Agenda
Regular Meeting
of the Mary Esther City Council
November 3, 2025 - 6:00 PM
195 Christobal Road – North, Mary Esther, FL 32569

1. **INVOCATION**
2. **CALL TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF THE AGENDA**
6. **SPECIAL PRESENTATIONS**
   - 6.1. **Florida City Week Essay Contest Awards**
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 October 6th, 2025, Regular Council Meeting**
8. **CITIZENS WHO HAVE REQUESTED TO BE PLACED ON THE AGENDA**
9. **PUBLIC COMMENT (NON-AGENDA ITEMS)**
10. **UNFINISHED BUSINESS**
    - 10.1. **Mary Esther Boulevard Landscaping Project Update**
11. **NEW BUSINESS**
    - 11.1. **Epilepsy Awareness Month Proclamation**
    - 11.2. **Approval of Invoices for Highway 98 Emergency Sewer Repairs**
    - 11.3. **Resolution 25-19: Approval of Sprayfield Lease Agreement with the Department of the Air Force**
    - 11.4. **Resolution 25-20: Approval of Permitting, Licensing, Code Enforcement, and Citizen Request Software Agreement**
    - 11.5. **Resolution 25-21: Approval of FY 2026-27 Legislative Appropriation Request**
    - 11.6. **Consideration of City Manager Contract Amendment**
12. **COUNCILS' STANDING COMMITTEE STATUS REPORTS**
13. **OTHER COMMENTS**
14. **ADJOURN**

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

WATCHING AND PARTICIPATION

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

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

NOTES:

1) Adjournment with continuation on the following day at 6:00 PM may be called if the meeting proceeds past 10 PM.

2) The City does not keep verbatim minutes as a matter of record. If a person decides to appeal any decision made by the Mary Esther City Council with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. See Florida Statute 286.0105

3) Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council is not allowed by law to endorse the religious beliefs or views of this or any other speaker.

AGENDA ITEM

Agenda Item 6.1.

TO: Honorable Mayor and Members of the City Council

FROM: Susan Macdonald, Administrative Coordinator

DATE: November 3, 2025

SUBJECT: Florida City Week Essay Contest Awards

BACKGROUND:
For Florida City Week, Administrative Coordinator Macdonald organized an essay contest at Mary Esther Elementary, asking the 4th and 5th grades to write essays about what it means to be a resident of Mary Esther. This event brought together the local city and the local elementary school to highlight the importance of city government and civic engagement.

DISCUSSION:
Staff requests approval for the mayor to award certificates of appreciation to the winners of the essay contest.

FINANCIAL IMPACT:
There is no financial impact related to this matter.

RECOMMENDATION:
Motion to authorize the mayor to award the certificates of appreciation to the essay winners.

ATTACHMENT(S):
1. Essay Submissions

Contest

HI dear contest people My name Is Rylee and why I like Mary esther because I have been there for 6 years In I love it so much all OF My teacher and yall know what I love every single teacher of my yes In I Love It because all of my teachers Or ~~[illegible]~~ always nice in that is why i Love Mary esther - Dear- Rylee

Rylee Turner
Henry

Noemi 4th
Calderon Grade

Hi mr name is noemí calderon
I am in 4th grade. Marr esther City means
So much to me. I go to Marr esther
elementrr that School is one of the
best School I had ever been in.
The teacher's in that school are
So Sweet. Some Places I love to
go to is the rec center because th
there are so many different Sports you
can sign up for. Sometimes for fun
I like to Plax Volleyball and me
and my family Love to bake.

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

BMS Account	GENERAL FUND BANK	Summary of Investments 9/30/2025	Fund	INTEREST RATE	Purpose of Acct.
101251	FNBT BANK	$138,100.00	410	0.00%	Cust. Utility Deposits Acct.
104300	GEN FUND FLORIDA PRIME	$2,460,843.71	1	4.39%	GF Savings/Investment
104400	W/S FUND FLORIDA PRIME	$356,299.72	410	4.39%	W/S Savings/Investment
101001	FNBT BANK	$12,035,319.13	1 & 410	4.27%	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	$1,706,083.87	1 & 410	4.27%	Money Market Account
104301	FLCLASS	$552,993.16	1	4.30%	GF Investment
104302	AMERIS BANK	$6,563.92	1	0.00%	GF Investment
		$17,262,210.04			

FY24-25 ESTIMATED BEGINNING GENERAL FUND UNRESTRICTED CASH	$5,310,790
FY2025 Budget deficit	($2,531,521)
Budget Resolution 25-06	($105,790)
Budget Resolution 25-13	$281,057.05
ESTIMATED GENERAL FUND TOTAL UNRESTRICTED CASH	**$2,954,536**
FY24-25 ESTIMATED BEGINNING W/S FUND UNRESTRICTED CASH	$5,041,904
FY2025 Budget surplus	$123,063
ESTIMATED W/S FUND TOTAL UNRESTRICTED CASH	**$5,164,967**
FY 24-25 BEGINNING DISCRETIONARY SALES SURTAX REVENUE FUND	$1,878,067
FY2025 Budget deficit	($313,238)
Budget Resolution 25-13	($281,057.05)
DISCRETIONARY SALES SURTAX FUND BALANCE	**$1,283,772**
GRAND TOTAL ALL FUNDS:	**$9,403,275**

RESTRICTED REVENUES:

IMPACT FEE REVENUE AVAILABLE FOR RELATED EXPENSES	
Fire Protection	$1,614
Law Enforcement	$39,557
Stormwater	$42,765
Transportation	$70,177
Parks & Recreation	$36,900
Water & Sewer	$10,183
TOTAL	**$201,196**
OTHER RESTRICTED REVENUE	
Committed to natural disaster relief	$1,813,711
TOTAL	**$1,813,711**
TOTAL RESTRICTED REVENUES	**$2,014,907**

City of Mary Esther, FL

Budget vs Actuals
Account Summary
For Fiscal: 2024-2025 Period Ending: 09/30/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 001 - GENERAL FUND							
Revenue							
Department: 00 - UNDESIGNATED							
001-00-311100	AD VALOREM TAXES	2,215,883.00	2,215,883.00	0.00	2,186,661.98	2,186,661.98	29,221.02
001-00-311200	AD VALOREM TAXES-DELQ	65,000.00	65,000.00	6,537.79	67,707.66	67,707.66	-2,707.66
001-00-312130	TOURIST DEVELOPMENT TAX	419,000.00	419,000.00	0.00	0.00	0.00	419,000.00
001-00-312410	FIRST LOCAL OPTION FUEL TAX	0.00	200,000.00	17,273.00	171,977.39	171,977.39	28,022.61
001-00-312420	LOCAL ALTERNATIVE FUEL USER FEE	200,000.00	0.00	0.00	0.00	0.00	0.00
001-00-314100	UTILITY TAXES-ELECTRIC	235,000.00	235,000.00	20,614.36	217,331.66	217,331.66	17,668.34
001-00-314200	UTILITY TAXES-COMMUNICATION SE...	230,000.00	230,000.00	18,824.62	195,288.25	195,288.25	34,711.75
001-00-314300	UTILITY TAXES-WATER	129,000.00	129,000.00	10,822.66	130,369.25	130,369.25	-1,369.25
001-00-314400	UTILITY TAXES-GAS	42,000.00	42,000.00	2,580.94	41,342.46	41,342.46	657.54
001-00-314800	UTILITY TAXES -PROPANE GAS	200.00	200.00	0.00	131.60	131.60	68.40
001-00-316010	BUSINESS TAX - PENALTY INT	900.00	900.00	0.00	882.50	882.50	17.50
001-00-316100	BUSINESS TAX	95,000.00	95,000.00	36,150.00	161,905.00	161,905.00	-66,905.00
001-00-322000	BUILDING PERMITS	80,000.00	80,000.00	1,840.92	9,509.65	9,509.65	70,490.35
001-00-323100	ELECTRICITY FRANCHISE FEES	210,000.00	210,000.00	20,548.31	172,811.13	172,811.13	37,188.87
001-00-323400	GAS FRANCHISE FEES	40,000.00	40,000.00	2,413.75	39,078.96	39,078.96	921.04
001-00-324120	IMPACT FEES-FIRE PROTECTION	0.00	0.00	940.00	1,614.00	1,614.00	-1,614.00
001-00-324125	IMPACT FEES-LAW ENFORCEMENT	0.00	0.00	243.00	889.00	889.00	-889.00
001-00-329050	TRACKING FEES	1,500.00	1,500.00	1,260.00	6,700.00	6,700.00	-5,200.00
001-00-331500	FEDERAL DISASTER RELIEF	0.00	0.00	3,445.75	3,445.75	3,445.75	-3,445.75
001-00-334000	STATE GRANTS	0.00	0.00	39,269.53	500,000.00	500,000.00	-500,000.00
001-00-335120	STATE REVENUE SHARING PROCEEDS	210,000.00	210,000.00	18,768.17	230,294.25	230,294.25	-20,294.25
001-00-335150	ALCOHOLIC BEVERAGE LICENSES	500.00	500.00	0.00	880.99	880.99	-380.99
001-00-335180	LOCAL GOVERNMENT 1/2 SALES TAX	500,000.00	500,000.00	58,019.18	483,486.88	483,486.88	16,513.12
001-00-338200	INTERGOV REV-COUNTY BUSINESS TAX	3,000.00	3,000.00	455.56	3,589.93	3,589.93	-589.93
001-00-338210	INTERGOV REV - LIBRARY COOP	63,000.00	63,000.00	0.00	65,694.00	65,694.00	-2,694.00
001-00-341200	ZONING FEES	0.00	0.00	350.00	1,450.00	1,450.00	-1,450.00
001-00-341901	FIRE DEPARTMENT FEES	13,000.00	13,000.00	605.00	11,300.50	11,300.50	1,699.50
001-00-341902	NOTARY FEE REVENUE	0.00	0.00	0.00	110.00	110.00	-110.00
001-00-341910	PLAN REVIEW	0.00	0.00	135.00	831.00	831.00	-831.00
001-00-341920	SITE INSPECTION	100.00	100.00	0.00	75.00	75.00	25.00
001-00-342510	FINAL INSPECTION	500.00	500.00	180.00	1,230.00	1,230.00	-730.00
001-00-342910	IMPACT FEE- STORMWATER	0.00	0.00	1,000.00	1,600.00	1,600.00	-1,600.00
001-00-343800	CEMETERY FEES	100.00	100.00	50.00	250.00	250.00	-150.00
001-00-344210	BOAT LAUNCH DAILY PERMIT	500.00	500.00	10.00	646.00	646.00	-146.00
001-00-344901	FLORIDA DOT	51,759.00	51,759.00	0.00	22,494.82	22,494.82	29,264.18
001-00-344910	IMPACT FEE- TRANSPORTATION	0.00	0.00	189.00	3,189.00	3,189.00	-3,189.00
001-00-347210	IMPACT FEE- PARKS & RECREATION	0.00	0.00	0.00	300.00	300.00	-300.00
001-00-349100	LIEN SEARCH FEE	1,500.00	1,500.00	140.00	2,130.00	2,130.00	-630.00
001-00-351100	COURT FINES	6,000.00	6,000.00	84.43	5,890.87	5,890.87	109.13
001-00-352000	LIBRARY FINES/LOST BOOKS	1,500.00	1,500.00	0.00	1,854.41	1,854.41	-354.41
001-00-354100	VIOLATION OF LOCAL ORDINANCE	2,500.00	2,500.00	0.00	547.00	547.00	1,953.00
001-00-361000	INTEREST AND OTHER EARNINGS	0.00	0.00	0.95	13.68	13.68	-13.68
001-00-361100	INTEREST INCOME	250,000.00	250,000.00	26,468.85	374,380.69	374,380.69	-124,380.69
001-00-364400	SALE OF EQUIPMENT	0.00	0.00	0.00	16,450.00	16,450.00	-16,450.00
001-00-365100	SCRAP SALES	0.00	0.00	0.00	180.40	180.40	-180.40
001-00-366010	DONATIONS & CONTRIBUTIONS LIBR...	21,500.00	21,500.00	0.00	0.00	0.00	21,500.00
001-00-369300	SETTLEMENTS (INSURANCE ACCIDENT...	0.00	0.00	0.00	759.27	759.27	-759.27
001-00-369900	MISCELLANEOUS REVENUE - OTHER	0.00	0.00	1,115.65	9,428.95	9,428.95	-9,428.95
001-00-381000	INTERFUND TRANSFER	943,092.00	943,092.00	0.00	79,854.00	79,854.00	863,238.00

