



**Agenda  
Regular Meeting  
of the Mary Esther City Council  
October 6, 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**
- 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 August 27th, 2025, City Council Workshop**
  - 7.9. Minutes of the September 3rd, 2025, Regular City Council Meeting**
  - 7.10. Minutes of the September 23rd, 2025, Special City Council Meeting**
- 8. CITIZENS WHO HAVE REQUESTED TO BE PLACED ON THE AGENDA**
  - 8.1. Eric Bowman - 41 Ridgelake Dr.**
- 9. PUBLIC COMMENT (NON-AGENDA ITEMS)**
- 10. UNFINISHED BUSINESS**
  - 10.1. Second Reading of Ordinance 2025-06: Platting Procedures**
- 11. NEW BUSINESS**
  - 11.1. Making Strides Against Breast Cancer of the Emerald Coast Proclamation**
  - 11.2. City Week Proclamation**
  - 11.3. Animal Control Contract Update**
  - 11.4. Mary Esther Boulevard Landscaping Project Update**
  - 11.5. Azalea Park Project Update**
  - 11.6. Resolution 25-14: FY 2026 Library Interlocal Agreement**
  - 11.7. Resolution 25-15: State Route Maintenance Contract with Webber Infrastructure Management**
  - 11.8. Resolution 25-16: SRF Loan Agreement DW 460211, Amendment 4**
  - 11.9. Resolution 25-17: Approval of Florida DEP Standard Grant Agreement No. L0259 - Mary Esther - Okaloosa County Wastewater Connection**
  - 11.10. Resolution 25-18: FY 2026 Law Enforcement Services Agreement**

- 11.11. **Consideration of Scope for Law Enforcement Study**
- 11.12. **Consideration of Audio-Visual Proposal from Sweetwater Integration**
- 11.13. **Request for State Appropriation: Highway 98 Water Main Replacement and Upgrade**
- 11.14. **Consideration of FY 2026 City Manager Salary Adjustment**
- 11.15. **Adoption of 2026 Regular Council Meeting Calendar**
- 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](http://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.*



City of Mary Esther, FL

# Budget vs Actuals Account Summary

For Fiscal: 2024-2025 Period Ending: 08/31/2025

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining	
<b>Fund: 001 - GENERAL FUND</b>							
<b>Revenue</b>							
<b>Department: 00 - UNDESIGNATED</b>							
<a href="#">001-00-311100</a>	AD VALOREM TAXES	2,215,883.00	2,215,883.00	0.00	2,186,661.98	2,186,661.98	29,221.02
<a href="#">001-00-311200</a>	AD VALOREM TAXES-DELO	65,000.00	65,000.00	362.93	61,169.87	61,169.87	3,830.13
<a href="#">001-00-312130</a>	TOURIST DEVELOPMENT TAX	419,000.00	419,000.00	0.00	0.00	0.00	419,000.00
<a href="#">001-00-312410</a>	FIRST LOCAL OPTION FUEL TAX	0.00	200,000.00	16,438.93	154,704.39	154,704.39	45,295.61
<a href="#">001-00-312420</a>	LOCAL ALTERNATIVE FUEL USER FEE	200,000.00	0.00	0.00	0.00	0.00	0.00
<a href="#">001-00-314100</a>	UTILITY TAXES-ELECTRIC	235,000.00	235,000.00	22,594.08	196,717.30	196,717.30	38,282.70
<a href="#">001-00-314200</a>	UTILITY TAXES-COMMUNICATION SE...	230,000.00	230,000.00	19,297.48	176,463.63	176,463.63	53,536.37
<a href="#">001-00-314300</a>	UTILITY TAXES-WATER	129,000.00	129,000.00	11,735.80	119,546.59	119,546.59	9,453.41
<a href="#">001-00-314400</a>	UTILITY TAXES-GAS	42,000.00	42,000.00	2,541.35	38,761.52	38,761.52	3,238.48
<a href="#">001-00-314800</a>	UTILITY TAXES -PROPANE GAS	200.00	200.00	0.00	131.60	131.60	68.40
<a href="#">001-00-316010</a>	BUSINESS TAX - PENALTY INT	900.00	900.00	0.00	882.50	882.50	17.50
<a href="#">001-00-316100</a>	BUSINESS TAX	95,000.00	95,000.00	6,775.00	125,755.00	125,755.00	-30,755.00
<a href="#">001-00-322000</a>	BUILDING PERMITS	80,000.00	80,000.00	539.55	7,668.73	7,668.73	72,331.27
<a href="#">001-00-323100</a>	ELECTRICITY FRANCHISE FEES	210,000.00	210,000.00	20,860.89	152,262.82	152,262.82	57,737.18
<a href="#">001-00-323400</a>	GAS FRANCHISE FEES	40,000.00	40,000.00	2,323.42	36,665.21	36,665.21	3,334.79
<a href="#">001-00-324120</a>	IMPACT FEES-FIRE PROTECTION	0.00	0.00	337.00	674.00	674.00	-674.00
<a href="#">001-00-324125</a>	IMPACT FEES-LAW ENFORCEMENT	0.00	0.00	323.00	646.00	646.00	-646.00
<a href="#">001-00-329050</a>	TRACKING FEES	1,500.00	1,500.00	980.00	5,440.00	5,440.00	-3,940.00
<a href="#">001-00-334000</a>	STATE GRANTS	0.00	0.00	362,893.27	460,730.47	460,730.47	-460,730.47
<a href="#">001-00-335120</a>	STATE REVENUE SHARING PROCEEDS	210,000.00	210,000.00	43,226.99	211,526.08	211,526.08	-1,526.08
<a href="#">001-00-335150</a>	ALCOHOLIC BEVERAGE LICENSES	500.00	500.00	0.00	880.99	880.99	-380.99
<a href="#">001-00-335180</a>	LOCAL GOVERNMENT 1/2 SALES TAX	500,000.00	500,000.00	58,125.66	425,467.70	425,467.70	74,532.30
<a href="#">001-00-338200</a>	INTERGOV REV-COUNTY BUSINESS TAX	3,000.00	3,000.00	1,331.59	3,134.37	3,134.37	-134.37
<a href="#">001-00-338210</a>	INTERGOV REV - LIBRARY COOP	63,000.00	63,000.00	0.00	65,694.00	65,694.00	-2,694.00
<a href="#">001-00-341200</a>	ZONING FEES	0.00	0.00	0.00	1,100.00	1,100.00	-1,100.00
<a href="#">001-00-341901</a>	FIRE DEPARTMENT FEES	13,000.00	13,000.00	1,003.00	10,695.50	10,695.50	2,304.50
<a href="#">001-00-341902</a>	NOTARY FEE REVENUE	0.00	0.00	0.00	110.00	110.00	-110.00
<a href="#">001-00-341910</a>	PLAN REVIEW	0.00	0.00	166.00	696.00	696.00	-696.00
<a href="#">001-00-341920</a>	SITE INSPECTION	100.00	100.00	75.00	75.00	75.00	25.00
<a href="#">001-00-342510</a>	FINAL INSPECTION	500.00	500.00	150.00	1,050.00	1,050.00	-550.00
<a href="#">001-00-342910</a>	IMPACT FEE- STORMWATER	0.00	0.00	300.00	600.00	600.00	-600.00
<a href="#">001-00-343800</a>	CEMETERY FEES	100.00	100.00	50.00	200.00	200.00	-100.00
<a href="#">001-00-344210</a>	BOAT LAUNCH DAILY PERMIT	500.00	500.00	60.00	636.00	636.00	-136.00
<a href="#">001-00-344901</a>	FLORIDA DOT	51,759.00	51,759.00	0.00	22,494.82	22,494.82	29,264.18
<a href="#">001-00-344910</a>	IMPACT FEE- TRANSPORTATION	0.00	0.00	1,500.00	3,000.00	3,000.00	-3,000.00
<a href="#">001-00-347210</a>	IMPACT FEE- PARKS & RECREATION	0.00	0.00	150.00	300.00	300.00	-300.00
<a href="#">001-00-349100</a>	LIEN SEARCH FEE	1,500.00	1,500.00	260.00	1,990.00	1,990.00	-490.00
<a href="#">001-00-351100</a>	COURT FINES	6,000.00	6,000.00	18.38	5,806.44	5,806.44	193.56
<a href="#">001-00-352000</a>	LIBRARY FINES/LOST BOOKS	1,500.00	1,500.00	0.00	1,854.41	1,854.41	-354.41
<a href="#">001-00-354100</a>	VIOLATION OF LOCAL ORDINANCE	2,500.00	2,500.00	0.00	547.00	547.00	1,953.00
<a href="#">001-00-361000</a>	INTEREST AND OTHER EARNINGS	0.00	0.00	0.95	12.73	12.73	-12.73
<a href="#">001-00-361100</a>	INTEREST INCOME	250,000.00	250,000.00	29,679.46	347,911.84	347,911.84	-97,911.84
<a href="#">001-00-364400</a>	SALE OF EQUIPMENT	0.00	0.00	15,200.00	16,450.00	16,450.00	-16,450.00
<a href="#">001-00-365100</a>	SCRAP SALES	0.00	0.00	0.00	180.40	180.40	-180.40
<a href="#">001-00-366010</a>	DONATIONS & CONTRIBUTIONS LIBR...	21,500.00	21,500.00	0.00	0.00	0.00	21,500.00
<a href="#">001-00-369300</a>	SETTLEMENTS (INSURANCE ACCIDENT...	0.00	0.00	0.00	759.27	759.27	-759.27
<a href="#">001-00-369900</a>	MISCELLANEOUS REVENUE - OTHER	0.00	0.00	3,769.52	8,313.30	8,313.30	-8,313.30
<a href="#">001-00-381000</a>	INTERFUND TRANSFER	943,092.00	943,092.00	0.00	79,854.00	79,854.00	863,238.00

**Budget vs Actuals**

**For Fiscal: 2024-2025 Period Ending: 08/31/2025**

[001-00-389400](#)

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
GRANTS - OTHER SOURCES	505,000.00	505,000.00	0.00	5,000.00	5,000.00	500,000.00
<b>Department: 00 - UNDESIGNATED Total:</b>	<b>6,537,034.00</b>	<b>6,537,034.00</b>	<b>623,069.25</b>	<b>4,941,221.46</b>	<b>4,941,221.46</b>	<b>1,595,812.54</b>
<b>Revenue Total:</b>	<b>6,537,034.00</b>	<b>6,537,034.00</b>	<b>623,069.25</b>	<b>4,941,221.46</b>	<b>4,941,221.46</b>	<b>1,595,812.54</b>

**Budget vs Actuals**

For Fiscal: 2024-2025 Period Ending: 08/31/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
<b>Expense</b>							
<b>Activity: 51100 - LEGISLATIVE</b>							
<b>Department: 11 - MAYOR AND CITY COUNCIL</b>							
<a href="#">001-11-51100-1210</a>	SALARIES	26,400.00	26,400.00	1,850.00	18,940.00	18,940.00	7,460.00
<a href="#">001-11-51100-2110</a>	SOCIAL SECURITY TAXES	1,637.00	1,637.00	114.70	1,174.28	1,174.28	462.72
<a href="#">001-11-51100-2410</a>	WORKER'S COMPENSATION	600.00	600.00	0.00	408.88	408.88	191.12
<a href="#">001-11-51100-3000</a>	MEDICARE INSURANCE	383.00	383.00	26.85	274.91	274.91	108.09
<a href="#">001-11-51100-3100</a>	PROFESSIONAL SERVICES	11,000.00	11,000.00	4,400.00	4,400.00	4,400.00	6,600.00
<a href="#">001-11-51100-4010</a>	TRAVEL & PER DIEM	14,000.00	14,000.00	2,629.17	12,908.11	14,452.94	-452.94
<a href="#">001-11-51100-4810</a>	TROPHIES AND AWARDS	750.00	750.00	0.00	0.00	0.00	750.00
<a href="#">001-11-51100-4930</a>	TRAINING	4,500.00	4,500.00	0.00	3,055.00	3,055.00	1,445.00
<a href="#">001-11-51100-5110</a>	OFFICE SUPPLIES	300.00	300.00	0.00	0.00	0.00	300.00
<a href="#">001-11-51100-5280</a>	LEAGUE OF CITIES DINNERS	1,400.00	1,400.00	0.00	311.00	311.00	1,089.00
<a href="#">001-11-51100-5290</a>	OPERATING SUPPLIES	1,510.00	1,510.00	147.98	633.20	633.20	876.80
<a href="#">001-11-51100-5410</a>	BOOKS, PUBS, SUBS & MEMBS	4,767.00	4,767.00	0.00	3,981.00	4,381.00	386.00
<b>Department: 11 - MAYOR AND CITY COUNCIL Total:</b>		<b>67,247.00</b>	<b>67,247.00</b>	<b>9,168.70</b>	<b>46,086.38</b>	<b>48,031.21</b>	<b>19,215.79</b>
<b>Activity: 51100 - LEGISLATIVE Total:</b>		<b>67,247.00</b>	<b>67,247.00</b>	<b>9,168.70</b>	<b>46,086.38</b>	<b>48,031.21</b>	<b>19,215.79</b>
<b>Activity: 51200 - EXECUTIVE</b>							
<b>Department: 12 - CITY MANAGER</b>							
<a href="#">001-12-51200-1210</a>	SALARIES	173,945.00	173,945.00	13,210.38	153,167.16	153,167.16	20,777.84
<a href="#">001-12-51200-2110</a>	SOCIAL SECURITY TAXES	10,785.00	10,785.00	819.79	9,504.53	9,504.53	1,280.47
<a href="#">001-12-51200-2210</a>	RETIREMENT	24,352.00	24,352.00	1,851.15	19,776.18	19,776.18	4,575.82
<a href="#">001-12-51200-2310</a>	EMPLOYEE INSURANCE	28,630.00	28,630.00	1,842.79	22,511.57	22,511.57	6,118.43
<a href="#">001-12-51200-2410</a>	WORKER'S COMPENSATION	170.00	170.00	0.00	115.73	115.73	54.27
<a href="#">001-12-51200-3000</a>	MEDICARE INSURANCE	2,522.00	2,522.00	191.73	2,222.87	2,222.87	299.13
<a href="#">001-12-51200-4010</a>	TRAVEL & PER DIEM	6,100.00	6,100.00	681.49	1,491.19	2,568.03	3,531.97
<a href="#">001-12-51200-4110</a>	TELEPHONE & INTERNET	360.00	360.00	0.00	0.00	0.00	360.00
<a href="#">001-12-51200-4930</a>	TRAINING	3,500.00	3,500.00	0.00	1,325.00	1,325.00	2,175.00
<a href="#">001-12-51200-5290</a>	OPERATING SUPPLIES	2,500.00	2,500.00	90.77	1,068.31	1,068.31	1,431.69
<a href="#">001-12-51200-5410</a>	BOOKS, PUBS, SUBS & MEMBS	1,500.00	1,500.00	0.00	1,378.33	1,378.33	121.67
<b>Department: 12 - CITY MANAGER Total:</b>		<b>254,364.00</b>	<b>254,364.00</b>	<b>18,688.10</b>	<b>212,560.87</b>	<b>213,637.71</b>	<b>40,726.29</b>
<b>Activity: 51200 - EXECUTIVE Total:</b>		<b>254,364.00</b>	<b>254,364.00</b>	<b>18,688.10</b>	<b>212,560.87</b>	<b>213,637.71</b>	<b>40,726.29</b>
<b>Activity: 51300 - FINANCE</b>							
<b>Department: 13 - ADMINISTRATIVE SERVICES</b>							
<a href="#">001-13-51300-1210</a>	SALARIES	74,886.00	74,886.00	5,584.35	66,054.37	66,054.37	8,831.63
<a href="#">001-13-51300-2110</a>	SOCIAL SECURITY TAXES	4,643.00	4,643.00	346.27	4,091.62	4,091.62	551.38
<a href="#">001-13-51300-2210</a>	RETIREMENT	10,484.00	10,484.00	717.42	6,827.52	6,827.52	3,656.48
<a href="#">001-13-51300-2310</a>	EMPLOYEE INSURANCE	4,710.00	4,710.00	485.28	3,885.24	3,885.24	824.76
<a href="#">001-13-51300-2410</a>	WORKER'S COMPENSATION	70.00	70.00	0.00	47.72	47.72	22.28
<a href="#">001-13-51300-3000</a>	MEDICARE INSURANCE	1,086.00	1,086.00	81.00	957.07	957.07	128.93
<a href="#">001-13-51300-3210</a>	ACCOUNTING AND AUDITING	26,250.00	26,250.00	0.00	24,522.50	24,522.50	1,727.50
<a href="#">001-13-51300-4010</a>	TRAVEL & PER DIEM	3,500.00	3,500.00	0.00	60.90	60.90	3,439.10
<a href="#">001-13-51300-4710</a>	PRINTING & BINDING	1,900.00	1,900.00	0.00	739.76	739.76	1,160.24
<a href="#">001-13-51300-4921</a>	BANK FEES	1,000.00	1,000.00	55.00	662.57	662.57	337.43
<a href="#">001-13-51300-4930</a>	TRAINING	2,500.00	2,500.00	0.00	600.00	600.00	1,900.00
<a href="#">001-13-51300-4946</a>	LEGAL & RETAIL ADVERTISEMENTS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
<a href="#">001-13-51300-5110</a>	OFFICE SUPPLIES	0.00	0.00	0.00	268.60	268.60	-268.60
<a href="#">001-13-51300-5290</a>	OPERATING SUPPLIES	1,150.00	1,150.00	0.00	166.47	166.47	983.53
<a href="#">001-13-51300-5410</a>	BOOKS, PUBS, SUBS & MEMBS	855.00	855.00	0.00	345.00	345.00	510.00
<b>Department: 13 - ADMINISTRATIVE SERVICES Total:</b>		<b>134,534.00</b>	<b>134,534.00</b>	<b>7,269.32</b>	<b>109,229.34</b>	<b>109,229.34</b>	<b>25,304.66</b>
<b>Activity: 51300 - FINANCE Total:</b>		<b>134,534.00</b>	<b>134,534.00</b>	<b>7,269.32</b>	<b>109,229.34</b>	<b>109,229.34</b>	<b>25,304.66</b>
<b>Activity: 51310 - HUMAN RESOURCES</b>							
<b>Department: 13 - ADMINISTRATIVE SERVICES</b>							
<a href="#">001-13-51310-1210</a>	SALARIES	13,366.00	13,366.00	1,006.76	11,336.21	11,336.21	2,029.79
<a href="#">001-13-51310-2110</a>	SOCIAL SECURITY TAXES	829.00	829.00	62.42	702.79	702.79	126.21
<a href="#">001-13-51310-2210</a>	RETIREMENT	1,871.00	1,871.00	140.94	1,165.64	1,165.64	705.36
<a href="#">001-13-51310-2220</a>	RETIRED EMPLOYEE LIFE INSURANCE	850.00	850.00	55.80	664.00	664.00	186.00

**Budget vs Actuals**

For Fiscal: 2024-2025 Period Ending: 08/31/2025

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<a href="#">001-13-51310-2230</a>	RETIRED EMPLOYEE DENTAL INSURA...	4,700.00	4,700.00	306.90	3,879.28	3,879.28	820.72
<a href="#">001-13-51310-2310</a>	EMPLOYEE INSURANCE	3,400.00	3,400.00	19.22	2,198.76	2,198.76	1,201.24
<a href="#">001-13-51310-2410</a>	WORKER'S COMPENSATION	20.00	20.00	0.00	13.64	13.64	6.36
<a href="#">001-13-51310-2510</a>	UNEMPLOYMENT COMPENSATION	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
<a href="#">001-13-51310-3000</a>	MEDICARE INSURANCE	194.00	194.00	14.59	164.28	164.28	29.72
<a href="#">001-13-51310-3100</a>	PROFESSIONAL SERVICES	11,200.00	11,200.00	0.00	9,068.04	9,068.04	2,131.96
<a href="#">001-13-51310-4010</a>	TRAVEL & PER DIEM	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
<a href="#">001-13-51310-4015</a>	RECRUITMENT	2,500.00	2,500.00	0.00	86.80	86.80	2,413.20
<a href="#">001-13-51310-4540</a>	EMPLOYEE APPRECIATION	5,250.00	5,250.00	484.38	5,346.57	5,346.57	-96.57
<a href="#">001-13-51310-4710</a>	PRINTING & BINDING	900.00	900.00	0.00	0.00	0.00	900.00
<a href="#">001-13-51310-4930</a>	TRAINING	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
<a href="#">001-13-51310-4934</a>	TUITION	26,250.00	26,250.00	4,152.19	21,542.82	21,542.82	4,707.18
<a href="#">001-13-51310-4946</a>	LEGAL & RETAIL ADVERTISEMENTS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
<a href="#">001-13-51310-5290</a>	OPERATING SUPPLIES	500.00	500.00	0.00	35.99	35.99	464.01
<a href="#">001-13-51310-5410</a>	BOOKS, PUBS, SUBS & MEMBS	750.00	750.00	0.00	0.00	0.00	750.00
<b>Department: 13 - ADMINISTRATIVE SERVICES Total:</b>		<b>83,080.00</b>	<b>83,080.00</b>	<b>6,243.20</b>	<b>56,204.82</b>	<b>56,204.82</b>	<b>26,875.18</b>
<b>Activity: 51310 - HUMAN RESOURCES Total:</b>		<b>83,080.00</b>	<b>83,080.00</b>	<b>6,243.20</b>	<b>56,204.82</b>	<b>56,204.82</b>	<b>26,875.18</b>
<b>Activity: 51400 - LEGAL</b>							
<b>Department: 14 - CITY ATTORNEY</b>							
<a href="#">001-14-51400-3111</a>	LEGAL COUNSEL	65,000.00	65,000.00	3,387.00	44,259.49	44,259.49	20,740.51
<b>Department: 14 - CITY ATTORNEY Total:</b>		<b>65,000.00</b>	<b>65,000.00</b>	<b>3,387.00</b>	<b>44,259.49</b>	<b>44,259.49</b>	<b>20,740.51</b>
<b>Activity: 51400 - LEGAL Total:</b>		<b>65,000.00</b>	<b>65,000.00</b>	<b>3,387.00</b>	<b>44,259.49</b>	<b>44,259.49</b>	<b>20,740.51</b>
<b>Activity: 51500 - PLANNING AND ZONING</b>							
<b>Department: 30 - COMMUNITY DEVELOPMENT</b>							
<a href="#">001-30-51500-1210</a>	SALARIES	99,488.00	99,488.00	7,476.52	87,410.07	87,410.07	12,077.93
<a href="#">001-30-51500-2110</a>	SOCIAL SECURITY TAXES	6,168.00	6,168.00	463.56	5,419.67	5,419.67	748.33
<a href="#">001-30-51500-2210</a>	RETIREMENT	13,928.00	13,928.00	876.50	9,912.88	9,912.88	4,015.12
<a href="#">001-30-51500-2310</a>	EMPLOYEE INSURANCE	23,670.00	23,670.00	1,508.82	18,106.34	18,106.34	5,563.66
<a href="#">001-30-51500-2410</a>	WORKER'S COMPENSATION	320.00	320.00	0.00	47.72	47.72	272.28
<a href="#">001-30-51500-3000</a>	MEDICARE INSURANCE	1,443.00	1,443.00	108.42	1,267.63	1,267.63	175.37
<a href="#">001-30-51500-3100</a>	PROFESSIONAL SERVICES	90,000.00	90,000.00	0.00	44,652.80	75,843.21	14,156.79
<a href="#">001-30-51500-4010</a>	TRAVEL & PER DIEM	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
<a href="#">001-30-51500-4522</a>	VEHICLE INSURANCE	290.00	290.00	0.00	305.00	305.00	-15.00
<a href="#">001-30-51500-4930</a>	TRAINING	500.00	500.00	0.00	0.00	0.00	500.00
<a href="#">001-30-51500-4946</a>	LEGAL & RETAIL ADVERTISEMENTS	3,000.00	3,000.00	0.00	3,616.11	3,616.11	-616.11
<a href="#">001-30-51500-5110</a>	OFFICE SUPPLIES	150.00	150.00	0.00	0.00	0.00	150.00
<a href="#">001-30-51500-5290</a>	OPERATING SUPPLIES	0.00	0.00	0.00	191.98	191.98	-191.98
<a href="#">001-30-51500-5410</a>	BOOKS, PUBS, SUBS & MEMBS	600.00	600.00	110.00	110.00	110.00	490.00
<b>Department: 30 - COMMUNITY DEVELOPMENT Total:</b>		<b>241,557.00</b>	<b>241,557.00</b>	<b>10,543.82</b>	<b>171,040.20</b>	<b>202,230.61</b>	<b>39,326.39</b>
<b>Activity: 51500 - PLANNING AND ZONING Total:</b>		<b>241,557.00</b>	<b>241,557.00</b>	<b>10,543.82</b>	<b>171,040.20</b>	<b>202,230.61</b>	<b>39,326.39</b>
<b>Activity: 51600 - NON-COURT INFORMATION SYSTEMS</b>							
<b>Department: 16 - CITY CLERK</b>							
<a href="#">001-16-51600-1210</a>	SALARIES	77,595.00	77,595.00	5,819.34	67,827.03	67,827.03	9,767.97
<a href="#">001-16-51600-2110</a>	SOCIAL SECURITY TAXES	4,811.00	4,811.00	360.80	4,205.25	4,205.25	605.75
<a href="#">001-16-51600-2210</a>	RETIREMENT	10,863.00	10,863.00	814.70	9,495.78	9,495.78	1,367.22
<a href="#">001-16-51600-2310</a>	EMPLOYEE INSURANCE	17,300.00	17,300.00	1,071.20	12,853.92	12,853.92	4,446.08
<a href="#">001-16-51600-2410</a>	WORKER'S COMPENSATION	100.00	100.00	0.00	68.41	68.41	31.59
<a href="#">001-16-51600-3000</a>	MEDICARE INSURANCE	1,125.00	1,125.00	84.38	983.51	983.51	141.49
<a href="#">001-16-51600-3100</a>	PROFESSIONAL SERVICES	2,350.00	2,350.00	75.39	824.69	960.00	1,390.00
<a href="#">001-16-51600-4010</a>	TRAVEL & PER DIEM	2,500.00	2,500.00	1,277.03	3,311.44	3,311.44	-811.44
<a href="#">001-16-51600-4510</a>	NOTARY INSURANCE	150.00	150.00	0.00	0.00	0.00	150.00
<a href="#">001-16-51600-4930</a>	TRAINING	1,700.00	1,700.00	0.00	2,355.00	2,355.00	-655.00
<a href="#">001-16-51600-4946</a>	LEGAL & RETAIL ADVERTISEMENTS	1,000.00	1,000.00	0.00	400.64	400.64	599.36
<a href="#">001-16-51600-5110</a>	OFFICE SUPPLIES	850.00	850.00	0.00	129.79	129.79	720.21
<a href="#">001-16-51600-5290</a>	OPERATING SUPPLIES	1,300.00	1,300.00	2.54	469.57	469.57	830.43
<a href="#">001-16-51600-5410</a>	BOOKS, PUBS, SUBS & MEMBS	800.00	800.00	0.00	545.94	545.94	254.06
<a href="#">001-16-51600-5416</a>	CODIFICATION	3,500.00	3,500.00	0.00	819.00	819.00	2,681.00

**Budget vs Actuals**

**For Fiscal: 2024-2025 Period Ending: 08/31/2025**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
<a href="#">001-16-51600-6411</a>	OFFICE EQUIP/FURNITURE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
	<b>Department: 16 - CITY CLERK Total:</b>	<b>126,944.00</b>	<b>126,944.00</b>	<b>9,505.38</b>	<b>104,289.97</b>	<b>104,425.28</b>	<b>22,518.72</b>
	<b>Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:</b>	<b>126,944.00</b>	<b>126,944.00</b>	<b>9,505.38</b>	<b>104,289.97</b>	<b>104,425.28</b>	<b>22,518.72</b>
	<b>Activity: 51610 - INFORMATION TECHNOLOGY</b>						
	<b>Department: 13 - ADMINISTRATIVE SERVICES</b>						
<a href="#">001-13-51610-3100</a>	PROFESSIONAL SERVICES	32,500.00	32,500.00	0.00	18,651.20	18,651.20	13,848.80
<a href="#">001-13-51610-4110</a>	TELEPHONE & INTERNET	14,000.00	14,000.00	452.09	12,265.85	12,265.85	1,734.15
<a href="#">001-13-51610-4655</a>	COMPUTER HARDWARE & SOFTWARE...	87,404.00	87,404.00	1,469.66	52,614.04	52,614.04	34,789.96
<a href="#">001-13-51610-4660</a>	COPIER MAINTENANCE	7,900.00	7,900.00	578.00	6,243.13	9,058.14	-1,158.14
<a href="#">001-13-51610-6400</a>	COMPUTER SOFTWARE & EQUIPMENT	42,500.00	42,500.00	0.00	0.00	0.00	42,500.00
	<b>Department: 13 - ADMINISTRATIVE SERVICES Total:</b>	<b>184,304.00</b>	<b>184,304.00</b>	<b>2,499.75</b>	<b>89,774.22</b>	<b>92,589.23</b>	<b>91,714.77</b>
	<b>Activity: 51610 - INFORMATION TECHNOLOGY Total:</b>	<b>184,304.00</b>	<b>184,304.00</b>	<b>2,499.75</b>	<b>89,774.22</b>	<b>92,589.23</b>	<b>91,714.77</b>
	<b>Activity: 51900 - GENERAL GOVERNMENT</b>						
	<b>Department: 99 - NON DEPARTMENTAL</b>						
<a href="#">001-99-51900-4100</a>	POSTAGE & SHIPPING	4,200.00	4,200.00	0.00	3,411.05	3,411.05	788.95
<a href="#">001-99-51900-4520</a>	LIABILITY INSURANCE	56,940.00	69,522.22	0.00	49,149.99	49,149.99	20,372.23
<a href="#">001-99-51900-5110</a>	OFFICE SUPPLIES	4,000.00	4,000.00	106.62	1,356.67	1,356.67	2,643.33
<a href="#">001-99-51900-5410</a>	BOOKS, PUBS, SUBS & MEMBS	900.00	900.00	0.00	0.00	0.00	900.00
	<b>Department: 99 - NON DEPARTMENTAL Total:</b>	<b>66,040.00</b>	<b>78,622.22</b>	<b>106.62</b>	<b>53,917.71</b>	<b>53,917.71</b>	<b>24,704.51</b>
	<b>Activity: 51900 - GENERAL GOVERNMENT Total:</b>	<b>66,040.00</b>	<b>78,622.22</b>	<b>106.62</b>	<b>53,917.71</b>	<b>53,917.71</b>	<b>24,704.51</b>
	<b>Activity: 51910 - FACILITIES</b>						
	<b>Department: 50 - PUBLIC WORKS</b>						
<a href="#">001-50-51910-1210</a>	SALARIES	52,293.00	51,653.00	3,846.03	41,899.97	41,899.97	9,753.03
<a href="#">001-50-51910-1310</a>	PART-TIME SALARIES	11,200.00	11,200.00	1,187.63	8,762.47	8,762.47	2,437.53
<a href="#">001-50-51910-1410</a>	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
<a href="#">001-50-51910-2110</a>	SOCIAL SECURITY TAXES	3,968.00	3,968.00	312.12	3,141.24	3,141.24	826.76
<a href="#">001-50-51910-2210</a>	RETIREMENT	7,391.00	2,391.00	49.23	824.08	824.08	1,566.92
<a href="#">001-50-51910-2310</a>	EMPLOYEE INSURANCE	17,850.00	13,850.00	1,042.36	13,275.91	13,275.91	574.09
<a href="#">001-50-51910-2410</a>	WORKER'S COMPENSATION	3,490.00	1,490.00	0.00	1,450.52	1,450.52	39.48
<a href="#">001-50-51910-3000</a>	MEDICARE INSURANCE	928.00	928.00	73.00	734.67	734.67	193.33
<a href="#">001-50-51910-3100</a>	PROFESSIONAL SERVICES	20,450.00	15,450.00	806.00	9,261.68	11,201.47	4,248.53
<a href="#">001-50-51910-4010</a>	TRAVEL & PER DIEM	500.00	500.00	0.00	0.00	0.00	500.00
<a href="#">001-50-51910-4310</a>	ELECTRICITY	30,000.00	28,000.00	2,735.47	20,580.10	20,580.10	7,419.90
<a href="#">001-50-51910-4320</a>	WATER	12,000.00	12,000.00	874.32	7,864.22	7,864.22	4,135.78
<a href="#">001-50-51910-4330</a>	SOLID WASTE	7,500.00	7,500.00	206.14	2,502.98	2,502.98	4,997.02
<a href="#">001-50-51910-4340</a>	NATURAL GAS	2,500.00	2,500.00	0.00	986.38	986.38	1,513.62
<a href="#">001-50-51910-4410</a>	EQUIPMENT RENTAL	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
<a href="#">001-50-51910-4521</a>	PROPERTY INSURANCE	18,900.00	32,540.00	0.00	32,246.00	32,246.00	294.00
<a href="#">001-50-51910-4522</a>	VEHICLE INSURANCE	1,050.00	1,050.00	0.00	870.00	870.00	180.00
<a href="#">001-50-51910-4611</a>	BUILDING R & M	20,000.00	20,000.00	6,082.70	15,020.01	18,089.01	1,910.99
<a href="#">001-50-51910-4612</a>	FURNITURE/EQUIP. R & M	500.00	500.00	0.00	0.00	0.00	500.00
<a href="#">001-50-51910-4615</a>	FENCING AND LANDSCAPING	5,000.00	5,000.00	1,358.82	2,408.61	2,408.61	2,591.39
<a href="#">001-50-51910-4930</a>	TRAINING	1,000.00	1,000.00	0.00	176.93	176.93	823.07
<a href="#">001-50-51910-5110</a>	OFFICE SUPPLIES	750.00	750.00	118.25	193.21	193.21	556.79
<a href="#">001-50-51910-5210</a>	FUEL, OIL, & LUBRICANTS	5,000.00	7,500.00	308.21	1,943.35	1,943.35	5,556.65
<a href="#">001-50-51910-5220</a>	UNIFORMS	1,000.00	1,500.00	105.86	1,066.60	1,222.95	277.05
<a href="#">001-50-51910-5221</a>	PERSONAL PROTECTIVE EQUIPMENT	1,000.00	1,000.00	14.97	257.11	257.11	742.89
<a href="#">001-50-51910-5230</a>	JANITORIAL SUPPLIES	2,500.00	2,500.00	226.73	1,970.55	1,970.55	529.45
<a href="#">001-50-51910-5231</a>	SEASONAL DECORATIONS	0.00	500.00	0.00	392.52	392.52	107.48
<a href="#">001-50-51910-5260</a>	TOOLS	1,000.00	1,000.00	146.66	423.41	423.41	576.59
<a href="#">001-50-51910-5270</a>	MACHINERY & EQUIPMENT	1,500.00	1,500.00	0.00	715.34	715.34	784.66
<a href="#">001-50-51910-5290</a>	OPERATING SUPPLIES	7,500.00	7,500.00	260.44	2,690.91	2,690.91	4,809.09
<a href="#">001-50-51910-5410</a>	BOOKS, PUBS, SUBS & MEMBS	100.00	100.00	0.00	0.00	0.00	100.00
<a href="#">001-50-51910-6210</a>	BUILDINGS	818,674.00	818,674.00	0.00	175,821.33	637,152.36	181,521.64
	<b>Department: 50 - PUBLIC WORKS Total:</b>	<b>1,058,044.00</b>	<b>1,056,544.00</b>	<b>19,754.94</b>	<b>347,480.10</b>	<b>813,976.27</b>	<b>242,567.73</b>
	<b>Activity: 51910 - FACILITIES Total:</b>	<b>1,058,044.00</b>	<b>1,056,544.00</b>	<b>19,754.94</b>	<b>347,480.10</b>	<b>813,976.27</b>	<b>242,567.73</b>

**Budget vs Actuals**

For Fiscal: 2024-2025 Period Ending: 08/31/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
<b>Activity: 52100 - LAW ENFORCEMENT</b>							
<b>Department: 20 - PUBLIC SAFETY</b>							
<a href="#">001-20-52100-3405</a>	CONTRACT FOR SERVICES	310,788.00	310,788.00	24,927.42	274,246.62	274,246.62	36,541.38
<b>Department: 20 - PUBLIC SAFETY Total:</b>		<b>310,788.00</b>	<b>310,788.00</b>	<b>24,927.42</b>	<b>274,246.62</b>	<b>274,246.62</b>	<b>36,541.38</b>
<b>Activity: 52100 - LAW ENFORCEMENT Total:</b>		<b>310,788.00</b>	<b>310,788.00</b>	<b>24,927.42</b>	<b>274,246.62</b>	<b>274,246.62</b>	<b>36,541.38</b>
<b>Activity: 52200 - FIRE</b>							
<b>Department: 20 - PUBLIC SAFETY</b>							
<a href="#">001-20-52200-3405</a>	CONTRACT FOR SERVICES	1,147,687.00	1,147,687.00	0.00	860,765.10	860,765.10	286,921.90
<a href="#">001-20-52200-4710</a>	PRINTING & BINDING	0.00	198.00	0.00	198.00	198.00	0.00
<b>Department: 20 - PUBLIC SAFETY Total:</b>		<b>1,147,687.00</b>	<b>1,147,885.00</b>	<b>0.00</b>	<b>860,963.10</b>	<b>860,963.10</b>	<b>286,921.90</b>
<b>Activity: 52200 - FIRE Total:</b>		<b>1,147,687.00</b>	<b>1,147,885.00</b>	<b>0.00</b>	<b>860,963.10</b>	<b>860,963.10</b>	<b>286,921.90</b>
<b>Activity: 52400 - CODE COMPLIANCE</b>							
<b>Department: 30 - COMMUNITY DEVELOPMENT</b>							
<a href="#">001-30-52400-1210</a>	SALARIES	57,350.00	57,350.00	4,311.91	50,926.45	50,926.45	6,423.55
<a href="#">001-30-52400-2110</a>	SOCIAL SECURITY TAXES	3,556.00	3,556.00	267.34	3,157.52	3,157.52	398.48
<a href="#">001-30-52400-2210</a>	RETIREMENT	8,029.00	8,029.00	312.38	4,428.25	4,428.25	3,600.75
<a href="#">001-30-52400-2310</a>	EMPLOYEE INSURANCE	13,850.00	13,850.00	869.89	10,438.68	10,438.68	3,411.32
<a href="#">001-30-52400-2410</a>	WORKER'S COMPENSATION	710.00	710.00	0.00	1,344.80	1,344.80	-634.80
<a href="#">001-30-52400-3000</a>	MEDICARE INSURANCE	832.00	832.00	62.52	738.48	738.48	93.52
<a href="#">001-30-52400-4010</a>	TRAVEL & PER DIEM	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
<a href="#">001-30-52400-4110</a>	TELEPHONE & INTERNET	500.00	500.00	29.40	294.00	294.00	206.00
<a href="#">001-30-52400-4522</a>	VEHICLE INSURANCE	290.00	290.00	0.00	306.30	306.30	-16.30
<a href="#">001-30-52400-4610</a>	VEHICLE R & M	1,000.00	1,000.00	0.00	882.38	882.38	117.62
<a href="#">001-30-52400-4930</a>	TRAINING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
<a href="#">001-30-52400-5110</a>	OFFICE SUPPLIES	150.00	150.00	0.00	35.99	35.99	114.01
<a href="#">001-30-52400-5210</a>	FUEL, OIL, & LUBRICANTS	1,300.00	1,300.00	31.74	843.52	843.52	456.48
<a href="#">001-30-52400-5220</a>	UNIFORMS	250.00	250.00	0.00	0.00	0.00	250.00
<a href="#">001-30-52400-5221</a>	PERSONAL PROTECTIVE EQUIPMENT	100.00	100.00	0.00	0.00	0.00	100.00
<a href="#">001-30-52400-5295</a>	OPERATING SUPPLIES/JANITORIAL	150.00	150.00	0.00	28.00	28.00	122.00
<a href="#">001-30-52400-5410</a>	BOOKS, PUBS, SUBS & MEMBS	250.00	250.00	0.00	240.00	240.00	10.00
<b>Department: 30 - COMMUNITY DEVELOPMENT Total:</b>		<b>90,817.00</b>	<b>90,817.00</b>	<b>5,885.18</b>	<b>73,664.37</b>	<b>73,664.37</b>	<b>17,152.63</b>
<b>Activity: 52400 - CODE COMPLIANCE Total:</b>		<b>90,817.00</b>	<b>90,817.00</b>	<b>5,885.18</b>	<b>73,664.37</b>	<b>73,664.37</b>	<b>17,152.63</b>
<b>Activity: 52410 - BUILDING</b>							
<b>Department: 30 - COMMUNITY DEVELOPMENT</b>							
<a href="#">001-30-52410-1210</a>	SALARIES	48,185.00	48,185.00	3,601.83	42,154.74	42,154.74	6,030.26
<a href="#">001-30-52410-2110</a>	SOCIAL SECURITY TAXES	2,987.00	2,987.00	223.30	2,613.21	2,613.21	373.79
<a href="#">001-30-52410-2210</a>	RETIREMENT	6,746.00	6,746.00	375.64	4,229.59	4,229.59	2,516.41
<a href="#">001-30-52410-2310</a>	EMPLOYEE INSURANCE	13,580.00	13,580.00	858.38	10,301.06	10,301.06	3,278.94
<a href="#">001-30-52410-2410</a>	WORKER'S COMPENSATION	170.00	170.00	0.00	13.64	13.64	156.36
<a href="#">001-30-52410-3000</a>	MEDICARE INSURANCE	699.00	699.00	52.22	611.00	611.00	88.00
<a href="#">001-30-52410-3100</a>	PROFESSIONAL SERVICES	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00
<a href="#">001-30-52410-4522</a>	VEHICLE INSURANCE	290.00	290.00	0.00	305.00	305.00	-15.00
<a href="#">001-30-52410-4930</a>	TRAINING	0.00	0.00	620.00	620.00	620.00	-620.00
<a href="#">001-30-52410-4946</a>	LEGAL & RETAIL ADVERTISEMENTS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
<a href="#">001-30-52410-5410</a>	BOOKS, PUBS, SUBS & MEMBS	0.00	0.00	502.00	502.00	502.00	-502.00
<b>Department: 30 - COMMUNITY DEVELOPMENT Total:</b>		<b>153,657.00</b>	<b>153,657.00</b>	<b>6,233.37</b>	<b>61,350.24</b>	<b>61,350.24</b>	<b>92,306.76</b>
<b>Activity: 52410 - BUILDING Total:</b>		<b>153,657.00</b>	<b>153,657.00</b>	<b>6,233.37</b>	<b>61,350.24</b>	<b>61,350.24</b>	<b>92,306.76</b>
<b>Activity: 53800 - STORMWATER</b>							
<b>Department: 50 - PUBLIC WORKS</b>							
<a href="#">001-50-53800-1210</a>	SALARIES	95,502.00	100,602.00	7,358.62	86,119.46	86,119.46	14,482.54
<a href="#">001-50-53800-1410</a>	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
<a href="#">001-50-53800-2110</a>	SOCIAL SECURITY TAXES	5,952.00	6,352.00	455.42	5,328.74	5,328.74	1,023.26
<a href="#">001-50-53800-2210</a>	RETIREMENT	13,440.00	8,940.00	614.61	7,229.19	7,229.19	1,710.81
<a href="#">001-50-53800-2310</a>	EMPLOYEE INSURANCE	28,350.00	25,450.00	1,776.76	21,422.33	21,422.33	4,027.67
<a href="#">001-50-53800-2410</a>	WORKER'S COMPENSATION	4,360.00	6,160.00	0.00	6,114.32	6,114.32	45.68
<a href="#">001-50-53800-3000</a>	MEDICARE INSURANCE	1,392.00	1,492.00	106.54	1,246.66	1,246.66	245.34
<a href="#">001-50-53800-3100</a>	Professional Services	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00

**Budget vs Actuals**

**For Fiscal: 2024-2025 Period Ending: 08/31/2025**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
<a href="#">001-50-53800-4010</a>	TRAVEL & PER DIEM	1,000.00	1,000.00	0.00	600.00	718.58	281.42
<a href="#">001-50-53800-4522</a>	VEHICLE INSURANCE	1,050.00	1,050.00	0.00	870.00	870.00	180.00
<a href="#">001-50-53800-4615</a>	FENCING AND LANDSCAPING	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00
<a href="#">001-50-53800-4637</a>	CURBS/GUTTERS/STORM DRAINS R&M	5,500.00	5,500.00	40.00	4,279.51	4,279.51	1,220.49
<a href="#">001-50-53800-4930</a>	TRAINING	0.00	219.00	0.00	219.00	219.00	0.00
<a href="#">001-50-53800-5220</a>	UNIFORMS	250.00	250.00	0.00	0.00	0.00	250.00
<a href="#">001-50-53800-5295</a>	OPERATING SUPPLIES/JANITORIAL	3,750.00	3,750.00	0.00	663.40	663.40	3,086.60
<a href="#">001-50-53800-5410</a>	BOOKS, PUBS, SUBS & MEMBS	2,500.00	2,500.00	0.00	375.00	375.00	2,125.00
<a href="#">001-50-53800-6310</a>	INFRASTRUCTURE	1,104,703.00	599,918.05	3,750.61	521,157.37	618,271.59	-18,353.54
<b>Department: 50 - PUBLIC WORKS Total:</b>		<b>1,286,749.00</b>	<b>782,183.05</b>	<b>14,102.56</b>	<b>655,624.98</b>	<b>752,857.78</b>	<b>29,325.27</b>
<b>Activity: 53800 - STORMWATER Total:</b>		<b>1,286,749.00</b>	<b>782,183.05</b>	<b>14,102.56</b>	<b>655,624.98</b>	<b>752,857.78</b>	<b>29,325.27</b>

**Activity: 54100 - STREETS**

**Department: 41 - MAINTENANCE DEPARTMENT**

<a href="#">001-41-54100-5210</a>	FUEL, OIL, & LUBRICANTS	0.00	0.00	0.00	241.87	241.87	-241.87
<b>Department: 41 - MAINTENANCE DEPARTMENT Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>241.87</b>	<b>241.87</b>	<b>-241.87</b>

**Department: 50 - PUBLIC WORKS**

<a href="#">001-50-54100-1210</a>	SALARIES	95,502.00	100,602.00	7,358.55	86,103.34	86,103.34	14,498.66
<a href="#">001-50-54100-1410</a>	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
<a href="#">001-50-54100-2110</a>	SOCIAL SECURITY TAXES	5,952.00	6,352.00	455.34	5,327.52	5,327.52	1,024.48
<a href="#">001-50-54100-2210</a>	RETIREMENT	13,440.00	8,940.00	614.49	7,228.17	7,228.17	1,711.83
<a href="#">001-50-54100-2310</a>	EMPLOYEE INSURANCE	28,350.00	25,050.00	1,776.76	21,437.20	21,437.20	3,612.80
<a href="#">001-50-54100-2410</a>	WORKER'S COMPENSATION	4,360.00	6,360.00	0.00	6,148.63	6,148.63	211.37
<a href="#">001-50-54100-3000</a>	MEDICARE INSURANCE	1,392.00	1,492.00	106.43	1,245.43	1,245.43	246.57
<a href="#">001-50-54100-3100</a>	PROFESSIONAL SERVICES	0.00	5,900.00	0.00	5,625.00	5,625.00	275.00
<a href="#">001-50-54100-4010</a>	TRAVEL & PER DIEM	3,000.00	3,000.00	0.00	155.53	155.53	2,844.47
<a href="#">001-50-54100-4310</a>	ELECTRICITY	60,000.00	60,000.00	4,553.11	45,779.54	45,779.54	14,220.46
<a href="#">001-50-54100-4320</a>	WATER	500.00	500.00	33.35	331.92	331.92	168.08
<a href="#">001-50-54100-4330</a>	Solid Waste	10,000.00	10,000.00	111.38	9,685.04	10,470.80	-470.80
<a href="#">001-50-54100-4410</a>	EQUIPMENT RENTAL	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
<a href="#">001-50-54100-4522</a>	VEHICLE INSURANCE	1,050.00	1,250.00	0.00	1,165.71	1,165.71	84.29
<a href="#">001-50-54100-4610</a>	VEHICLE R & M	4,000.00	4,000.00	0.00	1,596.62	1,596.62	2,403.38
<a href="#">001-50-54100-4615</a>	FENCING AND LANDSCAPING	2,500.00	5,000.00	0.00	4,726.56	4,726.56	273.44
<a href="#">001-50-54100-4623</a>	HEAVY EQUIPMENT R & M	15,000.00	15,000.00	1,889.66	6,417.74	6,417.74	8,582.26
<a href="#">001-50-54100-4631</a>	STREET REPAVING	61,000.00	66,500.00	0.00	60,511.82	66,005.01	494.99
<a href="#">001-50-54100-4636</a>	TRAFFIC CONTROL/SIGNS R&M	6,000.00	6,000.00	0.00	2,024.53	2,556.69	3,443.31
<a href="#">001-50-54100-4637</a>	CURBS/GUTTERS/STORM DRAINS R&M	10,500.00	5,000.00	0.00	0.00	0.00	5,000.00
<a href="#">001-50-54100-4906</a>	OTHER CHARGES	0.00	130.54	0.00	130.54	130.54	0.00
<a href="#">001-50-54100-4930</a>	TRAINING	1,000.00	1,000.00	0.00	223.29	223.29	776.71
<a href="#">001-50-54100-5110</a>	OFFICE SUPPLIES	100.00	100.00	0.00	0.00	0.00	100.00
<a href="#">001-50-54100-5210</a>	FUEL, OIL, & LUBRICANTS	6,000.00	6,000.00	419.16	2,910.02	2,910.02	3,089.98
<a href="#">001-50-54100-5220</a>	UNIFORMS	700.00	1,500.00	0.00	795.83	1,108.54	391.46
<a href="#">001-50-54100-5221</a>	PERSONAL PROTECTIVE EQUIPMENT	750.00	1,000.00	355.35	643.07	643.07	356.93
<a href="#">001-50-54100-5260</a>	TOOLS	2,500.00	2,500.00	94.05	94.05	94.05	2,405.95
<a href="#">001-50-54100-5270</a>	MACHINERY & EQUIPMENT	5,000.00	5,000.00	0.00	1,705.05	1,889.05	3,110.95
<a href="#">001-50-54100-5290</a>	OPERATING SUPPLIES	4,000.00	4,000.00	291.91	4,006.97	5,645.97	-1,645.97
<a href="#">001-50-54100-5410</a>	BOOKS, PUBS, SUBS & MEMBS	500.00	500.00	0.00	407.00	407.00	93.00
<a href="#">001-50-54100-6310</a>	INFRASTRUCTURE	980,863.00	1,209,789.50	0.00	1,176,036.54	1,180,318.50	29,471.00
<a href="#">001-50-54100-6410</a>	MACHINERY & EQUIPMENT	300,000.00	300,000.00	0.00	289,430.00	289,430.00	10,570.00
<b>Department: 50 - PUBLIC WORKS Total:</b>		<b>1,626,959.00</b>	<b>1,865,466.04</b>	<b>18,059.54</b>	<b>1,741,892.66</b>	<b>1,755,121.44</b>	<b>110,344.60</b>
<b>Activity: 54100 - STREETS Total:</b>		<b>1,626,959.00</b>	<b>1,865,466.04</b>	<b>18,059.54</b>	<b>1,742,134.53</b>	<b>1,755,363.31</b>	<b>110,102.73</b>

**Activity: 56200 - ANIMAL CONTROL**

**Department: 30 - COMMUNITY DEVELOPMENT**

<a href="#">001-30-56200-3410</a>	ANIMAL CONTROL	5,000.00	5,000.00	0.00	4,735.00	4,735.00	265.00
<b>Department: 30 - COMMUNITY DEVELOPMENT Total:</b>		<b>5,000.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>4,735.00</b>	<b>4,735.00</b>	<b>265.00</b>
<b>Activity: 56200 - ANIMAL CONTROL Total:</b>		<b>5,000.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>4,735.00</b>	<b>4,735.00</b>	<b>265.00</b>

**Budget vs Actuals**

**For Fiscal: 2024-2025 Period Ending: 08/31/2025**

		<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>MTD Activity</b>	<b>YTD Activity</b>	<b>YTD Activity + Encumbrances</b>	<b>Budget Remaining</b>
<b>Activity: 57100 - LIBRARY</b>							
<b>Department: 71 - LIBRARY</b>							
<a href="#">001-71-57100-1210</a>	SALARIES	278,192.00	278,192.00	21,049.87	263,200.70	263,200.70	14,991.30
<a href="#">001-71-57100-1310</a>	SALARIES - PART TIME	47,552.00	47,552.00	3,377.01	33,562.20	33,562.20	13,989.80
<a href="#">001-71-57100-2110</a>	SOCIAL SECURITY TAXES	20,196.00	20,196.00	1,508.26	18,318.26	18,318.26	1,877.74
<a href="#">001-71-57100-2210</a>	RETIREMENT	38,947.00	38,947.00	2,046.02	26,117.74	26,117.74	12,829.26
<a href="#">001-71-57100-2310</a>	EMPLOYEE INSURANCE	78,223.00	78,223.00	4,259.94	53,866.29	53,866.29	24,356.71
<a href="#">001-71-57100-2410</a>	WORKER'S COMPENSATION	700.00	700.00	0.00	477.01	477.01	222.99
<a href="#">001-71-57100-3000</a>	MEDICARE INSURANCE	4,723.00	4,723.00	352.74	4,284.18	4,284.18	438.82
<a href="#">001-71-57100-4010</a>	TRAVEL & PER DIEM	1,200.00	1,200.00	602.56	1,338.16	1,338.16	-138.16
<a href="#">001-71-57100-4100</a>	POSTAGE & SHIPPING	1,000.00	1,000.00	0.00	309.69	309.69	690.31
<a href="#">001-71-57100-4612</a>	FURNITURE/EQUIP. R & M	500.00	500.00	0.00	0.00	0.00	500.00
<a href="#">001-71-57100-4710</a>	PRINTING & BINDING	700.00	700.00	0.00	0.00	0.00	700.00
<a href="#">001-71-57100-4925</a>	PROGRAM EXPENSES	1,900.00	1,900.00	0.00	2,073.78	2,073.78	-173.78
<a href="#">001-71-57100-4930</a>	TRAINING	0.00	0.00	0.00	120.00	120.00	-120.00
<a href="#">001-71-57100-5110</a>	OFFICE SUPPLIES	2,700.00	2,700.00	319.81	2,082.91	2,082.91	617.09
<a href="#">001-71-57100-5290</a>	OPERATING SUPPLIES	0.00	0.00	0.00	40.69	40.69	-40.69
<a href="#">001-71-57100-5410</a>	BOOKS, PUBS, SUBS & MEMBS	16,000.00	16,000.00	611.09	11,510.33	11,510.33	4,489.67
<a href="#">001-71-57100-5417</a>	LIBRARY E-BOOK LEASES	15,000.00	15,000.00	3,635.49	12,999.92	12,999.92	2,000.08
<a href="#">001-71-57100-5420</a>	MEMBERSHIPS	1,200.00	1,200.00	0.00	292.00	292.00	908.00
	<b>Department: 71 - LIBRARY Total:</b>	<b>508,733.00</b>	<b>508,733.00</b>	<b>37,762.79</b>	<b>430,593.86</b>	<b>430,593.86</b>	<b>78,139.14</b>
	<b>Activity: 57100 - LIBRARY Total:</b>	<b>508,733.00</b>	<b>508,733.00</b>	<b>37,762.79</b>	<b>430,593.86</b>	<b>430,593.86</b>	<b>78,139.14</b>
<b>Activity: 57200 - PARKS</b>							
<b>Department: 50 - PUBLIC WORKS</b>							
<a href="#">001-50-57200-1210</a>	SALARIES	118,320.00	118,320.00	8,700.48	94,833.57	94,833.57	23,486.43
<a href="#">001-50-57200-1310</a>	PART-TIME SALARIES	26,133.00	26,133.00	2,771.10	20,445.51	20,445.51	5,687.49
<a href="#">001-50-57200-1410</a>	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
<a href="#">001-50-57200-2110</a>	SOCIAL SECURITY TAXES	8,987.00	8,987.00	711.24	7,147.42	7,147.42	1,839.58
<a href="#">001-50-57200-2210</a>	RETIREMENT	16,635.00	14,135.00	98.47	1,762.02	1,762.02	12,372.98
<a href="#">001-50-57200-2310</a>	EMPLOYEE INSURANCE	40,800.00	40,800.00	2,378.74	30,582.22	30,582.22	10,217.78
<a href="#">001-50-57200-2410</a>	WORKER'S COMPENSATION	8,140.00	8,140.00	0.00	3,384.52	3,384.52	4,755.48
<a href="#">001-50-57200-3000</a>	MEDICARE INSURANCE	2,102.00	2,102.00	166.31	1,671.38	1,671.38	430.62
<a href="#">001-50-57200-3100</a>	PROFESSIONAL SERVICES	100,000.00	100,000.00	0.00	86,283.47	94,792.52	5,207.48
<a href="#">001-50-57200-4010</a>	TRAVEL & PER DIEM	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
<a href="#">001-50-57200-4310</a>	ELECTRICITY	5,500.00	5,500.00	353.41	3,549.91	3,549.91	1,950.09
<a href="#">001-50-57200-4320</a>	WATER	4,000.00	4,000.00	253.83	2,629.86	2,629.86	1,370.14
<a href="#">001-50-57200-4330</a>	SOLID WASTE	500.00	500.00	0.00	254.51	254.51	245.49
<a href="#">001-50-57200-4521</a>	PROPERTY INSURANCE	8,450.00	8,450.00	0.00	7,927.00	7,927.00	523.00
<a href="#">001-50-57200-4522</a>	VEHICLE INSURANCE	1,050.00	1,050.00	0.00	870.00	870.00	180.00
<a href="#">001-50-57200-4611</a>	BUILDING R & M	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00
<a href="#">001-50-57200-4612</a>	FURNITURE/EQUIP. R & M	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
<a href="#">001-50-57200-4615</a>	FENCING AND LANDSCAPING	30,000.00	30,000.00	883.15	6,069.42	6,069.42	23,930.58
<a href="#">001-50-57200-5110</a>	OFFICE SUPPLIES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
<a href="#">001-50-57200-5210</a>	FUEL, OIL, & LUBRICANTS	6,000.00	6,000.00	373.40	2,785.46	2,785.46	3,214.54
<a href="#">001-50-57200-5231</a>	SEASONAL DECORATIONS	5,000.00	6,000.00	0.00	5,960.00	5,960.00	40.00
<a href="#">001-50-57200-5270</a>	MACHINERY & EQUIPMENT	3,000.00	5,000.00	0.00	2,355.59	2,355.59	2,644.41
<a href="#">001-50-57200-5290</a>	OPERATING SUPPLIES	10,000.00	10,000.00	386.80	3,411.55	3,411.55	6,588.45
<a href="#">001-50-57200-5295</a>	OPERATING SUPPLIES/JANITORIAL	0.00	100.00	297.45	350.34	350.34	-250.34
<a href="#">001-50-57200-5410</a>	BOOKS, PUBS, SUBS & MEMBS	100.00	100.00	0.00	35.00	35.00	65.00
<a href="#">001-50-57200-5741</a>	COMMUNITY EVENTS	15,000.00	15,000.00	0.00	5,329.90	5,754.90	9,245.10
<a href="#">001-50-57200-6310</a>	INFRASTRUCTURE	908,100.00	950,890.88	5,013.41	127,779.67	146,702.74	804,188.14
<a href="#">001-50-57200-6410</a>	MACHINERY & EQUIPMENT	12,000.00	12,000.00	0.00	10,583.00	10,583.00	1,417.00
	<b>Department: 50 - PUBLIC WORKS Total:</b>	<b>1,346,817.00</b>	<b>1,390,207.88</b>	<b>22,387.79</b>	<b>426,001.32</b>	<b>453,858.44</b>	<b>936,349.44</b>
	<b>Activity: 57200 - PARKS Total:</b>	<b>1,346,817.00</b>	<b>1,390,207.88</b>	<b>22,387.79</b>	<b>426,001.32</b>	<b>453,858.44</b>	<b>936,349.44</b>
<b>Activity: 58100 - INTERFUND TRANSFER</b>							
<b>Department: 99 - NON DEPARTMENTAL</b>							
<a href="#">001-99-58100-7120</a>	LOAN DEBT PRINCIPAL	109,496.00	174,225.70	0.00	0.00	0.00	174,225.70

**Budget vs Actuals**

**For Fiscal: 2024-2025 Period Ending: 08/31/2025**

	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>MTD Activity</b>	<b>YTD Activity</b>	<b>YTD Activity + Encumbrances</b>	<b>Budget Remaining</b>
<a href="#">001-99-58100-7220</a> LOAN DEBT INTEREST	200,738.00	172,129.48	0.00	86,064.75	86,064.75	86,064.73
<b>Department: 99 - NON DEPARTMENTAL Total:</b>	<b>310,234.00</b>	<b>346,355.18</b>	<b>0.00</b>	<b>86,064.75</b>	<b>86,064.75</b>	<b>260,290.43</b>
<b>Activity: 58100 - INTERFUND TRANSFER Total:</b>	<b>310,234.00</b>	<b>346,355.18</b>	<b>0.00</b>	<b>86,064.75</b>	<b>86,064.75</b>	<b>260,290.43</b>
<b>Expense Total:</b>	<b>9,068,555.00</b>	<b>8,893,288.37</b>	<b>216,525.48</b>	<b>5,850,221.87</b>	<b>6,492,199.14</b>	<b>2,401,089.23</b>
<b>Fund: 001 - GENERAL FUND Surplus (Deficit):</b>	<b>-2,531,521.00</b>	<b>-2,356,254.37</b>	<b>406,543.77</b>	<b>-909,000.41</b>	<b>-1,550,977.68</b>	<b>-805,276.69</b>

**Budget vs Actuals**

**For Fiscal: 2024-2025 Period Ending: 08/31/2025**

	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
<b>Fund: 101 - DISCRETIONARY SALES SURTAX</b>						
<b>Revenue</b>						
<b>Department: 00 - UNDESIGNATED</b>						
<a href="#">101-00-312600</a> DISCRETIONARY SALES SURTAXES	500,000.00	500,000.00	74,837.63	461,059.45	461,059.45	38,940.55
<a href="#">101-00-361100</a> INTEREST INCOME	50,000.00	50,000.00	11,454.92	112,979.49	112,979.49	-62,979.49
<b>Department: 00 - UNDESIGNATED Total:</b>	<b>550,000.00</b>	<b>550,000.00</b>	<b>86,292.55</b>	<b>574,038.94</b>	<b>574,038.94</b>	<b>-24,038.94</b>
<b>Revenue Total:</b>	<b>550,000.00</b>	<b>550,000.00</b>	<b>86,292.55</b>	<b>574,038.94</b>	<b>574,038.94</b>	<b>-24,038.94</b>

**Budget vs Actuals**

**For Fiscal: 2024-2025 Period Ending: 08/31/2025**

	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>MTD Activity</b>	<b>YTD Activity</b>	<b>YTD Activity + Encumbrances</b>	<b>Budget Remaining</b>
<b>Expense</b>						
<b>Activity: 58100 - INTERFUND TRANSFER</b>						
<b>Department: 99 - NON DEPARTMENTAL</b>						
<a href="#">101-99-58100-9001</a> INTERFUND TRANSFER	863,238.00	1,144,295.05	0.00	0.00	0.00	1,144,295.05
<b>Department: 99 - NON DEPARTMENTAL Total:</b>	<b>863,238.00</b>	<b>1,144,295.05</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,144,295.05</b>
<b>Activity: 58100 - INTERFUND TRANSFER Total:</b>	<b>863,238.00</b>	<b>1,144,295.05</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,144,295.05</b>
<b>Expense Total:</b>	<b>863,238.00</b>	<b>1,144,295.05</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,144,295.05</b>
<b>Fund: 101 - DISCRETIONARY SALES SURTAX Surplus (Deficit):</b>	<b>-313,238.00</b>	<b>-594,295.05</b>	<b>86,292.55</b>	<b>574,038.94</b>	<b>574,038.94</b>	<b>-1,168,333.99</b>

**Budget vs Actuals**

**For Fiscal: 2024-2025 Period Ending: 08/31/2025**

		<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>MTD Activity</b>	<b>YTD Activity</b>	<b>YTD Activity + Encumbrances</b>	<b>Budget Remaining</b>
<b>Fund: 410 - WATER/SEWER FUND</b>							
<b>Revenue</b>							
<b>Department: 00 - UNDESIGNATED</b>							
<a href="#">410-00-343310</a>	WATER UTIL REVENUE-OPER INCOME	1,281,000.00	1,281,000.00	117,758.39	1,145,717.18	1,145,717.18	135,282.82
<a href="#">410-00-343320</a>	WATER UTIL - PENALTIES	20,000.00	20,000.00	3,848.88	32,756.45	32,756.45	-12,756.45
<a href="#">410-00-343340</a>	BACKFLOW PREVENTER INSPECTION F...	3,500.00	3,500.00	250.00	7,450.00	7,450.00	-3,950.00
<a href="#">410-00-343351</a>	TURN-ON & CUT-OFF FEES	6,000.00	6,000.00	690.00	5,760.00	5,760.00	240.00
<a href="#">410-00-343510</a>	SEWER UTIL REV - OPER INCOME	1,806,000.00	1,806,000.00	165,822.95	1,611,397.32	1,611,397.32	194,602.68
<a href="#">410-00-343520</a>	SEWER UTILITY PENALTIES	20,000.00	20,000.00	1,640.88	16,625.88	16,625.88	3,374.12
<a href="#">410-00-343550</a>	SEWER UTIL REVENUE-TAP FEES	0.00	0.00	0.00	2,500.00	2,500.00	-2,500.00
<a href="#">410-00-343611</a>	IMPACT FEES WATER	0.00	0.00	500.00	900.00	900.00	-900.00
<a href="#">410-00-343612</a>	IMPACT FEES SEWER	0.00	0.00	500.00	900.00	900.00	-900.00
<a href="#">410-00-359000</a>	OTHER REVENUE & RETURN CHECKS	200.00	200.00	80.00	789.72	789.72	-589.72
<a href="#">410-00-361000</a>	INTEREST AND OTHER EARNINGS	100,000.00	100,000.00	22,059.37	222,547.57	222,547.57	-122,547.57
<a href="#">410-00-364400</a>	SALE OF EQUIPMENT	0.00	0.00	0.00	1,740.00	1,740.00	-1,740.00
<a href="#">410-00-369600</a>	LEASE/RENTAL ELEVATED TANK REV	199,000.00	199,000.00	17,228.78	195,005.15	195,005.15	3,994.85
<a href="#">410-00-369900</a>	MISCELLANEOUS REVENUE - OTHER	0.00	0.00	5,257.58	24,335.06	24,335.06	-24,335.06
<a href="#">410-00-384000</a>	REVENUE FROM OTHER SOURCES	918,564.00	918,564.00	0.00	0.00	0.00	918,564.00
<a href="#">410-00-389200</a>	GRANTS - FEDERAL	373,500.00	373,500.00	0.00	0.00	0.00	373,500.00
<a href="#">410-00-389300</a>	GRANTS AND DONATIONS - STATE	1,000,000.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00
<b>Department: 00 - UNDESIGNATED Total:</b>		<b>5,727,764.00</b>	<b>5,727,764.00</b>	<b>335,636.83</b>	<b>3,268,424.33</b>	<b>3,268,424.33</b>	<b>2,459,339.67</b>
<b>Revenue Total:</b>		<b>5,727,764.00</b>	<b>5,727,764.00</b>	<b>335,636.83</b>	<b>3,268,424.33</b>	<b>3,268,424.33</b>	<b>2,459,339.67</b>

**Budget vs Actuals**

**For Fiscal: 2024-2025 Period Ending: 08/31/2025**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
<b>Expense</b>							
<b>Activity: 51700 - DEBT SERVICE PAYMENT</b>							
<b>Department: 99 - NON DEPARTMENTAL</b>							
<a href="#">410-99-51700-7220</a>	SRF LOAN INTEREST	0.00	0.00	0.00	1,597.70	1,597.70	-1,597.70
<b>Department: 99 - NON DEPARTMENTAL Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,597.70</b>	<b>1,597.70</b>	<b>-1,597.70</b>
<b>Activity: 51700 - DEBT SERVICE PAYMENT Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,597.70</b>	<b>1,597.70</b>	<b>-1,597.70</b>
<b>Activity: 53300 - WATER</b>							
<b>Department: 50 - PUBLIC WORKS</b>							
<a href="#">410-50-53300-1210</a>	SALARIES	112,553.00	112,553.00	8,520.10	100,715.71	100,715.71	11,837.29
<a href="#">410-50-53300-2110</a>	SOCIAL SECURITY TAXES	6,978.00	6,978.00	527.92	6,283.56	6,283.56	694.44
<a href="#">410-50-53300-2210</a>	RETIREMENT	15,757.00	15,757.00	840.53	9,118.97	9,118.97	6,638.03
<a href="#">410-50-53300-2310</a>	EMPLOYEE INSURANCE	27,555.00	27,555.00	1,726.37	20,758.83	20,758.83	6,796.17
<a href="#">410-50-53300-2410</a>	WORKER'S COMPENSATION	145.00	145.00	0.00	81.76	81.76	63.24
<a href="#">410-50-53300-3000</a>	MEDICARE INSURANCE	1,632.00	1,632.00	123.47	1,469.71	1,469.71	162.29
<a href="#">410-50-53300-3100</a>	PROFESSIONAL SERVICES	148,543.00	148,543.00	2,910.81	104,593.84	197,179.18	-48,636.18
<a href="#">410-50-53300-3150</a>	ENGINEERING, CONSULTING SERVICES	15,000.00	15,000.00	0.00	6,374.36	6,374.36	8,625.64
<a href="#">410-50-53300-3210</a>	ACCOUNTING AND AUDITING	11,700.00	11,700.00	0.00	12,261.25	12,261.25	-561.25
<a href="#">410-50-53300-3405</a>	CONTRACT FOR SERVICES	850,000.00	850,000.00	61,433.21	805,837.00	805,837.00	44,163.00
<a href="#">410-50-53300-4010</a>	TRAVEL & PER DIEM	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
<a href="#">410-50-53300-4100</a>	POSTAGE & SHIPPING	5,500.00	5,500.00	428.14	4,084.20	4,084.20	1,415.80
<a href="#">410-50-53300-4110</a>	TELEPHONE & INTERNET	6,200.00	6,200.00	408.87	3,590.57	3,771.49	2,428.51
<a href="#">410-50-53300-4310</a>	ELECTRICITY	0.00	0.00	0.00	1.00	1.00	-1.00
<a href="#">410-50-53300-4521</a>	PROPERTY INSURANCE	35,250.00	35,250.00	0.00	32,684.00	32,684.00	2,566.00
<a href="#">410-50-53300-4613</a>	GROUNDS MAINTENANCE	20,000.00	20,000.00	0.00	7,500.00	7,500.00	12,500.00
<a href="#">410-50-53300-4617</a>	WATER SYSTEMS MAINTENANCE	80,600.00	80,600.00	0.00	31,653.51	34,153.51	46,446.49
<a href="#">410-50-53300-4644</a>	ELEVATED TANKS MAINTENANCE CO...	70,000.00	70,000.00	0.00	53,250.00	71,000.00	-1,000.00
<a href="#">410-50-53300-4650</a>	COMPUTER OPERATIONS AND MAINT...	24,130.00	24,130.00	2,000.00	4,911.41	4,911.41	19,218.59
<a href="#">410-50-53300-4710</a>	PRINTING & BINDING	3,500.00	3,500.00	144.97	2,768.14	2,768.14	731.86
<a href="#">410-50-53300-4905</a>	OPERATING PERMITS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
<a href="#">410-50-53300-4906</a>	OTHER CHARGES	1,500.00	1,500.00	98.19	2,128.05	2,195.68	-695.68
<a href="#">410-50-53300-4915</a>	CREDIT CARD PROCESSING FEES	23,000.00	23,000.00	1,448.70	20,065.52	20,065.52	2,934.48
<a href="#">410-50-53300-4930</a>	TRAINING	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
<a href="#">410-50-53300-5270</a>	MACHINERY & EQUIPMENT	50,000.00	50,000.00	0.00	41,695.46	41,695.46	8,304.54
<a href="#">410-50-53300-5290</a>	OPERATING SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00
<a href="#">410-50-53300-5410</a>	BOOKS, PUBS, SUBS & MEMBS	1,500.00	1,500.00	0.00	1,201.54	1,201.54	298.46
<a href="#">410-50-53300-6210</a>	BUILDINGS	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00
<a href="#">410-50-53300-6310</a>	INFRASTRUCTURE	1,041,150.00	1,041,150.00	0.00	289,961.34	297,744.60	743,405.40
<a href="#">410-50-53300-6410</a>	MACHINERY & EQUIPMENT	88,000.00	88,000.00	0.00	1,252.28	4,083.69	83,916.31
<b>Department: 50 - PUBLIC WORKS Total:</b>		<b>2,660,693.00</b>	<b>2,660,693.00</b>	<b>80,611.28</b>	<b>1,564,242.01</b>	<b>1,687,940.57</b>	<b>972,752.43</b>
<b>Activity: 53300 - WATER Total:</b>		<b>2,660,693.00</b>	<b>2,660,693.00</b>	<b>80,611.28</b>	<b>1,564,242.01</b>	<b>1,687,940.57</b>	<b>972,752.43</b>
<b>Activity: 53500 - SEWER</b>							
<b>Department: 50 - PUBLIC WORKS</b>							
<a href="#">410-50-53500-1210</a>	SALARIES	112,553.00	112,553.00	8,519.92	100,714.10	100,714.10	11,838.90
<a href="#">410-50-53500-2110</a>	SOCIAL SECURITY TAXES	6,978.00	6,978.00	527.74	6,282.53	6,282.53	695.47
<a href="#">410-50-53500-2210</a>	RETIREMENT	15,757.00	15,757.00	840.40	9,117.39	9,117.39	6,639.61
<a href="#">410-50-53500-2310</a>	EMPLOYEE INSURANCE	27,555.00	27,555.00	1,726.35	20,758.81	20,758.81	6,796.19
<a href="#">410-50-53500-2410</a>	WORKER'S COMPENSATION	145.00	145.00	0.00	81.76	81.76	63.24
<a href="#">410-50-53500-3000</a>	MEDICARE INSURANCE	1,632.00	1,632.00	123.43	1,469.04	1,469.04	162.96
<a href="#">410-50-53500-3100</a>	PROFESSIONAL SERVICES	0.00	0.00	0.00	558.25	558.25	-558.25
<a href="#">410-50-53500-3150</a>	ENGINEERING, CONSULT. SERVICES & ...	15,000.00	15,000.00	0.00	11,464.39	25,924.39	-10,924.39
<a href="#">410-50-53500-3210</a>	ACCOUNTING AND AUDITING	11,700.00	11,700.00	0.00	12,261.25	12,261.25	-561.25
<a href="#">410-50-53500-3405</a>	CONTRACT FOR SERVICES	850,000.00	850,000.00	61,433.21	805,837.07	805,837.07	44,162.93
<a href="#">410-50-53500-4010</a>	TRAVEL & PER DIEM	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
<a href="#">410-50-53500-4100</a>	POSTAGE & SHIPPING	5,500.00	5,500.00	428.14	3,943.13	3,943.13	1,556.87
<a href="#">410-50-53500-4110</a>	TELEPHONE & INTERNET	3,800.00	3,800.00	191.98	2,154.36	2,335.28	1,464.72
<a href="#">410-50-53500-4320</a>	WATER	37,000.00	37,000.00	5,623.47	34,229.75	34,229.75	2,770.25
<a href="#">410-50-53500-4400</a>	SPRAYFIELD RENTAL	14,215.00	14,215.00	0.00	21,205.45	21,205.45	-6,990.45
<a href="#">410-50-53500-4521</a>	PROPERTY INSURANCE	39,100.00	39,100.00	0.00	37,308.00	37,308.00	1,792.00

**Budget vs Actuals**

**For Fiscal: 2024-2025 Period Ending: 08/31/2025**

		<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>MTD Activity</b>	<b>YTD Activity</b>	<b>YTD Activity + Encumbrances</b>	<b>Budget Remaining</b>
<a href="#">410-50-53500-4611</a>	BUILDING R & M	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00
<a href="#">410-50-53500-4618</a>	SEWER SYSTEMS MAINTENANCE	87,500.00	87,500.00	2,582.53	111,021.35	135,031.20	-47,531.20
<a href="#">410-50-53500-4650</a>	COMPUTER OPERATIONS AND MAINT...	24,130.00	24,130.00	2,000.00	4,911.41	4,911.41	19,218.59
<a href="#">410-50-53500-4710</a>	PRINTING & BINDING	2,500.00	2,500.00	144.97	2,099.32	2,099.32	400.68
<a href="#">410-50-53500-4905</a>	WTP/STP OPERATING PERMITS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
<a href="#">410-50-53500-4906</a>	OTHER CHARGES	2,000.00	2,000.00	129.86	1,031.60	1,099.23	900.77
<a href="#">410-50-53500-4915</a>	CREDIT CARD PROCESSING FEES	23,000.00	23,000.00	1,448.68	17,313.46	17,313.46	5,686.54
<a href="#">410-50-53500-4930</a>	TRAINING	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
<a href="#">410-50-53500-4990</a>	Bad Debt Expense Sewer	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
<a href="#">410-50-53500-5290</a>	OPERATING SUPPLIES	500.00	500.00	0.00	295.00	295.00	205.00
<a href="#">410-50-53500-5410</a>	BOOKS, PUBS, SUBS & MEMBS	1,500.00	1,500.00	0.00	1,201.55	1,201.55	298.45
<a href="#">410-50-53500-6310</a>	INFRASTRUCTURE	1,284,789.00	1,284,789.00	0.00	74,994.05	168,474.33	1,116,314.67
<a href="#">410-50-53500-6410</a>	MACHINERY & EQUIPMENT	136,000.00	136,000.00	36,459.96	50,058.19	51,916.83	84,083.17
<b>Department: 50 - PUBLIC WORKS Total:</b>		<b>2,716,354.00</b>	<b>2,716,354.00</b>	<b>122,180.64</b>	<b>1,330,311.21</b>	<b>1,464,368.53</b>	<b>1,251,985.47</b>
<b>Activity: 53500 - SEWER Total:</b>		<b>2,716,354.00</b>	<b>2,716,354.00</b>	<b>122,180.64</b>	<b>1,330,311.21</b>	<b>1,464,368.53</b>	<b>1,251,985.47</b>
<b>Activity: 58100 - INTERFUND TRANSFER</b>							
<b>Department: 99 - NON DEPARTMENTAL</b>							
<a href="#">410-99-58100-7120</a>	SRF - LOAN PRINCIPAL	138,000.00	138,000.00	0.00	0.00	0.00	138,000.00
<a href="#">410-99-58100-7220</a>	SRF LOAN INTEREST	9,800.00	9,800.00	0.00	0.00	0.00	9,800.00
<a href="#">410-99-58100-9001</a>	INTERFUND TRANSFER	79,854.00	79,854.00	0.00	79,854.00	79,854.00	0.00
<b>Department: 99 - NON DEPARTMENTAL Total:</b>		<b>227,654.00</b>	<b>227,654.00</b>	<b>0.00</b>	<b>79,854.00</b>	<b>79,854.00</b>	<b>147,800.00</b>
<b>Activity: 58100 - INTERFUND TRANSFER Total:</b>		<b>227,654.00</b>	<b>227,654.00</b>	<b>0.00</b>	<b>79,854.00</b>	<b>79,854.00</b>	<b>147,800.00</b>
<b>Expense Total:</b>		<b>5,604,701.00</b>	<b>5,604,701.00</b>	<b>202,791.92</b>	<b>2,976,004.92</b>	<b>3,233,760.80</b>	<b>2,370,940.20</b>
<b>Fund: 410 - WATER/SEWER FUND Surplus (Deficit):</b>		<b>123,063.00</b>	<b>123,063.00</b>	<b>132,844.91</b>	<b>292,419.41</b>	<b>34,663.53</b>	<b>88,399.47</b>
<b>Report Surplus (Deficit):</b>		<b>-2,721,696.00</b>	<b>-2,827,486.42</b>	<b>625,681.23</b>	<b>-42,542.06</b>	<b>-942,275.21</b>	

**Budget vs Actuals**

For Fiscal: 2024-2025 Period Ending: 08/31/2025

**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	623,069.25	4,941,221.46	4,941,221.46	1,595,812.54
<b>Revenue Total:</b>	<b>6,537,034.00</b>	<b>6,537,034.00</b>	<b>623,069.25</b>	<b>4,941,221.46</b>	<b>4,941,221.46</b>	<b>1,595,812.54</b>

