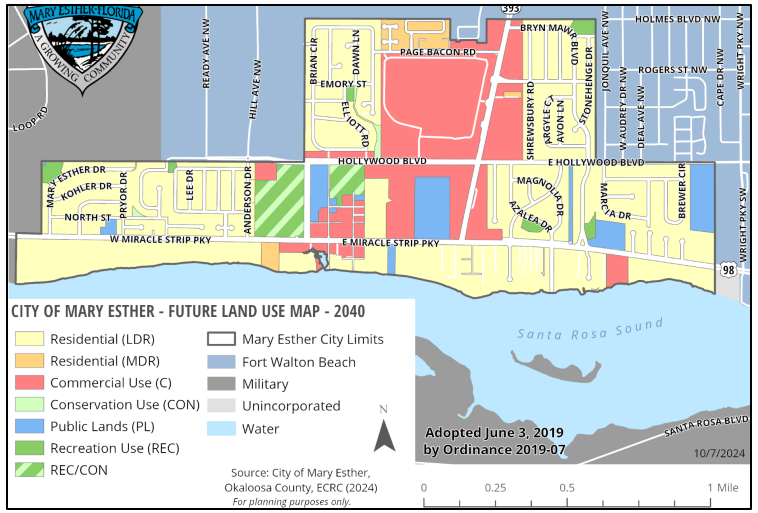


What is a Comprehensive Plan?

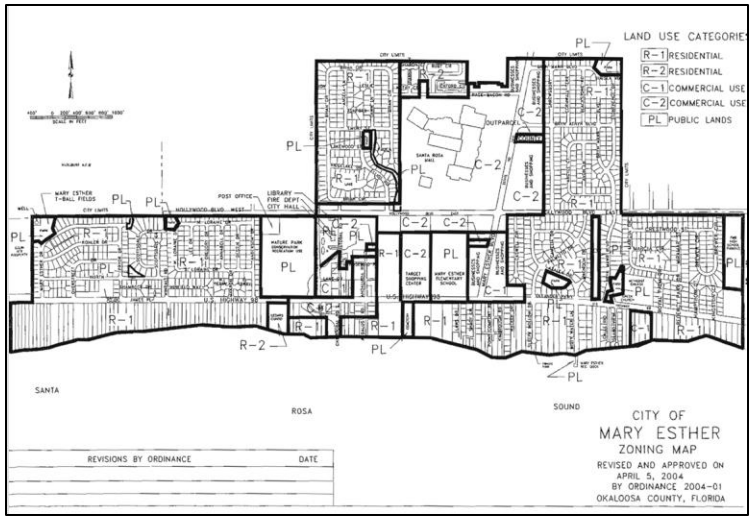
Your Comprehensive Plan serves as a long-term blueprint for guiding growth and development. It ensures that land use, housing, transportation, and public facilities are planned in a way that meets current needs while accommodating future changes.

A well written plan simplifies the task of approving individual development requests and ordinance changes.

Comp Plan v. Zoning



- Regulates Future Land Uses
- High level vision



- Regulates the way land is used today
- Specific Application

Required Updates

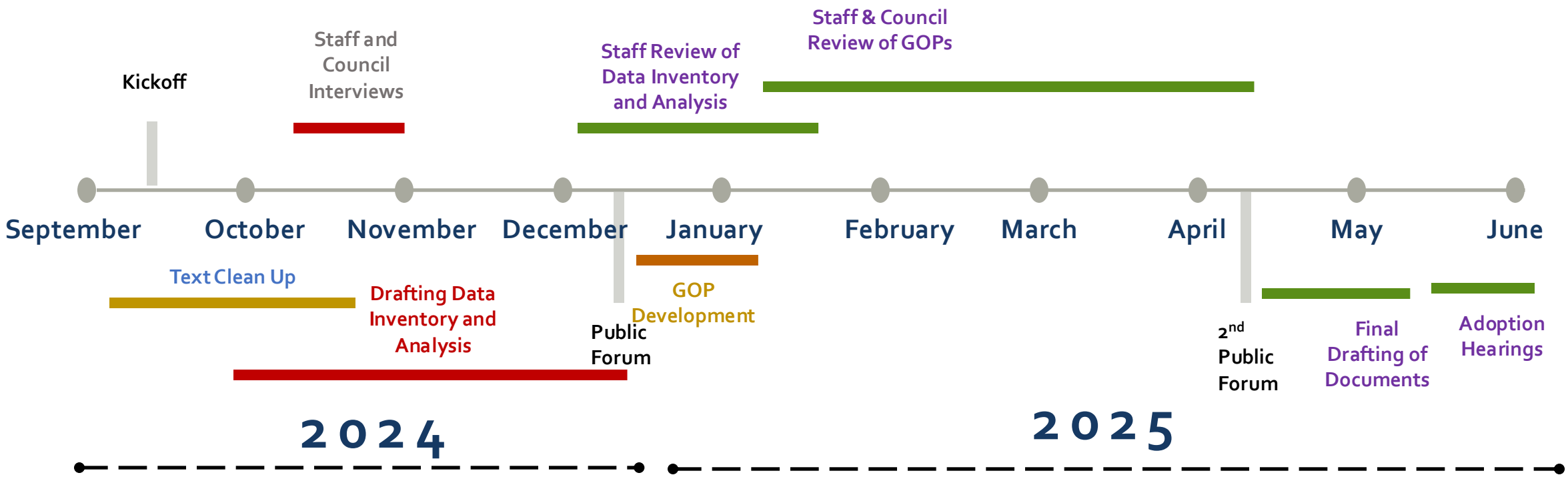
1. Update Planning Horizon
   At least 10-year and 20-year planning horizons

2. Add in the required 2021 Property Rights Element

3. Overall updates to reflect changes in the City since last major update in 2010

4. State Deadline of February 28

Timeline (Updated)



Comprehensive Plan Changes Generally

- Grammar and clarity changes
- Restructured and simplified document
- Removed references to outdated City Land Development Code and Florida Statutes
- Updated best practices where appropriate
- Creates new Annual Comprehensive Plan Review and Goal Setting Session

Introduction

Definitions

A – Future Land Use Element

B – Transportation Element

C – Housing Element

D – Infrastructure Element

E – Coastal Management and Conservation Element

F – Recreation and Open Space Element

G – Intergovernmental Coordination Element

H – Capital Improvements Element

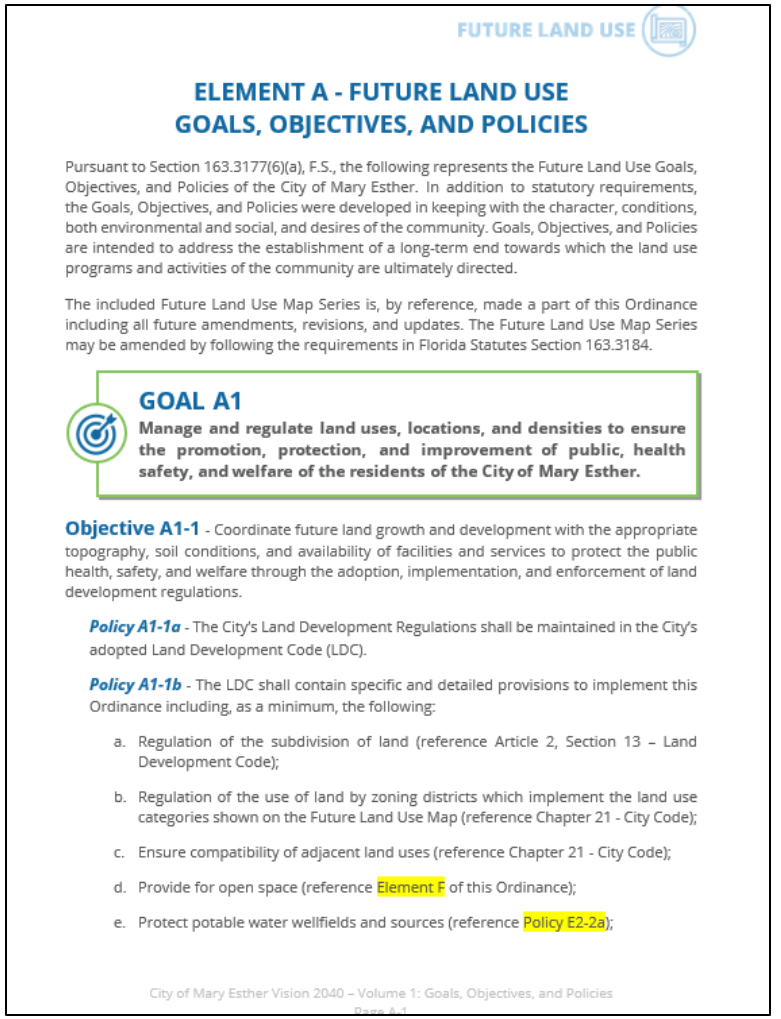
I – Public School Facilities Element

J – Property Right Element (new)

A. Future Land Use Element

Major Updates:

- Clarified descriptions and creation of new Future Land Use Categories
- Creation of **Town Center** and **Soundside Overlay**
- Inclusion of Concurrency Management (previously a separate section)
- Updated Future Land Use Map



FUTURE LAND USE

ELEMENT A - FUTURE LAND USE
GOALS, OBJECTIVES, AND POLICIES

Pursuant to Section 163.3177(6)(a), F.S., the following represents the Future Land Use Goals, Objectives, and Policies of the City of Mary Esther. In addition to statutory requirements, the Goals, Objectives, and Policies were developed in keeping with the character, conditions, both environmental and social, and desires of the community. Goals, Objectives, and Policies are intended to address the establishment of a long-term end towards which the land use programs and activities of the community are ultimately directed.

The included Future Land Use Map Series is, by reference, made a part of this Ordinance including all future amendments, revisions, and updates. The Future Land Use Map Series may be amended by following the requirements in Florida Statutes Section 163.3184.

GOAL A1

Manage and regulate land uses, locations, and densities to ensure the promotion, protection, and improvement of public, health safety, and welfare of the residents of the City of Mary Esther.

Objective A1-1 - Coordinate future land growth and development with the appropriate topography, soil conditions, and availability of facilities and services to protect the public health, safety, and welfare through the adoption, implementation, and enforcement of land development regulations.

Policy A1-1a - The City's Land Development Regulations shall be maintained in the City's adopted Land Development Code (LDC).

Policy A1-1b - The LDC shall contain specific and detailed provisions to implement this Ordinance including, as a minimum, the following:

a. Regulation of the subdivision of land (reference Article 2, Section 13 – Land Development Code);

b. Regulation of the use of land by zoning districts which implement the land use categories shown on the Future Land Use Map (reference Chapter 21 - City Code);

c. Ensure compatibility of adjacent land uses (reference Chapter 21 - City Code);

d. Provide for open space (reference Element F of this Ordinance);

e. Protect potable water wellfields and sources (reference Policy E2-2a);

City of Mary Esther Vision 2040 – Volume 1: Goals, Objectives, and Policies
Page A-1

Concurrency Management

A system ensuring required public facilities and services are available at adopted service levels simultaneously with the impacts of development.

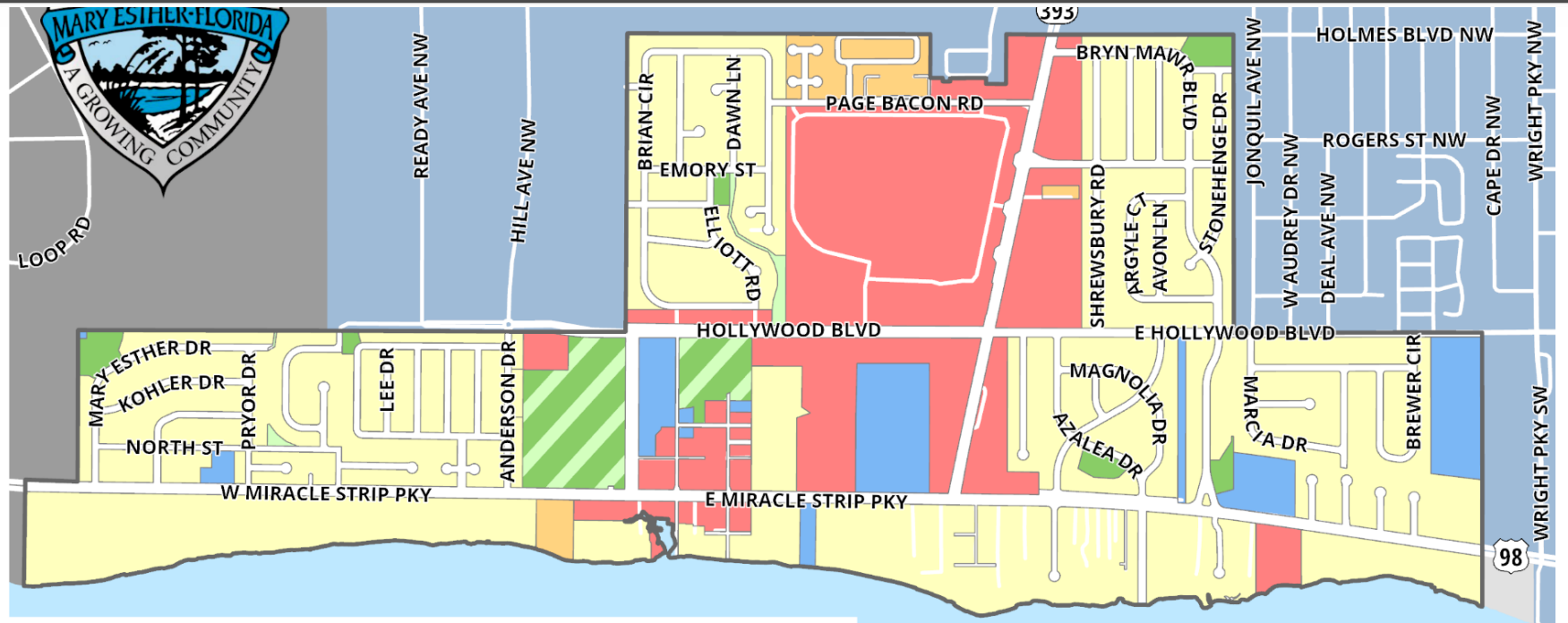
Key Responsibilities:

- Maintains current inventory of public facilities and capacities.
- Evaluates proposed developments for compliance with concurrency standards.
- Provides concurrency recommendations to City Council.
- Reports annually on infrastructure status and recommends improvements.

Facilities Monitored:

- Potable Water
- Sanitary Sewer
- Solid Waste
- Stormwater Drainage
- Recreation and Open Space

Future Land Use Map (Current)



CITY OF MARY ESTHER - FUTURE LAND USE MAP - 2040

- Residential (LDR)
- Residential (MDR)
- Commercial Use (C)
- Conservation Use (CON)
- Public Lands (PL)
- Recreation Use (REC)
- REC/CON
- Mary Esther City Limits
- Fort Walton Beach
- Military
- Unincorporated
- Water

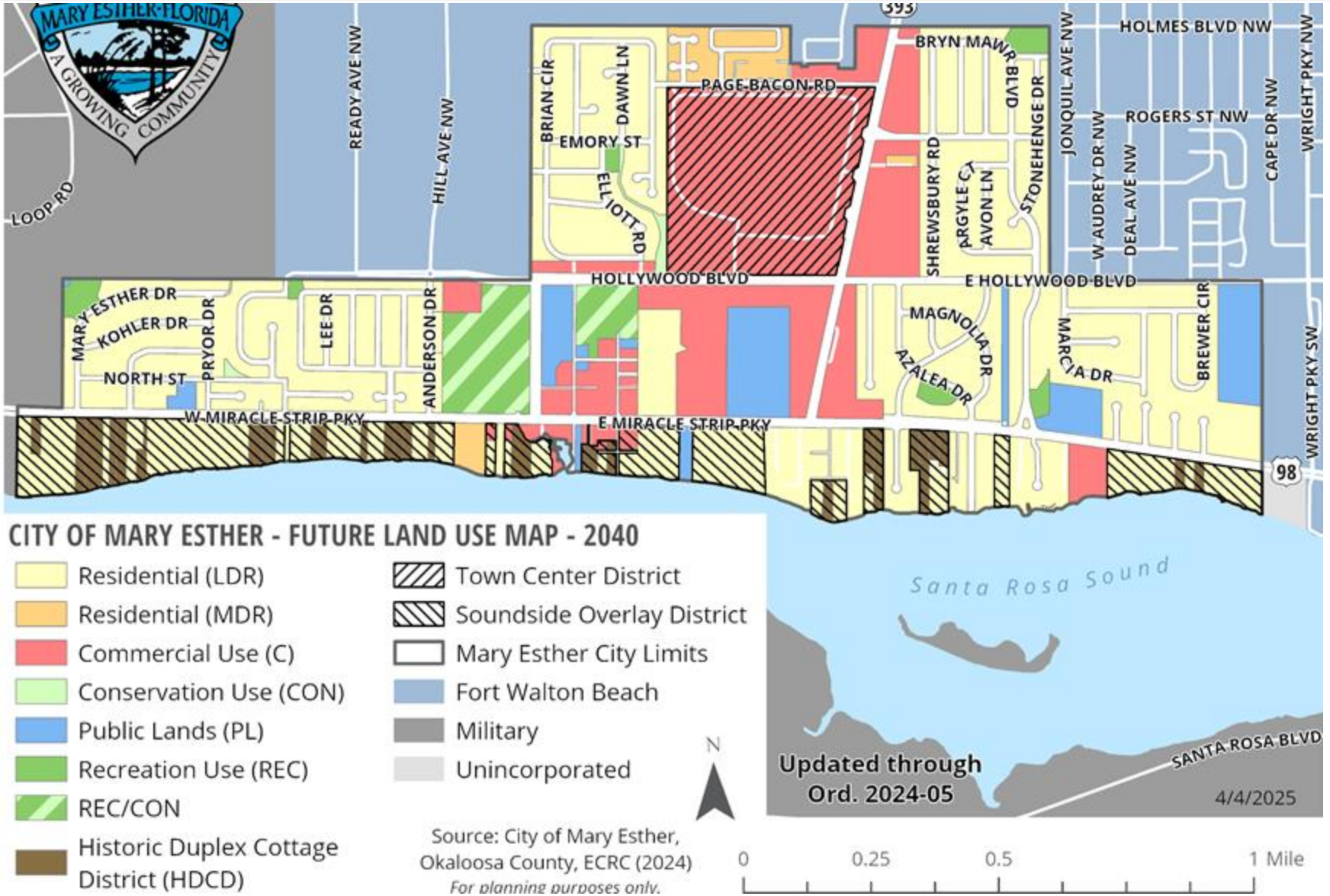
N

Source: City of Mary Esther, Okaloosa County, ECRC (2024)

For planning purposes only.

0 0.25 0.5 1 Mile

Future Land Use Map (Proposed



Land Use Category Definition Updates

Previous:

Low density residential development allows up to 5.51 dwelling units per gross acres.

Updated:

Low Density Residential

Description: This category accommodates predominantly single-family detached residential uses on individual lots. Typical uses include homes with accessory structures (e.g., garages), limited home-based occupations subject to the LDC, and neighborhood-scale amenities including churches and daycares.

Density: Up to 5.51 dwelling units per gross acre.

Land Use Category Definition Updates

New:

Historic Duplex Cottage District

Description: This category reflects the historic use of these properties as predominantly historic single-family detached, cottage, or duplex residential uses. Limited home-based occupations subject to the LDC may be appropriate.

Density: Up to ten (10.0) dwelling units per gross acre.

Land Use Updates

Recommendations from Vision Plan:

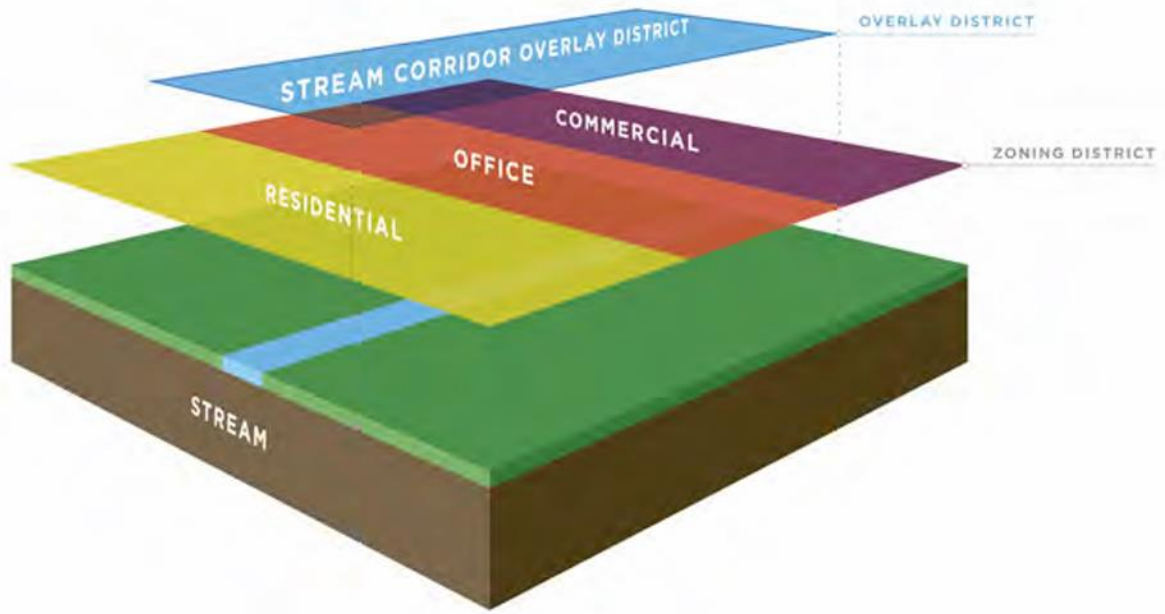
The zoning districts will need a review and update as there are some standards within them that would not allow the implementation of the development scenarios illustrated in this plan, that allow for a town center style redevelopment of the mall

- New mixed-use zoning district with bulk regulations and design guidelines that support vertically mixed-use town center building forms and additional residential density within them.
- Amend the existing C-1 and C-2 zoning districts to revise internal buffer requirements for multifamily structures on the interior of mixed-use developments, […] ensure that exterior setbacks and buffering to existing single family neighborhoods are effective in creating a transition between development characters.

Land Use Updates

Creation of Overlay Districts:

An overlay district is a special planning designation applied over existing future land use categories to implement specific policies, guide development patterns, or protect resources, without changing the underlying future land use classification.



The proposed plan document creates two:

- Soundside
- Town Center

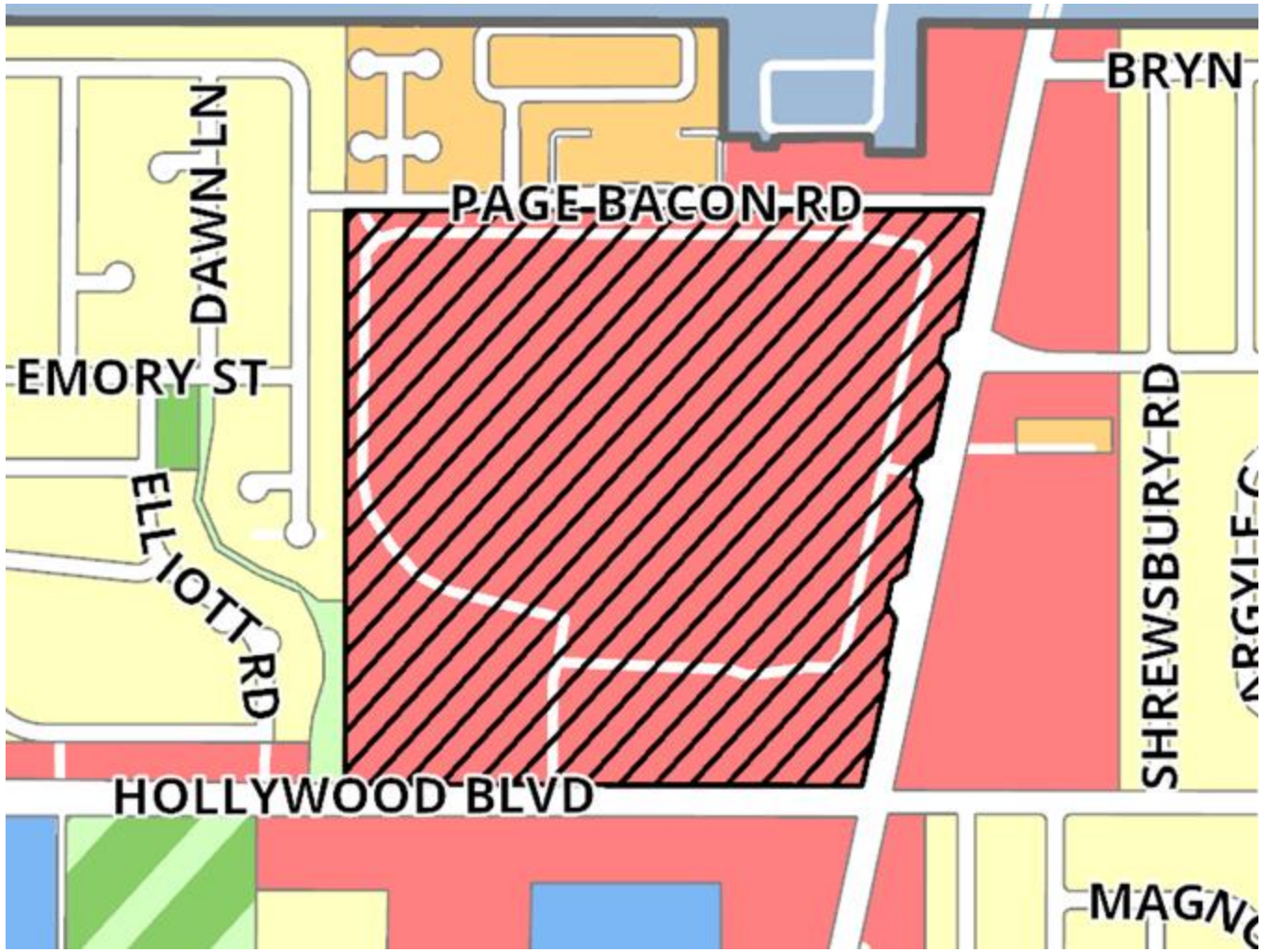
Land Use Updates

Town Center Overlay

Purpose: Guide the redevelopment of large commercial properties, such as the Santa Rosa Mall site, into a mixed-use town center with a coordinated mix of commercial, residential, office, and civic uses.

Density and Intensity: May allow higher residential densities and Floor Area Ratios (FARs) than base zoning, as specified in the LDC, with the development of an appropriate master plan which responds to community goals. These goals include pedestrian-friendly infrastructure, gathering spaces for public use, landscaping, and buffering where the district abuts lower-intensity uses.

Future Land Use Map (Current)



Land Use Updates

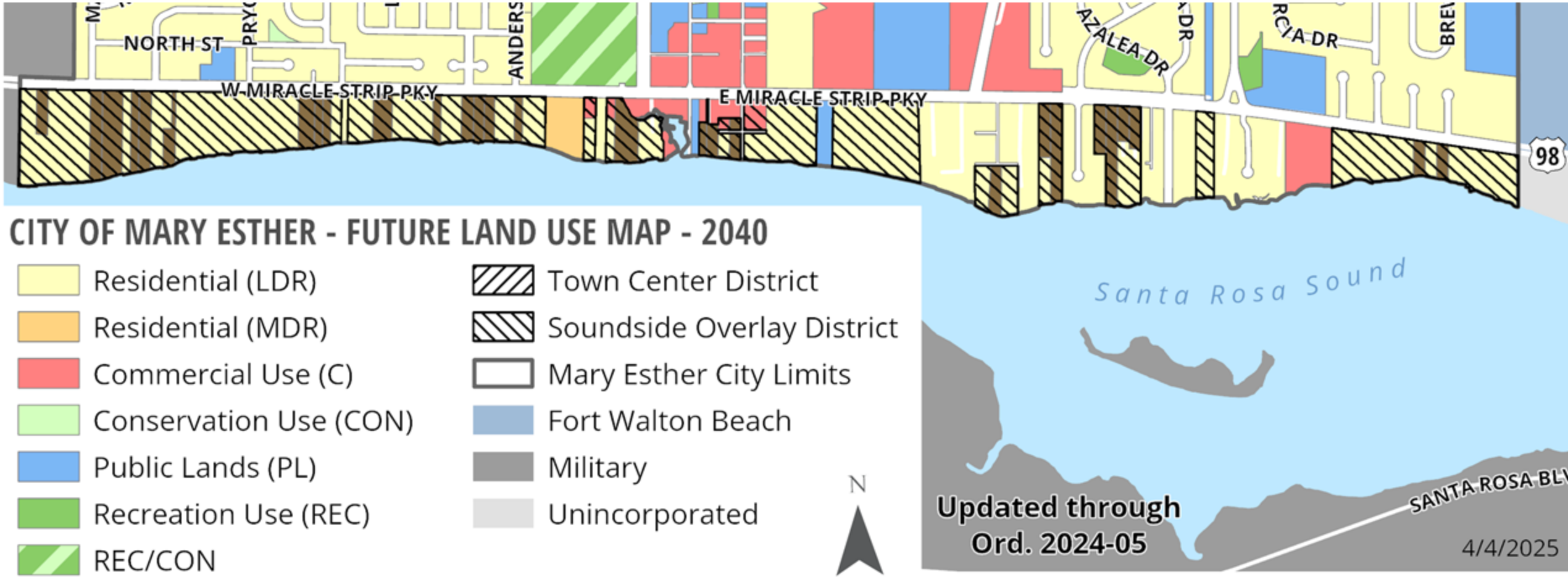
Soundside Overlay

Purpose: Provide flexible renovation and redevelopment options for a historic residential neighborhood with a high concentration of nonconforming lots and structures while preserving the historic nature of the area including the mature tree canopy.

Flexibility Provisions: The LDC will be modified to provide specific solutions which may include blanket relaxation of dimensional requirements, accessory structure siting, and fencing regulations, an administrative process to grant relief of up to 50% of dimensional requirements, and the creation of a Special Use permit process for modifications greater than 50%, while continuing to rely on variances only when appropriate.

Administrative approvals will be used for only minor renovations or expansions that maintain both life-safety standards and neighborhood character. Special Use permits will be used for substantial changes that satisfy compatibility requirements.

Future Land Use Map (Current)

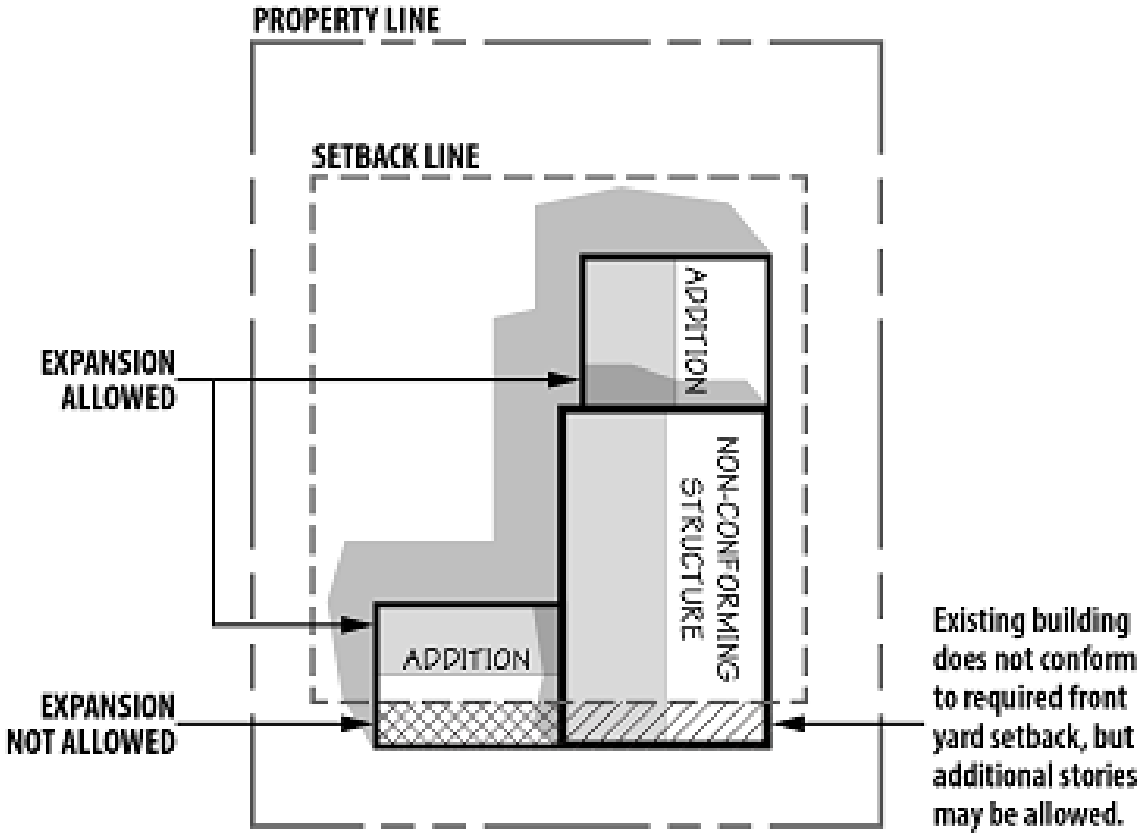


Land Use Updates

Existing nonconforming uses can lead to complications for homeowners as well as administrative burden on city staff and council.

Some potential solutions:

1. Blanket relaxation of dimensional requirements for a specific neighborhood
2. Administrative process for relaxation of dimensional requirements
3. Creation of a Special Use permit process
4. Reliance on Variances only when appropriate



Community Redevelopment Area

A CRA is a public entity established by a Florida city or county to address blighted conditions and encourage economic redevelopment.

- Uses Tax-Increment Financing (TIF):
  - Captures the increase in property tax revenue generated within a designated redevelopment area.
  - Reinvests revenue into public infrastructure, improvements, housing, and business incentives.
- Governed by a separate CRA Board or City Council.
- Currently subject to legislative uncertainty (HB 991, 2025) regarding future viability

Community Redevelopment Area

Potential Town Center CRA

- Could help organize and support efforts to develop Town Center
- Would create a detailed plan with goals, objective, and projects
- Could subsidize public improvements and potentially engage staff
  - Infrastructure improvements (streets, sidewalks, utilities)
  - Public amenities (parks, transit hubs)
  - Incentives for private investment (façade grants, development assistance)
  - Staff for event coordination or business recruitment

CRA Alternatives

- Special Assessment Districts (Ch. 170, F.S.)
  - Directly assesses benefiting properties for infrastructure costs.
  - Can finance roads, sidewalks, lighting, and drainage improvements.
- Community Development District (Ch. 190, F.S.)
  - Independent special district can issue bonds for public infrastructure.
  - Suitable for mixed-use redevelopment on large sites.
  - Must be petitioned for and managed by landowners.
- Municipal Capital Projects and Bonds
  - General obligation or revenue bonds to finance site improvements directly.
  - City investments in infrastructure and public amenities to attract developers.
- Land Use and Zoning Incentives
  - Create mixed-use redevelopment overlays or Planned Unit Developments (PUD).
  - Regulatory flexibility to encourage private-sector redevelopment.

Major Updates:

- Clarified and strengthened references to nonmotorized transportation.
- New Policy on working with FDOT and the OCSD to alleviate queuing on US 98.
- Inclusion of new transportation technologies
- References to an encouragement of bike and pedestrian infrastructure in the new Town Center overlay.

Transportation Policy Changes

"become a walking and biking city, with a connected network of sidewalks, greenways and multi-use trails."

- Vision Plan

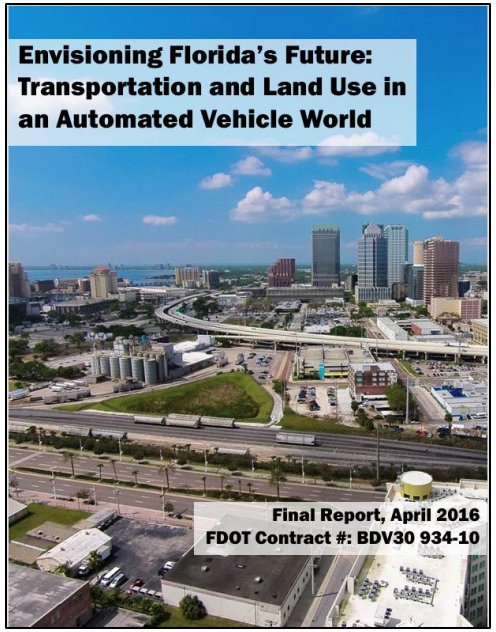
Policy All new road construction projects within the City shall accommodate ~~labor intensive~~ active transportation. Such accommodation may include the installation of signage, striping of roadways, widening of shoulders, installation of bike racks, installation of sidewalks […]

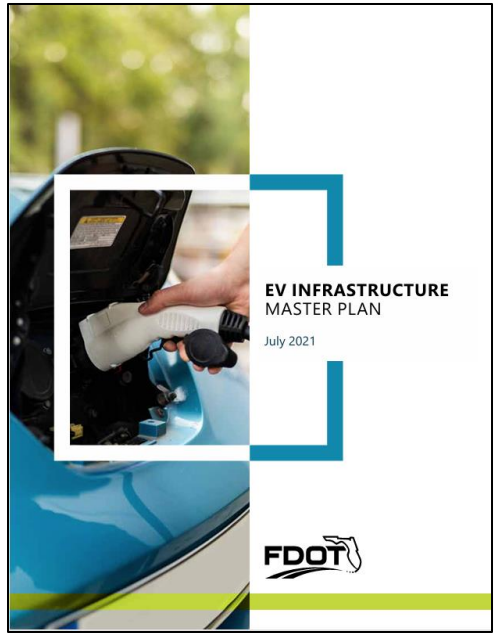
Transportation Policy Changes

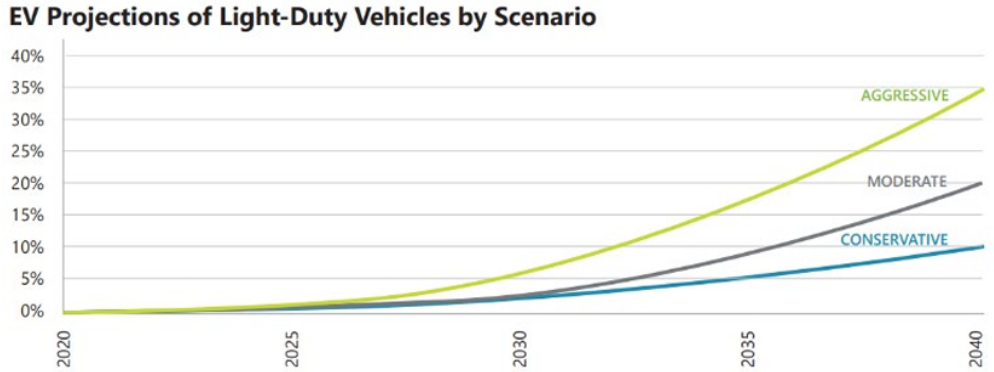
- Added in support for traffic-calming measures where hazardous conditions exist.
- Endorsed seeking a solution to alleviate congestion on US 98 near the Mary Esther Elementary School.
- Recommends that the City conduct a waterfront-access feasibility study including potential Blueway routes.

Transportation Policy Changes

- Added support for incorporating advances technologies in coordination with state and regional partners.
- Continue collaborating with Okaloosa County and its Traffic Management Center (TMC)
- Align local regulations and infrastructure planning with Florida's ongoing efforts to accommodate autonomous and connected vehicles.
- Encourage and support the installation of electric vehicle (EV) charging stations

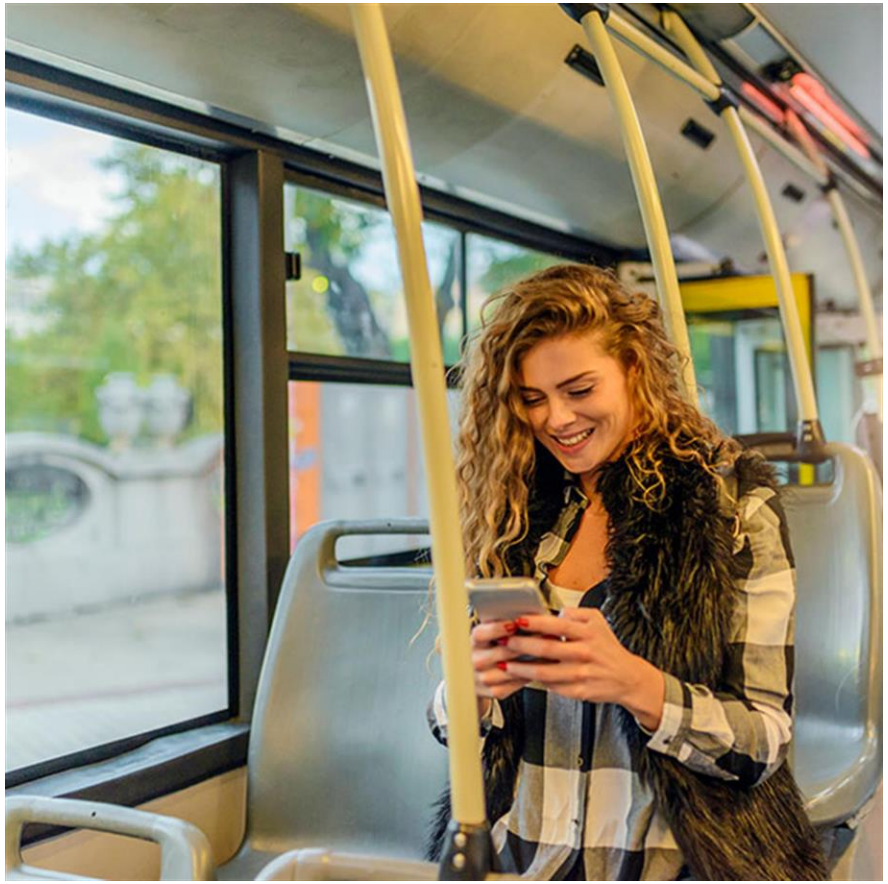






Transportation Policy Changes

- Create a vibrant, multimodal town center around the Santa Rosa Mall and adjacent corridors by integrating Complete Streets concepts, pedestrian-friendly design, and improved transit service.
- The City shall encourage sidewalks, crosswalks, and bike lanes [...] Connectivity to existing transit routes or future transit services.
- Consider fee reductions or credits for developments in the town center area that include enhanced public amenities such as transit shelters, bike racks, and publicly accessible green spaces or plazas.



Major Updates:

- Promotion of a wide variety of housing types including “missing middle” housing, mixed-use development, and adaptive reuse.
- Dedication to reviewing and improving the city’s regulatory and permitting program.

Housing

have a variety of housing opportunities, to serve the broad needs of the community across their lifetimes and household configurations

Additional housing opportunities can be provided in the form of small lot single family, manor houses, townhouses, stacked flat apartment buildings and within mixed use buildings.

- Vision Plan

Housing

Specific policy changes:

- Creation of checklists for quicker development review of “missing middle” and infill housing.
- Partnering with private and non-profit housing developers to encourage adaptive reuse.
- Infrastructural development to support more housing types.
- Promotion of expanded housing choice in the Town Center Overlay
- Encourage rehabilitation to conserve existing housing stock.
- Direction to staff to explore allowing Accessory Dwelling Units in the LDC

Changes in other Elements:

- Creation of High-Density Residential district.

Major Updates:

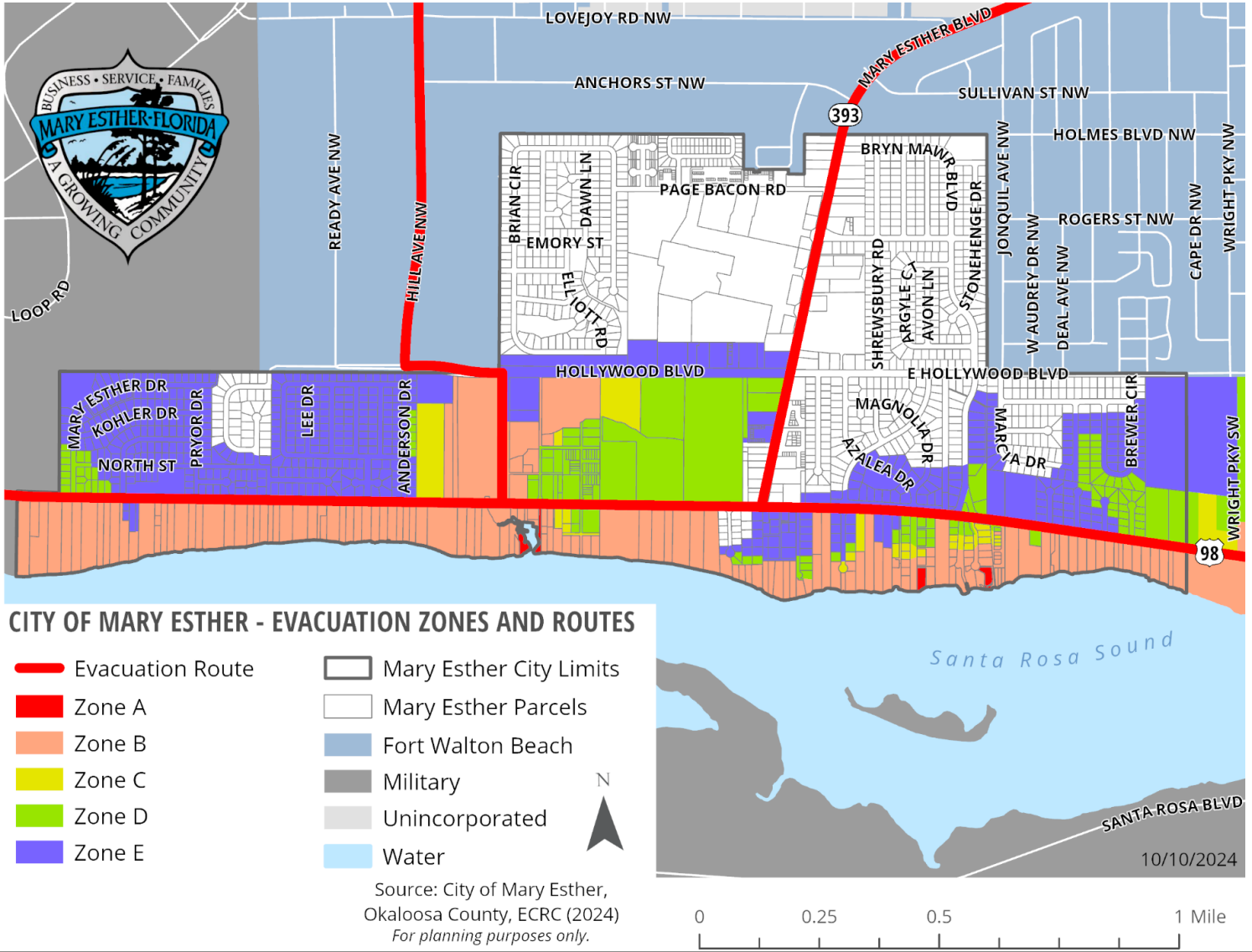
- Updated goals surrounding wastewater disposal to allow for flexibility in exploring future solutions.
- Clarified current solid waste management practices.
- Removed specific recycling goals.
- Removed water saving device ordinance reference previously required by state statute.

Infrastructure Element

Major Updates:

- Updated goals to reflect the statewide Resilient Florida standards.
- Updated references to the County's Local Mitigation Strategy and regional Hurricane Evacuation Study.
- Added Florida Friendly Landscaping as a potential alternative to current xeriscape requirements

Coastal Management and Conservation

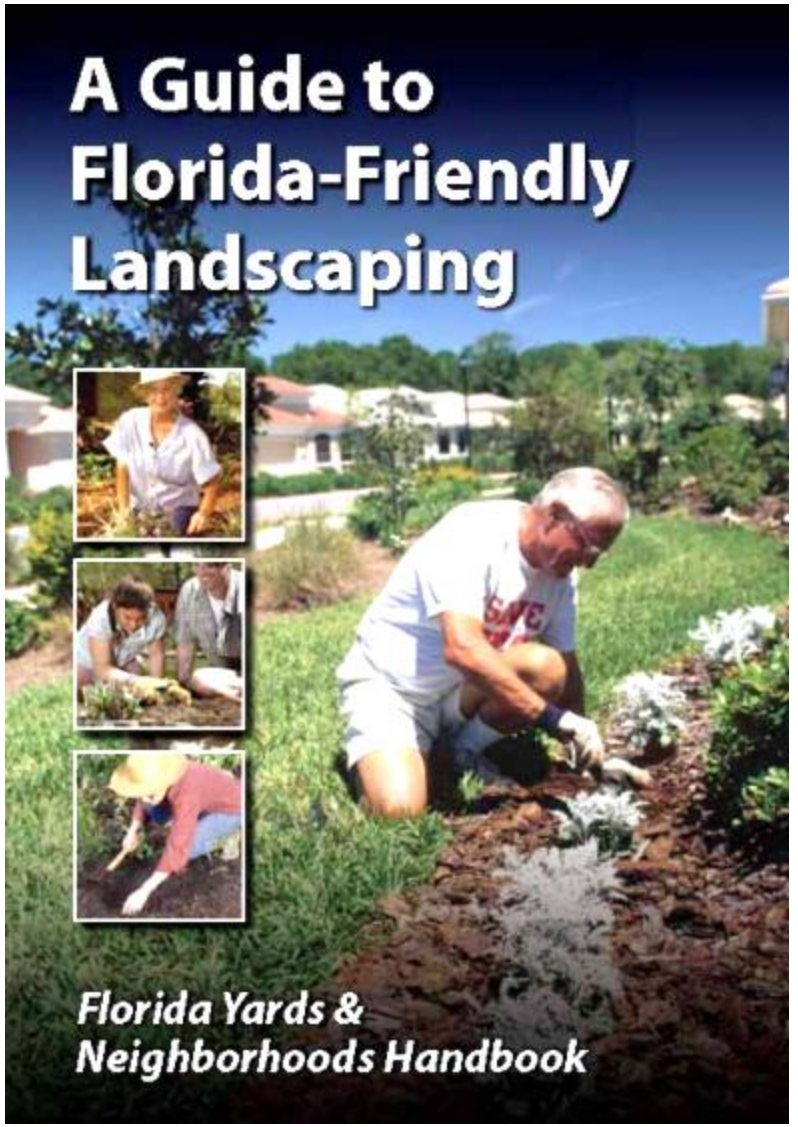


Florida Friendly Landscaping

Allows for the adoption of Florida Friendly Landscaping Standards (FS 373.185)

Florida-Friendly Landscaping Principles:

- Planting the right plant in the right place.
- Efficient watering.
- Appropriate fertilization.
- Mulching.
- Attracting wildlife.
- Managing yard pests responsibly.
- Recycling yard waste.
- Reducing stormwater runoff.
- Protecting the waterfront.



F – Recreation and Open Space Element

Major Updates:

- Creates new category of Park 'Town Center Park'
- Updated references to upcoming Bike, Ped, Trail Plan for Okaloosa-Walton TPO.
- Added references to community gardens and the farmer's market.
- Modified references to tourism development organizations.

Recreation and Open Space Element

Source: City of Mary Esther, Okaloosa County, FDOT, ECRC (2024)

For planning purposes only.

Recreation and Open Space Element

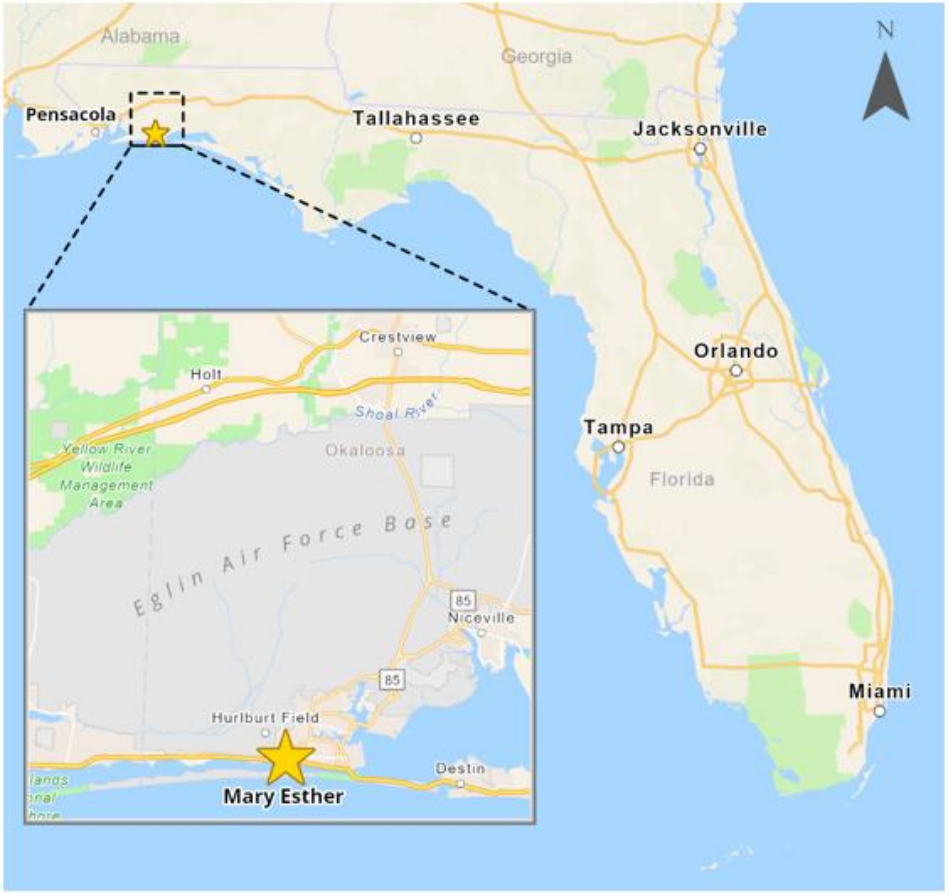
Creates new category "Town Center Park" associated with the Town Center Overlay:

TOWN CENTER PARK: Public amenity associated with mixed-use development located in the Town Center Overlay (reference Policy A1-1d) to improve the area's appeal. Facilities may include multi-purpose open areas, playgrounds, seating, landscaped features, and other elements designed to draw visitors and residents for recreational or community-focused activities.

Major Updates:

- Clarified importance of intergovernmenta coordination and updated references to recent coordination efforts.

- Eliminated or modified references to defunct organizations, plans and agreements.



CITY OF MARY ESTHER - LOCATION MAP

Source: FDEP, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS, FDEP, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA

Major Updates:

- Added in updated inventory of capital improvements
- Included Level of Service standards for Roadways, Sewer, Solid Waste, Drainage, Potable Water, Recreation and Open Space, and Public School Facilities
- Establishes new Annual Goal Setting Process

Capital Improvements Element

- Inclusion of Updated Capital Improvement plan projects
- Removal of outdated state requirements and references
- Incorporation of upcoming Road Maintenance / Park Plans
- Changes to implementation and planning process

Project	Budget Year						
	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	Funding Source	Project Total
Advanced Metering Infrastructure (AMI)	$0	$650,000	$0	$0	$0	Water Loan	$650,000
Mary Esther Boulevard Beautification	$0	$216,000	$0	$0	$0	General Fund	$216,000
Public Works Roof Replacement	$0	$120,000	$0	$0	$0	General Fund	$120,000
Oak Tree Nature Park Rehabilitation	$0	$180,000	$0	$0	$0	Geneal Fund	$180,000
Community Facilities Beautification	$0	$157,000	$0	$0	$0	General Fund	$157,000
Highway 98 Water Main Replacement	$0	$5,193,983	$0	$0	$0	State Grant	$5,193,983
Vehicle Replacement	$0	$60,000	$125,000	$50,000	$50,000	General Fund	$285,000
Waterfront Park Development	$0	$0	$20,000	$0	$0	General Fund	$20,000
Oak Tree Park Neighborhood Infrastructure Improvements	$0	$0	$0	$5,364,618	$0	Sales Tax Fund, Water and Sewer Loans	$5,364,618
Funding Total	$15,794,291	$12,191,583	$609,070	$6,143,142	$26,041,525	N/A	$60,779,611

Data Source: City of Mary Esther
Date Prepared: 11/2024

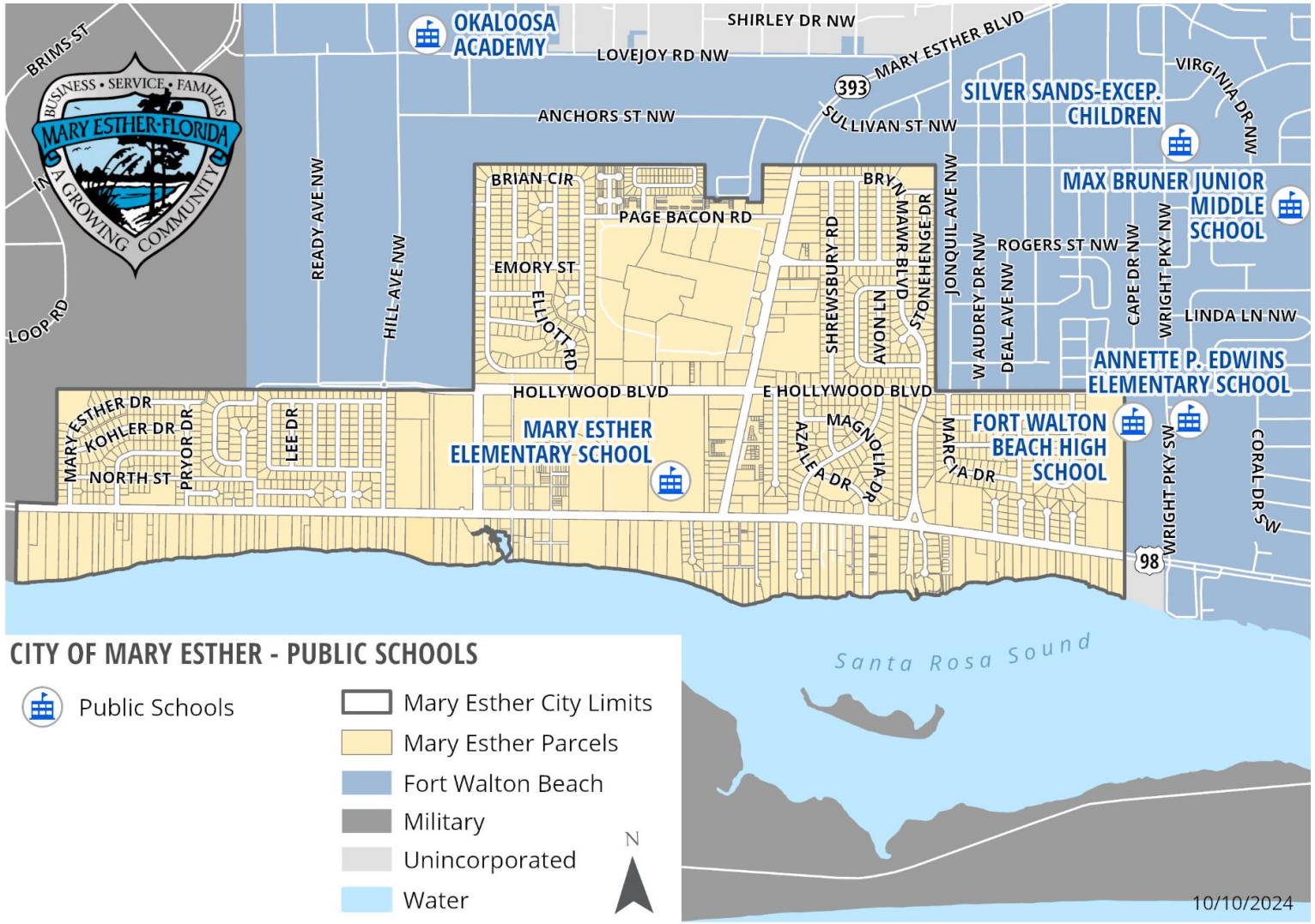
Annual Goal Setting Meeting

- Annual public meeting with staff and full Council
  - Could be special meeting or agenda item
- Staff will summarize:
  - Progress on implementing Goals, Objectives, and Policies
  - Any changes in state statutes affecting the plan
  - Feedback from the community
  - Recommendations for amendments or updates
- Council will:
  - Direct staff to begin amendment process (if necessary)
  - Set priorities for implementation for the next 12 months

Major Updates:

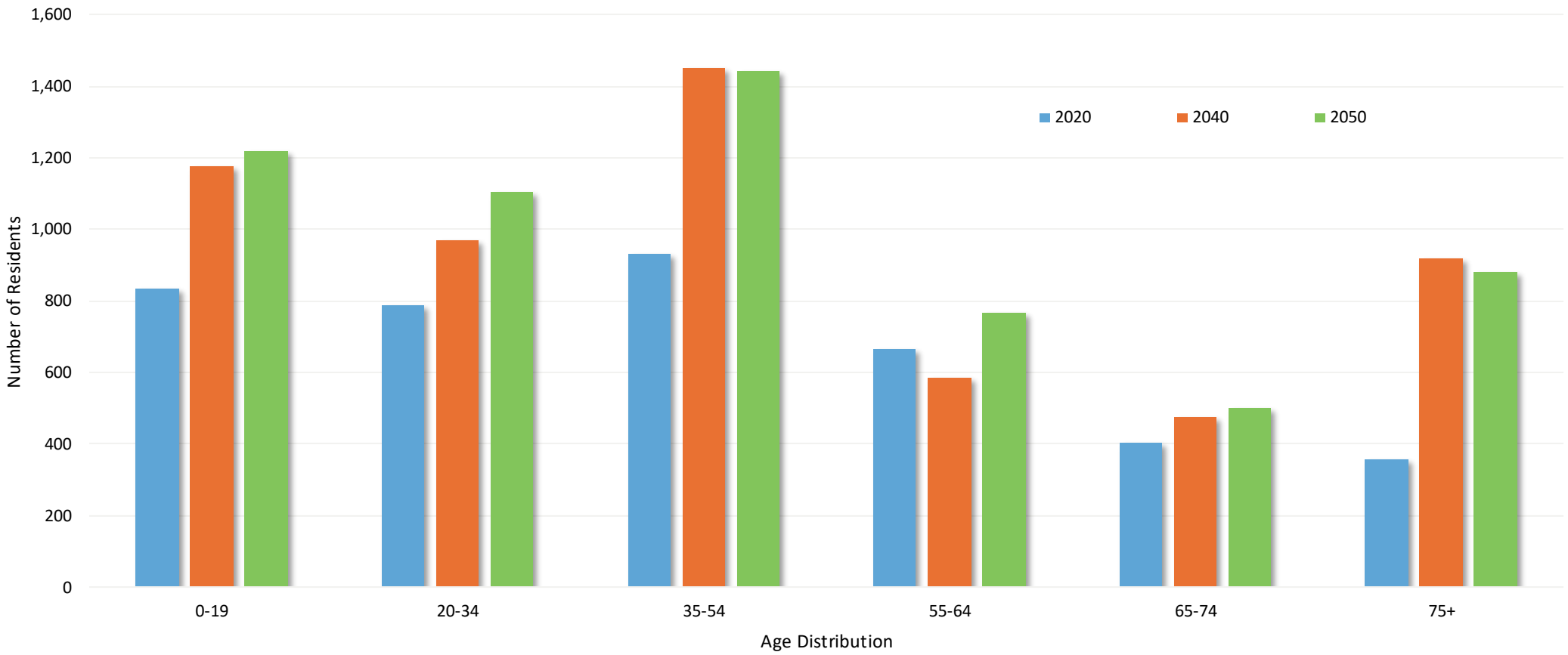
- Added a direct reference to support the development of a new primary access drive for Mary Esther Elementary School.
- Clarified support for Safe Routes to School
- Removed references to outdated schools plans and maps

Public Schools Facilities Element



Source: City of Mary Esther, Okaloosa County, ECRC (2024); FGDL (2023)
For planning purposes only.

Public Schools Facilities Element



J – Property Rights Element (New)

Major Updates:

- Added in state recommended language to protect property owner's rights.
- Clarified current notice and hearing procedures.

Property Rights Element

- **Statutory Compliance:** Section 163.3177, Florida Statutes, mandates a property rights element in comprehensive plans.
- **Intent:** Ensure property rights are respected while supporting planning objectives.
- **Purpose:** Balancing Interests
  - Protect individual property rights.
  - Promote broader community goals, such as:
    - Sustainable development.
    - Environmental protection.
    - Public health and safety.

Property Rights Element

Goal J1 – The City of Mary Esther's goal is to respect judicially acknowledged and constitutionally protected private property rights.

Objective J1-1 – The City shall consider property rights during local decision-making processes:

- **Policy J1-1a –** The right of a property owner to physically possess and control his or her interest in the property, including easements, leases, or mineral rights.
- **Policy J1-1b –** The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
- **Policy J1-1c –** The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
- **Policy J1-1d –** The right of a property owner to dispose of his or her property through sale or gift.

Notice Requirements

Objective J1-2 - People have the right to participate in planning…

- The city will mail notices to property owners within 300’
- At least 14 days and at least 5 days before hearing
- City staff shall regularly evaluate the most cost-efficient methods of providing notice

Next Steps

Formal Adoption

- Final Revisions and Preparation of State Submittal Documents
- LPA Public Hearing and Recommendation
- Council Transmittal Hearing (First Reading)
- Transmittal to State and Agency Review (expedited review)
- Adoption Hearing (Second Reading)
- Final Submittal and Appeal Window

Thank You

Ada Clark, Community and Economic Development Director
Ada.Clark@ECRC.org

Eric Christianson, Planner
Eric.Christianson@ECRC.org

MINUTES
REGULAR MEETING
of THE MARY ESTHER CITY COUNCIL
May 5, 2025 - 6:00 PM
195 Christobal Road – North, Mary Esther, FL 32569

CITY COUNCIL PRESENT

Chris Stein, Mayor
April Sutton, Councilmember
Susan Coxwell, Councilmember
Bernard Oder, Mayor Pro Tem
Larry Carter, Councilmember (Virtual)
Richard Lawson, Councilmember

CITY STAFF PRESENT

Jared Cobb, City Manager
Hayward Dykes, City Attorney
Dillon Morris, City Clerk
Kelvin Cherry, Code Compliance Officer
Heather Day, Finance Director
Shawn Lindsey, Public Works Director

OTHERS PRESENT

Chad Rewis, OSCO Captain
Jeff Wagner, OCWFD Chief

1. INVOCATION

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

2. CALL TO ORDER

The meeting was called to order by Mayor Stein at 6:02 p.m.

3. PLEDGE OF ALLEGIANCE

Mayor Stein led the Pledge of Allegiance.

4. ROLL CALL

The City Clerk called the roll as reflected above. Mayor Stein asked for a motion for Councilmember Carter to participate virtually. Councilmember Sutton initiated the motion, seconded by Councilmember Lawson. The motion passed unanimously.

RESULT:	**PASSED (4-0)**
MOVER:	Councilmember April Sutton
SECOND:	Councilmember Richard Lawson
AYES:	Bernard Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

5. APPROVAL OF THE AGENDA

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

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

6. SPECIAL PRESENTATIONS

6.1. Yard of the Month

Mayor Stein discussed the two addresses submitted for Yard of the Month: 81 Emory Lane and 610 Brian Circle (see attachment). After some discussion, Councilmember Sutton made a motion to award "Yard of the Month May 2025" to 81 Emory Ln., seconded by Councilmember Coxwell. The motion passed unanimously.

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

7. CONSENT AGENDA

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

RESULT:	**(5-0)**
MOVER:	Councilmember April Sutton
SECOND:	Councilmember Richard Lawson
AYES:	Larry Carter, Bernard 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 April 7, 2025, Local Planning Agency Meeting

7.9. Minutes of the April 7, 2025, Public Workshop Meeting

7.10. Minutes of the April 7, 2025, Regular Council Meeting

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

None.

9. PUBLIC COMMENT (NON-AGENDA ITEMS)

Fire Chief Wagner spoke about Ocean City Wright-Fire Control District potentially submitting an RFP to Okaloosa County and seeking a reference letter from the council. City Attorney Dykes spoke that a letter would have to be drafted and then approved to have either the mayor or city manager to sign it. Mayor Stein directed Fire Chief Wagner to work with City Clerk Morris for whatever is needed.

10. UNFINISHED BUSINESS

None.

11. NEW BUSINESS

11.1. Proposed FY 2026 Budget Calendar

Finance Director Day led the discussion on the proposed 2026 budget calendar. Councilmember Sutton asked if the September 22nd meeting could be moved. Mayor Pro Tem Sutton added that some of the meetings fall on Wednesdays. Finance Director Day stated they could move the September 22nd meeting to September 23rd. Mayor Stein asked if everyone was happy with the other dates, to which there were no complaints. Mayor Stein asked for a motion to approve the financial year 2026 budget calendar with one change. Councilmember Sutton initiated the motion, seconded by Councilmember Coxwell. The motion passed unanimously.

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

11.2. Proposed Mid-Year Budget Amendment

Public Works Director Lindsey led the discussion of the proposed mid-year budget amendment. Mayor Stein asked if there was any discussion. Hearing none, Mayor Stein asked City Clerk Morris to read the title of the resolution. City Clerk Morris read the title of Resolution 25-06. Mayor Stein then requested a motion to approve Resolution 25-06, which would approve the mid-year budget amendment. The motion was initiated by Mayor Pro Tem Oder, seconded by Councilmember Lawson. The motion passed unanimously.

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

11.3. Talcon Change Order Number 2

Public Works Director Lindsey led the discussion of Talcon Change Order Number 2. Mayor Stein asked if there was any discussion. Hearing none, Mayor Stein asked for a motion to approve change order #2 with Talcon Group LLC. Councilmember Sutton initiated the motion, seconded by Councilmember Coxwell. The motion passed unanimously.

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

11.4. Award of Construction Engineering and Inspection Services (CEI) for Azalea Neighborhood Infrastructure Improvements

Public Works Director Lindsey led the discussion on the Azalea Neighborhood infrastructure improvements. Councilmember Sutton asked why the CPH bid was higher and if the project

would be the same crew that did Springdale. Public Works Director Lindsey stated the distance made the bid higher for CPH. Mike Craddle, Jacobs Engineering, discussed that he did not know who the crew was, but he would find out and let the council know. Councilmember Sutton requested better communication in this project. Mayor Pro Tem Oder emphasized the importance of checks and balances. Councilmember Sutton asked if Public Works Director Lindsey felt confident working with Jacobs Engineering. He confirmed that he did feel confident working with them. After discussions, Mayor Stein asked for a motion to approve Amendment 1 to Task Order 2022-01 with Jacobs Engineering for a total cost not to exceed $390,616. Mayor Pro Tem Oder initiated the motion, seconded by Councilmember Lawson. The motion passed unanimously.

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

11.5. Direction regarding 911 E. Miracle Strip Private Lift Station

Public Works Director Lindsey provided the background of the 911 East Miracle Strip Private Lift Station. A discussion ensued regarding the property's location, Fort Walton Beach's interest in the property, potential financial assistance for annexation, tri-annual inspections and reports, the consequences of Mary Esther annexing the property, cutting off water to the property, the 90-day notice requirement, the fire assessment, involuntary annexation, coordination with the Florida Department of Environmental Protection (FDEP), potential costs, and other private lift stations in Mary Esther. After this discussion, Mayor Stein asked for a motion to find out what the response is to the 90-day letter. Councilmember Sutton initiated the motion, seconded by Mayor Pro Tem Oder. The motion passed unanimously.

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

11.6. Holiday Closing Schedule

City Manager Cobb led the discussion of the holiday closing schedule. Councilmember Coxwell discussed liking the schedule. Mayor Pro Tem Oder expressed support for closing city facilities during the holiday period. Mayor Stein asked for a motion to authorize the closing of city facilities during the holiday period beginning at noon on December 23, 2025, and reopening on January 2, 2026. Mayor Pro Tem Oder initiated the motion, seconded by Councilmember Lawson. The motion passed unanimously.

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

NAYS:	None

11.7. Consideration of City Attorney Rate Schedule

City Attorney Dykes led the discussion of the city attorney rate schedule. Mayor Stein asked if there was any discussion. Hearing none, he asked for a motion to approve the rate increase. Councilmember Sutton initiated the motion, seconded by Councilmember Carter. The motion passed unanimously.

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

11.8. Discussion of Citizen of the Year Proposal

City Clerk Morris provided the background to the discussion of the citizen of the year proposal and sought feedback on how the mayor and council would like to proceed. Discussion occurred about requirements, awards, costs, citizens in Mary Esther, and leaving it with only one citizen. City Clerk Morris stated he would bring something back in the June meeting.

12. COUNCILS' STANDING COMMITTEE STATUS REPORTS

Councilmember Sutton discussed meeting with the governor and newest representative, and if there is an issue with the city, to call city hall or the police, not the councilmembers, as they do not write the tickets.

Councilmember Coxwell had no additional comments.

Councilmember Lawson discussed attending the library's Earth Day event.

Mayor Stein remarked he was going on vacation.

Mayor Pro Tem Oder discussed the base's road and housing situation, the library cooperative, and a possible extension to the legislative session in Tallahassee.

Councilmember Carter stated things were going well with his daughter and asked for an update on the new city hall. Public Works Director Lindsey reported on the status of the new city hall.

13. OTHER COMMENTS

City Attorney Dykes had no addtional comments.

City Clerk Morris reminded the council to check their mailbox, do their ethics training, do their cybersecurity training, file their financial disclosures, and attend the IIMC conference.

City Manager Cobb discussed the reopening of Scottsdale Drive.

14. ADJOURN

The council meeting adjourned at 7:24 p.m.

[MIN_SIG]

81 Emory Ln.

610 Brian Cir.

AGENDA ITEM

Agenda Item 8.1.

TO: Honorable Mayor and Members of the City Council

FROM:

DATE: June 2, 2025

SUBJECT: John McLean, 265 Argyle Court, Requesting a Utility Bill Adjustment

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BACKGROUND:

DISCUSSION:

FINANCIAL IMPACT:

RECOMMENDATION:

ATTACHMENT(S):
1. Speaker Request Form

SPEAKER'S FORM

City of Mary Esther Council Meeting

As you complete the form below, please note certain fields marked with an asterisk (*) are required. Late or incomplete submissions, particularly where required information is omitted, will be deferred by Council to a future meeting pending receipt of all information.

COMPLETED FORMS WITH ACCOMPANYING PRESENTATION MATERIALS MUST BE TURNED IN TO THE CITY CLERK BY 10 AM ON THE DAY ONE WEEK PRIOR TO THE MEETING DATE. (For example, if the meeting is on the 10th, the form and supporting documentation must be submitted by 10 AM on the 3rd of month.)

Only one (unbound) set of material is required *unless color copies are requested*, in which case six complete, collated, and unbound sets are required.

PRINT OR TYPE

Date of Submission: 5/23/25 *Council Meeting Date: 6/2/25

*Speaker's Name: JOHN MCLEAN *Address: 265 ARGYLE

*Speaker's Phone or Email address: 850-533-4221

*Topic/Issue: (use the back or separate sheet if needed) Unexplainable high water bill 12-15-24 through 1-15-24 $426.91

*Have you spoken with City Staff or the City Manager about this issue? If so, who and when? YES - Heather Day Finance Director

Desired action by Council? Reduction of water bill cost.

*Presentation Materials Attached? Yes X No ____ # of Pages ____

All comments must be civil in public discourse whether written or spoken.

CITY OF MARY ESTHER
195 Christobal Road, North • Mary Esther, Florida 32569
Telephone (850) 243-3566 • Fax (850) 243-0736

May 23, 2025

High usage was detected on Mr. McLean's account during the January meter reading. The elevated consumption occurred between December 19, 2024, and January 5, 2025, totaling 197,300 gallons and resulting in a billing amount of $4,269.91.

Mr. McLean stated that he was not aware of a leak and does not recall leaving a hose or faucet running. Jacobs performed a leak check, re-read, and consumption test on the meter, all of which came back normal.

As a courtesy, staff applied the one-time, once-every-ten-years $1,000 adjustment to his account and established a 12-month repayment plan for the remaining balance. Under this plan, Mr. McLean will pay $259.17 per month in addition to his current monthly utility charges to bring his account to a zero balance over the next year.

Mr. McLean is now requesting an additional adjustment from the City Council to reduce the remaining balance on his utility account to a more manageable amount.

Heather Day, Finance Director

City of Mary Esther, FL

Service Order

Completed

Job Date: 1/27/2025 12:37 PM
Job Code: RR-MISC - REREAD MISC
Group: PU - PUBLIC UTILITIES
Staff: PU 1st Avail

Service Order #: SO0008383
Job Action: Miscellaneous
Issued By: KRYSTAL LOPEZ
Requested By: JOHN MCLEAN

Location: 265 ARGYLE CT Mary Esther FL 32569
Account: 06-000903-00 JOHN MCLEAN

Services

Service	Action	Current Meter #	Meter Serial #	R #	Scale	Last Read	Reading	New Meter #	Set Reading
100 -WATER	No Action	90247847	85232720	90247847	100	4524	4549		
400 -SEWER	No Action								

Order Notes: previous reading: 2551. current reading: 4524

Completion Notes: verified meter ID. read reading.

1/28/25
1520-1540
JBankston

Completion Date:

Worked By:

Approved By:

City of Mary Esther, FL

Service Order

Completed

Job Date: 1/29/2025 10:01 AM
Job Code: LK CK - LEAK CHECK
Group: PU - PUBLIC UTILITIES
Staff: PU 1st Avail

Service Order #: SO0008414
Job Action: Miscellaneous
Issued By: KRYSTAL LOPEZ
Requested By: JOHN MCLEAN

Location: 265 ARGYLE CT Mary Esther FL 32569
Account: 06-000903-00 JOHN MCLEAN

Services

Service	Action	Current Meter #	Meter Serial #	R #	Scale	Last Read	Reading	New Meter #	Set Reading
100 -WATER	No Action	90247847	85232720	90247847	100	4524	4550		
400 -SEWER	No Action								

Order Notes: previous reading: 2551. reading on 1/15/24 4524. re-read on 1/28/25 4549. this is WAY HIGH usauge. please check for a

Completion Notes: verified meter ID. Monitored meter for leaks and found no leaks city side or customer side.

1/29/25
1100-1120
JBankston

Completion Date:

Worked By:

Approved By:

City of Mary Esther, FL

Service Order

Completed

Job Date: 1/29/2025 12:52 PM
Job Code: DATA LOG - PULL READING LOG
Group: UTILITY BILLING
Staff: PU 1st Avail

Service Order #: SO0008420
Job Action: Miscellaneous
Issued By:
Requested By: JOHN MCLEAN

Location: 265 ARGYLE CT Mary Esther FL 32569
Account: 06-000903-00 JOHN MCLEAN

Services

Service	Action	Current Meter #	Meter Serial #	R #	Scale	Last Read	Reading	New Meter #	Set Reading
100 -WATER	No Action	90247847	85232720	90247847	100	4524			
400 -SEWER	No Action								

Order Notes: Need data log. previous reading 2551 reading on 1/15/25 4524 leak check done no leak reading 4550 on 1/29/25. just from 1/15 reading showing 197,300 gallons used. there is no pool. no leak that is insane usage. please check meter.

Completion Notes: verified meter ID. ran data log, see email.
scanned log to documents.

1/29/25
1520-1550
JBankston

Completion Date: _____

Worked By: _____

Approved By: _____

Meter Data Log

Date	Time	Min Flow	Max Flow	Reading (G	Interval (G)
				242713.7	NA
10/1/2024	22:43:13			242815.2	101.51
10/2/2024	22:43:13			242945.2	130.05
10/3/2024	22:43:13			243127.7	182.47
10/4/2024	22:43:13			243233.6	105.94
10/5/2024	22:43:13			243365.9	132.29
10/6/2024	22:43:13			243474	108.06
10/7/2024	22:43:13			243580.2	106.24
10/8/2024	22:43:13			243656.5	76.31
10/9/2024	22:43:13			243757.8	101.26
10/10/2024	22:43:13			243831.6	73.77
10/11/2024	22:43:13			244501.8	670.22
10/12/2024	22:43:13			244613.9	112.13
10/13/2024	22:43:13			244700.6	86.7
10/14/2024	22:43:13			244804	103.39
10/15/2024	22:43:13			244877.3	73.3
10/16/2024	22:43:13			244979.6	102.27
10/17/2024	22:43:13			245117.5	137.91
10/18/2024	22:43:13			245220.5	103.01
10/19/2024	22:43:13			245276.8	56.3
10/20/2024	22:43:13			245461.8	184.97
10/21/2024	22:43:13			245537.7	75.97
10/22/2024	22:43:13			245614.4	76.72
10/23/2024	22:43:13			245684.5	70.06
10/24/2024	22:43:13			245810.2	125.74
10/25/2024	22:43:16			246016.7	206.46
10/26/2024	22:43:16			246075.3	58.57
10/27/2024	22:43:16			246129.1	53.78
10/28/2024	22:43:16			246276.8	147.74
10/29/2024	22:43:16			246345.2	68.39
10/30/2024	22:43:16			246518.5	173.3
10/31/2024	22:43:16			246628.2	109.72
11/1/2024	22:43:16			246770.6	142.39
11/2/2024	22:43:16			246867.4	96.83
11/3/2024	22:43:16			247017.8	150.34
11/4/2024	22:43:16			247060.3	42.56
11/5/2024	22:43:16			247113.3	52.94
11/6/2024	22:43:16			247250.3	137.04
11/7/2024	22:43:16			247351.3	101
11/8/2024	22:43:16			247486.4	135.08
11/9/2024	22:43:16			247546.4	60.02
11/10/2024	22:43:16			247614.1	67.69
11/11/2024	22:43:16			247688.9	74.82
11/12/2024	22:43:16				

Gallons used

			Gallons Used
11/13/2024	22:43:16	247797.1	108.19
11/14/2024	22:43:16	247898.2	101.11
11/15/2024	22:43:16	247991.8	93.59
11/16/2024	22:43:16	248061.2	69.35
11/17/2024	22:43:16	248215.9	154.74
11/18/2024	22:43:20	248296	80.09
11/19/2024	22:43:20	248385.2	89.2
11/20/2024	22:43:20	248529.1	143.88
11/21/2024	22:43:20	248593.9	64.82
11/22/2024	22:43:20	248640.7	46.79
11/23/2024	22:43:20	248732.6	91.93
11/24/2024	22:43:20	248820.8	88.15
11/25/2024	22:43:20	248905.8	85.06
11/26/2024	22:43:20	249001.4	95.57
11/27/2024	22:43:20	249098.8	97.41
11/28/2024	22:43:20	249187.3	88.55
11/29/2024	22:43:20	249255.5	68.19
11/30/2024	22:43:20	249358.4	102.88
12/1/2024	22:43:20	249426.4	67.99
12/2/2024	22:43:20	249568.3	141.86
12/3/2024	22:43:20	249695.8	127.5
12/4/2024	22:43:20	249849	153.2
12/5/2024	22:43:20	249946.3	97.31
12/6/2024	22:43:20	250161.7	215.44
12/7/2024	22:43:20	250305.6	143.85
12/8/2024	22:43:20	250594.1	288.53
12/9/2024	22:43:20	250772.6	178.5
12/10/2024	22:43:20	251023.4	250.77
12/11/2024	22:43:20	251373.6	350.28
12/12/2024	22:43:23	251715.6	341.92
12/13/2024	22:43:23	252106.9	391.3
12/14/2024	22:43:23	252596.1	489.26
12/15/2024	22:43:23	253046.8	450.63
12/16/2024	22:43:23	253528.8	482.02
12/17/2024	22:43:23	254038.3	509.48
12/18/2024	22:43:23	254664.5	626.27
12/19/2024	22:43:23	258757.8	4093.32
12/20/2024	22:43:23	270292.1	11534.25
12/21/2024	22:43:23	281779.9	11487.83
12/22/2024	22:43:23	293289.4	11509.49
12/23/2024	22:43:23	304801.6	11512.15
12/24/2024	22:43:23	316307.4	11505.86
12/25/2024	22:43:23	327842.3	11534.85
12/26/2024	22:43:23	339382.9	11540.65

High Usage Began →

			Gallons Used
12/27/2024	22:43:23	350931.3	11548.34
12/28/2024	22:43:23	362522.4	11591.14
12/29/2024	22:43:23	374152.8	11630.39
12/30/2024	22:43:23	385757	11604.23
12/31/2024	22:43:23	397411.6	11654.59
1/1/2025	22:43:23	409006.3	11594.65
1/2/2025	22:43:23	420627.6	11621.29
1/3/2025	22:43:23	432245.5	11617.92
1/4/2025	22:43:23	443894.2	11648.75
1/5/2025	22:43:27	450915.7	7021.49
1/6/2025	22:43:27	451110.5	194.77
1/7/2025	22:43:27	451212.1	101.66
1/8/2025	22:43:27	451347.4	135.3
1/9/2025	22:43:27	451464.5	117.04
1/10/2025	22:43:27	451582	117.55
1/11/2025	22:43:27	451689.7	107.63
1/12/2025	22:43:27	451892.5	202.88
1/13/2025	22:43:27	451969.7	77.2
1/14/2025	22:43:27	452067.9	98.15
1/15/2025	22:43:27	452196.6	128.67
1/16/2025	22:43:27	452337.4	140.87
1/17/2025	22:43:27	452458.3	120.84
1/18/2025	22:43:27	452539.8	81.51
1/19/2025	22:43:27	452650.1	110.27
1/20/2025	22:43:27	452775.5	125.48
1/21/2025	22:43:27	452909	133.46
1/22/2025	22:43:27	454095	1185.98
1/23/2025	22:43:27	454175.7	80.71
1/24/2025	22:43:27	454260.9	85.22
1/25/2025	22:43:27	454388.5	127.64
1/26/2025	22:43:27	454520.4	131.89
1/27/2025	22:43:27	454802.6	282.15
1/28/2025	22:43:27	455005.3	202.74

City of Mary Esther, FL

Service Order

Completed

Job Date: 1/30/2025 2:42 PM
Job Code: DOOR HANG - DOOR HANGER
Group: PU - PUBLIC UTILITIES
Staff: PU 1st Avail

Service Order #: SO0008435
Job Action: Miscellaneous
Issued By: KRYSTAL LOPEZ
Requested By: JOHN MCLEAN

Location: 265 ARGYLE CT Mary Esther FL 32569
Account: 06-000903-00 JOHN MCLEAN

Services

Service	Action	Current Meter #	Meter Serial #	R #	Scale	Last Read	Reading	New Meter #	Set Reading
100 -WATER	No Action	90247847	85232720	90247847	100	4524			
400 -SEWER	No Action								

Order Notes: We do not have a working number for the customer. Please leave a door hanger.

Completion Notes: dropped off door hanger. Met the customer outside and notified him. Verified water meter. read meter. there was no flow shown on the meter.

2/6/25
1400-1420
JM

Completion Date: _____

Worked By: _____

Approved By: _____

City of Mary Esther, FL

Service Order

Completed

Job Date: 5/22/2025 11:05 AM
Job Code: DOOR HANG - DOOR HANGER
Group: PU - PUBLIC UTILITIES
Staff: PU 1st Avail

Service Order #: SO0009924
Job Action: Miscellaneous
Issued By: KRYSTAL LOPEZ
Requested By: JOHN MCLEAN

Location: 265 ARGYLE CT Mary Esther FL 32569
Account: 06-000903-00 JOHN MCLEAN

Services

Service	Action	Current Meter #	Meter Serial #	R #	Scale	Last Read	Reading	New Meter #	Set Reading
100 -WATER	No Action	90247847	85232720	90247847	100	4694			
400 -SEWER	No Action								

Order Notes: please place doorhanger ASAP

Completion Notes: verified location. Left door hanger.

5/22/25
1110-1130
JBankston

copy of door hanger scanned to documents attached to SO

Completion Date:

Worked By:

Approved By:

Door Hanger

THE CITY OF
Mary Esther
FLORIDA

05/22/2025

JOHN MCLEAN
265 ARGYLE CT
MARY ESTHER, FL 32569-1755

Re: Action Required on Your Utility Account
06-000903-00

Our records indicate that your utility account (06-000903-00) is past due. We mailed a correspondence to your address on recently on 5/5/25. Two other correspondence were mailed on 3/25/25 & 4/23/25. The phone number we have on file for you is not a working number ((850) 585-3004). Our notes indicate that a door hanger was placed at your residence on 2/6/25 requesting that you contact us regarding high usage on your account. The upcoming ACH will be drafted tomorrow (5/23/25) for the current balance of $105.66. The past due on your account is $4,110.02. We have tried several attempts to reach out to you regarding this balance.

Since we have had no response, this is our final attempt to reach out to you prior to service disconnection. Please reach out to us ASAP before the end of business on 5/23/25 in order to prevent any service disruption.

Thank you for your attention in this matter.

Krystal Lopez
Utility Billing Clerk

THE CITY of
Mary Esther
FLORIDA

195 Christobal Road - N
Mary Esther, FL 32569
Phone: 850-243-3566
Fax: 850-243--0736

03/21/2025

JOHN MCLEAN
265 ARGYLE CT
MARY ESTHER, FL 32569-1755

Re: Notice of Balance on Account 06-000903-00

We have been reviewing your account for the service address at 265 Argyle Ct due to unusually high water consumption. A leak check was performed by Jacobs on January 29, 2025, and no leak was detected. Following that, a data log was conducted on your meter.

Upon reviewing the data, we observed an unusual spike in water usage during the service period of December 15, 2024, to January 15, 2025, which corresponds to your February billing. Please note that the leak check took place after this billing period, on January 29, 2025. We are currently trying to determine whether a leak may have occurred during that time and was repaired prior to our inspection.

We attempted to reach you by phone at the number we have on file (850-585-3004), but it appears to be disconnected. A door hanger was left at your residence on February 6, 2025, requesting that you contact our office. As of now, we have not received a response.

At this time, we will only be drafting the current amount due of $139.78 via ACH. The remaining balance of $4,579.10 is still under review as part of our investigation.

Please contact me directly at 850-737-2250 so we can discuss this matter further.

Sincerely,

Krystal Lopez

Krystal Lopez
Utility Billing Clerk
City of Mary Esther

THE CITY of
Mary Esther
FLORIDA

195 Christobal Road - N
Mary Esther, FL 32569
Phone: 850-243-3566
Fax: 850-243--0736

04/23/2025

JOHN MCLEAN
265 ARGYLE CT
MARY ESTHER, FL 32569-1755

Re: Notice of Balance on Account 06-000903-00

Dear Mr. McLean,

We are reaching out regarding your utility account for the service address at 265 Argyle Ct, as we have noted unusually high water consumption. A leak check was performed by Jacobs on January 29, 2025, and no leak was detected. Following this, a data log was conducted on your meter to further investigate the issue.

Upon reviewing the data, we identified an abnormal spike in usage during the billing cycle from December 15, 2024, to January 15, 2025, which corresponds to your February bill. Please note that the leak check was conducted after this billing period. It is possible that a leak occurred during that time and was repaired prior to our inspection.

We attempted to contact you by phone at the number on file (850-585-3004), but the line appears to be disconnected. Additionally, a door hanger was left at your residence on February 6, 2025, and a formal letter was mailed on March 21, 2025. As of today, we have not received a response.

Please be advised that for the upcoming ACH withdrawal on April 24, 2025, only $140.00 will be processed. The remaining balance of **$4,110.02** remains outstanding.

We kindly ask that you contact our office at your earliest convenience to discuss this matter. You may reach me directly at (850) 737-2250.

Sincerely,

Krystal Lopez

Krystal Lopez
Utility Billing Clerk
City of Mary Esther

THE CITY of
Mary Esther
FLORIDA

195 Christobal Road - N
Mary Esther, FL 32569
Phone: 850-243-3566
Fax: 850-243--0736

05/05/2025

JOHN MCLEAN
265 ARGYLE CT
MARY ESTHER, FL 32569-1755

Re: Notice of Delinquent Balance on Account 06-000903-00

Our records indicate that your utility account (06-000903-00) for the service address at **265 Argyle Ct** is more than 30 days past due. The outstanding balance of **$4,110.02** is now due in full.

To avoid disconnection of service, payment must be received by **May 11, 2025**. If payment is not made by this date, utility services will be subject to disconnection on **May 12, 2025** without further notice.

To maintain your account in good standing, please remit payment immediately or contact our office to establish a payment arrangement. Please note that we have made multiple attempts to reach you without success.

If you have any questions or need assistance, contact our Utility Billing Department at 850-243-3566 ext 115.

Sincerely,

Krystal Lopez

Krystal Lopez
Utility Billing Clerk
City of Mary Esther

CITY OF MARY ESTHER
195 Christobal Road, North • Mary Esther, Florida 32569
Telephone (850) 243-3566 • Fax (850) 243-0736

May 23, 2025

John Mclean
265 Argyle Ct.
Mary Esther FL 32569

RE: Water /Sewer Account Payment Agreement for account 06-000903-00

I, John Mclean, agree to pay the 5/23/2025 utility account balance of $3,110.02 plus any subsequent charges, in full by May 25th, 2026, at 4pm. I understand that if I do not pay this account in full by May 25th, 2026, by 4pm, late fees may be charged, and services may be terminated.

I agree to pay the following charges each month by no later than the 25th of each month, beginning on 6/25/2025:

- $259.17 (which is calculated as 1/12 of the total $3,110.02 5/23/2025 account balance)
- All new charges each month beginning with the charges billed in early June 2025

The city agrees to waive late fees and disconnect fees as long as all payments between now and May 25th, 2026 are made on time, by the 25th of each month, in accordance with the above payment schedule details.

I have read the letter above and agree to the terms of this agreement.
(Sign on the line above your typed name immediately below to accept this agreement.)

John McLean
John Mclean, 265 Argyle Ct.

5/23/25
Date

Approved by:

H Day
Heather Day, Finance Director

5/23/25
Date

AGENDA ITEM

Agenda Item 11.1.

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Reed, Community Development Director

DATE: June 2, 2025

SUBJECT: Transmittal of the City of Mary Esther Comprehensive Plan update for State Coordinated Review and first reading of Ordinance 2025-04

BACKGROUND:
The City of Mary Esther, in collaboration with the Emerald Coast Regional Council (ECRC), has updated its Comprehensive Plan, a foundational document that guides the city's long-term growth, development, and policy decisions.

In accordance with Chapter 163.3184(4)(b), Florida Statutes, the City of Mary Esther is transmitting its comprehensive plan update for State Coordinated Review. This submission is identified as an Evaluation and Appraisal-based Comprehensive Plan Amendment.

This amendment constitutes a significant update to the City of Mary Esther's Comprehensive Plan to address statutory changes, integrate findings from the City's Evaluation and Appraisal process, update the planning horizon, add a Property Rights Element, and align the comprehensive plan with current local conditions and community vision. The amendment revises various plan elements, including Future Land Use, Transportation, Housing, Infrastructure, Coastal Management and Conservation, Recreation and Open Space, Intergovernmental Coordination, Capital Improvements, Public School Facilities, and the addition of a new Property Rights Element, consistent with Chapter 163.3177, Florida Statutes.

Two public workshops were held. The first Public Workshop took place on December 11, 2024; the second was April 7, 2024.

The Local Planning Agency was held on June 2, 2025, and made a recommendation to the City Council to transmit the Comprehensive Plan update for State Coordinated Review.

DISCUSSION:
The updates to the Comprehensive Plan include:

- **Revised Format:** Enhancements to the structure and layout of the document to improve accessibility and usability for city officials, stakeholders, and residents.
- **Goals, Objectives, and Policies:** Revisions to these core components across all elements of the plan, reflecting updated priorities and emerging trends in urban planning, sustainability, and community development.

- **Property Rights Element:** The addition of this new element ensures compliance with recent legislative mandates, affirming the city's commitment to protecting property rights and balancing them with community interests. These updates are intended to provide a modern framework for decision-making and planning, addressing current challenges and opportunities while laying the groundwork for a resilient, vibrant future for Mary Esther. Through this effort, the city aims to reflect the evolving needs of its residents and businesses while meeting state-mandated requirements for comprehensive planning.

FINANCIAL IMPACT:
There is no anticipated financial impact with the update of the Comprehensive Plan.

RECOMMENDATION:
Motion to approve the transmittal of the City of Mary Esther Comprehensive Plan update for State Coordinated Review, and first reading of Ordinance 2025-04.

ATTACHMENT(S):
1. Transmittal Materials
2. Ordinance 2025-04, Comprehensive Plan Update
3. Ordinance 2025-04, Comprehensive Plan Update, Attachment A
4. Business Impact Statement

[CITY LETTERHEAD]

[Date]
Florida Department of Commerce
Division of Community Development
107 East Madison Street
Caldwell Building, MSC-160
Tallahassee, FL 32399-4120

Subject: Transmittal of Comprehensive Plan Amendment – City of Mary Esther Comprehensive Plan Update (Evaluation and Appraisal Based Amendment)

Florida Department of Commerce:

In accordance with Chapter 163.3184(4)(b), Florida Statutes, the City of Mary Esther is transmitting its comprehensive plan update for State Coordinated Review. This submission is identified as an Evaluation and Appraisal-based Comprehensive Plan Amendment.

Amendment Name: City of Mary Esther Comprehensive Plan Update (EAR-Based Amendment)

Description: This amendment constitutes a significant update to the City of Mary Esther's Comprehensive Plan to address statutory changes, integrate findings from the City's Evaluation and Appraisal process, update the planning horizon, add a Property Rights Element, and align the comprehensive plan with current local conditions and community vision. The amendment revises various plan elements, including Future Land Use, Transportation, Housing, Infrastructure, Coastal Management and Conservation, Recreation and Open Space, Intergovernmental Coordination, Capital Improvements, Public School Facilities, and the addition of a new Property Rights Element, consistent with Chapter 163.3177, Florida Statutes.

Public Hearing Certification: The City certifies that all required public hearings have been properly advertised and conducted in compliance with Florida Statutes. The dates of the public hearings are as follows:

Land Planning Agency Public Hearing: June 2, 2025

City Council Transmittal Public Hearing: June 2, 2025

These hearings complied fully with notice and procedural requirements under Chapter 163.3184 and Chapter 166, Florida Statutes and the City of Mary Esther’s ordinances.

Primary Contact Information:
For any questions or further information, please contact:

Tyler Reed
Community Development Director
City of Mary Esther
195 Cristobal Road N
Mary Esther, FL 32569
Phone: 850-243-3566
Email: treed@cityofmaryesther.com

Thank you for your assistance and timely review of this comprehensive plan amendment. We look forward to receiving your comments.

Respectfully submitted,

Chris Stein
Mayor, City of Mary Esther

Enclosures:

- Proposed Ordinance
- Comprehensive Plan Amendment Text (legislative format)
- Map Element
- Supporting Data and Analysis
- Completed Amendment Submission Checklist

cc:
Emerald Coast Regional Council, Kandase Lee
Northwest Florida Water Management District, XXXXXX
Florida Department of Transportation (District 3 Office) , XXXXXX
Florida Department of Environmental Protection, XXXXXX
Florida Department of State (Division of Historical Resources) , XXXXXX
Okaloosa County, XXXXXX
Eglin Air Force Base, XXXXXX
Hurlburt Field, XXXXXX

ORDINANCE 2025 - 4

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA AMENDING THE COMPREHENSIVE PLAN IN ITS ENTIRETY, PURSUANT TO 163.3184 (3), FLORIDA STATUTES, PROVIDING FOR STATUTORY CHANGES, UPDATING THE PLANNING HORIZON, ALIGNING THE COMPREHENISVE PLAN UPDATE, WITH CURRENT LOCAL CONDITIONS AND COMMUNITY VISION, AND INTEGRATING FINDINGS FROM THE CITY'S EVALUATION AND APPRAISAL PROCESS TO INCLUDE AMENDMENTS TO THE FOLLOWING ELEMENTS: INTRODUCTION, DEFINITIONS, FUTURE LAND USE, FUTURE LAND USE MAP, TRANSPORTATION, HOUSING, INFRASTRUCTURE, COASTAL MANAGEMENT AND CONSERVATION, RECREATION AND OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS, AND PUBLIC SCHOOL FACILITES, WITH THE ADDITION OF A NEW PROPERTY RIGHTS ELEMENT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA:

SECTION 1 – AUTHORITY. The authority for enactment of this Ordinance is the City Charter, Section 163, Part II and Section 166.021, Florida Statutes and the adopted Comprehensive Plan.

SECTION 2 – PURPOSE. The purpose of the Ordinance is to amend the adopted Comprehensive Plan according to with Chapter 163.3184(4)(b),

1. Revises multiple plan elements, including: Future Land Use, Transportation, Housing, Infrastructure, Coastal Management and Conservation, Recreation and Open Space, Intergovernmental Coordination, Capital Improvements, Public School Facilities; and

2. Addresses statutory changes as required by Florida law.

3. Incorporates findings from the City's Evaluation and Appraisal process.

4. Updates the planning horizon to reflect future growth and development.

5. Adds a new Property Rights Element, in compliance with Chapter 163.3177, Florida Statutes.

6. Aligns the Comprehensive Plan with current local conditions and the community's vision.

SECTION 3 - FINDINGS OF FACT. The City Council of the City of Mary Esther, Florida, finds the following:

A. Ensures consistency with state planning requirements and best practices; and

B. The amendments will promote compact orderly development and discourage urban sprawl; and

C. A Public Hearing precedent to final adoption of this Ordinance has been duly noticed and conducted by the City Council; and

D. This Ordinance contains a set of amendments to the Comprehensive Plan which amendments are treated as a unit; and

E. The amendments adopted hereby are the minimum necessary to conform the Plan to changes in law, changes in the rules governing local government comprehensive plans and changed conditions.

SECTION 4 – ADOPTION OF COMPREHENSIVE PLAN AMENDMENTS.

The amendments shown and delineated in Attachment "A" to this Ordinance are hereby adopted and Attachment "A" is incorporated herein by reference.

SECTION 5 – SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 6 – EFFECTIVE DATE. The effective date of this Ordinance and the Plan Amendments contained herein shall be 31 days after the Florida Department of Commerce notifies the City that the plan amendment package is complete, if the amendments are not timely challenged. If timely challenged, this Ordinance and the Amendments shall become effective on the date the Florida Department of Commerce or the Administration Commission enters a final order determining the amendments to be in compliance.

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:

THE CITY OF MARY ESTHER COMPREHENSIVE PLAN INTRODUCTION AND IMPLEMENTATION

Purpose and Scope

The City of Mary Esther Comprehensive Plan provides the official framework for guiding growth, development, and resource conservation. This Plan balances economic vitality, environmental stewardship, and community needs, while meeting Florida's statutory requirements. Through its Goals, Objectives, and Policies (GOPs), the Plan ensures that Mary Esther:

- Manages infrastructure and growth efficiently;
- Protects and enhances public spaces and natural resources;
- Coordinates with local, regional, and state goals; and
- Promotes community participation and transparency.

Legal Authority and Framework

This Plan is adopted under Chapter 163, Part II, Florida Statutes, known as the Community Planning Act, and complies with relevant state requirements. It is implemented locally through the City's Land Development Code (LDC), concurrency management system, and other development regulations.

Historical Context

Mary Esther's first Comprehensive Plan was adopted in 1990, with subsequent revisions to address changing conditions and periodic Evaluation and Appraisal Reports (EARs). This 2025 updated incorporates recent legislative changes, updates key data, and integrates findings from the 2024 Vision Plan process.

Public Participation

The City of Mary Esther held public forums on December 11, 2024 and April 7, 2025 as part of the Comprehensive Plan update process. This forum provided an opportunity for residents, stakeholders, and community leaders to review and discuss preliminary findings and proposed policies. The forum was designed to ensure that the community's voice continues to shape the future of Mary Esther, building on the extensive public involvement that occurred during the development of the Mary Esther Community Vision Plan, issued in July 2024.

Administration and Oversight

The City Council, sitting as the Local Planning Agency (LPA), prepares and adopts the Comprehensive Plan, monitors its implementation, and ensures compliance with state law. The City Manager (or designee) oversees daily administration and coordinates concurrency management to confirm that necessary infrastructure and services are available.

Concurrency Management

Mary Esther's concurrency requirements align development approvals with the capacity of public facilities, including roads, potable water, sanitary sewer, solid waste, stormwater, and recreational facilities. Before permits are issued, each project must demonstrate that it meets or will not exceed adopted levels of service (LOS).

Organization of the Plan

I. Introduction & Implementation

II. Goals, Objectives, and Policies (GOPs)

A. Future Land Use Element
B. Transportation Element
C. Housing Element
D. Infrastructure Element
E. Coastal Management and Conservation Element
F. Recreation and Open Space Element
G. Intergovernmental Coordination Element
H. Capital Improvements Element
I. Public School Facilities Element
J. Property Rights Element

III. Data and Analysis (Supporting Documentation)

A. Future Land Use Element
B. Transportation Element
C. Housing Element
D. Infrastructure Element
E. Coastal Management and Conservation Element
F. Recreation and Open Space Element
G. Intergovernmental Coordination Element
H. Capital Improvements Element
I. Public School Facilities Element
J. Property Rights Element

IV. Map Element

Implementation

Implementation

To ensure the Comprehensive Plan remains effective and responsive, the City will conduct an annual goal-setting session in conjunction with its Capital Improvements planning. During this session:

1. **Staff Progress Report**
    - City staff will present accomplishments, challenges, and relevant data from the previous year, including concurrency status, capital project updates, and any legislative changes affecting the Plan.
2. **City Council Review and Prioritization**
    - The City Council will review staff findings, assess progress toward Plan objectives, and set priorities for the upcoming year. This may occur during a regularly scheduled Council meeting or a special session dedicated to long-range planning.
3. **Capital Improvements Coordination**
    - The annual goal-setting session will coincide with the City's update of the Capital Improvements Element. Proposed infrastructure projects must align with the Plan's Goals, Objectives, and Policies, as well as available funding sources and concurrency requirements.
4. **Public Engagement**
    - Notice will be provided to residents and stakeholders. The public will have opportunities to comment on proposed priorities or highlight emerging issues. Any additional outreach methods—such as open houses or surveys—shall be selected based on community needs and available resources.
5. **Plan Amendment Consideration**
    - If Council identifies areas needing formal updates—whether to reflect new data, address emerging development trends, or incorporate legislative changes—staff will initiate amendments according to state procedures.

Through this structured, annual review and goal-setting process, the City of Mary Esther will maintain a dynamic, responsive Comprehensive Plan that consistently reflects community values and state policy directives.

DEFINITONS

The definitions found in Chapter 163, Part II, F.8. are hereby adopted by reference.

RULES OF CONSTRUCTION: In the interpretation and construction of this Plan, the following definitions and rules of construction shall be observed, unless they are inconsistent with the manifest intent of the City Council or the context clearly requires otherwise.

Unless the context clearly indicates otherwise, singular words include the plural, person or man includes both genders and words not otherwise defined shall have those meanings commonly and customarily ascribed to them and as can be found in any standard dictionary reference books.

Gender: Words or phrases in the masculine gender include the feminine and vice-versa.

Singular/Plural: Words in the singular include the plural and vice-versa.

Shall/May: The word "shall" is mandatory and the word "may" is permissive.

Written or in writing: "Written'' or "in writing" includes any representation of words, letters, or figures in the English language, whether by printing or otherwise and may include representations using electronic media.

Year: Year means 12 consecutive months or a 12-month calendar year.

Day: Day means a 24-hour calendar day.

Boundaries: Where uncertainty arises or exists as to the boundary lines for zoning districts, land use categories, or other geographically described area within this Plan, the following criteria apply:

Boundaries indicated as approximately following the centerlines or rights-of-way of streets, highways or alleys shall be construed to follow such centerline or right-of-way.

Boundaries indicated as approximately following platted lot or parcel lines shall be construed as following such lines.

Boundaries indicated as approximately following City limit line shall be construed as following such lines.

Boundaries indicated as following shorelines of water bodies will follow mean high water or ordinary high-water lines, as applicable.

Definitions Adopted by Reference: The definitions found in Chapter 163, Part II, Florida Statutes, are hereby adopted and incorporated herein by reference. Should there be a conflict with any definition included herein in the Statute, the definition in the Statute

prevails. In addition, words not otherwise defined shall have those meanings commonly and customarily ascribed to them and as can be found in any standard dictionary books.

DEFINITIONS: The following words or phrases shall have the meaning herein described:

Abut means to physically touch or border upon, or to share a common property line.

Accessory use means a use of land or structure or portion thereof customarily incidental and subordinate to the principal use of the land or structure and located on the same lot or parcel.

Adjacent to a protected environmentally sensitive area means any location within 50 feet of the boundary of any protected environmentally sensitive area, whether the location is on or off the development site.

Adult congregate living facility shall be as defined in Florida Statutes (F.S. 429.0l - 429.54.).

Adversely affected person means any person who is suffering or will suffer an adverse effect to an interest protected or furthered by the City's Comprehensive Plan, including but not limited to interests related to health and safety; police and fire services; densities or intensities of development; transportation facilities; recreation facilities, equipment or services; and environmental or natural resources. The alleged adverse effect may be shared in common with other citizens of the City, but must exceed in degree the general interest for community good that is shared by all citizens of Mary Esther.

Affordable housing means housing for which monthly rents or mortgage payments, including taxes, insurance, and utilities, do not exceed 30 percent of the median adjusted gross annual income for families or individuals in the City, which adjusted annual median income is periodically established by the State and/or Federal government.

Appurtenant structure means a structure which is on the same parcel or lot as the principal structure and where the use of said structure is incidental to the use of the principal structure.

Area of shallow flooding means a designated AO, AH, or VO zone on the flood insurance rate map, with base fold depths from one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident.

Area of special flood hazard include all areas designated on a flood hazard boundary map as zone A or a flood insurance rate map as zones A, AO, AH, Al-30, AE, A99, VO, or Vl-30, VE or V. The relevant flood hazard boundary map and flood insurance rate maps, and any revisions thereto, are adopted by reference and declared to be a part of this Plan.

Arterial road means a roadway providing service which is relatively continuous and of relatively high traffic volume, long trip length, and high operating speed. In addition, every United States numbered highway is an arterial road.

Associated wetlands means any wetland that is adjacent or contiguous to waters of Santa Rosa Sound and which has a direct hydrologic connection to such waters and is regulated by the Army Corps of Engineers or the Florida Department of Environmental Protection.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Basement means that portion of a building having its floor below ground level on all sides.

Bicycle and pedestrian ways means any road, path or way which is open to bicycle travel and travel afoot (labor intensive transportation) and from which motor vehicles are excluded.

Building means a structure created to shelter any form of human activity and includes house, garage, shed, parking lot, store, business, warehouse, among others.

Clearing means the removal of trees and brush from land, not including mowing of grass or routine landscape maintenance.

Coastal high-hazard area means the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model

Collector road means a roadway providing service which is of relatively moderate traffic volume, moderate trip length and moderate speed. Collector roads collect and distribute traffic between local roads or arterial roads.

Concurrency means a condition where specified facilities and services have or will have the necessary capacity to maintain the adopted level of service standard at the time of impact of a development project.

Density and gross density mean the total number of dwelling units divided by the total site area, less public right-of-way.

Detention means the collection and storage of surface water for subsequent gradual discharge.

Developer means any person, including a governmental agency, undertaking any development.

Development is as defined in Section 163.3221 (4),(a), (b) and (c), Florida Statutes.

Development controls means standards in this Plan and/or the Land Development Code which control the development or use of land and which are in addition to the densities, intensities, and uses assigned to land by the Future Land Use Map or Zoning District Map.

Drainage detention structure means a structure which collects and temporarily stores storm water for the purpose of treatment through physical, chemical, or biological processes with subsequent gradual release of the storm water.

District means a geographically definable area possessing a significant concentration, linkage, or continuity of sites, buildings, objects or areas which are united historically by plan or physical development.

Dwelling unit means a single housing unit providing complete, independent living facilities for one housekeeping unit, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Flood and flooding mean a temporary, partial or complete inundation of normally dry land from the overflow of inland or tidal waters, or from the unusual and rapid accumulation of runoff or surface waters from any source.

Flood hazard boundary map (FHNM) means the map issued by the Federal Emergency Management Agency showing flood prone areas. Draw from the United States Geological Survey maps, it does not provide flood elevations.

Flood insurance rate map (FIRM) means the official map issued by the Federal Emergency Management Agency showing both the area of special flood hazard and the risk premium zones within the City.

Floodplain means land which will be inundated by floods known to have occurred or reasonably characteristic of what can be expected to occur from the overflow of inland or tidal waters and the accumulation of runoff of surface waters from rainfall.

Floodway means the channel of a natural stream or river and portions of the floodplain adjoining the channel which are reasonably required to carry and discharge the floodwater of flood flow.

Floor area ratio (FAR) is a means of determining intensity y of land use. FAR is calculated by multiplying the area of a parcel or lot by the applicable FAR established in this Plan. The result is the maximum allowable square footage of a building or buildings on a site or parcel. For the purposes of calculating the FAR, the area includes all land within the parcel or site, including easements, which easements may restrict the location of permanent buildings or structures. NOTE: The FAR establishes the maximum potential intensity which may be allowed on any particular site, however all other limits, regulations or restrictions (setbacks, parking, open space, etc.) apply to all development and may result in the maximum intensity potential being unattainable.

Gross floor area means the sum of the gross horizontal areas of the several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, but not including interior parking spaces, loading space for motor vehicles, or any space where the floor-to-ceiling height is less than six feet.

Highest adjacent grade means the highest natural elevation of the ground surface adjacent to a wall or surface.

Hotel means a commercial establishment providing lodging and, usually, meals and other services for the public, especially for travelers.

Impervious surface means a surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It includes, but is not limited to, semi-impervious surfaces such as compacted clay, as well as conventionally surfaced streets, roofs, sidewalks, parking lots and other similar structures.

Improvement means any manmade, immovable item which becomes part of, is placed upon or is affixed to real estate.

Local road means a roadway providing service which is of relatively low volume, short average trip length or minimal through traffic movements, and high-volume land access for abutting property.

Lot means a designated parcel, tract or area of land established by subdivision or as otherwise allowed by law.

Lowest floor means the lowest enclosed floor of a structure, including a basement, but not including the floor of an area enclosed only with insect screening or wood lattice as permitted by the flood damage prevention regulations.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis, designed to be used with or without a permanent foundation and connected to the required utilities. The term also includes park trailers, travel trailers and similar transportable structures placed in use (other than for sale) on a site for 180 consecutive days or longer.

Manufactured housing has the following features or characteristics: Produced or mass produced in a factory; designed and constructed for transportation to a site for installation and use when connected to required utilities: and either an independent, individual building or a module for combination with other elements to form a building on the site.

Mean sea level means the average height of the sea for all stages of tide. For purposes of this Plan, the term is synonymous with National Geodetic Vertical Datum (NGVD).

Motel means a hotel intended primarily for those traveling by car, usually with easy access to each room and convenient access from each room to an area for cars.

Multifamily dwelling means any residential structure containing two or more separate dwelling units.

Natural systems mean systems which predominantly consist of or are used by those communities or plants, animals, bacteria and other flora and fauna which occur indigenously on the land, in the soil or in the water.

Occupant, applied to a building or land, means any person who holds a written or oral lease of or actually occupies the whole or part of such building or land, either alone or with others.

Ordinary maintenance means work that does not require a construction permit and that is done to repair damage or to prevent deterioration or decay of a building or structure or part thereof as nearly as practicable to its condition prior to the damage, deterioration or decay.

Owner means a person who, or entity which, alone, jointly or severally with others, or in a representative capacity (including without limitation, an authorized agent, attorney, executor, personal representative or trustee) has legal or equitable title to any property in question, or a tenant, if the tenant is chargeable under his lease for the maintenance of the property.

Parcel means a unit of land within legally established property lines.

Planning and zoning board, local planning agency and **board of adjustment** mean the City Council or such agency or body as the Council may designate to act in its stead.

Protected environmentally sensitive area means an area designated for protection in the Coastal Management and Conservation Element of this Plan.

Protected wellhead means a wellhead with a permitted capacity of 100,000 gallons per day or more.

Public grounds means the parks and all public land owned or leased by the City, County (including the School Board), State or Federal governments and those parts of public places which do not form traveled parts of streets as defined.

Rate means volume per unit of time.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be unobstructed in order to discharge the base flood without increasing the water surface elevation of that flood more than one foot at any point.

Retention means the collection and storage of runoff without subsequent discharge to surface waters.

Runoff coefficient means the ratio of the amount of rain which runs off a surface to that

which falls on it, a factor from which runoff can be calculated.

Sediment means the mineral or organic particulate material that is in suspension or has settled in surface water of groundwater.

Significant adverse effect means any modification, alteration or effect upon a protected environmentally sensitive area which measurably reduces the area's beneficial functions as delineated in the Coastal Management & Conservation Element of this Plan.

Single-family dwelling means a structure containing one dwelling unit, and not attached to any other dwelling unit by any means. A single-family unit may contain an accessory apartment.

Site means any tract, lot or parcel of land or combination of tracts, lots or parcels of land that are in one ownership, or in diverse ownership but contiguous and under unified control, and which are to be developed as a single unit, subdivision or project.

Storm water means the flow of water which results from, and that occurs immediately following a rainfall.

Storm water management system means the system, or combination of systems, designed to treat storm water, or collect, convey. channel, hold, inhibit or divert the movement of storm water on, through or from a site.

Storm water runoff means that portion of the storm water-that flows from the land surface of a site either naturally, in manmade ditches, or in a closed conduit system.

Street includes avenues, boulevards, highways, roads, alleys, lanes, viaducts, bridges, and the approaches thereto, and all other public thoroughfares in the City, and shall mean the entire width thereof between abutting property lines.

Structure means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. Among other things, structures include buildings, mobile homes, billboards and signs.

Surface water means water above the surface of the ground, whether or not flowing through definite channels. The term includes any natural or artificial ponds, and it includes streams, channels, ditches and similar features in which water flows in a definite direction and which has a definite channel bed or banks.

Vehicle use area means an area used for circulation, parking or display of motor vehicles. except junkyards.

Water's edge shall be determined by the location of the ordinary (average annual) high water line or high tide line.

Wellhead protection area means a diameter of 200 feet around a potable water well site where no other land use is permitted.

Wetland means land that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and under normal circumstances does or would support, a prevalence of vegetation, typically adapted for life in saturated soil conditions. For the purposes of this Plan, wetlands shall be those areas so designated and regulated by either the Army Corps of Engineers of the Florida Department of Environmental Protection or both.

Wetland's edge means the landward boundary of hydric soils or wetland vegetation, based on the wetland vegetation index and as determined by a regulatory agency or competent survey.

ELEMENT A - FUTURE LAND USE GOALS, OBJECTIVES, AND POLICIES

Pursuant to Section 163.3177(6)(a), F.S., the following represents the Future Land Use Goals, Objectives, and Policies of the City of Mary Esther. In addition to statutory requirements, the Goals, Objectives, and Policies were developed in keeping with the character, conditions, both environmental and social, and desires of the community. Goals, Objectives, and Policies are intended to address the establishment of a long-term end towards which the land use programs and activities of the community are ultimately directed.

The included Future Land Use Map Series is, by reference, made a part of this Ordinance including all future amendments, revisions, and updates. The Future Land Use Map Series may be amended by following the requirements in Florida Statutes Section 163.3184.

GOAL A1

Manage and regulate land uses, locations, and densities to ensure the promotion, protection, and improvement of public, health safety, and welfare of the residents of the City of Mary Esther.

Objective A1-1 - Coordinate future growth and development with the appropriate topography, soil conditions, and availability of facilities and services to protect the public health, safety, and welfare through the adoption, implementation, and enforcement of land development regulations.

Policy A1-1a - The City's Land Development Regulations shall be maintained in the City's adopted Land Development Code (LDC).

Policy A1-1b - The LDC shall contain specific and detailed provisions to implement this Ordinance including, as a minimum, the following:

a. Regulation of the subdivision of land (reference Article 2, Section 13 – Land Development Code);

b. Regulation of the use of land by zoning districts which implement the land use categories shown on the Future Land Use Map (reference Chapter 21 - City Code);

c. Ensure compatibility of adjacent land uses (reference Chapter 21 - City Code);

d. Provide for open space (reference Element F of this Ordinance);

e. Protect potable water wellfields and sources (reference Policy E2-2a);

f. Regulation of areas subject to seasonal or periodic flooding (reference Policy A1-5c);

g. Continue to provide for drainage and storm water management (reference Objectives D3-1 and D3-2);

h. Protect the environmentally sensitive lands designated within this Ordinance (reference Policy E2-3c);

i. Continue the regulation of signage (reference Article 16 of the City's LDC); and

j. Ensure adequate, safe, and convenient on-site traffic flow and parking (reference Policy B1-1b).

Policy A1-1c - The LDC, adopted pursuant to Policy A1-1a, shall include regulations that implement the following future land use categories, consistent with the Future Land Use Map (FLUM). These categories establish the maximum densities and intensities of development permissible within the City and provide standards for compatibility with adjacent uses.

Low Density Residential

Description: This category accommodates predominantly single-family detached residential uses on individual lots. Typical uses include homes with accessory structures (e.g., garages), limited home-based occupations subject to the LDC, and neighborhood-scale amenities including churches and daycares.

Density: Up to five-point-five-one (5.51) dwelling units per gross acre.

Historic Duplex Cottage District

Description: This category reflects the historic use of these properties as predominantly historic single-family detached, cottage, or duplex residential uses. It is the intention of the City to preserve these uses and allow for the reconstruction of similar dwellings. The LDC will include appropriate setbacks and design standards. Limited home-based occupations subject to the LDC may be appropriate.

Density: Up to ten (10.0) dwelling units per gross acre. Density may not exceed the existing number of dwellings per lot as of adoption of this ordinance (2025) by more than two (2) additional dwellings.

Medium Density Residential

Description: This category accommodates a range of residential uses

including single-family attached or detached units, duplexes, and small-scale multi-family developments. Typical features may include townhouses, low-rise apartments, and comparable housing types. Height limits and site design standards shall be set in the LDC.

Density: Up to ten (10) dwelling units per gross acre.

High Density Residential

Description: This category allows more intensive residential development, including multi-family complexes and taller residential structures, subject to compatibility standards in the LDC. Typical features include multi-story buildings with shared amenities, such as parking structures and communal recreational areas.

Density: Up to twenty (20) dwelling units per gross acre, unless otherwise specified for certain sites or projects.

Commercial

Description: This category accommodates retail, office, service, and other business activities to serve residents and visitors. Typical features include shopping centers, offices, restaurants, and other commercial uses. Compatibility measures in the LDC shall address buffering, traffic impacts, and transitions to nearby residential areas.

Intensity: Governed by a maximum Floor Area Ratio (FAR) of one-point-nine-two (1.92), unless stricter requirements apply.

Mixed Use

Description: This category allows a combination of residential and commercial uses within the same structure or on the same site.

Density: Up to twenty (20) dwelling units per gross acre for the residential component.

Intensity: Commercial uses governed by a maximum FAR of one-point-nine-two (1.92).

Standards: A typical mixed-use project may involve multiple buildings or a single structure with commercial uses on lower floors and residential uses on upper floors. Where properties abut lower-density neighborhoods, compatibility must be demonstrated through setbacks, buffers, building orientation, and similar methods. The LDC shall establish specific design criteria to ensure orderly transitions from lower to higher densities.