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-00-389400	GRANTS - OTHER SOURCES	505,000.00	505,000.00	0.00	5,000.00	5,000.00	500,000.00
	Department: 00 - UNDESIGNATED Total:	**6,537,034.00**	**6,537,034.00**	**290,336.42**	**5,231,557.88**	**5,231,557.88**	**1,305,476.12**
	Revenue Total:	**6,537,034.00**	**6,537,034.00**	**290,336.42**	**5,231,557.88**	**5,231,557.88**	**1,305,476.12**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense							
Activity: 51100 - LEGISLATIVE							
Department: 11 - MAYOR AND CITY COUNCIL							
001-11-51100-1210	SALARIES	26,400.00	26,400.00	1,850.00	20,790.00	20,790.00	5,610.00
001-11-51100-2110	SOCIAL SECURITY TAXES	1,637.00	1,637.00	114.70	1,288.98	1,288.98	348.02
001-11-51100-2410	WORKER'S COMPENSATION	600.00	600.00	0.00	408.88	408.88	191.12
001-11-51100-3000	MEDICARE INSURANCE	383.00	383.00	26.85	301.76	301.76	81.24
001-11-51100-3100	PROFESSIONAL SERVICES	11,000.00	11,000.00	0.00	4,400.00	4,400.00	6,600.00
001-11-51100-4010	TRAVEL & PER DIEM	14,000.00	14,000.00	2,579.27	15,487.38	15,487.38	-1,487.38
001-11-51100-4810	TROPHIES AND AWARDS	750.00	750.00	0.00	0.00	0.00	750.00
001-11-51100-4930	TRAINING	4,500.00	4,500.00	-175.00	2,880.00	2,880.00	1,620.00
001-11-51100-5110	OFFICE SUPPLIES	300.00	300.00	0.00	0.00	0.00	300.00
001-11-51100-5280	LEAGUE OF CITIES DINNERS	1,400.00	1,400.00	0.00	311.00	311.00	1,089.00
001-11-51100-5290	OPERATING SUPPLIES	1,510.00	1,510.00	278.76	911.96	911.96	598.04
001-11-51100-5410	BOOKS, PUBS, SUBS & MEMBS	4,767.00	4,767.00	0.00	3,981.00	4,381.00	386.00
Department: 11 - MAYOR AND CITY COUNCIL Total:		**67,247.00**	**67,247.00**	**4,674.58**	**50,760.96**	**51,160.96**	**16,086.04**
Activity: 51100 - LEGISLATIVE Total:		**67,247.00**	**67,247.00**	**4,674.58**	**50,760.96**	**51,160.96**	**16,086.04**
Activity: 51200 - EXECUTIVE							
Department: 12 - CITY MANAGER							
001-12-51200-1210	SALARIES	173,945.00	173,945.00	13,210.39	166,377.55	166,377.55	7,567.45
001-12-51200-2110	SOCIAL SECURITY TAXES	10,785.00	10,785.00	819.79	10,324.32	10,324.32	460.68
001-12-51200-2210	RETIREMENT	24,352.00	24,352.00	1,851.14	21,627.32	21,627.32	2,724.68
001-12-51200-2310	EMPLOYEE INSURANCE	28,630.00	28,630.00	33.00	22,544.57	22,544.57	6,085.43
001-12-51200-2410	WORKER'S COMPENSATION	170.00	170.00	0.00	115.73	115.73	54.27
001-12-51200-3000	MEDICARE INSURANCE	2,522.00	2,522.00	191.72	2,414.59	2,414.59	107.41
001-12-51200-4010	TRAVEL & PER DIEM	6,100.00	6,100.00	666.50	2,157.69	2,568.03	3,531.97
001-12-51200-4110	TELEPHONE & INTERNET	360.00	360.00	0.00	0.00	0.00	360.00
001-12-51200-4930	TRAINING	3,500.00	3,500.00	0.00	1,325.00	1,325.00	2,175.00
001-12-51200-5290	OPERATING SUPPLIES	2,500.00	2,500.00	126.57	1,194.88	1,194.88	1,305.12
001-12-51200-5410	BOOKS, PUBS, SUBS & MEMBS	1,500.00	1,500.00	0.00	1,378.33	1,378.33	121.67
Department: 12 - CITY MANAGER Total:		**254,364.00**	**254,364.00**	**16,899.11**	**229,459.98**	**229,870.32**	**24,493.68**
Activity: 51200 - EXECUTIVE Total:		**254,364.00**	**254,364.00**	**16,899.11**	**229,459.98**	**229,870.32**	**24,493.68**
Activity: 51300 - FINANCE							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51300-1210	SALARIES	74,886.00	74,886.00	5,584.35	71,638.72	71,638.72	3,247.28
001-13-51300-2110	SOCIAL SECURITY TAXES	4,643.00	4,643.00	346.26	4,437.88	4,437.88	205.12
001-13-51300-2210	RETIREMENT	10,484.00	10,484.00	717.43	7,544.95	7,544.95	2,939.05
001-13-51300-2310	EMPLOYEE INSURANCE	4,710.00	4,710.00	0.00	3,885.24	3,885.24	824.76
001-13-51300-2410	WORKER'S COMPENSATION	70.00	70.00	0.00	47.72	47.72	22.28
001-13-51300-3000	MEDICARE INSURANCE	1,086.00	1,086.00	81.01	1,038.08	1,038.08	47.92
001-13-51300-3210	ACCOUNTING AND AUDITING	26,250.00	26,250.00	0.00	24,522.50	24,522.50	1,727.50
001-13-51300-4010	TRAVEL & PER DIEM	3,500.00	3,500.00	59.78	120.68	120.68	3,379.32
001-13-51300-4710	PRINTING & BINDING	1,900.00	1,900.00	0.00	739.76	739.76	1,160.24
001-13-51300-4921	BANK FEES	1,000.00	1,000.00	40.00	702.57	702.57	297.43
001-13-51300-4930	TRAINING	2,500.00	2,500.00	0.00	600.00	600.00	1,900.00
001-13-51300-4946	LEGAL & RETAIL ADVERTISEMENTS	1,500.00	1,500.00	0.00	0.00	1,006.54	493.46
001-13-51300-5110	OFFICE SUPPLIES	0.00	0.00	0.00	268.60	268.60	-268.60
001-13-51300-5290	OPERATING SUPPLIES	1,150.00	1,150.00	0.00	166.47	166.47	983.53
001-13-51300-5410	BOOKS, PUBS, SUBS & MEMBS	855.00	855.00	0.00	345.00	345.00	510.00
Department: 13 - ADMINISTRATIVE SERVICES Total:		**134,534.00**	**134,534.00**	**6,828.83**	**116,058.17**	**117,064.71**	**17,469.29**
Activity: 51300 - FINANCE Total:		**134,534.00**	**134,534.00**	**6,828.83**	**116,058.17**	**117,064.71**	**17,469.29**
Activity: 51310 - HUMAN RESOURCES							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51310-1210	SALARIES	13,366.00	13,366.00	1,006.75	12,342.96	12,342.96	1,023.04
001-13-51310-2110	SOCIAL SECURITY TAXES	829.00	829.00	62.42	765.21	765.21	63.79
001-13-51310-2210	RETIREMENT	1,871.00	1,871.00	140.94	1,306.58	1,306.58	564.42
001-13-51310-2220	RETIRED EMPLOYEE LIFE INSURANCE	850.00	850.00	0.00	664.00	664.00	186.00