**Budget vs Actuals**

For Fiscal: 2024-2025 Period Ending: 08/31/2025

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
<b>Expense</b>						
<b>Activity: 51100 - LEGISLATIVE</b>						
11 - MAYOR AND CITY COUNCIL	67,247.00	67,247.00	9,168.70	46,086.38	48,031.21	19,215.79
<b>Activity: 51100 - LEGISLATIVE Total:</b>	<b>67,247.00</b>	<b>67,247.00</b>	<b>9,168.70</b>	<b>46,086.38</b>	<b>48,031.21</b>	<b>19,215.79</b>
<b>Activity: 51200 - EXECUTIVE</b>						
12 - CITY MANAGER	254,364.00	254,364.00	18,688.10	212,560.87	213,637.71	40,726.29
<b>Activity: 51200 - EXECUTIVE Total:</b>	<b>254,364.00</b>	<b>254,364.00</b>	<b>18,688.10</b>	<b>212,560.87</b>	<b>213,637.71</b>	<b>40,726.29</b>
<b>Activity: 51300 - FINANCE</b>						
13 - ADMINISTRATIVE SERVICES	134,534.00	134,534.00	7,269.32	109,229.34	109,229.34	25,304.66
<b>Activity: 51300 - FINANCE Total:</b>	<b>134,534.00</b>	<b>134,534.00</b>	<b>7,269.32</b>	<b>109,229.34</b>	<b>109,229.34</b>	<b>25,304.66</b>
<b>Activity: 51310 - HUMAN RESOURCES</b>						
13 - ADMINISTRATIVE SERVICES	83,080.00	83,080.00	6,243.20	56,204.82	56,204.82	26,875.18
<b>Activity: 51310 - HUMAN RESOURCES Total:</b>	<b>83,080.00</b>	<b>83,080.00</b>	<b>6,243.20</b>	<b>56,204.82</b>	<b>56,204.82</b>	<b>26,875.18</b>
<b>Activity: 51400 - LEGAL</b>						
14 - CITY ATTORNEY	65,000.00	65,000.00	3,387.00	44,259.49	44,259.49	20,740.51
<b>Activity: 51400 - LEGAL Total:</b>	<b>65,000.00</b>	<b>65,000.00</b>	<b>3,387.00</b>	<b>44,259.49</b>	<b>44,259.49</b>	<b>20,740.51</b>
<b>Activity: 51500 - PLANNING AND ZONING</b>						
30 - COMMUNITY DEVELOPMENT	241,557.00	241,557.00	10,543.82	171,040.20	202,230.61	39,326.39
<b>Activity: 51500 - PLANNING AND ZONING Total:</b>	<b>241,557.00</b>	<b>241,557.00</b>	<b>10,543.82</b>	<b>171,040.20</b>	<b>202,230.61</b>	<b>39,326.39</b>
<b>Activity: 51600 - NON-COURT INFORMATION SYSTEMS</b>						
16 - CITY CLERK	126,944.00	126,944.00	9,505.38	104,289.97	104,425.28	22,518.72
<b>Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:</b>	<b>126,944.00</b>	<b>126,944.00</b>	<b>9,505.38</b>	<b>104,289.97</b>	<b>104,425.28</b>	<b>22,518.72</b>
<b>Activity: 51610 - INFORMATION TECHNOLOGY</b>						
13 - ADMINISTRATIVE SERVICES	184,304.00	184,304.00	2,499.75	89,774.22	92,589.23	91,714.77
<b>Activity: 51610 - INFORMATION TECHNOLOGY Total:</b>	<b>184,304.00</b>	<b>184,304.00</b>	<b>2,499.75</b>	<b>89,774.22</b>	<b>92,589.23</b>	<b>91,714.77</b>
<b>Activity: 51900 - GENERAL GOVERNMENT</b>						
99 - NON DEPARTMENTAL	66,040.00	78,622.22	106.62	53,917.71	53,917.71	24,704.51
<b>Activity: 51900 - GENERAL GOVERNMENT Total:</b>	<b>66,040.00</b>	<b>78,622.22</b>	<b>106.62</b>	<b>53,917.71</b>	<b>53,917.71</b>	<b>24,704.51</b>
<b>Activity: 51910 - FACILITIES</b>						
50 - PUBLIC WORKS	1,058,044.00	1,056,544.00	19,754.94	347,480.10	813,976.27	242,567.73
<b>Activity: 51910 - FACILITIES Total:</b>	<b>1,058,044.00</b>	<b>1,056,544.00</b>	<b>19,754.94</b>	<b>347,480.10</b>	<b>813,976.27</b>	<b>242,567.73</b>
<b>Activity: 52100 - LAW ENFORCEMENT</b>						
20 - PUBLIC SAFETY	310,788.00	310,788.00	24,927.42	274,246.62	274,246.62	36,541.38
<b>Activity: 52100 - LAW ENFORCEMENT Total:</b>	<b>310,788.00</b>	<b>310,788.00</b>	<b>24,927.42</b>	<b>274,246.62</b>	<b>274,246.62</b>	<b>36,541.38</b>
<b>Activity: 52200 - FIRE</b>						
20 - PUBLIC SAFETY	1,147,687.00	1,147,885.00	0.00	860,963.10	860,963.10	286,921.90
<b>Activity: 52200 - FIRE Total:</b>	<b>1,147,687.00</b>	<b>1,147,885.00</b>	<b>0.00</b>	<b>860,963.10</b>	<b>860,963.10</b>	<b>286,921.90</b>
<b>Activity: 52400 - CODE COMPLIANCE</b>						
30 - COMMUNITY DEVELOPMENT	90,817.00	90,817.00	5,885.18	73,664.37	73,664.37	17,152.63
<b>Activity: 52400 - CODE COMPLIANCE Total:</b>	<b>90,817.00</b>	<b>90,817.00</b>	<b>5,885.18</b>	<b>73,664.37</b>	<b>73,664.37</b>	<b>17,152.63</b>
<b>Activity: 52410 - BUILDING</b>						
30 - COMMUNITY DEVELOPMENT	153,657.00	153,657.00	6,233.37	61,350.24	61,350.24	92,306.76
<b>Activity: 52410 - BUILDING Total:</b>	<b>153,657.00</b>	<b>153,657.00</b>	<b>6,233.37</b>	<b>61,350.24</b>	<b>61,350.24</b>	<b>92,306.76</b>
<b>Activity: 53800 - STORMWATER</b>						
50 - PUBLIC WORKS	1,286,749.00	782,183.05	14,102.56	655,624.98	752,857.78	29,325.27
<b>Activity: 53800 - STORMWATER Total:</b>	<b>1,286,749.00</b>	<b>782,183.05</b>	<b>14,102.56</b>	<b>655,624.98</b>	<b>752,857.78</b>	<b>29,325.27</b>
<b>Activity: 54100 - STREETS</b>						
41 - MAINTENANCE DEPARTMENT	0.00	0.00	0.00	241.87	241.87	-241.87
50 - PUBLIC WORKS	1,626,959.00	1,865,466.04	18,059.54	1,741,892.66	1,755,121.44	110,344.60
<b>Activity: 54100 - STREETS Total:</b>	<b>1,626,959.00</b>	<b>1,865,466.04</b>	<b>18,059.54</b>	<b>1,742,134.53</b>	<b>1,755,363.31</b>	<b>110,102.73</b>
<b>Activity: 56200 - ANIMAL CONTROL</b>						
30 - COMMUNITY DEVELOPMENT	5,000.00	5,000.00	0.00	4,735.00	4,735.00	265.00
<b>Activity: 56200 - ANIMAL CONTROL Total:</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>4,735.00</b>	<b>4,735.00</b>	<b>265.00</b>

**Budget vs Actuals**

**For Fiscal: 2024-2025 Period Ending: 08/31/2025**

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
<b>Activity: 57100 - LIBRARY</b>						
71 - LIBRARY	508,733.00	508,733.00	37,762.79	430,593.86	430,593.86	78,139.14
<b>Activity: 57100 - LIBRARY Total:</b>	<b>508,733.00</b>	<b>508,733.00</b>	<b>37,762.79</b>	<b>430,593.86</b>	<b>430,593.86</b>	<b>78,139.14</b>
<b>Activity: 57200 - PARKS</b>						
50 - PUBLIC WORKS	1,346,817.00	1,390,207.88	22,387.79	426,001.32	453,858.44	936,349.44
<b>Activity: 57200 - PARKS Total:</b>	<b>1,346,817.00</b>	<b>1,390,207.88</b>	<b>22,387.79</b>	<b>426,001.32</b>	<b>453,858.44</b>	<b>936,349.44</b>
<b>Activity: 58100 - INTERFUND TRANSFER</b>						
99 - NON DEPARTMENTAL	310,234.00	346,355.18	0.00	86,064.75	86,064.75	260,290.43
<b>Activity: 58100 - INTERFUND TRANSFER Total:</b>	<b>310,234.00</b>	<b>346,355.18</b>	<b>0.00</b>	<b>86,064.75</b>	<b>86,064.75</b>	<b>260,290.43</b>
<b>Expense Total:</b>	<b>9,068,555.00</b>	<b>8,893,288.37</b>	<b>216,525.48</b>	<b>5,850,221.87</b>	<b>6,492,199.14</b>	<b>2,401,089.23</b>
<b>Fund: 001 - GENERAL FUND Surplus (Deficit):</b>	<b>-2,531,521.00</b>	<b>-2,356,254.37</b>	<b>406,543.77</b>	<b>-909,000.41</b>	<b>-1,550,977.68</b>	<b>-805,276.69</b>

**Budget vs Actuals**

**For Fiscal: 2024-2025 Period Ending: 08/31/2025**

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
<b>Fund: 101 - DISCRETIONARY SALES SURTAX</b>						
<b>Revenue</b>						
00 - UNDESIGNATED	550,000.00	550,000.00	86,292.55	574,038.94	574,038.94	-24,038.94
<b>Revenue Total:</b>	<b>550,000.00</b>	<b>550,000.00</b>	<b>86,292.55</b>	<b>574,038.94</b>	<b>574,038.94</b>	<b>-24,038.94</b>

**Budget vs Actuals**

**For Fiscal: 2024-2025 Period Ending: 08/31/2025**

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
<b>Expense</b>						
<b>Activity: 58100 - INTERFUND TRANSFER</b>						
99 - NON DEPARTMENTAL	863,238.00	1,144,295.05	0.00	0.00	0.00	1,144,295.05
<b>Activity: 58100 - INTERFUND TRANSFER Total:</b>	<b>863,238.00</b>	<b>1,144,295.05</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,144,295.05</b>
<b>Expense Total:</b>	<b>863,238.00</b>	<b>1,144,295.05</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,144,295.05</b>
<b>Fund: 101 - DISCRETIONARY SALES SURTAX Surplus (Deficit):</b>	<b>-313,238.00</b>	<b>-594,295.05</b>	<b>86,292.55</b>	<b>574,038.94</b>	<b>574,038.94</b>	<b>-1,168,333.99</b>

**Budget vs Actuals**

**For Fiscal: 2024-2025 Period Ending: 08/31/2025**

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
<b>Fund: 410 - WATER/SEWER FUND</b>						
<b>Revenue</b>						
00 - UNDESIGNATED	5,727,764.00	5,727,764.00	335,636.83	3,268,424.33	3,268,424.33	2,459,339.67
<b>Revenue Total:</b>	<b>5,727,764.00</b>	<b>5,727,764.00</b>	<b>335,636.83</b>	<b>3,268,424.33</b>	<b>3,268,424.33</b>	<b>2,459,339.67</b>

**Budget vs Actuals**

For Fiscal: 2024-2025 Period Ending: 08/31/2025

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
<b>Expense</b>						
<b>Activity: 51700 - DEBT SERVICE PAYMENT</b>						
99 - NON DEPARTMENTAL	0.00	0.00	0.00	1,597.70	1,597.70	-1,597.70
<b>Activity: 51700 - DEBT SERVICE PAYMENT Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,597.70</b>	<b>1,597.70</b>	<b>-1,597.70</b>
<b>Activity: 53300 - WATER</b>						
50 - PUBLIC WORKS	2,660,693.00	2,660,693.00	80,611.28	1,564,242.01	1,687,940.57	972,752.43
<b>Activity: 53300 - WATER Total:</b>	<b>2,660,693.00</b>	<b>2,660,693.00</b>	<b>80,611.28</b>	<b>1,564,242.01</b>	<b>1,687,940.57</b>	<b>972,752.43</b>
<b>Activity: 53500 - SEWER</b>						
50 - PUBLIC WORKS	2,716,354.00	2,716,354.00	122,180.64	1,330,311.21	1,464,368.53	1,251,985.47
<b>Activity: 53500 - SEWER Total:</b>	<b>2,716,354.00</b>	<b>2,716,354.00</b>	<b>122,180.64</b>	<b>1,330,311.21</b>	<b>1,464,368.53</b>	<b>1,251,985.47</b>
<b>Activity: 58100 - INTERFUND TRANSFER</b>						
99 - NON DEPARTMENTAL	227,654.00	227,654.00	0.00	79,854.00	79,854.00	147,800.00
<b>Activity: 58100 - INTERFUND TRANSFER Total:</b>	<b>227,654.00</b>	<b>227,654.00</b>	<b>0.00</b>	<b>79,854.00</b>	<b>79,854.00</b>	<b>147,800.00</b>
<b>Expense Total:</b>	<b>5,604,701.00</b>	<b>5,604,701.00</b>	<b>202,791.92</b>	<b>2,976,004.92</b>	<b>3,233,760.80</b>	<b>2,370,940.20</b>
<b>Fund: 410 - WATER/SEWER FUND Surplus (Deficit):</b>	<b>123,063.00</b>	<b>123,063.00</b>	<b>132,844.91</b>	<b>292,419.41</b>	<b>34,663.53</b>	<b>88,399.47</b>
<b>Total Surplus (Deficit):</b>	<b>-2,721,696.00</b>	<b>-2,827,486.42</b>	<b>625,681.23</b>	<b>-42,542.06</b>	<b>-942,275.21</b>	

**Fund Summary**

<b>Fund</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>MTD Activity</b>	<b>YTD Activity</b>	<b>YTD Activity + Encumbrances</b>	<b>Budget Remaining</b>
001 - GENERAL FUND	-2,531,521.00	-2,356,254.37	406,543.77	-909,000.41	-1,550,977.68	-805,276.69
101 - DISCRETIONARY SALES ...	-313,238.00	-594,295.05	86,292.55	574,038.94	574,038.94	-1,168,333.99
410 - WATER/SEWER FUND	123,063.00	123,063.00	132,844.91	292,419.41	34,663.53	88,399.47
<b>Total Surplus (Deficit):</b>	<b>-2,721,696.00</b>	<b>-2,827,486.42</b>	<b>625,681.23</b>	<b>-42,542.06</b>	<b>-942,275.21</b>	



**City of Mary Esther**  
**Cash and Investment Balances**  
**as of August 31, 2025**

BMS Account	GENERAL FUND BANK	Summary of Investments 8/31/2025	Fund	INTEREST RATE	Purpose of Acct.
101251	FNBT BANK	\$152,660.00	410	0.00%	Cust. Utility Deposits Acct.
104300	GEN FUND FLORIDA PRIME	\$2,451,986.82	1	4.44%	GF Savings/Investment
104400	W/S FUND FLORIDA PRIME	\$355,017.36	410	4.44%	W/S Savings/Investment
101001	FNBT BANK	\$11,873,702.66	1 & 410	4.30%	Operating Acct.
101210	FNBT BANK	\$0.00	1	0.00%	Payroll Account
101001	FNBT BANK	\$6,006.53	1	0.00%	HRA Account
101001	FNBT BANK	\$1,700,425.88	1 & 410	4.30%	Money Market Account
104301	FLCLASS	\$551,042.98	1	4.35%	GF Investment
104302	AMERIS BANK	\$6,561.16	1	0.00%	GF Investment
		<b>\$17,097,403.39</b>			
<b>FY24-25 ESTIMATED BEGINNING GENERAL FUND UNRESTRICTED CASH</b>		\$5,310,790			
	FY2025 Budget deficit	(\$2,531,521)			
	Budget Resolution 25-06	(\$105,790)			
	Budget Resolution 25-13	\$281,057.05			
<b>ESTIMATED GENERAL FUND TOTAL UNRESTRICTED CASH</b>		<b>\$2,954,536</b>			
<b>FY24-25 ESTIMATED BEGINNING W/S FUND UNRESTRICTED CASH</b>		\$5,041,904			
	FY2025 Budget surplus	\$123,063			
<b>ESTIMATED W/S FUND TOTAL UNRESTRICTED CASH</b>		<b>\$5,164,967</b>			
<b>FY 24-25 BEGINNING DISCRETIONARY SALES SURTAX REVENUE FUND</b>		\$1,878,067			
	FY2025 Budget deficit	(\$313,238)			
	Budget Resolution 25-13	(\$281,057.05)			
<b>DISCRETIONARY SALES SURTAX FUND BALANCE</b>		<b>\$1,283,772</b>			
<b>GRAND TOTAL ALL FUNDS:</b>		<b>\$9,403,275</b>			
<b>RESTRICTED REVENUES:</b>					
<b>IMPACT FEE REVENUE AVAILABLE FOR RELATED EXPENSES</b>					
	Fire Protection	\$674			
	Law Enforcement	\$39,314			
	Stormwater	\$41,765			
	Transportation	\$69,988			
	Parks & Recreation	\$36,900			
	Water & Sewer	\$9,994			
	<b>TOTAL</b>	<b>\$198,635</b>			
<b>OTHER RESTRICTED REVENUE</b>					
	Committed to natural disaster relief	\$1,813,711			
	<b>TOTAL</b>	<b>\$1,813,711</b>			
	<b>TOTAL RESTRICTED REVENUES</b>	<b>\$2,012,346</b>			

## **Public Works Report September 2025**

### **Streets and Stormwater Division:**

- Cleaned and cleared Shrewsbury Ditch
- Cleaned stopped up Catch Basin on Shrewsbury Rd
- Installed new Jon Street Sign and cleaned up fence line.
- Fixed sink holes on Gregory, Joanna Ct, and Marcia
- Sprayed curbs and gutters throughout the city
- Stump Grinding on Town Lane, Oleander, Elliot Park, Misty Water Ln, S. Bryn Mawr, and Oak Tree Nature Park
- Mowed right of ways at North Street, Rays Pond, Oleander, Christobal, Brian Cirlce, Roserita, Town Lane, Doolittle weed eating only (county Mowed)
- Asphalt patches on Joanna Ct and Brian Circle.
- Mowed Andalusia Pond
- Swept all routes.
- Herbicides applied to Shrewsbury, Doolittle, Shop Yard, Mary Esther Blvd, and New City Hall.
- Crack Sealed on Scottdale, Scottdale Court, and Winfield Way.
- Weed eater Elliot Park Ditch
- Performed repairs on Crack Sealer, sent off infrared machine for repairs, replaced seal on sweeper, dump truck was sent to county to repair shocks, fixed edger, and a weed eater.
- Installed new stop signs at Argyle and Avon

### **Parks and Facilities Division**

- Mowed all Parks and Facilities
- Repaired irrigation at S. Bryn Mawr, City Hall, Library Field, and new city hall and community garden.
- Removed tree at Oak Tree Park, helped in Garden move new bed frames.
- Painted shelter at S. Bryn Mawr and swings.
- Installed rubber mats under swings at N. Bryn Mawr
- Replaced grate on 5–12-year-old structure at N. Bryn Mawr.
- Removed additional rubber at Azalea to be stored for later use in fall protection.
- Remove construction materials and trash at Azalea.

- Installed 160 lbs. of pre-emergent and winter fertilizer 0-0-4 on library field.
- Trained newer staff in filter replacement in all buildings.
- Replaced dumpster gate at library.
- Removed dead or dying plants at new city hall and installed mulch and sprayed weeds.

## **Director**

- Conducted walk through inspection with engineer at Rays Pond
- Met with Engineer on Oak Tree Nature Park Bridges and Cemetery Design
- Met with Landscape Architect a few times on Azalea Park to talk about fire pit placement and design, Rubber Trail Bid, and stain colors and tree removal.
- Developed Stormwater Inspection list and maps and order small sewer camera to assist.
- Spoke with Lt. Day at State Corrections about inmate program.
- Met with County on paving Page Bacon and Right of way work on Hollywood and Doolittle hoping to coordinate more in the future and finding way of helping each other.
- Met with Landscape Architect on plans for Mary Esther BLVD.
- I got training on new GPS system and Diamond Map integration and was able to begin mapping stormwater and features in Azalea Park.
- Developing Public Works Key Program Indicators and working on check list for Streets and Stormwater as part of a Public Works Operations Manual.
- Attended seminar on funding for Parks.
- Conducted interviews for the Parks Superintendent vacancy.
- Worked on Employee Evaluations.
- Worked on easements for Azalea and Caswell Circle.
- Worked on issues related to Sewer Availability on W. Miracle Strip
- Conducted several walkthrough inspections of parks and drainage.
- Continue to work on Department Checklist and improved communications.
- Working on annual quotes for HVAC Services, Fleet Services, and Some Tree Removals.
- Working with FPL on Ballfield Lights Program.

## Mary Esther Public Library Report for Council

### August 2025

<b>Month-Year</b>	<b>Total Circulation</b>	<b>Library Visits</b>	<b>Registered Users</b>	<b>PC Use</b>	<b>Wifi logins</b>
<u>Nov-24</u>	<u>3712</u>	<u>1711</u>	<u>2668</u>	<u>219</u>	<u>115</u>
<u>Dec 24</u>	<u>3091</u>	<u>1820</u>	<u>2670</u>	<u>115</u>	<u>83</u>
<u>Jan 25</u>	<u>4159</u>	<u>1846</u>	<u>2682</u>	<u>217</u>	<u>121</u>
<u>Feb 25</u>	<u>3850</u>	<u>2085</u>	<u>2692</u>	<u>306</u>	<u>139</u>
<u>Mar 25</u>	<u>4771</u>	<u>2448</u>	<u>2693</u>	<u>284</u>	<u>153</u>
<u>April</u>	<u>4280</u>	<u>2310</u>	<u>2721</u>	<u>250</u>	<u>184</u>
<u>May</u>	<u>4673</u>	<u>2331</u>	<u>2706</u>	<u>266</u>	<u>177</u>
<u>June</u>	<u>4903</u>	<u>2863</u>	<u>2711</u>	<u>267</u>	<u>154</u>
<u>July</u>	<u>4956</u>	<u>2845</u>	<u>2745</u>	<u>333</u>	<u>246</u>
<u>August</u>	<u>4762</u>	<u>2436</u>	<u>2744</u>	<u>276</u>	<u>267</u>

**Back to School in August brought in a fine crowd at the library.**

#### **Programming Snapshot:**

Baby Storytime: 97 Preschool Storytime: 64 Lego Club: 15 Youth Village (Outreach): 58 Movie Matinee: 16 LoveCrafts- 11 adults	Shorebird Scavenger Hunt: 45 It's A Mystery = 11 Adult Coloring = 4 All About Books = 8 Show and Tell Book Club: 8 Afterschool Open House: 16
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STEAM Kids- 7 Puzzles and Puzzle Exchange: 25	Tech Help Workshop & 1-on-1s: 25
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## Summer Reading Wrap-up

Our staff spent many hours in August with meetings, contacting patrons for prizes, and reporting numbers to the state, county, and city for such a great summer. We also met to discuss what worked and what could be improved.

## Refreshing and Refreshed!

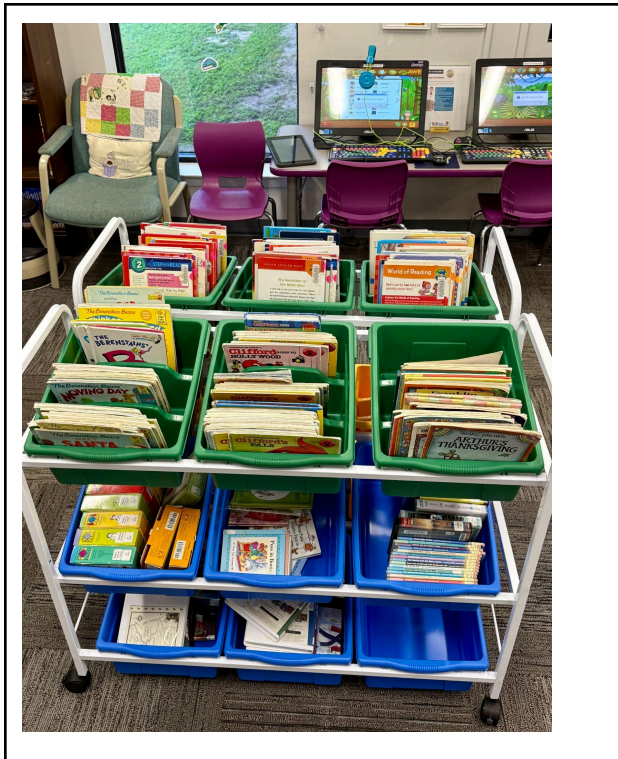
It has been our goal for months to refresh the space and breathe new life into it. We have 6,000 of the best square feet in the Panhandle and the state of Florida, but we have to make room for new growth and new ways of meeting our patrons' needs.

We don't want to call it a renovation but rather a *refreshing*. Our Friends of the Library have helped us purchase furniture and items this month.

What we have done is conduct an environmental scan of our space and how patrons use it. One issue which arises weekly is the request for quiet spaces for tutoring, study, professional development, and small meetings. We addressed the need for more quiet seating space as much as possible. We have removed hundreds of out-of-date items, as well as duplicates and damaged materials, which made room for additional seating.

We continue to make similar changes to enhance the space and give residents and patrons what they requested.

Here are a few Before and After photos:



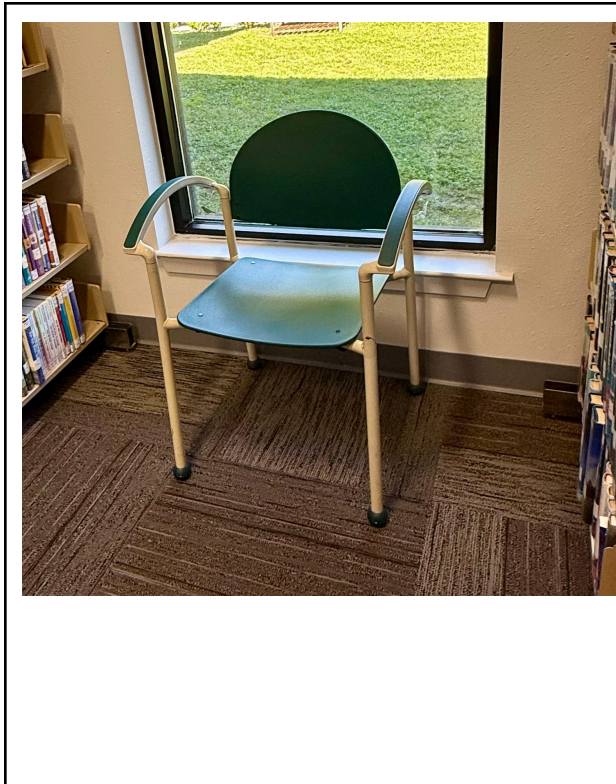
This new, wonderful, flexible furniture and equipment in the Youth Department has made a HUGE difference. It feels cleaner, more expansive and offers us additional space for programming. Plus, the new furniture is kid-friendly. We're less worried about sharp edges. And we can move it as needed.

The new pieces have small boxes or cubbies for kids' books. Here are the items shelved:

- The leveled readers
- The Clifford/Berenstain Bears/Arthur/Franklin series.
- What's left of the children's audiobooks.
- Bob Books.
- The teeny tiny, random books.
- Disney Read-Alongs

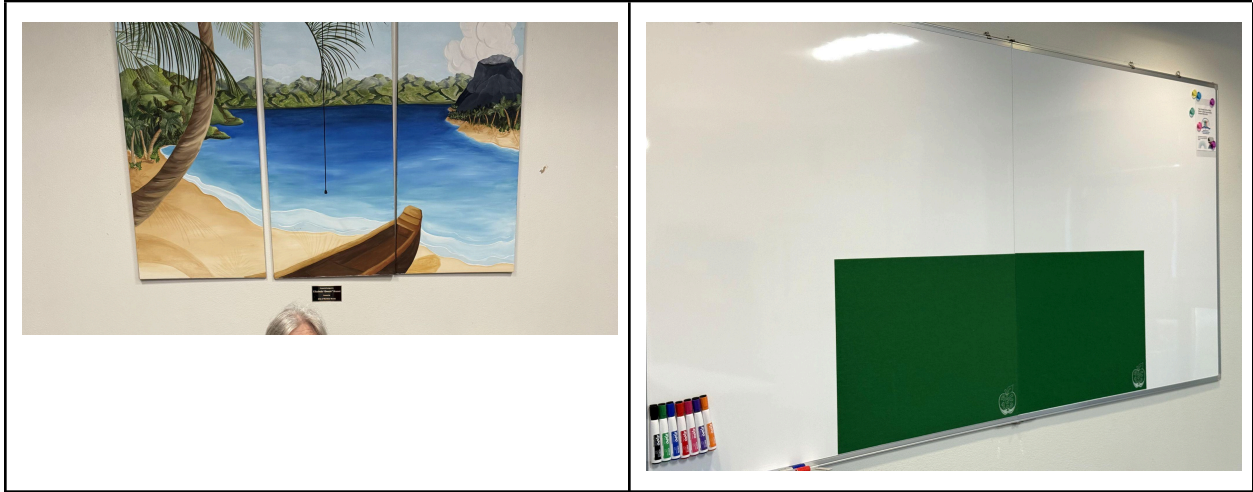
**We also addressed the seating areas in between the shelves, hoping to give patrons a quiet place to work on their laptops or tablets. We removed the old green chairs and the Friends helped us purchase a table and chair set. We also ordered charging and power stations.**

**Below are some before and after pictures.**



## A New White Board in the Meeting Room!

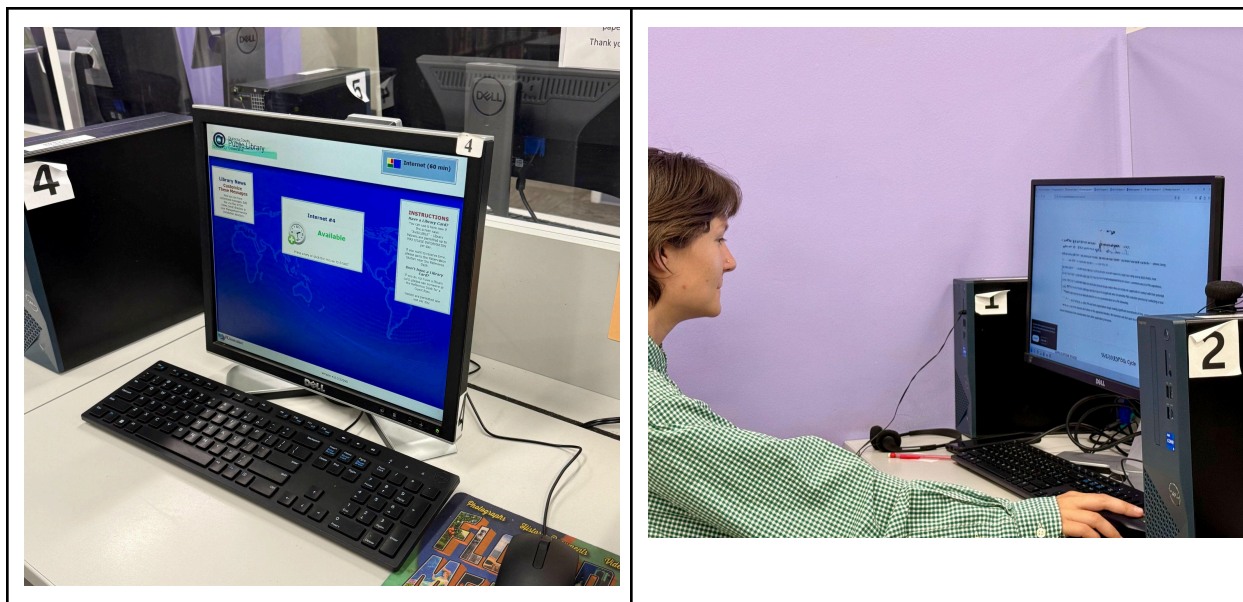
The Meeting Room in the library functions oftentimes as a classroom. Every month, we make presentations to residents and many times, we have invited guest speakers and facilitators to conduct programming. We needed a way to write on a board and use the front of the room as a presentation space.



**It looks fantastic and makes the room work better for library programming.**

## New to MYE Computer Monitors!

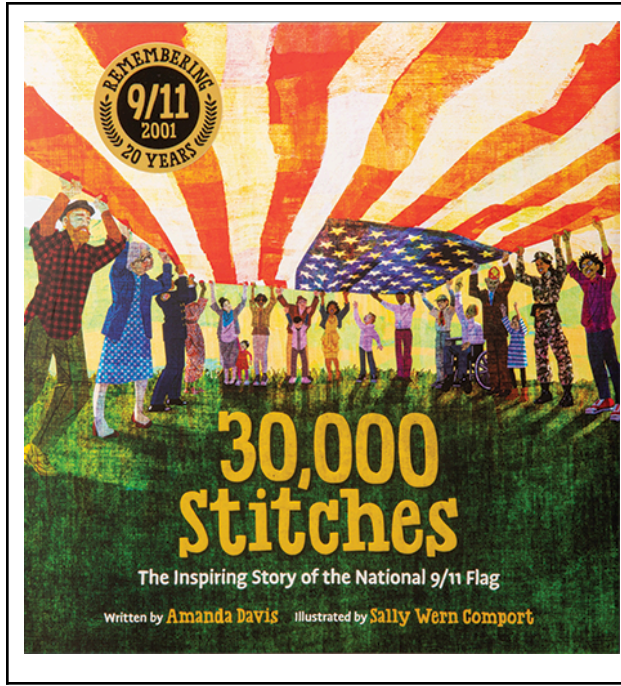
Our Friends at County IT have reappropriated some excellent monitors and stands for our computer lab. Since November 2024, patrons and residents have logged into our public computers 2,533 times! And now, library visitors can use the computers on wider screens. The County gave us six 24" and two 20" monitors. They have made a world of difference.



## A Special Book Donation Commemorating 9/11

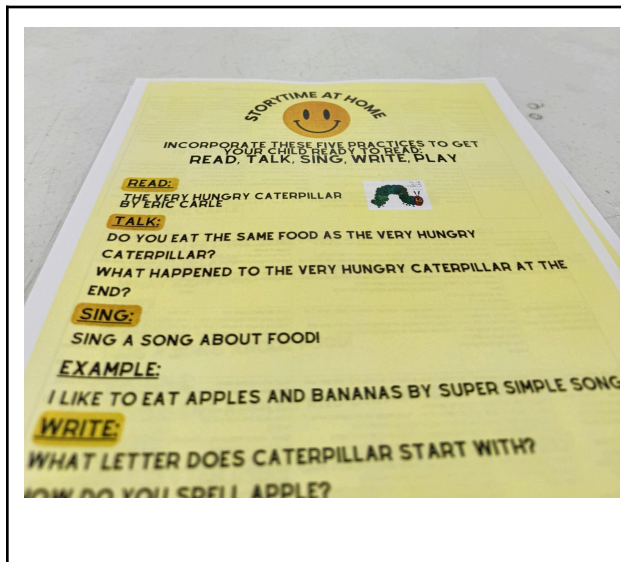
Members of DAR Okaloosa County stopped by and donated the book, *30,000 Stitches: The Inspiring Story of the National 9/11 Flag*.

It is a heartwarming story of the American flag that flew over Ground Zero, traveled across all fifty states as it was repaired, and returned to New York as a restored symbol of unity.



### Afterschool Open House

At the end of August, we hosted a back-to-school Open House to showcase library resources for our students and parents. We have homeschool, public, and private school students who use our library regularly, so we created the special event to showcase our variety of educational resources.





We showed parents and kids about the assistive readers (books that speak while students turn the pages). We also demonstrated the databases for homework help, language help, and workshops and programs on literacy and reading skills. It was an excellent event to promote wonderful library resources.

August was a great month, and everyone is gearing up for an excellent Autumn of service and programming!

### **OCPLC Governing Board**

The Governing Board will meet again in Niceville Library's Conference Room on October 27, 2025. Cmr. Bernie Oder is Mary Esther's Governing Board Representative and the Vice Chair of the Board. Cmr. Richard Lawson is the alternate. We thank them for their support!



# Ocean City-Wright Fire Control District

---

September 19, 2025

TO: Honorable Mayor and Council Members, City of Mary Esther  
RE: Monthly Report, Fire Department, August 15<sup>th</sup> – September 19<sup>th</sup>, 2025

Honorable Mayor and City Council Members,

Please find below the latest update on the activities and strategic initiatives of the Ocean City Wright Fire Control District. As always, we appreciate your continued support in our mission to serve and protect our community with professionalism, preparedness, and care.

## 1. Upcoming ISO Assessment

- We are currently preparing for our next Insurance Services Office (ISO) assessment, scheduled for September 23, 2025. Our last assessment took place in 2018.
- We are confident that we will maintain our current ISO Class 3 rating and are hopeful that our continued efforts in training, operations, and prevention will result in an improved classification.
- Please note that ISO typically takes several months after the visit to finalize and issue the updated rating.

## 2. Emerging Threats: Lithium-Ion Battery Fires

- One of the most significant emerging hazards facing the fire service today is the rise in lithium-ion battery fires, especially in electric vehicles (EVs).
- During the week of September 15, all members of our organization completed Electric Vehicle Hazard Training, focusing on recognition, tactical response, and mitigation strategies.
- We are committed to continuing our education on this issue and will remain proactive in our planning and readiness to respond effectively to these complex incidents.

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

### **3. Command-Level Training Focus**

- Deputy Chief Blake Good, our Department Training Officer, has focused much of this month's training efforts on incident command development for our chief officers.
- While our Battalion Chiefs serve as the primary incident commanders for their respective shifts, Deputy Chiefs and I often respond, on and off normal business hours, to assist on high-acuity calls, such as working structure fires.
- These recent trainings were designed to clarify roles and responsibilities within the command structure and have been both productive and engaging for our leadership team.

### **4. Final Budget Adoption for FY 2025–2027**

- The Board of Fire Commissioners held our final budget hearing on September 18, 2025, officially adopting the budget for the upcoming fiscal year.
- We are excited about the strategic goals and funding priorities established in this cycle and are confident that our team will execute these objectives efficiently and effectively.

### **5. Fire Prevention Week Outreach**

- Our Prevention Division is actively preparing for Fire Prevention Week, which takes place throughout the month of October.
- This is our most concentrated season for public outreach and education, and our team will be visiting nearly every school and daycare in both the fire district and the City of Mary Esther.
- If you have any special outreach requests for your constituents or local groups, please don't hesitate to reach out, we are happy to accommodate whenever possible.

### **6. Organizational Engagement & Alignment**

- Over the past month, I have met individually with every member of our department to discuss the results of our recent Employee Engagement Survey.
- These meetings have been incredibly valuable in building trust, fostering open communication, and identifying clear paths for improvement.
- One key outcome is a renewed emphasis on organizational alignment, which we will strengthen through more regular internal communication and a clear connection between department goals and individual responsibilities.

**7. Operations & Prevention Activity**

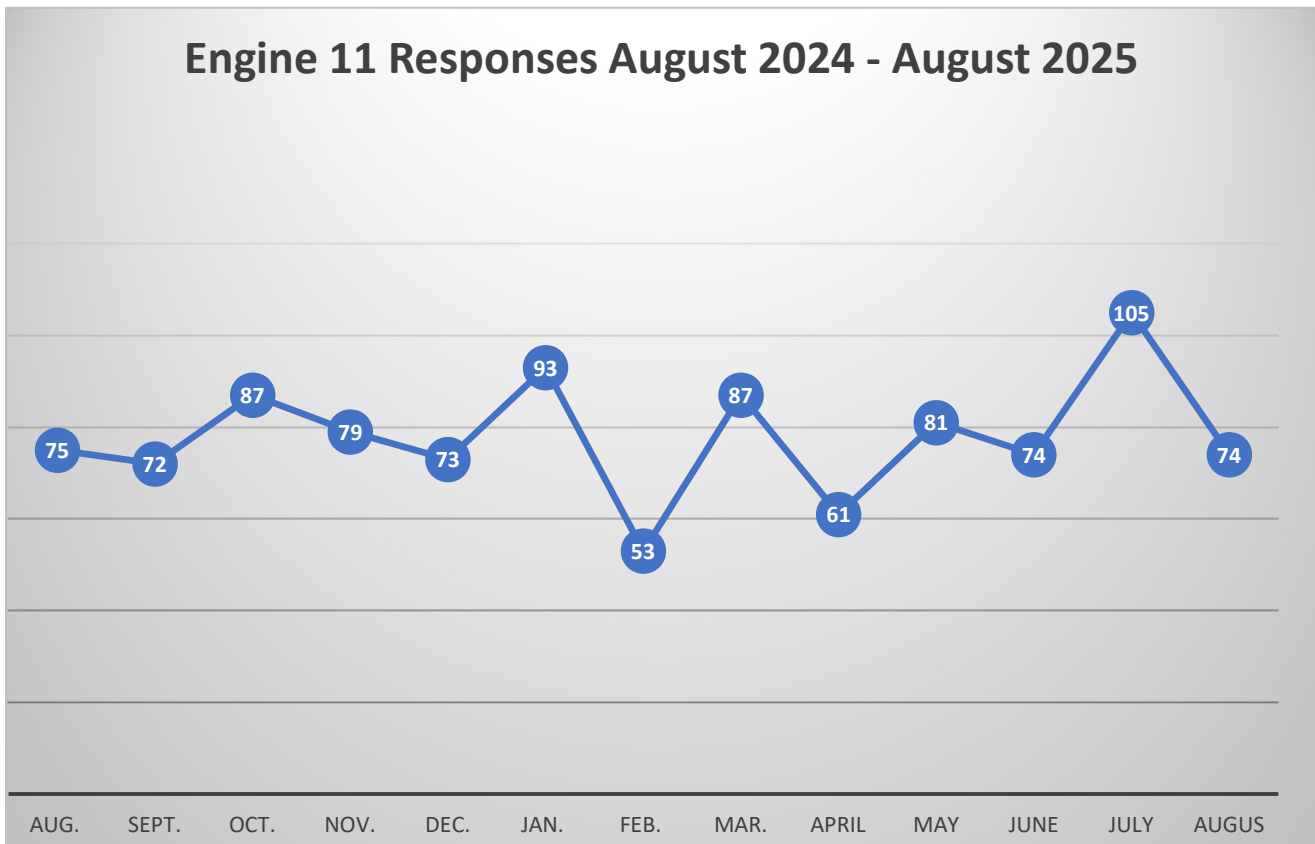
- Engine 11 responded to 74 calls for service during the past month, continuing to deliver prompt and professional emergency response to the citizens of Mary Esther.
- The Fire Prevention Division conducted the following inspections and development reviews:
  - 1. 5 Annual Inspections
  - 2. 6 Re-Inspections
  - 3. 1 Pre-Opening Inspection
- Additionally, our team reviewed development and construction plans for:
  - 1. Seven Brew
  - 2. Santa Rosa Mall Demolition
  - 3. Patriot Technologies

Thank you for your continued partnership and engagement. We remain committed to transparency, operational excellence, and a service-first mindset. Please let me know if you have any questions or would like more information on any of the topics above.

Respectfully,

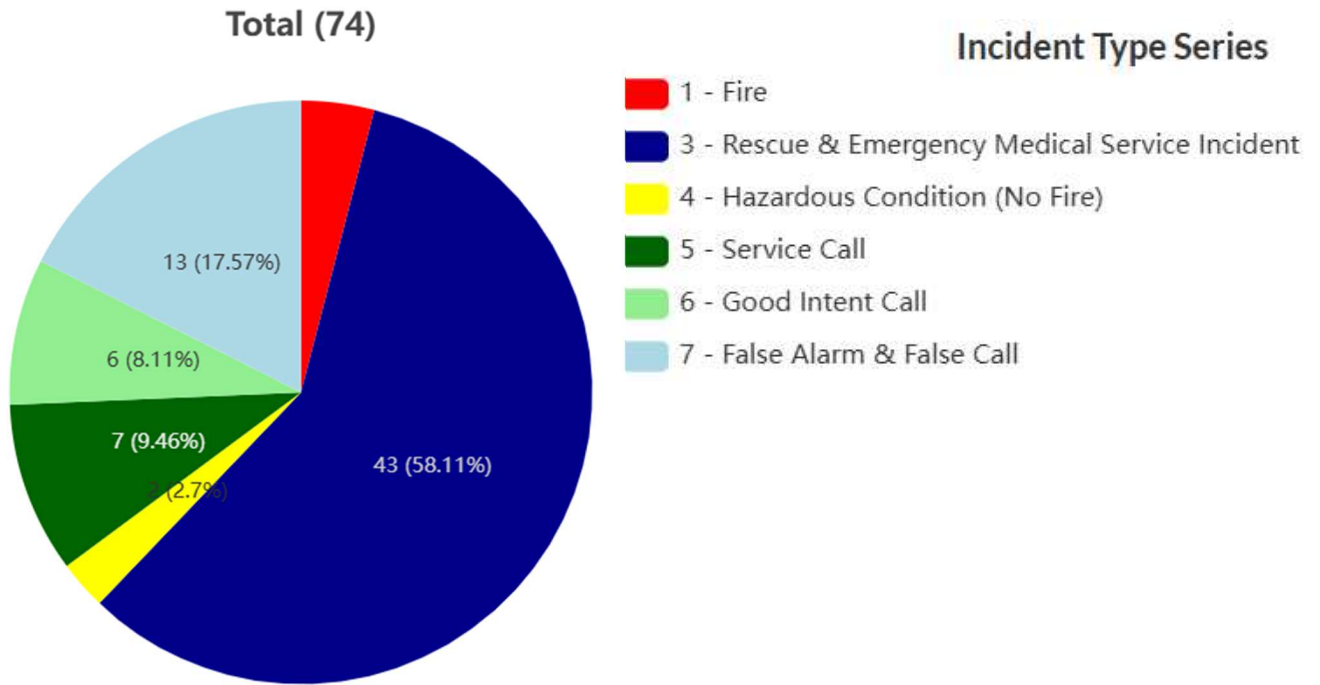


Jeff Wagner, Fire Chief



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(850)862-1185 (850)862-6224 FAX

# August 2025



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

**COMMUNITY DEVELOPMENT DEPARTMENT  
Monthly Activity Report**

**Reporting Period  
August 14, 2025 – September 19, 2025**

**Code Enforcement**

Activities			
Opened Cases	8	Inspection	9
Agency Assist	2	Consultations	8
Verbal Warning	2	Advisements On Codes to Citizens	7
Notice of violations	7	Courtesy Notice	1
Citation	2	Closed Cases	8

**Permitting**

Permit Type	
Accessory Structure	3
Addition	1
Driveway	1
New residential structure	1
Demolition	1
Tent sale (Itinerant Merchant)	1
Parking lot resurfacing	1
Inspections	2

# City of Mary Esther

## August 2025 Monthly Report

Prepared By: Josh Robinson Project Manager



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# Executive Summary

## Jacobs O&M Team

Our staff consists of 8 full-time operations and maintenance technicians.

The staff maintains the Florida Department of Environmental Protection operator certification requirements for Water, Wastewater, Distribution, and Backflow Prevention.

Wastewater Licenses – 4

Water Licenses – 5

Backflow Certifications – 5

**Table 1.0 Personal and Certification**

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

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

# Executive Summary Continued

## Jacobs' O&M Team



**Joshua Robinson**  
Project Manager



**Erica Coggeshall**  
Project Administrator



**Michael Bennett**  
Water/Wastewater Operator



**Paul Price**  
Lead Wastewater Operator



**Michael Gaines**  
Operations Supervisor



**Jeremy Bankston**  
Water Operator



**Maxwell Boone**  
Distribution Systems Operator



**Derick Smith**  
Utility Worker

# Executive Summary Continued

## Non-Scheduled Work Overview

During the month of August one SSO occurred at Christobal Rd – FDEP INCIDENT ID: 30473

- Estimated 150 Gal
- Utilized high pressure Jetter to restore normal flows
- SSO resolved within 40 minutes
- All documentation submitted to FDEP to maintain compliance .

### Water System Repairs

A total of **SEVEN** unscheduled repairs were made to the water distribution system this month including Water mains and Water Service Lines.

No PBWN's required.

# Executive Summary Continued

## Capital Improvement Projects (CIP)

Only one item remains on the CIP list for this current Fiscal Year.

Table 1.1 Capital City Project (CIP) Status Report

Approved Capital Improvement Projects (CIP)	Status
Fence repairs for WTP 1	Quotes Received & Submitted for Approval

# Executive Summary Continued

## Safety

The team conducts weekly site-specific safety inspections and conducts weekly safety meetings. This month marks our new safety record 399 accident-free days.

## Monthly Safety Training Topics

- Personal Health & Supplements
- Situational Awareness
- Tick Safety

# Operations

## Water Production & Distribution

Monthly Operations Report Submission Date: September 10, 2025

Table 2.0 Monthly Water Production Summary

Water Treatment Plant	MG (Millions Gallons)
WTP 1	1,391,000 MG
WTP 3	5,800,000 MG
WTP 4	6,531,000 MG
Overall Average Daily Production	442,645.2 MG
Total Monthly Production	13,722,000 MG

# Operations Continued

## Meter Reading

### August 2025

- Total Meter Connections = 2,111
- RereadsAverage= 26
- Meter Reading Accuracy= 98.8

**Table 2.1 Meter Reading Monthly Summary**

Month	Total Meters #	Meter Rereads #	Meter Reading Accuracy
August 2025	2,111	26	98.8
July 2025	2,111	45	97.9
June 2025	2,111	27	98.7
May 2025	2,111	28	98.7
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
<b>Average</b>	<b>2,111</b>	<b>26</b>	<b>98.8</b>

# Operations Continued

## Customer Service Work Orders & After-Hours Callouts

### August 2025

- Total Number of Completed Requests **227**
  - See table 2.2 for City Work Order breakdown by category.
  
- After-Hours Callout(s): **3**
  - Lift Station 2 / High Level Alarm
  - 331 Angela / Turn on Water Service
  - 148 Brewer / Turn on Water Service

# Operations Continued

## Customer Service Work Order Requests

August 2025

**Table 2.2 Customer Service Work Order Requests Summary**

Job Code	Completed	Job Code	Completed
CALL OUT-CALL OUT	3	REPL MET BOXREPLACE METER BOX	1
CONNECT CONNECT	3	RR & LG REREAD METER & LEAK CHECK	4
CUST INQ- CUSTOMER CONCERN/INQUIRY	9	RR-MISC- REREAD MISC	26
DISCOFB- DISCONNECTFINAL BILL	5	SW BU- SEWER BACKUP	3
DOOR HANG DOOR HANGER	7	SW LN REP SEWER LINE REPAIR	1
EMERG SHUT EMERGENCY SHUTOFF	1	TEMP SHUT REPTEMPORARY SHUOFF FOR REPAIRS	3
LK CK- LEAK CHECK	16	TURN ON/REPAIRS TURN ON FROM TEMP SHUT OFF	1
MISC- MISCELLANEOUS	5	WA CONS TESTWATER CONSUMPTION TEST	3
MS- METER SWAP	4	WA LLKCITY- WATER LINE LEAKCITY SIDE	7
OCC- OCCUPANT CHANGE	16	WA/SW SPOT- WATER/SEWER LINE SPOT	66
REINSTATE REINSTATE	41		
REPL CURBREPLACE CURBSTOP	2		
		<b>Grand Totals</b>	<b>227</b>

# Operations Continued

## Wastewater and Collections Treatment

- During the month, all lift stations were inspected, cleaned, and if required residual grease was removed.
- EzDMR Report Sent on: September 10, 2025

Table 2.3 Reuse Water Monthly Summary

Month	Rainfall MGD	Flow Total MGD	CBOD mg/L	COD Removal %	TSS mg/L	TSS Removal %
August 2025	4.1	.386	4.3	99	4.3	98

# Operations Continued

## Biosolids Management

- During the month, drying beds 1-3 were used for dewatering the aerobically digested sludge.
  - A total of 4.3 Dry Tons removed / disposed.

**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
August 2025	22,945	36.4	1.74	24,710	36.4	1.87	8,825	18.1	.67	4.3

# Operations Continued

## Sprayfield Operations

Throughout the month, Jacobs Regional Maintenance Staff has assisted in Maintenance actions related to the Mary Esther Sprayfield - Effluent Disposal Site.

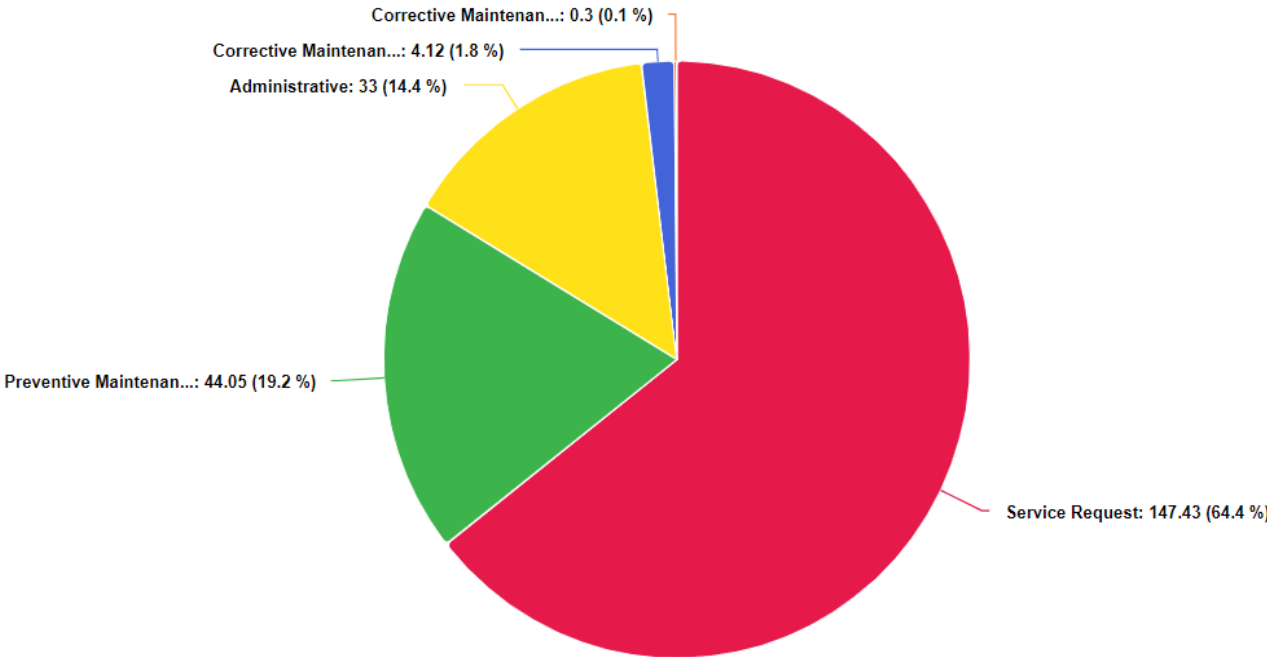
- We have completely analyzed all 9 irrigation zones, identifying spray heads and water lines needing repair.
- At this time, zones 1-5 have been completely overhauled with new piping installed as well as updated sprinkler heads.
- Piping and Sprinkler work to continue on the remaining zones. Estimated completion is January 2025.

# Maintenance

## Preventive Maintenance

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

Table 2.5 Work Order Actual Hours by Work Order Type Summary



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**MARY ESTHER CHART May 2025**

**Total Calls for Service** 467  
 Day Shift 291  
 Night Shift 176

**Priority 1 Calls** 132  
 calls under 5 minutes 98  
 calls under 6 minutes 102  
 calls over 6 minutes 30

**Property Crimes**

Burglary 4  
 Larceny-Theft 10  
 Motor Vehicle Theft 1  
 Arson 0  
 Criminal Mischief 3

**Violent Crime**

Murder 0  
 Forcible Rape 0  
 Robbery 0  
 Aggravated Assault 0

**Traffic Violations-stops** 42

Arrest-traffic 1  
 Citation-traffic 1  
 Warning-traffic 38  
 DUI--traffic 1

**Marine Violations**

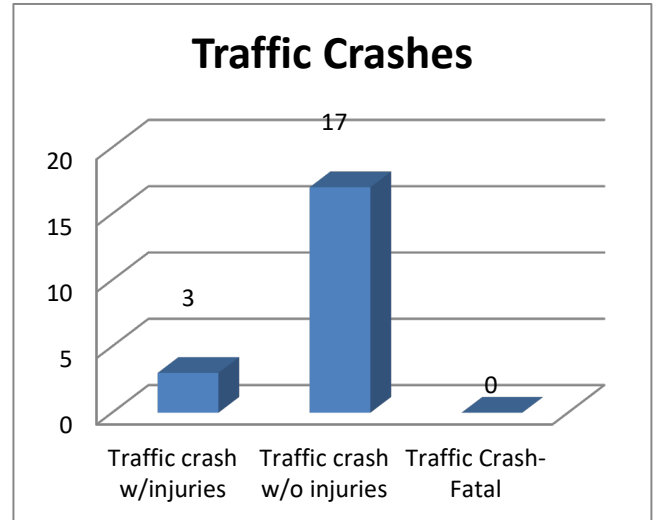
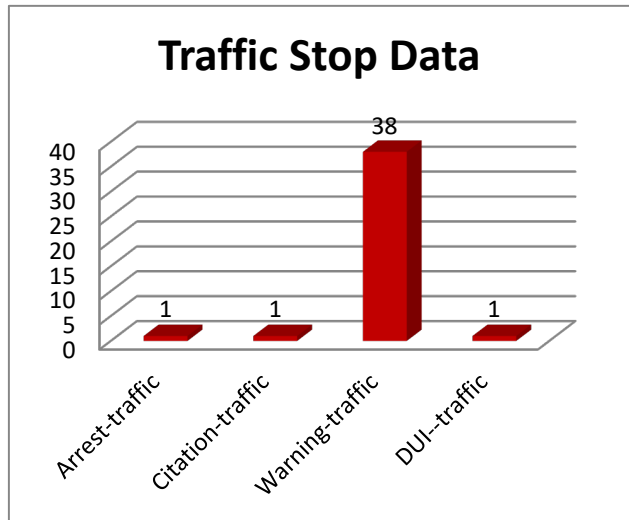
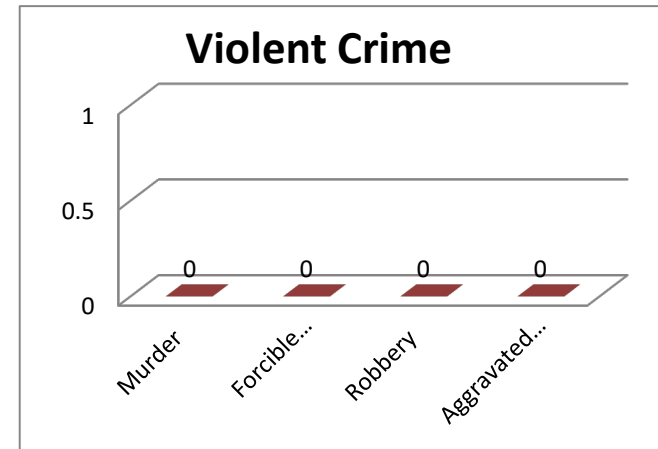
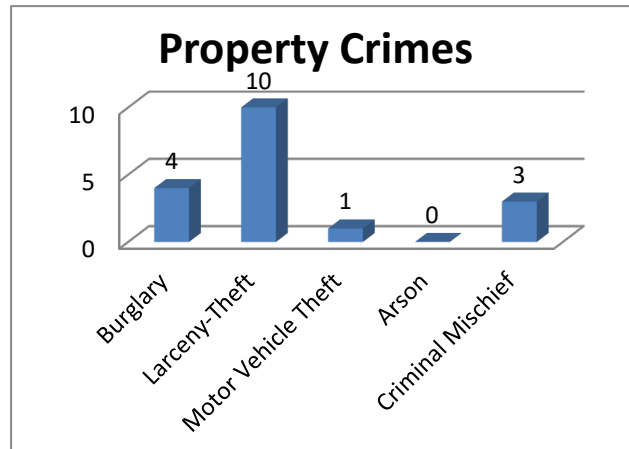
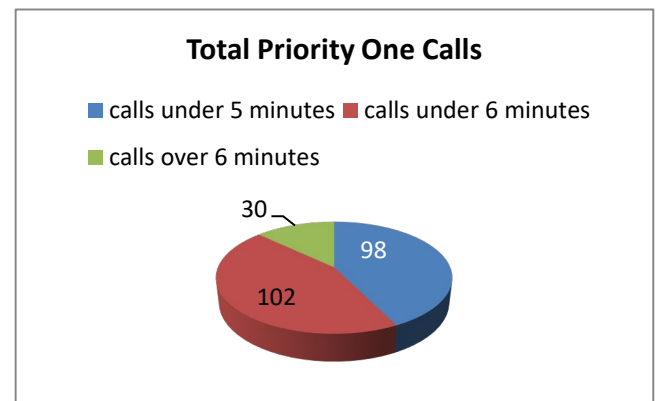
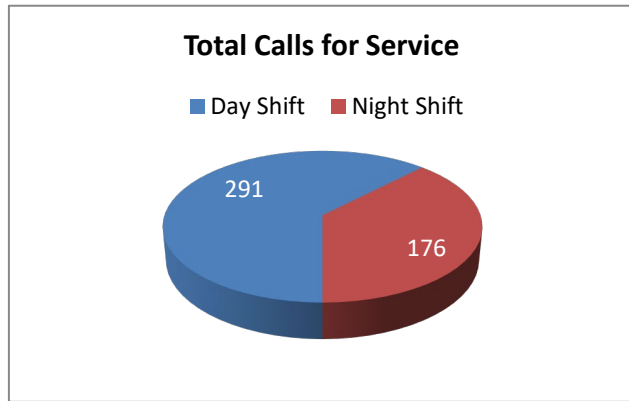
Marine Citations 0  
 Marine Warnings 0  
 Marine Crashes 0

**Traffic Crash** 20

Traffic crash w/injuries 3  
 Traffic crash w/o injuries 17

**Traffic Crash-Fatal** UNK

**City Ord. Violations** 0



**Distressed Swimmers** 0      **Drownings** 0

Prepared by Analyst Whitney Rivero on Sep 11th, 2025

MARY ESTHER CHART June 2025

**Total Calls for Service** 516  
 Day Shift 320  
 Night Shift 196

**Priority 1 Calls** 134  
 calls under 5 minutes 117  
 calls under 6 minutes 118  
 calls over 6 minutes 16

**Property Crimes** 16  
 Burglary 2  
 Larceny-Theft 10  
 Motor Vehicle Theft 1  
 Arson 0  
 Criminal Mischief 3

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

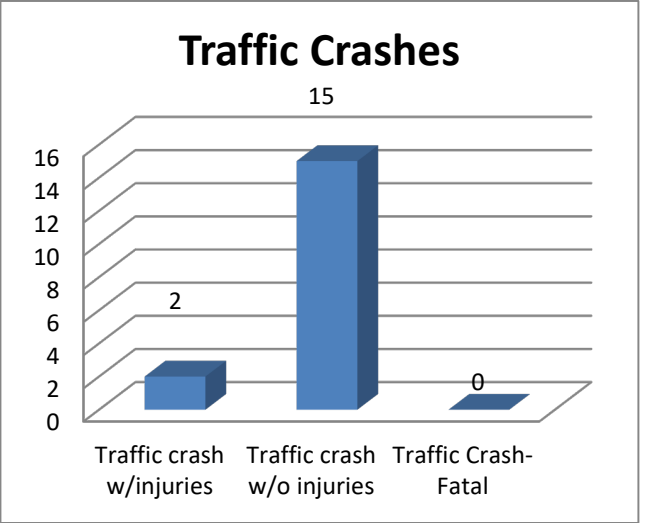
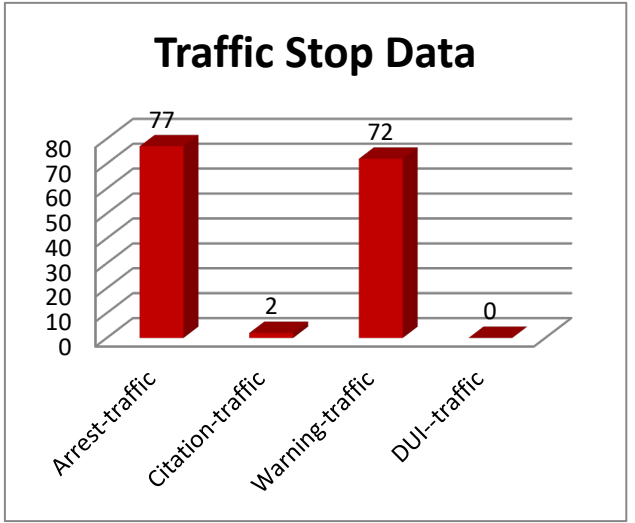
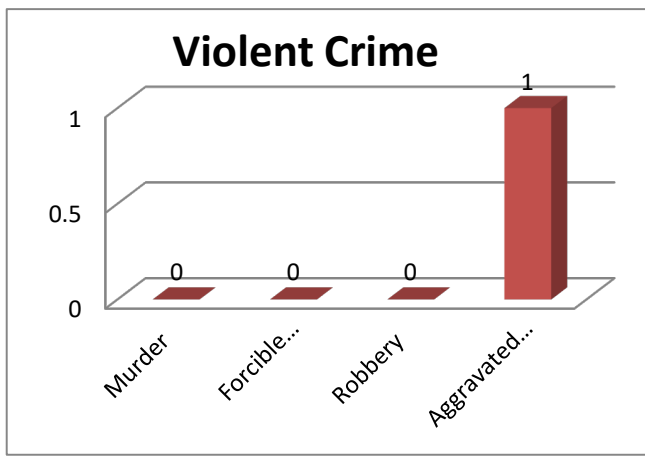
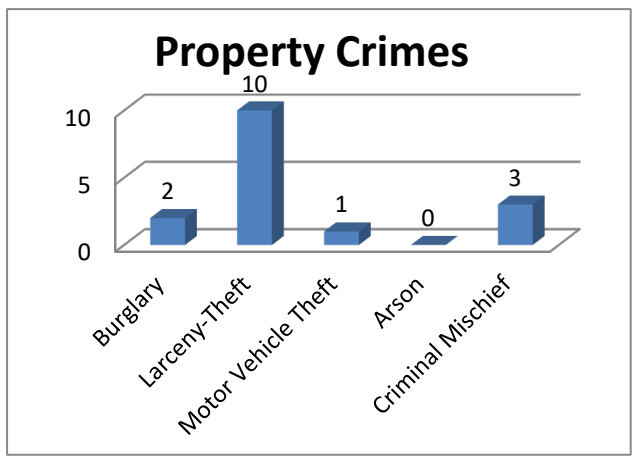
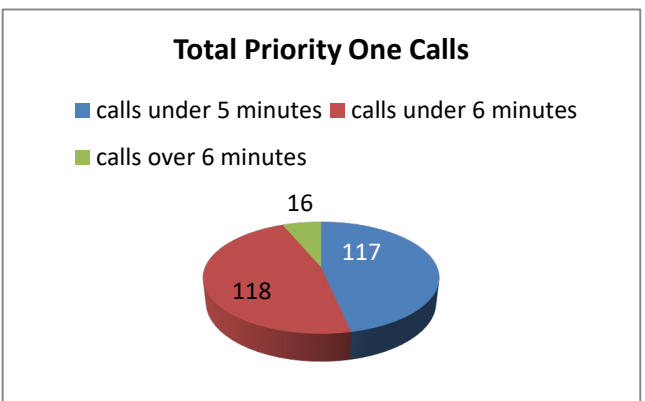
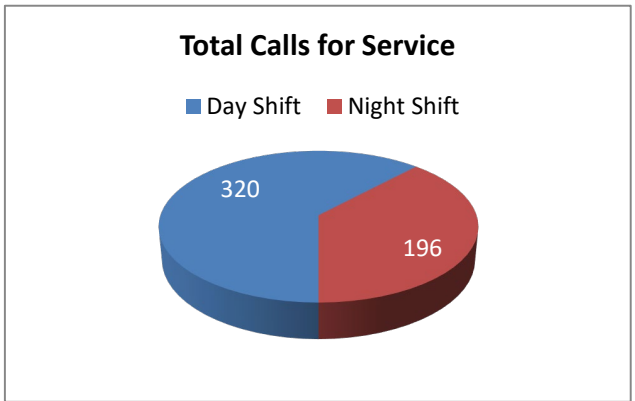
**Traffic Violations-stops**  
 Arrest-traffic 77  
 Citation-traffic 2  
 Warning-traffic 72  
 DUI--traffic 0

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

**Traffic Crash** 17  
 Traffic crash w/injuries 2  
 Traffic crash w/o injuries 15

**Traffic Crash-Fatal** unk

**City Ord. Violations** 0



**Distressed Swimmers** 0 **Drownings** 0

Prepared by Analyst Whitney Rivero on Sep 11th, 2025

MARY ESTHER CHART July 2025

**Total Calls for Service** 408  
 Day Shift 258  
 Night Shift 150

**Priority 1 Calls** 113  
 calls under 5 minutes 97  
 calls under 6 minutes 99  
 calls over 6 minutes 14

**Property Crimes** 8  
 Burglary 0  
 Larceny-Theft 8  
 Motor Vehicle Theft 0  
 Arson 0  
 Criminal Mischief 0

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

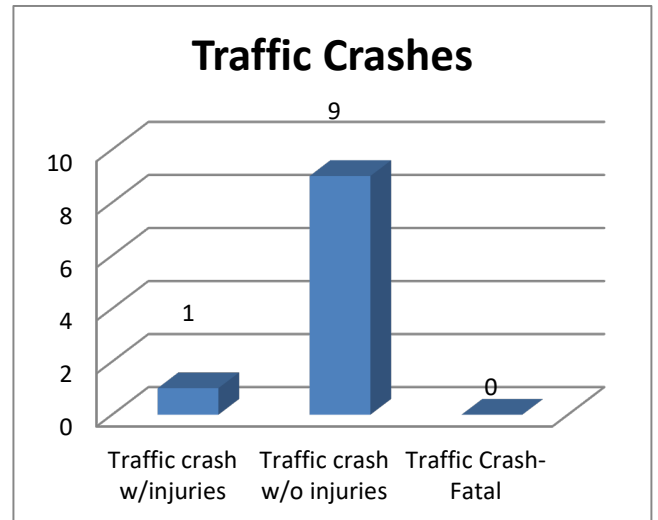
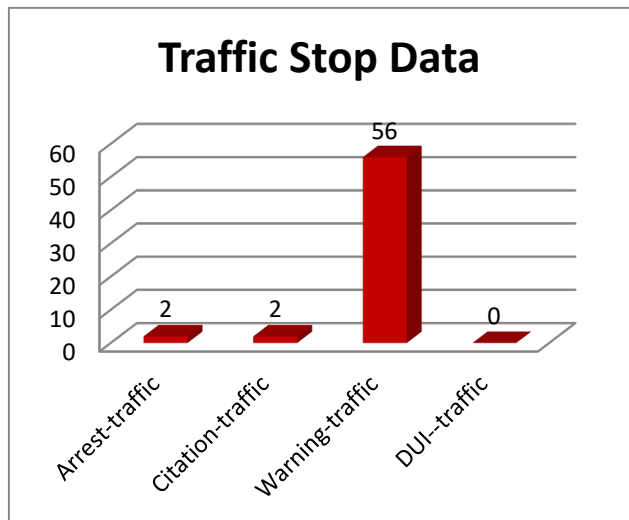
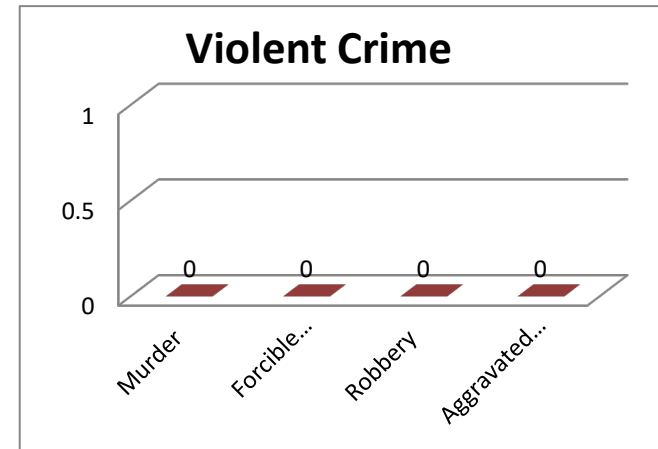
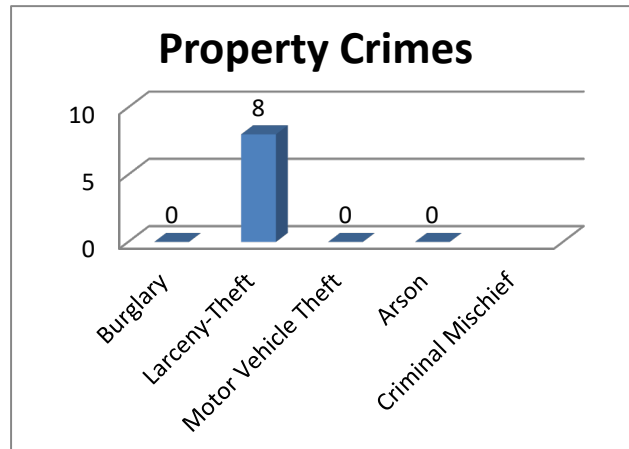
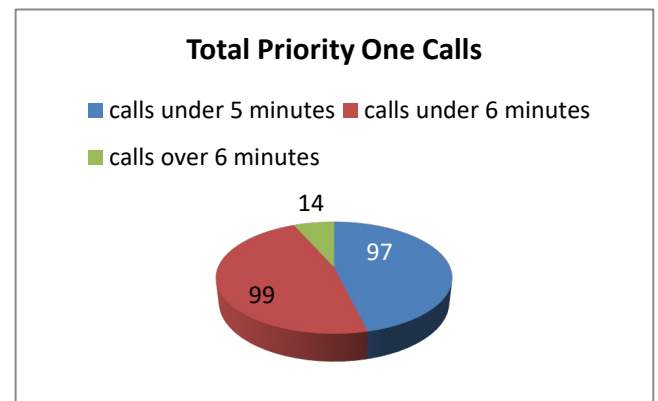
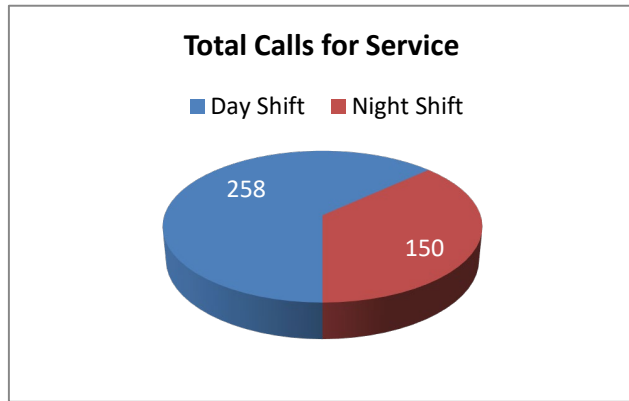
**Traffic Violations-stops** 63  
 Arrest-traffic 2  
 Citation-traffic 2  
 Warning-traffic 56  
 DUI--traffic 0

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

**Traffic Crash** 10  
 Traffic crash w/injuries 1  
 Traffic crash w/o injuries 9

**Traffic Crash-Fatal** unk

**City Ord. Violations** 0



**Distressed Swimmers** 0 **Drownings** 0

Prepared by Analyst Whitney Rivero on Sep 12th, 2025



**MINUTES  
PUBLIC WORKSHOP  
of THE MARY ESTHER CITY COUNCIL  
August 27, 2025 - 2:30 PM**

100 Hollywood Blvd W – Mary Esther, FL 32569

**CITY COUNCIL PRESENT**

Chris Stein, Mayor  
April Sutton, Councilmember  
Susan Coxwell, Councilmember

Bernie Oder, Mayor Pro Tem  
Larry Carter, Councilmember  
Richard Lawson, Councilmember

**CITY STAFF PRESENT**

Jared Cobb, City Manager

Dillon Morris, City Clerk

**OTHERS PRESENT**

**1. CALL TO ORDER**

The meeting was called to order by Mayor Stein at 2:40 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. SPECIAL PRESENTATION**

**4.1. Review of Governance Handbook and Discussion of Potential Updates**

City Manager Cobb provided the review of the governance handbook and a discussion of potential updates. He led the meeting, which included a PowerPoint presentation attached to the minutes. He discussed the definition of governance, council roles and responsibilities, and the roles and responsibilities of the city manager. The mayor and council had a brief discussion about who should lead the improvements, the constraints of the city, the council setting direction for the city, previous city councils, the city's movement forward from stagnation, potential changes from the legislature, and increasing citizen involvement. City Manager Cobb continued discussing trust, communication, and culture. Mayor Pro Tem Oder discussed some clarification on the city clerk handling travel and adding it directly to their duties. City Manager Cobb continued discussing protocols, additional reporting, council meeting items, council reports on the city's consent agenda, the Okaloosa County Sheriff's Department, and the school zone speed cameras.

**4.2. Presentation and Discussion of Draft Strategic Planning Framework**

City Manager Cobb began discussing the drafting of the strategic plan and shifting from a reactive to a proactive approach. Councilmember Sutton addressed the potential for switching auditors every couple of years and the issues and situations that could arise with city finances. City Manager Cobb continued discussing the strategic plan, focusing on setting the "why" and strategic priorities. The mayor and council discussed focusing on improving revenues as a strategic priority and attracting businesses. City Manager Cobb discussed the vision statement, meeting with department heads, and drafting the vision statement, which focused on looking to the future of what the city should become, its core values, and future projects. The mayor and council discussed several issues currently affecting the city, including citizens more, and the need for more technology to support them. City Manager Cobb had the council take a poll (results attached) to rank what they believe are the most important priorities. City Manager Cobb went over the results and asked if anyone had any minor changes to make to any of the statements, with no one having any changes.

**5. CLOSING REMARKS**

He reiterated the purpose of this workshop and stated that the official framework would be discussed in a later meeting. The mayor and council had a brief discussion about the current state of the city, the upcoming museum on Hurlburt Field, a potential CRA, and bids for the upcoming Christobal Park.

**6. OTHER COMMENTS**

No one had additional comments.

**7. ADJOURN**

The council meeting adjourned at 4:30 p.m.

**Minutes approved at the \_\_\_\_\_  
meeting.**

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**Dillon Morris, City Clerk**

# Council Workshop

Governance Handbook and Strategic Plan

# Agenda

- Governance Handbook Review
- Strategic Plan Development
  - Introduction to the High-Performance Organization Framework
  - Review Draft Mission, Vision, Values
  - Exercise 1 – Setting Strategic Priorities and Annual Objectives
  - Alignment, Next Steps, & Wrap-Up

# Governance Handbook Review

*"Our shared purpose is to provide a high quality of life for our residents, supportive environment for our businesses, and financial sustainability for our organization."*

## Questions:

- What does the term 'effective governance' mean to you personally?
- Does this statement still capture our ultimate purpose?
- Is there anything missing or that we would want to refine?

# Our Roles and Responsibilities

**City Council:** Set the direction for the City, establish policies and budget priorities, ensure accountability, and provide community leadership.

**City Manager:** Oversee daily operations, manage city resources, recommend policies, and lead staff to accomplish Council's goals.

## Questions:

- Are these roles clear and respected in our day-to-day work?
- Are there any areas where our roles could be better clarified or supported?

# Our Culture and Norms

**A respectful and productive working relationship based on trust and open communication.**

**Key behaviors:** Demonstrating respect, creating transparency, communicating openly, listening actively, and being collaborative.

## **Questions:**

- How are we doing at living up to these cultural commitments?
- Are there any other behavioral norms we should explicitly agree to?

# Our Protocols in Action

- Councilmembers carry authority only as a Council, not as individuals.
- Requests for action should focus on intended results (the "what"), not the methods (the "how").
- Commitment to support decisions of the majority, after honoring the right of individual members to express opposing viewpoints.

## Questions:

- Are there any protocols in the handbook that we feel need review, refinement, or recommitment?

# From Foundation to Framework

- . Our Handbook defines our **Principles**.
- . Our Strategic Plan provides our **Priorities**.
- . Our HPO Framework is our **Process** to connect them.

# From Good Governance to Great Performance

*“Effective governance is the process of reaching agreements that balance community values and priorities to enhance the well-being of the community.”*

# From Reactive to Proactive

- **The Challenge:** The constant demand of daily issues can pull our focus from long-term strategic goals.
- **The Solution (HPO):** A proactive model that aligns our daily work with a clear, shared vision, measures our performance, and ensures accountability.

# Our Proposed Strategic Framework

- . **The "Why" (Council's Role):** 5-Year Strategic Priorities
- . **The "What" (Council Approved, Manager Owned):** 1-Year Annual Objectives
- . **The "How" (Staff's Role):** 90-Day Quarterly Initiatives

# Draft Mission Statement

“To deliver exceptional public service and responsible stewardship that cultivates a safe, prosperous, and resilient Mary Esther.”

## Questions:

- Does this feel right?
- Does it accurately reflect our fundamental purpose as an organization?

*Note: This statement was developed in our leadership workshop and is presented as a working draft for Council's review and input.*

# Draft Vision Statement

- “A vibrant coastal community that celebrates our military legacy, where walkable streets connect thriving businesses, beautiful public spaces, and welcoming neighborhoods.”

## Questions:

- Does this feel right?
- Does it accurately reflect our fundamental purpose as an organization?

*Note: This statement was developed in our leadership workshop and is presented as a working draft for Council's review and input.*

# Draft Core Values

- **Service** - We are committed to serving the public with professionalism, empathy, and care in all that we do.
- **Integrity** - We act with honesty and transparency to build trust with our community and each other.
- **Innovation** - We continuously seek creative solutions and embrace new ideas to improve our services and our community.
- **Collaboration** - We work together as one team, valuing every contribution to achieve our shared goals.
- **Sustainability** - We make balanced decisions to meet the needs of today while ensuring a thriving and healthy future for generations to come.

*Note: This statement was developed in our leadership workshop and is presented as a working draft for Council's review and input.*

# Exercise - Setting Our Strategic Direction

Presented for your review is a slate of eight draft Strategic Priorities, each grounded in our Community Vision and Comprehensive Plan. Your foundational role in this process is to discuss, refine, and select the four to five priorities that will best guide our city for the next five years.

To illustrate what these priorities mean in practice, we have provided suggested Annual Objectives for the upcoming fiscal year. These objectives represent the major projects that go beyond daily operations—they are the key initiatives that will truly "move the ball forward" on achieving our shared vision.

# Draft Strategic Priorities & Objectives (1 of 2)

## 1) Foster a Vibrant and Resilient Local Economy

FY26 Objective: Complete a "Finding of Necessity" study for a Community Redevelopment Agency (CRA).

FY26 Objective: Develop and launch a City-sponsored Farmer's Market.

## 2) Ensure Resilient and Sustainable Public Infrastructure

FY26 Objective: Secure an IGSA with Hurlburt Field and grant funding for the wastewater connection project's engineering phase.

FY26 Objective: Secure full funding for a city-wide Advanced Metering Infrastructure (AMI) system.

FY26 Objective: Complete the Pavement Management Program for Area 4 (Bryn Mawr).

## 3) Enhance Community Connectivity and Public Safety

FY26 Objective: Pursue a formal agreement with the Okaloosa County School District for the elementary school access drive.

FY26 Objective: Conduct a feasibility study on long term fire service options.

FY26 Objective: Conduct a comprehensive evaluation of law enforcement services.