For multiple uses within one or more buildings, the required distribution of uses shall be approximately sixty-five percent (65%) residential and thirty-five percent (35%) commercial, based on the gross square feet of the proposed building(s). For multiple uses on the same property but contained in single use buildings (all residential or all commercial in separate structures), the percentage distribution shall be based on the gross acreage of the subject property.

Development of any property in this category shall be as a Planned Unit Developments (PUD) and the Planned Mixed Development District (PMDD), which are development types and zoning districts. The rezoning phase of the approval process shall be considered simultaneously with a Comprehensive Plan amendment to place the property in this mixed-use category. Property owners considering use of this category should review and be familiar with the provisions of Section 7.15.06 (Planned Unit Development District) and Section 7.15.07 (Planned Mixed Development District) of the City's Land Development Code.

Conservation

Description: This category preserves and protects environmentally sensitive lands such as wetlands, floodplains, and other natural habitats. Very limited development is permitted, typically restricted to passive recreation, habitat conservation, and essential infrastructure that cannot be located elsewhere. All development or alterations must comply with federal, state, and local environmental regulations, including provisions for wetland protection and flood damage prevention.

Public Lands

Description: This category includes lands owned, leased, or operated by governmental entities (local, state, or federal). Permitted uses include public buildings, administrative offices, schools, libraries, emergency services, and related public facilities.

Recreation

Description: This category supports public and private recreational facilities. Development within this category shall emphasize open space, public access, and environmental protection where necessary. Permitted uses include parks, playgrounds, sports fields, greenways, and other recreational spaces.

Policy A1-1d - The City shall establish the following two Special Overlay Districts to address unique redevelopment and preservation needs in targeted areas. The Future Land Use Map shows the areas, and the LDC shall include regulations for the following

two overlays:

Town Center Overlay

Purpose: Guide the redevelopment of large commercial properties, such as the Santa Rosa Mall site, into a mixed-use town center with a coordinated mix of commercial, residential, office, and civic uses.

Density and Intensity: May allow higher residential densities and Floor Area Ratios (FARs) than base zoning, as specified in the LDC, with the development of an appropriate master plan which responds to community goals. These goals include pedestrian-friendly infrastructure, gathering spaces for public use, landscaping, and buffering where the district abuts lower-intensity uses.

Soundside Overlay

Purpose: Provide flexible renovation and redevelopment options for a historic residential neighborhood with a high concentration of nonconforming lots and structures. It is the intention of the City that the historic mature tree canopy located within the Soundside overlay be afforded additional protections.

Flexibility Provisions: The LDC will be modified to provide specific solutions which may include general relaxation of dimensional requirements, accessory structure siting, and fencing regulations, an administrative process to grant relief of up to fifty percent (50%) of dimensional requirements, and the creation of a Special Use permit process for modifications greater than fifty percent (50%), while continuing to rely on variances only when appropriate.

Administrative approvals will be used for only minor renovations or expansions that maintain both life-safety standards and neighborhood character. Special Use permits will be used for substantial changes that satisfy compatibility requirements.

Policy A1-1e - The LDC will include standards for buffering of incompatible uses and provision of open space and recreation.

Objective A1-2 - The City of Mary Esther shall enforce its Concurrency Management System within the LDC to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.

Policy A1-2a - Prior to the issuance of a development permit (order), the system shall ensure that the adopted level of service standards in this Ordinance for potable water, sanitary sewer, solid waste, drainage, and recreation will be maintained. The Mary Esther City Administration together with the City Council shall be responsible for ensuring

compliance with the Concurrency Management System and shall report on such compliance to the City Council on an annual basis concurrent with the annual Comprehensive Plan review and goal setting process described in this Ordinance. The City Manager, or his or her designee, will be responsible for the four (4) primary tasks which are described below. The four tasks are:

1) Maintaining an inventory of existing public facilities and capacities or deficiencies;

2) Determining concurrency of proposed development which does not require City Council approval;

3) Providing advisory concurrency assessments and recommending conditions of approval to the City Council for those applications for development orders which require City Council approval; and

4) Reporting the status of all public facilities covered under this system to the City Council and recommending a schedule of improvements for those public facilities found to have existing deficiencies.

Policy A1-2b - The City administration will collect and make available to the public information on various facilities. The information shall be updated on an annual basis. The information will contain data such as: design capacity of wastewater and potable water facilities and the identification of any deficiencies within such systems; the existing and adopted levels of service standards for water and sewer systems; any programmed improvements to the facilities either by the City or the private sector; the design capacity for solid waste facilities including transfer stations and landfills; existing and proposed level of service standards for stormwater management systems; and existing and proposed provisions of recreation and open space facilities by the City or the private sector. It should be noted that this is not an all inclusive list of guidelines for use in the concurrency management system; rather it is indicative of the types of information to be contained within the LDC and the method and manner of administering the LDC.

Policy A1-2c - The City will coordinate establishing level of service (LOS) standards for the above-named facilities with State, regional, or local entities having operational and maintenance responsibility for such facilities.

Policy A1-2d - No development activity may be approved unless it is found that the development is consistent with the Comprehensive Plan and that the provision of the public facilities enumerated in Policy A1-2b above will be available at prescribed levels of service concurrent with the impact of the development on those facilities.

Policy A1-2e - As a minimum, the concurrency management system will ensure that at least one (1) of the following standards will be met prior to issuance of a development order:

1) The necessary facilities and services are in place at the time a development permit is issued; or

2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of development occur; or

3) The necessary facilities are under construction at the time a permit is issued; or

4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of the services at the time that the development permit is issued. NOTE: This provision only relates to parks and recreation facilities. The LDC will include a requirement that the provision or construction of a facility or service must commence within three (3) years of the issuance of the development order or permit and that required parks and recreation facilities needed to serve new development are in place or under actual construction within one (1) year of issuance of a development order or permit; or

5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220 F.S. or an agreement or development order issued pursuant to Chapter 380 F.S. Any such agreement shall include provisions pursuant to paragraphs 1, 2 or 3 above.

Policy A1-2f – The provisions of Policy A1-2e above, notwithstanding the prescribed levels of service for any system or systems, may be degraded during construction of new facilities if, upon completion of the new facilities, the prescribed LOS will be met and maintained.

Policy A1-2g - The construction of any development project may be phased or staged so as to coincide with the phased or staged construction of infrastructure facilities so that the levels of service for such facilities are maintained upon completion of each phase or stage of the development project.

Policy A1-2h - The Land Development Code (LDC) shall designate the appropriate City official(s) having responsibility for determining that levels of service are met and will be maintained prior to issuance of a development permit. The City may place the burden of demonstrating compliance upon the developer or applicant. In order to be approved, applications for development shall provide sufficient information showing compliance with LOS standards.

Policy A1-2i – LDC shall include quantitative methods for determining levels of service that exist and which may be impacted by any particular development application. In addition, the LDC will fully describe the process necessary for a finding of compliance with levels of service.

Policy A1-2j – The LDC shall include standardized quantitative data which is to be used in determining the impact of any proposed development upon the public facilities and services within the City (roads, drainage, potable water, sanitary sewer, solid waste, and recreation and open space). Applications for development approval shall include the projected impact upon public facilities and services upon occupancy or use of the proposed development. Any deviation from the standardized criteria within the LDC must have the prior approval of the City Council before such data may be used for determining or projecting impacts of the proposed development.

Objective A1-3 - The City shall continually encourage and support the redevelopment and renewal of blighted or under-utilized areas.

Policy A1-3a - The City shall direct its Community Development Block Grant efforts to those areas within the City demonstrating greatest need. Greatest need shall be defined as those areas meeting the program requirements identified by the U.S. Department of Housing and Urban Development.

Policy A1-3b - The LDC shall contain requirements for new development to utilize existing water, sewer, and solid waste collection systems in order to discourage urban sprawl and encourage commercial re-development.

Policy A1-3c - New development will be located in conformance with the categories shown on the Future Land Use Map and with the following standard:

a. New commercial development shall locate on arterial roadways and along Hollywood Boulevard, West.

Objective A1-4 - The City shall encourage and provide for the elimination or reduction of uses inconsistent with the community's character and future land uses. Regulations necessary to implement the policy standards shall be included within the LDC.

Policy A1-4a - The LDC shall contain provisions to eliminate expansion of non-conforming land uses which are inconsistent with the Future Land Use Map or the City's Zoning Ordinance.

Policy A1-4b - The LDC shall contain provisions which ensure that all future development is consistent with accepted planning practices and principles as well as natural area limitations. The provisions (regulations) will address items such as conservation of resources, efficiency of use and development, aesthetic appeal, and short- and long-term impacts of proposed development plans.

Policy A1-4c - Expansion or replacement of land uses which are inconsistent or incompatible with the Future Land Use Map shall be prohibited (also, see Policies A1-1c, A1-1d, and A1-3c).

Policy A1-4d - The City shall continue enforcement of the limitations placed on non-conforming uses of buildings, non-conforming uses of land, changes in use classifications in districts, and restoration and occupancy of damaged buildings as delineated in Chapter 21 of the City Code as a means to eliminate expansion of non-conforming land uses which are inconsistent with the Future Land Use Map.

Objective A1-5 - The City shall continually ensure the protection of natural and historic resources.

Policy A1-5a - The LDC shall contain provisions that promote the natural functions of identified wetlands, and wetlands enhancement projects will be encouraged or required where appropriate. Note: Appropriate is defined as any time a proposed development impacts and degrades an identified functioning wetland. Development or redevelopment activities which impact the identified functioning wetland within the City will not be approved unless the project plans provide for the continuation of the natural functions of the wetland and/or enhancement of the wetland's characteristics. Approval by the Florida Department of Environmental Protection will be required.

Policy A1-5b - The LDC shall include regulations that control the extraction of natural resources, and such extraction shall be permitted only when in conjunction with construction projects. Such extractions shall be conducted so as to retain the resource upon completion of the construction. Note: The extent of resource retention will be defined within the approved development orders or development permits issued to any particular project or site.

Policy A1-5c - The City shall adopt or maintain a flood ordinance that meets or exceeds the minimum requirements promulgated by FEMA for participation in the National Flood Insurance Program.

Policy A1-5d - The LDC shall include provisions which will require identification and preservation of significant archeological and/or historic sites or structures within the City. Significant is defined as any site listed on the Florida Master Site File as developed and maintained by the Office of the Secretary of State.

Policy A1-5e - The LDC shall contain regulations which must be followed any time a proposed development may impact a historic site within the City. Protection of these sites will be accommodated through regulations contained within the LDC. The regulations will be developed in cooperation with the Office of the Secretary of State, Division of Historical Resources. The regulations will include requirements which provide for the cessation of land disturbing activities any time artifacts with potential historical significance are revealed during construction activities on any site with potential historical significance. The purpose of the cessation is to allow time to determine the significance of any artifact or historical evidence found on the site. The cessation may be lifted upon such determination. Normally, determination will be made by those approved to make

such determination by the Office of the Secretary of State, Division of Historical Resources.

Objective A1-6 - Coordinate coastal area population densities with the Okaloosa County Hurricane Evacuation Plan (reference Element E of this Ordinance).

Policy A1-6a - Population density shall be limited to those limitations reflected on the Future Land Use Map and as described in Policy A1-1c.

Policy A1-6b - The City shall promote, to the extent possible, improvements to the critical roadway segments delineated in the Okaloosa County Hurricane Evacuation Plan.

Objective A1-7 - The City shall discourage the proliferation of urban sprawl by encouraging redevelopment consistent with the Future Land Use Map upon adoption of this Ordinance.

Policy A1-7a - The City shall prioritize its Capital Improvements funding in a manner that generally assigns first priority to the renewal and replacement of obsolete or worn-out facilities in order to provide infrastructure capacity necessary for private sector development or redevelopment activities (reference Policy H1-1c of this Ordinance).

Policy A1-7b - The City shall encourage the rehabilitation and reuse of governmental facilities, structures, and buildings as the preferred alternative to new construction (reference Policy H1-1d of this Ordinance).

Policy A1-7c - The City shall use its fiscal resources to encourage "infill" development.

Policy A1-7d - Public facilities and services shall be located to minimize their costs, minimize their impacts on the natural environment, and maximize their efficiency. Impacts on the natural environment and efficiency of proposed public facilities shall be considered and delineated by the City (or its professional consultants, i.e., engineers) during the design phase of any public facility. Cost for such facilities shall be estimated by the City (or its consultants) and finally determined pursuant to the City's bid process for the acquisition or construction of public facilities or services. Impacts on the natural environment, efficiency of public facilities, and cost considerations shall be determined in advance of project construction for those projects conducted by the City using its own forces or the forces of others (reference Policies B1-1f, B1-1g, B1-5a, D1-2a, D1-2b, D2-1b, D2-1c, D3-2a, D3-2b, E1-1c, E1-1e.).

Objective A1-8 - The City shall ensure the availability of suitable land for utility facilities necessary to support proposed development through provisions within the LDC or acquisition of land by the City (reference Policies A1-1a and B1-5a).

Policy A1-8a - The City shall include land acquisition within its Capital Improvements

Element (reference Element H) and within its Capital Improvements Program when necessary to provide for public lands for utility facilities.

Policy A1-8b - The City shall continue to require dedication of adequate rights-of-way pursuant to Chapter 21 of the City Code for use as roadways and by utilities for extensions or improvements.

Objective A1-9 - The LDC shall allow and encourage the use of innovative land development techniques including, but not limited to, provisions for planned unit developments and cluster housing (reference Policy A1-1a of this Ordinance and Chapter 21 of the City Code).

Policy A1-9a - The City shall continue to promote and encourage the use of the planned unit development technique enacted within Chapter 21 of the City Code.

Policy A1-9b - The LDC shall include provisions which, at a minimum, contain:

a. Density, lot coverage requirements, and height variations through the provision of two or more zoning districts designed to implement the commercial and planned unit development categories;

b. Sight and sound buffers between residential uses and more intensive uses;

c. Planned unit developments and planned mixed developments shall be encouraged to include local or neighborhood convenience facilities within such developments; and

d. The LDC will contain provisions pursuant to Policy B1-1b.

Planned Unit Developments (PUD) and the Planned Mixed Development District (PMDD) are both development types and zoning districts.

Policy A1-9c - The City shall identify and pursue the most effective public-finance mechanisms to catalyze private reinvestment, public-realm upgrades, and infrastructure improvements in the Town Center Overlay and other priority redevelopment areas designated by the City. These may include but are not limited to Community Revitalization Areas or other techniques enabled by Florida Statutes.

Objective A1-10 - Provide for and locate schools in a coordinated manner ensuring that the planning and construction of educational facilities are coordinated in time and location concurrent with need, necessary services and infrastructure, and to ensure consistency with this comprehensive plan. Note: No new schools are anticipated to be located within the City of Mary Esther during the planning period (through 2045). There are no available vacant lands with sufficient acreage to accommodate a new school within the City. However, should conditions change and developed property becomes available to the school district, the

following policies and provisions will apply.

Policy A1-10a - Public, Charter, and private schools are permitted in all land use categories shown on the adopted Future Land Use Map, except the Conservation category, consistent with the following criteria:

a. The proposed school location shall be compatible with existing and projected uses of adjacent property;

b. The location, arrangement, and lighting of play fields and playgrounds shall be such that adverse impacts to adjacent residential properties are minimized;

c. Public facilities and services are, or will be, available with sufficient capacity to maintain the adopted level of service (LOS) for each facility or service upon completion of construction of the school;

d. The proposed school location contains no significant environmental constraints that would preclude development of an educational facility (or facilities) thereon;

e. There will be no adverse impacts to archaeological or historical sites or structures listed on the State of Florida Historic Master Site File or to any sites designated by the City Council as having locally significant historic or archaeologic value;

f. The proposed location contains soils and topographic features that are suitable for development or are adaptable for development and outdoor educational purposes;

g. The proposed location is of sufficient size to accommodate required parking and internal circulation;

h. Where feasible, the proposed site is so located to allow for co-location with parks, libraries, and community centers;

i. The proposed location is not within the area regulated by Section 333.03(3), Florida Statutes, regarding the construction of educational facilities under approach and departure paths of aircraft using airports, including Hurlburt Field; and

j. New middle schools and high schools shall be located on, or be directly accessible from, a collector or arterial roadway.

Policy A1-10b - Pursuant to the provisions of Objectives G1-1 and G1-2 and Policies G1-1a, G1-1b, and G1-2c, the City shall continue to coordinate activities with the Okaloosa County School Board and such coordination shall include the procedures and notification/response requirements, as well as all other relevant provisions related to planning and coordination, contained in Chapter 163, Part II and Chapter 235, Florida

Statutes.

Objective A1-11 - Ensure the continual compatibility of development and redevelopment activities with the military missions associated with Eglin Air Force Base (AFB) and Hurlburt Field.

Policy A1-11a - Within established Military Influence Planning Areas (MIPA), all artificial lighting equipment (fixtures) shall be shielded with positive optical control so that all light emitted is projected below a horizontal plane extending from the bottom of the fixture. No building permit will be issued within the established MIPAs unless this requirement is met.

Policy A1-11b - Buildings and towers shall not penetrate the approach, transition, horizontal, or conical surfaces associated with Eglin AFB in a manner which would obstruct aircraft operations, navigation, or line-of-sight communications. Applications for any structure potentially inconsistent with this policy must be accompanied by a statement from the Commander of Eglin AFB, or his or her representative, that the proposed structure would not interfere with the Air Force mission.

Policy A1-11c - The City will not issue any building permits that include applications for communications equipment operating within the 5.4-to 5.9-GHz bandwidth so as to avoid military radio frequency interference unless prior approval is received from the military. Any application for such equipment or frequency shall be provided to the designated military representative on the Local Planning Agency (LPA) for consideration and a determination as to whether mitigation or other actions may be sufficient to allow the issuance of a permit. Also, the City will make available to the public educational material on radio frequency interference provided by the Air Force.

Policy A1-11d - Consistent with the introduction of this Plan and Policy G1-2c, the City will provide the military representative on the LPA all information related to Plan amendments, rezonings, changes to the land development regulations, and/or potential development orders just as is provided all other members of the LPA. Any comments or objections of the Air Force shall be carefully considered by the City prior to taking final action on any such matter. In the case of Plan amendments, such comments or objections also shall be provided to the State Land Planning Agency and shall be considered by the City just as the comments or objections from other reviewing agencies are considered.

ELEMENT B – TRAFFIC CIRCULATION ELEMENT GOALS, OBJECTIVES, AND POLICIES

Pursuant to Section 163.3177 (6)(b), F.S., the following represents the Transportation Goals, Objectives, and Policies of the City of Mary Esther. In addition to statutory requirements, the Goals, Objectives, and Policies were developed in keeping with the character and desires of the community to create an efficient traffic circulation pattern and plan for all modes of transportation.

GOAL B1:

Provide a safe, cost effective and functional roadway and transportation system for all residents and visitors to the City of Mary Esther.

Objective B1-1 - Continually provide for safe, convenient, efficient, and cost-effective motorized and non-motorized traffic circulation, with emphasis on pedestrian and bicycle connectivity, neighborhood safety, and traffic calming, to support a walkable and livable community.

Policy B1-1a - The City hereby adopts level of service C as the minimum operating level of service for local roads within the City.

Policy B1-1b - All new developments, including, but not limited to, planned unit developments, shopping centers, multi-family residential projects, and other projects with internal circulation and parking needs shall be required to provide safe and convenient on-site traffic flow, labor intensive transportation facilities, and sufficient vehicular parking to accommodate the needs of the development. Said provisions shall be delineated within the LDC.

Policy B1-1c - All new road construction projects within the City shall accommodate active transportation. Such accommodation may include the installation of signage, striping of roadways, widening of shoulders, installation of bike racks, installation of sidewalks, installation of bicycle and wheelchair ramps at intersections with curb reveal of two (2) inches or more, and the like.

Policy B1-1d - The LDC shall contain regulations which control the installation of future connections and access points of driveways to arterials and collector roads so as to facilitate safe and efficient access to and from the arterial and collector roads. The regulations shall include distance requirements between new curb cuts, driveways, and

the like. The distance shall be 500 feet.

Policy B1-1e - Coordinated access routes (service roads) shall be encouraged for developments adjacent to major roadways within the City. The LDC shall define those developments which will be required to provide coordinated access routes as a condition of development. All developments adjacent to major roadways will be encouraged, through the plan review process, to provide coordinated access routes.

Policy B1-1f - The LDC shall contain regulations which provide for all future developments to pay all costs and construct all roads within the development to City standards so that the roads, upon construction, may be accepted into the City's road system (reference Objective H1-4).

Policy B1-1g - The City shall prioritize its maintenance and reconstruction activities pursuant to Policy H1-1c together with any cost/benefit analysis, traffic safety analysis, and analysis of the physical conditions of the various roadways within the City. Said analyses may be performed by the City or others. If performed by others, the manner and methods of analyses must be approved by the City.

Policy B1-1h - The City shall evaluate and implement traffic-calming measures (e.g., speed tables, narrowed lanes, enhanced lighting) on local and collector streets where traffic speeds endanger pedestrians or create hazardous conditions. Prioritization shall be guided by crash data, speeding complaints, proximity to schools and parks, and coordination with the Emerald Coast Regional Council's High Injury Crash Network.

Objective B1-2 - Maintain and design function of roadways for present and future residents upon adoption of this Ordinance.

Policy B1-2a - The following peak hour (30th highest hour) level of service standards for arterial and collector roads within the City are hereby adopted:

(a) Hollywood Boulevard (C.R. 602) through the city: LOS - E

(b) S.R. 393 (Mary Esther Cut-Off) from S.R. 30 to city limits (north): LOS - E

(c) S.R. 30 (U.S. 98) from Hurlburt Field to city limits (east): LOS - D

(d) All other arterials and collector roads: LOS - D

The above level of service standards were established in cooperation with the Florida DOT and the Okaloosa-Walton TPO.

Policy B1-2b - The City will include right-of-way protection provisions within the LDC.

Policy B1-2c - The City will continue to support the Okaloosa County EC Rider and EC

Dial-A-Ride systems. Such support may include, but is not limited to, a link on the City's website for the EC Rider schedule and the inclusion of information (brochures) with utility bills so as to inform the citizens of Mary Esther of opportunites for system use.

Policy B1-2d - The City will coordinate with FDOT and the Okaloosa County School District to alleviate congestion on Highway 98 near the Mary Esther Elementary School, including exploring an entryway realignment from Hollywood Boulevard to incorporate a safe and efficient carpool queue.

Objective B1-3 - Coordinate the traffic circulation system with the future land uses shown on the Future Land Use Map Series upon adoption of this Ordinance.

Policy B1-3a - All land use decisions shall be consistent with the Future Land Use Map and the Traffic Circulation Map.

Policy B1-3b - The City shall continue its practice of providing or requiring the provision of active transportation systems to link residential areas with recreational and commercial areas in a safe manner.

Policy B1-3c – As part of the annual Comprehensive Plan review and goal setting process, staff shall evaluate City traffic volumes and system demands in order to monitor and identify impacts of new growth.

Policy B1-3d - The City Manager, or his or her designee, shall review all plans and proposals for development or redevelopment within the City by using the Future Land Use Maps and the Future Traffic Circulation Maps adopted herein. The review shall include a determination of consistency with the maps. Note: The review is not limited to the map series but must include the map series.

Policy B1-3e - The City shall facilitate a waterfront-access feasibility study in coordination with private property owners, FDOT, and relevant regional agencies to identify safe pedestrian crossings, parking areas, and signage for access to the Santa Rosa Sound. The study shall include potential Blueway routes for kayakers and paddlers, ensuring consistency with the Future Land Use and Traffic Circulation Maps.

Objective B1-4 - Continually coordinate the City's decision-making process with the plans and programs of the Okaloosa-Walton TPO and the Florida DOT upon adoption of this Ordinance.

Policy B1-4a - The City will participate in and cooperate with the preparation of the TPO's Cost-Feasible Plan.

Policy B1-4b - The City will continue its active participation in and review of the Okaloosa-Walton TPO plans and planning process to ensure that TPO recommendations and

activities are consistent with this Ordinance.

Policy B1-4c - The City will participate in and review the annual updates of the Five-(5) Year Work Program (FDOT) to ensure that activities of the City and the Work Program are consistent.

Objective B1-5 - The City shall provide for the protection of existing and future rights-of-way from building encroachment within the LDC.

Policy B1-5a - The City shall continue to enforce Chapter 21 of the City Code (the Zoning Ordinance). The Zoning Ordinance shall provide adequate setbacks along all area roadways, including state highways, so that existing rights-of-way are protected from building encroachment.

Objective B1-6 - Enhance the City's transportation system by incorporating advanced technologies, in coordination with regional and state partners, to improve mobility, safety, and reliability.

Policy B1-6a - Continue collaborating with Okaloosa County and its Traffic Management Center (TMC) to share and analyze traffic data, signal timing plans, and equipment status. Support ongoing TMC expansion to improve regional traffic management and incident response.

Policy B1-6b - Align local regulations and infrastructure planning with Florida's ongoing efforts to accommodate autonomous and connected vehicles, as outlined in Florida Statute 316.85 and FDOT programs. Identify opportunities to prepare roads, signals, and municipal policies for the safe integration of these technologies.

Policy B1-6c - Encourage and support the installation of electric vehicle (EV) charging stations, particularly along key evacuation routes and at major destinations. Coordinate with the Florida Department of Transportation's Electric Vehicle Master Plan to ensure City efforts conform to state goals and funding opportunities.

Objective B1-7 - Create a vibrant, multimodal town center around the Santa Rosa Mall and adjacent corridors by integrating Complete Streets concepts, pedestrian-friendly design, and improved transit service.

Policy B1-7a - Encourage mixed-use redevelopment of the Santa Rosa Mall site and surrounding properties with building orientation, street layout, and streetscape improvements that support pedestrian activity. The City shall encourage: Complete Streets design standards, including sidewalks, crosswalks, and bike lanes; Consolidated or shared driveways, where feasible, to reduce curb cuts and improve roadway safety; and Connectivity to existing transit routes or future transit services.

Policy B1-7b - Consider fee reductions or credits for developments in the town center area that include enhanced public amenities such as transit shelters, bike racks, and publicly accessible green spaces or plazas.

Objective B1-8 - As part of the annual Comprehensive Plan review and goal setting process, staff shall evaluate local transportation performance to ensure timely implementation of multimodal goals, coordinated with regional and state partners.

Policy B1-8a - The City shall adopt and maintain an annual reporting process that tracks key transportation metrics, including: New sidewalks or bike lanes installed, Intersection or corridor improvements completed, Average travel times on local arterials, and Crash data focusing on bicycle and pedestrian incidents. The annual report shall be presented to the City Council and made available on the City's website.

Policy B1-8b - Where deficiencies are identified, the City shall prioritize corrective actions in its Capital Improvements Plan (CIP). These actions may include additional intersection enhancements, signage, crosswalk improvements, or a reevaluation of level-of-service standards.

ELEMENT C – HOUSING ELEMENT GOALS, OBJECTIVES, AND POLICIES

Pursuant to Section 163.3177(6)(f), F.S., the following represents the Housing Goals, Objectives, and Policies of the City of Mary Esther. The goals, objectives, and policies are intended to serve as a guide for both public and private decisions. Further, the objectives, policies, and strategies in this Element, as well as in the other Comprehensive Plan elements, should be considered and viewed as a whole. No single objective, policy, or strategy is intended to have precedence over another. Rather, they should provide an overall framework for the management of the City's resources and for meeting the needs of current and future residents.

GOAL C1

Ensure the provision of safe, affordable, and adequate housing for the current and future residents of the City.

Objective C1-1 - Provide guidance and direction to the public and private sectors for the provision of adequate and affordable housing for present and future residents and for households with special housing needs.

Policy C1-1a - The Future Land Use Map (and Zoning Map) continually shall provide for sufficient development or redevelopment opportunities within residential areas.

Policy C1-1b – As part of the annual Comprehensive Plan review and goal setting process, the City will review its regulatory and permitting process and specifically examine opportunities to allow a wider variety of housing types (e.g., cottage courts, townhomes, live-work units) to improve housing availability and affordability.

Policy C1-1c - The Land Development Code (LDC) shall include streamlined permitting checklists for small-scale infill projects and missing middle housing. These checklists shall also provide applicants with referrals to relevant agencies for quicker development review.

Policy C1-1d - The LDC shall include criteria guiding the location of housing for low- and moderate-income families, mobile homes, group homes, foster care facilities, and households with special needs. Low- and moderate-income households may be located in any residential area provided the development plan for such housing conforms to all relevant requirements of this ordinance and the LDC. The criteria guiding the location of mobile homes, group homes, foster care facilities, and households with special needs

shall be as delineated in Policies A1-3a, C1-1f, C1-1g, and C1-1h.

Policy C1-1e - The City shall continue cooperating with local, state, and federal agencies to provide housing assistance. Where feasible, the City shall also partner with non-profit housing providers to encourage mixed-income development and adaptive reuse of underutilized sites (e.g., portions of the Santa Rosa Mall area).

Policy C1-1f - The City shall continue to implement and enforce Chapter 21 of the City Code, consistent with State law, to ensure that adequate sites for mobile homes and/or manufactured housing are available in various zoning districts and that adequate criteria provide the necessary guidance for such mobile homes and/or manufactured housing.

Policy C1-1g - The City will include criteria in the LDC for the development of group homes, and such homes shall be located within areas designated on the Future Land Use Map as medium density residential.

Policy C1-1h - The LDC shall include criteria for the location of foster homes, and such foster homes shall be located within any residential area designated on the Future Land Use Map.

Objective C1-2 - The continual elimination of substandard housing conditions and the structural and aesthetic improvement of existing housing stock.

Policy C1-2a - The City shall use the data generated by the most recent Census, when available, to identify substandard housing within the City, if any.

Policy C1-2b - Continually, the LDC shall include provisions and regulations which direct the elimination of substandard housing identified pursuant to Policy C1-2a.

Policy C1-2c - The LDC shall contain provisions which continue the City's practice of removing, or causing the removal of, housing stock with structural deficiencies.

Policy C1-2d - The LDC shall contain provisions requiring appropriate landscaping and open space in both new and redeveloped housing areas, supporting improved neighborhood aesthetics and walkability.

Policy C1-2e - The City will continue to strictly enforce its building and housing codes as well as its planning and zoning codes. In addition, the City will review its building, housing, planning, and zoning codes and code requirements to ensure that quality of housing and integrity of neighborhoods is adequately addressed.

Objective C1-3 – Increase the supply of “missing middle housing” including adequate areas and infrastructure for housing for very low-, low-, and moderate-income families, manufactured housing, group homes, and foster care facilities.

Policy C1-3a - The City shall implement the Concurrency Management System (reference Objective A1-2 of this Ordinance) upon adoption of the LDC.

Policy C1-3b - The LDC shall contain provisions which prohibit the connection of facilities described in Objective C1-3 to septic systems and require the connection of said facilities to the central sewage system (reference Policy E2-2c).

Policy C1-3c - Principles and criteria guiding the location of housing for very low-, low-, and moderate-income families, including missing middle and mixed-use development, shall be included within the LDC.

Policy C1-3d – Staff shall explore the appropriateness of allowing accessory dwelling units (ADUs) as a strategy to support the provision of missing middle housing, particularly for very low-, low-, and moderate-income families. This evaluation shall include assessing infrastructure capacity, compatibility with existing neighborhoods, compliance with concurrency requirements, and consistency with the goals of the Vision Plan. Recommendations shall be presented as part of the annual Comprehensive Plan review and goal-setting process

Policy C1-3e - As part of the annual Comprehensive Plan review and goal setting process, the City will examine its housing needs based on the Census and other data. As part of this review, the City shall identify ways to expand housing choices in mixed-use or town center areas to meet the goals set forth in the Vision Plan.

Objective C1-4 - The LDC shall contain regulations to provide for the conservation, rehabilitation, or when necessary, demolition of housing within the City.

Policy C1-4a - The City shall continue enforcement of its land development regulations to conserve and rehabilitate housing, extend the useful life of the existing housing stock, and stabilize or improve existing neighborhoods, including the aesthetic appeal of such neighborhoods.

Policy C1-4b - The LDC shall contain techniques to encourage adaptive reuse of existing buildings to meet diverse housing needs. These techniques may include incentives for missing middle or mixed-use redevelopment on underused commercial sites.

Objective C1-5 - The City will continually ensure the protection of historically significant structures.

Policy C1-5a - The LDC shall include criteria for the determination of appropriateness for preservation of historic structures (reference Policy C1-5c).

Policy C1-5b - The LDC shall include regulations which require the identification of historically significant structures in advance of the issuance of a building permit

(reference Policies A1-5d and A1-5e).

Policy C1-5c - The City shall continue to use the Florida Department of State, Division of Historic Resources as a resource for identification of historic sites within the City.

Objective C1-6 - Provide relocation assistance or housing during the process of housing rehabilitation upon adoption of this Ordinance.

Policy C1-6a - The City will continue to seek grants to provide for relocating low- and moderate-income persons during the housing rehabilitation process.

Policy C1-6b - The City will continue its Housing Assistance Referral Program in cooperation with the agencies identified in Policy C1-1e.

Objective C1-7 - Implement housing programs on an "on-going" basis upon adoption of this Ordinance.

Policy C1-7a - The City will cooperate with the agencies identified in Policy C1-1e to facilitate bond backed low interest mortgage loans for home purchases by qualified individuals or families.

Policy C1-7b - The City will continue to cooperate with the agencies identified in Policy C1-1e so that residents in need may take advantage of various state and federal programs including, but not limited to, the U.S. HUD Section 8 Housing Assistance Program, the Section 8 Voucher Program (including "finders-keepers"), and others.

Policy C1-7c - The City will continue reviewing its regulatory and permitting program annually, evaluating improvements to housing delivery. Specific attention shall be given to forming partnerships that enable mixed-use and infill development (e.g., Santa Rosa Mall), encourage missing middle housing, and ensure affordable housing options.

ELEMENT D – INFRASTRUCTURE
GOALS, OBJECTIVES, AND POLICIES

Pursuant to Section 163.3177(6)(c), F.S., the following represents the Infrastructure Goals, Objectives, and Policies of the City of Mary Esther. In addition to statutory requirements, the Goals, Objectives, and Policies were developed in keeping with the desires of the community to be fiscally sustainable and resilient.

SANITARY SEWER:

GOAL D1

The provision of an environmentally safe and efficient wastewater collection, treatment, and disposal system.

Objective D1-1- Continually correct existing facility deficiencies, replace obsolete or worn-out facilities and maximize the use of existing facilities.

Policy D1-1a - Continue to cooperate with Hurlburt Field in exploring future wastewater solutions.

Policy D1-1b - The City shall include level of service (LOS) standards within the LDC and shall ensure the maintenance of LOS standards through implementation of Concurrency Management (Reference Objective A1-2).

Policy D1-1c - The LOS standard for sanitary sewer within the City shall be 100 gallons per capita per day (average daily demand) for both collection and treatment.

Policy D1-1d - The LDC shall contain detailed methodologies for determining available capacity and the impact upon capacity of any proposed development.

Policy D1-1e - The City will maintain an infiltration/inflow rate of twenty percent (20%) of average daily flow or better.

Policy D1-1f - Package treatment plants are prohibited within the City. Nothing in this policy shall be interpreted to prohibit pre-treatment facilities when necessary to serve individual businesses or industry.

Policy D1-1g - The City will require that all septic tank users connect to the central sewer system within one year of sewer availability.

Objective D1-2 - Coordinate extensions of the collection system and increases in capacity of the entire system with the Future Land Use Map and future facility needs.

Policy D1-2a - Extension of collection systems, when necessary, shall be provided by the private sector and consistent with the Future Land Use Map.

Policy D1-2b - Reconstruction or rehabilitation of existing collection lines and treatment facilities will be prioritized through the annual goal setting process.

SOLID WASTE:

GOAL D2

The provision of an environmentally safe, efficient, and cost-effective system for the collection and disposal of solid waste.

Objective D2-1 - Continually correct existing facility deficiencies, if any, and coordinate the increase in capacity of facilities to meet future needs and maximize the use of existing facilities.

Policy D2-1a - The City shall continue enforcement of its mandatory Garbage Ordinance (Section 10-4 of the City Code) so that all solid waste generated within the City is properly collected.

Policy D2-1b - The City shall work with regional partners when appropriate to provide for the efficient and cost-effective transportation of solid waste collected within the City to appropriate disposal facilities to maximize the life of existing landfills.

Policy D2-1c - Continue to cooperate with regional partners in efforts to develop technologically sound, cost effective, and long-term solid waste disposal solutions.

Policy D2-1d - The City shall review level of service standards for solid waste collection within its LDC and shall ensure the maintenance of LOS standards through the City's annual Comprehensive Plan review and goal setting process.

Policy D2-1e - The level of service standard for solid waste within the City of Mary Esther shall be five (5) pounds per capita per day.

Policy D2-1f - The City shall continue to promote participation in recycling programs so that the solid waste stream going to landfills is reduced.

STORMWATER/DRAINAGE:

GOAL D3

The provision of an environmentally safe and efficient stormwater management system.

Objective D3-1 - Continually correct existing facility deficiencies and maximize the use of existing facilities.

Policy D3-1a - The City shall continue its practice of not issuing development permits for projects not meeting the design criteria for correcting existing deficiencies or meeting future drainage requirements.

Policy D3-1b - The City shall continue its practice of correcting localized drainage problems so that LOS standards are maintained (reference Policy D3-2c).

Policy D3-1c - The City shall on roadways (existing or new) require the use of swale drainage to the maximum extent possible. Perforated pipe shall be used in situations where piping is necessary (also, see Policy E1.2b).

Policy D3-1d - The City shall continue its periodic inspection program of stormwater control structures to ensure the proper functioning of such structures.

Policy D3-1e - Prioritization for replacing drainage facilities, correcting existing deficiencies, and providing for future drainage facility needs shall be accomplished through the annual Comprehensive Plan review and Capital improvements Planning process.

Policy D3-1f - The LDC shall include regulations which require stormwater management plans for new development or redevelopment activities to incorporate the use of natural drainage patterns and features, to the maximum extent possible, given the characteristics, size, and composition of the proposed development.

Objective D3-2 - Provide stormwater management facilities concurrent with the demand created by future development.

Policy D3-2a - Installation of drainage facilities made necessary by new development shall be the responsibility of the developer.

Policy D3-2b - The LDC shall contain LOS standards for drainage and stormwater management.

Policy D3-2c - The LOS standards for drainage shall be:

Retain the first inch of runoff on-site; and

Post-development runoff shall not exceed the pre-development runoff rate for a 25-year storm event, up to and including an event with a 24-hour duration.

Note: The LDC shall include design and performance standards pursuant to the Environmental Resource Permit (ERP) requirements.

POTABLE WATER:

GOAL D4

The provision of an environmentally safe and efficient system for potable water.

Objective D4-1 - Correct facility deficiencies, replace obsolete or worn-out facilities, and maximize the use of existing facilities.

Policy D4-1a - The City shall include LOS standards within its LDC and shall ensure the maintenance of LOS standards through implementation of the Concurrency Management system.

Policy D4-1b - The LOS standard for potable water within the City shall be 100 gallons per capita per day.

Objective D4-2 – Continue to provide potable water facilities concurrent with demand.

Policy D4-2a - Cost for potable water facilities will be funded by user fees, special assessments, or other devices determined appropriate by the City.

Policy D4-2b - Cost for water line extensions made necessary by new development shall be funded in total by the developer.

Objective D4-3 - Continually conserve potable water resources.

Policy D4-3a - Continue to participate in and cooperate with the Regional Utility Authority for water supply planning and financing alternatives.

Policy D4-3b - An area of water resources concern has been established by the Northwest Florida Water Management District to protect the area's water resources from

depletion, saltwater intrusion, or man induced contamination, or from any other activity which may substantially affect the quality or quantity of the area's water resources. Within such area, the NWFWMD has established lower permit thresholds, management (maximum) and minimum levels, and stipulates any limiting conditions as necessary to monitor, manage, and control the use of water. The City of Mary Esther shall cooperate with the NWFWMD in its enforcement of regulations regarding the area of water resources concern within the City.

Policy D4-3c - To assist in the protection of the area declared an area of water resources concern, the City shall include within the LDC appropriate regulations to assist in the enforcement of the NWFWMD regulations accompanying the declaration. Specifically, the LDC shall include relevant portions of Section 40A-2.801, et. seq. of the Florida Administrative Code in order to provide for regulatory provisions to protect the quality and quantity of groundwater serving the City.

NATURAL GROUNDWATER AQUIFER RECHARGE:

GOAL D5

Provide for the recharge of the sand and gravel aquifer from rainfall.

Objective D5-1 - Continually, the LDC shall include regulations which protect the function of the sand and gravel aquifer and the recharge potential for such aquifer.

Policy D5-1a - The LDC shall include regulations which ensure the continuation of adequate open spaces within the City so that rainfall may reach the sand and gravel aquifer through percolation.

ELEMENT E – COASTAL MANAGEMENT AND CONSERVATION
GOALS, OBJECTIVES, AND POLICIES

Pursuant to Section 163.3177(6)(d), F.S., the following represents the Coastal Management and Conservation Element Goals, Objectives, and Policies for the City of Mary Esther. The purpose of this element is to plan for and, where appropriate, restrict development activities where such activities would damage or destroy coastal resources; protect human life; limit public expenditures in areas that are subject to destruction by natural disaster; and promote the conservation, use, and protection of natural resources. This element is based upon data and analysis requirements pursuant to Section 163.3178 and 163.3177 Florida Statutes, compiled with coastal inventory maps in the Coastal Management Element Data Inventory and Analysis Document. There are no identified prime (potable) natural groundwater aquifer recharge areas, dune systems, or deep water ports within the City. The coastal construction control line (CCCL) in this area is located on Santa Rosa Island and not within the City's jurisdiction.

GOAL E1

Protect people and property by limiting public expenditures in areas subject to destruction by natural disasters and by restricting development activities that would damage or destroy coastal or natural resources.

Objective E1-1 - Continually protect, conserve, or enhance coastal wetlands, living marine resources, important aquatic vegetation, and wildlife (shoreline) habitats by including regulations within the Land Development Code (LDC) necessary to implement the policies of this objective, among others as recommended by the Florida Department of Commerce to delineate enhancing protection of resources.

Policy E1-1a - Limit the specific impacts and cumulative impacts of development or redevelopment upon wetlands, water quality, water quantity, wildlife habitats, living marine resources, or other natural resources by implementation of Policies A1-1a, A1-1b, A1-5a, A1-5b, A1-5c in the Future Land Use Element and D3-1c in the Infrastructure Element of this Ordinance.

Policy E1-1b - Channeling run-off directly into water bodies or other areas identified in Objective E1-1 shall be prohibited.

Policy E1-1c - The City designates the coastal high hazard area (CHHA) as the area below

the elevation of the category 1 storm surge line as established by the Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. The City will limit public expenditures in the CHHA to the provision of recreation uses, protection of natural resources, or to increase the public's access to the shoreline and to maintain existing infrastructure in order to protect the rights of property owners within the CHHA (reference Policies E1-5a and H1-2a).

Policy E1-1d - The City shall assist in the application of and compliance with all state and federal regulations which pertain to endangered or rare species and will provide for protection of areas known to provide habitats for these species when issuing development permits.

Policy E1-1e - New developments with the potential to impact the quantity or quality of natural resources will be required to obtain the necessary permits from all applicable state and/or federal agencies (Florida Department of Environmental Protection, Northwest Florida Water Management District, and/or U.S. Army Corps of Engineers) prior to the authorization of a development permit by the City.

Policy E1-1f - The LDC shall include shoreline protection regulations, and such regulations shall include Section 21-52 of the City Code (Section 21-52 provides that residential structures be located at least 100 feet from the mean high water line of Santa Rosa Sound).

Policy E1-1g - The LDC shall contain mitigation provisions which must be followed by any development that impacts the resources listed in Policy E1-1a. The provisions shall include:

a. The elimination of any degradation of the natural systems; or

b. Mitigate impacts on natural systems at a ratio of 2 to 1 whenever degradation occurs as a result of new development. Note: Mitigation will be allowed only when development cannot occur pursuant to subparagraph (a) above.

Objective E1-2 - Maintain and/or improve estuarine environmental quality through management techniques, regulations, and cooperation with regional management plans.

Policy E1-2a - The City shall implement the land use categories shown on the Future Land Use Map with the LDC. Such implementation will ensure the continuation of environmentally sensitive land uses adjacent to the shoreline.

Policy E1-2b - Any stormwater detention or retention areas located near an estuary or estuarine systems or other water bodies within the city limits shall be designed so that the shorelines are sinuous rather than straight and so that water/land interfaces are curvilinear and maximize space for growth of littoral vegetation (also, see Policy D3-1c).

Policy E1-2c - The City shall participate in, and coordinate with committees of, the Choctawhatchee Basin Alliance, Estuary Programs that encompass Santa Rosa Sound, and the Northwest Florida Water Management District's Surface Water Improvement and Management (SWIM) programs to the extent that such programs affect activities of the City in its efforts to protect Santa Rosa Sound.

Objective E1-3 - Provide criteria and standards for shoreline land-uses using regulatory and management techniques to mitigate threat to human life and to control proposed development and redevelopment to protect the coastal environment.

Policy E1-3a - The LDC shall contain the standards necessary for construction or development of shoreline parcels.

Policy E1-3b - The LDC shall contain the City's Zoning Ordinance which provides land use criteria for shoreline uses.

Policy E1-3c - The LDC shall contain development avoidance strategies to prevent human and structural loss in areas identified by National Oceanic and Atmospheric Administration's (NOAA) intermediate-low and intermediate-high sea level rise projections for a planning period not less than 20 years.

Policy E1-3d - The City may employ site development techniques and best practices to reduce the losses to the local government and property owners caused by coastal flooding. Techniques include, but are not limited to the following:

a. Increased setbacks from the shoreline;

b. Living shorelines and beach nourishment programs;

c. Floodable development (i.e. waterfront parks); and

d. Elevated structures, flood resistant materials, and breakaway designs.

Objective E1-4 - Establish construction standards within the LDC which minimize the impacts of manmade structures on the shoreline and any beach or dune systems within the City.

Policy E1-4a - The LDC shall contain FEMA construction standards (reference Policy A1-5c).

Objective E1-5 - Limit public expenditures that subsidize development in the CHHA.

Policy E1-5a - The LDC shall contain building regulations regarding construction in the CHHA, and the regulations shall include criteria such as:

a. First floor elevations;

b. Wind load requirements;

c. Frangible ancillary structures; and

d. Other requirements necessary to protect and preserve the health and safety of the public.

Policy E1-5b - The City shall review and analyze all general hazard mitigation reports produced by County, Regional, State or Federal agencies in order to determine if any changes to the City's building, land use, stormwater management, or other regulations are necessary or appropriate. The primary purpose of any changes made will be to reduce the exposure of lives and property to natural hazards.

Objective E1-6 - Direct population concentrations away from the CHHA and areas vulnerable to future flooding using regulatory and management techniques to mitigate threat to human life.

Policy E1-6a - The City shall conduct an update to its vulnerability assessments every five (5) years to identify areas vulnerable to future flooding which results from storm surge and related impacts of sea level rise. The assessment should include an analysis of hurricane storm surge models and a coastal flood scenario using NOAA, USACE, or other sea level rise projection curve generally accepted by the scientific community for a specified future timeframe of not less than 20 years. Identified areas may be considered for adoption to an Adaptation Action Area, pursuant to Section 163.3177(6)(g)10, Florida Statutes.

Policy E1-6b - The currently allowable development densities and intensities south of U.S. 98, with particular attention paid to vulnerable areas identified in vulnerability assessments, shall not be increased during the planning period. Lawfully constructed buildings which conform to this Plan and the City's Land Development Regulations may be rebuilt if damaged or destroyed by disaster to the density or intensity existing or allowed prior to such disaster.

Objective E1-7 - Maintain or reduce hurricane evacuation times.

Policy E1-7a - The City shall cooperate with Okaloosa County to implement recommendations and guidance provided in the Okaloosa County Local Mitigation Strategy and the most recent Statewide Regional Evacuation Study.

Policy E1-7b - Continue to support critical roadway segment improvements through participation with the Okaloosa-Walton Transportation Planning Organization (TPO) and interaction with the Florida Department of Transportation (FDOT) to further reduce and

improve hurricane evacuation times.

Policy E1-7c - The City shall maintain a minimum roadway clearance time for hurricane evacuations of 12 hours on roads under local jurisdiction.

Objective E1-8 - Implement the City's post-disaster redevelopment plans which will reduce or eliminate the exposure of human life and public and private property to natural hazards in the event of a natural disaster or manmade hazard.

Policy E1-8a - The City shall continue its participation in the National Flood Insurance Program (NFIP) in conformance with Public Law 93-288 (reference Policy A1-5c) and the NFIP Community Rating System (CRS).

Policy E1-8b - The City's post-disaster redevelopment plan will continue to distinguish between immediate repair and clean up actions needed to protect public health and safety and long-term repair and redevelopment activities. The post-disaster redevelopment plan will incorporate the vulnerability assessment described in Policy E1-6a to aid in identifying and prioritizing appropriate redevelopment sites and activities.

Policy E1-8c - The city administration shall maintain an inventory of areas within the city which have experienced repeated damage from coastal storms. This inventory will be cross referenced with the CHHA and parcels identified in the vulnerability assessment described in Policy E1-6a to determine if these damages are occurring in documented areas of future flooding. The inventory shall be provided to the City Council by staff during the annual Comprehensive Plan review and goal setting session.

Policy E1-8d – During the annual Comprehensive Plan review and goal setting session, staff shall recommend to the City Council, as needed, Comprehensive Plan and ordinance amendments to ensure consistency with the hazard mitigation annex of the local peace time emergency plan (reference Policy E1-7a) and applicable existing interagency hazard mitigation reports.

Policy E1-8e - Immediate recovery actions needed to protect the public health and safety shall take priority in permitting decisions following hurricane storm events.

Policy E1-8f - If rebuilt, structures which suffer damage in excess of 75% of their appraised value shall be rebuilt in accordance with all current and applicable land use and building code requirements.

Policy E1-8g – The City shall address the needs of historic resources in preparation for a natural disaster by using state resources to inventory historic structures and by documenting damage assessment and stabilization methods in the post-redevelopment plan.

Objective E1-9 - Reduce flood risk in coastal areas which results from high-tide event, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise to achieve the following:

a. Protect property values and human health and safety; and

b. Protect native vegetative communities, listed animal species and their habitats, beach and shoreline ecosystems, surface and ground water, aquatic vegetation, and natural hydrology from adverse impacts caused by human activities.

Policy E1-9a - The City shall minimize the disturbance of natural shorelines which provide stabilization and protect landward areas from storm impacts.

Policy E1-9b - Opportunities for non-structural shoreline enhancement projects shall be identified in the repair of seawalls along low energy shorelines.

Policy E1-9c - The City shall encourage waterfront property owners to maintain a viable amount of sea oats, and other native vegetation recommended by FDEP and approved by the City, in an effort to reduce impacts on infrastructure, private property, and human life.

Policy E1-9d – The City shall use accommodation strategies through design, construction, and use of structures to handle periodic flooding.

Policy E1-9e - The City will be consistent with flood-resistant construction requirements in the Florida Building Code and federal floodplain management regulations.

Policy E1-9f - The City shall continue to upgrade its stormwater infrastructure where appropriate through drainage improvements and seawall repair, in addition to sustainable flood management actions such as installation of bioswales, recharge through drainage wells, use of pervious pavement, and maintenance of naturally preserved areas (refer to Element D - Infrastructure).

Policy E1-9g – The City, alone or with others, shall use public land acquisition and conservation easements as financially feasible.

Objective E1-10 - Increase public access to the shoreline.

Policy E1-10a - The City shall continue to enforce the public access requirements of the Coastal Zone Protection Act of 1985 and shall include such requirements within the LDC.

Policy E1-10b - Shorelines renourished or protected at public expense shall be made available for public use.

Policy E1-10c - The City will continue to maintain public rights-of-way providing access

to Santa Rosa Sound.

Policy E1-10d – The City will continue to seek all available federal and state financial assistance to increase public access to the shoreline.

Policy E1-10e – The LDC shall contain incentives for recreational, water-dependent uses of Santa Rosa Sound.

Objective E1-11 - The City will adopt, maintain, and enforce land development regulations in the LDC which provide for the protection, preservation, or sensitive re-use of historic resources.

Policy E1-11a - The City shall adopt, as part of the LDC, performance standards and guidelines for the preservation or adaptive reuse of historic resources upon identification of such resources (reference Policies A1-5d and A1-9b).

Objective E1-12 - The City shall allow no development in the coastal area (or elsewhere) unless level of service standards are maintained and infrastructure needs are fulfilled in compliance with the City's Concurrency Management System (reference Objective A1-2 of this Ordinance).

Policy E1-12a - The City shall continue to maintain the adopted Land Development Code.

Policy E1-12b - The level of service standards shall be those delineated in Policies B1-1a, B1-2a, D1-1c, D2-1e, D3-2c, D4-1b and F1-3b.

Policy E1-12c - Infrastructure improvements and areas of service shall be phased and determined pursuant to Element H of this Ordinance.

Policy E1-12d – Development in the coastal area shall be consistent with the goals, objectives, and policies of the Future Land Use Element and the Infrastructure Element (reference Elements A and D of this Ordinance).

GOAL E2

Properly manage and conserve the important natural resources within the City.

Objective E2-1 - Continually protect air quality by regulating land uses which have, or may have, point source emissions through the LDC.

Policy E2-1a - The City shall maintain air quality within its jurisdiction in conformance

with state and federal air quality guidelines.

Policy E2-1b - New developments with the potential to emit pollutants into the air will be required to obtain the necessary permits from the Department of Environmental Protection or the U.S. Environmental Protection Agency prior to authorization of a development permit by the City.

Policy E2-1c - The LDC shall contain provisions which require any development with point source emissions which may degrade air quality to comply with all applicable federal and state regulations regarding emission control. These regulations may include the installation of scrubbers, emission treatment facilities, and the like.

Policy E2-1d – The City will continue to cooperate with the Department of Environmental Protection so that minimum air quality levels, established by the Department, are maintained.

Objective E2-2 - Conserve, appropriately use, and protect the quality and quantity of water sources and of waters that flow into Santa Rosa Sound by including appropriate regulations within the LDC.

Policy E2-2a - The City shall protect water quality by restricting or prohibiting activities known to adversely affect the quality or quantity of identified water sources (reference Policies A1-1a, A1-1b, A1-5a, A1-5b, A1-6a, D1-1f, D1-1g, D3-1c, E1-1b and E1-2b). Note: There are no prime ground water recharge areas or cones of influence within the City.

Policy E2-2b - In cooperation with the Northwest Florida Water Management District, the City shall implement any emergency water conservation plans necessary to protect water sources during periods of insufficient supply.

Policy E2-2c - The City will require all septic tank users to connect to the central sewer system within one year of notification of sewer availability.

Policy E2-2d – The City of Mary Esther, the City of Fort Walton Beach, and Okaloosa County shall execute an interlocal agreement which will establish procedures whereby each city will be afforded the opportunity to review development proposals that affect Santa Rosa Sound or other water bodies so that adequate sites for water dependent uses are made available, estuarine pollution is prevented, surface water run-off is controlled, living marine resources are protected, exposure to natural hazards is reduced, and public access to the shoreline is maintained.

Policy E2-2e - The City will continue its practice of not approving any development plan which does not provide for the development to be connected to the central sewage system. Therefore, the City shall prohibit the installation of any new septic tanks within the City.

Policy E2-2f – The City shall continue to enforce the provisions of Article 12.06.00 of the LDC which provides for the use of xeriscape landscaping, water saving devices, promotes the use of native plants, restricts the use of certain plants, and accomplishes other things in order to reduce the demand for water and energy. The City shall consider modifying this ordinance to adopt Florida Friendly Landscaping as a standard (reference Florida Statute 373.185).

Objective E2-3 - The City will continually conserve and protect earth resources (soils, minerals, and vegetation); enhance degraded natural areas; and conserve, appropriately use, or protect unique native or aquatic vegetative communities.

Policy E2-3a - The LDC shall contain requirements that limit land uses or construction techniques to those compatible with soil conditions specific to the site. The regulations shall include boring and soils tests conducted by testing facilities licensed by the State of Florida, when necessary.

Policy E2-3b - The City will work independently and cooperate with other local political entities and officials of local governments within Okaloosa County to conserve, appropriately use, or protect unique native or aquatic vegetative communities located within more than one jurisdiction.

Policy E2-3c - The City will develop and maintain an environmentally sensitive lands inventory which shall include, but not be limited to, floodplains as identified by the FEMA; wetlands under the jurisdiction of the Department of Environmental Protection or the U.S. Army Corps of Engineers; and the areas identified by the Florida Natural Areas Inventory. In addition, the sensitive lands inventory shall include identified native vegetative communities using resources such as the Florida Fish and Wildlife Conservation Commission (FWC), Florida Department of Environmental Protection (FDEP), and U.S. Environmental Protection Agency (EPA).

Policy E2-3d – Extraction of minerals or other natural resources shall be regulated pursuant to Policy A1-5b.

Policy E2-3e - The City shall continue to enforce its open space and buffer requirements contained within Chapter 21 of the City Code.

Policy E2-3f - The LDC shall include regulations which provide for the preservation and protection of native vegetation and trees.

Policy E2-3g – The City shall require identification of any and all hazardous wastes or materials used or stored by any licensed business within the City. This practice shall be implemented through the issuance (or denial) of a business license based upon an adequately completed application form containing the hazardous materials information on the form.

Objective E2-4 - Continually conserve, appropriately use, and protect fisheries, fishery habitats, wildlife habitats, and other marine or wildlife resources in or near the City.

Policy E2-4a - The City shall assist in the implementation of and compliance with all state and federal regulations which pertain to endangered and rare species and will provide protection for the integrity of areas known to provide habitats for such species when issuing development permits (reference Policy E1-1d).

Policy E2-4b - The City shall cooperate with the Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development.

Policy E2-4c - No development permit shall be approved if construction pursuant to the permit would threaten the life or habitat of any species listed on the Federal Endangered Species Inventory or designated as "threatened" or "species of special concern" either by the state or federal governments.

(Ord. No. 99-02, 3-1-99; Ord. No. 00-01, 4-10-00; Ord. No. 2010-03, § 4(Att. A), 3-9-10)

ELEMENT F – RECREATION AND OPEN SPACE GOALS, OBJECTIVES, AND POLICIES

Pursuant to Section 163.3177(6)(e), F.S., the following represents the Recreation and Open Space, Element Goals, Objectives, and Policies for the City of Mary Esther. In addition to statutory requirements, the Goals, Objectives, and Policies encourage the health and well-being of City residents by increasing opportunities for outdoor recreational activities. Additionally, this element promotes the protection of the natural resources that attract visitors and seeks to conserve Mary Esther's natural beauty and way of life for future populations.

GOAL F1

Provide an adequate, environmentally sound, and cost-effective recreation and open space system for all residents of the City.

Objective F1-1 - Ensure the public's access to recreation sites, open spaces, and the shoreline on a continuing basis through the LDC.

Policy F1-1a - The City shall continue to enforce the open space requirements contained within the City Code. These requirements shall be included within the LDC.

Policy F1-1b - The City shall continue to require the provision of open space by private development when such development is a planned unit development, a multifamily development, a mixed-use commercial area, or other similar type of development where relatively large land areas are involved. The requirements shall be contained within the LDC.

Policy F1-1c - The City shall continue to protect and provide access to open spaces and the shoreline by including appropriate regulations within the LDC to implement Policies E1-1c, E1-9a, E1-9b, E1-9c, E1-9d, E1-9e, and E2-2d among others.

Policy F1-1d - The City shall continue its practice of making barrier-free access improvements to existing City parks and facilities. New parks and open spaces shall be required to provide barrier-free access.

Policy F1-1e - The City shall continue to work with public and private partners to provide spaces for community gardens and the City's farmer's market.

Objective F1-2 - Review, at least annually, the cooperative efforts between the public and private sectors in the provision of recreational opportunities and ensure that such

efforts are coordinated.

Policy F1-2a – As part of annual Comprehensive Plan review and goal setting, staff shall conduct an analysis of the cooperation and coordination between the public and private sectors in the provision of recreational opportunities.

Policy F1-2b - The City shall continue its cooperative efforts with public, private sector, and non-profit organizations in the provision of recreational facilities and open space areas.

Policy F1-2c - The City will cooperate with other local governments in the MPO area to implement the bikeway recommendations currently being prepared by the Emerald Coast Regional Council for the Okaloosa-Walton TPO.

Policy F1-2d - The City shall continue to review the efforts of the Fort Walton Beach Chamber of Commerce and the Okaloosa County Tourism Development Department to ensure that such efforts are consistent with this Ordinance.

Objective F1-3 - Ensure that parks and recreation facilities and open space are adequately and efficiently provided by public agencies and private enterprises on a continuing basis through the LDC.

Policy F1-3a - The LDC shall include specific definitions for open space, parks, and recreation facilities. Among others, the definitions shall include:

NEIGHBORHOOD PARKS: Moderately sized recreation areas located to provide convenient access (no more than one half (1/2) mile) from neighborhoods served. Facilities may include nature trails, educational information, wildlife observation areas, picnic/rest areas, shade trees, sports facilities, and playground equipment. Access is by local streets with facilities for bicycles and pedestrians.

WATER ACCESS PARKS: Small to moderately sized open areas which allow physical or visual access to the adjacent body of water. Facilities may include piers, boat ramps, picnic tables, benches, and shade trees.

TOWN CENTER PARK: Public amenity associated with mixed-use development located in the Town Center Overlay (reference Policy A1-1d) to improve the area's appeal. Facilities may include multi-purpose open areas, playgrounds, seating, landscaped features, and other elements designed to draw visitors and residents for recreational or community-focused activities.

MINI PARK/SPECIAL USE PARK: Small recreation areas set aside to accommodate specific leisure activities for the community. These facilities may include gazebos, picnic areas, recreational courts, or facilities. Service radius may or may not include adjacent neighborhoods.

NOTE: Each park as defined will include some, if not all of the above listed features and facilities.

Policy F1-3b - The level of service standard for recreation, parks, and open space for the City shall be one (1) acre per one thousand (1,000) population. Note: There are no identified deficiencies in the provision of recreational and open space facilities during the planning period.

Policy F1-3c - The City shall continue to acquire (through lease, acquisition, or dedication) open space and natural areas so as to maintain and improve: (1) recreational opportunities for all residents; and (2) the natural function of open space, wetlands, and other sensitive lands within the City.

Policy F1-3d - The City will continue to apply for all available state and federal funds to implement recreation programs and provisions of this element.

Policy F1-3e - The City shall continue to require the provision of recreational facilities and open space in any private sector development pursuant to regulations contained within the LDC.

Policy F1-3f - The City shall continue to preserve and protect the shoreline through regulations contained within the LDC (reference Policies A1-1b, D3-1c, E1-1f and Section E of this Ordinance).

ELEMENT G – INTERGOVERNMENTAL COORDINATION
GOALS, OBJECTIVES, AND POLICIES

Pursuant to Section 163.3177 (6)(h), F.S., the following represents the Intergovernmental Coordination Goals, Objectives, and Policies of the City of Mary Esther. In addition to statutory requirements, the Goals, Objectives, and Policies were developed to determine and respond to the needs for coordination processes and procedures with adjacent local governments, regional, and state agencies.

GOAL G1

Provide coordination of this plan with other local governments and regional and state agencies providing services within the City.

Objective G1-1 - To review, on an annual basis, actions that have taken place to coordinate the Comprehensive Plan of Mary Esther with the Plans of other units of government and the Okaloosa County School Board.

Policy G1-1a – Staff, in preparing for the annual comprehensive plan review and goal setting session, shall include within its review efforts an analysis of the coordination between plans of affected governments.

Policy G1-1b - The City shall continue to coordinate with neighboring local governments, the School Board, and the Air Force, and to provide information regarding proposed development in accordance with local ordinances and state statutes.

Policy G1-1c - If the city receives request(s) for annexation, the city shall follow the annexation procedures in the Florida Statutes and will coordinate such annexation with Okaloosa County.

Policy G1-1d - The City shall consider participation with Okaloosa County and other units of local government in the acquisition and use of a computerized Geographic Information System (GIS).

Policy G1-1e - Continue to cooperate with other units of government and governmental agencies so as to provide for coordination and evaluation of development proposals which may impact Santa Rosa Sound (reference Policy E2-2d).

Objective G1-2 - Coordinate with appropriate state, regional, and local agencies, which have operational and maintenance responsibility for public facilities in Mary Esther, the impacts of development proposed in this plan upon development or plans of the affected state, county, or local agency and to achieve, when necessary, mutually agreed upon level of service standards.

Policy G1-2a - The City shall use the Emerald Coast Regional Council's informal mediation process to resolve conflicts with other units of government.

Policy G1-2b– During the annual Comprehensive Plan review and goal setting, staff and the City Council shall review the following:

a. An analysis of the effectiveness of the conflict resolution process described in Policies G1-2a and G1-2b;

b. The adequacy of LOS standards which have been established by this Ordinance;

c. An analysis of the adequacy of procedures established to review proposed development within the area to the existing Comprehensive Plans of Mary Esther or adjacent local governments; and

d. An analysis and/or review of development proposed in this Ordinance or amendments to this Ordinance indicating the relationship of any proposed development contained within this Ordinance (or amendments) to the Comprehensive Plan of Mary Esther or adjacent local governments. This review shall be based upon the consistency of the proposed development with the Comprehensive Plan (all development shall be consistent with this Ordinance).

Policy G1-2d - The City will implement agreements which establish standards for setting or changing LOS with other entities providing such service and may include:

a. FDOT for State Roads; and

b. Okaloosa County for solid waste disposal.

Policy G1-2e - In accordance with current Florida law, the City shall submit any development order and supporting documentation for projects that meet or exceed the thresholds established in Section 380.06, Florida Statutes, or other applicable provisions, to the Florida Department of Economic Opportunity (or its successor agency) and any other reviewing agencies as required. Where large-scale or regionally significant developments are subject to additional review processes under Florida Statutes, the City shall comply with all applicable state requirements.

GOAL G2

Collaborate and coordinate with the Okaloosa County School Board to ensure high quality public school facilities which meet the needs of Mary Esther's existing and future populations.

Objective G2-1 - The City will implement the executed Interlocal Agreement pursuant to §163.3177, F.S. with the School Board, County, and other municipalities thereby providing for close coordination and evaluation of proposed development when such development includes residential uses. To ensure that the obligations of the City are fulfilled, the City shall continue to participate with all relevant committees and groups, existing or formed, as a result of the Agreement.

Policy G2-1a - General types of provisions that will be included in the Interlocal Agreement in order to advise the School Board, adjacent municipalities, special taxing districts, and others of proposed developments which may impact their jurisdiction include:

Transmission of information from the City of Mary Esther to the above entities describing proposed developments and school planning activities.

Provision for a feedback process/information exchange so the above entities can inform the Local Planning Agency of any potential adverse impact(s) from proposed development(s) and/or conflicting planning activities (Also, see Policy I1-1c of this Ordinance).

Provision for the district-wide application of LOS standards.

Objective G2-2 - The City shall strive to maintain and enhance joint planning processes and procedures for coordination of public school facilities for planning and decision-making.

Policy G2-2a - On an ongoing basis, the City shall establish new and review existing coordination mechanisms that will evaluate and address its Comprehensive Plan and programs and their effects on the comprehensive plans of adjacent local governments, the school board, and other units of government providing services but not having regulatory authority over the use of land, and the State, by an annual county-wide forum, joint meetings, or other types of forums with other agencies. Assistance for this effort shall be requested from regional and state agencies, as needed.

Policy G2-2b - Annually, the School Board shall provide information from its 5-Year Work Plan to determine the need for additional school facilities. Each year, the School Board shall provide the City a general education facilities report which shall contain information detailing existing facilities and projected needs. The report shall also contain the School

Board's capital improvement plan, including planned facilities with funding representing the District's unmet needs.

ELEMENT H - CAPITAL IMPROVEMENTS GOALS, OBJECTIVES, AND POLICIES

Pursuant to Chapter 163.3177(3)(a), F.S., the following represents the Capital Improvements Goals, Objectives, and Policies of the City of Mary Esther. In addition to statutory requirements, the Goals, Objectives, and Policies were developed in keeping with the character, conditions (both environmental and social), and desires of the community. These goals, objectives, and policies are to establish the long-term end for the timely and efficient provision of public facilities by sound fiscal policies.

This element is based upon the public facility needs identified in the other Comprehensive Plan Elements and supports Element A – Future Land Use.

GOAL H1

The timely and efficient provision of public facilities through the use of sound fiscal policies.

Objective H1-1 – Use the Capital Improvements Element as a directory to meet the needs of the City of Mary Esther for the construction of capital facilities necessary to correct existing deficiencies, to accommodate desired future growth, and to replace obsolete or worn-out facilities upon adoption of this Ordinance. The five-year schedule of capital improvements (Table H-1) shall be the specific guide (directory) the City will use to determine construction of capital facilities and maintenance of LOS Standards.

Policy H1-1a - The criteria to evaluate capital improvement projects directly related to individual elements of this Ordinance are:

a. The elimination of future public hazards; at present, there are no identified existing public hazards;

b. The elimination of existing capacity deficits;

c. The impact on the annual operating budget and Capital Improvements Program by the City of Mary Esther (see Policy H1-5a);

d. Locational needs based on projected growth patterns (reference Element A and the Future Land Use Map (Map A:2) of this Ordinance);

e. The accommodation of new development and redevelopment facility demands;

f. Financial feasibility; and

g. Plans of The Northwest Florida Water Management District and state agencies that provide public facilities within the jurisdiction of the City of Mary Esther.

Note: The above criteria shall be ranked during the annual Comprehensive Plan review and goal setting session described in Policy H1-3f. In addition, the criteria may be further ranked (or re-ranked) by the City Council during its annual budget development process.

Policy H1-1b - The City of Mary Esther shall manage its debt so that the total amount of general obligation bonds of the City, which may at any time be outstanding, shall be no more than 25% of the assessed valuation of the non-exempt real and personal property within the corporate limits of the City.

Policy H1-1c - Prioritize capital improvements funding (within the annual Capital Improvements Program - see Policy H1-5a) in a manner that generally assigns first priority to the renewal and replacement of obsolete or worn-out facilities, that assigns second priority to correcting existing deficiencies in public facilities, and third priority to facilities necessary to accommodate desired future growth. Nothing in this policy shall preclude the City of Mary Esther from increasing or rearranging the priority of any particular capital improvement project so that cost savings may be realized or LOS Standards are met.

Policy H1-1d - Promote rehabilitation and re-use of existing governmental facilities, structures, and buildings as the preferred alternative to new construction (reference Policies A1-3b, A1-7b, D1-1e, D3-1b, D3-1d, H1-1c of this Ordinance).

Policy H1-1e - The Schedule of Capital Improvements (Table H-1) shall be updated on an annual basis, by December 1 of each year, in a financially feasible manner and consistent with Florida law.

Objective H1-2 - Limit public expenditures that subsidize development in Coastal High Hazard Areas upon adoption of this Ordinance (reference Policies E1-5a, E1-5b, and E1-6a among others).

Policy H1-2a - Public expenditures in Coastal High Hazard Areas of the City of Mary Esther shall be limited to the provision, or support, of recreation uses such as parks and walkovers, erosion control devices, or to increase public access to the shoreline, or to maintain existing infrastructure in order to protect the rights of property owners in the CHHA (reference Objective E1-5 and Policy E1-5a).

Objective H1-3 - Coordinate land use decisions and available or projected fiscal resources with a schedule of capital improvements (Table H-1) which maintains adopted LOS standards and meets the existing and future facility needs by implementing Policies H1-3a through H1-3f, among others, upon adoption of this Ordinance.

Policy H1-3a - Land-use decisions shall be consistent with the five-year schedule of Capital Improvements (Table H-1).

Policy H1-3b - Establish level of service standards for public facilities which are within the jurisdiction of the City of Mary Esther. The standards found in the other elements of this Ordinance are reproduced here:

Roadways		
Local:	Minimum Operating	LOS-C
	(Reference Policy B1-1a)	
State and County:	(a) Hollywood Boulevard (C.R. 602) through the city	LOS-E
	(b) S.R. 393 (Mary Esther Cut-Off) from S.R. 30 to city limits (north)	LOS-E
	(c) S.R. 30 (U.S. 98) from Hurlburt Field to city limits (east)	LOS-D
	(d) And all other arterials and collector roads	LOS-D
	(Reference Policy B1-2a)	
Sanitary Sewer	100 gallons/capita/day (reference Policy D1-1c)	
Solid Waste	5.0 lbs/capita/day (reference Policy D2-1e)	
Drainage	a. Retain the first inch of run-off on-site; and	
	b. Post development run-off shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with a 24-hour duration.	
	(Reference Policy D3-2c)	
Potable Water	100 gallons/capita/day (reference Policy D4-1b)	
Recreation Open Space	1 acre/1,000 population (reference Policy F1-3b)	
Public School Facilities	Level of Service (LOS) Standard: Consistent with the Interlocal Agreement, the uniform, district- wide level of service standards are set as 100% of the Department of Education (DOE) permanent capacity for Elementary, Middle, and High schools and for Special Purpose schools.	

Amendments to the LOS standards shall be governed by Policy I1-1e. (reference Policy I1-5a)

Policy H1-3c - Provide for the availability of public facilities to serve developments for which development orders were issued prior to the adoption of this Ordinance. *Note:* No development orders have been issued absent the necessary public facilities to serve the development prior to the adoption of this Ordinance.

Policy H1-3d - The fiscal resources of the City of Mary Esther will be used, to the extent necessary, to maintain LOS standards and support the five-year schedule of Capital Improvements (Table H-1).

Policy H1-3e - Provide for the availability of public facilities and services needed to support development concurrent with the impacts of such development subsequent to the adoption of this Ordinance. Reference Objective A1-2.

Policy H1-3f – The City hereby adopts an annual Comprehensive Plan review and goal setting process to review the development activities within the City of Mary Esther and to review the level of service conditions for the City. To ensure the Comprehensive Plan remains effective and responsive, the City Council will review its goals and objectives during an annual goal-setting session in conjunction with its Capital Improvements planning. This goal setting and review process will contain the following elements:

1. Staff Progress Report – City staff will present accomplishments, challenges, and relevant data from the previous year, including concurrency status, capital project updates, and any legislative changes affecting the Plan.

2. City Council Review and Prioritization - The City Council will review staff findings, assess progress toward Plan objectives, and set priorities for the upcoming year. This may occur during a regularly scheduled Council meeting or a special session dedicated to long-range planning.

3. Capital Improvements Coordination - The annual goal-setting session will coincide with the City's update of the Capital Improvements Element. Proposed infrastructure projects must align with the Plan's Goals, Objectives, and Policies, as well as available funding sources and concurrency requirements.

4. Public Engagement – Notice will be provided to residents and stakeholders. The public will have opportunities to comment on proposed priorities or highlight emerging issues. Any additional outreach methods such as open houses or surveys shall be selected based on community needs and available resources.

5. Plan Amendment Consideration – The City Council shall identify areas of this Ordinance needing formal updates. Staff will initiate amendments according to state procedures.

(reference Policies B1-3c, C1-1b, E1-8d, F1-2a, G1-1a, and H1-1a)

Objective H1-4 - Future development will bear a proportionate cost of facility improvements necessitated by the development in order to adequately maintain adopted LOS standards. Regulations will be included within the LDC, and the regulations will include methods of assessment. The methods will include a series of variables based upon the size, character, type, and location of the development and the development's impact upon all City systems as well as the benefits the development is anticipated to receive from such systems.

Policy H1-4a - Provide for assessing new developments a pro rata share of the costs necessary to finance public facility improvements necessitated by development in order to adequately maintain adopted level of service standards in the Land Development Code (LDC). The pro rata share of cost necessary to finance public facility improvements will be determined based upon the size of the proposed development, the land uses associated with the proposed development, the impact the land uses are projected to have on public facilities and services upon occupancy of the development, the benefits expected to be received by the development, and the maintenance of LOS standards for all facilities impacted by the development.

Policy H1-4b - Include requirements within the LDC that exact physical improvements to impacted systems (roads, utilities, etc.) by new developments or the redevelopment of existing facilities. This policy will be implemented through the City's permitting and inspection process.

Objective H1-5 - The City of Mary Esther will provide or require provision of needed improvements identified in the other chapters of this Ordinance and will manage the land development process so that public facility needs created by previously issued development orders or future development do not exceed the ability of the City to fund and provide or require provision of the needed capital improvements upon adoption of the LDC (reference Objective H1-4 of this ordinance).

Policy H1-5a - A capital budget will be adopted by the City Council as a part of the annual budgeting process. The Capital Budget (Capital Improvement Program) will be developed using this element as a directory. The Capital Improvement Program will include general government (general fund) projects as well as capital projects of the various enterprise operations of the City. However, budgeting and programming these projects can be done on a "fund by fund" basis.

Policy H1-5b - Use the City of Mary Esther's fiscal policies to direct expenditures for capital improvements which ensure the implementation of the Goals, Objectives, and Policies of the other plan elements in this Ordinance.

Policy H1-5c - The City will implement the Concurrency Management System described in Objective A1-2 of this ordinance (also, see Policies H1-3b and H1-4b) upon adoption of

the LDC.

Objective H1-6 - Ensure that future needs for public school facilities are addressed consistent with the adopted Level of Service (LOS) standards by managing the timing of preliminary residential subdivision plat approvals, approval of site plans for residential and residential mixed-use developments, or their functional equivalent, to ensure that adequate school capacity is available consistent with the adopted LOS standards for public school concurrency.

Policy H1-6a - Consistent with the Interlocal Agreement, the School Board and City agree to the following standards for school concurrency:

TYPE OF SCHOOL	LEVEL OF SERVICE
Elementary:	Department of Education (DOE) permanent Florida Inventory of School Houses (FISH) capacity
Middle:	DOE permanent FISH capacity
High:	DOE permanent FISH capacity
Special Purpose:	DOE permanent FISH capacity

Policy H1-6b - The City shall ensure that future residential and residential mixed-use development pays a proportionate fair share of the costs of capital facility capacity needed to accommodate new residential uses and to assist in maintaining adopted LOS standards via legally available and appropriate methods for school facilities.

Policy H1-6c - The City hereby incorporates by reference the most current version of the School Board's School Master Facilities Plan prepared by the Okaloosa County School District/Facilities Division utilizing data from the Florida DOE that includes school capacity sufficient to meet anticipated student demands projected by the City, in cooperation with the County and consultation with the School Board's projections of student enrollment based on the adopted LOS standards, which shall be applied on a district-wide basis for all schools of the same type.

The City, in cooperation with the School Board, shall annually update the Capital Improvements Element by adopting by reference the School Board's financially feasible Work Plan, to ensure maintenance of a financially feasible capital improvements program and to ensure LOS standards will continue to be achieved and maintained during the five-year planning period.

Policy H1-6d - The 5-year schedule of improvements ensures the LOS standards for public schools are achieved and maintained within the period covered by the 5-year schedule. After the first 5-year schedule of capital improvements, annual updates to the

schedule shall ensure LOS standards are achieved and maintained for subsequent 5-year schedules of capital improvements by the addition of a new fifth year to address any deficiencies and to meet future needs.

Policy H1-6e - No later than December 1 of each year, the City will update this Capital Improvements Element to incorporate the upcoming five years of the School Board's Capital Improvements Program. The City and the School Board will coordinate during updates or amendments to the City's Comprehensive Plan and updates or amendments to long-range plans for School Board facilities.

Policy H1-6f - The City shall ensure maintenance of the financially feasible capital improvements program and ensure LOS standards will continue to be achieved and maintained for subsequent 5-year schedules of capital improvements by the addition of a fifth year.

Policy H1-6g - The City's strategy, in coordination with the School Board/District for correcting existing deficiencies and addressing future needs includes:

a. Implementation of a financially feasible 5-year schedule of capital improvements to ensure LOS standards are achieved and maintained.

b. Identification of adequate sites for funded and planned schools.

c. Potential amendments to the LOS standards shall be considered at least annually at the staff working group meeting to take place no later than April 15th of each year. If the School Board proposes an amendment, it shall be accomplished by the execution of an amendment to the Interlocal Agreement by all parties and the adoption of amendments to each Comprehensive Plan. Impacts to adjacent communities shall be considered in the recommendations of the working group. The amended LOS shall not be effective until all plan amendments are effective and the amended Interlocal Agreement is fully executed. No LOS shall be amended without showing that the amended LOS is financially feasible, supported by adequate data and analysis, and can be achieved and maintained within the period covered by the first 5 years of the Work Plan. After the first 5-year schedule of capital improvements, capacity shall be maintained for subsequent 5-year schedules of capital improvements.

d. The City will collaborate and cooperate with the School Board to determine the necessity to establish alternate funding sources within the next year's cycle of the Work Program and Capital Improvements schedule adoption process. Uniform district-wide concurrency standards by school type must be maintained. This Policy shall not be interpreted or construed to obligate or require the City to fund the School Board Work Plan.

INVENTORY OF CAPITAL IMPROVEMENTS

Table H:1 - City of Mary Esther Capital Improvements Plan

Project	Budget Year						
	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	Funding Source	Project Total
New City Hall	$3,004,491	$0	$0	$0	$0	General Fund and Loan	$3,004,491
Azalea Park Neighborhood Infrastructure Improvements	$7,493,600	$0	$0	$0	$0	General, Utilities, and Sales Tax Funds; Water and Sewer Loans and State Grant	$7,493,600
North Bryn Mawr Park ADA and Safety Improvements	$30,000	$0	$0	$0	$0	General Fund	$30,000
Elliott Park ADA and Safety Improvements	$42,000	$0	$0	$0	$0	General Fund	$42,000
Christobal Waterfront Park	$3,000,000	$0	$0	$0	$0	Okaloosa County and Bed Tax Allocation	$3,000,000
Ray's Pond Rehabilitation	$1,110,200	$0	$0	$0	$0	Sales Tax fund and State Loan	$1,110,200
Okaloosa County Sewer Force Main - Planning Phase	$435,000	$0	$0	$0	$0	Utilities Fund and State Grant	$435,000
Okaloosa County Sewer Force Main Engineering Phase	$0	$3,465,000	$0	$0	$0	Sewer Loan and Other Loans	$3,465,000
Okaloosa County Sewer Force Main – Construction	$0	$0	$0	$0	$25,525,000	State Revolving Loan Fund, State and Federal Grants	$25,525,000
Library HVAC Replacement	$20,000	$0	$0	$0	$0	General Fund	$20,000
Spray/Squeegee Machine	$70,000	$0	$0	$0	$0	General Fund	$70,000
Street Sweeper	$230,000	$0	$0	$0	$0	General Fund	$230,000

Project	Budget Year						
	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	Funding Source	Project Total
Harley Rake Attachment	$10,000	$0	$0	$0	$0	General Fund	$10,000
Well #1 Fence	$15,000	$0	$0	$0	$0	General Fund	$15,000
High-Accuracy GIS Mapping Unit	$10,000	$0	$0	$0	$0	General Fund	$10,000
Pavement Management - Area 2 (Mary Esther Manor)	$100,000	$0	$0	$0	$0	General Fund	$100,000
Pavement Management – Area 4 (Bryn Mawr)	$0	$175,000	$0	$0	$0	General Fund	$175,000
Pavement Management – Area 1 (Springdale, Oak Tree, and Scottsdale)	$0	$0	$150,000	$0	$0	General Fund	$150,000
Pavement Management - Area 3 (Azalea, Brewer, E. Highway 98)	$0	$0	$0	$400,000	$0	General Fund	$400,000
Pavement Management - Area 5 (Christobal, Andalusia, S. Highway 98)	$0	$0	$0	$0	$150,000	General Fund	$150,000
Sidewalk Improvements	$10,000	$10,500	$10,000	$10,000	$10,000	General Fund	$50,500
Water Distribution Improvements	$83,000	$88,400	$94,070	$98,024	$75,000	Utilities Fund	$438,494
Sewer Collections Improvements	$131,000	231,000	$210,000	$220,500	$231,525	Utilities Fund	$1,024,025
Northwest Stormwater Ditch	$0	$1,644,700	$0	$0	$0	Sales Tax Fund	$1,644,700
Advanced Metering Infrastructure (AMI)	$0	$650,000	$0	$0	$0	Water Loan	$650,000
Mary Esther Boulevard	$0	$216,000	$0	$0	$0	General Fund	$216,000

Project	Budget Year						
	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	Funding Source	Project Total
Beautification							
Public Works Roof Replacement	$0	$120,000	$0	$0	$0	General Fund	$120,000
Oak Tree Nature Park Rehabilitation	$0	$180,000	$0	$0	$0	Geneal Fund	$180,000
Community Facilities Beautification	$0	$157,000	$0	$0	$0	General Fund	$157,000
Highway 98 Water Main Replacement	$0	$5,193,983	$0	$0	$0	State Grant	$5,193,983
Vehicle Replacement	$0	$60,000	$125,000	$50,000	$50,000	General Fund	$285,000
Waterfront Park Development	$0	$0	$20,000	$0	$0	General Fund	$20,000
Oak Tree Park Neighborhood Infrastructure Improvements	$0	$0	$0	$5,364,618	$0	Sales Tax Fund, Water and Sewer Loans	$5,364,618
Funding Total	$15,794,291	$12,191,583	$609,070	$6,143,142	$26,041,525	N/A	$60,779,611

Data Source: City of Mary Esther
Date Prepared: 11/2024

ELEMENT I - PUBLIC SCHOOL FACILITIES GOALS, OBJECTIVES, AND POLICIES

The following represents the Public School Facilities Goals, Objectives, and Policies of the City of Mary Esther. The purpose of this element is to ensure the plans and activities of the City and the Okaloosa County School District are coordinated, compatible, and consistent with the needs of both. While there is but one public school in Mary Esther and no additional schools are planned or expected during the planning period and beyond, there is a need and requirement for the District and the City to cooperate on various land use issues affecting either the City or the District.

GOAL I1

Cooperate and coordinate with the District and School Board (District and Board) to ensure high-quality public school facilities which meet the existing and future needs of the City's population.

Objective I1-1 - Consistent with the Interlocal Agreement with the Okaloosa County School Board, the City shall implement and maintain mechanisms designed to closely coordinate with the District in order to provide consistency between this Comprehensive Plan and the public schools facilities programs, such as, but not limited to:

Improved student access and safety by coordinating the District's improvements and/or expansion of Mary Esther Elementary School with the City's road and sidewalk construction programs;

The location and design of school facilities and City facilities to take advantage of shared-use opportunities;

The expansion and rehabilitation of Mary Esther Elementary School so as to support/enhance neighborhoods; and

Improved efficiencies by the City and the District.

Policy I1-1a - Manage the timing of new residential and mixed-use development to coordinate and be consistent with adequate school capacity. The City may use the lack of school capacity as a basis for denial of applications for development approval which cannot demonstrate adequate capacity in the impacted schools.

Policy I1-1b - In cooperation with all parties to the Interlocal Agreement for Public School

Facility Planning, as required by §1013.33, F.S., the City will participate and fulfill its responsibilities thereunder. The Agreement includes procedures for:

Joint meetings;

Student enrollment and population projections;

Coordinating and sharing of information;

School site analysis;

Supporting infrastructure;

Comprehensive Plan amendments, rezoning, and residential and mixed-use development approvals;

Education Plant Survey and Five-Year District Facilities Work Plan that includes the Capital Facilities Plan (Work Plan);

Implementation of school concurrency, including levels of service standards, concurrency service areas, and proportionate fair share mitigation;

Co-location and shared use;

Oversight process; and

Resolution of disputes.

Policy I1-1c - If desired by the District, the City will include a representative of the District as a non-voting member of the LPA, as required by §163.3174, F.S.

Policy I1-1d - The City will coordinate with the District regarding the annual review of school enrollment projections and for the actions and activities provided in Element G (Intergovernmental Coordination) of this Plan.

Policy I1-1e - The City's strategy for correcting deficiencies, if any, and addressing future needs includes coordination with the School Board and District to accomplish:

Implementation of the District's financially feasible Capital Improvements Program to ensure Level of Service (LOS) standards are achieved and maintained.

Potential amendments to the LOS for schools shall be considered at least annually at the staff working group meeting to take place no later than April 15th of each year. If the District proposes an amendment identified through the financially feasible Work Plan, it shall be accomplished by the execution of an amendment to the Interlocal Agreement by all parties. The adoption of such amendments must be included in the comprehensive plans of all parties to the Agreement, including the City of Mary

Esther. Impact to adjacent communities shall be considered in the recommendations of the working group. The amended LOS shall not be effective until all local government plan amendments are effective and the amended Interlocal Agreement is fully executed.

No LOS shall be amended without showing that the revised LOS is financially feasible, supported by adequate data and analysis, and can be achieved and maintained within the period covered by the first five years of the Work Plan. The Work Plan shall be updated annually, as required by law, and the LOS shall be maintained throughout the period covered by the Work Plan.

Consideration and establishment, by the District, of impact fees in order to generate additional revenue to help fund school improvements.

Objective I1-2 - Preserve the character and neighborhood design through effective design and facility siting at Mary Esther Elementary School. Encourage the siting and design of improvements or expansions of the school so that it serves as a community focal point and remains compatible with surrounding land uses.

Policy I1-2a - The City will continue to work with the School District to ensure that any changes to Mary Esther Elementary School are consistent with this Plan, the City's rules and regulations, and the Interlocal Agreement for Public School Facility Planning.

Policy I1-2b - Changes to Mary Esther Elementary School shall be governed by Objective A1-10 and the policies thereunder, as applicable.

Policy I1-2c - The City shall continue its efforts to maintain and improve its network of sidewalks and trails so as to reduce hazardous walking conditions consistent with Florida's Safe Routes to School program. In addition, the City, in cooperation with the School District, shall coordinate and work with the Okaloosa-Walton TPO Long Range Transportation Plans to ensure funding for continued and improved safe access to the school.

Policy I1-2d - The City and the School District will jointly determine the need for and timing of on-site and off-site improvements (including supporting infrastructure) necessary to support any proposed renovations, expansion, or closure of Mary Esther Elementary School, and will enter into a written agreement as to the timing, location, and the entity(s) responsible for constructing, operating, and maintaining required improvements.

Policy I1-2e - The City will coordinate with Okaloosa County School District and Okaloosa County to explore the development of a new primary access drive for Mary Esther Elementary School from Hollywood Boulevard to alleviate congestion on Miracle Strip Parkway/Highway 98 caused by school arrival and dismissal and to improve safety.

Objective I1-3 - Encourage sustainable design and improvements to Mary Esther Elementary School.

Policy I1-3a - Coordinate with the School Board to improve the opportunities for shared use of school facilities and enhance the potential of the school for public recreation use.

Policy I1-3b - Encourage the School Board to use sustainable design and performance standards for any planned improvements to the school so as to reduce the facility's lifetime costs.

Objective I1-4 - Coordinate requests for changes to the adopted Future Land Use Map, rezonings, approval of or modification to subdivision plats, and site plans for proposed developments with a residential component with adequate school capacity. This will be accomplished by recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of adequate public schools and the City's authority for land use, including the authority to approve or deny requests for Plan amendments, rezonings, subdivision plats, or site plans that generate students and impact the School District.

Policy I1-4a - The City shall coordinate anticipated student growth based on this Comprehensive Plan and the School Board's long-range facilities needs and plans over time.

Policy I1-4b - The City shall take into consideration the School District's comments and findings of available adequate school capacity when considering the decision to approve Plan amendments and other land use decisions as provided for in §163.3177(6)(a), F.S. This will be accomplished during the public hearing process at the LPA level through participation by the District on the LPA.

Policy I1-4c - Where capacity will not be available to serve students from a property subject to a land use change, the City will coordinate with the District to ensure adequate capacity is planned and funded in the Concurrency Service Area (CSA) of the assigned school(s) or in an adjacent CSA. To ensure adequate capacity is planned and funded, the District's long-range plan (5, 10, and 20-year periods) should be amended to reflect the needs created by the Plan amendment.

Objective I1-5 - Implement school concurrency and manage the timing of developments that generate public school students so as to assure adequate school capacity is available consistent with adopted Level of Service standards for public school facilities.

Policy I1-5a - Consistent with the Interlocal Agreement, the City and School Board agree to the following standards for school concurrency:

Level of Service (LOS) Standard: Consistent with the Interlocal Agreement, the uniform, district-wide Level of Service standards are set as 100% of the Department

of Education (DOE) permanent capacity for Elementary, Middle, and High schools and for Special Purpose schools. Amendments to the LOS standards shall be governed by Policy I1-1e.

Concurrency Service Areas: The Concurrency Service Areas shall align with primary, intermediate, and secondary school attendance zones that serve residents of the City of Mary Esther. In each Concurrency Service Area, the proposed project must meet school concurrency for the primary, intermediate, and secondary school levels within the attendance zones where the project is located. Amendments to the service areas shall be governed by Policy I1-1e.

Maximizing Concurrency Service Areas: Concurrency Service Areas shall maximize capacity utilization, taking into account transportation costs, limiting student travel times, student safety, and all other relevant factors as determined by the state standards on maximization of capacity.

Student Generation Rates: Consistent with the Interlocal Agreement, District staff and City staff will develop and apply student generation multipliers for residential units by type and projected price for schools of each type, considering past trends in student enrollment in order to project school enrollment. The generation rates shall be determined by the School Board in accordance with professionally accepted methodologies and shall be reviewed at least every two years and changed when necessary.

Policy I1-5b - The City's Land Development Code (regulations) shall include provisions that require all proposed residential units be reviewed for school concurrency at the time of final subdivision plat or residential/mixed-use site plan review. The City shall not deny such final subdivision plat or site plan approvals due to a failure to achieve and maintain the adopted LOS where:

Adequate school facilities will be in place or under construction within three years after the approval of the plat or site plan; or,

Adequate school facilities are available in an adjacent CSA and the impacts of the development can be shifted to that area; or,

The applicant/developer executes a legally binding agreement to provide mitigation proportionate to the demand for facilities to be created by the actual impact of the proposed development, as provided in the Interlocal Agreement.

In evaluating a subdivision plat or site plan for concurrency, any relevant programmed improvements in the first three years of the 5-year schedule of improvements shall be considered available capacity for the project and factored into the LOS analysis. Any relevant improvements in years 4 or 5 of the schedule shall not be considered available capacity unless funding for the improvement(s) is ensured

through School Board funding to accelerate the project, through proportionate share mitigation, or other means of ensuring adequate capacity will be available within 3 years. Relocatable classrooms may provide temporary capacity while funded facilities are being constructed.

Policy I1-5c - If the District comments or finds that there is not sufficient capacity in an affected CSA to accommodate the impacts from a proposed development, the following standards apply:

The final subdivision plat or site plan must be delayed to a date when capacity enhancement and the LOS can be ensured; or,

The final plat or site plan must provide capacity enhancement sufficient to meet its impacts through proportionate share mitigation; or,

Approval of the final plat or site plan is conditioned on the delay of permits for vertical construction to a date when capacity enhancements and LOS can be ensured.

The amount of mitigation required shall be determined by the Department of Education's most current cost per student station applicable to the City of Mary Esther.

Policy I1-5.4d - Options for providing proportionate share mitigation for any project that triggers a failure to maintain the adopted LOS for schools shall include the following:

Contribution of, or payment for, acquisition of new or expanded school sites or facilities; and/or,

Construction or expansion of permanent school facilities; and/or,

Creation of a mitigation bank serving the designated area(s) based on the construction of a public school facility or component.

Mitigation shall be directed to projects on the District's 5-year Capital Facilities Plan that the School Board agrees will satisfy the demand created by the development approval, and shall be ensured by a legally binding agreement between the School Board, the City, and the applicant executed prior to approval of a final plat or site plan or functional equivalent. If the School Board agrees to the mitigation, the Board must commit in the Agreement to place the improvement required for mitigation on its 5-year Capital Facilities Plan. The Agreement must also include the applicant's commitment to continuing renewal of the agreement for required mitigation until all impacts to the school facilities created by the actual development are mitigated.

Policy I1-5e - The amount of mitigation required shall be determined by calculating the number of student stations for each school type for which there is insufficient capacity

using the student generation rates applicable to a particular type of development and multiplying by the local costs per student station for each school type applicable to the City of Mary Esther, as determined by the School Board.

Objective I1-6 - The City will cooperate with the School Board in the Board's efforts to study the feasibility of the potential use of impact fees as a way to generate funds needed to defray the costs of new development on the school system and the impact on land use as such affects the ability of the Board to provide adequate facilities, as needed.

Policy I1-6a - In cooperation with the District, the City will make decisions regarding the use and amount of school impact fees, if any.

Objective I1-7 - The City shall monitor and evaluate this Element in order to ensure that best practices of the joint planning processes, coordination, and procedures contemplated herein are effective and useful.

Policy I1-7a – City staff shall include in its annual Comprehensive Plan review and goal setting session an evaluation of this Element and shall promulgate any recommendations deemed appropriate to modify and improve the Element and its desired outcomes.

Policy I1-7b - The City and the School Board will coordinate during updates or amendments to this Comprehensive Plan and updates or amendments for long-range plans for School Board facilities.

PROPERTY RIGHTS ELEMENT

The purpose of the Property Rights Element is to implement the requirements of House Bill 59, signed by the Governor on June 28, 2021. The bill modified Chapter 163.3177, Florida Statutes (F.S.), to require local government comprehensive plans to contain a Property Rights Element. The purpose of the Element, per Chapter 163.3177(i), is to identify property rights that shall be considered in local decision-making.

GOAL J1

The City of Mary Esther's goal is to respect judicially acknowledged and constitutionally protected private property rights.

Objective J1-1 – The City shall consider property rights during local decision-making processes.

Policy J1-1a - The right of a property owner to physically possess and control his or her interest in the property, including easements, leases, or mineral rights.

Policy J1-1b - The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy J1-1c - The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy J1-1d - The right of a property owner to dispose of his or her property through sale or gift.

Objective J1-2 - People have the right to participate in planning and development decisions that affect their lives and property. The City of Mary Esther's decision-making will be transparent so that all people may participate in decisions that affect their lives and property.

Policy J1-2a - When the City amends this Comprehensive Plan, changes zoning designations, or considers development orders of significant impact, a public hearing shall be held in accordance with these policies. The applicant shall provide a certified list of property owners within a 300-foot radius of the subject parcel(s). The City shall use this list to send mailed notices and shall post a sign on the property.

Policy J1-2b - All hearings under Policy J1-2a shall be public, and any affected person may present or rebut evidence. Hearing procedures shall provide equal opportunity for

all affected persons to be heard. No party, including the applicant, shall receive more time or advantage in presenting evidence than any other party.

Policy J1-2c - The City shall mail a notice to all property owners and residents within the 300-foot radius at least 14 days before the scheduled hearing. The notice shall include the hearing date, time, and place, as well as a brief description of the proposed action.

Policy J1-2d - At least 14 days before the hearing, the City shall post a sign on each property frontage affected by the request, stating the hearing date, time, place, and the nature of the request.

Policy J1-2e - The City shall regularly evaluate and implement the most effective and cost-efficient methods of providing public notice permitted under Florida Statutes, including considering alternatives to traditional newspaper publication.

Section A:
Future Land Use Element

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INTRODUCTION AND PURPOSE

The purpose of the Future Land Use Element is to enhance the quality of life of the City of Mary Esther's residents through the provision of adequate housing, commerce, services, infrastructure, conservation of natural resources, promotion of economic development, and reduction of conditions that lead to incompatible land uses and hazards (see **Map A:1** for City Location map). This Element was formulated to be consistent with relevant sections of Chapter 163, Florida Statutes (F.S.); Part III, Chapter 169, F.S., and the Emerald Coast Regional Council's Strategic Regional Policy Plan. The Future Land Use Element sets forth the physical plan for the future development of the City of Mary Esther. It describes the appropriate location for future land uses and promulgates the policies regulating the location and development of all land uses. It also sets forth not only the density and intensity of land uses appropriate for all locations, but also considers other factors at the time of adoption that affect land use development. Current trends are then incorporated into projected demand over two planning horizons, 2040 and 2050, to understand future development trends.

Future Land Use is distinct from the Zoning Ordinance and Existing Land Use. While Zoning and Existing Land Use are mentioned in this Comprehensive Plan, they are more fully developed in the Land Development Code. Zoning is established within the Land Development Code to guide development, use, and aesthetic standards. The Existing Land Use refers to the current (existing) on-the-ground development or vacancy, as determined by the Florida Department of Revenue (FDOR).

Future Land Use
Defines general intended use for a designated area and associated development densities and intensities.

Zoning
Defines allowable uses and their development standards.

Existing Land Use
Current on-the-ground development as defined by the Department of Revenue.

While each Element within the Comprehensive Plan is important, the Future Land Use Element is arguably the most important. It must be consistent with all other Comprehensive Plan Elements and articulate the Goals, Objectives, and Policies of these other Elements in the form of specific land use policies.

INVENTORY OF FUTURE LAND USE DISTRICTS

According to the U.S. Census Bureau, The City of Mary Esther covers approximately one and a half (1.5) square miles. The Future Land Use Map (FLUM) indicates the proposed location and distribution of future land uses intended to guide the development of the City of Mary Esther. All policies contained within the Comprehensive Plan and the Land Development Code must be consistent with the Future Land Use Maps contained in this adopted plan.

Table A:1 indicates the amount of land included in the City of Mary Esther's various future land use categories as of the preparation of this planning document. The updated future land uses effective upon the adoption of this plan are depicted on the Future Land Use Map (**Map A:2**). The total amount of land included in the updated Future Land Use Map are included in **Table A:10**.

The Existing Land Use Map (**Map A:3**) describes the location and distribution of existing land uses in the City of Mary Esther.

Table A:1 – Approved Future Land Use Classifications by Acreage (2024)

Future Land Use (FLU)	Acres
Low Density Residential (LDR)	465.3
Medium Density Residential (MDR)	17.0
Commercial Use (C)	191.2
Recreational Use (REC)	10.6
Conservation (CON)	2.7
Public Lands (PL)	51.2
Recreation/Conservation (REC/CON)	33.9
Total	772.0
Data Source: Mary Esther FLUM, Updated through Ord. 2024-05 Date Prepared: 2/2025	

Descriptions of Future Land Use Districts

The following table describes the historic future land use categories with related use and development intensity information. **Table A:9** in the Opportunities section provides the revised and potential new Future Land Use categories needed based on the data and analysis.

Table A:2 –Approved Descriptions of Future Land Use Classifications

Future Land Use	Future Land Use Information (Historic)			
	Purpose	Density: Dwelling Units (DU) per Acre	Density: Floor Area Ratio (FAR)	Uses Permitted
Low-Density Residential	Provides areas for low-density residential uses and compatible ancillary uses.	Up to 5.51	Not applicable	Single-family homes; compatible ancillary uses under stipulated conditions.
Medium-Density Residential	Allows for moderate-density residential developments, including high-density zoning districts.	Up to 10.0	Not applicable	Multifamily housing; compatible ancillary uses under stipulated conditions.
Mixed Use	Integrates residential and commercial uses with flexibility in structure and layout.	Up to 20.0 (Residential)	Maximum FAR of 1.92	Mixed-use buildings (e.g., commercial on first floor, residential above); multiple buildings under unified control.
Commercial	Provides areas for commercial development with appropriate intensities.	Not applicable	Maximum FAR of 1.92	Retail, offices, services, and other commercial uses as regulated by the City Code.

Future Land Use	Future Land Use Information (Historic)			
	Purpose	Density: Dwelling Units (DU) per Acre	Density: Floor Area Ratio (FAR)	Uses Permitted
Industrial	Areas designated for industrial development.	Not applicable	Maximum FAR of 1.92	Manufacturing, warehousing, and other industrial uses as regulated by the City Code.
Recreational	Preserves land for recreational use and community enjoyment.	Not applicable	Not applicable	Parks, playgrounds, and recreational facilities.
Conservation	Protects environmentally sensitive lands and natural resources.	Not applicable	Not applicable	Wetlands, floodplains, and other conservation lands; minimal development permitted.
Public Lands	Accommodates public facilities and institutions.	Not applicable	Not specified	Educational facilities, public buildings and grounds, and other public uses.

Additional Special Districts

Military Influence Planning Areas (MIPAs)

Military Influence Planning Areas (MIPAs) are established to manage development and redevelopment activities in proximity to Eglin AFB and Hurlburt Field. These areas are identified as critical zones where specific land use controls are necessary to minimize conflicts between civilian development and military operations. The MIPAs include zones affected by noise contours, height restrictions, flight safety areas, and potential radio frequency interference zones.

Lighting Impacts on Military Operations

Artificial lighting within MIPAs poses significant risks to military night training operations. Unshielded lighting can create glare, sky glow, and light trespass, which interfere with pilots' night vision equipment and disorient aircrews during training missions. For example:

- **Glare:** Bright, unshielded lighting can obscure pilots' ability to detect ground-based features or safely execute maneuvers.
- **Sky Glow:** Increased urban lighting diminishes the effectiveness of military night vision training essential for Special Operations missions conducted from Hurlburt Field.

Existing lighting ordinances in other regions, such as those around Naval Air Station Whiting Field, have proven effective in mitigating these risks by requiring shielded fixtures that focus light below the horizontal plane.

Height Obstructions

The military uses defined approach, transition, horizontal, and conical airspace surfaces to ensure the safety and operational efficiency of aircraft. Structures penetrating these surfaces compromise safe navigation and may render airfields unusable under certain conditions, such as low cloud ceilings. Specific issues include:

- **Obstruction of flight paths**: Buildings or towers that exceed allowable height limits force pilots to modify their approach, potentially reducing airfield accessibility.
- **Line-of-sight interference**: Tall structures can obstruct radar and communication signals, which are critical for operational coordination during training and mission execution.

A study conducted by the Air Force in 2006 established height thresholds for Okaloosa County, ensuring unobstructed flight paths for Eglin and Hurlburt operations. Adherence to these thresholds is vital for continued military readiness.

Radio Frequency Interference (RFI)

The bandwidth between five-point-four (5.4) and five-point-nine (5.9) GHz is heavily utilized by Eglin AFB for radar tracking, communications, and beacon systems. Civilian devices operating within this range, such as wireless LANs and cordless phones, have been documented to disrupt military operations. Examples include:

- **Test mission failures**: Signal interference during radar testing has delayed or canceled critical military evaluations.
- **Regional risk zones**: The entire City of Mary Esther falls within the fifty (50) mile RFI mitigation buffer zone established by Eglin AFB, where proactive measures are essential to avoid signal disruptions.

Educational initiatives on RFI, such as distributing informational handouts to developers, have proven effective in reducing civilian-military conflicts in nearby jurisdictions.

OPPORTUNITIES AND NEEDS

This section of the Future Land Use Element summarizes existing conditions, potential development trends, and problems. Included in the first category - natural conditions affecting land use - are factors such as soil suitability to topography and the presence of natural resources, which may act as impediments or stimulants to growth. The second category - demographic, economic, and infrastructure conditions - is comprised of factors such as population; potable water availability; urban services including sewage, solid waste disposal, and transportation access; and the presence of historic resources. Approaches to managing the City of Mary Esther's growth and development will be based largely on these analyses. Conditions that place limits on development potential of the local areas are examined.

Natural Conditions Affecting Land Use

The City of Mary Esther's major resource is its proximity to the Santa Rosa Sound. Natural amenities, such as water features and parks, serve as recreational assets which attract development as well as visitors to the City. Surface waters are discussed in detail within the Conservation Element, while recreational resources are included in the Recreation and Open Space Element. No agricultural land or rangeland areas exist within the City limits. There are also no significant mineral or petroleum deposits within the City.

Topography and Physiography: The City of Mary Esther is located within the Panhandle Coastal Lowlands physiographic region (**Map A:4**) where the elevation ranges from sea level to five (5) feet above mean sea level along the coast to thirty-five (35) feet above mean sea level in the northern part of the City. Panhandle Coastal Lowlands consist of coastal deposits and landforms, and topography is generally flat to gently rolling. Natural drainage in the area is basically north to south into the Santa Rosa Sound.

Climate: The City of Mary Esther has long, warm summers and mild winters. Rainfall is abundant and the Gulf of Mexico largely accounts for the mild, moist climate. According to data from the Florida Climate Center, the City of Niceville (the closest station for which data is available) 1991-2020 mean daily average high temperature ranges eighty-nine-point-nine (89.9) degrees in July to sixty-one-point-two (61.2) degrees in January. Average low temperatures range from eighty-point-eight (80.8) degrees in July to forty-nine-point-six (49.6) degrees in January.

Temp	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Max	61.2	64.7	70.2	76.2	83.5	88.2	89.9	89.7	87.1	80.2	70.7	63.8	77.1
Mean	49.6	52.8	58.3	64.6	72.4	78.8	80.8	80.6	77.3	68.4	57.9	52.4	66.2
Min	38	40.8	46.4	53	61.4	69.4	71.7	71.5	67.6	56.5	45.1	41	55.2

Precipitation ranges from a high of nine-point-two (9.2) inches per month on average in August to four-point-six (4.6) inches on average in October, with seventy-three-point-four (73.4) inches annually.

Precipitation	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Total	5.9	5.3	5.4	6.0	3.8	6.8	8.9	9.2	7.0	4.6	5.0	5.7	73.4

General Geology: The geologic formations under the surface of the City are "undifferentiated sediments" of the Pleistocene and Holocene Ages, characterized by sand, clay, and organics (**Map A:5**). More detailed information on the physiographic and geologic foundation of the City of Mary Esther can be found within the Conservation Element.

Hydrology: An analysis of this topic appears in detail in the Infrastructure and Conservation Elements. Included in this section is an analysis of surface water, floodplains, as well as groundwater resources. According to the U.S. Census Bureau, surface water covers approximately four-point-three (4.3) acres of the City of Mary Esther. The National Wetland Inventory shows the City has approximately seventy (70) acres of wetlands. **Map A:6** depicts The City of Mary Esther's wetlands and water bodies. These existing wetland areas are generally undeveloped.

Protecting the quality of surface waters and wetlands is a prime concern of this Comprehensive Plan and is enhanced by the numerous Federal and State regulations governing development and/or protection of these areas. The City has approximately eighty-eight (88) acres of land in the one-hundred (100) year and five-hundred (500) year floodplains combined (**Map A:7**), primarily south of U.S. Highway 98 along the Santa Rosa Sound. Floodplains can provide recreational opportunities and wildlife habitat preservation when maintained as parklands and open space. Development should occur at limited densities and intensities of use and should use construction practices designed to mitigate property damage while at the same time protecting the natural function of the floodplains.

Groundwater is the source of water supply for all uses in the City of Mary Esther and should be strictly protected from development and land uses potentially harmful to the groundwater resource. Provisions should be made to maintain/enhance overall recharge of the sand and gravel aquifer from rainfall. It should be noted, however, that the Floridan Aquifer is not recharged within the City, and the sand and gravel aquifer is not used for potable water purposes.

Soils: Soils are one of the most important factors affecting the development potential of land. Structures cannot be constructed on soils with poor load-bearing capacity unless costly methods are used to overcome the problem. Soil type also determines the applicability of septic tank usage for a given area. Soils with appropriate percolation characteristics not classified as hydric soils can often support septic tanks whereas wet soils cannot. The presence of wet soils is also indicative of the presence of wetland vegetative communities. Wetland communities are discussed in this Element and in the Conservation Element.

The distribution of soils in the City of Mary Esther is shown in **Map A:8**. More details on soil characteristics, including soil associations and descriptions, can be found within the Conservation Element.

Wetlands: There are approximately seventy (70) acres of wetlands in the City of Mary Esther, located in the wooded areas between Anderson Drive and Doolittle Boulevard, along Hollywood Boulevard, and north of U.S. Highway 98 in the southeast corner of the City (**Map A:6**). Local regulations enacted as implementing mechanisms for this Comprehensive Plan will serve to protect these areas in the future.

Demographic, Economic, and Infrastructure Conditions Affecting Future Growth and Development

Population Trends: This section of the Future Land Use Element examines the existing and projected demographic and economic factors influencing the demand for new development within the City. Since Chapter 163 F.S. requires that the Future Land Use Element, as well as all other elements, be consistent with these future development demands (i.e., population projections), this section comprises a critical portion of the Comprehensive Plan.

The University of Florida's Bureau of Economic and Business Research (BEBR) estimates a total City of Mary Esther population of four thousand four hundred ninety-three (4,493) for 2024. **Table A:3** displays the City's total population and growth rate (actual, estimates, and projections) from the U.S. Census Bureau and Shimberg Center estimates/projections beginning with 2030. It should be noted that population estimates are the estimations of a population in a set year, while projections estimate populations into future years.

Table A:3 - The City of Mary Esther Population Growth, 1970-2050

Year	Population Information	
	Population	% Change (10-Year)
1970	3,192	-
1980	3,530	10.6%
1990	4,139	17.3%
2000	4,055	-2.0%
2010	3,851	-5.0%
2020	3,982	3.4%
2030*	5,032	26.4%
2040*	5,580	10.9%
2050*	5,912	5.9%

Data Source: U.S. Census Bureau (1970-2020); *Shimberg Center for Housing Studies (2030-2050)
Date Prepared: 10/2024

Based on Shimberg Center projections, the City of Mary Esther is projected to grow by one thousand fifty (1,050), or twenty-six-point-four percent (26.4%), between 2020 and 2030. By comparison, the state of Florida is projected to grow by three million forty-nine thousand nine hundred twenty-seven (3,049,927) persons, from twenty-one million five hundred thirty-

eight thousand one hundred eighty-seven (21,538,187) to twenty-four million five hundred eighty-eight thousand one hundred fourteen (24,588,114), or fourteen-point-two percent (14.2%), during the same time period.

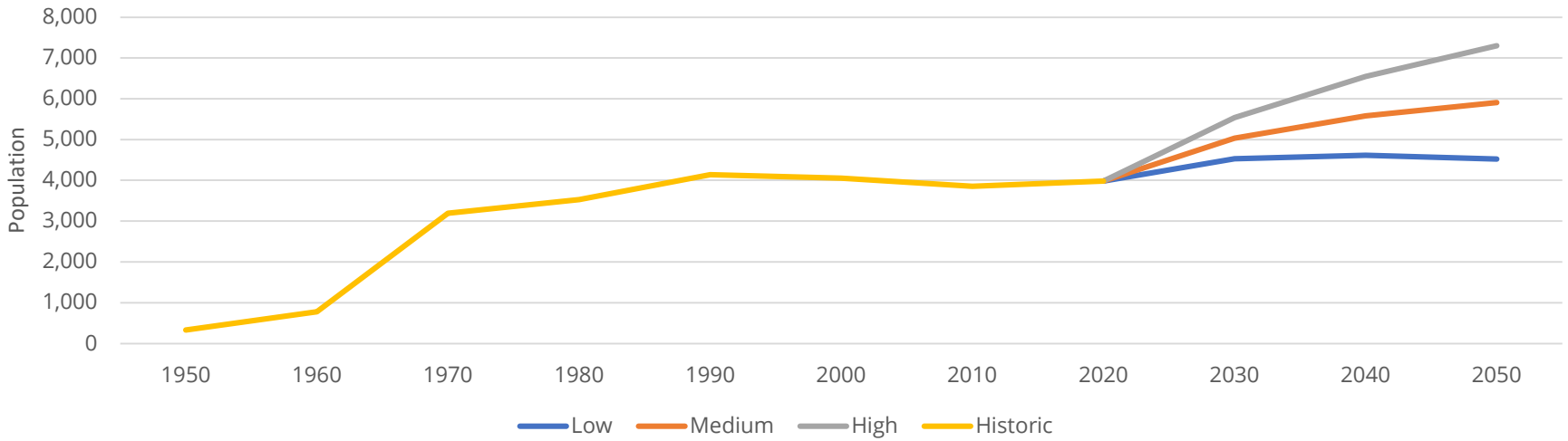
BEBR also calculates low and high population projections (at the county level) to accommodate uncertainties in growth. Trends such as an increase in remote work or growth from development may impact the desirability of the City of Mary Esther. **Table A:4** and **Figure A:1** depict the various low to high population projection scenarios for the City of Mary Esther, Okaloosa County, and the State.

Table A:4 - Population Projections for the City of Mary Esther, Okaloosa County, and Florida, 2030-2050

Geographic Location	Population Projection Scenario								
	2030			2040			2050		
	Low	Medium	High	Low	Medium	High	Low	Medium	High
City of Mary Esther	4,530	5,032	5,536	4,619	5,580	6,544	4,523	5,912	7,301
Okaloosa County	212,900	236,500	260,200	208,500	251,900	295,400	200,600	262,200	323,800
Florida	23,710,600	24,698,500	25,686,500	24,547,500	26,682,000	28,816,600	24,697,200	28,065,000	31,432,800

Data Source: *Projections of Florida Population by County, 2025-2050, with Estimates for 2023*, BEBR
Date Prepared: 10/2024

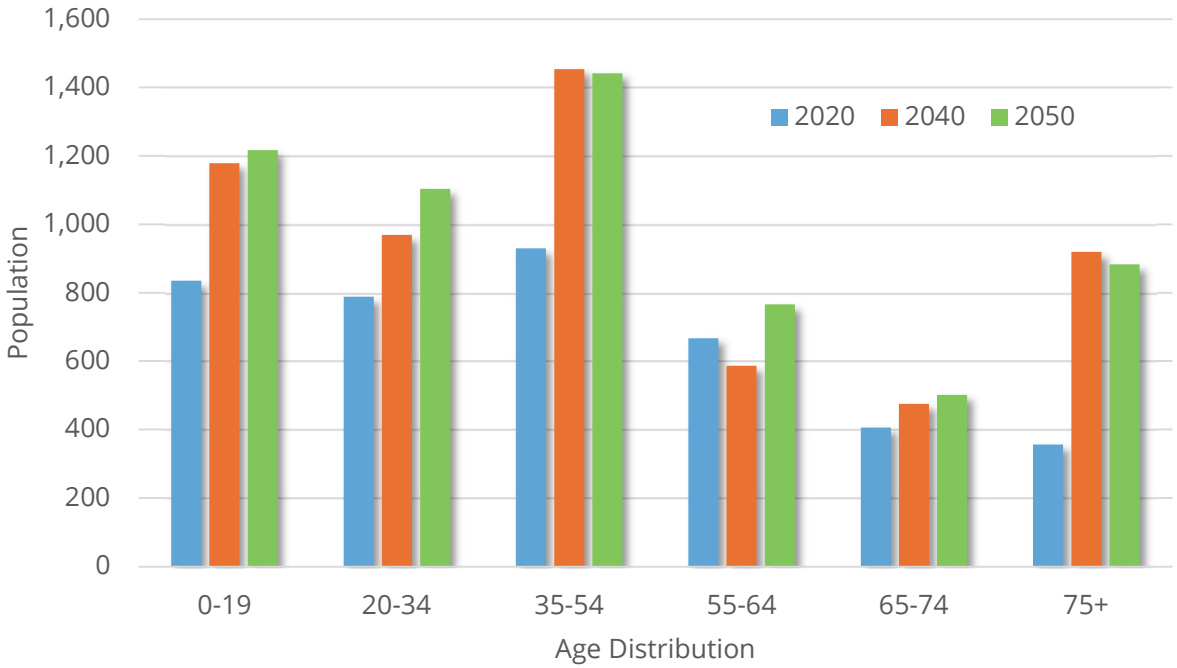
Figure A:1 - Historic Population and Projections



Data Source: *Projections of Florida Population by County, 2025-2050, with Estimates for 2023*, BEBR
Date Prepared: 10/2024

The distribution of Mary Esther's population by age group is depicted in **Figure A:2** for 2020, 2040, and 2050.

Figure A:2 - Age Distribution, 2020, 2040, and 2050



Data Source: Estimates and projections by Shimberg Center for Housing Studies, based on 2010 and 2020 U.S. Census data and population projections by the Bureau of Economic and Business Research, UF
Date Prepared: 11/2024

An analysis of age trends for residents between 2020 and 2050 mirrors national trends towards an increase in the retirement-aged population. The population aged sixty-five (65) years and above, commonly referred to as the retirement population, is anticipated to increase by eighty-three percent (83%), from seven hundred twenty-six (726) to one thousand three hundred ninety-four (1,394) persons between 2020 and 2040. This will have policy implications for the City in areas such as housing, transportation for seniors, senior activity programming, and health care needs.

Transportation Facilities: A good transportation system is necessary for the growth of all communities, both in terms of population growth and economic growth. The system must be safe and ensure the mobility of people, goods, and services to enhance economic growth and preserve an acceptable level of living standards for residents, while at the same time protecting environmental resources.

Roadways: Major roads in the City of Mary Esther include U.S. Highway 98 (SR 30), Mary Esther Boulevard (SR 393), Hollywood Boulevard, and Doolittle Boulevard. More details are included within the Transportation Element.

Currently, according to the NAVSTREETS database, there are thirty-nine and nine-tenths (39.9) miles of paved roadways within the City. Private roadways also exist, both paved and unpaved, in several gated communities where homeowner's associations take responsibility for road maintenance. The City requires that all new private subdivision roads be paved and meet all roadway construction standards.

Commercial Aviation Service: The City of Mary Esther's commercial air travel needs are predominately met by the Destin-Fort Walton Beach Airport (VPS), located approximately twelve (12) miles to the northeast of the City.

Transportation Disadvantaged Program: In compliance with Code of Federal Regulations 49 CFR Part 37, EC Rider's Dial-A-Ride Program (Paratransit Service) is available to individuals with disabilities who are unable, as the result of physical or mental impairment, and without the assistance of another individual, to board, ride, or disembark public transportation for access to life sustaining activities, healthcare, employment, education, shopping, leisure, recreation, or general ventures.

Bicycle and Pedestrian Facilities: Bicycling and walking are tools for healthy lifestyles and means of recreation in addition to being means of transportation. One of the visions outlined in the City of Mary Esther's Vision Plan is to "become a walking and biking city, with a connected network of sidewalks, greenways, and multi-use trails." The Great Northwest Coast Connector is a regional initiative that is continuing to advocate for the construction of bicycle and pedestrian infrastructure along the FDOT-identified SUN Trail network. This long-distance trail can be an economic development tool through recreational tourism.

Sidewalks and greenways can provide greater accessibility for bicyclists and pedestrians. Some smaller scale improvements could also be made to better serve alternative transportation modes. Permanent or temporary protection can be provided at transit stops. Wide streets can be restriped to include bicycle or multi-use paths. Pedestrian crossings at signals can be improved, or midblock crossings added at common crossing points. (*Community Vision Plan: Public Infrastructure Assessment*, October 2022).

Education: Mary Esther Elementary School, Edwins Elementary School, Max Bruner Junior Middle School, and Fort Walton Beach High School (all part of the Okaloosa County School District) serve the City of Mary Esther. **Table A:5** compares educational attainment in The City of Mary Esther, the State of Florida, and the United States as a whole. **Map A:10** shows school locations within The City of Mary Esther.

Table A:5 - Education Level for The City of Mary Esther, Florida, and the U.S., 2018-2022

Education Level	Geographic Area			
	City of Mary Esther	Okaloosa County	State of Florida	U.S.
High School Graduate or Higher, % of Persons 25 years +	95.9%	93.0%	89.3%	89.1%
Bachelor's Degree or Higher, % of Persons 25 years +	32.7%	33.3%	32.3%	34.3%

Data Source: U.S. Census Bureau, American Community Survey 5-Year Estimates, 2018-2022, Table S1501
Date Prepared: 10/2024

This data shows that the City of Mary Esther's percentage of population aged twenty-five (25) and older with a high school or higher education level is above the County, State, and national percentages. At the bachelor's degree and higher level, the City of Mary Esther is slightly below the County percentage, but above the State and National percentages.