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-13-51310-2230	RETIRED EMPLOYEE DENTAL INSURA...	4,700.00	4,700.00	0.00	3,879.28	3,879.28	820.72
001-13-51310-2310	EMPLOYEE INSURANCE	3,400.00	3,400.00	0.00	2,198.76	2,198.76	1,201.24
001-13-51310-2410	WORKER'S COMPENSATION	20.00	20.00	0.00	13.64	13.64	6.36
001-13-51310-2510	UNEMPLOYMENT COMPENSATION	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
001-13-51310-3000	MEDICARE INSURANCE	194.00	194.00	14.59	178.87	178.87	15.13
001-13-51310-3100	PROFESSIONAL SERVICES	11,200.00	11,200.00	0.00	9,068.04	9,068.04	2,131.96
001-13-51310-4010	TRAVEL & PER DIEM	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
001-13-51310-4015	RECRUITMENT	2,500.00	2,500.00	0.00	86.80	86.80	2,413.20
001-13-51310-4540	EMPLOYEE APPRECIATION	5,250.00	5,250.00	118.26	5,464.83	5,464.83	-214.83
001-13-51310-4710	PRINTING & BINDING	900.00	900.00	0.00	0.00	0.00	900.00
001-13-51310-4930	TRAINING	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
001-13-51310-4934	TUITION	26,250.00	26,250.00	0.00	21,542.82	21,542.82	4,707.18
001-13-51310-4946	LEGAL & RETAIL ADVERTISEMENTS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
001-13-51310-5290	OPERATING SUPPLIES	500.00	500.00	0.00	35.99	35.99	464.01
001-13-51310-5410	BOOKS, PUBS, SUBS & MEMBS	750.00	750.00	0.00	0.00	0.00	750.00
Department: 13 - ADMINISTRATIVE SERVICES Total:		**83,080.00**	**83,080.00**	**1,342.96**	**57,547.78**	**57,547.78**	**25,532.22**
Activity: 51310 - HUMAN RESOURCES Total:		**83,080.00**	**83,080.00**	**1,342.96**	**57,547.78**	**57,547.78**	**25,532.22**
Activity: 51400 - LEGAL							
Department: 14 - CITY ATTORNEY							
001-14-51400-3111	LEGAL COUNSEL	65,000.00	65,000.00	4,739.50	48,998.99	48,998.99	16,001.01
Department: 14 - CITY ATTORNEY Total:		**65,000.00**	**65,000.00**	**4,739.50**	**48,998.99**	**48,998.99**	**16,001.01**
Activity: 51400 - LEGAL Total:		**65,000.00**	**65,000.00**	**4,739.50**	**48,998.99**	**48,998.99**	**16,001.01**
Activity: 51500 - PLANNING AND ZONING							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-51500-1210	SALARIES	99,488.00	99,488.00	7,476.52	94,886.59	94,886.59	4,601.41
001-30-51500-2110	SOCIAL SECURITY TAXES	6,168.00	6,168.00	463.55	5,883.22	5,883.22	284.78
001-30-51500-2210	RETIREMENT	13,928.00	13,928.00	876.50	10,789.38	10,789.38	3,138.62
001-30-51500-2310	EMPLOYEE INSURANCE	23,670.00	23,670.00	0.00	18,106.34	18,106.34	5,563.66
001-30-51500-2410	WORKER'S COMPENSATION	320.00	320.00	0.00	47.72	47.72	272.28
001-30-51500-3000	MEDICARE INSURANCE	1,443.00	1,443.00	108.43	1,376.06	1,376.06	66.94
001-30-51500-3100	PROFESSIONAL SERVICES	90,000.00	90,000.00	31,190.41	75,843.21	75,843.21	14,156.79
001-30-51500-4010	TRAVEL & PER DIEM	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
001-30-51500-4522	VEHICLE INSURANCE	290.00	290.00	0.00	305.00	305.00	-15.00
001-30-51500-4930	TRAINING	500.00	500.00	0.00	0.00	0.00	500.00
001-30-51500-4946	LEGAL & RETAIL ADVERTISEMENTS	3,000.00	3,000.00	799.72	4,415.83	4,415.83	-1,415.83
001-30-51500-5110	OFFICE SUPPLIES	150.00	150.00	0.00	0.00	0.00	150.00
001-30-51500-5290	OPERATING SUPPLIES	0.00	0.00	0.00	191.98	191.98	-191.98
001-30-51500-5410	BOOKS, PUBS, SUBS & MEMBS	600.00	600.00	0.00	110.00	110.00	490.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		**241,557.00**	**241,557.00**	**40,915.13**	**211,955.33**	**211,955.33**	**29,601.67**
Activity: 51500 - PLANNING AND ZONING Total:		**241,557.00**	**241,557.00**	**40,915.13**	**211,955.33**	**211,955.33**	**29,601.67**
Activity: 51600 - NON-COURT INFORMATION SYSTEMS							
Department: 16 - CITY CLERK							
001-16-51600-1210	SALARIES	77,595.00	77,595.00	5,819.34	73,646.37	73,646.37	3,948.63
001-16-51600-2110	SOCIAL SECURITY TAXES	4,811.00	4,811.00	360.80	4,566.05	4,566.05	244.95
001-16-51600-2210	RETIREMENT	10,863.00	10,863.00	814.70	10,310.48	10,310.48	552.52
001-16-51600-2310	EMPLOYEE INSURANCE	17,300.00	17,300.00	0.00	12,853.92	12,853.92	4,446.08
001-16-51600-2410	WORKER'S COMPENSATION	100.00	100.00	0.00	68.41	68.41	31.59
001-16-51600-3000	MEDICARE INSURANCE	1,125.00	1,125.00	84.38	1,067.89	1,067.89	57.11
001-16-51600-3100	PROFESSIONAL SERVICES	2,350.00	2,350.00	75.39	900.08	900.08	1,449.92
001-16-51600-4010	TRAVEL & PER DIEM	2,500.00	2,500.00	32.00	3,343.44	3,343.44	-843.44
001-16-51600-4510	NOTARY INSURANCE	150.00	150.00	0.00	0.00	0.00	150.00
001-16-51600-4930	TRAINING	1,700.00	1,700.00	0.00	2,355.00	2,355.00	-655.00
001-16-51600-4946	LEGAL & RETAIL ADVERTISEMENTS	1,000.00	1,000.00	433.20	833.84	833.84	166.16
001-16-51600-5110	OFFICE SUPPLIES	850.00	850.00	0.00	129.79	129.79	720.21
001-16-51600-5290	OPERATING SUPPLIES	1,300.00	1,300.00	0.00	469.57	469.57	830.43
001-16-51600-5410	BOOKS, PUBS, SUBS & MEMBS	800.00	800.00	244.00	789.94	789.94	10.06
001-16-51600-5416	CODIFICATION	3,500.00	3,500.00	0.00	819.00	819.00	2,681.00