## 4) Promote Diverse and Attainable Housing Options

FY26 Objective: Draft and present for adoption all necessary Land Development Code (LDC) amendments to implement new housing policies.

# Draft Strategic Priorities & Objectives (2 of 2)

- 5) **Invest in Quality Public Spaces and Community Engagement**  
FY26 Objective: Begin implementation of the newly adopted Parks and Greenway Master Plan by initiating the top-priority capital project.
- 6) **Ensure Long-Term Financial Sustainability**  
FY26 Objective: Develop a formal long range financial plan for consideration with the FY 2027 budget process.
- 7) **Strengthen Our Community Identity and Brand**  
FY26 Objective: Develop and adopt a city-wide branding and wayfinding master plan.  
FY26 Objective: Complete the Mary Esther Boulevard median beautification project.
- 8) **Achieve Organizational Excellence through High Performance and Transparency**  
FY26 Objective: Implement a "one-stop-shop" online permitting system.  
FY26 Objective: Implement a citizen request tracking system for resident-reported issues.

# Next Steps

- Staff will refine the Strategic Priorities and Annual Objectives based on Council feedback and return for City Council consideration.
- Staff will begin developing Quarterly Initiatives to achieve the Annual Objectives.
- We will provide regular progress updates quarterly to the Council and the public.

Based on our discussion, please rank the strategic priorities you believe are most critical for Mary Esther's future. Please rank your top 5.





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

195 Christobal Road – North, Mary Esther, FL 32569

**CITY COUNCIL PRESENT**

Chris Stein, Mayor  
April Sutton, Councilmember  
Susan Coxwell, Councilmember

Bernie Oder, Mayor Pro Tem  
Larry Carter, Councilmember  
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  
Tyler Reed Community Development 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 6:00 p.m.

**3. PLEDGE OF ALLEGIANCE**

Mayor Stein led the Pledge of Allegiance.

**4. ROLL CALL**

The City Clerk called the roll as reflected above.

**5. APPROVAL OF THE AGENDA**

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

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

**6. FY 2026 BUDGET HEARING**

**6.1. Proposed FY 2026 Budget and 5-Year Community Investment Plan**

Heather Day, Finance Director, discussed the proposed budget rate, highlighting the current millage rate, the increase in water and sewer utility rates, an employee cost-of-living adjustment, and an increase in insurance rates. She discussed several changes, including the increase in grant revenues in the general fund, the shifting of funds between projects, and the expected rise in animal control expenditures. Mayor Stein asked if anyone had any questions. City Manager Cobb discussed why the cemetery plans were not included in the budget. Mayor Stein opened for public comments. Hearing none, Mayor Stein closed public comment. Mayor Stein asked

City Clerk Morris to read the title of Ordinance 2025-05 into the record, to which he did. Mayor Stein read the following into the public record:

- The name of the taxing authority is the City of Mary Esther.
- The rolled-back rate is 4.8756 mills.
- The percentage increase by which the millage rate exceeds the rolled back rate is 3.09%.
- The millage rate to be levied for Fiscal Year 2026 is 5.0261 mills.

Mayor Stein asked for a motion to approve the first reading of Ordinance 2025-05, adopting an ad valorem tax millage rate for the 2025-2026 taxable year. Councilmember Carter initiated the motion, seconded by Councilmember Sutton. The motion passed unanimously.

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

Mayor Stein announced that the second and final public hearing for the FY 2026 millage rate and budget is scheduled for 6:00 p.m. on Tuesday, September 23rd at City Hall, and that the public may also attend the meeting virtually.

## 7. SPECIAL PRESENTATIONS

### 7.1. Yard of the Month

City Clerk Morris presented the yards submitted for the September Yard of the Month. Mayor Stein asked if the council had any preference. After some discussion, the council expressed a preference for 189 Marcia Dr. Mayor Stein asked for a motion to select 189 Marcia Dr. as the Yard of the Month for September 2025. Councilmember Coxwell initiated the motion, seconded by Councilmember Sutton. The motion passed 4-1.

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

## 8. CONSENT AGENDA

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

<b>RESULT:</b>	<b>PASSED (5-0)</b>
<b>MOVER:</b>	Councilmember April Sutton
<b>SECOND:</b>	Councilmember Susan Coxwell
<b>AYES:</b>	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell

<b>NAYS:</b>	None
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- 8.1. Financial Report**
- 8.2. Public Works Report**
- 8.3. Library Report**
- 8.4. Fire Department Report**
- 8.5. Community Development Report**
- 8.6. Jacobs Report**
- 8.7. Law Enforcement Report**
- 8.8. Minutes of the August 4th, 2025 Regular Council Meeting**

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

None.

**10. PUBLIC COMMENT (NON-AGENDA ITEMS)**

None.

**11. UNFINISHED BUSINESS**

**11.1. Second Reading and Adoption of Ordinance 2025-04: Comprehensive Plan Amendments**

Tyler Reed, Community Development Director, discussed the second reading and adoption of Ordinance 2025-04, discussing adopting the new comprehensive plan, the transmittal to the state, Mary Esther complying with the state's recommendations of changing the 2040 projections to 2050, and the maximum densities. Mayor Stein asked if there was any discussion. Hearing none, Mayor Stein had City Clerk Morris read the title of the ordinance into the record. Mayor Stein asked for a motion to approve the adoption of the City of Mary Esther Comprehensive Plan update and the second reading of Ordinance 2025-04. Mayor Stein asked for a motion to approve the adoption of the City of Mary Esther Comprehensive Plan update and the second reading of Ordinance 2025-04. Councilmember Lawson initiated the motion, seconded by Councilmember Sutton. The motion passed unanimously.

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

**12. NEW BUSINESS**

**12.1. First Reading of Ordinance 2025-06: Platting Procedures**

Tyler Reed, Community Development Director, provided the background on the first reading of Ordinance 2025-06, stating that it was intended to comply with Florida State statutes. He discussed how this would streamline the platting process, which would be conducted administratively with established guidelines. Mayor Stein asked if he considered it a good deal. Community Development Director Reed stated that he viewed this process as a positive development. City Attorney Dykes discussed the process of platting and how it differs now with the state bill. Mayor Pro Tem Oder asked if it was Ordinance "2025-05" or "2025-06." Community Development Director Reed stated that it was "2025-06" and that there had initially been a scrivener's error. Legal Attorney Dykes discussed further how platting would affect the city, ensuring that the city does not receive a dedication to maintain specific streets or roads. Councilmember Coxwell asked what would happen if a developer disagreed, with City Attorney

Dykes, stating that the city would take action to show that the roads received are not city roads. Councilmember Sutton clarified that Councilmember Coxwell was inquiring about what would happen if the developer disagreed with the administrative authority. Community Development Director Reed stated that the plats must follow the land development code and state regulations. City Attorney Dykes added that if the plat did not meet the code, it would be denied. Mayor Stein asked if there was any more discussion. Hearing none, Mayor Stein asked City Clerk Morris to read the title of the ordinance into the record, to which he did. Mayor Stein asked for a motion to approve the first reading of Ordinance 2025-06. Councilmember Sutton initiated the motion, seconded by Councilmember Carter. The motion passed unanimously.

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

**12.2. Adoption of Resolution 25-13: FY 2025 Budget Amendment**

Heather Day, Finance Director, discussed the background of Resolution 25-13, including the changes to the budget resulting from the resolution. Councilmember Sutton asked if the Rays Pond project was considered complete. Shawn Lindsey, Public Works Director, stated that the developer still had some housekeeping items to address before the project would be considered complete. Councilmember Sutton inquired about the large gap around the drain, to which Public Works Director Lindsey responded that it was one of the items to be addressed. Mayor Stein asked if they had removed the tall weeds, with Public Works Director Lindsey stating that they were not yet done, but they were working on it. Councilmember Sutton asked about the purpose of the metal around the grate, and Public Works Director Lindsey explained that it was a skimmer designed to reduce pollution. Mayor Stein let City Clerk Morris read the title of the resolution into the record. Mayor Stein asked for a motion to approve Resolution 23-13, adopting a budget amendment to the FY 2025 budget. Councilmember Coxwell initiated the motion, seconded by Councilmember Sutton. The motion passed unanimously.

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

**12.3. Consideration of City Manager Evaluation**

Walt Hanline, National Center for Executive Leadership & School Board Development, discussed the scoring of City Manager Cobb's evaluation. Mayor Stein asked if anyone had any questions. Mayor Stein asked for a motion to approve the city manager evaluation as presented. Councilmember Coxwell initiated the motion, seconded by Councilmember Lawson. The motion passed unanimously.

<b>RESULT:</b>	<b>PASSED (5-0)</b>
<b>MOVER:</b>	Councilmember Susan Coxwell
<b>SECOND:</b>	Councilmember Richard Lawson

<b>AYES:</b>	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
<b>NAYS:</b>	None

**12.4. Discussion and Consideration of Home for the Holidays Program**

City Clerk Morris discussed the Home for the Holidays program and is seeking approval for the mayor to conduct it. Mayor Stein added that if anyone sees a house they like, they should email him, doing so in an unlimited number, and not post pictures on the website. The council discussed posting the photos on the website. Councilmember Sutton discussed submitting pictures directly and only including images that have been submitted to the city. The council also added that residents can submit houses to the city. Mayor Stein asked for a motion to allow the mayor to conduct Home for the Holidays, awarding certificates to houses that are decorated for the holidays, Halloween and Christmas, including submissions from citizens and other councilmembers. Councilmember Sutton initiated the motion, seconded by Councilmember Coxwell. The motion passed unanimously.

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

**13. COUNCILS' STANDING COMMITTEE STATUS REPORTS**

Councilmember Sutton discussed hearing a lot about transportation, the upcoming legislative session, and an upcoming luncheon with the commerce secretary.

Councilmember Coxwell is looking forward to the Veterans Day parade.

Councilmember Lawson had no additional comments.

Mayor Stein thanked City Clerk Morris and Councilmember Sutton for securing sponsorship for the Veterans Day celebration, and is currently seeking a Grand Marshal.

Councilmember Carter discussed dealing with his daughter's leukemia. He thanked everyone who had supported him during the difficult times, looked forward to being more active, and asked about the city's progress with the school speed cameras. City Manager Cobb remarked that the city is starting training that week and expects it to be running in November.

Mayor Pro Tem Oder discussed the loss of a member on the Public Library Cooperative, their next meeting, the Florida League of Cities' release of convention sessions, the NWFL Economic Development Council, and upcoming policy committee meetings.

**14. OTHER COMMENTS**

City Attorney Dykes had no additional comments.

City Clerk Morris reminded the council to check their mailboxes, complete their cybersecurity training, and complete their ethics training.

City Manager Cobb stated that the tree lighting would take place on December 6.

Mayor Stein asked about the Santa Run, and City Clerk Morris stated he would discuss it with him later.

**15. ADJOURN**

The council meeting adjourned at 6:53 p.m.

Minutes approved at the \_\_\_\_\_  
meeting.

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



**MINUTES  
SPECIAL MEETING  
of THE MARY ESTHER CITY COUNCIL  
September 23, 2025 - 6:00 PM**

195 Christobal Road – North, Mary Esther, FL 32569

**CITY COUNCIL PRESENT**

Chris Stein, Mayor  
April Sutton, Councilmember  
Susan Coxwell, Councilmember

Bernie Oder, Mayor Pro Tem  
Larry Carter, Councilmember  
Richard Lawson, Councilmember

**CITY STAFF PRESENT**

Jared Cobb, City Manager  
Hayward Dykes, City Attorney (Virtual)  
Dillon Morris, City Clerk

**OTHERS PRESENT**

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 6:01 p.m.

**3. PLEDGE OF ALLEGIANCE**

Mayor Stein led the Pledge of Allegiance.

**4. ROLL CALL**

The City Clerk called the roll as reflected above.

**5. APPROVAL OF THE AGENDA**

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

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

**6. FY 2026 BUDGET HEARING**

**6.1. Staff Presentation**

City Manager Cobb presented the budget for final approval. Mayor Stein then read the following into the public record:

- The name of the taxing authority is the City of Mary Esther.
- The rolled-back rate is 4.8756 mills.
- The percentage increase by which the millage rate exceeds the rolled-back rate is 3.09%
- The millage rate to be levied for Fiscal Year 2026 is 5.0261 mills.

**6.2. Public Comment**

Mayor Stein asked if anyone in the public would like to comment, to which no one got up to speak.

**6.3. Second Reading of Ordinance 2025-05, Establishing the FY 2026 Millage Rate**

City Clerk Morris read the title of Ordinance 2025-05.

**AN ORDINANCE OF THE CITY OF MARY ESTHER, IN OKALOOSA COUNTY, FLORIDA, ADOPTING AN AD VALOREM TAX MILLAGE RATE OF 5.062 MILLS FOR THE 2025-2026 TAXABLE YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Stein asked if there was any discussion. Upon hearing none, he asked for a motion to approve the second reading of Ordinance 2025-05, adopting an ad valorem tax millage rate for the 2025-2026 taxable year. Councilmember Coxwell initiated the motion, seconded by Councilmember Carter. The motion passed unanimously.

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

**6.4. Reading of Resolution 25-11, Adopting the FY 2026 Budget**

City Clerk Morris read the title of Resolution 25-11.

**A RESOLUTION OF THE CITY OF MARY ESTHER, FLORIDA, ADOPTING THE BUDGET FOR THE CITY OF MARY ESTHER FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025; APPROVING AND AFFIRMING THE APPROPRIATIONS SET FORTH IN SAID BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Stein asked if there was any discussion. Upon hearing none, he asked for a motion to approve Resolution 25-11, adopting the FY 2026 budget. Mayor Pro Tem Oder initiated the motion, seconded by Councilmember Lawson. The motion passed unanimously.

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

**7. NEW BUSINESS**

**7.1. Reading of Resolution 25-12, Amending the Comprehensive, Fee, Fine, and Revenue Schedule**

City Manager Cobb discussed Resolution 25-12. Mayor Stein asked if there was any discussion. Hearing none, he asked City Clerk Morris to read the title of Resolution 25-12.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARY ESTHER,**

**FLORIDA PROVIDING FOR AUTHORITY; AMENDING THE COMPREHENSIVE FEE, FINE, AND REVENUE SCHEDULE; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Stein asked for a motion to approve Resolution 25-12, amending the Comprehensive Fee, Fine, and Revenue Schedule. Councilmember Lawson initiated the motion, seconded by Mayor Pro Tem Oder. The motion passed unanimously.

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

**7.2. Consideration of FY 2026 Pay Scale**

City Manager Cobb discussed the FY 2026 Pay Scale. There was some discussion.

Mayor Stein asked for a motion to approve the FY 2026 Pay Schedule as presented. Councilmember Sutton initiated the motion, seconded by Councilmember Coxwell. The motion passed unanimously.

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

**7.3. Approval of Employee Health, Vision, Dental, AD&D, Long-Term Disability, and Life Insurance Renewals**

City Manager Cobb provided an overview of the city's employee health, vision, dental, accidental death and dismemberment (AD&D), long-term disability, and life insurance renewals. There was some discussion.

Mayor Stein asked for a motion to approve the attached renewal rates from Florida Blue, The Standard, and Principal for employee health, vision, dental, accidental death and dismemberment (AD&D), long-term disability, and life insurance coverage. Councilmember Carter initiated the motion, seconded by Councilmember Coxwell. The motion passed unanimously.

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

**7.4. Approval of Property, Auto, Liability, and Workers' Compensation Insurance Renewals**

City Manager Cobb provided the background of the city's property, auto, liability, and workers'

compensation insurance renewals.

Mayor Stein asked if there was any discussion. Hearing none, he asked for a motion to approve the proposed renewal of the City's property, auto, liability, and workers' compensation insurance coverages with Brown & Brown. Councilmember Coxwell initiated the motion, seconded by Councilmember Sutton. The motion passed unanimously. There was some discussion after the vote passed.

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

**8. ADJOURN**

Councilmember Sutton discussed attending the Emerald Coast Regional Council board meeting and an upcoming groundbreaking.

Councilmember Coxwell had no additional comments.

Councilmember Lawson had no additional comments.

Mayor Stein discussed the progress on the Veterans Day parade.

Councilmember Carter had no additional comments.

Mayor Pro Tem Oder discussed the state's municipalities committees' property tax meeting and the library cooperative.

City Attorney Dykes had no additional comments.

City Clerk Morris had no additional comments.

City Manager Cobb had no additional comments.

The council meeting adjourned at 6:26 p.m.

**Minutes approved at the \_\_\_\_\_  
meeting.**

\_\_\_\_\_  
**Dillon Morris, City Clerk**

# AGENDA ITEM

Agenda Item 8.1.

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

**FROM:**

**DATE:** October 6, 2025

**SUBJECT:** Eric Bowman - 41 Ridgelake Dr.

---

**BACKGROUND:**  
Mr. Bowman submitted a speaker's form to City Clerk Morris on September 8, 2025.

**DISCUSSION:**

**FINANCIAL IMPACT:**

**RECOMMENDATION:**

**ATTACHMENT(S):**  
1. Eric Bowman - 41 Ridgelake Dr.



**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 10<sup>th</sup>, the form and supporting documentation must be submitted by 10 AM on the 3<sup>rd</sup> 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: 9/8/25 \*Council Meeting Date: 10/06/25

\*Speaker's Name: ERIC BOWMAN \*Address: 41 RIDGE LAKE DR.

\*Speaker's Phone or Email address: BOWMAN21@EMRATC@MAIL.COM

\*Topic/Issue: (use the back or separate sheet if needed) FLOCK AUTOMATIC LICENSE  
PLATE READING CAMERAS - TRUE CAPABILITIES NOT  
OPENLY DISCLOSED

\*Have you spoken with City Staff or the City Manager about this issue? If so, who and when?  
VIA EMAIL JULY 9, 2025

Desired action by Council? BAN THE USE OF THESE TECHNOLOGIES  
WITHIN CITY LIMITS

\*Presentation Materials Attached? Yes  No  # of Pages

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

# AGENDA ITEM

Agenda Item 10.1.

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

**FROM:** Tyler Reed, Community Development Director

**DATE:** October 6, 2025

**SUBJECT:** Second Reading of Ordinance 2025-06: Platting Procedures

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**BACKGROUND:**

The purpose of the Ordinance is to amend the Land Development Code Platting (Subdivision) procedures to comply with section 177.071, Florida Statutes, consistent with Chapter 2025-164, Laws of Florida. This is the second reading of this Ordinance, which became effective in State Law on July 1st, 2025. The first reading occurred on September 3rd, 2025, with a unanimous approval.

**DISCUSSION:**

The City Council of the City of Mary Esther, Florida, finds the following:

- A. The Florida Legislature enacted Senate Bill 784 during the 2025 Regular Session, which was signed into law as Chapter 2025-164, Laws of Florida, and became effective July 1, 2025; and
- B. SB 784 amended Section 177.071, Florida Statutes, to designate an “administrative authority” for receipt and review of plats and replats and to streamline platting and replating procedures, reduce unnecessary delays, and establish clear timelines and responsibilities for reviewing authorities.

**FINANCIAL IMPACT:**

There are no anticipated financial impacts with the passing of this Ordinance.

**RECOMMENDATION:**

Staff recommends approval of the second reading of Ordinance 2025-06 Platting Procedures.

**ATTACHMENT(S):**

- 1. Ordinance 2025-06 Platting Procedures
- 2. Business Impact Estimate Attachment A

**ORDINANCE 2025 - 06**

**AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA ESTABLISHING ADMINISTRATIVE PLATTING PROCEDURES AS MANDATED BY STATE LAW; AMENDING LAND DEVELOPMENT CODE 2.13.00 – PLATTING (SUBDIVISION); CREATING SECTION 2.13.02 ESTABLISHING PROCESSING PROCEDURES AND TIMEFRAMES FOR ADMINISTRATIVE APPROVAL OF PLATS AND REPLATS; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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 177.071, Florida Statutes consistent with Chapter 2025-164, Laws of Florida.

**SECTION 2 – PURPOSE.** The purpose of the Ordinance is to amend the Land Development Code Platting (Subdivision) procedures to comply with section 177.071. Florida Statutes, consistent with Chapter 2025-164, Laws of Florida

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

A. The Florida Legislature enacted Senate Bill 784 during the 2025 Regular Session, which was signed into law as Chapter 2025-164, Laws of Florida, and became effective July 1, 2025; and

B. SB 784 amended Section 177.071, Florida Statutes, to designate an “administrative authority” for receipt and review of plats and replats and to streamline platting and replating procedures, reduce unnecessary delays, and establish clear timelines and responsibilities for reviewing authorities.

**SECTION 4-** Section 2.13.00 titled "Platting (Subdivision)", Article II, of the Mary Esther Land Development Code, is hereby amended to read as follows. In addition, section 2.13.02, Article II, of the Mary Esther Land Development Code, is hereby created establishing Processing Procedures and Timeframes for Administrative Approval of Plats (note strikethrough text indicates deletions, underline text indicates additions):

**2.13.00 – PLATTING (SUBDIVISION)**

Where a proposed minor or major development includes the subdivision or re-subdivision of land, final approval of such subdivision or re-subdivision shall be made by the ~~City Council in accordance with the regulations contained in Article Seven of this Code~~ the City Manager or their designee through an administrative process as set forth in 2.13.02.

*2.13.01 Minor Replats:* Where development involves a minor replat as defined in [Article 3](#), the City may issue a construction permit without requiring an application review process and a Final Development Order. Developers shall be required to record the minor replat in the official County records at no expense to the City and provide three (3) copies to the City for recording on appropriate maps and documents. Prior to approval of a minor replat by the City Manager, or his designee, the following standards shall be met:

A. Each proposed lot must conform to the requirements of this Code and adopted

ordinances of the City.

- B. If any lot abuts a street right-of-way that does not conform to the design specifications provided in this Code, the owner may be required to dedicate one-half the right-of-way width necessary to meet the minimum design requirements.

2.13.02 Processing Procedures and Timeframes for Administrative Approval of Plats:

- A. The “administrative authority” for approval of plats or replats in the City of Mary Esther shall be the City Manager or their designee. No further action or approval by the city council or county is required if the plat or replat complies with the requirements of s. 177.091.
- B. Upon receipt of a plat or replat, the Administrative Authority will acknowledge receipt of the submittal within seven (7) business days by providing the applicant with a written notice acknowledging receipt of the plat or replat submittal. The written notice shall identify any missing documents or information necessary for processing under Section 177.091, Florida Statutes, along with a description of the approval process and timeframes for review and disposition.
- C. Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided under subsection B. above.
- D. If the administrative authority does not approve the plat or replat, it will notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.
- E. Evidence of approval by the administrative authority, must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this part:
  - a. When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the governing body of the municipality has exclusive jurisdiction to approve the plat or replat.
  - b. When a plat or replat lies within the boundaries of more than one county, municipality, or both governing body, two plats or replats must be prepared and each county or municipality governing body has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees the governing bodies having said jurisdiction agree that one plat is mutually acceptable.
- F. After the approval by the administrative authority, the plat or replat must be recorded by the circuit court clerk or other recording officer upon submission thereto of such approval plat or replat.

G. This section shall apply to residential and commercial subdivision plats, preliminary plats, and final plats.

H. All plats and replats shall follow the applicable design standards found in this code and all applicable requirements of Chapter 177, Florida Statutes.

**SECTION 5- SCRIVENER’S ERRORS.** It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Mary Esther, Florida, and to that end, sections of this ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section” or “article” or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

**SECTION 6. CODIFICATION.** The appropriate officers and agents of the City are authorized and directed to codify, include, and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

**SECTION 7. CONFLICTS.** In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance of the City, the provision which establishes the higher standards for the promotion and protection of the health and safety of the people shall prevail.

**SECTION 8 – 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 9 – EFFECTIVE DATE.** This Ordinance shall take effect immediately upon adoption.

So Done this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

**Chris Stein, Mayor**  
**City of Mary Esther, Florida**

ATTEST:

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

**1<sup>st</sup> Reading:**

**Published:**

**2<sup>nd</sup> Reading:**

# **Business Impact Estimate**

## **ORDINANCE 2025 - 06**

**AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA ESTABLISHING ADMINISTRATIVE PLATTING PROCEDURES AS MANDATED BY STATE LAW; AMENDING LAND DEVELOPMENT CODE 2.13.00 – PLATTING (SUBDIVISION); CREATING SECTION 2.13.02 ESTABLISHING PROCESSING PROCEDURES AND TIMEFRAMES FOR ADMINISTRATIVE APPROVAL OF PLATS AND REPLATS; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Mary Esther is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City of Mary Esther is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- 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;

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

Not applicable due to exemption.

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

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

Not applicable due to exemption.

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

Not applicable due to exemption.

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

Not applicable due to exemption.

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

Not applicable due to exemption.

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

Not applicable due to exemption.

Not applicable due to exemption.

# AGENDA ITEM

## Agenda Item 11.1.

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

**FROM:** Dillon Morris, City Clerk

**DATE:** October 6, 2025

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

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### **BACKGROUND:**

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

Individuals and teams may also support the movement by participating in the MSABC of the Emerald Coast event held at Northwest Florida State College in Niceville on October 18, 2025, at 8 am. Visit [www.MakingStridesWalk.org/emeraldcoast](http://www.MakingStridesWalk.org/emeraldcoast) for more information.

### **DISCUSSION:**

Staff requests approval to execute a Proclamation proclaiming and recognizing October 2025 as "Making Strides Against Breast Cancer Month" and authorizing the Mayor to execute the Proclamation.

### **FINANCIAL IMPACT:**

There is no financial impact related to this matter.

### **RECOMMENDATION:**

Motion to authorize the Mayor to sign the Proclamation, declaring October 2025 as "Making Strides Against Breast Cancer Month" in Mary Esther.

### **ATTACHMENT(S):**

1. Making Strides Against Breast Cancer Month Proclamation



# City of Mary Esther Proclamation

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

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

**WHEREAS**, in 2025, the US will have an estimated 319,750 new cases of breast cancer diagnosed among women, 42,680 women deaths because of the disease, and more than 4 million women have had a history of invasive breast cancer or were living with the disease; and

**WHEREAS**, the American Cancer Society has invested more than \$600 million in breast cancer research grants during the last 30 years; and

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

**WHEREAS**, there are more than 150 MSABC events nationwide with more than 863,000 participants that have raised more than \$46 million; and

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

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

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

**NOW, THEREFORE I**, Chris Stein, Mayor of the City of Mary Esther, Florida, do hereby proclaim the month of October as Making Strides Against Breast Cancer Month in Mary Esther and encourage citizens to help save lives from breast cancer by decorating your businesses and neighborhoods in pink as part of the movement and encourage citizens to participate in the Making Strides Against Breast Cancer of the Emerald Coast held at Northwest Florida State College in Niceville on October 18, 2025, at 8 am.

**SO DONE** this 6<sup>th</sup> day of October 2025.

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

ATTEST:

\_\_\_\_\_  
*Dillon Morris, City Clerk*

# AGENDA ITEM

Agenda Item 11.2.

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

**FROM:** Dillon Morris, City Clerk

**DATE:** October 6, 2025

**SUBJECT:** City Week Proclamation

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**BACKGROUND:**

Every year, the Florida League of Cities designates a week in October as "Florida City Week" (formerly "City Government Week") and has informed its staff that this year it will be the week of October 20, 2025, through October 26, 2025. Florida City Week allows cities to celebrate, showcase, and engage citizens in the work of municipal government. Cities across Florida have organized events to promote civic education, volunteerism, collaboration, and other community initiatives.

**DISCUSSION:**

The City of Mary Esther has come up with the following events in celebration of City Week:

- City Week proclamation, recognizing City Week and encouraging citizens to participate.
- A social media filter that citizens can use for pictures of Mary Esther.
- A community service day organized by Public Works Director Lindsey.
- Story time with the mayor to be hosted at the library on October 23rd at 5 p.m.
- A potential essay contest held at Mary Esther Elementary School.
- A potential kids' town center workshop held at Mary Esther Elementary School.

**FINANCIAL IMPACT:**

There is no financial impact related to this matter.

**RECOMMENDATION:**

Motion to authorize the mayor to sign the proclamation, declaring October 20th, 2025, through October 26th, 2025, as "Florida City Week" in Mary Esther.

**ATTACHMENT(S):**

1. Florida City Week Proclamation



# *City of Mary Esther Proclamation*

## *Florida City Week*

**WHEREAS**, city government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

**WHEREAS**, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

**WHEREAS**, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

**WHEREAS**, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

**WHEREAS**, Florida City Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

**WHEREAS**, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

**NOW, THEREFORE I**, Chris Stein, Mayor of the City of Mary Esther, Florida, do hereby proclaim the week of October 20, 2025, through October 26, 2025, as Florida City Week in the City of Mary Esther and encourage all citizens, city government officials, and employees to participate in events that recognize and celebrate Florida City Week.

**SO DONE** this 6th day of October 2025.

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

ATTEST:

\_\_\_\_\_  
*Dillon Morris, City Clerk*

# AGENDA ITEM

## Agenda Item 11.3.

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

**FROM:** Jared Cobb, City Manager

**DATE:** October 6, 2025

**SUBJECT:** Animal Control Contract Update

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### **BACKGROUND:**

On June 10, 2025, the Panhandle Animal Welfare Society (PAWS) terminated its animal control services for the City. At the June 16 Council meeting, the City Council directed staff to explore alternative options until a long-term solution could be identified. By July 7, staff determined that no feasible short-term solutions were available.

On August 19, 2025, the Okaloosa County Board of Commissioners approved a new contract with PAWS, which was executed on September 23.

### **DISCUSSION:**

Staff is seeking direction on whether to revise the existing draft contract or to develop a new agreement using the Okaloosa County contract as a baseline. While the annual per capita rate in the County contract is comparable to the original draft proposed by PAWS, the County agreement includes more comprehensive provisions related to animal welfare standards, financial transparency, and recordkeeping—areas that are not as explicitly addressed in the draft provided to the City of Mary Esther.

### **FINANCIAL IMPACT:**

The proposed contract from PAWS is \$6.50 per capita, or \$26,546 annually (using the 2020 census). The agreement with Okaloosa County does not specify a per capita rate; however, based on the estimated unincorporated population, the rate would be approximately \$6.50.

### **RECOMMENDATION:**

Staff recommends using the Okaloosa County agreement as the basis for developing a new contract with the Panhandle Animal Welfare Society (PAWS). This approach will ensure consistency with current county standards and incorporate best practices for animal welfare and contract management.

### **ATTACHMENT(S):**

1. Draft PAWS Contract
2. Okaloosa County PAWS Contract

## ANIMAL CONTROL OPERATION AGREEMENT

**THIS CONTRACT** is entered into as of the \_\_\_ day of \_\_\_ 2025, by and between the City of Mary Esther, a Florida municipal corporation, hereinafter referred to as “City”, and Panhandle Animal Welfare Society, Inc., a Florida not for profit, hereinafter referred to as “PAWS” or “Contractor.”

### WITNESSETH

**WHEREAS**, at present, the City has been contracting with PAWS for animal control services, the City now desires to renew the agreement with PAWS; and

**WHEREAS**, PAWS has the management capabilities, experience and resources to provide such services; and

**WHEREAS**, City desires to contract with PAWS to provide a broad range of animal control services for the purpose of safeguarding the health and safety of its domestic and wild animals in the City, promoting the humane treatment of animals, and for enforcing City ordinances relating to animal control; and

**WHEREAS**, the parties desire to enter into a Contract (hereinafter “Contract”) whereby PAWS will furnish animal control services to City as specifically defined herein;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **TERM OF CONTRACT**

This Contract shall commence as of the day and year above, and shall remain in full force and effect through \_\_\_\_\_, unless sooner terminated as provided herein. The City Manager, or his or her designee, is authorized to make a one-time extension of this Contract for a period of five (5) years as long as such extension is upon the same terms and conditions as this original Contract.

2. **COMPENSATION**

A. **Payment.**

Payment for services shall be based on the rates and amounts as set forth in Exhibits “A”, which PAWS attached hereto and incorporated herein by this reference. City’s payments pursuant to Exhibit A shall constitute full compensation for the services provided by PAWS to City under this Contract. There shall be no additional fees paid by the City for charges related to the services provided under this Contract, including but not limited to sheltering animals, fees for animals held, fees for dead animals, livestock charges.

B. **Amendment of Compensation**

1. The consideration for this Contract is based upon normal anticipated growth of City. If there is an exceptional change of circumstances, changes within the City of Mary Esther Municipal Code, or annexation, or exclusion of large areas, then the parties agree to meet and in good faith renegotiate the consideration for the remainder of the term of this Contract.

2. The compensation to PAWS under this Contract shall not be adjusted during the Term of this Contract, except on the mutual agreement of the Parties, the execution of a written amendment to the Contract and only upon a determination by the City that the current payment amounts specified on Exhibit A do not reflect expenses that could not be reasonable anticipated or foreseen at the time the Contract was executed.

3. **CORRECTIVE ACTION**

City may, at any time, request in writing that PAWS address in writing any operational issues or deficiencies relating to the services specified in the Contract, and upon such notice, Contractor shall promptly, but not later than ten (10) days from receipt of that notice correct those operational issues and deficiencies.

4. **REPRESENTATIVES OF THE PARTIES AND SHELTER PERSONNEL**

A. City Contract Officer: For the purposes of this Contract, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager (“Contract Officer”). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Contract.

B. Principals and Personnel of Contractor.

1. Contractor Representative: The following principal of Contractor is hereby designated as being the Contractor Representative authorized to act on Contractor’s behalf regarding the Services specified herein and make all decisions in connection therewith:

<u>Name</u>	<u>Title</u>
Tracey Kinsley	Executive Director

2. Contractor’s Personnel: Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Contract. All of the Services required under this Contract shall be performed by Contractor or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor’s staff and sub-contractors, if any, assigned to perform the Services required under this Contract.

5. **RECORDS**

**If PAWS has questions regarding the application of Chapter 119, Florida Statutes, as to PAWS' duty to provide public records relating to this contract, contact the custodian of public records at (850) 243-3566 ext.11, [cclk@cityofmaryesther.com](mailto:cclk@cityofmaryesther.com), or 195 Christobal Rd., N, Mary Esther, FL 32569.**

PAWS shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, PAWS shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law. PAWS shall ensure that public records that are exempt or confidential and exempt from public records disclosure require completion of the contract if PAWS does not transfer the records to the City. Upon completion of the contract, PAWS shall transfer, at no cost, to the City all public records in possession of the PAWS or keep and maintain public records required by the City to perform the service. If PAWS transfers all public records to the City upon completion of the contract, PAWS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PAWS keeps and maintains public records upon completion of the contract, PAWS shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Failure of PAWS to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes. If PAWS fails to provide the public records to the City within a reasonable time PAWS may be subject to penalties under Section 119.10, Florida Statutes. If it is found that PAWS has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

A. PAWS shall make all records maintained under this section available to authorized City personnel during normal business hours upon reasonable notice. Such notice shall not be less than 72 hours. Such records shall also be provided upon the termination of the contract.

B. PAWS shall maintain a record of all written complaints received by PAWS, from whatever source regarding the City's animal control operations. Such records shall be provided to the City each month in a form to be agreed upon by the City and PAWS.

## 6. **INDEMNIFICATION**

Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened,

which arise out of, PAWS claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, sub-contractors, materialmen, or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

## 7. INSURANCE

### A. Minimum Scope and Limits of Insurance.

PAWS shall procure and at all times during the term of this Contract carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Contract with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of Florida and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease.

### B. Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

### C. Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents, or volunteers, shall be in excess of PAWS's insurance and shall not contribute with it.

### D. PAWS's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit PAWS and PAWS's employees, agents, or sub-contractors from waiving the right of subrogation prior to a loss. PAWS hereby waives all rights of subrogation against City.

E. Cancellations or Modifications to Coverage.

PAWS shall not cancel, reduce, or otherwise modify the insurance policies required by this Article during the term of this Contract. The commercial general and automobile liability policies required under this Contract shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, PAWS shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

F. Evidence of Insurance.

Prior to the performance of Services under this Contract, PAWS shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements PAWS subject to City's approval. PAWS may provide complete, certified copies of all required insurance policies to City. PAWS shall maintain current endorsements on file with the City Clerk. PAWS shall provide proof to the City Clerk that insurance policies expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. PAWS shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

G. Indemnity Requirements not Limiting.

Procurement of insurance by PAWS shall not be construed as a limitation of PAWS's liability or as full performance of PAWS's duty to indemnify City under this Contract.

H. Sub-contractor Insurance Requirements.

PAWS shall require each of its sub-contractors that perform Services under this Contract to maintain insurance coverage that meets all of the requirements of this Article.

8. **EQUIPMENT AND VEHICLES**

Except as otherwise specifically set forth in this Contract, PAWS shall provide all equipment and materials required by PAWS to perform its obligations under this Contract. With respect to equipment obtained by PAWS in contemplation of this Contract, if City terminates Contract without cause, City shall be responsible for payment to PAWS of the remaining obligation owed by PAWS to third parties for equipment leased by PAWS for the fulfillment of its obligations hereunder. A schedule of such equipment shall be prepared by PAWS and attached to this Contract and made a part hereof. If PAWS terminates the Contract or City terminates the Contract on grounds of a substantial breach, City shall be under no obligation for the equipment. City is not hereby made a guarantor of PAWS for any equipment it may lease. If upon the termination of the Contract, or earlier, City shall desire to take over ownership of the equipment, City shall give PAWS written notice of such intent. City shall thereafter be responsible for all remaining payments on the lease, purchase, or lease-purchase of the equipment. In addition, with respect to any purchase or lease-lease-purchase of the equipment. In addition, with respect to any purchase or lease-purchase arrangement taken over by the City, the City shall pay over to PAWS any positive difference in the sum of the payments remaining to be paid by the City and the depreciated value of the equipment to PAWS, if any.

9. **TERMINATION OF CONTRACT**

In addition to the provisions of this Contract, either party, at any time may terminate this Contract without cause upon the giving of ninety (90) days prior written notice to the other of such intent to terminate.

10. **INDEPENDENT CONTRACTOR**

A. PAWS is an independent contractor and not an employee of City. PAWS shall have no power to incur any debt, obligation, or liability on behalf of City. All services provided pursuant to this Contract shall be performed by PAWS or under its supervision. PAWS will determine the means, methods, and details of performing the services. Any additional personnel performing services under this Contract on behalf of PAWS shall also not be employees of City and shall at all times be under PAWS's exclusive direction and control. PAWS shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law. PAWS 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. PAWS shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from PAWS's personnel practices. City shall have the right to offset against the amount of any fees due to PAWS under this Contract any amount due to City from PAWS as a result of PAWS's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

11. **RELEASE OF NEWS INFORMATION**

No news release, including photographs, public announcements, or confirmation of same, of any part of the subject matter of this Contract or any phase of any program hereunder shall be made without prior written approval of the City Manager or his or her designee.

12. **CONFLICT OF INTEREST**

A. No officer or employee of City shall have any direct or indirect financial interest in this Contract, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Contract which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. PAWS warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Contract.

B. PAWS and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict-of-interest statutes of the State of Florida applicable to PAWS's Services under this Contract.

13. **SUCCESSOR AND ASSIGNMENT**

The services as contained herein PAWS to be rendered by PAWS and PAWS shall

not assign nor transfer any interest in this Contract without the prior written consent of City.

14. **COMPLIANCE WITH LAWS**

The parties agree to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of this Contract. PAWS otherwise specifically agrees that it shall conform to all laws with respect to the regulation of its operations hereunder with particular reference to the certification of its employees to perform such duties. A violation of this provision shall constitute a substantial breach of this Contract.

15. **NON-DISCRIMINATION**

In the fulfillment of the program established under this Contract, either as to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other terms of compensation, selection for training, including apprenticeship or participation in the program or the receiving of any benefits under the program, PAWS agrees not to discriminate nor to allow any subcontractor to discriminate on the basis of race, color, creed, religion, natural origin, ancestry, sex, marital status or physical handicap.

16. **SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

17. **INTERPRETATION**

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both parties hereto.

18. **FLORIDA LAW**

This Contract, and any dispute arising from the relationship between the Parties to this Contract, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Florida. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Contract shall be instituted in the Circuit Court of the County of Okaloosa State of Florida, or any other appropriate court in such county, and PAWS covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of Florida, in Pensacola.

19. **DISPUTES; DEFAULT**

A. In the event that City determines PAWS is in default under the terms of this Contract, City shall have no obligation or duty to continue compensating PAWS for any Services performed after the date of default. In addition to the right to terminate pursuant to Section \_\_\_\_\_, if the City Manager determines that PAWS is in default in the performance of any of the terms or

conditions of this Contract, City may serve PAWS with written notice of the default. PAWS shall have thirty (30) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that PAWS fails to cure its default within such period of time, City may, notwithstanding any other provision of this Contract, terminate this Contract without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Contract.

20. **ENTIRE AGREEMENT**

This Contract supersedes any and all other agreements, either oral or in writing, between this parties hereto with respect to the services of PAWS to be performed for the City and contains all the covenants and agreements between the parties with respect to such services.

21. **WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

22. **CONTRACT ADMINISTRATION, EVALUATION AND REVIEW**

A. The City Manager or his/her designee PAWS hereby made the Contract administrator for the City hereunder.

B. The ongoing assessment and monitoring of this Contract is the responsibility of the City Manager, or his/her designee.

23. **NOTICE**

Notices, herein shall be presented in person or by certified or registered U.S. mail,  
as follows:

To PAWS: Panhandle Animal Welfare Society  
752 Lovejoy Road NW  
Fort Walton Beach, FL 32548

With a copy to: DeWitt D. Clark, Esq.  
Anchors Smith Grimsley, PLC  
909 Mar Walt Dr.  
Suite 1014  
Fort Walton Beach, FL 32547

To City:

Nothing in this paragraph shall be construed to prevent the giving of notice of personal service.

24. **NO THIRD-PARTY BENEFICIARIES**

No third party shall be deemed to have any rights hereunder against any of the parties hereto as a result of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their authorized officers as of the day and year first above written.

City of Mary Esther

Panhandle Animal Welfare Society

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
Witness:

## **EXHIBIT "A"**

A per capita rate of \$6.50 and a population of 4,084. The total monthly billing is \$2,212, which amounts to an annual billing of \$26,546.

**AGREEMENT FOR ANIMAL CONTROL SERVICES**  
**BETWEEN OKALOOSA COUNTY, FLORIDA AND**  
**PANHANDLE ANIMAL WELFARE SOCIETY, INC.**  
**CONTRACT NO. C25-4188-PS**

This Agreement, executed and entered into this 23<sup>rd</sup> day of September, 2025, by and between Okaloosa County, Florida, a political subdivision of the State of Florida (the “County”), whose principal address is 1250 N. Eglin Parkway, Shalimar, FL 32579, and Panhandle Animal Welfare Society, Inc. (the “Contractor”), whose principal address is 752 Lovejoy Road, Fort Walton Beach, Florida 32548.

**WITNESSETH:**

**I. Incorporation of Documents**

The following document is incorporated by reference into this Contract:

- A. Guidelines for Standards of Care in Animal Shelters, 2022.

**II. Scope of Services**

A. The Contractor agrees to act as the animal control agency for Okaloosa County, Florida within the unincorporated areas and to perform such animal control services as required by Florida Statutes and the Code of Ordinances of Okaloosa County (“Code”), including, but not limited to, administrative and enforcement services, in accordance with Chapter 5, Article II of the Code, Chapters 828 and 252, Florida Statutes and such other applicable laws pertaining to animal control and domestic animals (“Florida Law”).

B. Contractor shall provide the following services:

1. All Animal Control Services as authorized by Florida Law, including but not limited to, Chapter 5, Article II of the Code, sections, 767.13, 767.14 and 823.15, Florida Statutes and Chapter 828, Florida Statutes. This includes pursuing and taking into custody any animals at large within the unincorporated areas of the County, regardless of whether the animal originated from the unincorporated portions of the County or incorporated portions of the County and regardless of whether the animal enters into the boundaries of the incorporated areas while the officer is in pursuit.

2. Provide shelter for animals taken into custody, and to provide for the handling, care and disposal of all animals in accordance with professionally recognized standards of humane treatment and Florida Law. At a minimum, Contractor shall provide a level of care in compliance with the standards set forth by the Association of Shelter

Veterinarians Guidelines for Standards of Care in Animal Shelters, Second Edition December 2022, attached hereto as Exhibit “A”, and herein incorporated by reference.

3. Provide or arrange for sufficient and adequate medical treatment for all impounded animals. To the extent that the Contractor employs or provides veterinarian services under a separate contract, then the Contractor shall notify the County of the name, address, phone number, and licensing details relating to all veterinarians that are providing such services on behalf of the Contractor under this Agreement.

4. The Contractor shall provide for the euthanasia for all impounded animals if required under the criteria established in Florida Law, including those that are ill or injured. If a Florida licensed veterinarian determines that an animal currently in rabies quarantine must be euthanized before the expiration of the required quarantine period, or if said animal dies before the expiration of quarantine period, then the Contractor shall notify the Health Department and the remains of the animal will be held for them to initiate rabies testing. In the case of euthanasia, the veterinarian must document the reason for the euthanasia and the Contractor will provide such documentation to the County. The Contractor will dispose of the animal remains in a manner consistent with Florida Law.

5. Quarantine shall be provided in accordance with Section 767.13, Florida Statutes and Chapter 64-D, F.A.C.

6. Provide housing for each impounded and stray animal for a period of time specified by Florida Law and quarantine bite cases pursuant to cooperative agreement with the County Health Department.

7. Place animals released from quarantine and not claimed by their owners up for foster care, adoption, transfer them to another organization, or euthanize the animal in accordance with the requirements of Florida Statutes. Dogs and cats released from the animal shelter or other animal control facility shall be sterilized in accordance with section 823.15, Florida Statutes prior to the release to foster care or adoption, or if foster care or adoptions has not taken place prior to sexual maturity, within thirty (30) days of sexual maturity. Animals involved in unprovoked biting, attacking, or endangering of people or domestic animals shall not be released for foster care or adoption.

8. Provide sufficient and appropriately equipped certified Animal Control Officers during normal business hours of 8:00A.M. To 5:00P.M. Monday through Friday to enforce the ordinances of Okaloosa County and Florida Statutes. All Animal Control officers shall have successfully completed the minimum standard training course, standards of humane treatment and Florida Law. The certificates of completion for each animal control officer shall be available for inspection during normal business hours at the

offices of the Contractor. The Contractor shall provide to the County a listing of all Animal Control officers providing services under this Agreement.

9. In addition to those services provided during normal business hours, the Contractor shall provide a certified Animal Control Officer to remain on-call, 24 hours a day, seven days a week to respond to emergencies involving injured animals; vicious/aggressive animals that have bitten or inflicted injury on a person or another animal; and animal cruelty cases.

10. Contractor, through its Animal Control Officers shall issue citations against and/or impound animals determined to be in violation of applicable Florida Law; manage the investigation and prosecution of cruelty, abuse, neglect and abandonment cases, including the designation and supervision of dogs classified pursuant to Florida's "Dangerous Dog" statutes.

11. Maintain suitable office hours at the PAWS facility for the purpose of transacting business in connection with their duties, to include but not limited to, receiving stray or animals and handling transactions for redemption or impounded and stray animals. The Contractor shall provide to the County the address and telephone number of all animal control facilities which will be utilized in the performance of any function under this Agreement.

12. Maintain accurate and detailed records of all stray, impounded or owner released animals coming into its custody including dispositions; records of all bite cases and report of investigations; and detailed financial records of all impound fees collected. These records shall be open for inspection by the County and the public during normal business hours. The information included within these records shall be in conformity with the requirements of Florida Law. Monthly animal control activity summaries shall be provided to the County.

13. Provide investigations and reports as required by Florida Law.

14. Provide the County an annual audit of animal control income and expenses performed by an independent certified accountant. The County shall be notified of the name of the independent certified accounting firm performing the audit for each fiscal year. The County shall be emailed a copy of the audit upon completion.

15. Provide a demand/response system which prioritizes incoming animal control calls for services from citizens and other entities and agencies, and dispatches calls to Animal Control Officers in the field. Officers shall respond to calls for service, and when

not actively engaged in answering dispatched calls, shall perform routine patrolling daily of the service area.

### **III. Contractor License**

#### **A. Responsibility for Licensing**

1. It is the sole responsibility of the Contractor, at its own cost, to obtain and maintain any and all licenses, certificates, and permits necessary for it or its employees to carry out the services as set forth in this Contract. The Contractor shall be solely responsible to determine that any subcontractor used under this Agreement has all necessary licenses, certificates and permits as required and that those subcontractors maintain such licenses, certificates and permits at any time they are providing services hereunder. The County agrees to provide all necessary documentation and grants of authority required by Florida Statutes to effectuate the Scope of Services.

2. If at any time during the duration of this Agreement, the Contractor, its employees or its subcontractors, has a license, certificate or permit terminated, revoked, or placed on probation, Contractor shall immediately notify the County of that action, but in no event shall it exceed more than five (5) days of Contractor having received notice.

3. Failure to maintain licenses, permits, and certificates necessary to carry out the services as set forth in this Contract, or notify the County of any termination, revocation, or probation as set forth above, shall be deemed a material breach of this Agreement and subject to immediate termination of this Agreement.

#### **B. Verification of License and Certifications**

1. Contractor must submit copies of all permits, licenses, and certificates it retains on behalf of itself and or its employees necessary to carry out the services as set forth in this Contract. Said copies shall be submitted within ten (10) days of the beginning of this Contract term. In addition, Contractor shall continually provide new and or updated copies of any and all permits, licenses and certificates.

2. All permits, licenses and certificates shall also be maintained at the offices of the Contractor and shall be available for County inspection upon reasonable notice.

### **IV. Staffing**

A. As this Agreement is a service agreement, staffing is of paramount importance. The Contractor will fully staff, operate and perform all current functions of

Animal Control as further identified in the scope of services. Furthermore, Contractor shall provide services using the following standards, as a minimum requirement:

1. The Contractor shall provide, at its own expense, all necessary personnel to provide the services under this Contract. The personnel shall not be employees of or have any contractual relationship with the County.

2. All personnel engaged in performing services under this Agreement shall be fully qualified, and, if required, to be licensed, authorized or permitted under Federal, State and local law to perform such services. Personnel shall also be fully vetted by Contractor prior to hiring, including criminal background checks at both the local and national level. Such documentation shall be available to the County upon reasonable notice.

3. Contractor's staff shall be properly trained to provide all services under this Agreement in a professional and courteous manner. Contractor's staff shall at all times wear name tags that accurately reflect their name.

4. Contractor shall be responsible for providing high quality service to individuals seeking their assistance under the provisions of this Agreement.

5. Contractor shall resolve all complaints as expeditiously as possible and shall take whatever steps are necessary to remedy the cause of a complaint within twenty-four (24) hours after receiving a complaint from an individual or the County regarding services provided under this Agreement.

6. If the County receives a complaint regarding Contractor's service under this Agreement, the complaint shall be immediately forwarded to Contractor by electronic communication.

7. Contractor shall keep a written record of all calls it receives (either directly or through the County) or walk-ins regarding Contractor's service under this Agreement in a format approved by the County. Contractor shall use a standard form to record the pertinent facts regarding each call and how it was resolved. The form shall identify complaints including complainant's name, contact information, the time and date when a complaint was received, when Contractor responded to the complaint, and the date and time when the complaint was resolved. Contractor's records and forms shall be kept up to date and a record of all calls shall be submitted monthly to the County and shall be available for inspection by the County during normal business hours.

8. Contractor shall notify the County regarding any disputes that have not been resolved within forty-eight (48) business hours after receiving the complaint. Contractor may request, and the County may grant, additional time to remedy a complaint when necessary. If a dispute is not resolved to a customer's satisfaction, the County shall have the authority to determine how the dispute will be resolved.

**V. Amount of Agreement/Subject to Appropriations**

A. For the services provided herein, the County shall pay to the Contractor a total amount of Eight Hundred Fourteen Thousand Eighteen Dollars (\$814,018.00) for year one in twelve (12) equal payments on a monthly basis. Payment shall be in arrears for those services provided in the preceding month. In the event both parties agree in writing, this Contract may be extended at an agreed upon term and rate, but neither party shall have the obligation to extend this Contract.

B. All fees and revenues received by the Contractor shall be maintained in discrete revenue accounts separate and distinct from the revenue accounts for any other entity or function of the Contractor and used to determine year-end verification of revenues and expenditures in accordance with this Agreement.

C. The performance by each party of its obligations under this Agreement shall be subject to and contingent upon the appropriations of available funds by the Board of County Commissioner or as otherwise lawfully expendable for the purpose of this Agreement for the current and future periods. In the event the Board declines to appropriate funding for the financial obligations as required in this Agreement, then this Agreement shall be deemed null and void.

**VI. Donations, Grants, and Fines**

A. The Contractor shall issue numbered receipts, keep appropriate records, and account separately for all donations and grants received by Contractor for those services addressed within this Agreement. To the extent that any such donations or grants are received which are related to the provision of these animal control services, the Contractor shall use such donations and or grants only for the benefit of the impounded animals in the unincorporated areas of Okaloosa County.

B. If the Contractor collects any fines on behalf of the County the fines as set forth in the Code, shall be remitted to the County.

**VII. Medical Research**

In no event shall any animals under the care, custody, or control of the Contractor be given, bartered or sold to any medical research company.

**VIII. Duration of Contract**

This Agreement shall be effective upon execution by both parties and shall automatically terminate in one (1) year from that date. This Agreement may be extended on a month-to-month basis for up to one (1) year upon the mutual written agreement of both parties.

**IX. Termination Without Cause**

Either party may terminate this agreement without cause by providing the other party with written notice of termination at least sixty (60) days prior to the date of termination. Contractor shall only be entitled to expenses and costs as set forth in this Agreement through the date of termination.

**X. Termination With Cause**

A. Either party may terminate this Agreement for cause if the other party shall default in the performance of any of its obligations under this Agreement. Default on part of the County shall be failure to issue payment for services rendered within fifteen (15) days after the Contractor provides the County with written notice of said default. Default on part of the Contractor shall include, and not limited to, the occurrence of any one of the following events and same is not corrected to the sole satisfaction of the County within fifteen (15) days after the County provides the Contractor with written notice of said default:

1. Failure to provide food or water for animals in the custody of Contractor.
2. Failure to procure appropriate veterinary care for any sick or injured animal in the custody of the Contractor.
3. Failure to administer euthanasia in a humane manner.
4. Failure to maintain the Facilities in a clean, safe and sanitary manner.
5. Breach of any other term, condition or requirement of this Agreement and/or local, state or federal law or regulation.

B. Upon termination or expiration of this Agreement, the liabilities of the parties shall be limited to the payment of fees and credits incurred or accrued through and including the last effective day of the term of this Agreement. However, should the impoundment of any animal extend beyond the Agreement period, the County shall be responsible for all boarding fees at the rate charged to the general public, medical fees, and disposal fees in the event the animal is euthanized.

**XI. Notice**

A. All notices required by this Contract shall be in writing to the representatives listed below:

1. The authorized representative of the County shall be:

Okaloosa County Public Safety Director or Designee  
90 College Blvd. East  
Niceville, Florida 32570

2. The authorized representative of the Contractor shall be:

Executive Director or Designee  
Panhandle Animal Welfare Society  
752 Lovejoy Road  
Fort Walton Beach, Florida 32548

3. Courtesy copy to:

Contracts & Leases Coordinator  
Okaloosa County Purchasing Department  
602 C North Pearl St.  
Crestview, FL 32536  
850-689-5960/850-689-5998 (FAX)

DeWitt D. Clark, Esq.  
Anchors Smith Grimsley, PLC  
909 Mar Walt Dr., Suite 1014  
Fort Walton Beach, FL 32547

B. Any party shall have the right, from time-to-time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

## **XII. Compliance with the Law**

In providing all services pursuant to this agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this Contract and shall entitle the County to terminate this Contract immediately upon delivery of written notice of termination to the Contractor. The Contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Contract.

## **XIII. Governing Law & Venue**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa

County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

**XIV. Public Records & Animal Control Management Information System**

A. Contractor acknowledges that as it is performing services on behalf of the County, that it is subject to the Florida Public Records Law. The Contractor shall maintain all records generated and received as part of its services under this Contract in accordance with the Florida Public Records Act, Chapter 119, Florida Statutes. At a minimum, Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services;
2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes 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;
4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County;
5. Notify the County any and every time it receives a public records request pertaining to services provided under this Contract, and copy the County on all responses to public records requests.

B. Failure of Contractor to comply with a public records request, including within a reasonable time period, will be considered a breach under this Agreement and may result in termination of the Agreement.

C. Contractor shall be responsible for complying with all reporting requirements in accordance with the law, including but not limited to, sec. 823.15, Florida Statutes, and any and all Drug Enforcement Administration recording requirements. In addition, Contractor shall provide a monthly report to the County, setting forth the number of animals impounded within that time period, the total number of animals at the shelter, any quarantines and the reasoning for the quarantines, and any medical treatments.

D. Any and all records and reports required to be maintained in accordance with this Agreement shall be available upon the written request of the County within a reasonable time but under no circumstances more than ten (10) business days from request. Failure of Contractor to make available those records may result in an administrative assessment being imposed against Contractor to offset the cost of the administrative costs. More particularly:

1. Contractor acknowledges that it is difficult, if not impossible, for the County to ascertain the administrative costs which could occur as a result of Contractor's failure to provide records and reports to the County within a reasonable time upon a written request. As such, the County may impose an administrative assessment in the amount of \$50 per day for failure to provide records and/or reports requested within ten (10) business days from the initial request.

2. The County shall notify the Contractor in writing at least ten (10) days in advance of the County's intent assess liquidated damages and to deduct liquidated damages for failure to provide records from payments due or to become due to Contractor.

3. In the event the Contractor wishes to contest the imposition of the administrative assessment, the Contractor shall, within five (5) business days after receiving the notice of assessment, request in writing an opportunity to be heard by the County. The County shall meet with Contractor as soon as practical and determine whether there are circumstances which mitigate or justify not imposing the administrative assessment. In the event the Contractor wishes to contest the County's decision, the Contractor shall, within five (5) Days after being heard by the County, request in writing an opportunity to be heard by the County Administrator. The County Administrator shall meet with the Contractor as soon as practical and make a decision regarding the assessment(s). The decision of the County Administrator will be final.

4. The Contractor expressly waives and relinquishes any right to characterize the administrative assessment as a penalty. The Contractor agrees that the administrative assessment established herein represent a fair and reasonable estimate of the County's administrative cost resulting from the Contractor's failure to provide the records within a reasonable time. The administrative assessment shall be deducted from the payment to the Contractor.

**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 OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON RD., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

**XV. Assignment**

Contractor may not assign his interest in this Contract without the express written consent of the County, which will not be unreasonably withheld.

**XVI. Disclosure and Conflict of Interest**

- A. The Contractor represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Contract, as provided in Sec. 112.311, et. seq., Florida Statutes.
- B. Upon execution of this Contract, and thereafter as changes may require, the Contractor shall notify the County of any financial interest it may have in any and all contracts with Okaloosa County.

**XVII. Financial Responsibility**

Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

**XVIII. Taxes**

The County is exempt from payment of Florida State Sales and Use taxes. The Contractor shall not be exempt solely by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor is the Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for any and all taxes, assessments, or payments of withholdings, related to services rendered under this Contract.

**XIX. Inspection of Books and Facilities/Audit/Accounting**

- A. Contractor shall keep and maintain all books, records, and documents directly pertaining to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The County and its authorized representatives shall have reasonable and timely access to such records of the Contractor for public records purposes during the term of this Agreement and for five (5) years following the termination of this Agreement.

B. If an auditor employed by the County or Clerk determines that monies paid to the Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to section 55.03, Florida Statutes, running from the date the monies were paid to Contractor.

C. In addition, the Contractor shall, at its expense, provide the County with an annual audit prepared by an independent Certified Public Accountant; said audit shall conform to generally acceptable auditing standards and shall be submitted to the County within one hundred twenty (120) days following the close of the Contractor's fiscal year. If this Agreement is terminated early, the County has a right to demand an accounting of all funds held by the Contractor.

D. In addition to an independent auditor, the County when it deems proper, may internally audit the Contractor through any mechanism it deems proper, including but not limited to establishing a committee at which Contractor will be responsible to appear before and provide any and all necessary records.

E. The Contractor shall also allow the County to inspect the Contractor's property, facilities or vehicles at any reasonable time, during regular business hours.

F. In addition, the County shall inspect the premises at least four (4) times annually, during regular business hours.

**XX. Indemnification and Hold Harmless**

Contractor agrees to indemnify and hold the County, its officers, agents, and employees harmless from any liability, loss or damage that Contractor, Contractor's employees, Contractor's agents and employees, Contractor's volunteers may have and/or may cause in performance of this Agreement. The parties further agree that nothing contained herein is intended to and shall not be construed as a waiver of the County's right and immunities under Section 768.28, Florida Statutes, or any other law as amended from time-to-time. Should legal action be brought against the County for services to be performed or which have been performed or should have been performed by Contractor under the terms of this Agreement, Contractor shall indemnify the County for costs and expenses to defend said suit, including attorney's fees and costs.

**XXI. Insurance Requirements**

A. Insurance Requirements

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.

2. All insurance policies shall be with insurers licensed to do business in the State of Florida.

3. All insurance shall include the County as an Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. The amount of the Contractor's liability under this policy shall not be reduced by the existence of such other insurance.

4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Worker's Compensation and Professional Liability.

5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsement for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County and the Contractor.

6. The County shall retain the right to reject all insurance contracts that do not meet the requirements of this Agreement. Further, the County reserves the right to change these insurance requirements within 60-day notice to Contractor.

7. The insurance definition of Insured or Additionally Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.

8. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

9. The designation of Contractor shall include any associated or subsidiary company which his involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

11. The Contractor shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for services provided in relation to this Contract, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall

require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County.

12. Such insurance shall comply with the Florida Workers' Compensation Law.

13. No class of employee, including the Contractor, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

14. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.

15. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.

16. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

17. Commercial General Liability coverage shall be endorsed to include the following:

- a. Premises – Operation Liability;
- b. Occurrence Bodily Injury and Property Damage Liability;
- c. Independent Contractor's Liability;
- d. Completed Operations and Products Liability.

18. Contractor shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of the contract. The insurance required shall be written for not less than the following, or

greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

Contractor shall maintain the following limits of coverage:

- a. Worker's Compensation
  - (i) State Statutory
  - (ii) Employer's Liability \$100,000 each accident
  
- b. Business Automobile & Commercial General Liability Insurance \$1,000,000 each occurrence (A combined single limit)
  
- c. Personal and Advertising Injury \$250,000
  
- d. Professional Liability \$1,000,000 each occurrence (A combined single limit)

19. The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

20. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractors in the performance of this contract.

21. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 602-C North Pearl Street, Crestview, Florida 32536.

22. All policies shall expressly require thirty (30) days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.

23. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and satisfactory character of the Insurer. The County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

24. All deductibles or SIRs, whether approved by Okaloosa county or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.

25. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible of SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible of SIR.

26. Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

27. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this Contract.

28. Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

29. The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

30. The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

## **XXII. Independent Contractor**

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, not any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible

for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

**XXIII. Equal Employment Opportunity; Non Discrimination**

Contractor will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

**XXIV. Third Party Beneficiary**

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

**XXV. Entire Contract & Waiver**

A. This Contract contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

B. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereto shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

**XXVI. Severability**

If any portion of this Agreement shall be determined by a court of competent jurisdiction to be invalid, then the remaining terms of the Agreement shall remain in full force and effect as if the invalid provision had not been included as part of the Agreement.

**XXVII. Miscellaneous.**

**Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized

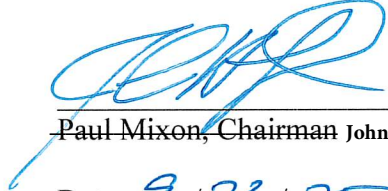
Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "A". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**United States-Produced Iron and Steel (s. 255.0993, Fla. Stat.).** Any iron or steel product permanently incorporated into the project must be produced in the United States.

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

OKALOOSA COUNTY



~~Paul Nixon, Chairman~~ John Hofstad, County Administrator

Date: 9 / 23 / 25

ATTEST:

Brad E. Embry, Clerk of Circuit Court

PANHANDLE ANIMAL WELFARE  
SOCIETY

Tracey Kinsley, Executive Director

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

WITNESSES

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

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

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

OKALOOSA COUNTY

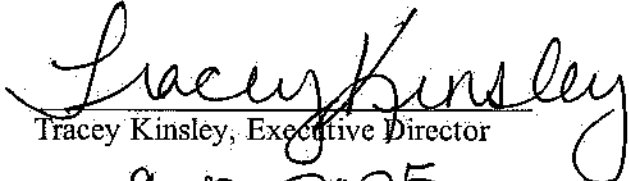
\_\_\_\_\_  
Paul Mixon, Chairman

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

ATTEST:

\_\_\_\_\_  
Brad E. Embry, Clerk of Circuit Court

PANHANDLE ANIMAL WELFARE  
SOCIETY

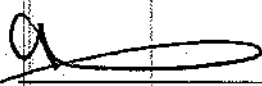
  
\_\_\_\_\_  
Tracey Kinsley, Executive Director

Date: 9/22/2025

WITNESSES

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

By:

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

By:

Attachment "A"

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate (PAWS) Tracey Kinsley, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: 9/22/2025  
COMPANY: PAWS  
ADDRESS: 752 Lovejoy Rd  
Fort Walton Beach,  
FL 32548  
PHONE NO.: 850-243-1525

SIGNATURE: Tracey Kinsley  
NAME: Tracey Kinsley  
(Typed or Printed)  
TITLE: Executive Director  
E-MAIL: traceyk@paws-shelter.org

**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

**DIRECTIONS:** All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Okaloosa County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s. 787.06(13), Florida Statutes effective July 1, 2024.

I Tracey Kinsley (insert name) as Executive Director (insert title) on behalf of PAWS (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. PAWS (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, PAWS (insert entity name) does not participate in any of the following actions:
  - a. Using or threatening to use physical force against any person;
  - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - e. Causing or threatening to cause financial harm to any person;
  - f. Enticing or luring any person by fraud or deceit; or
  - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

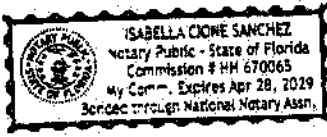
Signature: Tracey Kinsley  
 Printed Name: Tracey Kinsley  
 Title: Executive Director  
 Nongovernmental entity: PAWS  
 Date: 9/22/2025

STATE OF Florida  
COUNTY OF Okaloosa

SWORN TO AND SUBSCRIBED before me  in person or \_\_\_\_\_ remote notarization by Tracey  
as Executive Director on behalf of PAWS, who is personally known to me by  
who produced \_\_\_\_\_ as identification this 22nd day of September 2025

[Signature]  
Notary Public

(Notary Seal)



# AGENDA ITEM

Agenda Item 11.4.

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

**FROM:** Shawn Lindsey, Public Works Director

**DATE:** October 6, 2025

**SUBJECT:** Mary Esther Boulevard Landscaping Project Update

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## **BACKGROUND:**

The City Council initiated landscaping improvements on Mary Esther Boulevard to enhance the city's appearance. Following recent state paving work, the irrigation system had to remain inactive for over a year, resulting in significant damage to the landscaping. City staff subsequently requested a Joint Agreement with the State to secure funding for new irrigation infrastructure and landscaping of the medians. Kimley-Horn Engineering was selected for the project and has developed plans after consulting with the City Council. Council feedback included recommendations to avoid palm trees and utilize native plantings for ease of maintenance and continued beautification. The completed plans have now been reviewed and approved by FDOT. The project design is now 100% complete.

## **DISCUSSION:**

The final plan incorporates Council feedback, FDOT requirements, and staff recommendations to ensure ease of ongoing maintenance. The package includes AI-generated illustrations of typical layouts referenced in the plans; while not exact, these visuals provide a general sense of projected outcomes across various sections. The revised budget and construction documents are now fully funded by FDOT, with the City responsible only for engineering (already approved) and ongoing maintenance after the first year of establishment.

Previously, the Council indicated it did not wish to fund a professional rendering of the medians. However, now that FDOT has increased its commitment from a 50% grant to 100% funding for construction, staff believe it may be worthwhile to invest \$7,500 in a professional rendering. This rendering would provide a clear, shared understanding of the final appearance for Council, staff, and the public, and could be used to generate excitement and support for the project. This decision remains at the Council's discretion.

Charlie Johnson, the landscape architect with Kimley-Horn, will be available at the meeting to answer any questions from Council.

## **FINANCIAL IMPACT:**

Construction is fully funded by FDOT. The City is responsible for engineering costs (already approved) and ongoing maintenance after the first year of establishment. The proposed rendering would be an additional City expense of \$7,500, subject to Council approval.

**RECOMMENDATION:**

Staff recommends accepting the 100% complete plans and authorizing the expenditure of \$7,500 for a professional rendering of the median landscaping, should Council wish to proceed.

**ATTACHMENT(S):**

1. FDOT Comments
2. Kimley Horn - Response to FDOT Comments
3. Kimley Horn - Opinion of Probable Costs
4. Kimley Horn - Construction Documents
5. Kimley Horn - AI Renderings

## Permit # 2025-L-390-00002 DLA notes

1. Please add Turf Care notes to the Maintenance Plan.
2. I see some RED notes on the Plan set. I presume those to be QC comments.
3. On the Demo plans, you may want to clarify if the entire medians are being excavated to 18" depth or just the areas of trees and shrubs.
4. We've had a hard time finding Tulip Poplar for our recent FDOT projects.
5. I know Blue Flag as a wetland plant. Please confirm if this is the intended plant.
6. We've been having a hard time maintaining Azaleas on FDOT projects. It's great color when it works, but in the median environment it will be difficult to cultivate.
7. I recommend Centipede Sod instead of Argentine Bahia in the locations where sod is proposed. I also recommend connecting the smaller portions of sod to make these areas easier to mow (L1.03 for instance). A 3'-4' minimum width of sod makes for an easier mow.
8. Please confirm the plant proposed at STA 14+00 (I can't tell what that hatch is . . .)
9. Please add a General Note that states the District Landscape Architect will approve the plant materials for this project. (It would also be great if KH was able to secure some Post-design services to provide construction phase services to include irrigation system punch out.)
10. Please be certain that the City can maintain this many shrubs. It may be wise to increase the amount of sod in certain areas where off-tracking may occur, especially near turn lanes (L1.05 and L1.06 for instance).
11. Our experience tells us that we'll get some push back on the plantings on the pork chop island on L1.09. Regardless of the LOCS compliance, drivers are used to having a long view at this intersection. And when the Dwarf Yaupon grows, there could be a perceived sight issue. How about using a smaller bed in the middle of turf?
12. I'll recommend you indicate where the details on L1.51 are to be used. And some of the other Typical details don't seem relevant (slope plantings, tree protection, etc.). And please note where the Root Barrier is intended.
13. Our experience tells us that you should please confirm that the existing wells and pumps are in working order to provide the Performance requirements. Your Irrigation General Note #1 is something you may want to investigate during design.
14. Confirm also if a new pump is being installed in the existing wells. Well Notes also seem to conflict with each other on the intent to use the existing wells.
15. If the project can afford it, and if there is room (clear zone/LOCS) for it, I'll recommend the use of the pump in a box package that we've used across the District. Makes for easier care and installation of the pump and well components.

16. Please add a Rain/Freeze/Wind sensor to the irrigation control system.
17. I don't see the Irrigation Controller in the Legend and confirm its location and mounting, etc.
18. We recommend Tier 8/traffic rated valve/splice boxes in median locations.
19. Please also add the District standard Irrigation Sleeve curb markers to the Plans and detail on L2.51, #11.
20. Please consider including the District's Utility Coordinators to help ensure access to Power for the irrigation system.

## SUMMARY OF PLAN UPDATES

To: Shawn Lindsey, City of Mary Esther  
From: Charlie Johnson, Kimley-Horn and Associates, Inc.  
Date: Tuesday, September 23, 2025  
Subject: Mary Esther Boulevard Median Plantings – Summary of Plan Updates

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*The following is a summary of updates to the planting plans based upon plans review by the Florida Department of Transportation (FDOT) and input from the City.*

- Plans were submitted to FDOT through the One Stop Permitting (OSP) as part of the JPA application; plan comments were then provided by the District Three Landscape Architect which influenced a number of changes; for reference, attached are the comments provided by FDOT
- Sod was changed from Zoysia to Centipede per guidance by FDOT; Centipede has lower maintenance needs such as reduced mowing and fertilization; long term cost savings will be realized regarding maintenance; short term costs should be reduced for purchase and install
- Azalea quantities were reduced due to concerns of availability in quantities desired; a noted limitation of availability led to a change to a variety that has higher availability and produces more blooms
- Along with the reduction of azaleas, the addition of Coontie was provided to boost the use of a native species in Florida; additionally, the Coontie is evergreen and has year-round appeal
- Costs have been reduced from previous plans due to an increase in plant spacing which allows more growing room to a healthy size; additionally, an increase in sod areas was provided to better match with maintenance capacity
- Additional changes to plans include
  - Removal of Tulip Poplars due to limited availability
  - Removal of thin sod strips along the outer edges of the medians to increase safety of mowing alongside travel lanes as well as increase ease of access for maintenance
  - Added rain sensor to irrigation system to ensure efficient irrigation and water use

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
<b>SITE WORK PAY ITEMS</b>					
1	MOBILIZATION (10% of overall cost)	LS	1	\$ 30,200	\$ 30,200
2	SEDIMENT BARRIER AND PROTECTION (SILT FENCE)	LF	8,000	\$ 3	\$ 24,000
3	INLET PROTECTION SYSTEM	EA	19	\$ 236	\$ 4,484
4	CLEARING & GRUBBING	AC	0.90	\$ 50,000	\$ 45,000
5	EARTHWORK / EXCAVATION	CY	2,223	\$ 14	\$ 31,122
6	IRRIGATION SYSTEM	SF	36,675	\$ 2.00	\$ 73,350
<b>SITE WORK SUBTOTAL</b>					<b>\$ 208,156</b>
<b>LANDSCAPE IMPROVEMENTS PAY ITEMS</b>					
1	1 YEAR MAINTENANCE PERIOD	EA	12	\$ 500	\$ 6,000
2	ROOT BARRIER - 24"	LF	13	\$ 12	\$ 156
3	MAGNOLIA GRANDIFLORA 'LITTLE GEM' - LITTLE GEM MAGNOLIA - 4" CAL.	EA	2	\$ 1,425	\$ 2,850
5	QUERCUS SHUMARDII - SHUMARD OAK - 4" CAL.	EA	3	\$ 975	\$ 2,925
4	QUERCUS VIRGINIANA - HIGH RISE LIVE OAK - 4" CAL.	EA	1	\$ 1,800	\$ 1,800
6	QUERCUS VIRGINIANA - HIGH RISE LIVE OAK - 6" CAL.	EA	6	\$ 4,800	\$ 28,800
7	LAGERSTROEMIA INDICA X FAURIEI 'NATCHEZ'- 2" CAL.	EA	7	\$ 405	\$ 2,835
8	ILEX VOMITORIA 'NANA' - DWARF YAUPON HOLLY - 7 GALLON	EA	26	\$ 45	\$ 1,170
9	LIGUSTRUM SINENSE 'SUNSHINE' - SUNSHINE LIGUSTRUM - 7 GALLON	EA	215	\$ 45	\$ 9,675
11	RHODODENDRON 'RED FROMOSA' - SOUTHERN INDICA HYBRID AZALEA	EA	82	\$ 36	\$ 2,952
12	VIBURNUM OBOVATUM 'WHORLED CLASS' - DWARF WALTER'S VIBURNUM - 3 GALLON	EA	150	\$ 19	\$ 2,813
14	ZAMIA FLORIDANA - FLORIDA COONTIE - 3 GALLON	EA	293	\$ 41	\$ 11,867
13	MISCANTHUS SINENSIS 'ADAGIO' - ADAGIO EULALIA GRASS - 3 GALLON	EA	109	\$ 22	\$ 2,387
10	MUHLENBERGIA CAPILLARIS - PINK MUHLY GRASS - 3 GALLON	EA	249	\$ 18	\$ 4,482
15	AGAPANTHUS AFRICANUS - LILY OF THE NILE - 1 GALLON	EA	1,190	\$ 7	\$ 8,033
16	ARACHIS GLABRATA - PERENNIAL PEANUT - 1 GALLON	EA	1,154	\$ 5	\$ 6,059
17	DIANELLA TASMANICA 'VARIEGATA' - VARIEGATED FLAX LILY - 1 GALLON	EA	851	\$ 7	\$ 5,744
18	LIRIOPE MUSCARI 'BIG BLUE' - BIG BLUE LILYTURF - 1 GALLON	EA	1,464	\$ 11	\$ 15,372
19	TULBAGHIA VIOLACIA - SOCIETY GARLIC - 1 GALLON	EA	2,030	\$ 5	\$ 10,658
22	EMEROCHLOA OPHIUROIDES - CENTIPEDE SOD - SOD	SF	13,005	\$ 1	\$ 7,803
20	3" DEPTH PINE BARK MULCH	SF	36,675	\$ 1	\$ 36,675
21	18" AMENDED TOP SOIL	SF	36,675	\$ 2	\$ 73,350
<b>SITE IMPROVEMENTS SUBTOTAL</b>					<b>\$ 244,404</b>
				<b>SUBTOTAL:</b>	<b>\$ 453,000</b>
				<b>CONTINGENCY (20%):</b>	<b>\$ 90,600</b>
				<b>TOTAL:</b>	<b>\$ 543,600</b>

NOTES:

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

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

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# 100% CONSTRUCTION DOCUMENTS

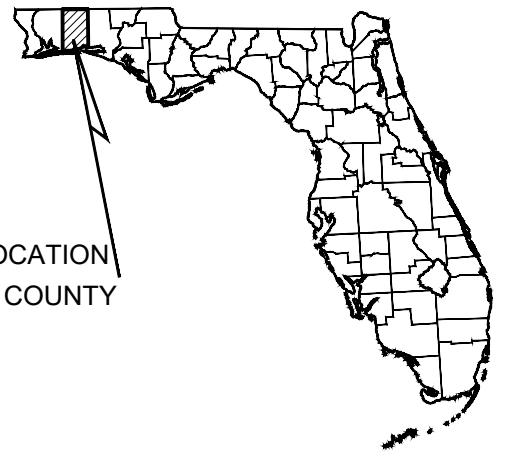
## FOR CITY OF MARY ESTHER OKALOOSA COUNTY, FL

SUBMITTAL DATE: SEPTEMBER 2025

**CONTRACTOR NOTICE 2023 (effective July 2023)**

The Contractor & Owner will be held accountable during construction for all site improvements. Compliance with Florida Statutes 553.5041 (F.S.), and the **2020 Florida Building Code, Accessibility, 8th Edition (FBC-A)**, is mandatory. If non-compliant at final inspection, contractor will be required to modify construction to comply with F.S. and FBC-A. The following items take precedence and supersede other site details on drawings:

1. ACCESSIBLE PARKING spaces shall be located on an accessible route no less than 44" wide so that users will not be compelled to walk or wheel behind parked vehicles expect behind his or her own vehicle. §208.1 and §502.3, FBC-A and F.S. 553.5041.
  2. ACCESSIBLE PARKING spaces and access aisles serving a particular building shall be located on the shortest accessible route from the accessible (H/C) parking to an accessible entrance. §208.3.1 FBC-A and F.S. 553.5041 (5)(b).
  3. ACCESSIBLE PARKING spaces shall be 12' wide, and outlined with blue paint. §502.2 and 502.6, FBC-A
  4. ACCESS AISLES required adjacent to parking spaces shall be 5' wide with diagonal striping. §502., FBC-A
  5. ACCESSIBLE PARKING and access aisles shall be level (not to exceed 1:48) on a stable, firm & slip resistant surface. Re: §302.1, §502.3, FBC-A
  6. ACCESSIBLE PARKING signs shall be FDOT approved and shall read "PARKING BY DISABLED PERMIT ONLY" and shall indicate a \$250 fine for illegal use. Install signs a minimum 60" (inches) from the ground to the bottom of the sign(s). Re: §502.6 and F.S. 553.5041.
  7. CURB RAMPS shall not exceed 1:12 slope, and curb ramp flares shall not exceed 1:10 slope. Curb ramps and flared sides shall not encroach upon parking spaces, access aisles, or vehicular traffic lanes. The counter slope adjacent road surfaces & gutters shall not exceed 1:20. Re: §405.2, §406., FBC-A
  8. CURB RAMPS shall have a landing with a minimum clear length of 36" shall be located at the top side of each curb ramp, a clear width at least as wide as the curb ramp (excluding flared sides) leading to it. Excepting: for alterations, where there is no landing, curb ramp flares shall be provided, and shall not be steeper than 1:12 slope. Re: §406, FBC-A
  9. ALL RAMPS with a rise greater than 6" shall provide edge protection complying with §405.9 FACBC. Ramps shall have 60° min level landings at the top & bottom. Re: §405.7.
  10. ALL RAMPS with a rise greater than 6" shall have handrails on both sides with 12" horizontal extensions at the top & bottom of the ramp. Re: §1010.9 FBC-B (Florida Building Code - Building) and §505.10 FBC-A.
  11. ACCESSIBLE ROUTES to "main entry" from an accessible parking space, and from the "public way", shall not exceed 1:20 slope (unless ramps, handrails with proper extensions are provided with cross slope not in excess of 1:48. Re: §206, §402 and §403., FBC-A.
  12. \*Connect buildings within the same site with an accessible route which shall not exceed 1:20 slope (unless ramps and handrails are provided) and a maximum cross slope of 1:48. Re: §FBC-A.
- \* **EXCEPTION:** An accessible route shall not be required between accessible buildings, accessible facilities, accessible elements, and accessible spaces if the only means of access between them is a vehicular way not providing pedestrian access. Re: §206.2.2 FBC-A



PROJECT LOCATION  
OKALOOSA COUNTY



VICINITY MAP  
NTS

PROJECT LOCATION



### PROJECT TEAM

<p><b>CLIENT</b> CITY OF MARY ESTHER 195 N. CHRISTOBAL ROAD MARY ESTHER, FL 32569 PHONE: (850) 243-3566 CONTACT: SHAWN LINDSEY, DIRECTOR OF PUBLIC WORKS</p>	<p><b>LANDSCAPE ARCHITECT</b> KIMLEY-HORN AND ASSOCIATES, INC. 2619 CENTENNIAL BLVD., SUITE 200 TALLAHASSEE, FL 32308 PHONE: (850) 553-3500 CONTACT: CHARLES A. JOHNSON, PLA, ASLA</p>
<p><b>CIVIL ENGINEER</b> KIMLEY-HORN AND ASSOCIATES, INC. 120 RICHARD JACKSON BLVD #230 PANAMA CITY BEACH, FL 32407 PHONE: (850) 553-3522 CONTACT: ERIN STEWART, P.E.</p>	

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C2.00 - C2.02	DEMOLITION, EROSION AND SEDIMENT CONTROL PLAN
C3.00 - C3.01	EROSION CONTROL DETAILS
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No.	REVISIONS	DATE	BY

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2619 CENTENNIAL BOULEVARD, SUITE 200  
TALLAHASSEE, FL 32308 PHONE: 850-553-3500  
WWW.KIMLEY-HORN.COM

KHA PROJECT 142199005
DATE 9/23/2025
SCALE AS SHOWN
DESIGNED BY MLW
DRAWN BY MLW
CHECKED BY CAJ

MARY ESTHER BOULEVARD  
MEDIAN LANDSCAPING

PREPARED FOR  
THE CITY OF MARY ESTHER

MARY ESTHER FL

LICENSED PROFESSIONAL

\_\_\_\_\_

DATE:

COVER SHEET

SHEET NUMBER

C0.00

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**GENERAL CONSTRUCTION NOTES**

1. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION) AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK, AND, UNLESS OTHERWISE NOTED, ALL WORK SHALL CONFORM AS APPLICABLE TO THESE STANDARDS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
3. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE COMMENCING ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. AN APPROXIMATE LIST OF THE UTILITY COMPANIES WHICH THE CONTRACTOR MUST CALL BEFORE COMMENCING WORK IS PROVIDED ON THE COVER SHEET OF THESE CONSTRUCTION PLANS. THIS LIST SERVES AS A GUIDE ONLY AND IS NOT INTENDED TO LIMIT THE UTILITY COMPANIES WHICH THE CONTRACTOR MAY WISH TO NOTIFY.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, GEOTECHNICAL REPORT AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
7. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
8. ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.
11. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.
12. ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.
14. ANY CONSTRUCTION ADJACENT TO A WETLAND AREA SHALL BE PERFORMED FROM THE UPLAND SIDE OF THE AREA. CONSTRUCTION ENCROACHMENT INTO A WETLAND AREA IS NOT ALLOWED UNLESS PERMITTED BY THE JURISDICTIONAL AGENCY.
15. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE CURRENT FDOT DESIGN STANDARD INDEX (SERIES 600) AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

**DEMOLITION NOTES**

1. ALL MATERIAL REMOVED FROM THIS SITE BY THE CONTRACTOR SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER.
2. REFER TO THE TOPOGRAPHIC SURVEY FOR ADDITIONAL DETAILS OF EXISTING STRUCTURES, ETC., LOCATED WITHIN THE PROJECT SITE. UNLESS OTHERWISE NOTED, ALL EXISTING BUILDINGS, STRUCTURES, SLABS, CONCRETE, ASPHALT, DEBRIS PILES, SIGNS, AND ALL APPURTENANCES ARE TO BE REMOVED FROM THE SITE BY THE CONTRACTOR AND PROPERLY DISPOSED OF IN A LEGAL MANNER AS PART OF THIS CONTRACT. SOME ITEMS TO BE REMOVED MAY NOT BE DEPICTED ON THE TOPOGRAPHIC SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE FULL EXTENT OF ITEMS TO BE REMOVED. IF ANY ITEMS ARE IN QUESTION, THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO REMOVAL OF SAID ITEMS.
3. THE CONTRACTOR SHALL REFER TO THE DEMOLITION PLAN AND TREE INVENTORY PLAN FOR DEMOLITION/PRESERVATION OF EXISTING TREES. ALL TREES NOT SPECIFICALLY SHOWN TO BE PRESERVED OR RELOCATED SHALL BE REMOVED AS A PART OF THIS CONTRACT. TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO ANY DEMOLITION.
4. CONTRACTOR SHALL ADJUST GRADE OF ANY EXISTING UTILITIES TO REMAIN.
5. CONTRACTOR IS REQUIRED TO OBTAIN ALL DEMOLITION PERMITS.