Medical Services: The City of Mary Esther offers its residents convenient access to a variety of medical services through nearby hospitals, clinics, and specialized healthcare facilities. One of the primary healthcare providers serving the area is the Fort Walton Beach Medical Center, located approximately five (5) miles east of Mary Esther at 1000 Mar Walt Drive, Fort Walton Beach, Florida. This full-service, two hundred sixty-seven (267)-bed hospital offers twenty-four (24)-hour emergency care, advanced surgical services, and specialized treatments, including cardiac care, orthopedic services, and a certified primary stroke center.

Another significant facility is the White-Wilson Medical Center, with its main campus at 1005 Mar Walt Drive in Fort Walton Beach. It is one of the largest multi-specialty physician groups in the region, offering comprehensive outpatient services such as family medicine, pediatrics, internal medicine, and over twenty (20) medical specialties including cardiology, neurology, and oncology.

Within Mary Esther itself, residents can access immediate care at the Urgent Care Center of Mary Esther, located at 151 Mary Esther Boulevard. This clinic provides walk-in medical services for non-life-threatening conditions, occupational health services, and basic laboratory testing.

For veterans, the Eglin Air Force Base Hospital located nearby provides medical services to active-duty military personnel and veterans. Additionally, specialized services such as dental care, optometry, and physical therapy are available through various private practices within the City and surrounding areas.

Pharmacy needs are met by several locations including CVS Pharmacy and Walgreens on Mary Esther Cut Off NW, providing prescription services, over-the-counter medications, and

health consultations. Emergency medical services are supported by the Mary Esther Fire Department and Okaloosa County Emergency Medical Services, ensuring rapid response times for medical emergencies.

The proximity and variety of these medical facilities ensure that Mary Esther residents have comprehensive healthcare options available, ranging from primary care and emergency services to specialized medical treatments, all within a short distance from their homes.

Recreational Opportunities: The City of Mary Esther maintains a diverse range of parks, open spaces, and recreational facilities that cater to residents of all ages and abilities. These include community parks, nature trails, playgrounds, sports fields, and picnic areas, as well as specialized amenities such as shuffleboard courts, basketball courts, and boat ramps. Collectively, these spaces contribute to the physical and mental well-being of the community and support the City's commitment to fostering a vibrant and sustainable environment. These facilities are detailed in Element F (Recreation and Open Space) of this Comprehensive Plan.

Library Service: The City's library makes resources available to residents for lifelong learning, information access, and leisure. This includes a materials collection of over thirty-three thousand eight hundred (33,800) audio books and DVDs, as well a computer lab and educational programming.

Public Safety: Law enforcement in the City of Mary Esther is provided by the Okaloosa County Sheriff's Office (OCSO). The OCSO is responsible for maintaining public safety and enforcing laws within the City limits. They offer patrol services, criminal investigations, traffic enforcement, and community outreach programs aimed at enhancing the safety and well-being of residents. The Sheriff's Office also collaborates with local organizations to implement crime prevention initiatives and educational programs. The City contracts with the OCSO for enhanced services. This includes the services of two full-time deputies that conduct patrols, respond to calls, and provide crime prevention training to City staff and the public at-large.

The City contracts with the Ocean City/Wright Fire Department. This includes fire rescue, suppression, emergency medical services, and building fire inspections. The Department utilizes the existing City fire station, apparatus, and equipment.

Electrical Service: The City of Mary Esther receives electrical service from Florida Power & Light Company (FPL).

Water and Sewer Services: Most of the City of Mary Esther is served by municipal water and sewer systems managed by the City's Public Works Department. The department is responsible for providing clean and safe drinking water, maintaining water distribution lines, and ensuring effective wastewater collection and treatment. Ongoing infrastructure improvements aim to enhance service reliability and accommodate future growth within the community. The City currently contracts with Jacobs to manage these programs, with oversight provided by the Public Works Director.

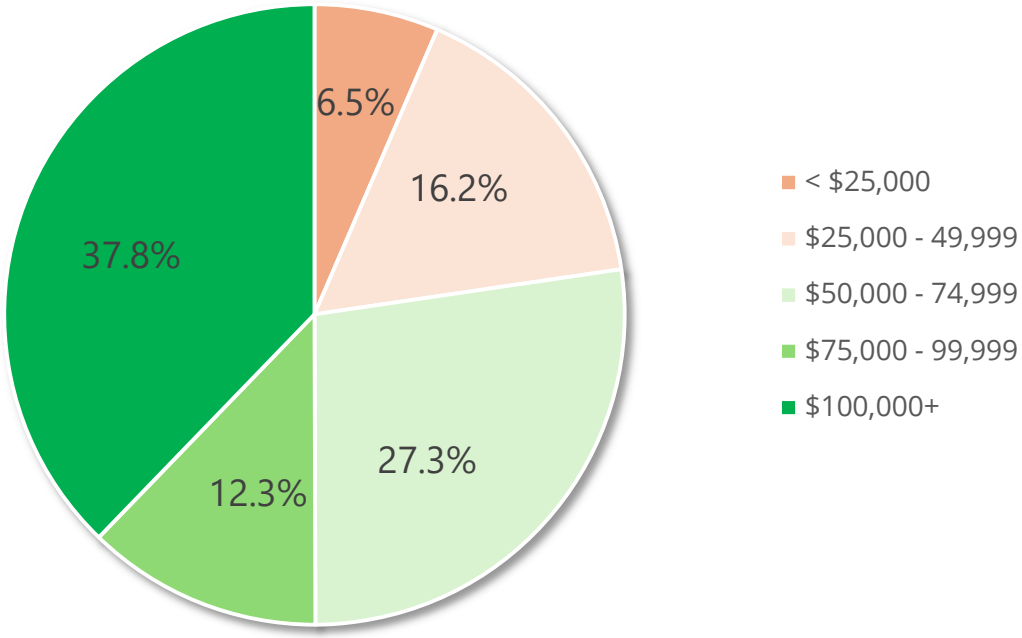
In 2020, a preliminary infrastructure study was conducted to evaluate the City's water and sewer systems, identifying areas for upgrades and expansion. Further information on this study can be found in the Infrastructure Element of the City's Comprehensive Plan.

Solid Waste Management: Solid waste management in the City of Mary Esther is facilitated through a partnership with waste collection service providers like Waste Management Inc. Residents receive regular curbside garbage pickup, recycling services, and yard waste collection.

Broadband Service: Broadband service in the City of Mary Esther is provided by several telecommunications companies, including Cox Communications, Live Oak, and AT&T. These providers offer high-speed internet access, cable television, and telephone services to meet the digital connectivity needs of residents and businesses.

Household Income: **Figure A:3** shows the average household income distribution for the City of Mary Esther. **Table A:6** compares the median household income for the City of Mary Esther, the State of Florida, and the United States. It should be noted that these numbers for household income will differ from those within the Housing Element, as the area median income (AMI) often used for housing data replaces this data.

Figure A:3 - Household Income for the City of Mary Esther, 2018-2022



Data Source: American Community Survey (ACS) 5-year estimates, 2018-2022, Table S1901
Date Prepared: 10/2024

Table A:6 – Median Household Income for the City of Mary Esther, Okaloosa County, Florida, and the U.S., 2018-2022

Geographic Area	Median Income	% of U.S. Median Income
City of Mary Esther	$75,167	100.0%
Okaloosa County	$73,988	98.5%
State of Florida	$67,917	90.4%
United States	$75,149	100.0%

Data Source: American Community Survey (ACS) 5-year estimates, 2018-2022, Table S1901
Date Prepared: 10/2024

As depicted above, the City of Mary Esther has a median household income of seventy-five thousand one hundred sixty-seven dollars ($75,167) according to the American Community Survey's five (5) year estimates, 2018-2022. Please note that this differs from the area median income (AMI) used by the U.S. Department of Housing and Urban Development (HUD), which is used in the Housing Element. The median household income shown is extremely close to the national median income, and slightly higher than Florida's median household income.

Tourist Attractions: Although the City of Mary Esther's economy is less oriented toward tourism than some of its neighbors in south Okaloosa County, tourist attractions in the City include its many recreation areas and restaurants as well as the Santa Rosa Mall.

Development and Redevelopment in Flood Prone Areas: Development in flood prone areas can produce many problems including serious injuries or death from floodwaters, property damage, high development costs, degradation of the natural environment, and lack of service and facility extensions to these areas.

Historic Land Use

The City of Mary Esther is home to approximately sixty-five (65) historic properties with the vast majority being homes of historic or cultural value. Most of these properties are along U.S. Highway 98. Some of these properties were constructed in the early Twentieth Century, while others were built as recently as 1971. The City does not have any current historic districts or places listed on the National Register of Historic Places (**Map A:9**).

Parcels south of Highway 98, are characterized primarily by larger lots with direct access to the Sound—with few exceptions. These properties are often shaded by expansive tree canopies and dense vegetation, creating a lush, secluded atmosphere. The homes in this district tend to be larger and older, with some of the city's most historic residences found here, including the oldest occupied residence from 1910.

A defining feature of the area is the presence of detached garages and various outbuildings, such as guest or residential cottages , typically positioned in front of the main home. Many

properties are enclosed by decorative walls or fences with gated entrances, while landscaped hedges are sometimes used to soften the appearance of chain-link fences. Elegant address signs adorn some properties, and a few homes even bear distinctive names like Tranquility on the Sound or Safe-N-Sound.Driveways are predominantly paved, though some remain in their natural state, lending an "Old Florida" charm to the landscape.

Town Center: The Santa Rosa Mall property presents a significant opportunity for revitalization that aligns closely with the goals outlined in Mary Esther's Vision Plan for a new town center. Establishing a Community Redevelopment Agency (CRA) under Florida's Community Redevelopment Act would provide the necessary framework to address the site's challenges and unlock its potential as a vibrant, mixed-use development.

Indicators of blight under Section 163.340(8)(a)-(o), F.S., are clearly present at the site. The property exhibits structural deterioration and obsolescence, with significant vacancies and underutilized spaces resulting from shifts in retail trends and the rise of e-commerce. Transportation and infrastructure deficiencies further hinder redevelopment efforts, with the area lacking adequate pedestrian connectivity, bike access, and modern stormwater management systems. Additionally, stagnant property values and limited private investment underscore the need for public intervention to spur economic growth and attract new development.

The Mary Esther Vision Plan identifies the redevelopment of the Santa Rosa Mall property as a central component of the City's future. The site has the potential to become a vibrant town center that incorporates housing, retail, office space, and public amenities. This vision emphasizes creating a more connected and walkable environment, introducing sidewalks, bike paths, and green spaces to better integrate the site with the surrounding community. Additionally, the redevelopment could provide diverse housing options, including "missing middle" housing such as townhomes and apartments, catering to a range of residents, including military personnel, young professionals, and retirees. A revitalized mall property would also serve as an economic catalyst, positioning the area as a hub for local businesses, dining, and entertainment.

Establishing a CRA would allow Mary Esther to pursue these redevelopment goals more effectively. A CRA enables the City to access targeted funding through tax increment financing (TIF), which could be reinvested in infrastructure upgrades and public amenities. This mechanism would also provide financial incentives to attract private developers willing to contribute to the site's transformation. The CRA would facilitate a coordinated approach to redevelopment, integrating land use adjustments, infrastructure improvements, and economic development efforts to ensure cohesive and sustainable growth. Furthermore, the revitalized property would strengthen Mary Esther's identity, contribute to regional economic stability, and support nearby military installations by providing additional housing and amenities.

In redeveloping the Santa Rosa Mall, investments in infrastructure would be key, including sidewalks, bike lanes, stormwater systems, and green spaces. Mixed-use zoning and higher density housing should be encouraged to reflect modern land use patterns and attract a diverse population. Public spaces for events, recreation, and community gatherings could foster a sense of place and enhance the quality of life for residents. Finally, the City could launch strategic marketing efforts to promote the site as an attractive destination for businesses, residents, and visitors, leveraging its proximity to Hurlburt Field and the Santa Rosa Sound.

CONSIDERATIONS FOR FUTURE LAND USE

Residential Land Use

Analyzing historical and current trends in residential development highlights the future challenges and opportunities for meeting the City of Mary Esther's residential needs. **Table A:7** shows that the City currently has four hundred eighty-nine-point-two (489.2) acres of residential land, with only twenty-four-point-seven (24.7) acres categorized as vacant residential. This limited availability of undeveloped land poses a significant challenge, especially considering projected population growth. The population is expected to increase by twenty-six-point-four percent (26.4%) by 2030 and an additional ten-point-nine percent (10.9%) by 2040, resulting in a total growth of approximately one thousand five hundred ninety-eight (1,598) residents by 2040.

Although the existing residential inventory could theoretically accommodate some of this growth, a portion of the current housing stock is either substandard or does not align with current market demands. Furthermore, the City's existing residential density patterns, predominantly low-density single-family housing—comprising four hundred forty-one-point-one (441.1) acres of single-family residential land—limit the potential to house a significantly larger population. The demand for higher-density housing, such as multi-family developments, is likely to grow, especially with the success of projects like the Renaissance Phase I apartments, which demonstrate a market shift toward modern, higher-density residential options.

Given these constraints, Mary Esther must focus on converting underutilized or obsolete commercial properties into mixed-use or higher-density residential developments to accommodate future growth. The City has limited vacant residential land to meet projected needs, and further sprawling development is not feasible given the City's landlocked nature and built-out character. Instead, strategic redevelopment of commercial areas into vibrant, mixed-use developments will provide opportunities to increase housing capacity without requiring additional land dedicated solely to residential use. This approach also aligns with broader urban planning trends, which prioritize walkable, multi-use communities that integrate housing, retail, and services.

The recent Renaissance Phase I apartments provide a compelling model for such redevelopment. By repurposing commercial properties into higher-density residential units, the City can efficiently use its existing land while meeting market demand for diverse housing options. Projects like this not only address housing shortages but also create opportunities for economic growth by attracting new residents and businesses to revitalized areas.

In summary, to meet the demands of a growing population, Mary Esther must prioritize the redevelopment of commercial properties into mixed-use and higher-density residential

developments. This approach maximizes land use efficiency, addresses housing needs, and supports the City's long-term vision for sustainable and inclusive growth.

Table A:7 - Existing Residential Land Use for the City of Mary Esther

Existing Land Use (Condensed)	Existing Land Use Subcategory (FDOR Use Description)	Acres
Single-Family Residential	Single-Family	434.3
	Single-Family/Townhouse	5.9
	Manufactured Home	0.9
	Combined Single-Family Total	*441.1*
Multi-Family Residential	Multi-Family ≥ 10 Units	12.7
	Condominiums	3.7
	Multi-Family < 10 Units	7.0
	Combined Multi-Family Total	*23.4*
Vacant Residential	-	24.7
Total	-	**489.2**

In addition to clarifying definitions for the previously existing future land use categories, this plan update creates two new residential future land use categories 'High Density Residential' and the 'Historic Duplex Conservation District (HDCD).' The High Density Residential category is proposed to better align with the zoning districts of the City's existing zoning ordinance and to allow for more precision in determining the appropriate density for particular parcels in the City.

The Historic Duplex Conservation District (HDCD) is based on some of the unique and currently non-conforming residential development that exist South of US 98 along the Santa Rosa Sound. The parcels included in this district generally have a principal dwelling unit with cottage(s) and/or duplex(s) on one parcel or have cottages and or duplexes on one parcel without a principal dwelling unit. The HDCD future land use district represents a style of development that is typical of the City of Mary Esther and not seen in many of the surrounding communities

Commercial Land Use

As Mary Esther's population increases, the demand for commercial businesses will grow, driven by the need for goods, services, and employment opportunities to support the community. Based on a standard ratio of commercial to residential land of one to twenty (1:20), and considering the existing commercial land inventory in **Table A:8**, the City appears

to have sufficient land devoted to commercial uses to meet projected needs through 2040. Currently, Mary Esther has one hundred thirty-six-point-three (136.3) acres of commercial land, including nineteen-point-three (19.3) acres classified as vacant. This represents six percent (6%) of the City's developed residential land use, which exceeds the standard ratio of five percent (5%).

However, the City's commercial areas must evolve to align with modern trends and the growing demand for mixed-use developments. Much of Mary Esther's commercial land, including regional shopping and department stores—totaling forty-seven-point-five (47.5) acres combined—reflects an outdated, auto-centric retail model. These properties, particularly those associated with declining mall infrastructure, offer prime opportunities for redevelopment into mixed-use developments that integrate residential units with retail, dining, and office space. Such transformations not only increase housing density but also promote walkability, attract diverse businesses, and foster a sense of community.

The redevelopment of existing commercial areas into mixed-use development is an efficient strategy to maximize land use while meeting the demands of a growing population. This approach also addresses the City's limited vacant residential land, as new housing options can be created within repurposed commercial properties. Additionally, mixed-use redevelopment supports economic growth by attracting residents and businesses to revitalized commercial corridors.

Table A:8 - Existing Commercial Land Use for The City of Mary Esther

Existing Land Use (Condensed)	Existing Land Use Subcategory (FDOR Use Description)	Acres
Commercial	Stores, 1 Story	23.1
	Department Stores	22.6
	Supermarket	2.3
	Regional Shopping	24.9
	Community Shopping	14.2
	Office Buildings	6.6
	Professional Building	0.9
	Restaurant/Cafe	9.9
	Drive-In Restaurant	0.7
	Financial Building	4.3
	Service Shop	0.9
	Car Wash	0.4
	Vehicle Sales/Repair	1.5

Existing Land Use (Condensed)	Existing Land Use Subcategory (FDOR Use Description)	Acres
	Nightclub/Bars	2.5
	Hotels and Motels	2.0
	Combined Commercial Total	*117.0*
Vacant Commercial	-	19.3
Total	-	**136.3**

Industrial Land Use

Mary Esther is unlikely to require substantial industrial land use beyond very low-intensity operations such as warehousing or self-storage. The City currently has no developed industrial properties, and there is limited demand for high-intensity industrial activities due to its predominantly residential and commercial character, as well as its land constraints. Small-scale industrial uses, such as self-storage or warehousing, could be accommodated within existing commercial or underutilized properties, minimizing the need for new industrial land designations.

In summary, the future land use strategy for Mary Esther should focus on revitalizing existing commercial properties to meet the growing demand for mixed-use developments, while maintaining flexibility for low-intensity industrial uses. This approach ensures efficient land use, aligns with community needs, and supports the City's vision for sustainable and balanced growth.

Conservation Land Use

The Future Land Use Map designates two-point-seven (2.7) acres—approximately three one thousandths of a percent (.003%) of the City's total area—as Conservation. Under this designation, environmentally sensitive areas such as wetlands, floodplains, and important ecological habitats are protected to maintain water quality, reduce flood hazards, preserve wildlife habitats, and prevent exploitation or neglect. Only limited, low-impact activities and development are allowed, consistent with the broader goals of resource management described in Element E - Coastal Management and Conservation.

Recreation Land Use

The Recreation future land use category provides areas for public and private recreational facilities that encourage active and passive forms of leisure. In accordance with the City's Recreation and Open Space Element, these facilities include parks, playgrounds, sports fields, walking trails, and boat ramps designed to serve residents of varying ages and abilities. Recreation lands in this category may also be used for community events, educational programs, and resource-based activities such as picnic areas and nature observation. By preserving open space and supporting diverse recreational opportunities, this category promotes public health, social interaction, and community well-being while complementing other land uses within the City.

Facilities in the Recreation category are planned and managed to ensure equitable access, safety, and environmental protection. Land development regulations for this category incorporate level of service standards (LOSS) to guide capital improvements and maintain adequate facilities over time. In addition, design strategies emphasize ADA-compliant amenities, proper buffering from adjacent uses, and integration with green infrastructure that supports stormwater management and habitat conservation. Together, these measures

provide a balanced approach that aligns with the City's long-term goals for sustaining high-quality recreational offerings and safeguarding valuable open spaces. Further information about current and future Recreation land use needs are included within Element F - Recreation and Open Space.

Public Facilities Land Use

This category is expected to increase as the population grows. However, since the City is not expected to grow much by the year 2035, not much of the additional vacant land in this category will need to be developed. The main exception will be for lands needed by the City if funding becomes available and it is decided to develop central plans for wastewater treatment and potable water. Additional data on the Public/Semi-Public future land use can be found within **Table A:1**.

OVERLAY DISTRICTS

Soundside

This proposed overlay addresses longstanding challenges in an older residential area where multiple properties do not comply with current land development standards, resulting in frequent variance requests for minor improvements. This has strained both municipal resources and property owners, who face extensive procedures for basic renovations or expansions. By establishing the Soundside Overlay, the City aims to reduce these burdens and encourage the responsible upkeep of existing homes. The overlay encourages the City to allow blanket relaxation of certain dimensional requirements, create an administrative process for smaller projects, and introduce a Special Use permit for more substantial modifications while preserving life-safety measures and neighborhood character. Streamlining these processes will help balance regulatory objectives with the practical needs of homeowners and the community.

Town Center

The Mary Esther Vision Plan identifies the redevelopment of the Santa Rosa Mall and surrounding properties as a central component of the City's future. The site has the potential to become a vibrant town center that incorporates housing, retail, office space, and public amenities. This vision emphasizes creating a more connected and walkable environment, introducing sidewalks, bike paths, and green spaces to better integrate the site with the surrounding community.

2045 Future Land Use

Table A:9 – Proposed Future Land Uses for the City of Mary Esther

Future Land Use	Future Land Use Information			
	Purpose	Density: Dwelling Units (DU) per Acre	Density: Floor Area Ratio (FAR)	Uses Permitted
Low-Density Residential	Accommodates primarily single-family detached residential uses on individual lots. Typical uses include homes with accessory structures and limited home-based occupations. Neighborhood-scale amenities (e.g., small churches, daycares) may be allowed.	Up to 5.51 DU per gross acre	Not applicable	Single-family homes, accessory structures, limited home-based businesses, small-scale community facilities
Medium-Density Residential	Allows a variety of residential types, including single-family attached or detached, duplexes, and small-scale multi-family developments (e.g., townhouses, low-rise apartments). Site design standards address building height and layout.	Up to 10.0 DU per gross acre	Not applicable	Townhouses, duplexes, small-scale apartments, other comparable housing
High-Density Residential	Permits more intensive residential development, such as multi-family complexes and taller structures, with compatibility standards for surrounding uses.	Up to 20.0 DU per gross acre (unless otherwise specified)	Not applicable	Multi-story residential buildings, parking structures, on-site amenities

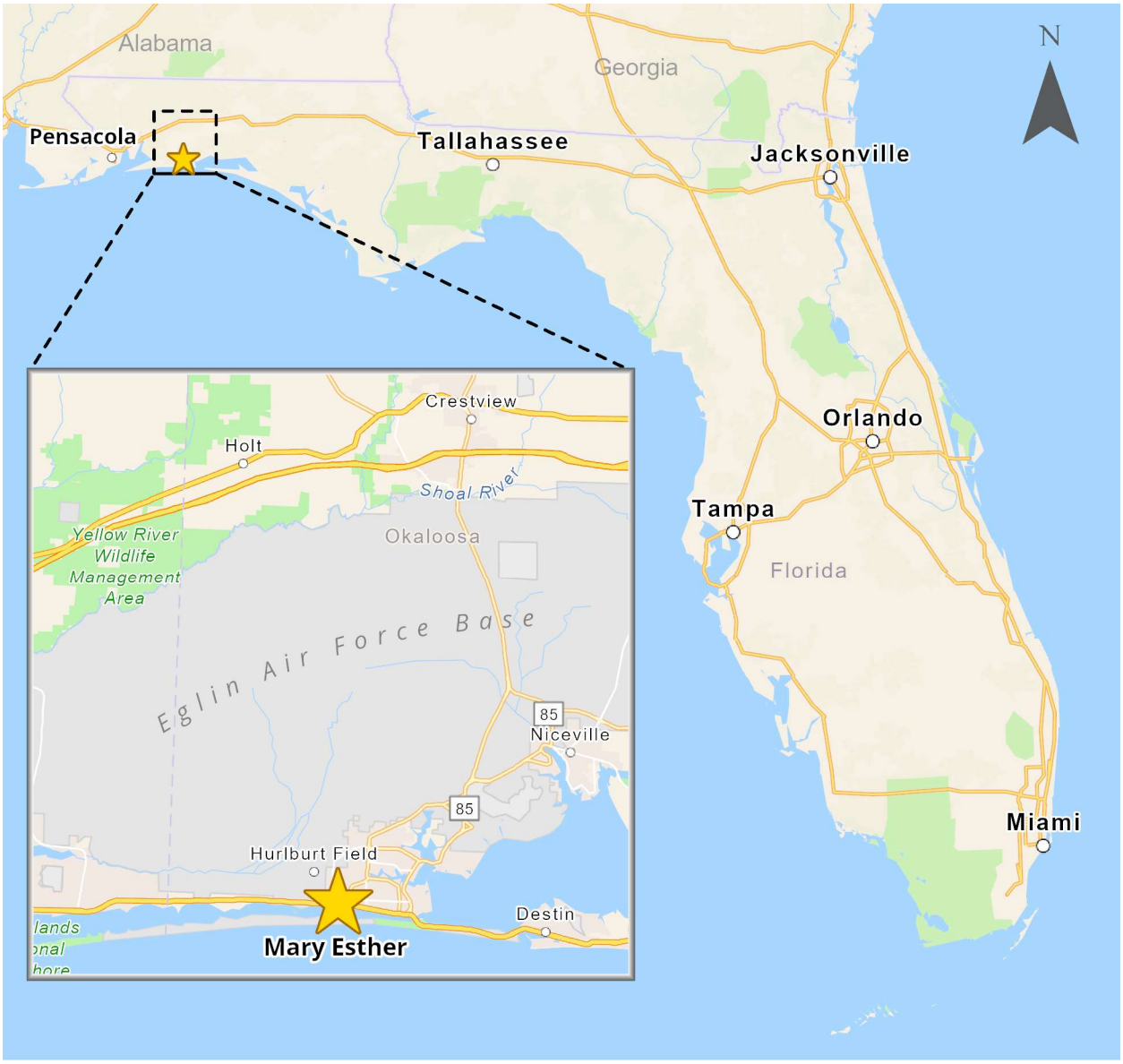
Future Land Use	Future Land Use Information			
	Purpose	Density: Dwelling Units (DU) per Acre	Density: Floor Area Ratio (FAR)	Uses Permitted
	May include shared amenities like parking structures and communal recreational areas.			
Historic Duplex Conservation District (HDCD)	This category reflects the City's intention to preserve the historic use of these properties as predominantly historic single-family detached, cottage, or duplex residential uses.	Up to ten (10.0) dwelling units per acre. Not to exceed the existing number of dwellings by more than two (2).	Not Applicable	Single-family detached residnences, cottage, or duplex residential uses. Limited home-based occupations subject to the LDC may be appropriate
Commercial	Supports retail, office, and service businesses that serve residents and visitors. Compatibility measures address buffering, traffic impacts, and transitions to nearby residential areas.	Not applicable	Maximum FAR of 1.92	Retail, offices, restaurants, services, and other commercial activities
Mixed Use	Combines residential and commercial uses within the same structure or on the same site. Includes standards for orderly transitions from lower-density areas and requirements for distributing residential and commercial floor	Up to 20.0 DU per gross acre for residential	Maximum FAR of 1.92 for commercial	Mixed-use buildings with residential above commercial, or separate single-use structures on the same site. Development requires a PUD or PMDD approval process.

Future Land Use	Future Land Use Information			
	Purpose	Density: Dwelling Units (DU) per Acre	Density: Floor Area Ratio (FAR)	Uses Permitted
	area or acreage (65%/35%).			
Conservation	Preserves environmentally sensitive lands, limiting development to passive recreation and essential infrastructure. All activity must comply with environmental regulations.	Not applicable	Not applicable	Passive recreation, habitat conservation, essential infrastructure
Public Lands	Includes lands owned, leased, or operated by governmental entities (local, state, or federal). Permitted uses include facilities necessary to support public administration and services.	Not applicable	Not specified	Public buildings, administrative offices, schools, libraries, emergency services, and related public facilities
Recreation	Supports public and private recreational facilities with an emphasis on open space, public access, and environmental protection where necessary.	Not applicable	Not specified	Parks, playgrounds, sports fields, greenways, and similar recreational spaces

Table A:10 – Proposed Future Land Use Classifications by Acreage (2025)

Future Land Use (FLU)	Acres	Percentage
Low Density Residential (LDR)	435.7	24.5%
Medium Density Residential (MDR)	17.0	2.2%
Historic Duplex Conservation District (HDCD)	31.8	4.1%
Commercial Use (C)	189.1	24.5%
Recreational Use (REC)	10.6	1.4%
Conservation (CON)	2.7	0.3%
Public Lands (PL)	51.2	6.6%
Recreation/Conservation (REC/CON)	33.9	4.4%
Total	772.0	
Data Source: Mary Esther FLUM, Proposed Changes Date Prepared: 5/2025		

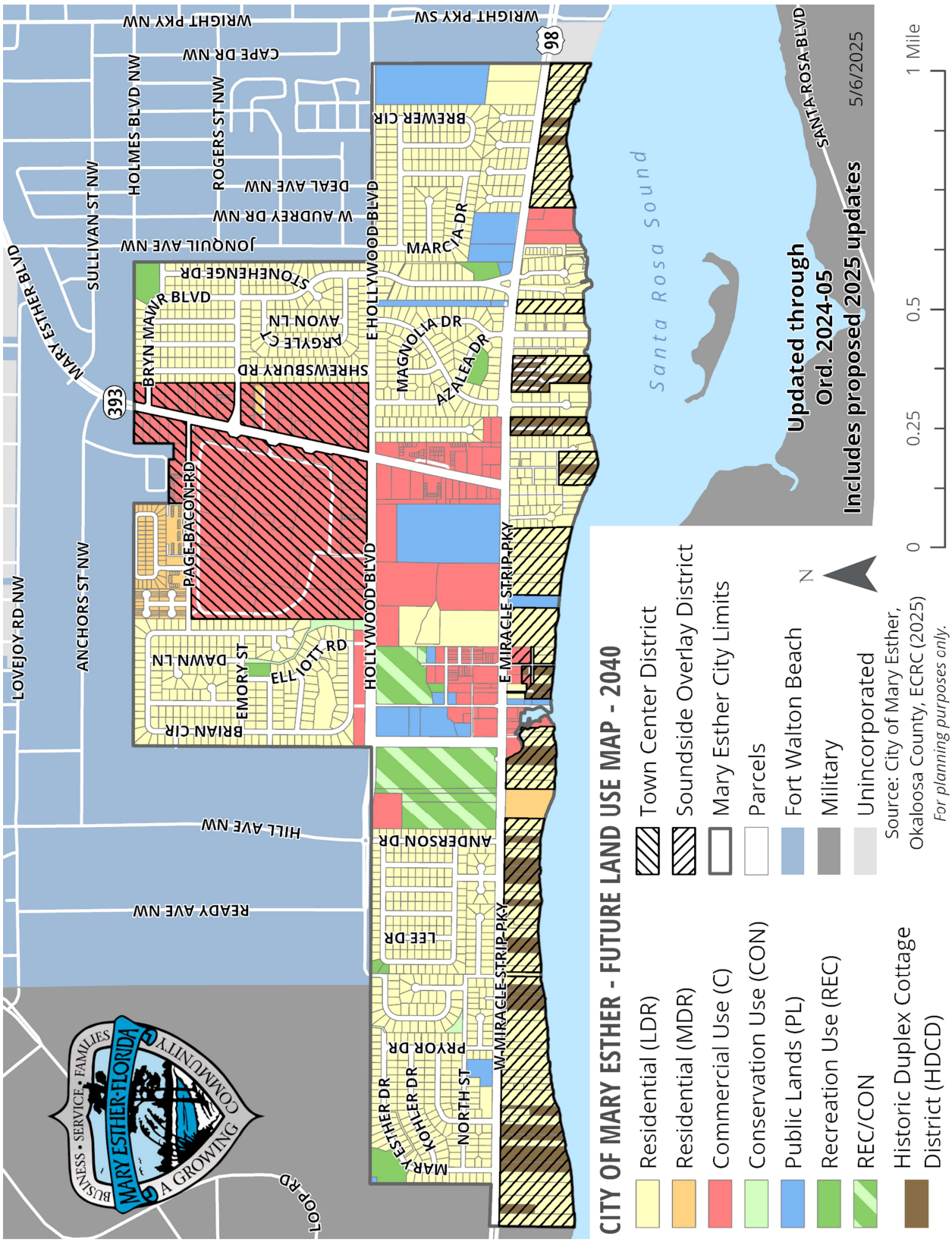
Map A:1 - City of Mary Esther - Location Map



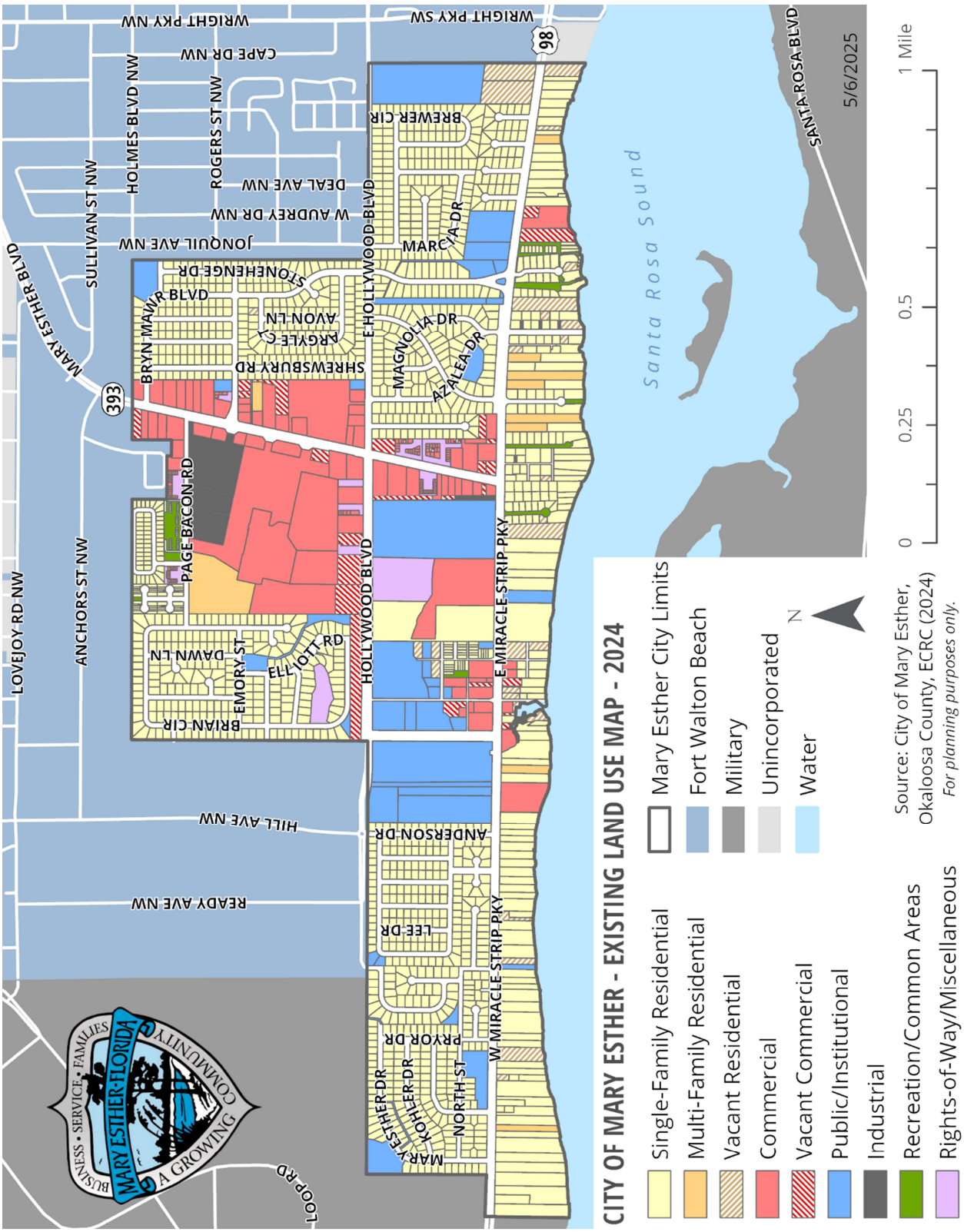
CITY OF MARY ESTHER - LOCATION MAP

Source: FDEP, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS, FDEP, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA

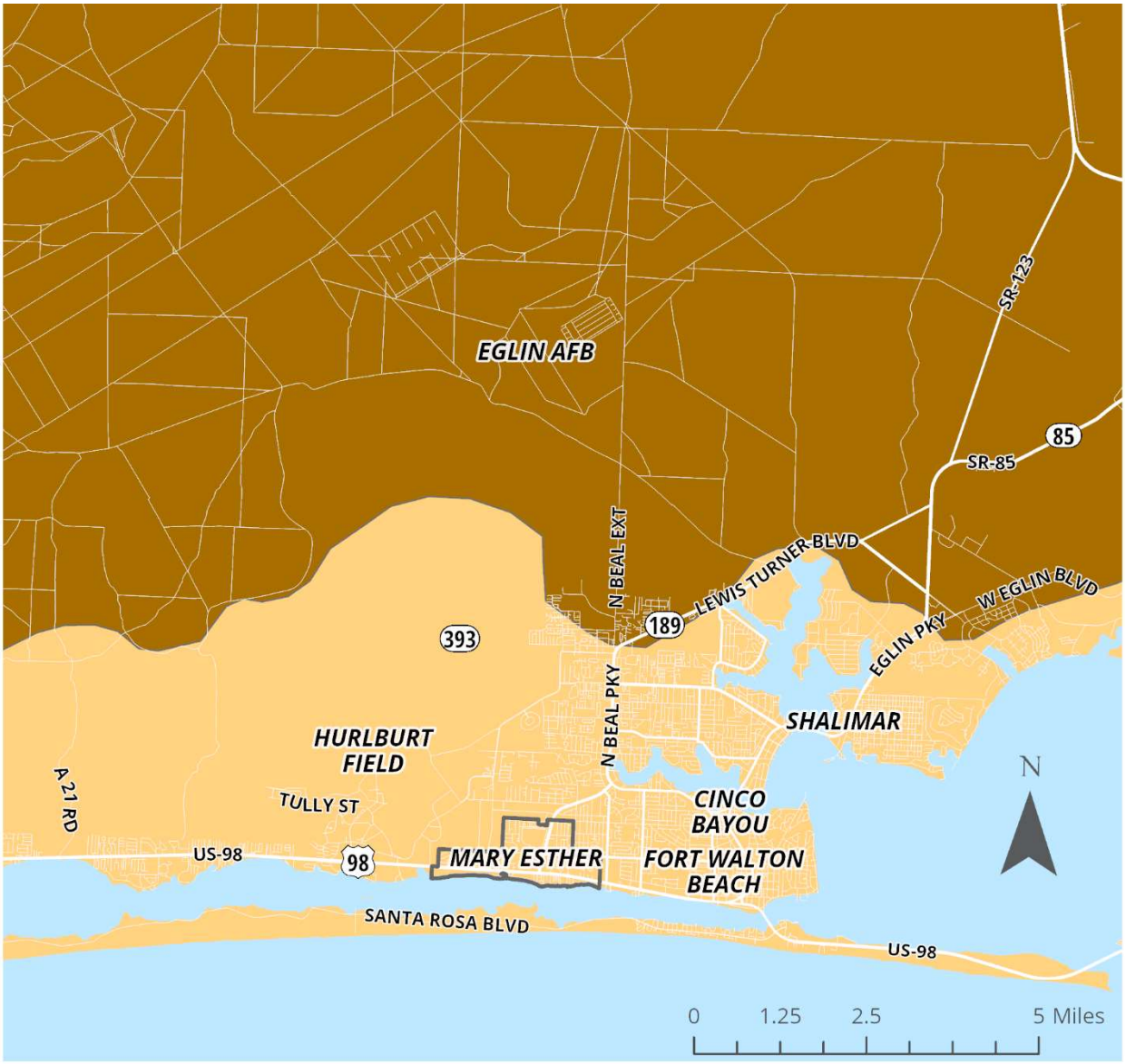
Map A:2 - City of Mary Esther - Future Land Use Map - 2040



Map A:3 - City of Mary Esther - Existing Land Use Map - 2024



Map A:4 - City of Mary Esther - Physiographic Provinces



CITY OF MARY ESTHER - PHYSIOGRAPHIC PROVINCES

- Panhandle Coastal Lowlands
- Western Highlands
- Mary Esther City Limits
- Water

Source: City of Mary Esther, Okaloosa County, ECRC (2024); FDEP (2023)

For planning purposes only.

Map A:5 - City of Mary Esther - Surficial Geology

CITY OF MARY ESTHER - SURFICIAL GEOLOGY

- Alluvium
- Citronelle Formation
- Holocene sediments
- Undifferentiated sediments (Pleistocene/Holocene)
- Mary Esther City Limits
- Water

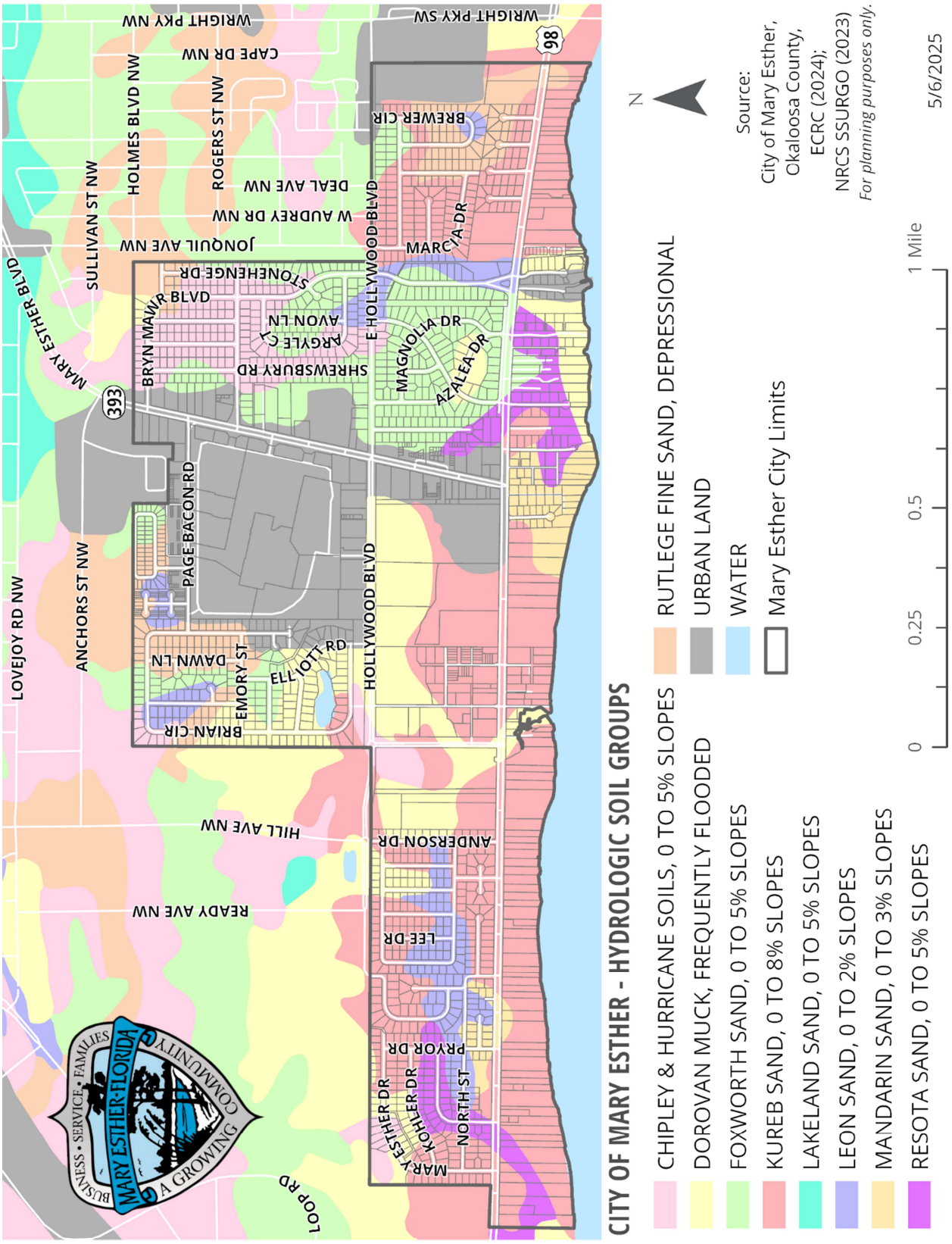
Source: City of Mary Esther, Okaloosa County, ECRC (2024); FDEP Florida Geological Survey (2022)

For planning purposes only.

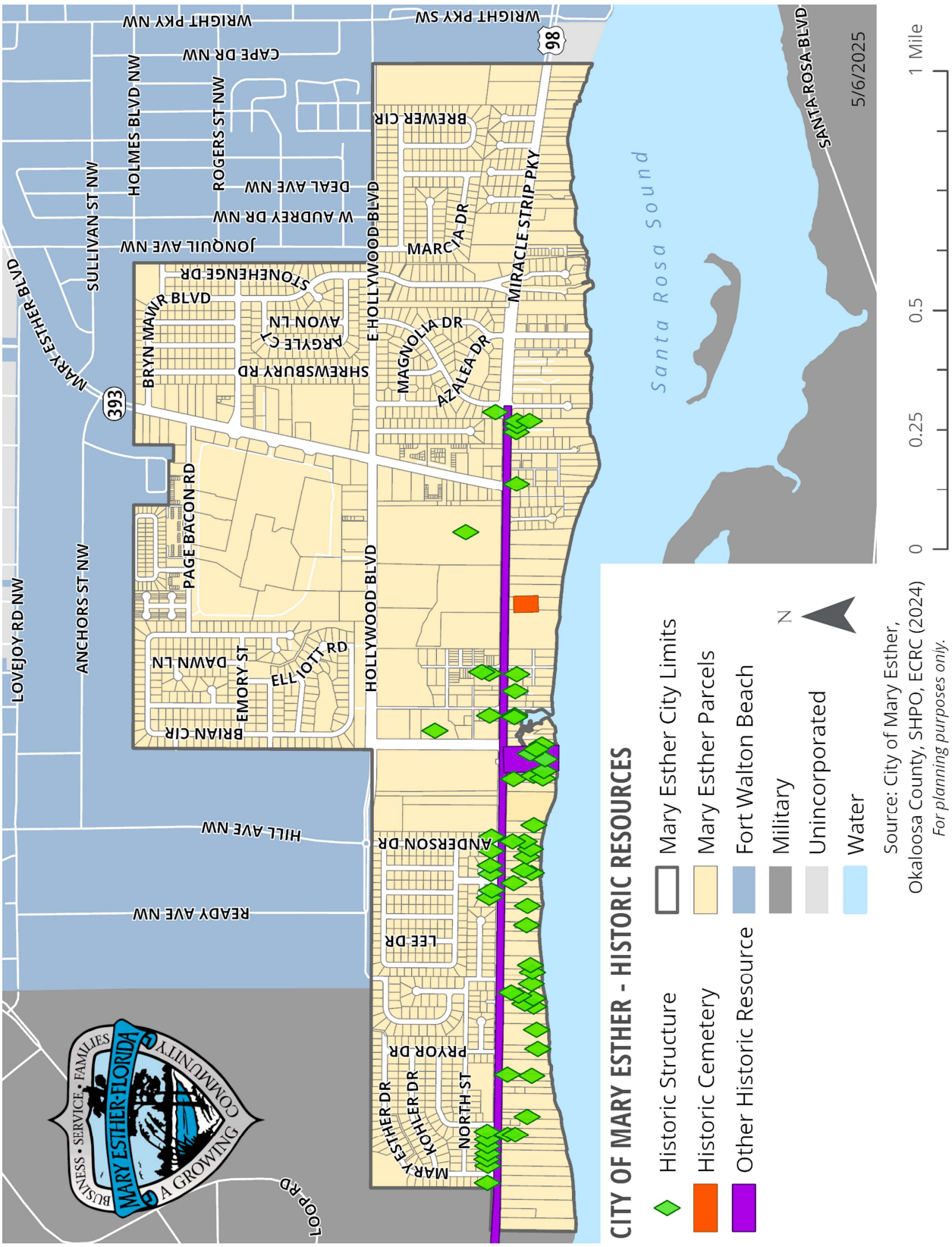
Map A:6 - City of Mary Esther - National Wetlands Inventory

Map A:7 - City of Mary Esther - FEMA Flood Zones

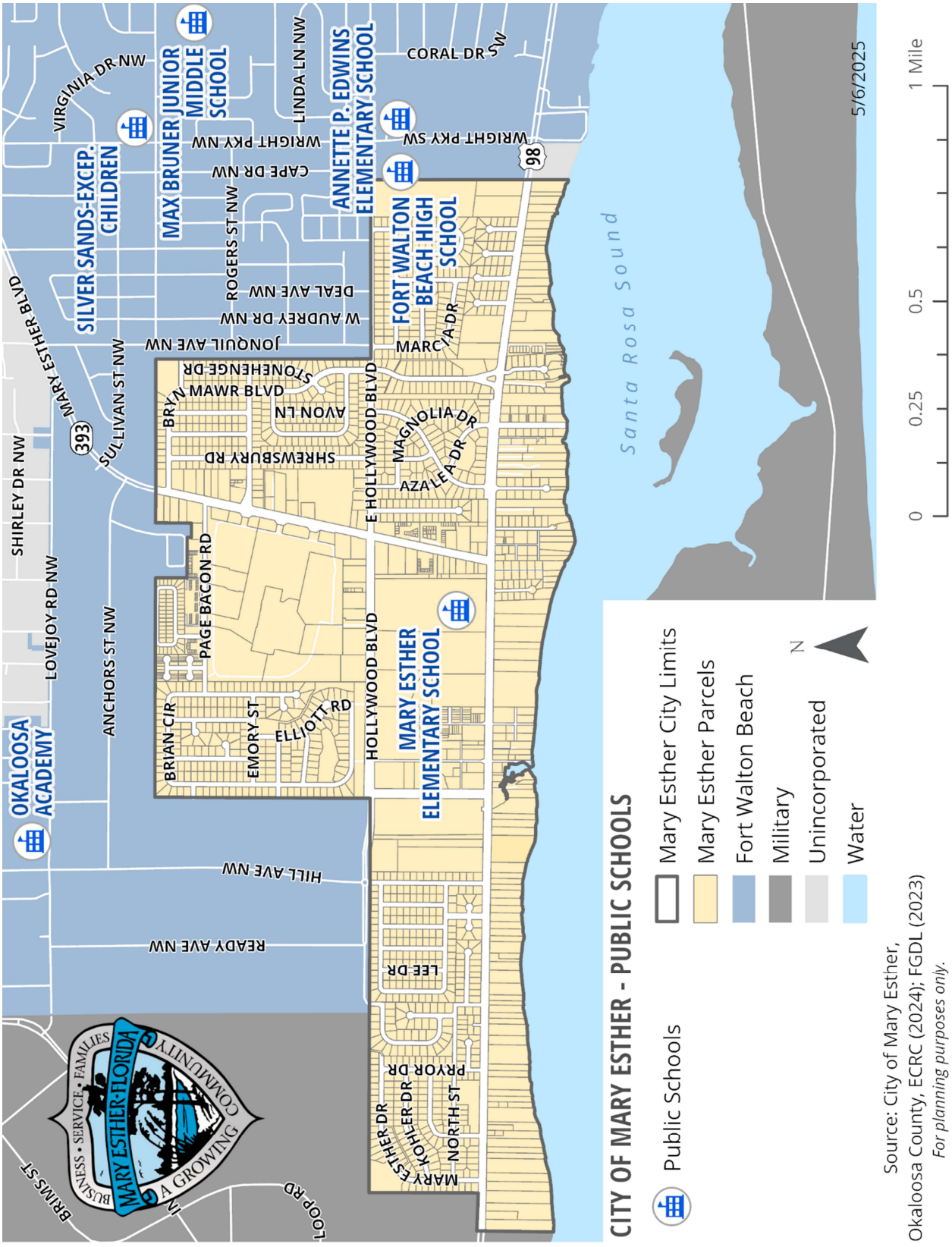
Map A:8 - City of Mary Esther - Hydrologic Soil Groups



Map A:9 - City of Mary Esther - Historic Resources



Map A:10 - City of Mary Esther - Public Schools



Section B:
Transportation Element

DRAFT

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INTRODUCTION AND PURPOSE

The purpose of the Transportation Element is to plan for a multimodal transportation system that places emphasis on transportation systems for the City of Mary Esther. The Transportation Element addresses all public roadways, bicycle facilities, sidewalks, multi-use trails, and intermodal facilities (airports, park-and-ride lots, etc.) where applicable. The Element also assesses needs for current and future transportation systems.

The City seeks to provide a multimodal transportation system that is safe and easily accessible to all residents and visitors, energy-efficient, cost-effective to provide and maintain, and capable of serving existing and projected travel demand. This Element meets the requirements of section 163.3177(6)(b), Florida Statutes, and addresses, at a minimum, the mandatory components for a jurisdiction of less than fifty thousand (50,000) residents within a metropolitan planning area designated as a Metropolitan or Transportation Planning Organization (TPO). Mary Esther is located within the Okaloosa-Walton TPO and is part of the Navarre-Miramar Beach-Destin Urbanized Area.

The City of Mary Esther has an estimated 2024 population of four thousand and ninety-three (4,493) according to the University of Florida - Bureau of Economic and Business Research and a land area of approximately one and a half (1.5) square miles, making it a densely populated area. The primary mode of transportation is personal automobile, and the current roadway network serves the population with an average level of service but will require improvements in order to do so through the 2040 and 2045 timeframes of this comprehensive plan. The overall pace of growth and development in the City has remained slow over the past twenty (20) years. However there are opportunities new development and redevelopment especially in the town center overlay area, which could lead to increased traffic circulation.

The following data and analysis address statutory requirements and assess existing and future conditions so the City can better plan for the transportation needs of tomorrow. Understanding how well the roadways are operating now will determine where deficiencies exist and where system improvements may be needed. Transportation is inextricably linked to land use, therefore, freight, commute, and leisure trips generated by future growth patterns will be considered. A holistic approach to transportation that includes access for bicyclists, pedestrians, and the transportation disadvantaged will help to improve the quality of life in the City of Mary Esther.

TRANSPORTATION SYSTEM INVENTORY

There are approximately five-point-seven (5.7) centerline miles of Florida State Highway System roads within the City of Mary Esther (including SR 393/Mary Esther Boulevard and both directions of divided U.S. Highway 98). Approximately two (2) miles of roadways (Hollywood Boulevard and Doolittle Boulevard) are maintained by Okaloosa County. An additional eighteen (18) miles of local roads exist within the City limits. The City's roadway network (with maintenance classification for major roads) is shown on **Map B:1**.

Designated SIS Facilities

In 2003, the Florida Legislature established the Strategic Intermodal System (SIS) to enhance Florida's transportation mobility and economic competitiveness. The SIS is a statewide network of high-priority transportation facilities, including the State's largest and most significant airports, spaceports, deep-water seaports, freight rail terminals, passenger rail and intercity bus terminals, rail corridors, waterways, and highways. These facilities represent the State's primary means for moving people and freight between Florida's diverse regions, as well as between Florida and other states and countries. SIS Facilities are important because they receive significantly more funding than other state roads and issues on these roadways are likely to be addressed expeditiously.

SIS facilities accommodate high levels of people and goods movement, generally supporting the major flows of interregional, interstate, and international trips. The City of Mary Esther's SIS system includes U.S. Highway 98 along with the Gulf Intracoastal Waterway (Santa Rosa Sound).

Major Transportation Network

U.S. Highway 98 (SR 30) – Principal Arterial: This highway runs from western Mississippi through southern Florida. It is the major east-west corridor in the southern Florida Panhandle Region, connecting Mary Esther to Fort Walton Beach to the east, and Pensacola to the west. A Target superstore and Mary Esther Elementary School (and its corresponding school zone) are located on U.S. Highway 98 near Mary Esther Boulevard. According to FDOT's Access Management Guidebook, U.S. Highway 98 exceeds the maximum median openings by spacing. U.S. Highway 98 is a significant feature of Northwest Florida's transportation system, a designated evacuation route, and part of the Strategic Intermodal System (SIS).

Mary Esther Boulevard (SR 393) – Minor Arterial: This road provides the arterial connection from U.S. Highway 98 to Fort Walton Beach to the north. It also connects to State Road 189 and is therefore indirectly one of the major connections to Interstate 10 to the north. It is classified as a Hurricane Evacuation Route. The major retail land uses within Mary Esther are located on Mary Esther Boulevard, including the Santa Rosa Mall.

Hollywood Boulevard – Major Collector: This route provides the primary east-west local connection between neighborhoods within Mary Esther. It also provides connections to Wright Parkway Northwest and Fort Walton Beach High School (and corresponding school zone) to the

east just beyond city limits, and Hill Avenue to the west, which transitions to the Martin Luther King Jr Boulevard bypass around the region. It includes a center turn lane and two lanes in each direction west of Mary Esther Boulevard, but only includes one lane in each direction east of Mary Esther Boulevard. This narrower segment between Mary Esther Boulevard and Wright Parkway Northwest includes approximately fourty (40) feet of street width, including eight (8)-foot striped shoulders on both sides of the street. Some roundabouts are used as intersection control on Hollywood Boulevard. A small portion of Hollywood Boulevard, between Doolittle Boulevard and Hill Avenue, is a designated evacuation route.

Doolittle Boulevard – Major Collector: This road is a north-south connector between Hollywood Boulevard and U.S. Highway 98. It is also a designated evacuation route.

The Functional Classification, Level of Service, Number of Lanes, Speed Limit, and Annual Average Daily Traffic of Mary Esther's major transportation network are shown in **Maps B:2 through B:6**, and in **Table B:1** below.

Table B:1 - Major Transportation Network Characteristics

Road Name - Segment	Classification (LOS)	Lanes	Speed Limit (mph)	AADT (2023)
US 98 (SR 30) – West of Doolittle Blvd	Principal Arterial (C)	4 + median	40	43,500
US 98 (SR 30) – Between Doolittle Blvd & Mary Esther Blvd	Principal Arterial (C)	4 + median	40	33,000
US 98 (SR 30) – East of Mary Esther Blvd	Principal Arterial (C)	4 + median	40	28,000
Mary Esther Blvd (SR 393) – South of Hollywood Blvd	Minor Arterial (D)	4 + median	40	18,100
Mary Esther Blvd (SR 393) – North of Hollywood Blvd	Minor Arterial (C)	4 + median	35	24,500
Hollywood Blvd – East of Mary Esther Blvd	Local	4	35	9,500
Hollywood Blvd – West of Mary Esther Blvd	Local	2	35	6,900
Doolittle Blvd	Local	4 + center turn lane	35	16,300
Data Source: FDOT, City of Mary Esther Vision Plan Date Accessed: 11/2024				

Public Transit

Public Transportation System: Emerald Coast Rider provides bus transit throughout Okaloosa County and includes multiple routes and stops servicing the City of Mary Esther along Hollywood Boulevard, Mary Esther Boulevard, and through the Santa Rosa Mall property. These routes provide connections to other routes and various destinations within the county. **Map B:7** shows the transit routes and stops within Mary Esther.

Airports: The nearest commercial airport to the City of Mary Esther is the Destin-Fort Walton Beach Airport (VPS), approximately twelve (12) miles to the northeast. VPS offers more than fifty (50) flights daily from leading airlines to cities across the nation and around the world (flyvps.com). Other nearby public airports include the Destin Executive Airport (twelve [12] miles east of Mary Esther) and the Bob Sikes Airport (thirty-five [35] miles north of Mary Esther in Crestview).

There are no rail facilities within the City of Mary Esther.

Bicycle and Pedestrian Facilities

The Okaloosa-Walton TPO, which serves the urbanized portions of Okaloosa and Walton Counties, including the City of Mary Esther, has worked with local stakeholders to strategize for the provision of multi-use trail facilities in the region. Additionally, the Emerald Coast Regional Pedestrian and Bicycle Committee currently strives to create connectivity and enhance mobility by encouraging coordinated development of regionally significant multi-use trail facilities. The Great Northwest Coast Connector, a Florida Greenways & Trails network priority, includes U.S. Highway 98 through Mary Esther, and currently exists as a gap in FDOT's SUN Trail network. As it develops, the regional trail system will be an economic driver through recreational tourism.

Bicycle Paths: Planning for bicycle paths stems from recognition of the growing number of cyclists in the planning region and a high bicycle/motor vehicle accident rate in the state. Section 316.2065, F.S. defines the bicycle as a "vehicle" with "all of the rights and all of the duties applicable to the drivers of any other vehicle." As such, FDOT, the Okaloosa-Walton TPO, elected officials, and transportation planners have an obligation to provide for the needs of cyclists as well as the needs of other road users. Additionally, Section 163.3177, F.S. requires the inclusion of bicycle and pedestrian ways in Local Government Comprehensive Plans. There are currently no designated bicycle paths within the City limits.

Pedestrian Paths and Sidewalks: The City requires sidewalk construction in conjunction with any new development where newly paved roadways are necessary to accommodate development. Accommodation may include the installation of signage, striping of roadways, widening of shoulders, installation of bike racks, installation of sidewalks, or the installation of bicycle and wheelchair ramps. There are currently twenty-two and a half (22.5) miles of sidewalks within the City (shown on **Map B:8**).

Parking

The existing regulations in the Land Development Code will continue to be followed with regard to parking requirements for new development. New developments will be required to provide adequate parking based on professionally accepted standards.

Evacuation Routes

The City of Mary Esther is located directly on the coast and can therefore experience evacuation orders during extreme storm events. The following roadways are designated evacuation routes within the City limits and can be heavily impacted during evacuation orders:

- U.S. Highway 98
- State Road 393 (Mary Esther Boulevard)
- Dolittle Boulevard (connection to Hollywood Boulevard and Hill Avenue)

Map B:9 includes the designated evacuation routes and shelters near Mary Esther. These routes play a major role in the evacuation of Mary Esther's residents and others to safer points north. Florida's Statewide Regional Evacuation Study Program (SRESP) develops clearance times, which is the time required for evacuees to secure their homes and prepare to leave, the time spent by all vehicles traveling along the evacuation route network, and the additional time spent on the road caused by traffic and road congestion. Clearance time does NOT relate to the time any one vehicle spends traveling along the evacuation route network, but for all evacuating vehicles to clear the roadway network.

The four clearance times that are calculated as part of the SRESP include: 1) Clearance Time to Shelter; 2) In-County Clearance Time; 3) Out of County Clearance Time; and 4) Regional Clearance Time. **Table B:2** includes these clearance times for all counties within the Emerald Coast Region, assuming a 100% evacuation response. Level A through Level E are equivalent to Category 1 through Category 5 hurricane events, but since these times could be assigned to events other than hurricanes, the term "Level" is used.

Table B:2 - Emerald Coast Region Evacuation Clearance Times, 2020

County	Evacuation Level A Base Scenario	Evacuation Level B Base Scenario	Evacuation Level C Base Scenario	Evacuation Level D Base Scenario	Evacuation Level E Base Scenario
Clearance Time to Shelter (Hours)					
Bay County	12.5	13.0	13.0	13.0	13.0
Escambia County	13.0	13.0	13.0	13.0	13.5
Holmes County	12.5	12.5	12.5	12.5	12.5
Okaloosa County	12.5	13.0	13.5	14.0	15.0
Santa Rosa County	13.0	13.0	13.0	13.5	14.0
Walton County	13.0	13.5	14.0	14.0	14.0
Washington County	12.5	13.0	14.0	14.5	15.5
In-County Clearance Time (Hours)					
Bay County	16.5	20.0	21.5	33.5	35.0
Escambia County	15.5	17.5	19.5	32.5	33.5
Holmes County	15.5	19.0	21.5	34.5	36.0
Okaloosa County	15.5	18.5	20.5	33.0	34.5
Santa Rosa County	15.5	17.5	19.5	32.5	34.0
Walton County	16.0	19.0	21.0	33.5	35.0
Washington County	15.5	19.5	21.5	34.5	36.0
Out of County Clearance Time (Hours)					
Bay County	16.5	20.0	21.5	33.5	35.0
Escambia County	15.5	17.5	19.5	32.5	33.5
Holmes County	15.5	19.0	21.5	34.5	36.0
Okaloosa County	15.0	18.5	20.5	33.0	34.5
Santa Rosa County	15.5	17.5	19.5	32.5	34.0
Walton County	16.0	19.0	21.0	33.5	35.0
Washington County	15.5	19.5	21.5	34.5	36.0
Regional Clearance Time (Hours)					
Emerald Coast	16.5	20.0	21.5	34.5	36.0

Data Source: Florida Statewide Regional Evacuation Study Program (2021 Update)
https://www.floridadisaster.org/dem/preparedness/regional-evacuation-studies
Date Accessed: 11/2024

Note: The Base Scenarios presented in this table assume a 100% response rate from evacuating counties

Transportation for the Disadvantaged Program

The primary goal of community transportation is to provide residents with access to places for work, medical needs, and shopping so that they can live vital, productive, and rewarding lives. It is easy to take such access for granted, yet the lack of transportation resources is a major barrier for many people who are unable to drive or do not have access to a car and must depend on friends or family to help them meet their basic daily needs. The inability to travel often leads to isolation; withdrawal from society; and neglect of medical needs, nutrition, shopping, education, and other purposes necessary to lead a healthy lifestyle.

In compliance with Code of Federal Regulations 49 CFR Part 37, EC Rider's Dial-A-Ride Program (Paratransit Service) is available to individuals with disabilities who are unable, as the result of physical or mental impairment, and without the assistance of another individual, to board, ride, or disembark public transportation for access to life sustaining activities, healthcare, employment, education, shopping, leisure, recreation, or general ventures.

- Persons with disabilities, either physical or mental, preventing independent transportation
- Individuals who are economically disadvantaged (Transportation Disadvantaged Program Only)
- Children before their 18th birthday and adults over 60 (Transportation Disadvantaged Program Only)
- Reside within Okaloosa County limits (Transportation Disadvantaged Program Only)

Reservations are required when using Dial-A-Ride Services and the price of the trip is determined by the distance traveled. Several agencies sponsor client transportation needs and pay all or most of the cost. (www.ecrider.org/dial-a-ride)

The Transportation Disadvantaged Service Plan is an annually updated tactical plan jointly developed by the Emerald Coast Regional Council and the Okaloosa County Board of County Commissioners (the Community Transportation Coordinator, or CTC), which contains development, service, and quality assurance components. The Local Coordinating Board reviews and approves the Service Plan and it is submitted to the Commission for the Transportation Disadvantaged for final action. **Table B:3** presents a summary of the Development Plan for the Transportation Disadvantaged Service Plan (TDSP).

Table B:3 - 2024 Okaloosa County Transportation Disadvantaged Service Plan

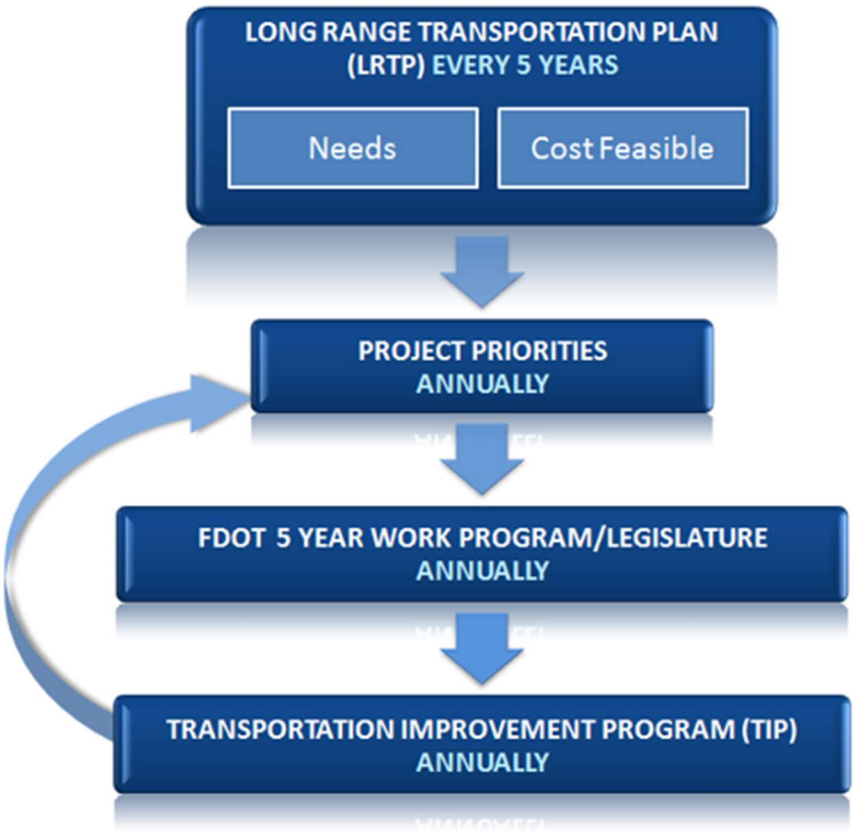
Project from FY 2022 - 2026	Estimated Cost	Funding Source
Purchase replacement dial-a-ride vehicles to provide transportation for the elderly, disadvantaged and disabled citizens in Okaloosa County.	$1,160,000	Urbanized Area – 5307 (capital)
Provide transportation services for disadvantaged and disabled citizens in Okaloosa County coordinated through the CTC.	$300,000	Urbanized Area – 5307 (operating)
Formula (competitive) grant to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services.	To be determined	Enhanced Mobility of Seniors and Individuals with Disabilities - 5310
Capital and/or operating assistance to provide rural transportation services in Okaloosa County coordinated through the CTC.	$60,000	Non-Urbanized Area - 5311
Transit operating assistance for non-urbanized public Transportation in order to prevent, prepare for and respond to COVID-19.	-	Non-Urbanized
Capital funding to replace, rehabilitate, and purchase buses, vans, and related equipment, and to construct bus-related facilities. Funds are eligible to be transferred by the state to supplement urban and rural formula grant programs (e.g., 5307 and 5311).	To be determined	Bus & Bus Facilities (5339)
To determine whether a new or innovative technique or measure can be used to improve or expand public transit services. Service Development Projects specifically include projects involving the use of new technologies; services, routes, or vehicle frequencies; the purchase of special transportation services; and other such techniques for increasing service to the riding public.	To be determined	Public Transit Service Development Funds
Provide transportation services coordinated by the CTC to other human services organizations.	$ 806,825	CTD-TD
	To be determined	Medicaid
	$ 25,000	County
	$ 52,020	Farebox
Data Source: *Okaloosa County Transportation Disadvantaged Service Plan 20204 Annual Update* Date Accessed: 11/2024		

Okaloosa-Walton Transportation Planning Organization

The Okaloosa-Walton Transportation Planning Organization (TPO), staffed by the Emerald Coast Regional Council (ECRC), is the local, intergovernmental transportation policy board for Okaloosa County and Walton County. The board is comprised of local government officials who make decisions regarding transportation at a regional level. The Okaloosa-Walton TPO is required by state and federal law to establish a cooperative, comprehensive, and continuing planning process. The TPO also works to increase safety, security, accessibility, mobility, and connectivity for people and goods.

The TPO is tasked with developing Project Priorities. Project Priorities, which are essentially the Cost Feasible Plan element of the Long-Range Transportation Plan (LRTP), are usually approved in September each year and are due to the State Department of Transportation by October 1st. The adopted Project Priorities are used by the State Department of Transportation to develop a five-year Work Program. This five-year Work Program is then used by the TPO to develop its five-year Transportation Improvement Program (TIP). The TIP is adopted by the TPO at its June meeting each year. (See **Figure B:1**.)

Figure B:1 - The TPO Planning Cycle



City of Mary Esther Adopted Levels of Service

Roadway Levels of Service (LOS) have been established to ensure that adequate facility capacity for future development is concurrently sufficient with the issuance of development orders and development permits. The definition of LOS has evolved within Florida to a traveler-based perception of how well a service or facility is operating. The FDOT Multimodal Quality/Level of Service Handbook defines LOS as "a quantitative stratification of a performance measure or measures that represent quality of service, measured on an A-F scale, with LOS A representing the best operating conditions from the traveler's perspective and LOS F the worst."

These standards have been established for each roadway link consistent with the facility type and current FDOT LOS Analysis for State and County Roadways. **Table B:9** illustrates LOS and maximum traffic volumes for roadways with various characteristics.

The adopted peak hour (30th highest hour) level of service standards for arterial and collector roads within the City are as follows:

- Hollywood Boulevard (CR 602) through the city - **LOS E**
- SR 393 (Mary Esther Cut-Off) from SR 30 to city limits (north) - **LOS E**
- S.R. 30 (U.S. 98) from Hurlburt Field to city limits (east) - **LOS D**
- All other arterials and collector roads - **LOS D**

Standard Descriptions of LOS Standards: The LOS standards for all major road segments (facilities) shall be consistent with the letter standards per the descriptions in **Table B:4**. The overall intersection LOS standard is the same as the segment standard. The City of Mary Esther's existing LOS is shown on **Map B:3**.

Table B:4 - Standard Descriptions of LOS Standards

LOS A	Highest LOS, which describes primarily free-flow traffic operations at average travel speeds. Vehicles are completely unimpeded in their ability to maneuver within the traffic stream. Stopped delay at intersections is minimal.
LOS B	Represents reasonably unimpeded traffic flow operations at average travel speeds. The ability to maneuver within the traffic stream is only slightly restricted and stopped delays are not bothersome. Drivers are not generally subjected to appreciable tension.
LOS C	Represents stable traffic flow operations. However, ability to maneuver and change lanes may be more restricted than LOS B, and longer queues and/or adverse signal coordination may contribute to lower average travel speeds. Motorists will experience noticeable tension while driving.
LOS D	Borders on a range in which small increases in traffic flow may cause substantial increases in approach delay, and hence, decreases in speed. This may be due to adverse signal progression, high signal density, extensive queuing at critical intersections, and inappropriate signal timing.
LOS E	Represents traffic flow characterized at extremely low speeds. Intersection congestion is likely at critical signalized locations, with high approach delays resulting. Adverse signal progression is frequently a contributor to this condition.
Data Source: *The Florida Department of Transportation's 2020 Quality/Level of Service Handbook* Date Accessed: 1/2021	

Functional Classification Groups: Major thoroughfares are categorized into functional classification groups according to the character of service they provide. The four major functional classification groups are principal arterials, minor arterials, collectors, and local streets. The extent and degree of access control is a significant factor in defining the functional classification of a roadway. Regulated limitation of access is necessary on arterials to enhance their primary function of mobility, while the primary function of local streets is to provide access. FDOT's Functional Classifications are described in **Table B:5** and shown on **Map B:2**.

Table B:5 - FDOT Functional Classifications

Principal Arterials	The principal arterial system serves the major centers of activity and the highest volume traffic corridors of urbanized areas. Principal arterials typically serve longer distance trips. Although principal arterials constitute a small percentage of the total roadway network, they carry a high proportion of the total urban area traffic. The principal arterial system also carries most of the trips entering and leaving the urban area. Service on principal arterials is normally continuous with relatively high traffic volumes, long average trip lengths, and high operating speed. Service to abutting lands is typically subordinate to the provision of travel service and major traffic movements.
Minor Arterials	The minor arterial system interconnects and supports the principal arterial system. It accommodates trips of moderate lengths at a lower level of mobility than provided by principal arterials. Minor arterials provide continuity among communities and may carry local bus routes. Ideally, minor arterials do not penetrate identifiable neighborhoods. The spacing of minor arterials is typically not much greater than a mile in developed areas.
Collectors (Major/ Minor)	The collector street system provides vehicular access to and mobility within residential neighborhoods, commercial and industrial areas. It differs from the arterial system in that it penetrates neighborhoods and distributes trips from arterials to their ultimate destinations. Conversely, collectors also channelize vehicular traffic from local streets onto the arterial system. The collector street system may carry local bus routes. Service on collectors has relatively moderate average traffic volumes, average trip lengths and average operating speeds.
Local Streets	The local street system comprises all roadways not in one of the higher systems. It provides direct access to all land uses and densities and provides connections to the higher roadway systems. It offers the lowest level of vehicular mobility and usually only contains private vehicular travel except for school buses and delivery vehicles. Service on local streets has relatively low average traffic volume, short average trip length, and minimal through traffic.

FDOT Level of Service (LOS): FDOT's generalized standards are consistent with the LOS requirements of Chapter 163.3177 (6)(b), F.S., and are used to analyze and project LOS volumes for state roadways within the City's transportation system. FDOT's LOS analysis utilizes the "Generalized Service Volume Tables" from the FDOT 2023 Multimodal Quality/Level of Service Handbook. The FDOT 2020 state and county LOS analysis is reproduced in **Table B:9**.

Summary of LOS and Needs: The FDOT LOS data provided in **Table B:9** shows that all segments within the City operate at adequate levels of service through 2026. For 2045, U.S. Highway 98 is expected to exceed its adopted LOS. **Table B:6** summarizes the future roadway deficiencies for 2026 and 2045.

Table B:6 - Future Roadway Deficiencies for 2026 and 2045

Roadway Segment	From	To	LOS for 2026 / 2045
SR 30/US 98	Cody Avenue	Doolittle Boulevard	D / F
SR 30/US 98	Doolittle Boulevard	SR 393 (Mary Esther Boulevard)	C / F
SR 393	SR 30/US 98	Hollywood Boulevard	D / D
			Data Source: FDOT Date Prepared: 11/2024

Vehicle Crashes

Analysis of vehicle crashes is critical as it provides a tool for the County, municipalities, and the state to use when recommending appropriate safety measures and prioritizing future roadway improvements. The University of Florida houses the Signal Four Analytics program, an online resource for analyzing crash statistics, that is available to Florida public agencies as a tool to understand the attributes of incidents.

Statistics for the City of Mary Esther from the five-year period ending in July 2024 indicate that there were approximately 1,137 vehicle crashes within the City limits. Of these, four resulted in fatalities (none of which were bicycle or pedestrian related), and 18 resulted in serious injuries. Of the serious injury crashes, one involved a bicyclist, and one involved a pedestrian. **Table B:7** breaks the crashes down by type and severity.

As may be expected, crashes are concentrated at major intersections. **Map B:10** depicts the crash locations and density from August 2019 through July 2024.

Table B:7 - Vehicle Crashes by Type and Severity, August 2019 - July 2024

Crash Type	Count
Rear End	436
Sideswipe	139
Left Turn	124
Off Road	74
Angle	67
Right Turn	40
Bicycle	8
Head On	8
Pedestrian	8
Unknown	8
Animal	6
Rollover	5
Other	214
Total	1,137

Data Source: UF Signal Four Analytics
Date Prepared: 11/2024

Crash Severity	Count
Fatality	4
Serious Injury	18
Injury	216
No Injury	899
Total	1,137

Data Source: UF Signal Four Analytics
Date Prepared: 11/2024

FDOT 5-Year Transportation Plan

The City's Capital Improvements Element schedule has incorporated FDOT's Work Program resulting in a prioritized list of projects for the City's roads, bridges, public transportation, maintenance, planning, research, and other transportation related projects. The FDOT Work Program lists all projects that the FDOT plans to develop, implement, and fund over a five-year period. It lists the projects by phases and shows the dollar amount that is associated with each of those projects. Each year, the Executive Committee reviews the Work Program and looks at funding levels for maintenance, right of way, capacity projects, and for the Florida Intrastate Highway System (FIHS) and makes necessary adjustments. FDOT funds are limited, budget constrained, and category specific. Work Program projects include the resurfacing the entire length of SR 30 (US 98) and SR 393 within the Mary Esther City limits (see **Table B:8)**.

Table B:8 - FDOT District 3 Adopted 5-Year Work Program, FY 2025-2029 - Projects in Mary Esther

Item No	Project Description	Work Description	Length (Miles)	2025	2026	2027	2028	2029
Highways: State Highways								
4373661	SR 30 (US 98) FROM W OF JOSIE RD TO W OF BROOKS BRIDGE	RESURFACING	7.047	$2,074 CST	-	-	-	-
4437442	SR 393 MARY ESTHER BOULEVARD FROM SR 30 (US 98) TO SR 189 BEAL PKWY	RESURFACING	1.833	$765 CST	-	-	-	-
Data Source: FDOT 5-Year Work Program Date Prepared: 11/2024								

Notes: ROW = Right of Way, PE = Preliminary Engineering, CST = Construction, OPS = Operations
$ amounts are in thousands

OPPORTUNITIES AND NEEDS FOR TRANSPORTATION

Future Land Use and Transportation System Interaction

This section is intended to fulfill the requirements of Section 163.3177 (6)(b)1, F.S. An essential basis for planning transportation systems is the Future Land Use Element and the Future Land Use Maps, which show where roadway facilities may be needed. The criteria for determining the extent of facilities needed are the adopted LOS standards. Therefore, the LOS standards contained in this element are directly related to the goals, objectives and policies of the Future Land Use Element as well as all other elements of the Comprehensive Plan. The City of Mary Esther staff and Local Planning Agency continually examine the functional relationship between the transportation system and the Future Land Use Maps to ensure that they adequately meet the needs of the City's existing and future populations. Development permits should only be issued where quality access is provided to ensure a safe and comfortable pedestrian environment as well as efficient movement of motorized traffic.

The City of Mary Esther is a densely-populated urban area characterized by low/medium-density residential and commercial development. The overall pace of growth and development in the City has remained slow over the past twenty years. However, because there are some opportunities for both new development and redevelopment, the City should be prepared for future growth and increased traffic circulation. The current roadway network serves the population with an average level of service but will require improvements in order to do so through the 2045 timeframe of this comprehensive plan.

Analysis of transportation and land use maps serves as a basis for determining the need for new roadway facilities and expansions to support planned development and to maintain adopted LOS standards. Analysis of the Future Land Use Map shows that future land use patterns are forecasted to generally follow historical patterns. Future traffic should also generally coincide with historical trends.

Travel Patterns, Population Characteristics, and Growth Trends

Availability of Multi-Modal Facilities and Services

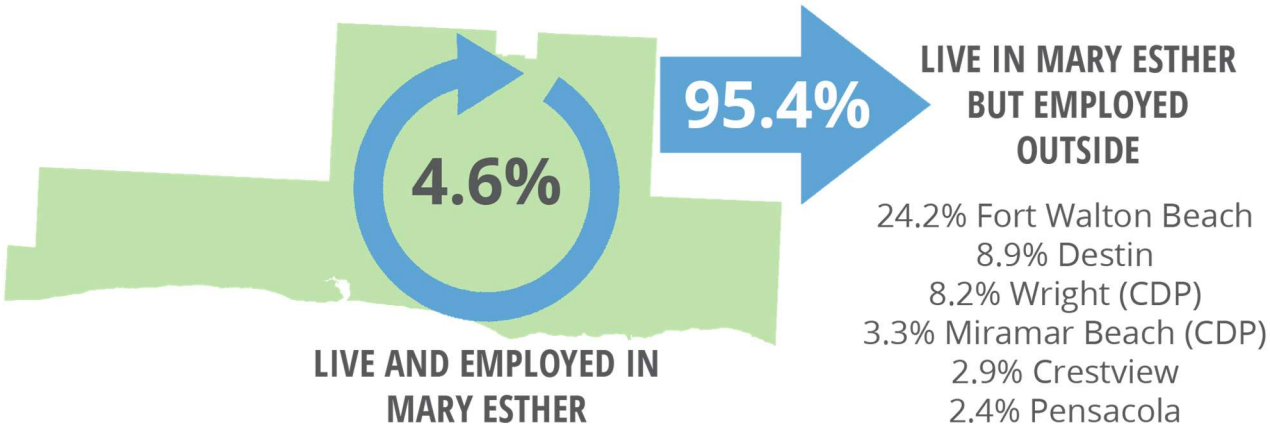
Availability refers to the extent to which the transportation system provides access to serve existing land uses. Access to serve existing land uses requires an efficient network of connections including roadways, public transit, bikeways, and pedestrian ways.

Commuter Trips

According to the U.S. Census Bureau's American Community Survey (ACS) 5-Year Estimates (2018-2022), the average commute for workers living in Mary Esther (and not working from home) is 24.1 minutes. It is estimated that seventy-nine-point-one (79.1%) of Mary Esther's working population drives alone to work, fifteen-point-two (15.2%) carpool, five-point-seven percent (5.7%) work from home, and less than one percent (1%) take public transportation or walk/bike to work. *(ACS 5-Year Estimates 2018-2022, Table S0801)*

Only four-point-six percent (4.6%) of Mary Esther's working population is employed within the City limits, while ninety-five-point-four percent (95.4%) are employed outside of Mary Esther. The majority of those working outside of Mary Esther are employed within Fort Walton Beach, followed by Destin, Wright, Miramar Beach, Crestview, and Pensacola (**Figure B:2**).

Figure B:2 - City of Mary Esther Work Destinations



Source: U.S. Census Bureau LEHD, 2021
CDP = Census Designated Place

Growth Impacts: The City of Mary Esther is fully built out with very little vacant land available for new development. As a result, any future growth would stem from the conversion or redevelopment of existing land uses. A primary area poised for such transformation is the site of the Santa Rosa Mall. Portions of this property present opportunities to be converted into residential or mixed-use developments, integrating housing, retail, and community spaces.

This redevelopment would significantly impact the roads surrounding the mall property, including

Mary Esther Boulevard (State Road 292), Hollywood Boulevard, and Page Bacon Road. These thoroughfares would experience changes in traffic patterns and potentially increased congestion due to the new land uses.

Evacuation Routes: Another concern during weather-related events is the safe evacuation of Mary Esther's residents, which when coupled with evacuees from east and west of the City has the potential of placing an inordinate amount of traffic on Mary Esther's evacuation road network. These demands increase the time needed to safely evacuate the local population from remote and low-lying areas that are vulnerable to flooding and lead to impassable roads. Traffic congestion along U.S. Highway 98 and SR 393/Mary Esther Boulevard, can drastically slow the evacuation process. Similarly, the potential for the influx of evacuees during major storms occurring elsewhere in Florida and the need for an efficient means of moving day-to-day traffic mandates that the County maintain high LOS standards to ensure safety for both out-of-area guests and Mary Esther residents.

All of Mary Esther's residents live within one-half mile of an evacuation route and have direct access through the local roadway network. The City will continue to seek funding for road paving and improvements to ensure LOS is maintained. Coordination with FDOT and the Okaloosa-Walton TPO is important in identifying inadequate facilities, seeking funding, and preparing a work program to ensure that roadways and bridges function efficiently not only during evacuations, but during normal daily operations. The City will continue to direct population growth away from areas that are particularly vulnerable to hazards such as flooding.

Evacuation routes and shelters near Mary Esther are shown on **Map B:9**.

CONSIDERATIONS FOR TRANSPORTATION

Complete Streets

Complete Streets are planned, designed, constructed, operated, and maintained to safely and comfortably accommodate people of all ages and abilities. That includes, but is not limited to, pedestrians, cyclists, transit users, rideshare users, motorists, and freight and service operators. Efforts for incorporating Complete Streets policies begin at the local level and are commonly supported by roadway design guidelines at state and regional stages.

Elements of Complete Streets include a wide arrangement of components, such as bicycle lanes, sidewalks, crossing opportunities, median islands, pedestrian signals, curb extensions, streetscape, landscape, etc. The benefits of Complete Streets include improved safety, better access (particularly for residents with disabilities), economic development, enhanced public health though active transportation, and improved air quality. When well-designed Complete Streets have been found to reduce crashes involving vehicles and alternative modes of transportation. Future improvements along alternate US 98 routing, including Hollywood Boulevard would benefit from the incorporation of Complete Streets methodologies.

Bike Ped Facilities

Bicycling and walking have become both tools for healthy lifestyles and means of recreation. One of the visions outlined in the City of Mary Esther's Vision Plan is to "become a walking and biking city, with a connected network of sidewalks, greenways, and multi-use trails." The Great Northwest Coast Connector is a regional initiative that is continuing to advocate for construction of the infrastructure along the FDOT identified SUN Trail network. This long-distance trail can be an economic development tool through recreational tourism.

Protected sidewalk and greenways can provide great comfort and accessibility for bicyclists and pedestrians. Some smaller scale improvements could also be made to better serve alternative transportation modes. Permanent or temporary protection can be provided at transit stops. Wide streets can be restriped to include bicycle or multi-use. paths. Pedestrian crossings at signals can be improved, or midblock crossings added at common crossing points. *(Community Vision Plan: Public Infrastructure Assessment, October 2022)*

A growing senior population, the climate and terrain, and recent environmental, health, and social trends all serve as an impetus for development of bicycle and pedestrian facilities. Improvements that encourage the use of bicycles and foot traffic will be supported by the City, especially in areas where there are schools, commercial shopping areas, and employment centers. Additionally, roadway resurfacing and widening projects can be used to accommodate bicycle trips so that sharing the road is feasible. Restriping lanes to include bicycle lanes along with signage to alert drivers of a cyclist presence should be part of the transition to a safer network.

Access Management System

Access management is critical to ensure that roadways continue to function in the manner for which they were designed. Good access management can reduce or eliminate the need for more traffic control devices to be installed in developing areas and promotes smooth uninterrupted traffic flows, thereby preserving adopted LOS standards.

Traffic congestion generally worsens the more access (i.e., driveways and intersections) installed on a particular street. According to the Access Management Guidebook (FDOT, 2019), U.S. Highway 98 exceeds the allowed maximum median openings by spacing. These access points and corresponding median breaks can be reduced to improve traffic operations and multimodal safety. The primary way of doing this in a city like Mary Esther is to install medians and curbs to limit left turns. *(Community Vision Plan: Public Infrastructure Assessment, October 2022)*

Alternate Routes

U.S. Highway 98 already shows capacity issues, which will further worsen in future years. Since it is not likely that U.S. Highway 98 will expand beyond four lanes through the City limits, there are several options for potential alternative routes that could be further explored for public support and feasibility, as outlined in the *City of Mary Esther Vision Plan's Public Infrastructure Assessment* (**Map B:11**).

Alternate #1 uses mostly existing facilities but would require an extension of Hollywood Boulevard. This extension of Hollywood Boulevard is included as partially funded within the Okaloosa-Walton TPO's 2045 Long Range Transportation Plan. Alternate #2 requires an extension of Hollywood Boulevard to an access road in Hurlburt Field, which would require further coordination but not interfere with neighborhood access streets. Alternates #1 and #2 both would use the existing Memorial Parkway connection outside the city limits. Alternate #3 uses only existing facilities within the city boundary but would provide a small alternate route around congestion at the retail in the area and for vehicles to and from Mary Esther Boulevard. All of these alternatives would include optimized signal timing, lane reconfiguration, and other small infrastructure improvements along their respective corridors. *(Community Vision Plan: Public Infrastructure Assessment, October 2022)*

Funding and Operational Responsibility

Transportation funding is crucial to land use, development, and transportation concurrency. The Okaloosa County Board of County Commissioners and FDOT, the two agencies responsible for the state and county roads, receive most of their funding from the same sources – federal, state, county, and local taxes on motor fuels. State and federal grants have been and are expected to remain the largest financing tool for County roads.

State Road System: FDOT primarily determines new construction and major improvement

needs and takes construction and operational responsibility for the state road system in Okaloosa County. Funding for operation and maintenance of these roadways is provided by the State.

County Road System: The Okaloosa County Public Works Department has operational responsibility for the county road system, including some facilities located within the City of Mary Esther. Funding for improvements to the county road system is derived from a combination of state and local revenue sources. Maintenance and improvement of the County secondary road system is funded primarily through fuel taxes which are collected by the State and returned to the County. As growth occurs within the County, public-private partnerships under the proportionate fair share provision outlined in the Land Development Code could provide an additional funding source for transportation improvements.

City of Mary Esther Road System:

Transportation Concurrency: Concurrency is an optional, yet effective growth management concept intended to ensure that necessary public facilities and services are available concurrent with the impacts of development. To carry out transportation concurrency, local governments must define what constitutes an adequate level of service and measure whether the service needs of a new development outrun existing capacity and any scheduled improvements in the Capital Improvements Element.

To test transportation concurrency, the projected number of trips generated by the proposed development should be subtracted from the available capacity for the impacted roadway segment(s). If the demand is less than the available capacity on all roadway segments impacted by the project, then the project meets the test for transportation concurrency.

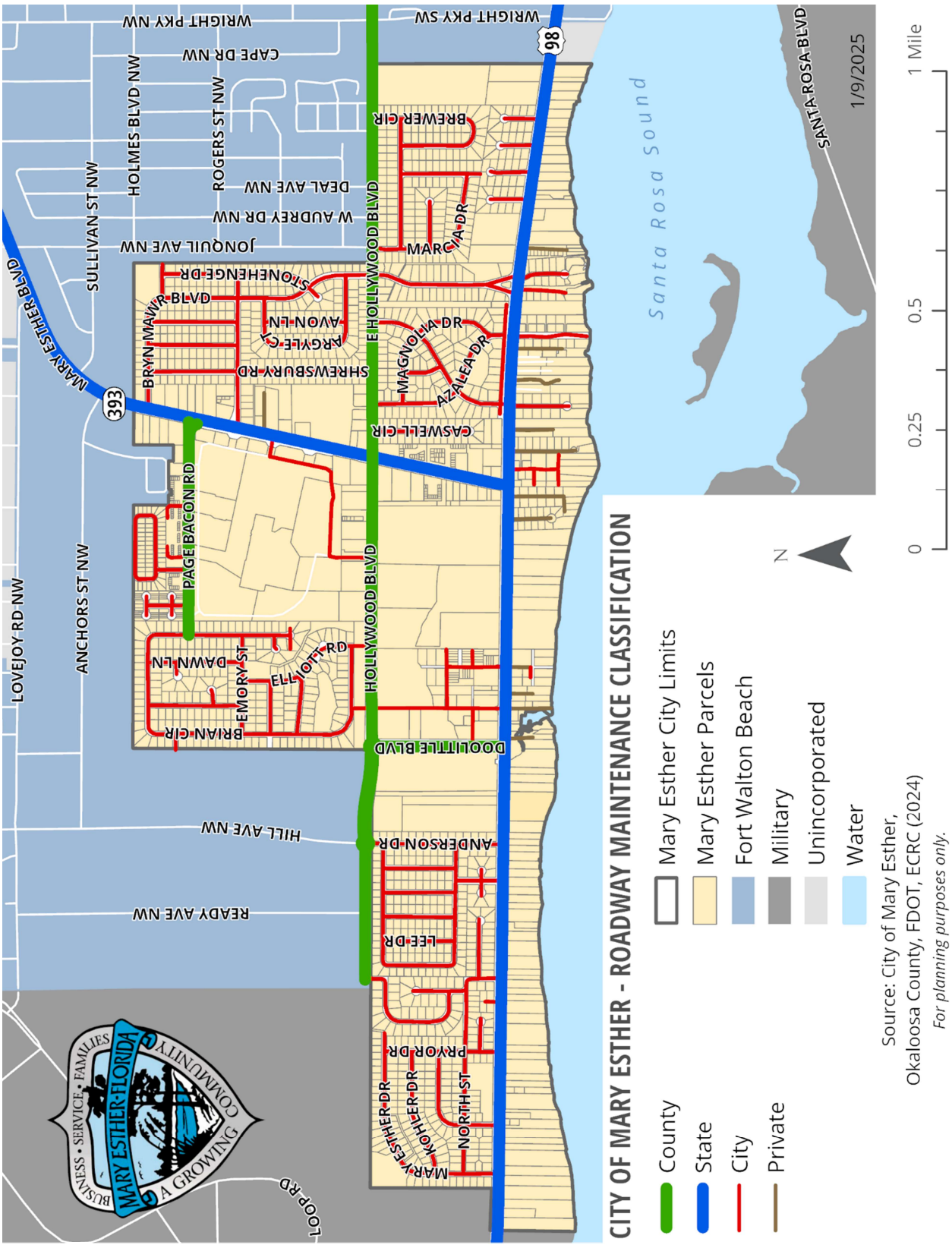
Table B:9 - City of Mary Esther Roadway Existing and Future Characteristics

Roadway Segment	From	To	Length	Number of Lanes	Maximum Volume	Adopted LOS	2020 AADT	2020 LOS	Future Lanes	2026 AADT	2026 LOS	2045 AADT	2045 LOS	Annual Growth[1]
US 98 (SR 30)	0.178 W OF 57030114 EB	DOOLITTLE BLVD	2.191	4	52,600	D	44,000	C	6	59,840	D	110,000	F	4%
US 98 (SR 30)	DOOLITTLE BLVD	SR-393 MARY ESTHER BLVD	0.543	4	39,795	D	35,500	C	6	38,557	C	48,235	F	1%
US 98 (SR 30)	SR-393 MARY ESTHER BLVD	MEMORIAL PKWY SW	1.492	4	39,795	D	30,500	C	4	32,330	C	38,125	C	1%
SR 393 (Mary Esther Blvd)	HOLLYWOOD BLVD	ANCHORS ST NW	0.583	4	39,795	E	25,000	C	4	26,500	C	31,250	C	1%
SR 393 (Mary Esther Blvd)	US-98/SR-30	HOLLYWOOD BLVD	0.285	4	14,500	E	18,300	D	4	19,398	D	24,681	D	1%

Data Source: FDOT
Date Prepared: 11/2024

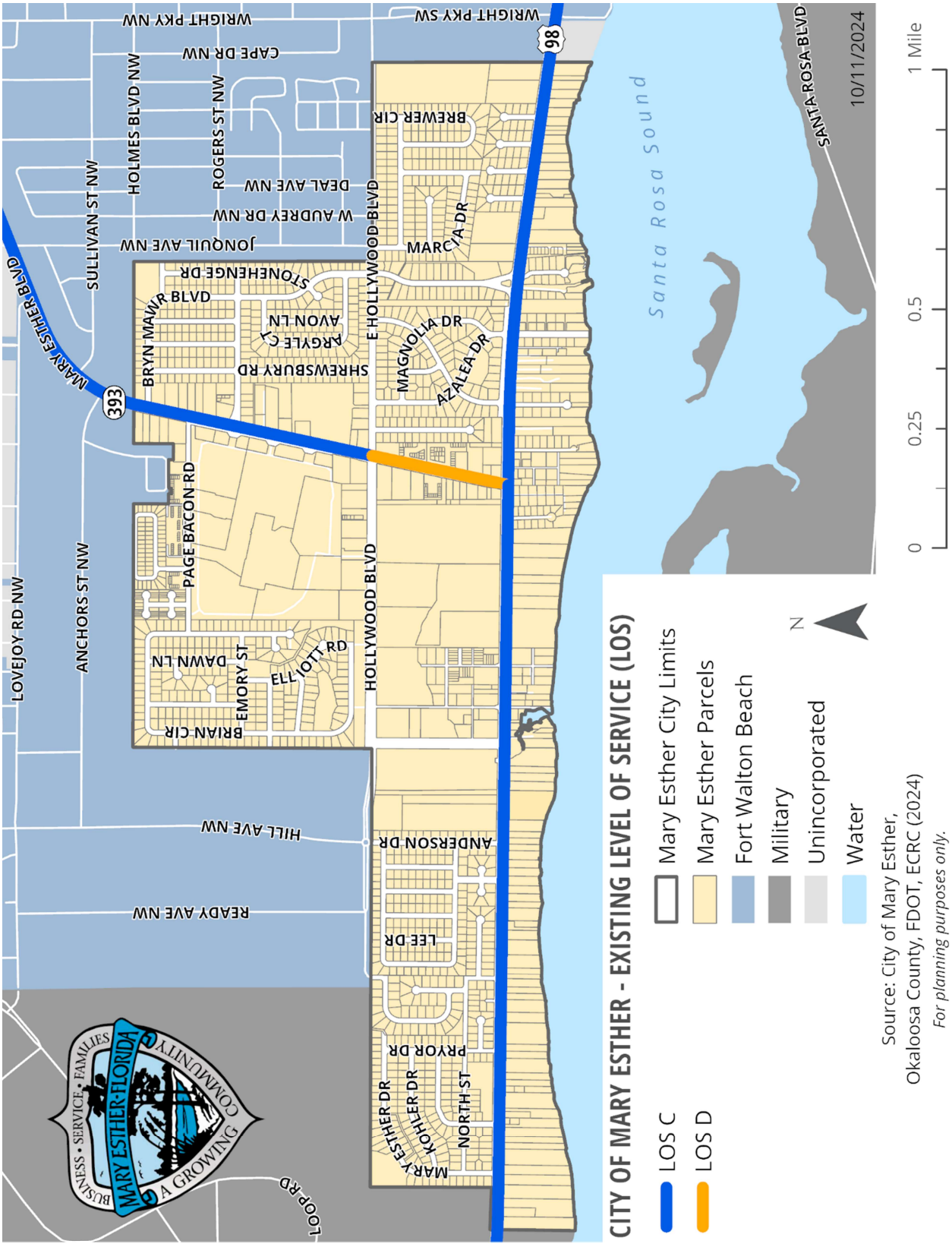
Notes: [1]Where Annual Growth is > 6%, projections are reduced to a maximum of 6%. Where Annual Growth <1%, projections are increased to a minimum of 1%.

Map B:1 - Roadway Maintenance Classification



Map B:2 - Roadway Functional Classification

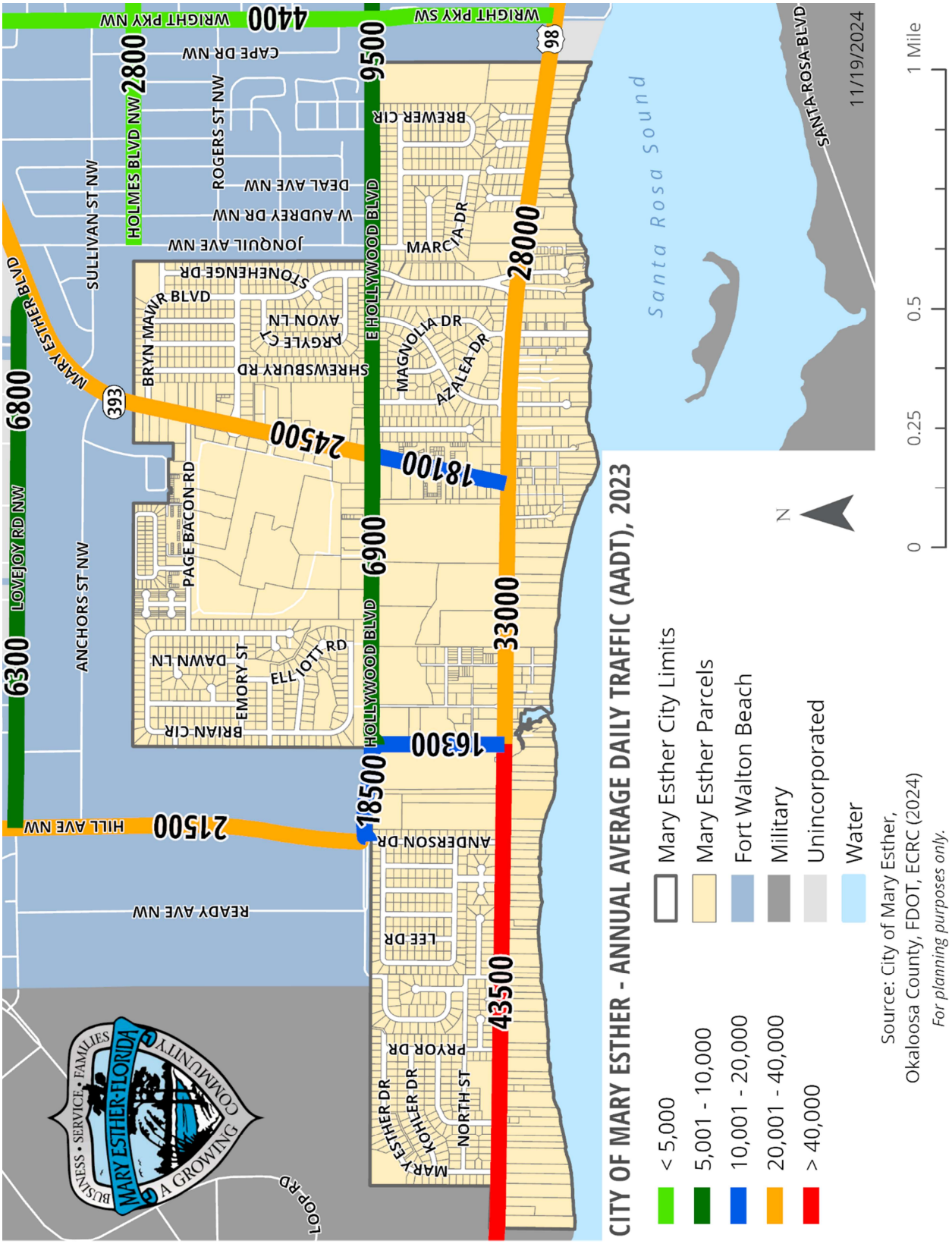
Map B:3 - Existing Level of Service (LOS)



Map B:4 - Existing Number of Lanes

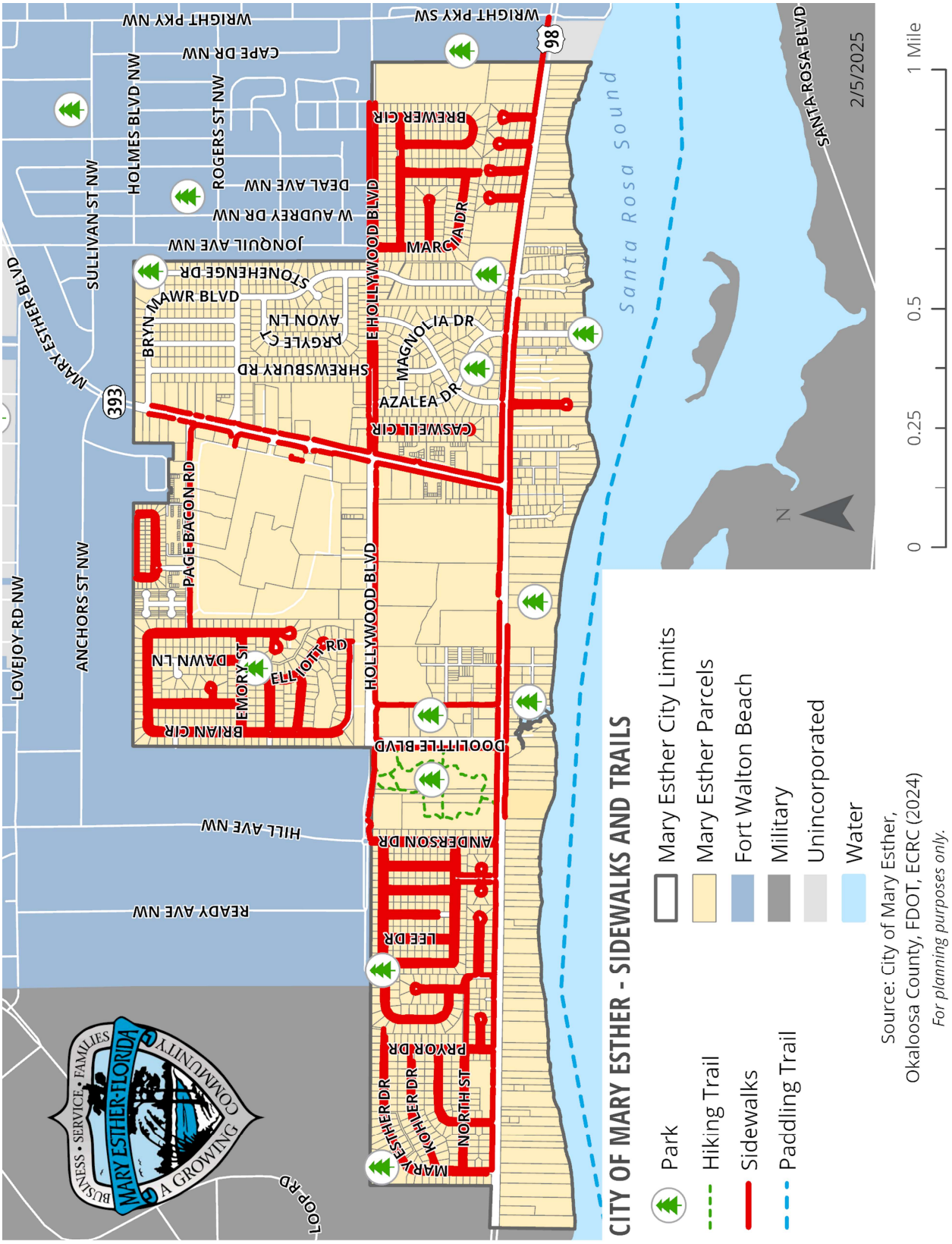
Map B:5 - Maximum Speed Limit

Map B:6 - Average Annual Daily Traffic

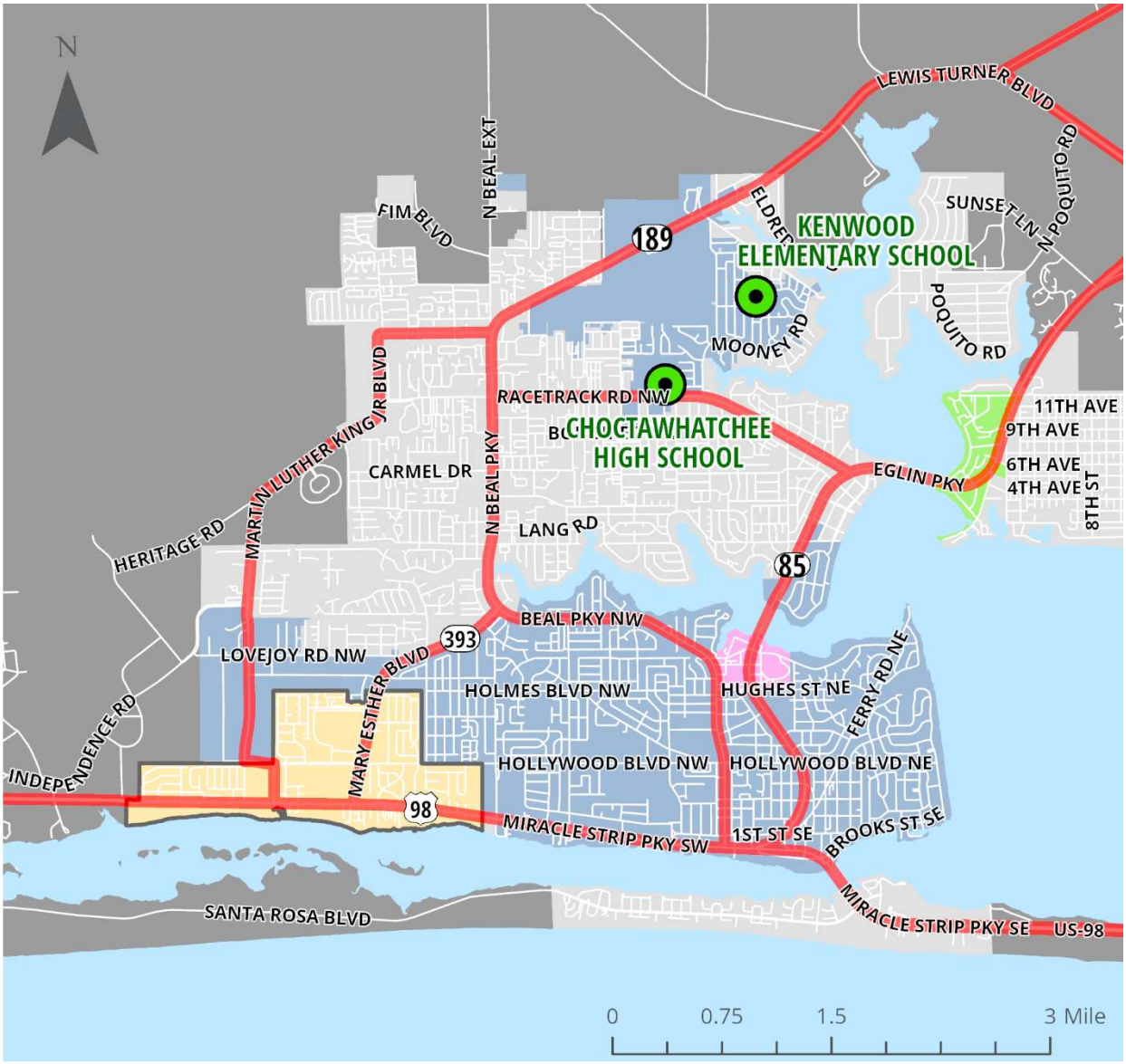


Map B:7 - Transit Routes and Stops

Map B:8 - Sidewalks and Trails



Map B:9 - Evacuation Routes and Shelters



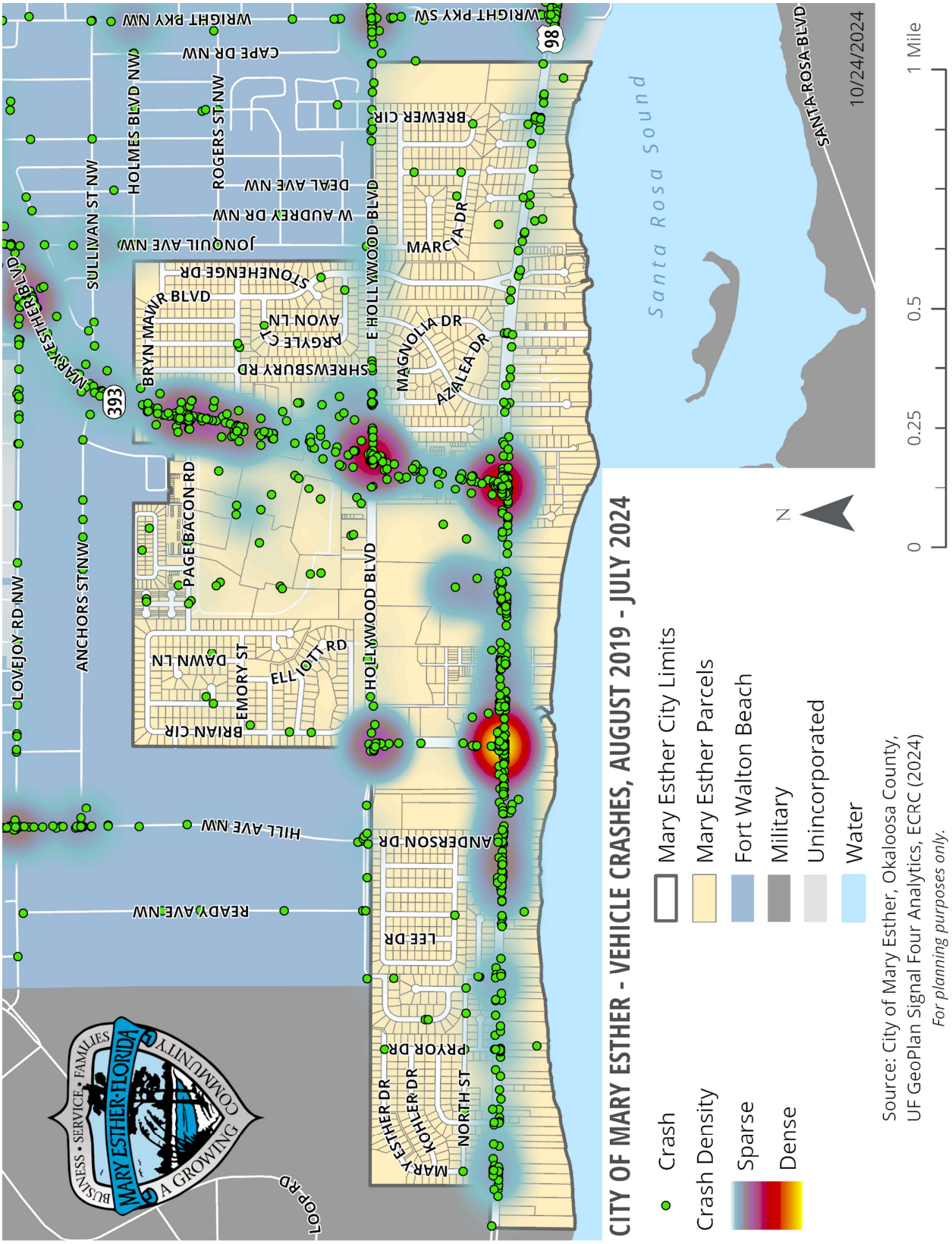
CITY OF MARY ESTHER - EVACUATION ROUTES AND SHELTERS

- Shelter
- Evacuation Route
- Mary Esther City Limits
- Shalimar
- Cinco Bayou
- Fort Walton Beach
- Military
- Unincorporated
- Water

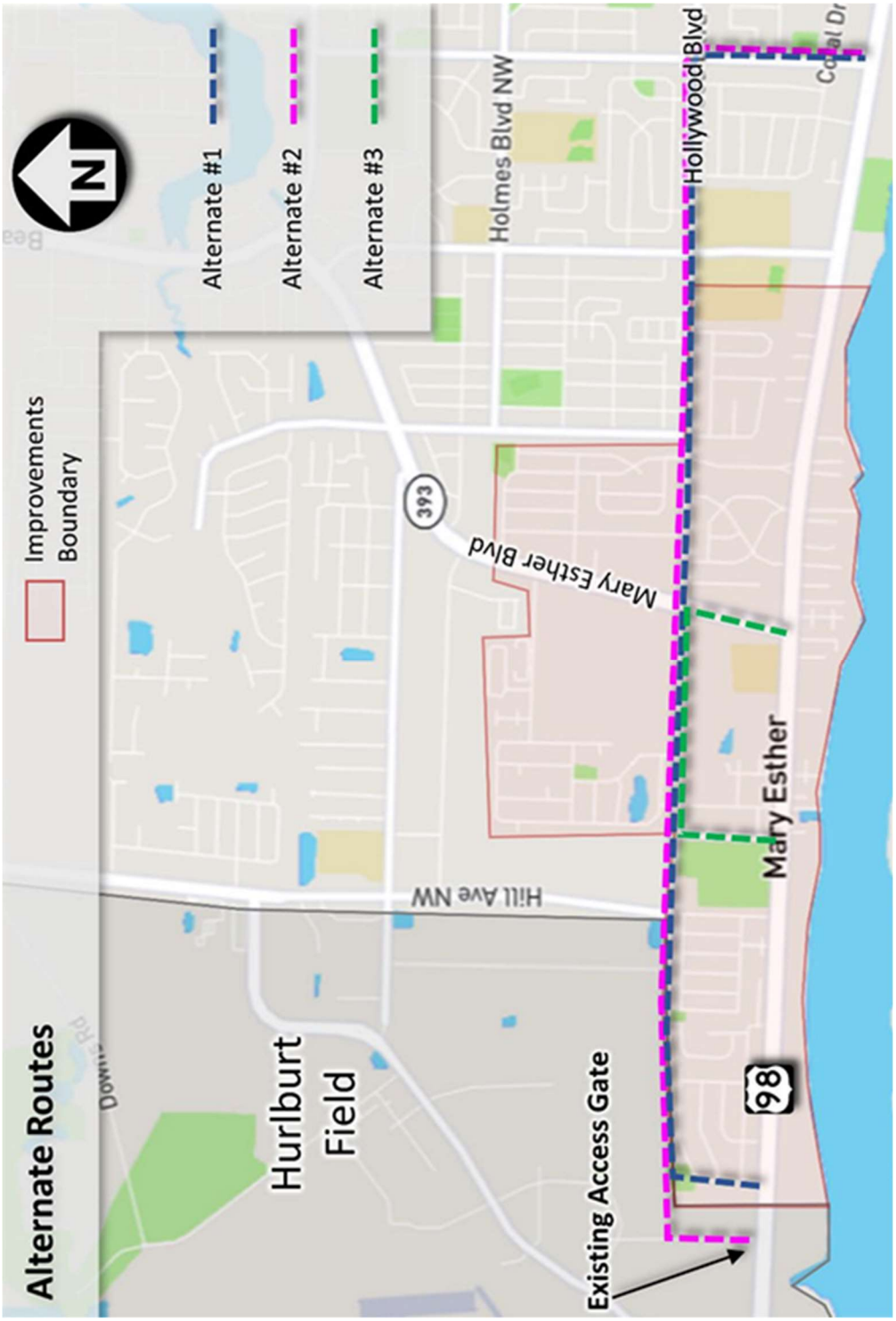
Source: City of Mary Esther, Okaloosa County, ECRC (2024)

For planning purposes only.

Map B:10 - Vehicle Crashes, August 2019 - July 2024



Map B:11 - Alternate Routes



Source: *City of Mary Esther Vision Plan, 2023*

Section C:
Housing Element

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INTRODUCTION AND PURPOSE

The competitiveness of a community's housing market is an important economic development objective. To build and maintain competitiveness, a community must offer a range of housing options, keeping with current and future demand.

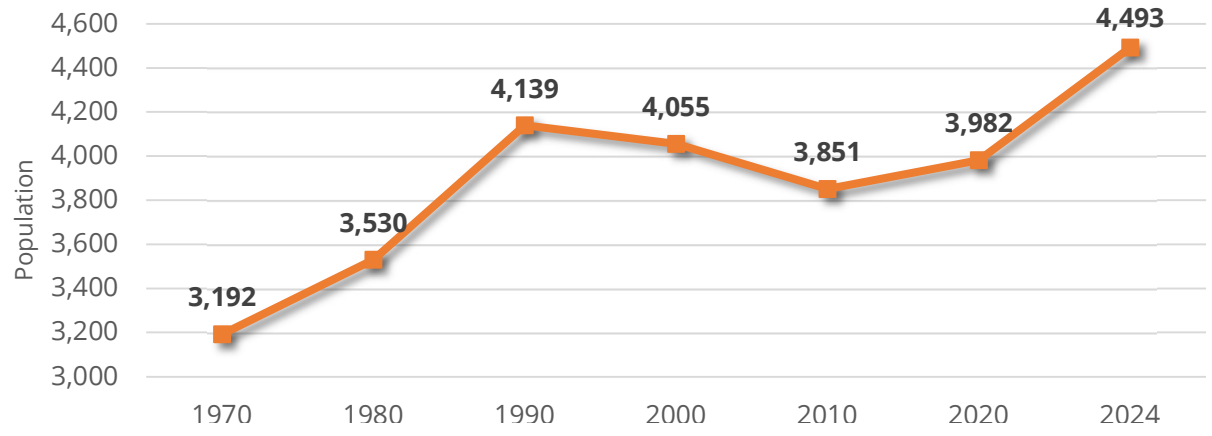
The Housing Element addresses the provision of adequate housing sites for the City of Mary Esther's population including housing for very low, low, and moderate-income households; workforce housing; households with special needs; mobile and manufactured housing; residential care facilities for elderly residents; and group and foster care homes. While these categories are not exclusive of each other, the information can help tell the story of housing needs. The data within this Element can be utilized to create policies that support a diverse housing stock to serve the current and future residents of the City of Mary Ether.

Understanding demands and deficiencies is critical to create effective housing policies and strategies that elevate quality of life for all citizens. By planning for a variety of owner and renter opportunities, the City can retain and support current households while attracting people from across the income and skill spectrum, which is key to a healthy economy.