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-16-51600-6411	OFFICE EQUIP/FURNITURE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
	Department: 16 - CITY CLERK Total:	**126,944.00**	**126,944.00**	**7,863.81**	**112,153.78**	**112,153.78**	**14,790.22**
	Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:	**126,944.00**	**126,944.00**	**7,863.81**	**112,153.78**	**112,153.78**	**14,790.22**
	Activity: 51610 - INFORMATION TECHNOLOGY						
	Department: 13 - ADMINISTRATIVE SERVICES						
001-13-51610-3100	PROFESSIONAL SERVICES	32,500.00	32,500.00	4,094.60	22,745.80	22,745.80	9,754.20
001-13-51610-4110	TELEPHONE & INTERNET	14,000.00	14,000.00	421.68	12,687.53	12,687.53	1,312.47
001-13-51610-4655	COMPUTER HARDWARE & SOFTWARE...	87,404.00	87,404.00	3,287.99	55,902.03	55,902.03	31,501.97
001-13-51610-4660	COPIER MAINTENANCE	7,900.00	7,900.00	496.24	6,739.37	9,058.14	-1,158.14
001-13-51610-6400	COMPUTER SOFTWARE & EQUIPMENT	42,500.00	42,500.00	0.00	0.00	0.00	42,500.00
	Department: 13 - ADMINISTRATIVE SERVICES Total:	**184,304.00**	**184,304.00**	**8,300.51**	**98,074.73**	**100,393.50**	**83,910.50**
	Activity: 51610 - INFORMATION TECHNOLOGY Total:	**184,304.00**	**184,304.00**	**8,300.51**	**98,074.73**	**100,393.50**	**83,910.50**
	Activity: 51900 - GENERAL GOVERNMENT						
	Department: 99 - NON DEPARTMENTAL						
001-99-51900-4100	POSTAGE & SHIPPING	4,200.00	4,200.00	0.00	3,411.05	3,411.05	788.95
001-99-51900-4520	LIABILITY INSURANCE	56,940.00	69,522.22	0.00	49,149.99	49,149.99	20,372.23
001-99-51900-4990	Bad Debt Expense Water Tax	0.00	0.00	1,162.52	1,162.52	1,162.52	-1,162.52
001-99-51900-5110	OFFICE SUPPLIES	4,000.00	4,000.00	381.69	1,738.36	1,738.36	2,261.64
001-99-51900-5410	BOOKS, PUBS, SUBS & MEMBS	900.00	900.00	0.00	0.00	0.00	900.00
	Department: 99 - NON DEPARTMENTAL Total:	**66,040.00**	**78,622.22**	**1,544.21**	**55,461.92**	**55,461.92**	**23,160.30**
	Activity: 51900 - GENERAL GOVERNMENT Total:	**66,040.00**	**78,622.22**	**1,544.21**	**55,461.92**	**55,461.92**	**23,160.30**
	Activity: 51910 - FACILITIES						
	Department: 50 - PUBLIC WORKS						
001-50-51910-1210	SALARIES	52,293.00	51,653.00	2,656.33	44,556.30	44,556.30	7,096.70
001-50-51910-1310	PART-TIME SALARIES	11,200.00	11,200.00	1,439.33	10,201.80	10,201.80	998.20
001-50-51910-1410	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
001-50-51910-2110	SOCIAL SECURITY TAXES	3,968.00	3,968.00	253.94	3,395.18	3,395.18	572.82
001-50-51910-2210	RETIREMENT	7,391.00	2,391.00	49.24	873.32	873.32	1,517.68
001-50-51910-2310	EMPLOYEE INSURANCE	17,850.00	13,850.00	0.00	13,275.91	13,275.91	574.09
001-50-51910-2410	WORKER'S COMPENSATION	3,490.00	1,490.00	0.00	1,450.52	1,450.52	39.48
001-50-51910-3000	MEDICARE INSURANCE	928.00	928.00	59.38	794.05	794.05	133.95
001-50-51910-3100	PROFESSIONAL SERVICES	20,450.00	15,450.00	1,198.81	10,460.49	12,210.28	3,239.72
001-50-51910-4010	TRAVEL & PER DIEM	500.00	500.00	0.00	0.00	0.00	500.00
001-50-51910-4310	ELECTRICITY	30,000.00	28,000.00	2,769.25	23,349.35	23,349.35	4,650.65
001-50-51910-4320	WATER	12,000.00	12,000.00	666.04	8,530.26	8,530.26	3,469.74
001-50-51910-4330	SOLID WASTE	7,500.00	7,500.00	0.00	2,502.98	2,502.98	4,997.02
001-50-51910-4340	NATURAL GAS	2,500.00	2,500.00	42.85	1,029.23	1,029.23	1,470.77
001-50-51910-4410	EQUIPMENT RENTAL	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
001-50-51910-4521	PROPERTY INSURANCE	18,900.00	32,540.00	0.00	32,246.00	32,246.00	294.00
001-50-51910-4522	VEHICLE INSURANCE	1,050.00	1,050.00	0.00	870.00	870.00	180.00
001-50-51910-4611	BUILDING R & M	20,000.00	20,000.00	299.00	15,319.01	18,089.01	1,910.99
001-50-51910-4612	FURNITURE/EQUIP. R & M	500.00	500.00	0.00	0.00	0.00	500.00
001-50-51910-4615	FENCING AND LANDSCAPING	5,000.00	5,000.00	470.41	2,879.02	2,879.02	2,120.98
001-50-51910-4930	TRAINING	1,000.00	1,000.00	0.00	176.93	176.93	823.07
001-50-51910-5110	OFFICE SUPPLIES	750.00	750.00	0.00	193.21	193.21	556.79
001-50-51910-5210	FUEL, OIL, & LUBRICANTS	5,000.00	7,500.00	455.66	2,399.01	2,399.01	5,100.99
001-50-51910-5220	UNIFORMS	1,000.00	1,500.00	0.00	1,066.60	1,222.95	277.05
001-50-51910-5221	PERSONAL PROTECTIVE EQUIPMENT	1,000.00	1,000.00	0.00	257.11	257.11	742.89
001-50-51910-5230	JANITORIAL SUPPLIES	2,500.00	2,500.00	352.47	2,323.02	2,323.02	176.98
001-50-51910-5231	SEASONAL DECORATIONS	0.00	500.00	0.00	392.52	392.52	107.48
001-50-51910-5260	TOOLS	1,000.00	1,000.00	92.11	515.52	515.52	484.48
001-50-51910-5270	MACHINERY & EQUIPMENT	1,500.00	1,500.00	0.00	715.34	715.34	784.66
001-50-51910-5290	OPERATING SUPPLIES	7,500.00	7,500.00	484.86	3,175.77	3,175.77	4,324.23
001-50-51910-5410	BOOKS, PUBS, SUBS & MEMBS	100.00	100.00	0.00	0.00	0.00	100.00
001-50-51910-6210	BUILDINGS	818,674.00	818,674.00	0.00	175,821.33	637,152.36	181,521.64
	Department: 50 - PUBLIC WORKS Total:	**1,058,044.00**	**1,056,544.00**	**11,289.68**	**358,769.78**	**824,776.95**	**231,767.05**
	Activity: 51910 - FACILITIES Total:	**1,058,044.00**	**1,056,544.00**	**11,289.68**	**358,769.78**	**824,776.95**	**231,767.05**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Activity: 52100 - LAW ENFORCEMENT							
Department: 20 - PUBLIC SAFETY							
001-20-52100-3405	CONTRACT FOR SERVICES	310,788.00	310,788.00	24,927.38	299,174.00	299,174.00	11,614.00
Department: 20 - PUBLIC SAFETY Total:		**310,788.00**	**310,788.00**	**24,927.38**	**299,174.00**	**299,174.00**	**11,614.00**
Activity: 52100 - LAW ENFORCEMENT Total:		**310,788.00**	**310,788.00**	**24,927.38**	**299,174.00**	**299,174.00**	**11,614.00**
Activity: 52200 - FIRE							
Department: 20 - PUBLIC SAFETY							
001-20-52200-3405	CONTRACT FOR SERVICES	1,147,687.00	1,147,687.00	286,921.70	1,147,686.80	1,147,686.80	0.20
001-20-52200-4710	PRINTING & BINDING	0.00	198.00	0.00	198.00	198.00	0.00
Department: 20 - PUBLIC SAFETY Total:		**1,147,687.00**	**1,147,885.00**	**286,921.70**	**1,147,884.80**	**1,147,884.80**	**0.20**
Activity: 52200 - FIRE Total:		**1,147,687.00**	**1,147,885.00**	**286,921.70**	**1,147,884.80**	**1,147,884.80**	**0.20**
Activity: 52400 - CODE COMPLIANCE							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-52400-1210	SALARIES	57,350.00	57,350.00	4,311.92	55,238.37	55,238.37	2,111.63
001-30-52400-2110	SOCIAL SECURITY TAXES	3,556.00	3,556.00	267.34	3,424.86	3,424.86	131.14
001-30-52400-2210	RETIREMENT	8,029.00	8,029.00	312.40	4,740.65	4,740.65	3,288.35
001-30-52400-2310	EMPLOYEE INSURANCE	13,850.00	13,850.00	0.00	10,438.68	10,438.68	3,411.32
001-30-52400-2410	WORKER'S COMPENSATION	710.00	710.00	0.00	1,344.80	1,344.80	-634.80
001-30-52400-3000	MEDICARE INSURANCE	832.00	832.00	62.53	801.01	801.01	30.99
001-30-52400-4010	TRAVEL & PER DIEM	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
001-30-52400-4110	TELEPHONE & INTERNET	500.00	500.00	29.40	323.40	323.40	176.60
001-30-52400-4522	VEHICLE INSURANCE	290.00	290.00	0.00	306.30	306.30	-16.30
001-30-52400-4610	VEHICLE R & M	1,000.00	1,000.00	0.00	882.38	882.38	117.62
001-30-52400-4930	TRAINING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-30-52400-5110	OFFICE SUPPLIES	150.00	150.00	0.00	35.99	35.99	114.01
001-30-52400-5210	FUEL, OIL, & LUBRICANTS	1,300.00	1,300.00	154.08	997.60	997.60	302.40
001-30-52400-5220	UNIFORMS	250.00	250.00	0.00	0.00	0.00	250.00
001-30-52400-5221	PERSONAL PROTECTIVE EQUIPMENT	100.00	100.00	0.00	0.00	0.00	100.00
001-30-52400-5295	OPERATING SUPPLIES/JANITORIAL	150.00	150.00	0.00	28.00	28.00	122.00
001-30-52400-5410	BOOKS, PUBS, SUBS & MEMBS	250.00	250.00	0.00	240.00	240.00	10.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		**90,817.00**	**90,817.00**	**5,137.67**	**78,802.04**	**78,802.04**	**12,014.96**
Activity: 52400 - CODE COMPLIANCE Total:		**90,817.00**	**90,817.00**	**5,137.67**	**78,802.04**	**78,802.04**	**12,014.96**
Activity: 52410 - BUILDING							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-52410-1210	SALARIES	48,185.00	48,185.00	3,601.82	45,756.56	45,756.56	2,428.44
001-30-52410-2110	SOCIAL SECURITY TAXES	2,987.00	2,987.00	223.31	2,836.52	2,836.52	150.48
001-30-52410-2210	RETIREMENT	6,746.00	6,746.00	375.62	4,605.21	4,605.21	2,140.79
001-30-52410-2310	EMPLOYEE INSURANCE	13,580.00	13,580.00	0.00	10,301.06	10,301.06	3,278.94
001-30-52410-2410	WORKER'S COMPENSATION	170.00	170.00	0.00	13.64	13.64	156.36
001-30-52410-3000	MEDICARE INSURANCE	699.00	699.00	52.20	663.20	663.20	35.80
001-30-52410-3100	PROFESSIONAL SERVICES	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00
001-30-52410-4010	TRAVEL & PER DIEM	0.00	0.00	411.38	411.38	411.38	-411.38
001-30-52410-4522	VEHICLE INSURANCE	290.00	290.00	0.00	305.00	305.00	-15.00
001-30-52410-4930	TRAINING	0.00	0.00	0.00	620.00	620.00	-620.00
001-30-52410-4946	LEGAL & RETAIL ADVERTISEMENTS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-30-52410-5410	BOOKS, PUBS, SUBS & MEMBS	0.00	0.00	0.00	502.00	502.00	-502.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		**153,657.00**	**153,657.00**	**4,664.33**	**66,014.57**	**66,014.57**	**87,642.43**
Activity: 52410 - BUILDING Total:		**153,657.00**	**153,657.00**	**4,664.33**	**66,014.57**	**66,014.57**	**87,642.43**
Activity: 53800 - STORMWATER							
Department: 50 - PUBLIC WORKS							
001-50-53800-1210	SALARIES	95,502.00	100,602.00	7,358.65	93,478.11	93,478.11	7,123.89
001-50-53800-1410	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
001-50-53800-2110	SOCIAL SECURITY TAXES	5,952.00	6,352.00	455.40	5,784.14	5,784.14	567.86
001-50-53800-2210	RETIREMENT	13,440.00	8,940.00	614.61	7,843.80	7,843.80	1,096.20
001-50-53800-2310	EMPLOYEE INSURANCE	28,350.00	25,450.00	0.00	21,422.33	21,422.33	4,027.67
001-50-53800-2410	WORKER'S COMPENSATION	4,360.00	6,160.00	0.00	6,114.32	6,114.32	45.68
001-50-53800-3000	MEDICARE INSURANCE	1,392.00	1,492.00	106.55	1,353.21	1,353.21	138.79