**RECORD DRAWINGS**

1. CONTRACTOR SHALL PROVIDE TO THE ENGINEER AND OWNER A MINIMUM OF 3 HARD COPIES OF A PAVING, GRADING AND DRAINAGE RECORD DRAWING AND A SEPARATE UTILITY RECORD DRAWING, AS WELL AS BOTH IN AUTOCAD 2015 OR LATER, BOTH PREPARED BY A FLORIDA REGISTERED SURVEYOR. THE RECORD DRAWINGS SHALL VERIFY ALL DESIGN INFORMATION INCLUDED ON THE DESIGN PLANS OF THE SAME NAME.

**PAVING, GRADING AND DRAINAGE NOTES**

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN JURISDICTION'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR COUNTY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR FDOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS.
2. ALL UNPAVED AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED.
3. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
4. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
5. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED UNLESS INDICATED OTHERWISE ON THE LANDSCAPE PLAN.
6. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
7. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
8. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.
9. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
10. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE DESIGN ENGINEER PRIOR TO ANY EXCAVATION.
11. STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.
12. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT, AS DETERMINED BY THE ENGINEER, SHALL GOVERN.

13. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED OR SEEDDED AS SPECIFIED IN THE PLANS, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED OR SEEDDED AND MULCHED AS SHOWN ON THE LANDSCAPING PLAN.
14. ALL CUT OR FILL SLOPES SHALL BE 3 (HORIZONTAL) :1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
16. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTER 17-302, FLORIDA ADMINISTRATIVE CODE.
17. SOD, WHERE CALLED FOR, MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETING FINAL GRADING, AND AT ANY OTHER TIME AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.
18. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.

SEE C0.11 FOR GENERAL NOTES CONTINUED....



No.	REVISIONS	DATE	BY

**Kimley»Horn**

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 TALLAHASSEE, FL 32308 PHONE: 850-553-3500  
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KHA PROJECT 142199005
DATE 9/23/2025
SCALE AS SHOWN
DESIGNED BY MLW
DRAWN BY MLW
CHECKED BY CAJ

**MARY ESTHER BOULEVARD  
 MEDIAN LANDSCAPING**

PREPARED FOR  
**THE CITY OF MARY ESTHER**

FL DATE: \_\_\_\_\_

LICENSED PROFESSIONAL

\_\_\_\_\_

**GENERAL NOTES**

SHEET NUMBER

**C0.10**

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**MAINTENANCE**

ALL MEASURES STATED ON THE EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.
2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED AND RESEEDED AS NEEDED. FOR MAINTENANCE REQUIREMENTS REFER TO SECTION 981 OF THE STANDARD SPECIFICATIONS.
3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
6. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 55 CUBIC YARDS / ACRE.
7. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN 2 CALENDAR DAYS FOLLOWING THE INSPECTION.

**WATER AND SEWER UTILITY NOTES**

1. THE CONTRACTOR SHALL CONSTRUCT GRAVITY SEWER LATERALS, MANHOLES GRAVITY SEWER LINES AND DOMESTIC WATER AND FIRE PROTECTION SYSTEM AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL AND COMPLETE ACCORDANCE WITH THE SHOWN, DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS AND JURISDICTIONAL AGENCY REQUIREMENTS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
2. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS FOR UTILITY LOCATION AND COORDINATION IN ACCORDANCE WITH THE NOTES CONTAINED IN THE GENERAL CONSTRUCTION SECTION OF THIS SHEET.
3. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.
4. DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS. SECURELY CLOSE ALL OPEN ENDS OF PIPE AND FITTINGS WITH A WATERTIGHT PLUG WHEN WORK IS NOT IN PROGRESS. THE INTERIOR OF ALL PIPES SHALL BE CLEAN AND JOINT SURFACES WIPED CLEAN AND DRY AFTER THE PIPE HAS BEEN LOWERED INTO THE TRENCH. VALVES SHALL BE PLUMB AND LOCATED ACCORDING TO THE PLANS.
5. ALL PHASES OF INSTALLATION, INCLUDING UNLOADING, TRENCHING, LAYING AND BACK FILLING, SHALL BE DONE IN A FIRST CLASS WORKMANLIKE MANNER. ALL PIPE AND FITTINGS SHALL BE CAREFULLY STORED FOLLOWING MANUFACTURER'S RECOMMENDATIONS. ENDS OF STORED PIPES SHALL REMAIN COVERED UNTIL INSTALLATION. CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE COATING OR LINING IN ANY D.I. PIPE FITTINGS. ANY PIPE OR FITTING WHICH IS DAMAGED OR WHICH HAS FLAWS OR IMPERFECTIONS WHICH, IN THE OPINION OF THE ENGINEER OR OWNER, RENDERS IT UNFIT FOR USE, SHALL NOT BE USED. ANY PIPE NOT SATISFACTORY FOR USE SHALL BE CLEARLY MARKED AND IMMEDIATELY REMOVED FROM THE JOB SITE, AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
6. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLES BEING BROUGHT ON SITE.
7. ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACK FILLED IN ACCORDANCE WITH THE GOVERNING JURISDICTIONAL AGENCY'S SPECIFICATIONS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
8. UNDERGROUND LINES SHALL BE SURVEYED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR PRIOR TO BACK FILLING.
9. CONTRACTOR SHALL PERFORM, AT HIS OWN EXPENSE, ANY AND ALL TESTS REQUIRED BY THE SPECIFICATIONS AND/OR ANY AGENCY HAVING JURISDICTION. THESE TESTS MAY INCLUDE, BUT MAY NOT BE LIMITED TO, INFILTRATION AND EXFILTRATION, TELEVISION INSPECTION AND A MANDREL TEST ON GRAVITY SEWER. A COPY OF THE TEST RESULTS SHALL BE PROVIDED TO THE UTILITY PROVIDER, OWNER AND JURISDICTIONAL AGENCY AS REQUIRED.

**EROSION CONTROL NOTES**

1. THE CONTRACTOR SHALL PROVIDE A STORMWATER POLLUTION PREVENTION PLAN ("SWPPP") AND NPDES PERMIT.
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.
5. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
6. THE CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
7. CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
8. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
9. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
11. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
12. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THE PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.
13. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY CEASED.
14. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED IN THESE AREAS. REFER TO SECTION 981 OF THE STANDARD SPECIFICATIONS FOR SEEDING AND MAINTENANCE REQUIREMENTS.
15. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
16. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED AS SOON AS POSSIBLE.
17. ON-SITE & OFF SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
18. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
19. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.
20. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACK FILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.



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KHA PROJECT 142199005
DATE 9/23/2025
SCALE AS SHOWN
DESIGNED BY MLW
DRAWN BY MLW
CHECKED BY CAJ

**MARY ESTHER BOULEVARD  
 MEDIAN LANDSCAPING**

PREPARED FOR  
**THE CITY OF MARY ESTHER**

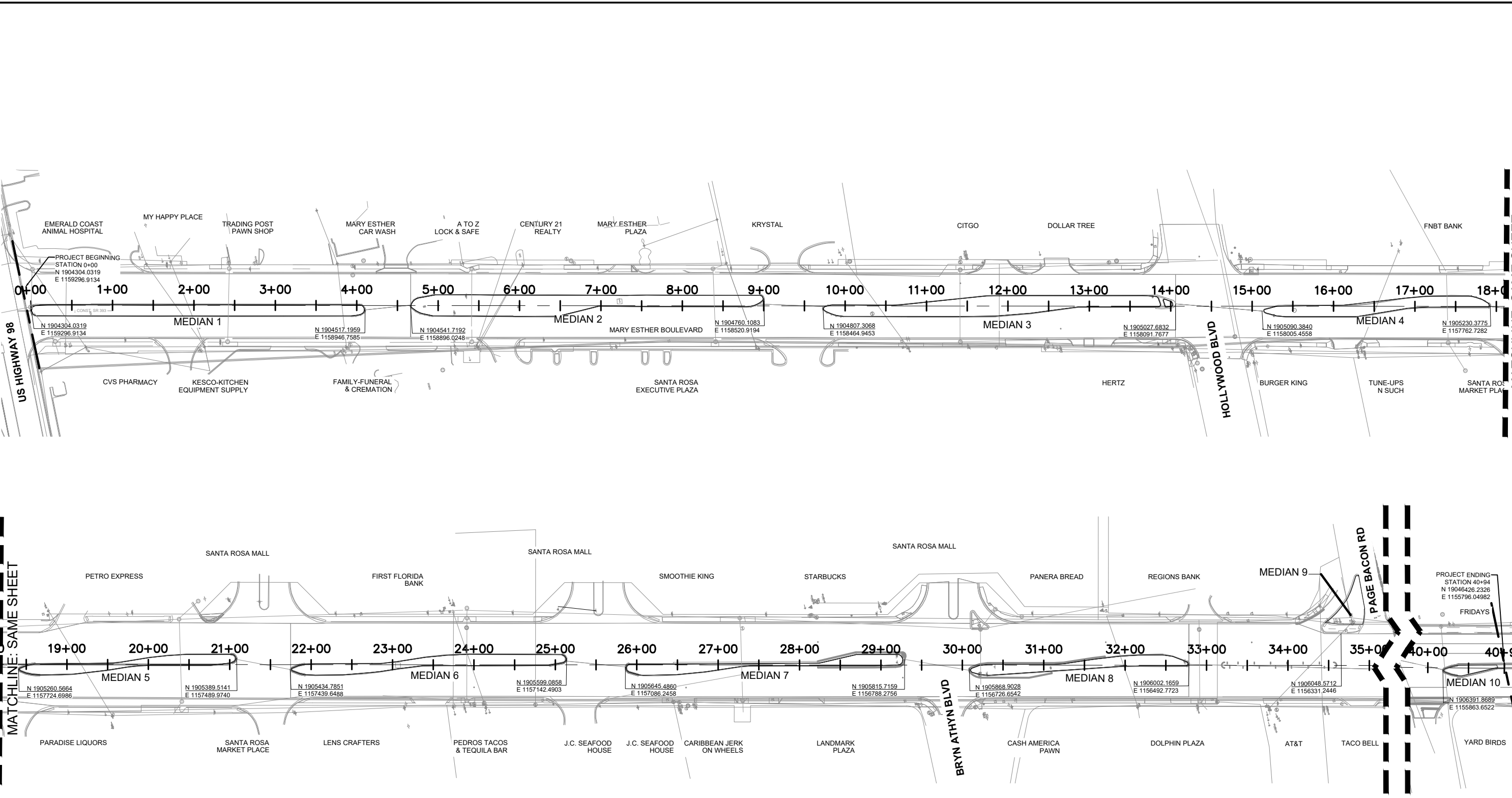
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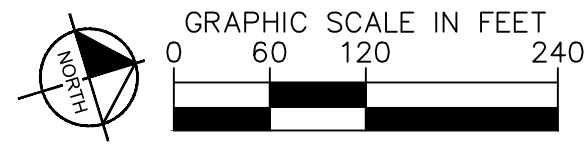
**GENERAL NOTES**

SHEET NUMBER
<b>C0.11</b>

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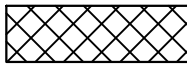






**PROJECT LAYOUT**

SHEET NUMBER  
**C1.00**

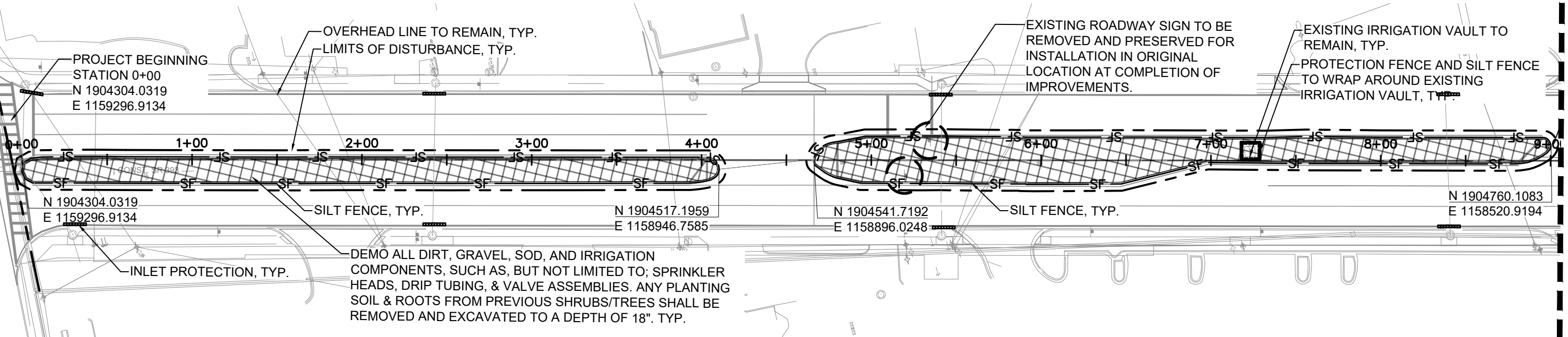
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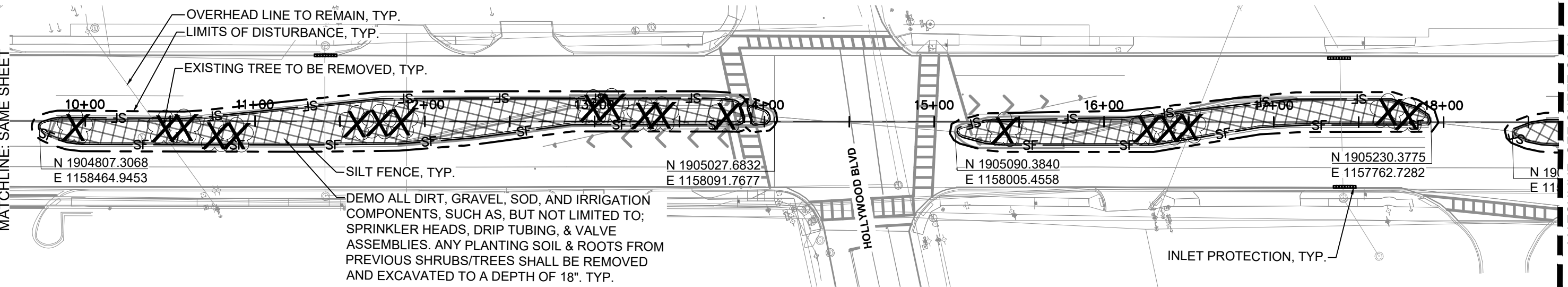
**LEGEND**

-  AREA TO BE DEMOLISHED
-  EXISTING IRRIGATION VAULT TO REMAIN
-  SILT FENCE BARRICADE
-  LIMITS OF DISTURBANCE
-  EXISTING TREE TO BE REMOVED
-  EXISTING ROADWAY SIGN TO BE PRESERVED
-  INLET PROTECTION, TYP.

- NOTES:**
1. SEE DEMO & EROSION CONTROL NOTES ON C2.02
  2. SEE EROSION CONTROL DETAILS ON SHEET C3.00 FOR HAY BALE PROTECTION DETAIL.
  3. PROTECTION FENCE TO BE INSTALLED AND MAINTAINED AROUND EXISTING IRRIGATION VAULTS TO BE PRESERVED.
  4. ALL DEMO AREAS SHALL BE EXCAVATED TO A DEPTH OF 18".



**MEDIANS 1 & 2**



**MEDIANS 3 & 4**



GRAPHIC SCALE IN FEET



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DEMOLITION + EROSION AND  
SEDIMENT CONTROL PLAN

SHEET NUMBER  
**C2.00**








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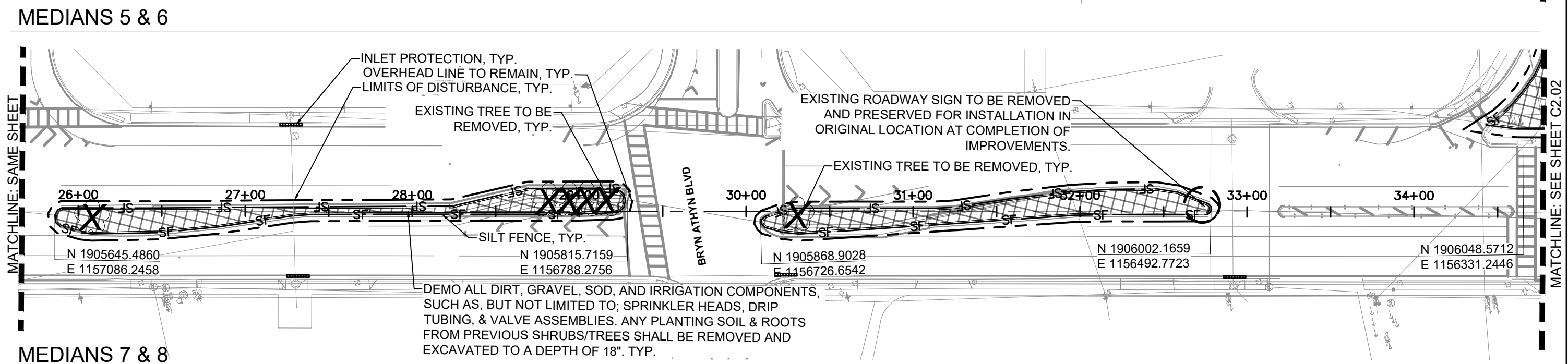
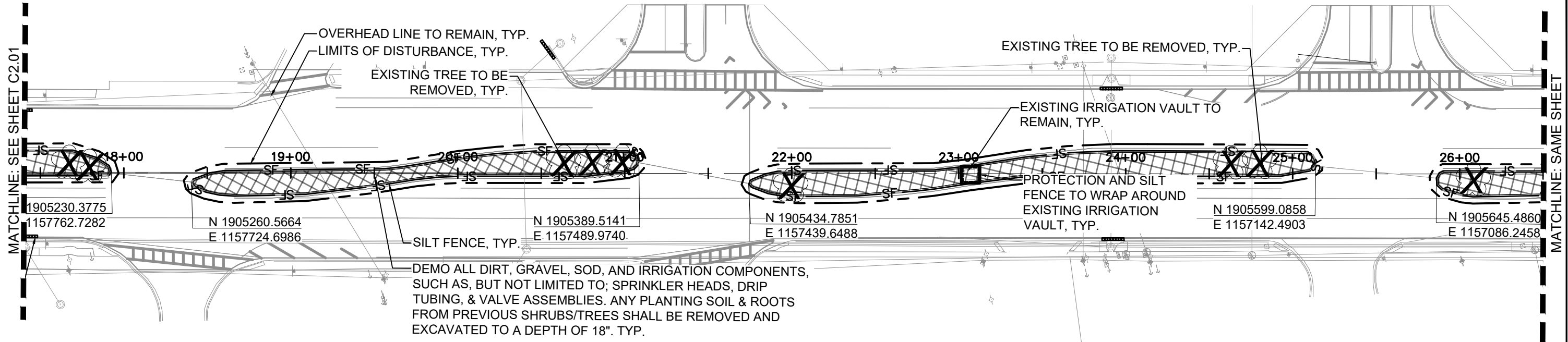
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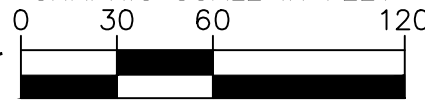
**LEGEND**

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GRAPHIC SCALE IN FEET



0 30 60 120

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**DEMO & EROSION NOTES:**








1. CONTRACTOR SHALL COORDINATE WITH COUNTY'S ENVIRONMENT INSPECTOR.
2. ADDITIONAL SEDIMENT AND EROSION CONTROL MEASURES MAY BE REQUIRED, DURING ANY PHASE OF DEVELOPMENT, AT THE DISCRETION OF THE COUNTY'S ENVIRONMENTAL INSPECTOR.
3. THE CONTRACTOR SHALL ENSURE THAT A FOREMAN OF SUPERVISOR WHO HAS BEEN CERTIFIED UNDER THE FLORIDA STORMWATER, EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM IS AVAILABLE IN PERSON OR BY PHONE AT ALL TIMES DURING CONSTRUCTION ACTIVITIES. INSPECTOR TO BE DESIGNATED AND AVAILABLE AT THE PRE-CONSTRUCTION MEETING.
4. SILT FENCE SHOWN ON THESE PLANS SHALL BE INSTALLED GENERALLY IN THE LOCATIONS INDICATED, ADJUSTED FOR FIELD CONSTRAINTS.
5. CONTRACTOR SHALL INSPECT AND REPAIR ALL BMP's AT LEAST ONCE A WEEK, AND AFTER EVERY SIGNIFICANT RAIN EVENT (>1/4" OF RAINFALL). A LOGD OF SUCH INSPECTIONS SHALL BE MAINTAINED AT THE SITE.
6. ANY BMP IN NEED OF REPAIR OR REINSTALLATIONS SHALL BE CORRECTED BY THE CONTRACTOR WITHIN 24 HOURS OF IDENTIFICATION OF THE NEED FOR SUCH CORRECTION.
7. ALL DISTURBED AREAS TO BE LEFT IDLE LONGER THAN 7 DAYS MUST BE STABILIZED WITH QUICK GROW GRASS SEED AND MULCH.
8. STREET SWEEPING WILL BE REQUIRED AS NECESSARY.
9. IMPROVEMENTS SHOWN FOR REFERENCE ONLY.
10. ALL EXCAVATED MATERIAL NOT USED ON SITE SHALL BE DISPOSED IN A MANNER THAT IS CONSISTENT WITH THE APPLICABLE COUNTY ORDINANCES.

**CONSTRUCTION SEQUENCE:**

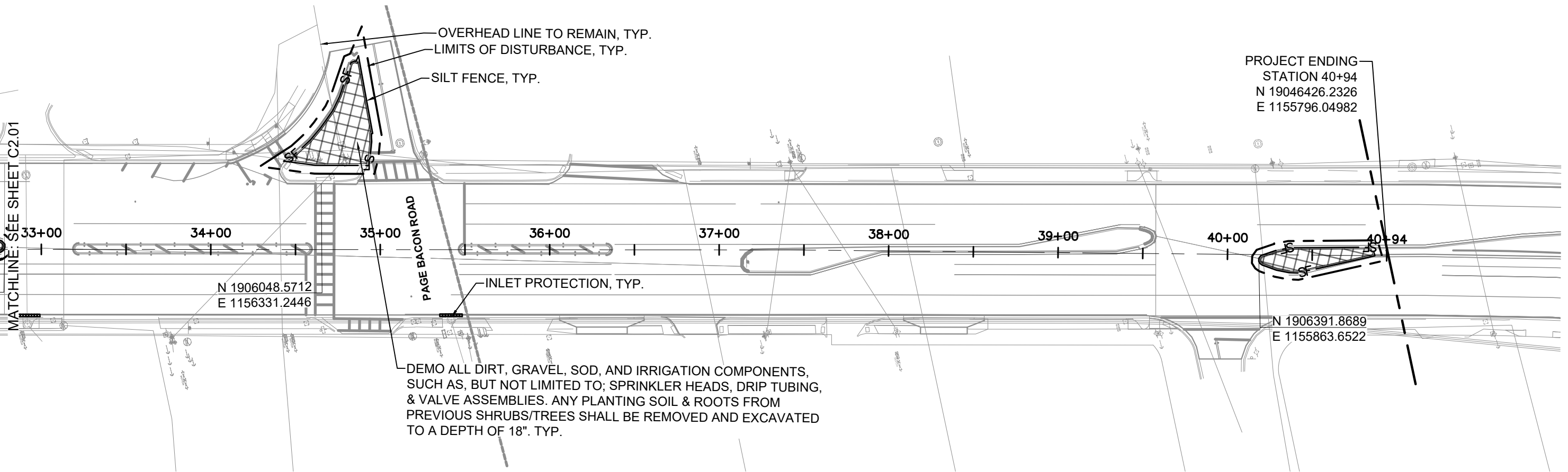
- THE INTENT OF THIS SEQUENCE IS TO MINIMIZE EROSION DURING INITIAL CONSTRUCTION. BMP'S MAY REQUIRE MODIFICATION AS NECESSARY THROUGHOUT CONSTRUCTION ACTIVITY.
1. PRE-CONSTRUCTION ENVIRONMENTAL PROTECTION/INSPECTION SCHEDULE:
    - 1.1. PAST ALL PERMIT PLACARDS, INCLUDE NPDES NOTICE OF INTENT.
    - 1.2. SCHEDULE A PRE-CONSTRUCTION MEETING.
    - 1.3. THE CONTRACTOR SHALL DESIGNATE (WITH WRITTEN DOCUMENTATION) AN ONSITE EROSION CONTROL OFFICER WITH 24-HOUR CONTACT INFORMATION.
    - 1.4. PRIOR TO SITE CLEARING AND GRUBBING INSTALL PERIMETER EROSION CONTROLS.
  2. INSPECT AND REPAIR ALL PERIMETER EROSION CONTROLS AS NECESSARY THROUGHOUT CONSTRUCTION.
  3. CLEAR AND GRUB REMAINDER OF SITE.
  4. COMPLETE REMAINDER OF SITE GRADING IN ACCORDANCE WITH GRADING AND DRAINAGE PLANS.
  5. INSTALL STORM SEWER COLLECTION SYSTEM.
  6. PROVIDE INLET PROTECTION ON STRUCTURES AS SHOWN ON EROSION CONTROL PLANS THROUGHOUT CONSTRUCTION.
  7. COMPLETE REMAINDER OF SITE WORK INCLUDING FINAL GRADING AND PAVING.

NOTE:  
CONTRACTOR SHALL COORDINATE CONSTRUCTION STAGING/STORAGE WITH THE COUNTY AND PROVIDE ADEQUATE EROSION CONTROL MEASURES FOR DISTURBED AREAS.

**LEGEND**

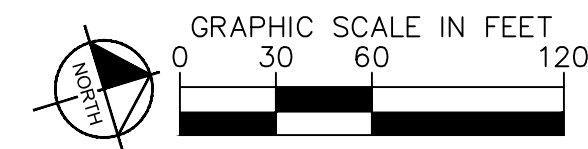
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-  INLET PROTECTION, TYP.

NOTE: SEE DEMO & EROSION CONTROL NOTES ON C2.02




**MEDIANS 9 & 10**

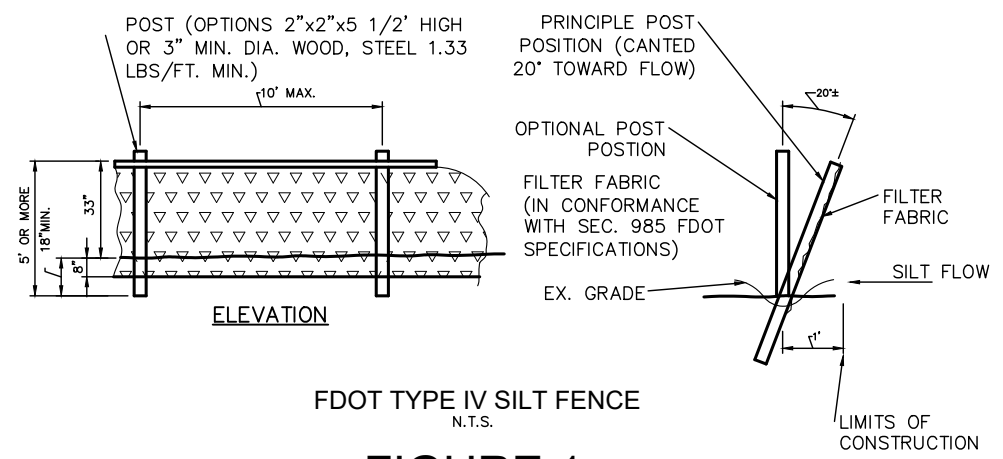
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FDOT TYPE IV SILT FENCE  
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FIGURE 1

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**MARY ESTHER BOULEVARD  
MEDIAN LANDSCAPING**

PREPARED FOR  
**THE CITY OF MARY ESTHER**

FL DATE: \_\_\_\_\_

LICENSED PROFESSIONAL  
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**EROSION CONTROL DETAILS**

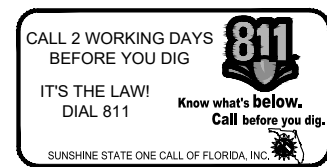
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**TEMPORARY TRAFFIC CONTROL NOTES:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING A DETAILED TRAFFIC CONTROL PLAN FOR CONSTRUCTION. THE PLAN SHALL BE SUBMITTED TO THE CITY OF MARY ESTHER FOR APPROVAL PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION THAT IMPACTS TRAFFIC.
2. PROJECT AREAS THAT ARE NOT ACTIVE CONSTRUCTION AREAS ARE TO BE KEPT FREE OF CONSTRUCTION DEBRIS AND UNNECESSARY OR CONFLICTING TRAFFIC CONTROL DEVICES.
3. ACCESS TO ALL DRIVEWAYS AND SUBDIVISION STREETS SHALL BE PROVIDED AT ALL TIMES, EXCEPT AS OTHERWISE INDICATED IN THESE PLANS.
4. TRAFFIC CONTROL FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD PLAN INDEX 102 SERIES. SEE STANDARD INDEX 102-628 SHEET 1 OF 3.
5. THE TRAFFIC AND TRAVEL WAYS SHALL NOT BE ALTERED BY THE CONTRACTOR TO CREATE A WORK ZONE UNTIL ALL LABOR, EQUIPMENT AND MATERIALS ARE AVAILABLE FOR THE CONSTRUCTION IN THAT AREA.
6. THE EXISTING REGULATORY SPEED LIMITS SHALL REMAIN UNCHANGED DURING CONSTRUCTION UNLESS NOTED IN THE PLANS.
7. IN THE EVENT OF A HURRICANE OR OTHER EVACUATION NEED, THE CONTRACTOR SHALL COORDINATE THE SECURING OF ALL LOOSE MATERIAL, OPEN CLOSED LANES, BACKFILL EXCAVATION, REMOVE OBSTRUCTIONS TO DRAINAGE AND WATER FLOW, AND TAKE OTHER MEASURES AS DIRECTED BY THE ENGINEER NECESSARY TO PROTECT THE PUBLIC.
8. THE CONTRACTOR SHALL REMOVE ANY EXISTING OR TEMPORARY PAVEMENT MARKINGS THAT CONFLICT WITH THE TRAFFIC CONTROL PLANS. WHEN THE CONFLICT NO LONGER EXISTS, THE CONTRACTOR SHALL RESTORE THE PAVEMENT MARKINGS TO THEIR ORIGINAL OR NEW POSITIONS. REMOVAL OF EXISTING AND/OR TEMPORARY PAVEMENT MARKINGS SHALL BE ACCOMPLISHED BY HYDROBLASTING.
9. PLACEMENT OF POST-MOUNTED SIGNS WITHIN THE WORK ZONES SHALL BE IN ACCORDANCE WITH THE FDOT STANDARD PLANS INDEX 700-010.
10. VEHICULAR, BICYCLE, PEDESTRIAN AND TRANSIT ROUTES SHALL BE PROVIDED AT ALL TIMES.
11. DURING LANE RESTRICTIONS OR STREET CLOSURES, PROVIDE INGRESS AND EGRESS TO ALL PROPERTIES WITHIN THE CLOSED STREET SEGMENT AND PROVIDE BUSINESS ENTRANCE SIGNS TO ROUTE MOTORISTS TO DESIGNATED PARKING AREAS. FOR THOSE PROPERTIES WITH MULTIPLE DRIVEWAYS, ONLY ONE DRIVEWAY MAY BE CLOSED AT ANY ONE TIME. ACCESS TO BUSINESSES THROUGHOUT CONSTRUCTION SHALL BE MAINTAINED AT ALL TIMES DURING BUSINESS HOURS.
12. CONTRACTOR SHALL ACCOUNT FOR OTHER AREAS OF CONSTRUCTION THAT MAY BE NEARBY. CONTRACTOR TO COORDINATE ALL ROADWAY CONSTRUCTION ZONE SIGNAGE FOR CONSISTENCY.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE OF THE TRAVEL WAY AT ALL TIMES.
14. ALL TEMPORARY PEDESTRIAN PATHS TO MEET ADA REQUIREMENTS.
15. PLAN LAYOUT ON THIS SHEET IS FOR REFERENCE ONLY, CONTRACTOR SHALL REFER TO THESE NOTES FOR TRAFFIC CONTROL MEASURES.



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FL DATE: \_\_\_\_\_

MARY ESTHER

**TEMPORARY TRAFFIC  
 CONTROL NOTES**

SHEET NUMBER  
**C4.00**

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**GENERAL DETAIL NOTES**

1. THE CONTRACT DOCUMENTS CONSIST OF THESE PLANS AND TECHNICAL SPECIFICATIONS. CONTRACTOR WILL REFERENCE THE CONSTRUCTION DOCUMENTS IN THEIR ENTIRETY. WHEN CONFLICTS EXIST BETWEEN THESE PLANS AND THE TECHNICAL SPECIFICATIONS, THE SPECIFICATIONS WILL PREVAIL.
2. THESE CONTRACT DOCUMENTS HAVE BEEN CREATED TO ILLUSTRATE THE GENERAL DESIGN INTENT OF THE PROJECT. THE CONTRACTOR WILL COORDINATE WITH THE OWNER'S REPRESENTATIVE AND NOTIFY THEM AS ADDITIONAL INFORMATION IS NEEDED TO PROPERLY CONSTRUCT/INSTALL/BUILD ELEMENTS DEPICTED HEREIN.
3. THE CONTRACT DOCUMENTS CONVEY THE SITE AS A COMPLETED, FUNCTIONAL PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS USED TO ACHIEVE THE COMPLETED SITE CONDITION AS SET OUT IN THE CONTRACT DOCUMENTS. IT IS NOT THE INTENTION OF THESE DOCUMENTS TO PROVIDE SPECIFIC GUIDANCE OF EVERY ASPECT OF THE CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR THE IMPLEMENTATION OF THE DOCUMENTS IN COMPLIANCE WITH GENERALLY ACCEPTED PRACTICES AND UNDER CURRENT STANDARDS. CONTRACTOR WILL APPLY APPROPRIATE CONSTRUCTION DETAILS AND PROCESSES WHETHER OR NOT THESE INDIVIDUAL ASPECTS OF THE WORK ARE SPECIFICALLY CALLED OUT IN THE DOCUMENTS.
4. ALL CONSTRUCTION WILL BE PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, LOCAL, STATE, AND FEDERAL REQUIREMENTS UNLESS SPECIFIED OTHERWISE. CONTRACTOR WILL OBTAIN THESE DOCUMENTS, BECOME FAMILIAR WITH THEM AND HAVE THEM ON THE JOB SITE AT ALL TIMES.
5. THE CONTRACTOR WILL MAKE SITE VISITS AND INSPECTIONS TO BECOME FAMILIAR WITH THE PROJECT AND MAKE ANY INVESTIGATIONS WHICH ARE APPROPRIATE TO CONFIRM THE SOILS/GEOTECHNICAL INFORMATION, TOPOGRAPHIC INFORMATION, WETLANDS, UTILITIES, ETC. TO BE ABLE TO CONSTRUCT THE PROJECT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. ANY DEVIATIONS AND/OR DISCREPANCIES IN THE CONTRACTOR'S FINDING'S DURING BIDDING WILL HAVE BEEN PRESENTED TO THE OWNER IN WRITING AT THE TIME OF BID.
6. CONTRACTOR WILL VERIFY THAT ALL PERMITS FOR CONSTRUCTION HAVE BEEN OBTAINED BY OWNER OR CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION. ALL REQUIRED PERMITS WILL BE MAINTAINED ON SITE AT ALL TIMES.
7. ALL MATERIALS, METHODS AND DETAILS OF CONSTRUCTION WILL CONFORM TO THE STANDARD SPECIFICATIONS OF FEDERAL, STATE, LOCAL MUNICIPALITY AND/OR THE APPROPRIATE UTILITY COMPANY, WHICHEVER TAKES PRECEDENCE. ALL RIGHT-OF-WAY CONSTRUCTION WILL MEET LOCAL AND STATE DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS, EDITION AS STATED IN THE CONTRACT DOCUMENTS.
8. ALL MATERIAL AND WORKMANSHIP ARE SUBJECT TO THE APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
9. CONTRACTOR WILL NOT MAKE SUBSTITUTIONS OR REVISIONS WITHOUT APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
10. CONTRACTOR WILL KEEP ALL AREAS OF WORK CLEAN, NEAT AND ORDERLY. ALL PAVED SURFACES ARE TO BE CLEANED OF SOIL AND DEBRIS AT THE CLOSE OF THE WORKDAY.
11. CONTRACTOR WILL COORDINATE WITH OWNER TO DETERMINE CONSTRUCTION STAGING AND STORAGE AREA PRIOR TO COMMENCEMENT OF MOBILIZATION IF NOT IDENTIFIED IN THE CONTRACT DOCUMENTS. CONSTRUCTION TRAILERS USED ON-SITE BY THE CONTRACTOR (IF NECESSARY) WILL BE PERMITTED THROUGH LOCAL GOVERNING AGENCY. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ALL PERMITS.
12. A COMPLETE SET OF THE APPROVED CONTRACT DOCUMENTS WILL BE MAINTAINED ON SITE DURING THE PERFORMANCE OF WORK.
13. WITHIN THESE NOTES, THE TERM CONTRACTOR WILL MEAN THE GENERAL CONTRACTOR, SUBCONTRACTOR, OR VENDOR PERFORMING CONSTRUCTION ON THE SITE.
14. DISTRICT LANDSCAPE ARCHITECT WILL APPROVE THE PLANT MATERIALS FOR THIS PROJECT.

**LAYOUT NOTES**

1. ELECTRONIC FILES WILL BE MADE AVAILABLE UPON REQUEST FOR USE IN FIELD LOCATION OF ELEMENTS AND SITE FEATURES. HARDCOPY INFORMATION WILL PREVAIL.
2. CONTRACTOR WILL STAKE THE LAYOUT OF THE ELEMENTS WITHIN THE CONTRACT DOCUMENTS FOR OWNER AND OWNER'S REPRESENTATIVE APPROVAL PRIOR TO CONSTRUCTION.
3. NO TREE PLANTINGS WILL OCCUR WITHIN THE CLEAR ZONE, HORIZONTAL OFFSET, OR CLEAR SIGHT TRIANGLES PER THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA DESIGN MANUAL, EDITION AS STATED IN THE CONTRACT DOCUMENTS.
4. CONFLICTS OR DISCREPANCIES WILL BE FIELD ADJUSTED AND APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.

**SUBSTANTIAL AND FINAL COMPLETION**

1. PROVIDE TEN (10) DAYS MINIMUM NOTICE TO THE OWNER AND OWNER'S REPRESENTATIVE PRIOR TO SUBSTANTIAL COMPLETION INSPECTION.
2. "AS-BUILT" DRAWINGS WILL BE PROVIDED TO THE OWNER AND OWNER'S REPRESENTATIVE IN CAD AND HARDCOPY FORMATS PRIOR TO SUBSTANTIAL COMPLETION.
3. SUBSTANTIAL COMPLETION WILL NOT OCCUR UNTIL RECORD "AS-BUILT" DRAWINGS HAVE BEEN PROVIDED TO AND REVIEWED AND APPROVED BY OWNER AND OWNER'S REPRESENTATIVE.
4. CONTRACTOR WILL PROVIDE "AS-BUILT" DRAWINGS CERTIFIED BY A FLORIDA REGISTERED SURVEYOR.
5. PROVIDE TEN (10) DAYS MINIMUM NOTICE TO THE OWNER AND OWNER'S REPRESENTATIVE PRIOR TO FINAL ACCEPTANCE.

**WARRANTY AND MAINTENANCE PERIOD NOTES:**

1. CONTRACTOR WILL PROVIDE A WARRANTY FOR THE PLANT MATERIAL INCLUDED IN THESE CONTRACT DOCUMENTS FOR A PERIOD OF 12 MONTHS TO COMMENCE UPON SUBSTANTIAL COMPLETION.
  - A. AT THE END OF THE WARRANTY PERIOD, ALL PLANT MATERIAL WILL BE IN FLOURISHING CONDITION OF ACTIVE GROWTH. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO MONITOR THE PROJECT DURING THE ESTABLISHMENT PERIOD AND INFORM THE OWNER IF PROBLEMS DEVELOP WITH THE LANDSCAPE MATERIAL. THE CONTRACTOR WILL REMOVE DEAD AND UNHEALTHY LANDSCAPE MATERIAL IMMEDIATELY AND REPLACE AT THE CONTRACTOR'S EXPENSE. WITHIN THE 12 MONTH PERIOD, THERE WILL BE QUARTERLY EVALUATION'S OF MAINTENANCE BY OWNER AND, IF DIRECTED, CORRECTIVE ACTION TAKEN BY CONTRACTOR.
2. CONTRACTOR WILL PROVIDE MAINTENANCE IN ACCORDANCE WITH THE LANDSCAPE TECHNICAL MAINTENANCE PLAN FOR THE PLANT MATERIAL INCLUDED IN THESE CONTRACT DOCUMENTS FOR A PERIOD OF 12 MONTHS TO COMMENCE UPON SUBSTANTIAL COMPLETION.
3. OWNER MAY TERMINATE THE MAINTENANCE PERIOD AT ANYTIME WITH OR WITHOUT CAUSE BUT THE WARRANTY WILL REMAIN IN EFFECT UNTIL THE END OF THE 12 MONTH PERIOD.

**LANDSCAPE INSTALLATION NOTES**

1. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES IN THE CONTRACT DOCUMENTS.
2. CONTRACTOR WILL INSTALL ALL MATERIALS AS SPECIFIED IN THE CONTRACT DOCUMENTS.
3. PLANT MATERIAL WILL BE FLORIDA #1 OR BETTER AT TIME OF INSTALLATION.
4. PROVIDE UNIT PRICES FOR EACH PLANT, WHICH INCLUDE ALL OTHER INCIDENTAL MATERIALS (I.E. FERTILIZER, LABOR, ETC.) PINE STRAW MULCH IS INCIDENTAL TO PLANT COSTS. REPORT PROMPTLY ANY DISCREPANCIES WHICH MAY AFFECT BIDDING.
5. PROVIDE OWNER AND OWNER'S REPRESENTATIVE THE SOIL TEST REPORT AS PREPARED IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS. A. CONTRACTOR TO PROVIDE SOIL TEST REPORT PRIOR TO INSTALLATION OF SOIL AND PLANT MATERIAL.
6. PROVIDE AMENDMENTS IN ACCORDANCE WITH SOIL TEST REPORT. SUBMIT AMENDED SOIL SAMPLES TO TESTING LABORATORY AND PROVIDE OWNER AND OWNER'S REPRESENTATIVE WITH THE SOIL TEST REPORT FOR REVIEW AND APPROVAL.
7. APPLY HERBICIDES, MYCORRHIZAL INOCULANT AND FERTILIZER IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS.
8. FOR DISTURBED AREAS OF EXISTING SOD, CONTRACTOR TO INSTALL SOD OF THE SAME SPECIES. THE CONTRACTOR WILL LAY SOD SOLIDLY IN ALL INDICATED OR DISTURBED AREAS WITH JOINTS IN CONTACT WITH EACH OTHER. PIN ALL SODDED SLOPES EQUAL TO OR GREATER THAN 3:1 WITH STEEL U PINS/SOD STAPLES.
9. PLANT CONTAINERS WILL BE REMOVED PRIOR TO INSTALLATION OF PLANT MATERIAL. IF PLANT MATERIAL IS NOT CONTAINER GROWN, REMOVE A MINIMUM OF THE TOP 1/3 OF BURLAP, FABRIC, OR WIRE BASKET. WIRE BASKETS MUST BE COMPLETELY REMOVED PRIOR TO INSTALLATION. REMOVE WEEDS FROM CONTAINERS AND FIELD GROWN MATERIAL PRIOR TO PLANTING.
10. CONTAINER GROWN STOCK WILL HAVE BEEN GROWN IN A CONTAINER LONG ENOUGH FOR THE ROOT SYSTEM TO HAVE DEVELOPED SUFFICIENTLY TO HOLD ALL THE SOIL TOGETHER FIRMLY, BUT NOT LONG ENOUGH TO HAVE BOUND ROOTS.
11. PLANT MATERIAL WITH BROKEN ROOT BALLS, BOUND ROOTS, OR SUBSTANTIAL DAMAGE WILL BE REPLACED PRIOR TO PLANTING.
12. ONLY PRUNE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS.
13. PREPARE PLANTING PIT AND TRENCHES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
14. INSTALL PLANT MATERIAL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
15. INSTALL SEED AND WEED FREE MULCH IN ACCORDANCE WITH THE CONTRACT DOCUMENTS
  - A. LIMITS OF MULCHING
16. CONTRACTOR WILL MAINTAIN PLANT MATERIAL INCLUDING WATERING, OPERATION AND MAINTENANCE OF IRRIGATION SYSTEM, WEED CONTROL, PRUNING, LITTER REMOVAL MULCH MAINTENANCE AND REPLENISHMENT, TREE STAKING, DISEASE AND INSECT CONTROL, MOWING AND EDGING, AND LANDSCAPE MATERIAL REPLACEMENT UNTIL SUBSTANTIAL COMPLETION.
17. PLANT MATERIAL WILL BE DEEMED DEAD IF THE TERMINAL LEADER IS DEAD OR DIES OR IF THE PLANT MATERIAL HAS LESS THAN 90% VIABLE LEAF SURFACE AREA.

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KHA PROJECT  
142199005

DATE  
9/23/2025

SCALE AS SHOWN

DESIGNED BY MLW

DRAWN BY MLW

CHECKED BY CAJ

**MARY ESTHER BOULEVARD  
MEDIAN LANDSCAPING**

PREPARED FOR  
**THE CITY OF MARY ESTHER**

LICENSED PROFESSIONAL  
\_\_\_\_\_  
FL DATE: \_\_\_\_\_

**LANDSCAPE NOTES**

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## ESTABLISHMENT PERIOD MAINTENANCE NOTES

(TO COMMENCE AFTER FINAL ACCEPTANCE OF THE INSTALLATION PERIOD)

PERFORM THE FOLLOWING OPERATIONS DURING THE ESTABLISHMENT PERIOD. CONTRACTOR TO ASSUME RESPONSIBILITY FOR THE PROPER MAINTENANCE, SURVIVAL, AND CONDITION OF ALL NEWLY INSTALLED LANDSCAPE ITEMS UNDER THIS CONTRACT WITHIN THE HIGHLIGHTED AREAS DEPICTED ON THE CONTINUING MAINTENANCE PLAN:

1. MOWING
  - A. TURF AREAS SHOULD BE MAINTAINED TO A HEIGHT OF NO MORE THAN 2 INCHES TO FOSTER PHOTOSYNTHESIS AND HEALTHY ROOT DEVELOPMENT.
  - B. PICK UP ALL LITTER PRIOR TO MOWING.
1. FERTILIZER
 

APPLY FERTILIZER TO NEW AND EXISTING PLANT MATERIAL AT LEAST 2 TIMES PER YEAR (MARCH AND SEPTEMBER) OR AS DIRECTED BY THE DISTRICT LANDSCAPE ARCHITECT AND PROJECT ADMINISTRATOR.
2. EDGING
  - A. ON A REGULAR BASIS, A MINIMUM OF 12 TIMES PER YEAR, PERFORM EDGING TO COINCIDE WITH THE MOWING SCHEDULE.
  - B. WHERE TURF ABUTS MULCH OR CURB, EDGE WITH A MECHANICAL EDGER. TAKE CARE NOT TO SCAR OR DAMAGE HARDSCAPE.
  - C. KEEP ALL MULCH INSTALLED UNDER THIS CONTRACT CLEAN AND WELL DEFINED IN ORDER TO PREVENT ENCROACHMENT BY TURF GRASSES.
  - D. CHEMICAL EDGING IS NOT ALLOWED.
3. WEED CONTROL
  - A. PROVIDE WEED CONTROL ON ALL MULCHED AND TURF AREAS ON A ROUTINE BASIS TO MAINTAIN A WEED-FREE CONDITION.
  - B. IMMEDIATELY REMOVE WEEDS FROM THESE AREAS BY HAND.
  - C. HERBICIDES MAY BE UTILIZED IN PROBLEM AREAS AND TURF AREAS. APPLY HERBICIDES WITH EXTREME CAUTION TO PREVENT POTENTIAL DAMAGE TO LANDSCAPE.
  - D. A REGIMEN OF PRE-AND POST-EMERGENT HERBICES WILL BE USED. A MINIMUM OF THREE PRE-EMERGENT HERBICIDE APPLICATIONS PER YEAR WILL BE REQUIRED.
  - E. FOR ALL EXISTING AND PROPOSED MULCH BEDS, PLANT BEDS, AND SOD/TURF AREAS, A REGIMEN OF PRE- AND POST-EMERGENT HERBICIDES WILL BE USED. A MINIMUM OF THREE PRE-EMERGENT HERBICIDE APPLICATIONS PER YEAR WILL BE REQUIRED. ENSURE ONE APPLICATION DURING THE MONTH OF DECEMBER.
4. HERBICIDE/PESTICIDE
  - A. REMOVE ALL INVASIVE, EXOTIC SPECIES (PER FLORIDA EXOTIC PEST PLANT COUNCIL CAT. 1 & 2 LISTS).
  - B. PROVIDE INSECT AND DISEASE CONTROL INSPECTIONS FOR ALL PLANTS CONTINUALLY AND TREAT AS NECESSARY.
5. TRIMMING AND PRUNING
  - A. HAND TRIMMING, NOT SHEARING, IS THE PRIMARY METHOD TO SHAPE AND CONTROL PLANT SIZE AND WILL BE ACCOMPLISHED UNDER THE SUPERVISION OF AN INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORIST WITH A MINIMUM 5 YEARS OF EXPERIENCE ON SIMILAR PROJECTS TO ENSURE THIS FUNCTION IS IN ACCORDANCE WITH RECOMMENDED HORTICULTURAL PRACTICES.
  - B. PERFORM SELECTIVE HAND TRIMMING AS NECESSARY ON ALL TREES, SHRUBS, AND GROUNDCOVERS IN ORDER TO MAINTAIN THE NATURAL HABIT OF THE PLANT IN A FLORIDA #1 CONDITION AND ENSURE HEALTH AND VIGOR THROUGHOUT THE ESTABLISHMENT PERIOD. REVIEW AT EACH MAINTENANCE VISIT. MAINTAIN ONE DOMINANT LEADER IN CANOPY TREES.
  - C. PRUNE AND TRIM ALL PLANT MATERIAL AS NEEDED TO ENSURE COMPLIANCE WITH CLEAR ZONE, LIMIT OF CLEAR SIGHT AND MRP REQUIREMENTS.
6. MULCH
  - A. MAINTAIN ALL MULCH AREAS AT A 3 INCH (3") SETTLED DEPTH. RE-MULCH AS NEEDED (A MINIMUM OF ONCE PER YEAR, 1.5 INCH DEPTH MINIMUM).
  - B. PINE STRAW SHALL BE FULL LENGTH, DRY, BRIGHT IN COLOR, FRESHLY BALED, AND COMPOSED ONLY OF NEEDLES OF SLASH, LOBLOLLY, OR LONGLEAF PINE. DO NOT USE MULCH IF IT IS ROTTED OR MOLDY, OR CONTAINS SEED, TUBERS, OR RHIZOMES OF ANY NOXIOUS SPECIES. REJECT THE ENTIRE LOT OF PINE STRAW IF THERE IS ANY EVIDENCE THAT THE PINE STRAW LOT WAS HARVESTED FROM A SITE INFESTED WITH LYGODIUM JAPONICUM OR LYGODIUM MICROPHYLLUM (CLIMBING FERN).
7. SPECIAL CARE REQUIREMENTS
  - A. PROTECT HARDSCAPE ELEMENTS FROM DAMAGE DURING MAINTENANCE ACTIVITIES. ENSURE AREAS ADJACENT TO MAINTENANCE ACTIVITIES ARE CLEANED, SWEEPED OR BLOWN AFTER EACH MAINTENANCE VISIT.
  - B. DO NOT BLOW GRASS OR CLIPPINGS INTO PAVED AREAS OR DRAINAGE STRUCTURES.
8. LITTER PICK-UP
 

ENSURE LITTER PICKUP WITHIN THE PROJECT LIMITS AT EACH MAINTENANCE VISIT AND PRIOR TO MOWING.
9. TREE STAKING
  - A. MAINTAIN ALL STAKING AND GUYING DURING THE FIRST YEAR OF THE ESTABLISHMENT PERIOD.
  - B. REMOVE ALL STAKING AT THE END OF THE FIRST YEAR OF THE ESTABLISHMENT PERIOD IF TREES ARE ESTABLISHED.
10. EARTHEN BERMS AND MULCH RINGS
 

REMOVE, GRADE SMOOTH, AND RE-MULCH EARTHEN BERM AT TREES AT THE END OF THE FIRST YEAR OF THE ESTABLISHMENT PERIOD IF TREES ARE ESTABLISHED.
11. IRRIGATION SYSTEM
  - A. INSPECT IRRIGATION SYSTEM AT EACH MAINTENANCE VISIT. OBSERVE IN OPERATION AND MAKE NECESSARY ADJUSTMENTS/REPAIRS.
  - B. REVIEW AND ADJUST WATERING SCHEDULES SEASONALLY AS NEEDED (A MINIMUM OF 4 TIMES PER YEAR).
  - C. ON TEMPORARY SYSTEMS, REMOVE ABOVE GROUND IRRIGATION COMPONENTS AT THE END OF THE ESTABLISHMENT PERIOD. IN-GROUND COMPONENTS MAY BE ABANDONED IN PLACE.
12. TREE TAGS
 

REMOVE TREE TAGS AT THE END OF THE ESTABLISHMENT PERIOD.

## LONG TERM LANDSCAPE CARE NOTES

(THE FOLLOWING CARE BEGINS AT THE CONCLUSION OF THE ESTABLISHMENT PERIOD AND IS PROVIDED BY THE MAINTAINING AGENCY. THIS WORK IS NOT INCLUDED IN THE CONSTRUCTION CONTRACTOR'S BID.)

1. MOWING
  - A. TURF AREAS SHOULD BE MAINTAINED TO A HEIGHT OF NO MORE THAN 2 INCHES TO FOSTER PHOTOSYNTHESIS AND HEALTHY ROOT DEVELOPMENT.
  - B. AT A MINIMUM, MOW ALL NEWLY PLANTED SOD MONTHLY. DURING THE GROWING SEASON, MOWING FREQUENCY SHALL BE AS REQUIRED SUCH THAT TURF HEIGHT DOES NOT EXCEED 3 INCHES.
  - C. PICK UP ALL LITTER PRIOR TO MOWING
2. FERTILIZER
 

APPLY AT LEAST 2 TIMES PER YEAR (MARCH AND SEPTEMBER) OR AS DIRECTED BY THE DISTRICT LANDSCAPE ARCHITECT AND PROJECT ADMINISTRATOR.
3. EDGING
  - A. ON A REGULAR BASIS, A MINIMUM OF 12 TIMES PER YEAR, PERFORM EDGING TO COINCIDE WITH THE MOWING SCHEDULE.
  - B. WHERE TURF ABUTS MULCH OR CURB, EDGE WITH A MECHANICAL EDGER. TAKE CARE NOT TO SCAR OR DAMAGE HARDSCAPE.
  - C. KEEP ALL MULCH INSTALLED UNDER THIS CONTRACT CLEAN AND WELL DEFINED IN ORDER TO PREVENT ENCROACHMENT BY TURF GRASSES.
  - D. CHEMICAL EDGING IS NOT ALLOWED.
4. WEED CONTROL
  - A. PROVIDE WEED CONTROL ON ALL MULCHED AND TURF AREAS ON A ROUTINE BASIS TO MAINTAIN A WEED-FREE CONDITION.
  - B. IMMEDIATELY REMOVE WEEDS FROM THESE AREAS BY HAND.
  - C. HERBICIDES MAY BE UTILIZED IN PROBLEM AREAS AND TURF AREAS. APPLY HERBICIDES WITH EXTREME CAUTION TO PREVENT POTENTIAL DAMAGE TO LANDSCAPE.
  - D. A REGIMEN OF PRE-AND POST-EMERGENT HERBICES WILL BE USED. A MINIMUM OF THREE PRE-EMERGENT HERBICIDE APPLICATIONS PER YEAR WILL BE REQUIRED.
5. HERBICIDE/PESTICIDE
  - A. REMOVE ALL INVASIVE, EXOTIC SPECIES (PER FLORIDA EXOTIC PEST PLANT COUNCIL CAT. 1 & 2 LISTS).
  - B. PROVIDE INSECT AND DISEASE CONTROL INSPECTIONS FOR ALL PLANTS CONTINUALLY AND TREAT AS NECESSARY.
6. TRIMMING AND PRUNING
  - A. HAND TRIMMING, NOT SHEARING, IS THE PRIMARY METHOD TO SHAPE AND CONTROL PLANT SIZE AND WILL BE ACCOMPLISHED UNDER THE SUPERVISION OF AN INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORIST WITH A MINIMUM 5 YEARS OF EXPERIENCE ON SIMILAR PROJECTS TO ENSURE THIS FUNCTION IS IN ACCORDANCE WITH RECOMMENDED HORTICULTURAL PRACTICES.
  - B. PERFORM SELECTIVE HAND TRIMMING AS NECESSARY ON ALL TREES, SHRUBS, AND GROUNDCOVERS IN ORDER TO MAINTAIN THE NATURAL HABIT OF THE PLANT IN A FLORIDA #1 CONDITION AND ENSURE HEALTH AND VIGOR THROUGHOUT THE ESTABLISHMENT PERIOD. REVIEW AT EACH MAINTENANCE VISIT. MAINTAIN ONE DOMINANT LEADER IN CANOPY TREES.
  - C. CUT BACK NATIVE GRASSES IN EARLY MARCH, IF DIRECTED, TO MAINTAIN A NEAT APPEARANCE. REVIEW ANNUALLY WITH THE DISTRICT LANDSCAPE ARCHITECT OR PROJECT ADMINISTRATOR.
  - D. PRUNE AND TRIM ALL PLANT MATERIAL AS NEEDED TO ENSURE COMPLIANCE WITH CLEAR ZONE, LIMIT OF CLEAR SIGHT AND MRP REQUIREMENTS.
7. MULCH
  - A. MAINTAIN ALL MULCH AREAS AT A 3 INCH (3") SETTLED DEPTH. RE-MULCH AS NEEDED (A MINIMUM OF ONCE PER YEAR, 1.5 INCH DEPTH MINIMUM).
  - B. PINE STRAW SHALL BE FULL LENGTH, DRY, BRIGHT IN COLOR, FRESHLY BALED, AND COMPOSED ONLY OF NEEDLES OF SLASH, LOBLOLLY, OR LONGLEAF PINE. DO NOT USE MULCH IF IT IS ROTTED OR MOLDY, OR CONTAINS SEED, TUBERS, OR RHIZOMES OF ANY NOXIOUS SPECIES. REJECT THE ENTIRE LOT OF PINE STRAW IF THERE IS ANY EVIDENCE THAT THE PINE STRAW LOT WAS HARVESTED FROM A SITE INFESTED WITH LYGODIUM JAPONICUM OR LYGODIUM MICROPHYLLUM (CLIMBING FERN).
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  - A. PROTECT HARDSCAPE ELEMENTS FROM DAMAGE DURING MAINTENANCE ACTIVITIES. ENSURE AREAS ADJACENT TO MAINTENANCE ACTIVITIES ARE CLEANED, SWEEPED OR BLOWN AFTER EACH MAINTENANCE VISIT.
  - B. DO NOT BLOW GRASS OR CLIPPINGS INTO PAVED AREAS OR DRAINAGE STRUCTURES.
9. LITTER PICK-UP
 

ENSURE LITTER PICKUP WITHIN THE PROJECT LIMITS AT EACH MAINTENANCE VISIT AND PRIOR TO MOWING.
10. IRRIGATION SYSTEM
  - A. INSPECT IRRIGATION SYSTEM AT EACH MAINTENANCE VISIT. OBSERVE IN OPERATION AND REPAIR/ADJUST HEADS TO ENSURE 100% COVERAGE AND MINIMIZE OVERSPRAY.
  - B. REVIEW AND ADJUST WATERING SCHEDULES SEASONALLY AS NEEDED (A MINIMUM OF 4 TIMES PER YEAR).



No.	REVISIONS	DATE	BY

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KHA PROJECT  
142199005

DATE  
9/23/2025

SCALE AS SHOWN

DESIGNED BY MLW

DRAWN BY MLW

CHECKED BY CAJ

### MARY ESTHER BOULEVARD MEDIAN LANDSCAPING

PREPARED FOR  
THE CITY OF MARY ESTHER

MARY ESTHER

LICENSED PROFESSIONAL

\_\_\_\_\_

FL DATE: \_\_\_\_\_

LANDSCAPE NOTES

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### SAMPLE LANDSCAPE TECHNICAL MAINTENANCE PLAN

Maintenance Operation	Operations noted herein shall be performed as part of the Contractor's Maintenance Period.											
Week/Month	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
Mowing		X	X	XX	XX	XX	XX	XX	XX	X		
	Set mower height to avoid scalping the turf. No lower than 3 inches.											
Edging			X			X	X	X		X		
	Edging of all sidewalks and curbs. All debris shall not be allowed to remain in the curb or on sidewalk surfaces											
Recommended Watering Schedule	Trees (Water Frequency)			Shrubs (Water Frequency)			Watering General Notes					
	<2" Caliper	Daily for two weeks; every other day for two months, weekly until establishment		Month 1	Daily for the first two weeks, Every other day for the remaining two weeks		Water all landscape plants and trees as needed after establishment to meet proper maintenance conditions. Never apply irrigation if the soil is saturated. Supplemental watering is applied to encourage vigorous growth and plant establishment.					
	2-4" Caliper	Daily for one month; every other day		Month 2	Twice per week.							
	>4" Caliper	Daily for 6 weeks, every other day for five months, weekly until establishment		Month 3	Once per week until established							
Weed Control	XX	XXY	XX	XX	XX	XXY	XX	XX	XX	XXY	XX	XX
	Weed all planting beds twice per month. Landscape areas shall be kept relatively weed free.			Weeding of landscape areas utilizing appropriate selective and non-selective herbicides, applied as per manufacturer's specifications, under the supervision of a licensed applicator by FDACS. Application of herbicides shall be done with extreme caution to prevent damage to landscape and tree plantings. NOTE - Application of pre-emergent herbicide at the maximum rate per acre as per manufacturer's specifications and limitations for broad spectrum suppression of grassy and broadleaf weeds. All pre-emergent products must be approved in advance, but form Snapshot 2.5TG, Specticle G, or Freehand 1.75G. Application frequency and maximum rate will be limited by the manufacturers label recommendations.								
Pruning	Pruning for trees, shrubs, and groundcovers to be performed in accordance with the ANSI A300 guidelines and FDOT design standard index 546. All trees within medians shall be pruned to maintain sight distance for vehicles and pedestrians. Additionally, prune trees as needed to remove dead, diseased, or broken branches, fronds, and seed heads.											
Fertilization	Trees and shrubs shall be fertilized using a slow release fertilizer that contains at least 50% of the available nitrogen in a slow release form. Fertilizer analysis shall be in a NPK ratio of 2-1-1, at a rate recommended by soil fertility.			Trees, shrubs, and groundcovers are to be fertilized by top dressing the root zone of the plants and trees, using owner approved methods. This application of fertilizer shall be irrigated within two days of application with a minimum of 1/2" of irrigation. All materials and performance of work shall meet Florida Friendly Best Management Practices for the Protection of Water Resources by the Green Industry and all other applicable state and federal health and safety laws.								
Litter Removal	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX
	Litter removal within the project limits. To be completed in conjunction with the mowing schedule where applicable, but immediately prior to mowing.											
Mulching 3" Depth Pine Straw	Mulch should be applied after landscape material has been installed and air pockets have been filled.			Mulch shall be free of vegetative yard waste, plastic, glass, metal, palm fronds, sand, and other foreign materials. Mulch shall be consistent in appearance. Mulch shall be free from viable non-native seed, weed, and grass seed. Maintain a continuous 3" layer of mulch in all planted and mulched areas with the exception of trees.								
Tree Staking	The Contractor shall maintain, repair, and/or replace all staking materials as needed to keep trees upright and to prevent girdling. The Contractor shall remove staking at the end of the one year establishment period or as directed by the owner.											
Disease and Insect Control	X	X	X	X	X	X	X	X	X	X	X	X
	The Contractor shall inspect all landscape material on a monthly basis for insects, mites, fungus, etc., and apply correct control products as needed per manufacturer's specification											
Plant Material Replacement	The Contractor shall replace all dead and poorly performing trees and shrubs as outlined in the contract.											

#### LANDSCAPE TECHNICAL MAINTENANCE PLAN NOTES:

1. NO LESS THAN FORTY-FIVE DAYS PRIOR TO SUBSTANTIAL COMPLETION, CONTRACTOR WILL SUBMIT A WRITTEN TECHNICAL LANDSCAPE MAINTENANCE PLAN TO THE OWNER AND OWNER'S REPRESENTATIVE FOR REVIEW AND APPROVAL.
2. SUBSTANTIAL COMPLETION WILL NOT OCCUR UNTIL THE TECHNICAL LANDSCAPE MAINTENANCE PLAN IS APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE. AT A MINIMUM, THE PLAN WILL DESCRIBE THE METHODS, ACTIVITIES, MATERIALS AND SCHEDULE THROUGHOUT THE MAINTENANCE PERIOD TO ACHIEVE THE FOLLOWING:
  - A. KEEP ALL PLANTS INSTALLED AS SPECIFIED IN THE CONTRACT DOCUMENTS.
  - B. MOWING
  - C. EDGING
  - D. RECOMMENDED WATERING SCHEDULE AND OPERATION AND MAINTENANCE OF IRRIGATION SYSTEM
  - E. WEED CONTROL
  - F. PRUNING
    - F.1 KEEP ALL PLANTS PRUNED TO MAINTAIN PLANT HEALTH, CLEAR VISIBILITY OF SIGNS, TRAFFIC SIGNALS, SAFE SIGHT DISTANCE AT INTERSECTIONS AND DRIVEWAYS, SAFE AND OPERATIONAL HORIZONTAL AND VERTICAL CLEARANCE FROM ROADWAYS, SIDEWALKS, PATHS / TRAILS, UTILITIES, LIGHT POLES, MECHANICALS EQUIPMENT, FENCES, WALLS AND DRAINAGE STRUCTURES, AND UNOBSTRUCTED ACCESS FOR ALL AUTHORIZED USERS.
  - G. FERTILIZATION
  - H. LITTER REMOVAL
  - I. MULCH MAINTENANCE AND REPLENISHMENT
  - J. TREE STAKING
  - K. DISEASE AND INSECT CONTROL
  - L. PLANT MATERIAL REPLACEMENT
3. THE SAMPLE LANDSCAPE TECHNICAL MAINTENANCE PLAN IS PROVIDED IN THE CONTRACT DOCUMENTS. CONTRACTOR MAY SUBMIT THIS PLAN AS THEIR OWN TECHNICAL MAINTENANCE PLAN OR PROVIDE A PLAN THAT MEETS THE MINIMUM REQUIREMENTS IDENTIFIED ABOVE.



No.	REVISIONS	DATE	BY



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WWW.KIMLEY-HORN.COM

KHA PROJECT 142199005
DATE 9/23/2025
SCALE AS SHOWN
DESIGNED BY MLW
DRAWN BY MLW
CHECKED BY CAJ

**MARY ESTHER BOULEVARD  
MEDIAN LANDSCAPING**  
PREPARED FOR  
**THE CITY OF MARY ESTHER**













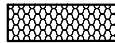



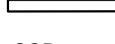
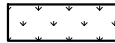
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### LANDSCAPE NOTES & MAINTENANCE PLAN

SHEET NUMBER  
**L0.11**

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# OVERALL PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
<b>CANOPY TREES</b>							
	MAGR	2	MAGNOLIA GRANDIFLORA 'LITTLE GEM' FL #1 MIN.	LITTLE GEM MAGNOLIA	FG	4" CAL MIN	16' HT MIN
	QUSH	3	QUERCUS SHUMARDII FL #1 MIN.	SHUMARD OAK	FG	4" CAL MIN	16' HT MIN
	QUVI	1	QUERCUS VIRGINIANA 'QVTIA' SINGLE LEADER, STRAIGHT, FL #1 MIN.	HIGHRISE LIVE OAK	FG	4" CAL MIN	16' HT MIN
	QUVI(2)	6	QUERCUS VIRGINIANA 'QVTIA' FL #1 MIN., 8' MIN. CLEAR TRUNK	HIGHRISE LIVE OAK	FG	6" CAL MIN	20' HT MIN
<b>UNDERSTORY TREES</b>							
	LAIN	7	LAGERSTROEMIA INDICA X FAURIEI 'NATCHEZ' FL #1 MIN. SINGLE STANDARD TRUNK	NATCHEZ CRAPE MYRTLE	FG	2" CAL MIN	10' HT MIN
<b>SHRUBS</b>							
	ILVO	26	ILEX VOMITORIA 'NANA' FL #1 MIN.	DWARF YAUPON HOLLY	7 GAL	24" HT MIN	AS SHOWN
	LISI	215	LIGUSTRUM SINENSE 'SUNSHINE' FL #1 MIN.	SUNSHINE LIGUSTRUM	7 GAL	24" HT MIN	AS SHOWN
	RHRF	82	RHODODENDRON 'RED FORMOSA' FL #1 MIN.	SOUTHERN INDICA HYBRID AZALEA	7 GAL	24" HT MIN	AS SHOWN
	VIOB	150	VIBURNUM OBOVATUM 'WHORLED CLASS' FULL, FL #1	DWARF WALTER'S VIBURNUM	3 GAL	12" HT MIN	AS SHOWN
	ZAFL	293	ZAMIA FLORIDANA FL #1 MIN.	FLORIDA COONTIE	3 GAL	12" HT MIN	AS SHOWN
<b>ORNAMENTAL GRASSES</b>							
	MUCA	249	MUHLENBERGIA CAPILLARIS FL #1 MIN.	PINK MUHLY GRASS	3 GAL	12" HT MIN	SEE PLAN
<b>ORNAMENTAL GRASSES</b>							
	MISI	109	MISCANTHUS SINENSIS 'ADAGIO' FL #1 MIN.	ADAGIO EULALIA GRASS	3 GAL	36" OC	18" HT MIN
<b>GROUND COVERS</b>							
	AGAF	1,190	AGAPANTHUS AFRICANUS	LILY OF THE NILE	1 GAL	6" - 12" HT.	18" OC
	ARGL	1,154	ARACHIS GLABRATA	PERENNIAL PEANUT	1 GAL	6" - 12" HT.	9" OC
	DITA	851	DIANELLA TASMANICA 'VARIEGATA'	VARIEGATED FLAX LILY	1 GAL	12" HT. MIN.	24" OC
	LIMU	1,464	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILYTURF	1 GAL	6" - 12" HT.	18" OC
	TUVI	2,030	TULBAGHIA VIOLACIA	SOCIETY GARLIC	1 GAL	6" - 12" HT.	18" OC
<b>SOD</b>							
	EMOP	13,005 SF	EMEROCHLOA OPHIUROIDES	CENTIPEDE SOD	SOD	-	-

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KHA PROJECT 142199005
DATE 9/23/2025
SCALE AS SHOWN
DESIGNED BY MLW
DRAWN BY MLW
CHECKED BY CAJ

**MARY ESTHER BOULEVARD  
MEDIAN LANDSCAPING**

PREPARED FOR  
**THE CITY OF MARY ESTHER**

FL DATE: \_\_\_\_\_

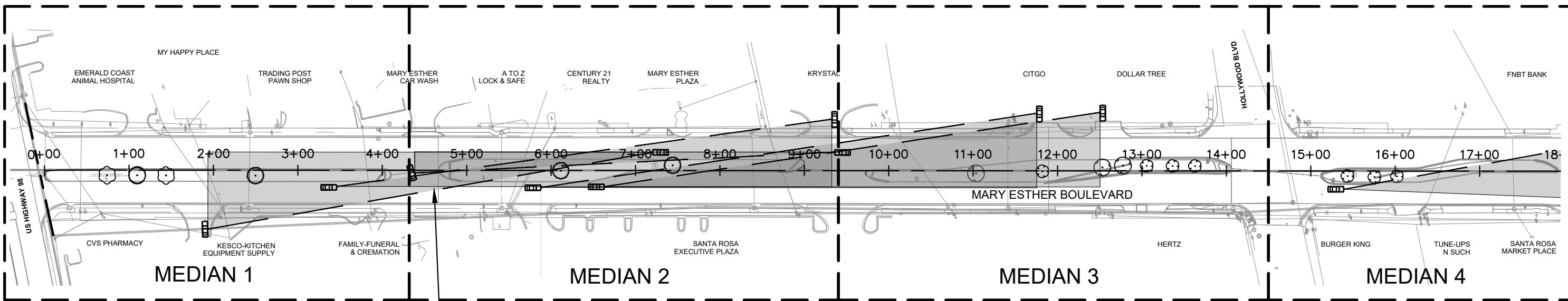
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**OVERALL PLANT SCHEDULE**

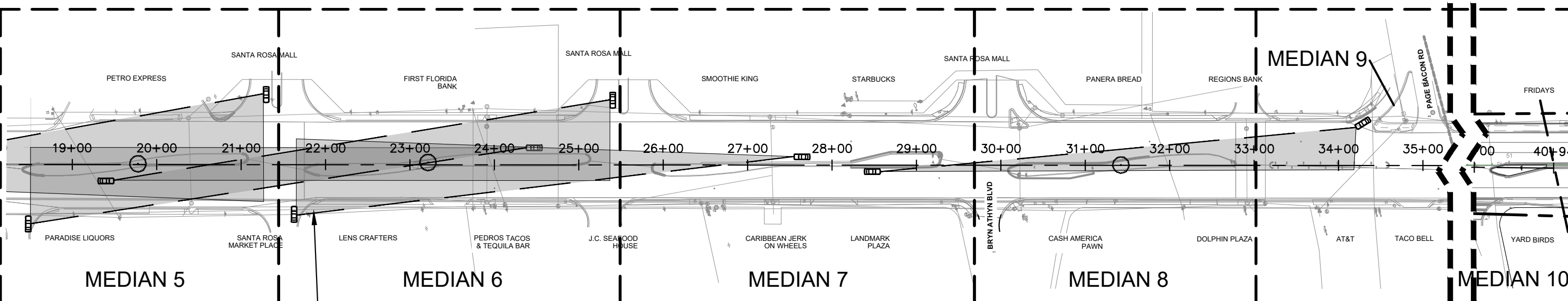
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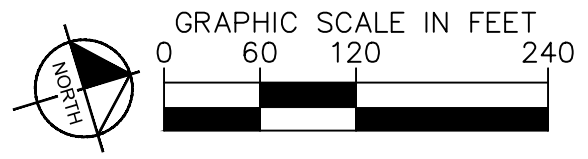
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INTERSECTION SIGHT VISIBILITY  
OBSTRUCTION TRIANGLES, TYP. PER  
CHAPTER 12 SECTION 212-6 OF THE  
FDOT DESIGN MANUAL



INTERSECTION SIGHT VISIBILITY  
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**OVERALL LANDSCAPE PLAN**

SHEET NUMBER  
**L1.00**

Page 156 of 329

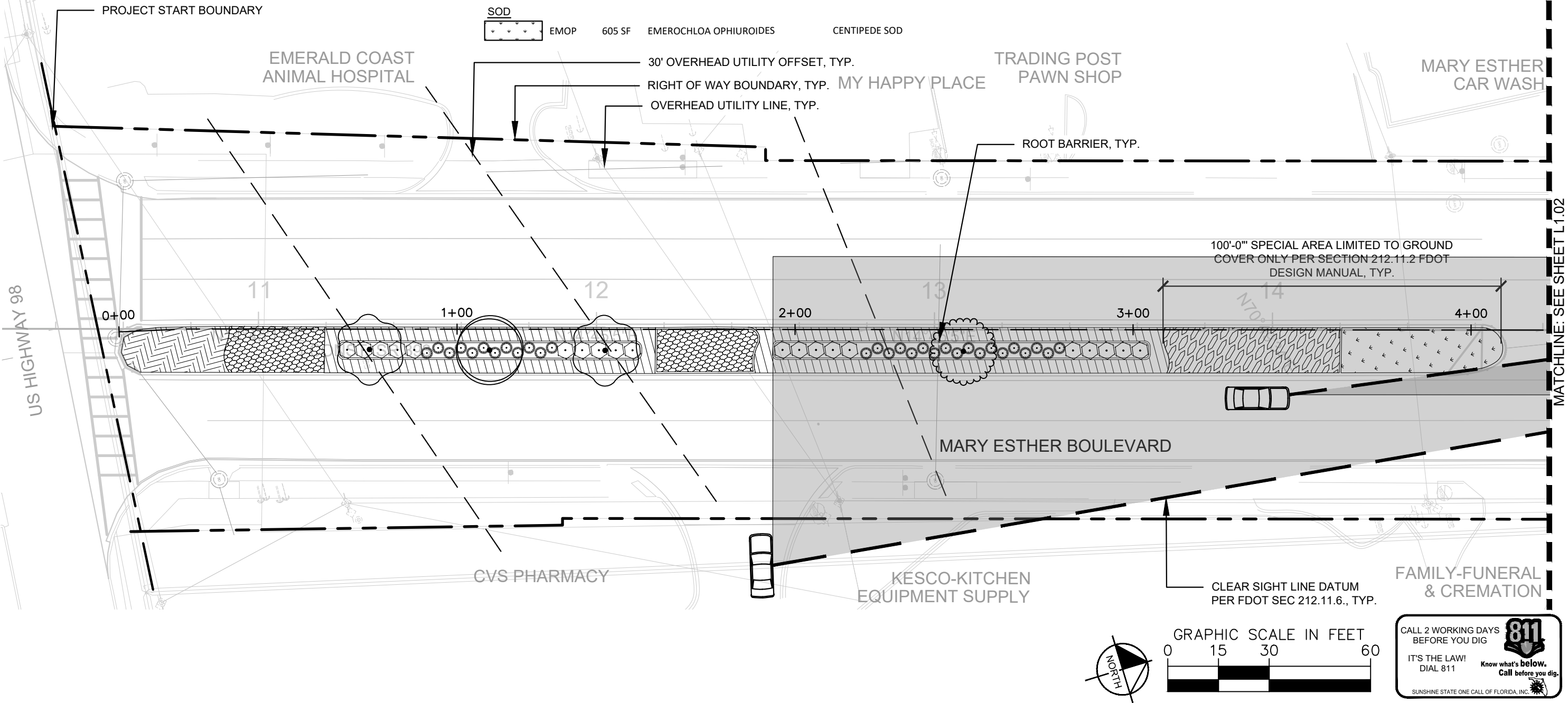
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# PLANT LEGEND MEDIAN 1

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
<b>CANOPY TREES</b>				
	MAGR	2	MAGNOLIA GRANDIFLORA 'LITTLE GEM' FL #1 MIN.	LITTLE GEM MAGNOLIA
	QUVI	1	QUERCUS VIRGINIANA 'QVTIA' SINGLE LEADER, STRAIGHT, FL #1 MIN.	HIGHRISE LIVE OAK
	QUVI(2)	1	QUERCUS VIRGINIANA 'QVTIA' FL #1 MIN., 8' MIN. CLEAR TRUNK	HIGHRISE LIVE OAK

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
<b>SHRUBS</b>				
	LISI	30	LIGUSTRUM SINENSE 'SUNSHINE' FL #1 MIN.	SUNSHINE LIGUSTRUM
	RHRF	20	RHODODENDRON 'RED FORMOSA' FL #1 MIN.	SOUTHERN INDICA HYBRID AZALEA
<b>GROUND COVERS</b>				
	AGAF	350	AGAPANTHUS AFRICANUS	LILY OF THE NILE
	DITA	179	DIANELLA TASMANICA 'VARIEGATA'	VARIEGATED FLAX LILY
	LIMU	182	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILYTURF
	TUVI	861	TULBAGHIA VIOLACIA	SOCIETY GARLIC
<b>SOD</b>				
	EMOP	605 SF	EMEROCHLOA OPHIUROIDES	CENTIPEDE SOD

NOTE:  
1. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES, 11" DIA.)