POPULATION

According to the most recent decennial Census (2020), approximately three thousand nine hundred eighty-two (3,982) people reside in the City of Mary Esther. The University of Florida's Bureau of Economic and Business Research (BEBR) estimates the 2024 population at four thousand four hundred ninety-three (4,493) persons. (**Figure C:1**).

Figure C:1 – City of Mary Esther Total Population, 1970-2024



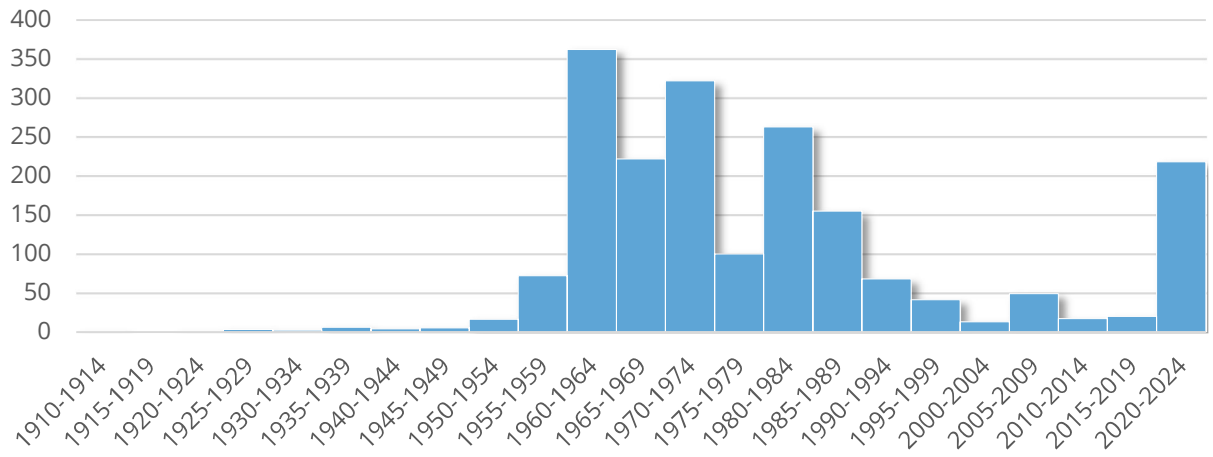
Data Source: U.S. Census Bureau (1970-2020); BEBR Estimate (2024)
Date Prepared: 10/2024

HOUSING AND POPULATION CHARACTERISTICS

Dwelling Unit Construction

At the time of this document's writing, precise data on recent dwelling permits was unavailable. Instead, the year built of existing dwellings is used as a proxy. As shown in **Figure C:2**, the majority of Mary Esther's housing stock was constructed between 1960 and 1979, reflecting a period of rapid single-family home development. Over the past thirty (30) years, housing growth has been limited, primarily due to the lack of available undeveloped residential land within the City. Recent growth has largely been tied to redevelopment efforts, including the initial phase of the Renaissance Apartments on the Santa Rosa Mall property, which marked a significant increase in multi-family residential options. Future housing expansion will likely require the conversion of existing commercial properties into residential or mixed-use developments.

Figure C:2 – Existing Dwelling Units Built by Year



Data Source: Okaloosa County Property Appraiser
Date Prepared: 11/2024

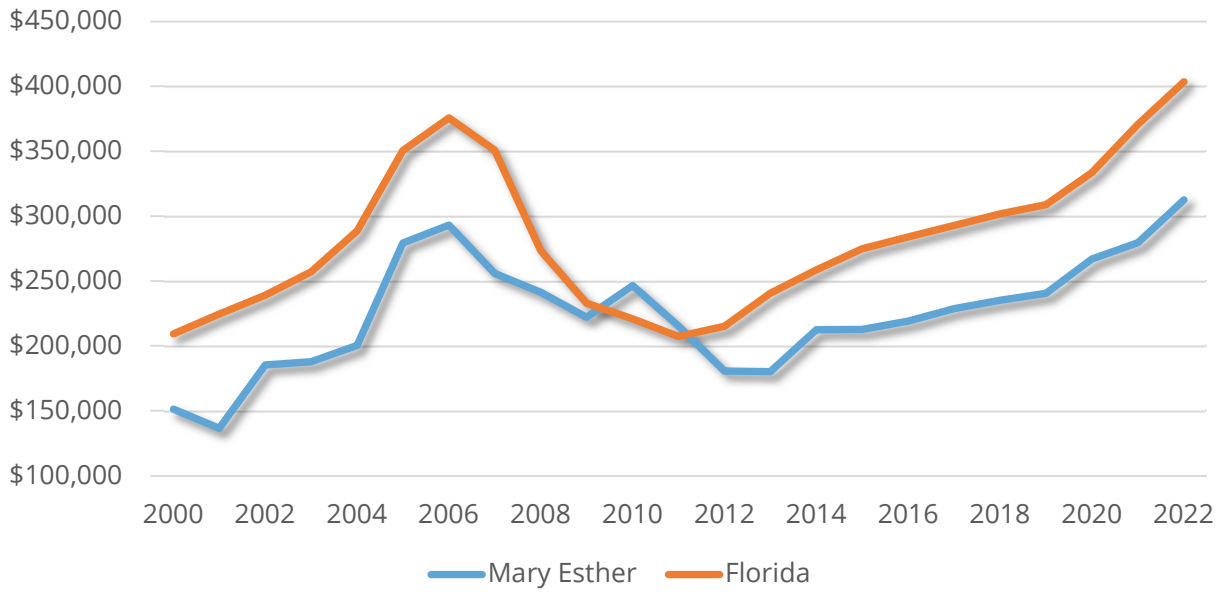
Median Home Prices

Rising home prices have been driven by strong demand and limited housing supply, which is exacerbated in Mary Esther by the lack of undeveloped residential land. While historically low mortgage rates have helped offset the affordability challenge for some buyers, the recent surge in interest rates could further limit access to homeownership. The disparity between Mary Esther and state-wide housing price growth demonstrates local market conditions shaped by proximity to military installations, limited land availability, and regional economic factors.

The median home value in the City of Mary Esther has risen significantly over the past two decades, as depicted in **Figure C:3**. Based on available data, the median home price in Mary Esther was approximately three hundred twelve thousand five hundred twenty-four dollars ($312,524) in 2022, reflecting an upward trend in housing costs. This increase aligns with broader trends across Florida, where the median home price reached four hundred three thousand five hundred ninety-one dollars ($403,591) in 2023.

These housing price trends highlight the importance of developing strategies to ensure housing accessibility, particularly for workforce housing and moderate-income households, to support the City's economic vitality and community resilience.

Figure C:3 - Median Home Price, Real (2023 $)



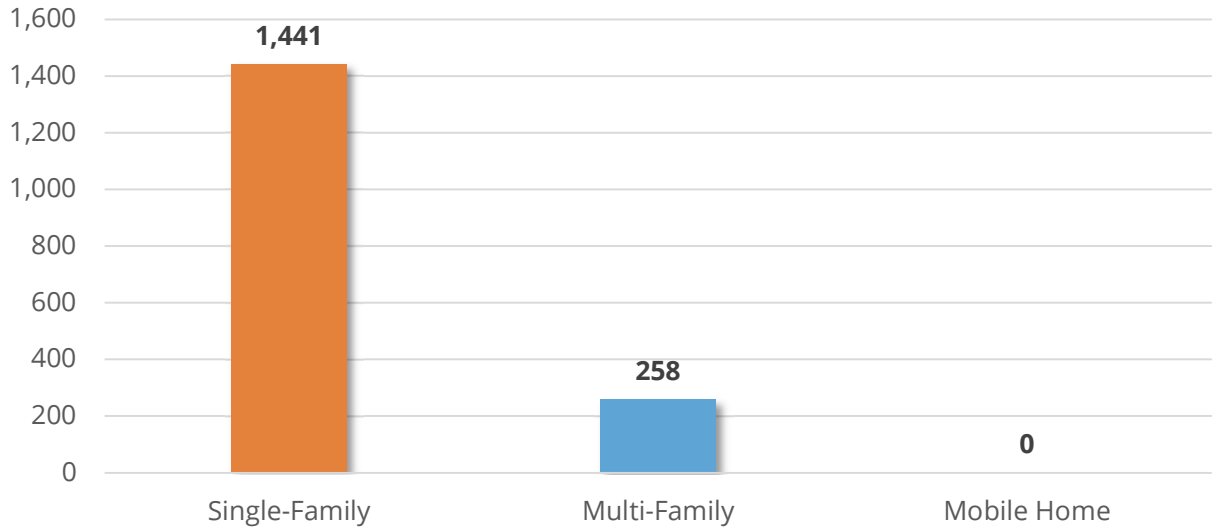
Data Source: Florida Department of Revenue Sales Data File; Shimberg Center for Housing Studies tabulation of County property appraiser data
Date Prepared: 10/2024

Notes: Nominal dollar amounts are not adjusted for inflation. Real dollar amounts are converted to the most recent year's dollars using the Consumer Price Index.

Housing Types

The current site-built single-family housing inventory for the City of Mary Esther is estimated at one thousand four hundred forty-one (1,441) units, or eighty-five percent (85%) of the housing stock (**Figure C:4**). There are an estimated two hundred fifty-eight (258) multi-family units, or fifteen percent (15%) of the housing stock. Mobile homes do not make up a significant part of the housing stock within the City of Mary Esther.

Figure C:4 - Housing Units by Type, 2018-2022



Data Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates, Table DP04
Date Prepared: 10/2024

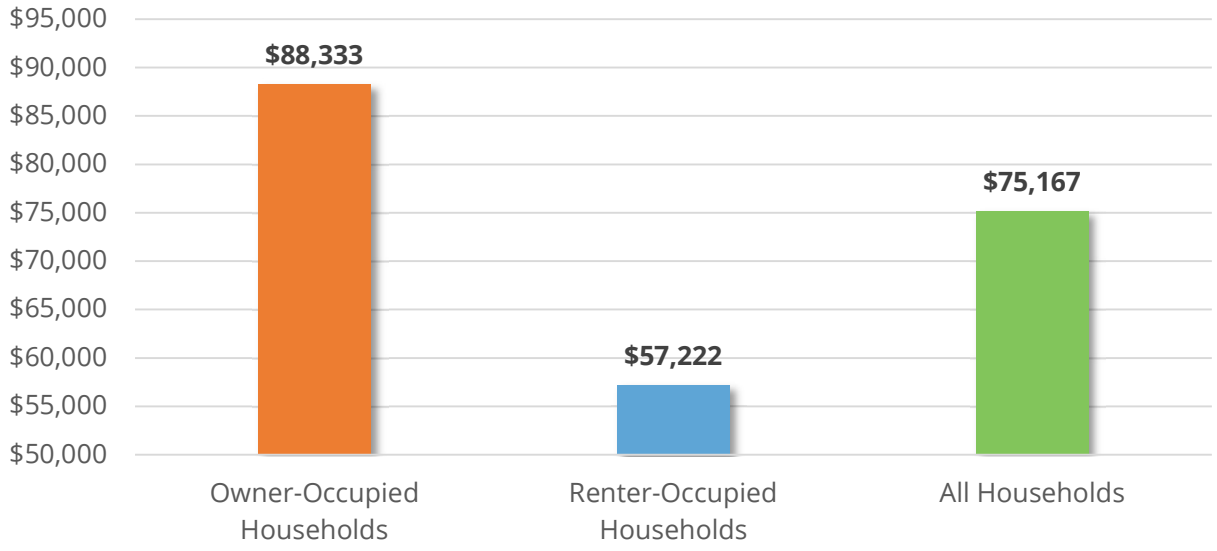
Notes: Counts refer to the number of dwelling units in each type of structure. The ACS is based on an annual sample of U.S. households

Median Income by Tenure

The median household income in the City of Mary Esther reflects a mix of owner-occupied and renter-occupied income patterns. Based on the U.S. Census Bureau's 2018-2022 American Community Survey, the median income for all households in Mary Esther is seventy-five thousand one hundred sixty-seven dollars ($75,167) (**Figure C:5**). This is slightly higher than Florida's median household income of seventy-three thousand three hundred eleven dollars ($73,311) but lower than the overall median income for Okaloosa County, which stands at eighty-three thousand twenty-four dollars ($83,024).

Owner-occupied households in Mary Esther have a significantly higher median income of eighty-eight thousand three hundred thirty-three dollars ($88,333) compared to renter-occupied households, which have a median income of fifty-seven thousand two hundred twenty-two dollars ($57,222). This disparity underscores the economic advantages of homeownership within the City.

Figure C:5 - Owner-Occupied Households by Housing Costs as a Percentage of Household Income, 2018-2022



Data Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates, Table S2503
Date Prepared: 10/2024
Notes: The ACS is based on an annual sample of U.S. households.

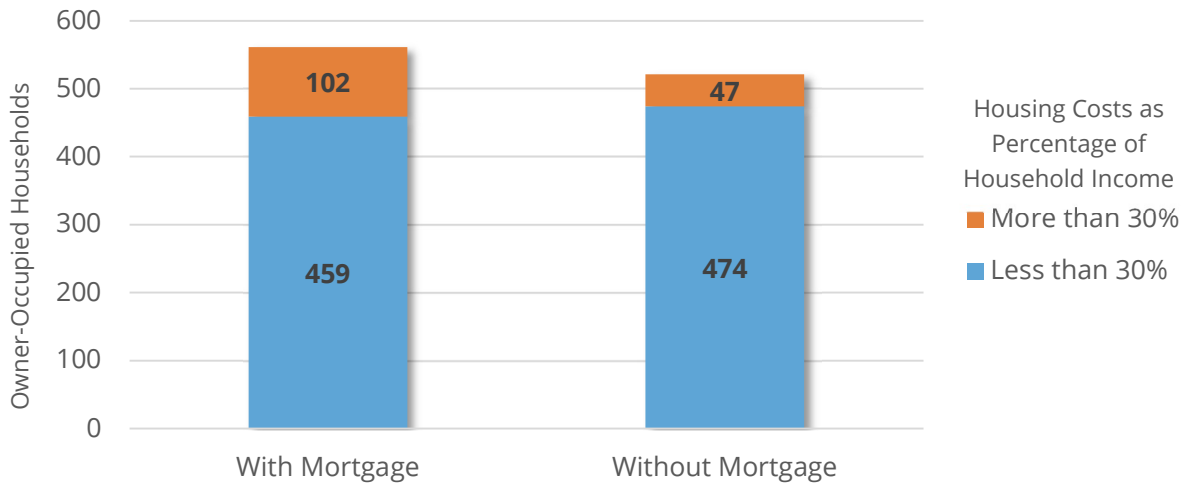
Owner-Occupied Housing Costs

In the City of Mary Esther, a significant majority of owner-occupied households spend less than thirty percent (30%) of their income on housing costs, adhering to affordability standards established by the U.S. Department of Housing and Urban Development (HUD). Specifically, eighty-two percent (82%) of owner-occupied households with a mortgage and ninety-one percent (91%) of those without a mortgage fall below the thirty percent (30%) threshold for housing cost burden (**Figure C:6**).

Conversely, eighteen percent (18%) of owner-occupied households with a mortgage and nine percent (9%) of those without a mortgage spend more than thirty percent (30%) of their income on housing, indicating a housing cost burden. These figures highlight the relative affordability of housing in Mary Esther, particularly for homeowners without a mortgage, but they also point to a need to monitor affordability challenges for a subset of residents with mortgages.

Addressing housing cost burdens through targeted policies could ensure continued housing affordability for all residents and enhance overall economic stability in Mary Esther.

Figure C:6 - Owner-Occupied Households by Housing Costs as a Percentage of Household Income, 2018-2022

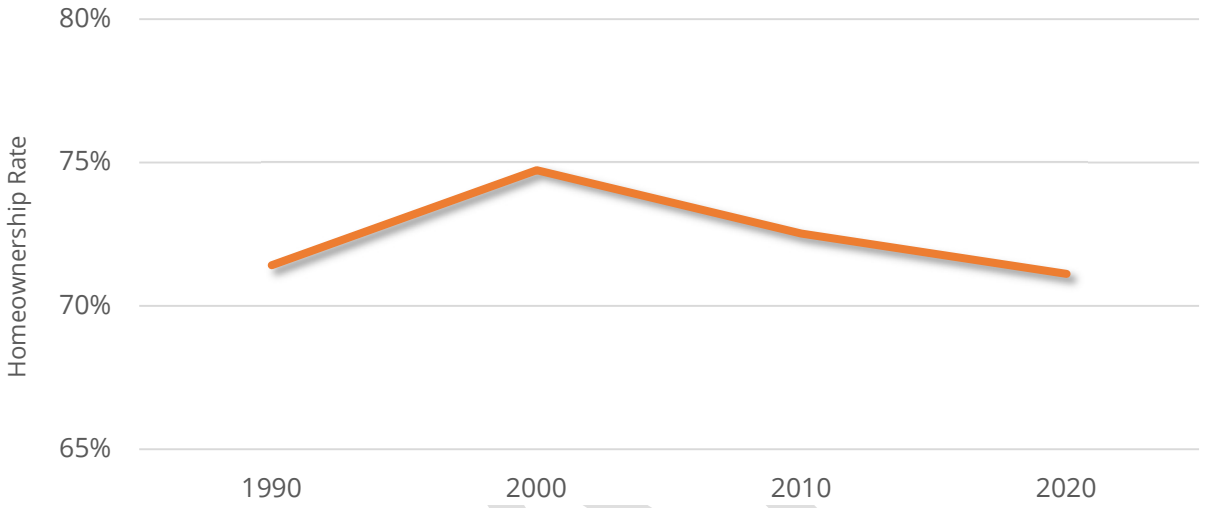


Data Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates, Table DP04
Date Prepared: 10/2024
Notes: The ACS is based on an annual sample of U.S. households.

Homeownership Rates

Homeownership rates in the City have decreased slightly since 1990. Unlike the State of Florida as a whole, the City of Mary Esther saw an overall decrease in homeownership from 1990 to 2019. (**Figure C:7**)

Figure C:7 – Homeownership Rate, 1990-2020



Data Source: U.S. Census Bureau, 1990/2000/2010/2020 Decennial Census
Date Prepared: 11/2024

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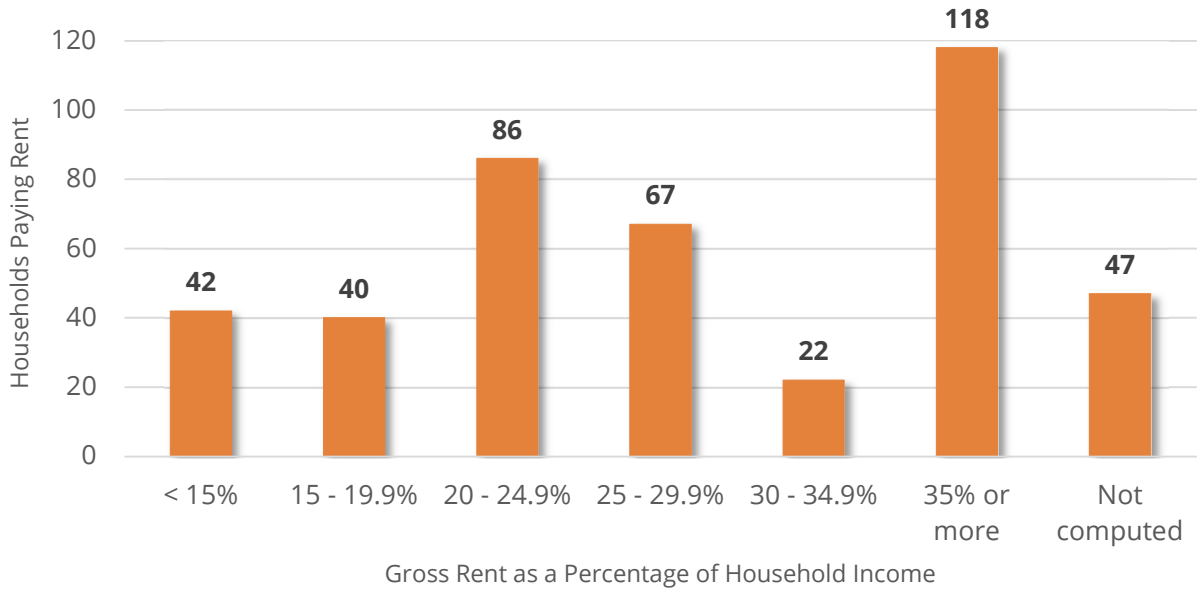
Gross Rent as a Percentage of Household Income

Approximately sixty-three percent (63%) of renter-occupied households in the City of Mary Esther spent less than thirty percent (30%) of their income on rent, a common measure of affordability. Approximately thirty-seven percent (37%) spent more than thirty percent (30%) of their income on rent. Rent percentages were not computed for an additional forty-seven (47) renter-households in the City. (**Figure C:8**)

Figure C:8 - Gross Rent as Percentage of Household Income, 2018-2022

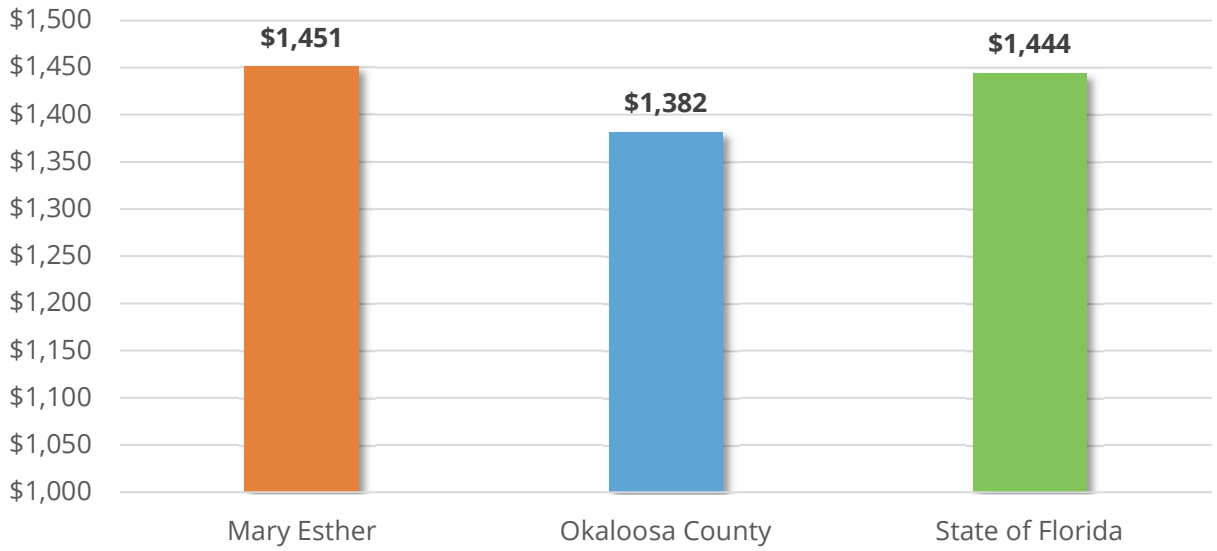


Data Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates, Table DP04
Date Prepared: 10/2024
Notes: Gross rent includes contract rent and utilities. The ACS is based on an annual sample of U.S. households.

Median Gross Rent

Median gross rent in the City of Mary Esther is one thousand four hundred fifty-one dollars ($1,451), which is slightly higher than the median for the state of Florida as a whole at one thousand four hundred forty-four dollars ($1,444) and the median for Okaloosa County, one thousand three hundred eighty-two dollars ($1,382). (**Figure C:9**)

Figure C:9 - Median Gross Rent, 2018-2022



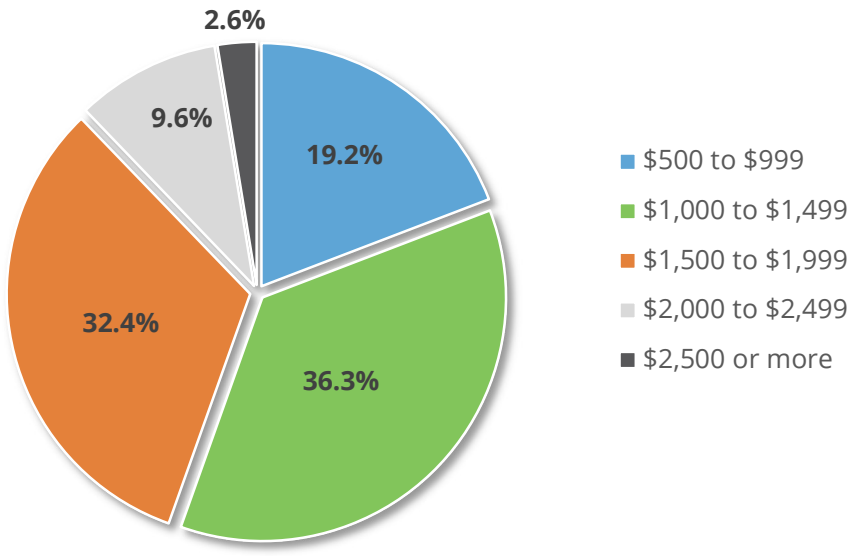
Data Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates, Table DP04
Date Prepared: 10/2024
Notes: Gross rent includes contract rent and utilities. The ACS is based on an annual sample of U.S. households.

Renter-Occupied Households by Gross Rent

In the City of Mary Esther, rental housing costs are distributed across a range of price points, as shown in **Figure C-10**. Approximately nineteen-point-two-percent (19.2%) of renter-occupied households pay between five hundred dollars ($500) and nine hundred ninety-nine dollars ($999) per month in gross rent, while the largest proportion—thirty-six-point-three-percent (36.3%)—spends between one thousand dollars ($1,000) and one thousand four hundred ninety-nine dollars ($1,499). Another significant share of renters, thirty-two-point-four-percent (32.4%), pays between one thousand five hundred dollars ($1,500) and one thousand nine hundred ninety-nine dollars ($1,999). A smaller proportion, nine-point-six-percent (9.6%), pays between two thousand dollars ($2,000) and two thousand four hundred ninety-nine dollars ($2,499), and only two-point-six-percent (2.6%) of renters report paying two thousand five hundred dollars ($2,500) or more per month.

These figures suggest that rental costs in Mary Esther are generally higher than those in Okaloosa County but still align with regional and statewide trends. As housing costs rise, the availability of rental units at lower price points becomes crucial for maintaining affordability for a diverse population. Addressing rental housing affordability through policies that support increased supply, will help ensure housing options for all residents.

Figure C:10 – City of Mary Esther Renter-Occupied Households by Gross Rent, 2018-2022



Data Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates, Table DP04
Date Prepared: 10/2024

Notes: Counts refer to the percentage of households with monthly rents in each dollar range. The ACS is based on an annual sample of US households.

HOUSING ACCESS

Income Limits

The Area Median Income (AMI) in Okaloosa County for a family of four is ninety-five thousand seven hundred dollars ($95,700) (U.S. HUD, 2024). Additional county income limits are highlighted in the **Table C:1**. Income limits qualify families for certain housing assistance programs.

Table C:1 - Okaloosa County Income Limits, 2024

Category	Area Median Income (AMI)	Income Limit (for 4-Person Household)
Extremely Low-Income	≥ 30% of AMI	≥ $31,200
Very Low-Income	30.1 - 50% of AMI	$31,201 - $47,850
Low Income	50.1 - 80% of AMI	$47,851 - $76,550
		Data Source: HUD, 2024 Date Prepared: 11/2024

Workforce Housing

As sales and rental prices continue to rise in the City of Mary Esther, many households face challenges in affording housing within their community. While some households may qualify for housing assistance programs through HUD and other state initiatives, these programs have limited resources and cannot meet all needs. Workforce housing, generally defined as housing affordable to households earning sixty percent (60%) to one hundred twenty percent (120%) of the Area Median Income (AMI), is becoming increasingly inaccessible to those on the lower end of the income spectrum.

In Mary Esther, rental costs for many households earning sixty percent (60%) of AMI are nearing unaffordability, as median gross rents continue to rise. Median home prices are similarly challenging. According to the most recent data, the median home price in Mary Esther has increased significantly, with a sharp rise in statewide and regional prices. Interest rates have also risen, with thirty-year (30-year) fixed mortgage rates averaging seven-point-five percent (7.5%) in 2024 compared to much lower rates in prior years. Assuming households spend no more than thirty percent (30%) of their income on

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housing, those earning sixty percent (60%) of AMI are increasingly unable to purchase a home at current prices, even with moderate down payments.

Efforts to address this issue should focus on supporting the development of workforce housing, maintaining affordable rental options, and ensuring that housing assistance programs are targeted effectively to meet local needs. Additionally, strategies to convert underutilized commercial properties into multifamily housing could help alleviate affordability pressures in the city.

Table C:2 - Estimated Maximum Affordable Home Purchase Price

Income Limit	Annual Wage	Maximum Home Purchase Price	Maximum Affordable Rent
60%	$45,100	$216,000	$1,128
80%	$60,134	$266,000	$1,503
100%	$75,167	$330,000	$1,879
120%	$90,200	$370,000	$2,255

Data Source: Census 2022 ACS 5 Year Estimate, Realtor.com, HUD
Date Prepared: 11/2024

Notes: Mortgage based on 30-year loan at 3.255%, 5% down payment, and 4% closing costs

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Housing Cost Burden

According to the Shimberg Center for Housing Studies, in the City of Mary Esther, a significant portion of the population faces housing cost burdens. Among households earning thirty percent (30%) or less of the Area Median Income (AMI), approximately seventy (70) households (fifty-four percent (54%) of this group) spend more than fifty percent (50%) of their income on housing costs, indicating severe affordability challenges. Across all income groups in Mary Esther, a smaller but notable portion—approximately eleven (11) households earning fifty to eighty percent (50–80%) AMI and eleven (11) households earning eighty to one hundred percent (80–100%) AMI—also spend more than fifty percent (50%) of their income on housing.

This data highlights that housing affordability is not only an issue for extremely low-income households but also affects those earning up to the median income. Addressing these burdens will require targeted interventions, including the development of affordable housing and housing assistance programs, to ensure that residents across income levels can maintain financial stability while accessing safe and adequate housing. (**Table C:3** and **Figure C:11**)

Table C:3 - All Households, Housing Cost Burden by Income, 2022

Household Income	Housing Cost Burden		
	30% or less	30.1-50%	More than 50%
30% AMI or less	11	56	70
30.01-50% AMI	72	41	10
50.01-80% AMI	338	63	11
80.01-100% AMI	141	17	11
Greater than 100% AMI	847	10	-

Data Source: Shimberg Center for Housing Studies, based on U.S. Department of Housing Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida

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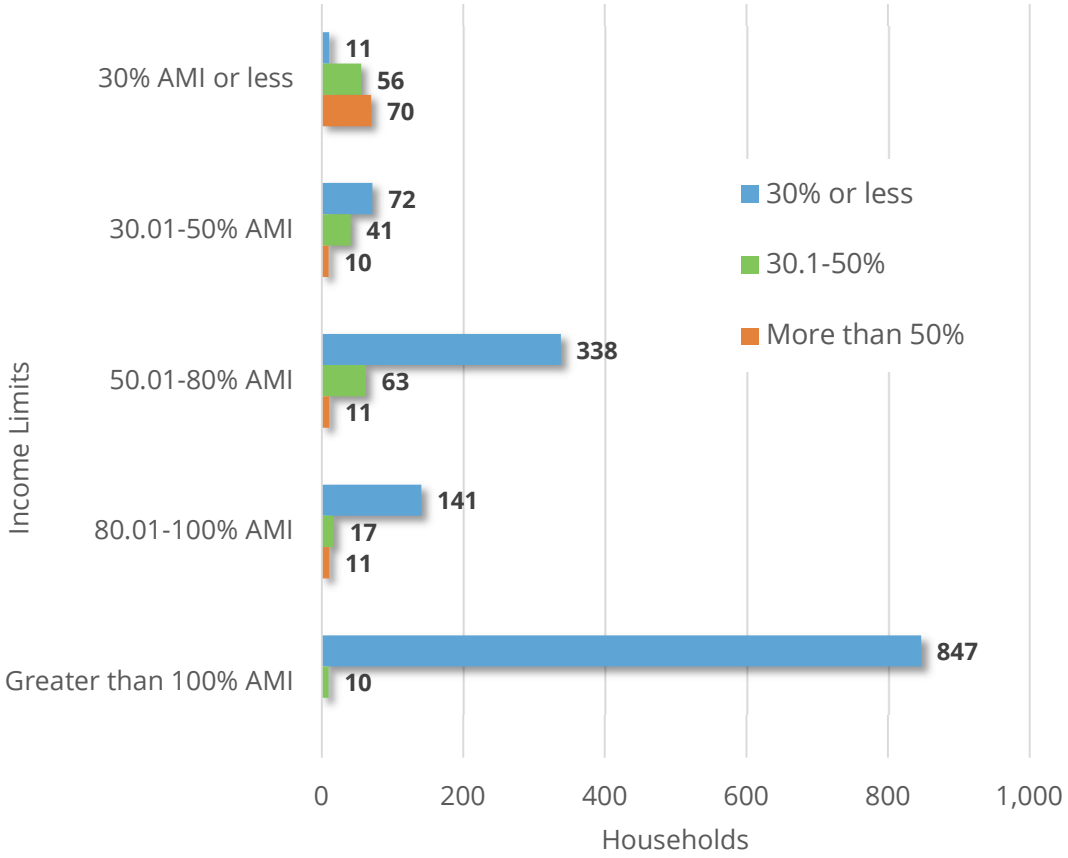
Figure C:11 – City of Mary Esther Housing Cost Burden by Income, 2022 Estimates



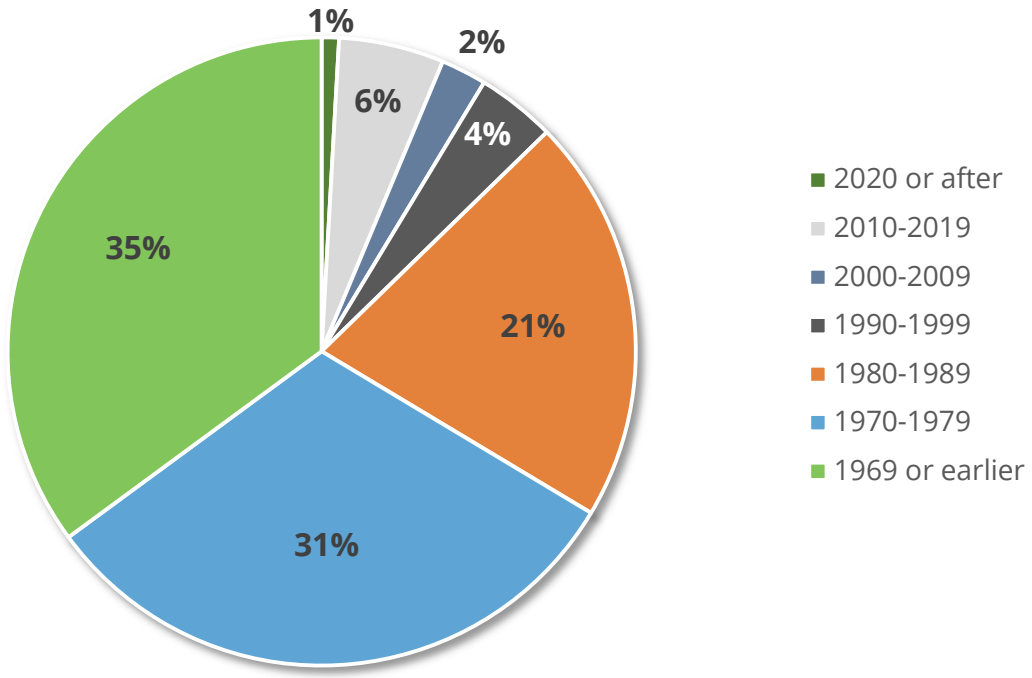
Data Source: Shimberg Center for Housing Studies, based on U.S. Department of Housing Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida
Date Prepared: 10/2024

HOUSING CONDITION AND SPECIAL NEEDS

Age of Housing Stock

Thirty-five percent (35%) of the County's housing stock was built prior to 1970 and four percent (4%) of the housing stock was built after 2000, with the remaining forty-one percent (41%) being built at some point in-between. Age is not sufficient to predict the condition of housing in a community, however, it does provide a look at the types of housing options in the community, which may inform future housing demand versus existing inventory. (**Figure C:12**)

Figure C:12 - Age of Residential Structures in Mary Esther by Decade Built

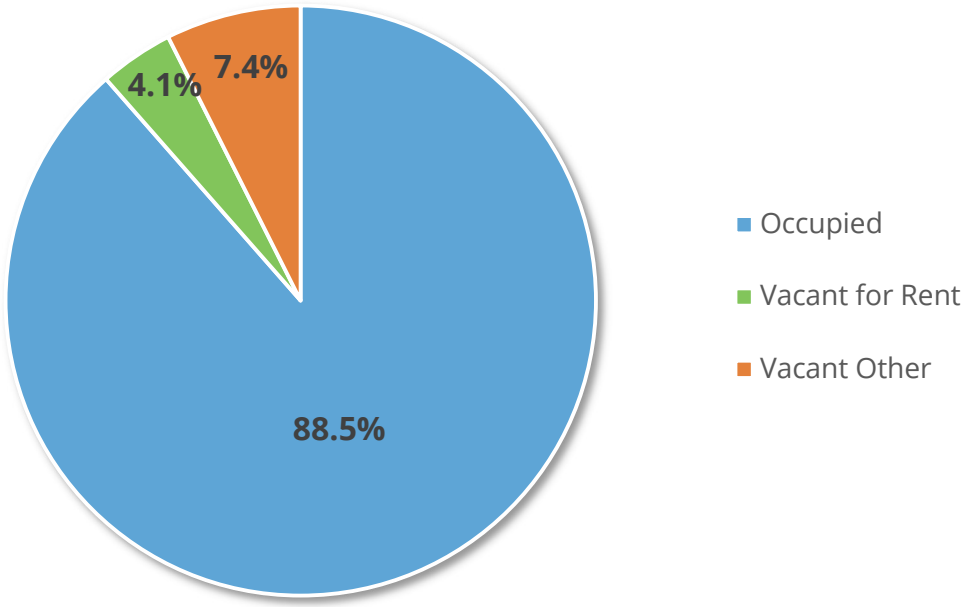


Data Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates, Table DP04
Date Prepared: 10/2024
Notes: The ACS is based on an annual sample of US households.

Vacancy & Occupancy Status

The overall vacancy rate in the City of Mary Esther is thirteen-point-five percent (13.5%), which is slightly higher than the State's vacancy rate of ten-point-two percent (10.2%). (**Figure C:13**)

Figure C:13 - Housing Unit Vacancy and Occupancy Status, 2018-2022



Data Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates, Tables DP04 & B25004
Date Prepared: 10/2024

Notes: The ACS is based on an annual sample of US households.

Substandard Housing

According to the 2018–2022 ACS 5-Year Estimates, no units in the City of Mary Esther lack complete plumbing facilities or are without complete kitchen facilities. The ACS estimates that eleven (11) homes, or less than one percent (1%), have no available telephone service.

Assisted Housing

There are no assisted housing properties located in the City of Mary Esther. According to the Shimberg Center for Housing Studies, seventeen percent (17%) of the renting population within the City are considered cost-burdened. To provide adequate assisted housing opportunities in the City, there would need to be an additional two hundred eighty-nine (289) units to accommodate the current, cost-burdened population.

Historic Properties

The City of Mary Esther is home to approximately sixty-five (65) historic properties, with the vast majority being homes of historic or cultural value. Most of these properties are along U.S. Highway 98. Some of these properties were constructed in the early Twentieth Century, while others were built as recently as 1971. The City does not have any current historic districts or properties listed on the National Register of Historic Places.

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HOUSING OPPORTUNITIES AND NEEDS

Population Projections

Based upon the Shimberg Center's population projections (**Table C:4** and **Figure C:14**), the City of Mary Esther will need approximately eight hundred fourteen (814) additional residential units by 2050. The Shimberg Center for Housing Studies uses the Bureau of Economic and Business Research (BEBR) medium population projections and data from the 2010 and 2020 Census to estimate this need. There are currently one thousand six hundred ninety-nine (1,699) units in the City of Mary Esther.

BEBR publishes three projections to account for uncertainty regarding future population growth. They believe the medium series is the most likely to provide accurate forecasts in most circumstances, but the low and high series provide an indication of the uncertainty surrounding future population growth. This means that future unit needs could range from a low of one hundred fifty (150) new units by 2050 up to a high of one thousand five hundred (1,500) additional units.

Table C:4 – City of Mary Esther Population Projections, Total, 2025-2050

Year	Population	% Change (5-Year)
2025	4,642	-
2030	5,032	8.4%
2035	5,365	6.6%
2040	5,580	4.0%
2045	5,751	3.1%
2050	5,912	2.8%

Data Source: Shimberg Center for Housing Studies, based on 2010 and 2020 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida
Date Prepared: 10/2024

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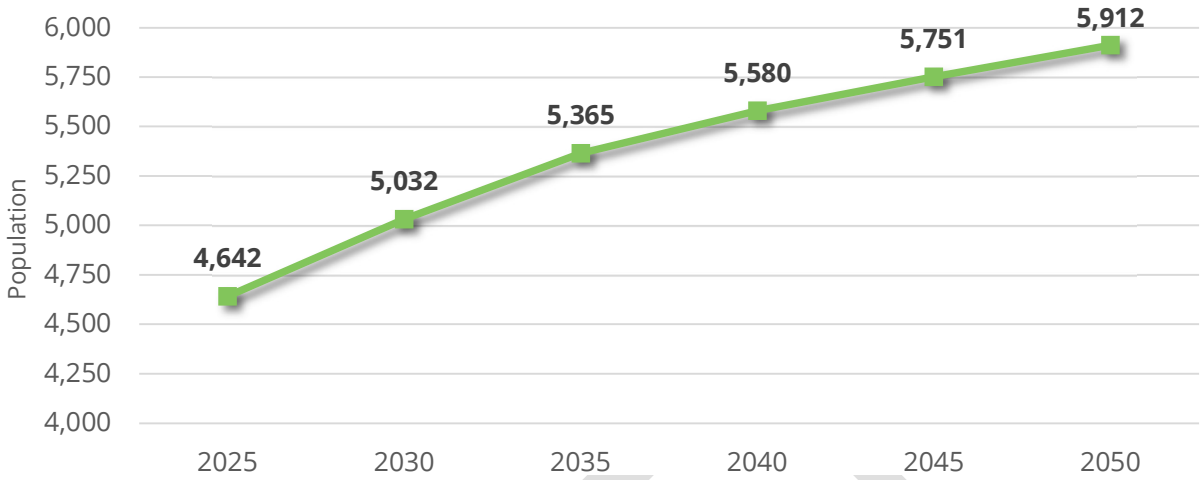
Figure C:14 – City of Mary Esther Total Population Projections, 2025-2050



Data Source: Shimberg Center for Housing Studies, based on 2010 and 2020 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida
Date Prepared: 10/2024

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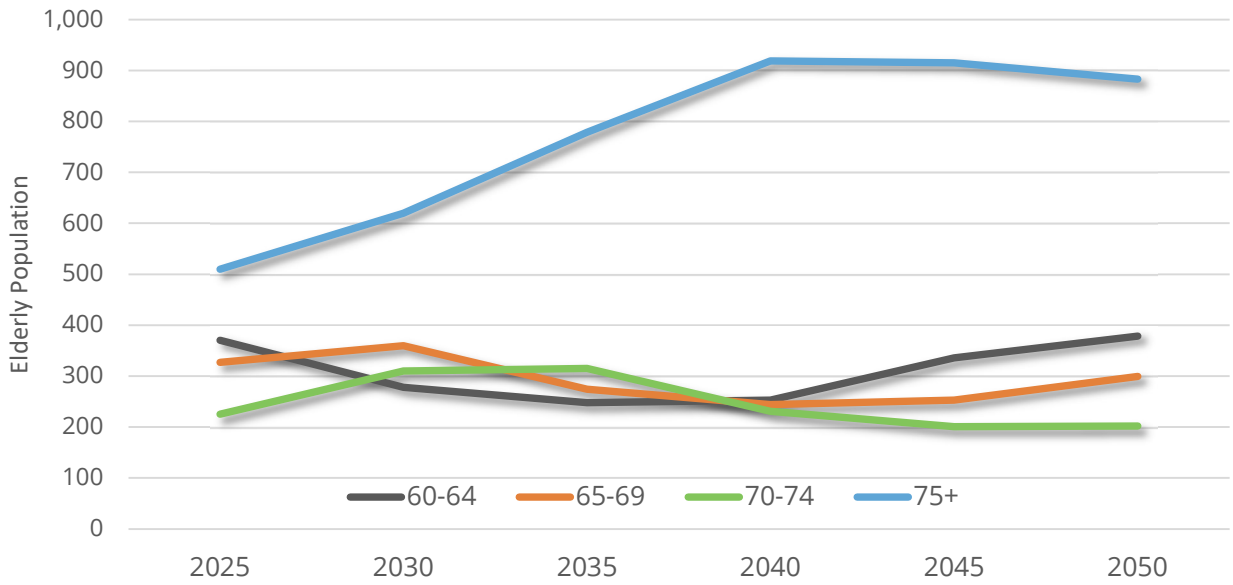
The U.S. Department of Housing and Urban Development (HUD) defines an elderly person as someone aged sixty-two (62) years or older. This demographic often begins to develop specific housing and care needs, necessitating strategies such as "aging in place." Aging in place is supported by national organizations like AARP, which advocate for policies and programs to enhance the quality of life for those aged fifty (50) and older.

In the City of Mary Esther, projections indicate that while the sixty-to-sixty-four (60–64) age group is expected to remain stable over the next fifteen (15) years, the population aged seventy-five (75) and older will nearly double, as shown in **Figure C:15**. This significant growth underscores the need to plan for housing options and support services tailored to this population. These include accessible housing designs, proximity to healthcare and community services, and initiatives to encourage social engagement and mobility for older residents. These strategies will help ensure that Mary Esther remains an inclusive and supportive community for its aging population.

Figure C:15 – City of Mary Esther Elderly Population Projections, 2025-2050



Data Source: Estimates and projections by Shimberg Center for Housing Studies, based on 2010 and 2020 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida
Date Prepared: 10/2024

Household Projections

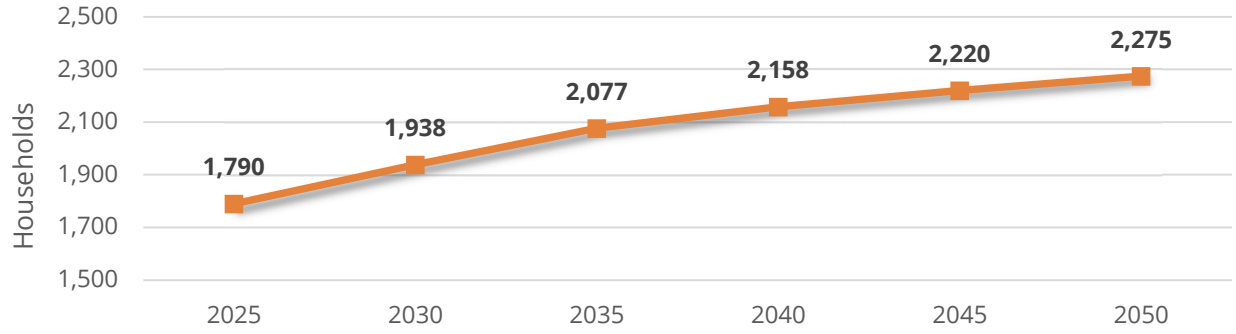
The number of households within the City is projected to grow steadily from one thousand seven hundred ninety (1,790) in 2025 to two thousand two hundred seventy-five (2,275) in 2050, representing an increase of approximately twenty-seven percent (27%) (**Table C:5** and Figure **C:16**). In comparison, Florida is projected to grow by twenty-point-six percent (20.6%) during a similar period. The higher growth rate in Mary Esther reflects its strategic location and potential to attract residents due to its quality of life, access to services, and economic opportunities.

Table C:5 - Household Projections, 2025-2050

Year	Households	Additional Units Needed
2025	1,790	125
2030	1,938	184
2035	2,077	178
2040	2,158	123
2045	2,220	105
2050	2,275	99

Data Source: Estimates and projections by Shimberg Center for Housing Studies, based on U.S. Department of Housing Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida
Date Prepared: 11/2024

Figure C:16 – City of Mary Esther Household Projections, 2025-2050



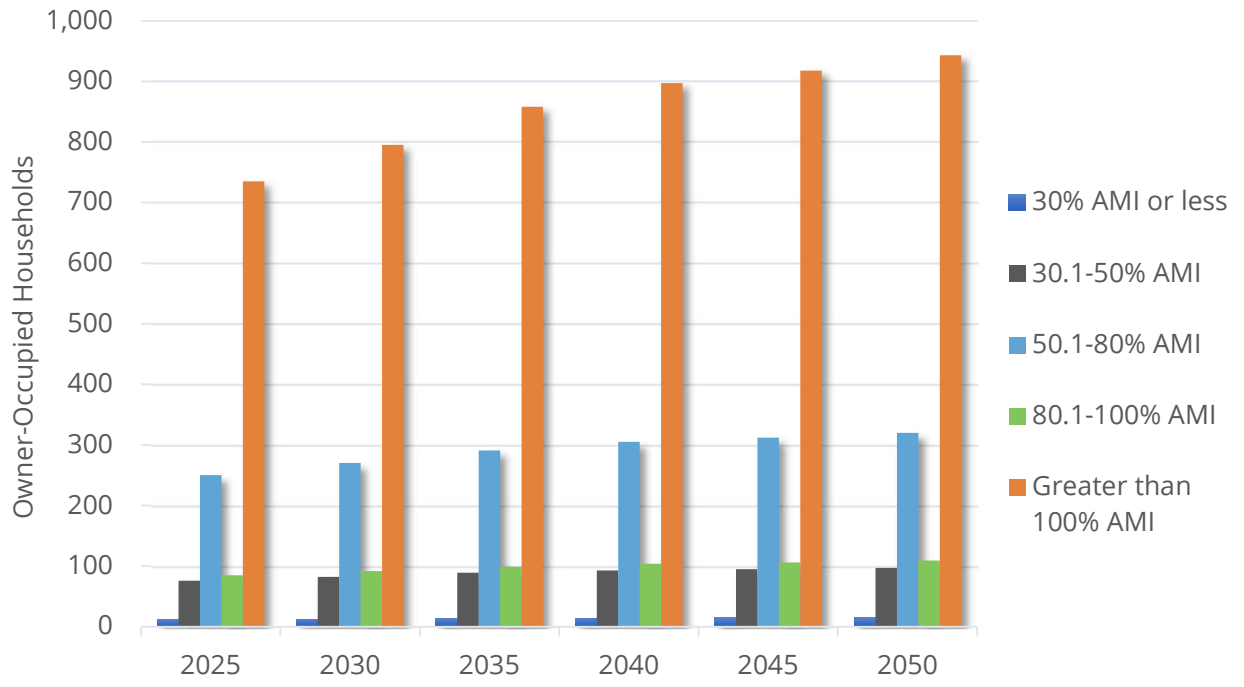
Data Source: Estimates and projections by Shimberg Center for Housing Studies, based on U.S. Department of Housing Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida
Date Prepared: 10/2024

Estimates and Projections of Need for Housing

Affordable Housing Estimates by Tenure and Cost Burden

By 2035, over fifty-one percent (51%) of owner-occupied households in the City of Mary Esther are projected to earn one hundred percent (100%) or more of the area median income (AMI) and spend thirty percent (30%) or less of their income on housing expenses. This indicates that housing affordability remains stable for a majority of residents in this income category. While there is a minor dip expected in this group by 2025, projections suggest a steady increase thereafter, exceeding 2020 levels by a small percentage. (**Figure C:17**)

Figure C:17 - Owner-Occupied Households 30% or Less Housing Cost Burden by Income



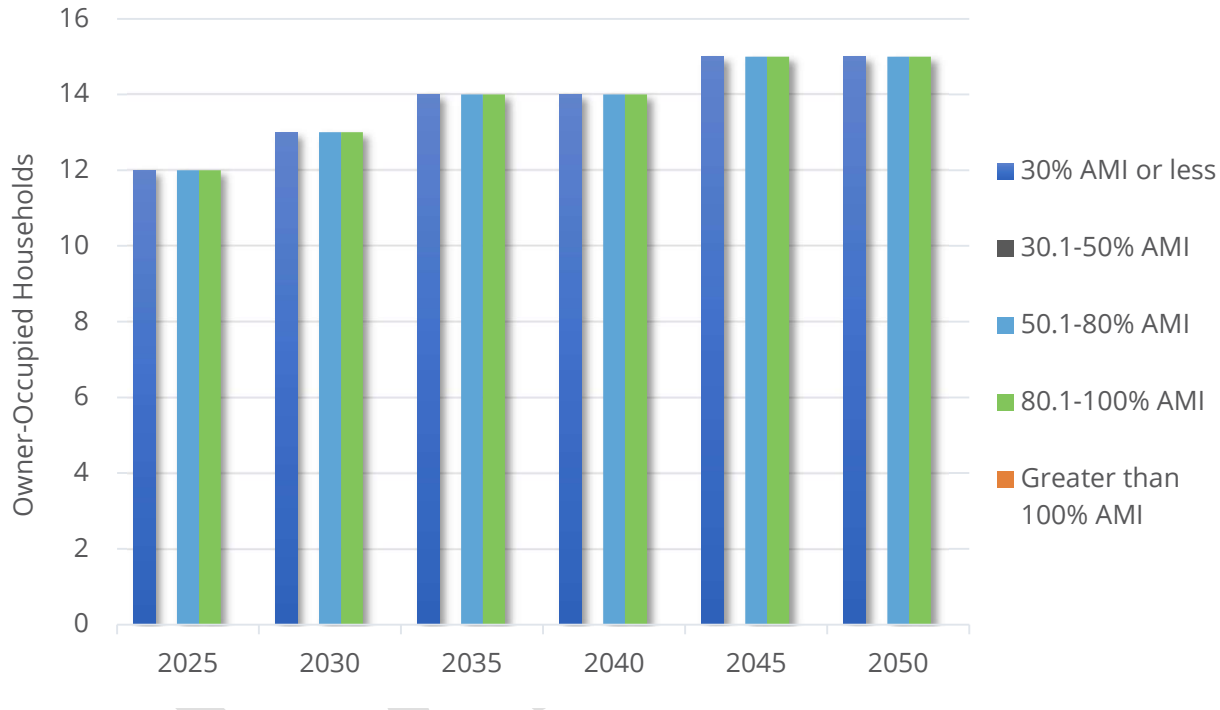
Data Source: Estimates and projections by Shimberg Center for Housing Studies, based on U.S. Department of Housing Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida
Date Prepared: 10/2024

Owner-Occupied Households: HUD defines households as severely cost-burdened when housing costs, including utilities, exceed fifty percent (50%) of their monthly income. In the City of Mary Esther, the majority of owner-occupied households spending over fifty percent (50%) of their income on housing fall within the thirty percent (30%) or less of Area Median Income (AMI) category. This group comprises approximately five percent (5%) of all owner-occupied households in the city, indicating that very low-income households face significant financial challenges related to housing. Over the next fifteen (15) years, the number of

owner-occupied households in this category is projected to increase by ten percent (10%), reflecting a growing demand for affordable housing solutions.

By 2035, the proportion of households spending less than thirty percent (30%) of their income on housing costs will remain stable for those earning more than one hundred percent (100%) of the AMI. However, households in the thirty-point-one percent to fifty percent (30.1%–50%) AMI and fifty percent to eighty percent (50%–80%) AMI ranges may experience a slight increase in cost burden, necessitating targeted policies to address affordability concerns. (**Figure C:18**)

Figure C:18 – Owner-Occupied Households 50% or More Housing Cost Burden by Income

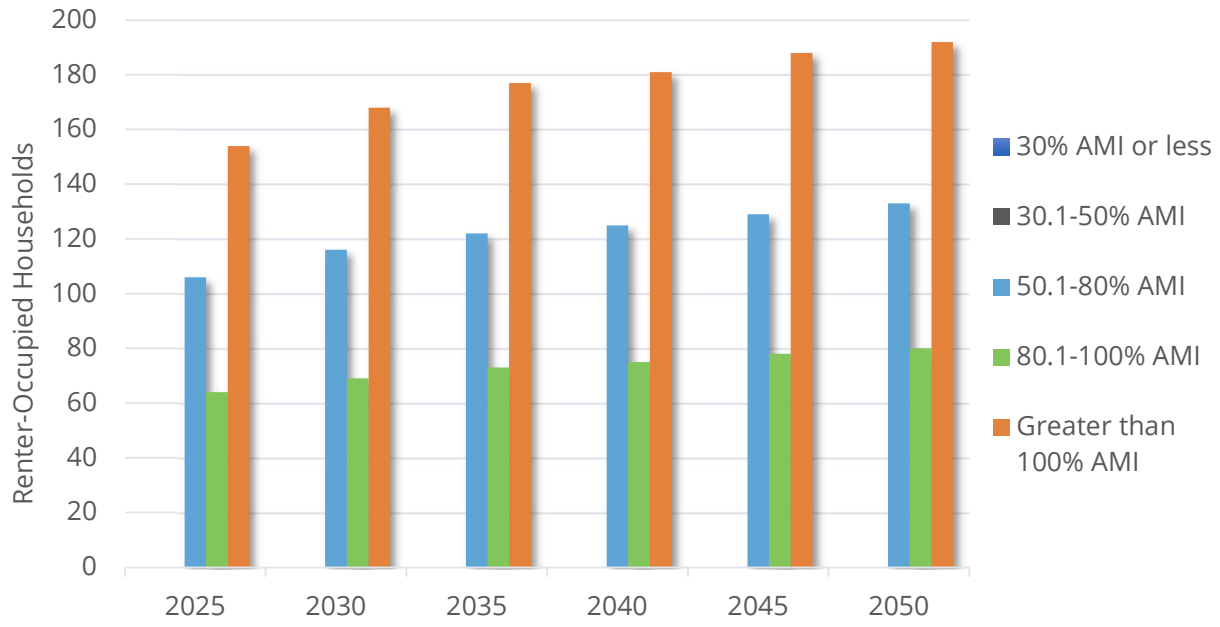


Data Source: Estimates and projections by Shimberg Center for Housing Studies, based on U.S. Department of Housing Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida
Date Prepared: 10/2024

Renter-Occupied Households: For renter-occupied households, cost burdens are most pronounced among those earning thirty percent (30%) or less of the AMI. These households represent the majority of renters dedicating more than fifty percent (50%) of their income to housing costs. Projections indicate an eight percent (8%) increase in the number of severely cost-burdened renters in this income category by 2035. As rental prices continue to rise, there will be a need to expand affordable rental housing options to accommodate the growing demand.

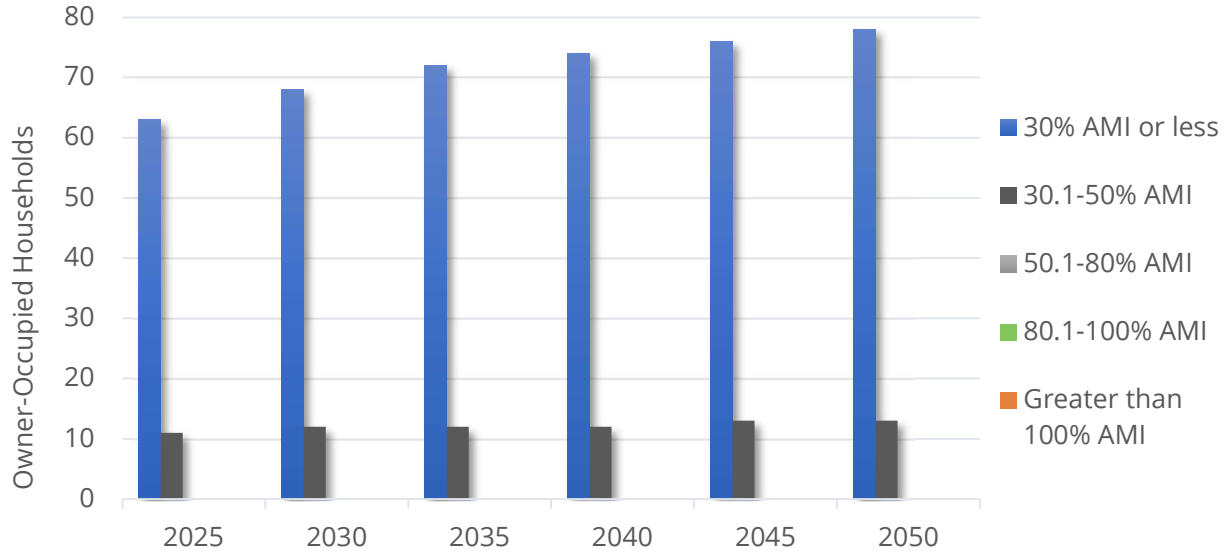
Renters earning more than one hundred percent (100%) of the AMI who allocate less than thirty percent (30%) of their income to housing costs currently make up about twenty-five percent (25%) of renter households. This figure is expected to remain stable through 2035, indicating that higher-income households face relatively low housing cost burdens. However, efforts should focus on bridging the gap for middle- and low-income renters who are more likely to experience cost burdens..

Figure C:19 –Renter-Occupied Households 30% or less Housing Cost Burden by Income



Data Sources: Estimates and projections by Shimberg Center for Housing Studies, based on U.S. Department of Housing Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida
Date Prepared: 10/2024

Figure C:20 – Renter-Occupied Households 50% or more Housing Cost Burden by Income



Data Source: Estimates and projections by Shimberg Center for Housing Studies, based on U.S. Department of Housing Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida
Date Prepared: 10/2024

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Policy Implications

Addressing these challenges requires collaboration between the City, private developers, and state and federal housing programs. Strategies such as incentivizing affordable housing developments, preserving existing affordable housing stock, and supporting mixed-income communities can help alleviate the housing cost burden for Mary Esther's most vulnerable populations.

Additional measures, such as increasing the availability of rental assistance programs and promoting the development of Accessory Dwelling Units (ADUs), can also contribute to expanding affordable housing opportunities for renters and homeowners alike. A focus on equitable access to housing resources will ensure that all residents can benefit from stable, affordable housing options.

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HOUSING CONSIDERATIONS

The private sector housing industry will remain the principal provider of housing in the City of Mary Esther, serving the housing needs of moderate- and high-income households. The City's principal role in the housing delivery system is to ensure adequate residential land for all income groups, address future population needs, and ensure that facilities and services are available concurrent with development impacts. Given the City's limited vacant residential land, new growth will likely focus on redevelopment opportunities, particularly through converting underutilized commercial properties into multi-family housing or mixed-use developments.

The City of Mary Esther can address challenges such as high housing costs and increasing numbers of cost-burdened households through partnerships between public and private sectors. These partnerships can leverage resources and cost-saving measures to preserve and produce housing for residents, particularly for special-needs groups. Programs such as workforce housing initiatives, accessory dwelling units (ADUs), and smaller-lot developments can help address housing needs across income levels.

Affordable Housing Resource Guide
Single Family Mortgage Revenue Bond
Housing Choice Voucher (HCV) Program
Project Based Vouchers – Section 8
Predevelopment Loan Program (PLP)
State Housing Initiative Partnership (SHIP)
Home Investments Partnership Program (HOME)
Community Development Block Grant
Community Contribution Tax Credit (CCTC)
USDA Rural Housing Service – Ownership and Rental
Weatherization Assistance Program (WAP)
Neighborhood Stabilization Program (NSP)
Low Income Housing Tax Credit (LIHTC)
State Apartment Incentive Loan (SAIL) Program
Multi-Family Mortgage Revenue Bond Program (MMRB)
HUD Section 202
HUD Section 811
Data Source: Florida Housing Coalition's Affordable Housing Resource Guide, 2020 Date Prepared: 3/2021

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Housing and Infrastructure Coordination

The City's compact urban environment necessitates careful coordination of infrastructure and housing development. Opportunities for residential growth may focus on converting existing commercial areas, such as underutilized portions of the Santa Rosa Mall property, into housing or mixed-use developments. Extending water and sewer infrastructure along key corridors, where feasible, can support compact development and alleviate housing deficiencies.

Diversified Housing Inventory

A diversified housing inventory is critical to support the City's workforce and economic vitality. Mary Esther currently has limited multi-family housing options, which presents an opportunity for redevelopment. Strategies like Missing Middle Housing, including duplexes, triplexes, and fourplexes, can address gaps in the market while maintaining compatibility with the City's character. Additionally, Accessory Dwelling Units (ADUs) provide a viable strategy for increasing affordable rentals within single-family neighborhoods.

While Mary Esther's rental prices are relatively affordable compared to nearby areas, increased inventory will be needed to accommodate future growth and shifting housing preferences. Smaller footprint homes on modest lots and multi-story developments in appropriate areas can balance affordability and space efficiency, particularly for workforce and low-income households.

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Location Efficiency

The City can further enhance housing affordability by prioritizing location-efficient development. By encouraging housing near amenities such as grocery stores, healthcare facilities, and employment centers, residents can reduce transportation costs, improving overall affordability and livability.

Through these strategies and leveraging State and Federal resources, the City of Mary Esther can ensure safe, accessible, and affordable housing options for its residents while preserving its unique identity and promoting sustainable growth.

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Section D:
Infrastructure Element

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INTRODUCTION AND PURPOSE

The purpose of the Infrastructure Element is to examine the adequacy of the City of Mary Esther's current infrastructure. This Element documents the future infrastructure needs within the City through 2050 based on the population projections of the Future Land Use Element (Section A: **Table A:3** and **Table A:4**). This Element is divided into the following sub-elements: Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water, and Natural Groundwater Aquifer Recharge. The Infrastructure Element is to include all information required under Subsection 163.3177(6)(c), Florida Statutes (F.S.).

INVENTORY OF INFRASTRUCTURE ASSETS

Sanitary Sewer Sub-Element

Introduction and Purpose: The purpose of the Sanitary Sewer Sub-Element is to ensure that residents of the City of Mary Esther have access to adequate wastewater collection and treatment facilities. These facilities should be cost-effective and environmentally sound. When possible, treatment facilities should reflect the water reuse goals of the Northwest Florida Water Management District. This document presents an analysis of conditions and alternatives designed to illustrate available options for sewage treatment and disposal.

Wastewater Treatment System: Wastewater consists of industrial waste, human waste, and rainfall runoff in some older systems. Sewer systems are generally designed to flow by gravity through sloped pipes until waste reaches either the treatment plant or a sewage pumping station. Currently, the entirety of the City of Mary Esther is served by the City's Wastewater treatment plant.

Septic Tanks: The vast majority of residences within the City of Mary Esther have access to city sewer. There are a few parcels, mostly located south of U.S. Highway 98, which may be operating on septic (see **Map D:1**).

Solid Waste Sub-Element

Introduction and Purpose: The purpose of the Solid Waste Sub-Element of the Comprehensive Plan is to provide effective and safe disposal of solid waste for the present and anticipated future residents of the City of Mary Esther. Improper disposal of solid and hazardous waste in unauthorized areas can contaminate drinking water or expose residents to dangerous health risks. The proper management of solid waste is particularly important in its relationship to the Aquifer Recharge, Sanitary Sewer, and Potable Water Sub-Elements

of this Comprehensive Plan Element. Waste Management provides solid waste services for the City of Mary Esther.

Stormwater Management Sub-Element

Introduction and Purpose: The purpose of the Stormwater Management Sub-Element of the Comprehensive Plan is to properly manage stormwater runoff, protect ground and surface water quality, protect individuals, and prevent property damage from flooding.

In response to extensive flooding in the 1960s, Florida created five Water Management Districts (WMDs) that were intended to provide statewide management of flood flows. In the last 25 years, the WMDs have constructed channel improvements and flood control facilities to reduce/eliminate regional flooding from significant storm events. They have also developed a regulatory program that addresses the attenuation and treatment of off-site stormwater discharges. The current version of this program normally requires communities to secure Environmental Resources Permits that address stormwater management issues involved with both new facility construction and maintenance of existing facilities. The Northwest Florida Water Management District (NWFWMD) works jointly with the FDEP to process environmental resource permits pursuant to the requirements of Part IV of Chapter 373, F.S.

The occurrence of stormwater runoff is highly variable, dependent on the amount of rain falling during each storm event and on conditions within the drainage basin. Since most storm events are relatively moderate, natural drainage features typically evolve to accommodate moderate quantities of stormwater runoff. Occasionally, severe storm events create runoff volumes higher than what these features can handle, resulting in temporary flooding of adjacent land. Periodic flooding is part of the natural cycle of events and often has beneficial effects on the basin ecosystem. Flooding is generally not perceived as a problem until development occurs in the flood prone areas.

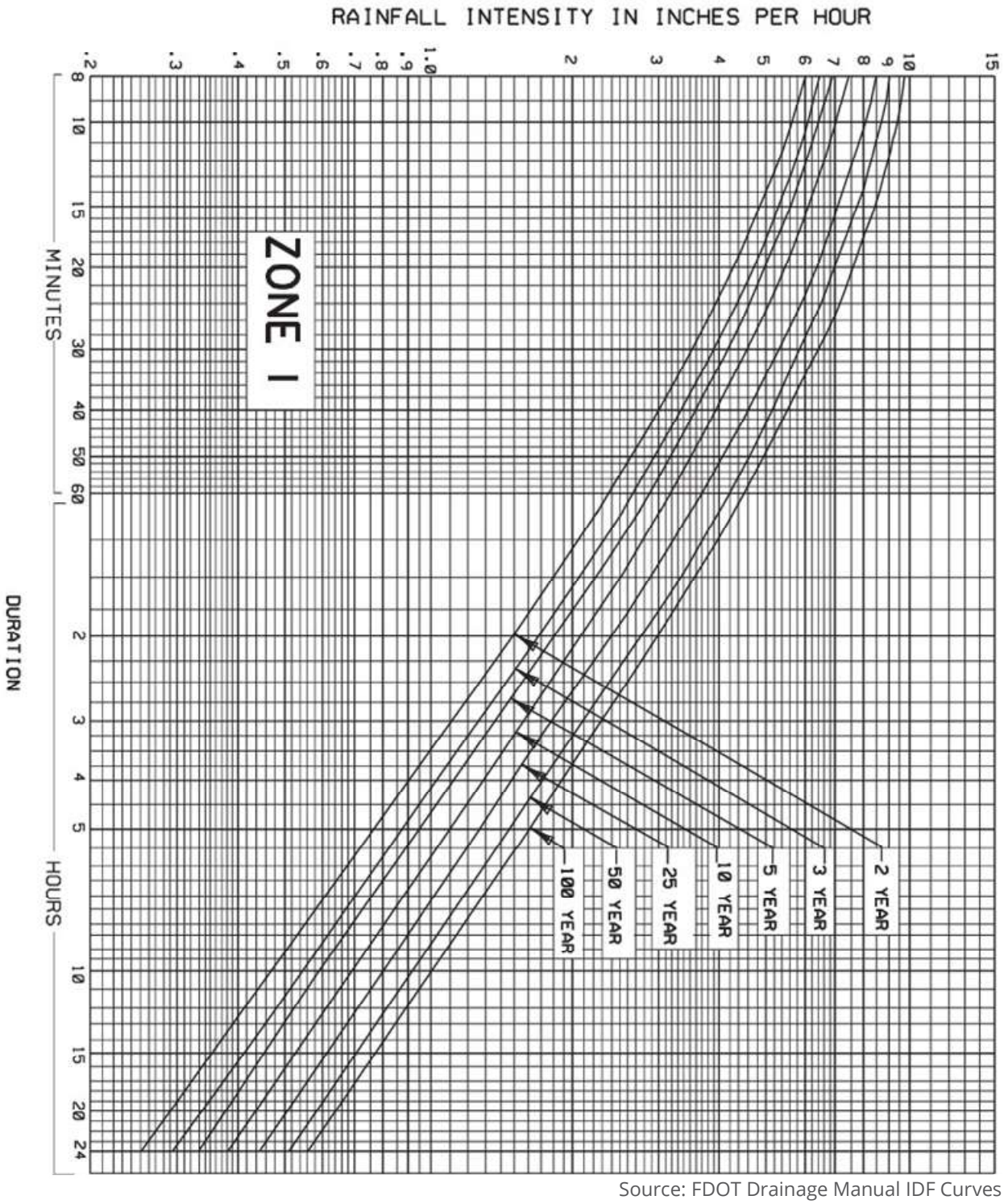
The term "stormwater management" refers to comprehensive strategies for dealing with stormwater quantity and quality. The central tenet of these strategies is to ensure that the volume, rate, timing, and pollutant load of runoff after development is similar to that which occurred prior to development. To accomplish this, combinations of structural and non-structural techniques are utilized. Structural techniques emphasize detention and retention of stormwater to reduce runoff rates and provide settling and filtration of pollutants. Non-structural techniques emphasize preservation or simulation of natural drainage features to promote infiltration, filtering, and slowing of runoff. The objective of stormwater management is to utilize the combination of techniques that provides adequate pollutant removal and flood protection in the most economical manner.

There are two basic factors involved in creating a successful stormwater management program: establishing and applying uniform design standards and procedures; and ensuring adequate maintenance of system components once they are constructed.

Design Standards: The design storm event standard specifies the intensity (rate of rainfall) and duration of the rainfall event to be used in the design of facilities. Data on rainfall intensity and duration have been summarized for various regions of the state by the Florida Department of Transportation (FDOT) in graphs such as the one shown in **Figure D:1**.

The curved lines on the graph represent the frequency of occurrence of rainfall events of various intensities and durations (at intervals of two (2), three (3), five (5), ten (10), twenty-five (25), fifty (50), and one hundred (100) years) for this region. Average annual precipitation in the area is over sixty (60) inches, with most rainfall occurring between June and September. **Table D:1** depicts the monthly rainfall from 2015 to 2019 from the Destin recording station.

Figure D:1 - Rainfall Intensity-Duration-Frequency Curves - Zone 1



Source: FDOT Drainage Manual IDF Curves

Table D:1 – Rainfall and Average Precipitation by Month, (Destin, FL) 2015-2019

Month	Average High Temp	Average Low Temp	Average Precipitation
January	61° F	45° F	5.08 in
February	63° F	47° F	5.29 in
March	68° F	53° F	6.08 in
April	74° F	60° F	4.26 in
May	82° F	68° F	3.29 in
June	87° F	75° F	5.50 in
July	89° F	77° F	7.94 in
August	89° F	76° F	6.75 in
September	86° F	72° F	5.14 in
October	79° F	63° F	3.81 in
November	70° F	54° F	4.61 in
December	62° F	47° F	4.60 in
Average	76° F	61° F	Total 62.35 in

Data Source: www.usclimatedata.com
Date Prepared: 11/2021

The City of Mary Esther's stormwater management system is depicted in **Map D:2.** Mary Esther's stormwater system uses swales, retention ponds, and limited underground infrastructure to manage runoff. Streets and property edges feature open and filter swales, slowing and infiltrating stormwater while removing pollutants. Under some swales, perforated pipes improve infiltration and limit surface flow.

Retention ponds appear as dry basins in low-flow conditions or as permanent water bodies that remove pollutants before draining. Some incorporate gravel or other media to boost filtration. Privately maintained "cleansing lakes" and natural wetlands further protect water quality by settling out sediment and contaminants.

Catch basins at key street points direct water into underground pipes that feed into larger swale or pond networks. These systems collectively mitigate flood risk, maintain water quality, and preserve the city's coastal environment through a blend of engineered and natural stormwater solutions.

Local Standards: Under Section 10.03.01 of the City's Land Development Code, each development must retain the first inch of runoff on-site and keep post-development runoff rates from exceeding pre-development levels for a 25-year, 24-hour storm event. Performance and design standards in Section 10.03.02 require that stormwater runoff approximate the site's natural or existing conditions, incorporate best management practices for the first inch of runoff, and comply with state water quality standards. Systems

must be engineered to function at least 20 years, use natural drainage where feasible, and ensure no surface water is channeled into sanitary sewers. Projects are also subject to certification by a Florida-licensed professional engineer, with detention and retention areas designed to meet flood prevention requirements.

Cash in Lieu and Maintenance: When on-site treatment is not feasible, Section 10.03.03 allows a "cash in lieu" option, provided a permitted stormwater facility in the same drainage basin can handle additional runoff. Developers must supply certified calculations of extra post-development runoff to set the payment, which is reserved for future stormwater improvements. If a stormwater system is intended as part of a city-maintained regional network, the infrastructure must be dedicated to the City. Otherwise, it must be operated by an approved entity such as a homeowner association or a special taxing district. The LDC mandates a Stormwater Management Plan for each new development, prohibits direct discharges into open water bodies or wetlands, and holds developers responsible for any drainage facilities needed to meet these requirements.

Potable Water Sub-Element

Introduction and Purpose: Consistent with Subsection 163.3177(6)(c), F.S., the purpose of the Potable Water Sub-Element is to ensure that necessary public potable water facilities and services correlate to future land use projections. The Potable Water Sub-Element support documents provide the data and analysis used as the basis for the goals, objectives, and policies included under the Infrastructure Element.

In the City of Mary Esther, potable water—defined as water safe for drinking, cooking, and other domestic uses—is sourced from the Floridan Aquifer via four municipal wells (**Map D:3**). Due to the high quality of this groundwater, treatment is minimal, involving aeration, a Calgon carbon unit at Plant #4, and chlorination for disinfection.

Existing Conditions: The City's water infrastructure includes treatment facilities, storage tanks, and a distribution network designed to maintain adequate pressure and meet quality standards. The system complies with regulatory requirements set by the Florida Department of Environmental Protection (FDEP) and the Northwest Florida Water Management District (NWFWMD). The City's *2022 Annual Drinking Water Quality Report* indicates that the water system meets federal and state standards, with contaminants well below maximum contaminant levels.

Projected population growth will increase demand for potable water, necessitating system upgrades and capacity expansions to maintain service levels. Aging infrastructure requires maintenance and potential replacement to address leaks, reduce water loss, and enhance

efficiency. Additionally, Mary Esther's location in a hurricane-prone region underscores the importance of resilient water supply systems capable of withstanding extreme weather events to ensure uninterrupted service.

The Potable Water Sub-Element aims to align water supply planning with land use and population projections outlined in the Future Land Use Element. It seeks to ensure adequate funding and implementation of capital improvement projects to address capacity, maintenance, and resilience needs. Promoting water conservation through public education, incentives, and the adoption of best practices is also a priority.

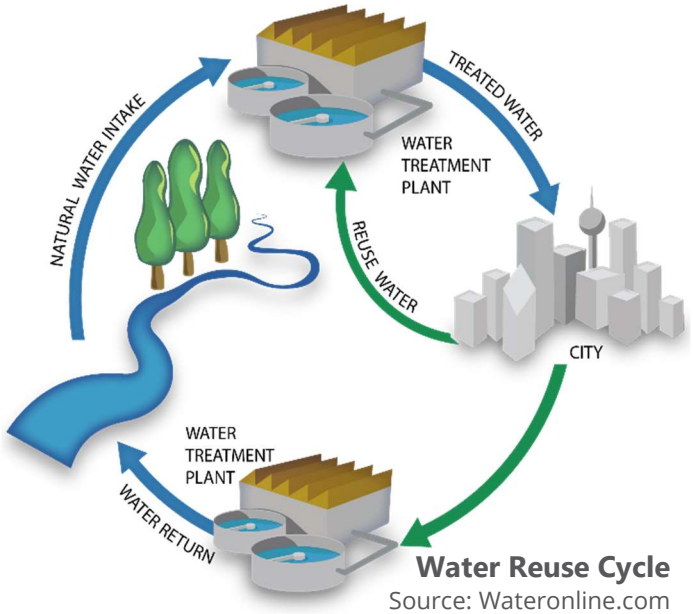
In 2005, the Legislature enacted Senate Bills 360 and 444, which significantly changed Chapter 163 and 363, F.S. to improve coordination of water supply and land use planning. This legislation strengthened the linkage between the Regional Water Supply Plans prepared by the Water Management Districts and Comprehensive Plans prepared by local governments. A required work plan addresses the construction of public, private, and regional water supply facilities, including development of alternative water supplies and conservation and reuse programs. These programs are necessary to serve existing and new development for at least a 10-year planning period. The preparation of this Sub-Element utilizes data and information made available from NWFWMD's *2018 Water Supply Assessment Update* with special emphasis on Region II, in which the City of Mary Esther is located.

Northwest Florida Water Management Water Supply Planning Region II: The Northwest Florida Water Management District developed the Regional Water Supply Plan (RWSP) for Region II (Okaloosa, Santa Rosa, and Walton Counties) to identify future water demands, existing water sources, and alternative water supply sources to meet or exceed the Region's long-term water supply needs.

The Region II RWSP was first approved by the Governing Board on February 22, 2001. Updates to the plan were approved on October 26, 2006, February 23, 2012, and January 23, 2020. On December 14, 2023, the NWFWMD Governing Board determined the Region II RWSP should continue.

Mary Esther Water Supply System: The Mary Esther Water Treatment Plant, operated by Jacobs, routinely monitors for contaminants in drinking water according to Federal and State laws, rules, and regulations.

Water Reuse: Reclaimed water is water that has received at least secondary treatment and is reused after flowing out of a wastewater treatment facility. Reuse is the application of reclaimed wastewater for beneficial purposes. Reclaimed water is wastewater that has been thoroughly treated to remove harmful organisms and substances such as bacteria, viruses, and metals.



Water Reuse Cycle
Source: Wateronline.com

The District's reuse emphasis is placed on permittees located within the two Water Resource Caution Areas (WRCAs). The water use permittees located in a WRCA are required to use reclaimed water unless it is determined to be unfeasible. Large water permittees in a WRCA, who generate reclaimed water, are also required to develop, implement, and submit a detailed "Water Resource Master Plan." Currently, parts of Santa Rosa, Okaloosa, and Walton Counties qualify as a WRCA. (**Map D:4**). Reuse efforts are concentrated within WRCAs. NWFWMD considers this reclaimed water an important component in its overall resource management strategy. The intent of the State Water Policy (Chapter 62-40, F.A.C.) is for all water reuse applicants to use water of the lowest acceptable quality.

Natural Groundwater Aquifer Recharge Sub-Element

Purpose and Introduction: The purpose of this Sub-Element is to protect quality and quantity of natural groundwater found in the aquifer within the City of Mary Esther. Aquifers are water-bearing layers of porous rock, sand, or gravel. Several aquifers may be present below one surface location, separated by confining layers of materials, which are impermeable or semi permeable to water. The Floridan Aquifer system has been divided into an upper and lower aquifer separated by a unit of lower permeability. The Upper Floridan aquifer is the principal source of water supply in the City of Mary Esther. **Map D:5** depicts the potentiometric surface of the Floridan Aquifer in and adjacent to the City. The potentiometric surface is determined through the extensive study of well depths in the area.

The source of water in aquifers is rainfall. Under the force of gravity, rainfall percolates downward through porous surface soils to enter the aquifer strata. Because of the variable permeability of different soil types, the rate of aquifer recharge from rainfall may vary from one location to another. The areas of highest recharge potential are called prime recharge areas. The presence of overlying confining beds also determines which surface areas are effective recharge areas and is another factor in identifying prime recharge areas.

Since aquifer recharge areas are surface features, they are subject to alteration by development. Covering a recharge area with impervious surfaces, such as roads, parking lots, and buildings, reduces the area available for rainfall percolation, altering the total rate and

volume of recharge in that area. Increasing the rate at which stormwater drains from recharge area surfaces also decreases recharge potential.

A second concern related to development within aquifer recharge areas is the potential for contamination of groundwater within the aquifer. As stormwater runs off to surface waters, pollutants that are picked up by runoff can enter the aquifer and degrade the groundwater quality. Since water flows within an aquifer in a manner similar to surface water flow, downstream portions of the groundwater may be polluted over time. This becomes particularly significant when the aquifer is tapped as a potable water supply downstream.

The task of identifying the nature and extent of groundwater resources available within the State has been delegated to the Regional Water Management Districts. Each District must prepare and make available to local governments a Groundwater Basin Resource Availability Inventory (GWBEAI), which the local governments are to use in planning for future development. The criteria for the inventories and legislative intent for their use are in Section 373, F.S.

Chapter 163, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act of 1985," requires local government comprehensive plans to include a topographic map depicting the prime groundwater recharge areas for the Floridan Aquifer as designated by local Water Management Districts. The designation of prime recharge areas is required by Chapter 373, F.S.

Article 10.05.00 of the City of Mary Esther's Land Development Code addresses aquifer protection along with the Goals, Objectives, and Policies of this Element.

The groundwater system underlying the City of Mary Esther generally consists of three aquifers. The sand and gravel aquifer lies just below the land surface and extends throughout the City. It is open to infiltration from rainfall in varying degrees, depending on the percolation characteristics of surface soils and the extent of impervious surfaces, which have been constructed.

The Floridan Aquifer is not recharged within Okaloosa County. Protection of wells which draw potable water from the aquifer and their respective cones of influence is, however, a requirement of local government. Sand and gravel aquifers which overlie the impervious limestone strata covering the Floridan Aquifer yield water for irrigation purposes and are also subject to conservation and protective measures of local government.

OPPORTUNITIES AND NEEDS

Sanitary Sewer Wastewater

The establishment of efficient wastewater plants is essential to protect the public's health, drinking water supply, and the natural environment. Unfortunately, adverse impacts can occur when facilities are damaged by wind, flooding, and excessive stormwater runoff during rain events. Aging and deteriorating facilities can have adverse impacts on the environment when plants do not function in an efficient manner and when the levels of service standards are allowed to fall to a level that allows the plant's capacity to be exceeded. Inspections and testing are important to ensure that the water being discharged is treated water, that this is accomplished with trained personnel, and the treatment facilities perform satisfactorily in accordance with FDEP and FDOH standards. Standards established in the City's Flood Ordinance are consistently applied to new development.

Septic Tanks

Suburban and rural areas with a high density of septic tanks can experience widespread degradation of groundwater due to increases in nitrates and other substances. Septic tanks are generally the most frequently reported sources of groundwater contamination. When densities are high, septic tanks have the potential to degrade groundwater on larger scales. For this reason, new septic tanks are not allowed in the City of Mary Esther and existing septic users are required to connect to central sewer within one year of sewer availability. Although there are no verified operational septic systems in use within the City, the Florida Department of Health data shown on **Map D-1** includes several parcels categorized as "likely septic." These parcels are mostly concentrated south of U.S. Highway 98.

Stormwater

The relationship between land use management and stormwater management is inevitably linked. Historically, the typical strategy adopted in response to stormwater flooding of developed areas was to modify the drainage system to convey runoff away from developed sites more rapidly. Initially, this response results in limited success in reducing nuisance effects and property damage. However, as urbanization of a drainage basin increases, storm events produce proportionately more and faster runoff. This is primarily due to the increase in impervious surfaces in the basin as land is covered with structures, paved parking lots, newly paved roads, etc. As a result, the capacities of natural drainage features and previously constructed drainage facilities are exceeded more frequently and stormwater flooding problems increase, as do expenditures for further drainage improvements.

The coverage of land area by impervious surfaces allows pollutants to accumulate. The rain moves these accumulated pollutants into ground and surface waters, which reduces water quality. The conveyance systems used to channel the stormwater can become clogged, leading to flooding and property damage. It is when natural features are converted into urban land uses that development related problems occur. The development process disrupts our natural drainage patterns and requires that controls be instituted to protect water quality as well as residents and property from flooding.

In addition to exacerbating flood problems, stormwater runoff has detrimental effects on water quality. Soil eroding from development sites and materials such as oil, grease, pesticides, and fertilizers from urban land uses are washed away with runoff, increasing pollutant loads on receiving waters. The increased velocity of runoff also disrupts natural drainage features by destabilizing channels, leading to further sediment loading and debris accumulation.

The potential environmental and economic impacts of uncontrolled stormwater drainage have led to a management and regulatory framework established by local, state, and federal governments. Severe rain events create runoff exceeding what the drainage system can contain, and flooding is the result. Normally, this is not a problem unless development has occurred in the flooding area. Not only is there a detrimental effect on development when runoff is present, but water quality is affected. Soil carried from more developed areas contains oil, pesticides, fertilizers, and grease which ends up in surface waters.

Treatment and preservation of water quality is generally accomplished through retention or detention with filtration. Retention requires the diversion of runoff to an impoundment area with no subsequent direct discharge to surface waters. Pollutant removal by settling and by percolation of the stormwater through the soil is almost completely effective. Detention facilities are typically within the line of flow of the drainage system. Stormwater from a site passes through the detention facility and is filtered to remove pollutants prior to discharge.

Implementation of the State's stormwater regulations is achieved through a permitting process through FDEP. Exemptions to the permit requirements are provided for facilities serving individual sites for single family, duplex, triplex, or quadruplex residential units. Exemptions are also made for facilities serving dwelling unit sites which are less than ten acres in total land area, have less than two acres of impervious area, and comply with local stormwater management regulations or discharge to a permitted facility.

Water Supply

The City of Mary Esther operates its water utilities under state and federal regulations, ensuring compliance with the Northwest Florida Water Management District (NWFWMD) guidelines and permits. As part of Region II, which encompasses Santa Rosa, Okaloosa, and Walton Counties, Mary Esther relies primarily on the Floridan Aquifer for its potable water supply. This aquifer, a vital regional resource, has experienced significant drawdowns along the coast, creating a persistent cone of depression and raising concerns about saltwater intrusion. Over the years, efforts to shift water withdrawals from coastal to inland areas have resulted in some recovery of aquifer levels, though challenges remain.

Recent projections from the NWFWMD's Regional Water Supply Plan indicate a significant population increase in the region, leading to higher demands for potable water. Between 2015 and 2040, water demand in Region II is expected to grow by approximately 36 percent, underscoring the need for sustainable water resource management and infrastructure planning. For Mary Esther, this growth necessitates not only maintaining existing water systems, but also investing in resilient and efficient infrastructure capable of addressing future demand.

Aquifer

The City of Mary Esther does not contain identified prime potable groundwater or aquifer recharge areas within its jurisdiction, as established in the City's foundational planning documents. However, the surficial aquifer plays a critical role in local hydrology, supporting stormwater infiltration and contributing to groundwater systems that sustain regional water resources. Although no prime recharge zones are present, the City recognizes the importance of protecting and managing surficial aquifers to ensure their continued functionality. Policies addressing stormwater management, land use, and environmental conservation are aligned with state and regional guidelines to safeguard water quality and aquifer health. By integrating these considerations into its infrastructure and land use planning, the City seeks to maintain a balance between development and environmental sustainability.

CONSIDERATIONS FOR INFRASTRUCTURE

Wastewater

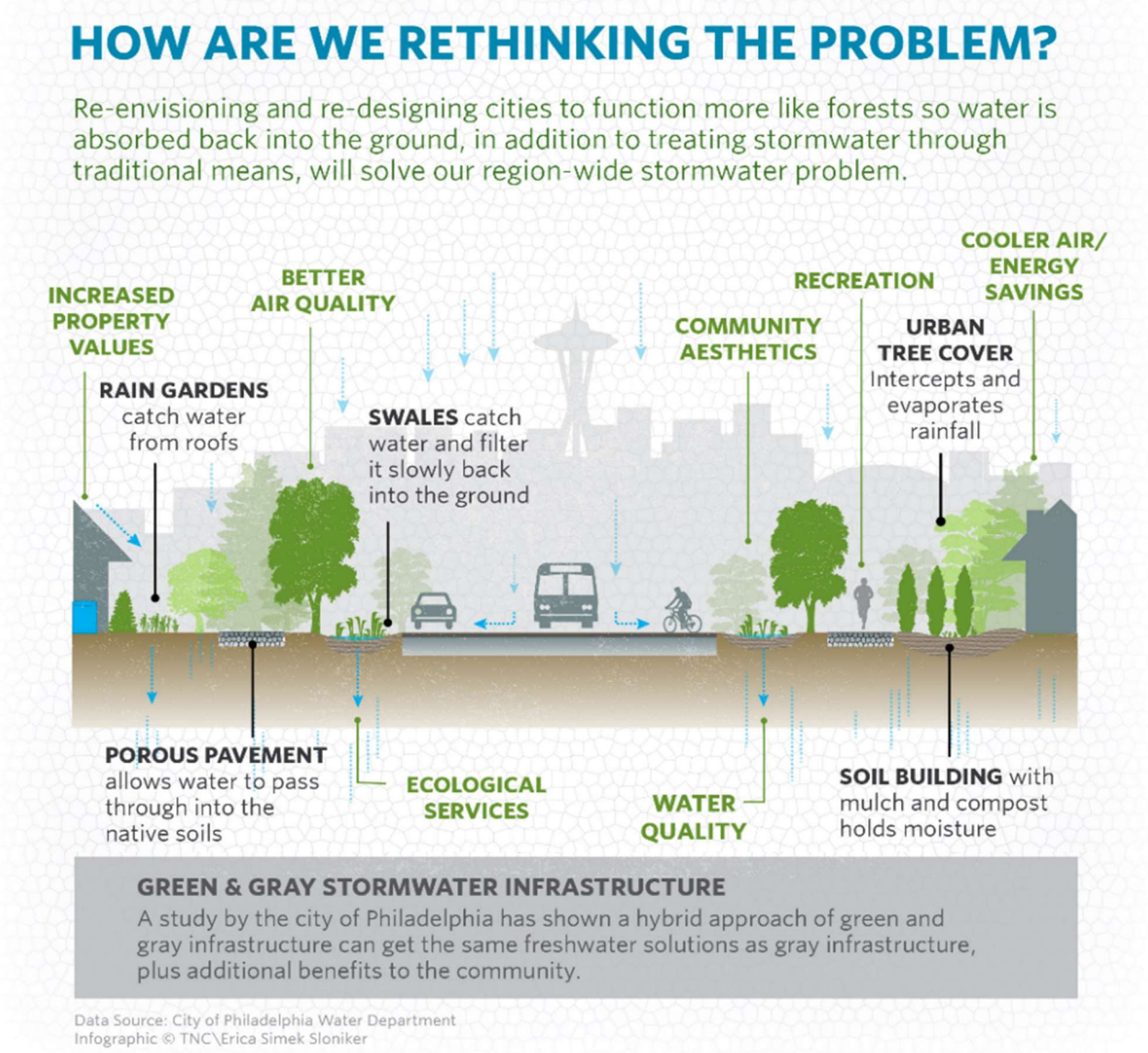
The City of Mary Esther is facing a mandatory state order (FDEP Consent Order) for wastewater upgrades. The City must decide by December 31, 2025, whether to rehabilitate its existing plant or seek other long-term solutions. While examining potential sites and system upgrades, the City is also exploring collaborative opportunities with Hurlburt Field to ensure efficient, reliable service for both partners. Through these efforts, officials aim to modernize aging treatment processes, integrate new technologies, and address environmental safeguards. Evaluating a range of alternatives—ranging from on-site improvements to regional partnerships—positions the City to meet projected growth and regulatory requirements while maintaining a forward-looking approach to public health, sustainability, and fiscal responsibility.

Stormwater

Greening the Grey

Nature-based infrastructure can reduce the cost of stormwater management for new development because material costs are lower.

A key principle of stormwater management is recognition of the need for larger scale planning. A stormwater management system must be designed beginning with the final outlet point to ensure adequate capacity to handle all discharges from the upstream basin under conditions present at the time of design. It is then necessary to ensure that subsequent development upstream utilizes stormwater management techniques and systems which maintain pre-development runoff conditions so that the downstream system is not overloaded. By ensuring that all development within the basin is based on and supportive of the entire basin, the functions and useful life of both natural and constructed system components will be protected and extended. A hybrid approach to stormwater planning that includes nature-based solutions in conjunction with grey infrastructure is beneficial in capturing stormwater on site through natural design. This increases infiltration and improves water quality while reducing the load running through grey infrastructure. In turn, this approach may help increase the life expectancy of the grey system components. Low impact development regulations or incentives, along with green streets, can also lead to reduced stormwater impacts in greater density or mixed-use areas. The City could seek funding for a Master Stormwater Study. This will lead to more detailed standards and innovative stormwater systems.



Water Supply

The City of Mary Esther relies on groundwater withdrawals from the Floridan Aquifer to meet its potable water needs, using a network of municipal wells, treatment facilities, and distribution lines. Operations follow state and federal standards, ensuring an adequate and safe supply for current and future demand. The City regularly evaluates well field capacity, treatment technology, and infrastructure resilience to accommodate projected growth, comply with regulatory requirements, and safeguard water quality. Collaboration with the Northwest Florida Water Management District remains integral to sustainable management of the regional water resource, and local conservation measures—including educational outreach and leak-reduction efforts—help maintain reliable service for residents and businesses.

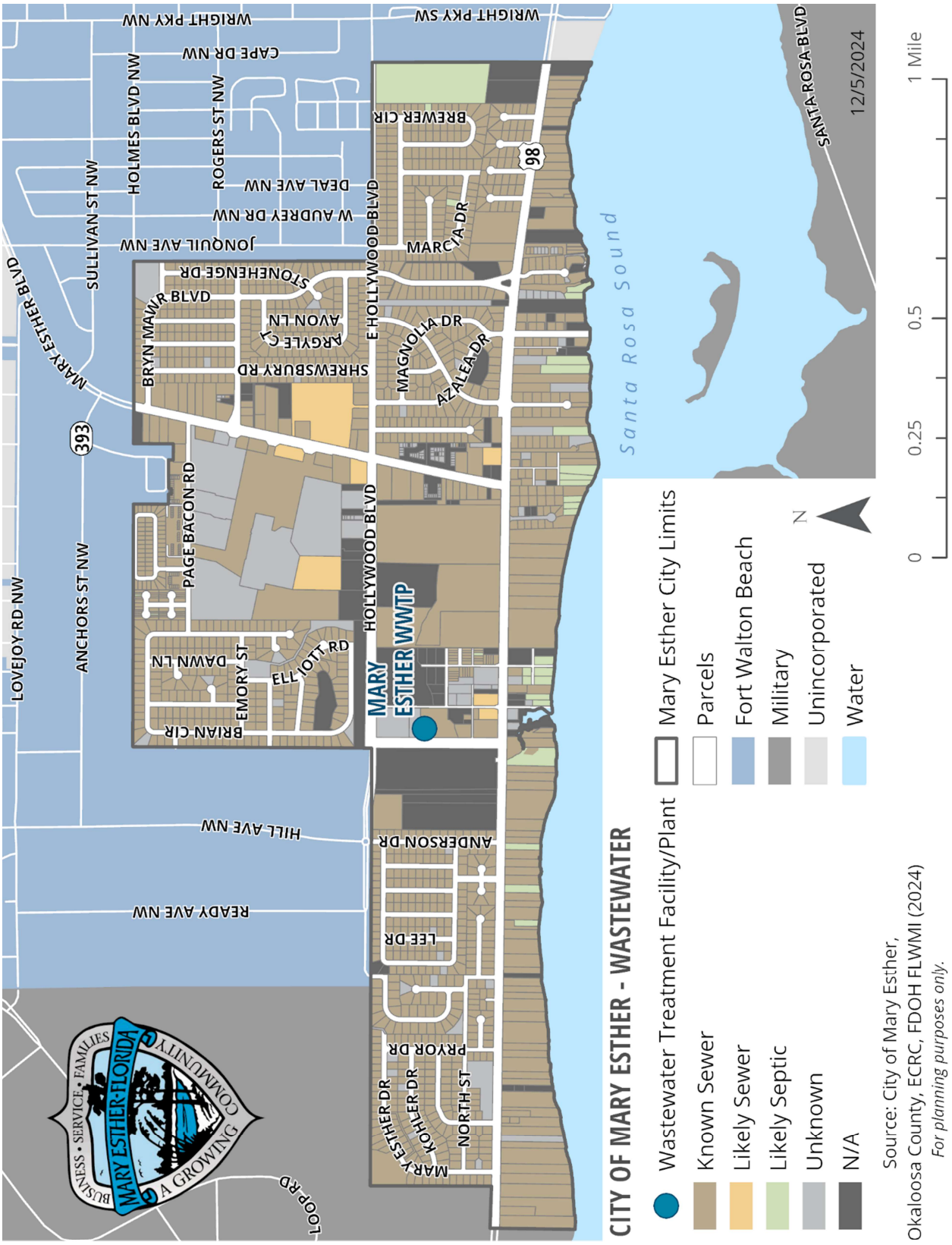
Broadband

Fiber internet connectivity is available within the City of Mary Esther, providing high-speed access for homes and businesses. This fiber backbone enables rapid data transfer, supporting telecommuting, online education, and cloud-based services. The City views broadband as a key component of its economic development strategy, facilitating new opportunities in e-commerce, remote work, and digital entrepreneurship. By encouraging private sector expansion of fiber infrastructure, Mary Esther aims to foster a technologically advanced community that meets the connectivity demands of both existing residents and future investments.

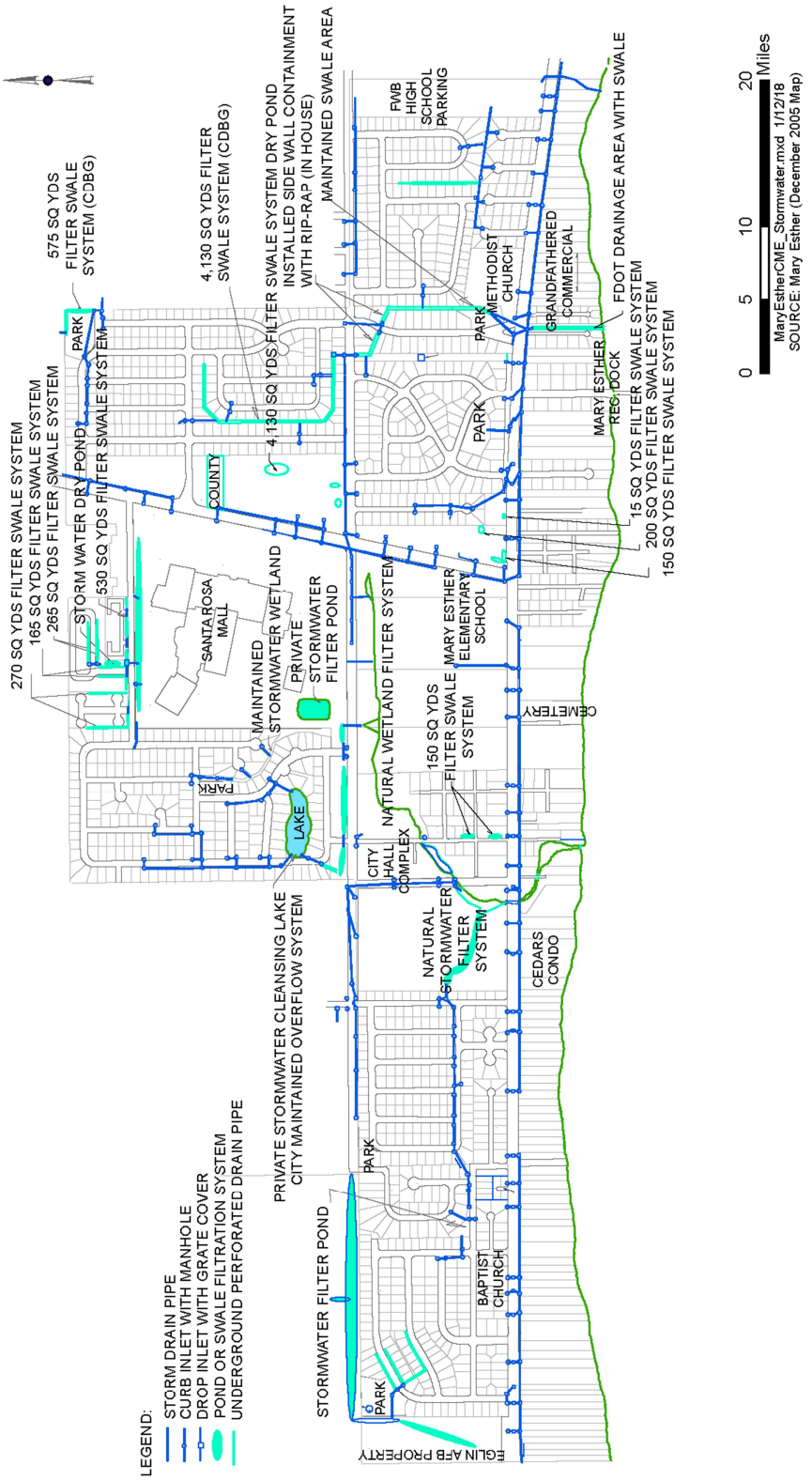
Connecting Communities

Fiber optic broadband uses fiber optic cables to send data. This technology ensures fast and reliable internet service.

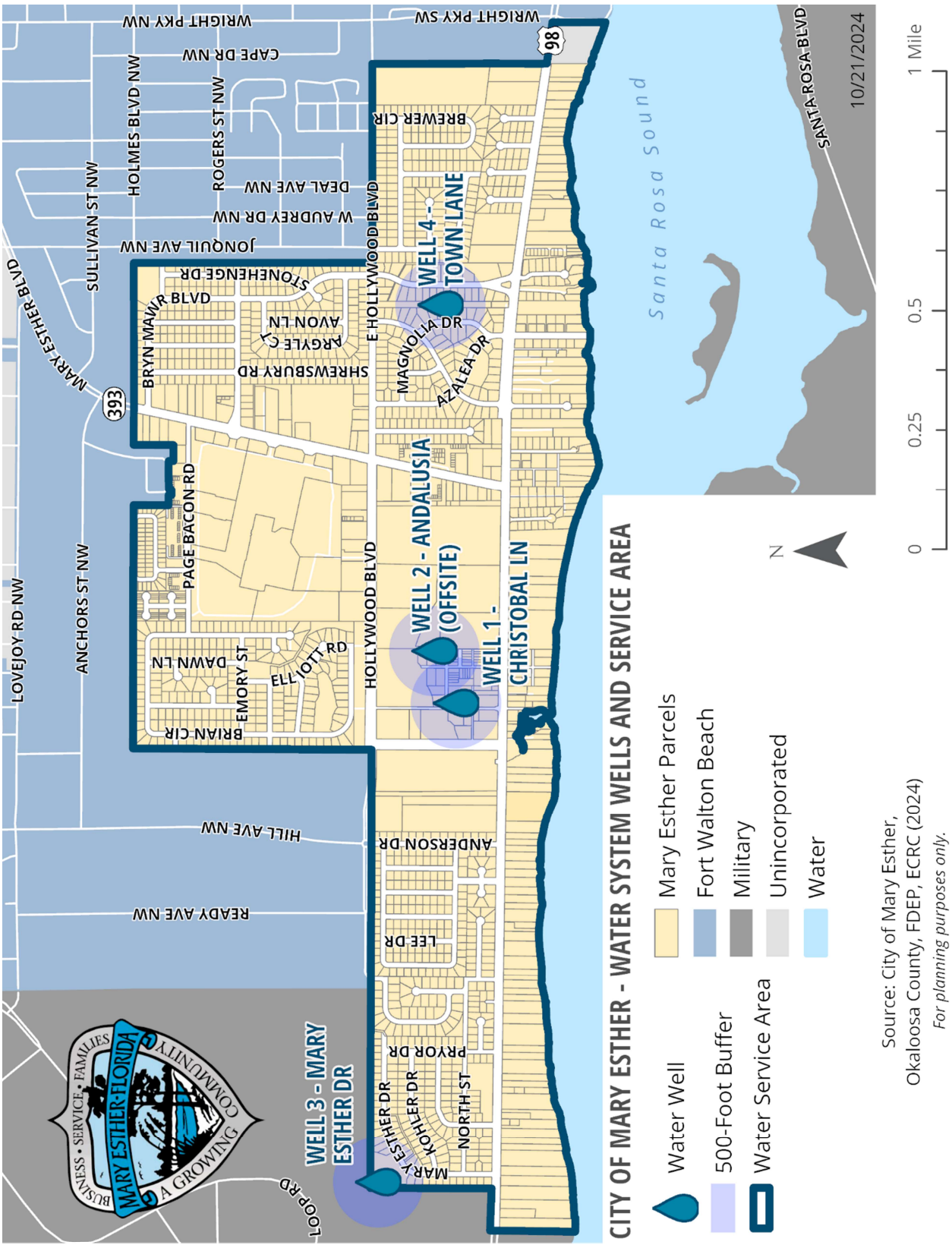
Map D:1 - Wastewater



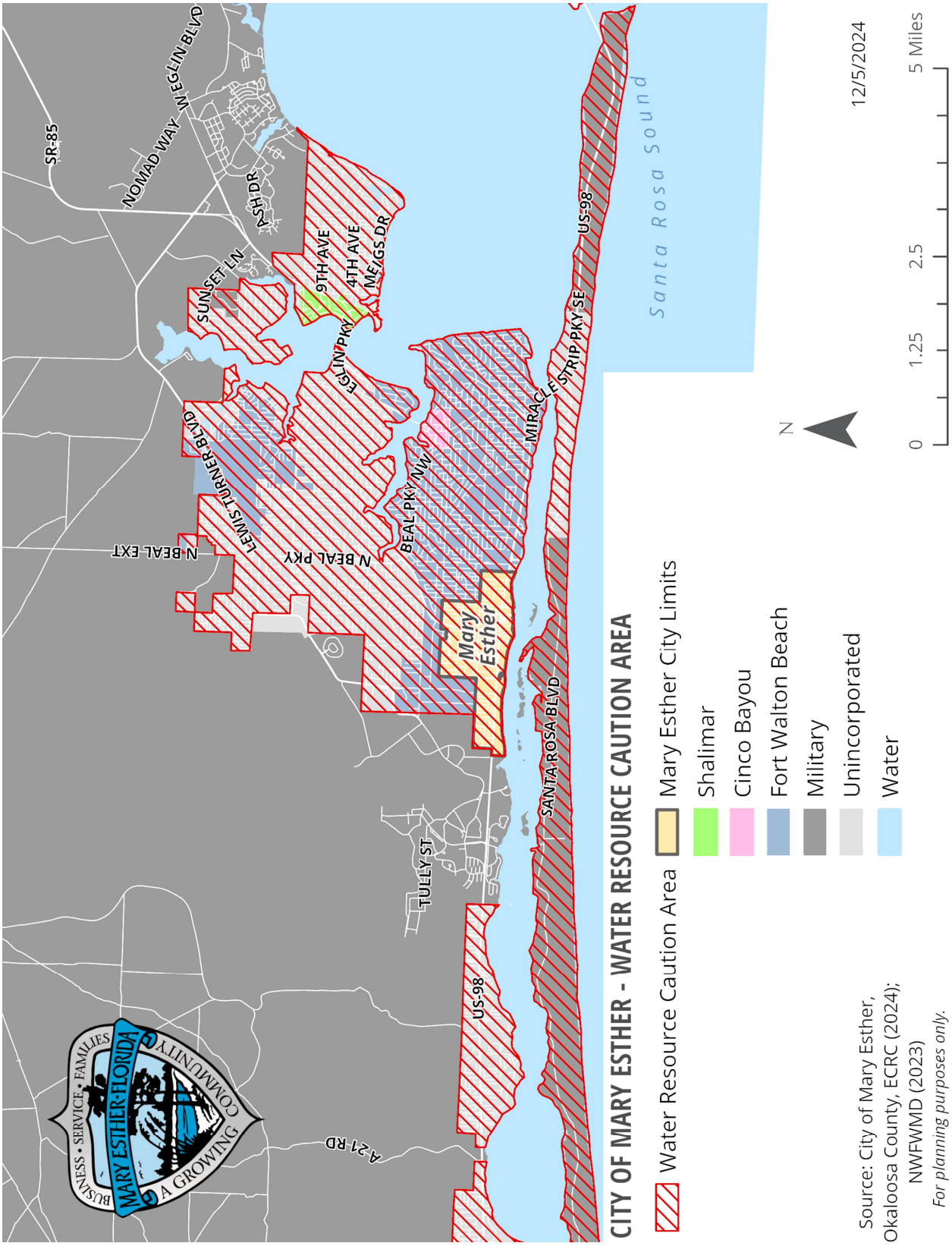
Map D:2 - Stormwater Drainage System



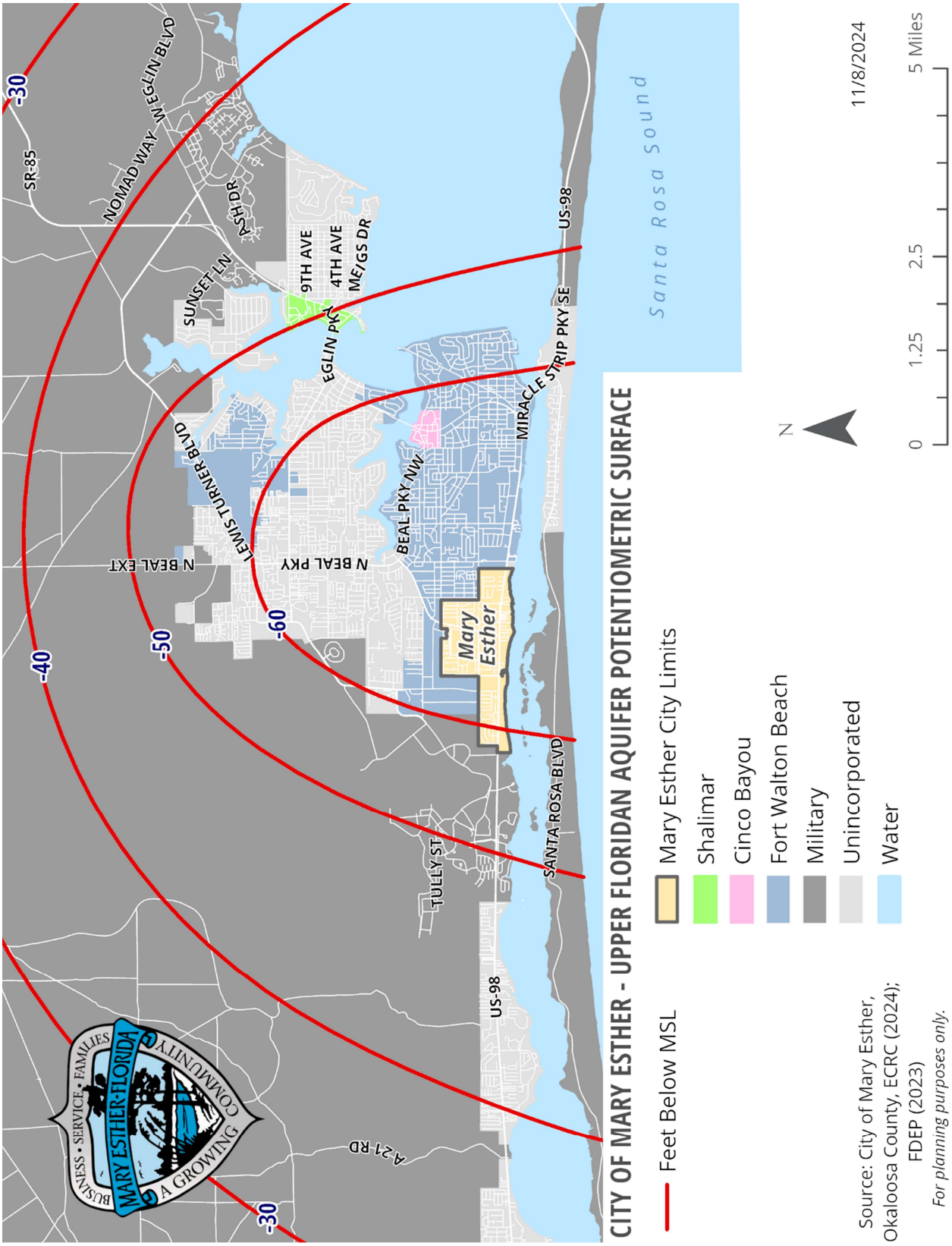
Map D:3 - Water System Wells and Service Area



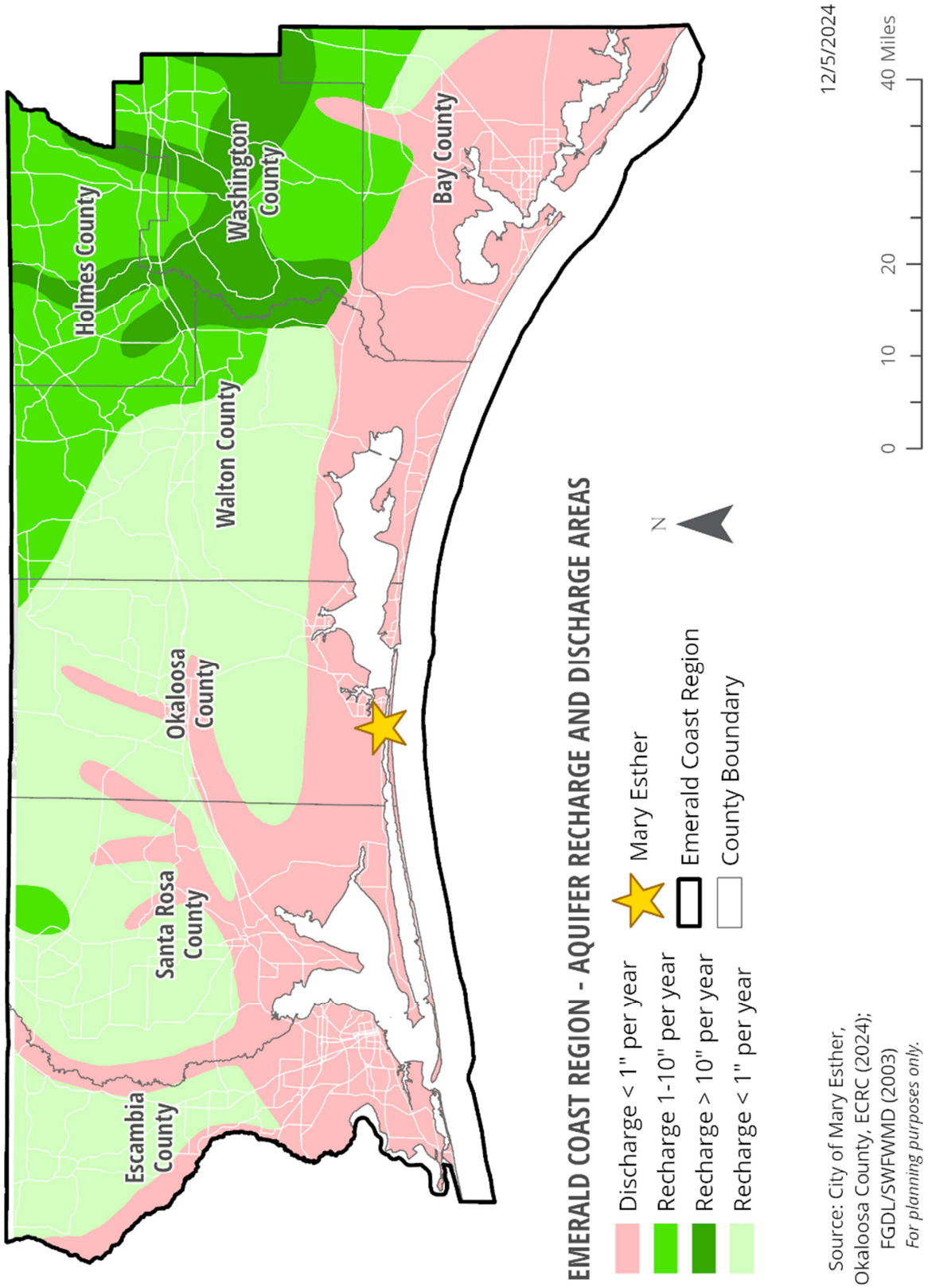
Map D:4 - Water Resource Caution Area



Map D:5 - Upper Floridan Aquifer Potentiometric Surface



Map D:6 - Aquifer Recharge and Discharge Areas



Section E:
Coastal Management and Conservation Element

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INTRODUCTION AND PURPOSE

The purpose of the Coastal Management and Conservation Element is to guide the conservation, use, and protection of natural resources and coastal areas within the City of Mary Esther. This combined element seeks to promote the protection of public health, safety, welfare, and environmental quality while establishing a clear plan and policy direction for City officials and staff. As the City's population grows, the need for effective management of natural resources and coastal areas becomes increasingly critical.

This element provides a technical analysis and vulnerability assessment of current coastal conditions, including flood risks in coastal areas, while addressing the broader conservation needs of the City's natural resources. It incorporates the requirements of Chapter 163, Section 163.3177(6)(d)1-3, Florida Statutes, to identify and analyze natural resources, ensuring their best use, conservation, and protection. Conservation uses within the City include activities that manage or preserve areas for purposes such as flood control, groundwater and surface water protection, floodplain management, and the safeguarding of vegetative communities and wildlife habitats. Coastal and conservation lands also provide essential services, including recreational opportunities, water quality preservation, and habitat protection for threatened or endangered species.

By integrating coastal management and conservation considerations into a single element, the City can better address interconnected challenges such as flood risk, habitat preservation, and sustainable use of natural resources, ensuring long-term environmental resilience and quality of life for its residents.

INVENTORY OF CONSERVATION RESOURCES

Geology

The City of Mary Esther lies within the Panhandle Coastal Lowlands physiographic region, defined by coastal marine deposits (see Future Land Use Element **Maps A:4** and **A:5**). Mary Esther's landscape is relatively flat, with gently sloping sandy soils leading toward Santa Rosa Sound. Unconsolidated quartz sands dominate the surface geology, underlain by layers of clay and limestone that form part of the larger Floridan Aquifer system. These sandy deposits shape local drainage patterns and influence development by providing moderate permeability for stormwater infiltration. While substantial geologic studies in the region focus on areas with more diverse topography, the main geological characteristic in Mary Esther is this coastal plain environment—marked by low elevation, sandy substrates, and a high water table near the shore.

Drainage

Situated along the shore of Santa Rosa Sound, the City of Mary Esther relies on a relatively simple drainage network rather than large rivers or creeks. Shallow swales, underground stormwater pipes, and a few natural channels move runoff toward the Sound. This low-lying coastal setting means water tables are high, and any significant elevation changes occur only in a few localized spots. Together, these features shape a drainage system that must carefully manage stormwater to prevent flooding and protect water quality, particularly given Mary Esther's proximity to the Sound.

Soils

Soils in Mary Esther (**Tables E:1** and **E:2**) vary from well-drained sands suitable for urban development to very poorly drained muck found in low-lying floodplain areas. According to the USDA NRCS, Foxworth Sand, Kureb Sand, Resota Sand, and Mandarin Sand predominate upland portions of the City, offering favorable conditions for building and recreation. These sandy soils typically allow good infiltration, though Mandarin Sand is only moderately well drained where the water table remains deeper.

In contrast, Chipley and Hurricane soils, which are scattered near streams, are somewhat poorly drained. Dorovan Muck and Rutledge Fine Sand appear in depressions or floodplain zones, where water may remain at or above the surface for extended periods. Such areas support wetland conservation or wildlife habitat and require careful design if any development is proposed nearby. Finally, Leon soils, which occur sporadically in lower-lying zones, are also poorly drained and seasonally high in water content.

Overall, recognizing soil drainage traits is crucial for site planning and stormwater management. Projects in poorly drained or floodplain soils may need specialized engineering to address ponding and ensure stable foundations, particularly in areas close to wetlands or streams. The distribution of soils in The City of Mary Esther is shown in Future Land Use Element **Map A:8**.