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-50-53800-3100	Professional Services	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00
001-50-53800-4010	TRAVEL & PER DIEM	1,000.00	1,000.00	0.00	600.00	718.58	281.42
001-50-53800-4522	VEHICLE INSURANCE	1,050.00	1,050.00	0.00	870.00	870.00	180.00
001-50-53800-4615	FENCING AND LANDSCAPING	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00
001-50-53800-4637	CURBS/GUTTERS/STORM DRAINS R&M	5,500.00	5,500.00	917.97	5,197.48	5,197.48	302.52
001-50-53800-4930	TRAINING	0.00	219.00	0.00	219.00	219.00	0.00
001-50-53800-5220	UNIFORMS	250.00	250.00	0.00	0.00	0.00	250.00
001-50-53800-5295	OPERATING SUPPLIES/JANITORIAL	3,750.00	3,750.00	158.00	821.40	821.40	2,928.60
001-50-53800-5410	BOOKS, PUBS, SUBS & MEMBS	2,500.00	2,500.00	0.00	375.00	375.00	2,125.00
001-50-53800-6310	INFRASTRUCTURE	1,104,703.00	599,918.05	0.00	521,157.37	618,271.59	-18,353.54
	Department: 50 - PUBLIC WORKS Total:	**1,286,749.00**	**782,183.05**	**9,611.18**	**665,236.16**	**762,468.96**	**19,714.09**
	Activity: 53800 - STORMWATER Total:	**1,286,749.00**	**782,183.05**	**9,611.18**	**665,236.16**	**762,468.96**	**19,714.09**
Activity: 54100 - STREETS							
Department: 41 - MAINTENANCE DEPARTMENT							
001-41-54100-5210	FUEL, OIL, & LUBRICANTS	0.00	0.00	0.00	241.87	241.87	-241.87
	Department: 41 - MAINTENANCE DEPARTMENT Total:	**0.00**	**0.00**	**0.00**	**241.87**	**241.87**	**-241.87**
Department: 50 - PUBLIC WORKS							
001-50-54100-1210	SALARIES	95,502.00	100,602.00	7,358.50	93,461.84	93,461.84	7,140.16
001-50-54100-1410	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
001-50-54100-2110	SOCIAL SECURITY TAXES	5,952.00	6,352.00	455.34	5,782.86	5,782.86	569.14
001-50-54100-2210	RETIREMENT	13,440.00	8,940.00	614.51	7,842.68	7,842.68	1,097.32
001-50-54100-2310	EMPLOYEE INSURANCE	28,350.00	25,050.00	0.00	21,437.20	21,437.20	3,612.80
001-50-54100-2410	WORKER'S COMPENSATION	4,360.00	6,360.00	0.00	6,148.63	6,148.63	211.37
001-50-54100-3000	MEDICARE INSURANCE	1,392.00	1,492.00	106.44	1,351.87	1,351.87	140.13
001-50-54100-3100	PROFESSIONAL SERVICES	0.00	5,900.00	0.00	5,625.00	5,625.00	275.00
001-50-54100-4010	TRAVEL & PER DIEM	3,000.00	3,000.00	0.00	155.53	155.53	2,844.47
001-50-54100-4310	ELECTRICITY	60,000.00	60,000.00	4,553.05	50,332.59	50,332.59	9,667.41
001-50-54100-4320	WATER	500.00	500.00	33.35	365.27	365.27	134.73
001-50-54100-4330	Solid Waste	10,000.00	10,000.00	364.58	10,049.62	10,470.80	-470.80
001-50-54100-4410	EQUIPMENT RENTAL	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
001-50-54100-4522	VEHICLE INSURANCE	1,050.00	1,250.00	0.00	1,165.71	1,165.71	84.29
001-50-54100-4610	VEHICLE R & M	4,000.00	4,000.00	894.62	2,491.24	2,491.24	1,508.76
001-50-54100-4615	FENCING AND LANDSCAPING	2,500.00	5,000.00	153.70	4,880.26	4,880.26	119.74
001-50-54100-4623	HEAVY EQUIPMENT R & M	15,000.00	15,000.00	0.00	6,417.74	6,417.74	8,582.26
001-50-54100-4631	STREET REPAVING	61,000.00	66,500.00	160.88	60,672.70	66,005.01	494.99
001-50-54100-4636	TRAFFIC CONTROL/SIGNS R&M	6,000.00	6,000.00	493.99	2,518.52	3,050.68	2,949.32
001-50-54100-4637	CURBS/GUTTERS/STORM DRAINS R&M	10,500.00	5,000.00	0.00	0.00	0.00	5,000.00
001-50-54100-4906	OTHER CHARGES	0.00	130.54	0.00	130.54	130.54	0.00
001-50-54100-4930	TRAINING	1,000.00	1,000.00	0.00	223.29	223.29	776.71
001-50-54100-5110	OFFICE SUPPLIES	100.00	100.00	31.89	31.89	31.89	68.11
001-50-54100-5210	FUEL, OIL, & LUBRICANTS	6,000.00	6,000.00	491.71	3,401.73	3,401.73	2,598.27
001-50-54100-5220	UNIFORMS	700.00	1,500.00	216.01	1,011.84	1,324.55	175.45
001-50-54100-5221	PERSONAL PROTECTIVE EQUIPMENT	750.00	1,000.00	50.00	693.07	693.07	306.93
001-50-54100-5260	TOOLS	2,500.00	2,500.00	0.00	94.05	94.05	2,405.95
001-50-54100-5270	MACHINERY & EQUIPMENT	5,000.00	5,000.00	0.00	1,705.05	1,889.05	3,110.95
001-50-54100-5290	OPERATING SUPPLIES	4,000.00	4,000.00	308.92	4,315.89	5,954.89	-1,954.89
001-50-54100-5410	BOOKS, PUBS, SUBS & MEMBS	500.00	500.00	0.00	407.00	407.00	93.00
001-50-54100-6310	INFRASTRUCTURE	980,863.00	1,209,789.50	3,125.00	1,179,161.54	1,180,318.50	29,471.00
001-50-54100-6410	MACHINERY & EQUIPMENT	300,000.00	300,000.00	0.00	289,430.00	289,430.00	10,570.00
	Department: 50 - PUBLIC WORKS Total:	**1,626,959.00**	**1,865,466.04**	**19,412.49**	**1,761,305.15**	**1,770,883.47**	**94,582.57**
	Activity: 54100 - STREETS Total:	**1,626,959.00**	**1,865,466.04**	**19,412.49**	**1,761,547.02**	**1,771,125.34**	**94,340.70**
Activity: 56200 - ANIMAL CONTROL							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-56200-3410	ANIMAL CONTROL	5,000.00	5,000.00	0.00	4,735.00	4,735.00	265.00
	Department: 30 - COMMUNITY DEVELOPMENT Total:	**5,000.00**	**5,000.00**	**0.00**	**4,735.00**	**4,735.00**	**265.00**
	Activity: 56200 - ANIMAL CONTROL Total:	**5,000.00**	**5,000.00**	**0.00**	**4,735.00**	**4,735.00**	**265.00**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Activity: 57100 - LIBRARY							
Department: 71 - LIBRARY							
001-71-57100-1210	SALARIES	278,192.00	278,192.00	21,049.85	284,250.55	284,250.55	-6,058.55
001-71-57100-1310	SALARIES - PART TIME	47,552.00	47,552.00	3,588.62	37,150.82	37,150.82	10,401.18
001-71-57100-2110	SOCIAL SECURITY TAXES	20,196.00	20,196.00	1,521.38	19,839.64	19,839.64	356.36
001-71-57100-2210	RETIREMENT	38,947.00	38,947.00	2,046.02	28,163.76	28,163.76	10,783.24
001-71-57100-2310	EMPLOYEE INSURANCE	78,223.00	78,223.00	34.00	53,900.29	53,900.29	24,322.71
001-71-57100-2410	WORKER'S COMPENSATION	700.00	700.00	0.00	477.01	477.01	222.99
001-71-57100-3000	MEDICARE INSURANCE	4,723.00	4,723.00	355.81	4,639.99	4,639.99	83.01
001-71-57100-4010	TRAVEL & PER DIEM	1,200.00	1,200.00	0.00	1,338.16	1,338.16	-138.16
001-71-57100-4100	POSTAGE & SHIPPING	1,000.00	1,000.00	0.00	309.69	309.69	690.31
001-71-57100-4612	FURNITURE/EQUIP. R & M	500.00	500.00	496.33	496.33	496.33	3.67
001-71-57100-4710	PRINTING & BINDING	700.00	700.00	0.00	0.00	0.00	700.00
001-71-57100-4925	PROGRAM EXPENSES	1,900.00	1,900.00	0.00	2,073.78	2,073.78	-173.78
001-71-57100-4930	TRAINING	0.00	0.00	0.00	120.00	120.00	-120.00
001-71-57100-5110	OFFICE SUPPLIES	2,700.00	2,700.00	409.82	2,492.73	2,492.73	207.27
001-71-57100-5290	OPERATING SUPPLIES	0.00	0.00	0.00	40.69	40.69	-40.69
001-71-57100-5410	BOOKS, PUBS, SUBS & MEMBS	16,000.00	16,000.00	1,445.78	12,956.11	12,956.11	3,043.89
001-71-57100-5417	LIBRARY E-BOOK LEASES	15,000.00	15,000.00	938.78	13,938.70	13,938.70	1,061.30
001-71-57100-5420	MEMBERSHIPS	1,200.00	1,200.00	0.00	292.00	292.00	908.00
	Department: 71 - LIBRARY Total:	**508,733.00**	**508,733.00**	**31,886.39**	**462,480.25**	**462,480.25**	**46,252.75**
	Activity: 57100 - LIBRARY Total:	**508,733.00**	**508,733.00**	**31,886.39**	**462,480.25**	**462,480.25**	**46,252.75**
Activity: 57200 - PARKS							
Department: 50 - PUBLIC WORKS							
001-50-57200-1210	SALARIES	118,320.00	118,320.00	5,924.60	100,758.17	100,758.17	17,561.83
001-50-57200-1310	PART-TIME SALARIES	26,133.00	26,133.00	3,358.42	23,803.93	23,803.93	2,329.07
001-50-57200-1410	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
001-50-57200-2110	SOCIAL SECURITY TAXES	8,987.00	8,987.00	575.56	7,722.98	7,722.98	1,264.02
001-50-57200-2210	RETIREMENT	16,635.00	14,135.00	98.46	1,860.48	1,860.48	12,274.52
001-50-57200-2310	EMPLOYEE INSURANCE	40,800.00	40,800.00	33.00	30,615.22	30,615.22	10,184.78
001-50-57200-2410	WORKER'S COMPENSATION	8,140.00	8,140.00	0.00	3,384.52	3,384.52	4,755.48
001-50-57200-3000	MEDICARE INSURANCE	2,102.00	2,102.00	134.59	1,805.97	1,805.97	296.03
001-50-57200-3100	PROFESSIONAL SERVICES	100,000.00	100,000.00	0.00	86,283.47	94,792.52	5,207.48
001-50-57200-4010	TRAVEL & PER DIEM	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
001-50-57200-4310	ELECTRICITY	5,500.00	5,500.00	359.04	3,908.95	3,908.95	1,591.05
001-50-57200-4320	WATER	4,000.00	4,000.00	259.49	2,889.35	2,889.35	1,110.65
001-50-57200-4330	SOLID WASTE	500.00	500.00	0.00	254.51	254.51	245.49
001-50-57200-4521	PROPERTY INSURANCE	8,450.00	8,450.00	0.00	7,927.00	7,927.00	523.00
001-50-57200-4522	VEHICLE INSURANCE	1,050.00	1,050.00	0.00	870.00	870.00	180.00
001-50-57200-4611	BUILDING R & M	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00
001-50-57200-4612	FURNITURE/EQUIP. R & M	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-57200-4615	FENCING AND LANDSCAPING	30,000.00	30,000.00	31,663.20	37,732.62	39,532.62	-9,532.62
001-50-57200-5110	OFFICE SUPPLIES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-57200-5210	FUEL, OIL, & LUBRICANTS	6,000.00	6,000.00	455.66	3,241.12	3,241.12	2,758.88
001-50-57200-5231	SEASONAL DECORATIONS	5,000.00	6,000.00	0.00	5,960.00	5,960.00	40.00
001-50-57200-5270	MACHINERY & EQUIPMENT	3,000.00	5,000.00	799.99	3,155.58	3,155.58	1,844.42
001-50-57200-5290	OPERATING SUPPLIES	10,000.00	10,000.00	769.05	4,180.60	4,180.60	5,819.40
001-50-57200-5295	OPERATING SUPPLIES/JANITORIAL	0.00	100.00	0.00	350.34	350.34	-250.34
001-50-57200-5410	BOOKS, PUBS, SUBS & MEMBS	100.00	100.00	0.00	35.00	35.00	65.00
001-50-57200-5741	COMMUNITY EVENTS	15,000.00	15,000.00	0.00	5,329.90	7,733.90	7,266.10
001-50-57200-6310	INFRASTRUCTURE	908,100.00	950,890.88	-21,771.13	106,008.54	117,556.61	833,334.27
001-50-57200-6410	MACHINERY & EQUIPMENT	12,000.00	12,000.00	0.00	10,583.00	10,583.00	1,417.00
	Department: 50 - PUBLIC WORKS Total:	**1,346,817.00**	**1,390,207.88**	**22,659.93**	**448,661.25**	**472,922.37**	**917,285.51**
	Activity: 57200 - PARKS Total:	**1,346,817.00**	**1,390,207.88**	**22,659.93**	**448,661.25**	**472,922.37**	**917,285.51**
Activity: 58100 - INTERFUND TRANSFER							
Department: 99 - NON DEPARTMENTAL							
001-99-58100-7120	LOAN DEBT PRINCIPAL	109,496.00	174,225.70	174,225.70	174,225.70	174,225.70	0.00