MATCHLINE: SEE SHEET L1.02

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SCALE	AS SHOWN
DESIGNED BY	MLW
DRAWN BY	MLW
CHECKED BY	CAJ

**MARY ESTHER BOULEVARD  
MEDIAN LANDSCAPING**  
PREPARED FOR  
**THE CITY OF MARY ESTHER**

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**MEDIAN 1 LANDSCAPE PLAN**

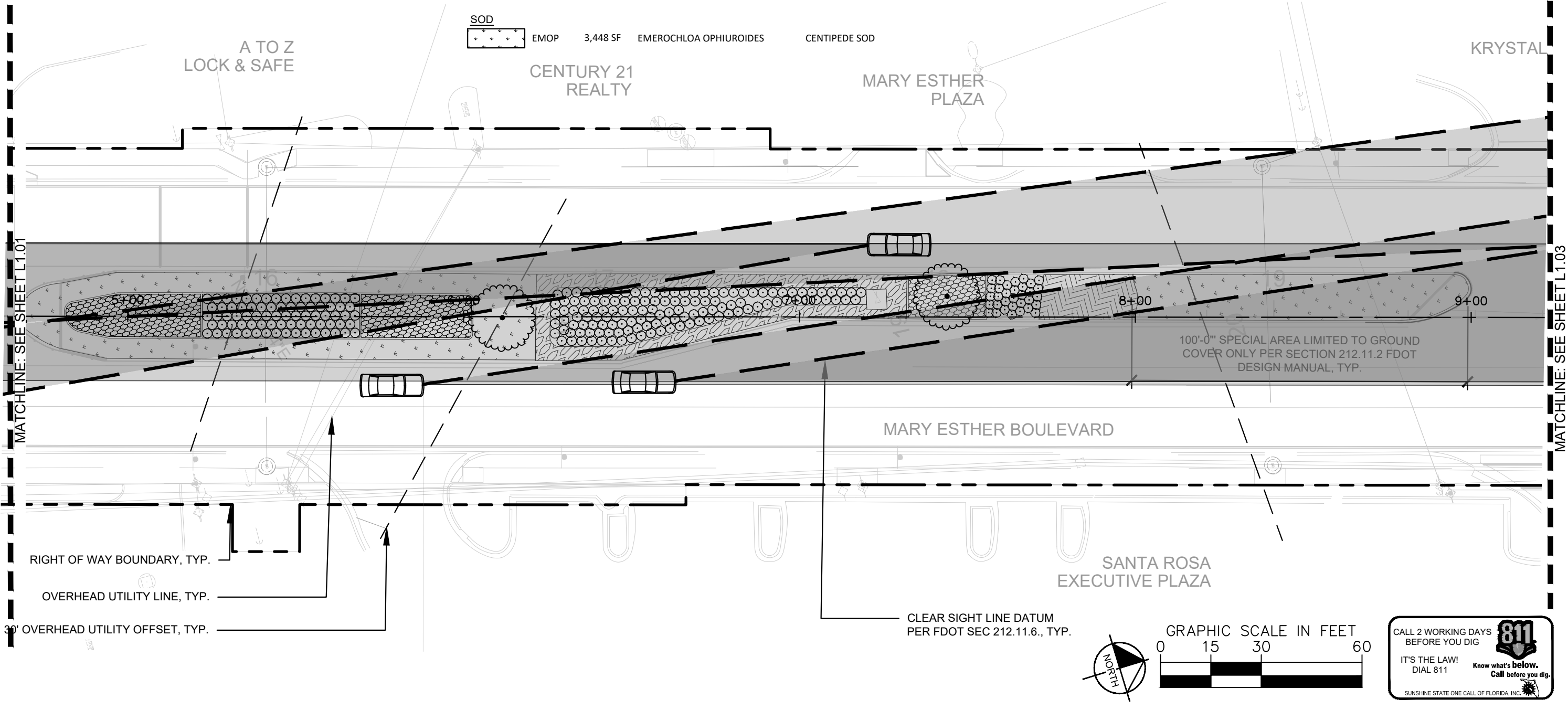
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**L1.01**

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# PLANT LEGEND MEDIAN 2

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
<b>CANOPY TREES</b>									
	QUVI(2)	2	QUERCUS VIRGINIANA 'QVTIA' FL #1 MIN., 8' MIN. CLEAR TRUNK	HIGHRISE LIVE OAK	<b>SHRUBS</b>				
						ZAFI	33	ZAMIA FLORIDANA FL #1 MIN.	FLORIDA COONTIE
					<b>ORNAMENTAL GRASSES</b>				
						MUCA	209	MUHLENBERGIA CAPILLARIS FL #1 MIN.	PINK MUHLY GRASS
					<b>GROUND COVERS</b>				
						AGAF	539	AGAPANTHUS AFRICANUS	LILY OF THE NILE
						DITA	257	DIANELLA TASMANICA 'VARIEGATA'	VARIEGATED FLAX LILY
						LIMU	175	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILYTURF
					<b>SOD</b>				
						EMOP	3,448 SF	EMEROCHLOA OPHIUROIDES	CENTIPEDE SOD

NOTE:  
1. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES , 11" DIA.)

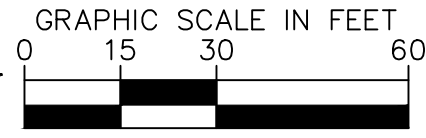
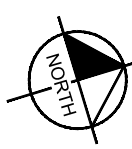


MATCHLINE: SEE SHEET L1.01

MATCHLINE: SEE SHEET L1.03

RIGHT OF WAY BOUNDARY, TYP.  
OVERHEAD UTILITY LINE, TYP.  
30' OVERHEAD UTILITY OFFSET, TYP.

CLEAR SIGHT LINE DATUM  
PER FDOT SEC 212.11.6., TYP.



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**THE CITY OF MARY ESTHER**

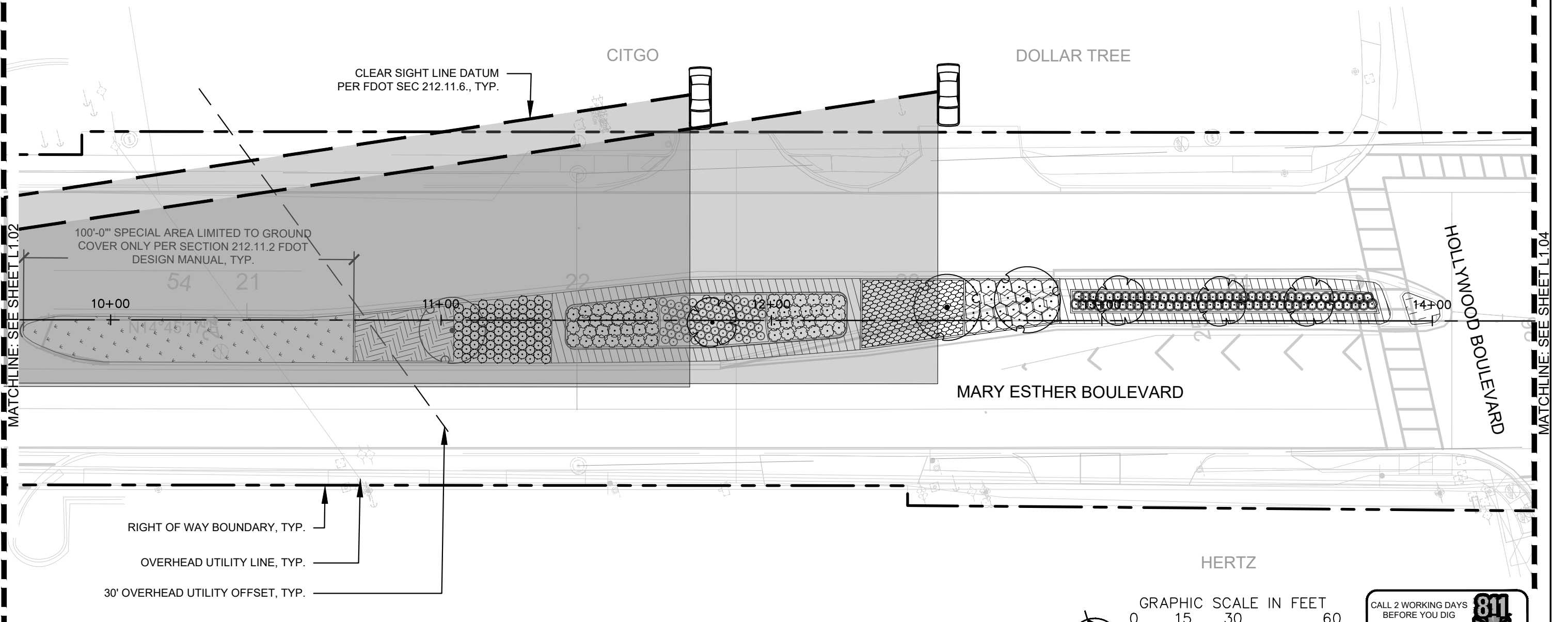
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**MEDIAN 2 LANDSCAPE PLAN**

SHEET NUMBER  
**L1.02**

# PLANT LEGEND MEDIAN 3

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
<b>CANOPY TREES</b>					<b>SHRUBS</b>					<b>GROUND COVERS</b>				
	QUSH	3	QUERCUS SHUMARDII FL #1 MIN.	SHUMARD OAK		LISI	75	LIGUSTRUM SINENSE 'SUNSHINE' FL #1 MIN.	SUNSHINE LIGUSTRUM		AGAF	262	AGAPANTHUS AFRICANUS	LILY OF THE NILE
<b>UNDERSTORY TREES</b>					<b>ORNAMENTAL GRASSES</b>									
	LAIN	4	LAGERSTROEMIA INDICA X FAURIEI 'NATCHEZ' FL #1 MIN. SINGLE STANDARD TRUNK	NATCHEZ CRAPE MYRTLE		MISI	52	MISCANTHUS SINENSIS 'ADAGIO' FL #1 MIN.	ADAGIO EULALIA GRASS		ARGL	137	ARACHIS GLABRATA	PERENNIAL PEANUT
											LIMU	212	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILYTURF
											TUVI	729	TULBAGHIA VIOLACIA	SOCIETY GARLIC
										<b>SOD</b>				
											EMOP	1,292 SF	EMEROCHLOA OPHIUROIDES	CENTPEDE SOD



NOTE:  
1. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES, 11" DIA.)

GRAPHIC SCALE IN FEET

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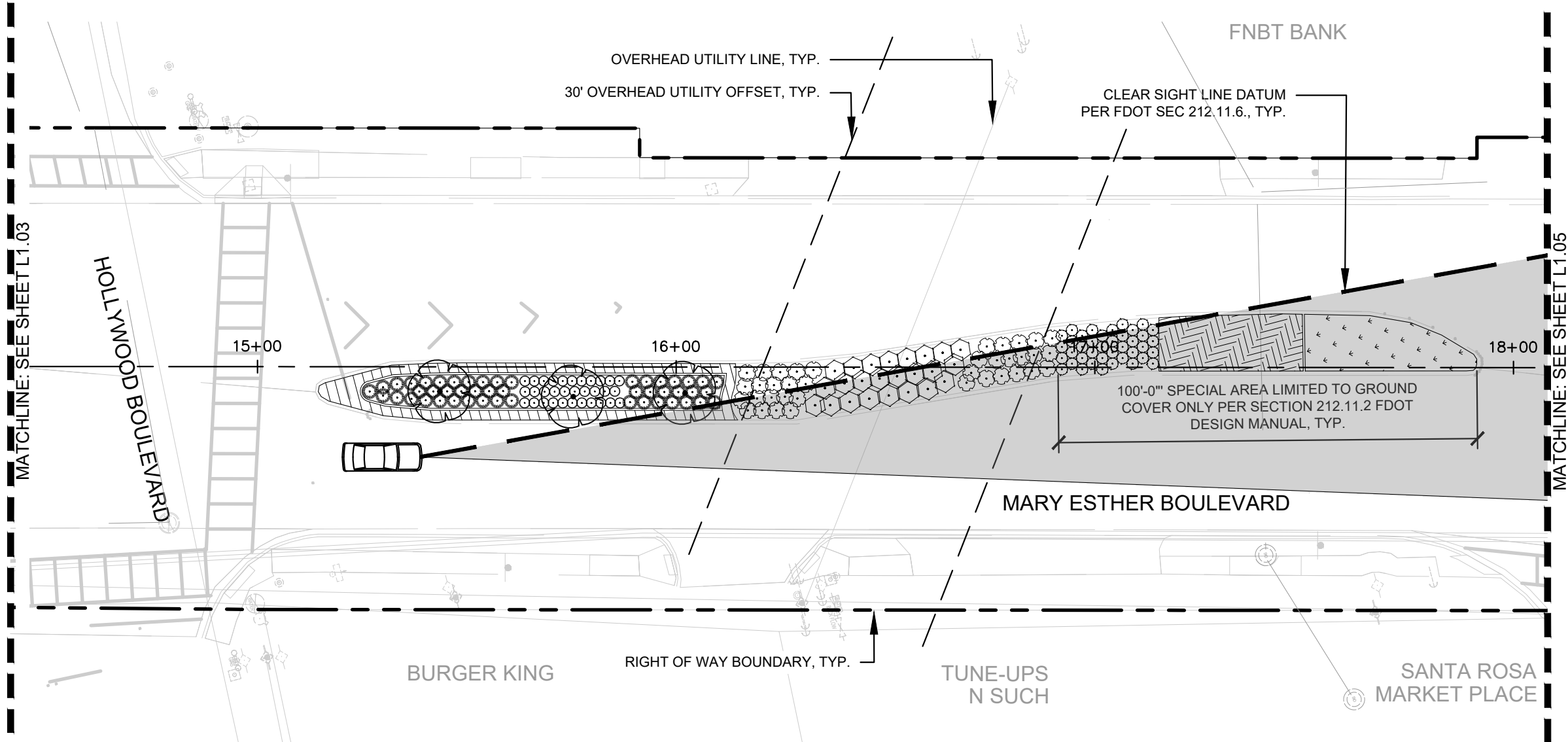
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No.	REVISIONS	DATE	BY				Page 159 of 329

# PLANT LEGEND MEDIAN 4

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
<b>UNDERSTORY TREES</b>					<b>SHRUBS</b>					<b>GROUND COVERS</b>				
	LAIN	3	LAGERSTROEMIA INDICA X FAURIEI 'NATCHEZ'	NATCHEZ CRAPE MYRTLE		LISI	48	LIGUSTRUM SINENSE 'SUNSHINE'	SUNSHINE LIGUSTRUM		LIMU	212	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILYTURF
			FL #1 MIN. SINGLE STANDARD TRUNK			RHRF	24	RHODODENDRON 'RED FORMOSA'	SOUTHERN INDICA HYBRID AZALEA		TUVI	228	TULBAGHIA VIOLACIA	SOCIETY GARLIC
						VIOB	32	VIBURNUM OBOVATUM 'WHORLED CLASS'	DWARF WALTER'S VIBURNUM	<b>SOD</b>				
						ZAFI	40	ZAMIA FLORIDANA	FLORIDA COONTIE		EMOP	453 SF	EMEROCHLOA OPHIUROIDES	CENTPEDE SOD
					<b>ORNAMENTAL GRASSES</b>									
						MISI	37	MISCANTHUS SINENSIS 'ADAGIO'	ADAGIO EULALIA GRASS					

NOTE:  
 1. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES , 11" DIA.)



GRAPHIC SCALE IN FEET  
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NORTH

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 PREPARED FOR  
**THE CITY OF MARY ESTHER**

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**MEDIAN 4 LANDSCAPE PLAN**

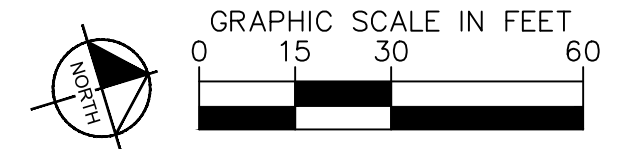
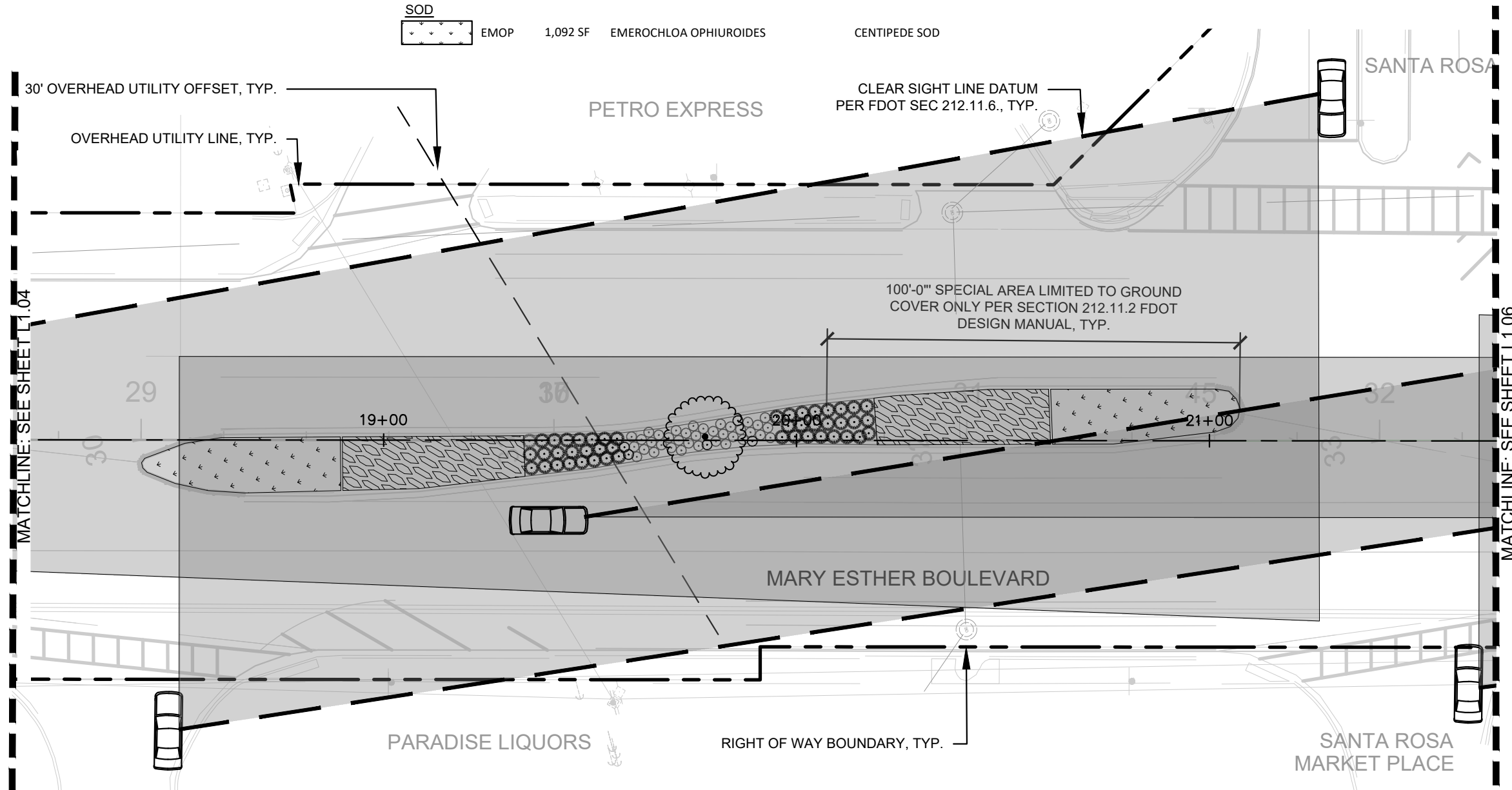
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No.	REVISIONS	DATE	BY

# PLANT LEGEND MEDIAN 5

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
<b>CANOPY TREES</b>									
	QUVI(2)	1	QUERCUS VIRGINIANA 'QVTIA' FL #1 MIN., 8' MIN. CLEAR TRUNK	HIGHRISE LIVE OAK	<b>SHRUBS</b>				
						LISI	46	LIGUSTRUM SINENSE 'SUNSHINE' FL #1 MIN.	SUNSHINE LIGUSTRUM
						VI0B	42	VIBURNUM OBOVATUM 'WHORLED CLASS' FULL, FL #1	DWARF WALTER'S VIBURNUM
<b>GROUND COVERS</b>									
						DITA	277	DIANELLA TASMANICA 'VARIEGATA'	VARIEGATED FLAX LILY
<b>SOD</b>									
						EMOP	1,092 SF	EMEROCHLOA OPHIUROIDES	CENTIPEDE SOD

NOTE:  
1. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES , 11" DIA.)



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**Kimley»Horn**

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2619 CENTENNIAL BOULEVARD, SUITE 200  
TALLAHASSEE, FL 32308 PHONE: 850-553-3500  
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KHA PROJECT	142199005
DATE	9/23/2025
SCALE	AS SHOWN
DESIGNED BY	MLW
DRAWN BY	MLW
CHECKED BY	CAJ

**MARY ESTHER BOULEVARD  
MEDIAN LANDSCAPING**

PREPARED FOR  
**THE CITY OF MARY ESTHER**

LICENSED PROFESSIONAL

FL DATE:

**MEDIAN 5 LANDSCAPE PLAN**

SHEET NUMBER  
**L1.05**

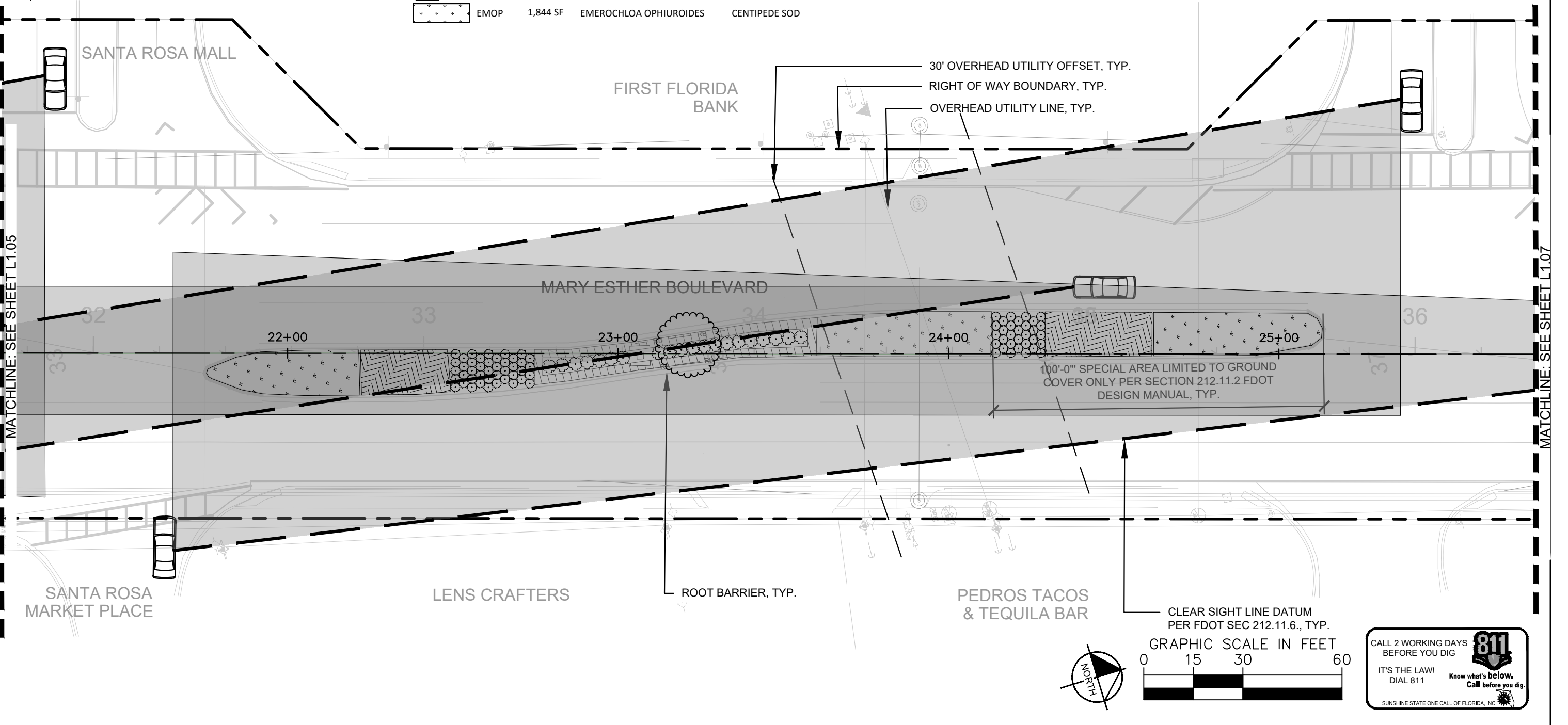
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# PLANT LEGEND MEDIAN 6

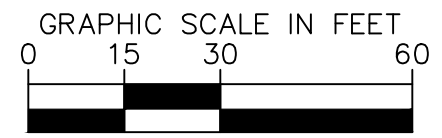
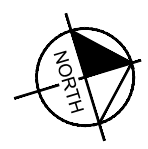
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
<b>CANOPY TREES</b>					<b>ORNAMENTAL GRASSES</b>				
	QUVI(2)	1	QUERCUS VIRGINIANA 'QVTIA' FL #1 MIN., 8' MIN. CLEAR TRUNK	HIGHRISE LIVE OAK		MISI	20	MISCANTHUS SINENSIS 'ADAGIO' FL #1 MIN.	ADAGIO EULALIA GRASS
<b>SHRUBS</b>					<b>GROUND COVERS</b>				
	ZAFL	75	ZAMIA FLORIDANA FL #1 MIN.	FLORIDA COONTIE		LIMU	367	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILYTURF
					<b>SOD</b>				
						EMOP	1,844 SF	EMEROCHLOA OPHIUROIDES	CENTIPEDE SOD

NOTE:  
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MATCHLINE: SEE SHEET L1.05

MATCHLINE: SEE SHEET L1.07



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**MARY ESTHER BOULEVARD  
MEDIAN LANDSCAPING**

PREPARED FOR  
**THE CITY OF MARY ESTHER**

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FL DATE:

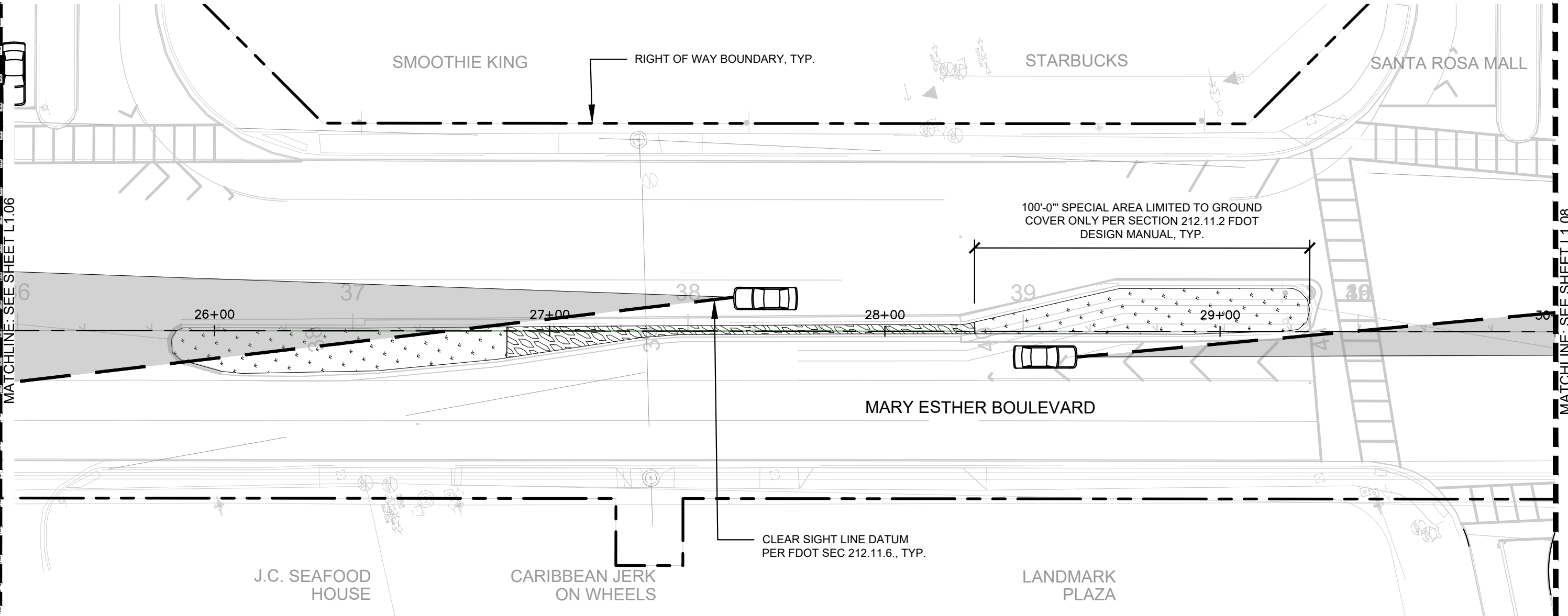
**MEDIAN 6 LANDSCAPE PLAN**

SHEET NUMBER  
**L1.06**

# PLANT LEGEND MEDIAN 7

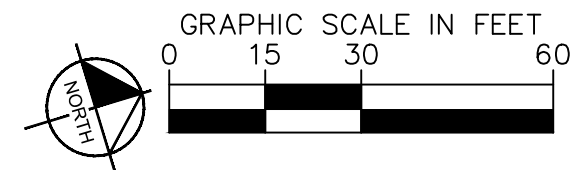
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
<b>GROUND COVERS</b>				
	DITA	138	DIANELLA TASMANICA 'VARIEGATA'	VARIEGATED FLAX LILY
<b>SOD</b>				
	EMOP	2,302 SF	EMEROCHLOA OPHIUROIDES	CENTIPEDE SOD

NOTE:  
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MATCHLINE: SEE SHEET L1.06

MATCHLINE: SEE SHEET L1.08



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**MEDIAN 7 LANDSCAPE PLAN**

SHEET NUMBER  
**L1.07**

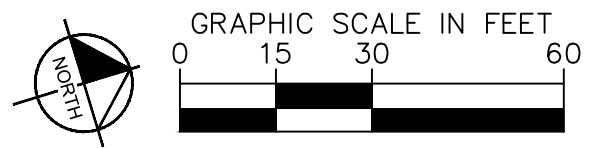
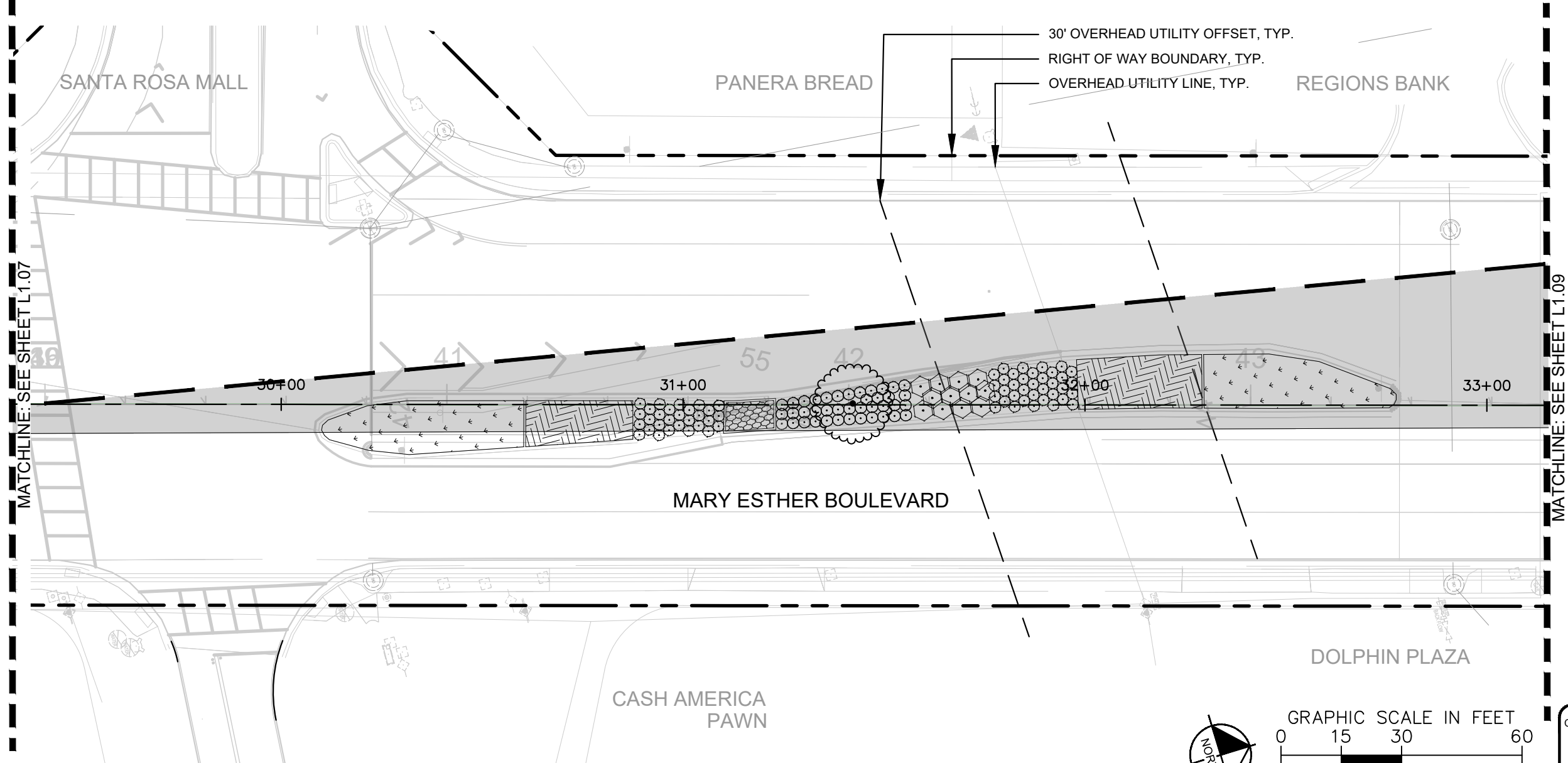
No.	REVISIONS	DATE	BY

# PLANT LEGEND MEDIAN 8

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
<b>CANOPY TREES</b>				
	QUVI(2)	1	QUERCUS VIRGINIANA 'QVTIA' FL #1 MIN., 8' MIN. CLEAR TRUNK	HIGHRISE LIVE OAK
<b>SHRUBS</b>				
	RHRF	12	RHODODENDRON 'RED FORMOSA' FL #1 MIN.	SOUTHERN INDICA HYBRID AZALEA
	ZAFL	66	ZAMIA FLORIDANA FL #1 MIN.	FLORIDA COONTIE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
<b>ORNAMENTAL GRASSES</b>				
	MUCA	40	MUHLENBERGIA CAPILLARIS FL #1 MIN.	PINK MUHLY GRASS
<b>GROUND COVERS</b>				
	AGAF	39	AGAPANTHUS AFRICANUS	LILY OF THE NILE
	LIMU	316	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILYTURF
<b>SOD</b>				
	EMOP	1,090 SF	EMEROCHLOA OPHIUROIDES	CENTIPEDE SOD

NOTE:  
1. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES , 11" DIA.)



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**MARY ESTHER BOULEVARD  
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**MEDIAN 8 LANDSCAPE PLAN**

SHEET NUMBER  
**L1.08**

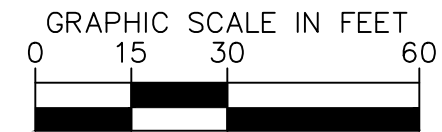
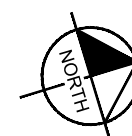
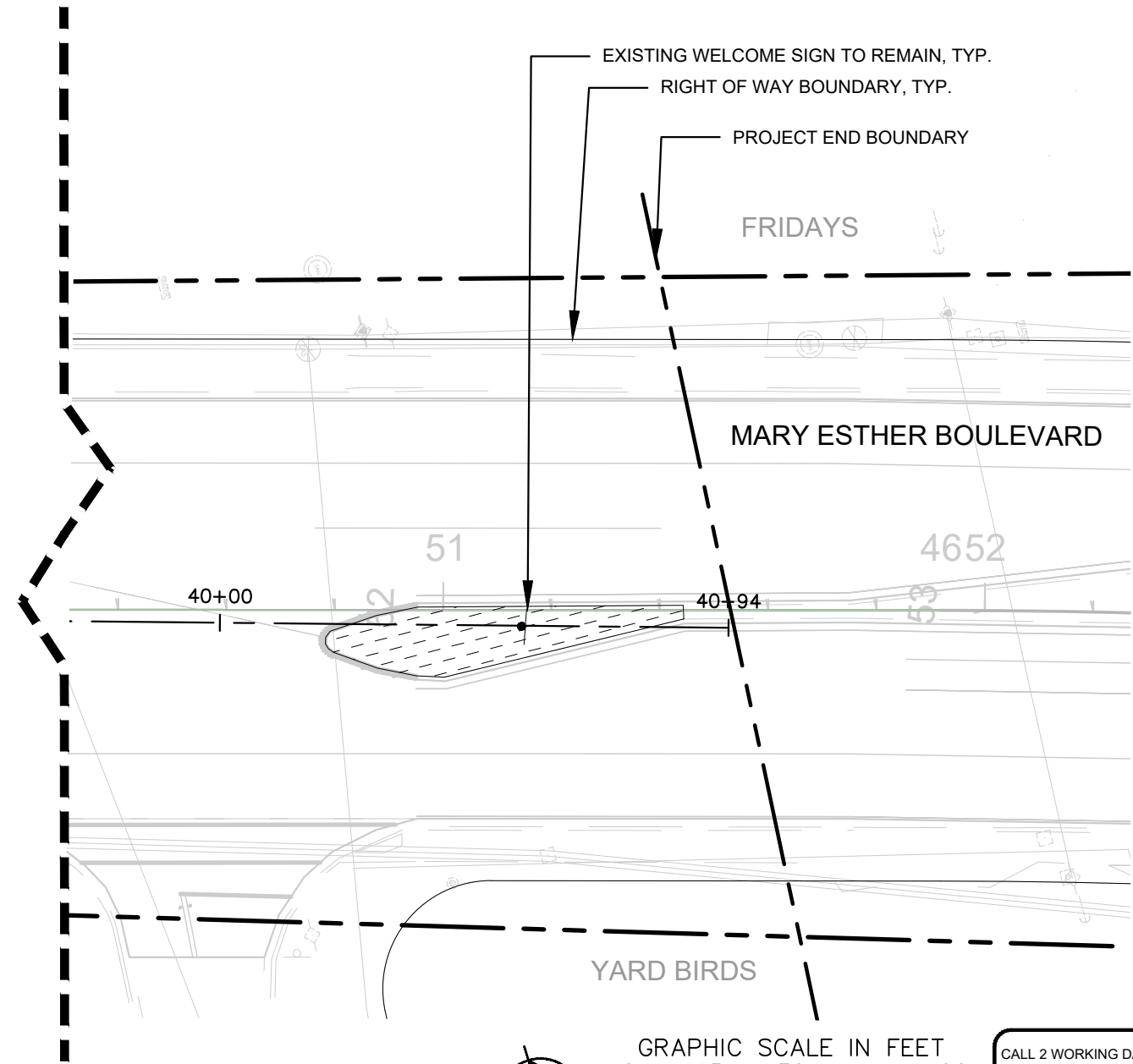
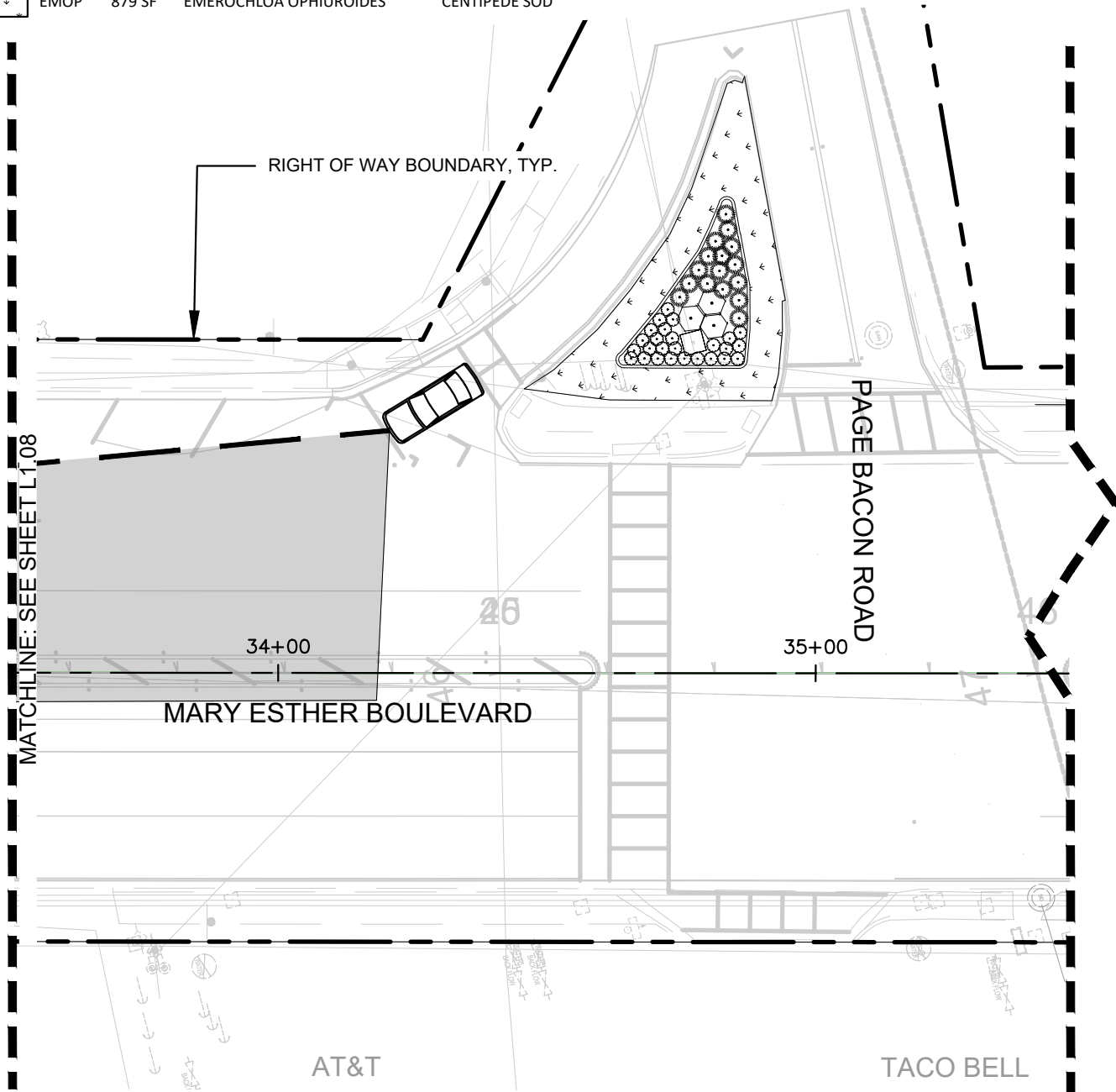
**PLANT LEGEND MEDIAN 9**

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
<b>SHRUBS</b>				
	ILVO	26	ILEX VOMITORIA 'NANA' FL #1 MIN.	DWARF YAUPON HOLLY
	LISI	16	LIGUSTRUM SINENSE 'SUNSHINE' FL #1 MIN.	SUNSHINE LIGUSTRUM
	RHRF	3	RHODODENDRON 'RED FORMOSA' FL #1 MIN.	SOUTHERN INDICA HYBRID AZALEA
<b>SOD</b>				
	EMOP	879 SF	EMEROCHLOA OPHIUROIDES	CENTIPEDE SOD

**PLANT LEGEND MEDIAN 10**

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
<b>GROUND COVERS</b>				
	ARGL	1,017	ARACHIS GLABRATA	PERENNIAL PEANUT

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SCALE AS SHOWN  
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PREPARED FOR  
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**MEDIAN 9 & 10 LANDSCAPE PLAN**

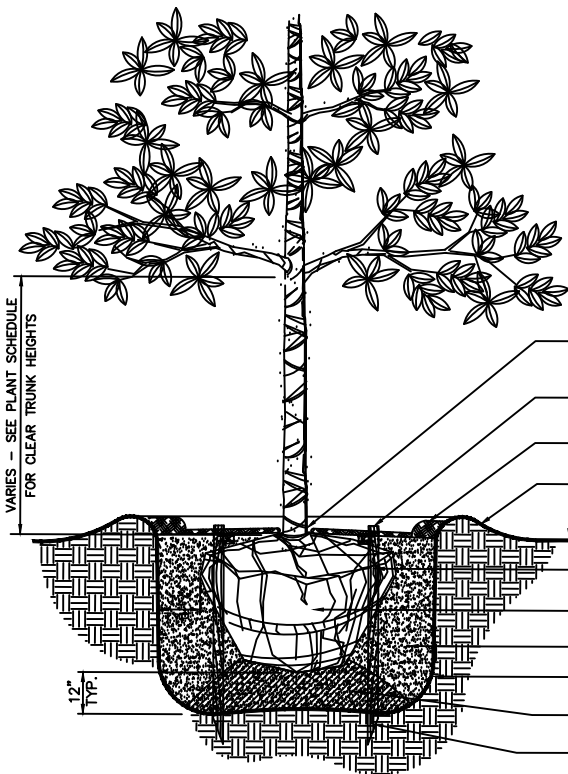
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**L1.09**

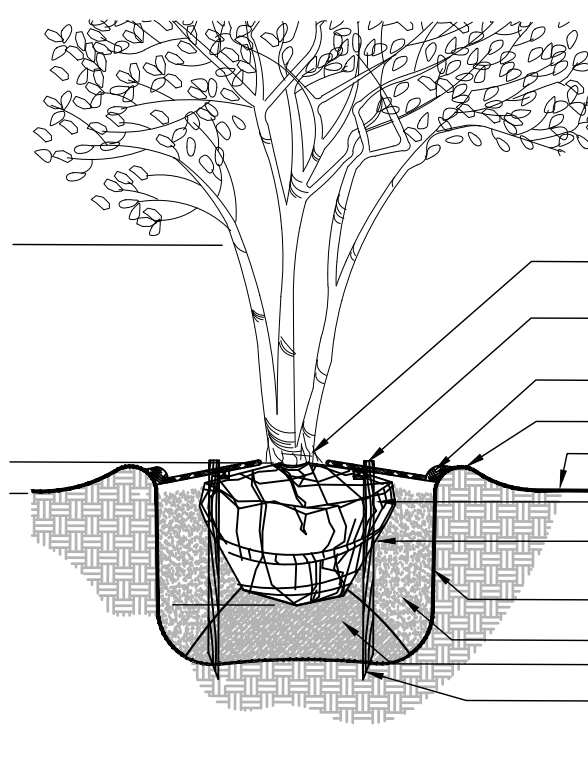
No.	REVISIONS	DATE	BY

FL DATE:

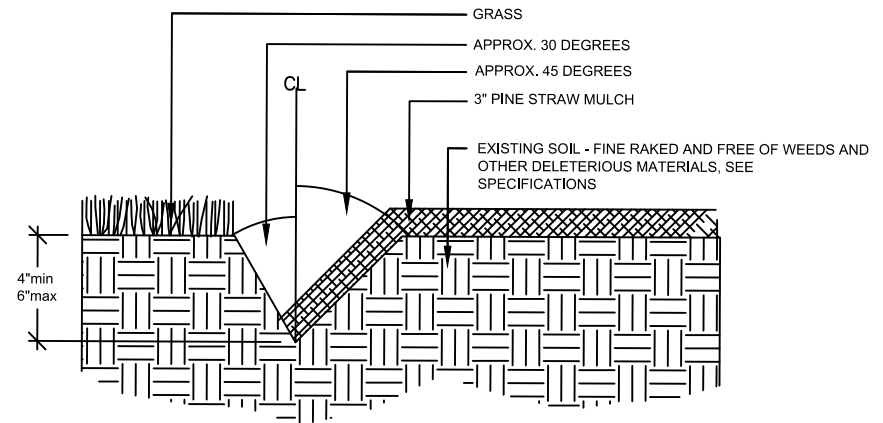
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- NOTE:**
1. FINAL TREE PLACEMENT TO BE APPROVED BY OWNER'S REPRESENTATIVE AND COORDINATED WITH THE COUNTY INSPECTOR.
  2. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
- TOP OF ROOT FLARE SHALL BE 1"-2" ABOVE FINISH GRADE
  - 2" X 2" UNTREATED WOOD CROSS BRACE EXTENDING OVER ROOT BALL AND TREE WELL
  - 3" MIN. OF PINE STRAW MULCH -12" CLEARANCE AROUND TRUNKS AND STEMS
  - SOIL BERM TO HOLD WATER
  - FINISHED GRADE
  - 2" X 2" WOOD STAKE FOR TREES UNDER 4" CAL., 2" X 4" WOOD STAKE FOR TREES 4" CAL. & ABOVE
  - B&B OR CONTAINERIZED SEE PLANTING SCHEDULE FOR SPECIFICATIONS
  - PREPARED PLANTING SOIL
  - SCARIFY SIDES OF HOLE TO 4" DEPTH MINIMUM
  - COMPACT PLANTING SOIL BENEATH ROOTBALL
  - STAKES SHALL BE DRIVEN MINIMUM OF 3'-0" INTO COMPACTED SOIL AND SUBGRADE



- NOTES:**
1. FINAL TREE PLACEMENT TO BE APPROVED BY OWNER'S REPRESENTATIVE AND COORDINATED WITH THE COUNTY INSPECTOR.
  2. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
- TOP OF ROOT FLARE SHALL BE 1"-2" ABOVE FINISH GRADE
  - 2" X 2" UNTREATED WOOD CROSS BRACE EXTENDING OVER ROOT BALL AND TREE WELL
  - 3" MIN. OF PINE STRAW MULCH -12" CLEARANCE AROUND TRUNKS AND STEMS
  - SOIL BERM TO HOLD WATER
  - FINISHED GRADE
  - 2"X2" WOOD STAKES FOR TREES UNDER 4" CAL. 2"X4" WOOD STAKES FOR TREES 4" CAL & ABOVE
  - B+B OR CONTAINERIZED (SEE PLANT SCHEDULE FOR CONTAINER REQUIREMENTS)
  - SCARIFY SIDES OF HOLE TO 4" DEPTH MINIMUM
  - PREPARED PLANTING SOIL
  - COMPACT PLANTING SOIL BENEATH ROOTBALL
  - STAKES SHALL BE DRIVEN MINIMUM OF 3'-0" INTO COMPACTED SOIL AND SUBGRADE



- NOTES:**
1. EXCAVATE TRENCH BY HAND WITH SPADE. ADD EXCESS SOIL TO ADJACENT PLANT BED AFTER PULLING BACK EXISTING MULCH, RAKE SOIL AND SMOOTH BEFORE MULCHING.
  2. ALL EXISTING TREES TO BE SAVED SHALL HAVE MINIMUM OF 36 INCHES OF PINE STRAW MULCH RADIUS AROUND TRUNKS.

**1 CANOPY TREE PLANTING**  
NTS

149-079-038-02

**2 MULTI-TRUNK TREE PLANTING**  
NTS

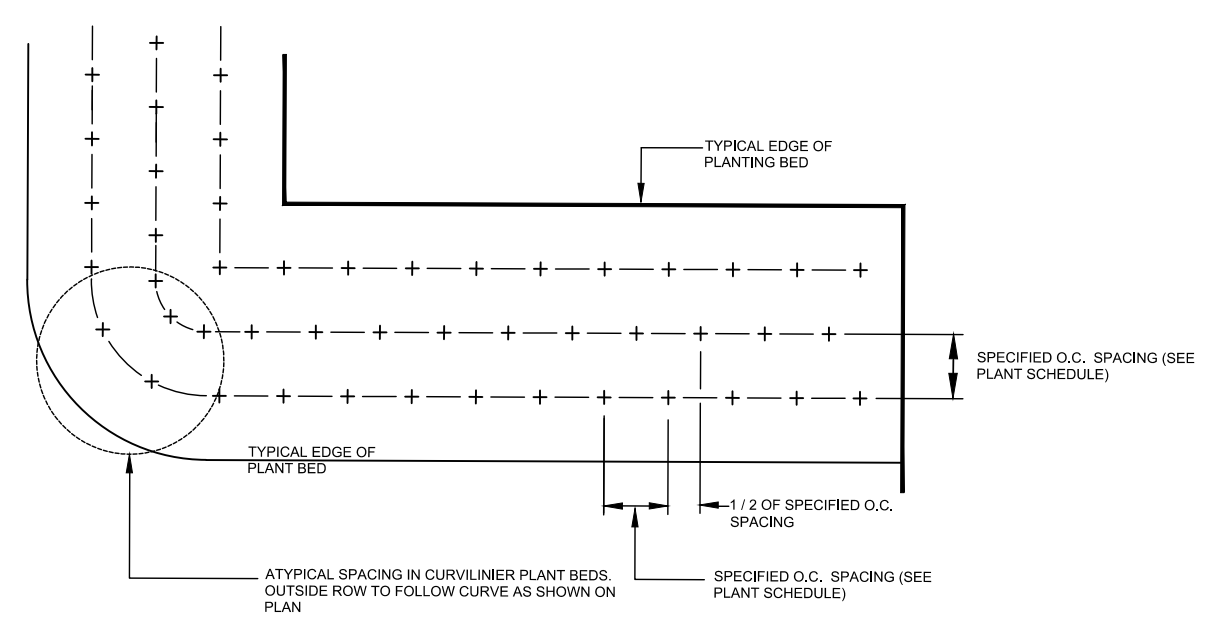
**3 PLANTING BED & TREE MULCH RING EDGE**  
NTS

Specified tree root barrier is a mechanical barrier and root deflector used to prevent tree roots from damaging hardscapes and landscapes. Assembled in 24" (609 mm) long modules to create varying lengths for linear applications, or perimeter surround applications at minimum 8' (243cm) diameter.

- A. Materials**
1. The contractor shall furnish and install tree root barrier as specified. The root barrier shall be either product #UB 36-2 or UB 48-2 as manufactured by DeepRoot® Green Infrastructure, LLC, 530 Washington Street, San Francisco, CA, www.deeproot.com (800.458.7668).
  2. Root barrier shall be recyclable, black, extruded panels with 0.80" (2.03 mm) wall thickness in modules 24" (609 mm) long and either 36" (910 mm) or 48" (1220 mm) deep.
  3. Root barrier shall be manufactured with 100% reprocessed homopolymer polyethylene with added ultraviolet inhibitors.
  4. Root barrier shall be comprised of 24" (609 mm) modules. Each panel shall have no less than four (4) Molded Integral Vertical Root Directing Ribs of a minimum 0.080" (2.03 mm) thickness, protruding 1/2" (12.7 mm) at 90° from interior of the barrier panel, spaced 6" (152.4 mm) apart. (See Detail A)
  5. Root barrier shall have an integrated Joining System for assembly by sliding one panel into another.

**Detail A**  
**TREE ROOT BARRIER PANEL**

Material and Thickness	Homopolymer Polyethylene 0.080 inch Extruded	
Properties	Typical Value	ASTM Test Method
Tensile stress @ yield	3800 PSI	D638
Elongation @ break %	10%	D638
Tensile Modulus	155,000 PSI	D638
Notched Izod Impact	0.4 - 4.0	D256A
Flexual Modulus	145,000	D790
Hardness Shore	P66	D2240



**5 GROUNDCOVER SPACING**  
NTS

**4 TREE ROOT BARRIER**  
NTS

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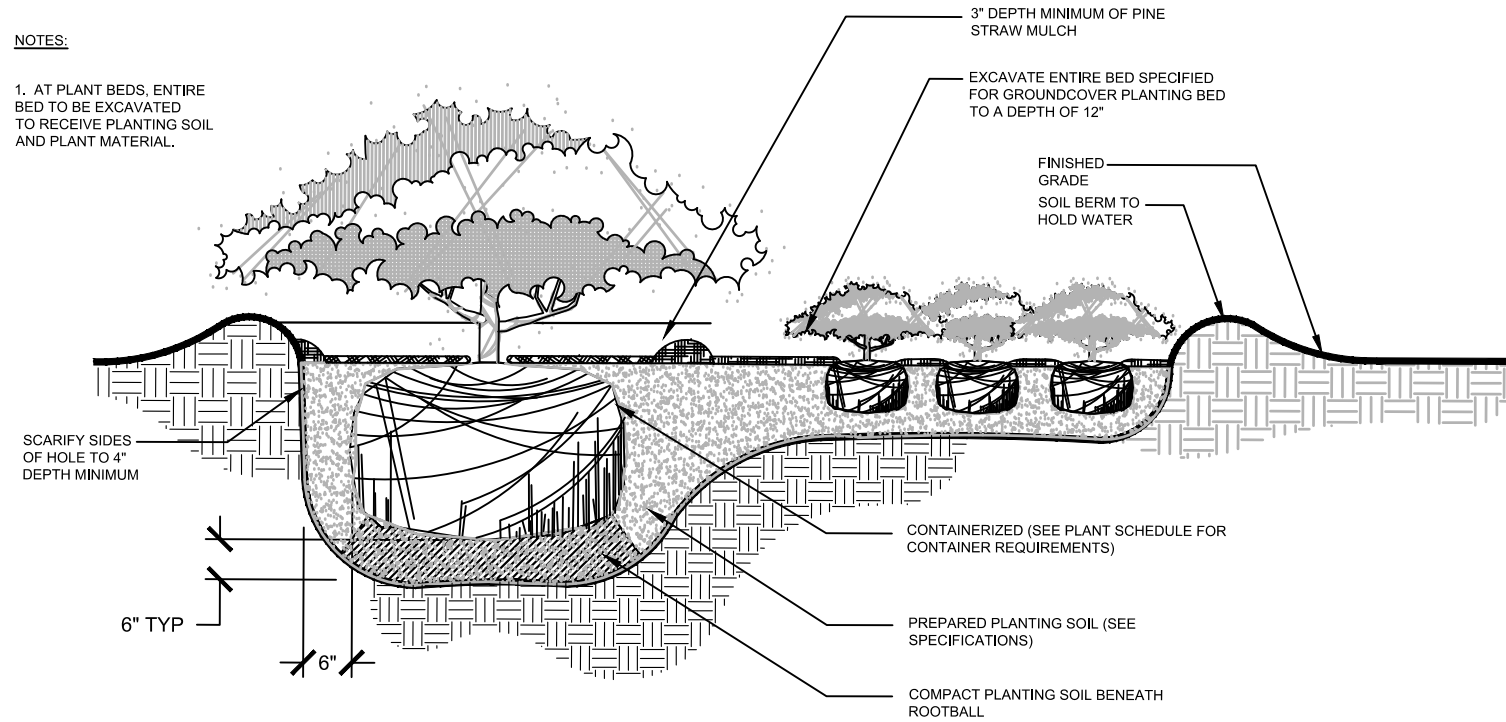
**LANDSCAPE DETAILS**

SHEET NUMBER	L1.50
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**NOTES:**

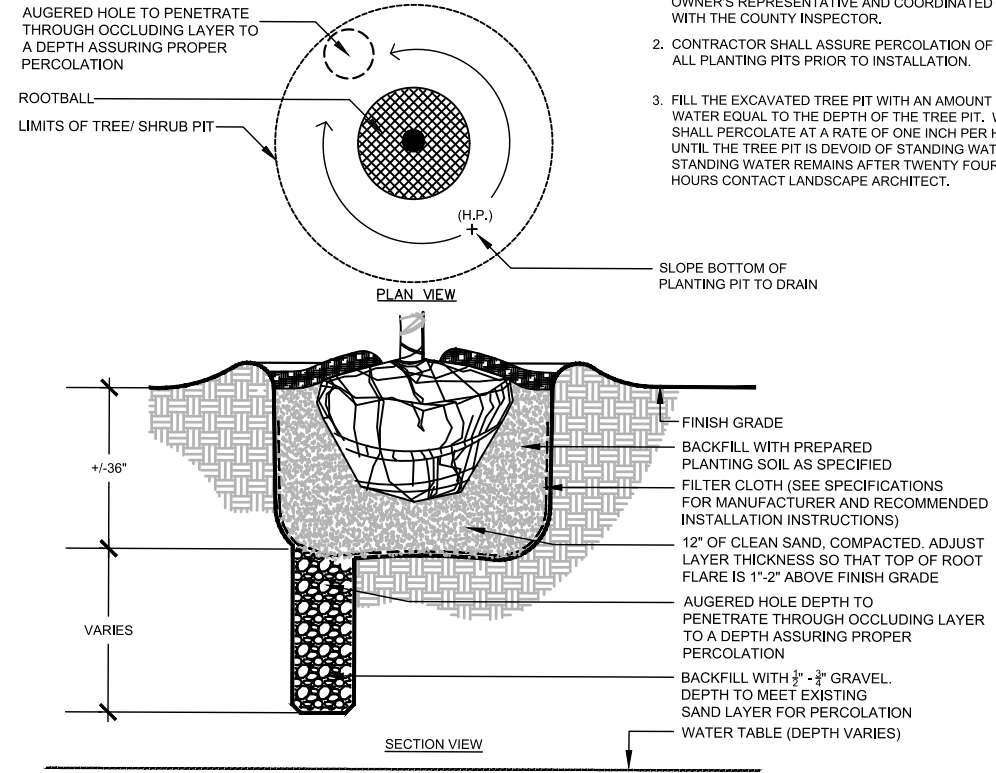
1. AT PLANT BEDS, ENTIRE BED TO BE EXCAVATED TO RECEIVE PLANTING SOIL AND PLANT MATERIAL.



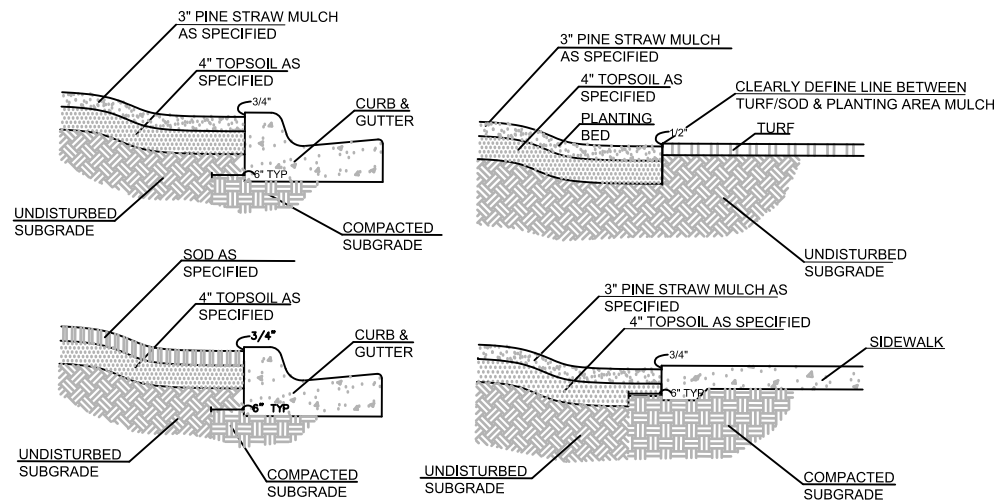
**1 SHRUB PLANTING**  
NTS

**NOTE:**

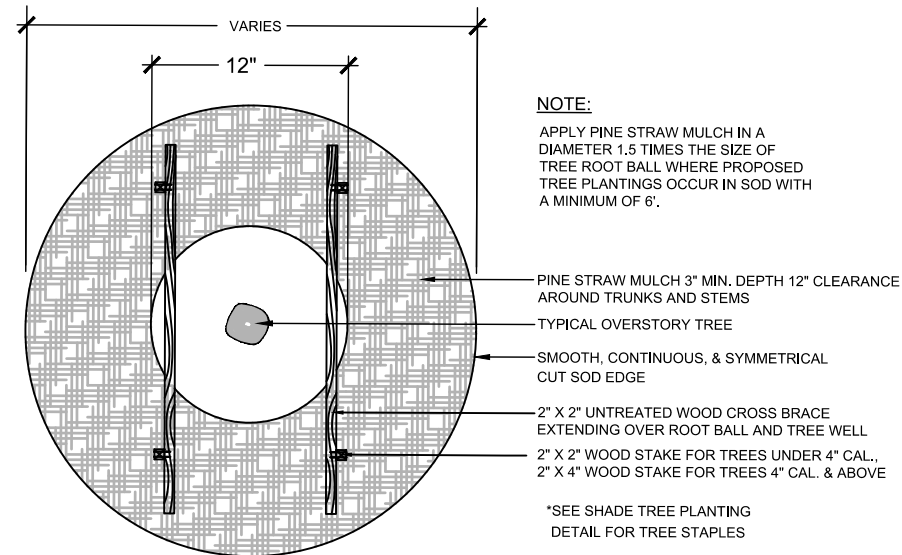
1. FINAL TREE PLACEMENT TO BE APPROVED BY OWNER'S REPRESENTATIVE AND COORDINATED WITH THE COUNTY INSPECTOR.
2. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
3. FILL THE EXCAVATED TREE PIT WITH AN AMOUNT OF WATER EQUAL TO THE DEPTH OF THE TREE PIT. WATER SHALL PERCOLATE AT A RATE OF ONE INCH PER HOUR UNTIL THE TREE PIT IS DEVOID OF STANDING WATER. IF STANDING WATER REMAINS AFTER TWENTY FOUR HOURS CONTACT LANDSCAPE ARCHITECT.



**2 PLANTING IN POOR SOILS**  
NTS



**3 TYPICAL EDGE CONDITIONS**  
NTS



**4 TREE MULCH RING**  
NTS

**NOTE:**

APPLY PINE STRAW MULCH IN A DIAMETER 1.5 TIMES THE SIZE OF TREE ROOT BALL WHERE PROPOSED TREE PLANTINGS OCCUR IN SOD WITH A MINIMUM OF 6\"/>

- PINE STRAW MULCH 3\"/>
- TYPICAL OVERSTORY TREE
- SMOOTH, CONTINUOUS, & SYMMETRICAL CUT SOD EDGE
- 2\"/>
- 2\"/>
- 2\"/>

\*SEE SHADE TREE PLANTING DETAIL FOR TREE STAPLES

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**LANDSCAPE DETAILS**

SHEET NUMBER

**L1.51**

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**GENERAL IRRIGATION NOTES**

- THE IRRIGATION CONTRACTOR SHALL VERIFY THAT THE EXISTING WELL AND PUMP STATION IS IN WORKING ORDER AND CONFIRM DEPTH AND PUMP SERVICE.
- COORDINATE IRRIGATION INSTALLATION WITH PLANTING PLAN AND SITE CONDITIONS TO PROVIDE COMPLETE 100% COVERAGE WITH MINIMUM OVERSPRAY. THE IRRIGATION CONTRACTOR SHALL MAKE MINOR ADJUSTMENTS TO ENSURE PROPER COVERAGE AT NO ADDITIONAL COST TO THE OWNER.
- ALL CONSTRUCTION SHALL CONFORM TO CITY, COUNTY, STATE, AND FEDERAL REQUIREMENTS. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO ENSURE THAT ALL IRRIGATION EQUIPMENT MEETS GOVERNMENT REGULATIONS. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS OR APPROVALS PRIOR TO COMMENCEMENT OF OPERATIONS ON-SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE OWNER/GENERAL CONTRACTOR.
- LATERAL PIPE SHALL BE INSTALLED AT A MINIMUM DEPTH OF 12 INCHES. MAINLINE PIPE AND WIRES SHALL BE INSTALLED AT A MINIMUM DEPTH OF 18 INCHES.
- ELECTRICAL POWER SHALL BE PROVIDED WITHIN 5 FEET OF CONTROLLER LOCATION BY GENERAL CONTRACTOR.
- 24 VOLT VALVE WIRE SHALL BE A MINIMUM OF 14 GAUGE, U.L. APPROVED FOR DIRECT BURIAL, SINGLE CONDUCTOR "IRRIGATION WIRE". CONTRACTOR TO CONFIRM WIRE SIZE PRIOR TO INSTALLATION. WIRE SPLICES SHALL BE ENCASED IN A WATERPROOF WIRE CONNECTOR UL APPROVED AND FILLED WITH SILICONE.
- IRRIGATION VALVES AND VALVE BOXES SHALL BE LOCATED IN LANDSCAPE BEDS OR GROUND COVER AREAS WHENEVER POSSIBLE. ALL REMOTE VALVE BOXES SHALL BE SET FLUSH WITH FINISHED GRADE AND CONTAIN ONE CUBIC FOOT OF CLEAN GRAVEL BENEATH VALVE. LABEL REMOTE BOXES WITH ONE-INCH ALPHA NUMERIC NOTATION CORRESPONDING TO THE APPLICABLE ALPHA CONTROLLER AND NUMERIC STATION. USE TIER 8/TRAFFIC RATED VALVE/SPLICE BOXES IN MEDIAN LOCATIONS. USE 15" X 9.5" RECTANGULAR BOX FOR DRIP VALVES UNLESS NOTED OTHERWISE. DOUBLE CHECK ASSEMBLY SHALL BE BOXED ACCORDING TO LOCAL CODES. IRRIGATION VALVE AND SPLICE BOXES SHALL BE MINIMUM TIER 8/TRAFFIC RATED.
- USE PVC SWING JOINT ASSEMBLIES TO CONNECT ALL SPRAY AND ROTOR HEADS.
- CONTRACTOR IS TO CONTACT APPROPRIATE AUTHORITIES AND LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, EQUIPMENT QUANTITIES, AND UTILITY LOCATIONS PRIOR TO BEGINNING WORK.
- SLEEVES SHALL BE INSTALLED BY GENERAL CONTRACTOR UNLESS OTHERWISE NOTED. SLEEVE MATERIAL SHALL BE PVC, SCHD. 40. CONTRACTOR SHALL EXTEND SLEEVES 18 INCHES BEYOND EDGE OF ALL PAVEMENT. ELECTRICAL WIRES FOR IRRIGATION VALVES AND IRRIGATION LINES ARE TO BE PLACED IN SEPARATE SLEEVES. SEE SLEEVING DETAIL. ALL PRESSURE MAINLINES UNDER ASPHALT PAVEMENT SHALL BE PLACED WITHIN SLEEVES AS NOTED. ALL SLEEVES SHALL BE TWICE THE SIZE OF THE PIPE BEING SLEEVED.
- DRIP LINE SHALL BE SUBMERSED PER MANUFACTURER RECOMMENDATIONS.
- CONTRACTOR SHALL ADJUST SPRAY NOZZLES FOR "HEAD-TO-HEAD" COVERAGE AND ADJUST FOR MINIMUM OVERSPRAY ONTO PAVEMENT. NO OVERSPRAY IS PERMITTED ONTO STREETS OR SIDEWALKS.
- CONTRACTOR SHALL SUPPLY AND CONSTRUCT IRRIGATION SYSTEM WITH ALL MATERIALS AND PER MANUFACTURER SPECIFICATIONS SHOWN ON THIS PLAN. IF CONTRACTOR PREFERENCES MATERIALS THAT DIFFER FROM THE THIS PLAN, THEY SHALL BE APPROVED BY THE IRRIGATION DESIGNER PRIOR TO CONSTRUCTION.
- VERIFY CONTROLLER AND RAIN SENSOR LOCATION AND MAINLINE POINT OF CONNECTION AT PROJECT SITE WITH OWNER.
- EXISTING TREES TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. DO NOT TRENCH OR EXCAVATE WITHIN THE CRITICAL ROOT ZONE OF ANY TREE.
- IRRIGATION LATERAL LINES, MAIN LINES AND EQUIPMENT MAY BE SHOWN OUTSIDE PROPERTY LINES ON THIS PLAN, ALL IRRIGATION LINES AND EQUIPMENT ARE TO BE WITHIN AND INSTALLED WITHIN THE LIMITS OF THE PROPERTY LINE.
- SUPPLY LINE AND METER TO BE PROVIDED BY GENERAL CONTRACTOR. BACKFLOW PREVENTER TO BE PROVIDED BY IRRIGATION CONTRACTOR. IRRIGATION CONTRACTOR'S POINT OF CONNECTION TO BEGIN AFTER THE IRRIGATION WATER METER..
- INSTALLATION OF WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANNER AS TO ALLOW FOR A SPEEDY AND ORDERLY COMPLETION OF ALL WORK ON THE SITE.
- SET SPRAY HEADS 4" FROM BACK OF CURB OR 24" IF PAVEMENT HAS NO CURB.

THE IRRIGATION CONTRACTOR SHALL VERIFY THAT THE EXISTING WELL AND PUMP STATION IS IN WORKING ORDER AND CONFIRM DEPTH AND PUMP SERVICE.

CONTRACTOR SHALL TEST IRRIGATION WATER TO ENSURE IT IS SUITABLE FOR LANDSCAPE IRRIGATION. IF THE IRON CONTENT EXCEEDS 1.2 PARTS PER MILLION, THE CONTRACTOR SHALL PROVIDE A COST PROPOSAL TO THE OWNER'S REPRESENTATIVE FOR PROVIDING A RUST INHIBITOR SYSTEM TO ENSURE THAT PROPOSED IMPROVEMENTS ARE NOT STAINED. THIS WORK, IF NEEDED, WILL BE IN ADDITION TO THE CONTRACT.

SEE THIS SHEET FOR IRRIGATION WELL AND PUMP STATION PERFORMANCE SPECIFICATIONS.

QUANTITIES PROVIDED IN SCHEDULE ARE FOR CONVENIENCE ONLY. CONTRACTOR TO CONFIRM ALL QUANTITIES PRIOR TO BIDDING.

ALL IRRIGATION SLEEVES SHALL BE TWICE THE SIZE OF THE DIAMETER OF THE PIPE BEING SLEEVED.

REFERENCE MAXIMUM LATERAL DRIPLINE CHART TO DETERMINE MINIMUM NUMBER OF POINTS OF CONNECTION PER DRIP LINE ZONE.

WHERE LAYOUT FLEXIBILITY EXISTS CENTER FEED LAYOUTS MUST BE USED. THIS ALLOWS FOR EVEN FLOW OF WATER THROUGH THE ZONE.

ALL DRIP ZONES SHALL ALSO INCLUDE ONE AIR RELIEF VALVE LOCATED AT THE HIGHEST POINT OF THE ZONE, ONE FLUSH VALVE LOCATED AT THE LOWEST POINT OF THE ZONE, AND ONE OPERIND OR INDICATOR LOCATED AT THE FURTHEST EXTENT OF OF EACH DRIP RUN.

ZONES LOWER THAN THE CAPACITY OF THE FLOW SENSOR ARE TO BE WIRED IN THE CONTROLLER WITH ANOTHER ZONE SO THAT THE FLOW SENSOR READS BOTH ZONES AS ONE ZONE IN ORDER TO MEET THE FLOW SENSOR'S LOWEST GPM REQUIREMENT. DRIP ZONES REQUIRED TO REMAIN PIPED AS SEPARATE ZONES.

**CONTRACTOR RESPONSIBLE FOR VERIFYING POWER TO CONTROLLER: 120 VAC +/- 10%, 60Hz MINIMUM CONTACT THE DISTRICT'S UTILITY COORDINATORS TO HELP ENSURE ACCESS TO POWER FOR THE IRRIGATION SYSTEM**

**IRRIGATION WELL AND PUMP STATION PERFORMANCE SPECIFICATION**

- IRRIGATION WATER SUPPLY : EXISTING WELLS AND PUMP STATION LOCATED IN MEDIANS TWO AND SIX.
- 1.01 PERFORMANCE REQUIREMENTS
- A. MINIMUM TESTED IRRIGATION WATER SUPPLY WELL PERFORMANCE CAPACITY:
- THE WELL SHALL BE CAPABLE OF A MINIMUM OF 40 GPM AT 60 PSI AT THE WELL HEAD. THE SUBMERSIBLE PUMP AND MOTOR SHALL BE DESIGNED FOR CONTINUOUS SUBMERGED OPERATION. THE PUMP SHALL BE DRIVEN BY A MOTOR ATTACHED BELOW THE PUMP SECTION. CONTRACTOR TO PROVIDE, PERMIT, AND INCLUDE BID PRICE ELECTRICAL POWER SOURCE THAT SHALL BE 480 VOLT, 3 PHASE, 60 HERTZ. THE WELL PUMP SHALL BE CONTROLLED WITH A VARIABLE FREQUENCY DRIVE. THE VFD PANEL SHALL BE MOUNTED AT LEAST 12" FROM FINISHED GRADE INSIDE A PROTECTIVE COVER. THIS DATA SHALL BE THE BASIS FOR DETERMINING ALL VARIABLES SUCH AS THE PUMP, MOTOR, VFD, AND WIRE SIZE. THE DEPTH OF THE WELL SHALL BE DETERMINED AS NEEDED FOR PERFORMANCE REQUIREMENTS. IF PUMP IS IN NON-WORKING ORDER CONTRACTOR SHALL SUPPLY NEW PUMP STATION THAT MATCHES THE DISTRICTS EXISTING PUMP BOX PACKAGE.
- 1.02 QUALITY ASSURANCE
- A. TESTING AGENCY QUALIFICATIONS: AN INDEPENDENT TESTING AGENCY, ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION, WITH THE EXPERIENCE AND CAPABILITY TO CONDUCT THE TESTING INDICATED, AS DOCUMENTED ACCORDING TO ASTM E 548.
- B. ELECTRICAL COMPONENTS, DEVICES, AND ACCESSORIES: LISTED AND LABELED AS DEFINED IN NFPA 70, ARTICLE 100, BY A TESTING AGENCY ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION, AND MARKED FOR INTENDED USE.
- C. AWWA COMPLIANCE: COMPLY WITH AWWA A100 FOR WATER SUPPLY WELLS.