Table E:1 - Soil Characteristics of the City of Mary Esther

Soil Type (Class/Subclass)	**Characteristics**			
	City Location	Favorable Land Uses	Drainage Class	Seasonal High-Water Table
Chipley and Hurricane	Scattered, typically near streams	Forestland, wildfire habitat, cultivated crops	Somewhat poorly drained	Apparent, at depth of 18-42'' Jan-March, July-Sept
Dorovan Muck	Depressions and floodplains	Wildlife habitat, wetland conservation	Very poorly drained	Apparent at surface to 6” above, Jan-Sept
Foxworth Sand	Upland areas	Urban development, recreation	Well drained	Not present
Kureb Sand	Upland areas	Urban development, recreation	Well drained	Not present
Leon	Scattered, typically near streams	Forestland, wildlife habitat, cultivated crops	Poorly drained	Apparent, at depth of 6-18'' Jan-March, July-Sept
Mandarin Sand	Upland areas	Urban development	Moderately well drained	Apparent at depth of 42-60” Jan-Sept
Resota Sand	Upland areas	Urban development	Well drained	Not present
Rutledge Fine Sand	Along rivers and creeks	Wildlife habitat	Very poorly drained	Apparent, at the surface to 12" above surface, Jan-Sept

Data Source: *Web Soil Survey,* USDA NRCS
Date Prepared: 11/2024

Table E:2 - Acreage and Proportionate Share of Soils, City of Mary Esther

Soil Name	Acres	Percent (%)
CHIPLEY AND HURRICANE SOILS, 0 TO 5 PERCENT SLOPES	64.6	6.9%
DOROVAN MUCK, FREQUENTLY FLOODED	116.7	12.5%
FOXWORTH SAND, 0 TO 5 PERCENT SLOPES	110.1	11.8%
KUREB SAND, 0 TO 8 PERCENT SLOPES	278.9	29.8%
LEON SAND, 0 TO 2 PERCENT SLOPES	52.2	5.6%
MANDARIN SAND, 0 TO 3 PERCENT SLOPES	26.1	2.8%
RESOTA SAND, 0 TO 5 PERCENT SLOPES	42.2	4.5%
RUTLEGE FINE SAND, DEPRESSIONAL	53.9	5.8%
URBAN LAND	187.3	20.0%
WATER	2.2	0.2%
WATERS OF THE GULF OF MEXICO	1.4	0.2%

Data Source: *NRCS SSURGO, 2023*
Date Prepared: 11/2024

Ecological Communities

Although largely urbanized, the City of Mary Esther has several different ecological communities as defined by the data from the Florida Natural Areas Inventory. These ecological communities are comprised of flora and fauna, which provide many ecological functions and benefits. The wetland communities have important hydrologic functions, which affect water quality and quantity. They serve as noise barriers, reduce pollutants, modify temperature extremes, provide habitat for wildlife, and provide resources for recreation. Ecological communities within the City of Mary Esther, according to the Cooperative Land Cover Map Project, are summarized in **Table E:3** and shown on **Map E:19**.

Table E:3 - Ecological Communities

Community	Acres	Percentage
Urban Uses	800.24	85.5%
Wet Flatwoods	73.30	7.8%
Mixed Hardwood-Coniferous	25.23	2.7%
Mixed Hardwood-Coniferous Swamps	14.20	1.5%
Upland Hardwood Forest	11.98	1.3%
Artificial Impoundment/Reservoir	5.21	<1.0%
Coastal Scrub	2.62	<1.0%
Wet Prairie	1.79	<1.0%
Rural Open	0.50	<1.0%
Estuarine	0.41	<1.0%
Mesic Hammock	0.07	<1.0%
Salt Marsh	0.03	<1.0%
Scrub	0.03	<1.0%
Sandhill	0.03	<1.0%
Unconsolidated Substrate	0.01	<1.0%
Data Source: FNAI/FWC Cooperative Land Cover Map Date Prepared: 11/2024		

Wet Flatwoods: Flatland with sand substrate; seasonally inundated; statewide except extreme southern peninsula and Keys; frequent fire (two (2) to four (4) years for grassy wet flatwoods, five (5) to ten (10) years for shrubby wet flatwoods); closed to open pine canopy with grassy or shrubby understory; slash pine, pond pine, large gallberry, fetterbush, sweetbay, cabbage palm, wiregrass, toothache grass. (FNAI)

Mixed Hardwood-Coniferous: Mix of hardwood and coniferous trees where neither is dominant.

Dry Upland Hardwood Forest: Occurs on dry slopes or along upper slopes with sand/clay substrate; mesic; temperate; rare fire; closed canopy; laurel oak and/or live oak and/or pignut hickory, southern magnolia, shortleaf pine, loblolly pine, and/or mixed hardwoods. (FNAI)

Artificial Impoundment/Reservoir: Aquatic community of an artificial lake created by the impoundment of a river with a dam. Reservoirs are constructed to collect water for municipal and/or agricultural water use, to provide hydroelectric power, and to improve opportunities for recreational activities (e.g. boating, swimming), and development. (NYNHP)

Coastal Scrub: This scrub category represents a wide variety of species found in the coastal zone. A few of the more common components are saw palmetto, sand live oak, myrtle oak,

yaupon, railroad vine, bay bean, sea oats, sea purslane, sea grape, Spanish bayonet and prickly pear. This cover type is generally found in dune and white sand areas. (FLUCCS)

Salt Marsh: Estuarine wetland on muck/sand/or limestone substrate; inundated with saltwater by daily tides; statewide; occasional or rare fire; treeless, dense herb layer with few shrubs; saltmarsh cordgrass, needle rush, saltgrass, saltwort, perennial glasswort, seaside oxeye. (FNAI)

Wet Prairie: Flatland or slope with sand or clayey sand substrate; usually saturated but only occasionally inundated; statewide excluding extreme southern peninsula; frequent fire (two (2) to three (3) years); treeless, dense herbaceous community with few shrubs; wiregrass, blue maidencane, cutthroat grass, wiry beaksedges, flattened pipewort, toothache grass, pitcherplants, coastalplain yellow-eyed grass. (FNAI)

Rural Open: Herbaceous or shrubby vegetated areas in a rural setting. Ground typically appears improved or disturbed to some degree.

Estuarine: Deepwater tidal habitats and adjacent tidal wetlands that are usually semi-enclosed by land but have open, partly obstructed, or sporadic access to the ocean, with ocean-derived water at least occasionally diluted by freshwater runoff from the land. The upstream and landward limit is where ocean-derived salts measure less than point-five (0.5) ppt during the period of average annual low flow. The seaward limit is: one (1), an imaginary line closing the mouth of a river, bay, or sound; and two (2), the seaward limit of wetland emergents, shrubs, or trees when not included in one (1). (Cowardin et al. 1979)

Threatened or endangered species that are likely to occur within these communities are summarized in **Table E:4**.

Table E:4 - Federal and State Threatened/Endangered Species Likely to Occur in Okaloosa County

Group	Common Name	Scientific Name	U.S. Fish & Wildlife Service Status
Amphibian	Reticulated Flatwoods Salamander	Ambystoma bishopi	Endangered
Bird	Bald Eagle	Haliaeetus leucocephalus	BGEPA
Bird	Eastern Black Rail	Laterallus jamaicensis ssp. jamaicensis	T
Bird	Piping Plover	Charadrius melodus	T (CH)
Fish	Gulf Sturgeon	Acipenser oxyrinchus desotoi	T (CH)
Insect	Monarch Butterfly	Danaus Plexippus	C
Lichen	Florida Perforate Cladonia	Cladonia perforate	E
Mammal	Tricolored Bat	Perimyotis subflavus	Proposed E
Mammal	West Indian Manatee	Trichechus manatus	T (CH)
Plant	Papery Whitlow-Wort	Paronychia chartacea minima	T
Plant	Gentian Pinkroot	Spigelia gentianoides	E
Reptile	Eastern Indigo Snake	Drymarchon couperi	T
Reptile	Alligator Snapping Turtle	Macrochelys temminckii	Proposed T
Reptile	Gopher Tortoise	Gopherus polyphemus	C

Data Source: U.S. Fish and Wildlife Service, IPaC
Date Prepared: 11/2024

Water Resources

Water resources found in the City of Mary Esther attract tourism, as well as residential and recreational development. Groundwater serves as an important source of drinking water, while surface waters are important for recreational purposes and contribute to a desirable and healthy environment. Care must be exercised to afford protection of groundwater, surface waters, and wetlands, as development remains the main contributor toward the deterioration of groundwater quality.

Floridan Aquifer: The Floridan Aquifer system, one of the most productive aquifers in the world, is the source of all of the City of Mary Esther's water resources. This sediment/rock formation covers an area of about one hundred thousand (100,000) square miles and generally provides water for cities as far north as Savannah, Georgia and as far south as Miami, Florida. Several aquifers may be present below one surface location, separated by confining layers of materials that are impermeable or semi-permeable to water. The Floridan

Aquifer system is divided into an upper and lower aquifer separated by a unit of lower permeability. Under the force of gravity, rainfall, the source of water in aquifers, percolates downward through porous surface soils to enter the aquifer strata. Because of the variable permeability of different soil types, the rate of aquifer recharge from rainfall may vary from one location to another. The areas of highest recharge potential are referred to as prime recharge areas. The presence of overlying confining beds also determines which surface areas will be effective recharge areas for a given aquifer and is another factor in identifying prime aquifer recharge areas. Since aquifer recharge areas are surface features, they are subject to alteration by development, especially since they are generally the most desirable areas to develop. For a depiction of the aquifer recharge and discharge potential in the region, see **Map D:6** in the Infrastructure Element.

The Northwest Florida Water Management District (NWFWMD) serves as the water planning agency for Northwest Florida, and as such, monitors the developmental impacts and water quality of the aquifer for the seven (7) water supply planning regions in the district to efficiently manage water sources. Currently, Region II, of which the City of Mary Esther belongs, reports sufficient groundwater from the aquifer to support development demands. Based on water supply use estimates data from the NWFWMD (2025), Mary Esther's water production allocation is zero-point-six-two-zero (0.620) MGD, and use was estimated at zero-point-four-one-two (0.412) MGD in 2020. The NWFWMD estimates only moderate increases in the total water used. (see **Table E:5**).

Table E:5 - Public Water Supply Use Estimates and Projections, City of Mary Esther

Year	Population	MGD	% Change
2020	3,982	0.412	-
2025	4,507	0.412	0 %
2030	5,032	0.417	1.21%
2035	5,306	0.420	0.72 %
2040	5,580	0.421	0.24 %
2045	5,596	0.421	0 %

Data Source: *2025 Regional Water Supply Plan*, Northwest Florida Water Management District
CFAS
Date Prepared: 3/2025

Surface Waters: Mary Esther's water resources center on Santa Rosa Sound, a brackish estuarine body that provides critical habitat for marine life, supports recreational activities, and contributes to the City's coastal character. While there are no major rivers or large creeks within Mary Esther itself, limited local drainage channels and wetland areas convey runoff toward the Sound. These surface waters not only sustain fish and wildlife but also help recharge the broader Floridan Aquifer system regionally. Safeguarding water quality by

preventing contamination—through measures like proper stormwater treatment and wetland preservation—remains essential to maintaining both ecological health and the City's water supply.

Wetlands: There are approximately seventy (70) acres of wetlands in the City of Mary Esther which provide a multitude of ecological, economic, and social benefits. Wetlands provide habitat for fish, wildlife, and a variety of plants and serve as nurseries for many saltwater and freshwater fish and shellfish of commercial and recreational importance. Wetlands are also important landscape features because they hold and slowly release floodwater, recharge groundwater, act as filters to cleanse water of impurities, recycle nutrients, and provide recreation and wildlife viewing opportunities for millions of people. (See **Map A:6** in the Future Land Use Element.)

Floodplains: The City has approximately eighty-eight (88) acres of land in the 100-year and 500-year floodplains combined, located primarily south of U.S. Highway 98 along the Santa Rosa Sound (see **Map A:7** of the Future Land Use Element). Floodplains within the City can provide recreational opportunities and wildlife habitat preservation when maintained as parklands and open space. Development should occur at limited densities and intensities of use and should use construction practices designed to mitigate property damage while at the same time protecting the natural function of the floodplains.

Water Conservation

The City of Mary Esther obtains its potable water from the Floridan Aquifer, relying on withdrawals that remain within permissible limits set by the Northwest Florida Water Management District (NWFWMD). Although the City's population is relatively small and not experiencing the large-scale agricultural demands seen elsewhere in the region, continued vigilance is important to prevent aquifer stress and ensure sustainability. Data from the NWFWMD's 2023 Water Supply Assessment Update includes Mary Esther's projected demand through 2045, showing that existing supplies should remain adequate if resource management and conservation practices continue. (**Tables E:6** and **E:7**)

Local measures—such as promoting Florida-Friendly Landscaping and maintaining efficient water infrastructure—further protect against overuse and contamination. These initiatives help safeguard the aquifer, support future growth, and maintain the City's high-quality water supply without risking resource depletion.

Table E:6 - Estimated and Projected Public Water Demand, 2020-2045 – City of Mary Esther and Okaloosa County

Public Water Supply Utility	2020 Baseline Estimates			Average Demand and Production, Projections (GPD)				
	Gross Water Use (ADR, GPD)	Population Served	Gross Per Capita (GPCD)	2025	2030	2035	2040	2045
City of Mary Esther	412,101	4,013	103	412,101	417,453	419,923	420,953	420,953
Okaloosa County Total	24,103,414	214,351	102	25,534,481	26,632,098	27,509,544	28,293,308	28,964,502

Data Source: *NWFWMD 2023 Water Supply Assessment Update*
Date Prepared: 12/2024
Notes: ADR = Average Daily Rate, GPD = Gallons Per Day, GPCD = Gallons Per Capita per Day

Table E:7 - Estimated and Projected Public Water Demand by Year, 2020-2045 – Okaloosa County

Use Category	Estimates	Future Demand Projections - Average/Normal Years					2020-2045 Change	
	2020	2025	2030	2035	2040	2045	MGD	%
Public Supply	24.103	25.534	26.632	37.510	28.293	28.965	4.861	20.2%
Domestic Self Supply (DSS)	0.888	0.692	0.615	0.540	0.461	0.386	(0.502)	-56.6%
Agriculture	0.408	0.413	0.413	0.414	0.414	0.429	0.021	5.1%
Recreational	5.453	5.738	5.968	6.150	6.310	6.446	0.993	18.2%
Industrial/Commercial/ Institutional (ICI)	1.671	1.671	2.136	2.290	2.290	2.290	0.619	37.1%
Power	-	-	-	-	-	-	N/A	N/A
Total	**32.523**	**34.048**	**35.764**	**36.903**	**37.768**	**38.516**	**5.993**	**18.4%**

Data Source: *NWFWMD 2023 Water Supply Assessment Update*
Date Prepared: 12/2024

Air Quality

Ambient air quality is monitored through the State and Local Air Monitoring Stations (SLAMS) and National Air Monitoring Stations (NAMS) Network. The Florida Spatial Air Quality System (SAQS) Office of Air Monitoring displays the current Air Quality Index (AQI) for all ambient air quality monitors in the state. There are no monitoring stations in the City of Mary Esther or in Okaloosa County. A permit is required for the construction, modification, expansion, or operation of any facility or development that will emit pollutants into the air. The Florida Department of Environmental Protection's Bureau of Air Resources Management issues air quality construction permits for major developments causing possible air pollution.

Wildfires

According to the Florida Forest Service's "Significant Fires in Florida List," no significant wildfires have taken place in Okaloosa County between the years 2019 to 2024.

Commercially Valuable Minerals

According to FDEP's Mining and Mitigation program, there are no mining operations located in Mary Esther.

Hazardous Waste Management

Currently, no large quantity hazardous waste generators (i.e., those generating over two thousand two hundred (2,200) pounds of hazardous waste per month) operate within the City of Mary Esther. However, recent data shows thirty-seven (37) small quantity generators (SQGs) across the city—sixteen (16) active, twenty-one (21) inactive—most of which produce limited amounts of used oil, automotive parts-cleaning solvents, oil filters, and similar materials. As required by the Florida Department of Environmental Protection (FDEP), twenty percent (20%) of these SQGs are inspected on a rotating annual basis to ensure a licensed hauler or approved method is used for proper disposal.

All businesses that handle hazardous materials must keep records of how wastes are stored, labeled, and ultimately disposed. Acceptable disposal methods typically include incineration, onsite treatment (where permissible), recycling/reuse (e.g., used oil), or licensed waste haulers transporting material to approved treatment, storage, and disposal facilities. Common mismanagement issues often involve inadequate labeling, improper container types, or mixing of incompatible wastes. The City, in cooperation with FDEP and the Emerald Coast Regional Council, works to correct any such deficiencies by requiring clearer labeling, secondary containment, and routine site inspections. This approach helps minimize potential risks to public health, protect the environment, and ensure compliance with state and federal hazardous waste regulations.

State, Regional, and Regulatory Coastal Management Plans and Programs

Florida Statewide Regional Evacuation Study (SRES) Program: The Florida Division of Emergency Management (FDEM), Division of Community Planning, and Department of Transportation, in coordination with the Emerald Coast Regional Council (ECRC), have developed the Florida Statewide Regional Evacuation Study (SRES) Program[1] for the Emerald Coast Region. This report provides evacuation population estimates, evacuation clearance times and public shelter demands for the region. Updated in 2021, the study covers Bay, Escambia, Holmes, Okaloosa, Santa Rosa, Walton and Washington counties and their respective municipalities.

The SRES includes information on demographic characteristics, evacuation rates, vulnerable populations, public shelter demand, evacuating population, and clearance times for Okaloosa County. **Table E:8** indicates the total quantity and types of dwelling units that exist (2020) and are projected (2025) within the County. **Table E:9** indicates the population determined to be at risk per evacuation level in Okaloosa County for site-build homes and mobile/manufactured homes in 2020 and 2025.

Table E:8 – Okaloosa County Demographic Characteristic Summary

County	Characteristic	Year 2020	Year 2025
Okaloosa	Occupied site-built homes	73,700	77,675
	Population in site-built homes	187,157	197,315
	Occupied mobile homes	4,262	4,262
	Population in mobile homes	11,105	11,105
	Hotel/motel units	6,171	6,357
Data Source: Statewide Regional Evacuation Study (2021 Update) Date Accessed: 11/2024			

[1] Regional Evacuation Studies are available through the Florida Division of Emergency Management website (https://www.floridadisaster.org/dem/preparedness/regional-evacuation-studies).

Table E:9 - Population-at-Risk from Hurricanes by Evacuation Level, 2020 in Okaloosa County

Home Type	Evacuation Zone A	Evacuation Zone B	Evacuation Zone C	Evacuation Zone D	Evacuation Zone E
Site-Built Homes	946	26,846	11,395	33,549	8,872
Mobile/ Manufactured Homes	47	1,088	197	909	475
Total	993	27,934	11,592	34,458	9,347

Data Source: Statewide Regional Evacuation Study (2021 Update)
Date Accessed: 11/2024

The SRES includes base and operational evacuation model scenarios. Base scenarios estimate worst-case scenarios that assume one hundred percent (100%) of the vulnerable population evacuates and include impacts from counties outside of the regional clearance area. Operational scenarios provide emergency management personnel with information to plan for different levels of storm events.

Calculated clearance times are used by county emergency managers as one input to determine when to recommend an evacuation order. This calculation can include the population-at-risk, shadow evacuees (those who evacuate voluntarily from outside of the declared evacuation area), as well as evacuees from other counties anticipated to pass through the county. Clearance time is developed to include the time required for evacuees to secure their homes and prepare to leave, the time spent by all vehicles traveling along the evacuation route network, and the additional time spent on the road caused by traffic and road congestion. Clearance time does not relate to the time any one vehicle spends traveling along the evacuation route network. The four (4) clearance times that are calculated as part of the evacuation transportation analysis include: one (1), Clearance Time to Shelter; two (2), In-County Clearance Time; three (3), Out of County Clearance Time; and four (4), Regional Clearance Time.

The base scenario levels correspond to the evacuation zones (Level A is Evacuation Zone A). The base scenarios one through five (1–5) used 2020 demographic data and highway network, no one-way operations, Fall/Spring levels of university population, the default tourist rate, primary shelters open, a twelve-hour (12-hour) response curve, no evacuation phasing, and one hundred percent (100%) evacuation behavioral response. The base scenarios six through ten (6–10) use the same criteria except for using 2025 demographic data and highway network.

The operational scenario levels also correspond with the evacuation zones (Level A is Evacuation Zone A). Operational scenarios use the same criteria as the base scenarios with

the exception that rather than using one hundred percent (100%) evacuation behavioral response, the operational scenarios use "Planning" behavioral response to estimate the likelihood of the population to evacuate when given an evacuation order. The planning behavioral response was established by a study conducted by Cambridge Systematics. **Table E:10** depicts the clearance times for Okaloosa County modeling 2020-Base, 2025-Base, 2020-Operational, and 2025-Operational scenarios.

Table E:10 - Clearance Times for Okaloosa County (2020/2025 Base and Operational Scenarios)

2020 Base Scenarios			
Evacuation Base Scenario/Level	Clearance Time to Shelter	In-County Clearance Time	Out of County Clearance Time
1/A	12.5	15.0	15.0
2/B	13.0	18.5	18.5
3/C	13.5	20.5	20.5
4/D	14.0	33.0	33.0
5/E	15.0	34.5	34.5
2025 Base Scenarios			
Evacuation Base Scenario/Level	Clearance Time to Shelter	In-County Clearance Time	Out of County Clearance Time
6/A	12.5	16.0	16.0
7/B	13.0	20.0	20.0
8/C	13.0	22.5	22.5
9/D	14.0	40.0	40.0
10/E	15.5	41.0	41.0
2020 Operational Scenarios			
Evacuation Base Scenario/Level	Clearance Time to Shelter	In-County Clearance Time	Out of County Clearance Time
1/A	12.5	15.0	15.0
2/B	13.0	15.5	15.5
3/C	13.0	19.5	19.5
4/D	13.0	24.5	24.5
5/E	13.5	28.5	28.5
2025 Operational Scenarios			
Evacuation Operational Scenario/Level	Clearance Time to Shelter	In-County Clearance Time	Out of County Clearance Time
6/A	12.5	15.0	15.0
7/B	12.5	16.5	16.5
8/C	13.0	20.0	20.0
9/D	13.0	26.5	26.5
10/E	13.5	33.5	33.5
Data Source: Statewide Regional Evacuation Study (2021 Update) Date Accessed: 11/2024			

Maximum Evacuating Population Clearances are the maximum proportion of the evacuation population that can be expected to evacuate at various intervals during an evacuation. The SRES Evacuation Transportation Analysis (2020) used base scenarios that assume 100% of the vulnerable population is evacuation, along with shadow evacuations and evacuations from adjacent counties. **Table E:11** shows the maximum evacuating population for each evacuation level given a specific time interval.

Table E:11 - Okaloosa County Maximum Evacuating Population Time Interval (2020 and 2025)

2020 Maximum Evacuating Population					
Time Interval	Evacuation Level A	Evacuation Level B	Evacuation Level C	Evacuation Level D	Evacuation Level E
12-Hour	33,772	45,839	55,063	47,832	51,168
18-Hour	42,215	68,758	82,595	71,749	76,753
24-Hour	42,215	70,668	94,066	95,665	102,337
36-Hour	42,215	70,668	94,066	131,539	147,109
2025 Maximum Evacuating Population					
Time Interval	Evacuation Level A	Evacuation Level B	Evacuation Level C	Evacuation Level D	Evacuation Level E
12-Hour	33,025	44,388	52,605	41,447	45,261
18-Hour	44,033	66,582	78,907	62,171	67,891
24-Hour	44,033	73,980	98,634	82,895	90,522
36-Hour	44,033	73,980	98,634	124,342	135,782
Data Source: Statewide Regional Evacuation Study (2021 Update) Date Accessed: 11/2024					

Note: These estimates take into account many variables, including roadway capacity, in-county evacuating trips, out of county evacuating trips, evacuating trips from other counties, and background traffic that is impeding the evacuation trips. For this reason, the maximum evacuation population by time interval will vary between evacuation level and either increase or decrease from one evacuation level to the next.

The Emerald Coast Regional Model Network Map (**Map E:1**) depicts the evacuation routes in Okaloosa County and the surrounding area that were used in the evacuation modeling.

Okaloosa County Local Mitigation Strategy (LMS) and Public Safety Resources: The Okaloosa County Local Mitigation Strategy (LMS) provides a risk and vulnerability assessment for natural hazards including hurricanes and tropical storms, storm surge, flooding, severe storms, tornados and waterspouts, thunderstorms and lightning, winter storms, heatwave and drought, wildfire, beach erosion and other hazards. This section discusses vulnerable populations, repetitive loss properties, and structure and infrastructure damages associated with these hazards.

Okaloosa Public Safety and Okaloosa County GIS departments maintain information on evacuation routes and shelters on their websites. The City of Mary Esther is included in Okaloosa County's Evacuation Zone Area map of Fort Walton Beach; however, **Map E:2** was created by the ECRC to show Evacuation Zones specifically in the City of Mary Esther. Although all of the parcels south of U.S. Highway 98 are included in an evacuation zone, storm surge risk should also be reviewed. **Map E:3** depicts shelter locations and evacuation routes with directional arrows in Okaloosa County[2].

Northwest Florida Water Management District (NWFWMD) Surface Water Improvement and Management (SWIM) Plans: The Surface Water Improvement and Management (SWIM) program's primary focus is watershed management, water quality, and natural system protection and restoration. Cooperative activities conducted under SWIM also provide improvements for flood protection, water supply, and public recreation. Watershed priorities include water quality, natural systems, floodplain functions, and education and outreach. The City of Mary Esther is adjacent to the Santa Rosa Sound, an estuarine water body within the Pensacola Bay System. Most of the waters in the Pensacola Bay System watershed have a Surface Water Classification of Class III waters (designated for recreation and maintenance of a healthy, well-balanced population of fish and wildlife. Santa Rosa Sound is designated Class II waters to support shellfish propagation or harvesting.

The *Pensacola Bay System SWIM Plan* (2017) provides a watershed description including geographic and geological characteristics, hydrological characteristics, land use and population, and natural communities. The plan also reviews water quality, natural systems, and floodplain management in the area as well as protection and restoration management practices and funding sources. Recommended projects include the following (* indicates that Santa Rosa Sound is a geographic focus area):

- stormwater planning and retrofit*
- septic tank abatement*
- advanced onsite treatment systems
- agriculture and silviculture best management practices
- basinwide sedimentation abatement
- riparian buffer zones*
- aquatic, hydrologic and wetland restoration
- estuarine habitat restoration
- strategic land conservation
- watershed stewardship initiative
- sub-basin restoration plans*
- wastewater treatment and management improvements*
- interstate coordination
- analytical program support
- comprehensive monitoring program

[2]Evacuation routes and shelter information is available on Okaloosa County's public safety website. Because all designated shelters are not automatically opened during an evacuation, Okaloosa County advises listening to local radio stations for updates.

The City of Mary Esther is listed as a permit holder of Municipal Separate Storm Sewer Systems for stormwater conveyance that discharges to waters of the state. Stormwater runoff is a primary source of nonpoint source (NPS) pollution. Stormwater runoff collects pollutants from across the landscape (lawns, pavement, highways, dirt roads, buildings, farms, forestry operations, construction sites, etc.) and deposits the pollution into the water systems. Medium- to high-density residential, commercial, and industrial urban land use generates the greatest NPS pollution per acre due to impervious surfaces that increase runoff. The City of Mary Esther is listed as an example of a municipal or fringe area with relatively dense development and significant areas of impervious surface; these areas have the greatest need and potential for stormwater retrofit efforts.

West Florida (Emerald Coast) Strategic Regional Policy Plan: The Strategic Regional Policy Plan (SRPP), as required by Section 186.507, Florida Statutes, is a long-range guide for physical, economic, and social development of a planning district through the identification of regional goal and policies. The Emergency Preparedness section addresses man-made hazards and develops planning standards to reduce the risks from natural and technical hazards with the following goals:

- Developing a new hurricane evacuation, shelter, and behavioral analysis study for the region
- Reducing high-density residential development within the Coastal High Hazard Area
- Reducing risk of injury or death from release of chemical hazards

The Natural Resources of Regional Significance section aims to protect resources that retain or provide benefit of regional significance to the natural or human environment, regardless of ownership, through the following goals:

- Implementation of conservation plans to protect the region's surface and ground water resources
- Reestablishing a functioning dune system
- Restricting development in the Coastal High Hazard Area
- Continuing to appropriately use and protect the region's functioning natural systems

The Pensacola Bay System is an estuarine water body of state submerged lands. The system includes Pensacola Bay, Escambia Bay, East Bay, Blackwater Bay, and Santa Rosa Sound east to the City of Mary Esther.

Federal Coastal Management Zone Act (CZMA) and Florida Coastal Management Plan (FCMP): The Coastal Zone Management Act (CZMA) encourages the nation's coastal regions to develop and implement federally-approved coastal management programs (CMPs) based on that state's unique coastal characteristics. The management programs

assist states in achieving wise use of the land and water resources of the coastal zone, emphasizing ecological, economic, cultural, historic, and aesthetic values. The Florida Department of Environmental Protection (FDEP) is the designated lead agency for the Florida Coastal Management Plan (FCMP) and it is overseen by DEP's Florida Coastal Office.

The CZMA requires a state CMP to identify the boundary of its coastal zone, which includes the area of land and water from the territorial limits landward to the most inland extent of marine influences. Following is a description of the seaward and interstate boundaries for the state of Florida:

- **Seaward Boundaries** – the CZMA defines the seaward extent of a state's coastal zone as "to the outer limit of state title and ownership under the Submerged Land Act…". Under the Submerged Lands Act, Florida's title and ownership extends three miles into the Atlantic Ocean and, in accordance with United States vs. Louisiana, et.al., 364 U.S. 502 (1960), three marine leagues (approximately nine nautical miles) into the Gulf of Mexico.

- **Interstate Boundaries** – the western lateral boundary of the FCMP is defined by the adjudicated boundary between Florida and Alabama. The coastal zone boundary in Alabama is the continuous 10-foot contour in Mobile and Baldwin counties. The northern lateral boundary of the state coastal program is the adjudicated boundary between Florida and Alabama and Florida and Georgia. Each state, with the development of its own coastal management program, has consulted with one another to ensure compatibility between each state's respective boundary designations.

Based upon the geography of Florida and the legal basis for the state program, the entire State of Florida is included within the coastal zone[3]. Geographically, Florida has low land elevation, a generally high water table, and an extensive coastline with many rivers emptying into coastal waters. Few places in Florida are more than seventy miles from either the Atlantic Ocean or the Gulf of Mexico. The result is an interrelationship between the land and coastal waters, which makes it difficult to establish a boundary that would exclude inland areas. Because of this interrelationship, the state boundaries include the entire area encompassed by the state's 67 counties and its territorial seas. The only exceptions are lands the federal government owns, leases, holds in trust, or whose use is otherwise by law subject to the sole discretion of the federal government, its officers, or agents. Lands held by the Seminole and Miccosukee Indian Tribes are also exempted.

For planning and developing coordinated projects and initiatives relating to coastal resource protection and management and for completing federal consistency reviews of federally-licensed and permitted activities, only the geographical area encompassed by the 35 Florida

[3] *Florida Coastal Management Plan Guide* (2024), Florida Department of Environmental Protection

coastal counties and the adjoining territorial sea is utilized. This would include Okaloosa County as a coastal county.

Coastal Area, Existing Coastal Uses, & Undeveloped Areas

This section identifies coastal areas, existing land uses, and undeveloped areas in the coastal area within the City of Mary Esther. Chapter 163.3164(8), Florida Statutes, defines coastal areas as "the 35 coastal counties and all coastal municipalities within their boundaries." For the purposes of this document, the entirety of the City of Mary Esther is considered a coastal area. The City of Mary Esther has approximately fourteen thousand twenty (14,020) feet of coastline. Existing land uses within the City of Mary Esther include Single-Family Residential, Multi-Family Residential, Vacant Residential, Commercial, Vacant Commercial, Public/Institutional, Industrial, Recreation/Common Areas, and Right-of-Way/Miscellaneous as indicated on **Map E:4**.

For the purpose of this report, an "undeveloped" area is defined as a property without a structure or significantly disturbed soil. Undeveloped areas may include protected areas and vacant lands. The city is substantially built out with only about forty-four (44) acres of undeveloped land (vacant residential and vacant commercial) remaining as shown in **Table E:12**. The majority of vacant properties along the shoreline, south of Miracle Strip Parkway (U.S. Highway 98), contain a residential future land use designation. Several vacant commercial properties are located north of U.S. Highway 98 with only four located south of U.S. Highway 98. **Table E:12** shows the existing land use categories and corresponding number of acres within the City of Mary Esther according to the Department of Revenue (DOR) land use codes.

Table E:12 - Existing Land Use by Acreage

Land Use Category	Acreage
Single-Family Residential	441.1
Multi-Family Residential	23.4
Vacant (Commercial & Residential)	44.0
Commercial	117.0
Public/Institutional	108.3
Industrial	14.3
Recreation/Common Areas	6.7
Rights-of-Way/Miscellaneous	17.2
Total	**772.0**

Future Land Uses in the Coastal Area

Over half of the land in the City of Mary Esther has a residential future land use designation, with commercial future land uses occupying about twenty-five percent (25%). Properties along the shoreline predominantly contain a residential future land use designation. Several single-family and multi-family homes are built along the shoreline, while very few commercial developments are located along the coast. Additionally, recreational and open space uses are limited along the shoreline. Future land uses in the City of Mary Esther are listed by acreage in **Table E:13** and illustrated on **Map E:5**.

Table E:13 - Future Land Use by Acreage

Land Use Categories	Acres
Low-Density Residential	465.4
Medium-Density Residential	17.0
Commercial	191.9
Public	50.5
Recreation	10.6
Conservation	2.7
Recreation/Conservation	33.9
Total	**772.0**

Wildlife Habitats, Wetland and Vegetative Communities

The City of Mary Esther is within a southern temperate zone consisting of broad alluvial riparian habitats as well as upland flats and ridges once dominated by longleaf pine communities. The Yellow River Basin (in Santa Rosa, Okaloosa, and Walton Counties) supports a large diversity of aquatic species including several endemic as well as threatened and endangered species including birds, turtles, frogs, and fish. Santa Rosa Sound is classified as a Critical Marine Habitat for the Gulf Sturgeon (State Wildlife Action Plan, 2019). Critical Habitat may include an area that is not currently occupied by the species, but will be needed for its recovery. In addition to the Gulf Sturgeon, the Pensacola Bay system includes federally designated critical habitat for several species of freshwater mussels, and the watershed also supports the threatened piping plover, the endangered reticulated flatwoods salamander, and the blackmouth shiner (NWFWMD Pensacola Bay System SWIM Plan, 2017).

Florida Fish and Wildlife Conservation Commission (FWC) has identified certain natural areas within the Pensacola Bay Watershed as Strategic Habitat Conservation Areas (SHCAs). These areas are important habitats that do not have conservation protection that would increase the security of rare and imperiled species. The SHCAs within the Pensacola Bay watershed

include habitat for several species including the pine barrens tree frog, seal salamander, and the Florida black bear (NWFWMD Pensacola Bay System SWIM Plan, 2017).

The City of Mary Esther is neighbored to the west and south (Santa Rosa Island) by the Eglin Air Force Base Wildlife Management Area, which is managed by the FWC in cooperation with the U.S. Air Force. Eglin is one of six core areas that contains populations of the Florida Black Bear. The occupied range has been reduced to six core areas (Eglin, Apalachicola, Osceola, Ocala, St. Johns, and Big Cypress) and two remnant areas (Chassahowitzka and Glades/Highlands). While bears can be found in areas outside of these ranges, evidence suggests that these areas are important for bears because these areas provide habitat containing water, shelter, and mast-producing trees and shrubs.

Map E:6 depicts the wetlands from the U.S. Fish and Wildlife Service's National Wetland Inventory within the City of Mary Esther. An approximate total of sixty-eight-point-seven (68.7) acres of wetlands were identified; approximately sixty-six-point-two (66.2) acres are covered by Palustrine wetlands, and approximately two-point-five (2.5) acres are Estuarine wetlands. Palustrine Systems are nontidal wetlands dominated by trees, shrubs, persistent emergent, emergent mosses or lichens, and all such wetlands that occur in tidal areas where the salinity due to ocean-derived salts is below zero-point-five percent (0.5%). These areas include marshes, wet meadows, fens, playas, potholes, pocosins, bogs, swamps, and small shallow ponds. An Estuarine System includes tidal waters of coastal rivers and embayments, salty tidal marshes, mangrove swamps, and tidal flats. Coastal wetlands play an important role in the following:

- Flood Protection: Coastal wetlands protect upland areas, including valuable residential and commercial property, from flooding due to sea level rise and storms.
- Erosion Control: Coastal wetlands can prevent coastline erosion due to their ability to absorb the energy created by ocean currents which would otherwise degrade a shoreline and associated development.
- Wildlife Food & Habitat: Coastal wetlands provide habitat for many federally threatened and endangered species, including Whooping Crane, Louisiana Black Bear, and Florida Panther. Two of North America's migratory bird flyways pass over the Pacific and Atlantic coasts, where coastal wetlands provide temporary habitat to waterfowl and shorebirds.
- Commercial Fisheries: Over fifty percent (50%) of commercial fish and shellfish species in the Southeastern United States rely on coastal wetlands.
- Water Quality: Wetlands filter chemicals and sediment out of water before it is discharged into the ocean.

- Recreation: Recreational opportunities in coastal wetlands include canoeing and kayaking, wildlife viewing and photography, and recreational fishing and hunting.
- Carbon Sequestration: Certain coastal wetland ecosystems (such as salt marshes and mangroves) can sequester and store large amounts of carbon due to their rapid growth rates and slow decomposition.

Flood Hazards and FEMA Flood Zone Designations

Flood hazards can be caused by storm surge, river flooding, or heavy rainfall. Low-lying or poorly drained areas can also increase the risk of flood. Types of flooding include flash floods, urban flooding, river floods, and areal flooding. Flash flooding occurs when the ground becomes saturated with water that has fallen too quickly to be absorbed. Flash flooding can also occur due to dam or levee failure, though the City of Mary Esther does not currently have any dams or levees. Flooding can be magnified in urban areas where paved areas prevent absorption of rainfall—urbanization can increase water runoff as much as two to six times over what would occur on natural terrain.

Map E:7 shows the City's stormwater drainage system, and the FEMA Flood Zones Map and Storm Surge Zones Maps (**Map E:8** and **Map E:9**, respectively) show areas that may be at risk of flooding. The topographic contour lines on **Map E:8** are in five (5)-foot increments; areas where the contour lines are closer together are areas where the grade change is steeper and may be more at risk of flood related erosion. However, in general the relatively shallow gradient in the City of Mary Esther reduces the risk of erosion. Water collected in the center of the city by the natural storm water filter system drains into Santa Rosa Sound near Christobal Road. Except for the natural storm water filter system, an FDOT drainage area, and the storm drainpipes on U.S. Highway 98 at the far eastern and western edges of the city, the remainder of the stormwater drainage system appears to be outside of FEMA Flood Zones and Storm Surge areas.

Floodplains protect water quality by preventing erosion and sedimentation through storing floodwater and reducing runoff velocity. Natural floodplains also provide an ecological link between aquatic and upland ecosystems and habitat for many species. Decreased water storage capacity and increased flooding caused by development into floodplains can have far reaching impacts beyond the area of encroachment itself. Flood protection needs are closely related to stormwater management, as well as land use planning and land development regulation; ideally, stormwater management systems provide both flood protection and water quality treatment[4].

[4] Northwest Florida Water Management District, Pensacola Bay System SWIM Plan, 2017

The Federal Emergency Management Agency (FEMA) defines a Special Flood Hazard Area (SFHA) as an area that will be inundated by the flood event having a one-percent (1%) chance of being equaled or exceeded in any given year. The one-percent (1%) annual chance flood is also referred to as the base flood or one-hundred-year (100-year) flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1–A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1–A30, Zone AR/A, Zone V, Zone VE, and Zones V1–V30. Moderate flood hazard areas, labeled Zone B or Zone X, are the areas between the limits of the base flood and the zero-point-two-percent-annual-chance (0.2%) (or five-hundred-year (500-year)) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the zero-point-two-percent-annual-chance (0.2%) flood, are labeled Zone C or Zone X.[5]

Zone A includes the SFHA where no base flood elevation is provided. Zone AE includes the SFHA where base flood elevations are provided (used on new flood insurance rate maps (FIRMs) instead of A# Zones). Zone VE includes the SFHA subject to coastal high hazard flooding where base flood elevations are provided.

Several properties south of U.S. Highway 98 exist within Flood Zones AE and VE. **Table E:14** indicates the approximate number of acres within the City of Mary Esther in each FEMA Flood Zone, and **Map E:8** depicts the flood zones and parcel boundaries within the City of Mary Esther. Critical facilities are also depicted on **Map E:8**.

Table E:14 - Acreage in FEMA Flood Zones

FEMA Flood Zone	Approximate Acreage
A	0.64
AE	36.93
VE	7.29
Total	**44.86**

"Critical facilities" are structures from which essential services and functions for victim survival, continuation of public safety actions, and disaster recovery are performed or provided. Examples of critical facilities include drinking water facilities, environmental health facilities, health care facilities, petroleum storage tanks, schools, solid waste facilities, and facilities identified on the state facilities inventory. "Critical infrastructure" includes physical or virtual systems and assets that if destroyed or degraded, the security, economy, public health or safety of the community would be debilitated.[6] No critical facilities or infrastructure were found to be in areas designated as FEMA Flood Zones.

[5] Department of Homeland Security, 2017
[6] Florida Division of Emergency Management

Historical structures are not considered critical facilities, however historical resources are important facilities that contribute to a community's character and economic base. The Florida Division of Historical Resources defines historical cultural resources as archaeological sites, historical structures, historical cemeteries, historical bridges and historic districts over fifty (50) years old. There is currently a historic cemetery in the City - the Jesse Rogers Memorial Cemetery. According to the Florida Master Site File, the cemetery was constructed in 1880 and is owned by the City. The cemetery is not in a vulnerable FEMA flood zone.

Storm Surge Impact Areas & Coastal High Hazard Area

Map E:9 depicts locations of anticipated storm surge associated with hurricanes rated by Categories 1-5. The Coastal High Hazard Area (CHHA) is the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.[7] No critical facilities or historical sites were found to be in the CHHA; however, portions of U.S. Highway 98, an evacuation route, may be impacted by storm surge from a Category 5 hurricane.

The most significant surge recorded for Okaloosa County was associated with Hurricane Opal in 1995. The surge overtopped U.S. Highway 98 in the Mary Esther area, causing damage to the road system as well as other homes and structures.[8] Although Hurricane Opal registered as a Category 3 hurricane with maximum sustained winds of one hundred and fifteen (115) mph when it made landfall, prior to making landfall, Hurricane Opal underwent a period of rapid intensification into a Category 4 hurricane with maximum sustained winds of one hundred and fifty (150) mph (just below Category 5 intensity)[9].

Current Nuisance Flooding

"Nuisance flooding" is defined as shallow coastal flooding (also referred to as "sunny day flooding") that occurs during high tide events and leads to public inconveniences such as frequent road closures, overwhelmed storm drains, and compromised infrastructure. There have been no observations of nuisance flooding within the City of Mary Esther.

Strategies to Reduce Flood Risk

Communities can reduce flood risk in coastal areas which result from coastal dynamics through numerous adaptation strategies. The Florida Department of Commerce has categorized strategies into structural or physical, social, and institutional strategies.

[7] The 2017 Florida Statues, Section 163.3178(2)(f)6
[8] Okaloosa County Local Mitigation Strategy (2016)
[9] The National Weather Service (2016)

Strategies that are ecosystem-based or address the built environment are considered structural or physical strategies. Social strategies can have educational or informational components like knowledge sharing platforms or vulnerability mapping. Institutional strategies include those related to economics, law and regulations, or government policies or programs. Impacts from high-tide events, storm surge, flash floods, stormwater runoff, and related impacts of sea level rise can be reduced by implementing the following strategies[10]:

Accommodation: This strategy prepares and alters infrastructure to handle periodic flooding. Structures can specifically be designed to reduce the need for repairs after a flood event through techniques like elevation and stormwater retrofits. Development can also be designed to take advantage of advanced drainage systems and impervious areas that are natural defenses against flooding.

Avoidance: This strategy uses institutional regulations to direct new development away from vulnerable land. The Comprehensive Plan and Land Development Code can identify areas of land conservation and use techniques such as transfer of development rights.

Procedural: Procedural strategies can include educational or informational components to help communities acquire the data to appropriately plan for coastal flooding. Examples include vulnerability assessments and mapping. This information supports comprehensive plan language and policies addressing coastal flooding and sea level rise.

Protection: This strategy uses natural and engineering solutions to mitigate impact of coastal flooding. There are soft protection strategies such as living shorelines and hard protection strategies like seawalls.

Historic Preservation: Historical resources are important to a community's character and economic base. The Florida Division of Historical Resources defines historical cultural resources as archaeological sites, historical structures, historical cemeteries, historical bridges and historic districts over fifty (50) years old. Planning for the needs of historic resources in preparation for and in response of a natural disaster can help mitigate the negative impact of property loss and preserve the character of communities. Creating a historic resources inventory can assist with categorizing and tracking properties that may need special assistance during post-disaster redevelopment. An inventory helps identify historic structures that may otherwise be demolished in a post-disaster cleanup plan. A comprehensive inventory engages emergency management staff to include information needed for identification, damage assessment, and stabilization after a disaster. An inventory can be compiled from states resources such as the Florida Master Site File and

[10]Department of Economic Opportunity (Florida Commerce): Adaptation Planning – Planning for Coastal Flooding and Sea Level Rise

through the Florida State Historic Preservation Offices. The inventory should be updated on a regular basis as facilities become eligible as a historical cultural resource.

Site Development Techniques

Coastal communities are subject to extreme weather conditions such as storm surge, flooding, sea level rise, and high winds which can have detrimental impacts to developments and infrastructure in coastal high hazard areas. As a result, it is paramount that local governments employ a proactive approach to become a resilient and sustainable community. The City of Mary Esther currently has regulations in place in its Land Development Code (LDC) for coastal management such as prohibiting development in certain areas, limiting the impervious surface area, and requiring extensive setbacks. The development techniques and best practices in this section can strengthen community resilience.

Setbacks: Establishing setbacks for properties from the water's edge in coastal areas is a common land use tool to reduce losses from natural disasters and sea level rise. Setback limits should reflect any potential damage that a major storm can cause to the beach and its surrounding areas. Some localities impose tiered setbacks based on flood risks, erosion-rates, or elevation. Additionally, setbacks can allow adaptation to sea level rise by preserving open space for the inward migration of beaches and wetlands. Currently, the City of Mary Esther requires a minimum setback of 100 feet landward of the reach of the mean high tide. To supplement the existing regulations, allowing a reduced front setback at a specified rate may encourage development away from the shore. In return, the property owner may still maximize the development potential of the site while also reducing the potential impacts from coastal flooding.

Beach Nourishment and Dunes: Beaches are capable of reducing impacts from coastal storms by acting as a buffer along the shoreline and absorbing and dissipating the energy of breaking waves. A beach's size, width, slope, shape, and sand volume help determine how well the beach can protect a developed area during a storm. Dunes serve as more of a barrier between the water's edge and inland areas, enduring the impact of larger storm surges. Healthy dune systems can serve as a repository for sand to naturally replenish beaches that have experienced significant erosion from coastal storms. The natural protection provided by beaches and dunes requires much more space than seawalls or other shoreline hardening strategies and may be relatively minimal in heavily developed areas with narrow beaches. The wider a beach or dune system is, and the more space between the sea and any developed areas, the more effective and efficient the system will be at reducing the impacts of coastal hazards. Beach nourishment is a soft engineering approach to coastal protection which involves the artificial addition of sediment of suitable quality to a beach area that has a sediment deficit. At this time, Mary Esther's coast is substantially developed and contains

narrow beaches. However, as a long-term strategy as sea level continues to rise and weather conditions intensify, beach nourishment along with acquiring the necessary properties will reduce losses to property owners and the City, while also providing the benefit of providing additional beach access and preserving the natural environment.

Property Acquisition: Properties along the City of Mary Esther's coastline are significantly developed; however, the remaining vacant parcels that are vulnerable to coastal flooding could be acquired by the City. Property buyouts are a means by which communities can remove development from areas vulnerable to flooding by purchasing properties from willing owners. Property buyouts are especially useful after natural disasters to minimize or eliminate future losses to vulnerable properties and property owners that experience repetitive losses. Criteria to identify and prioritize properties for land acquisition may include undeveloped properties, properties subject to repetitive flood losses, environmentally sensitive properties, properties adjacent to the coastline, and properties adjacent to publicly owned land. Voluntary buyout programs following major flooding events can be funded with assistance from FEMA, which can then be coupled with additional state and local funds. This assistance can reduce the costs of buyouts for communities. Additionally, these properties can be utilized as a waterfront park or comparable use, which will reduce the impacts of flooding by creating a space that can capture and store floodwaters during flood events with minimal damage to the park infrastructure. Alternatively, the land could be deed restricted to prevent future development.

Elevated Structures: Many coastal communities require structures to be constructed well above the base flood elevation (BFE). The BFE is the computed elevation to which flood waters are anticipated to rise during the base flood event. Additionally, the relationship between the BFE and a structure's elevation determines the flood insurance premium. The City of Mary Esther mandates that new developments in the CHHA must be constructed at least one (1) foot above the level of the BFE or the development must be flood proofed. Key West requires structures to be elevated 1.5 feet above the BFE, while Leon County requires structures to be three (3) feet above the base flood level. The BFE in Mary Esther ranges from nine (9) to eleven (11) feet. Based upon the mean high water level and future conditions, increasing the required elevation of structures would reduce impacts to structures from natural disasters.

Other Methods: There are a variety of other methods of preparing for extreme events to increase coastal resilience including developing plans for evacuation, emergency response and recovery, and adapting infrastructure systems to the impacts of climate change. Collectively, these strategies can be part of a multi-layered approach to reduce risks and damages from natural disasters.

COASTAL FLOOD SCENARIO MAPS

This section identifies coastal areas within the City of Mary Esther that are vulnerable to future flooding and the related impacts of sea level rise (SLR).

A coastal flood scenario was devised to determine the potential impacts that sea level rise may have to people, property and infrastructure. The University of Florida GeoPlan Sea Level Rise Scenario Planning Tool was used to simulate impact in 2060 and 2080. The NOAA Intermediate Low and High projection curves were used for both years to show a conservative and high impact. On each map, land that is predicted to be inundated is illustrated by a darker blue overlay, and the depth in inches is shown on the scale in the legend. The extent of flooding from relative sea level rise (RSLR) is based on the respective projection curve, and the amount of RSLR is then added to the mean higher high water to determine the sea level rise depth inches on land. Mean higher high water (MHHW) is the average of the higher high water height of each tidal day observed over the National Tidal Datum Epoch. **Table E:15** shows the estimated relative sea level rise in 2060 and 2080 in Okaloosa County based per projection curve.

Table E:15 - Estimated Sea Level Rise

Year & Projection Curve	Relative Sea Level Rise (Feet)
2060 NOAA Intermediate Low	1.0
2060 NOAA High	2.9
2080 NOAA Intermediate Low	1.4
2080 NOAA High	4.7

Scenario Maps

City of Mary Esther: 2060 NOAA Intermediate Low

Map E:10 depicts a highest depth of twenty-two (22) inches (one-point-eight (1.8) feet) of sea level rise above land in 2060. Land with permanent flooding is located on the west side of the inlet near Windy Lane and Christobal Road. There is minimal projected inundation elsewhere in the city.

City of Mary Esther: 2060 NOAA Intermediate Low (Christobal Rd S)

Map E:11 focuses on the inlet near S. Christobal Rd which experiences the highest amount of rise utilizing the NOAA Intermediate Low projection curve in the year 2060. Most of the flooding occurs in a FEMA AE flood zone and is also identified as wetlands.

City of Mary Esther: 2060 NOAA High

Map E:12 illustrates the projected sea level rise and depth utilizing the NOAA High projection curve in the year 2060. Highest permanent flooding is projected to reach forty-four (44) inches (three-point-six (3.6) feet) in some areas. In this sea level rise scenario, there is impact to the inlet near North Christobal Road and surrounding the public boat ramp at the terminus of Misty Water Lane.

City of Mary Esther: 2060 NOAA High (Pier & Boat Ramp, Misty Water Lane)

Map E:13 focuses on the permanent inundation of areas surrounding the public boat ramp near the terminus of Misty Water Lane. Inundation occurs intermittently for approximately zero-point-two-five (0.25) miles along the coastline, east and west of the boat ramp. No roads appear to be impacted.

City of Mary Esther: 2080 NOAA Intermediate Low

Map E:14 illustrates the projected sea level rise and depth utilizing the NOAA Intermediate Low projection curve in the year 2080. It is estimated that the sea level rise will reach twenty-six (26) inches (two-point-one-seven (2.17) feet). In this scenario, many of the properties along the coast will not be significantly impacted by flooding; however, as shown on the map, low-lying areas and areas containing wetlands have a greater probability of experiencing flooding at higher levels.

City of Mary Esther: 2080 NOAA Intermediate Low (Christobal Rd S)

As shown in **Map E:15**, the wetlands bordered by Windy Lane and Christobal Road are projected to be impacted by flooding, with up to about twenty-six (26) inches (two-point-one-seven (2.17) feet) of sea level rise.

City of Mary Esther: 2080 NOAA High

Map E:16 illustrates the projected sea level rise and depth utilizing the NOAA High projection curve for the year 2080. This projection illustrates the worst-case scenario with the anticipation of a Category five (5) hurricane. Sea level rise is estimated to reach sixty-six (66) inches (five-point-five (5.5) feet), and as a result will cause flooding further inland. Scattered areas along the coast will be impacted, including a portion of Misty Water Lane.

City of Mary Esther: 2080 NOAA High (Christobal Rd S & Misty Water Lane)

Map E:17 shows the area around South Christobal Road and the boat ramp on Misty Water Lane. The area surrounding the boat ramp is located in Flood Zone VE, which are areas lower than the base flood elevation and are identified as a high risk coastal area; consequently, impacts are concentrated in this section along the coast. Additionally, areas containing wetlands will also be subject to flooding.

COASTAL INVENTORY MAP

Map E:18 depicts the coastal area and vulnerability area within the City of Mary Esther including the Coastal High Hazard Area (category 1 storm surge), beach access points (public water access), land uses, environmentally sensitive areas, historic preservation areas, and anticipated storm surge areas. There are no observed locations of current nuisance flooding.

There is one public water access illustrated by a boat ramp symbol that may risk damage from storm surge. Category 1-5 hurricane storm surge is depicted by colored outlines defined in the legend. At the farthest eastern and western sections of the City, the Category 5 storm surge line extends north of U.S. Highway 98, an emergency evacuation route. Two schools, one historic cemetery, and several parks are depicted on the map, all of which are outside of predicted storm surge areas. Refer to **Map E:9** for additional critical facilities including fire stations, law enforcement, public water supply, and hazardous materials facilities; all are shown to be outside of the predicted storm surge areas.

OPPORTUNITIES AND NEEDS

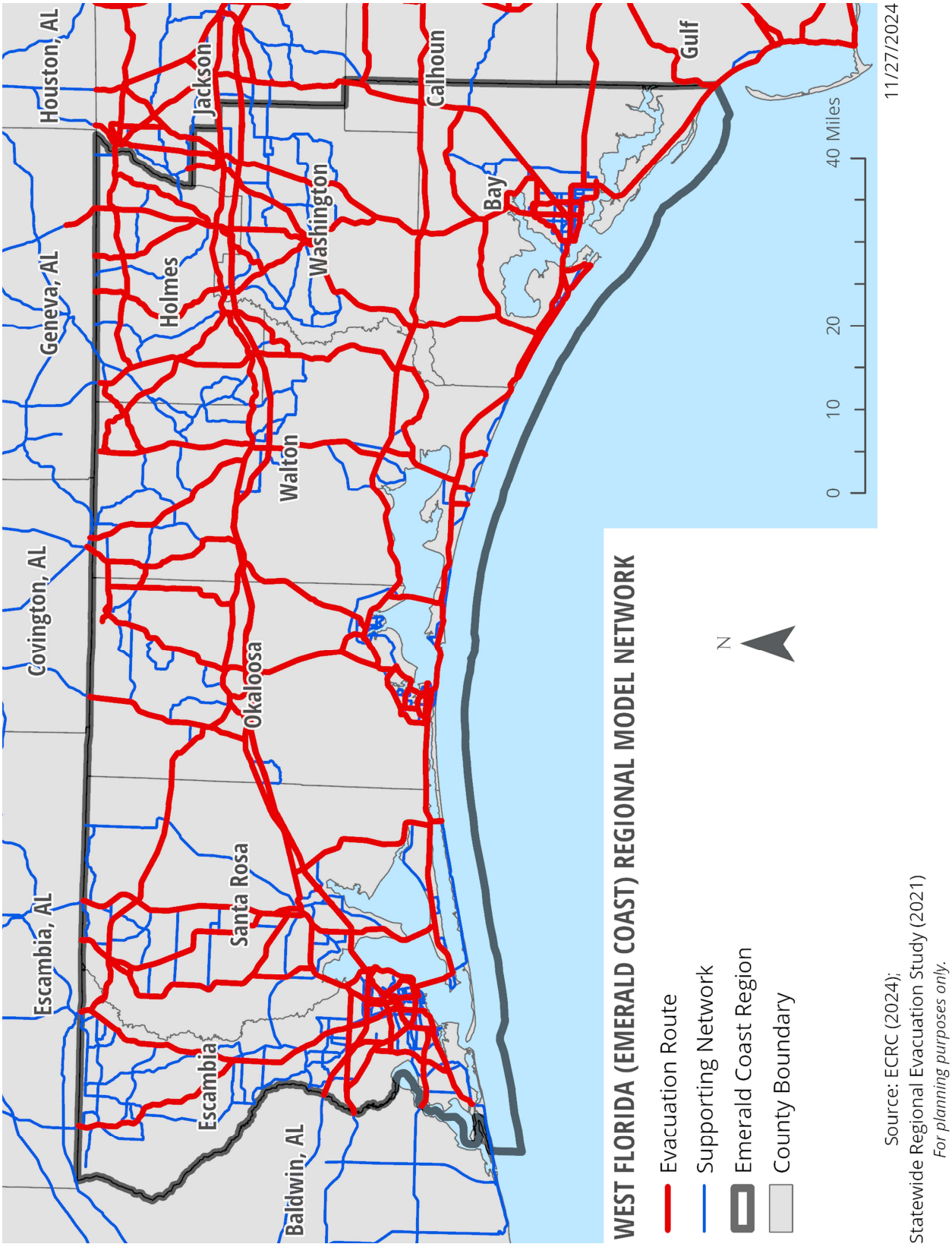
Table E:16 - Hazard Risks for Okaloosa County

Hazard	Ranking
Flood	Medium-High (One occurrence every 3 years)
Dam Failure	Medium-High (One occurrence every 3 years)
Tropical Cyclone	Medium-High (One occurrence every 3 years)
Tornado	High (One or more occurrence each year)
Severe Thunderstorm	High (One or more occurrence each year)
Wildfire	High (One or more occurrence each year)
Drought	High (One or more occurrence each year)
Extreme Heat	Medium-High (One occurrence every 3 years)
Winter Storm	Low (one occurrence every 10 years)
Freeze	No Data
Erosion	No Data
Sinkhole	No Data
Earthquake	No Data
Algae Bloom	No Data
Tsunami	No Data
Domestic Security	No Data
Cyber	No Data
Mass Migration	No Data
Transportation	No Data
Hazardous Materials	No Data
Space Weather	No Data
Radiological	No Data
Agricultural Disruption	No Data
Human Health	No Data
Civil Disturbance	No Data
	Data Source: 2023 Florida State Hazard Management Plan Date Prepared: 11/2024

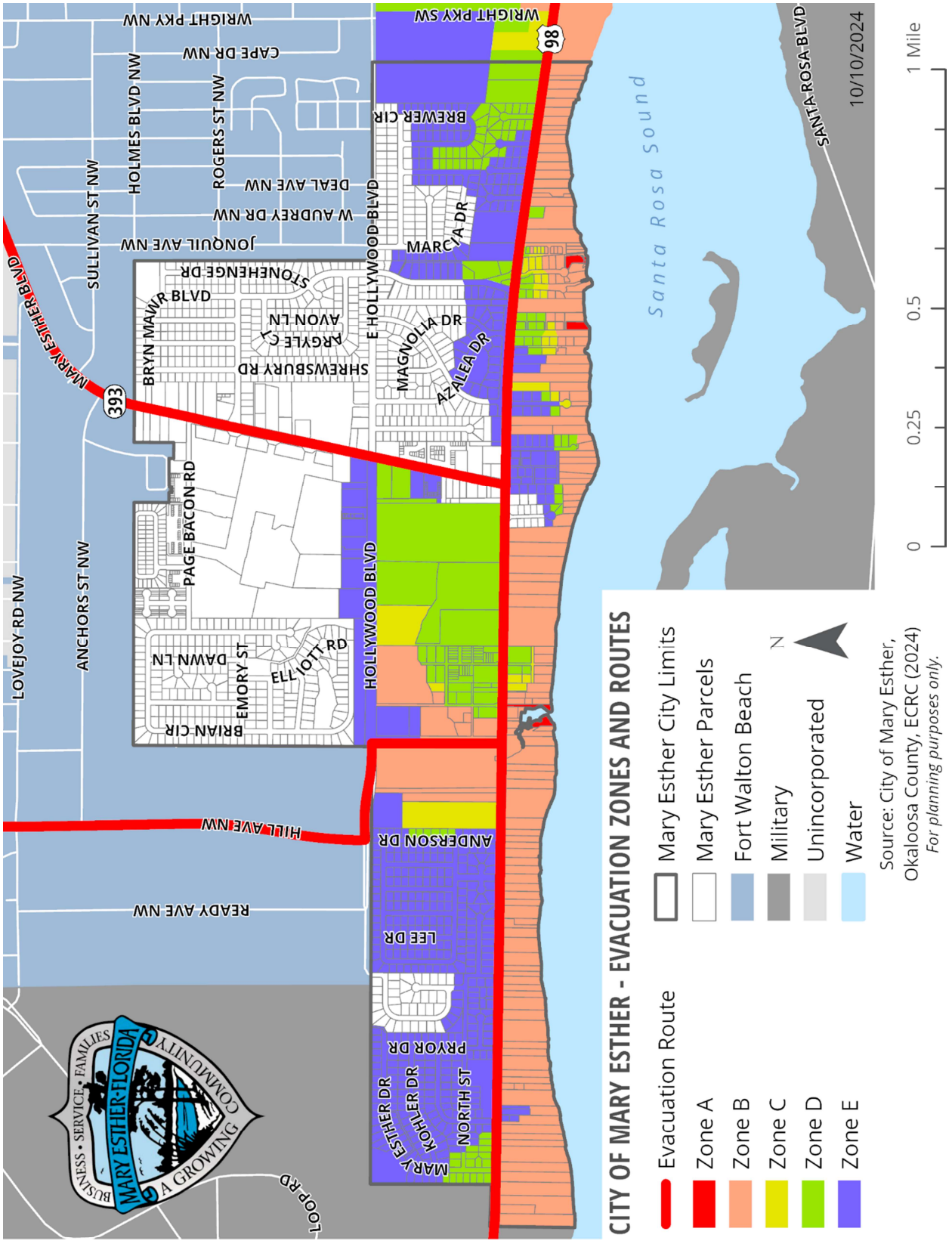
Based on hazard risk data from the 2023 Florida State Hazard Management Plan (Table E:16), Okaloosa County regularly experiences several significant natural hazards. Tornadoes, severe thunderstorms, wildfires, and droughts pose the highest risks, each occurring at least once per year. These frequent events necessitate continuous preparedness and response measures to mitigate impacts on community safety, infrastructure, and the natural environment.

In addition to these annual hazards, flooding, dam failure, tropical cyclones, and extreme heat events present medium-high risks, typically occurring once every three (3) years. Flooding, in particular, represents a notable concern due to its potential widespread impacts on transportation, property, and public safety. Given these recurring risks, proactive planning and infrastructure investments are critical for enhancing resilience and minimizing vulnerabilities within the County.

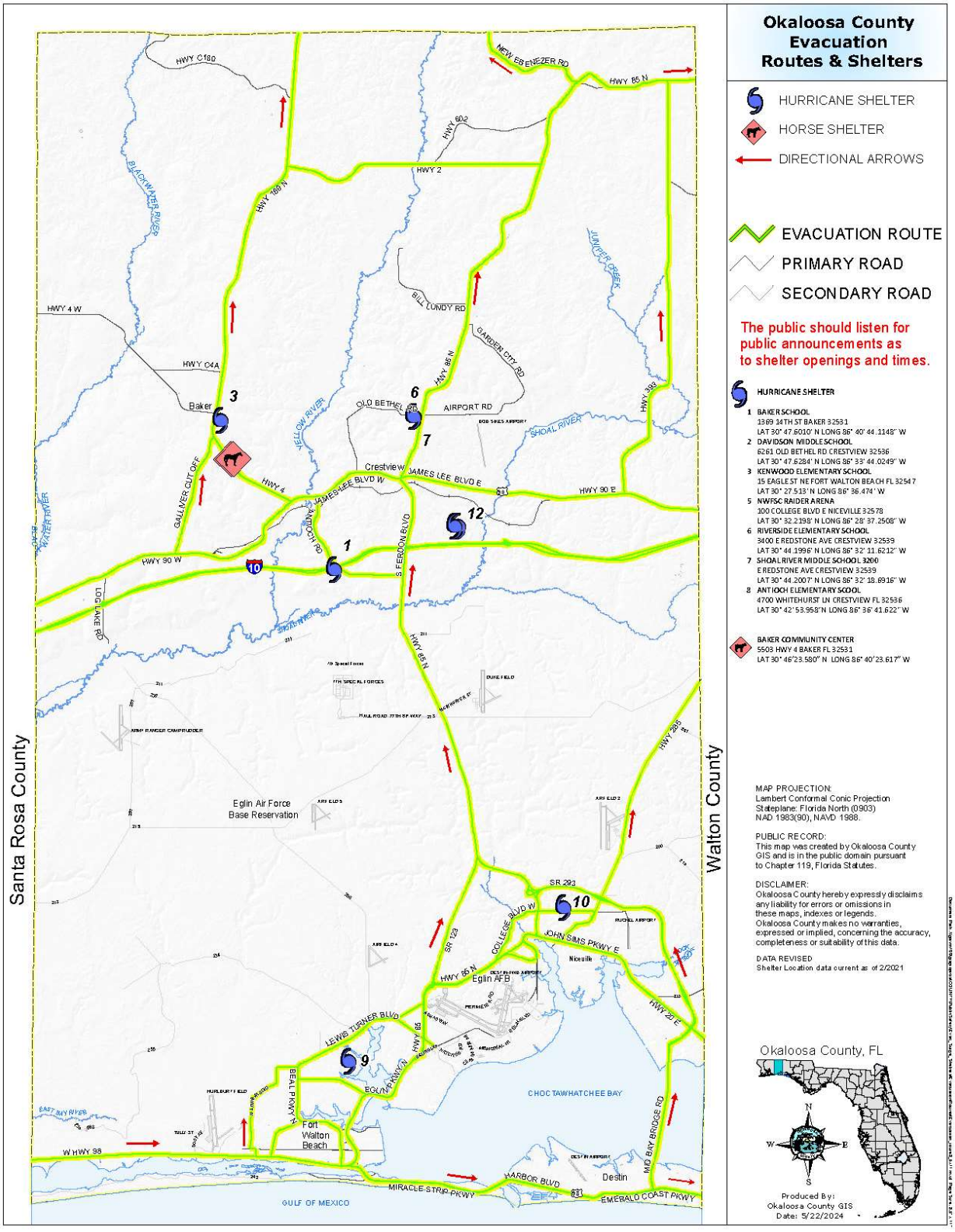
Map E:1: West Florida Regional Model Network



Map E:2: Evacuation Zones



Map E:3: Okaloosa County Evacuation Routes & Shelters


Okaloosa County Evacuation Routes & Shelters
HURRICANE SHELTER
HORSE SHELTER
DIRECTIONAL ARROWS
EVACUATION ROUTE
PRIMARY ROAD
SECONDARY ROAD
The public should listen for public announcements as to shelter openings and times.
HURRICANE SHELTER
1 BAKER SCHOOL
1389 14TH ST BAKER 32531
LAT 30° 47.6010' N LONG 86° 40' 44.1148" W
2 DAVIDSON MIDDLE SCHOOL
6261 OLD BETHEL RD CRESTVIEW 32536
LAT 30° 47.6284' N LONG 86° 33' 44.0249" W
3 KENWOOD ELEMENTARY SCHOOL
15 EAGLE ST NE FORT WALTON BEACH FL 32547
LAT 30° 27.513' N LONG 86° 36.474' W
5 NWFSC RAIDER ARENA
100 COLLEGE BLVD E NICEVILLE 32578
LAT 30° 32.2198' N LONG 86° 28' 37.2508" W
6 RIVERSIDE ELEMENTARY SCHOOL
3400 E REDSTONE AVE CRESTVIEW 32539
LAT 30° 44.1996' N LONG 86° 32' 11.6212" W
7 SHOAL RIVER MIDDLE SCHOOL 3200
E REDSTONE AVE CRESTVIEW 32539
LAT 30° 44.2007' N LONG 86° 32' 18.6916" W
8 ANTIOCH ELEMENTARY SCOOL
4700 WHITEHURST LN CRESTVIEW FL 32536
LAT 30° 42' 53.958"N LONG 86° 36' 41.622" W
BAKER COMMUNITY CENTER
5503 HWY 4 BAKER FL 32531
LAT 30° 46'23.580" N LONG 86° 40'23.617" W
MAP PROJECTION:
Lambert Conformal Conic Projection
Stateplane: Florida North (0903)
NAD 1983(90), NAVD 1988.
PUBLIC RECORD:
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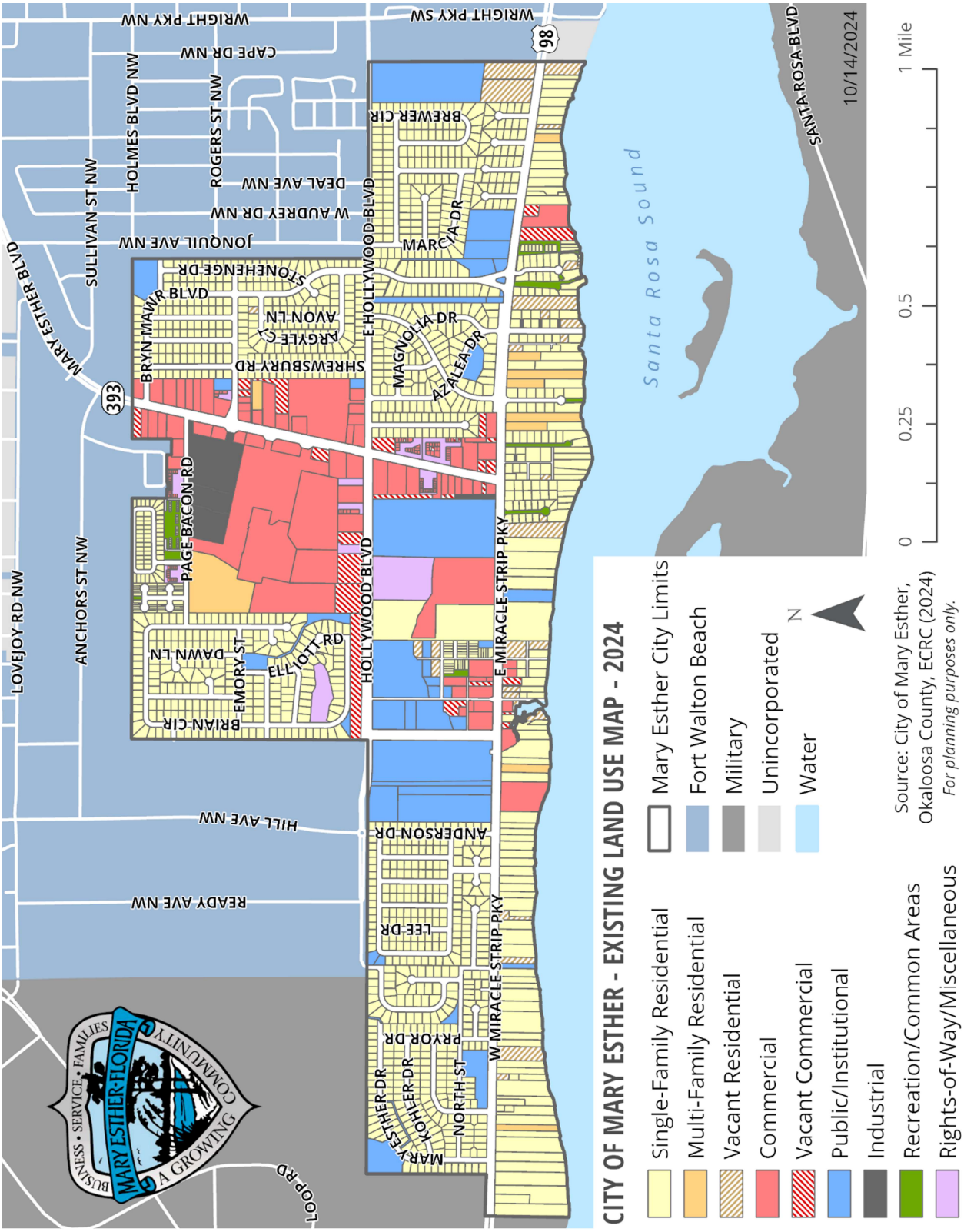
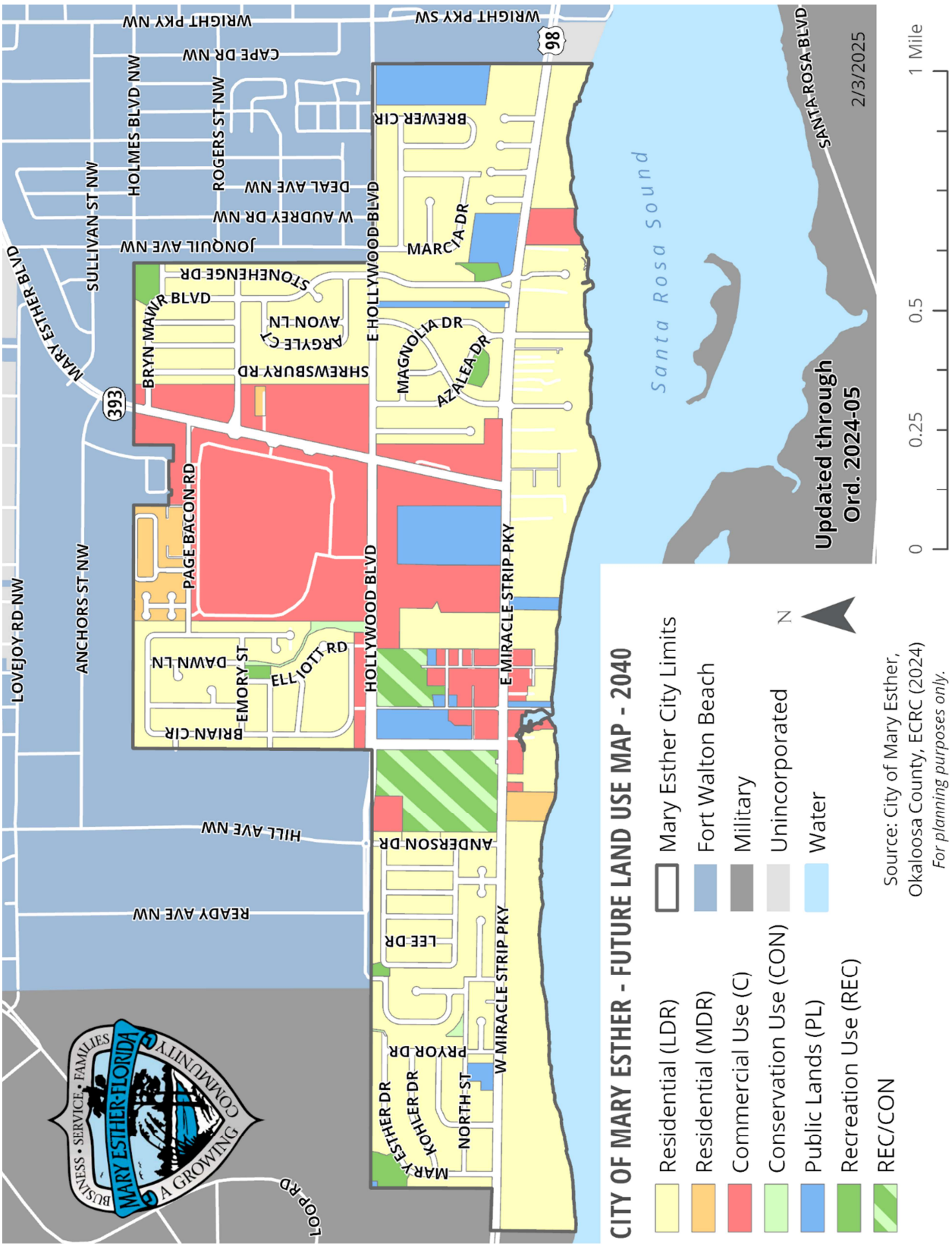
DATA REVISED
Shelter Location data current as of 2/2021
Okaloosa County, FL
Produced By:
Okaloosa County GIS
Date: 5/22/2024
Santa Rosa County
Walton County
Eglin Air Force Base Reservation
Eglin AFB
Fort Walton Beach
Destin
Crestview
Baker
CHOCTAWHATCHEE BAY
GULF OF MEQUICO
HWY C180
HWY 85 N
HWY 4 W
HWY C4A
HWY 4
HWY 90 W
HWY 90 E
JAMES LEE BLVD E
JAMES LEE BLVD W
OLD BETHEL RD
AIRPORT RD
BILL LUNDY RD
GARDEN CITY RD
HWY 85 N
HWY 2
HWY 189 N
HWY 60-2
HWY 393
NEW EBENEZER RD
BLACKWATER RIVER
YELLOW RIVER
SHOAL RIVER
JUNIPER CREEK
GAULNER CUT OFF
LOG LAKE RD
ANTIOCH RD
S FERDON BLVD
SR 123
SR 293
COLLEGE BLVD W
JOHN SIMS PKWY E
LEWIS TURNER BLVD
EGLIN PARKWAY
BEAL PKWY N
EAST BAY RIVER
W HWY 98
MIRACLE STRIP PKWY
HARBOR BLVD
EMERALD COAST PKWY
MID BAY BRIDGE RD
HWY 331
HWY 85 N
HWY 85 N
HWY 85 N

Map E:4: Existing Land Use & Undeveloped Areas

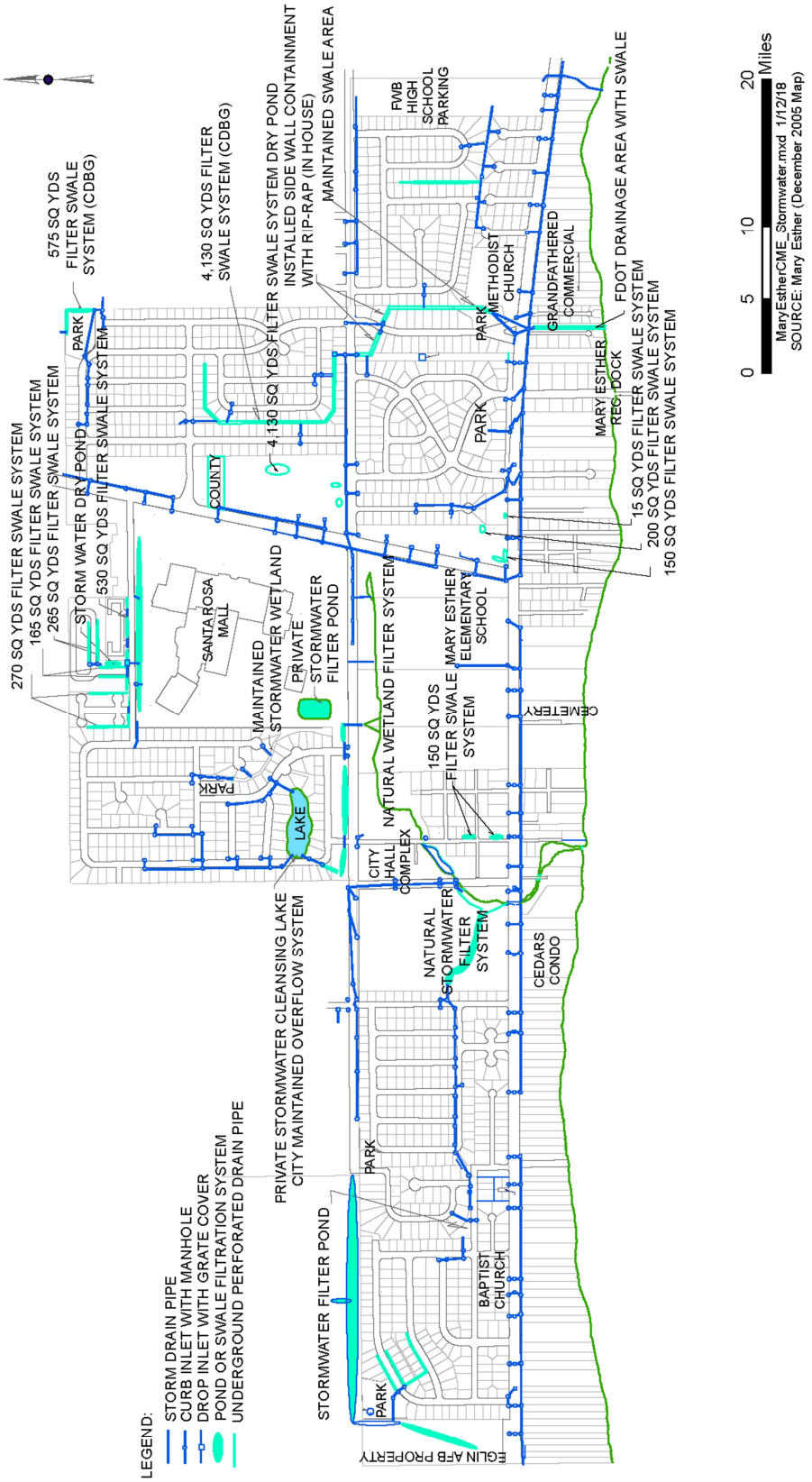


Map E:5: Future Land Use



Map E:6: Environmentally Sensitive Areas (Wetlands)

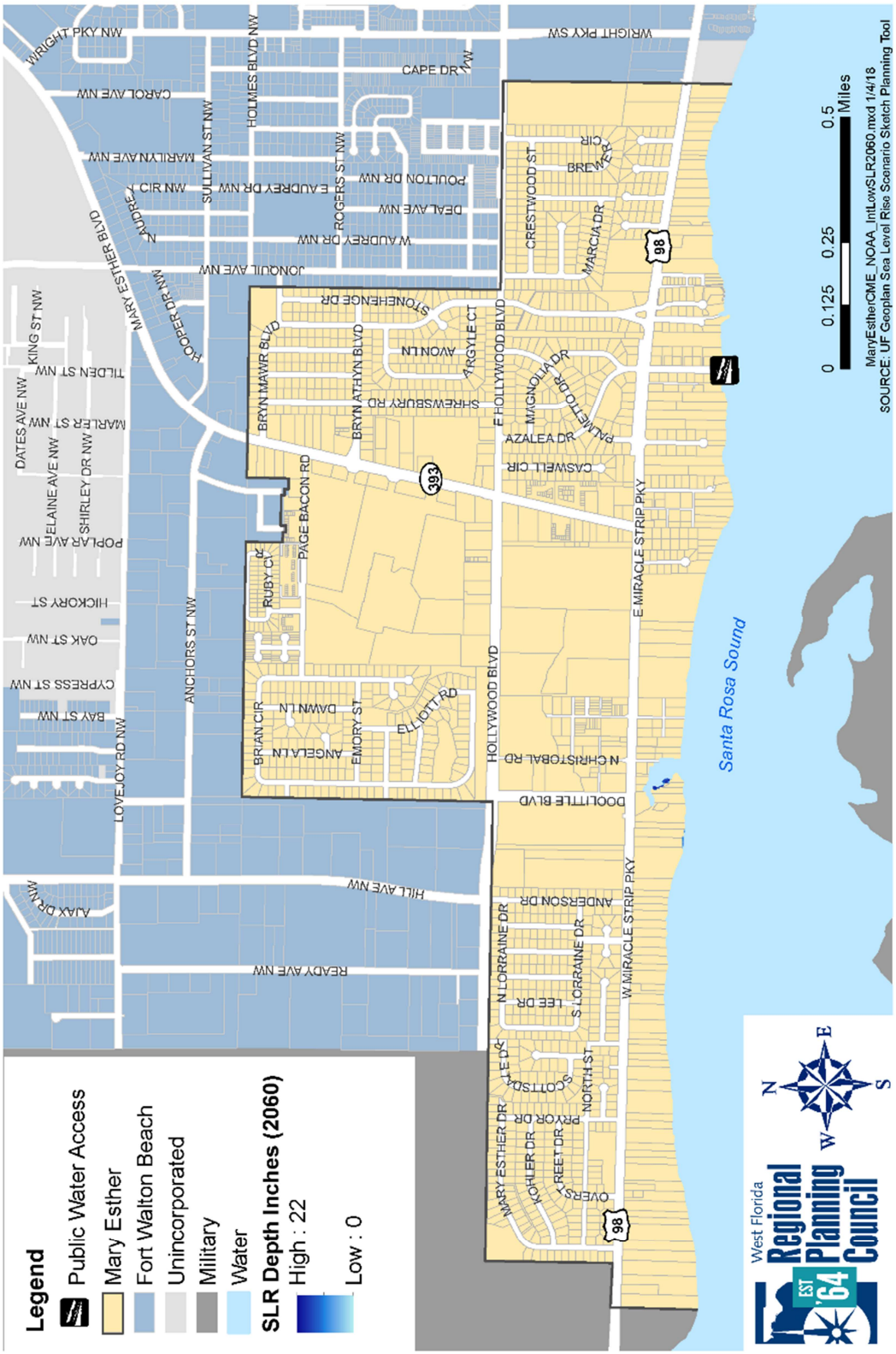
Map E:7: Stormwater Infrastructure



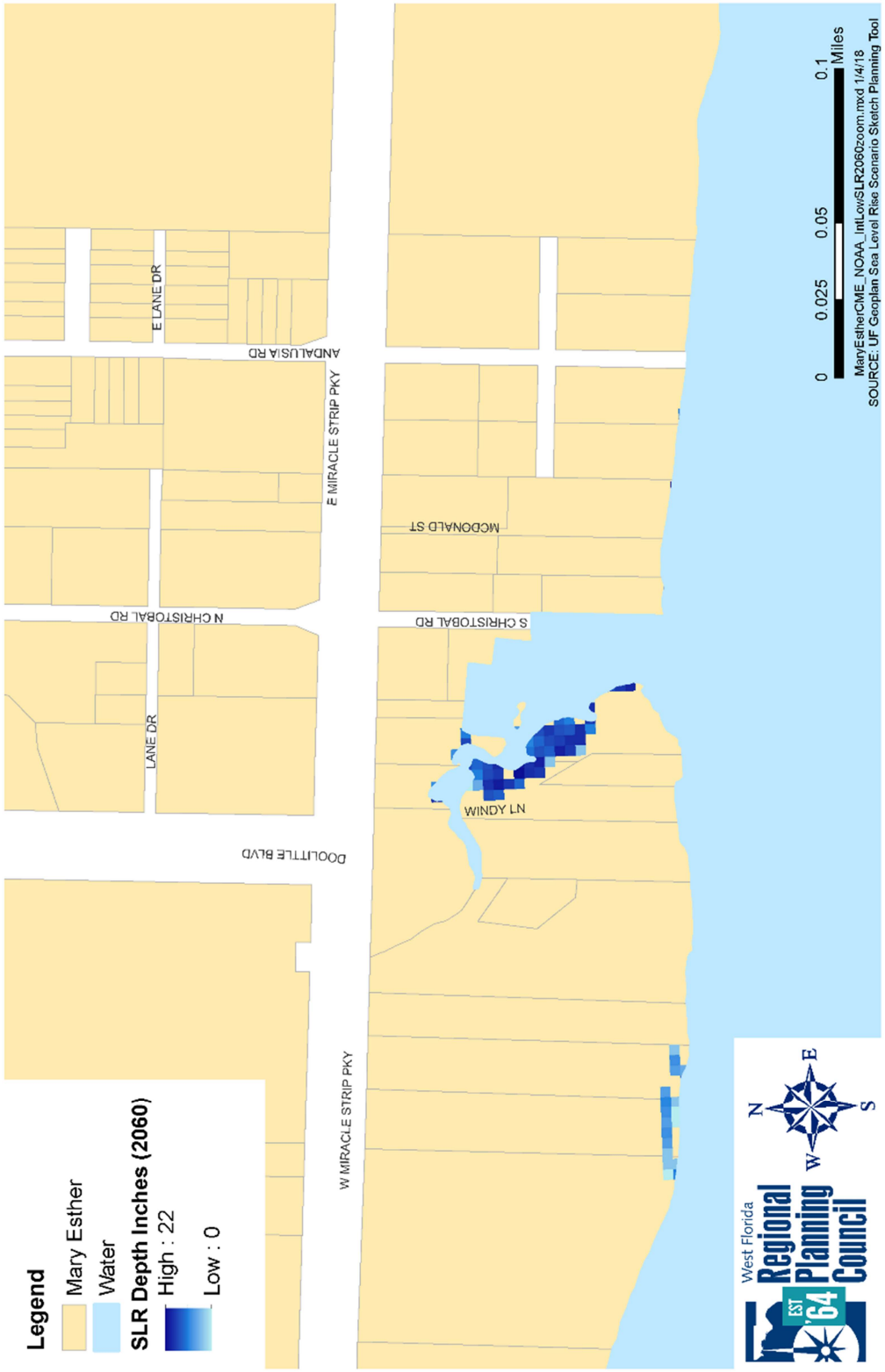
Map E:8: FEMA Flood Zones

Map E:9: Storm Surge Zones and Coastal High Hazard Area (CHHA)

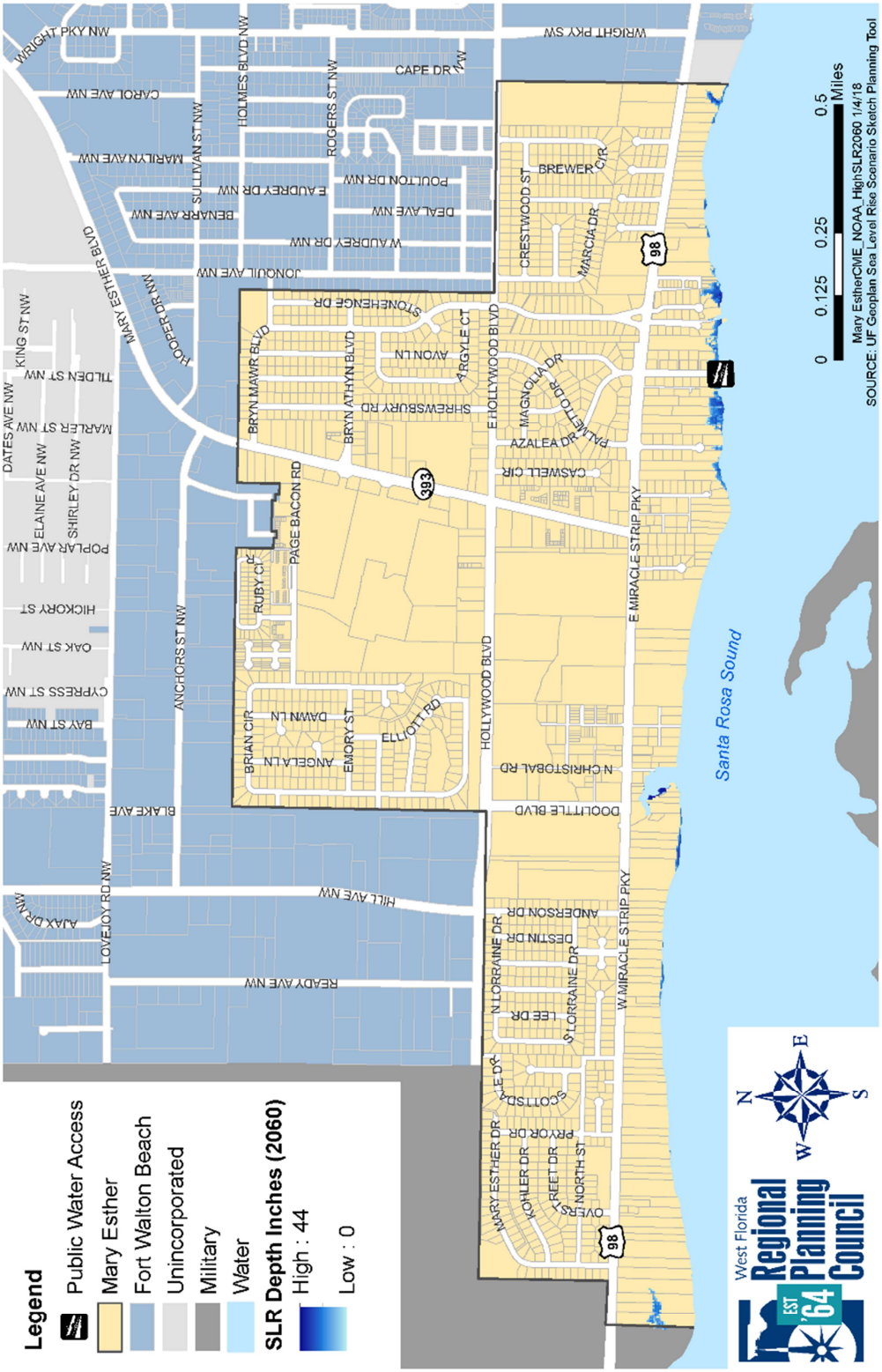
Map E:10: 2060 Sea Level Rise (NOAA Intermediate Low) (Mary Esther)



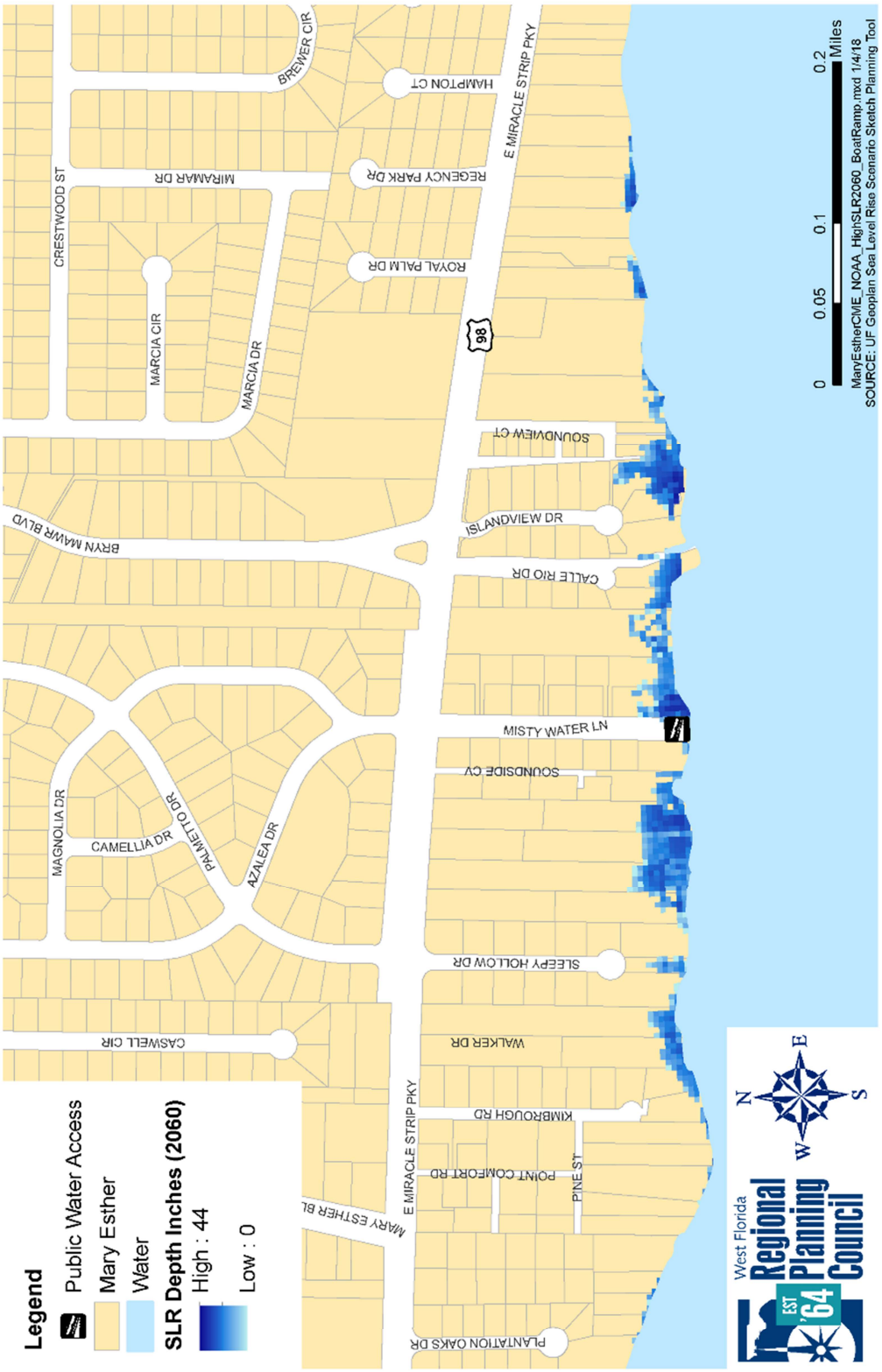
Map E:11: 2060 Sea Level Rise (NOAA Intermediate Low) (Christobal Rd)



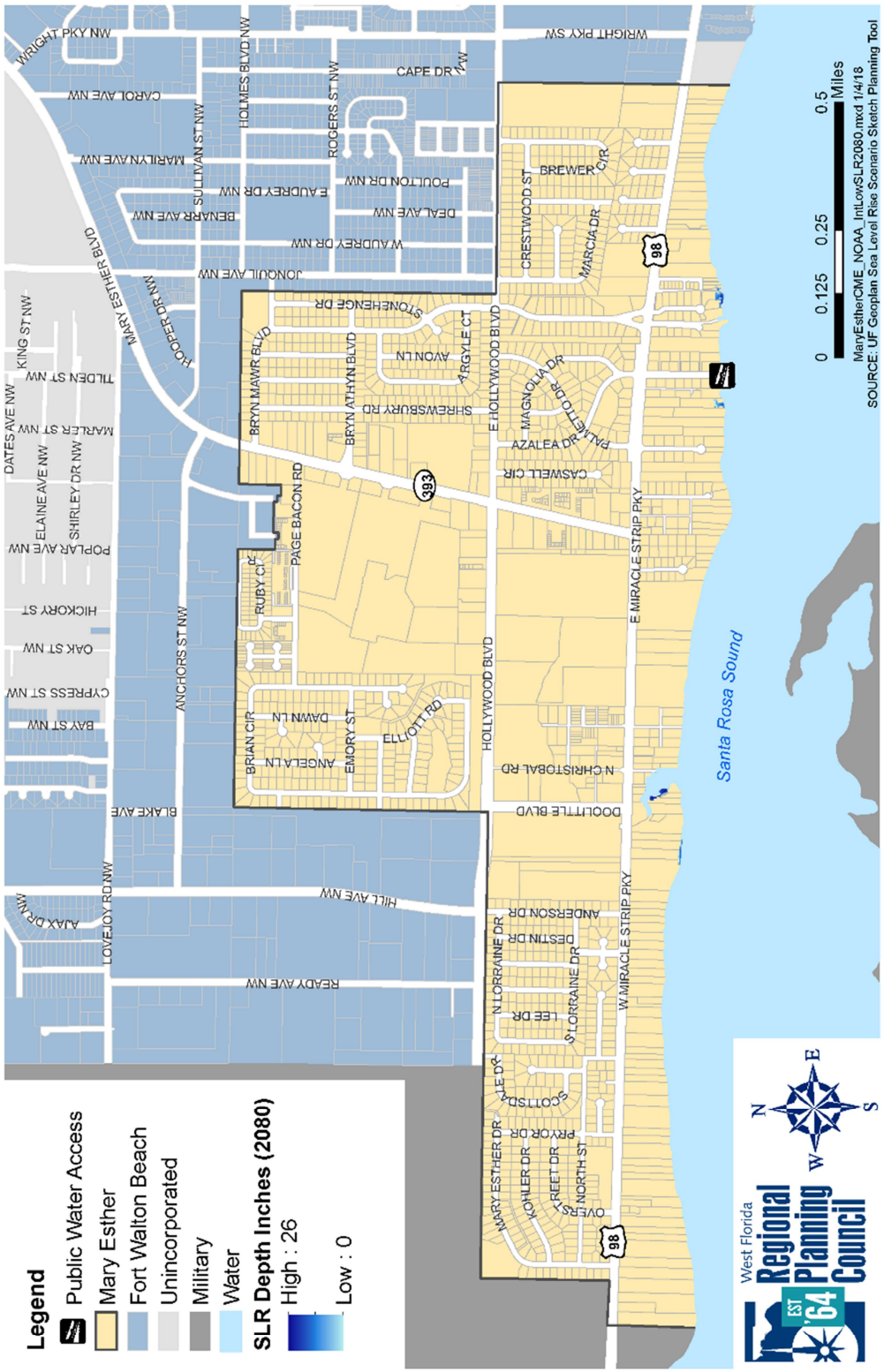
Map E:12: 2060 Sea Level Rise (NOAA High) (Mary Esther)



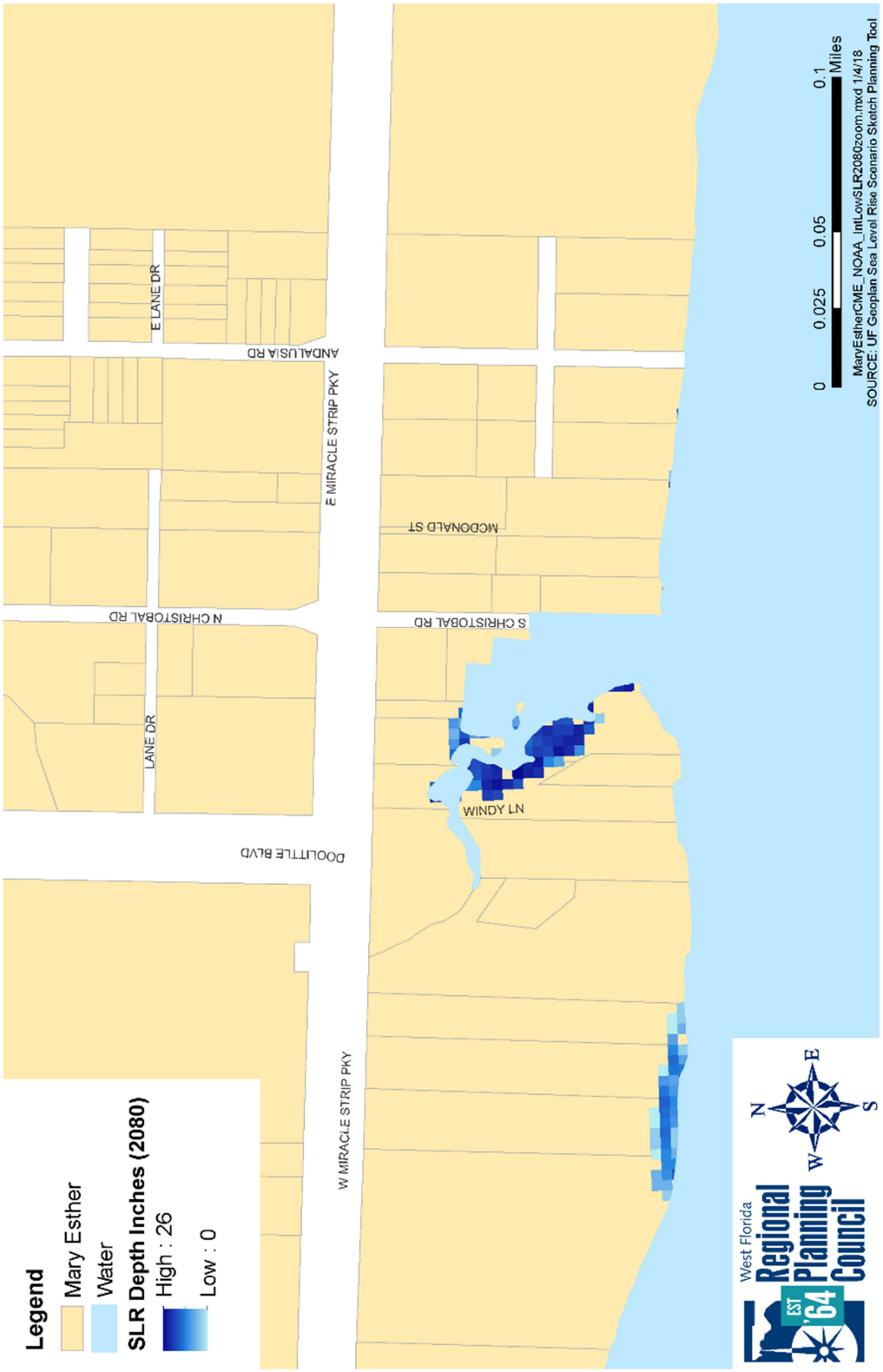
Map E:13: 2060 Sea Level Rise (NOAA High) (Misty Water Ln)



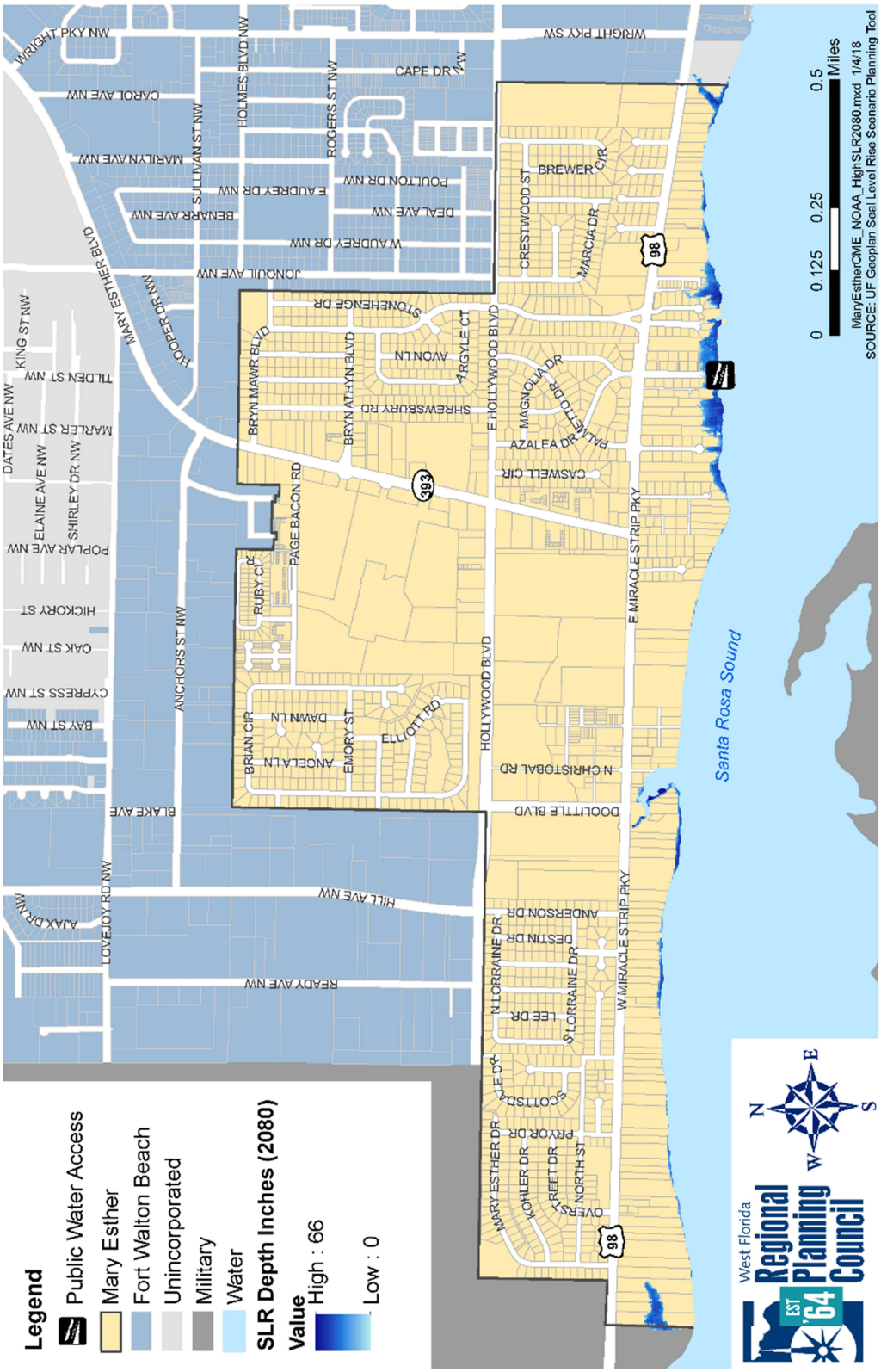
Map E:14: 2080 Sea Level Rise (NOAA Intermediate Low) (Mary Esther)



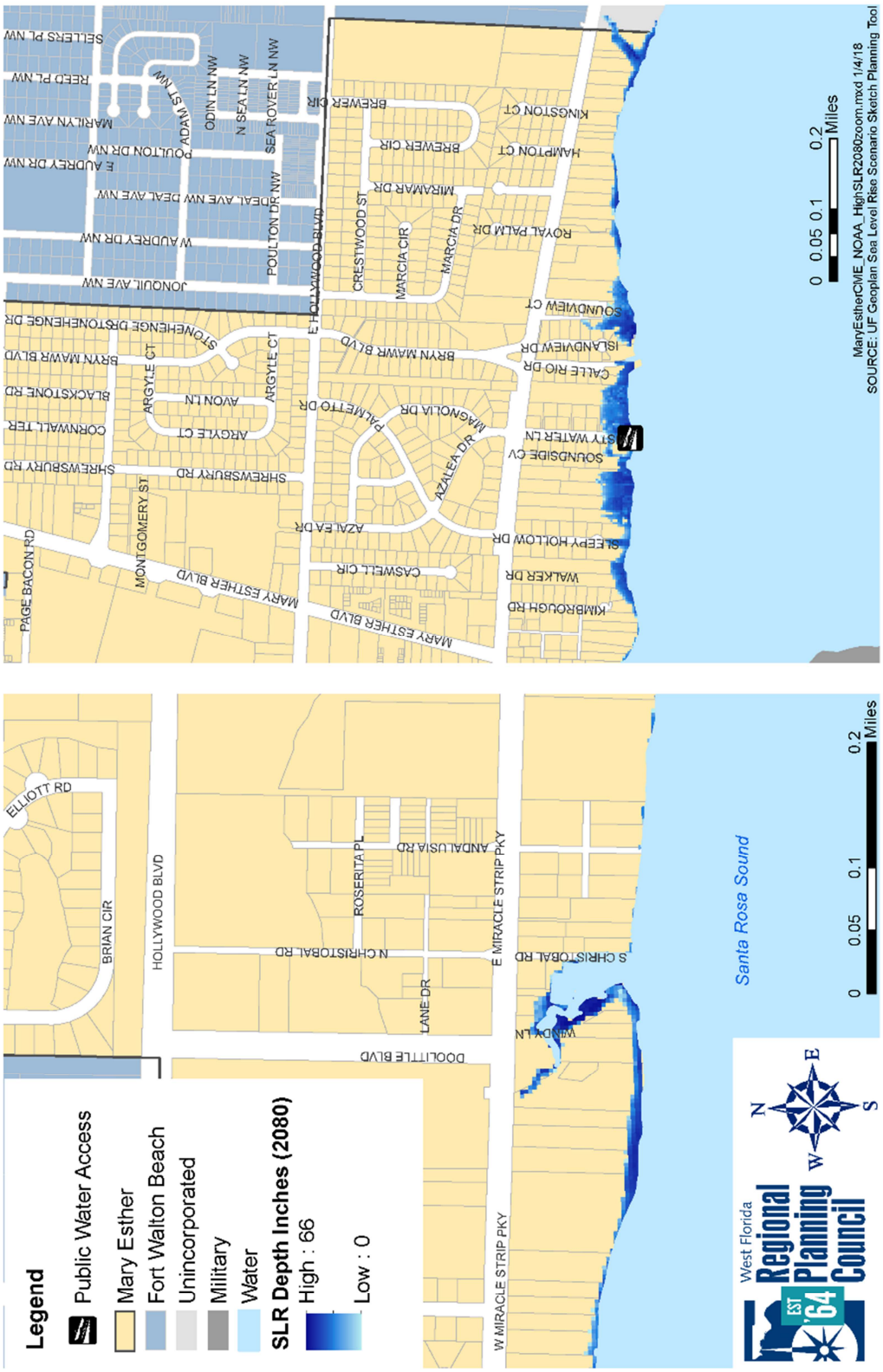
Map E:15: Sea Level Rise (NOAA Intermediate Low) (Christobal Rd)



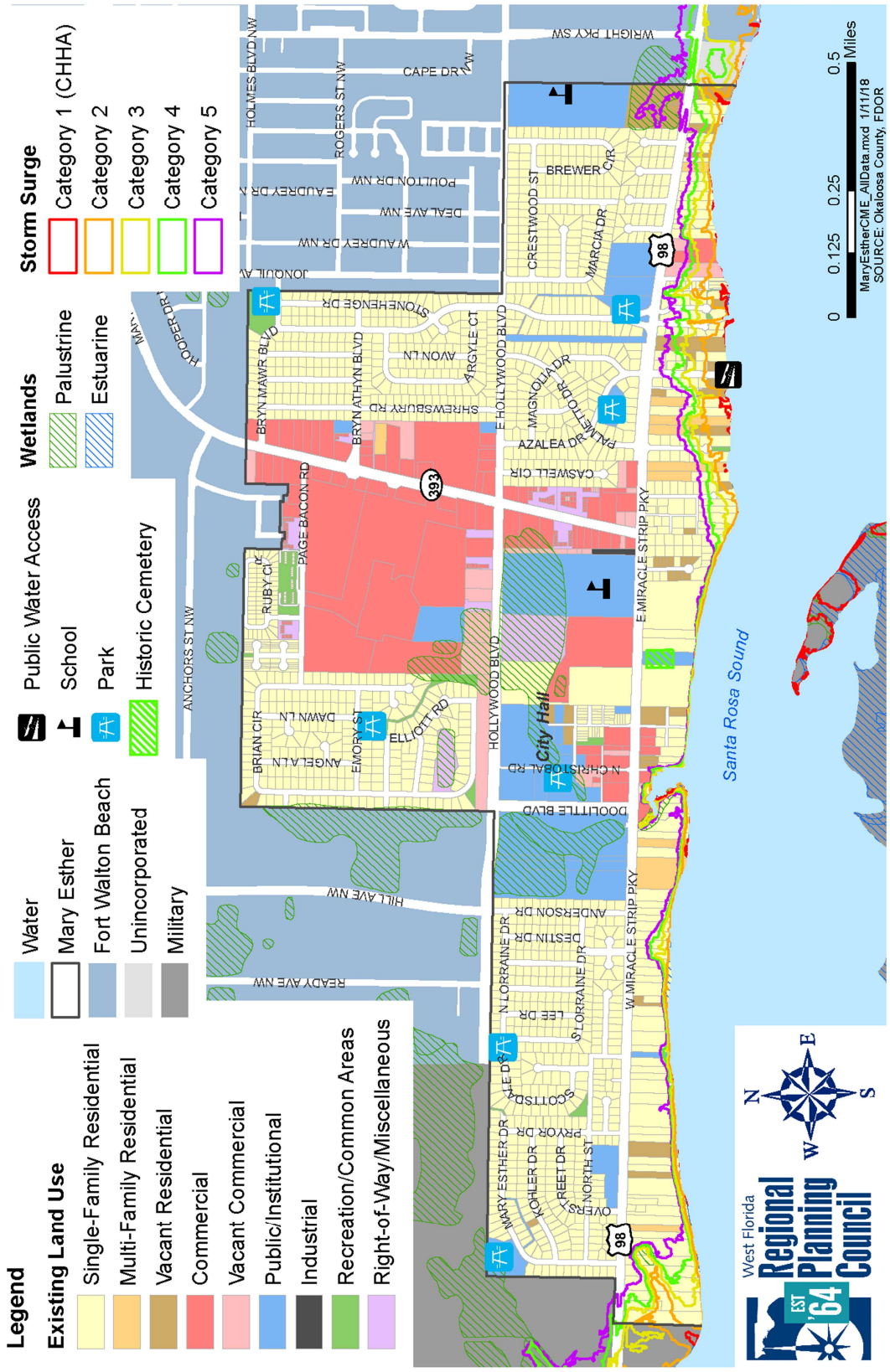
Map E:16: 2080 Sea Level Rise (NOAA High) (Mary Esther)



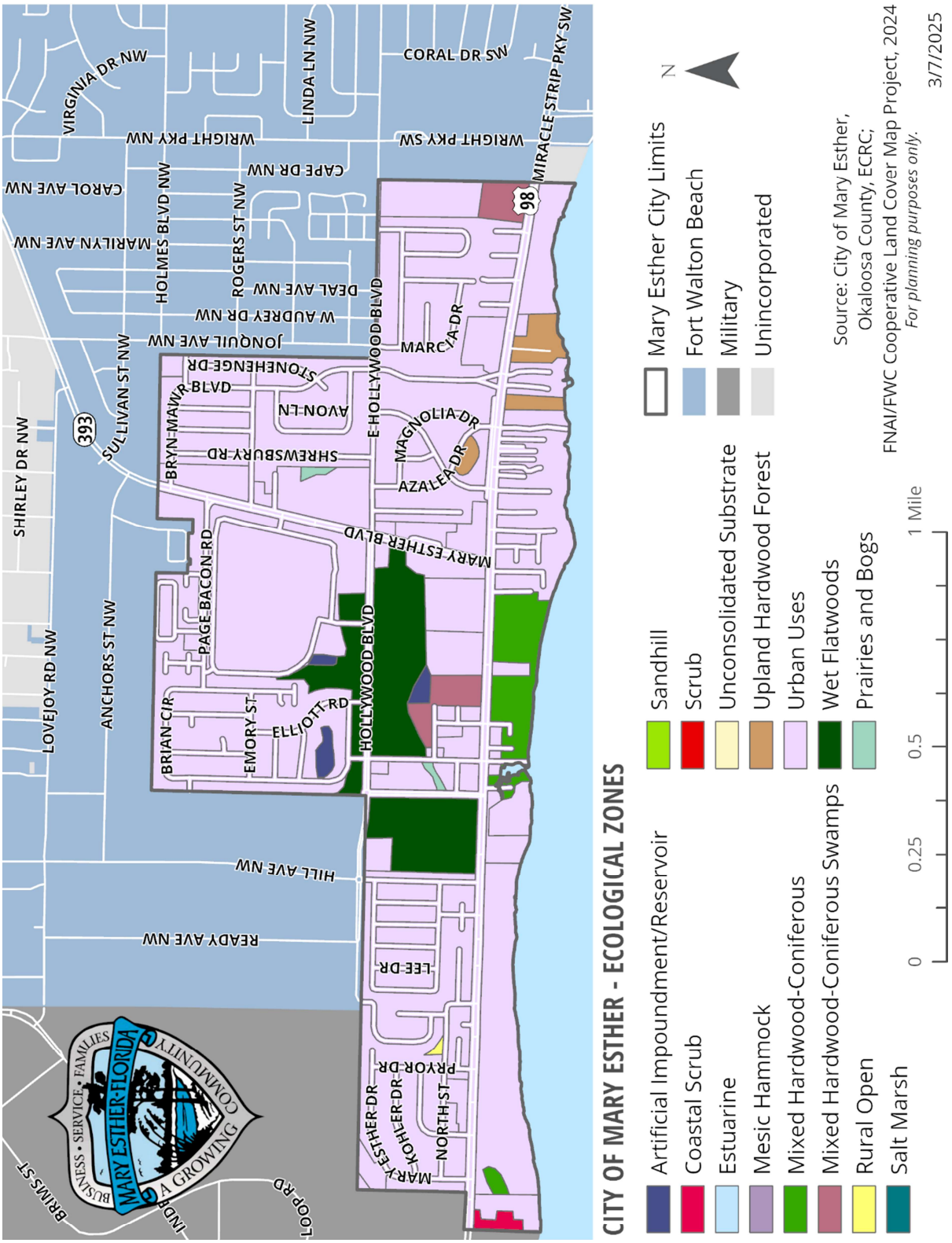
Map E:17: 2080 Sea Level Rise (NOAA High) (Christobal & Misty Water)



Map E:18: City of Mary Esther Coastal Inventory Map



Map E:19 - City of Mary Esther Ecological Zones



Section F:
Recreation and Open Space Element

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PURPOSE AND INTRODUCTION

The purpose of the Recreation and Open Space Element is to guide the planning and management of a comprehensive system of public and private recreation and open space facilities in the City of Mary Esther. This system is designed to provide accessible, high-quality recreational opportunities that meet the needs of the community, enhance the quality of life, and promote environmental stewardship. The City's recreation and open space offerings serve as essential components of its urban fabric, providing spaces for leisure, physical activity, social interaction, and connection to nature.

The City of Mary Esther maintains a diverse range of parks, open spaces, and recreational facilities that cater to residents of all ages and abilities. These include community parks, nature trails, playgrounds, sports fields, and picnic areas, as well as specialized amenities such as shuffleboard courts, basketball courts, and boat ramps. Collectively, these spaces contribute to the physical and mental well-being of the community and support the City's commitment to fostering a vibrant and sustainable environment.

As Mary Esther continues to grow, this element establishes a framework for the development, maintenance, and enhancement of recreational and open space facilities. By identifying current resources, future needs, and opportunities for improvement, the City ensures its recreation system remains a cornerstone of community life. This comprehensive approach emphasizes equitable access, environmental conservation, and strategic investments to sustain and expand recreational offerings for generations to come.

INVENTORY AND ANALYSIS

Existing Recreation

Recreational sites in the City of Mary Esther are categorized as resource-based or activity-based. Resource-based sites leverage natural features to provide opportunities for activities such as picnicking, hiking, fishing, water sports, or simply enjoying the environment. Activity-based recreation, on the other hand, focuses on structured activities like basketball, baseball, or football, as well as recreational programs including aerobics, painting, senior citizen events, and spectator sports. However, these categories often overlap, as many resource-based recreation sites include facilities for activity-based programs.

Active Recreation: Mary Esther offers a variety of activity-based recreational opportunities through its parks and facilities. These include athletic courts and fields, fitness-focused programming, and community events hosted at local recreational sites. The City actively

maintains and upgrades these spaces to meet the diverse needs of its residents, fostering health and social engagement.