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-99-58100-7220	LOAN DEBT INTEREST	200,738.00	172,129.48	86,064.74	172,129.49	172,129.49	-0.01
	Department: 99 - NON DEPARTMENTAL Total:	**310,234.00**	**346,355.18**	**260,290.44**	**346,355.19**	**346,355.19**	**-0.01**
	Activity: 58100 - INTERFUND TRANSFER Total:	**310,234.00**	**346,355.18**	**260,290.44**	**346,355.19**	**346,355.19**	**-0.01**
	Expense Total:	**9,068,555.00**	**8,893,288.37**	**769,909.83**	**6,620,131.70**	**7,221,346.76**	**1,671,941.61**
	Fund: 001 - GENERAL FUND Surplus (Deficit):	**-2,531,521.00**	**-2,356,254.37**	**-479,573.41**	**-1,388,573.82**	**-1,989,788.88**	**-366,465.49**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 101 - DISCRETIONARY SALES SURTAX							
Revenue							
Department: 00 - UNDESIGNATED							
101-00-312600	DISCRETIONARY SALES SURTAXES	500,000.00	500,000.00	53,289.30	514,348.75	514,348.75	-14,348.75
101-00-361100	INTEREST INCOME	50,000.00	50,000.00	10,388.94	123,368.43	123,368.43	-73,368.43
	Department: 00 - UNDESIGNATED Total:	**550,000.00**	**550,000.00**	**63,678.24**	**637,717.18**	**637,717.18**	**-87,717.18**
	Revenue Total:	**550,000.00**	**550,000.00**	**63,678.24**	**637,717.18**	**637,717.18**	**-87,717.18**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense							
Activity: 58100 - INTERFUND TRANSFER							
Department: 99 - NON DEPARTMENTAL							
101-99-58100-9001	INTERFUND TRANSFER	863,238.00	1,144,295.05	0.00	0.00	0.00	1,144,295.05
Department: 99 - NON DEPARTMENTAL Total:		**863,238.00**	**1,144,295.05**	**0.00**	**0.00**	**0.00**	**1,144,295.05**
Activity: 58100 - INTERFUND TRANSFER Total:		**863,238.00**	**1,144,295.05**	**0.00**	**0.00**	**0.00**	**1,144,295.05**
Expense Total:		**863,238.00**	**1,144,295.05**	**0.00**	**0.00**	**0.00**	**1,144,295.05**
Fund: 101 - DISCRETIONARY SALES SURTAX Surplus (Deficit):		**-313,238.00**	**-594,295.05**	**63,678.24**	**637,717.18**	**637,717.18**	**-1,232,012.23**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 410 - WATER/SEWER FUND							
Revenue							
Department: 00 - UNDESIGNATED							
410-00-343310	WATER UTIL REVENUE-OPER INCOME	1,281,000.00	1,281,000.00	109,679.23	1,255,396.41	1,255,396.41	25,603.59
410-00-343320	WATER UTIL - PENALTIES	20,000.00	20,000.00	4,177.45	36,933.90	36,933.90	-16,933.90
410-00-343340	BACKFLOW PREVENTER INSPECTION F...	3,500.00	3,500.00	500.00	7,950.00	7,950.00	-4,450.00
410-00-343351	TURN-ON & CUT-OFF FEES	6,000.00	6,000.00	630.00	6,390.00	6,390.00	-390.00
410-00-343510	SEWER UTIL REV - OPER INCOME	1,806,000.00	1,806,000.00	151,097.03	1,762,494.35	1,762,494.35	43,505.65
410-00-343520	SEWER UTILITY PENALTIES	20,000.00	20,000.00	1,892.11	18,517.99	18,517.99	1,482.01
410-00-343550	SEWER UTIL REVENUE-TAP FEES	0.00	0.00	0.00	2,500.00	2,500.00	-2,500.00
410-00-343611	IMPACT FEES WATER	0.00	0.00	94.50	994.50	994.50	-994.50
410-00-343612	IMPACT FEES SEWER	0.00	0.00	94.50	994.50	994.50	-994.50
410-00-359000	OTHER REVENUE & RETURN CHECKS	200.00	200.00	-217.88	571.84	571.84	-371.84
410-00-361000	INTEREST AND OTHER EARNINGS	100,000.00	100,000.00	20,534.54	243,082.11	243,082.11	-143,082.11
410-00-364400	SALE OF EQUIPMENT	0.00	0.00	0.00	1,740.00	1,740.00	-1,740.00
410-00-369600	LEASE/RENTAL ELEVATED TANK REV	199,000.00	199,000.00	6,173.74	201,178.89	201,178.89	-2,178.89
410-00-369900	MISCELLANEOUS REVENUE - OTHER	0.00	0.00	13,628.00	37,963.06	37,963.06	-37,963.06
410-00-384000	REVENUE FROM OTHER SOURCES	918,564.00	918,564.00	0.00	0.00	0.00	918,564.00
410-00-389200	GRANTS - FEDERAL	373,500.00	373,500.00	0.00	0.00	0.00	373,500.00
410-00-389300	GRANTS AND DONATIONS - STATE	1,000,000.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00
	Department: 00 - UNDESIGNATED Total:	**5,727,764.00**	**5,727,764.00**	**308,283.22**	**3,576,707.55**	**3,576,707.55**	**2,151,056.45**
	Revenue Total:	**5,727,764.00**	**5,727,764.00**	**308,283.22**	**3,576,707.55**	**3,576,707.55**	**2,151,056.45**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense							
Activity: 51700 - DEBT SERVICE PAYMENT							
Department: 99 - NON DEPARTMENTAL							
410-99-51700-7220	SRF LOAN INTEREST	0.00	0.00	1,253.20	2,850.90	2,850.90	-2,850.90
Department: 99 - NON DEPARTMENTAL Total:		**0.00**	**0.00**	**1,253.20**	**2,850.90**	**2,850.90**	**-2,850.90**
Activity: 51700 - DEBT SERVICE PAYMENT Total:		**0.00**	**0.00**	**1,253.20**	**2,850.90**	**2,850.90**	**-2,850.90**
Activity: 53300 - WATER							
Department: 50 - PUBLIC WORKS							
410-50-53300-1210	SALARIES	112,553.00	112,553.00	8,520.07	109,235.78	109,235.78	3,317.22
410-50-53300-2110	SOCIAL SECURITY TAXES	6,978.00	6,978.00	527.90	6,811.46	6,811.46	166.54
410-50-53300-2210	RETIREMENT	15,757.00	15,757.00	840.51	9,959.48	9,959.48	5,797.52
410-50-53300-2310	EMPLOYEE INSURANCE	27,555.00	27,555.00	0.00	20,758.83	20,758.83	6,796.17
410-50-53300-2410	WORKER'S COMPENSATION	145.00	145.00	0.00	81.76	81.76	63.24
410-50-53300-3000	MEDICARE INSURANCE	1,632.00	1,632.00	123.46	1,593.17	1,593.17	38.83
410-50-53300-3100	PROFESSIONAL SERVICES	148,543.00	148,543.00	5,368.75	109,962.59	197,179.18	-48,636.18
410-50-53300-3150	ENGINEERING, CONSULTING SERVICES	15,000.00	15,000.00	0.00	6,374.36	6,374.36	8,625.64
410-50-53300-3210	ACCOUNTING AND AUDITING	11,700.00	11,700.00	0.00	12,261.25	12,261.25	-561.25
410-50-53300-3405	CONTRACT FOR SERVICES	850,000.00	850,000.00	0.00	805,837.00	805,837.00	44,163.00
410-50-53300-4010	TRAVEL & PER DIEM	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
410-50-53300-4100	POSTAGE & SHIPPING	5,500.00	5,500.00	425.77	4,509.97	4,509.97	990.03
410-50-53300-4110	TELEPHONE & INTERNET	6,200.00	6,200.00	398.97	3,989.54	4,170.46	2,029.54
410-50-53300-4310	ELECTRICITY	0.00	0.00	5,179.66	5,180.66	5,180.66	-5,180.66
410-50-53300-4521	PROPERTY INSURANCE	35,250.00	35,250.00	0.00	32,684.00	32,684.00	2,566.00
410-50-53300-4613	GROUNDS MAINTENANCE	20,000.00	20,000.00	0.00	7,500.00	13,948.13	6,051.87
410-50-53300-4617	WATER SYSTEMS MAINTENANCE	80,600.00	80,600.00	530.82	32,184.33	34,684.33	45,915.67
410-50-53300-4644	ELEVATED TANKS MAINTENANCE CO...	70,000.00	70,000.00	0.00	53,250.00	71,000.00	-1,000.00
410-50-53300-4650	COMPUTER OPERATIONS AND MAINT...	24,130.00	24,130.00	1,047.30	5,958.71	5,958.71	18,171.29
410-50-53300-4710	PRINTING & BINDING	3,500.00	3,500.00	144.28	2,912.42	2,912.42	587.58
410-50-53300-4905	OPERATING PERMITS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
410-50-53300-4906	OTHER CHARGES	1,500.00	1,500.00	245.46	2,373.51	2,373.51	-873.51
410-50-53300-4915	CREDIT CARD PROCESSING FEES	23,000.00	23,000.00	1,270.83	21,336.35	21,336.35	1,663.65
410-50-53300-4930	TRAINING	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
410-50-53300-4990	BAD DEBT EXPENSE	0.00	0.00	-0.06	-0.06	-0.06	0.06
410-50-53300-5270	MACHINERY & EQUIPMENT	50,000.00	50,000.00	0.00	41,695.46	41,695.46	8,304.54
410-50-53300-5290	OPERATING SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00
410-50-53300-5410	BOOKS, PUBS, SUBS & MEMBS	1,500.00	1,500.00	0.00	1,201.54	1,201.54	298.46
410-50-53300-6210	BUILDINGS	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00
410-50-53300-6310	INFRASTRUCTURE	1,041,150.00	1,041,150.00	0.00	289,961.34	297,744.60	743,405.40
410-50-53300-6410	MACHINERY & EQUIPMENT	88,000.00	88,000.00	2,831.41	4,083.69	5,101.91	82,898.09
Department: 50 - PUBLIC WORKS Total:		**2,660,693.00**	**2,660,693.00**	**27,455.13**	**1,591,697.14**	**1,714,594.26**	**946,098.74**
Activity: 53300 - WATER Total:		**2,660,693.00**	**2,660,693.00**	**27,455.13**	**1,591,697.14**	**1,714,594.26**	**946,098.74**
Activity: 53500 - SEWER							
Department: 50 - PUBLIC WORKS							
410-50-53500-1210	SALARIES	112,553.00	112,553.00	8,519.93	109,234.03	109,234.03	3,318.97
410-50-53500-2110	SOCIAL SECURITY TAXES	6,978.00	6,978.00	527.79	6,810.32	6,810.32	167.68
410-50-53500-2210	RETIREMENT	15,757.00	15,757.00	840.40	9,957.79	9,957.79	5,799.21
410-50-53500-2310	EMPLOYEE INSURANCE	27,555.00	27,555.00	0.00	20,758.81	20,758.81	6,796.19
410-50-53500-2410	WORKER'S COMPENSATION	145.00	145.00	0.00	81.76	81.76	63.24
410-50-53500-3000	MEDICARE INSURANCE	1,632.00	1,632.00	123.42	1,592.46	1,592.46	39.54
410-50-53500-3100	PROFESSIONAL SERVICES	0.00	0.00	0.00	558.25	558.25	-558.25
410-50-53500-3150	ENGINEERING, CONSULT. SERVICES & ...	15,000.00	15,000.00	0.00	11,464.39	25,924.39	-10,924.39
410-50-53500-3210	ACCOUNTING AND AUDITING	11,700.00	11,700.00	0.00	12,261.25	12,261.25	-561.25
410-50-53500-3405	CONTRACT FOR SERVICES	850,000.00	850,000.00	0.00	805,837.07	805,837.07	44,162.93
410-50-53500-4010	TRAVEL & PER DIEM	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
410-50-53500-4100	POSTAGE & SHIPPING	5,500.00	5,500.00	425.77	4,368.90	4,368.90	1,131.10
410-50-53500-4110	TELEPHONE & INTERNET	3,800.00	3,800.00	191.94	2,346.30	2,527.22	1,272.78
410-50-53500-4320	WATER	37,000.00	37,000.00	5,059.35	39,289.10	39,289.10	-2,289.10
410-50-53500-4400	SPRAYFIELD RENTAL	14,215.00	14,215.00	0.00	21,205.45	21,205.45	-6,990.45