**VALVE SCHEDULE**

NUMBER	MODEL	SIZE	TYPE	GPM	WIRE	PSI	PSI @ POC	PRECIP
1	RAIN BIRD XCZ-150-LCS	1-1/2"	AREA FOR DRIPLINE	25.01		15.2	29.8	0.96 in/h
2	RAIN BIRD XCZ-150-LCS	1-1/2"	AREA FOR DRIPLINE	23.23		19.5	32.9	0.96 in/h
3	RAIN BIRD PEB-IVM	1"	BUBBLER	2		21.8	26.7	0.89 in/h
4	RAIN BIRD PEB-IVM	1-1/2"	TURF SPRAY	35.87		37.4	44.9	2.68 in/h
5	RAIN BIRD PEB-IVM	1"	BUBBLER	1		21.4	26.2	0.89 in/h
6	RAIN BIRD XCZ-150-LCS	1-1/2"	AREA FOR DRIPLINE	25.91		15.5	20.8	0.96 in/h
7	RAIN BIRD XCZ-150-LCS	1-1/2"	AREA FOR DRIPLINE	18.33		14.9	19.9	0.96 in/h
8	RAIN BIRD PEB-IVM	1-1/2"	TURF ROTARY	28.63		36.9	42.3	2.72 in/h
9	RAIN BIRD PEB-IVM	1"	TURF ROTARY	9.46		48.3	53.4	0.69 in/h
10	RAIN BIRD PEB-IVM	1"	TURF ROTARY	13.24		49.4	54.7	1.0 in/h
11	RAIN BIRD XCZ-150-LCS	1-1/2"	AREA FOR DRIPLINE	42.18		15.7	27.5	0.96 in/h
12	RAIN BIRD XCZ-100-LC	1"	AREA FOR DRIPLINE	14.09		27.9	34.0	0.96 in/h
13	RAIN BIRD PEB-IVM	1"	BUBBLER	3.5		22.1	27.0	0.91 in/h
14	RAIN BIRD XCZ-150-LCS	1-1/2"	AREA FOR DRIPLINE	32.2		14.8	23.8	0.96 in/h
15	RAIN BIRD XCZ-100-LC	1"	AREA FOR DRIPLINE	17.73		32.9	44.9	0.96 in/h
16	RAIN BIRD XCZ-100-LC	1"	AREA FOR DRIPLINE	12.23		24.8	33.3	0.96 in/h
17	RAIN BIRD PEB-IVM	1"	BUBBLER	1.5		21.7	26.6	0.87 in/h
18	RAIN BIRD PEB-IVM	1"	TURF ROTARY	8.3		49.6	57.1	0.69 in/h
19	RAIN BIRD XCZ-150-LCS	1-1/2"	AREA FOR DRIPLINE	16.32		15.8	30.6	0.96 in/h
20	RAIN BIRD PEB-IVM	1"	BUBBLER	0.5		21.0	25.8	0.97 in/h
21	RAIN BIRD PEB-IVM	1"	TURF ROTARY	8.92		53.6	61.8	0.77 in/h
22	RAIN BIRD XCZ-150-LCS	1-1/2"	AREA FOR DRIPLINE	18.96		15.3	33.4	0.96 in/h
23	RAIN BIRD PEB-IVM	1-1/2"	TURF SPRAY	26.54		34.9	41.0	3.58 in/h
24	RAIN BIRD XCZ-150-LCS	1-1/2"	AREA FOR DRIPLINE	50.14	52.8	14.9	20.6	0.96 in/h
25	RAIN BIRD PEB-IVM	1"	BUBBLER	0.5	52.0	21.0	25.8	1.05 in/h
26	RAIN BIRD PEB-IVM	1-1/2"	TURF SPRAY	52.56	412.0	39.7	51.9	1.58 in/h
27	RAIN BIRD XCZ-100-LC	1"	AREA FOR DRIPLINE	5.38	416.5	18.6	23.6	0.96 in/h
28	RAIN BIRD PEB-IVM	1"	TURF SPRAY	11.04	772.1	33.0	39.4	1.52 in/h
29	RAIN BIRD PEB-IVM	1"	BUBBLER	0.5	887.2	21.0	25.8	1.09 in/h
30	RAIN BIRD XCZ-150-LCS	1-1/2"	AREA FOR DRIPLINE	28.39	891.7	15.3	30.8	0.96 in/h
31	RAIN BIRD PEB-IVM	1"	TURF SPRAY	14.04	974.8	33.4	41.6	2.18 in/h
32	RAIN BIRD PEB-IVM	1-1/2"	TURF SPRAY	33.49	1,203	36.1	62.8	3.05 in/h
33	RAIN BIRD PEB-IVM	1-1/2"	TURF SPRAY	24.27	1,220	35.7	53.0	2.48 in/h
34	RAIN BIRD XCZ-100-LC	1"	AREA FOR DRIPLINE	3.86	1,234	16.5	22.4	0.96 in/h
35	RAIN BIRD XCZ-100-LC	1"	AREA FOR DRIPLINE	5.5	1,788	18.1	60.6	0.96 in/h
36	RAIN BIRD PEB-IVM	1"	TURF SPRAY	9.72	46.9	36.5	41.3	1.28 in/h
				Common Wire		3,803		

WELL #1

WELL #2

No.	REVISIONS	DATE	BY

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KHA PROJECT	142199005
DATE	9/23/2025
SCALE	AS SHOWN
DESIGNED BY	MLW
DRAWN BY	MLW
CHECKED BY	AMH

**MARY ESTHER BOULEVARD  
 MEDIAN LANDSCAPING**

PREPARED FOR  
**THE CITY OF MARY ESTHER**

MARY ESTHER

LICENSED PROFESSIONAL

\_\_\_\_\_

FL DATE: \_\_\_\_\_

**IRRIGATION NOTES**

SHEET NUMBER

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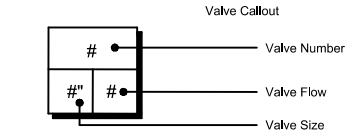
# IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
	RAIN BIRD 1806 MPR SERIES 06V	82	ADJ	30	≤ 1.48	6'
	RAIN BIRD 1806 MPR SERIES 08V	52	ADJ	30	≤ 2.88	8'
	RAIN BIRD 1806 MPR SERIES 10V	6	ADJ	30	≤ 2.99	10'
	RAIN BIRD 1806 MPR SERIES 12V	52	ADJ	30	≤ 2.38	12'
	RAIN BIRD 1806 MPR SERIES 15V	22	ADJ	30	≤ 3.67	15'
	RAIN BIRD R-VAN14 1806-P45 RV-14	62	ADJ	45		14'
	RAIN BIRD R-VAN14 1806-P45 RV-14F	2	360	45	1.27	14'
	RAIN BIRD R-VAN18 1806-P45 RV-18	15	ADJ	45		17'
	RAIN BIRD 1800-1400 FLOOD 1401	38	360	20	0.25	3'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD XZC-100-LC WIDE FLOW DRIP CONTROL KIT, FOR LIGHT COMMERCIAL USES. 1IN. PEB VALVE, WITH 1IN. PRESSURE REGULATING 40PSI BASKET FILTER. 0.3-20 GPM.	6
	RAIN BIRD XZC-150-LCS HIGH FLOW CONTROL ZONE KIT WITH LOW MINIMUM INLET PRESSURE REQUIREMENTS, FOR LARGE COMMERCIAL DRIP ZONES. 1-1/2IN. PEB GLOBE VALVE WITH HIGH-CAPACITY FILTER AND PRESSURE REGULATING SYSTEM (PRS) FIXED AT 40PSI. FLOW RANGE: 20 - 62 GPM.	10
	PIPE TRANSITION POINT ABOVE GRADE PIPE TRANSITION POINT FROM PVC LATERAL TO DRIP TUBING WITH RISER TO ABOVE GRADE INSTALLATION.	42
	RAIN BIRD MDCFCAP - FLUSH VALVE DRIPLINE FLUSH VALVE CAP IN COMPRESSION FITTING COUPLER.	13
	RAIN BIRD ARV050 - AIR RELIEF VALVE 1/2IN. AIR RELIEF VALVE, MADE OF QUALITY RUST-PROOF MATERIALS, WITH A GIN. DRIP VALVE BOX. USE WITH INSTALLATION BELOW SOIL. THE VALVE WILL ALLOW AIR TO ESCAPE THE PIPELINE, THUS PREVENTING WATER HAMMER OR BLOCKAGE.	16
	AREA TO RECEIVE DRIPLINE RAIN BIRD XFS-06-12 XFS SUB-SURFACE PRESSURE COMPENSATING DRIPLINE W/COPPER SHIELD TECHNOLOGY. 0.6 GPH EMITTERS AT 12" O.C. LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. UV RESISTANT. SPECIFY XF INSERT FITTINGS.	24,979 LF

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD PEB-IVM 1IN., 1-1/2IN., 2IN. PLASTIC INDUSTRIAL SMART VALVES W/ FACTORY INSTALLED IVM-SOL. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION.	20
	SHUT OFF VALVE	2
	RAIN BIRD PEB-IVM - MASTER VALVE 2" PLASTIC INDUSTRIAL SMART VALVES W/ FACTORY INSTALLED IVM-SOL. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION.	2
	NETAFIM TLCV050M1-B IN LINE CHECK VALVE WITH 1/2IN. MALE PIPE THREAD. LARGE INLET OPENING, AND PREVENTS BACK FLOW OF WATER AND DRAINAGE OF THE SYSTEM INTO LOW AREAS. FLOW RATE: 0.9GPM TO 4.4GPM.	2
	RAIN BIRD ESP-LXD-LXMM 50 STATION, 2-WIRE DECODER BASED CONTROLLER IN EXISTING VAULT. (1) ESP-LXD 50-STATION, INDOOR/OUTDOOR, PLASTIC WALL-MOUNT ENCLOSURE. SYSTEM REQUIREMENTS: RAIN BIRD FD-XXX-TURF FIELD DECODERS, PAIGE ELECTRIC CABLE P7072D & RAIN BIRD WC20 DRY SPLICES ONLY. GROUND SYSTEM W/ (X) LSP-1TURF LINE SURGE PROTECTORS TIER 8/TRAFFIC RATED VALVE/SPLICE BOXES IN MEDIAN LOCATIONS. INSTALL PER MANUFACTURERS RECOMMENDATIONS	1

	RAIN BIRD ESP-LXD-LXMM 50 STATION, 2-WIRE DECODER BASED CONTROLLER IN EXISTING VAULT. (1) ESP-LXD 50-STATION, INDOOR/OUTDOOR, PLASTIC WALL-MOUNT ENCLOSURE. SYSTEM REQUIREMENTS: RAIN BIRD FD-XXX-TURF FIELD DECODERS, PAIGE ELECTRIC CABLE P7072D & RAIN BIRD WC20 DRY SPLICES ONLY. GROUND SYSTEM W/ (X) LSP-1TURF LINE SURGE PROTECTORS INSTALL PER MANUFACTURERS RECOMMENDATIONS	1
	RAIN BIRD RSD-BEX RAIN SENSOR, WITH METAL LATCHING BRACKET, EXTENSION WIRE.	1
	RAIN BIRD RSD-BEX RAIN SENSOR, WITH METAL LATCHING BRACKET, EXTENSION WIRE.	1
	RAIN BIRD UFS-150 1-1/2IN. ULTRASONIC FLOW SENSORS, WITH GLASS FILLED NYLON BODY. OPERATING RANGE 0.5 GPM TO . SIZE FOR FLOW NOT ACCORDING TO PIPE SIZE.	1
	RAIN BIRD UFS-150 1-1/2IN. ULTRASONIC FLOW SENSORS, WITH GLASS FILLED NYLON BODY. OPERATING RANGE 0.5 GPM TO . SIZE FOR FLOW NOT ACCORDING TO PIPE SIZE.	1
	EXISTING IRRIGATION WELL ADD PUMP STATION	1
	EXISTING IRRIGATION WELL ADD PUMP STATION	1
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 3/4" MIN.	6,090 LF
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 1" MIN.	3,803 LF
	PIPE SLEEVE: PVC SCHEDULE 40 TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH SLEEVING MATERIAL. EXTEND SLEEVES 36 INCHES BEYOND EDGES OF PAVING OR CONSTRUCTION. DISTRICT STANDARD IRRIGATION SLEEVE CURB MARKERS ARE REQUIRED.	274.1 LF
	PIPE SLEEVE: PVC SCHEDULE 40 TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH SLEEVING MATERIAL. EXTEND SLEEVES 36 INCHES BEYOND EDGES OF PAVING OR CONSTRUCTION. DISTRICT STANDARD IRRIGATION SLEEVE CURB MARKERS ARE REQUIRED.	1,133 LF



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KHA PROJECT 142199005
DATE 9/23/2025
SCALE AS SHOWN
DESIGNED BY MLW
DRAWN BY MLW
CHECKED BY AMH

**MARY ESTHER BOULEVARD  
MEDIAN LANDSCAPING**

PREPARED FOR  
**THE CITY OF MARY ESTHER**

MARY ESTHER

LICENSED PROFESSIONAL

\_\_\_\_\_

FL DATE: \_\_\_\_\_

**IRRIGATION SCHEDULE**

SHEET NUMBER

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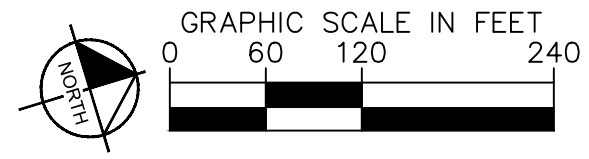
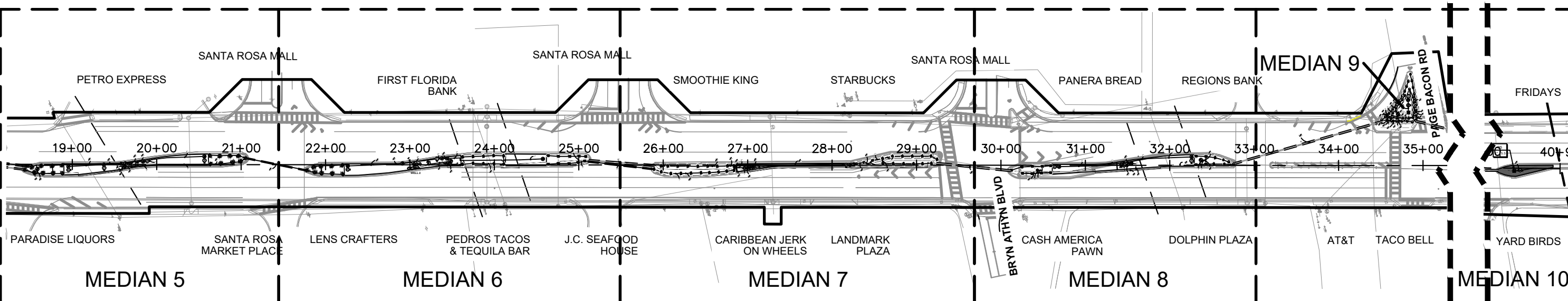
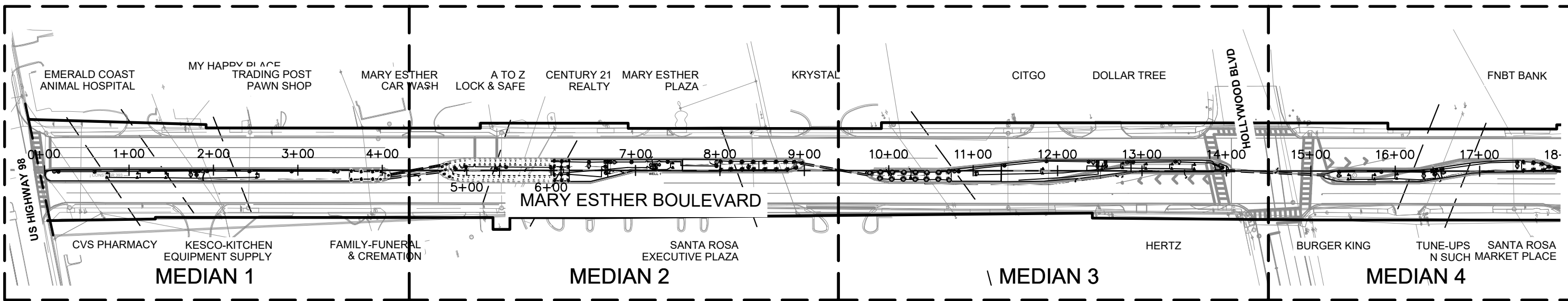
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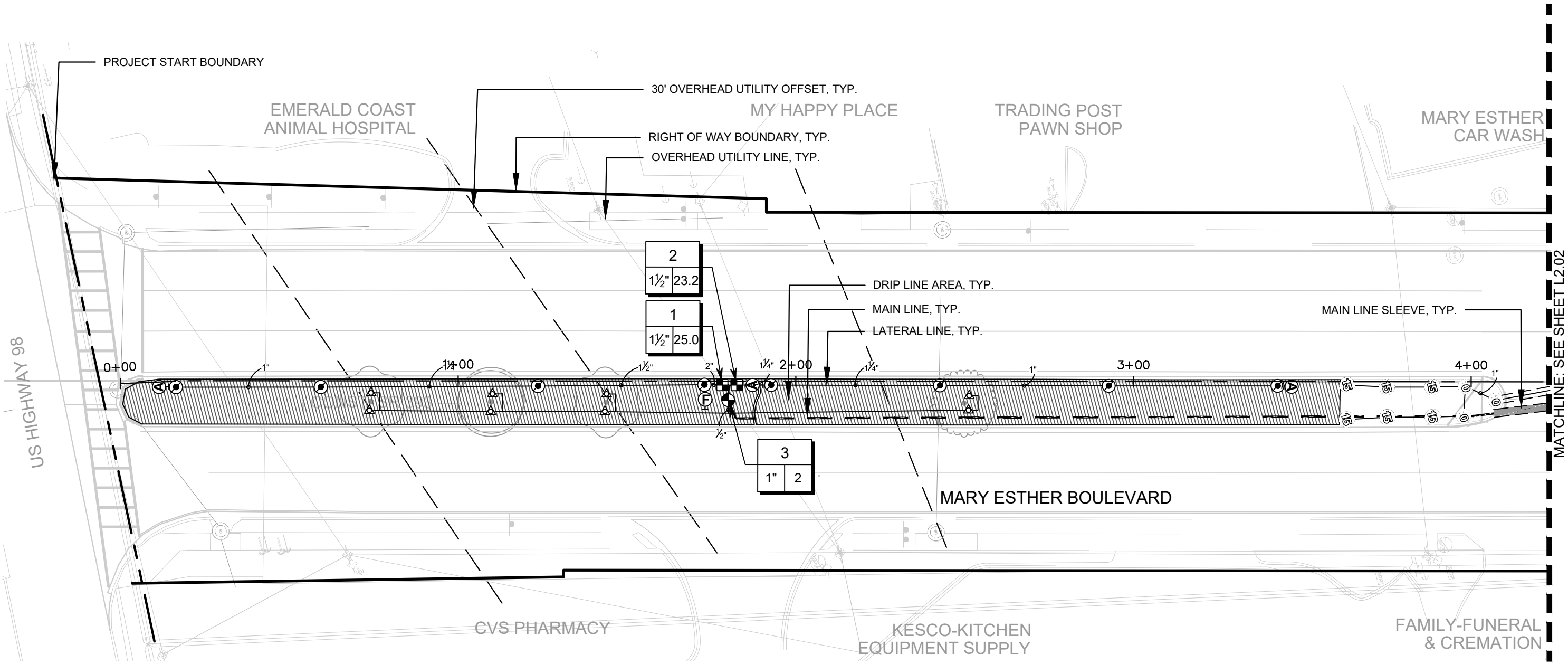
**OVERALL IRRIGATION PLAN**

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**L2.00**

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  2. SEE SHEET L0.20 FOR FULL IRRIGATION SCHEDULE.



MATCHLINE: SEE SHEET L2.02

GRAPHIC SCALE IN FEET

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### MARY ESTHER BOULEVARD MEDIAN LANDSCAPING

PREPARED FOR  
**THE CITY OF MARY ESTHER**

LICENSED PROFESSIONAL

FL DATE:

## MEDIAN 1 IRRIGATION PLAN

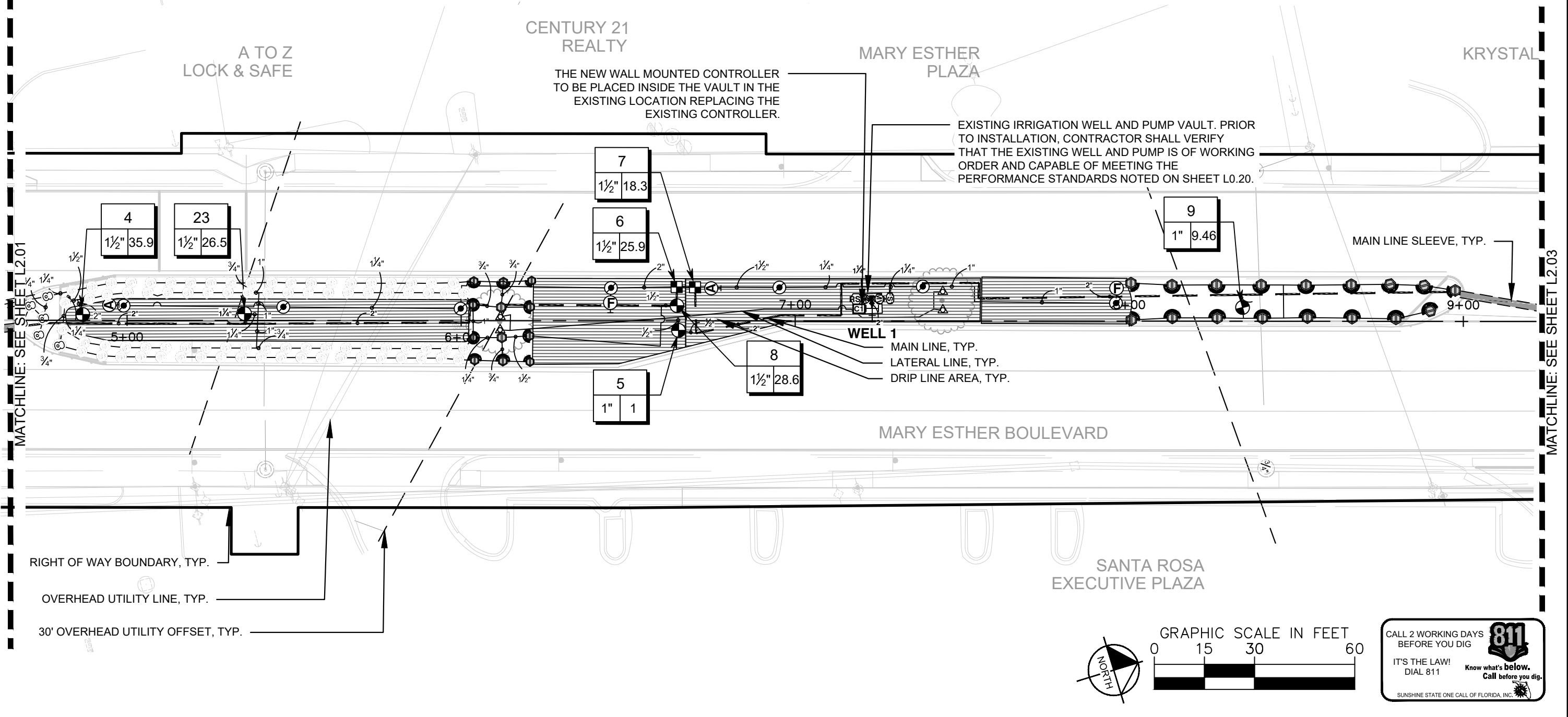
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## L2.01

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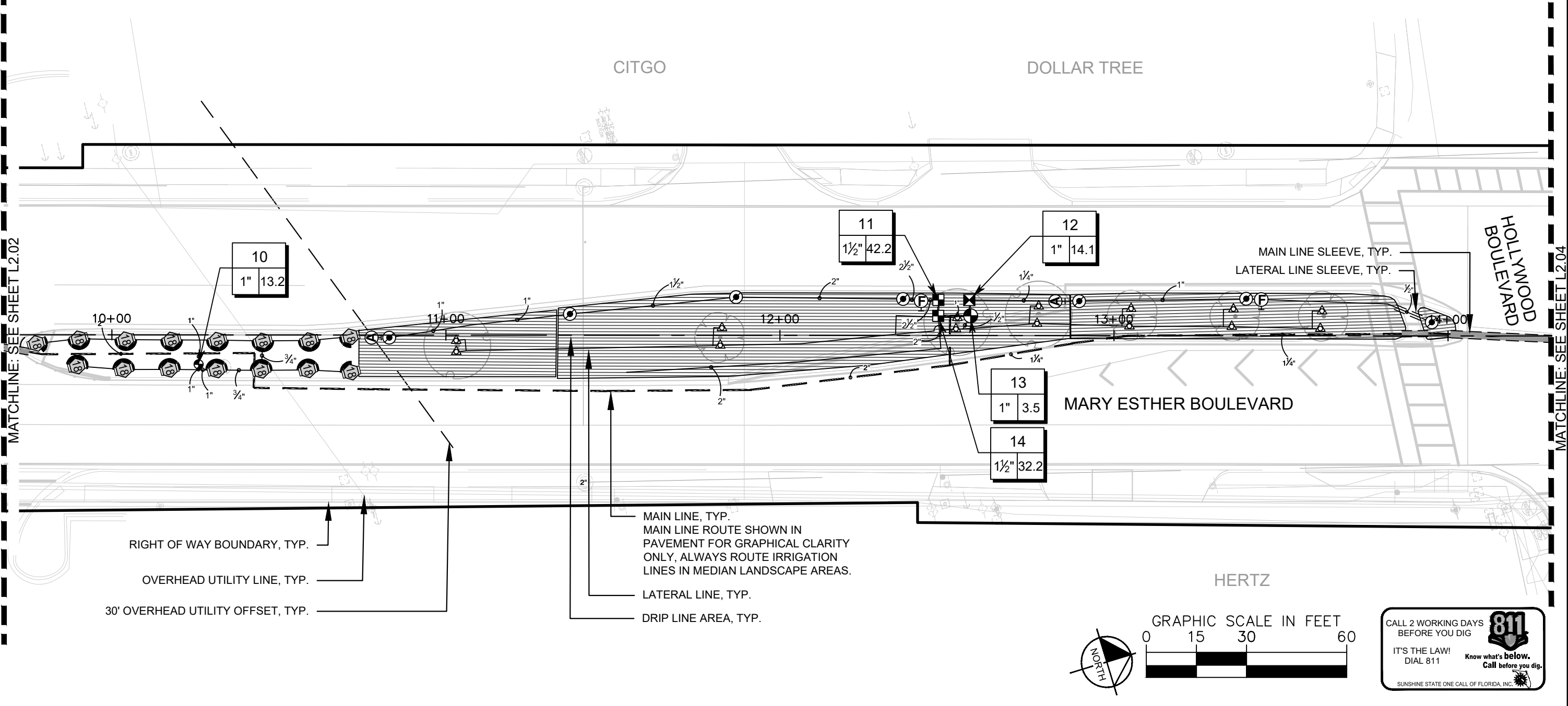
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**MEDIAN 2 IRRIGATION PLAN**

SHEET NUMBER  
**L2.02**

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NOTE:  
 1. REFER TO INTERSECTION SIGHT DISTANCE STANDARDS FROM CHAPTER 12 OF THE MOST CURRENT FDOT DESIGN MANUAL. THIS DESIGN ASSUMES 45 MPH DESIGN SPEED TREE SPACING (40' O.C. SPACING TREES < 4" DIA. / 135' SPACING TREES , 11" DIA.)

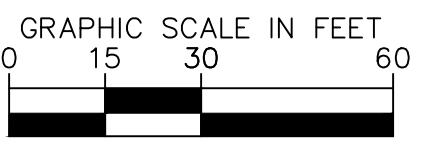
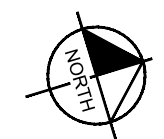


MATCHLINE: SEE SHEET L2.02

MATCHLINE: SEE SHEET L2.04

RIGHT OF WAY BOUNDARY, TYP.  
 OVERHEAD UTILITY LINE, TYP.  
 30' OVERHEAD UTILITY OFFSET, TYP.

MAIN LINE, TYP.  
 MAIN LINE ROUTE SHOWN IN PAVEMENT FOR GRAPHICAL CLARITY ONLY, ALWAYS ROUTE IRRIGATION LINES IN MEDIAN LANDSCAPE AREAS.  
 LATERAL LINE, TYP.  
 DRIP LINE AREA, TYP.



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KHA PROJECT 142199005
DATE 9/23/2025
SCALE AS SHOWN
DESIGNED BY MLW
DRAWN BY MLW
CHECKED BY AMH

**MARY ESTHER BOULEVARD  
 MEDIAN LANDSCAPING**

PREPARED FOR  
**THE CITY OF MARY ESTHER**

MARY ESTHER

LICENSED PROFESSIONAL

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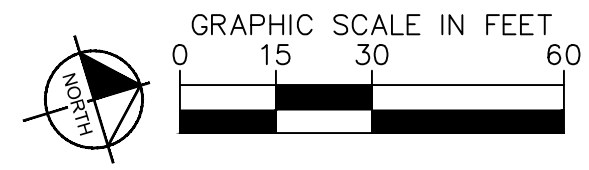
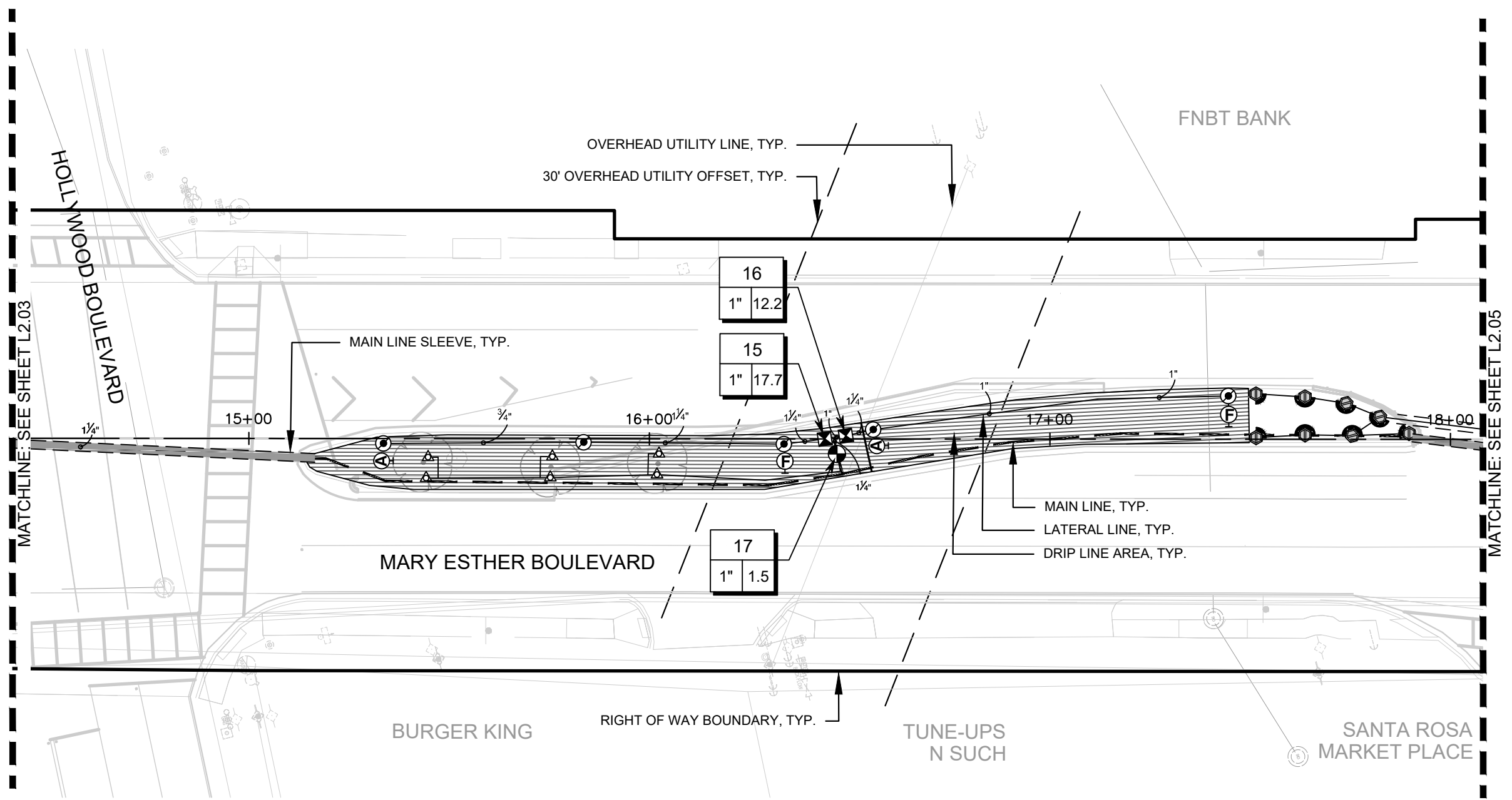
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**MEDIAN 3 IRRIGATION PLAN**

SHEET NUMBER  
**L2.03**

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  2. SEE SHEET L0.20 FOR FULL IRRIGATION SCHEDULE.



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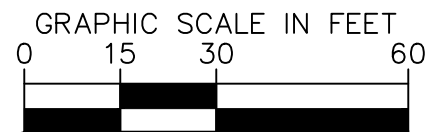
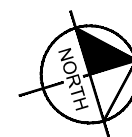
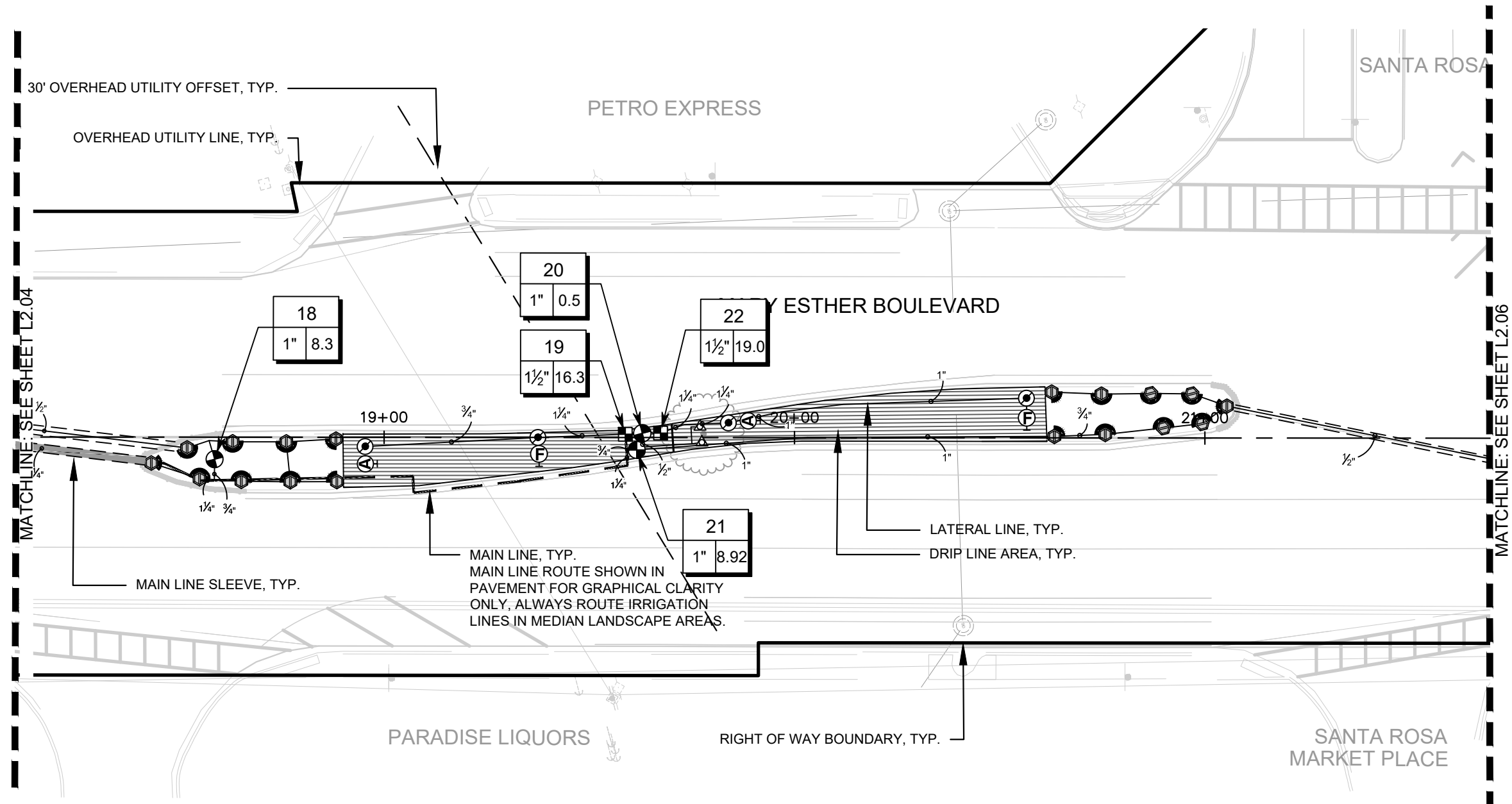
**MEDIAN 4 IRRIGATION PLAN**

SHEET NUMBER  
**L2.04**

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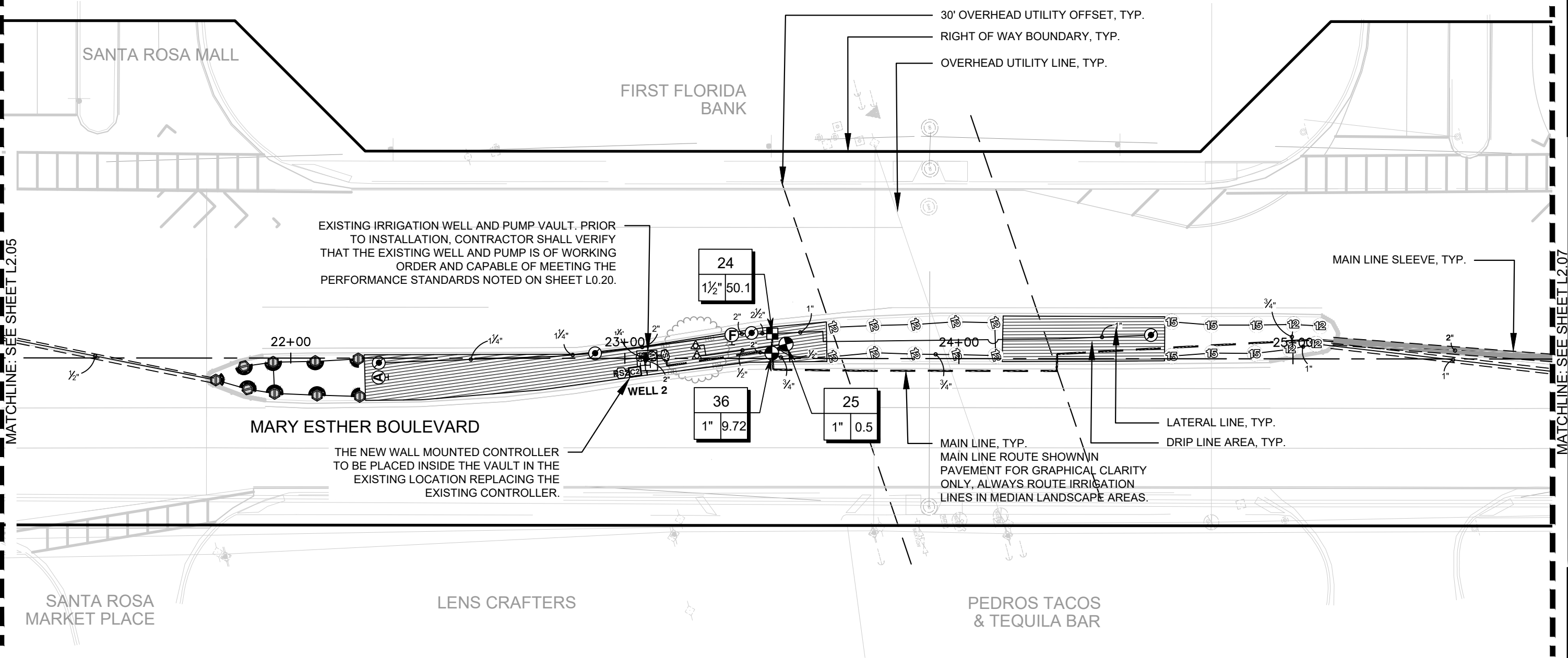
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**MEDIAN 5 IRRIGATION PLAN**

SHEET NUMBER  
**L2.05**

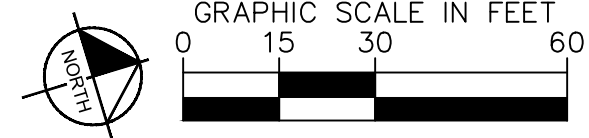
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MATCHLINE: SEE SHEET L2.05

MATCHLINE: SEE SHEET L2.07



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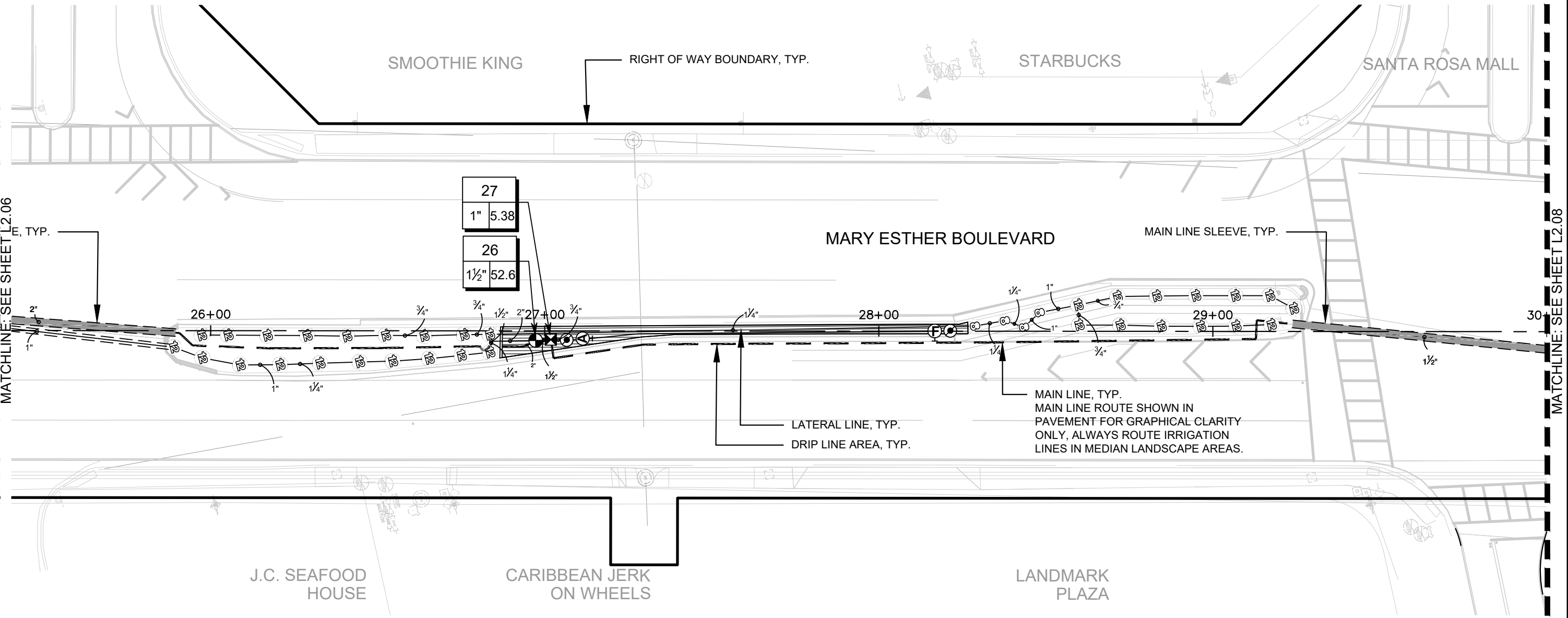
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**MEDIAN 6 IRRIGATION PLAN**

SHEET NUMBER  
**L2.06**

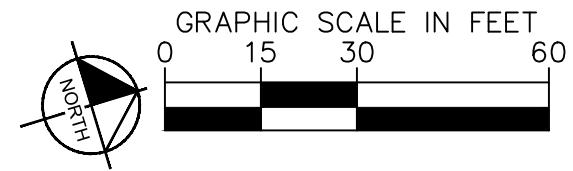
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MATCHLINE: SEE SHEET L2.06

MATCHLINE: SEE SHEET L2.08



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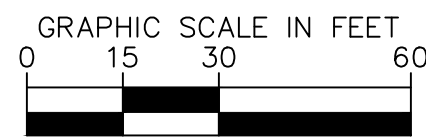
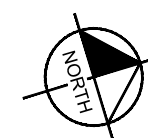
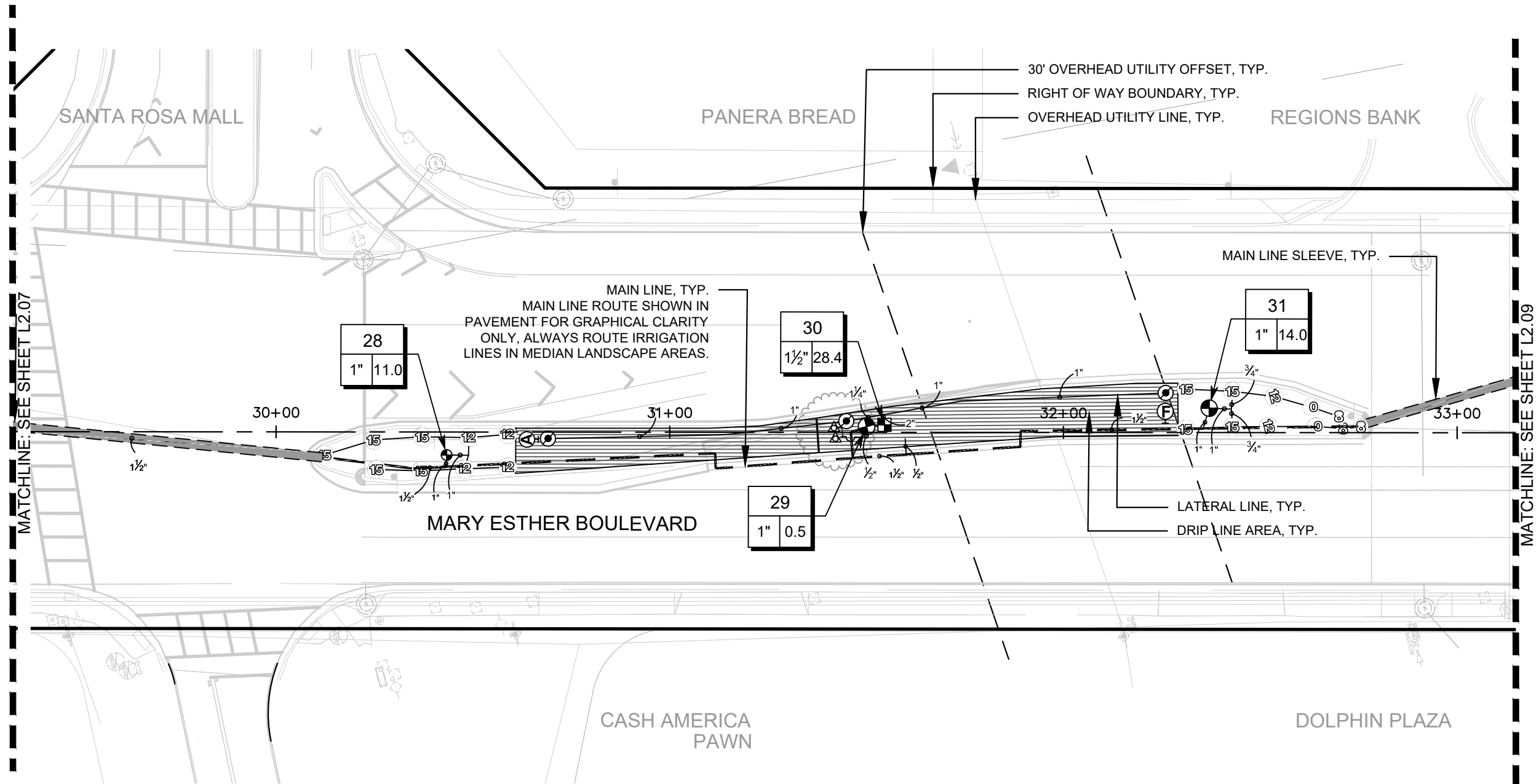
**MEDIAN 7 IRRIGATION PLAN**

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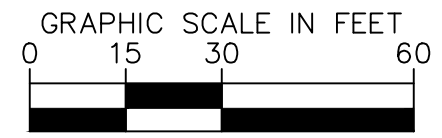
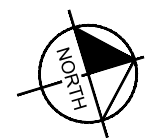
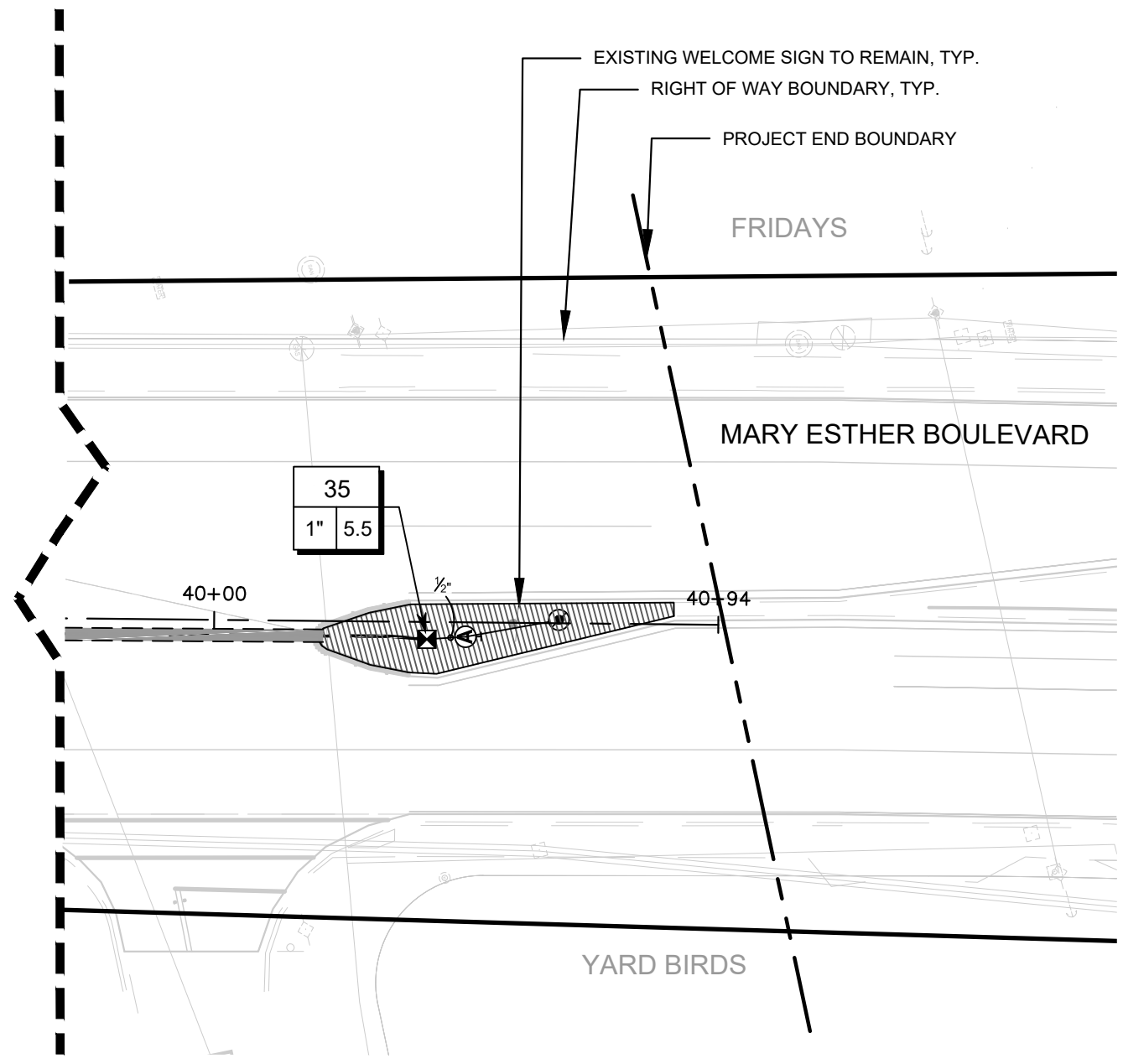
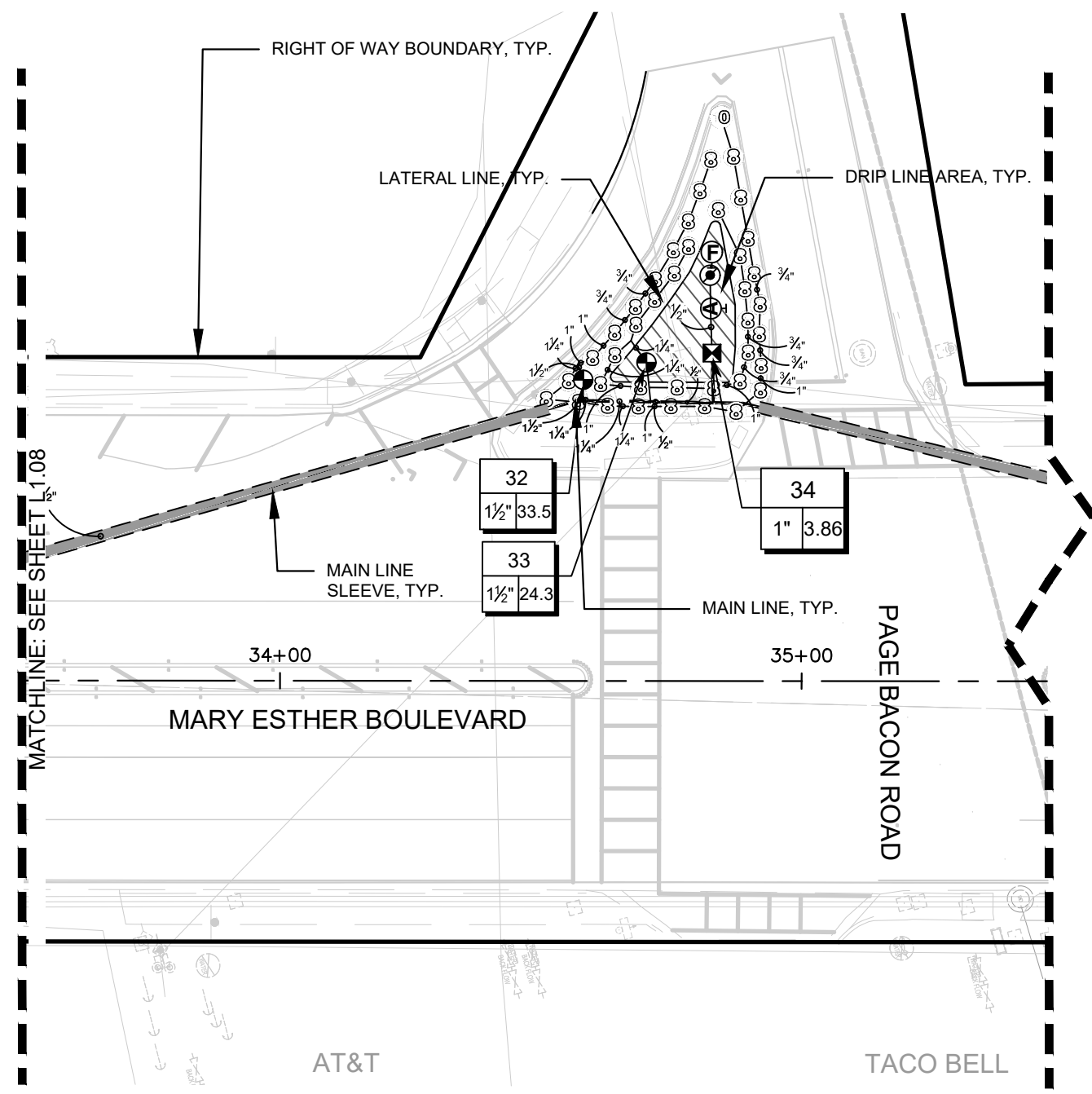
**MEDIAN 8 IRRIGATION PLAN**

SHEET NUMBER

**L2.08**

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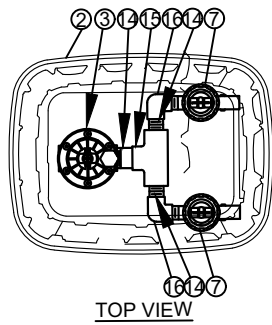
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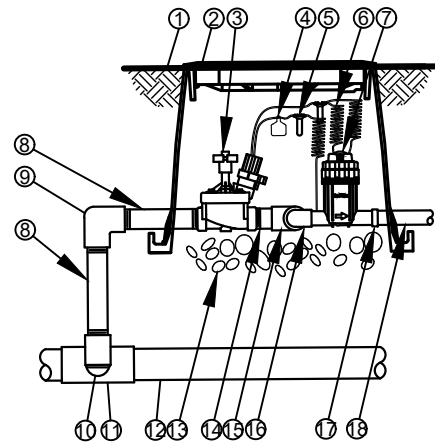
**MEDIAN 9 & 10 IRRIGATION PLAN**

SHEET NUMBER  
**L2.09**

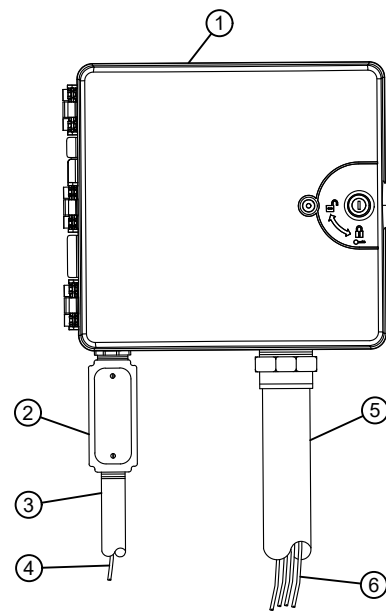
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- ① FINISH GRADE/TOP OF MULCH
- ② VALVE BOX WITH COVER
- ③ REMOTE CONTROL VALVE
- ④ ID TAG
- ⑤ WATERPROOF CONNECTION
- ⑥ 30-INCH LINEAR LENGTH OF WIRE, COILED
- ⑦ PRESSURE REGULATING QUICK CHECK BASKET FILTER
- ⑧ PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
- ⑨ PVC SCH 40 ELL
- ⑩ PVC SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND PVC SCH 40 ELL
- ⑪ PVC SCH 40 TEE OR ELL
- ⑫ MAINLINE PIPE
- ⑬ 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
- ⑭ PVC SCH 80 NIPPLE, CLOSE
- ⑮ PVC SCH 40 TEE
- ⑯ PVC SCH 40 ELL
- ⑰ PVC SCH 40 FEMALE ADAPTOR
- ⑱ LATERAL PIPE



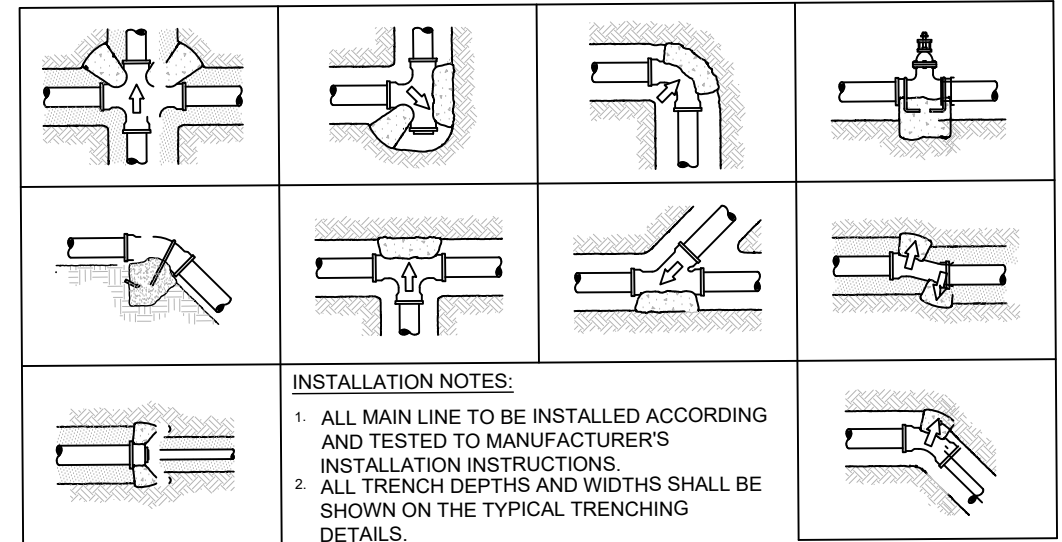
**1** COMMERCIAL CONTROL DRIP ZONE VALVE KIT  
SECTION / PLAN NTS



- ① IRRIGATION CONTROLLER: CONTROLLER (WALL MOUNT). INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
- ② JUNCTION BOX
- ③ 1-INCH CONDUIT AND FITTINGS TO POWER SUPPLY
- ④ POWER SUPPLY WIRE
- ⑤ 2-INCH CONDUIT AND FITTINGS FOR STATION WIRES
- ⑥ WIRES TO REMOTE CONTROL VALVES

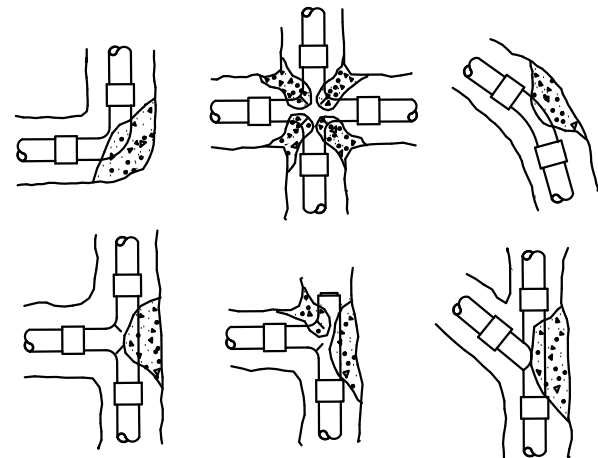
- NOTES:
- FOR EASE OF INSTALLATION INTO A CONTROLLER WITH MORE THAN 24 STATIONS, INSTALL A JUNCTION BOX AT THE BASE OF CONTROLLER AND TRANSITION LARGER VALVE AND COMMON WIRES FROM FIELD TO 18 AWG MULTI CONDUCTOR WIRE TO BE USED IN CONTROLLER.
  - USE STEEL CONDUIT FOR ABOVE GRADE AND SCH 40 PVC CONDUIT FOR BELOW GRADE CONDITIONS.
  - PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.

**2** TYPICAL CONTROLLER  
ELEVATION NTS



**3** TYPICAL THRUST BLOCK  
SECTION NTS

- INSTALLATION NOTES:
- ALL MAIN LINE TO BE INSTALLED ACCORDING AND TESTED TO MANUFACTURER'S INSTALLATION INSTRUCTIONS.
  - ALL TRENCH DEPTHS AND WIDTHS SHALL BE SHOWN ON THE TYPICAL TRENCHING DETAILS.

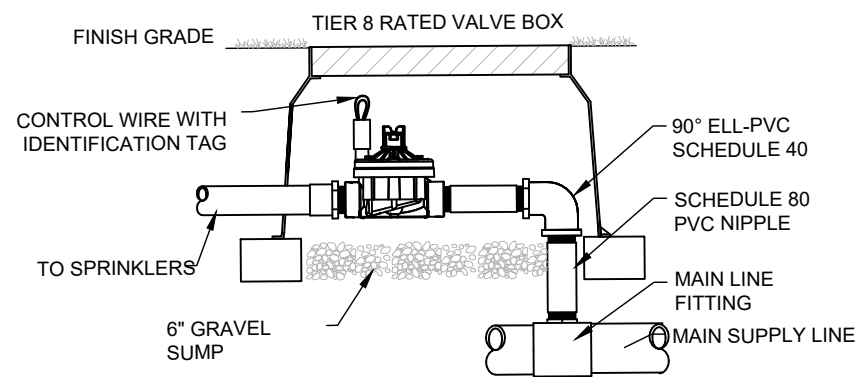


INSTALLATION NOTES

- 3000 PSI CONCRETE OR BETTER IS TO BE USED FOR THRUST BLOCKS.
- FOR 45°/90° FITTINGS, MINIMUM OF 2 CUBIC FEET OF CONCRETE TO BE USED.
- FOR 22-1/2° FITTINGS, MINIMUM OF 0.5 CUBIC FEET OF CONCRETE TO BE USED.
- FOR TEES, MINIMUM OF 2 CUBIC FEET OF CONCRETE TO BE USED. THRUST

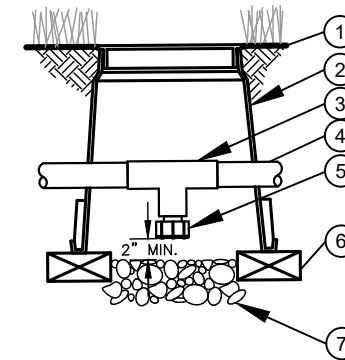
BLOCKS REQUIRED FOR IRRIGATION MAINLINE 2 1/2" AND LARGER.

**4** THRUST BLOCK REINFORCEMENT  
SECTION NTS



LINE BOTTOM OF VALVE PIT WITH LANDSCAPE FABRIC. MAINTAIN CLEAR SPACE BETWEEN BOTTOM OF VALVE PIT AND VALVE. DO NOT ALLOW BOX TO REST ON PIPE.

**5** TYPICAL CONTROL VALVE  
SECTION NTS



- ① FINISH GRADE/TOP OF MULCH
- ② VALVE BOX WITH COVER
- ③ PVC SCH 40 TEE
- ④ PVC LATERAL PIPE
- ⑤ FILTERED DRAIN VALVE
- ⑥ BRICK (1 OF 2)
- ⑦ 6-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

**6** DRAIN VALVE  
SECTION

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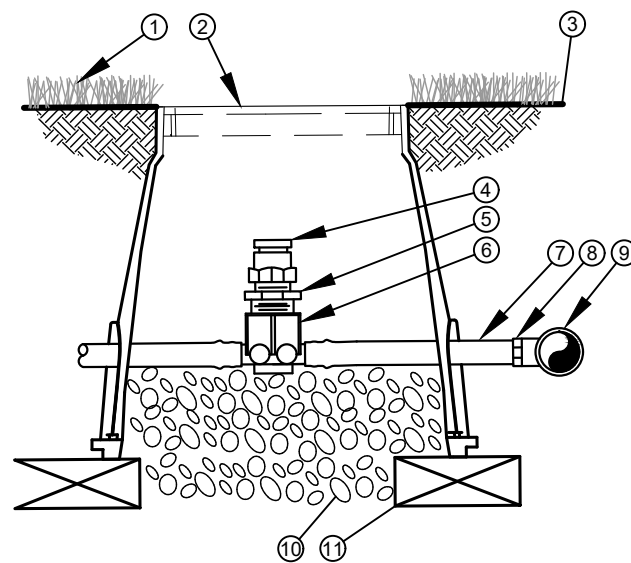
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IRRIGATION DETAILS

SHEET NUMBER

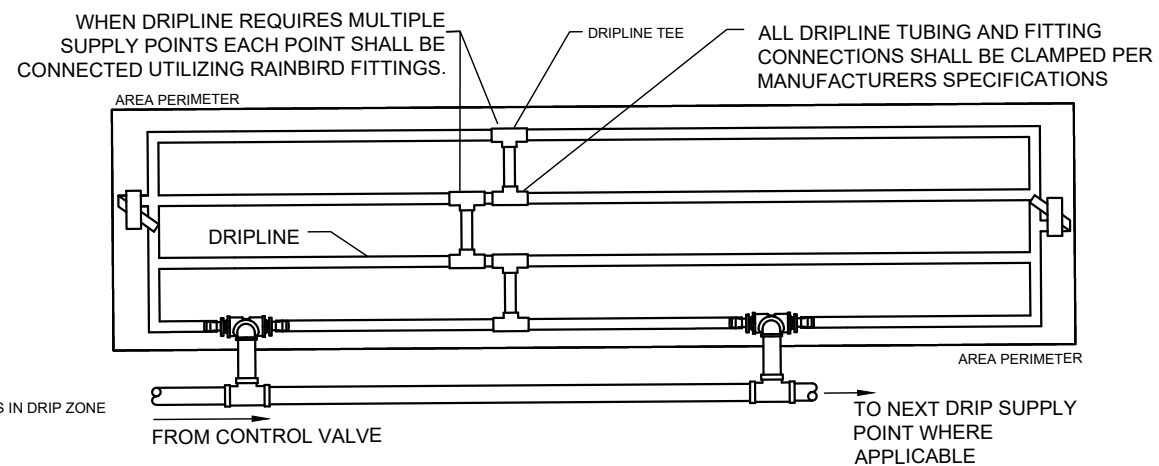
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- ① TURF GRASS
- ② VALVE BOX LID
- ③ FINISH GRADE
- ④ 1/2" AIR RELIEF VALVE: TO BE INSTALLED AT HIGH POINTS IN DRIP ZONE
- ⑤ 1/2" X 3/4" PVC REDUCER BUSHING
- ⑥ BARB X FEMALE THREAD CONNECTOR:
- ⑦ 1/2" BLANK DRIPLINE TUBING:
- ⑧ BARB X MALE THREAD CONNECTOR:
- ⑨ PVC TEE CONNECTED TO PVC HEADER PIPE
- ⑩ 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL
- ⑪ BRICK (1 OF 2)

**7** AIR RELIEF VALVE IN XFS DRIP LINE SECTION



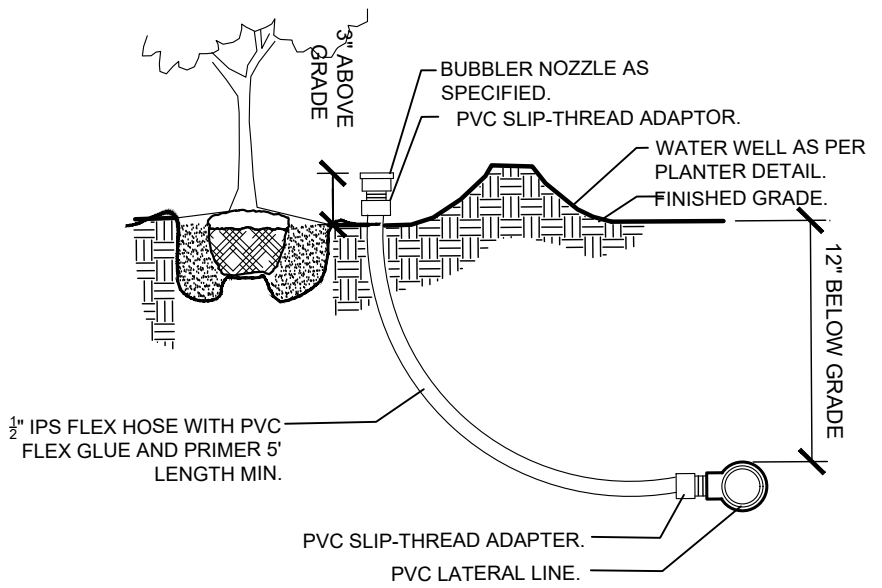
WHEN DRIPLINE REQUIRES MULTIPLE SUPPLY POINTS EACH POINT SHALL BE CONNECTED UTILIZING RAINBIRD FITTINGS.

ALL DRIPLINE TUBING AND FITTING CONNECTIONS SHALL BE CLAMPED PER MANUFACTURERS SPECIFICATIONS

CONTRACTOR TO REFER TO IRRIGATION PLAN FOR LOCATION OF CONTROL VALVES THAT UTILIZE MULTIPLE DRIPLINE SUPPLY CONNECTIONS. IF NOT SHOWN, INSTALL WITHIN ADJACENT GREEN AREA NOT IN A HIGHLY VISIBLE AREA.

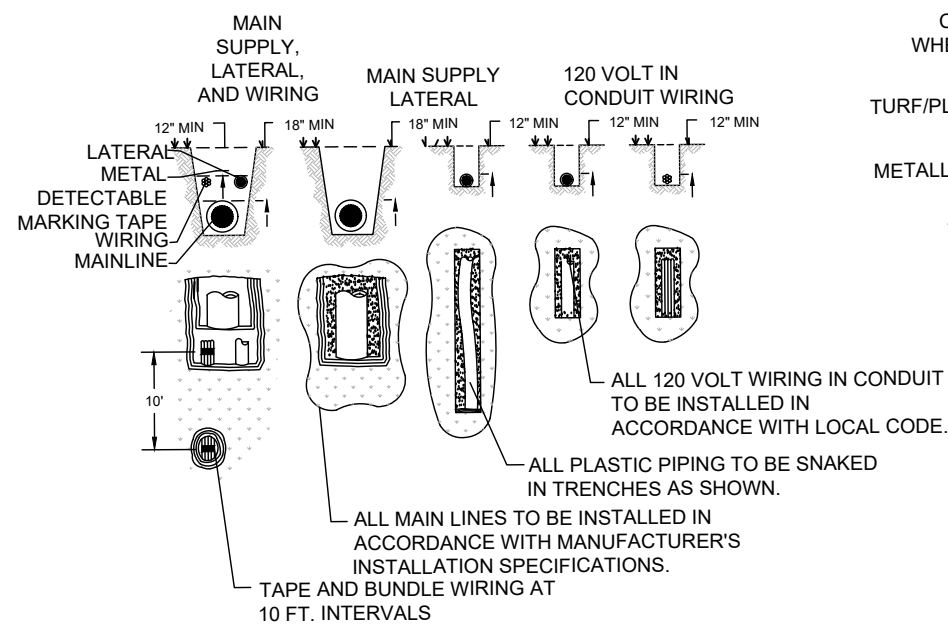
- NOTE:
1. DRIPLINE TUBING TO BE ROUTED IN THE PLANT MATERIAL BED WITH AT MAXIMUM LATERAL SPACING OF 16 INCHES.
  2. DRIPLINE TUBING TO BE INSTALLED IN A GRID PATTERN. DRIPLINE TUBING SHALL NOT BE INSTALLED IN A LONG CONTINUOUS RUN.
  3. CONTRACTOR TO REFER TO IRRIGATION PLAN FOR LOCATION OF CONTROL VALVES THAT UTILIZE MULTIPLE DRIPLINE SUPPLY CONNECTIONS (IF SHOWN).

**8** TYPICAL DRIPLINE PLAN

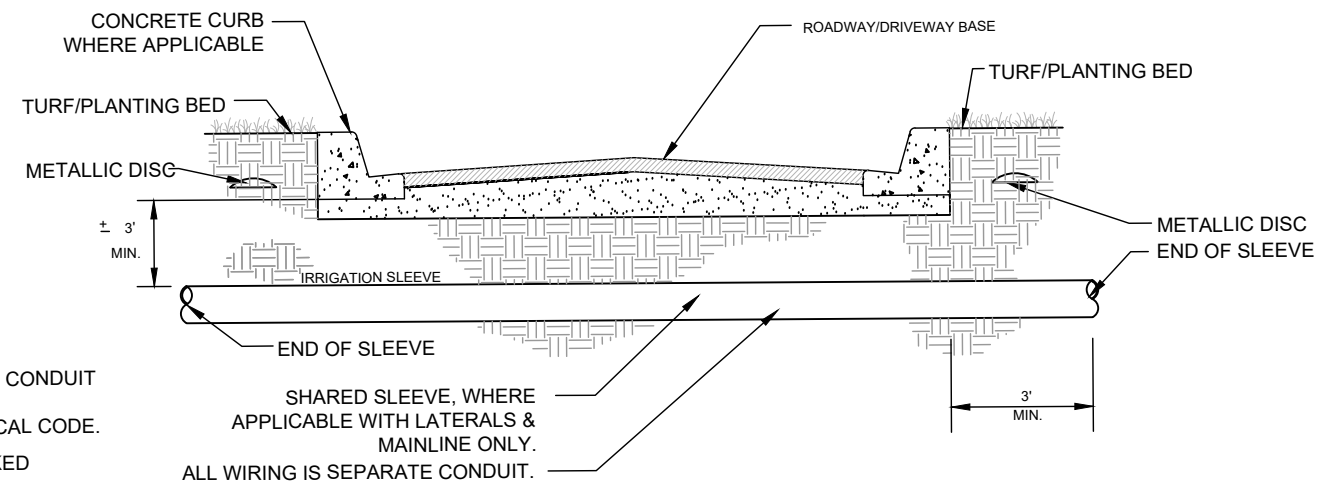


NOTE: BUBBLER SHALL NOT BE PLACED AT TRUNK FLARE.

**9** TYPICAL BUBBLER SECTION

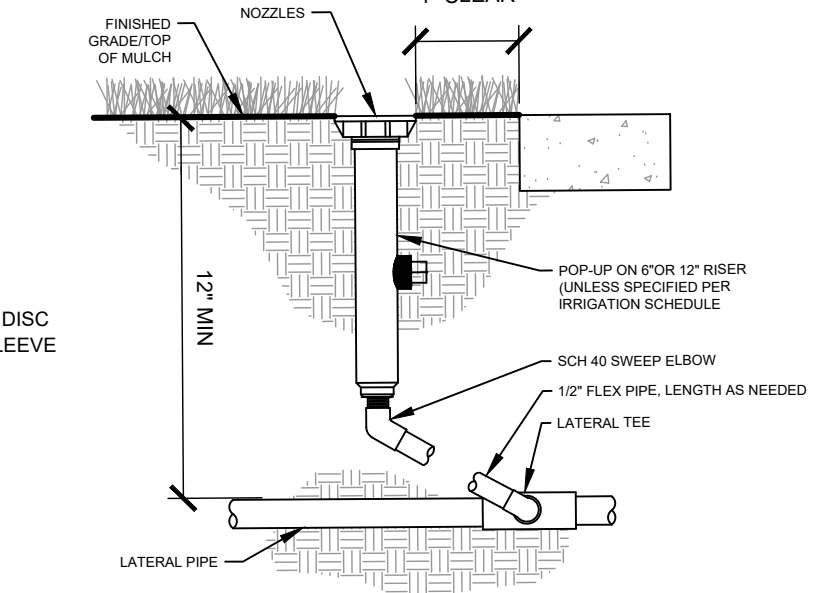


**10** TYPICAL TRENCHING SECTION / PLAN



NOTE: DISTRICT STANDARD IRRIGATION SLEEVE CURB MARKERS SHALL BE USED.

**11** TYPICAL SLEEVING SECTION



**12** TYPICAL SPRAY / ROTOR HEAD SECTION

CALL 2 WORKING DAYS BEFORE YOU DIG

IT'S THE LAW! DIAL 811

Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

**Kimley»Horn**

© 2010 KIMLEY-HORN AND ASSOCIATES, INC.  
2619 CENTENNIAL BOULEVARD, SUITE 200  
TALLAHASSEE, FL 32308 PHONE: 850-553-3500  
WWW.KIMLEY-HORN.COM

KHA PROJECT 142199005
DATE 9/23/2025
SCALE AS SHOWN
DESIGNED BY MLW
DRAWN BY MLW
CHECKED BY AMH

MARY ESTHER BOULEVARD  
MEDIAN LANDSCAPING

PREPARED FOR  
THE CITY OF MARY ESTHER

LICENSED PROFESSIONAL
FL DATE:

IRRIGATION DETAILS

SHEET NUMBER
L2.51











14-foot wide landscaped median with 100 trees per acre (including Virginia sweetspire, and adagio grass)





# AGENDA ITEM

Agenda Item 11.5.

---

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

**FROM:** Shawn Lindsey, Public Works Director

**DATE:** October 6, 2025

**SUBJECT:** Azalea Park Project Update

---

**BACKGROUND:**

At Council’s direction, staff is proceeding with Azalea Park improvements, including installation of an ADA-compliant bonded rubber trail. Major components such as the pavilion, two pedestrian bridges, and initial trail grading have been completed. The previously installed bonded rubber material did not meet quality standards and is being repurposed for use as fall protection at other city parks.

**DISCUSSION:**

Staff is working with CPH to finalize the trail design and bid documents. Once CPH completes its work (estimated completion: one month), the bonded rubber trail will be advertised for bids, with an alternate provided for a crushed gravel trail. Planting and landscaping will be completed by City staff this fall and early spring. Fencing will be contracted separately by staff. Pavers for the pavilion and fire pit area have already been bid out and will be completed after the design is received from CPH.

**FINANCIAL IMPACT:**

The project remains within the approved budget of \$300,000, with \$179,656 currently available. Remaining funds will be used to cover the costs of the trail, additional plantings, and fencing.

**RECOMMENDATION:**

This item is presented for Council update only; no action is required at this time. After bids are received, Council will have the opportunity to review the results and may choose to select a gravel trail as a cost-saving alternative or allocate additional funds to enhance landscaping.

**ATTACHMENT(S):**

1. Azalea Park Photos

**Current Status of Components to Azalea Park with Options using remaining funds:**

**Completed Kiosk and Bridges-**







**Completed pavilion-**



**Note pavers will be level with top of concrete footers and encapsulate the bottom the post past the post anchors.**





# AGENDA ITEM

## Agenda Item 11.6.

---

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

**FROM:** Hunter Murphy, Library Director

**DATE:** October 6, 2025

**SUBJECT:** Resolution 25-14: FY 2026 Library Interlocal Agreement

---

**BACKGROUND:**

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

**DISCUSSION:**

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

**FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Motion to adopt Resolution 25-14 approving the FY 2026 OCPLC Interlocal Agreement.

**ATTACHMENT(S):**

1. Resolution 25-14
2. Exhibit A - FY 2026 OCPLC Library Interlocal Agreement

**RESOLUTION NO. 25-14**

**A RESOLUTION OF THE CITY OF MARY ESTHER, FLORIDA,  
AUTHORIZING THE CITY TO ENTER AN INTERLOCAL  
AGREEMENT WITH THE OKALOOSA COUNTY PUBLIC  
LIBRARY COOPERATIVE FOR FY 2026.**

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

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain contract with the Okaloosa County Public Library Cooperative in substantially the form attached as **Exhibit A** and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 6<sup>th</sup> day of October 2025.

**CITY OF MARY ESTHER**

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

**ATTEST:**

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

## **Okaloosa County Public Library Cooperative 2026 Amended and Restated Interlocal Agreement**

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

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

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

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

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

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

**NOW, THEREFORE**, the parties agree as follows:

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

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

- c) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.
  - d) "Crestview" shall mean the City of Crestview, a municipal corporation located in Okaloosa County, FL, that operates the Robert L. F. Sikes Public Library.
  - e) "Destin" shall mean the City of Destin, a municipal corporation located in Okaloosa County, FL, that operates the Destin Library.
  - f) "Directors Council" shall mean a council whose membership will include the library director of each participating library and other appointments as outlined in the Library Cooperative Bylaws.
  - g) "Fiscal Year" shall mean budget year October 1-September 30.
  - h) "Fixed Assets" is defined by the county as all property with value of \$1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.
  - i) "Fort Walton Beach" shall mean the City of Fort Walton Beach, a municipal corporation located in Okaloosa County, FL, that operates the Fort Walton Beach City Library.
  - j) "Governing Board" shall mean the governing body of the Okaloosa County Public Library Cooperative as empowered pursuant to the Agreement.
  - k) "Mary Esther" shall mean the City of Mary Esther, a municipal corporation located in Okaloosa County, FL, that operates the Mary Esther Public Library.
  - l) "Niceville" shall mean the City of Niceville, a municipal corporation located in Okaloosa County, FL, that operates the Niceville Public Library.
  - m) "Participating Governing Body" shall mean the governing body of Okaloosa County and the governing bodies responsible for the decision and policy making activities of Participating Libraries.
  - n) "Participating Library" shall mean any of the libraries or library services located within Okaloosa County that have entered into this Agreement.
  - o) "Service Area" shall mean all eligible residents of Okaloosa County
  - p) "Valparaiso" shall mean the City of Valparaiso, a municipal corporation located in Okaloosa County, FL, that operates the Valparaiso Community Library.
3. This Agreement shall constitute the entire agreement of parties hereto and of the Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. Modifications or amendments of the Agreement shall be binding and valid when submitted in writing and approved by each Participating Governing Body and by the Governing Board and executed on behalf of each Participating Governing Body and the Governing Board.
4. TERMS: The term of this Agreement shall commence and be effective on the date the last party signs the agreement or by January 1, 2026 whichever comes first, and shall end or be renewed for an additional year on December 31, 2026 unless terminated in accordance with the provisions of the Agreement or unless extended by supplemental Agreement subject to

renewal and revision. Recognizing the Agreement crosses two fiscal years (FY2026 and FY2027) but monetary allocation is distributed in FY2026, the allocation for FY2027 will be based upon future appropriation by Okaloosa County Board of County Commissioners.