Passive Recreation: For those seeking a quieter form of recreation, the City provides passive recreational options such as walking trails, open green spaces, and natural observation areas. These amenities cater to individuals and families who value a slower pace of leisure, emphasizing tranquility and connection with nature.

Recreation Provided by the Private Sector: In addition to public facilities, private entities contribute significantly to recreational opportunities in Mary Esther. Fitness centers, dance studios, and specialized activity venues complement public offerings, giving residents access to a wide range of leisure options. Private recreational amenities enhance the overall recreational landscape by providing unique and tailored experiences for different age groups and interests.

Recreation for Visitors: Visitors to Mary Esther can also enjoy a variety of recreational opportunities. Resource-based sites near coastal areas and water bodies provide activities such as kayaking, paddleboarding, and birdwatching, appealing to both tourists and residents. Additionally, local parks and cultural events contribute to the City's appeal as a leisure destination.

Other Leisure Activities: Beyond traditional recreation, the City recognizes the value of non-conventional leisure activities that enrich the quality of life. Community programs such as arts and crafts workshops, music events, and cultural festivals offer residents and visitors unique ways to engage with the community and express creativity.

Existing Open Space

Open space in Mary Esther encompasses a wide array of resources, extending beyond traditional definitions. Open space is defined as "undeveloped land suitable for passive recreation and/or conservation uses." These areas include natural landscapes, floodplains, and undeveloped parcels that support conservation and ecological balance. The City integrates open space into its planning framework to preserve environmental resources and enhance passive recreational opportunities. Open spaces also serve as critical buffers, contributing to stormwater management, habitat protection, and overall urban resilience.

By balancing active and passive recreation with open space preservation, Mary Esther strives to meet the recreational needs of its residents while protecting the natural environment for future generations.

Table F:1 includes an inventory of parks and open spaces within the City of Mary Esther.

Table F:1 – Park and Open Space Inventory

Park	Acres	Location	Facilities
Springdale Park	3.3	25 Mary Esther Dr. off Hwy. 98	Renovated 2002; Picnic Area, Playground Equipment, T-ball Field, Little League Field, Bleachers, 40+ Parking Spaces
Oak Tree Park	0.6	300 N. Lorraine & W. Lorraine off Makron Dr. off Hwy. 98	Renovated 2001; Shuffleboard Court (equipment available at the Library), 3 Covered Picnic Shelters with Picnic Tables and BBQ grills, Basketball Court, Playground Equipment, 3 Parking Spaces, Handicap Accessibility
Oak Tree Nature Park	25.1	150 W. U.S. Hwy. 98, Doolittle Blvd. & Hollywood Blvd. by Post Office	Acquired 1999 & 2002 w/P-2000 Grants; 25 acres with Nature Trail, Picnic Pavilion, 4 Tables, Bike Rack, Grill, Signs identifying Foliage, Silver Sands Creek passes through mature woodlands, Archaeological Site
Elliott Park	3.0	254 Elliott Rd. off Hollywood Blvd.	Playground Equipment, Picnic Tables, BBQ Grill, Tennis Court, 4 Off-Street Parking Spaces, Renovated 2009
Thomas J. Pryor Park	1.4	195 Christobal Rd. at City Hall	Picnic Tables, BBQ Grill, 20 Parking Spaces
Jesse Rogers Memorial Cemetery	1.8	221 E. Miracle Strip Parkway (Hwy. 98)	None at this time, visitation only
Azalea Park	1.8	5 Azalea Dr. off Hwy. 98	Renovated 2004; Playground Equipment, Exercise/Jogging Trail, Picnic Tables, Basketball Court, ADA Parking
Mary Esther City Pier and Boat Ramp	0.3	17 Misty Water Dr. off Hwy. 98	Boat Ramp, Pier, Fishing, Swimming discouraged (No Lifeguard), 3 Covered Picnic Shelters, Very Limited Parking, in Residential Neighborhood
S. Bryn Mawr Park	1.1	108 S. Bryn Mawr Blvd. & Hwy. 98	Renovations 2005; 2 Picnic Tables, Covered Shelter, Playground Equipment, Limited Street Parking
Bryn Mawr Park	2.7	600 Sussex Road, Bryn Mawr Blvd. & Sussex Rd. off Mary Esther Blvd.	Renovated 2000; Playground Equipment, Ball Field, Basketball Court, Pavilion, 3 BBQ Grills, Picnic Tables, 30 Parking Spaces

Source: City of Mary Esther, UF GeoPlan Center

Projected Recreation and Open Space Needs

The City of Mary Esther is projected to grow by thirty-one-point-six percent (31.6%) between 2024 and 2050 and therefore must adapt its recreational planning to meet the growing needs of its residents. This projected population increase highlights the importance of aligning recreational facility supply with the evolving demands of the community. Mary Esther's compact urban environment requires targeted strategies for efficient land use and accessible facilities.

Recreational Demand and Level of Service Standards: Recreational Demand and Level of Service Standards: Recreational demand in Mary Esther is assessed based on current facility supply and population growth projections. The City's level of service standard (LOS) for recreation and open space is one (1) acre per one thousand (1,000) population. Based on the 2024 population of four thousand four hundred ninety-three (4,493) (BEBR), the City needs four-point-four-nine-three (4.493) acres of parks to meet the LOS. The City will need five-point-nine-one-two (5.912) acres by 2050, based on the projected population.. As shown in **Table F:2**, the City currently has forty-one-point-one (41.1) acres of parks that will sufficiently meet the population's recreational needs well into the future.

Table F:2 – Recreation and Open Space Projected Needs

Year	Population	Acres of Recreation/Open Space Required	Existing/Planned Acres of Recreation/Open Space
2024	4,493	4.493	41.1
2030	5,032	5.032	42.3*
2040	5,580	5.580	42.3**
2050	5,912	5.912	42.3**

Source: City of Mary Esther

*See Table F:3 for the addition of Cristobal Waterfront Park (1.15 acres)

**Future acreage unknown at this time

Planning Considerations: While the City enjoys a surplus of recreation and open space facilities, the following actions may still be prioritized:

1. **Strategic Land Acquisition**: Secure additional land for recreational development, focusing on areas accessible to underserved neighborhoods.
2. **Facility Upgrades**: Renovate and modernize existing recreational facilities to increase capacity and ensure ADA compliance.

3. **Public-Private Partnerships**: Collaborate with private sector entities to develop and maintain specialized recreational amenities such as swimming pools, fitness centers, and community sports programs.
4. **Sustainability and Green Spaces**: Incorporate passive recreation areas, such as walking trails and natural preserves, to balance active recreational facilities with conservation goals.
5. **Community Engagement**: Involve residents in the planning process to ensure recreational development reflects community preferences and priorities.

By adopting a forward-thinking approach to recreational planning, Mary Esther can maintain a high quality of life for its growing population while preserving its unique environmental and cultural assets. This strategy aligns with the City's commitment to fostering an active, engaged, and healthy community.

Recreation and Open Space Standards

Recreation Standards: Standards play a vital role in recreation planning for the City of Mary Esther, ensuring that recreational facilities and open spaces meet the needs of the growing population. The City has an adopted Level of Service Standards (LOSS) that defines the numerical benchmark for recreational acreage per capita. This standard, outlined in **Policy F1-3b** of this element, provides the framework for maintaining and expanding recreational opportunities to support a high quality of life for residents.

Mary Esther's compact urban environment necessitates efficient land use to accommodate active and passive recreational facilities. Neighborhood parks, playgrounds, and activity-based resources are designed to meet current demands while accommodating future population growth, as reflected in projections through 2050.

Provision of Open Space: Open space plays a critical role in enhancing Mary Esther's urban landscape, offering aesthetic and functional benefits to residents and businesses alike. Unlike rural areas, where open space often provides a pastoral or natural retreat, urban open spaces in Mary Esther are essential for breaking up the dense urban form, providing relief from built environments and supporting community cohesion.

In residential areas, open spaces improve neighborhood design by creating buffers between conflicting land uses, preserving natural amenities, and offering recreational opportunities such as playgrounds and walking trails. Open space not only enhances the aesthetic appeal of neighborhoods, but also promotes health and wellness by encouraging outdoor activities for all age groups.

In commercial and industrial areas, open space serves as a visual and functional asset, offering a more inviting atmosphere for workers and visitors. Well-designed open spaces in these areas can attract new businesses and enhance the overall economic appeal of Mary Esther. Trees, landscaping, and green buffers soften the visual impact of development and provide a welcoming environment for customers and employees.

As development pressures increase and available land becomes more limited, the City's land development regulations ensure the reservation of open spaces in both residential and non-residential projects. These regulations prioritize open space in site design, incorporating features such as green corridors, buffer zones, and shared community spaces. By proactively setting aside open space, Mary Esther can sustain its reputation as a desirable and livable community, balancing growth with environmental preservation and aesthetic value.

Proximity and Access to Recreation Facilities: Recreational facilities in the City of Mary Esther are accessible to both residents and visitors, with no residency requirements restricting their use. While Mary Esther does not host expansive natural preserves or rural recreation spaces, its urban parks and activity-based facilities provide convenient options for leisure. The City's compact layout ensures most recreational facilities are easily accessible via its well-connected road network.

Accessibility for all residents, including those with disabilities and elderly individuals, is a key priority. Recreational sites are designed to meet barrier-free accessibility requirements, including ramps, railings, and restroom facilities that allow safe and easy use for individuals with mobility challenges. Future recreational planning will continue to integrate these accessibility considerations.

Although the City does not currently have a comprehensive recreation master plan, its focus remains on maintaining and enhancing existing facilities. Future planning efforts could benefit from a strategic recreational plan that inventories existing parks and programs, identifies future needs, and establishes standards for landscaping, signage, and maintenance. Such a plan would support grant applications and alternative funding initiatives, ensuring long-term sustainability for recreational offerings.

Recreational programming in Mary Esther is primarily community-driven, with non-profit organizations and community groups coordinating events and activities in City-managed spaces. Public access remains largely free, with any applicable user fees directed toward offsetting utility and maintenance costs for specific facilities, such as community centers and event spaces.

With steady population growth projected, the City may need to evaluate and expand its recreational offerings to meet future demand. Strategic upgrades to existing parks, new facilities, and accessible infrastructure will ensure Mary Esther continues to provide high-

quality recreational opportunities for all residents while maintaining its compact and vibrant urban character.

Table F:3 lists the applicable projects that appear in the City's Capital Improvements Plan:

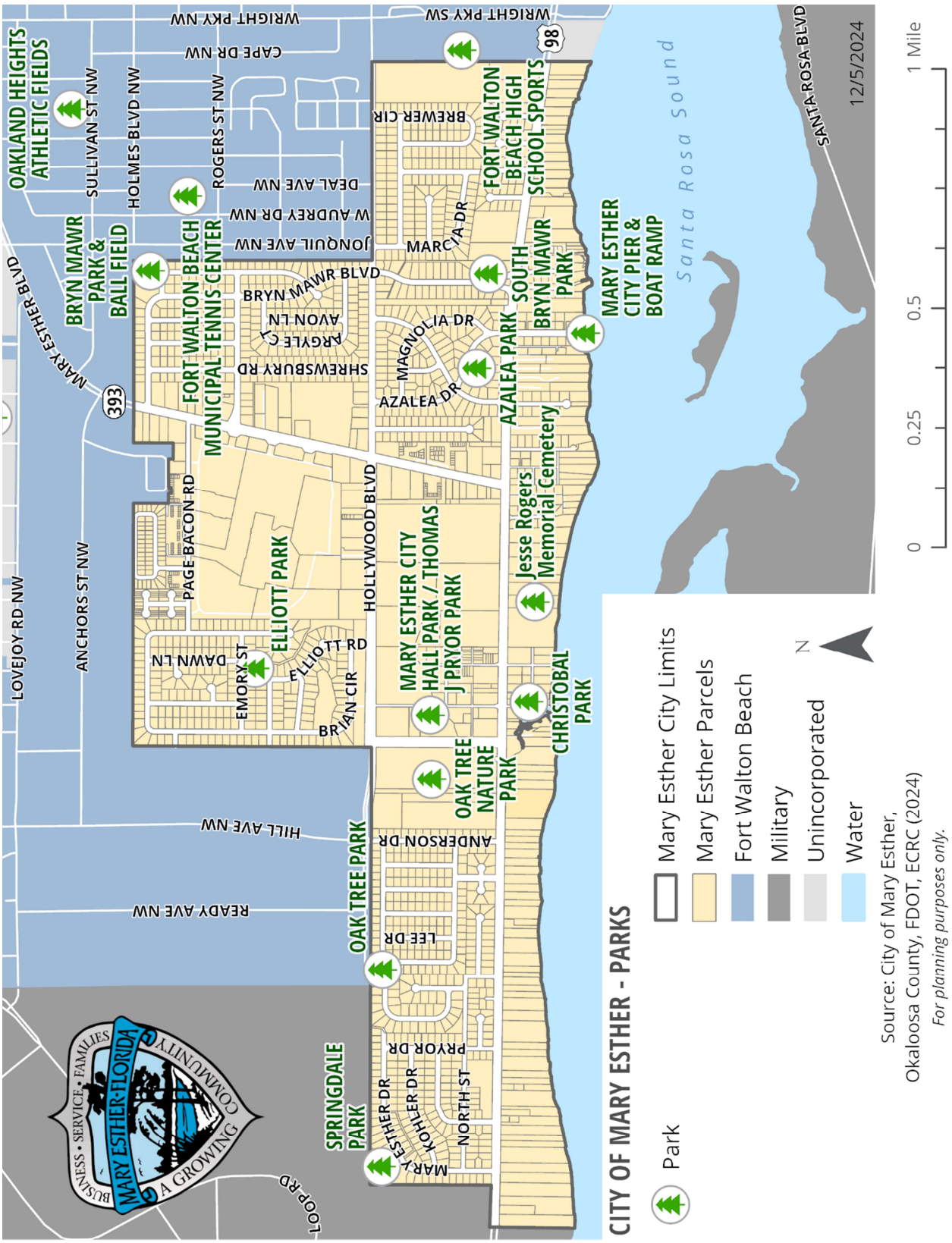
Table F:3 - City of Mary Esther Capital Improvements Plan - Recreation and Open Space Projects

Project	Budget Year						
	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	Funding Source	Project Total
Azalea Park Neighborhood Infrastructure Improvements	$7,493,600	$0	$0	$0	$0	General, Utilities, and Sales Tax Funds; Water and Sewer Loans and State Grant	$7,493,600
North Bryn Mawr Park ADA and Safety Improvements	$30,000	$0	$0	$0	$0	General Fund	$30,000
Elliott Park ADA and Safety Improvements	$42,000	$0	$0	$0	$0	General Fund	$42,000
Christobal Waterfront Park (1.15 acres)	$3,000,000	$0	$0	$0	$0	Okaloosa County and Bed Tax Allocation	$3,000,000
Ray's Pond Rehabilitation	$1,110,200	$0	$0	$0	$0	Sales Tax fund and State Loan	$1,110,200
Sidewalk Improvements	$10,000	$10,500	$10,000	$10,000	$10,000	General Fund	$50,500
Mary Esther Boulevard Beautification	$0	$216,000	$0	$0	$0	General Fund	$216,000

Project	Budget Year						
	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	Funding Source	Project Total
Oak Tree Nature Park Rehabilitation	$0	$180,000	$0	$0	$0	Geneal Fund	$180,000
Community Facilities Beautification	$0	$157,000	$0	$0	$0	General Fund	$157,000
Waterfront Park Development	$0	$0	$20,000	$0	$0	General Fund	$20,000
Oak Tree Park Neighborhood Infrastructure Improvements	$0	$0	$0	$5,364,618	$0	Sales Tax Fund, Water and Sewer Loans	$5,364,618
Funding Total	$15,794,291	$12,191,583	$609,070	$6,143,142	$26,041,525	N/A	$60,779,611

Data Source: City of Mary Esther
Date Prepared: 11/2024

Map F:1 - City of Mary Esther Parks



Section G:
Intergovernmental Coordination Element

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PURPOSE

The purpose of the Intergovernmental Coordination Element is to inventory and analyze the existing relationships between the City of Mary Esther and other governmental agencies, particularly those with service responsibilities affecting the City. This element identifies and evaluates intergovernmental coordination mechanisms to determine their effectiveness in addressing shared challenges and resolving conflicts. By reviewing these mechanisms, the City aims to identify potential problems or incompatible goals and work towards improved collaboration and efficiency in service delivery. This element supports the development of policies that foster strong partnerships with regional, state, and federal agencies to better serve the public and advance community objectives.

INTRODUCTION

Effective coordination among the various governmental entities influencing the City of Mary Esther is essential to meet the community's needs efficiently and equitably. The City interacts with a wide array of entities, including Okaloosa County, neighboring municipalities, the Okaloosa County School Board, the Northwest Florida Water Management District, and several regional and state agencies. These entities play a role in land use decisions, infrastructure planning, environmental management, and public services, all of which impact the City's development and growth.

Given the interconnected nature of these responsibilities, it is critical for Mary Esther to establish and maintain strong working relationships with these agencies. Successful coordination helps avoid conflicts, enhances cooperation, and ensures the delivery of high-quality services to residents. Conversely, a lack of communication and collaboration can lead to inefficiencies, duplication of efforts, and a loss of public trust.

Intergovernmental coordination is also vital because the City of Mary Esther does not operate in isolation. Mary Esther's growth and development is influenced by and also impacts neighboring jurisdictions. The Growth Management Act requires the Intergovernmental Coordination Element to demonstrate how the City's Comprehensive Plan aligns with the plans of adjacent municipalities, Okaloosa County, and regional and state agencies. This alignment ensures that all parties work together to achieve consistent and mutually beneficial outcomes, fostering trust and efficiency in governance.

INTERGOVERNMENTAL COORDINATION INVENTORY

Local Governing Authorities

The City of Mary Esther is governed by an elected City Council with an appointed City Manager responsible for day-to-day administration. Mary Esther regularly coordinates with neighboring municipalities, Okaloosa County, and various local agencies to address issues ranging from infrastructure and land use to public safety and environmental protection. Collaboration is critical as multiple entities have overlapping responsibilities and jurisdictions, which necessitates effective intergovernmental communication and cooperation.

The City also engages with several regional and state entities whose enabling legislation grants them authority to regulate, advise, or provide services impacting the City. These interactions influence development, land use, and quality of life in Mary Esther. The City prioritizes establishing clear lines of communication and cooperative agreements with these entities to ensure seamless service delivery and the effective implementation of shared goals.

Adjacent Local Governments: The City of Mary Esther is bordered by the City of Fort Walton Beach to the east and north, and Hurlburt Field to the west. These adjacent jurisdictions significantly influence Mary Esther's planning and development processes. Fort Walton Beach and Mary Esther collaborate on issues such as transportation, stormwater management, and economic development, while Hurlburt Field remains a vital partner in land use planning and resilience efforts.

Okaloosa County's governance structure impacts the unincorporated areas surrounding Mary Esther, requiring ongoing coordination to align municipal and county-level policies. This cooperation ensures that services, infrastructure, and development efforts are consistent and mutually supportive, avoiding conflicts and maximizing resource efficiency.

The City contracts with the Okaloosa County Sheriff's Office for enhanced law enforcement services. This includes the services of two full-time deputies that conduct patrols, respond to calls, and provide crime prevention training to City staff and the public at-large.

Okaloosa County School Board: The Okaloosa County School Board operates primary and secondary educational facilities serving Mary Esther residents. The School Board is an independent agency but collaborates with the City to address the impacts of residential development on school capacity and infrastructure. These partnerships ensure that educational facilities meet the needs of current and future populations while supporting broader planning objectives, such as maintaining adequate levels of service and ensuring the proximity of schools to residential areas.

By fostering strong relationships with these local governing authorities, Mary Esther positions itself to address challenges effectively, promote efficient service delivery, and enhance the quality of life for its residents.

Regional Agencies

Emerald Coast Regional Council: The City of Mary Esther is located within the jurisdiction of the Emerald Coast Regional Council (ECRC), formally known as the West Florida Regional Planning Council (WFRPC). The ECRC serves as a regional planning agency for a seven-county district in the Florida Panhandle. Headquartered in Pensacola, the ECRC is charged with preparing a Strategic Regional Policy Plan in accordance with Chapter 186, Florida Statutes. This plan establishes regional issues, goals, policies, and standards that align with and further the goals of the State of Florida Comprehensive Plan. Local government comprehensive plans must demonstrate consistency with the objectives of the ECRC's Strategic Regional Policy Plan.

In addition to its planning functions, the ECRC reviews **Developments of Regional Impact (DRI)** under Chapter 380, Florida Statutes. This review process assesses the potential positive and negative impacts of significant proposed developments on the region and provides advisory recommendations to affected local governments. The ECRC also plays a vital role in reviewing applications for federal domestic assistance that require area-wide clearinghouse reviews. This process ensures that proposed projects align with local and regional plans, fostering intergovernmental coordination between local, state, and federal entities. The City Manager's office and Mary Esther's Planning Department coordinate with the ECRC on these efforts, ensuring that the City remains aligned with regional priorities and objectives.

Northwest Florida Water Management District: The Northwest Florida Water Management District (NWFWMD), established under the Water Resources Act of 1972, oversees water resource management and planning across the Florida Panhandle. Governed by a board appointed by the Governor, the NWFWMD is headquartered in Havana, Florida, with field offices in Marianna and Pensacola. The District's responsibilities include water resource planning, permitting for water use, regulating well drilling, and managing surface water resources. The NWFWMD also acquires and manages environmentally sensitive lands to protect water quality and critical habitats.

The NWFWMD collaborates with local governments, including Mary Esther, to develop sustainable water resource strategies and ensure the protection of critical aquifers and wetlands. Coordination with the District is essential for permitting processes and the implementation of local and regional water management goals. The City's Planning and Public Works departments work closely with the NWFWMD to ensure compliance with regulatory requirements and the effective management of water resources. These efforts are integral to

maintaining the quality of life for Mary Esther residents and protecting the region's natural resources

State Departments

Governor's Office of Planning and Budgeting: The Governor's Office of Planning and Budgeting oversees the preparation of the State of Florida Comprehensive Plan, which establishes statewide goals and policies. Local and regional comprehensive plans, including Mary Esther's, must be consistent with this state plan. Coordination with this office ensures alignment between local initiatives and broader state objectives. The City Manager's office and Community Development Department are responsible for facilitating interactions with this agency.

Florida Department of Transportation - District 3: The Florida Department of Transportation (FDOT) is responsible for the planning, construction, and maintenance of state roadways. Mary Esther is part of FDOT District 3, headquartered in Chipley, with additional administrative offices in Tallahassee. Given the interdependence between land use and transportation, the City collaborates closely with FDOT to align transportation improvements with development plans. Developers proposing projects that access state roads or impact the drainage systems must submit plans to FDOT for review. Mary Esther's Public Works Department and Planning Department manage coordination efforts to address transportation and stormwater considerations.

Florida Department of Commerce: The Florida Department of Commerce (FloridaCommerce) serves as the state's designated land planning agency, succeeding the former Department of Community Affairs, and later the Department of Economic Opportunity. FloridaCommerce is responsible for reviewing local government comprehensive plans and amendments to ensure consistency with Chapter 163, Florida Statutes, the Comprehensive Regional Policy Plan, and the State Comprehensive Plan. In addition to land use planning, FloridaCommerce administers several economic development and housing programs, including the Community Development Block Grant (CDBG) program and initiatives aimed at promoting community and economic resilience. The City of Mary Esther coordinates with the FloridaCommerce through its Planning Department and City Manager's office to ensure compliance with state requirements, access grant funding opportunities, and align local development objectives with statewide priorities.

Florida Department of Environmental Protection - Northwest District: The Florida Department of Environmental Protection (FDEP) regulates environmental quality including air and water standards, permitting for water discharge, and development in wetlands. The Northwest District office, based in Pensacola, oversees activities affecting Mary Esther. The FDEP's regulations significantly impact development by ensuring stormwater management

and pollution control. FDEP also manages state parks and programs such as the Florida Recreation Development Assistance Program (FRDAP) and the Florida Boating Improvement Program. The City coordinates closely with FDEP for permitting, environmental assessments, and funding for recreational and conservation projects.

Division of Forestry: The Division of Forestry, under the Florida Department of Agriculture and Consumer Services, provides critical services to protect woodlands and open spaces. While Mary Esther has minimal forestland, the Division offers expertise and resources for fire prevention, land management, and urban tree canopy projects. Coordination with the Division is primarily conducted through the City Manager's office and public works.

Florida Fish and Wildlife Conservation Commission: The Florida Fish and Wildlife Conservation Commission (FWC) ensures the protection of the state's fish and wildlife and oversees recreational areas such as public boat ramps. In Mary Esther, the FWC plays a vital role in managing waterways, particularly Santa Rosa Sound, and supports conservation and recreational needs. The City collaborates with the FWC for habitat protection and recreational facility management, often through grant funding and technical assistance.

Florida Department of Health: The Florida Department of Health, through its Okaloosa County office, issues permits for septic systems, inspects their installation, and administers public health programs. These services include housing assistance, foster care, and substance abuse counseling. The City's coordination with the Department of Health is managed through its Planning Department and Building Inspections to ensure compliance with health regulations.

Florida Department of State (Division of Historical Resources): The Division of Historical Resources assists local governments in preserving historical and archaeological resources. It reviews projects involving state or federal funding or permitting to evaluate their impacts on significant cultural sites. The Division maintains the Florida Master Site File, which documents historical and archaeological sites. Coordination with this agency ensures that Mary Esther's development activities preserve the City's cultural heritage, supported by the City Manager's office and Planning Department.

Federal Agencies

United States Air Force: The City of Mary Esther is home to Hurlburt Field, a critical installation of the U.S. Air Force and a vital component of the regional military infrastructure. Hurlburt Field's operations, focused on Special Operations missions, significantly influence the City's development patterns and community planning. Mary Esther collaborates closely with Hurlburt Field on infrastructure projects, public safety initiatives, and community development efforts to ensure compatibility between the base's mission and the needs of the City.

Additionally, an Air Force Recruiting Office located on Mary Esther Boulevard provides recruitment support and information for those interested in joining the military.

The City's relationship with the U.S. Air Force extends beyond Hurlburt Field to Eglin Air Force Base (AFB), one of the largest military installations in the country. Eglin AFB's influence on regional planning is substantial, and Mary Esther actively participates in initiatives such as the **Joint Land Use Study (JLUS)** and the **Military Installation Resilience Review (MIRR)** to address land use compatibility, infrastructure resilience, and shared community goals.

- **Joint Land Use Study (JLUS):** The JLUS identifies strategies to mitigate potential conflicts between civilian development and military operations. For Mary Esther, the study's recommendations include managing lighting, building height, and noise impacts to maintain the operational effectiveness of Hurlburt Field and Eglin AFB.
- **Military Installation Resilience Review (MIRR):** The MIRR focuses on enhancing the resilience of military installations and surrounding communities to climate and environmental risks. For Mary Esther, this includes collaboration on critical projects such as wastewater infrastructure improvements and stormwater management to support both civilian and military needs.

The strong partnership between Mary Esther, Hurlburt Field, and Eglin AFB underscores the City's commitment to supporting national defense while fostering a thriving community. These efforts ensure that local development and military operations remain mutually compatible, protecting mission readiness and enhancing the quality of life for residents and military personnel alike.

Existing Intergovernmental Mechanisms

Fire Protection and Emergency Services: Mary Esther has a mutual aid agreement with neighboring municipalities and Okaloosa County to provide fire protection and emergency services. The City's Fire Department collaborates with adjacent jurisdictions, such as Fort Walton Beach and Okaloosa County, to enhance response capabilities for emergencies. Agreements with Hurlburt Field also support emergency coordination, particularly for incidents affecting both civilian and military areas. The City Council and Emergency Services Director oversee this coordination to ensure the safety and security of residents.

Public Waterfront Property Development: An interlocal agreement exists between Okaloosa County and the City of Mary Esther for the acquisition, development, and maintenance of public waterfront properties. This partnership has facilitated projects such as park enhancements, demolition of old structures, and waterfront access improvements. These efforts aim to balance public use with environmental preservation.

Local Option Gas Tax Revenues: The City of Mary Esther participates in an interlocal agreement with Okaloosa County and other municipalities for the distribution of local option gas tax revenues. These funds are used to support road maintenance, transportation projects, and other infrastructure needs within the City. Coordination is managed through regular consultation with the County and other municipalities to ensure equitable distribution and efficient use of funds.

Tourist Development Tax Revenues: The City is part of an agreement with Okaloosa County municipalities regarding the allocation of twelve and one-half percent (12.5%) of annual tourist development tax revenues earmarked for municipalities. These funds support tourism-related projects such as marketing, infrastructure enhancements, and public improvements. Collaboration with the County ensures that Mary Esther's initiatives align with regional tourism strategies.

Emergency Operations: Emergency operations and 9-1-1 services for Mary Esther are coordinated through Okaloosa County's Emergency Management Office. The County oversees hurricane preparedness, 24-hour storm warnings, and the monitoring of hazardous materials. The City coordinates with the County to ensure emergency plans are updated and effective for both natural and man-made disasters. The City Council and Emergency Services Department act as liaisons to the County for emergency-related activities.

Redevelopment: Although Mary Esther does not have a formal redevelopment agency, the City works closely with Okaloosa County and neighboring jurisdictions to address redevelopment opportunities. Collaborative efforts focus on revitalizing key commercial corridors and enhancing infrastructure to support economic development. These initiatives are guided by comprehensive planning efforts and intergovernmental coordination.

By leveraging these intergovernmental mechanisms, Mary Esther ensures efficient service delivery, fosters regional collaboration, and enhances the quality of life for its residents. These agreements and partnerships form a foundation for addressing shared challenges and advancing mutual goals.

Utilities

Electricity: Electrical service in the City of Mary Esther is provided by Florida Power and Light (FPL), which acquired Gulf Power. FPL delivers electricity to both residential and commercial customers throughout the City.

Potable Water: The City of Mary Esther operates a central water system, sourcing potable water from the Floridan Aquifer and treating it to meet state and federal quality standards. Residents in nearby unincorporated areas typically rely on private wells for their water needs.

Sanitary Sewer: Mary Esther provides central sewer services through its municipal wastewater utility. The City also collaborates with Hurlburt Field on shared facilities such as spray fields. Septic systems are potentially present on some parcels in the City.

Natural Gas: Natural gas is provided to residents and businesses in Mary Esther by Okaloosa Gas, which operates across the region and ensures reliable delivery for heating, cooking, and other needs.

Telecommunications: Telephone, internet, and cable television services in Mary Esther are offered by several private providers, giving residents and businesses access to a range of options for connectivity and entertainment.

Mary Esther's utility infrastructure is essential to the community's functionality and quality of life, with services provided through a combination of municipal operations, partnerships, and private providers. These utilities are critical to supporting growth, development, and day-to-day needs within the City.

INTERGOVERNMENTAL COORDINATION ANALYSIS

Effectiveness of Existing Coordination Mechanisms.

The City of Mary Esther benefits from effective formal and informal intergovernmental coordination mechanisms. The compact size and close relationships with neighboring jurisdictions and agencies have facilitated collaboration across multiple areas. These mechanisms ensure that the City maintains essential services and aligns with regional, state, and federal goals.

Recreation: The City's collaboration with Okaloosa County and neighboring municipalities has effectively supported recreational services. While Mary Esther manages its own parks and facilities, coordination ensures access to broader recreational opportunities for residents.

Fire Protection and Emergency Services: Mutual aid agreements with neighboring municipalities and Okaloosa County have ensured effective fire and emergency response. Coordination with Hurlburt Field enhances readiness and response capabilities for incidents affecting both civilian and military areas.

Infrastructure and Development: Interlocal agreements, such as those related to local option gas tax revenues and waterfront property development, have demonstrated consistent success in supporting infrastructure and planning efforts. These mechanisms promote shared investment in public improvements.

Adjacent Jurisdictions: Coordination with neighboring municipalities and Okaloosa County has been effective in managing shared challenges, including transportation and stormwater management. Continued collaboration will be critical as growth occurs along shared boundaries.

The City's intergovernmental coordination mechanisms have historically supported efficient service delivery and effective planning. These mechanisms will remain vital as Mary Esther continues to grow, ensuring that the City addresses regional challenges and maintains a high quality of life for its residents.

Specific Problems, Needs, and Resolution

The following sections outline areas where intergovernmental coordination in Mary Esther requires additional focus, as identified in the elements of the City's Comprehensive Plan. These efforts aim to address shared challenges and ensure efficient service delivery while promoting growth and sustainability.

Future Land Use: Maintaining effective intergovernmental coordination is essential for land use consistency and development approvals. The City of Mary Esther works closely with Okaloosa County and neighboring municipalities to align development decisions with regional plans. Coordination with military installations, particularly Hurlburt Field, is critical to ensure that land use decisions remain compatible with military operations. Mechanisms such as the Joint Land Use Study (JLUS) and Military Installation Resilience Review (MIRR) provide frameworks for resolving conflicts and promoting sustainable development near military bases.

Transportation: Intergovernmental coordination is essential to address the City's traffic circulation needs. The Florida Department of Transportation (FDOT) has primary responsibility for state roadways, while the City collaborates with Okaloosa County and regional partners to improve local road networks. Preserving and protecting rights-of-way for future roadway improvements remains a priority, as escalating land values and acquisition costs make proactive planning vital. Coordination with FDOT on transportation improvement plans ensures that local and regional projects are aligned, maximizing efficiency and funding opportunities.

Infrastructure: Mary Esther collaborates with Okaloosa County and regional utility providers to ensure public services are extended to meet current and future needs. Monitoring development trends through permitting processes allows the City to identify areas requiring infrastructure expansion. Interlocal agreements, such as those for wastewater management and stormwater systems, help address shared challenges and improve service delivery.

Recreation: Existing recreational planning and facilities in Mary Esther meet the community's current and future needs with no specific problems requiring additional intergovernmental coordination. The City's collaboration with Okaloosa County and regional partners ensures that recreational services remain accessible and well-maintained.

Conservation: No significant intergovernmental coordination issues have been identified regarding conservation. However, coordination with agencies like the Florida Department of Environmental Protection (FDEP) and federal partners ensures that environmentally sensitive lands are protected. The City remains vigilant in addressing jurisdictional questions related to conservation areas and environmental permitting.

Housing: Housing-related intergovernmental coordination mechanisms are currently sufficient. The City continues to monitor housing needs and works with regional partners to address affordable housing initiatives as necessary.

Capital Improvements: The City of Mary Esther coordinates with Okaloosa County and regional agencies to implement the concurrency provisions outlined in the Capital Improvements Element. Ensuring adequate infrastructure to support development requires centralized oversight, managed by the City Manager's office and the Planning Department. These offices collaborate with other departments, including Public Works and Recreation, to ensure capital improvements align with the City's growth management objectives and maintain level-of-service standards.

By maintaining and strengthening these intergovernmental coordination mechanisms, Mary Esther ensures that shared challenges are addressed effectively, contributing to sustainable growth and enhanced quality of life for its residents.

Coordination Among Local Comprehensive Plans

Chapter 163, Florida Statutes, requires the Comprehensive Plan to "provide for procedures to identify and implement joint planning areas, especially for the purposes of annexation, municipal incorporation, and joint infrastructure service areas." In the City of Mary Esther, coordination with adjacent local governments and Okaloosa County is critical to ensure seamless land use planning and infrastructure development. While Mary Esther's compact geographic size minimizes the need for extensive joint planning areas, the City actively participates in regional planning efforts through coordination with the Emerald Coast Regional Council (ECRC) and neighboring municipalities.

The City also reviews amendments to the Comprehensive Plans of adjacent jurisdictions, including Fort Walton Beach and Okaloosa County, to assess potential impacts on Mary Esther's development patterns and services. These reviews, conducted as part of the required

public participation process, ensure that local and regional planning efforts are aligned and mutually beneficial.

Recognition of Campus Master Plans

Chapter 163 requires the Comprehensive Plan to "provide for recognition of campus master plans prepared pursuant to s.1013.30, F.S." While no State University campuses currently exist within Mary Esther, the City will coordinate with relevant state and regional educational authorities if the development of such a campus becomes necessary. This includes the preparation of a campus development agreement as outlined in statutory requirements.

Comparison with the Strategic Regional Policy Plan

All goals, objectives, and policies in Mary Esther's Comprehensive Plan are evaluated for consistency with the Emerald Coast Regional Council's Strategic Regional Policy Plan (SRPP) and the State Comprehensive Plan. This ensures that Mary Esther's policies align with broader regional and state goals, promoting cohesive and sustainable planning across jurisdictions.

Coordination with School Board Plans

Mary Esther's Comprehensive Plan includes principles and guidelines for coordinating with the Okaloosa County School Board. These guidelines address population projections, school siting, and the provision of public educational facilities. The City participates in an interlocal agreement with the School Board, which specifies the use of the University of Florida Bureau of Economic and Business Research (BEBR) mid-range population projections and identifies land use categories where public schools may be located. This collaboration ensures that school planning aligns with community growth and infrastructure needs.

Voluntary Dispute Resolution

Recognizing that disputes may occasionally arise between local governments over growth management issues, the City of Mary Esther supports the use of the Emerald Coast Regional Council's informal mediation process to resolve conflicts. This approach emphasizes collaboration and efficiency, ensuring that disputes are addressed constructively without resorting to more formal legal channels.

By maintaining these coordination mechanisms, the City of Mary Esther ensures consistency with state and regional requirements while fostering collaboration with local and regional partners. These efforts support sustainable growth, effective service delivery, and long-term community resilience.

Section H:
Capital Improvements Element

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INTRODUCTION AND PURPOSE

This section outlines the capital improvements planned for the City of Mary Esther to ensure the provision of essential public facilities and services. These include central water and sewer systems, stormwater management, solid waste, recreation, transportation infrastructure, and community amenities. The planned improvements are designed to maintain adequate levels of service (LOS), accommodate future growth, and support economic development while ensuring the City remains resilient and sustainable.

Infrastructure development is a critical function of local government, directly influencing community well-being, environmental quality, and economic growth. For Mary Esther, capital projects are carefully planned and documented for a five-year period, with updates made annually to reflect evolving needs and funding opportunities. While the City is smaller in scale compared to larger urban centers, its commitment to proactive planning ensures that infrastructure improvements align with the Florida Commerce's requirements and regional priorities.

Funding Strategies for Capital Improvements

To implement its capital improvement projects, Mary Esther employs a robust and diversified funding strategy designed to balance fiscal responsibility with the maximization of investment impact. These strategies draw on local, state, and federal funding sources, as well as collaborations with regional agencies. By utilizing these varied mechanisms, the City ensures the efficient allocation of resources to meet its infrastructure and development needs.

Local Funding Sources: Mary Esther relies heavily on local funding mechanisms to support its capital improvement initiatives. These include:

- **Local Taxing Authority**: Ad Valorem Taxes authorized by the Constitution.
- **Home Rule Revenue Sources**: Comprising proprietary fees, regulatory fees, and special assessments, which provide flexibility for local government to address specific needs.
- **General Fund Allocations**: Covering a wide range of smaller capital improvement projects, such as infrastructure repairs and public facilities.
- **Utilities Fund**: Dedicated revenues from utility services are directed toward maintaining and expanding water and sewer infrastructure.
- **Sales Tax Fund**: Local discretionary sales surtaxes are allocated to fund critical projects, such as transportation improvements and public utilities.

State Funding Programs: The City also accesses funding through state-authorized revenue sources and grant programs, such as:

- **State-Authorized Revenue Sources**:
    - Shared state-imposed taxes and fees.
    - Local Discretionary Sales Surtaxes.
    - Tourist Development Taxes.
- **State-Specific Programs**:
    - **Florida Department of Environmental Protection (FDEP)**: Programs like the Clean Water State Revolving Fund Loan Program and the Small Community Wastewater Facility Grants Program provide essential support for water and sewer projects.
    - **Florida Department of Economic Opportunity (FDEO)**: Offers both technical and financial assistance to local governments for capital improvement projects.

Federal Funding Sources: To further enhance its funding capacity, Mary Esther actively pursues federal grants and loan programs, including opportunities aligned with national priorities for resilience and infrastructure development. Key sources include:

- **U.S. Department of Defense (DoD)**: The OLDCC Defense Community Infrastructure Program (DCIP) and Installation Resilience Funding support projects that enhance military installation resilience and community infrastructure.
- **Federal Environmental Programs**: Various grants from federal agencies for projects addressing water quality, stormwater management, and coastal resilience.
- **State Revolving Loan Fund**: Augmented by federal contributions, this fund supports large-scale water and sewer infrastructure projects.

Collaborative and Regional Funding: The City partners with regional stakeholders to secure additional resources, leveraging shared goals to obtain funding through county allocations and cooperative programs. Examples include the use of Okaloosa County funding and bed tax allocations for tourism-related and regional infrastructure improvements.

Capital Improvement Program Funding Summary: Mary Esther's Capital Improvement Program (CIP) incorporates a variety of funding streams, ensuring the financial feasibility of both current and planned projects. Examples from the CIP include:

- Seven-point-five million dollars ($7.5 million) funded through general, utilities, and sales tax funds, as well as water and sewer loans and state grants.
- Twenty-five-point-five million dollars ($25.5 million) sourced from state revolving loans and state and federal grants.
- Three million dollars ($3 million) from Okaloosa County and bed tax allocations.
- Multiple smaller projects financed by the general fund, utilities fund, and state loans, ranging from ten thousand dollars ($10,000) to one-point-six million dollars ($1.6 million).

By strategically combining local resources with state and federal support, Mary Esther maximizes the effectiveness of its capital improvement investments while maintaining a commitment to fiscal responsibility and community-focused development.

Private-Public Partnerships: Private-public partnerships (PPPs) play a vital role in addressing infrastructure needs while reducing the financial burden on the City. These partnerships can involve shared project costs, development incentives, or collaborative land-use agreements. PPPs offer an innovative way to attract private investment and achieve infrastructure goals while maintaining fiscal sustainability.

Capital Improvement Planning for Resilience: As Mary Esther grows, ensuring that infrastructure meets adopted LOS standards and remains resilient against environmental and development pressures is essential. Priority projects include upgrades to water and sewer systems, development of a Master Stormwater Plan, and enhancements to recreational and public facilities. Collaborative planning with regional agencies and neighboring municipalities strengthens these efforts and ensures alignment with broader infrastructure goals.

By leveraging diverse funding strategies, fostering partnerships, and maintaining a clear vision for its future, Mary Esther is well-positioned to meet current and future infrastructure needs. These efforts contribute to the City's long-term sustainability, support economic growth, and enhance the quality of life for all residents.

INVENTORY OF CAPITAL IMPROVEMENTS

Table H:1 - City of Mary Esther Capital Improvements Plan

Project	Budget Year						
	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	Funding Source	Project Total
New City Hall	$3,004,491	$0	$0	$0	$0	General Fund and Loan	$3,004,491
Azalea Park Neighborhood Infrastructure Improvements	$7,493,600	$0	$0	$0	$0	General, Utilities, and Sales Tax Funds; Water and Sewer Loans and State Grant	$7,493,600
North Bryn Mawr Park ADA and Safety Improvements	$30,000	$0	$0	$0	$0	General Fund	$30,000
Elliott Park ADA and Safety Improvements	$42,000	$0	$0	$0	$0	General Fund	$42,000
Christobal Waterfront Park	$3,000,000	$0	$0	$0	$0	Okaloosa County and Bed Tax Allocation	$3,000,000
Ray's Pond Rehabilitation	$1,110,200	$0	$0	$0	$0	Sales Tax fund and State Loan	$1,110,200

Project	Budget Year						
	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	Funding Source	Project Total
Okaloosa County Sewer Force Main - Planning Phase	$435,000	$0	$0	$0	$0	Utilities Fund and State Grant	$435,000
Okaloosa County Sewer Force Main Engineering Phase	$0	$3,465,000	$0	$0	$0	Sewer Loan and Other Loans	$3,465,000
Okaloosa County Sewer Force Main – Construction	$0	$0	$0	$0	$25,525,000	State Revolving Loan Fund, State and Federal Grants	$25,525,000
Library HVAC Replacement	$20,000	$0	$0	$0	$0	General Fund	$20,000
Spray/Squeegee Machine	$70,000	$0	$0	$0	$0	General Fund	$70,000
Street Sweeper	$230,000	$0	$0	$0	$0	General Fund	$230,000
Harley Rake Attachment	$10,000	$0	$0	$0	$0	General Fund	$10,000
Well #1 Fence	$15,000	$0	$0	$0	$0	General Fund	$15,000
High-Accuracy GIS Mapping Unit	$10,000	$0	$0	$0	$0	General Fund	$10,000
Pavement Management - Area 2 (Mary Esther Manor)	$100,000	$0	$0	$0	$0	General Fund	$100,000

Project	Budget Year						
	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	Funding Source	Project Total
Pavement Management – Area 4 (Bryn Mawr)	$0	$175,000	$0	$0	$0	General Fund	$175,000
Pavement Management – Area 1 (Springdale, Oak Tree, and Scottsdale)	$0	$0	$150,000	$0	$0	General Fund	$150,000
Pavement Management - Area 3 (Azalea, Brewer, E. Highway 98)	$0	$0	$0	$400,000	$0	General Fund	$400,000
Pavement Management - Area 5 (Christobal, Andalusia, S. Highway 98)	$0	$0	$0	$0	$150,000	General Fund	$150,000
Sidewalk Improvements	$10,000	$10,500	$10,000	$10,000	$10,000	General Fund	$50,500
Water Distribution Improvements	$83,000	$88,400	$94,070	$98,024	$75,000	Utilities Fund	$438,494
Sewer Collections Improvements	$131,000	231,000	$210,000	$220,500	$231,525	Utilities Fund	$1,024,025
Northwest Stormwater Ditch	$0	$1,644,700	$0	$0	$0	Sales Tax Fund	$1,644,700

Project	Budget Year						
	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	Funding Source	Project Total
Advanced Metering Infrastructure (AMI)	$0	$650,000	$0	$0	$0	Water Loan	$650,000
Mary Esther Boulevard Beautification	$0	$216,000	$0	$0	$0	General Fund	$216,000
Public Works Roof Replacement	$0	$120,000	$0	$0	$0	General Fund	$120,000
Oak Tree Nature Park Rehabilitation	$0	$180,000	$0	$0	$0	Geneal Fund	$180,000
Community Facilities Beautification	$0	$157,000	$0	$0	$0	General Fund	$157,000
Highway 98 Water Main Replacement	$0	$5,193,983	$0	$0	$0	State Grant	$5,193,983
Vehicle Replacement	$0	$60,000	$125,000	$50,000	$50,000	General Fund	$285,000
Waterfront Park Development	$0	$0	$20,000	$0	$0	General Fund	$20,000
Oak Tree Park Neighborhood Infrastructure Improvements	$0	$0	$0	$5,364,618	$0	Sales Tax Fund, Water and Sewer Loans	$5,364,618
Funding Total	$15,794,291	$12,191,583	$609,070	$6,143,142	$26,041,525	N/A	$60,779,611

Data Source: City of Mary Esther
Date Prepared: 11/2024

Table H:2 provides the capital projects from the FDOT District 3 Five Year Work Plan within the City of Mary Esther.

Table H:2 - FDOT District 3 Adopted 5-Year Work Program, FY 2025-2029 - Projects in Mary Esther

Item No	Project Description	Work Description	Length (Miles)	2025	2026	2027	2028	2029
Highways: State Highways								
4373661	SR 30 (US 98) FROM W OF JOSIE RD TO W OF BROOKS BRIDGE	RESURFACING	7.047	$2,074 CST	-	-	-	-
4437442	SR 393 MARY ESTHER BOULEVARD FROM SR 30 (US 98) TO SR 189 BEAL PKWY	RESURFACING	1.833	$765 CST	-	-	-	-
Data Source: FDOT 5-Year Work Program Date Prepared: 11/2024								

Notes: ROW = Right of Way, PE = Preliminary Engineering, CST = Construction, OPS = Operations
$ amounts are in thousands

OPPORTUNITIES AND NEEDS

The City of Mary Esther continues to make strides in addressing its infrastructure and community development needs, with several opportunities on the horizon to enhance public services and facilities.

Sewer System Upgrades and Planning

The City has made significant progress in addressing its sewer infrastructure through phased investments in the Okaloosa County Sewer Force Main project. With planning and engineering phases underway, the next major step involves securing construction funding to ensure the project remains on track. These upgrades will support long-term sustainability and resilience for Mary Esther's wastewater management system, benefiting both residents and nearby military installations.

Stormwater Management Planning

A critical unmet need is the development of a comprehensive Master Stormwater Plan for the City. As urban growth continues, enhanced stormwater management strategies are essential to reduce flooding risks and ensure compliance with environmental standards. This plan would provide detailed guidance on stormwater facility construction requirements, particularly in coordination with private developments. The City must prioritize securing state and federal funding to initiate this effort during the planning period.

Parks and Recreation Improvements

Mary Esther has identified numerous opportunities to enhance its parks and recreational facilities, including ADA and safety improvements at North Bryn Mawr and Elliott Parks, as well as the development of Christobal Waterfront Park. These initiatives reflect the City's commitment to accessibility and quality-of-life improvements. Additional funding opportunities, such as tourism-related grants, should be explored to expand and sustain these efforts.

Water System Upgrades

The City is actively pursuing water infrastructure improvements, including the U.S. Highway 98 Water Main Replacement and the implementation of Advanced Metering Infrastructure (AMI). These projects represent essential upgrades to ensure system reliability and

efficiency. Continued collaboration with state and federal agencies will be crucial for funding these initiatives.

Disaster Recovery and Resilience

Although the City has not faced recent major hurricanes, resilience planning remains a key need. Strengthening partnerships with FEMA and state agencies will position Mary Esther to respond effectively to future emergencies. Investments in stormwater and utility infrastructure will further enhance the City's overall resilience.

CONSIDERATIONS FOR CAPITAL IMPROVEMENTS

As the City of Mary Esther advances its capital improvement projects, collaboration with regional and state stakeholders will be essential to ensure efficient planning and resource allocation. The following are key considerations for the City.

Coordination of Regional Infrastructure Projects

The City will continue to engage in discussions with Okaloosa County and nearby municipalities, particularly regarding linkages between shared infrastructure systems such as sewer and water facilities. Ongoing collaboration with regional partners will help streamline planning and avoid redundancies in infrastructure investments.

Regular Engagement with Stakeholders

Mary Esther will establish a schedule for bi-annual meetings between City officials and representatives from neighboring municipalities, state agencies, and regional planning organizations. These meetings will provide a forum to discuss upcoming capital projects, share best practices, and identify opportunities for joint funding applications.

Transparency in Capital Planning

While the City maintains a five-year capital improvement program, it will ensure that details of annual budgets and updates to major projects are shared with the Florida Department of Commerce Division of Community Planning. This transparency supports compliance with state requirements and enhances opportunities for grant funding.

Alignment with Regional and State Goals

The City will actively seek to align its capital improvement priorities with broader regional and state infrastructure goals, such as resilience planning, water quality improvement, and transportation enhancements. Collaboration with agencies such as the Northwest Florida Water Management District and the Florida Department of Transportation will be critical.

By focusing on coordinated planning, regular stakeholder engagement, and transparent communication, Mary Esther can efficiently implement its capital improvement initiatives while strengthening regional partnerships and maximizing funding opportunities.

Section I:
Public School Facilities Element

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INTRODUCTION AND PURPOSE

The Public School Facilities Element ensures that the City and the Okaloosa County School District maintain coordination and consistency in their planning efforts. Although Mary Esther has only two public schools located within City limits, Mary Esther Elementary School and a portion Fort Walton Beach High School (see **Map I-1**), this Element addresses the need for collaboration on land use and facility planning to meet current and future needs of the wider community across grade levels.

Data Inventory

The Public School Facilities Element is based on a robust collection of data and analysis designed to inform the Element's goals, objectives, and policies. This data includes demographic trends, school capacity, and infrastructure needs, along with legal and regional frameworks for planning coordination.

Legal and Regulatory Framework

Chapter 163.3177, Florida Statutes: The statutory requirement for public school facilities planning ensures coordination between local governments and school districts. This law mandates procedures for joint planning and shared responsibilities, which are reflected in the City's Interlocal Agreement with the Okaloosa County School Board.

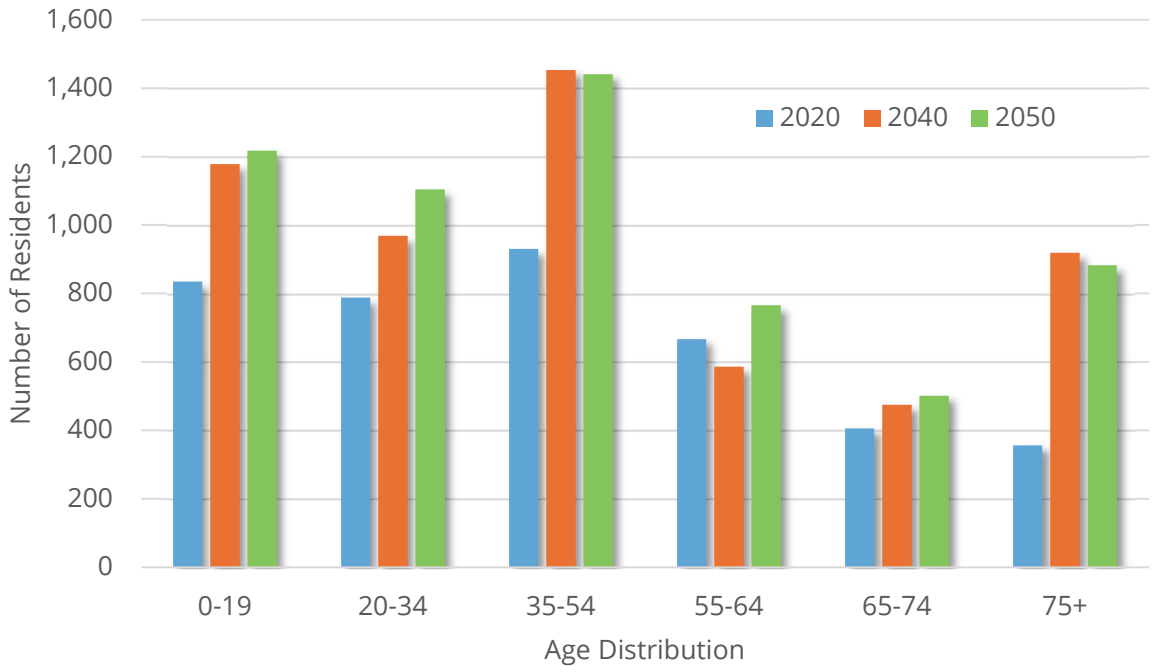
Chapter 1013.33, Florida Statutes: This statute governs public school facility concurrency, requiring local governments to ensure adequate school capacity is available to support proposed developments.

City of Mary Esther Ordinances: The City of Mary Esther restricts conflicting development around schools. Sec. 3-3 and Sec. 13.5-2 of the City's ordinances establish minimum distances from schools are provided for alcoholic beverage sales and medical marijuana treatment centers.

School Capacity and Demographics: Mary Esther Elementary School and Fort Walton Beach High School, within the City limits, serve the local population with sufficient capacity for current enrollment levels. While no additional schools are planned during the foreseeable future, the City must coordinate with the School District to ensure that any changes in population or development are reflected in updated capacity analyses and infrastructure planning.

Overall, as shown in **Figure I-1**, the school age population is expected to grow during the planning period considered in this document.

Figure I:1 - Age Distribution, 2020, 2040, and 2050



Data Source: Estimates and projections by Shimberg Center for Housing Studies, based on 2010 and 2020 U.S. Census data and population projections by the Bureau of Economic and Business Research, UF
Date Prepared: 11/2024

Schools Serving the Residents of Mary Esther: In addition to Mary Esther Elementary School and Fort Walton Beach High School, residents of the City of Mary Esther are also served by Annette P. Edwins Elementary School and Max Brunner Junior Middle School. Silver Sands School and Okaloosa Academy, a public charter school, also serve the area.

Interlocal Agreement for Public School Facility Planning: An Interlocal Agreement between the City and the Okaloosa County School Board was first adopted in 2003 and updated in 2008. The agreement provides the framework for collaborative planning and coordination among the Okaloosa County School Board, Okaloosa County, and all local municipalities.

The agreement aims to ensure that adequate school capacity is available to meet adopted Level of Service (LOS) standards, set at one hundred percent (100%) of Department of Education (DOE) permanent capacity for all school types. The agreement mandates school concurrency, requiring residential developments to align with available school capacity and, if necessary, contribute a proportionate fair share to address capacity needs. Coordination between the County, municipalities, and the School Board is central to this effort, with joint meetings and annual updates to the Board's Five-Year Capital Facilities Plan. School siting

decisions prioritize compatibility with local comprehensive plans and opportunities for co-location with other public facilities to support community development.

Infrastructure and Transportation Data: The City has a network of sidewalks and trails that provide safe access to Mary Esther Elementary School, consistent with Florida's Safe Routes to School program. Additional data on transportation infrastructure is incorporated into long-range planning through the Okaloosa-Walton Transportation Planning Organization (TPO).

Through the Vision Plan public engagement process, the citizens of Mary Esther identified relocating the driveway for Mary Esther Elementary from the Miracle Strip to Hollywood Boulevard, with a generous carpool queuing lane, as a priority. This would alleviate congestion at pick-up and drop-off times and would improve safety for children accessing the school.

Currently, cars queue along U.S. Highway 98, temporarily eliminating one of the eastbound lanes and causing traffic slowdowns during rush hour periods and potentially dangerous conditions for children. The potential new entry/exit shown in **Figure I-2** faces some challenges due to wetlands.

Additionally, the City of Mary Esther aims to connect Mary Esther Elementary School with Oak Tree Nature Park by a greenway.

Figure I:2 - Mary Esther Elementary School Potential Entry/Exit

OPPORTUNITIES AND NEEDS

This analysis evaluates the effectiveness of the City's coordination with the Okaloosa County School Board and the broader implications of school facilities planning on land use, transportation, and community development. It identifies areas of strength, challenges, and opportunities for enhancement.

The City's compliance with statutory requirements reflects a strong commitment to ensuring that school facilities are planned in tandem with local land use and development policies. By participating in joint planning efforts with the School Board, the City aligns its Comprehensive Plan with the District's Education Plant Survey and Five-Year District Facilities Work Plan. This ensures consistency in addressing both current and long-term needs for school capacity, infrastructure, and funding.

Despite its strengths, the City faces challenges in balancing the demands of residential development with the need to maintain adequate school capacity. Policies requiring school concurrency help manage these demands, but close coordination with the School Board remains essential to avoid delays or conflicts in approving new developments. The City's proactive approach to school concurrency ensures that residential growth does not outpace the ability to provide necessary educational services.

Transportation and infrastructure planning are critical areas of coordination. The City's commitment to safe access to Mary Esther Elementary School, supported by the Safe Routes to School program, highlights its dedication to student safety. Ongoing collaboration with the Okaloosa-Walton TPO ensures that transportation improvements align with broader regional goals, enhancing access and connectivity.

Opportunities for enhancement include the creation of a new entry/exit for Mary Esther Elementary School and expanding the shared use of school properties for public recreation. These measures can reduce costs, improve community engagement, and maximize the utility of existing resources. Additionally, the City and the School Board could explore the feasibility of implementing school impact fees to address the costs of future development on educational infrastructure.

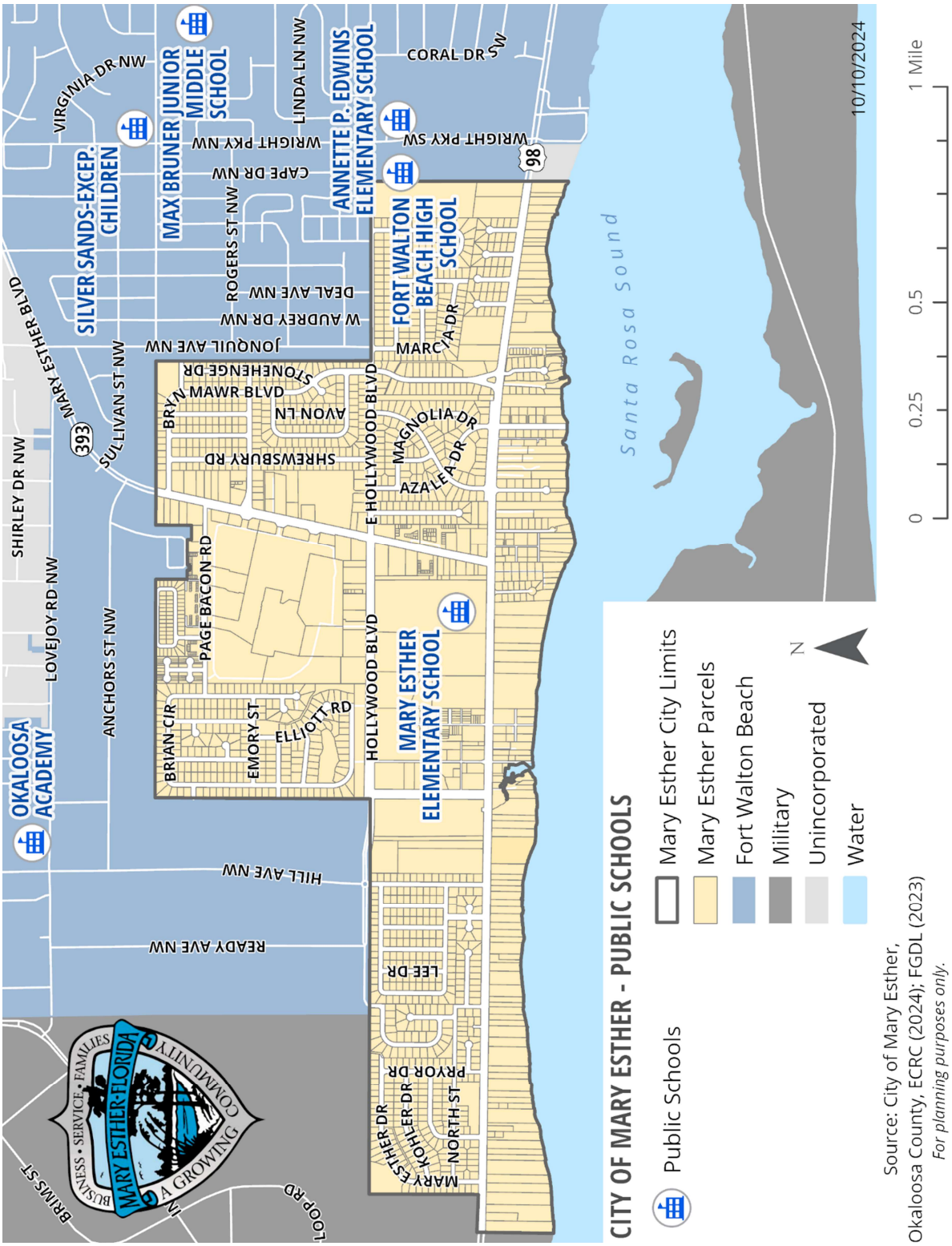
Finally, the City's evaluation mechanisms, including annual reviews of this Element, ensure that its goals and policies remain relevant and effective. This continuous improvement process supports best practices in joint planning and coordination, fostering a strong partnership between the City and the School Board.

PLANNING CONSIDERATIONS

The Public School Facilities Element provides a comprehensive framework for aligning the City's planning efforts with the needs of Mary Esther Elementary School and the Okaloosa County School District. By integrating data on school capacity, infrastructure, and transportation with robust interlocal coordination mechanisms, the Element ensures that educational facilities remain accessible, efficient, and aligned with community goals.

Through collaboration, proactive planning, and a commitment to continuous improvement, the City of Mary Esther is well-positioned to address the challenges and opportunities of public school facilities planning. This Element strengthens the City's ability to support high-quality education while promoting sustainable growth and community development.

Map I:1 - Public Schools



Section J:
Property Rights Element

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INTRODUCTION AND PURPOSE

The Property Rights Element of the City of Mary Esther's Comprehensive Plan is designed to integrate property rights considerations into the local government decision-making framework while ensuring compliance with state requirements, addressing community needs, and aligning with regional planning goals. This section presents the data inventory and contextual analysis that support the Element, as well as an evaluation of its consistency, challenges, and opportunities.

DATA INVENTORY

The foundation for the Property Rights Element is built upon legal, community, and planning data that highlights the importance of respecting property rights within the context of sustainable growth and regional compatibility.

The inclusion of the Property Rights Element complies with Chapter 163.3177, Florida Statutes, which mandates that local comprehensive plans explicitly address property rights. These rights are grounded in the U.S. Constitution and the Florida Constitution, which provide robust protections for private property ownership. Additionally, judicial precedents affirm the importance of property rights and guide their application in land use and planning decisions.

Mary Esther's compact urban environment and largely developed character create specific dynamics for property rights considerations. With limited undeveloped land available, the City's planning efforts often focus on redevelopment and maximizing the efficient use of existing parcels. Land use patterns feature established residential neighborhoods and commercial corridors along U.S. Highway 98, while the proximity to Hurlburt Field introduces unique zoning and development constraints. These factors require a balanced approach to protect property rights while accommodating the needs of the broader community. Through the public workshop and stakeholder meetings, residents and elected officials had the opportunity to discuss the protection of property rights, transparency in decision-making, and thoughtful growth management.

Existing Mechanisms for Public Participation

The public notice procedures currently outlined in the City of Mary Esther's ordinances establish a framework to ensure transparency and citizen participation in various planning and zoning matters. The ordinances outline specific requirements for notifying affected parties and the general public about hearings, meetings, and workshops that address rezonings, variances, and other land development or planning initiatives.

For rezonings and variance requests, the City requires multiple forms of notification. Sections 21-17 and 21-18 specify that the applicant must notify all property owners within a three hundred-foot (300') radius of the property. Additionally, the applicant must post signs on the affected property at least fourteen days before the hearing, displaying the nature of the rezoning, the current and proposed uses, and the time, date, and location of the public hearing. The ordinances also mandate advertising twice in a local newspaper of general circulation, with the first notice appearing at least fourteen days before the hearing and the second by five days prior. These steps ensure that both the immediate stakeholders and the broader community are informed.

Public participation in the comprehensive planning process is governed by Section 17-45, which applies to adoption and amendment of comprehensive plans, developing land use regulations, and related matters. For these hearings, the City also advertises twice in a newspaper, providing information about the hearing, meeting, or workshop and instructions on how the public can access relevant documents and participate through written or verbal comments. Notices must be posted in a conspicuous location at City Hall at least seven days prior to the event, and registered groups, agencies, or governments must receive direct notification at least fourteen days in advance. The code also encourages broader media engagement by requiring periodic updates about matters under consideration.

Public hearings are typically held after 5:00 PM, Monday through Thursday, to accommodate citizen participation. During hearings, the City provides opportunities for public input and ensures compliance with Chapter 163 of the Florida Statutes, particularly for matters related to comprehensive planning. For rezonings and variances, the Local Planning Agency plays a significant role, holding quasi-judicial hearings and reviewing applications by the notification requirements in Sections 21-16 and 21-18. These procedures collectively ensure the public participation process and compliance with state and local laws.

ANALYSIS

This analysis evaluates how the City's Property Rights Element aligns with legal mandates, addresses community needs, and supports regional planning objectives. It also identifies potential challenges and opportunities for enhancement.

Consistency with State Requirements

The Property Rights Element complies with Chapter 163.3177, Florida Statutes, ensuring that property rights are explicitly recognized within the Comprehensive Plan. This compliance reflects the City's commitment to integrating property rights into its planning processes and aligning with statewide growth management policies.

Integration with Existing Policies

The City's established public participation and transparency measures complement the policies proposed in the Property Rights Element. These existing practices, including public hearings, stakeholder engagement, and inclusive decision-making, create a strong foundation for implementing this Element. By building on current frameworks, the City ensures seamless alignment between existing efforts and statutory requirements.

Opportunities for Enhancement

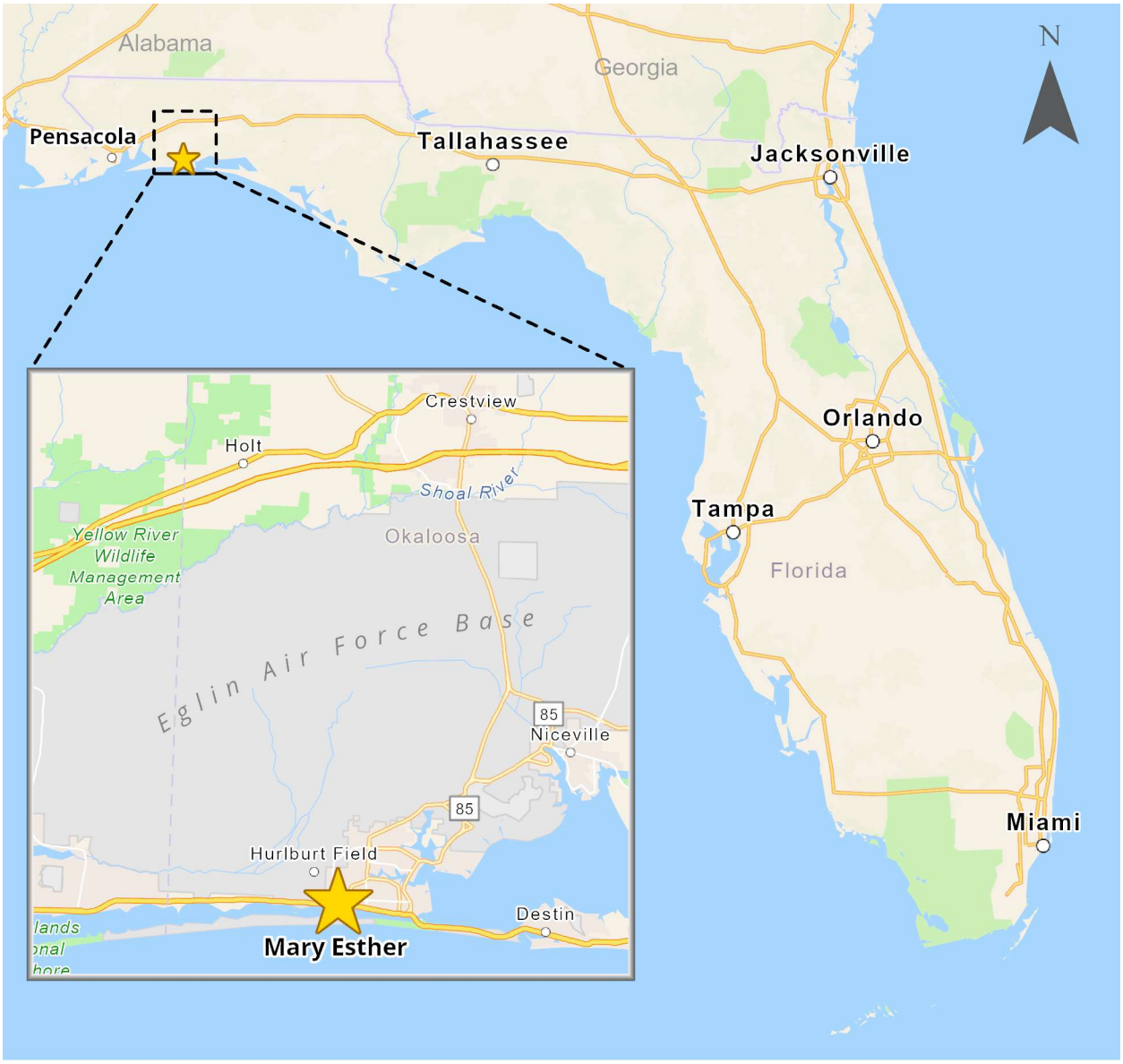
The Property Rights Element offers opportunities to enhance public engagement and decision-making processes. Expanding public notification procedures can ensure that all affected residents and stakeholders are informed of planning decisions that may impact their property rights. Educational materials about property rights and the City's policies can further build community understanding and support.

Encouraging early stakeholder involvement is another key opportunity. By engaging property owners, developers, and residents early in the planning process, the City can identify and address potential conflicts before they escalate to formal hearings. This proactive approach fosters collaboration, reduces disputes, and streamlines decision-making.

CONCLUSION

By leveraging a strong legal framework, integrating with existing policies, and addressing potential challenges, the City ensures that this Element provides robust protections while promoting transparency and community involvement. This approach positions the City to meet current and future challenges while maintaining a commitment to fairness and respect for property rights.

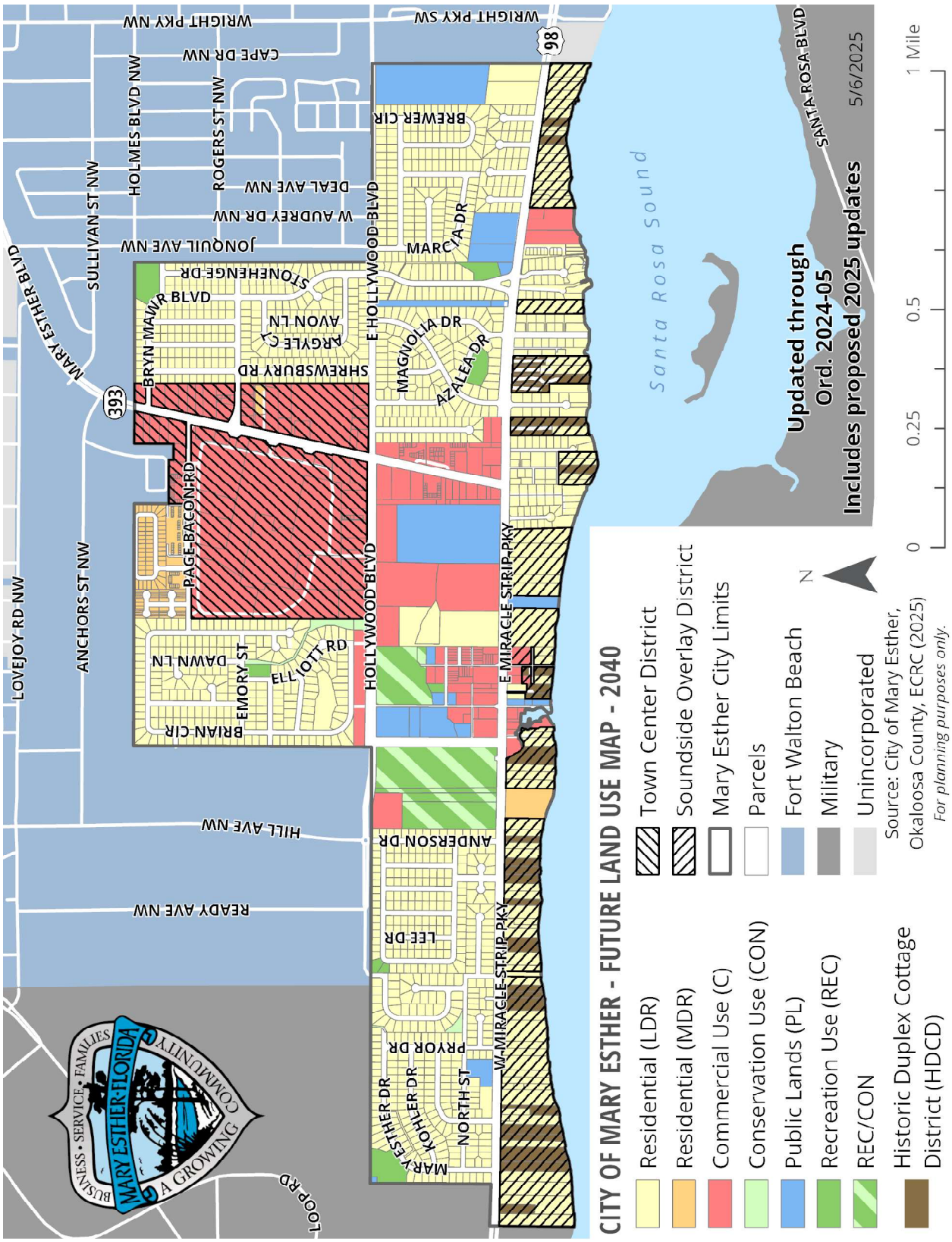
Map A:1 - City of Mary Esther - Location Map



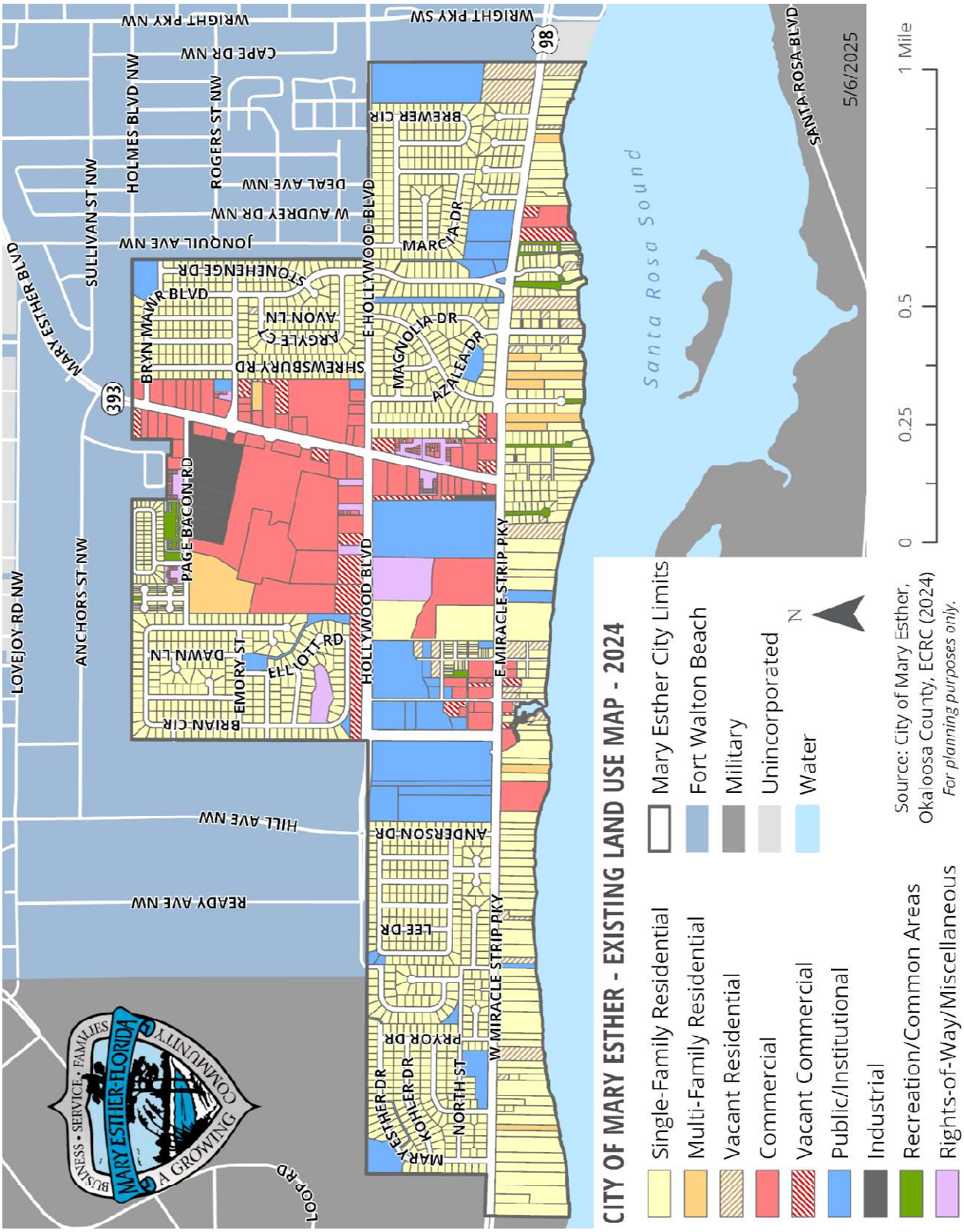
CITY OF MARY ESTHER - LOCATION MAP

Source: FDEP, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS, FDEP, Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA

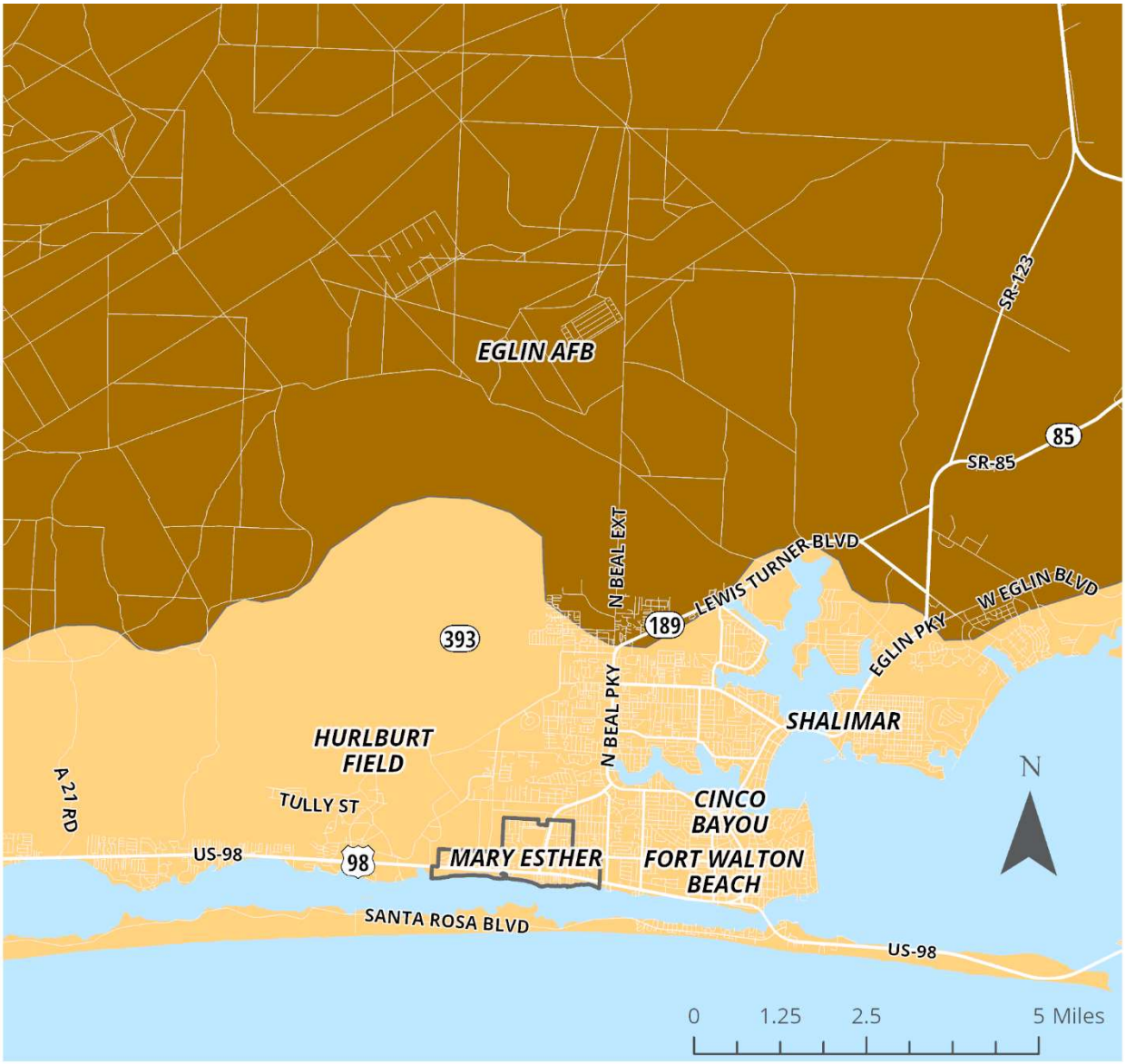
Map A:2 - City of Mary Esther - Future Land Use Map - 2040



Map A:3 - City of Mary Esther - Existing Land Use Map - 2024



Map A:4 - City of Mary Esther - Physiographic Provinces



CITY OF MARY ESTHER - PHYSIOGRAPHIC PROVINCES

- Panhandle Coastal Lowlands
- Western Highlands
- Mary Esther City Limits
- Water

Source: City of Mary Esther, Okaloosa County, ECRC (2024); FDEP (2023)

For planning purposes only.

Map A:5 - City of Mary Esther - Surficial Geology

CITY OF MARY ESTHER - SURFICIAL GEOLOGY

- Alluvium
- Citronelle Formation
- Holocene sediments
- Undifferentiated sediments (Pleistocene/Holocene)
- Mary Esther City Limits
- Water

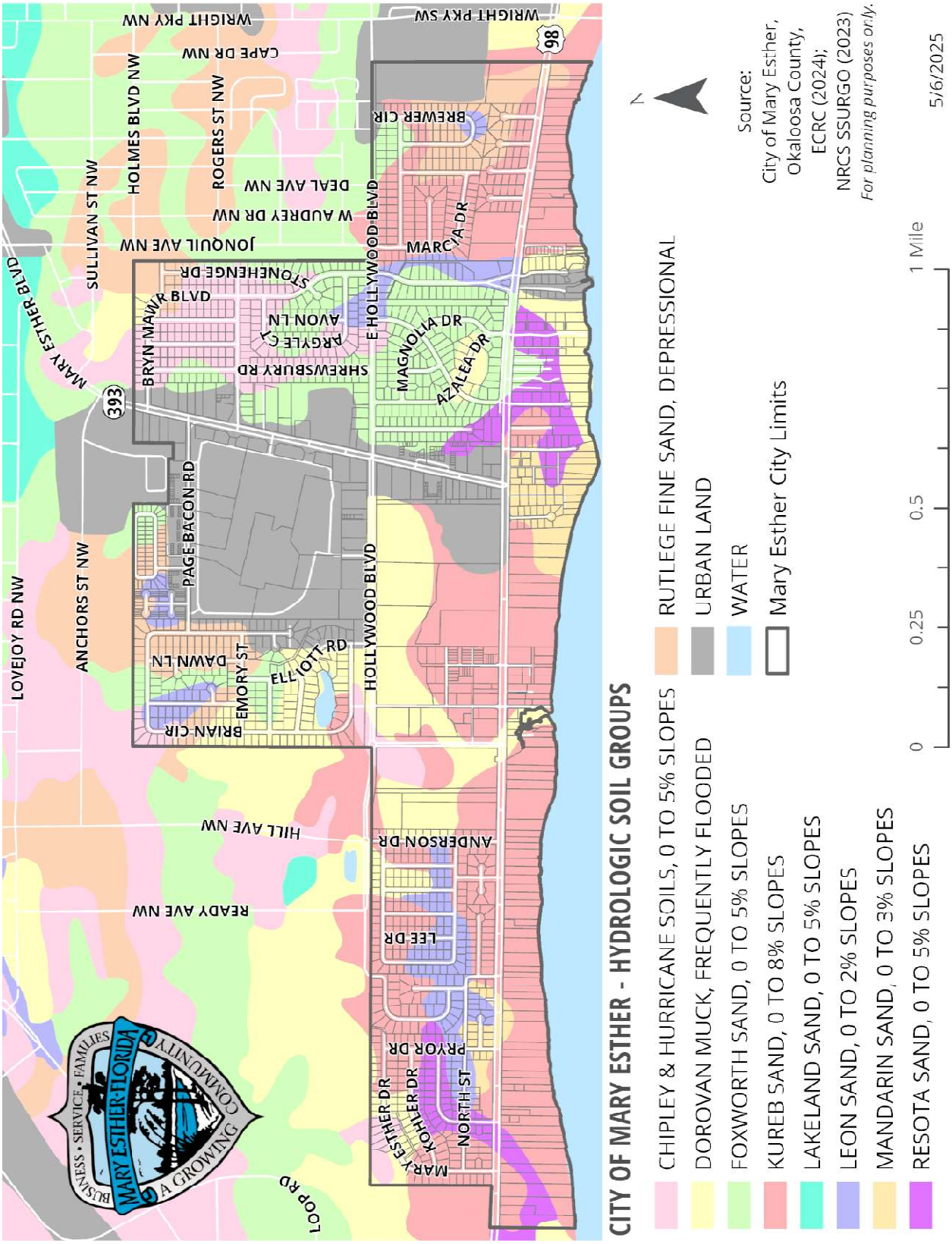
Source: City of Mary Esther, Okaloosa County, ECRC (2024); FDEP Florida Geological Survey (2022)

For planning purposes only.

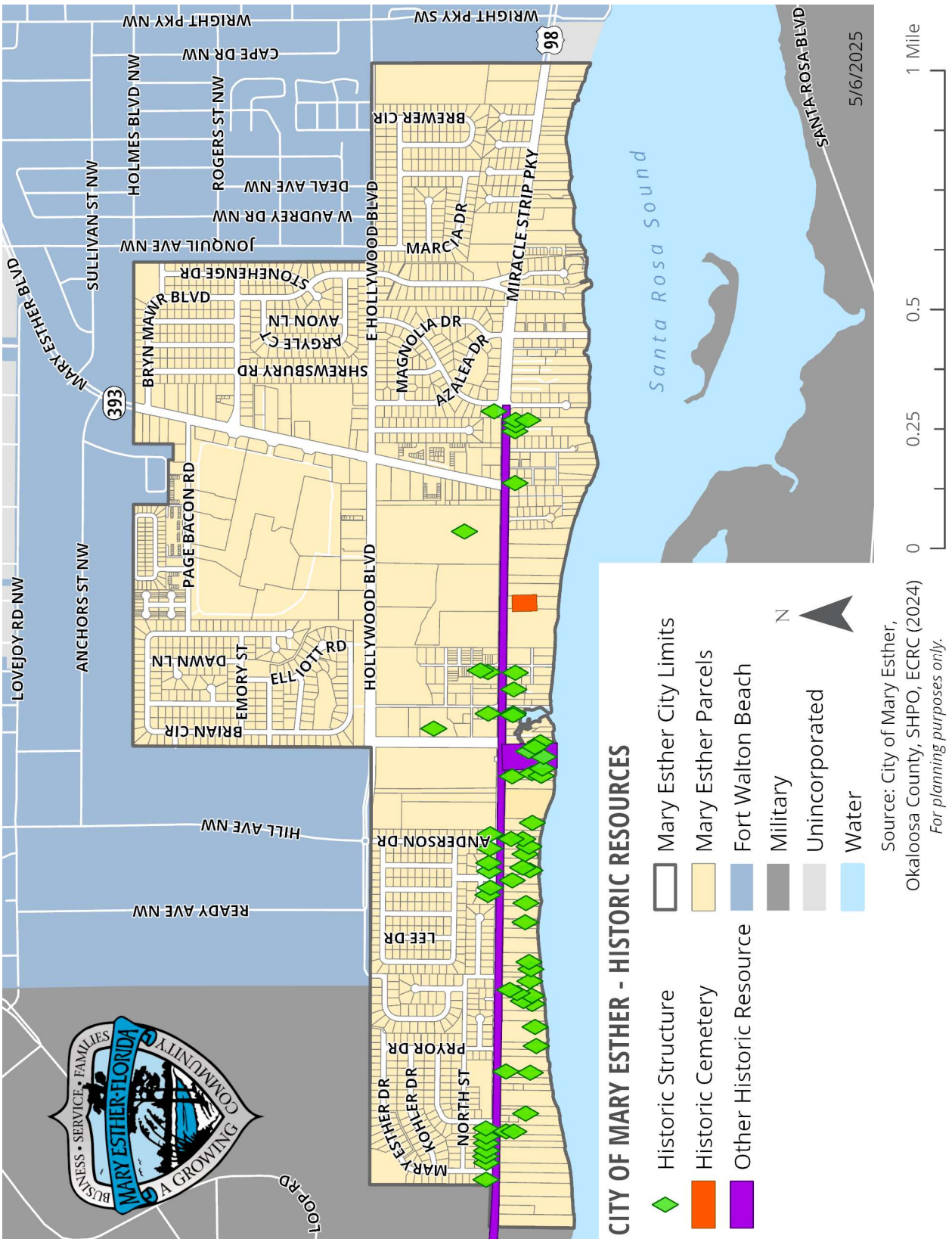
Map A:6 - City of Mary Esther - National Wetlands Inventory

Map A:7 - City of Mary Esther - FEMA Flood Zones

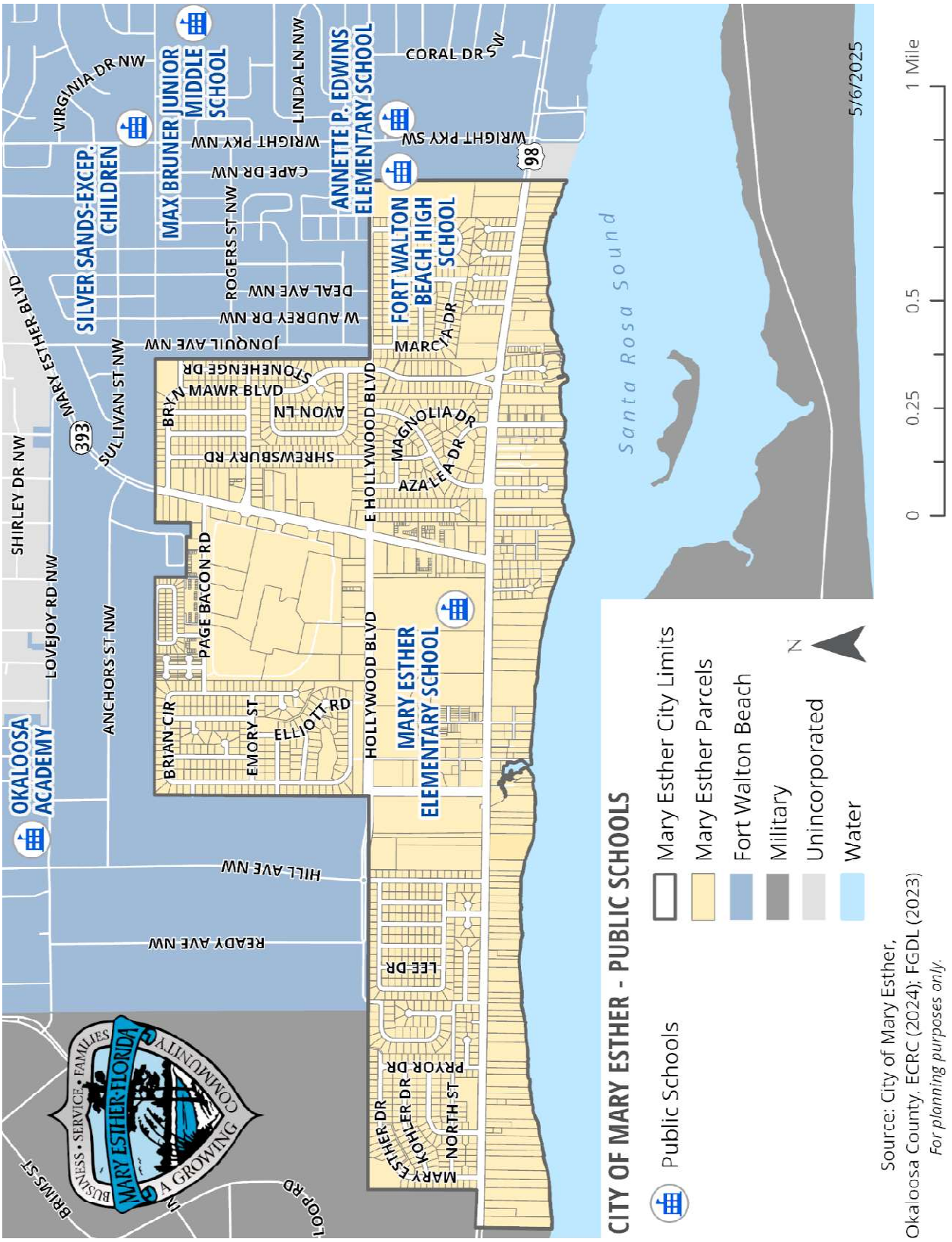
Map A:8 - City of Mary Esther - Hydrologic Soil Groups



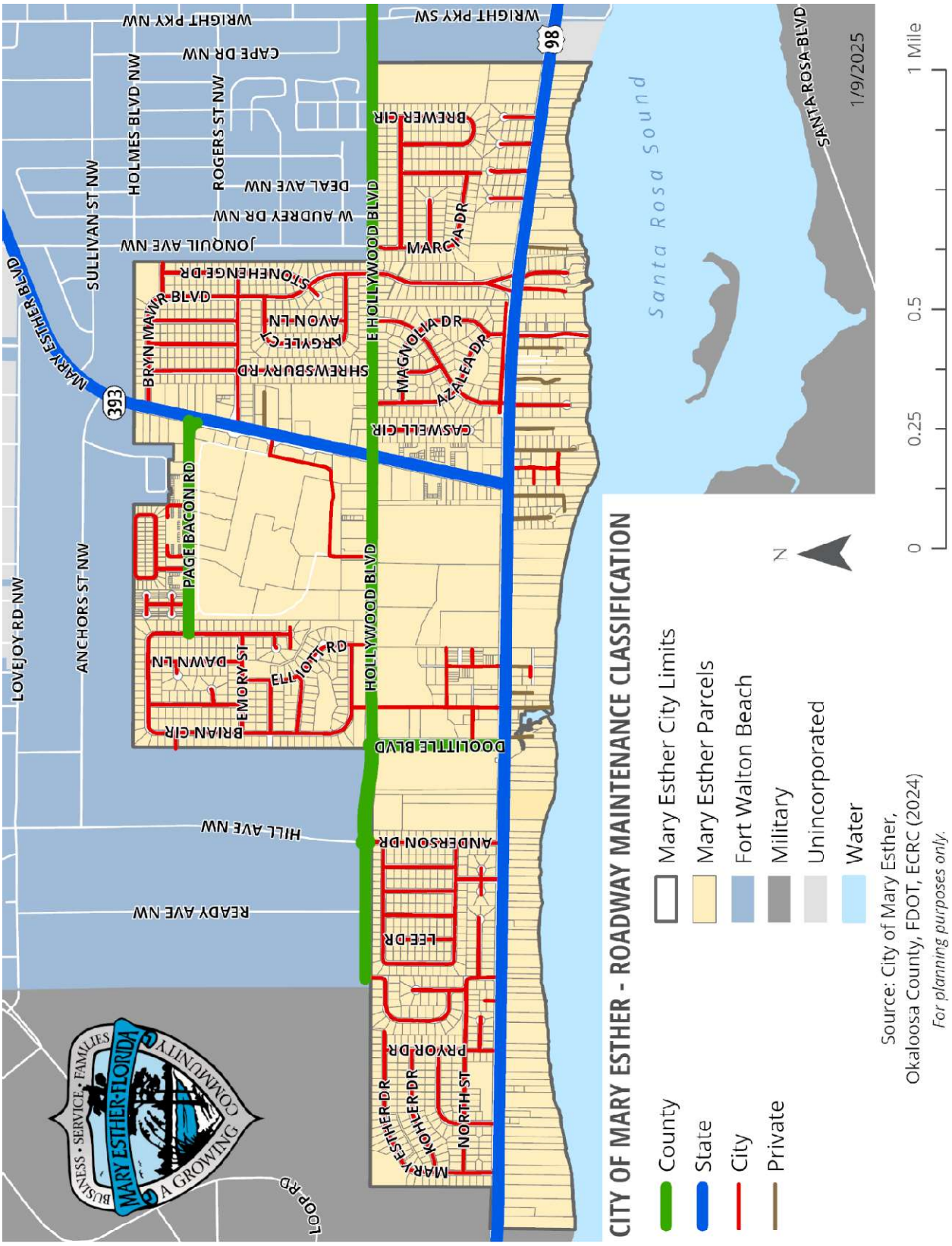
Map A:9 - City of Mary Esther - Historic Resources



Map A:10 - City of Mary Esther - Public Schools



Map B:1 - Roadway Maintenance Classification

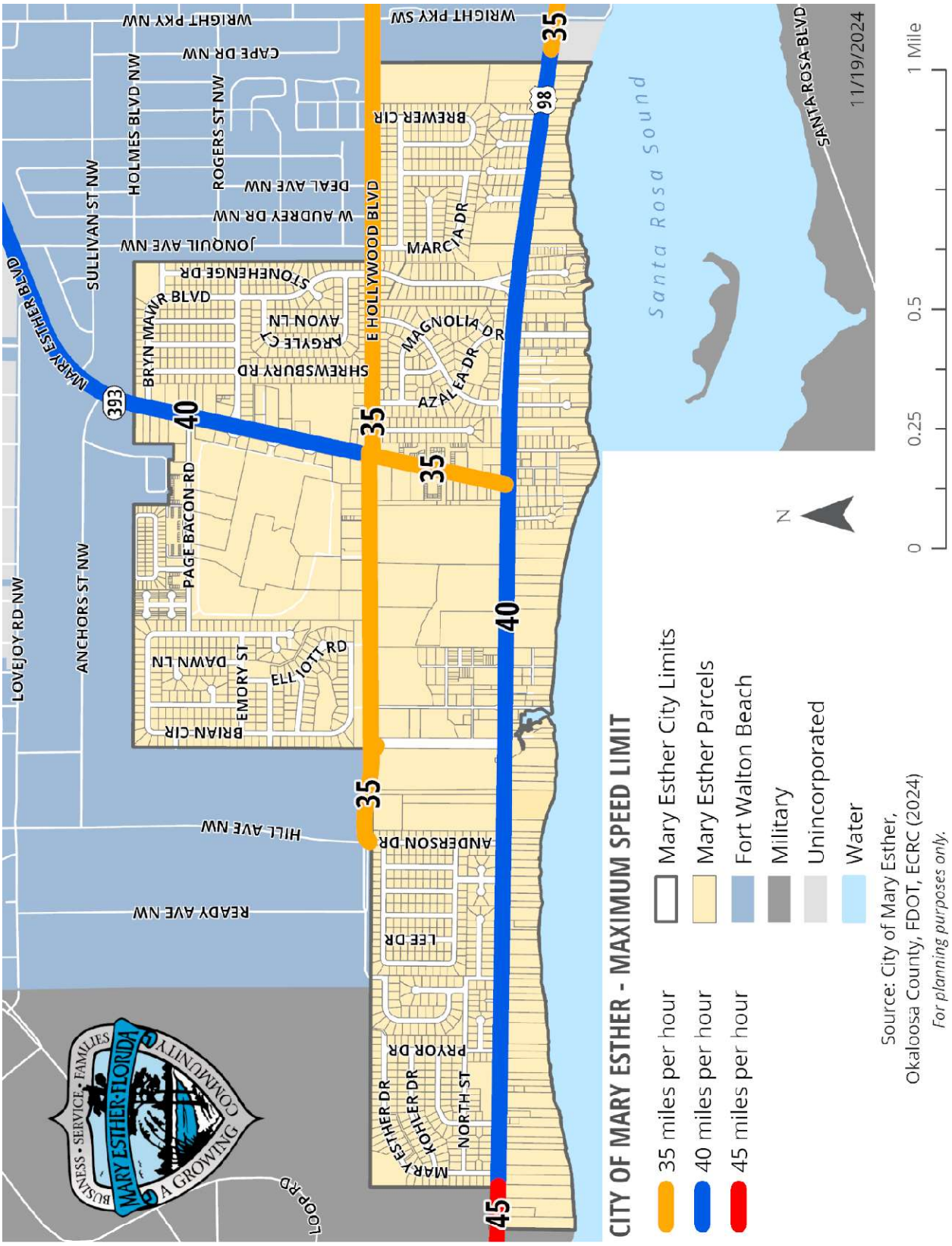


Map B:2 - Roadway Functional Classification

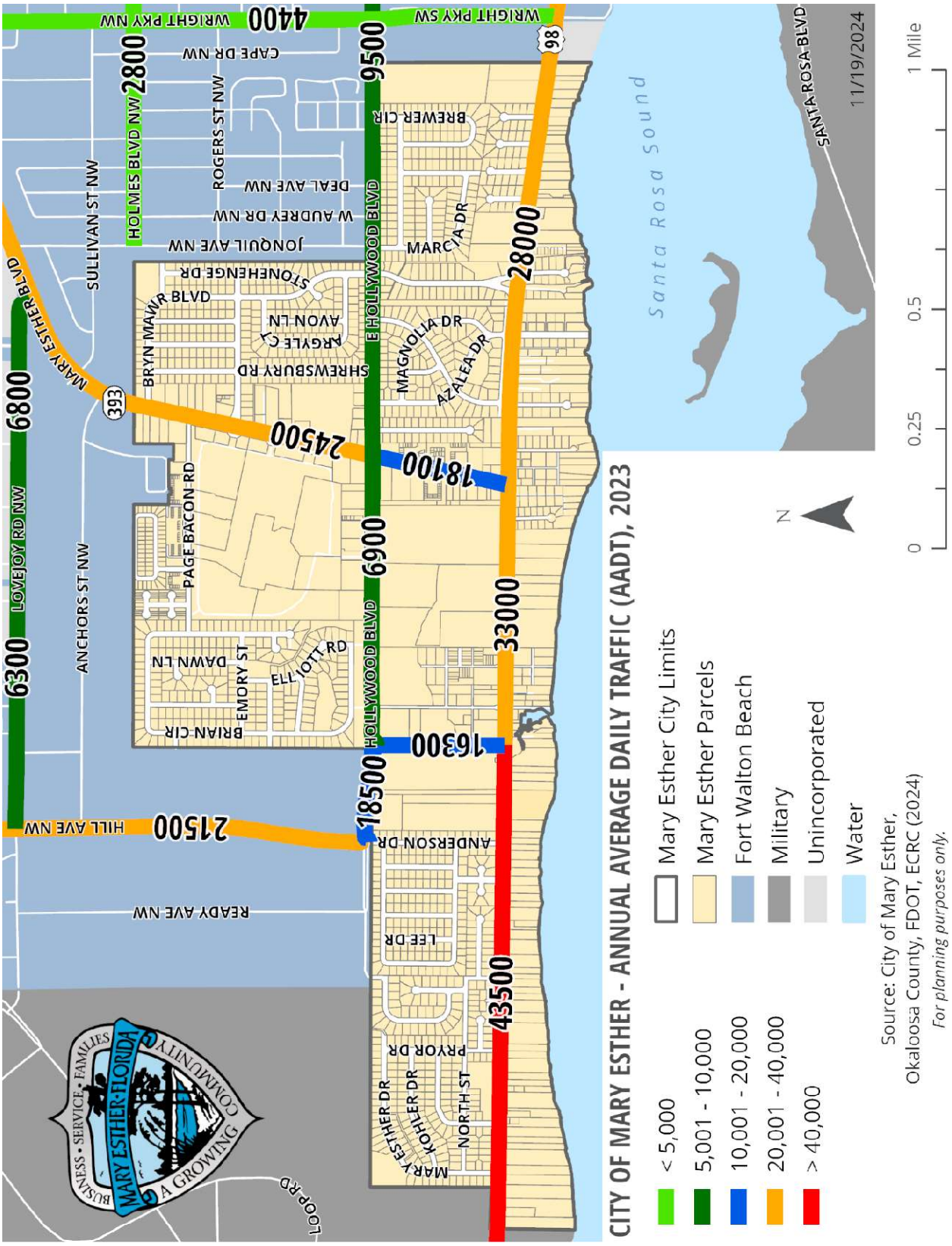
Map B:3 - Existing Level of Service (LOS)

Map B:4 - Existing Number of Lanes

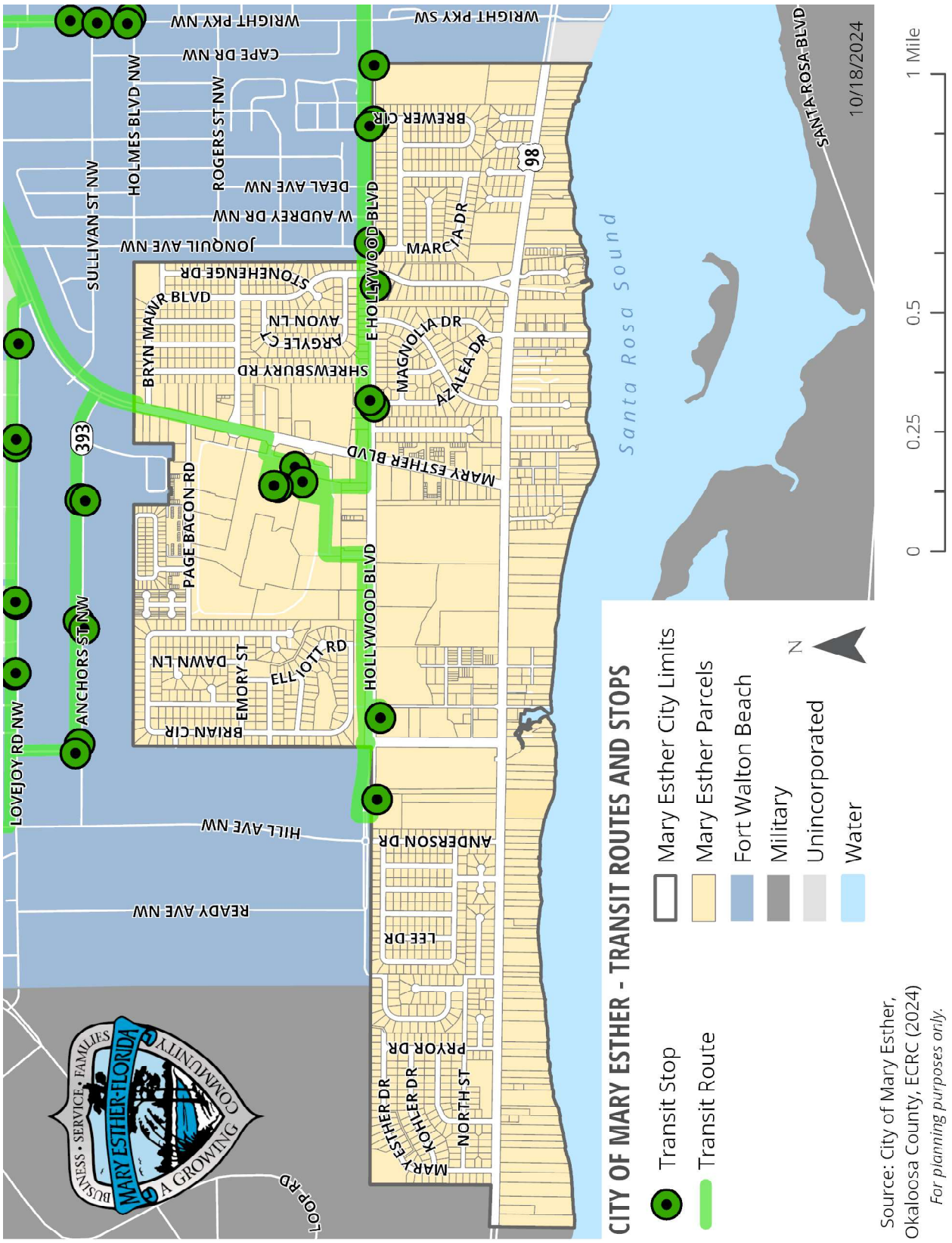
Map B:5 - Maximum Speed Limit



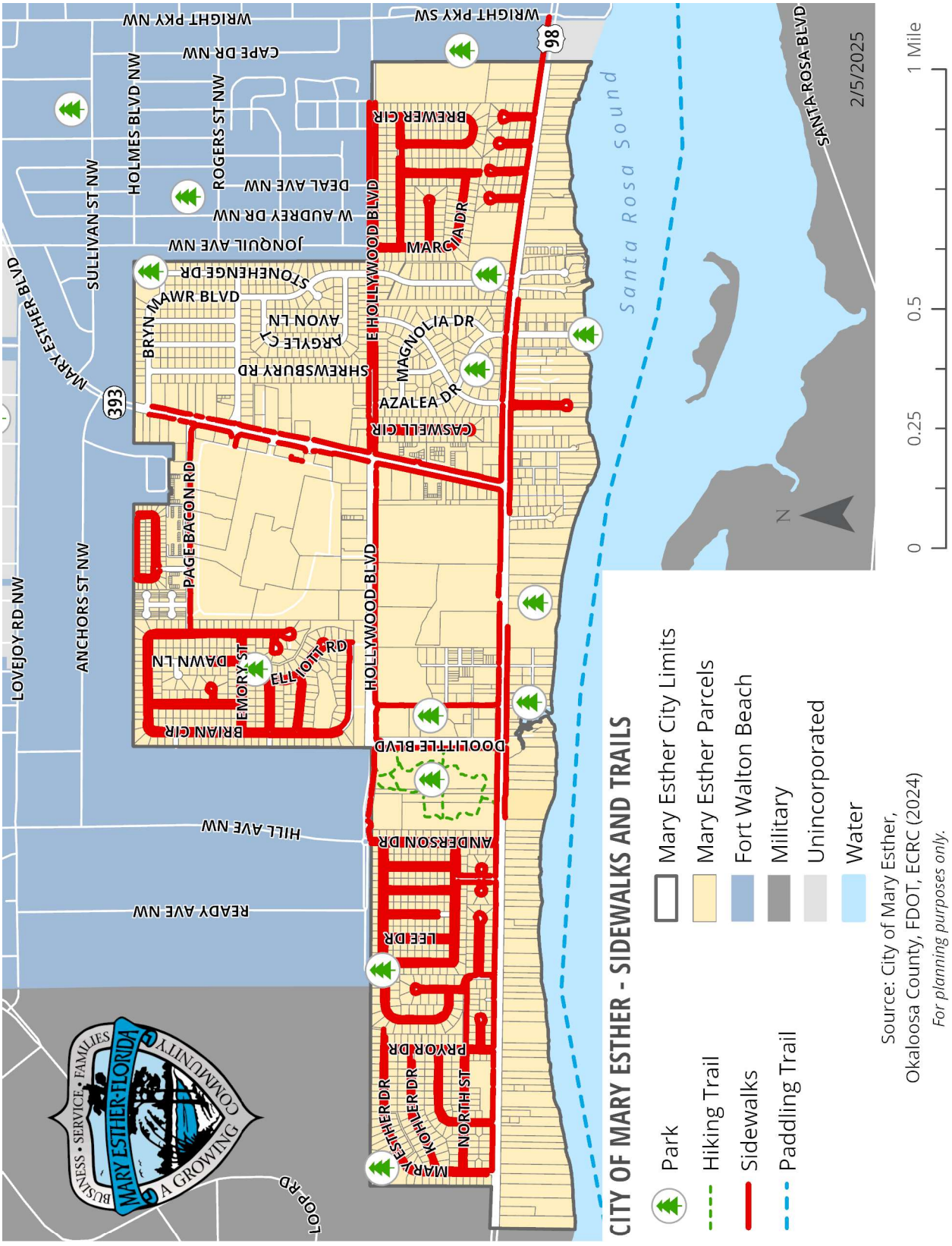
Map B:6 - Average Annual Daily Traffic



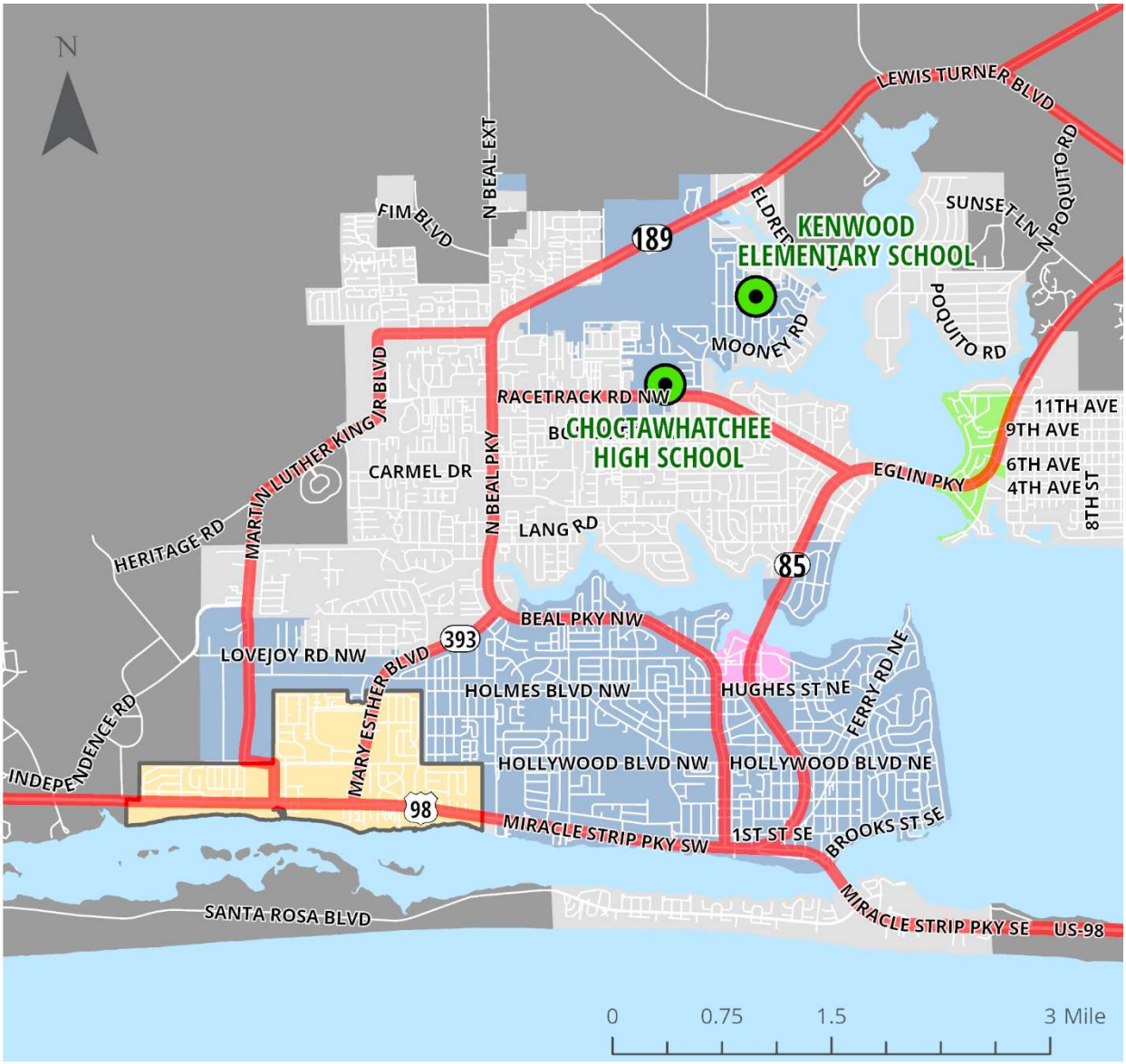
Map B:7 - Transit Routes and Stops



Map B:8 - Sidewalks and Trails



Map B:9 - Evacuation Routes and Shelters

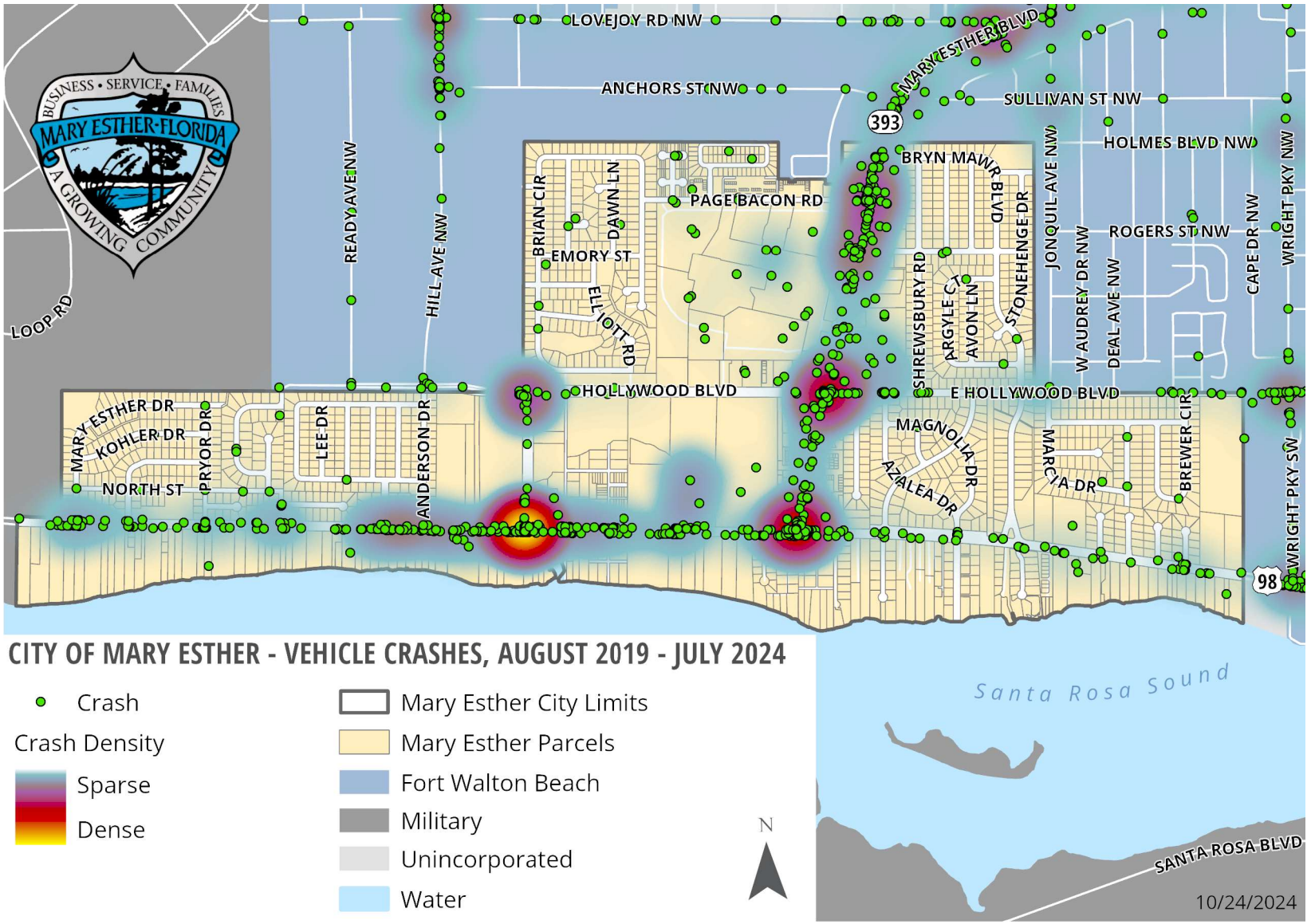


CITY OF MARY ESTHER - EVACUATION ROUTES AND SHELTERS

- Shelter
- Evacuation Route
- Mary Esther City Limits
- Shalimar
- Cinco Bayou
- Fort Walton Beach
- Military
- Unincorporated
- Water

Source: City of Mary Esther, Okaloosa County, ECRC (2024)

For planning purposes only.