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
410-50-53500-4521	PROPERTY INSURANCE	39,100.00	39,100.00	0.00	37,308.00	37,308.00	1,792.00
410-50-53500-4611	BUILDING R & M	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00
410-50-53500-4618	SEWER SYSTEMS MAINTENANCE	87,500.00	87,500.00	36,222.18	147,243.53	149,608.00	-62,108.00
410-50-53500-4650	COMPUTER OPERATIONS AND MAINT...	24,130.00	24,130.00	1,047.30	5,958.71	5,958.71	18,171.29
410-50-53500-4710	PRINTING & BINDING	2,500.00	2,500.00	144.29	2,243.61	2,243.61	256.39
410-50-53500-4905	WTP/STP OPERATING PERMITS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
410-50-53500-4906	OTHER CHARGES	2,000.00	2,000.00	340.46	1,372.06	1,372.06	627.94
410-50-53500-4915	CREDIT CARD PROCESSING FEES	23,000.00	23,000.00	1,270.83	18,584.29	18,584.29	4,415.71
410-50-53500-4930	TRAINING	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
410-50-53500-4990	Bad Debt Expense Sewer	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
410-50-53500-5290	OPERATING SUPPLIES	500.00	500.00	0.00	295.00	295.00	205.00
410-50-53500-5410	BOOKS, PUBS, SUBS & MEMBS	1,500.00	1,500.00	0.00	1,201.55	1,201.55	298.45
410-50-53500-6310	INFRASTRUCTURE	1,284,789.00	1,284,789.00	10.00	75,004.05	168,484.33	1,116,304.67
410-50-53500-6410	MACHINERY & EQUIPMENT	136,000.00	136,000.00	1,858.64	51,916.83	51,916.83	84,083.17
	Department: 50 - PUBLIC WORKS Total:	**2,716,354.00**	**2,716,354.00**	**56,582.30**	**1,386,893.51**	**1,497,379.18**	**1,218,974.82**
	Activity: 53500 - SEWER Total:	**2,716,354.00**	**2,716,354.00**	**56,582.30**	**1,386,893.51**	**1,497,379.18**	**1,218,974.82**
Activity: 58100 - INTERFUND TRANSFER							
Department: 99 - NON DEPARTMENTAL							
410-99-58100-7120	SRF - LOAN PRINCIPAL	138,000.00	138,000.00	0.00	0.00	0.00	138,000.00
410-99-58100-7220	SRF LOAN INTEREST	9,800.00	9,800.00	0.00	0.00	0.00	9,800.00
410-99-58100-9001	INTERFUND TRANSFER	79,854.00	79,854.00	0.00	79,854.00	79,854.00	0.00
	Department: 99 - NON DEPARTMENTAL Total:	**227,654.00**	**227,654.00**	**0.00**	**79,854.00**	**79,854.00**	**147,800.00**
	Activity: 58100 - INTERFUND TRANSFER Total:	**227,654.00**	**227,654.00**	**0.00**	**79,854.00**	**79,854.00**	**147,800.00**
	Expense Total:	**5,604,701.00**	**5,604,701.00**	**85,290.63**	**3,061,295.55**	**3,294,678.34**	**2,310,022.66**
	Fund: 410 - WATER/SEWER FUND Surplus (Deficit):	**123,063.00**	**123,063.00**	**222,992.59**	**515,412.00**	**282,029.21**	**-158,966.21**
	Report Surplus (Deficit):	**-2,721,696.00**	**-2,827,486.42**	**-192,902.58**	**-235,444.64**	**-1,070,042.49**	