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

6. ADDITION OF NEW MEMBERS:

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

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

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

(3) Have an annual budget of at least \$100,000 as verified by the latest independent audit report and a continuous source of funding.

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

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

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

8. GOVERNING BOARD: The name of the Governing Board shall be Okaloosa County Public

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

- a) Make recommendations regarding the operations of the Cooperative.
- b) Establish Bylaws.
- c) Hold six or more public meetings per year.
- d) Accept for submission to the State a long-range plan and annual plans of service which are developed by the Cooperative Coordinator and the Library Directors' Council to describe goals, objectives and activities of the Participating Libraries and the Participating Governing Bodies.
- e) Contract with the County to provide essential support services for the Cooperative, including the delegation of the County to receive and disburse funds from the County, from state and federal grant sources, and from private donations, foundations, or other sources on the Cooperative's behalf.

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

10. POWERS, DUTIES AND RESPONSIBILITIES OF THE COOPERATIVE COORDINATOR: The Coordinator shall report to the Board regarding administration of the Cooperative and implementation of policies, procedures and programs. The following activities, as a minimum, shall be carried out by the Coordinator for all Participating Libraries with guidance from the Governing Board and the Directors Council: coordinate development of a single long-range plan for the Cooperative; coordinate development of a single annual plan of service; compile

an annual combined expenditure report for application for State Aid by OCPLC, combining all Participating Libraries' expenditures, and the Cooperative's expenditures including any state or federal grants; implement the Cooperative long-range plan, annual plan of service, and annual budget; and prepare reports on behalf of the Cooperative and Participating Libraries as required by the Florida Department of State, Division of Library and Information Services.

11. LIBRARY DIRECTORS' COUNCIL: The Council will advise the Cooperative Governing Board on services, plans and policies for the Cooperative. The Council membership will include the library director of each participating library and the Cooperative Coordinator. The Council will hold at a minimum, one meeting per month, except in December.
12. STRATEGIC AND ANNUAL PLAN: The Cooperative Coordinator shall coordinate development and implementation of a strategic plan for the operation, maintenance and development of library services to the residents of the Cooperative Service Area. The strategic plan shall be developed in coordination with the Cooperative's Governing Board, the participating governing bodies, residents of the Service Area, and the Library Directors' Council. The plan shall be accepted for submission to the State by the Cooperative Governing Board. All authority with respect to funding of the strategic plan and of any other library program or expenditure from Participating Library Governing Body funds shall lie solely with that Participating Library Governing Body.
13. ANNUAL BUDGET: The budget shall be developed along a fiscal year beginning October 1 and ending September 30 each year. The Cooperative budget shall be developed by the Cooperative Coordinator and shall take into account funds received from the County, state and federal governmental sources, except state construction grants, and all other revenue sources received to provide library service. The budget shall be accepted for submission to the State by the Cooperative Governing Board.
14. ACCEPTANCE OF GIFTS, GRANTS, FUNDS, OR BEQUESTS: The Governing Board, on behalf of the Cooperative, shall have the authority to apply for or receive gifts, grants, funds or bequests. The Board, through a Memorandum of Understanding (Appendix A), has designated the County as the fiscal agent to apply for or receive its funds from all sources. The Cooperative shall follow the standard operating procedure for grant applications as defined by the County. Municipalities shall retain the authority to apply for state construction grants and to receive gifts, funds or bequests intended for use solely at an individual Participating Library. All monies, property or funds granted to the Cooperative shall be the property of the Cooperative, subject to termination provisions as set forth in this Agreement. Any monies, property, or funds granted to municipalities for the benefit of a Participating Library shall remain the property of the Participating Library.
15. FISCAL RESPONSIBILITY: All funds administered by the Cooperative Coordinator shall be audited with the County's independent audit annually, which audit shall be prepared and presented to the Governing Board.  
Upon request, the Cooperative Coordinator shall furnish to each Participating Governing

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

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

17. APPROPRIATION AND ALLOCATION OF OKALOOSA COUNTY FUNDS: The County shall provide at a minimum \$932,121 for the period beginning October 1, 2025 and ending September 30, 2026. The amount to be provided by the County will be determined by the approved county budget with the basic agreement being revised by amendment accordingly. The Cooperative shall disburse funds received by the County's allocation as follows:

a) At a minimum \$306,317 of the monies allocated by the County shall be used for administrative operations and cooperative-level purchasing for members.

b) At a minimum \$625,804 of the monies allocated by the County shall be distributed quarterly to Participating Municipalities with Libraries according to the following guidelines and formula:

- Construction funds are expressly prohibited.
- Spending calculations and productivity statistics shall be based on those from two years prior to the allocation period.
- Spending shall mean total audited expenditures of a library.
- Percentages shall be derived from totaling statistics of the member municipal libraries.
  - (1) Thirty percent (30%) divided equally among participating municipalities with libraries
  - (2) Fifty percent (50%) based on productivity, which consists of circulation and transits lost.
  - (3) Ten percent (10%) based on funds expended through the library budget on personnel/staffing, which includes salary and benefits.
  - (4) Ten percent (10%) will be based on funds expended through the library budget on collection, which includes both physical and digital formats and online databases.

Any change to the allocation formula will require a modification or amendment to this Agreement and execution by each Participating Governing Body.

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

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

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

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

- Fiber optic connectivity, network hosting and administration, firewall and security management, server management, Help Desk services, support of standardized equipment and software configurations, email addresses and network access for library staff.
- IT will maintain two networks for library operations, one for library staff use and one for public access at libraries that elect to use the county fiber optic network. Network and computer maintenance and administration as well as end-user assistance will be provided on the library staff network. Computers on the public access network provided by the county will be maintained by IT; assistance to end users on the public access network will not be provided by IT. In order to provide network support, member cities agree to allow access to maintained equipment on-site at the libraries.
- Other technical requirements of the Cooperative, to include licensing fees, software fees, purchase of hardware, equipment and peripherals, remain the responsibility of the Cooperative and/or member libraries. Only equipment purchases or leases that are coordinated through IT will be eligible for support.

18. LIBRARY USE: Non-resident user fees will be waived for active-duty military members and their dependents who are residents of Walton or Santa Rosa counties.

19. TRAINING: Participating Libraries shall close their facilities on one weekday per year for Cooperative-wide staff training activities. The date for the training day will be determined each year by a consensus of the Library Directors' Council.

20. ADDITIONAL RESPONSIBILITIES OF PARTICIPATING GOVERNING BODIES: Participating Governing Bodies shall abide by all state and federal laws, and specifically those relating to

the provision of library services; Participating Governing Bodies shall retain local autonomy and control of the operations and functions of its participating library.

21. SOVEREIGN IMMUNITY: The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of County's, Crestview's, Destin's, Fort Walton Beach's, Mary Esther's, Niceville's, or Valparaiso's rights and immunities under Florida Constitution, common law or Section 768.28, Florida Statutes, as amended from time to time.
22. INSURANCE: The Cooperative and Participating Governing Bodies shall provide, pay for, and maintain in force at all times during this Agreement, insurance to cover its respective buildings, contents and vehicles, workers' compensation, liability and any other insurance required by law.
23. MODIFICATION OF AGREEMENT: Modifications, amendments, or alteration of the terms or conditions contained herein shall be effective when submitted in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
24. NOTICE: All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by any party to the other, shall be deemed to have fully given or made or sent when in writing and addressed to:

CITY OF CRESTVIEW

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

CITY OF MARY ESTHER

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

CITY OF VALPARAISO

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

CITY OF DESTIN

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

CITY OF NICEVILLE

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

CITY OF FORT WALTON BEACH

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

OKALOOSA COUNTY

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

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

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

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

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

**CITY OF CRESTVIEW**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

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

This \_\_\_\_ day of \_\_\_\_\_, 2025

**CITY OF DESTIN**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

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

This \_\_\_\_ day of \_\_\_\_\_, 2025

**CITY OF FORT WALTON BEACH**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

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

This \_\_\_\_ day of \_\_\_\_\_, 2025

**CITY OF MARY ESTHER**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

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

This \_\_\_\_ day of \_\_\_\_\_, 2025

**CITY OF NICEVILLE**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

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

This \_\_\_\_ day of \_\_\_\_\_, 2025

**CITY OF VALPARAISO**

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

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

This \_\_\_\_ day of \_\_\_\_\_, 2025

**COOPERATIVE GOVERNING BOARD**

ATTEST: \_\_\_\_\_

Vicky Stever

(Title): Coordinator, OCPLC

\_\_\_\_\_  
Sherri E. Cox, Chairman

Okaloosa County Public Library Cooperative

This \_\_\_\_ day of \_\_\_\_\_, 2025

**OKALOOSA COUNTY**

ATTEST: \_\_\_\_\_

Brad E. Embry

(Title): Clerk of Circuit Court

\_\_\_\_\_  
Paul Mixon, Chairman

Board of County Commissioners

This \_\_\_\_ day of \_\_\_\_\_, 2025

Approved as to Form

\_\_\_\_\_  
Lynn M. Hoshihara, County Attorney

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

Memorandum of Understanding (MOU)

between

The Okaloosa County Public Library Cooperative

and

The Board of County Commissioners of Okaloosa County, Florida

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

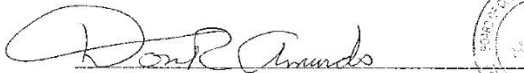
The purpose of this MOU is to identify The Board as the fiscal agent for The Cooperative and to grant them the authority to receive and disburse funds from Okaloosa County, from state and federal grant sources, from private donations and foundations and from any other sources.

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

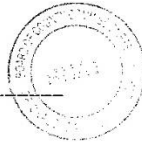
This MOU shall be effective upon the signatures of The Cooperatives and the Boards authorized officials. It shall be in force from date of signature unless suspended by agreement of both in subsequent MOU.



Bill Roberts, Chairman  
Okaloosa County Public Library Cooperative



Don R. Amunds, Chairman  
Board of County Commissioners



Attest:

  
Don Howard  
Clerk of Courts

# AGENDA ITEM

Agenda Item 11.7.

---

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

**FROM:** Shawn Lindsey

**DATE:** October 6, 2025

**SUBJECT:** Resolution 25-15: State Route Maintenance Contract with Webber Infrastructure Management

---

## **BACKGROUND:**

At the direction of the City Council, staff have worked to identify a solution to improve the maintenance of the Highway 98 medians and rights-of-way within the City of Mary Esther. The goal is to enhance the quality, appearance, and safety of this central corridor by allowing the City to manage key maintenance activities directly. The proposed agreement with Webber Infrastructure Management, Inc. would authorize the City to assume responsibility for mowing, sweeping, litter pick-up, and tree trimming along Highway 98, as detailed in the attached contract. This approach aims to deliver a higher standard of care and a more responsive service for one of the City's most visible transportation corridors.

## **DISCUSSION:**

If approved, beginning November 2025, the City will be responsible for regular maintenance activities on Highway 98, including mowing, litter pick-up, tree trimming, and sweeping. The City has invested in equipment and created part-time positions to support these operations. Additionally, staff is seeking to collaborate with the Florida State Corrections Facility in Crestview to utilize supervised inmate crews for selected maintenance tasks, primarily during the busy season (April to September). While previous requests for inmate crews were declined due to limited capacity, the City has submitted a revised request for limited support and will follow up again in March 2026 as advised by State Corrections.

The contribution from Webber Infrastructure Management, Inc. will help offset the City's maintenance costs, but it will not cover 100% of the expenses. The purpose of this contract is to enable the City to provide a higher level of maintenance and appearance for Highway 98 than would otherwise be possible under the standard state maintenance program. The City will need to balance the increased operational responsibilities with the benefits of improved maintenance and partial financial support.

## **FINANCIAL IMPACT:**

The City will receive \$39,678.91 in compensation from Webber Infrastructure Management, Inc. for providing mowing (seven cycles per year), litter pick-up (twelve cycles per year), mechanical sweeping (twelve cycles per year), and tree trimming as needed. This represents an increase of approximately \$10,000 over the previous arrangement, reflecting the expanded scope and higher

standards. However, this contribution will not fully cover the City's total maintenance costs; it is intended to help offset expenses associated with providing an enhanced level of service.

**RECOMMENDATION:**

Motion to adopt Resolution 25-15 approving the Master Service Agreement with Webber Infrastructure Management, Inc.

**ATTACHMENT(S):**

1. Resolution 25-15
2. Exhibit A - Webber Master Services Agreement
3. Attachment A - Webber Master Services Agreement

**RESOLUTION NO. 25-15**

**A RESOLUTION OF THE CITY OF MARY ESTHER, FLORIDA,  
AUTHORIZING THE CITY TO ENTER AN AGREEMENT WITH  
WEBBER INFRASTRUCTURE MANAGEMENT, INC. FOR  
STATE ROUTE MAINTENANCE**

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

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain contract with Webber Infrastructure Management, Inc., for state route maintenance identified in substantially the form attached as **Exhibit A** and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 6<sup>th</sup> day of October 2025.

**CITY OF MARY ESTHER**

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

**ATTEST:**

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



# MASTER SERVICES AGREEMENT

DATE: 01/01/2025  
AGREEMENT NO.: MASTER

10415 Morado Circle, Suite 200  
Austin, TX 78759  
(713) 964-2800

To: City of Mary Esther

Address: 195 Christobal Rd, Mary Esther, FL 32569

Attn: Chris Stein  
Phone: 850-243-3566 ext 138  
Email: mayorstein@cityofmaryesther.com

Vendor No. – UDFS	Project No. - ALL	
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This agreement (the "Agreement") is entered into as of the date stated above (the "Effective Date") by and between Webber Infrastructure Management, Inc. ("Contractor") and City of Mary Esther ("Subcontractor").

**Recitals.**

- A. Contractor may from time-to-time desire that Subcontractor perform certain work in support of a Contractor contract (the "General Contract") with the Florida Department of Transportation (the "Owner" or "FDOT" or "DOT") for certain projects (each, a "Project") as described in a Work Order.
- B. This Agreement shall continue in effect until terminated in accordance with the provisions of this Agreement.
- C. Subcontractor agrees to furnish all supervision, labor, materials, equipment, and other resources necessary to accomplish certain work for the Project as further described in each Work Order (hereinafter referred to as the "Work").

This Agreement is hereby accepted by the duly authorized officers of Subcontractor and Contractor as of the Effective Date.

**City of Mary Esther**

**WEBBER INFRASTRUCTURE MANAGEMENT, INC.**

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## **I. GENERAL PROVISIONS**

### **1. Statement of the Work:**

- A. It is the intent and agreement of Contractor and Subcontractor that the terms of this Agreement shall serve as a master subcontract between the parties, and as of the Effective Date, all Work ordered by Contractor may be submitted to Subcontractor through the submission of a written request from Contractor directing Subcontractor to perform such Work (each such request, a "Work Order"). The terms and conditions of this Agreement shall apply to all of Subcontractor's Work as of the Effective Date. This Agreement does not obligate Contractor to order services from Subcontractor, but this Agreement will define the rights, duties and obligations of Contractor and Subcontractor for Work requested by Contractor.
- B. The Contract Documents shall consist of this Agreement and any applicable Work Order and attachments, the General Contract, and all plans, drawings, specifications, addenda and amendments thereto that relate or apply to the Work. All Contract Documents not physically attached to this Agreement are hereby incorporated by reference as if fully set forth herein. Subcontractor agrees to perform the Work in accordance with and be bound by the terms and provisions of Contract Documents and assumes and agrees to perform all the obligations and responsibilities of Contractor under said documents to the extent said documents cover or relate to the Work.
- C. Subcontractor shall at all times keep itself informed for the progress of the job and shall begin work when and where directed by Contractor. Subcontractor shall prosecute the Work continuously without interruption and with all possible speed – failure to do so may constitute unsatisfactory progress – and shall complete same by the earlier of: (i) the date required pursuant to the terms of the General Contract or (ii) the date set forth in the applicable Work Order. Subcontractor agrees that time is of the essence in completion of the Work. Subcontractor shall furnish to Contractor such information as Contractor may require for the proper scheduling and expediting of the Work.
- D. Subcontractor represents that Subcontractor has examined all of the documents comprising the General Contract which relate to the Work and is fully acquainted with all of the physical conditions surrounding the jobsite (as that term is defined in the General Contract) in so far as same affects or relates to the performance of the Work and has made all necessary investigation essential to a full understanding of any and all difficulties that may be encountered in the performance of the Work. The submission of a bid and execution of this Agreement and any Work Order will be considered evidence of same and that Subcontractor has included appropriate amounts in its bid to cover the cost of the prescribed work. Subcontractor assumes any and all risks incident to any variance between the actual physical conditions at the jobsite affecting the Work and those set out in the Contract Documents, reports, surveys, or diagrams supplied by the Owner or Contractor. All manuals, specifications, standards, and related written materials referenced in this Agreement are available for review and copying at Contractor's offices.
- E. The Work shall be performed in accordance with all generally accepted industry standards and practices in a good and workmanlike manner by skilled and responsible mechanics and laborers, and shall be in full compliance with the Contract Documents and shall be subject to the approval of Contractor and Owner. Subcontractor represents that Subcontractor has fully read and understands all Requests for Proposal documents, tender contracts, addendums, and clarifications and is able to comply fully with such requirements and scope of work. If a superintendent, foreman, or employee of Subcontractor is found incompetent or fails to comply with any of the requirements of the Contract Documents or any order issued by Owner, or Contractor, he or she shall be replaced when requested by Contractor.
- F. Subcontractor shall provide progress reports to Contractor appropriate for the type of work Subcontractor is performing sufficient to enable Contractor to provide reports it is required to furnish. The format and frequency of reports will be agreed upon between Contractor's site supervisor (the "Contractor Project Manager") and Subcontractor's project manager. In the absence of such an agreement, Subcontractor shall submit to Contractor a detailed daily report on a daily basis.
- G. Subcontractor agrees not to subcontract the Work under this Agreement without the prior written approval of Contractor. Subcontractor agrees that any part of Work performed for Subcontractor by a subcontractor or supplier (hereinafter "Lower-Tier-Subcontractor") shall be pursuant to a written subcontract between Subcontractor and each Lower-Tier-Subcontractor. Said written subcontract shall contain provisions that:
  - 1) Require the Work to be performed in accordance with the requirements of the Contract Documents.
  - 2) Require Lower-Tier-Subcontractors to provide insurance of the same types and amounts required of Subcontractor herein. Subcontractors shall also contractually require Lower-Tier-Subcontractors to provide endorsements naming Contractor as an additional insured and provide certificates and endorsements for all policies as required of Subcontractor herein.
  - 3) Require Lower-Tier-Subcontractors to acknowledge that Contractor is an express third-party beneficiary of the subcontract between Subcontractor and Lower-Tier-Subcontractor.
  - 4) Require that any Lower-Tier-Subcontractor provide partial releases and waivers and other required invoice materials as set forth below.
  - 5) Require all of its Lower-Tier-Subcontractors of any tier to assume the same indemnification obligations to the Indemnitees as stated herein (Article 24. Indemnity).

### **2. Method of and Conditions to Payment:**

- A. Except as otherwise set forth in an applicable Work Order, payments to Subcontractor shall be made monthly in an amount equal to the value of the Work completed by Subcontractor during the previous monthly period, minus retainage.
- B. It shall be a condition precedent to Contractor's obligation to make each payment to Subcontractor hereunder that the funds for

such payment have first been advanced or paid by Owner to Contractor.

- C. Subcontractor shall furnish to Contractor during the performance of this Agreement and attached to each invoice, a *Conditional Waiver and Release for Progress or Final Payment* in a form required by Contractor. Additionally, Subcontractor shall furnish with each invoice, the *Subcontractor's Affidavit* form provided by Contractor listing all Lower-Tier-Subcontractors performing Work for Subcontractor.
- D. Upon receipt of payment from Contractor, Subcontractor shall furnish to Contractor the *Unconditional Waiver and Release for Progress or Final Payment* form and shall promptly, in compliance with all applicable laws, disburse payments to all Lower-Tier-Subcontractors and creditors. Additionally, an *Unconditional Waiver and Release for Progress or Final Payment* form must be supplied for all Lower-Tier-Subcontractors listed in the "This Payment" section of the *Subcontractor's Affidavit* form, and for further lower-tier parties upon request. Progress payments, final payment or both, may, in the discretion of Contractor, be made in the form of checks payable jointly to Subcontractor and any parties or Lower-Tier-Subcontractors to whom Subcontractor may be indebted or has failed to pay in connection with the Work.
- E. Without limiting (B) above, it shall be a condition precedent to Contractor's obligation to make the final payment to Subcontractor hereunder that the following events shall first have occurred:
  - 1) Final completion of the Work shall have occurred, and the Work shall have been accepted by Owner;
  - 2) Contractor shall have received final payment for the Work from Owner;
  - 3) Subcontractor shall have furnished Contractor with release in a form approved by Contractor releasing Contractor and Owner from all claims for labor performed or materials furnished, including specially fabricated materials, that arise out of or relate to the Work or this Agreement;
  - 4) Contractor shall have received from Subcontractor a release in a form approved by Contractor for all claims, including suits filed for injuries or damages to persons or property that arise out of the performance of the Work or that are claimed to have arisen out of the performance of the Work; and
  - 5) At least thirty (30) days shall have expired after final completion of the Work.

### 3. Financial Condition of Subcontractor:

Subcontractor shall furnish, if requested by Contractor, sworn affidavits from time to time in accordance with the form provided by Contractor which shall state the amount due or to become due, amounts paid, and any other information necessary to clearly indicate the financial condition of Subcontractor insofar as it relates to labor and material furnished and to be furnished, under this Agreement, and Contractor may take such steps as it may deem necessary to protect itself against any claims. If at any time Contractor shall determine that Subcontractor's financial condition has become in its opinion unsatisfactory, Subcontractor shall furnish satisfactory security to Contractor within three (3) days after written notice from Contractor to Subcontractor's last known address, failing which Contractor shall have the option to terminate this Agreement. In case of such termination, the rights of Contractor shall be the same as if Subcontractor had failed to perform this Agreement in whole or in part and had been terminated for cause.

### 4. Default by Subcontractor:

- A. Each of the following shall be deemed an Act of Default by Subcontractor and a material breach of this Agreement:
  - 1) Refusal or neglect to supply a sufficiency of properly skilled workmen or materials in proper quality or quantity;
  - 2) Failure in any respect to prosecute the Work or any portion thereof with promptness and diligence in accordance with the Contract Documents, including the Project plans and specifications, the requirements of this Agreement, and the schedules applicable to the Project;
  - 3) Failure to make prompt payment of invoices for undisputed work due to Lower-Tier-Subcontractors;
  - 4) Failure to provide Contractor with satisfactory evidence of Subcontractor's present and future ability to perform the Work under this Agreement;
  - 5) Failure to perform and/or adhere to any of the agreements or covenants contained in this Agreement; or
  - 6) The voluntary or involuntary commencement of any bankruptcy or related proceedings, or the making of any assignment for benefit of creditors or related transactions.
- B. If Subcontractor, in the sole opinion of Contractor, commits an Act of Default, Contractor may issue a Notice to Cure to Subcontractor at any time after the Act of Default has occurred. If such Act of Default is not cured within three (3) days after the delivery of said Notice or any other notification of default from Contractor, Contractor may, at any time thereafter and without waiving any other rights, do any one or more of the following:
  - 1) Provide labor or materials needed to complete the Work;
  - 2) Remove Subcontractor from that portion of the Work where such Act of Default has occurred and take any action necessary to complete that portion of the Work, thereby terminating and removing a portion of this Agreement from the remaining Work to be performed by Subcontractor;
  - 3) Suspend Subcontractor from performing additional Work where such Act of Default has occurred and correct and/or complete the Work in said scope by whatever means necessary;
  - 4) Terminate this Agreement or any Work Order;
  - 5) Finish the Work by whatever method Contractor may deem expedient, including the hiring of another Subcontractor or Subcontractors as Contractor may deem advisable;
  - 6) Pursue all remedies available to Contractor under this Agreement, applicable law, equity, or otherwise; and/or

- 7) Make direct payment to Subcontractor's Lower-Tier Subcontractors regardless of whether a joint check agreement is in place, and such direct payments shall be withheld, deducted, or charged against Subcontractor.

C. The remedies in Article 4.B. above are cumulative and non-exclusive.

D. In the event of an uncured Act of Default under any Work Order, Subcontractor shall not be entitled to receive any further payment under this Agreement for any Work Order. After exercising any of the remedies set forth above, if the sum total of the costs, expenses and damages incurred by Contractor in completing the Work (including, without limitation, attorneys' fees) exceeds the unpaid balance under this Agreement, Subcontractor and its sureties, if any, shall be liable for and promptly shall pay to Contractor any excess amounts. Any amounts owed by Subcontractor to Contractor under this Agreement shall bear interest at the rate of 18% per annum or the highest rate allowed by law, whichever is lower.

E. In the event Contractor terminates Subcontractor's right to proceed with the Work, as set forth above, and such termination is finally adjudged to be wrongful, such termination shall then be deemed a termination for convenience.

F. As permitted by applicable law, Contractor may terminate this Agreement or any Work Order for its convenience, in whole or in part, at any time without cause, by proving written notice of such termination, and Subcontractor will terminate the Work as instructed by Contractor. Upon a termination for convenience, Contractor will pay Subcontractor the following amount in full satisfaction and discharge of all liabilities and obligations owed to Subcontractor with respect to the Work terminated:

- 1) all amounts due under the applicable Work Order for Work performed up to and including the termination date;
- 2) all of Subcontractor's actual, verifiable, reasonable and necessary costs of such termination (including any costs reasonably incurred by Subcontractor in performing services as a result of a termination for convenience), but not any amounts for unabsorbed overhead, anticipated profits or lost opportunity; and
- 3) provided, however, that Contractor's responsibility for termination expenses will not exceed the remaining unpaid price under the applicable Work Order.

#### **5. Safety:**

Subcontractor shall be solely responsible for the safety of its invitees, Lower-Tier-Subcontractors and all those for whom Subcontractor may be liable at law. Subcontractor shall have and enforce a safety plan for the Project that meets or exceeds all applicable laws, ordinances, rules, regulations or orders by any public authority having jurisdiction, including the Federal Occupational Safety and Health Act (OSHA) regulations and/or Florida State specifications, whichever is more restrictive. Prior to commencement of the work, and upon request of Contractor, Subcontractor shall provide Contractor with a copy of such plan, which must be acceptable to Contractor. If the Owner or Contractor has safety policies more stringent than Subcontractor, then Subcontractor shall comply in full with such policies. Complying with such obligations does not relieve Subcontractor of its sole responsibility of safety.

Notwithstanding anything to the contrary, Contractor may stop or terminate work by Subcontractor for safety reasons without providing an opportunity to cure. However, Contractor's order to Subcontractor to stop work is not an assumption of liability by Contractor for the safety of Subcontractors, Lower-Tier-Subcontractors, or any of those for whom Subcontractor may be liable.

#### **6. Cleaning:**

Subcontractor shall clean up and remove from the job site all rubbish and surplus material caused by Subcontractor's operations, including without limitation the removal of any trash or other debris generated by Subcontractor, or its employees and Lower-Tier-Subcontractors, as a result of the consumption of food or beverages on the job site. If Subcontractor fails or refuses to perform the foregoing cleaning as directed by Contractor, Contractor shall have the right and power to proceed with said cleaning and then Contractor will deduct the actual cost of said labor plus a reasonable percentage to cover supervision, insurance, overhead, and similar items from payment due or to become due to Subcontractor.

#### **7. Assignment:**

- A. This Agreement shall not be assigned or sublet in whole or in part without the prior written consent of Contractor.
- B. Subcontractor shall not assign any payments due under this Agreement without the prior written consent of Contractor.
- C. If the General Contract so provides, this Agreement may be assigned to Owner as provided therein, and Subcontractor shall require that all sub-subcontracts are assignable to the Owner as provided by the General Contract.

#### **8. Changes:**

- A. The right is reserved by Contractor to require changes in, deviations from, additions to, and omissions from the Work herein contracted and applicable Work Order price shall be adjusted accordingly.
- B. Subcontractor shall have no dealings with the Owner or its authorized representative in regard to changes, extras, or omissions in connection with the Work, but shall deal only with Contractor unless otherwise authorized by Contractor.
- C. In the event that Contractor and Subcontractor cannot reach agreement as to the price of the change, whether it is an additive or deductive change, Subcontractor shall, without delay, perform the Work. The undisputed amount shall be added or deducted as appropriate and shall be paid pursuant to Contractor's payment obligations herein. Unless otherwise agreed to by written change order between Contractor and Subcontractor, payment by Owner to Contractor for changed Work is a condition precedent to Contractor's obligation to pay Subcontractor. Subcontractor may reserve the right to make a claim for the disputed amount by providing prompt written notice. In no event shall Subcontractor provide notice to Contractor less than three (3) days prior to

Contractor's deadline for providing notice to Owner. Subcontractor shall produce all documentation reasonably requested by Contractor or Owner, including detailed, itemized cost breakdown. If Subcontractor fails to timely provide notice of any claim as required herein, then such claim shall be deemed waived.

**9. Occupancy of the Work:**

Whenever it may be useful or necessary to do so, Contractor and/or the Owner shall be permitted to occupy and/or use any portion of the Work, which has been either partially or fully completed by Subcontractor, prior to final inspection and acceptance of said Work by the Owner. Subcontractor agrees that any such use and/or occupancy does not relieve Subcontractor of its guarantee of the Work nor of its obligation to make good at its own expense any defects in the workmanship, materials and/or equipment that may appear prior to the expiration of the warranty period.

**10. Guarantee/Warranty:**

A. In addition to any specific guarantees or warranties required by the General Contract or Contract Documents, Subcontractor guarantees and warrants the Work under this Agreement shall be performed:

- 1) Using the care, skill and diligence normally applied by subcontractors and/or professionals in the performance of work similar to that contemplated herein, and in accordance with sound infrastructure maintenance industry practices and standards;
- 2) In compliance with all applicable laws;
- 3) In accordance with the Contract Documents; and
- 4) Free from defects in materials or workmanship.

B. If, within a period of one (1) year from the date of final acceptance of the Work by the Owner (or such longer period as required by Owner), the Work is determined by Contractor or Owner to be non-compliant with the warranties herein, Subcontractor shall promptly, but no later than three (3) days, after receipt of written notice thereof, commence correction or repair of any non-compliant Work and any damage to other work caused by the repairing or correction of such non-compliant Work at Subcontractor's sole cost and expense. Should Subcontractor refuse or neglect to timely commence correction or repair of non-compliant Work after receiving notice to do so, or if Subcontractor should fail, in the reasonable judgement of Contractor, to diligently prosecute the correction of any non-compliant Work, it is agreed that Contractor shall have the right and power to have the non-compliant Work remedied at the expense of Subcontractor and Subcontractor shall be liable to Contractor for all damages incurred or sustained by Contractor due to any non-compliant Work.

**11. Independent Contractor:**

Subcontractor shall be an independent contractor and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor. Neither Subcontractor nor anyone used or employed by Subcontractor shall be deemed for any purpose to be an agent or employee of Contractor. Any provisions in this Agreement which may appear to give Contractor the right to direct Subcontractor as to the details of doing the Work, or to exercise any measure of control over the Work, shall mean Contractor is exercising such control only to see that the Work is being performed and results accomplished according to the terms of this Agreement and according to the terms of the General Contract.

**12. Non-Waiver of Defaults:**

Any failure by Contractor at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of Contractor at any time to avail itself of such remedies, as it may have for any breach or breaches of such terms or conditions. Any waiver by Contractor of any contract terms or conditions of this Agreement shall not constitute approval or be considered as a precedent for the future waiver of the same contract terms and conditions. A waiver of any Agreement terms and conditions shall not render any other portion of this Agreement to be unenforceable by Contractor.

**13. Conflicting Provision:**

It is understood and agreed that the Contract Documents are intended to be complementary. In the event of a conflict, the more stringent shall prevail. Subcontractor is obligated to notify Contractor of any conflicts or inconsistencies in the Contract Documents. Failure to do so is deemed a waiver of any right Subcontractor may otherwise have for additional money or time, and Subcontractor bears all expense of rework or repair resulting from failure to provide notice.

**14. Patents:**

Subcontractor agrees that it shall not publish, copyright or patent any of the ideas, or data developed under this Agreement, it being understood that such ideas, data or information is a "work for hire" and the property of FDOT and/or Contractor. Subcontractor shall pay all royalties and license fees arising out of the performance of the Work. Subcontractor shall defend all suits or claims for infringement of any patent rights arising out of the performance of the Work and shall indemnify, defend, and hold the Owner and Contractor harmless from and against any damages, including attorneys' fees and expenses on account thereof.

**15. Delay:**

A. Subcontractor agrees to prosecute the Work and the several parts thereof at such times and in such order as Contractor considers necessary to keep the same sufficiently in advance of the other work required pursuant to the General Contract, and to avoid any

delay in the completion of the Project as a whole. Subcontractor shall be liable to Contractor for any loss or damage incurred or sustained by Contractor due to Subcontractor's failure to:

- 1) Deliver any and all materials, supply labor, furnish equipment, or perform services required herein; or
- 2) Properly perform any and all Work in keeping with the applicable progress schedule or deadlines; or
- 3) Otherwise properly perform Work as required in this Agreement.

**16. Notices:**

Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if delivered in one of the following ways:

- A. In person to the address set forth above for the party to whom the notice is given.
- B. If placed in the United States mail, postage prepaid, registered or certified, with return receipt requested, addressed to the party at the address set forth above.
- C. Facsimile.
- D. E-mail to the authorized representative of Contractor.

**17. Taxes:**

Subcontractor shall pay for or withhold sales taxes; fuel taxes; property taxes; use taxes; social security taxes, personal income taxes, Unemployment and Sickness Disability Insurance and other payroll taxes with respect to its employees (including contributions from them when as and required by law); and any and all other taxes applicable to the Work which are either:

- A. Required by the laws of the City, County, State, Country, or any political subdivision thereof in which the work is being done, and all other taxes; or
- B. Required to be paid by Contractor under the General Contract. Subcontractor further agrees to INDEMNIFY, DEFEND, and HOLD HARMLESS Contractor and Owner from any costs or expenses incurred attributable to Subcontractor's failure to fully comply with its legal obligations with regard to taxes.

**18. Permits and Fees:**

Subcontractor shall secure and pay fees associated with all permits required to perform the Work. Subcontractor will properly display all required permits at or near the worksite.

**19. Compliance:**

- A. This Agreement and Subcontractor shall comply with any and all applicable federal, state and local laws, rules, regulations, or ordinances or codes applicable to the work or payment for work thereof including, but not limited to those laws regarding age, race, color, national origin, religion, veteran status, disability, gender, citizenship, wages and hours and conditions of employment. Subcontractor agrees to incorporate this Section 19(A) in any lower-tier subcontract agreement into which it might enter with reference to the work performed pursuant to this Agreement, except subcontracts for standard commercial supplies or raw materials.
- B. All Subcontractor employees, contract labor and lower-tier subcontractor employees shall not be paid not less than the State/Federal Minimum Wage set forth in 29 CFR paragraph 206 and, if applicable, the current Davis-Bacon Act or Service Contract Act Wages (and benefits).
- C. Subcontractor agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes as they relate to work performed under this Agreement. Subcontractor further covenants and agrees that if Subcontractor employs a former state employee, Subcontractor shall make strict adherence to Florida Statutes a condition of his or her employment. Subcontractor agrees to incorporate this Section 19(C) in any lower-tier subcontract agreement into which it might enter with reference to the work performed pursuant to this Agreement.
- D. Contractor shall consider the employment of undocumented persons by Subcontractor or any lower-tier subcontractor a violation of Section 274A(e) of the Immigration and Nationality Act. If Subcontractor knowingly employees undocumented persons, such violation shall be cause for unilateral cancellation of this Agreement.
- E. Subcontractor shall notify Contractor within thirty (30) days after conviction of a violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract ("Contract Crime") applicable to any of its officers, directors, executives, shareholders active in management, employees, or agents of its affiliates, as further provided for in Section 287.117 F.S.

**20. Confidentiality:**

Subcontractor agrees that it shall make no statements, press or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any data or other information (or any particulars thereof) obtained or furnished in compliance with this Agreement during the period of this Agreement without first notifying the Contractor Project Manager and receiving written consent. Subcontractor also agrees that it shall not publish, copyright or patent any of the ideas, or data developed under this Agreement, it being understood that such ideas, data or information is a "work for hire" and the property of FDOT and/or Contractor.

## **21. Integration Clause:**

This Agreement and the Attachments hereto constitute the entire agreement between the parties hereto relating to the Work and supersedes all prior agreements and understanding, whether written or oral, relating to the Work. Subcontractor understands and agrees that its proposal or bid is not a Contract Document. All negotiations, representations, warranties and agreements made between the parties are merged herein, and the making, execution, and delivery of this Contract by the parties has not been induced by any representations, statements, warranties, or agreements that are not expressed fully herein. Neither of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to the subject matter of this Contract unless expressly provided in this Contract. No term or provision of this Contract may be varied or modified by any prior or subsequent statement, conduct, or act of either of the parties, provided that hereafter the parties hereto may amend this Contract by written instrument specifically referring to, and executed in the same manner as, this Contract.

## **22. Choice of Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its choice of law rules, except to the extent the laws of the United States of America may be controlling.

## **23. Dispute Resolution:**

If a controversy between Owner and Contractor arises out of the Project, Subcontractor hereby consents to joinder to arbitration or to a suit between Owner and Contractor if Contractor deems Subcontractor's Work or performance is pertinent to the dispute. If a dispute arises exclusively between Contractor and Subcontractor, then the matter may, at Contractor's discretion, be determined by arbitration via an individual arbitrator or a tribunal per the rules of the American Arbitration Association and venue of such arbitration or any judicial proceeding shall exclusively lie in Okaloosa County, Florida. However, to the extent, and only to the extent, Fla. Stat. § 47.025 or its equivalent applies to a dispute, the venue of such arbitration or any judicial proceeding shall exclusively lie in Okaloosa, Florida. Subcontractor waives any and all defenses to a change of venue based upon forum non convenienc or any other procedural theory. In the event of any litigation, arbitration or other dispute related to this Agreement, Subcontractor, to the extent that it prevails, shall be entitled to payment of its attorney's fees by Contractor to the extent permitted by applicable law and Contractor, to the extent it prevails, shall be entitled to payment of its attorney's fees by Subcontractor for defending against any Subcontractor claim or pursuing a claim against Subcontractor.

## **24. Indemnity:**

- A. SUBCONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CONTRACTOR, ITS AGENTS AND EMPLOYEES, AND ANY OTHER PERSON OR ENTITY THAT CONTRACTOR IS REQUIRED TO DEFEND AND INDEMNIFY UNDER THE CONTRACT DOCUMENTS, INCLUDING ANY PERSON CONTRACTOR IS REQUIRED TO DEFEND AND INDEMNIFY UNDER THE CONTRACT DOCUMENTS OR OTHER AGREEMENT, THE CABINET AND EACH OF ITS EMPLOYEES, COMMISSIONERS, OFFICE-HOLDERS, AGENTS, CONSULTANTS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (COLLECTIVELY "THE INDEMNITEES") FROM AND AGAINST ANY AND ALL INJURIES, DEMANDS, CLAIMS, DISPUTES, CAUSES OF ACTION, SUITS, JUDGMENTS, INVESTIGATIONS, LEGAL OR ADMINISTRATIVE HEARINGS, LIABILITIES, LIENS, FINES, PENALTIES, LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS', ACCOUNTANTS' AND EXPERT WITNESS FEES AND COSTS, IN EACH CASE WHETHER ACTUAL, PROSPECTIVE, OR CONTINGENT), OF EVERY KIND AND NATURE, REGARDLESS OF WHETHER IN LAW OR IN EQUITY, OR WHETHER NOMINAL, ACTUAL, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHERWISE, WHETHER THEN-CURRENTLY ASCERTAINABLE, AND WHETHER ASSERTED, SUFFERED, OR INCURRED (COLLECTIVELY "LIABILITIES") ARISING DIRECTLY OR INDIRECTLY OUT OF OR RELATED TO SUBCONTRACTOR'S WORK OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITIES ATTRIBUTABLE TO PERSONAL INJURY, DEATH, LOSS OF USE, OR PROPERTY DAMAGE (INCLUDING TO THE WORK ITSELF AND UTILITY FACILITIES), EXCEPT TO THE EXTENT CAUSED BY THE INDEMNITEES' OWN NEGLIGENCE. IN ADDITION TO THE PRECEDING, SUBCONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES ARISING OUT OF OR RELATED TO THE SUBCONTRACT WORK OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITIES ATTRIBUTABLE TO PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (INCLUDING TO THE WORK ITSELF AND UTILITY FACILITIES), EVEN TO THE EXTENT CAUSED BY THE PARTIAL, CONTRIBUTORY, CONCURRENT, OR JOINT WRONGFUL CONDUCT OF ANY OF THE INDEMNITEES, THEIR AGENTS OR EMPLOYEES, AND ANY THIRD PARTIES UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES, BUT ONLY IF: (1) THE LIABILITIES ARE FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF SUBCONTRACTOR, SUBCONTRACTOR'S AGENT, SUBCONTRACTOR'S SUBCONTRACTOR OF ANY TIER; (2) THIS AGREEMENT PERTAINS TO A SINGLE FAMILY HOUSE, TOWNHOUSE, DUPLEX, OR LAND DEVELOPMENT DIRECTLY RELATED THERETO; (3) THIS AGREEMENT PERTAINS TO A PUBLIC WORKS PROJECT OF A MUNICIPALITY; OR (4) SECTION 151 OF THE TEXAS INSURANCE CODE DOES NOT OTHERWISE APPLY. THE DEFENSE AND INDEMNITY OBLIGATIONS IN THIS SECTION 24(A) SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF COMPENSATION, BENEFITS OR DAMAGES PAYABLE BY OR FOR SUBCONTRACTOR UNDER ANY WORKER'S COMPENSATION, DISABILITY OR OTHER EMPLOYEE BENEFITS LAWS, NOR SHALL IT BE LIMITED BY THE SCOPE, COVERAGE OR LIMITS OF ANY INSURANCE MAINTAINED BY SUBCONTRACTOR.**
- B. THE PARTIES AGREE AND INTEND TO PROVIDE THAT TEXAS LAW SHALL IN ALL INSTANCES GOVERN THE INTERPRETATION OF THIS AGREEMENT AND THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT AND ANY AMENDMENTS HERETO, WITHOUT REGARD, HOWEVER, TO ANY CHOICE OF LAWS OR CONFLICT OF LAWS**

PROVISION WHICH WOULD DIRECT APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT, AND ONLY TO THE EXTENT, FLORIDA LAW (SPECIFICALLY, FLA. STAT. § 725.06 OR ITS EQUIVALENT) IS FOUND TO GOVERN THE INDEMNITY PROVISIONS FOUND IN THIS AGREEMENT, SUBSECTION 24(A) ABOVE SHALL NOT APPLY AND THIS SUBSECTION 24(B) SHALL APPLY: SUBCONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES ARISING DIRECTLY OR INDIRECTLY OUT OF OR RELATED TO SUBCONTRACTOR'S WORK OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITIES ATTRIBUTABLE TO PERSONAL INJURY, DEATH, LOSS OF USE, OR PROPERTY DAMAGE (INCLUDING TO THE WORK ITSELF AND UTILITY FACILITIES) TO THE EXTENT CAUSED BY THE NEGLIGENCE OF AN INDEMNITEE. THE DEFENSE AND INDEMNITY OBLIGATIONS SHALL BE LIMITED TO THREE TIMES THE AMOUNT OF THIS AGREEMENT AND THE PARTIES AGREE THAT THIS AMOUNT BEARS A REASONABLE COMMERCIAL RELATIONSHIP TO THE AGREEMENT. THE DEFENSE AND INDEMNITY OBLIGATIONS IN THIS SECTION 24(B) SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF COMPENSATION, BENEFITS OR DAMAGES PAYABLE BY OR FOR SUBCONTRACTOR UNDER ANY WORKER'S COMPENSATION, DISABILITY OR OTHER EMPLOYEE BENEFITS LAWS, NOR SHALL IT BE LIMITED BY THE SCOPE, COVERAGE OR LIMITS OF ANY INSURANCE MAINTAINED BY ANY INDEMNITEE.

- C. IF FLORIDA LAW IS FOUND TO GOVERN THE INDEMNITY PROVISIONS FOUND IN THIS AGREEMENT AND THE OWNER FOR THE PROJECT IS A PUBLIC AGENCY, SUBSECTIONS 24(A) & 24(B) ABOVE SHALL NOT APPLY AND THIS SUBSECTION 24(C) SHALL APPLY: SUBCONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CONTRACTOR, INCLUDING ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES AND COSTS, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL WRONGFUL MISCONDUCT OF SUBCONTRACTOR AND PERSONS EMPLOYED OR UTILIZED BY SUBCONTRACTOR IN THE PERFORMANCE OF THE AGREEMENT.
- D. Subcontractor shall contractually require all of its Lower-Tier-Subcontractors of any tier to assume the same indemnification obligations to the Indemnitees as stated herein

**25. Insurance:**

- A. Subcontractor shall, at its sole cost and expense, maintain in effect at all times during the full term of its Work (including any and all warranty periods) occurrence-based insurance with coverages, unless otherwise agreed to by Contractor, and limits of liability not less than set forth below (limits may be arranged through any combination of underlying and excess or umbrella policies):

TYPE OF COVERAGE	LIMITS & COMMENTS
<p><b>Commercial General Liability:</b> (with a combined single limit for Bodily Injury and Property Damage)</p> <ul style="list-style-type: none"> <li>• Written on ISO CG 00 01 Coverage Form (or substantial equivalent)</li> <li>• Personal Injury Liability</li> <li>• Products and Completed Operations <i>(Maintain ten (10) years following completion of Project)</i></li> <li>• Policy must be endorsed to provide that aggregate limits apply on a per project basis.</li> <li>• Coverage must include broad form property damage, independent contractor's liability, blanket contractual liability covering Subcontractor's indemnity obligations under this Agreement, and coverage for hazards commonly referred to as XCU.</li> </ul>	<p>\$1,000,000 Each Occurrence and \$5,000,000 General Aggregate</p> <p>\$1,000,000 Aggregate</p>
<p><b>Automobile Liability:</b> (For all vehicles owned, non-owned, hired or otherwise used anywhere in connection with business operations under this Agreement or on or from any premises owned or leased by Owner or Contractor (collectively, the "Work Site"))</p>	<p>\$2,000,000 Combined Single Limit for Bodily Injury and Property Damage</p>
<p><b>Workers' Compensation Insurance:</b> with <b>Employers Liability:</b></p> <ul style="list-style-type: none"> <li>• Coverage must include USL&amp;H, Jones Act, Outer Continental Shelf Land Act, Maritime &amp; Federal Employers Liability Act coverage &amp; Defense Base Act, if applicable.</li> </ul>	<p>Statutory Limits</p> <p>\$100,000 each accident, \$100,000 each person for disease and \$500,000 aggregate for disease (or whatever limits are required as underlying insurance for the Umbrella or Excess Liability)</p>

<ul style="list-style-type: none"> <li>• Coverage must include all Partners, Proprietors, and Executive Officers.</li> <li>• Coverage must include All States coverage.</li> </ul>	
<b>Umbrella or Excess Liability:</b> (not less broad than primary policies)	\$5,000,000 Each Occurrence \$5,000,000 Aggregate

- B. Subcontractor must pay all deductible amounts associated with the required insurance. Subcontractor must also timely pay the premiums for all insurance required under this Agreement.
- C. Subcontractor must require each Lower-Tier-Subcontractor to provide and maintain, during the term of their respective agreements (including all warranty periods), the insurance coverages specified above, with any limits of liability determined appropriate by Subcontractor. Subcontractor's insurance must provide coverage whether Subcontractor's liability arises out of the operations of Subcontractor.
- D. All policies except Workers' Compensation and employer's liability insurance and professional liability insurance shall be endorsed to name the Indemnitees as Additional Insureds, to the maximum extent permitted by law. Coverage provided to an additional insured is primary and non-contributory. The Additional Insured status under the General Liability coverage shall apply to both ongoing and products/completed operations hazards using ISO forms CG 20 10 11/85, or CG 20 10 04 13 AND CG 20 37 04 13. No policy may contain any limitation on the scope of protection afforded any of the additional insureds and will contain provisions that the other insureds will not be prejudiced by the failure of one insured to observe and fulfill the terms of the policy and/or an unintended and/or inadvertent error, omission or misdescription of the risk interest in property insured, incorrect declaration of values, failure to advise insurers of any change of risk interest or property insured or failure to comply with statutory requirements.
- E. All policies shall be endorsed to waive subrogation in favor of the Indemnitees.
- F. All insurance policies shall be issued by insurance companies licensed in the jurisdiction where the Work is to be performed, approved by Contractor and/or Owner. The insurers must maintain a current minimum AM Best's rating of A (or shall otherwise be acceptable to Contractor). Each Subcontractor and Lower-Tier-Subcontractor policy shall be endorsed to state that coverage cannot be cancelled, suspended, voided, non-renewed, or reduced in coverage or in limits except after thirty (30) days' prior written Notice, or ten (10) days in the case of cancellation for non-payment of premium, has been given to Contractor.
- G. Each Subcontractor and Lower-Tier-Subcontractor policy will be held on terms approved by Contractor and/or Owner and will not contain any extraordinary exclusion, endorsement or alteration that would unnecessarily restrict or narrow coverage.
- H. No endorsement or policy terms shall be permitted which limits, reduces, or modifies the standard ISO (CG 00 01) Contractual Liability exclusion and/or definition of Insured Contract. Endorsements specifically prohibited under this article include, but are not limited to, CG 21 39 10 93. Additionally, no exclusion for damages to work performed by subcontractors, such as CG 22 94 10 01, shall be permitted.
- I. Prior to commencement of work, Subcontractor shall deliver to Contractor either certificates of insurance acceptable to Contractor or, if required by Contractor, certified copies of insurance policies or certified copies of insurance summaries, and copies of additional insured endorsements to evidence all such insurance coverages, policies, and limits. Contractor reserves the right to require complete and certified copies of all such insurance policies at any time (including, without limitation, the additional insured and waiver of subrogation provisions or endorsements). Upon Contractor's request, Subcontractor will also furnish Contractor similar evidence of Lower-Tier-Subcontractors' policies, coverages, and limits. Liability insurance shall be evidenced on ACORD Form 25. Contractor's receipt of or failure to object to any insurance certificates or policies submitted by Subcontractor does not release or diminish in any manner the liability or obligations of Subcontractor or constitute a waiver of any of the insurance requirements under this Agreement. Replacement certificates of insurance evidencing continuation of Subcontractor's coverage must be furnished to Contractor at least 30 days prior to the expiration of the current policies.
- J. Notwithstanding anything to the contrary, the insurance provided by Subcontractor will be *primary to and not seek contribution from* any insurance carried by Contractor.
- K. New Certificates of Insurance shall be provided to Contractor prior to the current certificate(s) coverage termination date if prior to completion of the Work. Lapsed coverage of insurance required by this section is an act of default under this Agreement.
- L. In the event of any failure by Subcontractor to comply with these provisions, Contractor may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Subcontractor, purchase such insurance, at Subcontractor's expense. Provided that Contractor shall have no obligation to do so and if Contractor shall do so, Subcontractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- M. Intentionally Omitted.
- N. The types and amounts of insurance required herein are minimum limits only and shall in no way limit Subcontractor's liability or obligations.

## 26. Services to Subcontractor:

If applicable, Contractor's equipment, material and service, will be available to Subcontractor only at Contractor's discretion unless otherwise specified in this Agreement. Subcontractor's use of equipment, materials or services furnished by Contractor shall be at the sole risk of Subcontractor, and Subcontractor agrees to indemnify, defend, and hold harmless Contractor from or against claims by any person or entity for any damages and expenses of every nature, including, without limitation, any damage to the equipment, materials and/or services furnished by Contractor, and attorneys' fees arising directly or indirectly from 1.) Subcontractor's use of Contractor's equipment, materials and/or services; or 2.) the acts or omissions of Subcontractor, its Lower-Tier-Subcontractors or anyone for whom Subcontractor may be legally liable. This indemnification is in addition to other indemnification obligations herein.

## 27. Protection of Workplace:

### A. Subcontractor Property:

Protection of Subcontractor's company-owned or Subcontractor's employees' personally owned vehicles, materials (both stored and in-place), tools, and equipment will be Subcontractor's sole responsibility. Contractor will assume no responsibility for theft or damage to the above items, whether personal or company owned. Subcontractor is encouraged to take all precautions necessary to protect such items from damage by others.

### B. Third-Party Property:

- 1) Subcontractor shall use suitable precautions to prevent damaging the work of other trades. Subcontractor shall be responsible for any and all damages caused by Subcontractor to any equipment, materials or property on the Project site.
- 2) Subcontractor shall use suitable precautions to prevent damaging all public and private property and facilities. Any damage to property shall immediately be restored to the previously existing condition. Contractor shall make no payment for such restorative work.
- 3) Subcontractor shall use suitable precautions to prevent damaging underground and overhead structures and signs, including but not limited to: pipes, conduits, poles, wires, cables, roadway signs, delineators, fence, guardrail, and land monuments. Damage shall be reported to the Contractor Project Manager or designated representative immediately. At Contractor's option, Contractor may repair damage at Subcontractor's expense or require Subcontractor to repair or replace such damaged items.
- 4) Subcontractor shall use suitable precautions to prevent damaging wildflower plantings, planted trees or shrubs. Subcontractor shall replant or replace any damage to such plantings at Subcontractor's expense.

## 28. SWPPP/Environmental Regulations, Erosion and Sediment Control, and Spill Prevention:

A. Subcontractor shall be aware of and conform to all Federal, State and Local statutes, laws, rules, regulations and requirements concerning environmental permits and erosion and sediment plans and the proper construction of same. Subcontractor shall be especially aware of the following requirements:

- 1) Discharges of any kind into waters, wetlands, or floodplains are not permitted, unless those discharges are properly permitted or certified to meet water quality standards.
- 2) Discharges of lead-based paint into the atmosphere or onto the ground are not permitted. A waste removal system certified by an Industrial Hygienist shall be utilized. This is required in the *Environmental Protection and Disposal of Material* payment items if included in the Work.
- 3) Silt fencing shall be erected as required around all areas prior to where the land will be disturbed.
- 4) Check dams, sediment basins and/or hay bale filters, as required, shall be utilized to prevent silt and sediment from leaving the Work Site.
- 5) Disturbed areas shall be restored as soon as possible.
- 6) Containment or collection systems are required when performing any concrete work over water.
- 7) Additional actions may be necessary depending on the extent of work, weather and local conditions.
- 8) Proper manifests and/or receipts from certified landfills shall be submitted for all waste materials removed from the Work Site.
- 9) When Subcontractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants, such operations shall be discontinued in the vicinity of the abnormal condition and Contractor shall be notified immediately. Indicators of hazardous or toxic wastes or pollutants which shall be treated with extraordinary caution include but are not limited to:
  - The presence of tanks or barrels;
  - Discolored earth, metal, wood, groundwater, etc.;
  - Visible fumes;
  - Abnormal odors;
  - Excessively hot earth;
  - Smoke;

- Vapors;
- Asbestos; or
- Any other conditions which appear abnormal.

B. If the need for any remediation of the Work Site becomes apparent while the Work is underway and such work items are not specifically included in the Work, Subcontractor shall immediately notify Contractor. Contractor may solicit a price, and if accepted, issue a Supplemental Agreement prior to commencement of needed remediation work.

C. Erosion Control:

- 1) In the event it is necessary for Subcontractor to remove a silt fence or other best management practice erosion control barrier ("Erosion Control Barrier"), Subcontractor must obtain written consent from the Contractor Project Manager. Written consent may be withheld if, in the opinion of Contractor, rain or other adverse weather conditions are anticipated.
- 2) Any Erosion Control Barrier which the Contractor Project Manager consents to the removal of must be reinstalled either: (i) before anticipated rain or other adverse weather conditions begin, or (ii) before Subcontractor leaves the job site if rain or other adverse weather conditions are anticipated to occur after the completion of Subcontractor's daily work. Consent to leave an Erosion Control Barrier down over night will only be granted if no rain or other adverse weather conditions are expected.
- 3) Subcontractor agrees to replace any damaged Erosion Control Barrier at Subcontractor's expense.

D. Spill Prevention:

- 1) In accordance with all applicable laws and regulations, including, without limitation, Title 40, Code of Federal Regulations, Part 112 (40 CFR 112), Contractor shall obtain a Spill Prevention, Control and Countermeasure (SPCC) plan certified by a licensed professional engineer. Subcontractor agrees to comply with all aspects of the SPCC Plan.
- 2) Subcontractor shall be required to obtain the written consent of Contractor prior to bringing any fuel tanks to the Work Site. All fuel tanks will require a containment that will hold 150% of capacity.
- 3) Subcontractor agrees to comply with, and to require its Subcontractor and suppliers to comply with, all local, state and governmental laws and regulations including, but not limited to, obtaining all permits associated with its fuel tanks at Subcontractor's own expense.
- 4) Subcontractor specifically agrees to indemnify, save and hold harmless, Contractor from any liability and damages, fines, costs, and attorneys' fees incurred by Contractor on account of Subcontractor's or Lower-Tier-Subcontractor's failure to comply with the terms of this Section 28(D), the SPCC Plan and 40 CFR 112.
- 5) Spills must be reported by Subcontractor immediately. Subcontractor is responsible for all expenses and costs associated with cleaning up spills. Subcontractor shall comply with all rules, laws and regulations including, but not limited to, EPA requirements when disposing of spills.
- 6) All fuel cans must be steel safety cans. No plastic fuel cans are approved for use on the Project site.

**29. Non-Use of Asbestos:**

Subcontractor, any person, firm or organization representing or represented by Subcontractor, or employed by Subcontractor shall not cause or allow any material to be incorporated into the construction of the Project, or allow any building material on the Work Site that is an asbestos containing material or any other material defined as containing asbestos by any laws, rules or regulations promulgated by the United States Government, the State of Texas or any governmental organization or agency operating under the authority or either of those entities.

**30. Payment Withholding:**

A. Contractor may withhold payment on an invoice or a portion thereof in an amount and to such extent as may be reasonably necessary to protect Contractor from loss because of any of the following:

- 1) Non-compliant Work not timely remedied by Subcontractor;
- 2) Subcontractor's failure to perform the Work in accordance with the Contract Documents;
- 3) Third-party claims, suits or liens arising out of or relating to Subcontractor's Work;
- 4) Subcontractor's failure to pay money to Contractor when due;
- 5) Failure of Subcontractor to properly make payments to its Lower-Tier-Subcontractors;
- 6) Reasonable doubt that the Work can be completed within the outstanding balance due Subcontractor;
- 7) Liquidated damages or other performance-based deductions assessed against Contractor arising out of or relating to Subcontractor's Work; or
- 8) Any Subcontractor breach of the terms of this Agreement or any other agreement between Subcontractor (and/or its affiliates) and Contractor (and/or its affiliates).

B. Subcontractor shall notify Contractor in writing when the above conditions are remedied, and Contractor shall provide payment during the next billing cycle.

C. Contractor is entitled to offset from any sum due Subcontractor hereunder against any past due obligation or claim Subcontractor or its affiliates may owe to Contractor or any affiliate of Contractor under this Agreement or any other agreement.

### 31. Liability Limitations:

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS, DAMAGE OR OTHER LIABILITY OTHERWISE EQUIVALENT TO OR IN THE NATURE OF ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING FROM PERFORMING OR A FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT, INCLUDING FOR ANY LOSS OF PROFITS, LOSS OF OPPORTUNITY OR GOODWILL, LOSS OF USE OF EQUIPMENT OR SYSTEMS, OR COST OF CAPITAL. PROVIDED, HOWEVER, THAT THE PRECEDING LIMITATION SHALL NOT RELIEVE SUBCONTRACTOR OF ITS RESPONSIBILITY OR LIABILITY FOR LIQUIDATED DAMAGES OR OTHER PERFORMANCE-BASED DEDUCTIONS ASSESSED BY OWNER THAT ARE ATTRIBUTABLE TO SUBCONTRACTOR'S FAILURE TO PERFORM ITS WORK AS REQUIRED IN THIS AGREEMENT.

### 32. Ethics and Anti-Corruption:

#### A. Ethics:

Subcontractor agrees to adhere to the highest ethical standards, thereby avoiding all forms of corruption, false claims and fraud. A copy of Contractor's Corporate Code of Ethics ("Ethics Code") is available for review at <http://www.webber.com/code-of-ethical-conduct/>. In performing its obligations under this Agreement, Subcontractor shall adhere to the Ethics Code.

#### B. Anti-Corruption:

- 1) Subcontractor represents and warrants that none of its officers, employees, agents or other representatives has made any gift, payment, award or promise of any value, either directly or indirectly, to any person including but not limited to Contractor or the Owner, whether a government official or private person, for the purpose of illegally or improperly influencing any other party in interest or its officers, employees, agents or other representatives, as to whether to enter into this Agreement.
- 2) Subcontractor shall comply with all anti-corruption laws, including laws that prohibit bribery, whether active or passive, and the payment of commissions, facilitation payments and the like ("Anti-Corruption Policy"). This Anti-Corruption Policy prohibits Subcontractor from any corrupt behavior within the scope of its work for Contractor.
- 3) Any violation of anti-corruption laws shall constitute a breach of this Anti-Corruption Policy, including but not limited to:
  - Giving, offering, promising or authorizing the delivery of something of value, directly or indirectly, to unlawfully influence any person, including but not limited to government officials;
  - Unlawfully soliciting, receiving or accepting something of value;
  - Signing false contracts in breach of this Anti-Corruption Policy;
  - Intentionally keeping inaccurate books and accounts; or
  - Hiding or embezzling funds or hiding or attempting to hide the sources of such funds.
- 4) If Subcontractor contracts with Lower-Tier Subcontractors or suppliers, it shall substantially incorporate the language within this Section 32(B) into its contracts with such Lower-Tier Subcontractors or suppliers.
- 5) Any failure to comply with the obligations herein shall be a material breach of this Agreement. If Contractor believes that Subcontractor or any of its Lower-Tier Subcontractors have or may have breached this Section 32(B), Contractor may audit Subcontractor's books, records and any other relevant documentation for the purpose of assessing or verifying compliance with this clause. Subcontractor shall immediately provide access to such books and records and shall respond promptly to Contractor's reasonable inquiries in connection with its investigation into the matter.

#### C. Notice/Complaint Requirements:

- 1) Subcontractor shall immediately notify Contractor as to any potential breaches of the obligations assumed in this Section 32. All such notices shall be made in accordance with the notice provisions herein.
- 2) Any person who is employed by Subcontractor and is licensed by the Department of Business and Professional Regulation and who, through the course of his or her employment, has knowledge to believe that any person has violated the provisions of state licensing laws or rules shall submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, F.S. and the state licensing law applicable to that licensee. The complaint shall be confidential. Any confidential information submitted to the Department of Business and Professional Regulation shall remain confidential pursuant to Chapter 455, F.S. and applicable state law.

## II. INFRA PROVISIONS

### 1. Labor, Materials and Equipment:

- A. Subcontractor shall furnish all labor, materials, equipment, machinery, supplies, equipment, tools, appliances, transportation, fuel, power/energy, supervision, traffic barriers, traffic control (including law enforcement support) incidentals, and any other items or incidentals as required to start-up and complete full performance of the applicable Work Order. Subcontractor is responsible for all

mobilizations and demobilizations required for the Work.

- B. Prior to the start of work under this Agreement, Subcontractor shall have available and in good working order all necessary equipment to complete the work of sufficient size, type and quantity as selected and supplied, at the discretion of Subcontractor, in compliance with all requirements of this Agreement.
- C. Subcontractor's trucks and/or other road-going equipment shall prominently and legibly display Subcontractor's company name.
- D. Subcontractor may park equipment within 30 feet of the right-of-way line and Subcontractor may park equipment on the right-of-way overnight as close to the right-of-way line as possible with prior approval of Contractor. Subcontractor's equipment shall not be parked overnight in the median regardless of the width of the median. Contractor shall approve all staging areas on the right-of-way. Subcontractors choosing to park equipment on right-of-way do so at their sole risk. Neither Owner nor Contractor shall be liable for any loss, including but not limited to damage, theft, vandalism, etc.
- E. All materials shall conform to the Applicable Standards (defined below), unless otherwise specified in the Special Provisions. Used, reconditioned, or remanufactured supplies shall not be utilized unless otherwise specified or approved in writing by the Contractor Project Manager. Any and all salvageable materials within the limits of each Work Site shall be utilized in that Work Site at no additional cost. If not used, the material becomes the property and responsibility of Subcontractor.

**2. Traffic Control:**

Subcontractor is responsible for Work Site safety and traffic control. Subcontractor shall perform all work, including the operation of equipment, in a manner which will not endanger the life or safety of individuals at the Work Site. All traffic control devices shall conform to and be placed in accordance with the requirements of Part VI of the U.S. DOT Manual on Uniform Traffic Control Devices ("MUTCD"). Contractor will fully enforce all traffic control provisions; no deviations from the MUTCD are expected or will be permitted unless otherwise approved in writing by the Contractor Project Manager. For operations requiring closure of travel lane(s), Subcontractor shall comply with the Worksite Traffic Supervisor, Florida Department of Transportation Standard Index 600 series of the Roadway & Traffic Standard Plans, latest edition.

Subcontractor shall furnish any traffic control devices, including law enforcement supports when required, and temporary sign panels, necessary to perform this work and shall be responsible for their cost, placement, proper maintenance, and removal. In addition to mainline signing, proper signs shall be displayed on all affected ramps prior to the start of operations in interchange areas.

For Work requiring maintenance of traffic, Subcontractor shall submit to the Contractor Project Manager for review, prior to beginning work, two (2) electronic copies of their proposed traffic and safety plan. Subcontractor's safety and traffic plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic. Submission of Subcontractor's safety and traffic plan(s) shall not relieve Subcontractor of its sole responsibility and/or liability for injury to persons or damage to property caused by or attributed to Subcontractor.

Any necessary mainline, primary, and/or, service road, lane and/or ramp/interchange/intersection closures must be requested by Subcontractor and approved by the Contractor Project Manager at **least two (2) weeks** prior to the closure.

**3. Coordination of Work:**

Subcontractor shall, at no extra cost to Contractor, coordinate work activities with any others which may be underway in the vicinity of the Work Site. Subcontractor may, for the purpose of coordination, request a meeting with any other party responsible for such activities. Subcontractor shall attend any and all meetings when requested to do so by Contractor. Subcontractor shall be required to participate in meetings between Contractor and FDOT concerning matters pertaining to Subcontractor, the Work or the coordination of the Work with other contractors, provided that all direction to such Subcontractor shall be provided by Contractor, and provided further that nothing in this Section shall limit authority of FDOT to give such direction or take such action as in its opinion is necessary to remove an immediate and present threat to the safety of life or property.

**4. Work Schedule:**

Work shall be performed as designated in the applicable Work Order, unless otherwise approved by the Contractor. Subcontractor shall schedule work to minimize inconvenience to the users of the highway. No work shall be performed when the visibility is less than one-thousand five hundred (1,500) feet without the written approval of Contractor.

**5. Subcontractor's Personnel:**

Subcontractor shall always have on the Work Site, as its agent, a competent English-speaking project manager and superintendent capable of thoroughly interpreting the Contract Documents and experienced in the type of work being performed. This project manager or the superintendent shall have full authority to perform the Work, execute the orders or directions of Contractor, and to supply promptly any materials, tools, equipment, labor, incidentals, etc. which may be required to perform the work.

**6. Department Standards:**

Unless otherwise approved by the Contractor Project Manager, work performed, and material used under this Agreement shall conform to the latest version of all FDOT manuals, standards, specifications, statewide special specifications, policies, procedures and their addenda, as they may be amended, supplemented or updated (the "Applicable Standards"). Current/updated FDOT special

specifications, special provisions and/or standards are available on the FDOT website. These include, but are not limited to the current editions of the following:

- A. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction;
- B. Standard Specification for Road and Bridge Construction;
- C. Design Manual;
- D. MUTCD;
- E. Standard Maintenance Special Provisions;
- F. Maintenance Activity Standards;
- G. Workbook of Implemented Modifications in the Standard Specifications;
- H. Qualified Products List; and
- I. Standard Plans for Design, Construction, Maintenance and Utility Operations.

**7. Liquidated Damages:**

If Subcontractor fails to meet the performance standards identified in this Agreement, in addition to the liquidated damages, Subcontractor will be responsible for any penalties imposed by FDOT on Contractor resulting from these failures. In addition, Contractor may take steps to have the Work corrected. Once Subcontractor is notified that Contractor is taking corrective action, Subcontractor shall refrain from performing work on the item in question unless approved by the Contractor Project Manager. The costs associated with these measures will be at Subcontractor's sole cost and expense and will be deducted from any monies due Subcontractor, if any, or repaid to Contractor, by Subcontractor, within 20 days.

**8. Time Adjustments:**

An extension of any Work Order or time to complete the Work may be allowed when a major item of work is delayed for reasons beyond the control of Subcontractor. Subcontractor is not entitled to additional compensation as a result of such an extension. Extensions will not be granted for foreseeable delays or delays caused by Subcontractor.

**9. Utilities:**

Subcontractor shall be responsible for the maintenance, protection and continuance of service for any utilities encountered in the performance of the Work within the Work Site for the duration of this Agreement.

Subcontractor shall notify SUNSHINE ONE CALL prior to digging within the right of way which could be affected by the Work in accordance with the Underground Utility Damage Prevention Act, and all other applicable rules, laws and regulations.

**10. Key Personnel:**

Subcontractor shall provide a list of key personnel who will oversee performance of the work, including but not limited to a Project Manager, Superintendent, Supervisors, and Safety Manager. The Key Personnel list shall contain phone numbers, fax numbers, cell phone numbers and pager numbers. This list may also be provided to FDOT, as appropriate.

**11. Communication with FDOT:**

Neither Subcontractor nor any of its Lower-Tier-Subcontractors or representatives may communicate directly with FDOT or any of its employees, agents or representatives regarding the work, without the prior written approval of Contractor. All contact, communication, and dealings with FDOT and its employees, agents, or representatives by Subcontractor regarding the Work shall be solely through Contractor or its designated representative. Subcontractor will utilize its best efforts to refer inadvertent inquiries from FDOT to Contractor.

**12. Termination or Suspension:**

Contractor reserves the right to terminate or suspend this Agreement or any Work Order, in whole or in part, because of unsatisfactory work, work progress, non-responsiveness, unsafe conditions, failure to comply with Agreement provisions, for convenience of Contractor, due to a force majeure event, or FDOT default. In any such termination event, Subcontractor agrees to hold harmless Contractor and FDOT from any liability for Subcontractor's indirect or consequential loss, lost profits and/or business opportunity.

If Contractor terminates this Agreement or any Work Order should Subcontractor fail to perform, Contractor may award the work to

another subcontractor without notice. Contractor's use of other subcontractors to complete the contracted work may, at Contractor's option, result in Contractor backcharging Subcontractor for the excess costs.

### **13. Contractor Liens:**

All liens, claims, and charges against Contractor shall not attach to any interest of FDOT's transportation facilities.

### **14. Contractor Standing:**

Subcontractor must declare in writing, if Subcontractor, a sub-consultant, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of funds:

- A. Is currently under suspicion, debarment, voluntary exclusion or determination of ineligibility by any federal agency, or FDOT;
- B. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency, or FDOT within the past three (3) years; or
- C. Does have a proposed debarment pending; or has been indicted, convicted or had a civil judgment rendered against it, or them by a court of competent jurisdiction in any matter involving fraud, or official misconduct in the past three (3) years.

Any of the above conditions will not necessarily result in denial of award, but will be considered in determining offer or responsibility. For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

### **15. Public Access to Documents:**

Subcontractor shall allow public access to all documents, papers letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and any objection made or received by Subcontractor to grant such public access shall be grounds for immediate and unilateral cancellation of this Agreement. However, upon receipt of any public records request, Subcontractor shall immediately notify the Contractor Project Manager and secure prior written consent before releasing such records.

### **16. Third-Party Beneficiary:**

FDOT is a third-party beneficiary of this Agreement and shall have the right to enforce all terms of this Agreement for its own benefit.

### **17. Department Succession:**

This Agreement is fully assignable to FDOT, including the benefit of all Subcontractor warranties (express or implied), indemnities, guarantees, and professional responsibilities. Should this Agreement be assigned to FDOT then Subcontractor agrees that:

- A. It will maintain usual and customary books and records for the type and scope of operations of business in which it is engaged (e.g., constructor, service provider);
  - B. It will permit audit by Contractor and provide progress reports to Contractor appropriate for the type of subcontract it is performing sufficient to enable Contractor to provide the reports it is required to furnish FDOT;
- It will allow FDOT to assume the benefit of Contractor's subcontract rights and the work performed thereunder with liability only for those remaining obligations accruing after the date of assumption

### **18. Confidentiality:**

In connection with the work provided under this Agreement, one party may disclose ("Disclosing Party") to the other party ("Receiving Party"), either orally, in writing, or by inspection, certain information related to Disclosing Party's business, operations, or future business that is either non-public, confidential, proprietary in nature and which could facilitate the work ("Confidential Information"). The parties agree as follows:

- A. The disclosure of any Confidential Information has been and will be solely for performing the work. The Receiving Party agrees that it will keep the Confidential Information confidential and will not, without the prior written consent of the Disclosing Party, disclose the Information to any other third party. Neither the Receiving Party nor any of its Representatives (defined herein) will use the Confidential Information for any purpose other than in performance of the work, except that the Receiving Party may disclosure Confidential Information solely to its employees, directors, officers, attorneys, accountants and financial advisors ("Representatives") as are necessary to perform the work, and only provided that such Representatives are informed of the and agree to abide by the terms of this Agreement. The Receiving Party will be responsible for any violations of this Agreement by their Representatives and shall use its best efforts to restrain their Representatives from unauthorized use or disclosure of the Confidential Information. Confidential Information shall not apply to information which (1) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives in breach of this Agreement; or (2) is or becomes available to the Receiving Party on a non-confidential basis from another source not bound by duty of nondisclosure to Disclosing Party with respect to such information.
- B. All Confidential Information furnished by Disclosing Party shall remain the property of the Disclosing Party. Following completion of the work, or at any time upon request, the Receiving Party will either destroy or return the Confidential Information and all portions

or copies, notations, extracts and summaries or analyses thereof, whether they include or are based on the Confidential Information; provided that the Receiving Party may retain its own documents to evidence compliance with policies and due diligence. The Receiving Party shall, at the Disclosing Party's request, certify in writing that it has complied with such request.

- C. Notwithstanding the provisions of this Section, in the event the Receiving Party or its Representatives becomes compelled by applicable law, or any applicable government or regulatory body to disclose any of the Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice thereof and the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Contract. In the event such protective order is not obtained, or the Disclosing party waives compliance with the provisions of this Contract, the Receiving Party will provide only that portion of the Confidential Information which is legally required and will cooperate to obtain confidential treatment for such Confidential Information disclosed.

**19. Records Retention and Audit:**

Subcontractor shall maintain books, records, documents and other evidence of procedures and practices which sufficiently and properly reflect all costs and performance of work under this Agreement, including financial records, personnel records, policies, training records, drug test results, change order files, etc., related to the performance of work and to Subcontractor's compliance with the terms and conditions of this Contract. Such records shall be maintained for a period of five (5) years after the expiration or termination of this Agreement and shall be subject at reasonable times and upon prior notice, to examination, inspection, copying, or audit by personnel authorized by Contractor or FDOT. Delivery of and access to such documents shall be at no cost to Contractor. Subcontractor shall be responsible for any audit exceptions or disallowed costs.

**20. Survival, Amendment, and Severability:**

The provisions of this Agreement related to Insurance, Liability Limitations, Warranty, Indemnity, Records Retention and Audit, and Confidentiality will survive its termination. Any purported amendment to this Agreement without prior written consent of Contractor and FDOT shall be null and void. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

**21. All Work Covered by Subcontract:**

If Subcontractor has commenced performance of its work hereunder prior to the execution of this Agreement or any applicable Work Order, it is specifically understood that all such work shall be included in the work to be performed under this Agreement, and all such payments, as well as all future work to be performed hereunder, shall be in conformity with and subject to the terms and conditions hereunder.

**22. Right of Recoupment or Offset:**

Intentionally Omitted

**23. Separate Agreements with Others:**

Subcontractor shall not enter into any agreements with DOT or others with respect to the Project without first obtaining Contractor's written consent. Subcontractor agrees to bind all Lower-Tier-Subcontractors and suppliers to the same terms and conditions as those set forth in this Agreement. All Work performed by Subcontractor shall be processed and handled exclusively by Contractor.

**SUBCONTRACT AGREEMENT  
ATTACHMENT "A"  
SCOPE OF WORK**

Subcontractor: City of Mary Esther  
Address: 195 Christobal Rd, Mary Esther, FL 32569  
Attn: Shawn Lindsey  
Phone: 850-243-3566 ext. 138  
Email: slindsey@cityofmaryesther.com

Owner: FDOT  
County: Okaloosa  
Subcontract No.: MASTER  
Job Number: S29  
Issue Date: 10/1/2025  
Prepared By: Jeff Shaw

**ITEM 1 – SCHEDULE OF VALUES**

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATE D QUANTITY	U/M
1	Small Machine Mowing – City of Mary Esther City Limits (1.834 acres)	\$218.36	1	Per Cycle
2	Intermediate Machine Mowing – City of Mary Esther City Limits (68.236 acres)	\$3,533.26	1	Per Cycle
3	Litter Pickup and Disposal – City of Mary Esther City Limits	\$3,063.14	1	Per Cycle
4	Edging and Sweeping – City of Mary Esther City Limits	\$12,258.65	1	Per Cycle
5	Mechanical Sweeping – City of Mary Esther City Limits	\$13,105.50	1	Per Cycle
6	Tree Trimming – City of Mary Esther City Limits	\$7,500.00	100	Hours

Unless otherwise stated herein, all work, including but not limited to Work listed within the Schedule of Values, will be performed, measured, and paid in accordance with the agreement documents, including but not limited to the Subcontract Agreement, standard specifications, special specifications, special provisions, and general notes ("Agreement Documents").

**ITEM 2 – SCOPE OF WORK**

- Prices include all labor, equipment, materials, tools, supplies, services, and incidentals required to perform the Scope of Work listed in the above schedule of values, unless otherwise specifically excluded herein.
- All scopes listed in the schedule of values will be performed as required by the Webber Infra through written request. Subcontractor agrees to timely perform all requested scopes of work regardless of volume, at the unit prices specified in this Agreement. Each invoice amount will be based on actual quantities performed, less any monetary penalties.
- Subcontractor will perform all Work in accordance with the most current FDOT Department Standards and Specifications, as may be updated throughout the life of the General Contract and the Agreement. Inspect, manage, and consistently maintain all assets within the project limits as identified in this Scope of Work; and produce end results in accordance with Contract Documents in effect at the time of the performance of any Work. Obtain the complete, up-to-date list of Contract Documents from the Office of Maintenance Website at <http://www.fdot.gov/maintenance/AMContractDocuments.shtm>. All Contract Documents listed at this website are incorporated by reference as a part of this Agreement. In the event of a conflict, the more stringent provisions shall apply.

4. The following items are specifically ***included*** in this Agreement but not limited to:
  - a. Required Yearly Mowing/Litter/Sweeping Cycle Schedule:
    - i. 6 Mowing Cycles
    - ii. 12 Litter Cycles
    - iii. 12 Mechanical Sweeping Cycles
  - b. Tree trimming is based on hours and not cycles.
  
5. The following items are specifically ***excluded*** in this Agreement but not limited to:
  - a. N/A

### **ITEM 3 – MAINTENANCE GENERAL CONDITIONS OF CONTRACT**

**Client Contract Name:** FDOT

**Client Contract No.:** E3Y39

### **ITEM 4 – SPECIAL CONDITIONS**

1. The Project is not tax exempt in accordance with the Agreement Documents.
2. **CORRESPONDENCE FLOW:**
  - A. All correspondence and/or communication **MUST** be directed through Contractor's project contacts below. **DO NOT contact the Owner directly.** Permission may be given for special situations.
  - B. The following information must appear on all items forwarded to Contractor, including general correspondence, invoicing, submittals, etc.:
    - Contractor's name: Webber Infrastructure Management, Inc.
    - Job Number: S29
    - Name of Project: Okaloosa County
    - Name of Subcontractor: City of Mary Esther
    - Name of Subcontractor Contact: Shawn Lindsey
3. **SAFETY:**
  - A. Prior to commencing any work, Webber Infra must receive and approve both 1) work method statement and work plan, and 2) Job Safety
  - B. Analysis (JSA)
  - C. Effective safety practices are critical to the success of Contractor projects. It is our collective duty to ensure our employees are properly trained and equipped to perform their tasks in a safe manner. The Project Manager and Project Superintendent will be enforcing the safety program for this project; however, they will not direct your Work or your safety operations. Our Safety Director or his designee will periodically review the jobsite to assist in maintaining a safe working environment for all workers.
  - D. Subcontractor will be required to comply with all required safety regulations and to ensure their personnel and activities are in accordance with local, state, federal, and safety requirements as indicated in the Agreement Documents.
  - E. Material Safety Data Sheets (MSDS) must be provided to Contractor prior to any chemicals or hazardous products being delivered to the jobsite. All materials delivered to the jobsite without MSDS's included or on file will be immediately removed from the jobsite. All Subcontractors shall be responsible for the Hazard

Communication Program required for their employees.