CITY OF MARY ESTHER - VEHICLE CRASHES, AUGUST 2019 - JULY 2024

- Crash

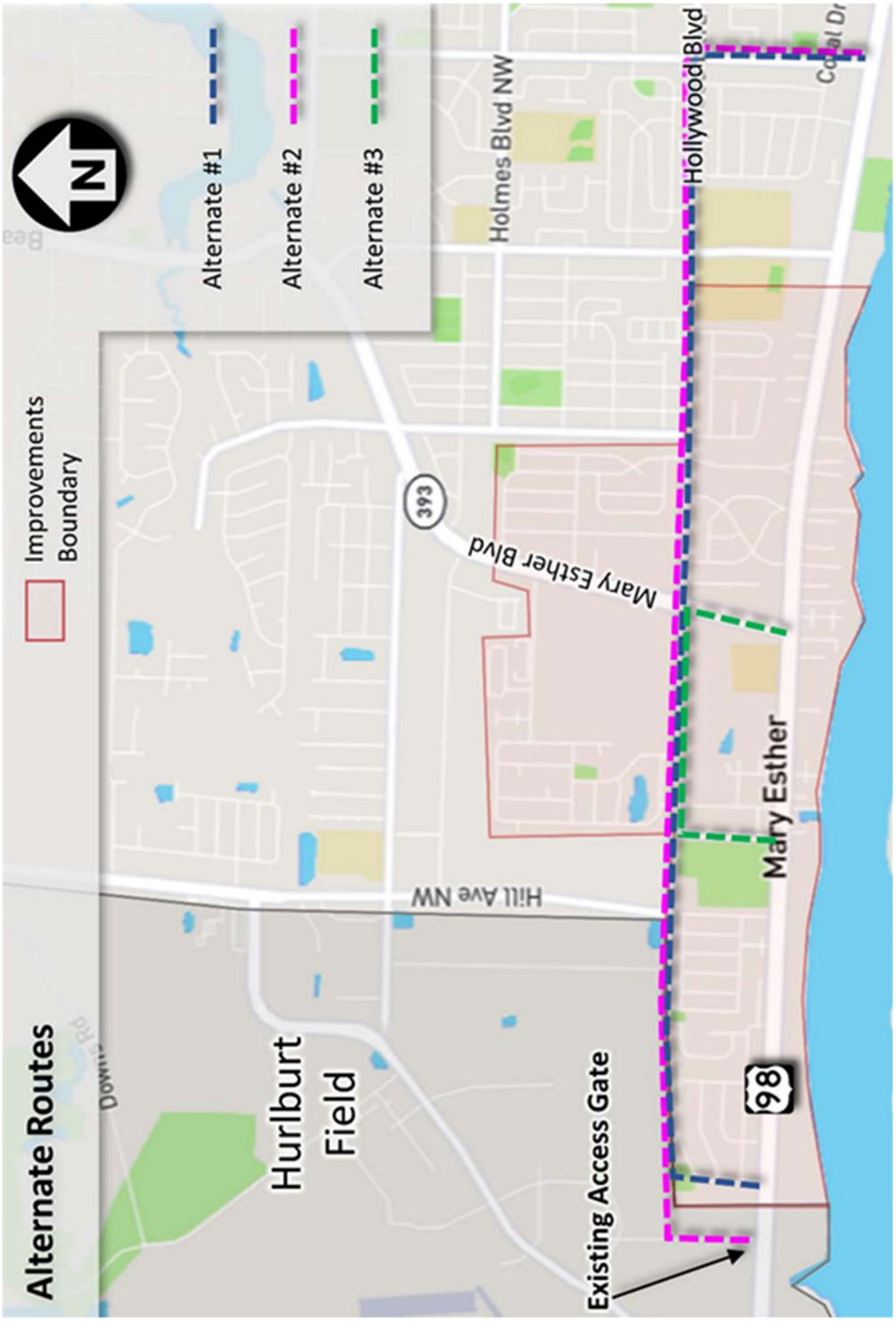
Crash Density
- Sparse
- Dense

- Mary Esther City Limits
- Mary Esther Parcels
- Fort Walton Beach
- Military
- Unincorporated
- Water

Source: City of Mary Esther, Okaloosa County, UF GeoPlan Signal Four Analytics, ECRC (2024)

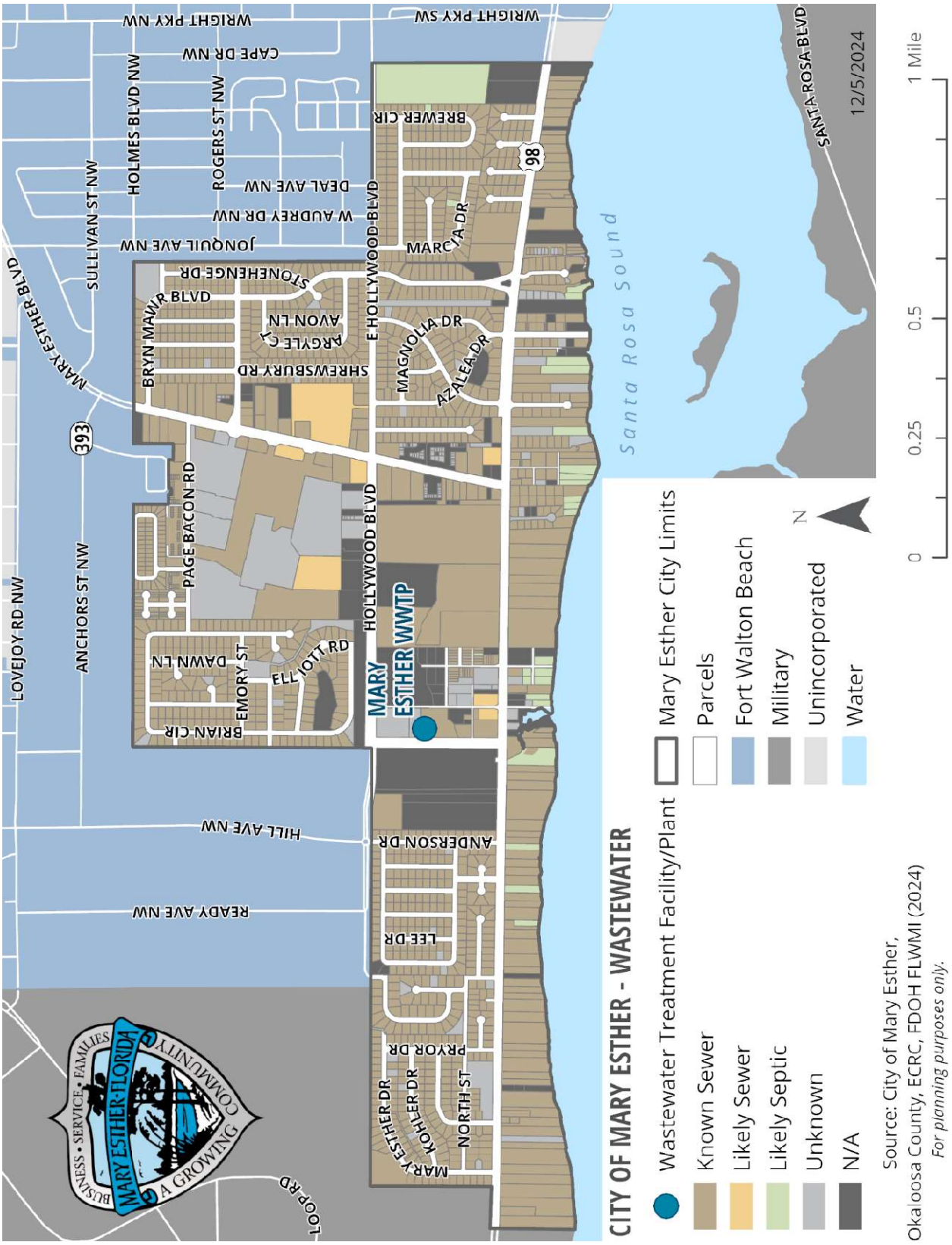
For planning purposes only.

Map B:11 - Alternate Routes

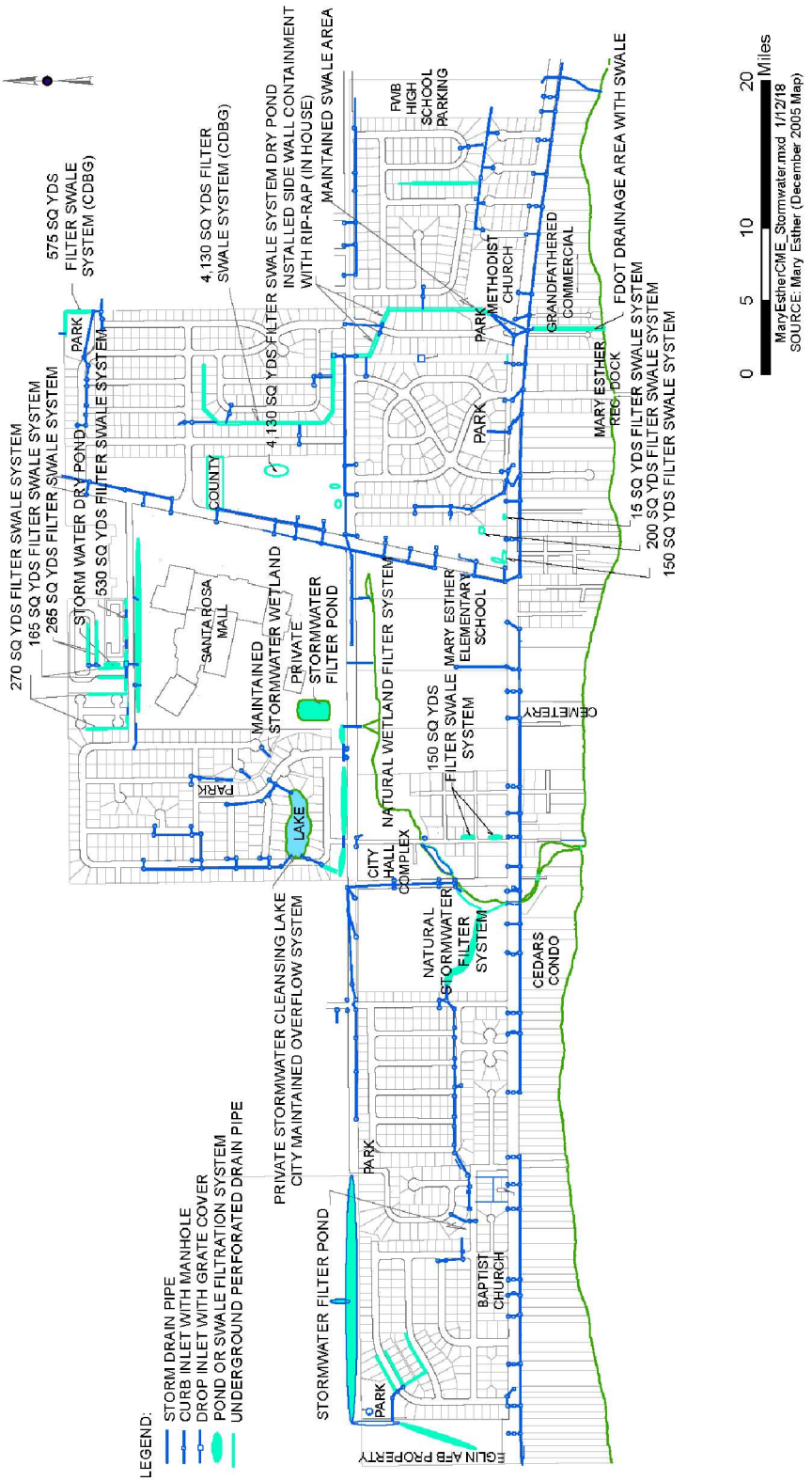


Source: *City of Mary Esther Vision Plan, 2023*

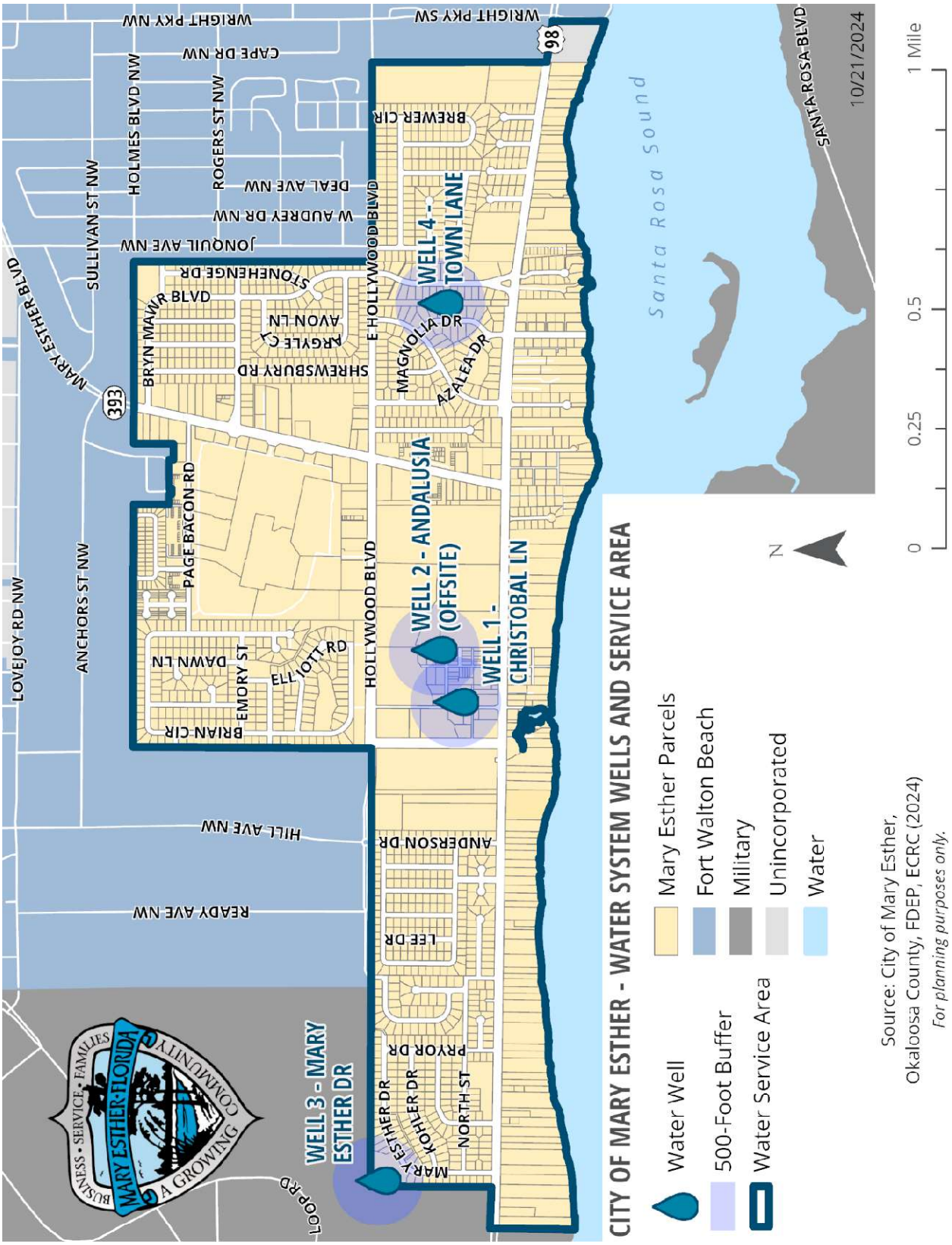
Map D:12 - Wastewater

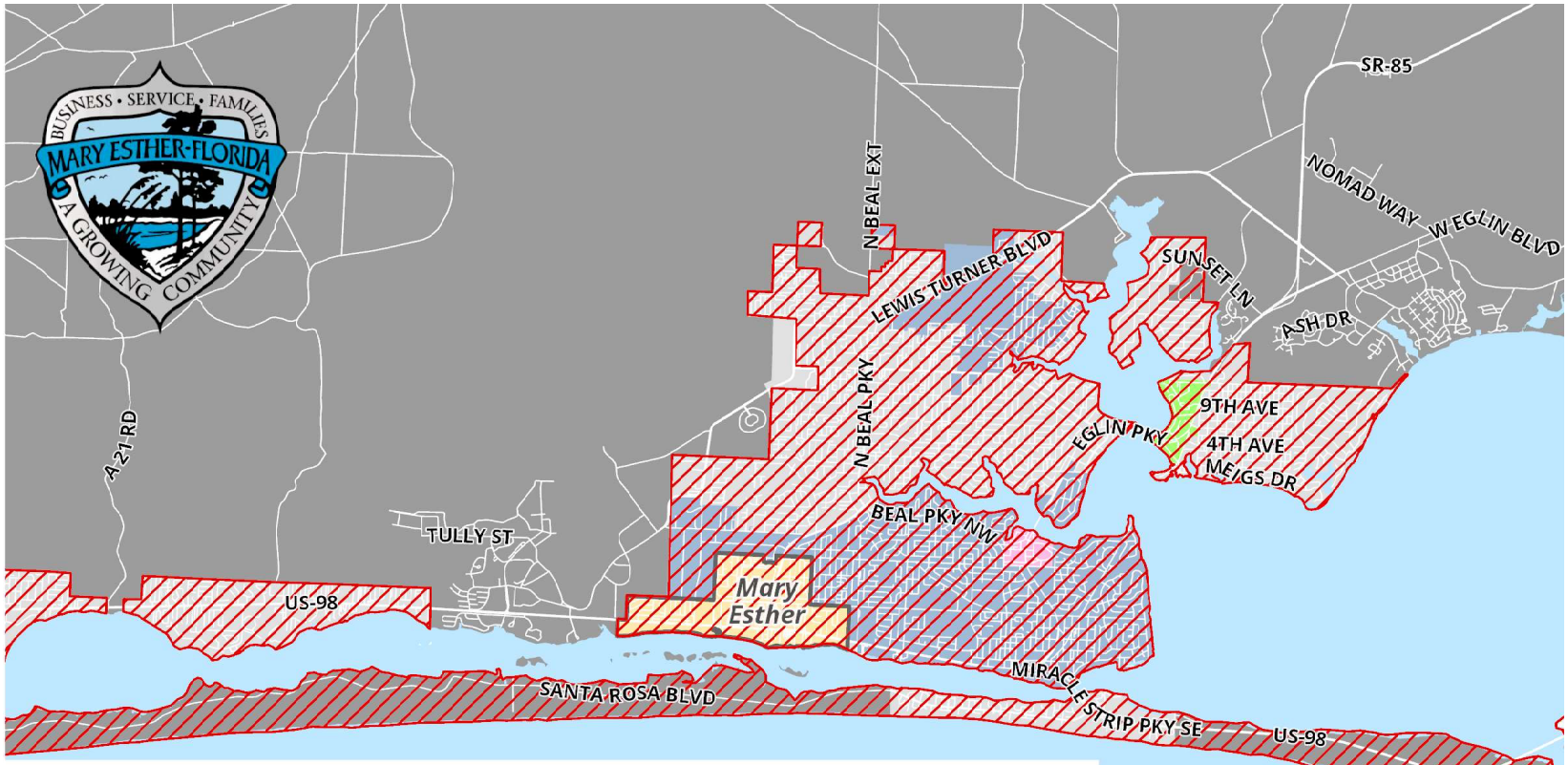


Map D:13 - Stormwater Drainage System



Map D:14 - Water System Wells and Service Area





CITY OF MARY ESTHER - WATER RESOURCE CAUTION AREA

- Water Resource Caution Area
- Mary Esther City Limits
- Shalimar
- Cinco Bayou
- Fort Walton Beach
- Military
- Unincorporated
- Water

N

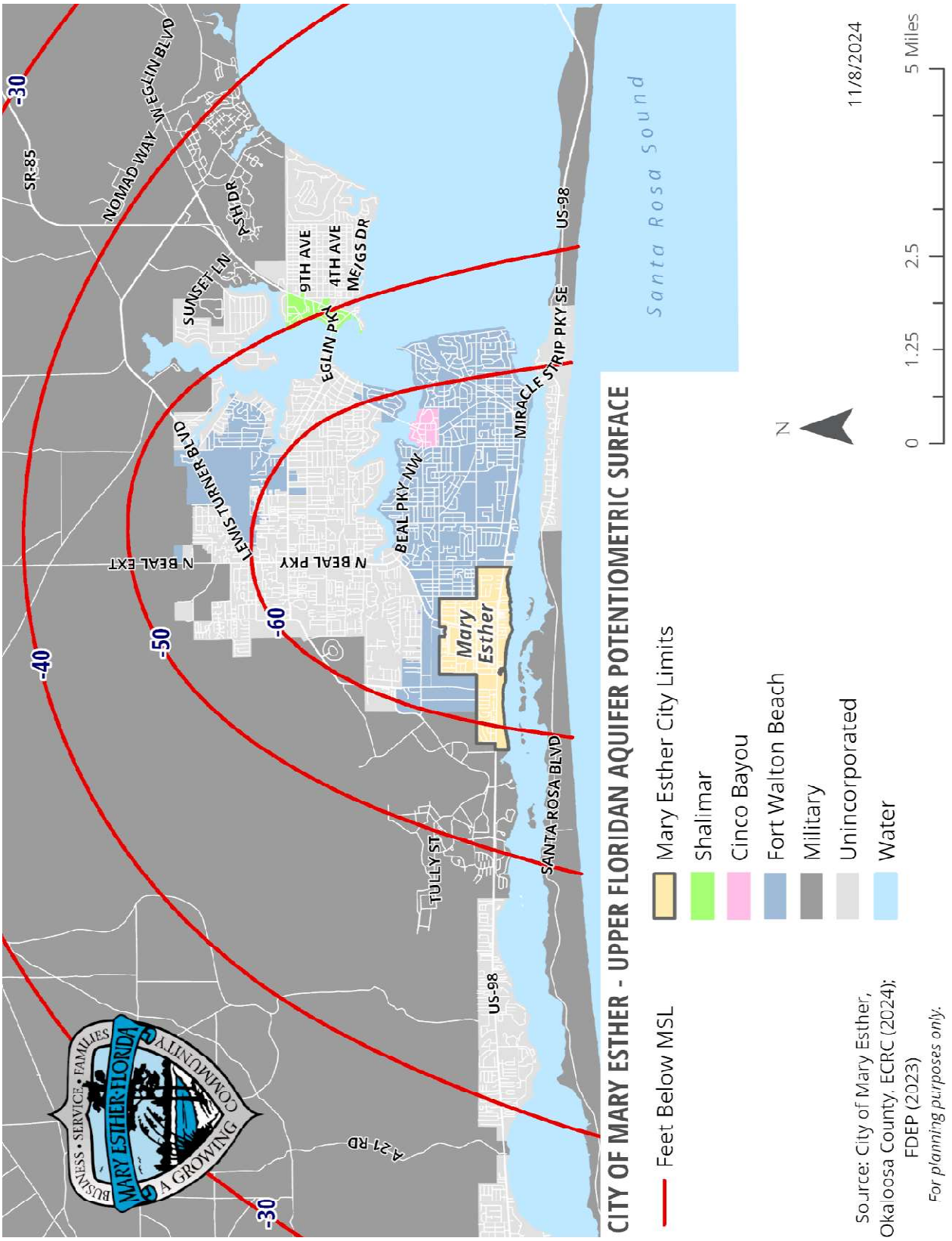
12/5/2024

0 1.25 2.5 5 Miles

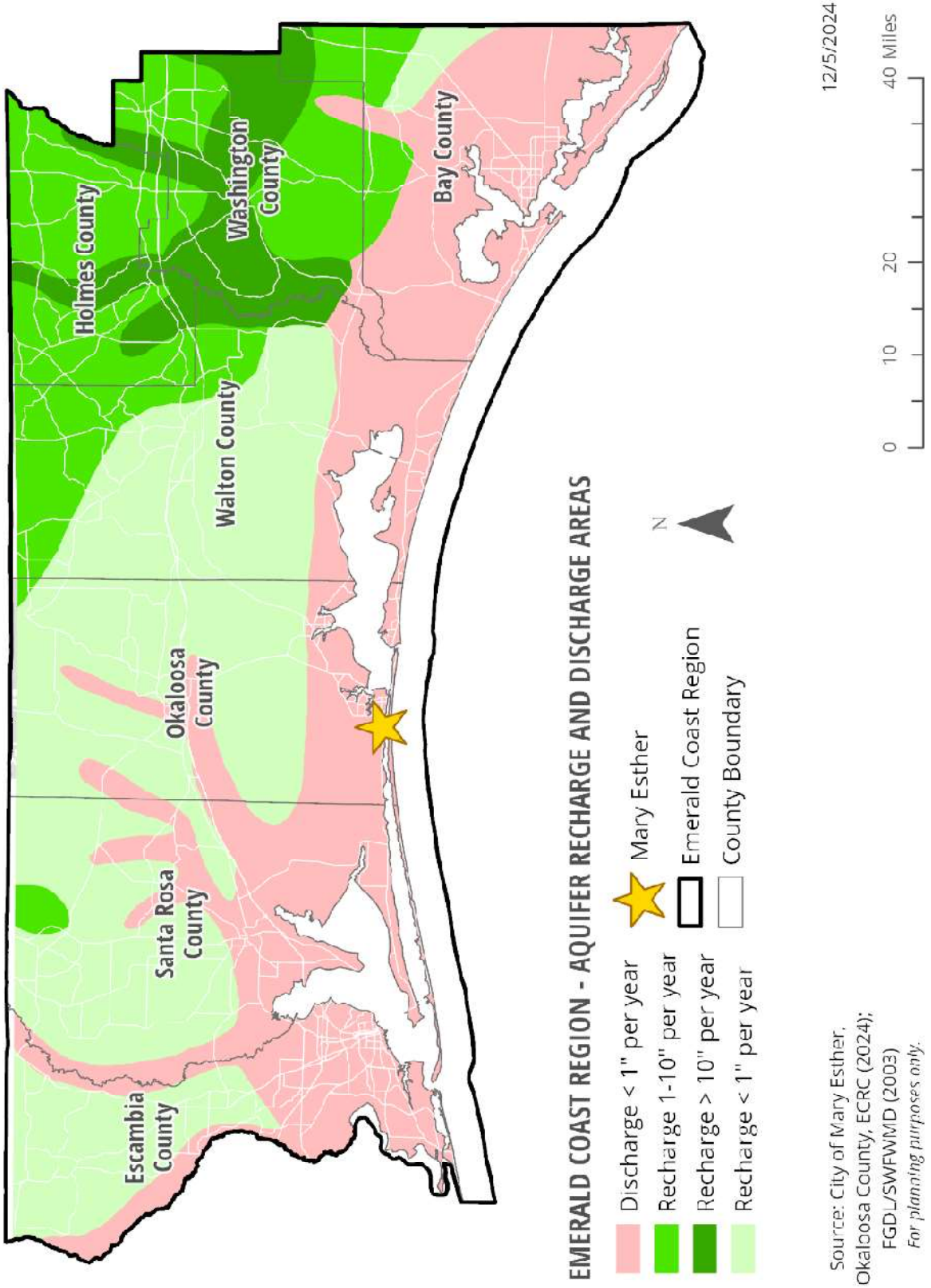
Source: City of Mary Esther, Okaloosa County, ECRC (2024); NWFWMD (2023)

For planning purposes only.

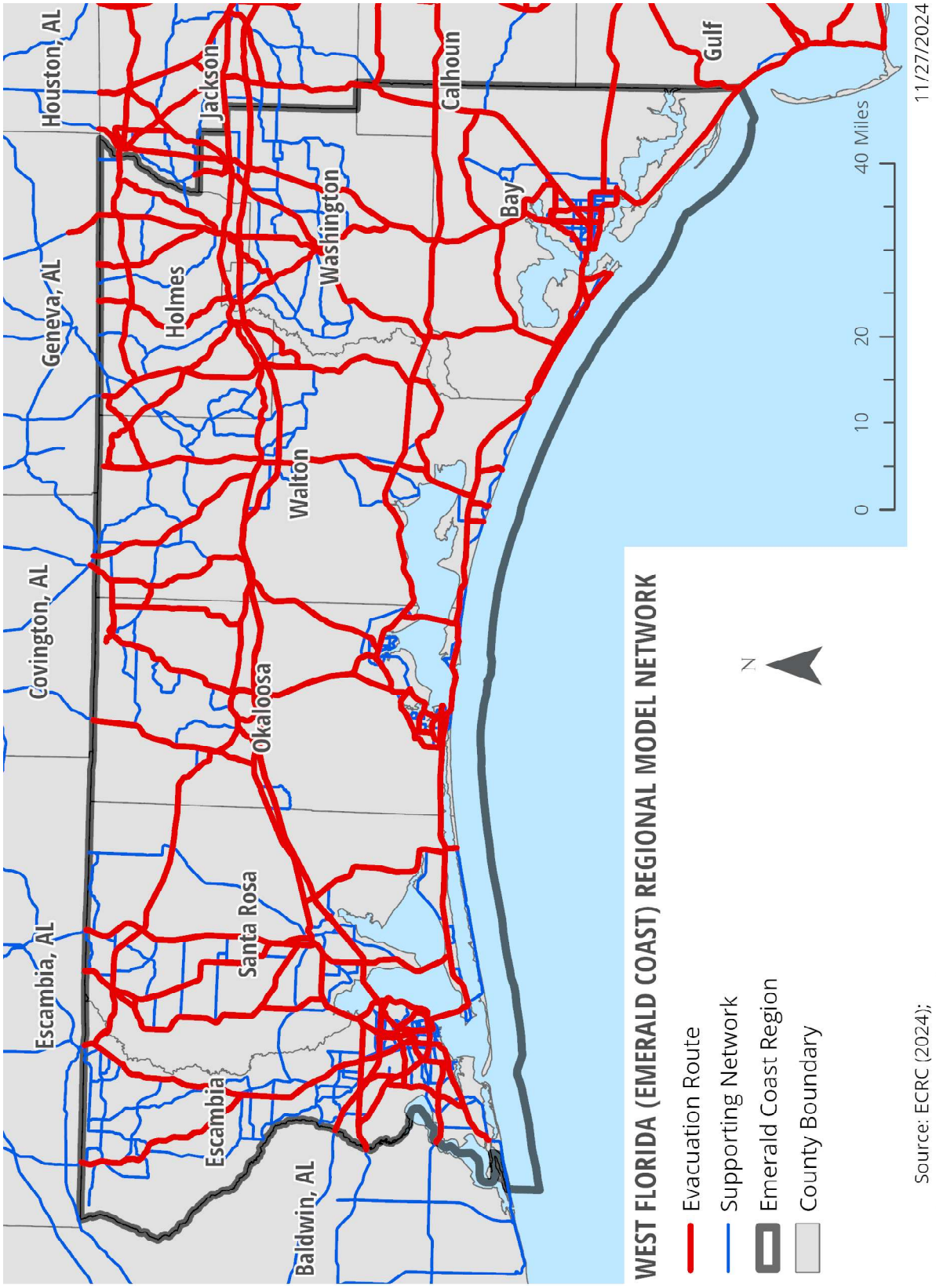
Map D:16 - Upper Floridan Aquifer Potentiometric Surface



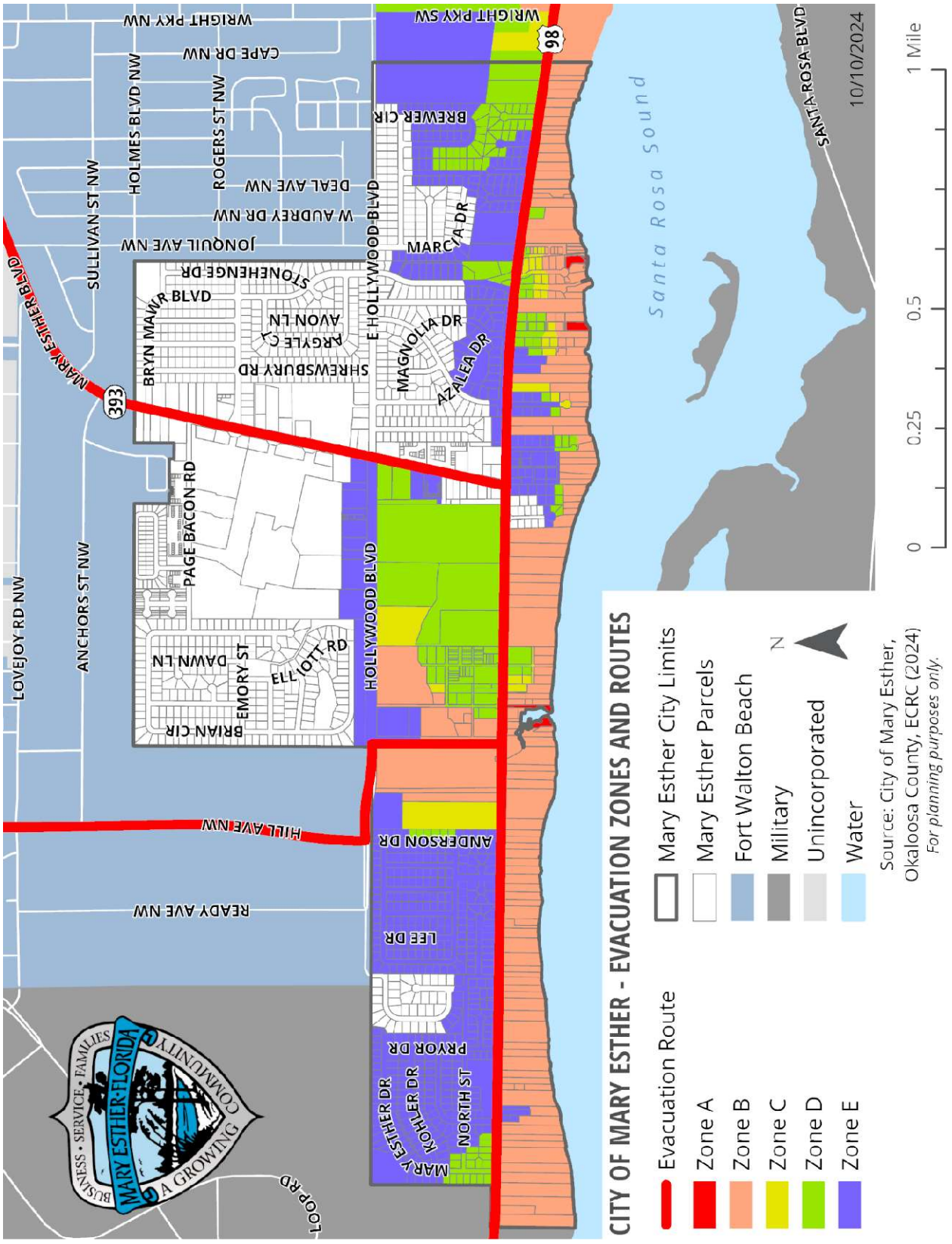
Map D:17 - Aquifer Recharge and Discharge Areas



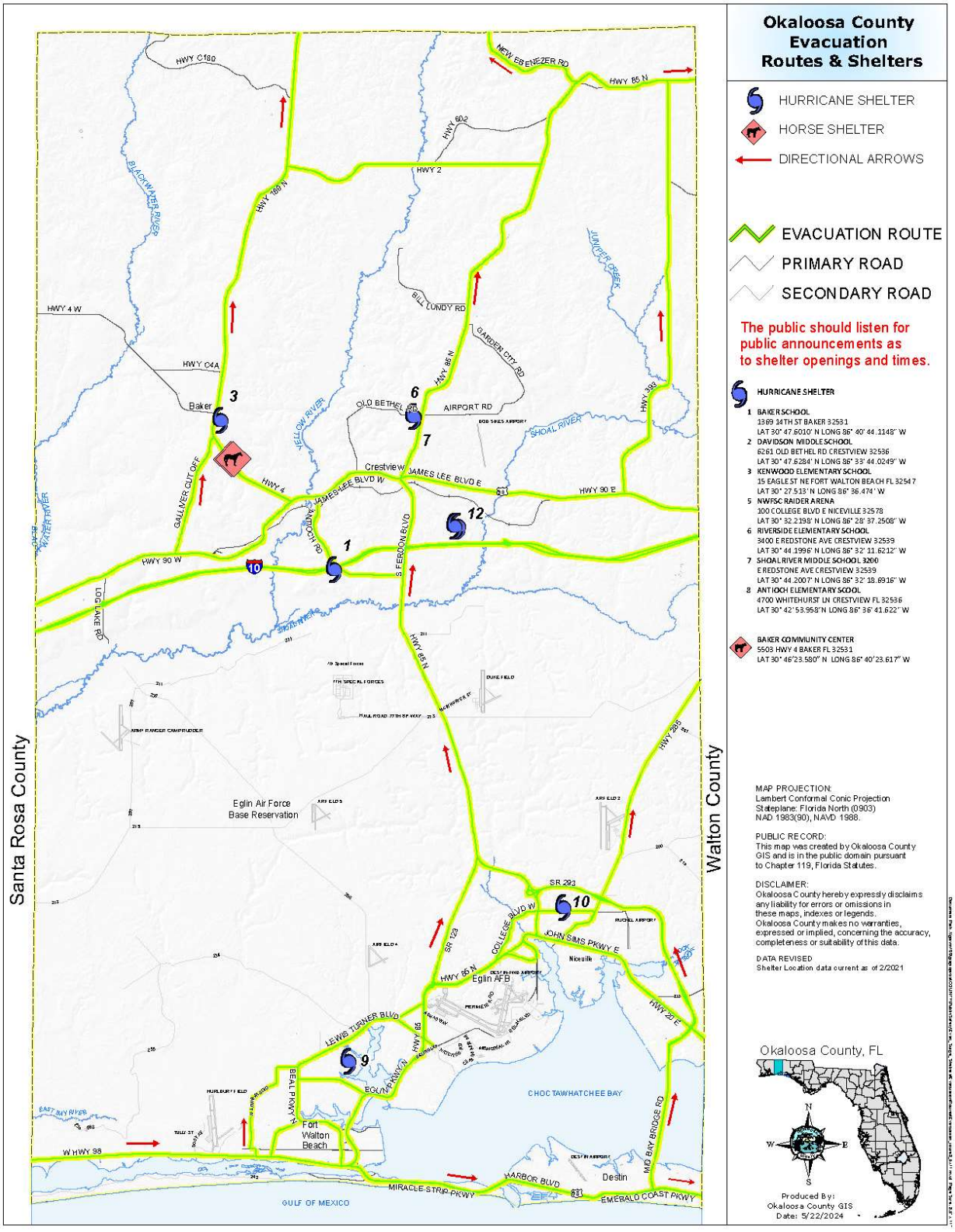
Map E:18: West Florida Regional Model Network



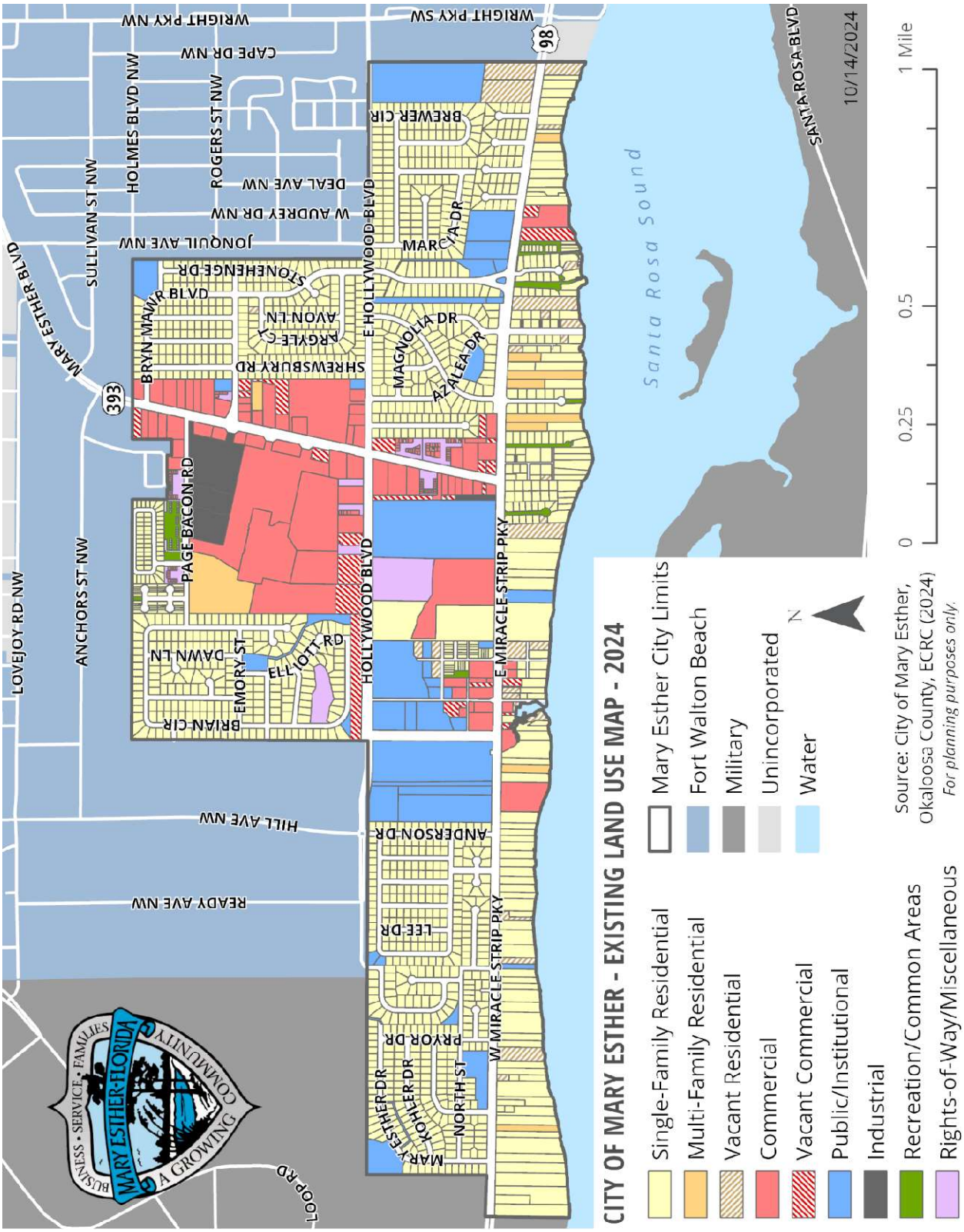
Map E:19: Evacuation Zones



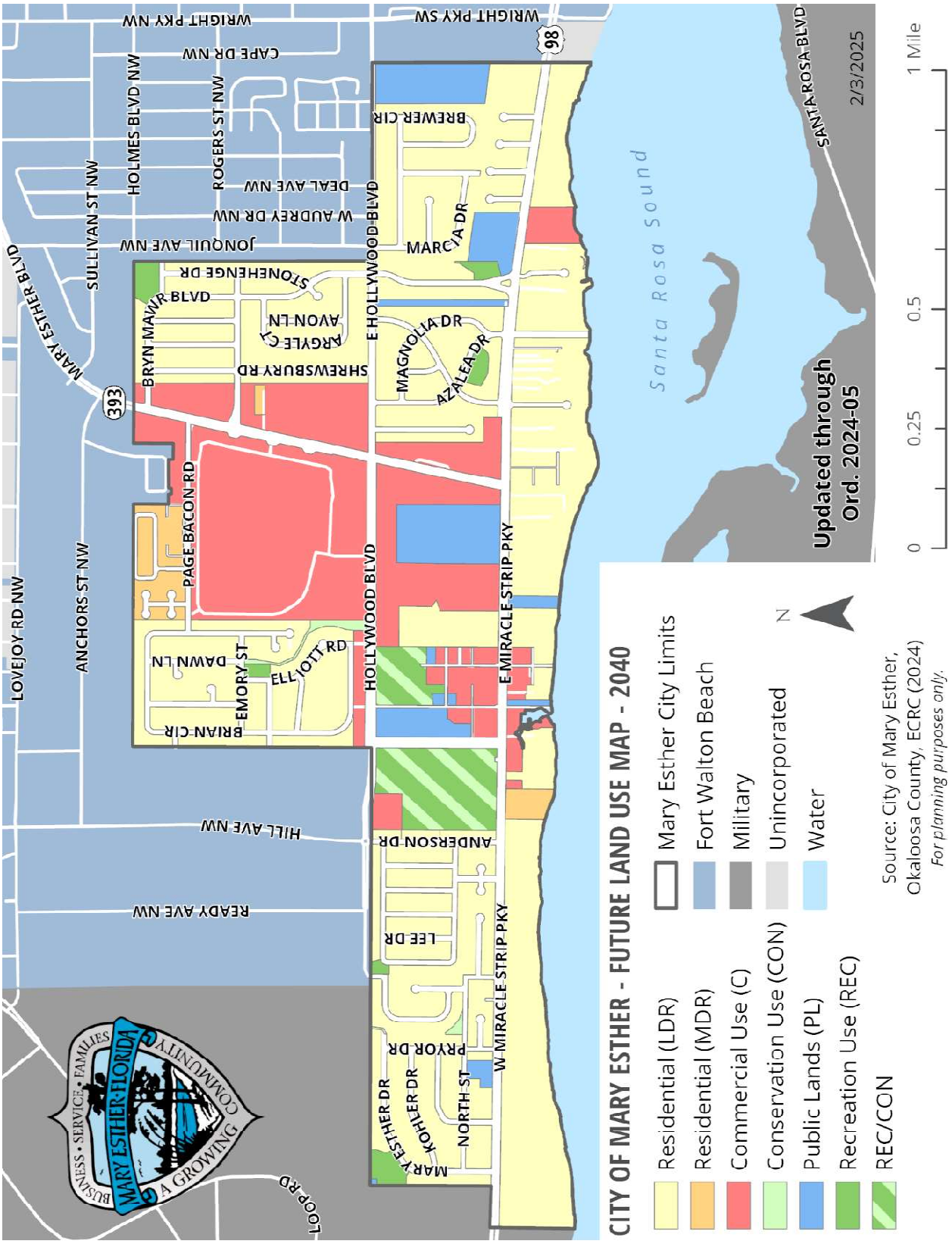
Map E:20: Okaloosa County Evacuation Routes & Shelters



Map E:21: Existing Land Use & Undeveloped Areas

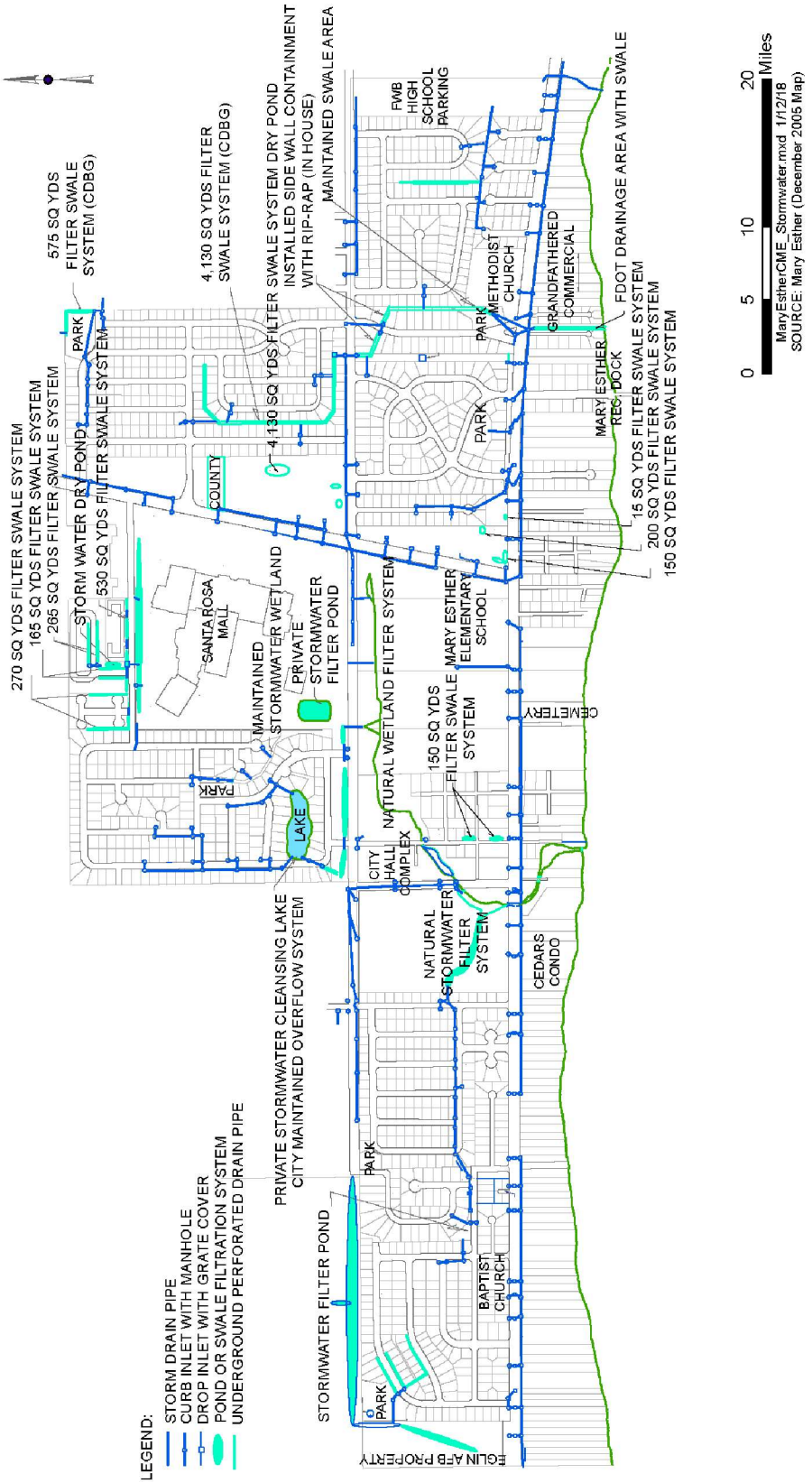


Map E:22: Future Land Use



Map E:23: Environmentally Sensitive Areas (Wetlands)

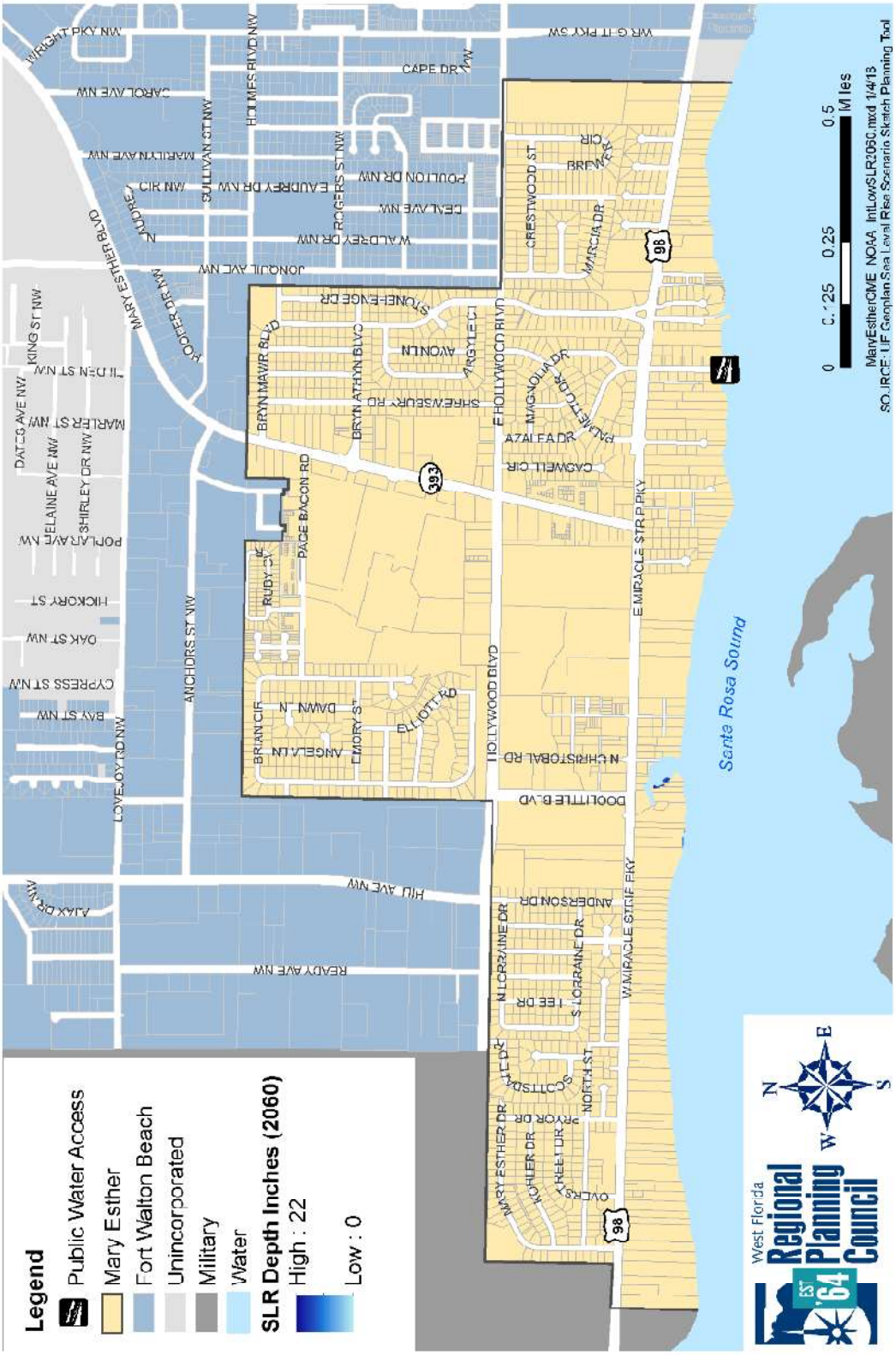
Map E:24: Stormwater Infrastructure



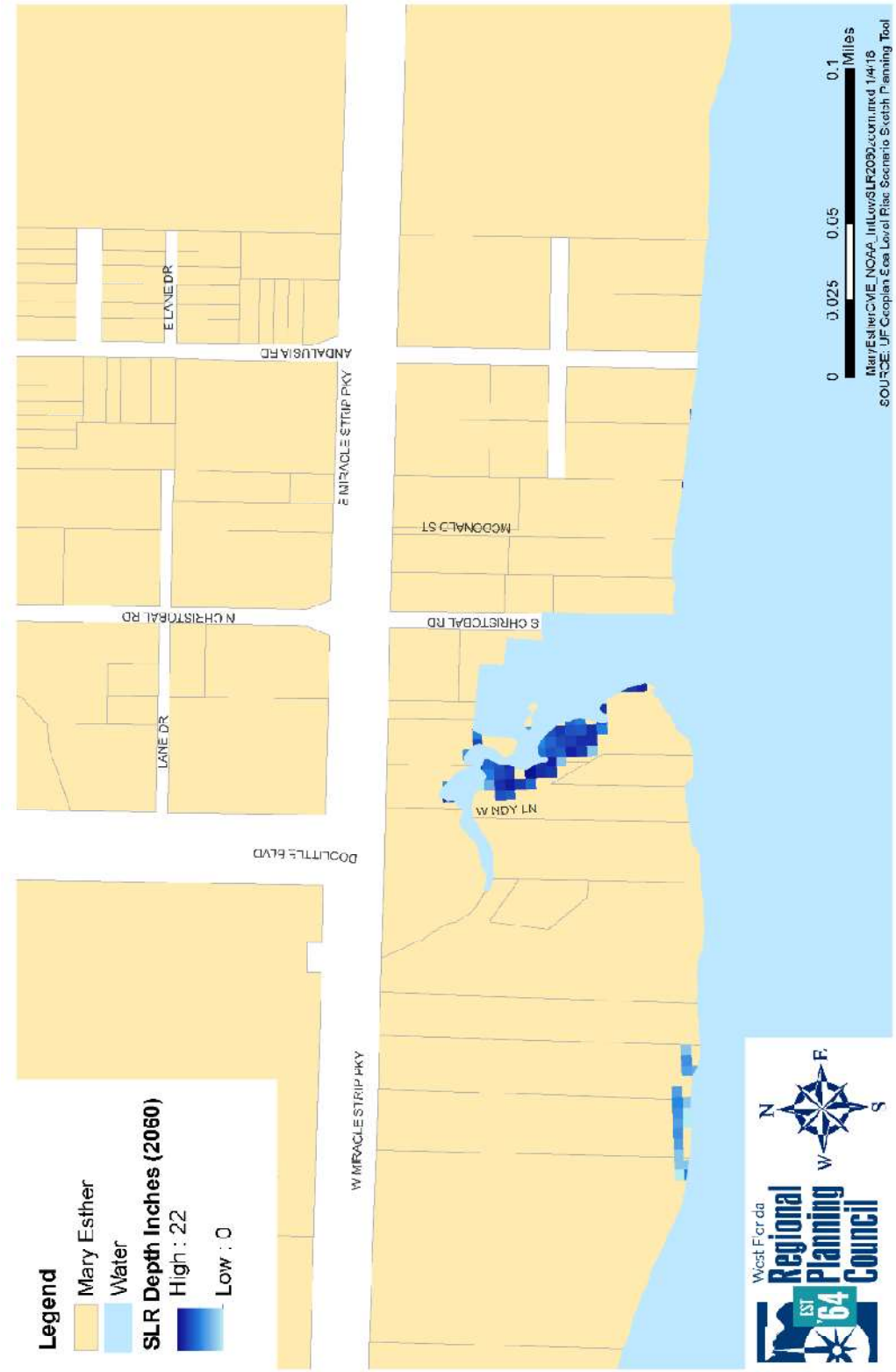
Map E:25: FEMA Flood Zones

Map E:26: Storm Surge Zones and Coastal High Hazard Area (CHHA)

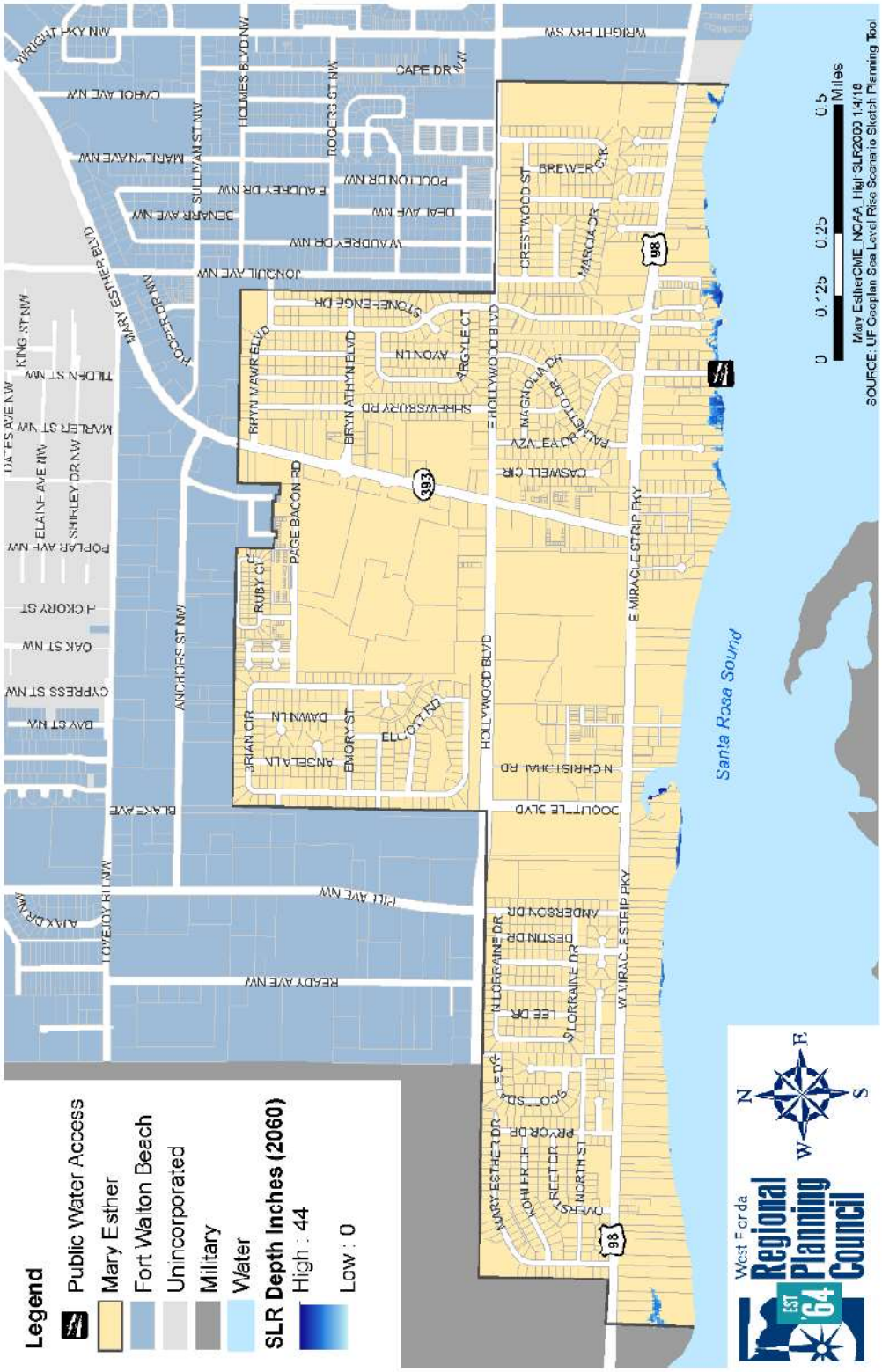
Map E:27: 2060 Sea Level Rise (NOAA Intermediate Low) (Mary Esther)



Map E:28: 2060 Sea Level Rise (NOAA Intermediate Low) (Christobal Rd)

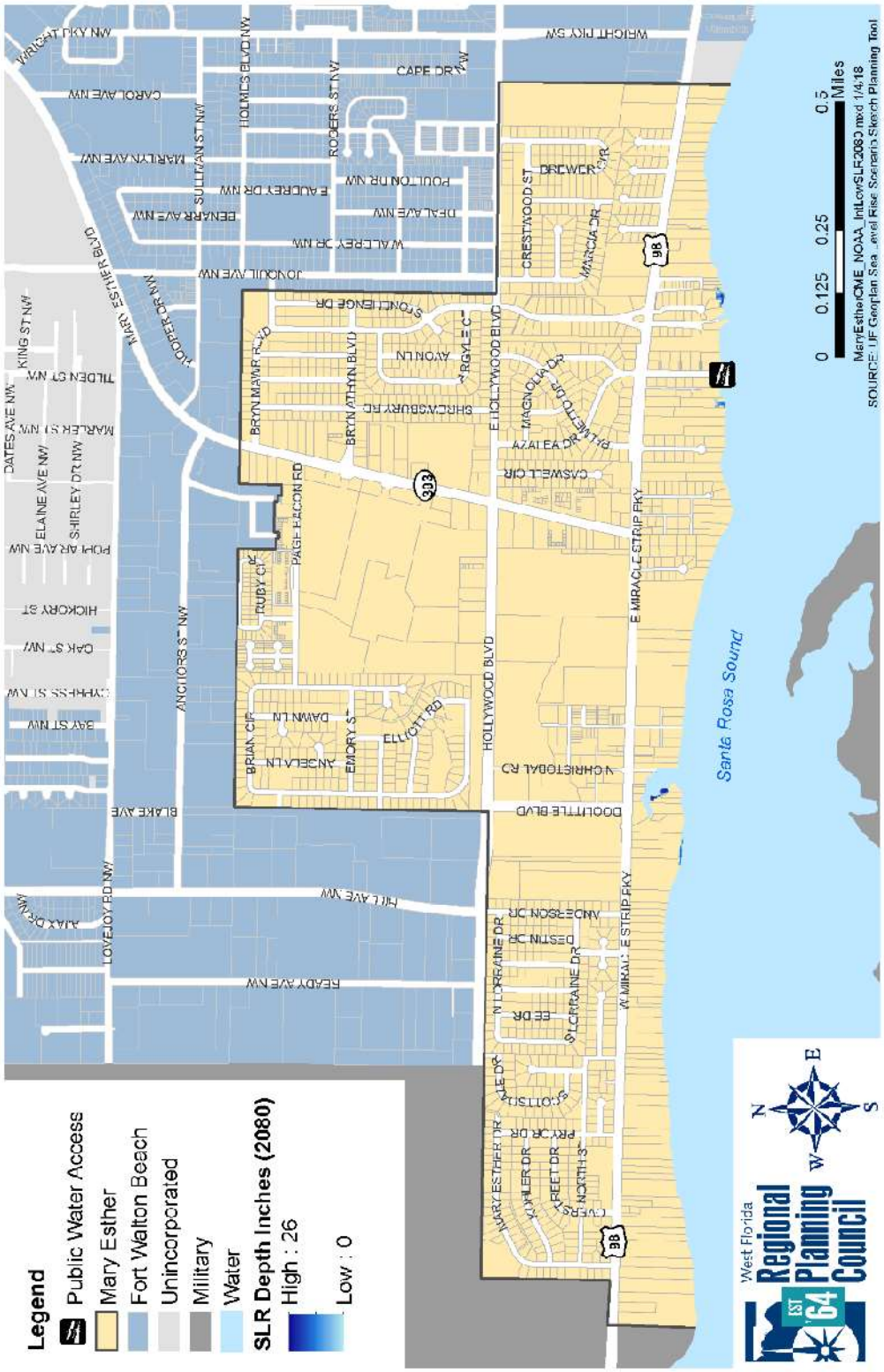


Map E:29: 2060 Sea Level Rise (NOAA High) (Mary Esther)

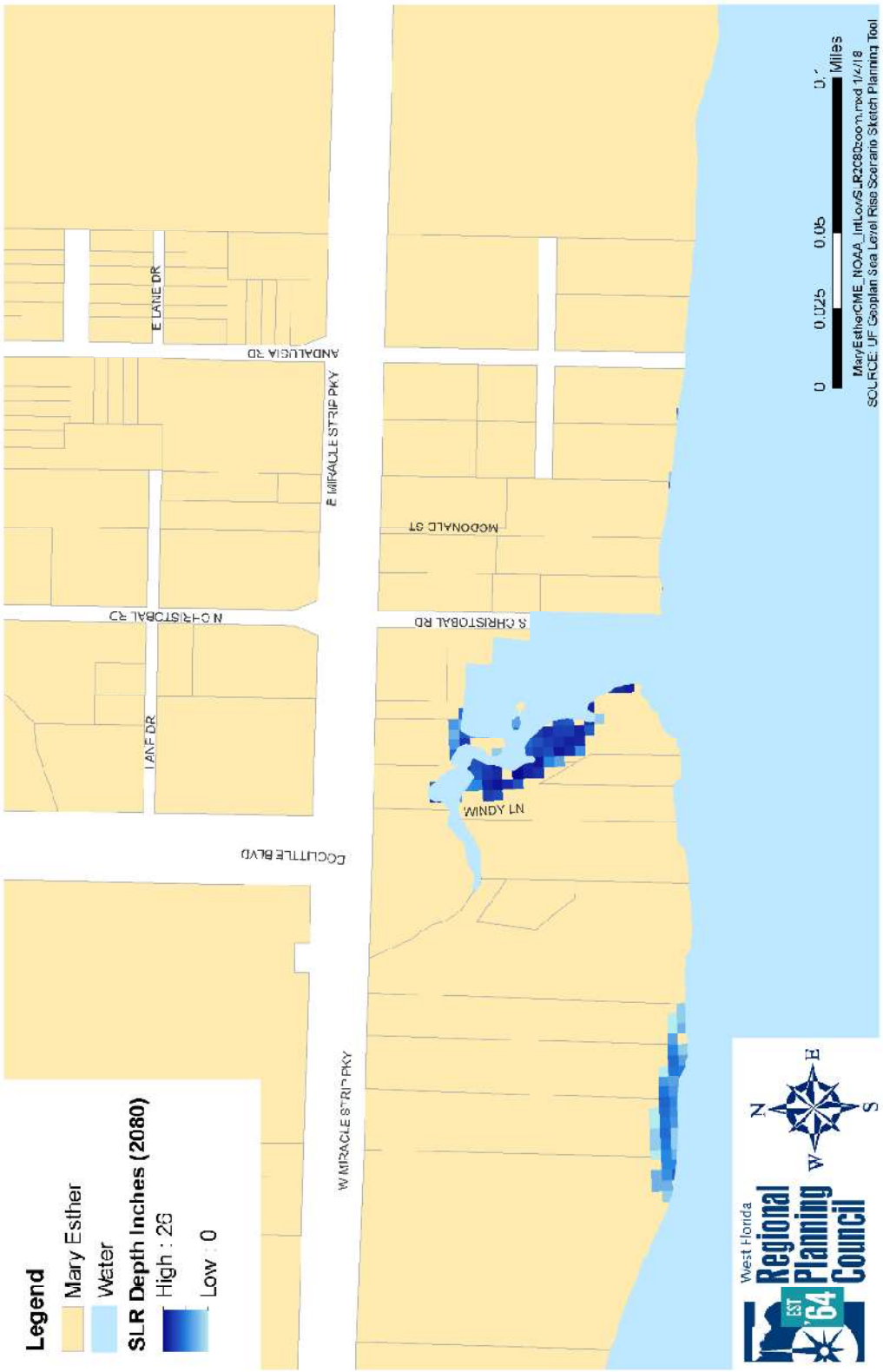


Map E:30: 2060 Sea Level Rise (NOAA High) (Misty Water Ln)

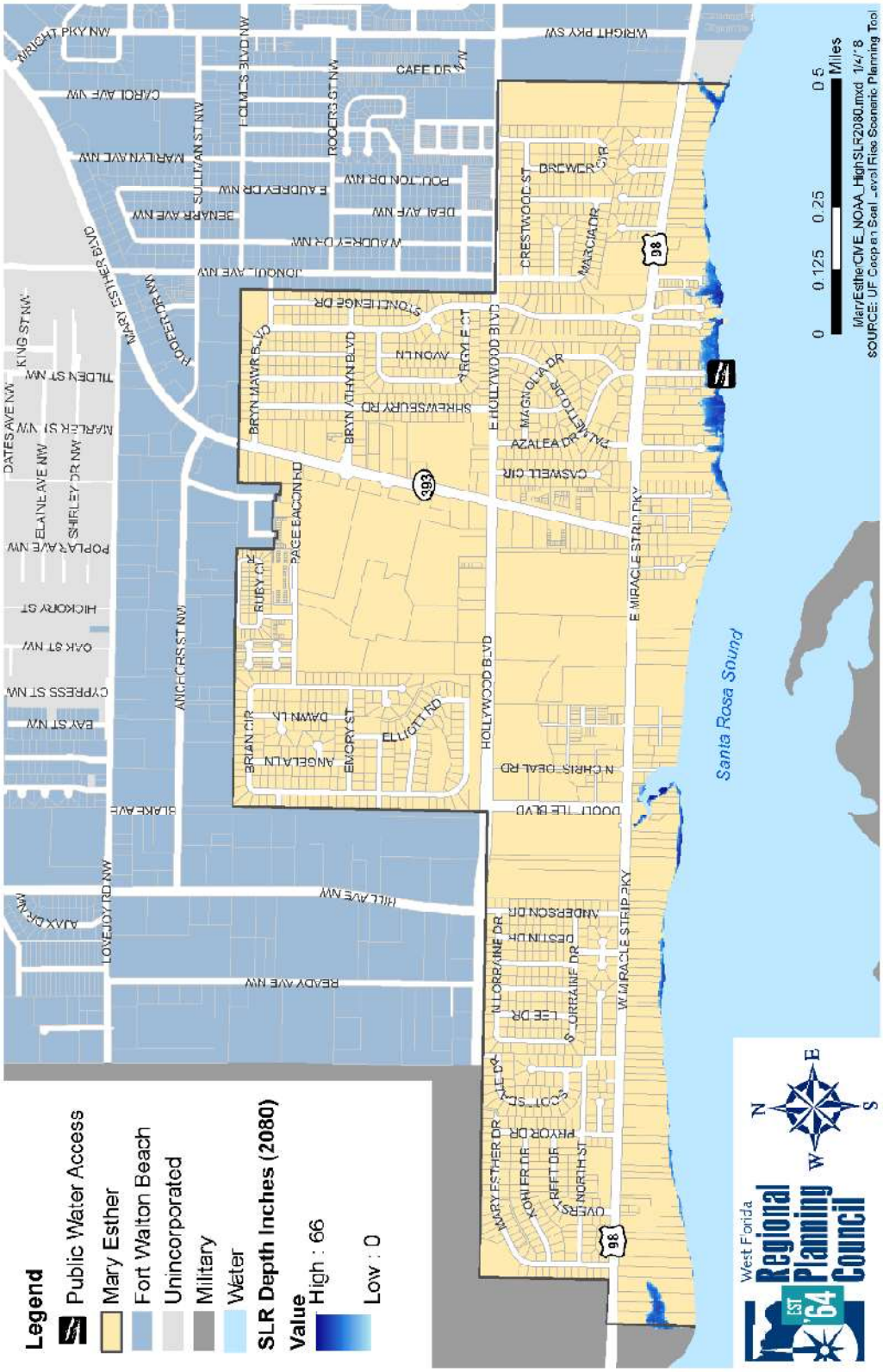
Map E:31: 2080 Sea Level Rise (NOAA Intermediate Low) (Mary Esther)



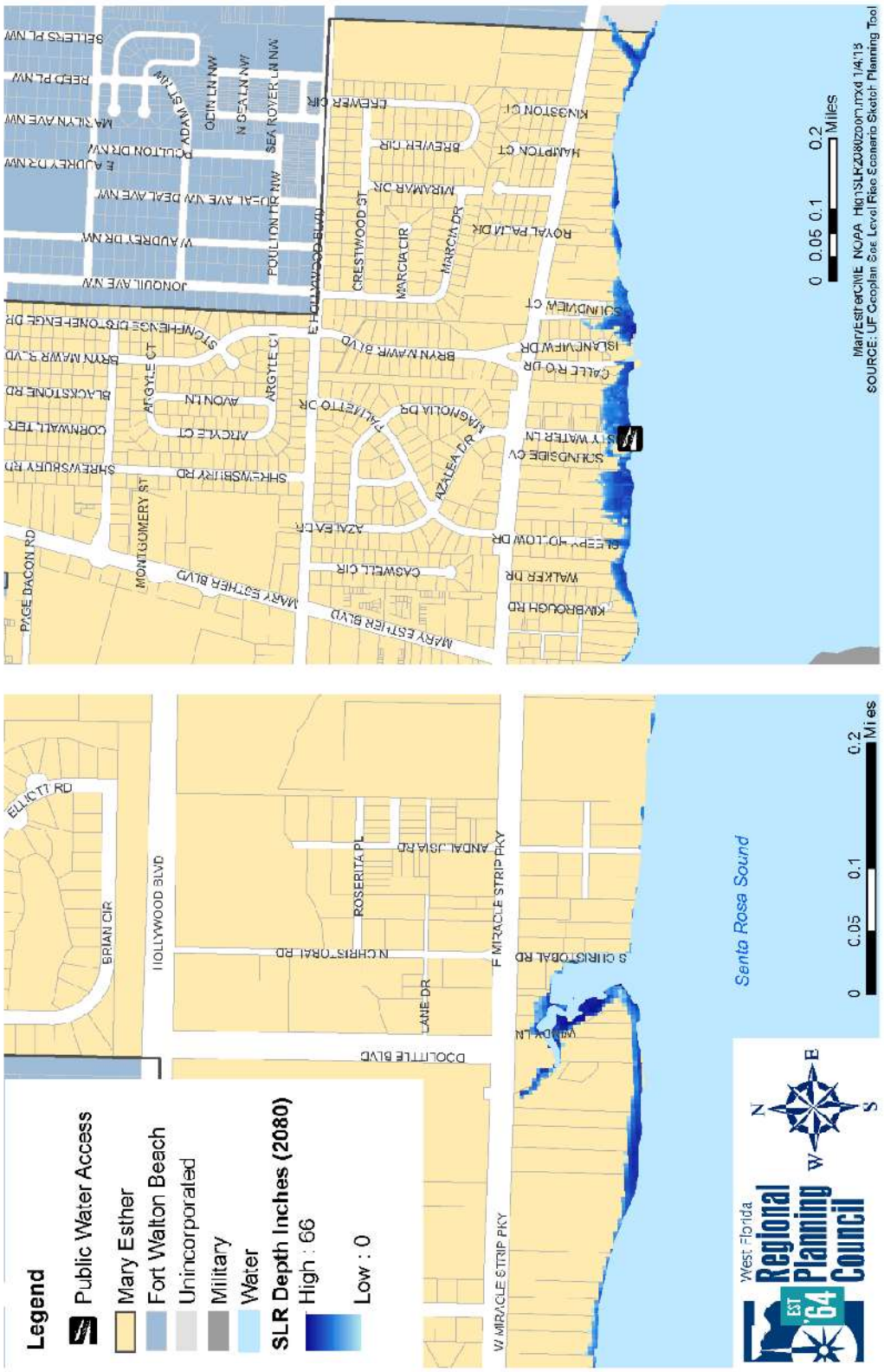
Map E:32: Sea Level Rise (NOAA Intermediate Low) (Christobal Rd)



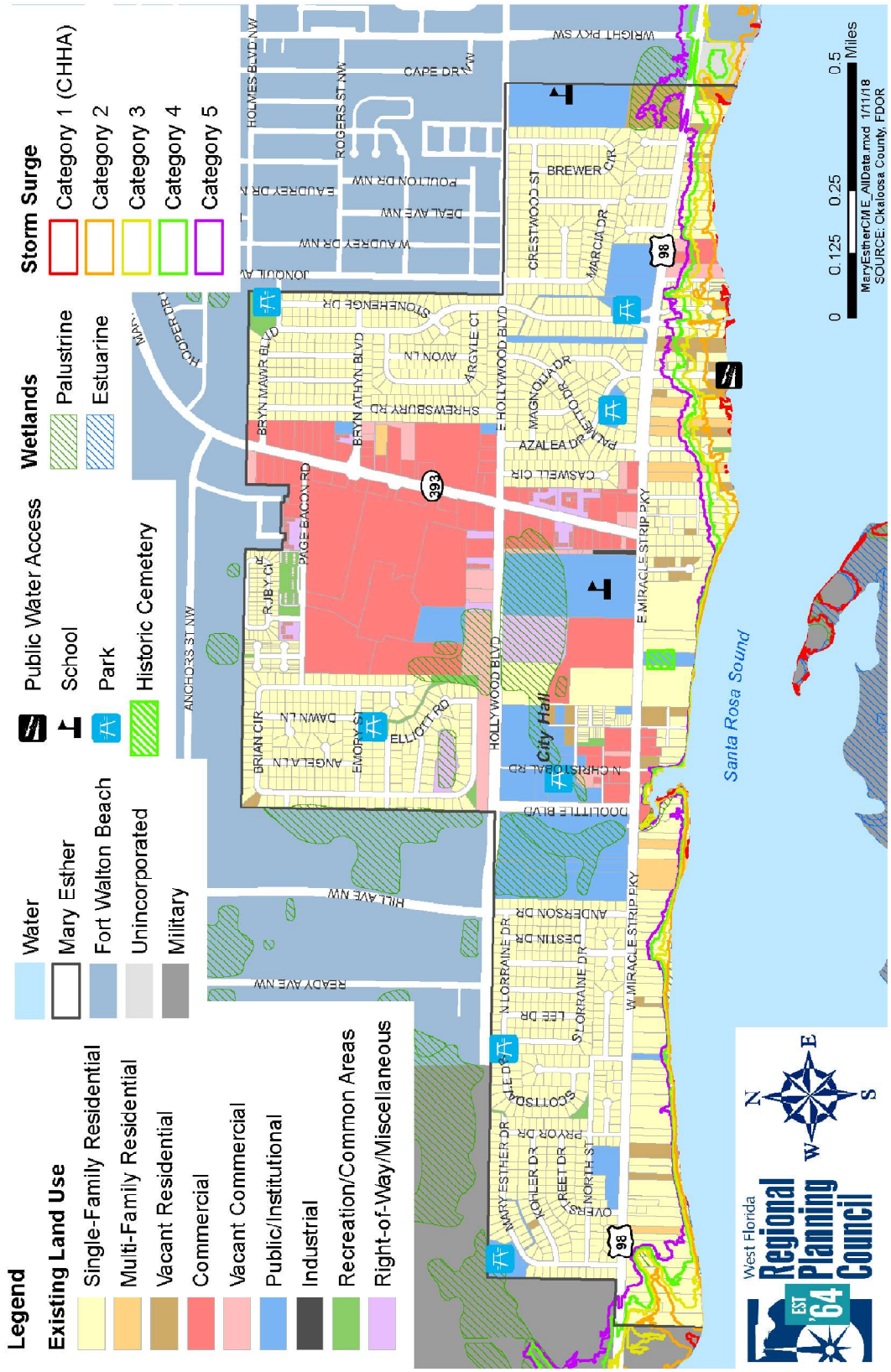
Map E:33: 2080 Sea Level Rise (NOAA High) (Mary Esther)



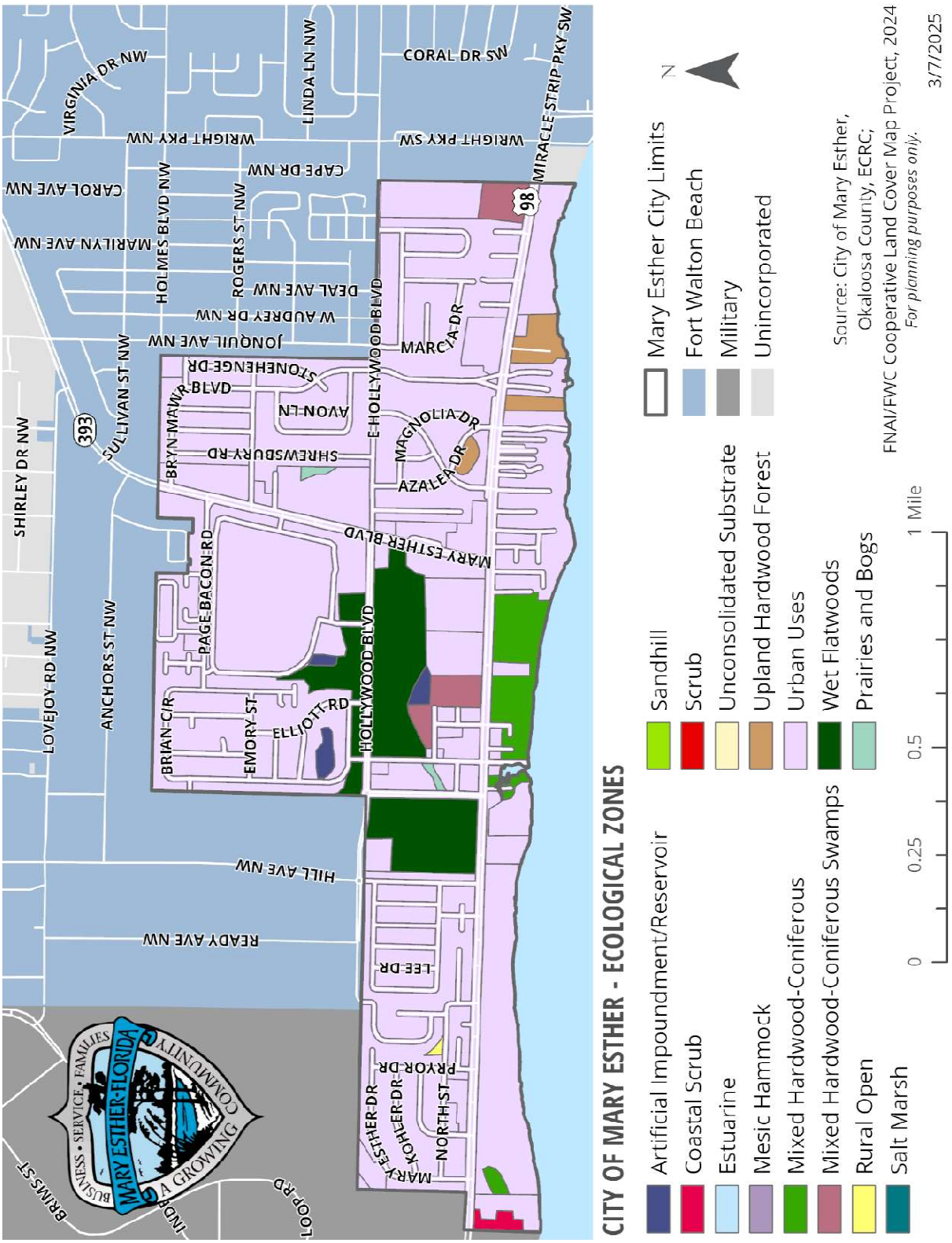
Map E:34: 2080 Sea Level Rise (NOAA High) (Christobal & Misty Water)



Map E:35: City of Mary Esther Coastal Inventory Map

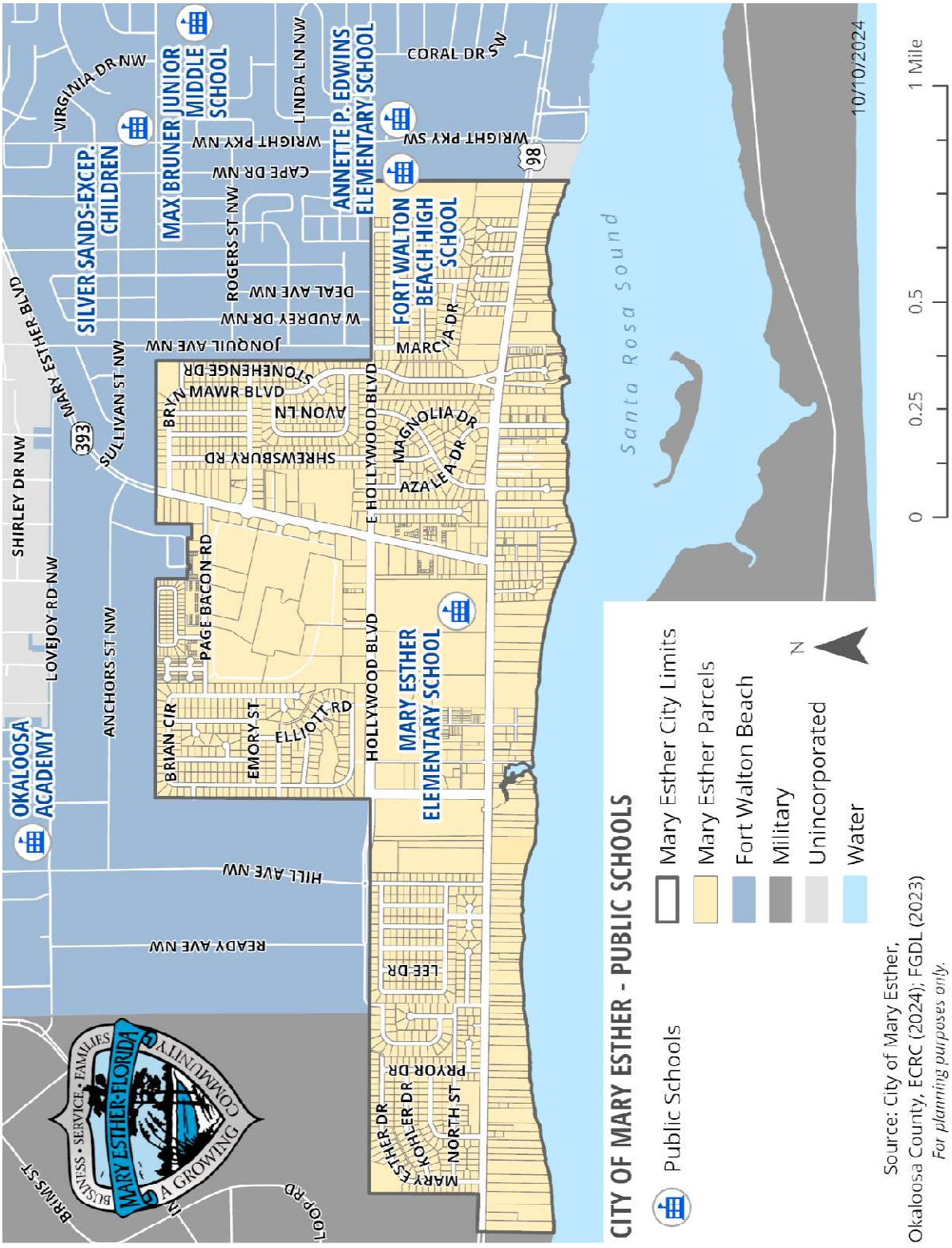


Map E:36 - City of Mary Esther Ecological Zones



Map F:37 - City of Mary Esther Parks

Map I:38 - Public Schools



Business Impact Estimate

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

Proposed ordinance's title/reference: An Ordinance of the City of Mary Esther amending the Comprehensive Plan in its entirety, pursuant to 163.3184 (3), Florida Statutes, providing for statutory changes, updating the planning horizon, aligning the comprehensive plan update with current local conditions and community vision, and integrating findings from the City's Evaluation and Appraisal process to include amendments to the following elements: Introduction, Definitions, Future Land Use, Future Land Use Map, Transportation, Housing, Infrastructure, Coastal Management and Conservation, Recreation and Open Space, Intergovernmental Coordination, Capital Improvements, and Public School Facilities, with the addition of a new Property Rights Element.

Ordinance 2025-04

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance:

☒ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ 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.

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

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
To provide update the Comprehensive Plan to provide the goals, objectives, and policies to guide the City of Mary Esther in guiding future land use, and to align with the Community Vision Plan.

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

No direct economic impacts are anticipated.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
No business will be impacted. This ordinance applies to private property in commercial or residential zoning districts, and must be initiated by the property owner.

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

AGENDA ITEM

Agenda Item 11.2.

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Reed, Community Development Director

DATE: June 2, 2025

SUBJECT: Agreement, Amendment to Lease with Cellco Partnership (d/b/a Verizon Wireless)

BACKGROUND:
The City leases space on our water towers to all major cellular providers. Verizon Wireless has maintained a contract on the water tower located at 25 Mary Esther Drive since 2003. There have been four (4) amendments to the agreement, with the latest in 2022, which increased the rent to $43,546 with a 4% annual increase.

DISCUSSION:
The attached amendment proposes a slight change in the equipment (Exhibit B-4) located on the water tower. The Verizon proposal was submitted to our telecommunications consultant, Local Government Services, who reviewed the request and negotiated a $6,000 increase in annual rent.

FINANCIAL IMPACT:
The amendment increases the rent by $6,000 per year.

RECOMMENDATION:
Motion to approve the attached Fifth Amendment to the Lease Agreement with Cellco Partnership (dba Verizon Wireless).

ATTACHMENT(S):
1. Fifth Amendment to the Lease Agreement 2025 Verizon Wireless

verizon

April 15, 2025

Jacob Cobb
City Manager
City of Mary Esther, Florida
Mary Esther, FL 32569

RE: FIFTH AMENDMENT OF LEASE AGREEMENT BY AND BETWEEN CITY OF MARY ESTHER, FLORIDA ("CITY") AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS ("TENANT")

SITE: FWT LASATER POINT WT 181 / NG 55623

Dear Mr. Cobb:

I hope this letter finds you well.

Enclosed are two (2) partially executed copies of the Fifth Amendment to the Lease Agreement dated April 7, 2003. Please execute both copies and keep one for the City, and send one copy to Summer Hall in the enclosed FedEx package.

Please feel free to call me at (713) 202-8845 if you have any questions about this.

Sincerely,

Lisa Wood

Lisa Wood

Sr Engr Spec
Network Real Estate/Regulatory

14123 Cicero Road
Houston, TX 77095

M 713-202-8845
lisa.wood@verizonwireless.com

TENANT Site Name/Number: FWT Lasater Point/5000136821

FIFTH AMENDMENT TO LEASE AGREEMENT

This Fifth Amendment to Lease Agreement ("**Amendment**") is entered into this _____ day of _____, 20____, by and between **City of Mary Esther, Florida, a municipal corporation** ("**CITY**"), with a mailing address of 195 Christobal Road North, Mary Esther, Florida 32569, and **Cellco Partnership d/b/a Verizon Wireless** ("**TENANT**"), with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920. The CITY and TENANT are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

WHEREAS, CITY and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, TENANT's predecessor in interest, entered into a Lease Agreement dated April 7, 2003, as amended by that certain First Amendment to Lease Agreement dated May 24, 2011, as amended by that certain Second Amendment to Lease Agreement dated September 8, 2015, as amended by that certain Third Amendment to Lease Agreement dated August 17, 2020, and as amended by that certain Fourth Amendment to Lease Agreement dated October 18, 2022 (collectively, the "**Agreement**"), pursuant to which CITY leases to TENANT space on CITY's Tower and a portion of CITY's property located at 25 Mary Esther Drive, Mary Esther, Okaloosa County, Florida; and

WHEREAS, the Parties desire to amend the Agreement to modify the TENANT's Tower equipment and to otherwise modify the Agreement as set forth herein; and

WHEREAS, the Parties desire to adjust the rent in conjunction with the modifications to the Agreement as set forth herein; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Any capitalized terms used in this Amendment that are not defined herein have the meanings given those terms in the Agreement.

2. Exhibit B-3 of the Agreement is hereby deleted in its entirety and replaced with **Exhibit B-4** attached hereto and incorporated herein by reference. In the event of any inconsistency or discrepancy between Exhibit B-3 and Exhibit B-4 to the Agreement, Exhibit B-4 attached hereto shall control.

3. Commencing on the earlier of the first day of the month after TENANT commences installation of the modified equipment at the Premises or July 1, 2025 (either of the foregoing, the "Commencement Date"), the rent payable under the Agreement shall increase by Five Hundred and 00/100 Dollars ($500.00) per month.

4. Section 16 of the Agreement is amended to update TENANT's notice address as follows:

Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920

5. This Amendment is effective as of the date last executed by the Parties.

6. CITY and TENANT each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

7. Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect and shall continue to be binding upon, and enforceable against, CITY and TENANT in accordance with its terms. All covenants, terms and obligations of the Agreement not modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Agreement and this Amendment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the day and year first above written.

WITNESSES:

By: _____
Print Name: _____

By: _____
Print Name: _____

CITY:

City of Mary Esther, Florida

By: _____
Printed Name: _____
Title: _____
Date: _____

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: _____
Printed Name: Jeremy Katzenberger
Title: Sr Dir- Ntwk Engring
Date: 4/15/2005

By: _____
Print Name: _____

By: _____
Print Name: _____

EXHIBIT B-4

TENANT is authorized to install and maintain the following Tower equipment:

Antennas:

- Two (2) Commscope NHHSS-65C-R2BT4 antennas or like kind
- Three (3) Samsung MT6413-77A
- One (1) Samsung Clip-On for RT4423 or like kind
- One (1) MatSing MS-MBA-4.4.2-C2-H2-L2 antenna or like kind

RAD Center – 136' AGL

Reserved Antennas:

- Four (4) Commscope NHH-65C-R2B antennas or like kind at 110' RAD center

Other Tower Mounted Equipment:

- Four (4) Samsung B2/B66A RRH ORAN (RF439d-25A) or like kind
- Four (4) Samsung RF4461d-13A or like kind
- Three (3) Samsung RF4423-48A or like kind
- Two (2) Raycap 12 Circuit OVP boxes or like kind
- Six (6) Commscope CDX1923Q-DS-43 diplexers or like kind

Lines:

-Four (4) 6x12 hybrid cables

AGENDA ITEM

Agenda Item 11.3.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: June 2, 2025

SUBJECT: Agreement with RedSpeed Florida, LLC via Piggyback of Plantation Contract RFP No. 005-24 for School Zone Photo Enforcement

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BACKGROUND:
On April 7, 2025, the City Council adopted Ordinance 2025-03, Photo Speed Enforcement in School Zones. The ordinance authorizes the use of speed detection systems to enforce the speed limit within school zones and directs the City Manager to select one or more vendors to install equipment and assist with program implementation.

DISCUSSION:
Staff met with three vendors over the past year. Since the program requirements are provided by state statute, there is little to differentiate in the scope of services. RedSpeed is being recommended as the firm has received positive reviews and participates in a cooperative purchasing ("piggyback") agreement through the City of Plantation, FL. Highlights of the agreement include:

- No direct cost to the city.
- Removal or relocation of the system is at no cost to the City.
- 30-day termination provision for convenience.
- The cost of program implementation and administration is covered, including mailing certified notices of violation and required traffic studies.
- Fixed percentage for revenue sharing regardless of the number of violations.
- Two LPR systems are included, with the location selected by the City.
- RedSpeed is one of the largest companies in Florida for school zone photo enforcement, and it recently installed the system in Fort Walton Beach.

FINANCIAL IMPACT:
There is no direct cost to the City for the implementation or management of the program.

RECOMMENDATION:
Motion to select RedSpeed as a vendor and authorize the City Manager to enter into an agreement with RedSpeed Florida, LLC for Photo Speed Enforcement in the School Zones

through a piggyback agreement based on the City of Plantation Contract RFP No. 005-24 award from December 2023.

ATTACHMENT(S):

1. RedSpeed Professional Services Agreement
2. Plantation Procurement Process
3. Plantation Executed Agreement
4. Plantation RFP Award Letter
5. Plantation RFP Evaluation
6. Plantation RFP

RedSpeed®

PROFESSIONAL SERVICES AGREEMENT

, 2025

This AGREEMENT (the "Agreement") made this day of, 2025, (herein the "Commencement Date"), between RedSpeed Florida, LLC, a Florida Limited Liability Company (herein "REDSPEED"), with its principal place of business at 400 Eisenhower Lane North, Lombard, IL 60148, and the city of Mary Esther, a political subdivision authorized and created by the State of Florida (herein "GOVERNING BODY"), with principal offices at 195 Christobal Rd, Mary Esther, FL 32569.

.

WITNESSETH:

WHEREAS, REDSPEED has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Speed Photo Enforcement System" (herein "SPE System"); and

WHEREAS GOVERNING BODY desires to use the SPE System to monitor and enforce school zone speed, and may, in the future, desire to monitor and enforce red light violations or other traffic movements and to issue citations for traffic violations; and

WHEREAS, on or about June 1, 2023, the Governor of the State of Florida signed HB 657 into law, resulting in Laws of Florida 2023-174; and

WHEREAS the Laws of Florida 2023-174 expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes; and

WHEREAS, prior to initiating a camera program the GOVERNING BODY's City Commission has adopted or will adopt an ordinance, which authorizes GOVERNING BODY's Traffic Safety Camera Program ("TSCP") and provides for the implementation and operation of such program by REDSPEED, as agent of GOVERNING BODY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, REDSPEED and GOVERNING BODY agree that the Agreement shall be as provided herein:

TERMS AND CONDITIONS

1. DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"Motor Vehicle" means any self-propelled vehicle not operated upon rails or guideway, but not including any bicycle or electric personal assisted mobility device.

"Notice of Violation" means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SPE System or REDSPEED as an agent of such law enforcement agent, agency or court.

"Motor Vehicle Owner" means the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

"Recorded Images" means photographic, electronic, digital, or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

"RedCheck" means web-based violation processing system used by Traffic Enforcement Officer.

"Speed Photo Enforcement System" (herein "SPE System") means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

"Traffic Enforcement Officer" means an employee of GOVERNING BODY's police department or other Governing Body employee who meets the qualifications of Chapter 316 of the Official Code of Florida Annotated for approving and/or issuing Notices of Violation.

"Violation" means a violation under Chapter 316, Florida Statutes, or a violation of GOVERNING BODY's Code of Ordinances, as may be amended from time to time.

2. REDSPEED AGREES TO PROVIDE:

The scope of work identified in "Exhibit A, Section 1".

3. GOVERNING BODY AGREES TO PROVIDE:

The scope of work identified in "Exhibit A, Section 2".

4. SERVICE FEES:

The service fee schedule identified in "Exhibit B".

5. TERM AND TERMINATION:

This Agreement shall be effective on the Commencement Date. The term of this Agreement shall be for sixty (60) months beginning on the first day of the month following

the first issued Notice of Violation (the "Start Date") of the last camera installed and shall be automatically extended for five (5) additional one (1) year periods. However, GOVERNING BODY may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement sixty (60) days prior to the expiration of the current term.

REDSPEED's services may be terminated:

a. By mutual written consent of the parties.

b. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement and the defaulting party fails to cure the default within thirty (30) days after receiving written notice. The terminating party must provide written notice to the other party of its intent to terminate and state with reasonable specificity the grounds for termination.

c. For convenience, by either party in the event that state legislation or a decision by a court of competent jurisdiction prohibits the deployment of the SPE Systems that is the subject of this Agreement, but only following the exhaustion of any legal challenges that may occur challenging such state legislation or judicial determination. To the extent it becomes necessary, the Parties to this Agreement acknowledge that this agreement shall be tolled during the time it takes to determine legal challenges.

d. For convenience of GOVERNING BODY. GOVERNING BODY reserves the right to terminate by giving written notice to REDSPEED thirty (30) days prior to the effective date of such termination.

Upon termination of this Agreement, either for breach or because it has reached the end of its term or as a result of giving an early termination notice, the parties recognize that GOVERNING BODY will have to process traffic law violations that occur prior to the notice of termination of the Agreement and that REDSPEED must assist GOVERNING BODY in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the winddown period: GOVERNING BODY shall cease using the SPE System, shall return or allow REDSPEED to recover all provided equipment within a reasonable time not to exceed ninety (90) days, and shall not generate further images to be processed. Unless directed by GOVERNING BODY not to do so, REDSPEED shall continue to process all images taken by GOVERNING BODY before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect. REDSPEED shall provide GOVERNING BODY with all revenues owed to GOVERNING BODY accruing prior to the date of termination and REDSPEED shall be entitled to its fees pursuant to this Agreement, from said accrued revenues provided to GOVERNING BODY.

6. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that GOVERNING BODY hereby acknowledges and agrees that delivery and performance of REDSPEED's rights pursuant to this Agreement shall require a significant investment by REDSPEED, and that in order to finance such investment, REDSPEED may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. GOVERNING BODY hereby agrees that REDSPEED shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the equipment but not the service provided under this Agreement, to any of the aforesaid financial institutions without GOVERNING BODY's prior written approval. GOVERNING BODY further acknowledges and agrees that in the event that REDSPEED provides any such acknowledgment or consent to GOVERNING BODY for execution, and in the event that GOVERNING BODY fails to execute and deliver such acknowledgment or consent back to REDSPEED within ten (10) calendar days after its receipt of such request from REDSPEED to execute such acknowledgment or consent, GOVERNING BODY shall be deemed to have consented to and approved such acknowledgment or consent and REDSPEED is granted a limited power of attorney, coupled with an interest, to execute the acknowledgment and/or consent on behalf of GOVERNING BODY and deliver such document to its financial institution.

7. FEES AND PAYMENT:

GOVERNING BODY shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit B, Schedule 1 ("Fees").

8. COMMUNICATION OF INFORMATION:

REDSPEED agrees that all information obtained by REDSPEED through operation of the SPE System shall be made available to the GOVERNING BODY at any time during REDSPEED's normal working hours excluding trade secrets as defined by Florida law and other information that is confidential pursuant to Florida law or exempt from disclosure pursuant to Florida law and not reasonably necessary for the prosecution of citations or the fulfillment of GOVERNING BODY's obligation under this Agreement. REDSPEED reserves the right to charge GOVERNING BODY for sizable information requests that will incur substantial resource allocation to compile.

9. CONFIDENTIAL INFORMATION:

No information given by REDSPEED to GOVERNING BODY will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by REDSPEED and either confidential pursuant to Florida law or exempt from disclosure pursuant to Florida law. Nothing in this paragraph shall be construed contrary to the terms and provisions of any Florida law governing public records or similar laws, as far as they may be applicable. REDSPEED shall not use any information acquired by this program with respect to any violations or GOVERNING BODY's law enforcement activities for any purpose other than the program encompassed by this Agreement.

10. OWNERSHIP OF SYSTEM:

It is understood by GOVERNING BODY that the SPE System being installed by REDSPEED is, and shall remain, the sole property of REDSPEED, unless separately procured from REDSPEED through a lease or purchase transaction. The SPE Systems are provided to GOVERNING BODY only under the terms and for the term of this Agreement.

11. RECORDS AND AUDIT:

REDSPEED shall maintain during the term of the Agreement all books of account, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. REDSPEED agrees to make available to GOVERNING BODY's Internal Auditor, during normal business hours and in The City of Mary Esther, Florida all books of account, reports and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term or such other period required by the Florida public records law and Florida public records retention schedules, whichever is longer.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

12. INDEMNIFICATION AND INSURANCE:

REDSPEED shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of SPE System equipment which affect this Agreement, and shall indemnify and save harmless the GOVERNING BODY against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the gross negligence, recklessness, or willful or intentional misconduct of REDSPEED, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of GOVERNING BODY.

REDSPEED agrees to protect, defend, indemnify, and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any and all losses, penalties, damages, settlements, fines, claims, costs, charges for other expenses, or liabilities of every and any kind including any award of attorney fees and any award of costs in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED or any of REDSPEED's officers, employees, agents, contractors, or subcontractors in performing the work agreed to or performed by REDSPEED under the terms of this Agreement. Without limiting the foregoing, any and all claims, suits or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, violations of any decree of any court in connection

with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED shall be included in this indemnity.

REDSPEED shall maintain the following minimum scope and limits of insurance:

a. Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of $1,000,000 per occurrence. Such insurance shall name GOVERNING BODY and GOVERNING BODY's officers, employees, volunteers and elected officials as additional insured for liability arising from REDSPEED's operation.

b. Workers' Compensation, as required by applicable state law, and Employers' Liability Insurance with limits of not less than $500,000 for each accident. REDSPEED shall always maintain Workers' Compensation insurance coverage in the amounts required by law but shall not be required to provide such coverage for any actual or statutory employee of GOVERNING BODY.

c. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by REDSPEED with a minimum $1,000,000 per occurrence combined single limit bodily injury and property damage.

REDSPEED shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name GOVERNING BODY and GOVERNING BODY's officers, employees, and elected officials as additional insureds.

Certificates showing REDSPEED is carrying the above-described insurance, and evidencing the additional insured status specified above, shall be furnished to GOVERNING BODY within thirty (30) calendar days after the date on which this Agreement is made. Such certificates shall show that GOVERNING BODY shall be notified at least thirty (30) days in advance of all cancellations of such insurance policies. REDSPEED shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as GOVERNING BODY is a body politic and corporate, the laws from which GOVERNING BODY derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, GOVERNING BODY may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. GOVERNING BODY shall be responsible for vehicle insurance coverage on any vehicles driven by GOVERNING BODY employees. Coverage will include liability and collision damage.

REDSPEED will require all its subcontractors to provide the aforementioned coverage as well as any other coverage that REDSPEED may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors shall be the sole responsibility of REDSPEED.

13. STATE LAW TO APPLY:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in _____ County, Florida and that all litigation between them in the federal courts shall take place in the State of Florida.

14. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both Parties. Following thirty (30) days of unsuccessful negotiation, a dispute may be submitted to professionally assisted mediation. Before a demand for mediation may be filed by either Party, the management of both Parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the Parties and only upon a showing of substantial need by the Party seeking discovery.

The arbitrator will have no power to award damages inconsistent with the Agreement; or punitive damages or any other damages not measured by the prevailing Party's actual damages, and the Parties expressly waive their right to obtain such damages in arbitration or in any other proceeding. All aspects of the arbitration will be confidential. Neither the Parties nor the arbitrator may disclose the existence, content, or results of the arbitration, except as necessary to comply with legal or regulatory requirements.

15. AMENDMENTS TO THE AGREEMENT:

GOVERNING BODY may from time to time consider it in its best interest to change, modify or extend term, conditions or covenants of this Agreement or require changes in the scope of the Services to be performed by REDSPEED, or request REDSPEED to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. Any such change, addition, deletion, extension, or modification, including any increase or decrease in the amount of

REDSPEED's compensation, which are mutually agreed upon by and between GOVERNING BODY and REDSPEED, shall be incorporated in written amendments (herein called "Amendments") to this Agreement that are duly executed by both parties. Such Amendments shall not invalidate the procurement process or this Agreement nor relieve or release REDSPEED or GOVERNING BODY of any of its obligations under this Agreement unless stated therein.

16. EFFECT OF AMENDMENT(S) ON AGREEMENT:

Except as expressly amended or modified by the terms of an Amendment, all terms of the Agreement shall remain in full force and effect. Unless a different meaning is specified in an Amendment, all capitalized terms used herein shall have the meaning described in the Agreement. In the event of a conflict between the terms of the Amendment and this Agreement, the Amendment shall prevail and control.

17. LEGAL CONSTRUCTION AND REQUIREMENTS:

In case any one or more of the provisions contained in this Agreement shall for any reason, by a court of competent jurisdiction, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

18. NO AGENCY:

Except as specifically provided otherwise herein, REDSPEED is an independent contractor under this Agreement and acts an agent of GOVERNING BODY. Personal services shall be provided by employees of REDSPEED who shall be subject to supervision by REDSPEED, and not as officers, employees, or agents of the GOVERNING BODY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of REDSPEED.

19. FORCE MAJEURE:

GOVERNING BODY and REDSPEED will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, rioting, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- the non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure; the excuse of performance is of no greater scope and no longer duration than is required by the Force Majeure;

- no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and,
- the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, GOVERNING BODY may excuse performance for a longer term. Economic hardship of REDSPEED will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

20. PERMITS, FEES, AND LICENSES:

REDSPEED shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules, and regulations applicable to business to be carried out under this Agreement.

21. NON-DISCRIMINATION:

There shall be no discrimination as to race, sex, color, creed, age, sexual orientation, disability, marital status, or national origin in the operations conducted under this Agreement.

22. SUBCONTRACTORS:

REDSPEED must be capable of performing all the services contained within this Agreement. If REDSPEED uses a subcontractor in the performance of these services, REDSPEED shall submit complete information on any/all proposed subcontractors. The same qualifications requirements, and all other terms and conditions of the Agreement shall also apply to the subcontractor. GOVERNING BODY reserves the right to approve or disapprove of any subcontractor proposed.

REDSPEED shall ensure that all of REDSPEED's subcontractors perform in accordance with the terms and conditions of this Agreement. REDSPEED shall be fully responsible for all of REDSPEED's subcontractors' performance, and liable for any of REDSPEED's subcontractors' non-performance and all of REDSPEED's subcontractors' negligent, intentional or reckless acts and omissions. REDSPEED shall defend, counsel being subject to GOVERNING BODY's approval or disapproval, and indemnify and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of REDSPEED's subcontractors for payment for work performed for GOVERNING BODY by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any negligent, intentional or reckless act or omission by any of REDSPEED's subcontractors.

23. PUBLIC RECORDS.

RedSpeed shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE.

24. ENTIRE AGREEMENT:

The provisions of this Agreement, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Agreement, are merged into this Amendment. Except as amended by an Amendment, the terms of the Agreement shall continue in full force and effect.

25. NOTICES:

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by REDSPEED or GOVERNING BODY shall be in writing and shall be given or made by personal service, first class mail, overnight delivery, or by certified or registered mail to the parties at the following respective addresses:

The City of Mary Esther
Attn: City Manager
195 Christobal Rd
Mary Esther, FL 32569

RedSpeed Florida, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Robert Liberman, Manager

25. EXCLUSIVITY:

GOVERNING BODY agrees that upon execution of this Agreement, GOVERNING BODY may not utilize another vendor, other than REDSPEED, for the same or similar services as contemplated herein, within the jurisdiction of the GOVERNING BODY without prior written consent from REDSPEED.

IN WITNESS THEREOF, the parties have duly executed this Agreement on the day and year first written above.

The City of Mary Esther, Florida

By: _____, ____/___/__
____/___/__
Name
Title

RedSpeed Florida, LLC

By: _____,
Robert Liberman
Manager

Attest: _____, ____/___/_____
_____ City Clerk / Authorized Attestor

Exhibit A

SECTION 1.

REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to GOVERNING BODY wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "GOVERNING BODY Scope of Work". REDSPEED and GOVERNING BODY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by GOVERNING BODY, unless otherwise specified, GOVERNING BODY shall not charge REDSPEED for the cost. All other in-scope work, external to GOVERNING BODY, is the responsibility of REDSPEED.

2. REDSPEED agrees to make every effort to adhere to the Project Timeline agreed upon between the parties and based on the Best and Final Offer.

3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches to be agreed upon between REDSPEED and GOVERNING BODY after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained.

4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.

5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing.

6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance.

7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) business hours of determination of a malfunction.

8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of GOVERNING BODY internet connections or infrastructure are excluded from this service level.

9. REDSPEED will establish a demand deposit account bearing the title, "RedSpeed Florida LLC as agent for The City of _____ at CIBC Bank." All funds collected on behalf of GOVERNING BODY, excluding REDSPEED's monthly fees and any fees associated with electronic processing of violations, will be deposited in this account, and transferred by

wire on or about the 15th calendar day of the month to GOVERNING BODY's primary deposit bank. GOVERNING BODY will identify the account to receive funds wired from First Midwest Bank. GOVERNING BODY shall sign a W-9 and blocked account agreement, to be completed by GOVERNING BODY, to ensure GOVERNING BODY's financial interest in said bank account is preserved.

10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach.

11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.

12. REDSPEED shall assign a project manager who will be the liaison between GOVERNING BODY and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. GOVERNING BODY shall reserve the right to request a new project manager.

13. REDSPEED shall provide GOVERNING BODY with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.

14. REDSPEED shall provide the Traffic Enforcement Officer with access to RedCheck, for the purpose of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.

15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Traffic Enforcement Officer consistent with State Law.

16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Traffic Enforcement Officer.

17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as GOVERNING BODY's agent.

18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for GOVERNING BODY.

19. If GOVERNING BODY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.

20. REDSPEED shall provide GOVERNING BODY access to RedCheck system, which provides GOVERNING BODY with ability to run and print all standard system reports.

21. If required by GOVERNING BODY, REDSPEED shall, at REDSPEED's expense, provide and train GOVERNING BODY with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.

22. In those instances where damage to an SPE System is caused by negligence on the part of GOVERNING BODY or its authorized agent(s), REDSPEED will provide GOVERNING BODY with an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.

23. REDSPEED shall provide a toll-free, GOVERNING BODY-specific help line to help GOVERNING BODY resolve any problems encountered regarding its SPE System and/or citation processing. The helpline shall function during normal business hours. Call Center hours for violators are Monday-Friday 9:00 AM to 5 PM EST.

24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).

26. REDSPEED shall provide GOVERNING BODY with a warning period consistent with State law.

27. REDSPEED shall provide authorized City users with access to on demand video, reporting tools and other online features through its RedCheck and SiteOps programs. RedSpeed will maintain video data forty-five (45) days unless otherwise requested for preservation by the City.

28. GOVERNING BODY will have real-time access to violation and camera data.

29. REDSPEED will assist GOVERNING BODY with the installation and maintenance of any required signage including flashers.

30. Pursuant to Section 448.095(5) (Fla. Stat. 2023), REDSPEED shall, prior to execution of this Agreement, register with the E-Verify system. REDSPEED shall use it to verify the work authorization status of all its new employees, or any subcontractors employed in furtherance of this Agreement. Furthermore, REDSPEED agrees to request from any subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

    REDSPEED shall execute an E-Verify affidavit attesting to its compliance with this section. The affidavit shall be attached and incorporated into the Agreement.

31. Public Records. In accordance with Chapter 119, Florida Statutes, vendor shall:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency 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 as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 2.
GOVERNING BODY'S SCOPE OF WORK

1. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate GOVERNING BODY responsibilities under the Agreement.

2. Within seven (7) business days of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.

3. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Traffic Enforcement Officers authorized by GOVERNING BODY's police department to approve and issue Notices of Violation.

4. GOVERNING BODY shall establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at GOVERNING BODY's facility or by appointment with the Police Department.

5. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and GOVERNING BODY.

6. GOVERNING BODY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and GOVERNING BODY will endeavor to approve the plans in a timely manner.

7. GOVERNING BODY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.

8. If use of private property right of way is needed, GOVERNING BODY shall assist REDSPEED in acquiring permission to build in existing utility easements, as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.

9. GOVERNING BODY may allow REDSPEED to build needed infrastructure in existing GOVERNING BODY owned easement as necessary and only after required permits have been approved.

10. GOVERNING BODY's Traffic Enforcement Officer(s) shall process each potential violation in accordance with State Law and/or GOVERNING BODY's Ordinances within five (5) days (excluding Saturday, Sunday and GOVERNING BODY observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

11. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.

12. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.

13. GOVERNING BODY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. GOVERNING BODY may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.

14. If remote access to a REDSPEED SPE System is blocked by GOVERNING BODY's network security infrastructure, GOVERNING BODY's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.

15. GOVERNING BODY shall at all times maintain a list of school and school zone hours and shall inform REDSPEED of all times for each Zone. GOVERNING BODY shall maintain and update this list and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.

16. GOVERNING BODY shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement (I.e., short days, no in-person instruction days, closings, etc.).

17. GOVERNING BODY shall ensure that cameras in City maintained right of ways shall remain free of obstructions from other roadway infrastructure and foliage.

Exhibit B

SCHEDULE 1
SERVICE FEE SCHEDULE

GOVERNING BODY agrees to pay REDSPEED the Fee(s) as itemized below:

1. Description of Pricing

Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, Flock ALPR licenses and integration, violation processing services, DMV records access, standard mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web based SPE System for Traffic Enforcement Officer review:

35% of the Governing Body's Statutory share of collected revenue.

For purposes of this Agreement, RedSpeed shall bear the cost of Certified Mail associated with Notices of Violation that are converted to Uniform Traffic Citations.

E-Verify

Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of El Portal.

Contractor acknowledges it is obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

ATTEST	Company Name
Signature of Corporate Secretary	Signature
Type/Print Name of Corporate Secy.	Type/Print Name
Date	Date

(CORPORATE SEAL)

RedSpeed®

OVERVIEW OF PLANTATION PROCUREMENT PROCESS

Mary Esther has been closely following a competitive RFP initiated by the City of Plantation, in which RedSpeed was unanimously selected over 7 competing vendors.

The City of Plantation's selection committee, comprising the Deputy Police Chief, Assistant City Manager, and IT Director, meticulously evaluated all submissions. Based on their assessments, they shortlisted four firms. Each of these finalists then delivered thorough 90-minute oral presentations to the committee. Subsequently, after two deliberative meetings to discuss the presentations, final scoring was issued.

Ultimately, Plantation's procurement negotiations yielded a highly favorable contract with RedSpeed for their 100% turnkey services. Key aspects of the agreement include:

- Simple no cost termination for convenience
- RedSpeed responsible for certified mail costs for Uniform Traffic Citations
- Modern lane specific video-based enforcement
- Commitment to legal defense of the City's program if a challenge is filed

Under these same terms, RedSpeed will implement a comprehensive automated school zone safety speed program in Mary Esther. Acting as agents for the city, RedSpeed will handle the majority of program operations including all permitting, construction, maintenance, and community education and awareness. While RedSpeed will perform the first reviews of all captured violations, [INSERT] Police Department personnel will retain full discretion to approve or dismiss each alleged violation.

CITY OF PLANTATION

Plantation
the grass is greener®

AGREEMENT

Between

THE CITY OF PLANTATION

And

REDSPEED FLORIDA, LLC.

For

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONE-TERM CONTRACT

AGREEMENT NO. 005-24

Agreement
By and Between
CITY OF PLANTATION
&
REDSPEED FLORIDA, LLC
For
SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES- TERM CONTRACT
AGREEMENT NO. 005-24

1. PARTIES AND DATE.

This Agreement ("Agreement") is made and entered into this 25th day of June, 2024 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, ("City") and REDSPEED FLORIDA, LLC, a FLORIDA LIMITED LIABILITY COMPANY with its principal place of business at 400 EISENHOWER LANE NORTH, LOMBARD, IL 60148, ("RedSpeed"). City and RedSpeed are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 RedSpeed.

RedSpeed has the knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Speed Photo Enforcement System" (herein "SPE System") and authorized to do business in the State of Florida, and is familiar with the plans of the City.

2.2 Services

City desires to engage RedSpeed to provide a turnkey solution for "Speed Photo Enforcement System" (herein "SPE System") to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of RedSpeed, as further defined in this Agreement.

City desires to use the SPE System to monitor and enforce school zone speed, and to issue citations for traffic violations.

2.3 Procurement

Pursuant to City Code Sec. 2-220(b), the City sought formal competitive bids/proposals for the Services mentioned herein. These services were publicly solicited on the Demand Star website (City's electronic bidding platform).

The City competitive procurement process concluded that RedSpeed was the most advantageous firm to the City taking into consideration the evaluation factors and criteria set forth in the RFSP and successful negotiations.

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit "A"** Negotiated Scope of Services, **Exhibit "B"** Advertised Scope of Services, **Exhibit "C"** Addendum, **Exhibit "D"** documentation required by the City submitted by the RedSpeed during the solicitation period prior to negotiations, **Exhibit "E"**, Insurance Requirements, **Exhibit "F"** General Terms and Provisions, **Exhibit "G"** FBI CJIS Security Addendum.

3. TERMS.

3.1 Scope of Services and Term.

A. General Scope of Services. RedSpeed shall furnish a turnkey solution for "Speed Photo Enforcement System" (herein "SPE System") to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of RedSpeed, as further defined in this Agreement ("Services"). The Services are more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules, and regulations. RedSpeed acknowledges that City may enter into agreements with other firms for services similar to the Services that are the subject of this Agreement or may have its own employees perform services similar to the Services.

B. Term. The term of this Agreement shall have an initial term of five (5) years commencing June 25th, 2024, expiring June 24th, 2029. In addition, the City reserves the right to extend this Agreement for one (1) additional five (5) year period, provided RedSpeed also agrees in writing to extension upon such terms as the City and RedSpeed agree.

4. RESPONSIBILITIES OF REDSPEED.

A. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by RedSpeed or under its supervision. RedSpeed shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains RedSpeed on an independent contractor basis and not as an employee. RedSpeed retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of RedSpeed shall also not be employees of City and shall at all times be under RedSpeed's exclusive direction and control. RedSpeed shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. RedSpeed shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Permits, Fees, and Licenses. RedSpeed shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

C. Control and Payment of Subcontractors. All work performed for RedSpeed by a Subcontractor or Supplier will be pursuant to an appropriate agreement between RedSpeed and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. RedSpeed shall be responsible for the payments to any Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to RedSpeed. The City shall not be responsible for any payments to Subcontractor or Suppliers. The City shall not be billed directly or indirectly for any fees or additional costs of the Subcontractor for the Project, except as otherwise provide for in **Exhibit "A".**

D. Schedule of Services. RedSpeed shall perform the Services expeditiously, within the Term and in accordance with the agreed upon timelines. RedSpeed represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate RedSpeed's conformance with the Schedule, City shall respond to RedSpeed's submittals in a timely manner. Upon request of City, RedSpeed shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

E. Conformance to Applicable Requirements. All work prepared by RedSpeed shall be subject to the approval of City.

F. Substitution of Key Personnel. RedSpeed has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, RedSpeed may substitute other personnel of at least equal competence upon written approval of City. In the event that City and RedSpeed cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the RedSpeed at the request of the City. The key personnel for performance of this Agreement are as follows:

Luke Hayman

Julio Silva

G. City's Representative. The City hereby designates Chief Administrative Officer, or their designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. RedSpeed shall not accept direction or orders from any person other than the City's Representative or their designee.

H. RedSpeed's Representative. RedSpeed hereby designates Robert Liberman, or their designee, to act as its representative for the performance of this Agreement ("RedSpeed's Representative"). RedSpeed's Representative shall have full authority to represent and act on behalf of the RedSpeed for all purposes under this Agreement.

The RedSpeed's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services.

I. Coordination of Services. RedSpeed agrees to work closely with City staff in the performance of Services and shall be available to City's staff, RedSpeed's and other staff at all reasonable times.

J. Standard of Care; Performance of Employees. RedSpeed shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. RedSpeed represents and warrants that it is skilled in the professional calling necessary to perform the Services. RedSpeed represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, RedSpeed represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, RedSpeed shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the RedSpeed's failure to comply with the standard of care provided for herein. Any employee of the RedSpeed or its Subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the RedSpeed and shall not be re-employed to perform any of the Services or to work on the Project.

K. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate RedSpeed for any Service that RedSpeed fails to perform, or otherwise has not performed.

L. Laws and Regulations; Employee/Labor Certifications. RedSpeed shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. RedSpeed warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. RedSpeed shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of RedSpeed's performance under this Agreement. RedSpeed shall be liable for all violations of such laws and regulations in connection with the Services. If the RedSpeed performs any work knowing it to be contrary to such laws, rules and regulations and without giving written

notice to the City, RedSpeed shall be solely responsible for all costs arising therefrom. RedSpeed shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

i. Equal Opportunity Employment. RedSpeed represents and warrants that it is an equal opportunity employer and it shall not discriminate against any SubRedSpeed, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

M. Insurance.

i. Time for Compliance. RedSpeed shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to **Exhibit E**. In addition, RedSpeed shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the SubRedSpeed has secured all insurance pursuant to **Exhibit E**.

N. Safety. RedSpeed shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the RedSpeed shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

O. Accounting Records. RedSpeed shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. RedSpeed shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. RedSpeed shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of 3 years from the date of final payment under this Agreement.

5. FEES AND PAYMENTS.

A. Description of Pricing. Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, Rekor (or other major brand ALPR provider) licenses and integration, violation processing services, DMV records access, standard mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Traffic Enforcement Officer review:

B. During any term of the Agreement, the City shall receive or retain **$39.00** or **65%** whichever is greater of the Statutory monetary Allocation (this amount/percentage pertains to each fine collected by RedSpeed).

C. Payment of Compensation. City shall review all invoices and pay all approved charges thereon consistent with Section 218.73, Florida Statutes, as amended.

D. Reimbursement for Expenses. RedSpeed shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed in RedSpeed Responsibilities. Additionally, RedSpeed shall not be reimbursed for any expenses unless authorized in writing by City.

E. Extra Work. At any time during the Term, City may request that RedSpeed perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. RedSpeed shall not perform, nor be compensated for, Extra Work without written authorization from the City.

F. Consideration Adequate. The Parties acknowledge that there is adequate consideration to enforce each and every provision of this Agreement.

6. TERMINATION OF AGREEMENT.

A. For Convenience. City may, by written notice to RedSpeed, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to RedSpeed of such termination, and specifying the effective date thereof, at least 30 calendar days before the effective date of such termination. Upon termination, RedSpeed shall be compensated only for those Services which have been adequately rendered to City, and RedSpeed shall be entitled to no further compensation. RedSpeed may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if RedSpeed avails itself of the Dispute Resolution process set forth below in subsection 8C.

B. For Cause. City may, by written notice to RedSpeed, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to RedSpeed of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination. The City may, but is not obligated to, provide RedSpeed with an opportunity to cure any breach prior to the effective date of any termination for cause. The RedSpeed may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days' notice to City. In case of the RedSpeed's termination for cause, the RedSpeed shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the RedSpeed's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the RedSpeed's performance which is unsatisfactory (the intent being that the RedSpeed be paid what is just and equitable compensation for the RedSpeeds' performance of Services rendered to the satisfaction of the City). Upon termination, RedSpeed shall be compensated only for those Services which have been adequately rendered to City, and RedSpeed shall be entitled to no further compensation. Should the RedSpeed avail itself of the Dispute Resolution process set forth below in subsection 3.6C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require RedSpeed to provide all finished or unfinished Documents and Data and other information of any kind prepared by RedSpeed in connection with the performance of Services. RedSpeed shall be required to provide such documents and other information within 21 calendar days of the request. RedSpeed would timely remove all equipment within 60 calendar days from the date of the termination.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by RedSpeed under this Agreement ("Documents & Data"). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by RedSpeed on other projects without the City's express written permission. Within 21 calendar days following the completion, suspension, abandonment or termination of this Agreement, RedSpeed shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the RedSpeed is entitled under the termination provisions of this Agreement, RedSpeed shall provide all Documents & Data to City upon payment of the undisputed amount. RedSpeed shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, RedSpeed shall retain copies of all Documents & Data on file for a minimum of 15 years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, RedSpeed shall notify City and provide City with the opportunity to obtain the Documents & Data.

B. Subcontractor. RedSpeed shall require all Subcontractor to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the Subcontractor prepares under this Agreement. RedSpeed represents and warrants that RedSpeed has the legal right to license any and all Documents & Data. RedSpeed makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than RedSpeed or its Subcontractor, or those provided to RedSpeed by the City.

C. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of RedSpeed shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall

remove the RedSpeed's seal from the Documents & Data. RedSpeed shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. RedSpeed shall not be responsible or liable for any revisions to the Documents & Data made by any party other than RedSpeed, a party for whom the RedSpeed is legally responsible or liable, or anyone approved by the RedSpeed.

D. Indemnification. RedSpeed shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.

E. Confidentiality. To the maximum extent permitted by law, all Documents & Data, either created by or provided to RedSpeed in connection with the performance of this Agreement, shall be held confidential by RedSpeed. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by RedSpeed for any purposes other than the performance of the Services. To the maximum extent permitted by law, RedSpeed shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to RedSpeed that is otherwise known to RedSpeed or is generally known, or has become known, to the related industry shall be deemed confidential. RedSpeed shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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8. GENERAL PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

RedSpeed:

ReedSpeed Florida, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Robert Liberman, Manager

City:

Mayor
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:

Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317

City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. To the fullest extent permitted by law, RedSpeed shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of RedSpeed, its officials, officers, employees, subcontractors, RedSpeeds or agents in connection with the performance of the RedSpeed's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the RedSpeed and other persons employed or utilized by the RedSpeed in the performance of this Agreement. The performance of this Agreement (including any amendments thereto) by RedSpeed, its employees, agents, representatives or subcontractor; or (ii) The failure of RedSpeed, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the RedSpeed, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the RedSpeeds, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the RedSpeed, its employees, agents, representatives, or subcontractors; or (v) RedSpeed's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

ii. Additional Indemnity Obligations. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by RedSpeed from the City that such amount is due, be made by RedSpeed prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and RedSpeed shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by RedSpeed of written notice from the City that such payment is due. RedSpeed agrees, at RedSpeed's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by RedSpeed. Additionally, if RedSpeed, after receipt of written notices from the City, fails to make any payment due hereunder to the City, RedSpeed shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from RedSpeed.

iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. Notwithstanding any other provision of this Agreement to which it is applicable, City shall not be liable or responsible to RedSpeed beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to RedSpeed for punitive or

exemplary damages or for lost profits or consequential damages.

iv. The provisions of these paragraph(s) are independent of, and will not be limited by, any insurance required to be obtained by RedSpeed pursuant to this Agreement or otherwise obtained by RedSpeed, and the provisions of these paragraphs survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

v. Program legal challenges. RedSpeed agrees to defend the City and the camera program from legal challenges. To the extent the City and RedSpeed's interests are the same there shall be a common defense with an agreeable law firm experienced in government and municipal law. If it is determined that the City requires its own representation, RedSpeed will pay reasonable defense costs for the City. 'Reasonable defense costs' shall include reasonable attorney's fees, court costs, expert witness fees, and other customary expenses, but shall not include judgments, fines, or penalties assessed against the City, or the costs of any appeals pursued at the City's sole discretion without RedSpeed's consent.

C. Dispute Resolution

i. In the event that any dispute between the City and the RedSpeed concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the RedSpeed to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the RedSpeed) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the RedSpeed shall seek a judicial determination in accordance with the provisions set forth below in subsection 8 D.

ii. No later than 10 calendar Days after the RedSpeed's receipt of the City's determination, the RedSpeed shall respond to the City in writing, either accepting the determination or stating the RedSpeed's factual or legal objection to the determination. If the RedSpeed's response is an objection, the City shall respond in writing to the objection within 10 calendar days after receipt. No further response by either Party shall be required. Thereafter, the RedSpeed may seek a judicial determination of the dispute. In the event that the RedSpeed intends to seek judicial determination of a matter decided by the City, the RedSpeed shall notify the City of its intent to do so within 10 calendar days of the City's final decision.

iii. If required by City, the RedSpeed shall continue to perform the Services required under this Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the RedSpeed complies with the City's written determination, the City shall continue to perform under this Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the RedSpeed fails to submit a dispute to the City as required by this subsection. The continued performance of this Agreement by either Party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under this Agreement or at Law.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and RedSpeed hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

E. Time of Essence. Time is of the essence for each and every provision of this Agreement.

F. CJIS Security Policy:

- Vendors/Contractors Private vendors which, under contract with the Contracting Government Agency (CGA), are permitted access to information systems that process CJI, shall abide by all aspects of the FBI CJIS Security Addendum. a. Any contract between the Contracting Government Agency (CGA) and a vendor permitted such access shall incorporate the FBI CJIS Security Addendum to ensure adequate security of CJIS.

- RedSpeed must maintain a security program for managing access to customer data particularly CJIS information which will include:

    - A preemployment background check;

    - Security training required by Federal CJIS regulations; and

    - Criminal background checks/fingerprints required by Federal or State regulations. RedSpeed will work with the City to provide reasonably required documentation (such as the CJIS Security Addendum Certification form, Exhibit "G"). If required by the City, RedSpeed will provide paper fingerprint cards for security approved personnel with the fingerprinting performed in the state of the RedSpeed staff's job assignment location. This provision will apply during the installation of the Project and for the duration of the City's General Services Agreement.

G. City's Right to Employ Other Contractors. City reserves right employ other Contractors in connection with this Project.

H. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

I. Assignment or Transfer. RedSpeed shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

J. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to RedSpeed include all personnel, employees, agents, and Subcontractors of RedSpeed, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

K. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

L. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

M. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the Districts.

N. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

O. Prohibited Interests. RedSpeed warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the RedSpeeds, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the RedSpeeds. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the RedSpeeds.

P. Conflicts of Interest. RedSpeed covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has

any personal financial interests, direct or indirect, with City. RedSpeed further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of RedSpeed or its employees, must be disclosed in writing to City. RedSpeed is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statues, as amended, and agrees that it will fully comply in all respects with the terms of said laws. RedSpeed warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

Q. Convicted Vendor List. RedSpeed represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. RedSpeed acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a RedSpeed, supplier, Subcontractor or RedSpeed under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

R. Contract Utilization Clause. The parties agree that other governmental entities shall be permitted to access and utilize the terms, conditions, and pricing set forth in this Agreement as third-party beneficiaries. Any such governmental entity may enter into its own contract with RedSpeed based on the terms, conditions, and pricing of this Agreement, subject to any applicable modifications or negotiations between the governmental entity and Redspeed. The City of Plantation shall not be responsible for any obligations, performance, or liabilities associated with contracts entered into by other governmental entities pursuant to this clause. RedSpeed agrees to extend the same terms, conditions, and pricing to other governmental entities in Florida, subject to any modifications mutually agreed upon between RedSpeed and the respective governmental entity.

S. Southeast Florida Governmental Cooperative Purchasing Group, Participating Agencies:

- Named Agencies:
  - City of Coconut Creek
  - City of Delray Beach
  - City of Miami Shores
  - City of Doral
- Other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Firm(s) as a result of this procurement action.

- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.

T. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

U. Authority to Enter Agreement. RedSpeed has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

V. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

W. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

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IN WITNESS WHEREOF, CITY OF PLANTATION AND REDSPEED FLORIDA, LLC. have signed this Agreement in duplicate. One counterpart each has been delivered to the City and RedSpeed.

Attest: _____
April Beggerow, City Clerk

CITY OF PLANTATION

By: _____
Nick Sortal, Mayor

As to legal form: _____
Kerry L. Ezrol, City Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

Witness: _____
Typed name of Witness

Witness: _____
Typed name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of X physical presence or □ online notarization, this 25 day of June, 2024, by Nick Sortal, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. He is personally known to me or has produced _____ as identification.

My commission expires: May 1, 2027

_____
NOTARY PUBLIC
Admin Asst II

KIAMESHA AUSMORE-REID
MY COMMISSION # HH393263
EXPIRES: May 01, 2027

Signed, Sealed in the presence of:

REDSPEED FLORIDA, LLC.
a Florida Limited Liability Company

By: _____
Robert Liberman, Manager

Witness: _____

Vanessa Torres
Typed name of Witness

Witness: _____

Yesica Rangel Off
Typed name of Witness

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16th of May, 2024 (*date*) by Robert Liberman, as Manager of REDSPEED FLORIDA, LLC, a Florida Limited Liability Company, on behalf of the company. They are personally known to me or who has produced a FL Drivers License (*type of identification*) as identification.

My commission expires: August 21, 2027

_____
NOTARY PUBLIC

JAMES PYKE
Notary Public - State of Florida
Commission # HH 435787
My Comm. Expires Aug 21, 2027
Bonded through National Notary Assn.

EXHIBIT “A”
(NEGOTIATED SCOPE OF SERVICES)

DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"Motor Vehicle" means any self-propelled vehicle not operated upon rails or guide-way, but not including any bicycle or electric personal assisted mobility device.

"Notice of Violation" means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SPE System or RedSpeed as an agent of such law enforcement agent, agency or court.

"Motor Vehicle Owner" means the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

"Recorded Images" means photographic, electronic, digital or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

"RedCheck" means web-based violation processing system used by Traffic Enforcement Officer.

"Speed Photo Enforcement System" (herein "SPE System") means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

"Traffic Enforcement Officer" means an employee of City's police department or other City employee who meets the qualifications of Chapter 316 of the Official Code of Florida Annotated for approving and/or issuing Notices of Violation.

"Violation" means a violation under Chapter 316, Florida Statutes or a violation of City's Code of Ordinances, as may be amended from time to time.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

SECTION 1.

REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "CITY Scope of Work". REDSPEED and CITY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by CITY, unless otherwise specified, CITY shall not charge REDSPEED for the cost. All other in-scope work, external to CITY, is the responsibility of REDSPEED.

2. REDSPEED agrees to make every effort to adhere to the Project Timeline agreed upon between the parties and based on the Best and Final Offer.

3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches after completion of site analyses at the CITY's discretion. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained. REDSPEED will not remove any systems, unless directed by the City. If termination provision within the Agreement is exercises REDSPEED shall remove all equipment and restore property to original condition or better within 60 days after the termination of this agreement.

4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.

5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing. REDSPEED will ensure that the website meets all current ADA requirements as may be amended from time to time.

6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of: camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance. REDSPEED shall also conduct annual calibrations as required by Florida Statutes.

7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) hours of determination of a malfunction. No device shall non-functional for more than five (5) calendar days. REDSPEED shall provide City with reports view reports that measure down time.

   REDSPEED will ensure that while the system is malfunctioning no violations will be captured or, if captured, violations will be discarded and not submitted to review by CITY.

8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of CITY internet connections or infrastructure are excluded from this service level.

9. REDSPEED will establish a demand deposit account bearing the title, "RedSpeed Florida LLC as agent for The City of Plantation at CIBC Bank." All funds collected on behalf of CITY, excluding REDSPEED's weekly fees and any fees (i.e. credit card) associated with electronic processing of violations, will be deposited in this account and transferred by wire on or about the 15th calendar day of the month to CITY's primary deposit bank. CITY will identify the account to receive funds wired from First Midwest Bank. CITY shall sign a W-9 and blocked account agreement, to be completed by CITY, to ensure CITY's financial interest in said bank account is preserved.

10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach/ provide all signage in accordance with State Statutes as may be amended/FDOT criteria.

11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.

12. REDSPEED shall assign a project manager who will be the liaison between CITY and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. CITY shall reserve the right to request a new project manager.

13. REDSPEED shall provide CITY with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.

14. REDSPEED shall provide the Traffic Enforcement Officer with access to RedCheck, for the purposes of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.

15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Traffic Enforcement Officer consistent with State Law.

16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Traffic Enforcement Officer.

17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as CITY's agent.

18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for CITY.

19. If CITY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.

20. REDSPEED shall provide to CITY access to RedCheck system, which provides CITY with ability to run and print all standard system reports.

21. If required by CITY, REDSPEED shall, at REDSPEED's expense, provide and train CITY with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.

22. In those instances where damage to an SPE System is caused by negligence on the part of CITY or its authorized agent(s), REDSPEED will provide CITY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.

23. REDSPEED shall provide a toll-free, CITY-specific help line to help CITY resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.

    23a. Call Center is for the violator and helpline is for the CITY. The assigned project manager is available as needed and we will provide cell phone number for emergency contact.

24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).

26. REDSPEED shall provide CITY with a warning period consistent with State law. To include but may not be limited, Multi-language PSA, FAQ, Clip Art as needed, printed handouts / posters as needed, social media assistance, PR firm availability.

27. REDSPEED shall provide authorized City users access to on demand video, reporting tools and other online features through its RedCheck and SiteOps programs. RedSpeed will maintain video data forty-five (45) days unless otherwise requested for preservation by the City.

28. CITY will have real-time access to violation and camera data.

29. REDSPEED at the direction of the CITY will install and maintain any required signage including flashers.

30. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and CITY.

31. REDSPEED shall provide/build custom reports for the CITY at no cost.

32. REDSPEED shall adjust enforcement schedule (calendar) within the same day following City's approval.

33. REDSPEED shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed herein. REDSPEED shall not be reimbursed for any expenses unless authorized in writing by CITY.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

SECTION 2.

CITY'S SCOPE OF WORK

1. Within seven (7) business days of execution of the Agreement, CITY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate CITY responsibilities under the Agreement.

2. Within seven (7) business days of the Agreement, CITY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.

3. Within seven (7) business days of execution of the Agreement, CITY shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Traffic Enforcement Officers authorized by CITY's police department to approve and issue Notices of Violation.

4. CITY may elect to establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at CITY's facility or by appointment with the Police Department.

6. CITY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and CITY will endeavor to approve the plans in a timely manner.

7. CITY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.

8. If use of private property right of way is needed, CITY shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.

9. CITY may allow REDSPEED to build needed infrastructure in existing CITY owned easement as necessary and only after required permits have been approved.

10. CITY's Traffic Enforcement Officer(s) will endeavor process each potential violation in accordance with State Law and/or CITY's Ordinances within five (5) days (excluding Saturday, Sunday and CITY observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

11. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.

12. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.

13. CITY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. CITY may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.

    13a. Should the CITY receive direct inquiries they will forward citizen inquiries to red speed's call center and/or refer them to the website secure.speedviolation.com.

14. If remote access to a REDSPEED SPE System is blocked by CITY's network security infrastructure, CITY's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.

15. CITY shall at all time maintain a list of school and school zone hours and shall inform REDSPEED of all times for each Zone. CITY shall maintain and update this list, and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.

16. CITY shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement (I.e. short days, no in-person instruction days, closings, etc).

17. CITY shall ensure that cameras in City maintained right of ways shall remain free of obstructions from other roadway infrastructure and foliage.

END OF SECTION

EXHIBIT “B”

(Advertised Scope of Services)

I. City's Intent

The City of Plantation is requesting proposals from qualified Firm(s) for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collections. This is a cooperative RFSP issued by the City of Plantation on behalf of the Southeast Florida Governmental Cooperative Purchasing Group and the participating agencies referenced herein.

II. Scope of Work

The Firm will supply a speed camera detection system and program for school zones in the City of Plantation and any other participating public agencies. This system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the vendor. The Firm may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid. The Firm is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.

III. Project Specific Requirements

- Firm performs all necessary needs testing.
- Firm provides and installs all signage and equipment related to the program.
- Firm maintains all equipment, documentation, certifications, and permissions related to the program.
- Firm provides system training to the police department at no cost.
- Firm provides the Police Department with the ability to review stored footage (minimum 45 days).
- Firm provides the Police Department with the ability to live stream video from the camera feeds.
- Firm provides software for the approval and management of citations, review of video, and input of "hot list" data.
- Firm provides software for accessing automated license plate readers features.
- Speed detection camera system must be a high definition motion picture camera system that uses only infrared for lighting.
- Automated license plate readers for each location.
- Shall have the ability to merge automated license plate readers data with FLOCK, VIGILANT, and REKOR Recognition database systems.
- System must provide traffic data for speed and volume based on time of day.
- System must be programmable for school calendar, specific enforcement times, and variable speed thresholds.

- System must be fixed location in nature.
- System must manage multi-lane roads with high volumes of traffic.
- Firm provides all necessary documentation of certifications, citations, and evidence needed for court hearings.
- The service contract with the City of Plantation must be reviewable with an option to terminate after one year of implementation.
- Automated license plate readers and video system capabilities must be maintained at all times without regard to school calendar or the volume of citations generated at any location.
- Firm is responsible for the cost of returning physical locations to their previous state if any equipment is removed or uninstalled for any reason.
- Firm is responsible for ensuring compliance with all applicable Florida laws regarding school zone speed enforcement and automated license plate reading.
- Firm is responsible for obtaining all necessary permits from FDOT, Broward County, and the City of Plantation.
- Programed enforcement times must be able to be modified within 24 hours' notice to accommodate changes in active school zone times.
- The City shall have the right to use the selected firms' infrastructure to add additional equipment to the chosen firms' pole such as additional cameras and or ALPR cameras at the sole discretion of the City. The City will not pay a lease fee for access to the infrastructure or any increase in electricity that may be incurred.
- The Firm will allow any and all violators to view a video clip in addition to a still photo of them committing a violation.
- The Firm will comply with Florida State Statute 119 in regards to public records request at the Firm's sole costs.

IV. Southeast Florida Governmental Cooperative Purchasing Group, Participating Agencies:

- City of Coconut Creek
  - Seven (7) School Zones
  - Currently utilizing FLOCK Automatic License Plate Reader Software

- City of Delray Beach
  - Ten (10) +/- School Zones
  - Currently utilizing VIGILANT Automatic License Plate Reader Software

- City of Miami Shores
  - Four (4) School Zones
  - Currently utilizing INSIGHT Automatic License Plate Reader Software

- City of Doral
  - Twenty (20) School Zones
  - Currently utilizing Vigilant-Motorola Automatic License Plate Reader Software

- Other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.

  - None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Firm(s) as a result of this procurement action.

  - Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.

END OF SECTION

EXHIBIT “C”

(Addendums)

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Robert Liberman, on this 28th, day of December, 2023 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. _____.

Addenda Numbers Received:

1, 2 and 3

AUTHORIZED SIGNATURE: Robert Liberman

PRINTED NAME OF ABOVE: Robert Liberman

TITLE OF ABOVE: CEO

COMPANY NAME: RedSpeed Florida

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

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Louis Reinstein

ADDENDUM No. 1

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 14, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Questions and Answers

Question No. 1: How many school zones does the City of Plantation want to be enforced with this RFSP award?

Response No. 1: There are 10 public schools in the City of Plantation. The number of schools selected for enforcement will depend on the results of the needs testing at each location

Question No. 2: Is bidirectional enforcement required at all school zone sites in the City of Plantation? If not, which ones will and which ones will not?

Response No. 2: Bidirectional enforcement required at all school zone sites in the City of Plantation.

Question No. 3: Will the City provide a 10 – 14 calendar day extension to the deadline?

Response No. 3: At this time the City is not considering an extension to the deadline/proposal opening.

Question No. 4: Are the potential partner municipalities that were listed planning to actually utilize this procurement OR is this just potential info at this point?

Response No. 4: The listed municipalities are expressed interest in the utilization of this agreement dependent on the results of "needs testing: at each of their location.

Question No. 5: Does the City intend to enforce at all in the Summer, OR only when school is in session during the regular school calendar year?

Response No. 5: The City of Plantation desires enforcement whenever the school zones are active, including summer session. Not all schools in the City have summer sessions every year. Which schools have summer sessions is determined by Broward County Schools each year.

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

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Question No. 6: An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the Firm.

Please confirm that this letter is in addition to, and not a repeat of, the Transmittal Letter required on page 30.

Response No. 6: This letter is in addition to, and is not a repeat of, the Transmittal Letter required on page 30.

Question No. 7: The initial Contract shall be for a term of five (5) years. The term of the Contract may be extended by the City, with the written consent of the Firm, for such additional period of time as may be necessary or advantageous to the City.

- What is the anticipated award date of the contract?
- What is the desired Go Live date?

Response No. 7: At this time the City does not have an anticipated "go-live" date, or anticipated contract award date.

Question No. 8: Please define the word "Principal" used here.

Response No. 8: A person who has controlling authority or is in a leading position. the person in charge. The owner of the company or primary decision-maker.

Question No. 9: Please define the term "operating model." What specific information is the City interested in from potential vendors?

Response No. 9: How business components work together in line with the guiding principles mentioned herein. A visual or written representation of how a company's system runs and operate. Describe what your system/company offers, the benefits of your system vs another's. Describe what sets your system and company apart from others.

Proposals **must** be submitted on or before **December 6th at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME: _____

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

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ADDENDUM No. 2

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 17, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Questions and Answers

Question No. 1: Is the vendor required to process payments on the program?

a. If so, is this for mail in payments ("lockbox"), Web payments, Phone payments? OR if only certain types please specify

Response No. 1: Yes, the vendor will be required to process payments. Online, phone, and mail in payments with credit card, check, or echeck.

Question No. 2: Is the vendor expected to provide customer service representatives to answer citizen inquiries?

Response No. 2: Yes, the vendor will be expected to provide at a minimum a telephonic customer service center to handle citizen inquiries. Web based customer service is also welcomed.

Question No. 3: How long should vendors assume in their models for receipt of permits from time of request?

Response No. 3: Fourteen (14) Days

Question No. 4: For each potential School Zone for enforcement, how many lanes are there in each direction for enforcement?

Response No. 4: No more than five (5) lanes in each direction. The number of lanes may decrease based on the agency, and area.

Question No. 5: Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFSP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

Please define the word "Principal" used here.

Response No. 5: A person who has controlling authority or is in a leading position. the person in charge. The owner of the company or primary decision-maker.

Question No. 6: Corporate Resolution

Given the short time frame, we would be unable to assemble our board of directors in time to complete and sign this resolution. Will the City accept a Secretary's Certificate as an approved equivalent?

Response No. 6: The City accept a Secretary's Certificate as an approved equivalent, however reserves the right to request Corporate Resolution at which time the Firm shall comply accordingly.

Proposals **must** be submitted on or before **December 6th at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME: _____

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

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ADDENDUM No. 3

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 28, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Change(s)

By issuance of this addendum the Proposal Opening Date is hereby changed from December 6th, 2023 at 11:00AM to **January 9th, 2024 at 11:00AM**

Proposals **must** be submitted on or before **January 9th, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME: _____

OFFICE OF THE MAYOR
Nick Sortal
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ADDENDUM No. 4

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: January 5, 2024

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Question and Answers

Question No. 1: Can the City please explain what information they are looking for in the needs testing?

Response No. 1: The City is looking for an overall vehicle count and number of vehicles that are exceeding the posted speed limit in excess of the 10 MPH threshold.

Question No. 2 How many school zones are in state right of ways? And will the 14-day permitting timeline be the same for state and county right of way usage?

Response No. 2 This response only pertains to the City of Plantation. There are 2 school zones located within the state ROW. The remaining school zones are either in Broward County or City ROW.

Question No. 3: Are the camera's referenced in a) above the Speed Detection Device cameras, ALPR cameras, or is it your expectation that both be used for this purpose?

Response No. 3: Please explain the firm's ability to operate as speed detection cameras with integrated ALPR capabilities, however, the primary focus of this project is school speed cameras

Question No. 4: During what hours do you expect the live streaming video feeds to be available?

Responses No. 4: During authorized enforcement periods. If the law, now or in the future, allows the Police Department to utilize this capability outside of enforcement periods, the City would request the capability to livestream at all times in compliance with the law.

Question No. 5: Is it your expectation that the ALPR and video system capabilities will be available 24/7, 365 days per year?

Response No. 5: Yes, if permitted by law now or in the future.

Question No. 6: Are you of the opinion that the services listed above in a) and b) do not conflict with the language of Florida Statute 316.1896(15) which reads: (a) A speed detection system in a school zone may not be used for remote surveillance. (emphasis added)"… "Recorded video or photographs collected as part of a speed detection

systems in a school zone may only be used to document violations of ss. 316.1895 and 316.183 and for purposes of determining criminal or civil liability for incidents captured by the speed detection system. (emphasis added)"

Response No. 6: This is a new law and it is expected that future case law will provide further clarification as to what constitutes "remote surveillance" and permitted uses of the system for incidental crimes captured by the system. The City of Plantation intends to comply with all statutes and future case law regarding this system.

Question No. 7: Should any of the services requested by City be found to be in violation of Florida Statute 316.1896, will the City indemnify firm from any legal action resulting from the violation?

Response No. 7: The City intends to comply with all laws at all times. The City will not indemnify Firm from any legal action resulting from any violation. Firm shall comply with the Law, and ensure the system offered is operating in compliance with the Law.

Question No. 8: - Do you intend to permit the use of separate ALPR and video camera systems, or is the plan to utilize the speed enforcement system as both an ALPR and video system?

Response No. 8: If permitted by law the City intends for the speed enforcement system to have ALPR capabilities that integrate with the above systems.

Question No. 9: Is it your expectation that the ALPR cameras in each location as noted in c) above will be separate and independent from the cameras used for speed detection as defined by the statute or are you of the opinion that the services listed above do not conflict with the language of Florida Statute 316.1896(15).

Response No. 9: If permitted by law the City would prefer the speed detection cameras to have ALPR capabilities. If not permitted then the City may request to install a separate ALPR camera utilizing the same infrastructure. This is a new law and it is expected that future case law will provide further clarification as to what constitutes "remote surveillance" and permitted uses of the system for incidental crimes captured by the system. The City of Plantation intends to comply with all statutes and future case law regarding this system.

Question No. 10: Is the stored footage referred to in a) above the stored footage of violation videos only or any footage recorded?

Response No. 10: Any video recorded pursuant to a lawful use.

Question No. 11: Does the footage need to be made accessible through any video management software or must it be through the LPR vendor currently being utilized by the Plantation Police Department? If the current vendor, what is the source in which the live video needs to feed into?

Response No. 11: Any video management software capable of being supported by City IT Department.

Question No. 12: While we would have no objection to the City adding additional equipment to the poles, adding additional equipment to the poles would require a new wind load/structural requirement. With that in mind, is the City going to handle engineering associated with modifications?

Response No. 12: Yes, the City will be responsible for any needed Engineering studies for any additional equipment added that was not part of the original plan.

Question No. 13: The systems we are proposing operates 24/7 off solar. In the event you decide to add additional equipment, can we add, at no charge to the City, additional solar/battery to the system to accommodate for that increase? If so, would you be able to advise us while we are in the engineering phase in order that we might account for the max power draws of each piece of equipment?

Response No. 13: Yes, and Yes, the City can provide this information

Question No. 14: Do the camera's need to be connected to or controlled by the flashing light systems installed currently? If so, who would be required to provide updated changes to school zone times?

Response No. 14: This response pertains to agencies in Broward County only. The City does not require the system to be connected to the flashing light systems as they are maintained and controlled by Broward County. Updated school zone times are set by Broward County.

Question No. 15: - Once a vendor is selected, who will coordinate the installation time frame?

Response No. 15: Installation will be coordinated with the Police Department in conjunction with City and County Engineering Departments, and FDOT where appropriate.

Question No. 16: Since the award is creating a procurement co-op, naming multiple cities/ systems throughout Broward, Palm Beach, and Miami Dade, is the evaluation committee a multi-agency committee or entirely comprised of City of Plantation staff?

Response No. 16: Currently the Selection Committee will comprise of City of Plantation staff. The City reserves the right to make changes to the selection committee, as necessary.

Question No. 17: If all or portions of the scope of services defined in the bid are found to not follow Florida Statues, will the current bid be thrown out and reissued?

Response No. 17: If any portion of the solicitation is found to be in contradiction of the Florida Statute the Firm shall identify the contradiction within its submittal.

Question No. 18: Within section 4 Key Staff Experience and Qualifications, #3Experience and qualifications pf all key Proposer and Sub-Proposer players; (Provide resumes and licenses of all persons who will be involved in the engagement of the proposed project(s). Are resumes only required for named key staff?

Response No. 18: Resumes shall provide be provided for Key named Staff members (Proposer and Sub-Proposer). Firm reserves the right/ability to submit additional information as necessary.

Question No. 19: What qualifies as trade secret within a public request?

Response No. 19: Firm is encouraged to review/read Chapter 119 of the Florida Statutes for this determination.

Question No. 20: As this contract will be primarily based on a revenue share pricing structure and is not a "lump sum or cost or cost-plus-a-fixed fee professional services contract", do proposers need to complete the Truth in Negotiations Statement document.

Response No. 20: The City is requiring that all Firm submitting a proposal to complete the "Truth in Negotiation Form" provided.

Question No. 21: Are the only price requirement included within the Bid/Proposal Form?

Response No. 21: Yes

Question No. 22: Will the City accept digital signatures as opposed to longhand that's referenced on 3.1?

Response No. 22: The City will also accept digital signatures.

Question No. 23: On the proposed checklist, under submittal forms, it refers to register as a City of Plantation Vendor, where is this form?

Response No. 23: This action electronic and is performed on the City's website (https://www2.plantation.org/VendorApplication/).

Question No. 24: Are we allowed to take exceptions?

Responses No. 24: Exception may be made. However, the Firm understands that the provided information within the solicitation provides the City preferred outcome and terms.

Question No. 25: Where should the proposed Schedule of Values be included within our response and what is a schedule of values?

Response No. 25: This solicitation does not require the submission of a Schedule of Values.

Question No. 26: Can Bidders number pages by major section?

Response No. 26: Yes.

Question No. 27: Can Bidders exclude signed forms, attachments, table of content, etc. from consecutive numbering requirement?

Response No. 27: Yes.

Question No. 28: Can the City please explain what information they are looking for in the needs testing?

Response No. 28: Testing system to ensure it meets the City's desired outcome as described.

Question No. 29: Please confirm that a certificate of insurance is not required with the proposal and only confirmation that we can meet the requirement by submitting the Certificate of Insurance Summary form on page 63 of the RFSP.

Response No. 29: Submittal of a Certificate of Insurance is not required. However, submission of a sample Certificate of Insurance is encouraged. Submission of the Certificate of Insurance Summary form is required.

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

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Question No. 30: If there has not been any work performed previously by the vendor for the City of Plantation should this for be left Blank; or possibly enter N/A for the various columns?

Response No. 30: No Form or column should be left blank; the Firm shall use N/A where applicable and still sign Form(s) if necessary.

Proposals **must** be submitted on or before **January 9th, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME: _____

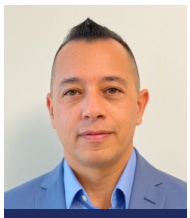
EXHIBIT “D”

(Documentation required by the City submitted by the RedSpeed during the solicitation period prior to Notice of Award)

RedSpeed Key Personnel

RedSpeed has assembled a comprehensive implementation and management team comprising seasoned industry professionals representing each key service delivery culture: Engineering, Project Management and Operations.

The following team members have been assembled to spearhead this program based on their individual experience, dedication, and proven ability to perform at the highest levels on similar projects. RedSpeed currently has four (4) full-time employees working in Florida and is in the hiring process for four (4) more.



ROBERT LIBERMAN
CEO

GREG PARKS
Senior Vice President

MOODY EITAWIL
Senior IT System Administrator

DEBRA BEERUP
Director of Client Relations

LISA GREEN
Director of Operations

JULIO SILVA
Implementation Project Manager

JOSE CHAVEZ
Director of Engineering

MICHAEL MCALISTER
Attorney

GREGORY JOHNS
Director of Finance

RAQUEL ADAMS
Call Center Manager

GERARDO ALVARADO
Field Engineer

SERGIO RANGEL
Senior Field Engineer

CHAVIS SARGENT
Field Engineer

JENNIFER VILLARREAL
Human Resources

Certificate of Approval

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
TALLAHASSEE, FLORIDA

THIS IS TO CERTIFY PURSUANT TO RULE 15B-2.007(1) AND 15B-2.008 FLORIDA ADMINISTRATION CODE THAT THE STATE OF FLORIDA, DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES HAS ON FILE THE FOLLOWING INFORMATION PERTAINING TO A RADAR SPEED MEASURING DEVICE (RSMD) OR LASER SPEED MEASURING DEVICE (LSMD):

1. _____ (CHECK FOR RSMD) A CERTIFICATE OF TYPE ACCEPTANCE BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC) AND THE DEVICE APPEARS ON THE CURRENT INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACP) CONSUMER PRODUCT LIST FOR RADAR SPEED CRITERIA OF RULE 15B-2.0082 FLORIDA ADMINISTRATIVE CODE.

2. X (CHECK FOR LSMD) A REPORT FROM AN INDEPENDENT TESTING LABORATORY CERTIFYING THAT A LASER SPEED MEASURING DEVICE MEETS THE MINIMUM DESIGN CRITERIA OF RULE 15B-2.014 FLORIDA ADMINISTRATIVE CODE.

Stalker LIDAR XLR

(TYPE OF EQUIPMENT OR ACCESSORIES)

Certified on April 04, 2013

MANUFACTURED BY
Applied Concepts Incorporated

2609 Technology Drive

Plano, Texas 75074

Certifying Authority (signature)	Lieutenant Title
John J. Bagnardi	April 04, 2013
Certifying Authority (printed name)	Date

HSMV 60013 (7/03)

Type of identification produced_____ **(NOTARY'S SEAL)**

ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY)

STATE OF Illinois)

SS

COUNTY OF Will)

On this 28th day of December, 2023 , before me, the undersigned authority, personally appeared Robert Liberman, to me known to be the individual described in and who executed the foregoing instrument as CEO of RedSpeed Florida, a Limited Liability company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Robert Liberman

WITNESS my hand and official seal the date aforesaid.

(Signature of Notary Public)

Gregory Johns Jr (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

OFFICIAL SEAL
GREGORY JOHNS JR
Notary Public, State of Illinois
Commission No. 904337
My Commission Expires
November 13, 2027

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* Robert Liberman am the *(title)* CEO and the duly authorized representative of the firm of *(Firm Name)* RedSpeed Florida, LLC whose address is 6245 Clark Center Ave Suite J Sarasota, FL 34238, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: RedSpeed Florida, LLC

Printed Name: Robert Liberman

Signature: Robert Liberman Title: CEO

Date: December 28, 2023

STATE OF Illinois
COUNTY OF Will

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 28th (*date*) by Robert Liberman (*name of officer or agent, title of officer or agent*), of RedSpeed Florida (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

NOTARY PUBLIC

My Commission Expires: 11/13/2027

OFFICIAL SEAL
GREGORY JOHNS JR
Notary Public, State of Illinois
Commission No. 904337
My Commission Expires
November 13, 2027

FORMS

FIRM PROFILE

1. Firm (or joint venture) Name & Address

RedSpeed Florida, LLC

Corporate Address:
450 Eisenhower Lane North
Lombard, Il 60148

Florida Headquarters
6245 Clark Center Ave, Suite 3
Sarasota, FL 34328

South Florida Office
8333 N.W. 53rd Street, Suite 450
Doral, FL 33166

Florida Technical Center
20725 A37 NE 16th Ave
Miami, FL 33179

1e. Licensed to do business in the State of Florida
_X___ Yes _____ No

1f. Name, Title & Telephone Number of Principal to Contact

Robert Liberman
630.329.9856
robert.liberman@redspeed.com

1a. Firm is __X_ National ____ Regional ____ Local

FEIN # 80-0218940

1g. Address of office to perform work, if different from Item 1

1 b. Firm is a County Certified Small Business ___Yes __x_ No

1c. Firm is a County Certified Disadvantage Business Enterprise
_____ Yes __x____ No

1d. Firm is a Certified Minority Business _____ Yes x_____ No

2. Please list the number of people by discipline that your firm/joint venture will commit to City projects.

Please see Personnel Tab for detailed disciplines and assignments.

3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

N/A

3a. Has this joint venture previously worked together? ____ Yes ____ No

FORM 3

TEAM COMPOSITION

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number
Principal-in-Charge	Robert Liberman	
Project Manager	Greg Parks	
List other Key Members:	Please see Personnel Tab Incorporated by Reference	

Sub Consultants:

Role	Company Name & Address of Office Handling this Project	Projected % of Overall Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)	Firm is DBE /CBE (Yes or No)

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? _____ Yes _____ No N/A

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

FORM 3

LOCATION

1. Specify address of Prime Consultant's designated office where the majority of work on projects will be performed:

RedSpeed Florida Technical Center
20725 A37 NE 16th Ave
Miami, FL 33179

2. Indicate percentage of total overall project fees projected to be performed on projects by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on projects by sub-consultants)

65 %

3. Specify address of Prime Consultant's other office(s) where any part of the work on projects will be performed (if applicable):

450 Eisenhower Lane North
Lombard IL 60148

4. Indicate percentage of total overall fees projected to be performed on projects by the office specified above. Do not include percentage of fees anticipated to be performed on projects by sub-consultants.

35 %

5. Indicate percentage of total overall fees projected to be performed on projects by firms located within City of Plantation including the prime consultant and sub-consultants, utilizing information supplied above.

0 %

PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Automated Speed Enforcement

2. This sworn statement is submitted by RedSpeed Florida, LLC (entity submitting sworn statement), whose business address is 450 Eisenhower Lane North and its Federal Employer Identification Number (FEIN) is 80-0218940. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Robert Liberman (please print name of individual signing), and my relationship to the entity named above is Manager.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

PUBLIC ENTITY CRIMES

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

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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

Robert Liberman
(Signature)

1/8/2024
(Date)

STATE OF Illinois

COUNTY OF Will

The foregoing instrument was acknowledged before me this 8th Day of January, 2024, by Robert Liberman, who is personally known to me or who has produced Drivers License as identification.

NOTARY SEAL

OFFICIAL SEAL
GREGORY JOHNS JR
Notary Public, State of Illinois
Commission No. 904337
My Commission Expires
November 13, 2027

NOTARY PUBLIC:

SIGN: _____

PRINT: Gregory Johns Jr
Notary Public, State at large
My Commission Expires: 11/13/2027

DRUG-FREE WORKPLACE

STATEMENT UNDER SECTION 287.087
FLORIDA STATUES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Robert Liberman

Signature

Robert Liberman

Printed Name

RedSpeed Florida, LLC

Bidder Name

12/28/2023

Date

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP

Witnesses:

Michael McAllister
Typed name:

Greg Parks
Typed name:

BIDDER:

By: Robert Liberman

Name: Robert Liberman

Title: CEO

STATE OF Illinois

COUNTY OF Will

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 28th (*date*) by Robert Liberman who is personally known to me or who has produced Drivers License as identification.

My commission expires: 11/13/2027

NOTARY PUBLIC

OFFICIAL SEAL
GREGORY JOHNS JR
Notary Public, State of Illinois
Commission No. 904337
My Commission Expires
November 13, 2027

Revised July 2023

EXHIBIT “E”

(Insurance Requirements)

INSURANCE REQUIREMENTS

Statement

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

Insurance

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

Additional Insured

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

Commercial General Liability

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

Business Automobile Liability

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers Compensation & Employers Liability

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

Umbrella Excess Liability

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

Professional Liability

If required by contract will be a minimum of 1,000,000.

Waiver of Subrogation

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

INSURANCE

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

Schedule	**Limits**
Commercial General Liability	$1,000,000 Each Occurrence
Blanket Contractual Liability	$2,000,000 Each Occurrence
Independent Contractors	Premises-Operations
Products & Completed Operations	Personal /Advertising Injury
Blanket Contractual Liability	Independent Contractors
Automobile Liability	
Any auto including Hired & Non-owned	$1,000,000 Combined Single Limit
Broad Form Property Damage	$1,000,000 Each Occurrence
Blanket X, C, U Hazards	If required (Included)
Workers' Compensation	Florida 440 Statutory Coverage
Employers Liability	$1,000,000 Each Accident
Disease Policy Limit	$1,000,000

Insurance Summary:

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the Firm shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Firm. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

THE UNDERSIGNED FIRM HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS **FIRM**

DATE **CITY OF PLANTATION**
Risk Manager

City's Risk Manager hereby waives the following Insurance Requirements

INSURANCE REQUIREMENTS

SAMPLE

DATE (MM/DD/YYYY) 12/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Underwriters Miami, FL 33166	CONTACT NAME: Agent Name (A/C, No, Ext): FAX (A/C, No): Agent CONTACT INFORMATION
INSURED Any-Business 1101 Easy St MIAMI, FL 33131	INSURER A : INSURER B : INSURER C : INSURER D : INSURER E :

NAIC #

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X				EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE Per - OCCUR X						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-C JECT LO						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY		X				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$ INCLUDED
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ INCLUDED
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ INCLUDED
								$
	UMBRELLA LIAB X OCCUR CLAIMS-	X	X				EACH OCCURRENCE	$
X	EXCESS LIAB MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	X				X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER E X C L U D E D ?						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EAEMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION

CERTIFICATE HOLDER

City OF Plantation **400 NW 73rd AVENUE** **PLANTATION, FL 33317**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE

REDSILL-01 JSANDERS2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Alliant Insurance Services, Inc. 353 N Clark St 11th Fl Chicago, IL 60654	PHONE (A/C, No, Ext): (312) 595-6200	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B : American Guarantee and Liability Insurance Company	26247
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Redspeed Florida, LLC
450 Eisenhower Lane North
Lombard, IL 60148

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR			CPO 6899538 - 00	10/9/2023	10/9/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			CPO 6899538 - 00	10/9/2023	10/9/2024	BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR							
	EXCESS LIAB [ ] CLAIMS-MADE			AUC 6943723-00	10/9/2023	10/9/2024	EACH OCCURRENCE	$ 10,000,000
	DED [ ] RETENTION $						AGGREGATE	$ 10,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A		WC 6899539 - 00	10/9/2023	10/9/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THe following are included as Additional Insureds on the General Liability and Automobile Policies and Loss Payee on the Automobile Policy per written contract: City of Plantation

The General Liability Policy is on a Primary and Non-Contribtiory Basis per written contract.

A Waiver of Subrogation applies to the the General Liability, Automobile and Workers Compensation Policies per written contract. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Statement on Insurance Compliance

In compliance with the requirements set forth in the RFP, RedSpeed Florida LLC confirms its commitment to maintaining the highest standards of insurance coverage throughout the duration of the Agreement. We understand the importance of robust insurance policies in safeguarding both our operations and our partnership with the City of Plantation. Our firm consistently exceeds the minimum insurance coverages specified, ensuring comprehensive protection against any claims related to our acts or omissions.

We will ensure that the "City of Plantation" is appropriately listed as an additional insured on all policies as required. In accordance with the RFP stipulations, RedSpeed Florida LLC will provide the City with copies of all Certificates of Insurance, or other sufficient documentation, demonstrating the required coverage at least fifteen (15) days prior to the commencement of services. Furthermore, if requested, we are prepared to furnish complete, certified copies of all insurance policies and endorsements any time upon request.

Our insurance policies are issued by insurers that not only meet but often exceed the A. M. Best rating of "A-" with a Financial Size Category of at least Class VII, and are fully authorized to transact insurance in the State of Florida. This aligns with the RFP's expectations and the City's Risk Management Department's standards. We assure the City that there will be no lapse in coverage at any time during the period in which coverage is mandated by the Agreement. RedSpeed Florida LLC is dedicated to upholding these standards, providing primary coverage without requiring contribution from any City insurance, thus ensuring a seamless and secure partnership.

EXHIBIT “F”

(General Terms and Provisions)

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

Proposals must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Proposals not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the Proposal/proposal form.

C. Failure to properly complete Proposal/proposal.

D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.

F. Omission of Proposal security (if required).

G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.

B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.

C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.

2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,

    b. The Proposer's compliance record with contract general conditions on other projects,

    c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,

    e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.

9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.

    c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.

    d. Whether Proposer's contract on other projects has ever been terminated.

    e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual

orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where an City officer or employee’s spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer’s or employee’s spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods and services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Charles Spencer, Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: espencer@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by

the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement at the option of the CITY.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237
ABEGGEROW@PLANTATION.ORG

36. PUBLIC AGENCY CONTRACTING

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this

section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

GENERAL TERMS AND PROVISIONS

IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

Robert Liberman

Witness

(Authorized Signature in Ink or Electronic)

Robert Liberman

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

CEO

(Printed Title of Above Signer)

12/28/2023

(Date Signed)

STATE OF Illinois

COUNTY OF Will

OFFICIAL SEAL
GREGORY JOHNS JR
Notary Public, State of Illinois
Commission No. 904337
My Commission Expires
November 13, 2027

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☑ online notarization, this 28th day of December, 2023, by Robert Liberman, as CEO for RedSpeed Florida, LLC, who is personally known to me or who has produced Drivers License as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: Gregory Johns Jr

My commission expires: 11/13/2027

As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.

EXHIBIT “G”

(Federal Bureau of Investigation
Criminal Justice Information Services
Security Addendum)

FEDERAL BUREAU OF INVESTIGATION

CRIMINAL JUSTICE INFORMATION SERVICES

SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

_____ _____

Printed Name/Signature of Contractor Employee Date

_____ _____

Printed Name/Signature of Contractor Representative Date

_____

Organization and Title of Contractor Representative

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

Plantation
the grass is greener®

CITY COUNCIL
Timothy J. Fadgen, President
Louis Reinstein, President Pro Tem
Eril Anderson
Jennifer Andreu
Denise Horland

June 14, 2024

Robert Liberman, Manager
RedSpeed Florida, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Email: Robert.Liberman@RedSpeed.com

RE: RFSP No. 005-24; Speed Detection Camera System for School Zones

Dear Robert Liberman:

This letter is to inform you that the City of Plantation City Council- authorized and approved the following on the Legislation Section of the Agenda, Item No.10 during their June 12, 2024 City Council meeting:

- Approval of the Selection Committee's scores and rankings identifying RedSpeed Florida, LLC, as the highest ranked (most advantageous) Firm in reference to RFSP No. 005-24; Speed Detection Camera System for School Zones.

- Approval of a resolution of the City Council of the City of Plantation, Florida, approving and authorizing execution of an agreement with RedSpeed Florida, LLC for speed detection camera system for school zones; providing for conflicts; providing for severability; and providing for an effective date.

- Authorization and approval to execute the negotiated agreement (see attached) between the City of Plantation and RedSpeed Florida, LLC for "Speed Detection Camera System for School Zones -Term Contract", in accordance with the scope of work, terms and conditions provided in the attached agreement; and whereas, the initial term of this agreement shall be for five (5) years, unless terminated earlier. In addition, the City reserves the right to extend this Agreement for one (1) additional five (5) year term , provided RedSpeed Florida, LLC also agrees in writing to extension upon such terms as the City and RedSpeed Florida, LLC agree, and requiring that any renewal shall be presented, considered and approved by the City Council at a regular or special meeting, providing for public comment, and prohibiting such contract renewal from being considered as part of a consent agenda.

- Authorization and approval for the City of Plantation to act as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group for matters pertaining to the agreement associated with RFSP No. 005-24; Speed Detection Camera System for School Zones- Term Contract.

The approved Agreement has been signed by RedSpeed Florida, LLC, and the City will now begin its counter-signing procedures.

Note: The City shall not be obligated to any Proposer to enter into a contract or issue a purchase order with the Proposer despite the City governing body prospectively awarding the Project/Services to a successful Proposer. The City shall be obligated to any Proposer for the project/services if and only if the CITY enters into a contract or issues a purchase order for the Project/Services with the Proposer, and further, no action will lie against the City to compel the City to execute any such contract or purchase order, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order.

If you have any questions, please do not hesitate to contact me.

Respectfully,

Ezzard C. Spencer, Jr.

Charles Spencer, NIGP-CPP
Procurement Director
Email: Espencer@Plantation.org

RESOLUTION NO. 2024-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH REDSPEED FLORIDA, LLC FOR SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council finds that it is in the best interests of the public to enter into an Agreement with RedSpeed Florida, LLC for speed detection camera system for school zones; and

WHEREAS, the initial term of this agreement shall be for five (5) years, unless terminated earlier; and

WHEREAS, the City reserves the right to extend this Agreement for one (1) additional five (5) year term, provided RedSpeed Florida, LLC also agrees in writing to extension upon such terms as the City and RedSpeed Florida, LLC agree; and

WHEREAS, any renewal shall be presented, considered and approved by the City Council at a regular or special meeting, providing for public comment, and prohibiting such contract renewal from being considered as part of a consent agenda.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA, THAT:

Section 1. The foregoing recital is hereby ratified and confirmed as being true and correct and is incorporated herein by this reference.

Section 2. The Agreement attached hereto is approved. The Mayor and Chief Administrative Officer are authorized to execute the Agreement with RedSpeed Florida, LLC. The City Administration may make minor changes to the Agreement as are deemed necessary and appropriate.

Section 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4. Should any section, paragraph, sentence, clause or phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 5. This Resolution shall take effect immediately upon passage and adoption and signature of the Mayor.

(Signature Page to Follow)

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA, THIS 12 DAY OF June, 2024.

SIGNED by the Mayor this 12 day of June, 2024.

CITY OF PLANTATION, FLORIDA

Nick Sortal

NICK SORTAL, MAYOR

ATTEST:

April L Beggerow

APRIL BEGGEROW, MPA, CMC
CITY CLERK

	APPROVED	DATE
REQUESTED BY:		
Dept. OK:		
ADMIN. OK:		
ATTY. OK: As to form only		

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received by the Office of the City Clerk and entered into the Public Record this 12th day of June, 2024.

April L Beggerow

April Beggerow, City Clerk

{00606086.1 2007-0000000 }

Evaluation Tabulation Sheet

Selection Committee
Chad Fowler, Police (1- Chair)
Nancy Paul, Administration (2)
Laura Karpaviciute, Administration (3)

Date: **March 12, 2024 and April 16th 2024** **Print Name:** **Charles Spencer** **Signature:** Ezzard C. Spencer, Jr.

RFSP No.: 005-24

Title: Speed Detection Camera System for School Zones

SELECTION COMMITTEE	RedSpeed Florida, LLC	SaferSpeeds, LLC	Sensys Gatso Group USA, Inc	Blue Line Solutions LLC.
Committee Member No. 1	98.2	45	54.6	76.6
Committee Member No. 2	73.2	~~60~~ 55	79.6	~~78.6~~ 68.6
Committee Member No. 3	84.2	39	61.6	56.6
TOTAL SCORE	**255.6**	**~~144~~ 139**	**195.8**	**~~211.8~~ 201.8**

SELECTION COMMITTEE	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Committee Member No. 1	63.4	92.8	96.2	63.2
Committee Member No. 2	81.4	53.8	89.2	88.2
Committee Member No. 3	81.4	80.8	76.2	74.2
TOTAL SCORE	**226.2**	**227.4**	**261.6**	**225.6**

Presentation/Interview Scores with Shortlisted Firm(s) (if Conducted)

SELECTION COMMITTEE	RedSpeed Florida, LLC	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Committee Member No. 1	20	15	15	13	12
Committee Member No. 2	18	10	10	15	10
Committee Member No. 3	19	17	17	17	16
Total Cumulative Score	312.6	268.2	269.4	306.6	263.6

Firm's Position Number After Points Were Tallied

Proposers	RedSpeed Florida, LLC	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Designation Number	**1**	**4**	**3**	**2**	**5**

Note: Tie Breaking Procedures: A tie shall exist whenever two or more Proposers receive the same final score. Tie breaking procedures shall only be applied when a tie exists between the highest ranking or scoring Proposers. The tie breaking procedure shall only be applied in the final step of the selection process. If presentations or interviews are not conducted, tie breaking procedures will be applied at the conclusion of the evaluation and scoring of the written proposals. If presentations or interviews are conducted, tie breaking procedures will be applied at the conclusion of the presentations or interviews and ranking of the proposers. 1.Whenever two or more proposals are determined to be equal with respect to price, quality, and service, the proposal from the business that certifies that it has implemented a drug-free workplace program pursuant to Section 287.087; Florida Statutes shall be given preference in the award process. 2. If the tied Firm have all implemented a drug-free workplace program, and a tie continues to exist, the award shall be made based on random selection by the Procurement Official before at least one witness.

Information relating to the March 12, 2024 Public Selection Committee Meeting.

- The Committee held public discussions, scored and ranked proposals received.
- The Committee Short-Listed to the top five (5) (highest scored) Firms (see highlighted Firms), and has elected to conduct oral presentations/interviews with the selected Firms.
- Pursuant to the process outlined in the solicitation (RFSP No. 005-24). The City will conduct oral presentations/interviews with the top five (5) (highest scored) Firms. This process will provide for a maximum of twenty (20) additional points per Selection Committee member, per each Proposer. A Proposer may receive all or a portion of this amount depending on the Oral Presentation provided by the Proposer as determined by the Selection Committee.
- The Procurement Department will reach out to the shortlisted Firms, and provide them with a date and time of the presentation/interview.
- During the validation of the Selection Committee scores sheets, Procurement noticed a mathematical error which has been adjusted accordingly. This change/error did not change any Firms potions/ranking.

Information relating to the April 16, 2024 Public Selection Committee Meeting.

- **Public Meeting Notes**: On April 16, 2024, the Selection Committee held a public meeting where they discussed, scored and ranked the five (5) shortlisted Firms, based on the Firms oral presentations and interviews. The final outcome of this meeting/process can be found above. In accordance with the solicitation process, City Code, City policies and/or procedures, the City will proceed with agreement negotiations with most advantageous Firm (Firm with the highest cumulative score).

CITY OF PLANTATION

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REQUEST FOR SEALED PROPOSALS

RFSP NO. 005-24

"SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES"

PROPOSAL OPENING DATE: **December 6, 2023**

PROPOSAL OPENING TIME: **11:00AM**

LOCATION OF PROPOSAL OPENING: 400 NW 73rd Ave, Plantation FL- Council Chambers

BID REQUIREMENTS

BID BOND – N/A

LIQUIDATED DAMAGES – APPLICABLE

PUBLIC CONSTRUCTION BOND – N/A

Proposals must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Bids not received electronically via Demand Star will be rejected.

CONTACT PERSON: CHARLES SPENCER

EMAIL: ESPENCER@PLANTATION.ORG

PHONE NUMBER: (954) 797-2647

PROCUREMENT DEPARTMENT

Revised June 2023

Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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November 2, 2023

The Sun Sentinel
333 SW 12 Avenue
Deerfield Beach, FL 33442

Attention: Legal Advertisement Department

Please publish the following Notice to Proposers in your Fort Lauderdale News ONLY, TWO TIMES, one time in two consecutive issues, as soon as possible:

RFSP No. 005-24
SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES
CITY OF PLANTATION

All Responses will be received electronically via the Demand Star website on or before **11:00 am. on Wednesday, December 6, 2023.** Proposal Documents may be obtained electronically at https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Proposals will not be considered and cannot be entered online after the above referenced date.

If a Bid Bond is required for this solicitation the original bid bond shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

General Description of Scope of Services:

- The City of Plantation is requesting proposals from qualified Firms for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collections.

All questions may be addressed in writing to the Charles Spencer, Procurement Director, 400 NW 73 Avenue Plantation, Florida. Charles Spencer can be reached at 954-797-2647, Monday Through Friday, 8AM to 4:30PM, Email: Espencer@plantation.org.

The City reserves the right to reject any and all proposals and to accept the one that is in the best interests of the City.

Yours Truly,

April Beggerow, City Clerk
City of Plantation

NOTICE TO PROPOSERS

The City of Plantation, Florida is soliciting proposals for **RFSP NO. 005-24; Speed Detection Camera System for School Zones**. The project will generally consist of, but is not limited to, the following:

- **The Firm will supply a speed camera detection system and program for school zones in the City of Plantation and any other participating public agency. This system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the Firm(s). The Firm may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid. The Firm is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.**

Proposal Documents may be obtained electronically at https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Proposals will not be considered and cannot be entered online after the proposal opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Proposal Opening time and date provided.

Important Time(s) and Date(s):

- Proposal Opening: December 6, 2023 at 11:00am
  - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

If a Proposal Security is required for this solicitation the original proposal security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the Proposer to ensure that proposal is received no later than the time indicated above. **Proposals received after that time will not be considered.**

All questions may be addressed in writing to the **Procurement Director, Charles Spencer**, 400 NW 73rd Avenue, Plantation Florida 33317. Charles Spencer can be reached at 954-797-2647, Monday through Friday, 8AM to 4:30PM, Email: ESpencer@plantation.org.

As a further condition precedent for consideration of any Proposal, such Proposal must strictly comply with the Instructions to Proposer as issued by the City. The City reserves the right in its sole discretion to reject any proposal which does not strictly comply with said Instructions to Proposer and further reserves the right to accept or reject any proposal as set forth in said instructions.

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

Proposals must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Proposals not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the Proposal/proposal form.

C. Failure to properly complete Proposal/proposal.

D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.

F. Omission of Proposal security (if required).

G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.

B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.

C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.

2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,

    b. The Proposer's compliance record with contract general conditions on other projects,

    c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,

    e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.

9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.

    c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.

    d. Whether Proposer's contract on other projects has ever been terminated.

    e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual

orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where an City officer or employee’s spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer’s or employee’s spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods and services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Charles Spencer, Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: espencer@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by

the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement at the option of the CITY.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237
ABEGGEROW@PLANTATION.ORG

36. PUBLIC AGENCY CONTRACTING

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this

section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

GENERAL TERMS AND PROVISIONS

IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

_____	_____
Witness	(Authorized Signature in Ink or Electronic)
_____	_____
Witness	(Printed Name of Above Signer)
Corporate Seal (Where appropriate)	_____
	(Printed Title of Above Signer)
	_____
	(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.

Revised June 2023

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Proposer: One who submits a Proposal directly to City, as distinct from a sub-Proposer, who submits a proposal to a Proposer

1.2 City Rep: City of Plantation, Procurement Director or Designee

1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.

1.4 Firm: The Proposer with whom City enters into a Contract for the Work.

1.5 The words 'proposal" and "bid" for this proposal are considered interchangeable.

1.6 The Proposal: A Proposal is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Solicitation Documents

1.7 Base Proposal: The Base Proposal is the sum stated in the Proposal for which the Proposer offers to perform the Work described in the Solicitation Documents as the base, to which work may be added or form which work may be deleted for sums stated in Alternate Bids, if any.

1.8 Alternates: An Alternate Proposal (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Solicitation Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF SOLICITATION DOCUMENTS:

2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/.

2.2. Complete sets of Solicitation Documents shall be used in preparing Proposals, neither City nor the City Rep that prepared or assisted in the preparation of the Solicitation Documents assume any responsibility for errors or

misinterpretations resulting from the use of incomplete sets of Solicitation Documents.

3. PREPARATION AND SUBMITTAL OF PROPOSAL FORM(S)

3.1. Proposals shall be submitted utilizing the Proposal Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.

3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.

3.3. Proposals shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

4.1. Award shall be made to the Proposer whose Proposal is determined to be the most advantageous to the City taking into consideration the evaluation factors and criteria set forth in the RFSP.

5. DEVIATION

5.1. Proposals from Proposers which make any exceptions to the specified terms and conditions will be subject to rejection.

6. PACKING SLIPS AND INVOICES

6.1. The Proposer shall provide to the City a list and/or description of all products sold to the City via packing slip and invoice.

7. COMPENSATION

7.1. The City shall pay the Firm upon completion and inspection of the work/goods by a City representative. Payment shall be made to the Firm approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

7.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

8. GUARANTEES

8.1. The Proposer shall guarantee all products provided to the City throughout the life of this contract. The Proposer shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

9. EXAMINATION OF SOLICITATION DOCUMENTS AND SITE

9.1. Before submitting a Proposal, each Proposer must (a) examine the Solicitation Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.

9.2. The submission of a Proposal will constitute an incontrovertible representation by the Proposer that they have complied with every requirement stated herein and that the Solicitation Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.

9.3. Before submitting a Proposal, each Proposer will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Proposer deems necessary to determine their Proposal price for performance and furnishing of the

work/services in accordance with the time, price and other terms and conditions of the Solicitation Documents.

10. INTERPRETATIONS AND ADDENDA

10.1. All questions about the meaning or intent of the Solicitation Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Proposals will be answered at the discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

10.2. In the event of conflict between the Notice to Proposer and the terms written within the Scope of Services and/or Specifications contained within Solicitation Documents, the terms within the Scope of Services and/or Specifications shall control.

11. SUBMISSION OF PROPOSALS

11.1. All Proposals will be received electronically via the Demand Star website. Solicitation Documents may be obtained electronically at https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/. Proposals will not be considered and cannot be entered online after the proposal opening provide in the Notice to Proposers.

12. MODIFICATION AND WITHDRAWAL OF PROPOSALS

12.1. Proposals which have been submitted may not be modified or withdrawn after proposal opening date and time. Negligence on the part of the Proposer in the preparation of their proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for proposal opening.

13. OPENING OF PROPOSALS

13.1. Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

14. AWARD OF CONTRACT

14.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Proposer and to establish the responsibility, reputation, work load, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the

work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

14.2. The City shall not be obligated to any Proposer to enter into a contract or issue any purchase order with the Proposer despite the City governing body prospectively awarding the contract to the most advantageous Proposer. The City shall be obligated to any Proposer for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Proposer, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Proposer may incur if the City chooses not to sign such contract or issue a purchase order. By proposing on this work/services, all Proposers acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such contract at any time, and that Proposer waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.

14.3. If the contract/purchase order is to be awarded, CITY will give the Successful Proposer a Notice of Award.

15. INDEMNITY

15.1. Firm shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

15.1.1 The performance of this Agreement (including any amendments thereto) by Firm, its employees, agents, representatives or subcontractors; or (ii) The failure of Firm, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Firm, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Firm, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Firm, its employees, agents, representatives, or subcontractors; or (v) Firm's failure to maintain, preserve, retain, produce, or protect records

in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

15.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Firm pursuant to this Agreement or otherwise obtained by Firm, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

16. QUALIFICATIONS OF PROPOSERS

16.1. No proposal will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

16.2. City shall also have the right, unless prohibited by law, to meet with one or more Proposer after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.

16.3. Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

17. BID SECURITY

17.1. **If required an original proposal security shall be provided**. The amount and type of Proposal Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.

17.2. The Proposal Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Proposer fails to execute and deliver the Agreement and furnish the required

Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Proposal Security of that Proposer will be forfeited.

17.3. The Proposal Security of any Proposer whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar day after the executed Agreement is delivered by City to Firm and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.

17.4. Proposal shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.

17.5. A scan or copy of the original Bid Bond or Proposal Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Proposal being non-responsive.**

18. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

18.1. All proposals shall remain subject to acceptance for ninety (90) days after the day of the Proposal opening with pricing remaining firm/fixed, but City may, in its sole discretion, release any Proposal and return any Proposal Security prior to that date.

18.2. Extension of time when Proposals shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Proposer, and the surety, if any, for the Successful Proposer.

19. LIQUIDATED DAMAGES

19.1. City and Firm recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Firm recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Firm agree that as liquidated damages for delay (but not as a penalty) Firm shall pay City **$100.00 per day** for each day that expires after the time specified for Final Completion (adjusted for any

extensions thereof made in accordance with this Contract) until the Work has obtained Final Completion.

20. SCHEDULE OF VALUES

20.1. The proposed schedule of values shall be submitted with the Proposal so that the City may review it in connection with a determination on whether the Proposal balanced.

21. CONTRACT TIMELINE

21.1. The initial Contract shall be for a term of five (5) years. The term of the Contract may be extended by the City, with the written consent of the Firm, for such additional period of time as may be necessary or advantageous to the City.

22. CONTRACT SECURITY

22.1. When the Successful Proposer delivers the executed Agreement to City, the required Public Construction Bond or Performance and Payment Bond must accompany it. This bond may be required for all Projects having an estimated cost of $200,000 or greater or such lesser amount. The Public Construction Bond or Performance and Payment Bonds shall also apply to smaller Projects when required by Solicitation Documents.

END OF SECTION

I. City's Intent

The City of Plantation is requesting proposals from qualified Firm(s) for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collections. This is a cooperative RFSP issued by the City of Plantation on behalf of the Southeast Florida Governmental Cooperative Purchasing Group and the participating agencies referenced herein.

II. Scope of Work

The Firm will supply a speed camera detection system and program for school zones in the City of Plantation and any other participating public agencies. This system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the vendor. The Firm may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid. The Firm is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.

III. Project Specific Requirements

- Firm performs all necessary needs testing.
- Firm provides and installs all signage and equipment related to the program.
- Firm maintains all equipment, documentation, certifications, and permissions related to the program.
- Firm provides system training to the police department at no cost.
- Firm provides the Police Department with the ability to review stored footage (minimum 45 days).
- Firm provides the Police Department with the ability to live stream video from the camera feeds.
- Firm provides software for the approval and management of citations, review of video, and input of "hot list" data.
- Firm provides software for accessing automated license plate readers features.
- Speed detection camera system must be a high definition motion picture camera system that uses only infrared for lighting.
- Automated license plate readers for each location.
- Shall have the ability to merge automated license plate readers data with FLOCK, VIGILANT, and REKOR Recognition database systems.
- System must provide traffic data for speed and volume based on time of day.
- System must be programmable for school calendar, specific enforcement times, and variable speed thresholds.

- System must be fixed location in nature.
- System must manage multi-lane roads with high volumes of traffic.
- Firm provides all necessary documentation of certifications, citations, and evidence needed for court hearings.
- The service contract with the City of Plantation must be reviewable with an option to terminate after one year of implementation.
- Automated license plate readers and video system capabilities must be maintained at all times without regard to school calendar or the volume of citations generated at any location.
- Firm is responsible for the cost of returning physical locations to their previous state if any equipment is removed or uninstalled for any reason.
- Firm is responsible for ensuring compliance with all applicable Florida laws regarding school zone speed enforcement and automated license plate reading.
- Firm is responsible for obtaining all necessary permits from FDOT, Broward County, and the City of Plantation.
- Programed enforcement times must be able to be modified within 24 hours' notice to accommodate changes in active school zone times.
- The City shall have the right to use the selected firms' infrastructure to add additional equipment to the chosen firms' pole such as additional cameras and or ALPR cameras at the sole discretion of the City. The City will not pay a lease fee for access to the infrastructure or any increase in electricity that may be incurred.
- The Firm will allow any and all violators to view a video clip in addition to a still photo of them committing a violation.
- The Firm will comply with Florida State Statute 119 in regards to public records request at the Firm's sole costs.

IV. Southeast Florida Governmental Cooperative Purchasing Group, Participating Agencies:

- City of Coconut Creek
  - Seven (7) School Zones
  - Currently utilizing FLOCK Automatic License Plate Reader Software

- City of Delray Beach
  - Ten (10) +/- School Zones
  - Currently utilizing VIGILANT Automatic License Plate Reader Software

- City of Miami Shores
  - Four (4) School Zones
  - Currently utilizing INSIGHT Automatic License Plate Reader Software

- City of Doral
  - Twenty (20) School Zones
  - Currently utilizing Vigilant-Motorola Automatic License Plate Reader Software

- Other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.

  - None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Firm(s) as a result of this procurement action.

  - Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.

END OF SECTION

RULES FOR PROPOSALS:

Proposer shall electronically upload their Proposal to the Demand Star website (www.demandstar .com) associated with the referenced project. Proposal shall be written in English. The Proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the Proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFSP.

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFSP. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Proposer in response to specific requirements stated herein or through the RFSP.

SUBMISSION OF PROPOSALS

The submitted Proposal shall include the following:

1. Title Page. Title page shall provide the RFSP subject; the firm's name; the name, address and telephone number of contact person; and the name, address, principal place of business and telephone number of the legal entity with whom the contract is to be entered.

2. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number. The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

3. Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer understanding of the work to be performed, a statement why the firm/individual believes itself to be best qualified to provide the general planning services, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.

4. Detailed Technical Proposal. The detailed proposal should follow the order set forth as stated below.

TECHNICAL PROPOSAL

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity, and methodology of the firms/individuals seeking to provide the services in conformity with the requirements of this Request for Sealed Proposal. Therefore, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm/individual and of the particular staff members to be assigned to this engagement.

The technical proposal should address each of the points outlined in the RFSP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFSP. While additional data may be presented, the following subjects must be included.

Section 1: INTRODUCTION LETTER (not to exceed three pages)

An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the Firm.

Section 2: APPROACH TO THE SCOPE OF SERVICES (unlimited pages)

The Proposal shall include a description of the proposed general services engagement, with any exhibits or documentation deemed essential, addressing the following:

1) Overall approach and methods to accomplish the proposed services;
2) Working knowledge of the City of Plantation;
3) Describe the current work load of each person who will be involved in the Proposal;
4) Summarize other Proposer resources available to meet the City's needs;
5) Provide information regarding any proposed innovative concepts that may enhance value and quality of the proposed work; and
6) Any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the City.

Section 3: WORK EXPERIENCE

The Proposal shall include past performance, including the total number of similar entities to which the Proposer has provided like-type services. The Proposer shall list a minimum of three (3) projects it has worked on in the past five (5) years, of similar scope and complexity. Emphasis should be on proposed services identified herein, provided for municipal clients within the State

of Florida. The descriptions shall include: the client's reference and contact information; key project staff; summary of the work performed; the contract amount; the schedule; and the project's achievements, milestones and hardships. The Proposer may submit both as a prime and/or serve as a sub-Proposer under another Proposal.

Section 4: KEY STAFF EXPERIENCE AND QUALIFICATIONS

Proposers shall submit the following information (for Proposer and any sub-Proposers) as described in the sections below:

1) Staffing levels at office locations;
2) Total staff available for this Proposal and the anticipated percent of work to be performed by various levels of staff including organizational chart;
3) Experience and qualifications of all key Proposer and Sub-Proposer players; (Provide resumes and licenses of all persons who will be involved in the engagement of the proposed project(s); and
4) List of tasks to be subcontracted out;

Section 5: LITIGATION AND TERMINATIONS

Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFSP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

Section 6: COST DETAIL

Propose a fee schedule for use of the requested services/work and schedule of fees for completion of all proposed services required.

END OF SECTION

EVALUATION AND AWARD

The City will select Proposals deemed most qualified and in the best interest of the City based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The City reserves the right to select any Proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of Proposals.

Among other things, a Proposal may be found to be non-responsive if the Firm failed to provide the information requested in the RFSP; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

SELECTION COMMITTEE

The City will designate a Selection Committee to review and evaluate the Proposals submitted in response to this RFSP.

REVIEW OF PROPOSALS

The Selection Committee will use a point(s) and/or percentage formula(s) during the review process to score Proposals. Additional information may be required of the Proposer during the review and selection process to clarify the Proposer's presented information.

EVALUATION CRITERIA

The criteria and weights as shown below shall be utilized in the evaluation of the Proposals. The Selection Committee will evaluate all responsive written Proposals to determine which proposals best meet the needs of the City, based on the evaluation criteria. A Proposer may receive all or a portion of this amount depending on the merit of the Proposal and in relation to the competing Proposals as determined by the Selection Committee. These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process.

SELECTION

Proposer selection and the award of the contract shall be done in accordance with all State of Florida requirements and procedures and all City policies and procedures. The Selection Committee shall evaluate proposals pursuant to the evaluation criteria below. The Selection Committee will then rank and short list a minimum of three (3) Proposers. Upon completion of the

short listing, the most advantageous Proposer shall be selected from the highest score of the evaluation ranking.

ORAL PRESENTATIONS

In the event that oral presentations are requested by Selection Committee, oral presentations shall be conducted with the Shortlisted Proposers. This process will provide for a maximum of twenty (20) additional points per Selection Committee member, per each Proposer. A Proposer may receive all or a portion of this amount depending on the Oral Presentation provided by the Proposer as determined by the Selection Committee.

Oral Presentation, if Applicable

- Illustrate and detail additional expertise/experience/methodology
- Illustrate stability of Key Staff

FINAL SELECTION

The final selection will be determined by the cumulative score of the additional interview points, added to the Maximum Technical Points Total. The Proposer with the highest score will be deemed the most advantageous and subsequently recommended to the City Council for approval.

The City shall select the most advantageous Proposer(s) based on the evaluation criteria listed. That most advantageous FIRM shall be required to execute a City agreement covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. The proposal pricing shall be negotiated and included into the agreement. This agreement must be executed by the successful Proposer prior to recommendation of final award to the City Council.

The City Council shall approve final recommendation provided/presented by the Mayor.

The City shall not be contractually or otherwise bound to any FIRM until an Agreement in writing has been approved by the City Administration and signed by the appropriate City officers.

EVALUATION CRITERIA

Criteria for Evaluation	Available Points
Qualifications and Experience / Ability of Professional Personnel o Availability of qualified personnel o The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's support personnel and continuity of staff. o Ability to perform additional services and provide technical support throughout the period of engagement o Ability to meet set standards o Previous contracting experience with the City and other governmental agencies o Evidence of a capable and well-organized engagement team and management plan o Evidence of insurance and/or bonding capacity	25
Quality of Services o Conveyance of a willingness to work with City staff to maximize resources. o The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully. o High quality level of services to be provided to City	20
Technical Approach to the Project/Scope of Work o Approach to the Project and Methodology o Understanding of City needs o Technical Soundness of the proposal o Applicability of the services offered o Meeting the City's operational requirements o Timeline o Features o Adaptability to other ALPR Systems besides REKOR, Vigilant, FLOCK	20
Fee o Revenue Split Amount	25
Other o Overall completeness, clarity, and quality of proposal o Location of firm o Volume of Work in process	10
'Maximum Technical Points	**100**

END OF SECTION

ITB NO. 005-24
Speed Detection Camera System for School Zones

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

COMPANY NAME: _____

Operating Model:

1. Please describe your operating model including citation billing and remittance to the City.

_____
_____
_____
_____
_____

2. Please provide the revenue split the City will receive along with any other pertinent information.

_____
_____
_____
_____

3. What automated license plate readers (ALPR) systems does your System/Firm merge with? Please circle one or more below.

   FLOCK; REKOR; VILGILANT; INSIGHT; OTHER(S); _____

This request is issued as no cost to the City and completely revenue funded for the contract. The City will not entertain any other pricing arrangement.

GUARANTEE OF PROPOSAL

Name of Company: _____

Street Address: _____

_____

City State Zip

Mailing Address: _____

Phone No.: _____ Fax#: _____

Email Address: _____

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☐ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): _____

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

_____ _____

Witness (Authorized Signature in Ink or Electronic)

_____ _____

Witness (Printed Name of Above Signer)

Corporate Seal (Where appropriate) _____

(Printed Title of Above Signer)

_____

(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, _____, on this _____, day of_____, 2023 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. _____.

Addenda Numbers Received:

_____

_____

_____

_____

_____

_____

_____

_____

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF ABOVE: _____

TITLE OF ABOVE: _____

COMPANY NAME: _____

PROPOSER'S CERTIFICATION

(ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

(ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF_____)

SS

COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of_____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY)

STATE OF_____)
SS
COUNTY OF_____)

On this_____day of_____, 20 , before me, the undersigned authority, personally appeared_____, to me known to be the individual described in and who executed the foregoing instrument as_____of_____, a _____company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known_____or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned Secretary of _____ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at _____. The Corporation is duly organized and existing under laws of the State of _____ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held _____ day of _____, _____ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for _____ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20___

CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

NAME		TITLE		SIGNATURE

This _____ day of _____, 20_____.

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* _____am the *(title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ whose address is _____ _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: _____

Printed Name: _____

Signature: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

_____
NOTARY PUBLIC

My Commission Expires: _____

FIRM PROFILE

1. Firm (or joint venture) Name & Address	1e. Licensed to do business in the State of Florida _____ Yes _____ No
	1f. Name, Title & Telephone Number of Principal to Contact
1a. Firm is ____ National ____ Regional ____ Local FEIN # _____	1g. Address of office to perform work, if different from Item 1
1b. Firm is a County Certified Small Business ____ Yes ____ No 1c. Firm is a County Certified Disadvantage Business Enterprise _____ Yes _____ No 1d. Firm is a Certified Minority Business _____ Yes _____No	
2. Please list the number of people by discipline that your firm/joint venture will commit to City projects.	
3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: 3a. Has this joint venture previously worked together? ____ Yes ____ No	

FORM 3

TEAM COMPOSITION

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number
Principal-in-Charge		
Project Manager		
List other Key Members:		

Sub Consultants:

Role	Company Name & Address of Office Handling this Project	Projected % of Overall Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)	Firm is DBE /CBE (Yes or No)

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? _____ Yes _____ No

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

FORM 3

LOCATION

1. Specify address of Prime Consultant's designated office where the majority of work on projects will be performed:

2. Indicate percentage of total overall project fees projected to be performed on projects by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on projects by sub-consultants)

_____%

3. Specify address of Prime Consultant's other office(s) where any part of the work on projects will be performed (if applicable):

4. Indicate percentage of total overall fees projected to be performed on projects by the office specified above. Do not include percentage of fees anticipated to be performed on projects by sub-consultants.

_____%

5. Indicate percentage of total overall fees projected to be performed on projects by firms located within City of Plantation including the prime consultant and sub-consultants, utilizing information supplied above.

_____%

FORM 4

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES that have been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) projects.

<table>
<tr><td colspan="2">4. Project Name & Location

Project Manager:</td><td rowspan="2">Project Owners Name & Address</td></tr>
<tr><td colspan="2">Completion Date (Actual or Estimated</td></tr>
<tr><td colspan="2">Estimated Cost (In Thousands)</td><td rowspan="2">Project Owner's Contact Person, Title, & Telephone Number</td></tr>
<tr><td>Entire Project
$</td><td>Work for which firm was/is responsible

$</td></tr>
<tr><td colspan="3">Scope of Entire Project (Please give quantitative indications wherever possible)</td></tr>
<tr><td colspan="3">Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)</td></tr>
<tr><td colspan="3">Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City 's Projects</td></tr>
</table>

FORM 5

Prime Consultant's volume of work performed for the City of Plantation
as a prime consultant and as a sub consultant – currently and previously

Name of Project (include continuing contracts)	Prime or Sub	Total Contracted Fee Amount	Approximate date of award of contract

FORM 6

Use this space to provide any additional information or description of resources (Including any design capabilities) supporting your firm's qualifications for any of the City's future projects.

The foregoing is a statement of facts. Signature _____ Telephone Number _____ Typed Name and Title: _____	Date:

REFERENCES

The Proposer shall submit the flowing minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

PROPOSAL COMPANY NAME:

1. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

2. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

3. PROJECT: _____ DATE: _____

   LOCATION: _____

   _____

   _____

OWNER REPRSENTATIVE: Name: _____

Title: _____

Email: _____

Revised July 2023

PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.

2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is_____ and its Federal Employer Identification Number (FEIN) is _____ . (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

Revised June 2023

PUBLIC ENTITY CRIMES

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

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 20___, by _____, who is personally known to me or who has produced _____as identification.

NOTARY SEAL

NOTARY PUBLIC:

SIGN: _____

PRINT: _____
Notary Public, State at large
My Commission Expires: _____

Revised June 2023

DRUG-FREE WORKPLACE

STATEMENT UNDER SECTION 287.087
FLORIDA STATUES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

_____ _____
Signature Printed Name

_____ _____
Bidder Name Date

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	**RELATIONSHIP**

Witnesses:

_____
Typed name:

_____
Typed name:

BIDDER:

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ who is personally known to me or who has produced _____ as identification.

My commission expires:

_____
NOTARY PUBLIC

Revised July 2023

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY OR ADVISORY BOARD
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   ( ) Supplying the following realty, goods, and/or services: _____.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   _____.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

CE FORM 4A -- REV. 1-98

TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by_____, (entity submitting sworn statement), whose business address is _____, and its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).

2. My name is _____ (please print name of individual signing), and my relationship to the entity named above is_____, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of _____, (entity submitting sworn statement).

3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.

4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of personal acknowledging*), who is personally known to me or who has produced _____(*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

NOTARY BLOCK FOR A CORPORATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____(*name of corporation acknowledging*), a _____(*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

My commission expires:

_____
NOTARY PUBLIC

NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ (*date*) by _____ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of _____(*name of company acknowledging*), a _____(*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

_____
NOTARY PUBLIC

Statement

For the duration of the Agreement, Firm shall, at its sole expense, maintain the minimum insurance coverages stated herein in accordance with the terms and conditions of this article. Firm shall maintain insurance coverage against claims relating to any act or omission by Firm, its agents, representatives, employees, or SubFirms in connection with this Agreement. City of Plantation reserves the right at any time to review and adjust the limits and types of coverage required under this article.

Firm shall ensure that "City of Plantation" is listed as an additional insured on all policies required under this article. Certificate Holder shall be City of Plantation, Risk Management Dept/ City of Plantation
400 NW 73rd Plantation, Florida 33317.

On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm shall provide City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by the city, Firm shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City's request.

Firm shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Firm has been completed, as determined by Contract Administrator. Firm or Insurer shall provide notice to City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Firm shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article

Firm shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII;
(2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by City's Risk Management Dept.

If Firm maintains broader coverage or higher limits than the minimum insurance requirements stated herein, City shall be entitled to any such broader coverage and higher limits maintained by Firm. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any City insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Firm.

Firm shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in herein and submit to City for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Firm shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against City. City may, at any time, require Firm to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Firm agrees that any deductible or self-insured retention may be satisfied by either the named insured or City, if so, elected by City, and Firm agrees to obtain same in endorsements to the required policies.

Unless prohibited by the applicable policy, Firm waives any right to subrogation that any of Firm's insurer may acquire against City and agrees to obtain same in an endorsement of Firm's insurance policies.

Firm shall require that each SubFirm maintains insurance coverage that adequately covers the Services provided by that SubFirm on substantially the same insurance terms and conditions required of Firm under this article. Firm shall ensure that all such SubFirms comply with these requirements and that "City of Plantation" is named as an additional insured under the SubFirms' applicable insurance policies.

In the event Firm or any SubFirm fails to maintain the insurance required by this Agreement, City may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Firm. Firm shall not permit any SubFirm to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by City, Firm shall provide evidence of each SubFirm's compliance with this article.

If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date or at least fifteen (15) days prior to commencement of Services; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit _, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in herein.

RISK MANAGEMENT'S INSURANCE REQUIREMENTS EXHIBIT TEMPLATE TO BE INCORPORATED INTO CITY CONTRACTS AS EXHIBIT (SEE ATTACHED)

INSURANCE REQUIREMENTS

TYPE OF INSURANCE	INSD	WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ✓ Commercial General Liability □ Premises–Operations □ XCU Explosion/Collapse/Underground □ Products/Completed Operations Hazard ✓ Contractual Insurance □ Broad Form Property Damage ✓ Independent Firms ✓ Personal Injury **Per Occurrence or Claims-Made:** □ Per Occurrence □ Claims-Made **Gen'l Aggregate Limit Applies per:** □ Project □ Policy □ Loc. □ Other _____	✓	☑	Bodily Injury	$ 1 mil	
			Property Damage	$ 1 mil	
			Combined Bodily Injury and Property Damage	$ 2 mil	
			Personal Injury	$ 1 mil	
			Products & Completed Operations	$ 1 mil	
AUTO LIABILITY □ Comprehensive Form □ Owned □ Hired □ Non-owned □ Any Auto, If applicable *Note: May be waived if no driving will be done in performance of services/project.*	✓	☑	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	**$ 1 mil**	
□ EXCESS LIABILITY **Per Occurrence or Claims-Made:** □ Per Occurrence □ Claims-Made *Note: May be used to supplement minimum liability coverage requirements.*	☑	☑			
✓ WORKER'S COMPENSATION *Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.*	N/A	☑	Each Accident	**STATUTORY LIMITS**	
□ EMPLOYER'S LIABILITY			Each Accident	$ 100k	
□ POLLUTION / ENVIRONMENTAL LIABILITY	☑	☑	If claims-made form:	$ 1 mil	**Completed Value**
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:	$10 k	
□ PROPERTY COVERAGE / BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD COVERAGE	❒	☑	*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	**Completed Value**
			*Maximum Deductible:	$10 k	
□ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) **All engineering, surveying and design professionals.**	✓	☑	If claims-made form:	$ 1 mil	
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	$10 k	
□ Installation floater is required if Builder's Risk or Property are not carried. *Note: Coverage must be "All Risk", Completed Value.*			If claims-made form:	$ 1 mil	**Completed Value**
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	$10 k	

SAMPLE

Description of Operations: "City of Plantation" shall be listed as Certificate Holder and endorsed as an additional insured for liability. Policies shall be endorsed to provide 30 days written notice of cancellation to Certificate Holder, 10 days' notice of cancellation for non-payment. Firms insurance shall provide primary coverage and shall not require contribution from Certificate Holder. ***Firm is responsible for all Deductibles.**

CERTIFICATE HOLDER:
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

Insurance Summary:

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the Firm shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Firm. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

THE UNDERSIGNED FIRM HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

_____	_____
WITNESS	**FIRM**
_____	_____
DATE	**CITY OF PLANTATION** **Risk Manager**

City's Risk Manager hereby waives the following Insurance Requirements

_____

_____

_____

Proposal Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

Proposer's Name: _____ **Date:** _____

Revenue Split the City Will Receive: _____

Plantation Local Business pursuant to City Code Section 2-227: Yes ☐ or No ☐

Disadvantaged Business Enterprise: Yes ☐ or No ☐

Submitted Forms:

☐ Proposer Certification

☐ Registered as a City of Plantation Vendor

☐ Proposal Form

☐ Signed General Terms and Provisions

☐ Addendums Acknowledge Form

☐ Proposal Guarantee Form

☐ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services

☐ Proposal Checklist and Summary Form

☐ References

☐ Public Entity Crimes Forms

☐ Drug Free Workplace Form

☐ Certificate of Insurance Requirements Form

☐ Truth in Negotiation

☐ Forms A-1, Firm Profile, Form 3, Form 4, Form 5, Form 6

☐ Corporate Resolution

☐ Disclosure of Business Transaction Form

Signature: _____ Printed Name: _____

Revised June 2023

AGENDA ITEM

Agenda Item 11.4.

TO: Honorable Mayor and Members of the City Council

FROM: Heather Day, Finance Director

DATE: June 2, 2025

SUBJECT: Amendments to State Revolving Fund Loans WW460201 and DW460212

BACKGROUND:
The City previously secured State Revolving Fund (SRF) loans for the rehabilitation of water and sewer infrastructure in the Azalea Park Neighborhood. The project completion date in both agreements needs to be extended to accommodate the anticipated completion timeline of 18 months.

DISCUSSION:
The attached amendments to SRF loan agreements WW460201 and DW460212 extend the project completion date to March 15, 2027, and set the loan repayment start date for September 15, 2027. Projects funded under these agreements include the demolition of the package plant at the Wastewater Treatment Plant (WWTP), sewer rehabilitation in the Springdale Park Neighborhood, and water and sewer rehabilitation in the Azalea Park Neighborhood. The rehabilitation of an oxidation ditch at the WWTP is also included in agreement WW460201 but is currently on hold pending a decision on whether the City will send its wastewater to the County.

FINANCIAL IMPACT:
The loan repayment start dates for SRF loan agreements WW460201 and DW460212 have been extended to September 15, 2027.

RECOMMENDATION:
Motion to approve Extension No. 1 to SRF Loan Agreement DW460212 and Extension No. 3 to SRF Loan Agreement WW460201.

ATTACHMENT(S):
1. City of Mary Esther DW460212 -Amendment 1 - Extension
2. City of Mary Esther-WW460201 – Amendment 3-Extension

STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT DW460212
CITY OF MARY ESTHER

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF MARY ESTHER, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW460212; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete construction; and

Certain provisions of the Agreement need revision and provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 8.08 of the Agreement is deleted and replaced as follows:

8.08. SIGNAGE.

The Project Sponsor agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents as "Guidance for Meeting EPA's Signage Requirements".

2. Section 8.09 of the Agreement is deleted and replaced as follows:

8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or

subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: https://www.epa.gov/grants/davis-bacon-and-related-acts-dbra.

3. Section 8.16 of the Agreement is deleted and replaced as follows:

8.16. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

4. Section 8.17 is added to the Agreement as follows:

8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Project Sponsor and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

5. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on

September 15, 2027, and semiannually thereafter on March 15 and September 15 of each year until all amounts due under the Agreement have been fully paid.

6. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for March 15, 2027.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than March 15, 2027.

(4) The first Semiannual Loan Payment in the amount of $69,044 shall be due September 15, 2027.

7. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement DW460212 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF MARY ESTHER

_____
Mayor

Attest: Approved as to form and legal sufficiency:

_____ _____
City Clerk City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____ _____
Secretary or Designee Date

STATE REVOLVING FUND
AMENDMENT 3 TO LOAN AGREEMENT WW460201
CITY OF MARY ESTHER

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF MARY ESTHER, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW460201, as amended; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete construction; and

Certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 8.09 of the Agreement is deleted and replaced as follows:

8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.

The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

The Local Government shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: https://www.epa.gov/grants/davis-bacon-and-related-acts-dbra.

2. Section 8.15 of the Agreement is deleted and replaced as follows:

8.15. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

3. Section 8.16 is added to the Agreement as follows:

8.16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Local Government and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

4. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on September 15, 2027, and semiannually thereafter on March 15 and September 15 of each year until all amounts due under the Agreement have been fully paid.

5. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for March 15, 2027.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than March 15, 2027.

(4) The first Semiannual Loan Payment in the amount of $126,825 shall be due September 15, 2027.

6. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 3 to Loan Agreement WW460201 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF MARY ESTHER

_____
Mayor

Attest:

_____
City Clerk

SEAL

Approved as to form and legal sufficiency:

_____
City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Secretary or Designee

_____
Date

AGENDA ITEM

Agenda Item 11.5.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey, Public Works Director

DATE: June 2, 2025

SUBJECT: Scope of Work for the Highway 98 Water Line Replacement Project

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BACKGROUND:
The City of Mary Esther applied for a Water Pilot Grant to fund the replacement of the water mains south of Higway 98 as well as water lines in the Azalea Neighborhood. We received notification of a partial award and will need to define the scope of work and send in the required forms before the state can issue us an agreement. Jacobs Engineering has looked at this project in two ways. One way is to complete the entire section of Highway 98 within Mary Esther, which would cost approximately 6.8 million dollars, and to complete a segment covering 6,500 linear feet is estimated at 3.7 million. Jacobs has provided the council with the attached scope description and maps for consideration.

DISCUSSION:
The City Council can choose to fund the scope totaling 3.7 million and match with approximately $200K or can choose to do the entire section and pursue other funding, which, if not achieved, would require a match of 3.3 million.

FINANCIAL IMPACT:
Depending on the Council's decision, the match for either scope ranges from $200,000 to $3,300,000.

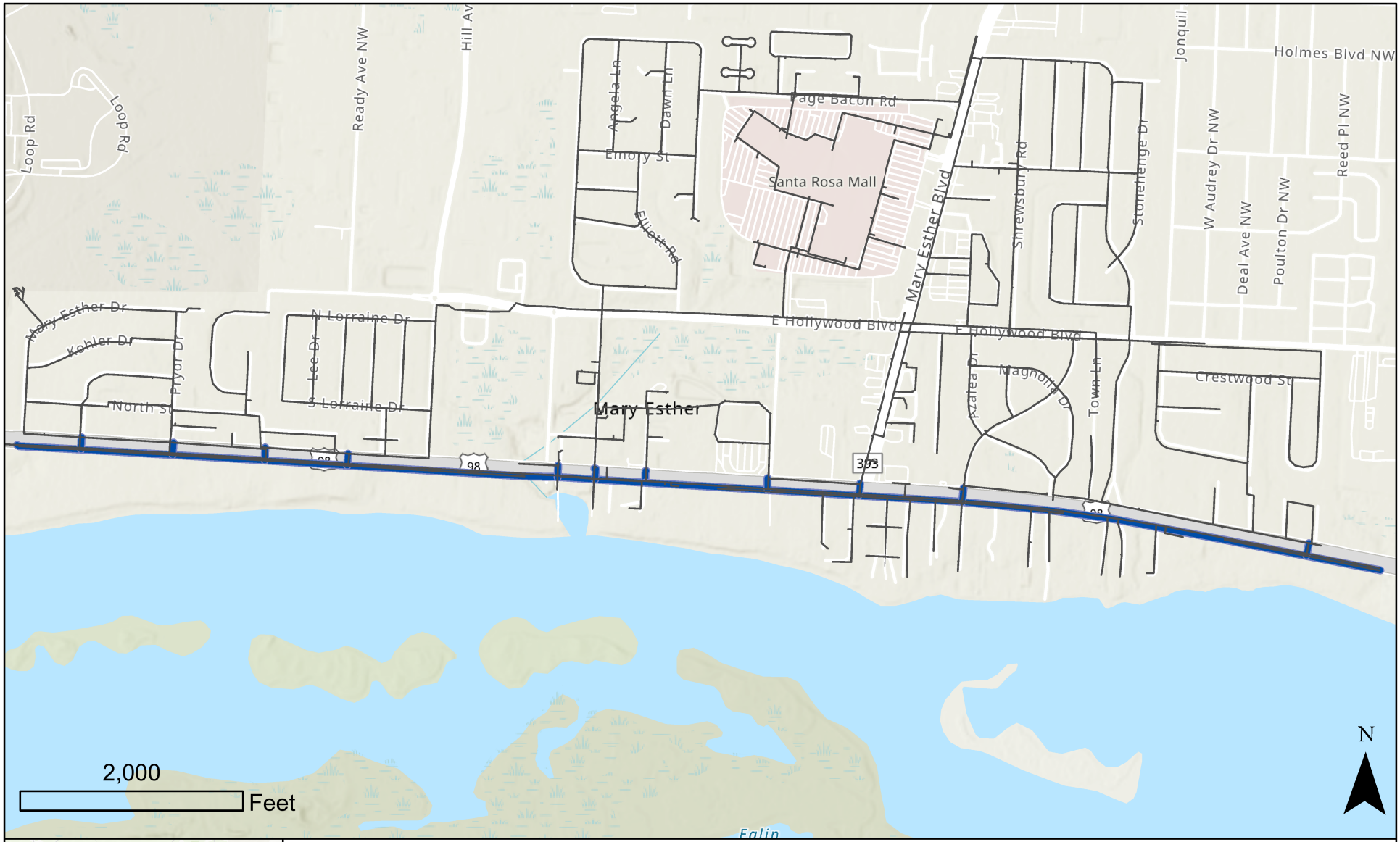
RECOMMENDATION:
Motion to approve the scope of work for the Highway 98 Water Line Replacement Project from the western city limits to Andalusia Road.

ATTACHMENT(S):
1. Cost Estimates
2. Agreement Initiation Form

City of Mary Esther
HWY 98 Water Main Replacement
Proposed Route

Jacobs

Cost Estimate South of Highway 98 Water Main Replacement - From Andalusia St West to City Limits					
Item Description	**Cost per Unit**	**Unit**	**QTY**	**Total $**	**Notes**
8-in Water Main Open Trench	$375	LF	6000	$2,250,000	Open Trench install; all fittings necessary included
8-in Water Main Directional Bore	$300	LF	500	$150,000	For non-roadway such as under masonry driveways
Jack and Bore Across 98	$ 88,000.00	EA	5	$440,000	Assumes up to 200-ft boring length
Easement Acquisition	$ 12.00	LF	6500	$78,000	Assumes 10-ft easement width, $12/sf appraised value, and 10% of appraised value
Engineering Design and Services During Construction	$ 750,000.00	EA	1	$450,000	Includes design, survey, easement description write up, and permitting
			Sub Total	$3,368,000	
			10% Contingency	$336,800	
			Total	**$3,704,800**	



City of Mary Esther
HWY 98 Water Main Replacement
Proposed Route

Jacobs

Cost Estimate South of Highway 98 Water Main Replacement - Entire South Side					
Item Description	**Cost per Unit**	**Unit**	**QTY**	**Total $**	**Notes**
8-in Water Main Open Trench	$375	LF	11300	$4,237,500	Open Trench install; all fittings necessary included
8-in Water Main Directional Bore	$300	LF	1000	$300,000	For non-roadway such as under masonry driveways
Jack and Bore Across 98	$ 88,000.00	EA	8	$704,000	Assumes up to 200-ft boring length
Easement Acquisition	$ 12.00	LF	12300	$147,600	Assumes 10-ft easement width, $12/sf appraised value, and 10% of appraised value
Engineering Design and Services During Construction	$ 750,000.00	EA	1	$750,000	Includes design, survey, easement description write up, and permitting
			Sub Total	$6,139,100	
			10% Contingency	$613,910	
			Total	**$6,753,010**	

Agreement Initiation Form

Agreement Info

Agreement Number:	NW007
Project Title:	Highway 98 Water Main Replacements and Upgrades
Grantee:	City of Mary Esther
Award Amount:	$3,500,000
Match Amount:	N/A
Funding Source:	NWFWS, GAA1740B, FY 24-25, GR

Project Info

Answer the questions below and enter N/A for questions that do not apply to this project.

1) What is the estimated start date for work under this agreement?	July - 2025
2) What is the estimated completion date for this project?	July - 2028
3) What type of project delivery method will be used for this project?	Design-Bid-Build
4) Is this project a continuation of a project for which there is already an agreement in place with DEP?	No
5) If yes, please provide DEP Agreement Number(s)?	
6) Is this project expected to receive State Revolving Fund (SRF) funding?	No
7) Is the project geographically located within a DEP-approved Restoration Plan (i.e., Basin Management Action Plan or Reasonable Assurance Plan) area? See Map	[Select Option]
8) If yes, what is the name of the Restoration Plan?	
9) If located within a Restoration Plan area, is the project identified with a project number on the Statewide Annual Report? Link to Report	[Select Option]

10) If yes, enter the Project Name and Unique ID from the Statewide Annual Report below.			
Project Name:		Unique ID:	

Project Location

Indicate the municipal area (e.g., city of ___, town of___, etc.), county, project coordinates (i.e. decimal degrees), and if the work will be performed on State-owned land.

Municipal Area:	City of Mary Esther
County:	Okaloosa
Project Coordinates (decimal degrees):	Lat/Long (30.409506 N, -86.664112 W)
Will work be performed on State-owned land? (Includes submerged aquatic land)	Yes
Is the project located within a Rural Area of Opportunity?	No
Land ownership status for work activities for this project.	Land not acquired yet

Project Background

The project background can be a brief summary (i.e., 3-6 sentences) that provides relevant information on the history and/or scope of the project. This section can also include context for understanding the project and information on other phases of the project not funded with this agreement. Identify: 1) what the water related issue is; 2) why the water related issue is a problem; 3) how the project addresses the problem; and 4) what water-related benefits will result from the completion of the project.

Project Description

Provide a brief summary (i.e., 2-4 sentences) that only details the work that will be completed and reimbursed with the grant funding provided under this Agreement. Indicate if this funding will result in a completed project.

Will the funding provided in this agreement result in a fully completed project?	[Select Option]

Project Benefits

Identify the estimated benefits for the project. Enter N/A for the benefits that do not apply to this project.

Total Nitrogen Reduction (lb/yr):	
% Reduction Total Nitrogen (lb/yr):	
Total Phosphorus Reduction (lb/yr):	
% Reduction Total Phosphorus (lb/yr):	
Other Measurable Benefits (Please Specify):	
Septic Tanks Addressed:	
Septic Systems Upgraded/Enhanced:	
Water Made Available in First Two Years (mgd)	
Water Made Available upon Complete (mgd)	
Distribution/Transmission Capacity Created (mg)	
Storage Capacity Created (mg)	

Tasks

Indicate the tasks below that apply to this project. This should only include project activities applied for in your DEP grant proposal or legislative funding request. Only fill out tasks that you are requesting to be funded with the grant award or local match provided under this Agreement. For tasks that will not be funded under this agreement, select "No" and leave the corresponding questions blank.

Note: DEP encourages as few tasks as necessary to spend grant funding. For example, exclude the Bidding and Contractor Selection and Project Management tasks if full grant budget can be spent on Construction.

Any contracted activities will require submission of the executed subcontract(s) to the Department's Grant Manager prior to processing cost reimbursement requests.

Preconstruction Activities	**Include this task in the Grant Work Plan?**
	[Select Option]
This task includes activities within the design phase that are necessary for the completion of the design. Design, permitting, and other preconstruction activities can be covered under this task. Examples: design, permits, geotechnical or topographic surveys, hydro-analysis, water modeling, etc.	
1) Provide a brief summary below of what will be designed under this task.	
2) Will other preconstruction activities, such as surveys (i.e., not design/permitting), be included within this task?	[Select Option]
3) If yes, provide a brief summary below of the other preconstruction activities.	

4) Will the work under this task be completed by a contractor/consultant?	[Select Option]
5) If no, provide a brief summary below of how the work will be completed.	

Bidding and Contractor Selection	**Include this task in the Grant Work Plan?**
	[Select Option]
This task includes activities within the bid phase of the project. Examples: bidding services, public notices, pre-bid meetings, bid packages, etc.	
1) Will the contractor(s) for this project be selected through a competitive bidding process?	[Select Option]
2) If no, provide a brief summary below of how the contractor(s) will be selected.	
3) Will the work under this task be completed by a contractor/consultant?	[Select Option]
4) If no, provide a brief summary below of how the work will be completed.	

Construction	**Include this task in the Grant Work Plan?**
	[Select Option]
This task includes the construction or installation of water related infrastructure. Note: Construction engineering/inspections/oversight activities are not included in this task and would be included in a separate task in this form below if you will be requesting reimbursement. Examples: replacement and/or installation of piping, extensions to water systems, improvements and/or upgrades to water treatment facilities, construction of lift stations, etc.	
1) Provide a brief summary below of what will be constructed under this task.	
2) Will materials or supplies for this task be directly purchased by the Grantee?	[Select Option]
3) If yes, what is the estimated cost of the materials or supplies?	$
4) If yes, provide a brief summary below of the materials or supplies that will be purchased.	

5) Will a Florida Licensed Professional Engineer be able to certify the work?	[Select Option]
6) What is the estimated start date for construction?	
7) What is the estimated total cost for construction? *This may differ from the grant amount you request in the budget table at the end of this document.*	
8) Will the work under this task be completed by a contractor/consultant?	[Select Option]
9) If no, provide a brief summary below of how the work will be completed.	

Land Acquisition	**Include this task in the Grant Work Plan?**
	[Select Option]
This task includes the purchase of land for acquiring interest and/or rights for real property (including access rights through ingress/egress easements, leases, license agreements or other site access agreements; and/or obtaining record title ownership of real property through purchase).	
1) Provide a brief summary below of the land that will be acquired/purchased under this task.	
2) Will this be a fee simple or less than fee simple (easement) acquisition?	[Select Option]

Equipment Purchase	**Include this task in the Grant Work Plan?**
	[Select Option]
This task includes capital outlay costing $5,000 or more per item that will be directly purchased by the Grantee and will not be permanently installed or constructed. Examples: portable generators, vacuum trucks, pumps etc.	
1) Provide a brief summary below of the equipment that will be purchased under this task.	
2) Will the Grantee directly purchase the equipment from a vendor?	[Select Option]
3) If no, provide a brief summary below of how the equipment will be purchased.	

4) Will installation and start-up be included in the equipment purchase?	[Select Option]
5) If no, will there be construction or installation costs?	[Select Option]
6) If yes, what will the estimated cost be for the construction or installation?	$

Connection to Central Sewer	**Include this task in the Grant Work Plan?**
	[Select Option]
This task includes **ONLY: laying laterals, connections, and septic abandonments** (work typically done on private property by a plumbing contractor). This task **DOES NOT include construction of a sewer system extension**, which would be included in a "Construction" task. Proper abandonment of the septic systems will be required under this task.	
1) How many residential properties will be connected?	
2) How many commercial properties will be connected?	
3) Will materials or supplies for this task be directly purchased by the Grantee?	[Select Option]
4) If yes, what is the estimated cost of the materials or supplies?	$
5) Will the work under this task be completed by a contractor/consultant?	[Select Option]
6) If no, provide a brief summary below of how the work will be completed.	

Study	**Include this task in the Grant Work Plan?**
	[Select Option]
This task includes studies that are not connected to the design of a project or will be performed after the completion of a project. Examples: feasibility studies, environmental assessments, master plans, project evaluation study etc.	
1) Provide a brief summary below of the studies and list all activities that will be completed under this task.	
2) Provide a brief summary below of what type of final report/documentation will be submitted upon completion of this task and include the name of the report, if applicable.	

3) Will the work under this task be completed by a contractor/consultant?	[Select Option]
4) If no, provide a brief summary below of how the work will be completed.	

Public Education	**Include this task in the Grant Work Plan?**
	[Select Option]
This task includes public education information about the project and its environmental benefits in the following formats (revise as needed). Examples: 1) Printed material for distribution such as brochure(s), postcard(s), door hanger(s), and display board(s); 2) website posting(s); 3) social media posting(s); 4) Public Service Announcements (PSAs); 5) kiosk/sign(s) installed at the project location; 6) workshop(s); and 7) effectiveness survey(s).	
1) Provide a brief summary below of any public education and outreach components of the project, including subject matter, estimated audience type and size, estimated number of trainings and/or workshops, and how you will encourage public participation in the project process.	
2) Will the work under this task be completed by a contractor/consultant?	[Select Option]
3) If no, provide a brief summary below of how the work will be completed.	

Project Management	**Include this task in the Grant Work Plan?**
	[Select Option]
This task includes project management activities for this project. Examples: Construction engineering and inspections (field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, construction coordination and supervision). This may also include grant administration or project management related to pre-construction phase (meeting with subconsultants, project schedule and budget management).	
1) Please provide a detailed list of all the project management activities for which you will be requesting reimbursement or submitting as match. Please indicate if this only includes engineering/inspection services during the construction phase.	

2) What documentation will you be able to provide as deliverables for this work?	
3) Will the work under this task be completed by a consultant/contractor? *If you already have a draft or executed contract for this work, please provide a copy to help with drafting a grant work plan.*	[Select Option]
4) If no, provide a brief summary below of how the task will be completed.	

Other	**Include this task in the Grant Work Plan?**
	[Select Option]
This task includes activities that are not related to the previously listed tasks. These other activities may require a customized task to be included in the Grant Work Plan. Examples: site cleanup, site leases, muck dredging and spoil management, water conservation, etc.	
1) Provide a summary below of the other activities.	
2) What documentation will you be able to provide as deliverables for this work?	
3) Will the work under this task be completed by a contractor/consultant?	[Select Option]
4) If no, provide a brief summary below of how the work will be completed.	

Project Timeline and Budget

Complete this table to summarize the timeline and budget for the tasks identified in the previous section. Use the dropdowns to select the task titles and enter the grant amounts that will be allocated to each task. All task start dates will reflect the grant reimbursement eligibility date of July 1, 2024 and the task end dates should reflect an estimated completion date for each task. Add or delete tasks as needed. Please add a column for a 'Match Amount' if there is required match for this award.

Task No.	Task Title	Grant Amount	Task Start Date	Task End Date
1	Select Title	$	07/01/2024	mm/dd/yyyy
2	Select Title	$	07/01/2024	mm/dd/yyyy
3	Select Title	$	07/01/2024	mm/dd/yyyy
4	Select Title	$	07/01/2024	mm/dd/yyyy
5	Select Title	$	07/01/2024	mm/dd/yyyy
	Total:	$		

Location Map/Site Plan

Add a location map and/or site plan below if you would like them to be included in the Grant Work Plan.

AGENDA ITEM

Agenda Item 11.6.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey, Public Works Director

DATE: June 2, 2025

SUBJECT: Change Order #3, Well 1 Rehabilitation

BACKGROUND:
Griner Drilling completed the rehabilitation of Well 1 but exceeded the contract timeframe, incurring liquidated damages of $1,000 per day until substantial completion. Scott Jernigan, the project manager from Jacobs Engineering, prepared a final Change Order and pay application, deducting the control valve installation and justifying an extension in the attached spreadsheet. Based on Change Order 2, the contractor surpassed the contract time by 381 days. Scott calculated that 342 days were justified and added them to the change order, leaving 39 days chargeable as liquidated damages. Staff did not receive a request for an extension before the contract time elapsed.

DISCUSSION:
City Council should consider the change order request from Griner Drilling, including the request for an additional 342 days. If approved, this would leave 39 days to be assessed as liquidated damages. If the change order is not approved, 381 days would be assessed as liquidated damages, as stipulated in the contract approved by both parties.

FINANCIAL IMPACT:
The change order includes a deduction of $9,118.22 for a control valve removed from the project.

- Without liquidated damages, the final payment to Griner Drilling would total $76,598.80.
- If the Council accepts the recommendation from the project engineer and assesses the recommended liquidated damages, the final payment to Griner Drilling would equal $37,598.80.
- If the Council does not provide a time extension and assesses liquidated damages, Griner Drilling would owe the City $304,401.20.

RECOMMENDATION:
Motion to approve final payment to Griner Drilling in the amount of $37,598.80 and accompanying legal waivers as approved by the City Attorney.

ATTACHMENT(S):

1. Change Order #3, Well 1 Rehabilitation
2. Pay Request #14
3. Jacobs Additional Time Justification

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 3

Date of Issuance:	Effective Date: 5/22/2025
Owner: City of Mary Esther	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: Jacobs	Engineer's Project No.: D3659500
Project: Mary Esther Well #1 Improvements	Contract Name: Mary Esther Well #1 Improvements

The Contract is modified as follows upon execution of this Change Order: Change order 1 was previously approved to incorporate equipment changes based on comments from FDEP. CO1 did not include modification for contract time. Time extension in this change order request include negotiations for Change Order 1, selection of equipment, long lead delivery times for electrical equipment, and installation time for proposed changes.

Description: See attached
Attachments: *background information supporting contract times for change order request*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ 1,027,000.00	Original Contract Times: Substantial Completion: 240 Ready for Final Payment: 270 days ~~or dates~~
[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 1 to No. 2: $ 514,094.16	[Increase] [~~Decrease~~] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: 556 Ready for Final Payment: 586
Contract Price prior to this Change Order: $ 1,541,094.16	Contract Times prior to this Change Order: Substantial Completion: September 14, 2023 Ready for Final Payment: October 14, 2023 ~~days or~~ dates
[~~Increase~~] [Decrease] of this Change Order: $ 9118.22	[Increase] ~~[Decrease]~~ of this Change Order: Substantial Completion: 342 Ready for Final Payment: 372 days ~~or dates~~
Contract Price incorporating this Change Order: $ 1,531,975.94	Contract Times with all approved Change Orders: Substantial Completion: August 22, 2024 Ready for Final Payment: September 22, 2024 ~~days or~~ dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Funding Agency (if applicable)

By: NA Date:
Title: _____

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 14 Final

	Application Period: 09/01/2024 - 10/31/2024	Application Date: 10/31/2024
To (Owner): City of Mary Esther	From (Contractor): Griner Drilling Service, Inc.	Via (Engineer): Mott MacDonald Florida, LLC
Project: City of Mary Esther Well No.1 Rehabiliation	Contract: City of Mary Esther Well No.1 Rehabiliation	
Owner's Contract No.:	Contractor's Project No.: 21SW71 1038	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	$514,094.16	
2	$0.00	
3		$9,118.22
TOTALS	$514,094.16	$9,118.22
NET CHANGE BY CHANGE ORDERS	~~$514,094.16~~ $504,975.94	

1. ORIGINAL CONTRACT PRICE	$	$1,027,000.00
2. Net change by Change Orders	$	~~$514,094.16~~ $504,975.22
3. Current Contract Price (Line 1 ± 2)	$	~~$1,541,094.16~~ $1,531,975.94
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$1,531,975.94
5. RETAINAGE:		
a. X $1,531,975.94 Work Completed	$	
b. X Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$1,531,975.94
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$1,455,377.14
8. AMOUNT DUE THIS APPLICATION	$	$76,598.80
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	~~$9,118.22~~ $0.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date: 10/31/2024

Payment of: $ **$76,598.80**
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 5-22-2025
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

EJCDC® C-620 Contractor's Application for Payment
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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): City of Mary Esther Well No.1 Rehabiliation	Application Number: 14 Final
Application Period: 09/01/2024 - 10/31/2024	Application Date: 10/31/2024

			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C-D)	This Period				
1	Building, Piping & Office Demo	$10,000.00	$10,000.00			$10,000.00	100.0%	
2	Buidling Rebuild	$20,000.00	$20,000.00			$20,000.00	100.0%	
3	Rebuild Pipe Infrastructure	$75,000.00	$75,000.00			$75,000.00	100.0%	
4	New Well Pump	$106,000.00	$106,000.00			$106,000.00	100.0%	
5	New High Service Pump (2)	$31,400.00	$31,400.00			$31,400.00	100.0%	
6	New Altitude Valve	$19,000.00	$9,881.78			$9,881.78	52.0%	$9,118.22
7	Electrical Rebuild	$765,600.00	$764,600.00	$1,000.00		$765,600.00	100.0%	
CO1	Electrical Upgrades and Inclusions of Arc Flash Study, Generator Upgrades, NSF Upgrades to Water Piping and Equipment, Escalation in Material Pricing, Addition of Insert-A-Valves and Replacement of Isolation Valves.	$514,094.16	$514,094.16			$514,094.16	100.0%	
	Totals	**$1,541,094.16**	**$1,530,975.94**	**$1,000.00**		**$1,531,975.94**		**$9,118.22**

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Stored Material Summary

Contractor's Application

For (Contract):	City of Mary Esther Well No. 1 Rehabilitation	Application Number:	14 Final
Application Period:	09/01/2024 - 10/31/2024	Application Date:	10/31/2024

A		B	C		D		E	F		G
					Stored Previously				Incorporated in Work	
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
1	1	3	Griner Drilling	Vertical Turbine Pump Components		$50,000.00		$50,000.00	11/2023	$50,000.00	
2											
3	101221		Control Systems	Lighting Package and Generator Automatic Transfer Switch		$22,701.00		$22,701.00	7/2023	$22,701.00	
4											
5	11/29/2023		Griner Drilling	Tank Valve		$9,881.78		$9,881.78	11/2023	$9,881.78	
6											
7											
8											
9											
10											
11											
12											
13											
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29											
30											
31											
32											
33											
34											
35											
36											
37											
38											
				Totals		**$82,582.78**		**$82,582.78**		**$82,582.78**	

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Item	Start Date	End Date
Substantial Completion	9/14/2023	9/14/2023
MCC shipping delay	6/12/2023	10/11/2023
FPL Account Updates	2/1/2024	3/6/2024
Locate well 2 call circuit	3/6/2024	3/21/2024
Okaloosa County Permitting	4/15/2024	4/24/2024
Okaloosa Co Electrical inspection and permanent power to site	4/24/2024	5/28/2024
Well 1 pump off	6/18/2024	6/30/2024
Rechlorination following pump off	7/1/2024	7/14/2024
Rechlorinate and conduct 2nd BacT sampling	7/30/2024	8/26/2024
Solenoid Valve installation and meter and Equipment calibration	9/5/2024	9/27/2024
Remobilization and Coordination		
Coordination with Jacobs and FDEP for well 2 and tanks		

Duration (days)
1
120
34
16
10
35
12
14
28
22
30
21
342

Notes

Substantial Completion Date per CO2

Electrical gear delay. Justified for time extension

New FPL account required. Permanent power could not be connected.

Well 2 circuit could not be located. Jacobs personnel assisted with locate

Coordination with City and Okaloosa County for NOC.

Waiting for electrical inspection and FPL permanent power installation

Pump off time for well 1 not accounted for in CO2

Disinfection following pump off. This time was not accounted for in CO2.

First BacT analysis failed sample 10. Additional time for rechlorinating, pumping, sampling, and analysis

Equipment calibration could not be completed until finished water was running.

Time for remobilization and coordination following justifiable delays

Scheduling and permitting well 2 and storage tanks to bring back online. This was needed to complete t

Total Additional Days

:he equipment calibration

AGENDA ITEM

Agenda Item 11.7.

TO: Honorable Mayor and Members of the City Council

FROM: Dillon Morris, City Clerk

DATE: June 2, 2025

SUBJECT: Citizen of the Year Discussion

BACKGROUND:
The mayor and council have expressed interest in establishing a Citizen of the Year program. They directed the city clerk to develop something and present it before council in this regular meeting.

DISCUSSION:
City Clerk Morris has developed a program and is seeking feedback before presenting a final resolution in the next meeting. The awards the city clerk has developed include:

- A ceremonial award
- A proclamation declaring the citizen's birthday as "[Citizen's Name] Day"
- An invitation to be a VIP at city events (Throw candy with the council in the Veterans Day parade, light the Christmas tree in the tree lighting, for instance)
- A swag bag of Mary Esther items, like Yard of the Month receives

FINANCIAL IMPACT:
Financial costs include:

- Cost of a ceremonial plaque

All other costs associated with the award are minimal and negligible.

RECOMMENDATION:
City Clerk Morris is asking for any discussion and feedback before bringing a resolution to read in the following council meeting.

ATTACHMENT(S):
1. Citizen of the Year Application - Template
2. Citizen of the Year Day Proclamation - Template
3. Citizen of the Year Awards - Options

2

City of Mary Esther Citizen of the Year Award
Nomination Package

Name of Nominee: _____

Home Address: _____

Contact Phone Number: _____ Email: _____

Name of Nominator: _____

Nominator Contact Phone Number: _____

Application should be attached to this letter and follow the following criteria:

- Nominee must be a resident of the City of Mary Esther for a minimum of 12 months and have an interest in the betterment of the City.
- Application should include contributions to the City and its citizens for the year 2024.
- The application may include past actions that demonstrate dedication to the City of Crestview and its citizens.
- Application should discuss specific acts that put others first and enhance the quality of life.
- Application should describe who benefited, what was accomplished, the breadth of impact, and how the action related to the community.
- Nomination should be for selfless acts and not directly related to the person's job.

Please include a brief narrative as to why this person should be chosen as Citizen of the Year.

All applications must be accompanied by this cover sheet.

Submit nomination packages to the City Clerk's office by November 1, 2024 to:

Dillon Morris, City Clerk
195 N. Christobal Rd.
Mary Esther, Florida 32569
dmorris@cityofmaryesther.com

Nomination Form

City of Mary Esther Citizen of the Year

Contributions

Past Contributions:

Other Reasons for Consideration:

City of Mary Esther
Proclamation

[CITIZEN'S NAME] Day

WHEREAS, [CITIZEN] will be honored by friends and relatives on the occasion of their [AGE] birthday on [DATE]; and

WHEREAS, they were born in [PLACE] on [DATE] and have been a resident of this community since [DATE]; and

WHEREAS, they became the spouse of [NAME] on [DATE] and this marriage was blessed with [NUMBER] children, [NAME(S)], and grandchildren; and

WHEREAS, in addition to their duties as [WIFE/HUSBAND] and [FATHER/MOTHER], they have been active in the community and civic responsibilities, including [LIST]; and

WHEREAS, during a long and productive lifetime, they have demonstrated in countless ways their dedication to the welfare of others and have earned the respect and affection of people from all walks of life and all ages; and

WHEREAS, they have lived during the most eventful century of this world's history, and in their quiet way, have been a force for good and a stabilizing influence on those around them during these turbulent years;

NOW, THEREFORE I, Chris Stein, by virtue of the authority vested in me as Mayor of the City of Mary Esther, Florida, and on behalf of the entire City Council and all our citizens, do hereby proclaim [DATE], as [CITIZEN'S NAME] Day in the City of Mary Esther with sincere congratulations and best wishes for many more happy, productive years in the future.

SO DONE this Number day of Month Year.

By: _____

Chris Stein, Mayor

ATTEST:

_____

Dillon Morris, City Clerk

Option 1 - $63.95

Option 2 - $68.95

Option 1 - $59.95