**4. MONTHLY PAYMENT REQUEST:**

- A.** Subcontractor agrees that any monies due under this Subcontract Agreement may be paid, at Contractor's sole discretion, by ACH or check payment. Subcontractor/Supplier may opt out by written request to [corporateap@wwebber.com](mailto:corporateap@wwebber.com) following a 90-day period from Contractor's receipt of the first invoice.
- B.** For Subcontractor payment requests to be processed, submit Pay Application by **([infraUSOinvoices@ferrovial.com](mailto:infraUSOinvoices@ferrovial.com))** and to Webber Infra's Project Manager, with the following required documents not limited to:
  - 1. Subcontractor's Conditional Waivers
  - 2. Subcontractor's Affidavit Form
  - 3. Subcontractor's prior month Unconditional Waiver, if not already submitted
  - 4. Lower-Tier-Subcontractors' prior month Unconditional Waiver listed in the Subcontractor's Affidavit Form, if not already submitted
- C.** Payment for all Subcontractor invoices shall be due net forty-five (45) days after receipt of a correct, undisputed invoice.

**5. PAYROLL:**

- A.** This is not a certified payroll project.

**6. WORK HOURS:**

- A.** Project scope work hours to be approved by Webber Infra prior to commencement of operations.
- B.** To request extended work hours or weekend/holiday work, Subcontractor must provide 48 hours advance notice, at a minimum. Any expenses, such as inspector fees or Contractor supervision will be paid for by Subcontractor if the request is accepted.

**7. PROJECT DELIVERIES:**

- A.** Work Site delivery hours to be approved by Webber Infra prior to commencement of operations.
- B.** Subcontractors shall provide all equipment necessary to unload their equipment or material. All deliveries will require scheduling with the Contractor Project Manager forty-eight (48) hours prior to delivery. Deliveries shall not be scheduled for Fridays, unless specifically authorized by the Contractor Project Manager. Under no circumstances shall equipment be delivered to the jobsite more than one month prior to installation without Contractor approval.
- C.** If Subcontractor fails to adhere to the foregoing notification and other requirements, Contractor reserves the right to refuse, warehouse, or return to the carrier the shipment in question. All related costs incurred by Contractor, e.g., handling, storage, protection, etc., will be borne by Subcontractor.

**8. PROJECT CONTACTS:**

**A. General correspondence, Contract Document Clarifications, Project Schedule, Submittals, Change Requests, Dispute Resolution, Bidding Opportunities**

- 1. PROJECT MANAGER: Brian Ledlow
- 2. Email: [joseph.ledlow@wwebber.com](mailto:joseph.ledlow@wwebber.com)
- 3. Office: 850-398-0737
- 4. Cell: 850-585-5332

**B. Monthly Requisitions, Invoices, Payments, Security Procedures, Payroll**

- 1. PROJECT ADMINISTRATOR: Mckanzie Wilks
- 2. Email: [mwilks@wwebber.com](mailto:mwilks@wwebber.com)
- 3. Office: 850.826.1678

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City of Mary Esther Date

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Webber Infrastructure Management Inc. Date



# AGENDA ITEM

Agenda Item 11.8.

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

**FROM:** Heather Day, Finance Director

**DATE:** October 6, 2025

**SUBJECT:** Resolution 25-16: SRF Loan Agreement DW 460211, Amendment 4

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**BACKGROUND:**

Amendment 4, the final amendment to State Revolving Fund (SRF) Drinking Water Loan DW 460211, is being presented to Council for review and approval. This amendment finalizes the construction drinking water loan for the water infrastructure improvements completed in the Springdale Park neighborhood and establishes an amortization schedule for loan repayment.

**DISCUSSION:**

The final loan amount for Agreement DW 460211 is \$1,987,098.17, which includes a 2% loan service fee and \$6,105.17 in capitalized interest. The interest rate was reduced from 2.24% in the original agreement to 0.28%. Semiannual payments of \$51,116.16 will begin on November 15, totaling \$102,232.32 annually over a 20-year repayment term.

**FINANCIAL IMPACT:**

The Fiscal Year 2026 budget includes sufficient funds to cover the loan repayments, so no budget amendment will be required.

**RECOMMENDATION:**

Motion to adopt Resolution 25-16 approving Amendment 4 to SRF Loan Agreement DW460211.

**ATTACHMENT(S):**

1. Resolution 25-16
2. Exhibit A - DW460211 Amendment 4
3. DW460211 Amortization Schedule

**RESOLUTION NO. 25-16**

**A RESOLUTION OF THE CITY OF MARY ESTHER, FLORIDA,  
AUTHORIZING THE CITY TO ENTER INTO A CONTRACT  
WITH THE STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION FOR AMENDMENT 4 TO  
THE LOAN AGREEMENT DW460211**

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

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain contract with the State of Florida Department of Environmental Protection for the Amendment #4 to Loan Agreement DW460211 in substantially the form attached as **Exhibit A** and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 6<sup>th</sup> day of October 2025.

**CITY OF MARY ESTHER**

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

**ATTEST:**

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

**STATE REVOLVING FUND  
AMENDMENT 4 TO LOAN AGREEMENT DW460211  
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 DW460211, as amended, authorizing a Loan amount of \$2,407,130, excluding Capitalized Interest; and

The Loan Amount, Semiannual Loan Payment amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is reduced by \$464,980. The revised total amount awarded is \$1,942,150.

2. The Loan Service Fee is \$38,843. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$1,942,150.

3. The total amount of the Loan is \$1,987,098.17. This consists of \$1,942,150.00 disbursed to the Project Sponsor, plus accrued Capitalized Interest of \$6,105.17 and service fee charges of \$38,843.00.

4. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$51,116.16. Such payments shall be received by the Department on November 15, 2025 and semiannually thereafter on May 15 and November 15 of each year until all amounts due hereunder have been fully paid.

5. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Project Sponsor Pursuant to this Agreement Consist of the Following:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Drinking Water Revolving Loan TF	37.076	Drinking Water Facility Construction	\$1,942,150	140129

6. Project Costs are revised as follows:

The Project Sponsor and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COSTS (\$)
Construction and Demolition	1,864,364.00
Technical Services During Construction	<u>77,786.00</u>
SUBTOTAL (Total Disbursed)	1,942,150.00
Capitalized Interest	<u>6,105.17</u>
TOTAL (Loan Principal Amount)	1,948,255.17

7. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 4 to Loan Agreement DW460211 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

# Florida State Revolving Fund Amortization Schedule Report

**Sponsor: Mary Esther**  
**Funding Number: DW-460211**

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
DW-460211	1	\$32,660.49	Nov 15, 2025	0.280 %	\$6,088.98	\$1,742.80	\$0.00	\$24,794.00	\$34.71	\$1,238,766.38
	2	\$32,660.49	May 15, 2026	0.280 %	\$30,926.22	\$1,734.27	\$0.00	\$0.00	\$0.00	\$1,207,840.16
	3	\$32,660.49	Nov 15, 2026	0.280 %	\$30,969.51	\$1,690.98	\$0.00	\$0.00	\$0.00	\$1,176,870.65
	4	\$32,660.49	May 15, 2027	0.280 %	\$31,012.87	\$1,647.62	\$0.00	\$0.00	\$0.00	\$1,145,857.78
	5	\$32,660.49	Nov 15, 2027	0.280 %	\$31,056.29	\$1,604.20	\$0.00	\$0.00	\$0.00	\$1,114,801.49
	6	\$32,660.49	May 15, 2028	0.280 %	\$31,099.77	\$1,560.72	\$0.00	\$0.00	\$0.00	\$1,083,701.72
	7	\$32,660.49	Nov 15, 2028	0.280 %	\$31,143.31	\$1,517.18	\$0.00	\$0.00	\$0.00	\$1,052,558.41
	8	\$32,660.49	May 15, 2029	0.280 %	\$31,186.91	\$1,473.58	\$0.00	\$0.00	\$0.00	\$1,021,371.50
	9	\$32,660.49	Nov 15, 2029	0.280 %	\$31,230.57	\$1,429.92	\$0.00	\$0.00	\$0.00	\$990,140.93
	10	\$32,660.49	May 15, 2030	0.280 %	\$31,274.29	\$1,386.20	\$0.00	\$0.00	\$0.00	\$958,866.64
	11	\$32,660.49	Nov 15, 2030	0.280 %	\$31,318.08	\$1,342.41	\$0.00	\$0.00	\$0.00	\$927,548.56
	12	\$32,660.49	May 15, 2031	0.280 %	\$31,361.92	\$1,298.57	\$0.00	\$0.00	\$0.00	\$896,186.64
	13	\$32,660.49	Nov 15, 2031	0.280 %	\$31,405.83	\$1,254.66	\$0.00	\$0.00	\$0.00	\$864,780.81
	14	\$32,660.49	May 15, 2032	0.280 %	\$31,449.80	\$1,210.69	\$0.00	\$0.00	\$0.00	\$833,331.01
	15	\$32,660.49	Nov 15, 2032	0.280 %	\$31,493.83	\$1,166.66	\$0.00	\$0.00	\$0.00	\$801,837.18
	16	\$32,660.49	May 15, 2033	0.280 %	\$31,537.92	\$1,122.57	\$0.00	\$0.00	\$0.00	\$770,299.26
	17	\$32,660.49	Nov 15, 2033	0.280 %	\$31,582.07	\$1,078.42	\$0.00	\$0.00	\$0.00	\$738,717.19
	18	\$32,660.49	May 15, 2034	0.280 %	\$31,626.29	\$1,034.20	\$0.00	\$0.00	\$0.00	\$707,090.90
	19	\$32,660.49	Nov 15, 2034	0.280 %	\$31,670.56	\$989.93	\$0.00	\$0.00	\$0.00	\$675,420.34
	20	\$32,660.49	May 15, 2035	0.280 %	\$31,714.90	\$945.59	\$0.00	\$0.00	\$0.00	\$643,705.44
	21	\$32,660.49	Nov 15, 2035	0.280 %	\$31,759.30	\$901.19	\$0.00	\$0.00	\$0.00	\$611,946.14
	22	\$32,660.49	May 15, 2036	0.280 %	\$31,803.77	\$856.72	\$0.00	\$0.00	\$0.00	\$580,142.37
	23	\$32,660.49	Nov 15, 2036	0.280 %	\$31,848.29	\$812.20	\$0.00	\$0.00	\$0.00	\$548,294.08
	24	\$32,660.49	May 15, 2037	0.280 %	\$31,892.88	\$767.61	\$0.00	\$0.00	\$0.00	\$516,401.20
	25	\$32,660.49	Nov 15, 2037	0.280 %	\$31,937.53	\$722.96	\$0.00	\$0.00	\$0.00	\$484,463.67

# Florida State Revolving Fund Amortization Schedule Report

**Sponsor: Mary Esther  
Funding Number: DW-460211**

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
DW-460211	26	\$32,660.49	May 15, 2038	0.280 %	\$31,982.24	\$678.25	\$0.00	\$0.00	\$0.00	\$452,481.43
	27	\$32,660.49	Nov 15, 2038	0.280 %	\$32,027.02	\$633.47	\$0.00	\$0.00	\$0.00	\$420,454.41
	28	\$32,660.49	May 15, 2039	0.280 %	\$32,071.85	\$588.64	\$0.00	\$0.00	\$0.00	\$388,382.56
	29	\$32,660.49	Nov 15, 2039	0.280 %	\$32,116.75	\$543.74	\$0.00	\$0.00	\$0.00	\$356,265.81
	30	\$32,660.49	May 15, 2040	0.280 %	\$32,161.72	\$498.77	\$0.00	\$0.00	\$0.00	\$324,104.09
	31	\$32,660.49	Nov 15, 2040	0.280 %	\$32,206.74	\$453.75	\$0.00	\$0.00	\$0.00	\$291,897.35
	32	\$32,660.49	May 15, 2041	0.280 %	\$32,251.83	\$408.66	\$0.00	\$0.00	\$0.00	\$259,645.52
	33	\$32,660.49	Nov 15, 2041	0.280 %	\$32,296.99	\$363.50	\$0.00	\$0.00	\$0.00	\$227,348.53
	34	\$32,660.49	May 15, 2042	0.280 %	\$32,342.20	\$318.29	\$0.00	\$0.00	\$0.00	\$195,006.33
	35	\$32,660.49	Nov 15, 2042	0.280 %	\$32,387.48	\$273.01	\$0.00	\$0.00	\$0.00	\$162,618.85
	36	\$32,660.49	May 15, 2043	0.280 %	\$32,432.82	\$227.67	\$0.00	\$0.00	\$0.00	\$130,186.03
	37	\$32,660.49	Nov 15, 2043	0.280 %	\$32,478.23	\$182.26	\$0.00	\$0.00	\$0.00	\$97,707.80
	38	\$32,660.49	May 15, 2044	0.280 %	\$32,523.70	\$136.79	\$0.00	\$0.00	\$0.00	\$65,184.10
	39	\$32,660.49	Nov 15, 2044	0.280 %	\$32,569.23	\$91.26	\$0.00	\$0.00	\$0.00	\$32,614.87
40	\$32,660.53	May 15, 2045	0.280 %	\$32,614.87	\$45.66	\$0.00	\$0.00	\$0.00	\$0.00	
<b>DW-460211 Totals</b>					<b>\$1,244,855.36</b>	<b>\$36,735.57</b>	<b>\$0.00</b>	<b>\$24,794.00</b>	<b>\$34.71</b>	
DW-460211-2	1	\$18,455.67	Nov 15, 2025	0.280 %	\$3,402.24	\$984.76	\$0.00	\$14,049.00	\$19.67	\$699,997.57
	2	\$18,455.67	May 15, 2026	0.280 %	\$17,475.67	\$980.00	\$0.00	\$0.00	\$0.00	\$682,521.90
	3	\$18,455.67	Nov 15, 2026	0.280 %	\$17,500.14	\$955.53	\$0.00	\$0.00	\$0.00	\$665,021.76
	4	\$18,455.67	May 15, 2027	0.280 %	\$17,524.64	\$931.03	\$0.00	\$0.00	\$0.00	\$647,497.12
	5	\$18,455.67	Nov 15, 2027	0.280 %	\$17,549.17	\$906.50	\$0.00	\$0.00	\$0.00	\$629,947.95
	6	\$18,455.67	May 15, 2028	0.280 %	\$17,573.74	\$881.93	\$0.00	\$0.00	\$0.00	\$612,374.21
	7	\$18,455.67	Nov 15, 2028	0.280 %	\$17,598.35	\$857.32	\$0.00	\$0.00	\$0.00	\$594,775.86
	8	\$18,455.67	May 15, 2029	0.280 %	\$17,622.98	\$832.69	\$0.00	\$0.00	\$0.00	\$577,152.88
	9	\$18,455.67	Nov 15, 2029	0.280 %	\$17,647.66	\$808.01	\$0.00	\$0.00	\$0.00	\$559,505.22
	10	\$18,455.67	May 15, 2030	0.280 %	\$17,672.36	\$783.31	\$0.00	\$0.00	\$0.00	\$541,832.86

# Florida State Revolving Fund Amortization Schedule Report

**Sponsor: Mary Esther  
Funding Number: DW-460211**

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
DW-460211-2	11	\$18,455.67	Nov 15, 2030	0.280 %	\$17,697.10	\$758.57	\$0.00	\$0.00	\$0.00	\$524,135.76
	12	\$18,455.67	May 15, 2031	0.280 %	\$17,721.88	\$733.79	\$0.00	\$0.00	\$0.00	\$506,413.88
	13	\$18,455.67	Nov 15, 2031	0.280 %	\$17,746.69	\$708.98	\$0.00	\$0.00	\$0.00	\$488,667.19
	14	\$18,455.67	May 15, 2032	0.280 %	\$17,771.54	\$684.13	\$0.00	\$0.00	\$0.00	\$470,895.65
	15	\$18,455.67	Nov 15, 2032	0.280 %	\$17,796.42	\$659.25	\$0.00	\$0.00	\$0.00	\$453,099.23
	16	\$18,455.67	May 15, 2033	0.280 %	\$17,821.33	\$634.34	\$0.00	\$0.00	\$0.00	\$435,277.90
	17	\$18,455.67	Nov 15, 2033	0.280 %	\$17,846.28	\$609.39	\$0.00	\$0.00	\$0.00	\$417,431.62
	18	\$18,455.67	May 15, 2034	0.280 %	\$17,871.27	\$584.40	\$0.00	\$0.00	\$0.00	\$399,560.35
	19	\$18,455.67	Nov 15, 2034	0.280 %	\$17,896.29	\$559.38	\$0.00	\$0.00	\$0.00	\$381,664.06
	20	\$18,455.67	May 15, 2035	0.280 %	\$17,921.34	\$534.33	\$0.00	\$0.00	\$0.00	\$363,742.72
	21	\$18,455.67	Nov 15, 2035	0.280 %	\$17,946.43	\$509.24	\$0.00	\$0.00	\$0.00	\$345,796.29
	22	\$18,455.67	May 15, 2036	0.280 %	\$17,971.56	\$484.11	\$0.00	\$0.00	\$0.00	\$327,824.73
	23	\$18,455.67	Nov 15, 2036	0.280 %	\$17,996.72	\$458.95	\$0.00	\$0.00	\$0.00	\$309,828.01
	24	\$18,455.67	May 15, 2037	0.280 %	\$18,021.91	\$433.76	\$0.00	\$0.00	\$0.00	\$291,806.10
	25	\$18,455.67	Nov 15, 2037	0.280 %	\$18,047.14	\$408.53	\$0.00	\$0.00	\$0.00	\$273,758.96
	26	\$18,455.67	May 15, 2038	0.280 %	\$18,072.41	\$383.26	\$0.00	\$0.00	\$0.00	\$255,686.55
	27	\$18,455.67	Nov 15, 2038	0.280 %	\$18,097.71	\$357.96	\$0.00	\$0.00	\$0.00	\$237,588.84
	28	\$18,455.67	May 15, 2039	0.280 %	\$18,123.05	\$332.62	\$0.00	\$0.00	\$0.00	\$219,465.79
	29	\$18,455.67	Nov 15, 2039	0.280 %	\$18,148.42	\$307.25	\$0.00	\$0.00	\$0.00	\$201,317.37
	30	\$18,455.67	May 15, 2040	0.280 %	\$18,173.83	\$281.84	\$0.00	\$0.00	\$0.00	\$183,143.54
	31	\$18,455.67	Nov 15, 2040	0.280 %	\$18,199.27	\$256.40	\$0.00	\$0.00	\$0.00	\$164,944.27
	32	\$18,455.67	May 15, 2041	0.280 %	\$18,224.75	\$230.92	\$0.00	\$0.00	\$0.00	\$146,719.52
	33	\$18,455.67	Nov 15, 2041	0.280 %	\$18,250.26	\$205.41	\$0.00	\$0.00	\$0.00	\$128,469.26
	34	\$18,455.67	May 15, 2042	0.280 %	\$18,275.81	\$179.86	\$0.00	\$0.00	\$0.00	\$110,193.45
	35	\$18,455.67	Nov 15, 2042	0.280 %	\$18,301.40	\$154.27	\$0.00	\$0.00	\$0.00	\$91,892.05
	36	\$18,455.67	May 15, 2043	0.280 %	\$18,327.02	\$128.65	\$0.00	\$0.00	\$0.00	\$73,565.03

# Florida State Revolving Fund Amortization Schedule Report

**Sponsor: Mary Esther**  
**Funding Number: DW-460211**

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
DW-460211-2	37	\$18,455.67	Nov 15, 2043	0.280 %	\$18,352.68	\$102.99	\$0.00	\$0.00	\$0.00	\$55,212.35
	38	\$18,455.67	May 15, 2044	0.280 %	\$18,378.37	\$77.30	\$0.00	\$0.00	\$0.00	\$36,833.98
	39	\$18,455.67	Nov 15, 2044	0.280 %	\$18,404.10	\$51.57	\$0.00	\$0.00	\$0.00	\$18,429.88
	40	\$18,455.68	May 15, 2045	0.280 %	\$18,429.88	\$25.80	\$0.00	\$0.00	\$0.00	\$0.00
<b>DW-460211-2 Totals</b>					<b>\$703,399.81</b>	<b>\$20,758.33</b>	<b>\$0.00</b>	<b>\$14,049.00</b>	<b>\$19.67</b>	

Combined									
Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay	
11/15/2025	1	\$51,116.16	\$9,491.22	\$2,727.56	\$0.00	\$38,843.00	\$54.38	\$1,938,763.95	
5/15/2026	2	\$51,116.16	\$48,401.89	\$2,714.27	\$0.00	\$0.00	\$0.00	\$1,890,362.06	
11/15/2026	3	\$51,116.16	\$48,469.65	\$2,646.51	\$0.00	\$0.00	\$0.00	\$1,841,892.41	
5/15/2027	4	\$51,116.16	\$48,537.51	\$2,578.65	\$0.00	\$0.00	\$0.00	\$1,793,354.90	
11/15/2027	5	\$51,116.16	\$48,605.46	\$2,510.70	\$0.00	\$0.00	\$0.00	\$1,744,749.44	
5/15/2028	6	\$51,116.16	\$48,673.51	\$2,442.65	\$0.00	\$0.00	\$0.00	\$1,696,075.93	
11/15/2028	7	\$51,116.16	\$48,741.66	\$2,374.50	\$0.00	\$0.00	\$0.00	\$1,647,334.27	
5/15/2029	8	\$51,116.16	\$48,809.89	\$2,306.27	\$0.00	\$0.00	\$0.00	\$1,598,524.38	
11/15/2029	9	\$51,116.16	\$48,878.23	\$2,237.93	\$0.00	\$0.00	\$0.00	\$1,549,646.15	
5/15/2030	10	\$51,116.16	\$48,946.65	\$2,169.51	\$0.00	\$0.00	\$0.00	\$1,500,699.50	
11/15/2030	11	\$51,116.16	\$49,015.18	\$2,100.98	\$0.00	\$0.00	\$0.00	\$1,451,684.32	
5/15/2031	12	\$51,116.16	\$49,083.80	\$2,032.36	\$0.00	\$0.00	\$0.00	\$1,402,600.52	
11/15/2031	13	\$51,116.16	\$49,152.52	\$1,963.64	\$0.00	\$0.00	\$0.00	\$1,353,448.00	

# Florida State Revolving Fund Amortization Schedule Report

**Sponsor: Mary Esther  
Funding Number: DW-460211**

Combined								
Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
5/15/2032	14	\$51,116.16	\$49,221.34	\$1,894.82	\$0.00	\$0.00	\$0.00	\$1,304,226.66
11/15/2032	15	\$51,116.16	\$49,290.25	\$1,825.91	\$0.00	\$0.00	\$0.00	\$1,254,936.41
5/15/2033	16	\$51,116.16	\$49,359.25	\$1,756.91	\$0.00	\$0.00	\$0.00	\$1,205,577.16
11/15/2033	17	\$51,116.16	\$49,428.35	\$1,687.81	\$0.00	\$0.00	\$0.00	\$1,156,148.81
5/15/2034	18	\$51,116.16	\$49,497.56	\$1,618.60	\$0.00	\$0.00	\$0.00	\$1,106,651.25
11/15/2034	19	\$51,116.16	\$49,566.85	\$1,549.31	\$0.00	\$0.00	\$0.00	\$1,057,084.40
5/15/2035	20	\$51,116.16	\$49,636.24	\$1,479.92	\$0.00	\$0.00	\$0.00	\$1,007,448.16
11/15/2035	21	\$51,116.16	\$49,705.73	\$1,410.43	\$0.00	\$0.00	\$0.00	\$957,742.43
5/15/2036	22	\$51,116.16	\$49,775.33	\$1,340.83	\$0.00	\$0.00	\$0.00	\$907,967.10
11/15/2036	23	\$51,116.16	\$49,845.01	\$1,271.15	\$0.00	\$0.00	\$0.00	\$858,122.09
5/15/2037	24	\$51,116.16	\$49,914.79	\$1,201.37	\$0.00	\$0.00	\$0.00	\$808,207.30
11/15/2037	25	\$51,116.16	\$49,984.67	\$1,131.49	\$0.00	\$0.00	\$0.00	\$758,222.63
5/15/2038	26	\$51,116.16	\$50,054.65	\$1,061.51	\$0.00	\$0.00	\$0.00	\$708,167.98
11/15/2038	27	\$51,116.16	\$50,124.73	\$991.43	\$0.00	\$0.00	\$0.00	\$658,043.25
5/15/2039	28	\$51,116.16	\$50,194.90	\$921.26	\$0.00	\$0.00	\$0.00	\$607,848.35
11/15/2039	29	\$51,116.16	\$50,265.17	\$850.99	\$0.00	\$0.00	\$0.00	\$557,583.18
5/15/2040	30	\$51,116.16	\$50,335.55	\$780.61	\$0.00	\$0.00	\$0.00	\$507,247.63
11/15/2040	31	\$51,116.16	\$50,406.01	\$710.15	\$0.00	\$0.00	\$0.00	\$456,841.62

**Florida State Revolving Fund  
Amortization Schedule Report**

**Sponsor: Mary Esther  
Funding Number: DW-460211**

<b>Combined</b>								
<b>Date</b>	<b>Payment #</b>	<b>Payment</b>	<b>Principal</b>	<b>Interest</b>	<b>GAA Fees</b>	<b>Service Fee</b>	<b>SF Int</b>	<b>Left To Pay</b>
5/15/2041	32	\$51,116.16	\$50,476.58	\$639.58	\$0.00	\$0.00	\$0.00	\$406,365.04
11/15/2041	33	\$51,116.16	\$50,547.25	\$568.91	\$0.00	\$0.00	\$0.00	\$355,817.79
5/15/2042	34	\$51,116.16	\$50,618.01	\$498.15	\$0.00	\$0.00	\$0.00	\$305,199.78
11/15/2042	35	\$51,116.16	\$50,688.88	\$427.28	\$0.00	\$0.00	\$0.00	\$254,510.90
5/15/2043	36	\$51,116.16	\$50,759.84	\$356.32	\$0.00	\$0.00	\$0.00	\$203,751.06
11/15/2043	37	\$51,116.16	\$50,830.91	\$285.25	\$0.00	\$0.00	\$0.00	\$152,920.15
5/15/2044	38	\$51,116.16	\$50,902.07	\$214.09	\$0.00	\$0.00	\$0.00	\$102,018.08
11/15/2044	39	\$51,116.16	\$50,973.33	\$142.83	\$0.00	\$0.00	\$0.00	\$51,044.75
5/15/2045	40	\$51,116.21	\$51,044.75	\$71.46	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>		<b>\$2,044,646.45</b>	<b>\$1,948,255.17</b>	<b>\$57,493.90</b>	<b>\$0.00</b>	<b>\$38,843.00</b>	<b>\$54.38</b>	

# AGENDA ITEM

Agenda Item 11.9.

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

**FROM:** Jared Cobb, City Manager

**DATE:** October 6, 2025

**SUBJECT:** Resolution 25-17: Approval of Florida DEP Standard Grant Agreement No. L0259 - Mary Esther - Okaloosa County Wastewater Connection

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## **BACKGROUND:**

The City of Mary Esther has received a \$1,000,000 grant from the Florida DEP to support the design and permitting of a new sewer force main and pump stations. This project will connect the City's wastewater system to Okaloosa County's Arbennie Pritchett Water Reclamation Facility, allowing for the decommissioning of the City's aging wastewater treatment facility. The project is also being designed to accommodate a potential future connection from Hurlburt Field. We anticipate a decision from Hurlburt Field regarding their partnership in December 2025.

## **DISCUSSION:**

- The DEP grant agreement provides \$1,000,000 in state funding on a cost-reimbursement basis for preconstruction activities (design, permitting, surveys, and related work). No local match is required.
- The agreement term is July 1, 2025, through June 30, 2028.
- Funds are limited to design and permitting; no equipment or land acquisition is allowed.
- Staff will submit required progress reports.
- The City will procure design services and manage the project in accordance with the grant work plan.

## **FINANCIAL IMPACT:**

The City will receive up to \$1,000,000 in state grant funds for design and permitting. No local match is required. All costs are reimbursed upon approval by DEP.

The total cost of engineering is approximately \$2.6-3.0 M. A second grant application is being prepared to cover an additional \$1,000,000 through the DOD Office of Local Defense Community Cooperation (OLDCC). Any remaining funds would need to be covered by the city and our project partners.

**RECOMMENDATION:**

Motion to adopt Resolution 25-17, approving Florida DEP Standard Grant Agreement No. L0259 for the Mary Esther–Okaloosa County Wastewater Connection project, accept \$1,000,000 in state grant funding, authorize the Mayor to execute the agreement, and authorize the City Manager or designee to submit all required reports and related documents.

**ATTACHMENT(S):**

1. Resolution 25-17
2. Exhibit A - Florida DEP Standard Grant Agreement No. L0259

**RESOLUTION NO. 25-17**

**A RESOLUTION OF THE CITY OF MARY ESTHER, FLORIDA, AUTHORIZING THE CITY TO ENTER A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE MARY ESTHER - OKALOOSA COUNTY WASTEWATER CONNECTION PROJECT, AGREEMENT NO. L0259 IN THE AMOUNT OF \$1,000,000.**

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

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain contract with the Florida Department of Environmental Protection, for the Mary Esther - Okaloosa County Wastewater Connection Project, Grant Agreement No. L0259 in the amount of \$1,000,000 in substantially the form attached as **Exhibit A** and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 6<sup>th</sup> day of October 2025.

**CITY OF MARY ESTHER**

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

**ATTEST:**

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

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

**Mary Esther - Okaloosa County Wastewater Connection** **L0259**

2. Parties **State of Florida Department of Environmental Protection,**  
**3900 Commonwealth Boulevard**  
**Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Mary Esther** Entity Type: **Local Government**

Grantee Address: **195 Christobal Rd. N, Mary Esther, FL 32569** FEID: **59-6032418**

(Grantee)

3. Agreement Begin Date: **July 1, 2025** Date of Expiration: **June 30, 2028**

4. Project Number: Project Location(s): **Lat/Long: (30.4118, -86.6642)**  
*(If different from Agreement Number)*

Project Description: **The Grantee will complete preconstruction activities for the installation of approximately 7.5 miles of sewer force main and associated pump stations to connect to the Okaloosa County Wastewater Treatment Facility.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
<b>\$ 1,000,000.00</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>LP, GAA LI 1555, FY 25-26, WPSPTF</b>	<b>\$ 1,000,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			<b>\$ 1,000,000.00</b>

<p>6. Department's Grant Manager Name: <b>Ethan Richardson</b> <span style="float: right;">or successor</span></p> <p>Address: <b>Florida Dept. of Environmental Protection</b> <b>3900 Commonwealth Blvd., MS 3602</b> <b>Tallahassee, FL 32399-3000</b></p> <p>Phone: <b>850-245-3189</b></p> <p>Email: <b>Ethan.Richardson@FloridaDEP.gov</b></p>	<p>Grantee's Grant Manager Name: <b>Jared Cobb</b> <span style="float: right;">or successor</span></p> <p>Address: <b>City of Mary Esther</b> <b>195 Christobal Rd. N</b> <b>Mary Esther, FL 32569</b></p> <p>Phone: <b>850-243-3566 EXT.114</b></p> <p>Email: <b>jcobb@cityofmaryesther.com</b></p>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**City of Mary Esther** **GRANTEE**

Grantee Name

By \_\_\_\_\_ Date Signed \_\_\_\_\_  
*(Authorized Signature)*

**Chris Stein, Mayor**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection** **DEPARTMENT**

By \_\_\_\_\_ Date Signed \_\_\_\_\_  
 Secretary or Designee

**Angela Knecht, Director, Division of Water Restoration Assistance**

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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DWRA Additional Signatures

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Ethan Richardson, DEP Grant Manager

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Katie Verdesca, DEP QC Reviewer

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement;
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
  - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
  - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
  - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
  - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
  - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

**Attachment 1**

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

#### **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to 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) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

## **12. Insurance.**

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

## **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

#### **20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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 section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
  - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
  - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
  - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
  - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
  - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
  - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

## **26. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

## **27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

## **28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## **29. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting/Subawards.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors/Subrecipients and Agents.**

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Disclosure of Gifts from Foreign Sources.**

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

**41. Food Commodities.**

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

**42. Anti-human Trafficking.**

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

**43. Iron and Steel for Public Works Projects.**

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

**44. Complete and Accurate information.**

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

**45. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**Attachment 1**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. L0259**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Mary Esther - Okaloosa County Wastewater Connection. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual/Subaward (Subcontractors/Subrecipients)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

## 9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

## 10. Retainage.

No retainage is required under this Agreement.

## 11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

## 12. State-owned Land.

The work will not be performed on State-owned land.

## 13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@floridaDEP.gov](mailto:legislativeaffairs@floridaDEP.gov).

## 14. Common Carrier.

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a

common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

**16. Additional Terms.**

None.

**ATTACHMENT 3  
GRANT WORK PLAN**

**PROJECT TITLE:** Mary Esther - Okaloosa County Wastewater Connection

**PROJECT LOCATION:** The Project will be located in the City of Mary Esther within Okaloosa County; Lat/Long (30.4118, -86.6642).

**PROJECT BACKGROUND:** The City of Mary Esther (Grantee) operates an aging wastewater treatment facility (WTF). This project will construct new sewer force mains to connect the city’s WTF to Okaloosa County's Arbennie Pritchett Water Reclamation Facility, allowing for the decommission of the city’s older WTF. The system is also being designed to accommodate a potential future connection from neighboring Hurlburt Field. The new connection will help mitigate potential sewer overflows and establish a reliable, long-term wastewater management solution for the city.

**PROJECT DESCRIPTION:** The Grantee will complete preconstruction activities for the installation of approximately 7.5 miles of sewer force main and associated pump stations to connect to the Okaloosa County WTF.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

**Task 1: Preconstruction Activities**

**Deliverables:** The Grantee will complete the design of approximately 7.5 miles of sewer force main and associated pump stations and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

**Documentation:** The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department’s Grant Manager. Upon request by the Department’s Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task.

**Performance Standard:** The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$1,000,000	07/01/2025	12/31/2027
Total:			\$1,000,000		

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

## Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
<b>Program A</b>				\$	
<b>Program B</b>				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
<b>Federal Program A</b>					
<b>Federal Program B</b>					

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>					
State Program	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
<b>Original Agreement</b>	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	149950
<b>State Program B</b>	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

<b>Total Award</b>	<b>\$1,000,000</b>
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.  
<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

# AGENDA ITEM

Agenda Item 11.10.

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

**FROM:** Jared Cobb, City Manager

**DATE:** October 6, 2025

**SUBJECT:** Resolution 25-18: FY 2026 Law Enforcement Services Agreement

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**BACKGROUND:**

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

**DISCUSSION:**

The proposed OCSO Law Enforcement Service Agreement for FY 2026 is attached. The level of service remains unchanged with two (2) full-time patrol officers and one (1) school crossing guard.

**FINANCIAL IMPACT:**

The agreement includes a 7.3% increase, from \$299,129.00 to \$321,061 annually. This contract amount was included in the recently adopted FY 2026 Budget.

**RECOMMENDATION:**

Motion to adopt Resolution 25-18, approving the FY 2026 Law Enforcement Service Agreement with the Okaloosa County Sheriff's Office for an amount not to exceed \$321,061.

**ATTACHMENT(S):**

1. Resolution 25-18
2. Exhibit A - FY 2026 Law Enforcement Agreement

**RESOLUTION NO. 25-18**

**A RESOLUTION OF THE CITY OF MARY ESTHER, FLORIDA,  
AUTHORIZING THE CITY TO ENTER INTO A CONTRACT  
WITH THE OKALOOSA COUNTY SHERIFF'S OFFICE FOR LAW  
ENFORCEMENT SERVICES IN THE AMOUNT OF \$321,061**

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

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain contract with the Okaloosa County Sheriff's Office for the law enforcement services in the amount of \$321,061 in substantially the form attached as **Exhibit A** and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 6<sup>th</sup> day of October 2025.

**CITY OF MARY ESTHER**

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

**ATTEST:**

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

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

THIS AGREEMENT made and entered into on this October 1, 2025, between the OKALOOSA COUNTY SHERIFF'S OFFICE of Okaloosa County, Florida, hereinafter referred to as the SHERIFF, and the CITY OF MARY ESTHER, Florida, a municipality located in OKALOOSA COUNTY, Florida, hereinafter referred to as the CITY.

WITNESSETH:

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

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

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

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

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

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

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

**ARTICLE I**

**LAW ENFORCEMENT SERVICE**

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

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

- a. Two (2) full time patrol SHERIFF'S deputies (FTEs), each to work a minimum of forty (40) hours per week, from October 1, 2025, through September 30, 2026, as agreed upon by an authorized representative of the CITY and the SHERIFF. These deputies will patrol within the Mary Esther City limits and shall be assigned to their normal schedule other than for leave and training requirements. In recognition of the SHERIFF's commitment, SHERIFF will continue to provide the School Crossing Guard (SCG) at no charge to the City of Mary Esther. Deputy Sheriff positions will not be backfilled in the event the deputy is on leave or in training. After assigned normal hours, or in the event previously described for leave and training, a deputy sheriff shall still respond to calls for service within the city limits of Mary Esther, whether or not the contract deputy is working.
- b. One (1) School Crossing Guard (SCG) to work four hours per day, one hundred eighty days per year, as agreed upon by an authorized representative of the CITY and the SHERIFF. The cost of the SCG shall be funded by the SHERIFF.
- c. Additional law enforcement services requiring a SHERIFF'S deputy when requested by an authorized representative of the CITY, and providing exclusive services to the CITY, shall be coordinated through ROLLKALL TECHNOLOGIES, LLC. which provide secondary employment management services for the Sheriff.

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

## **ARTICLE II**

### **CONSIDERATION**

The CITY shall pay to the SHERIFF, in consideration of the services and responsibilities to be performed for the term hereof, the sum of \$321,061.00 for service, to be paid in 12 monthly installments of \$26,755.09.

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

## **ARTICLE III**

### **EMPLOYMENT RESPONSIBILITY**

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

## **ARTICLE IV**

### **RIGHT OF CONTROL**

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

## **ARTICLE V**

### **AUTHORITY TO ACT**

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

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

## ARTICLE VI

### DESIGNATION OF COLOR OF PERSONNEL UNIFORM AND PATROL CAR

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

## ARTICLE VII

### LIAISON

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

## ARTICLE VIII

### INSURANCE

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

## ARTICLE IX

### TERM

This service agreement shall take effect on October 1, 2025, and shall continue through September 30, 2026, unless otherwise amended, extended or terminated in accordance with the terms hereof.

## **ARTICLE X**

### **OPTION TO RENEW**

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

## **ARTICLE XI**

### **RIGHT OF CANCELLATION AND TERMINATION**

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

## **ARTICLE XII**

### **AUTHORITY TO EXECUTE**

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

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

## **ARTICLE XIII**

### **RELATIONSHIP OF PARTIES**

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

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

#### **ARTICLE XIV**

##### **NON-ASSIGNABILITY**

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

#### **ARTICLE XV**

##### **INDEMNIFICATION**

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

#### **ARTICLE XVI**

##### **ENTIRE AGREEMENT**

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

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IN WITNESS WHEREOF, the parties to this Agreement have caused their respective agents to execute this instrument on their behalf, at the dates and times set forth below, to be effective October 1, 2025.

CITY OF MARY ESTHER, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Chris Stein, Mayor

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

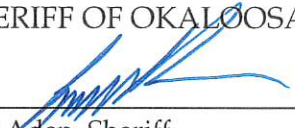
DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

SHERIFF OF OKALOOSA COUNTY

ATTEST:

  
\_\_\_\_\_  
Eric Aden, Sheriff  
Okaloosa County, Florida

\_\_\_\_\_

DATE: 9/16/25

FY 2026 Law Enforcement Budget, Mary Esther  
April 29, 2025

	FY 2025 Approved FTE = 2	FY 2026 Estimated FTE = 2
<b>Personnel Expenses</b>		
Regular Payroll	\$ 120,234	\$ 132,495
Social Security	9,198	10,136
Retirement	39,425	46,625
Workers Compensation	6,012	6,625
Insurance	36,022	33,886
<b>Total Personnel</b>	<b>\$ 210,890</b>	<b>\$ 229,766</b>
<b>Operational Expenses</b>		
Professional Liability	\$ 2,209	\$ 2,209
Automobile Liability	1,840	2,116
Automobile Collision	1,141	1,321
Auto Repair and Maintenance	1,300	1,300
Tires	1,080	1,080
Fuel	12,057	11,162
Uniforms & Duty Gear	4,133	4,242
Software Licenses	1,060	1,140
MIFI & Cell Service	1,800	1,800
Cameras	4,894	4,894
Portable Radios	1,380	1,380
Support Allocation	28,720	28,720
<b>Total Operational</b>	<b>\$ 61,614</b>	<b>\$ 61,363</b>
<b>Capital Expense</b>		
Capital Replacement	\$ 26,625	\$ 29,932
<b>Total Capital</b>	<b>\$ 26,625</b>	<b>\$ 29,932</b>
<b>TOTAL CONTRACT</b>	<b>\$ 299,129</b>	<b>\$ 321,061</b>

# AGENDA ITEM

Agenda Item 11.11.

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

**FROM:** Jared Cobb, City Manager

**DATE:** October 6, 2025

**SUBJECT:** Consideration of Scope for Law Enforcement Study

---

## **BACKGROUND:**

The City Council previously requested a comprehensive review of the law enforcement services provided under the enhanced contract with the Okaloosa County Sheriff's Office (OCSO). The purpose of this review is to help Council and the public understand what additional services and value the City receives through the contract, compared to the basic law enforcement coverage provided by OCSO without a contract. This information will support future decisions regarding whether to maintain, expand, reduce, or modify the contracted services.

## **DISCUSSION:**

Staff has prepared a draft scope of issues for the proposed Law Enforcement Services Study. Council is being asked to review this scope, provide feedback and any desired revisions, and vote to approve a final scope for the study. The approved scope will guide staff in preparing a report that informs the Council and the public about the benefits, costs, and alternatives associated with the enhanced law enforcement contract.

### Scope of Issues (Summary)

- Crime Rates & Trends
- Service Comparison
- Traffic Enforcement & Community Impact
- Cost & Value
- Accountability & Reporting
- Alternatives

## **FINANCIAL IMPACT:**

No immediate budget impact from approving the scope. Staff time will be used to assemble and analyze data.

## **RECOMMENDATION:**

Review the attached "Law Enforcement Services Study – Scope of Issues," provide feedback and any desired revisions, and vote to approve the final scope for the study.

**ATTACHMENT(S):**

1. Law Enforcement Services Study - Scope of Issues

# Law Enforcement Services Study – Scope of Issues

---

## **Purpose**

To help the City Council and public understand what Mary Esther receives for the additional contract with the Okaloosa County Sheriff's Office (OCSO), compared to the basic service provided without a contract.

### **1. Crime Rates & Trends**

- Review available crime data and trends in Mary Esther to determine if the city faces a significant crime problem.
- Identify any specific crime issues or hotspots that may justify enhanced law enforcement services.

### **2. Service Comparison**

- Identify services provided under the contract that go beyond basic OCSO coverage.
- Describe staffing levels, patrol hours, and response times under the contract.
- Define Priority 1 calls and explain the protocol for responding to them.
- Explain the protocol for issuing warnings versus citations.
- Show how many Priority 1 calls are handled by contract deputies versus non-contract deputies.
- Identify where most warnings and citations are issued (e.g., Highway 98), and whether they occur during the day or night.

### **3. Traffic Enforcement & Community Impact**

- Provide traffic citation and warning demographics (locals vs. tourists) for a selected 60-day window.
- Analyze patterns in enforcement by time of day (day/night).
- Highlight any specific programs or initiatives (school zone patrols, community policing, outreach) that are provided under the contract.

### **4. Cost & Value**

- State the annual cost of the contract and summarize historical changes.
- Assess the value delivered for residents, including safety, service quality, and responsiveness.

### **5. Accountability & Reporting**

- List the data and reports the City receives under the contract (monthly, quarterly, annual).

- Describe the performance metrics tracked and how feedback from residents and Council is incorporated.
- Outline the process for accountability and complaint resolution.

## **6. Alternatives**

- Summarize what would change if the City did not have a contract and received only basic OCSO service.
- Describe the process for backup or mutual aid from non-contract OCSO units.
- Identify any other options for law enforcement service delivery.

# AGENDA ITEM

Agenda Item 11.12.

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

**FROM:** Jared Cobb, City Manager

**DATE:** October 6, 2025

**SUBJECT:** Consideration of Audio-Visual Proposal from Sweetwater Integration

---

## **BACKGROUND:**

To support live and recorded public meetings in the new City Hall Council Chambers, staff solicited quotes for a turnkey audiovisual (AV) solution. The scope includes integrated video capture, camera control, audio processing, display routing, system control, streaming/recording output, and overflow AV for the Lobby and Conference Room. The solicitation was sent to three qualified providers: AllPro, AVX Inc, and Technical Services Group. Sweetwater Integration, the commercial subsidiary of AllPro, was the only provider to submit a proposal. The procurement follows the City's Purchasing Policy for purchases under \$50,000 and was structured as a best-value selection process.

## **DISCUSSION:**

Staff recommends approval of the proposal from Sweetwater Integration. The Sweetwater package provides a comprehensive AV system tailored to the City's needs, including:

- Installation of new and owner-furnished audio and video equipment for the Council Chambers, Lobby, and Conference Room.
- Integration of existing microphones, speakers, and DSP with new displays, PTZ cameras, and control systems.
- Professional commissioning, programming, operator training, and a 90-day labor guarantee, plus a two-year equipment warranty.
- Ongoing service and support options.

The proposal includes a detailed scope of work, equipment list, and financial summary. The total project cost is \$41,343.35. Staff recommends an additional \$3,000 contingency to cover potential replacement of existing equipment, such as microphones, if needed during installation.

## **FINANCIAL IMPACT:**

- Total Project Cost: \$41,343.35
- Contingency: \$3,000 (for replacement of existing equipment, if needed)
- Total Authorization Requested: \$44,343.35

- Funding is available within the approved City Hall capital improvement budget.

**RECOMMENDATION:**

Staff recommends approval of the Sweetwater Integration proposal for the City Hall Council Chambers audiovisual system, as detailed in Exhibit A, with an additional \$3,000 contingency for equipment replacement if needed.

**ATTACHMENT(S):**

1. Exhibit A: Sweetwater Integration Proposal
2. Proposal Specifications
3. Proposal Request - All Pro (Sweetwater)
4. Proposal Request - Technical Services Group
5. Proposal Request - AVX Inc



## **SYSTEM DESIGN PACKAGE**

PREPARED BY Izzy Thor

EXCLUSIVELY FOR

**Jared Cobb**

302 Mary Esther Blvd, Mary Esther, FL 32569

## Thanks for allowing us to help with your project!

Sweetwater is more than just a retailer; we are a dedicated partner in bringing your audio, video, and lighting (AVL) vision to life. Since our humble beginnings in 1979 as a mobile recording studio in a VW bus, our company's core philosophy has remained the same: "Do the right thing" for our customers, our employees, and our community.

This commitment to uncommon service and unparalleled expertise has made us a leader in the industry, and it's the foundation of our professional design and installation services.

## Your Path to a Seamless System: Our Integrated Approach

Designing, building, and installing a new AVL system can be complex, but Sweetwater's team of experts makes it simple! We combine our deep industry knowledge with a customer-centric approach to deliver a solution that is perfectly tailored to your needs.

- **Custom Solutions:** We partner with you from day one to understand your goals and design a custom AVL system that fits your space, purpose, and budget
- **Access to Top Brands:** As a leading music and pro audio retailer, we offer an unmatched selection of gear from the world's most respected brands. Our expertise ensures you get the right components for your project.
- **Expert Design & Installation:** Our certified team of designers and installers ensures your system is planned and integrated to the highest industry standards, providing reliable performance and a professional finish.
- **The Sweetwater Difference:** Our commitment to "doing the right thing" means we're with you every step of the way, providing personalized support, a dedicated Sales Engineer, and flexible financing options to ensure your project's success.

By choosing Sweetwater, you get more than just a system; you get a partner who is passionate about music and technology, dedicated to your success, and committed to building a lasting relationship with you. We're looking forward to helping out!

BILL TO		JOB LOCATION	
<b>Company:</b> City of Mary Esther		<b>Company:</b> City of Mary Esther	<b>Date:</b> 2024-07-25
<b>Address:</b> 195 Christobal Road N. Mary Esther, FL 32569		<b>Address:</b> 195 Christobal Road N. Mary Esther, FL 32569	<b>Sales Rep:</b> Izabella Thor
<b>Contact:</b> Jared Cobb		<b>Contact:</b>	<b>Phone:</b>
<b>Phone:</b> (850) 583 5937		<b>Phone:</b> (850) 583 5937	

TITLE
City of Mary Esther- New Building System- Equipment Only

**SCOPE OF WORK**

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
<b>CHAMBERS</b>					
<b>AUDIO</b>					
FAP63TC-W	ATLAS	ATLAS 6.5" SHALLOW MOUNT COAXIAL IN-CEILING SPEAKER W/ TRANSFORMER ((WHITE))	2.00	\$141.14	\$282.28
AT808G		OWNER FURNISHED AT808G	9.00	\$0.00	\$0.00
AT8646QM	AUDIO TECHNICA	ATECH SHOCK-MOUNT PLATE FOR LECTERNS, XLR F CONNECTOR	9.00	\$47.50	\$427.50
<b>AUDIO Total:</b>					\$709.78
<b>VIDEO</b>					
QN85Q60DAFXZA	SAMSUNG	Samsung 85" QLED 4K QHDR, 3840x2160, 60Hz, WiFi, Bixby - Black	2.00	\$2,462.90	\$4,925.80
SF680	PEERLESS-AV	PEERLESS UNIVERSAL FLAT WALL MOUNT FOR 60" TO 95", (BLACK)	4.00	\$208.46	\$833.84
UN75DU7200FXZA	SAMSUNG	75" LED 4K Crystal UHD HDR, 3840x2160, 60Hz, WiFi, Bixby - Titan Gray	1.00	\$856.00	\$856.00
UN75DU7200FXZA	SAMSUNG	75" LED 4K Crystal UHD HDR, 3840x2160, 60Hz, WiFi, Bixby - Titan Gray	1.00	\$856.00	\$856.00
HD-RX-101-C-E		OWNER FURNISHED HD-RX-101-C-E	1.00	\$0.00	\$0.00
ALF-30X-SDIW	ALFATRON	ALFATRON PTZ CAMERA w/ 30x OPTIACAL ZOOM LENS, SDI, HDMI OUTPUTS (WHITE)	2.00	\$1,420.00	\$2,840.00
<b>VIDEO Total:</b>					\$10,311.64
<b>CHAMBERS Total:</b>					\$11,021.42
<b>CONFERENCE ROOM</b>					
<b>AUDIO</b>					
AC-C6T		OWNER FURNISHED AC-C6T	2.00	\$0.00	\$0.00
<b>AUDIO Total:</b>					\$0.00
<b>CONTROL</b>					
		OWNER FURNISHED TC8	1.00	\$0.00	\$0.00
<b>CONTROL Total:</b>					\$0.00
<b>VIDEO</b>					
HD-RX-101-C-E		OWNER FURNISHED HD-RX-101-C-E	1.00	\$0.00	\$0.00
UN75DU7200FXZA	SAMSUNG	75" LED 4K Crystal UHD HDR, 3840x2160, 60Hz, WiFi, Bixby - Titan Gray	1.00	\$867.57	\$867.57
SF680	PEERLESS-AV	PEERLESS UNIVERSAL FLAT WALL MOUNT FOR 60" TO 95", (BLACK)	1.00	\$225.36	\$225.36
		OWNER FURNISHED EAGLE EYE DIRECTOR AND CAMERA	1.00	\$0.00	\$0.00
<b>VIDEO Total:</b>					\$1,092.93
<b>CONFERENCE ROOM Total:</b>					\$1,092.93
<b>LOBBY</b>					

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
<b>AUDIO</b>					
AC-C6T		OWNER FURNISHED AC-C6T	2.00	\$0.00	\$0.00
<b>AUDIO Total:</b>					\$0.00
<b>LOBBY Total:</b>					\$0.00
<b>OFF RACK</b>					
<b>AUDIO</b>					
AZA404	ATLAS	ATLAS 400-WATT NETWORKABLE 4-CH POWER AMPLIFIER	1.00	\$1,261.38	\$1,261.38
		OWNER FURNISHED MPA-601	1.00	\$0.00	\$0.00
<b>AUDIO Total:</b>					\$1,261.38
<b>CONTROL</b>					
TPE-TG161H	TRENDNET	TRENDNET 16 PORT GIGABIT POE SWITCH, FANLESS, RACK MOUNTABLE, 1RU	1.00	\$249.99	\$249.99
<b>CONTROL Total:</b>					\$249.99
<b>VIDEO</b>					
TESIRA FORTE AVB CI		OWNER FURNISHED TESIRA FORTE AVB CI	1.00	\$0.00	\$0.00
UC-CX100-T	CRESTRON	CRESTRON FLEX ADV VID CONFERENCE SYS INTEGRATOR KIT W/ASUS MINIPC FOR MICROSOFT TEAMS ROOMS	1.00	\$5,641.54	\$5,641.54
AC-MX-44	AV PRO EDGE	18Gbps HDMI 4x4 Matrix w/ Dual Audio Deembedding/Matrix with built in scalers and audio delay (Full HDR, 4K60 4:4:4)	1.00	\$1,717.19	\$1,717.19
AC-EX70-UHD-KIT	AV PRO EDGE	AV PRO HDBASET CAT6 EXTENDER KIT 10.2G 40M 4K 70M HD SLIM EXTENDER W/-PASS BI-DIRECTIONAL POWER	4.00	\$412.00	\$1,648.00
HD-TX-101-C-E		OWNER FURNISHED HD-TX-101-C-E	1.00	\$0.00	\$0.00
SDI2USB3-SG	Inogeni	NCNR SDI2USB3 INOGENI Converter	2.00	\$608.21	\$1,216.42
HD-TX-101-C-E		OWNER FURNISHED HD-TX-101-C-E	1.00	\$0.00	\$0.00
		OWNER FURNISHED COMPUTER	1.00	\$0.00	\$0.00
		OWNER FURNISHED RC7-PD2	1.00	\$0.00	\$0.00
		OWNER FURNISHED G7500	1.00	\$0.00	\$0.00
<b>VIDEO Total:</b>					\$10,223.15
<b>OFF RACK Total:</b>					\$11,734.52
<b>No Grouping</b>					
<b>No Grouping</b>					
700111	Sennheiser	Sennheiser TeamConnect Bar M Audio/Video Conferencing Device	1.00	\$1,848.05	\$1,848.05
		Freight	1.00	\$723.35	\$723.35
<b>No Grouping Total:</b>					\$2,571.40
<b>No Grouping Total:</b>					\$2,571.40
<b>Installation Services</b>					
<b>Installation Services Total:</b>					
				<b>Subtotal:</b>	\$26,420.27
				<b>Tax:</b>	\$0.00
				<b>Total:</b>	\$26,420.27



AP Sound, LLC  
dba Sweetwater Integration  
dba All Pro Integrated Systems  
806 Beverly Parkway  
Pensacola, FL 32505  
Phone:(850)432-5780

**QUOTE**  
**27449**

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: \_\_\_\_\_ (Print Name)      SIGNATURE: \_\_\_\_\_      DATE: \_\_\_\_\_

### DESCRIPTION OF PROJECT

#### CHAMBERS SYSTEM:

- Sands TECH AV will install (2) Atlas speakers in the wood ceiling of the new Chambers. These two speakers will be placed over the Dais.

- Wire to the existing Extron MPA speaker amp ▪ Channel 1 out, Zone A ○ Speaker holes cut by others, wood ceiling, Sweetwater will provide the speaker cut sheets ○ Sands TECH AV will provide and pull the speaker wire
- Install (2) existing QSC speakers in ceiling of the chambers
- Wire to the existing Extron MPA speaker amp ▪ Channel 2 out, Zone B ▪ Speaker holes cut by others, wood ceiling, Sweetwater will provide the speaker cut sheets ○ Sands TECH AV will provide and pull the speaker wire
- Install the existing Biamp DSP into the existing rack. This will be the audio processor for the system.

- Wire the Biamp DSP to the Extron MPA

- Model number?

- PROGRAMMED Device

- Sands TECH AV will provide audio wire and DSP configuration

- Install (8) AT808G owner furnished Gooseneck mics at the Dais into (8) AT8646QM shock mounts in the Dais table top and side table. ○ Mics will wire back to the Biamp DSP in the rack. ▪ Input 1 - 7 at the Dias Labor Proposal - Sweetwater - City of Mary Esther Florida 20250923  
Page 12 NOTICE: The information contained in this electronic document is privileged and confidential and is exempt from disclosure under applicable law. It is intended only for the use of the individual or entity named above. If the reader of the document is not the intended recipient, you are at this moment notified that any dissemination, distribution, or copying of the record is strictly prohibited. If you have received this document in error, please notify us immediately by e-mail and delete the original paper and any copies of it from your phone or computer system.

Your AV Installation TECH team, Onsite reps Connecting Your World. ▪ Input 8 at the side table

- Sweetware will provide the XLR audio connectors.

- Sands TECH AV will provide and pull the audio wire
- Install (1) AT808G owner furnished Gooseneck mic at the Podium into (1) AT8646QM shock mount in the Podium table top.

- Mics will wire back to the Biamp DSP in the rack. ▪ Input 9 ○ At side table, “clerk reporting”

- o Verify cabling pathways
  - o Sweetware will provide the XLR audio connectors.
  - o Sands TECH AV will provide and pull the audio wire
  - Install (2) ALF-30X-SDIW PTZ cameras wall mounted at the back and front of the Chambers. This is to capture the meeting live.
  - o Camera #1 , Over the lobby entry door way centered with the Dais
  - o Camera #2, Behind the Dais, centered
  - o Installation materials
  - Sweetware will provide the XLR audio connectors.
  - Sands TECH AV will provide and pull the CAT6 cabling (network), and SDI (video) with connectors
  - o Each PTZ camera connects through HD-SDI to an Inogini SDI2USB3 (SDI to USB) conversion. Each USB connector will plug into the Crestron Flex UC engine (PC)
  - SDI2USB will be located in the main equipment rack
  - Control protocol. Controllable by USB Zoom peripherals
  - o Presets for the camera through LAN
  - Positions and Zoom/Focus functionality will be controlled through the Crestron Flex Touch Panel.
  - Install a Crestron Flex System for the main headend of the Chambers video system.
  - o Verify device location and Customer Network internet “cloud” requirements by the customer. Credentials should be available upon installation for commission purposes
  - o Sweetwater will provide details on programming the touch panel instructions for this project
  - CONTROL:
  - AUDIO
  - o Input level control
  - o Zone level control
  - Zone layout?
  - Controller details
  - o Input routing
  - Verify
  - o Output routing
  - Verify
  - VIDEO
  - o Input routing
  - Verify sources
  - o Output routing
  - Verify displays locations, names.
  - o Powering of Displays On/Off
  - AV Pro Edge, LAN Network controlled by the Crestron flex Labor
- Page 13 NOTICE: The information contained in this electronic document is privileged and confidential and is exempt from disclosure under applicable law. It is intended only for the use of the individual or entity named above. If the reader of the document is not the intended recipient, you are at this moment notified that any dissemination, distribution, or copying of the record is strictly prohibited. If you have received this document in error, please notify us immediately by e-mail and delete the original paper and any copies of it from your phone or computer system. Your AV Installation TECH team, Onsite reps Connecting Your World. system
- o Camera Controls:
  - Location presets
  - Zoom/Focus control
  - o This includes
  - a touch panel
  - Verify drive location, POE over CAT6,
  - UC Engine
  - remote I/O.

## PROJECT OVERVIEW

o The video outputs of this device will wire into the AV PRO EDGE 4x4 switcher. This will allow for different content to be on the (4) different displays. ▪ Sweetwater will provide more details on specifics for programming needed o The camera and DSP will connect through USB into the Crestron Flex system, to allow for peripherals during a live meeting.

o The touch panel will be installed on the edge of the Dais, where a Staff member will control the system. ▪ The touch panel will connect to the OFE network. ▪ This Touch Panel will be the main control of the entire system in chambers.

o Installation Material ▪ Sands TECH AV will provide CAT6 Cabling with RJ45 connectors ● Install (3) AV PRO EDGE HDMI extenders for signal distribution from AV PRO EDGE 4 x 4 switcher to main displays and side display. o Installation Material ▪ Sands TECH AV will provide CAT6 Cabling with RJ45 connectors ● Utilize the existing (1) Crestron extended HDMI extenders for signal distribution from Crestron switcher to rear display.

o Location of receiver, wall plate? o Installation Material ▪ Sands TECH AV will provide CAT6 Cabling with RJ45 connectors ● Install (1) 85" Samsung wall mounted display behind the Dais.

o The Display will receive signal from AV PRO EDGE 4 x 4 switcher and wire Lan back to the network switch for ON/Off Control through Crestron Touch panel.

o Installation Materials ▪ Sands TECH AV will provide CAT6 Cabling with RJ45 connectors o Verify power, support backing, and cabling pathways ● Install (1) 75" Samsung wall mounted display to the side wall of the chambers.

o This Display will receive signal from AV PRO EDGE switcher and wire Lan back to network switch for ON/Off Control through Crestron Touch panel.

o Installation Materials ▪ Sands TECH AV will provide CAT6 Cabling with RJ45 connectors

o Verify power, support backing, and cabling pathways ● Install (1) 75" Samsung wall mounted display to the rear wall of the chambers.

o Control: This Display will receive signal from AV PRO EDGE switcher and wire Lan back to network switch for ON/Off Control through Crestron Touch panel. ● Install a network switch in the existing rack, for communication and control of system devices. o Installation Materials ▪ Sands TECH AV will provide CAT6 Cabling with RJ45 connectors

## PROJECT OVERVIEW

### LOBBY SYSTEM:

- Use the existing (2) QSC speakers and install them in the ceiling of the lobby.
- o This will be an independent zone of audio. o Programming zone control
- o Currently no way to play background music in space, but can be used for overflow from chambers.
- o If a background audio source is desired, it can be added and wired into the processor. These speakers will be in 70v mode. ▪ Speakers powered from amp channel 3 of AZA 404 amp. ● Install (1) 85" Samsung wall mounted display in the lobby. o Purpose and video source? 4 x 4 Matrix?

### CONFERENCE SYSTEM:

- Utilize the existing Polycom system and install it in the conference room. o This includes ▪ (1) poly com eagle eye above the display. ▪ (1) sound control device in the rack and behind the display. ▪ (1) Polycom G7500 codec/brain in rack ▪ (1) existing crestron tx and rx for extended HDMI ▪ (1) Polycom touch panel ▪ (1) existing computer in rack and existing Extron MPA amp in rack. ▪ GOING TO REMOVE\* ▪ Install a 75" Samsung display on the wall with a peerless mount. ▪ Replace with all-in-one sound video bar ▪ Install a conference bar to the display that will allow for communication to those on screen and in the room ▪ NO Programming required No control for this room

### PROFESSIONAL SERVICES TO BE PERFORMED

- Installation of the attached list of equipment
- Professional commissioning and programming
- System turnover and training
- 90-day labor guarantee
- Sweetwater's 2-year equipment warranty

### POST-INSTALLATION SERVICES

We understand that installation is just the first step. Even if you have qualified professionals or volunteers on hand to install your new systems, they will only live up to their full potential if properly tuned and optimized and if the users and operators are properly trained. Even then, electronic systems require regular maintenance and inspection to ensure that they will continue to function properly for years to come.

Don't have the resources available to handle all these post-installation functions? We've got you covered!

### COMMISSIONING SERVICES

After the installation, qualified staff will arrive on-site to verify that the systems are properly installed, that all terminations are made correctly, and that all equipment is running as it should. At this point, our commissioning personnel will optimize the systems for proper operation, ensuring that your systems will provide the intended results. Commissioning services include:

- Properly setting audio system gain structure
- Tuning all loudspeaker systems
- Setting wireless system RF settings
- Setting audio limiters for proper protection of system components
- Setting video system resolution, refresh rate, and EDID settings
- Calibrating video display devices for proper color representation and system contrast

### TRAINING

Did you know that the number one cause of "system failure" is not actually faulty equipment, but inadequate system training or unfamiliarity with the equipment being operated? Once your new systems are installed and optimized, we can offer a customized training package targeted to the specific technical expertise of your end users. In some cases, we can even offer effective training remotely! Let us help you get the most out of your new equipment!

## ASSUMPTIONS & UNDERSTANDINGS

### FINANCIAL SUMMARY

Equipment:	\$26,420.27
Labor & Materials:	\$14,923.08
Freight/Shipping:	(Included in Equipment)
<b>PROJECT TOTAL (PRE-TAX):</b>	<b>\$41,343.35</b>

### PAYMENT SCHEDULE

Option 1: Full payment upon contract signing - **\$41,343.35**

Option 2: Full equipment payment and 60% labor payment upon contract signing

- Payment 1 (equipment, freight, 60% labor): **\$35,374.12**

- Payment 2 (40% labor remainder): **\$5,969.23**

*NOTE: Net 30 payment terms are available for eligible institutions.*

### ASSUMPTIONS

NOTICE: The information contained in this electronic document is privileged and confidential and is exempt from disclosure under applicable law. It is intended only for the use of the individual or entity named above. If the reader of the document is not the intended recipient, you are at this moment notified that any dissemination, distribution, or copying of the record is strictly prohibited. If you have received this document in error, please notify us immediately by e-mail and delete the original paper and any copies of it from your phone or computer system. Your AV Installation TECH team, Onsite reps Connecting Your World.

- requirements and responsibilities are not provided by The Contract Holder. For a complete list of exclusions, please refer to the ● Integration Inclusions and Exclusions section of this proposal.
- These requirements must be provided by the owner or other 3rd parties and may fall under the responsibility of an
- Architect, General Contractor, Electrical Contractor, Data Contractor, Security Contractor, Furniture/Millwork

## ASSUMPTIONS & UNDERSTANDINGS

- Contractor, IT departments, Facilities or Real Estate groups.
- All required backing and any other wall reinforcement required to safely accommodate displays. Any display wall shall be properly backed to withstand the weight of the display with a safety factor of at least 5:1.
- All AC power at the equipment locations, including hardwired power connections.
- All required conduit for low voltage cable paths to AV equipment.
- All ceiling work required to accommodate the projectors, projection screens, or other equipment.
- All required millwork modifications to tables or other millwork.
- Proper heat dissipation venting for the equipment in this system. Where convection cooling is not possible, a
  - powered venting system with thermostatically controlled quiet fans.
- All required network configuration for any network connection to the client network.
- All software or hardware licenses not specifically provided in this scope of work or associated bill of materials.
- All software or hardware configuration for owner furnished equipment.
- Creation, configuration and management of required accounts and vendor product portals.
- Where VoIP is utilized, all required configuration information prior to installation.
- All cable/satellite/over-the-air TV connections and all associated hardware.

## CLIENT RESPONSIBILITIES

- The client will be responsible for getting Sands TECH AV access to wire paths via conduit.
- Sweetwater Project Managers will work with Contractor and Electrician on where conduit and power requirements are needed.

# Sweetwater®



(800) 222-4700 | [Sweetwater.com](https://www.sweetwater.com)

**City of Mary Esther, Florida**

**Quote Request – Council Chambers Audiovisual System**

Issue Date:	August 14, 2025
Voluntary Site Visit:	August 19, 2025, at 10:00 AM CT 195 Christobal Rd N, Mary Esther, FL 32569
Quote Due Date:	August 25, 2025, at 5:00 PM CT
City Contact:	Jared Cobb, City Manager
Performance Location:	302 Mary Esther Blvd, Mary Esther, FL 32569

**1. Purpose & Background**

The City of Mary Esther (“City”) seeks written quotes for a turnkey audiovisual (AV) solution to support live and recorded public meetings in the new Council Chambers. The scope also includes overflow audio/video for the Lobby and a collaboration display for a Conference Room.

This procurement aligns with the City of Mary Esther Purchasing Policy (Policy 17, Resolution 25-08) for purchases under \$50,000. The City intends to award a contract on a best-value basis and may select some, all, or none of the proposed items or alternatives.

**2. Scope of Work & Functional Outcomes**

The successful vendor shall design, provide, install, configure, and commission a complete and integrated AV system that meets the minimum functional outcomes listed below. Vendors are responsible for proposing a comprehensive equipment list and technical solution to achieve these outcomes.

**2.1 Minimum Functional Outcomes:**

- Video Capture: Provide high-quality, broadcast-grade video capture of the council dais, speaker's podium, and audience areas.
- Camera Control: Implement an integrated camera control system with user-friendly presets for various meeting scenarios (e.g., dais wide shot, podium close-up, individual speaker focus).
- Audio Integration & Intelligibility: Seamlessly integrate with the City's existing audio equipment. The primary audio objective is to ensure clear, intelligible audio for

stakeholders participating and watching online. Vendors must assess the existing microphones and DSP during the site visit. Quotes should prioritize the use of existing equipment, but vendors must recommend replacement or supplemental equipment if they determine the existing gear is insufficient to achieve high-quality audio for streaming and recording.

- Display & Routing: Distribute video and presentation content to large-format displays intended for public audience viewing within the Council Chambers and Lobby. The system must support a workflow where Council members can view shared content either on their city-provided laptops or on individual monitors at the dais. Vendors may propose a solution for either or both options.
- System Control: Provide a simple, intuitive user interface (e.g., touch panel) that allows a single operator to easily control all core functions of a meeting, including camera selection, preset recall, and display routing.
- Streaming/Recording Output: Provide a reliable, platform-agnostic output feed (e.g., USB, HDMI) that is compatible with major virtual meeting and streaming services, including but not limited to Zoom and Microsoft Teams.
- Turnkey Solution: The final deliverable must be a fully commissioned, tested, and operational system. The vendor will be responsible for providing comprehensive operator training and complete as-built documentation.
- Service and Support: The vendor must be capable of providing ongoing maintenance and emergency support for the installed system. This includes the ability to provide timely on-site technical support for critical system failures.

## 2.2 City-Provided Information:

To assist vendors in preparing a comprehensive quote, the City will provide the following:

- A list of the City's current AV equipment to be relocated and integrated, where feasible:
  - 1x Poly G7500 Video Conferencing Codec
  - 1x Poly TC8 Touch Control Panel
  - 1x Biamp Tesira FORTE AVB CI (Digital Signal Processor)
  - 10x Audio-Technica AT808G Gooseneck Microphones
  - 4x QSC AC-C6T Ceiling Speakers
- Access to the existing and new facilities during the scheduled site visit.
- Relevant construction documents, including electrical plans and reflected ceiling plans showing AV conduit pathways (Sheets A4.02, E1.01, and A1.41 from the "City Hall Bid Set").

## 2.3 Contractor Responsibilities:

- Coordinate with the City's general contractor to confirm all conduit, box, and access panel locations.

- Provide, pull, terminate, and test all low-voltage AV cabling within the provided pathways.
- Notify the City of any discrepancies or issues prior to installation.

### **3. Voluntary Site Visit**

A voluntary site visit will be held on Tuesday, August 19, 2025, at 10:00 AM CT.

- Meeting Point: Existing City Hall, 195 Christobal Road North, Mary Esther, FL 32569.
- Agenda: The visit will begin with an inspection of the current AV system at the existing City Hall. Afterward, attendees will be given a tour of the new City Hall construction site at 302 Mary Esther Boulevard.

This site visit is the primary opportunity for vendors to inspect the current equipment, assess the new space, and ask questions to inform their proposed solution. Attendance is not mandatory, but is strongly encouraged to ensure a complete understanding of the project.

### **4. Submission Instructions**

Quotes must be submitted electronically via email to:

Jared Cobb, City Manager

[jcobb@cityofmaryesther.com](mailto:jcobb@cityofmaryesther.com)

All submissions must be received no later than Monday, August 25, 2025, at 5:00 PM CT. Late submissions may not be considered.

Your quote should include:

1. A detailed scope of work describing your proposed solution.
2. A line-item list of all proposed equipment (make, model, and quantity).
3. Total project cost, including all labor, materials, and any other associated fees.
4. A proposed project timeline.
5. A brief statement of your firm's qualifications and experience with similar projects.
6. A Service and Support Plan detailing your firm's approach to ongoing maintenance, including guaranteed on-site response times for critical issues and options for an annual service agreement.

### **5. Selection Process**

The City will evaluate quotes using a best-value approach. Selection will be based on a combination of factors, including price, the proposed technical solution, vendor experience and qualifications, the proposed service and support plan, and overall value to the City. The City reserves the right to request additional information or clarification from any vendor.

## **6. Reservation of Rights**

The City reserves the right to waive any minor, nonmaterial irregularities in any or all quotes; reject any or all quotes received; cancel, postpone, or amend this Quote Request at any time; re-advertise or solicit additional quotes; make an award to the vendor deemed to provide the best value to the City; and negotiate with one or more vendors before award.

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**Quote Request: Council Chambers Audiovisual System - City of Mary Esther**

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**From** Jared Cobb <jcobb@cityofmaryesther.com>  
**Date** Thu 2025-08-14 4:59 PM  
**To** cdoyle@allprosystems.com <cdoyle@allprosystems.com>

 2 attachments (16 MB)  
Quote Request - City Hall Council Chambers.pdf; City Hall Bid Set.pdf;

Good afternoon,

The City of Mary Esther is seeking written quotes from qualified vendors for a turnkey audiovisual (AV) system for our new City Hall Council Chambers.

The project scope includes the design, installation, and commissioning of an integrated AV solution to support public meetings. We are prioritizing high-quality audio for online streaming and a user-friendly control system.

A voluntary but strongly encouraged site visit is scheduled for **Tuesday, August 19, 2025, at 10:00 AM CT.**

The deadline for quote submission is **Monday, August 25, 2025, at 5:00 PM CT.**

Please see the attached Quote Request document for complete details, including functional requirements, a list of existing city-owned equipment, and submission instructions.

We look forward to your potential participation.



**Jared Cobb**  
City Manager, City of Mary Esther

**Office** [850-243-3566](tel:850-243-3566) | **Direct** [850-362-6205](tel:850-362-6205)



Need assistance? [Submit a Service Request.](#)

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, please contact me by phone or in person.

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## Quote Request: Council Chambers Audiovisual System - City of Mary Esther

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**From** Jared Cobb <jcobb@cityofmaryesther.com>

**Date** Thu 2025-08-14 5:08 PM

**To** sales@tsgcom.com <sales@tsgcom.com>

 2 attachments (16 MB)

City Hall Bid Set.pdf; Quote Request - City Hall Council Chambers.pdf;

Good afternoon,

The City of Mary Esther is seeking written quotes from qualified vendors for a turnkey audiovisual (AV) system for our new City Hall Council Chambers.

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**Jared Cobb**

City Manager, City of Mary Esther

**Office** [850-243-3566](tel:850-243-3566) | **Direct** [850-362-6205](tel:850-362-6205)



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## Quote Request: Council Chambers Audiovisual System - City of Mary Esther

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From Jared Cobb <jcobb@cityofmaryesther.com>

Date Thu 2025-08-14 5:04 PM

To info@avxinc.com <info@avxinc.com>

 2 attachments (16 MB)

Quote Request - City Hall Council Chambers.pdf; City Hall Bid Set.pdf;

Good afternoon,

The City of Mary Esther is seeking written quotes from qualified vendors for a turnkey audiovisual (AV) system for our new City Hall Council Chambers.

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**Jared Cobb**

City Manager, City of Mary Esther

Office [850-243-3566](tel:850-243-3566) | Direct [850-362-6205](tel:850-362-6205)



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# AGENDA ITEM

Agenda Item 11.13.

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

**FROM:** Shawn Lindsey, Public Works Director

**DATE:** October 6, 2025

**SUBJECT:** Request for State Appropriation: Highway 98 Water Main Replacement and Upgrade

---

## **BACKGROUND:**

City Council has previously prioritized pursuing outside funding to accelerate capital improvements while managing local costs. Staff has prepared a candidate project for Florida's Local Funding Initiative (legislative appropriation) program. This year, legislators have requested a 50% local match.

## **DISCUSSION:**

Staff recommends selecting the Highway 98 Water Main Replacement and Upgrade as the City's Local Funding Initiative request for the upcoming legislative cycle. The current planning-level estimate for this project is \$4,000,000, which would require a \$2,000,000 City match (50%).

If Council selects the project, staff will work with the City's engineer to refine the cost estimate and scope, and complete the Local Funding Initiative Request forms (grant applications) for Council review and approval at the November 3 meeting.

This item does not appropriate funding. The final funding strategy, budget amendments, and any agreements will be presented to Council if the application is approved for submittal and/or if funding is awarded.

## **FINANCIAL IMPACT:**

- Total Project Cost (planning level): \$4,000,000
- Suggested Local Match (50%): \$2,000,000

If Council selects the project, staff will return on November 3 with refined costs and the completed application for Council consideration. Any future funding commitments for the City's match would be proposed separately for Council approval.

## **RECOMMENDATION:**

Motion to select the Highway 98 Water Main Replacement and Upgrade as the City's FY 2026

Local Funding Initiative project.

**ATTACHMENT(S):**

# AGENDA ITEM

Agenda Item 11.14.

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

**FROM:** Jared Cobb, City Manager

**DATE:** October 6, 2025

**SUBJECT:** Consideration of FY 2026 City Manager Salary Adjustment

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## **BACKGROUND:**

On September 3, the City Council approved the performance evaluation for the City Manager. In accordance with the contract, the City Council annually conducts a review of base salary and/or benefits after completion of the evaluation.

## **DISCUSSION:**

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

- FY 2022 - 5%, \$115,500
- FY 2023 - 4%, \$120,120
- FY 2024 - 5%, \$126,126
- FY 2025 - 5%, \$132,432

For FY 2026, I am requesting a 5% salary adjustment. In addition, I am seeking City Council consideration of an amendment to Section 8 of my current employment agreement, which currently prohibits outside work such as coaching, teaching, or consulting. I am requesting that the Council consider the following amendment at the November 3 City Council meeting:

"The City Manager may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, with or without compensation, provided such activities do not interfere with or conflict with the City Manager's performance of his duties under this contract. All such service or engagements shall occur on the City Manager's own time and shall not conflict with any duties or obligations to the City of Mary Esther. On all outside employment or activities, City Manager shall be an independent contractor and not an employee of the City. Nothing herein shall prevent the City Manager from identifying himself as the City Manager of the City of Mary Esther. Any compensation received by City Manager for these outside professional activities shall belong to City Manager."

## **FINANCIAL IMPACT:**

The adopted FY 2026 Budget includes a 5% increase for the position.

**RECOMMENDATION:**

The item is presented for City Council discussion and consideration.

**ATTACHMENT(S):**

1. City Manager Contract

## EMPLOYMENT AGREEMENT

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

### WITNESSETH:

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

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

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

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

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

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

### SECTION 1: DUTIES AND AUTHORITY

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

### SECTION 2: TERMS AND EFFECTIVE DATE

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

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

### **SECTION 3: COMPENSATION**

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

### **SECTION 4: BENEFITS**

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

### **SECTION 5: RETIREMENT**

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

### **SECTION 6: PROFESSIONAL DEVELOPMENT**

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

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

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

#### **SECTION 7: HOURS OF WORK**

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

#### **SECTION 8: OUTSIDE EMPLOYMENT**

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

#### **SECTION 9: TERMINATION**

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

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

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

**SECTION 10: SEVERANCE**

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

**SECTION 11: RESIGNATION**

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

**SECTION 12: BONDING**

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

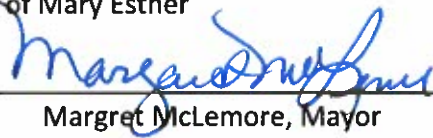
**SECTION 13: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

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

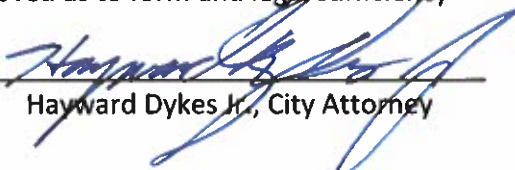
- B. COUNCIL has agreed to waive the residency requirement, 4.02 City of Mary Esther, Florida Charter, for the MANAGER at this time. This does not prevent COUNCIL in the future from reinstating such residency requirement if it deems prudent. If MANAGER is unable or unwilling to comply with the residency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

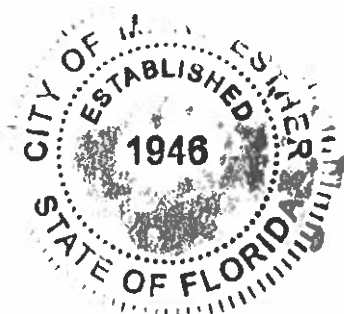
**IN WITNESS WHEREOF**, the City of Mary Esther has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by the City Clerk and Jared B. Cobb has signed and executed this Agreement.

  
 \_\_\_\_\_  
 Jared B. Cobb

City of Mary Esther  
 By:   
 \_\_\_\_\_  
 Margret McLemore, Mayor

Attest:  
  
 \_\_\_\_\_  
 Dana Williams, City Clerk

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



# AGENDA ITEM

Agenda Item 11.15.

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

**FROM:** Dillon Morris, City Clerk

**DATE:** October 6, 2025

**SUBJECT:** Adoption of 2026 Regular Council Meeting Calendar

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## BACKGROUND:

Staff has created a schedule for the Regular City Council Meetings from January through December of 2026. The dates were established by applying the "definition and schedule of meetings" found in the Mary Esther Codes and Ordinances.

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

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

## DISCUSSION:

The list below contains a list of suggested dates for the regular City Council meetings in 2026. Due to holidays or other events, three of the dates were changed. The three dates of the meetings are in January, September, and December.

Proposed 2026 Regular City Council Meeting Dates:

- **January 20, 2026 (Tuesday) - Moved due to holidays (New Years and Martin Luther King).**
- February 2, 2026 (Monday)
- March 2, 2026 (Monday)
- April 6, 2026 (Monday)
- May 4, 2026 (Monday)
- June 1, 2026 (Monday)
- July 6, 2026 (Monday)
- August 3, 2026 (Monday)
- **September 8, 2026 (Tuesday) - Moved due to holiday (Labor Day), possible change later due to budget.**
- October 5, 2026 (Monday)
- November 2, 2026 (Monday)
- **December 8, 2026 (Tuesday) - Moved due to FWB Christmas Parade on**

**December 7.**

**FINANCIAL IMPACT:**

There is no financial impact related to this matter.

**RECOMMENDATION:**

Possible Motions:

- Motion to approve the 2026 Regular City Council Meeting dates as proposed.
- Motion to approve the 2026 Regular City Council Meetings dates with changes.
- Continue without approving the 2026 Regular City Council Meeting dates.

**ATTACHMENT(S):**