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	290,336.42	5,231,557.88	5,231,557.88	1,305,476.12
Revenue Total:	**6,537,034.00**	**6,537,034.00**	**290,336.42**	**5,231,557.88**	**5,231,557.88**	**1,305,476.12**

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 51100 - LEGISLATIVE						
11 - MAYOR AND CITY COUNCIL	67,247.00	67,247.00	4,674.58	50,760.96	51,160.96	16,086.04
Activity: 51100 - LEGISLATIVE Total:	**67,247.00**	**67,247.00**	**4,674.58**	**50,760.96**	**51,160.96**	**16,086.04**
Activity: 51200 - EXECUTIVE						
12 - CITY MANAGER	254,364.00	254,364.00	16,899.11	229,459.98	229,870.32	24,493.68
Activity: 51200 - EXECUTIVE Total:	**254,364.00**	**254,364.00**	**16,899.11**	**229,459.98**	**229,870.32**	**24,493.68**
Activity: 51300 - FINANCE						
13 - ADMINISTRATIVE SERVICES	134,534.00	134,534.00	6,828.83	116,058.17	117,064.71	17,469.29
Activity: 51300 - FINANCE Total:	**134,534.00**	**134,534.00**	**6,828.83**	**116,058.17**	**117,064.71**	**17,469.29**
Activity: 51310 - HUMAN RESOURCES						
13 - ADMINISTRATIVE SERVICES	83,080.00	83,080.00	1,342.96	57,547.78	57,547.78	25,532.22
Activity: 51310 - HUMAN RESOURCES Total:	**83,080.00**	**83,080.00**	**1,342.96**	**57,547.78**	**57,547.78**	**25,532.22**
Activity: 51400 - LEGAL						
14 - CITY ATTORNEY	65,000.00	65,000.00	4,739.50	48,998.99	48,998.99	16,001.01
Activity: 51400 - LEGAL Total:	**65,000.00**	**65,000.00**	**4,739.50**	**48,998.99**	**48,998.99**	**16,001.01**
Activity: 51500 - PLANNING AND ZONING						
30 - COMMUNITY DEVELOPMENT	241,557.00	241,557.00	40,915.13	211,955.33	211,955.33	29,601.67
Activity: 51500 - PLANNING AND ZONING Total:	**241,557.00**	**241,557.00**	**40,915.13**	**211,955.33**	**211,955.33**	**29,601.67**
Activity: 51600 - NON-COURT INFORMATION SYSTEMS						
16 - CITY CLERK	126,944.00	126,944.00	7,863.81	112,153.78	112,153.78	14,790.22
Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:	**126,944.00**	**126,944.00**	**7,863.81**	**112,153.78**	**112,153.78**	**14,790.22**
Activity: 51610 - INFORMATION TECHNOLOGY						
13 - ADMINISTRATIVE SERVICES	184,304.00	184,304.00	8,300.51	98,074.73	100,393.50	83,910.50
Activity: 51610 - INFORMATION TECHNOLOGY Total:	**184,304.00**	**184,304.00**	**8,300.51**	**98,074.73**	**100,393.50**	**83,910.50**
Activity: 51900 - GENERAL GOVERNMENT						
99 - NON DEPARTMENTAL	66,040.00	78,622.22	1,544.21	55,461.92	55,461.92	23,160.30
Activity: 51900 - GENERAL GOVERNMENT Total:	**66,040.00**	**78,622.22**	**1,544.21**	**55,461.92**	**55,461.92**	**23,160.30**
Activity: 51910 - FACILITIES						
50 - PUBLIC WORKS	1,058,044.00	1,056,544.00	11,289.68	358,769.78	824,776.95	231,767.05
Activity: 51910 - FACILITIES Total:	**1,058,044.00**	**1,056,544.00**	**11,289.68**	**358,769.78**	**824,776.95**	**231,767.05**
Activity: 52100 - LAW ENFORCEMENT						
20 - PUBLIC SAFETY	310,788.00	310,788.00	24,927.38	299,174.00	299,174.00	11,614.00
Activity: 52100 - LAW ENFORCEMENT Total:	**310,788.00**	**310,788.00**	**24,927.38**	**299,174.00**	**299,174.00**	**11,614.00**
Activity: 52200 - FIRE						
20 - PUBLIC SAFETY	1,147,687.00	1,147,885.00	286,921.70	1,147,884.80	1,147,884.80	0.20
Activity: 52200 - FIRE Total:	**1,147,687.00**	**1,147,885.00**	**286,921.70**	**1,147,884.80**	**1,147,884.80**	**0.20**
Activity: 52400 - CODE COMPLIANCE						
30 - COMMUNITY DEVELOPMENT	90,817.00	90,817.00	5,137.67	78,802.04	78,802.04	12,014.96
Activity: 52400 - CODE COMPLIANCE Total:	**90,817.00**	**90,817.00**	**5,137.67**	**78,802.04**	**78,802.04**	**12,014.96**
Activity: 52410 - BUILDING						
30 - COMMUNITY DEVELOPMENT	153,657.00	153,657.00	4,664.33	66,014.57	66,014.57	87,642.43
Activity: 52410 - BUILDING Total:	**153,657.00**	**153,657.00**	**4,664.33**	**66,014.57**	**66,014.57**	**87,642.43**
Activity: 53800 - STORMWATER						
50 - PUBLIC WORKS	1,286,749.00	782,183.05	9,611.18	665,236.16	762,468.96	19,714.09
Activity: 53800 - STORMWATER Total:	**1,286,749.00**	**782,183.05**	**9,611.18**	**665,236.16**	**762,468.96**	**19,714.09**
Activity: 54100 - STREETS						
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	19,412.49	1,761,305.15	1,770,883.47	94,582.57
Activity: 54100 - STREETS Total:	**1,626,959.00**	**1,865,466.04**	**19,412.49**	**1,761,547.02**	**1,771,125.34**	**94,340.70**
Activity: 56200 - ANIMAL CONTROL						
30 - COMMUNITY DEVELOPMENT	5,000.00	5,000.00	0.00	4,735.00	4,735.00	265.00
Activity: 56200 - ANIMAL CONTROL Total:	**5,000.00**	**5,000.00**	**0.00**	**4,735.00**	**4,735.00**	**265.00**

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Activity: 57100 - LIBRARY						
71 - LIBRARY	508,733.00	508,733.00	31,886.39	462,480.25	462,480.25	46,252.75
Activity: 57100 - LIBRARY Total:	**508,733.00**	**508,733.00**	**31,886.39**	**462,480.25**	**462,480.25**	**46,252.75**
Activity: 57200 - PARKS						
50 - PUBLIC WORKS	1,346,817.00	1,390,207.88	22,659.93	448,661.25	472,922.37	917,285.51
Activity: 57200 - PARKS Total:	**1,346,817.00**	**1,390,207.88**	**22,659.93**	**448,661.25**	**472,922.37**	**917,285.51**
Activity: 58100 - INTERFUND TRANSFER						
99 - NON DEPARTMENTAL	310,234.00	346,355.18	260,290.44	346,355.19	346,355.19	-0.01
Activity: 58100 - INTERFUND TRANSFER Total:	**310,234.00**	**346,355.18**	**260,290.44**	**346,355.19**	**346,355.19**	**-0.01**
Expense Total:	**9,068,555.00**	**8,893,288.37**	**769,909.83**	**6,620,131.70**	**7,221,346.76**	**1,671,941.61**
Fund: 001 - GENERAL FUND Surplus (Deficit):	**-2,531,521.00**	**-2,356,254.37**	**-479,573.41**	**-1,388,573.82**	**-1,989,788.88**	**-366,465.49**

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 101 - DISCRETIONARY SALES SURTAX						
Revenue						
00 - UNDESIGNATED	550,000.00	550,000.00	63,678.24	637,717.18	637,717.18	-87,717.18
Revenue Total:	**550,000.00**	**550,000.00**	**63,678.24**	**637,717.18**	**637,717.18**	**-87,717.18**

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 58100 - INTERFUND TRANSFER						
99 - NON DEPARTMENTAL	863,238.00	1,144,295.05	0.00	0.00	0.00	1,144,295.05
Activity: 58100 - INTERFUND TRANSFER Total:	**863,238.00**	**1,144,295.05**	**0.00**	**0.00**	**0.00**	**1,144,295.05**
Expense Total:	**863,238.00**	**1,144,295.05**	**0.00**	**0.00**	**0.00**	**1,144,295.05**
Fund: 101 - DISCRETIONARY SALES SURTAX Surplus (Deficit):	**-313,238.00**	**-594,295.05**	**63,678.24**	**637,717.18**	**637,717.18**	**-1,232,012.23**

Department		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 410 - WATER/SEWER FUND							
Revenue							
00 - UNDESIGNATED		5,727,764.00	5,727,764.00	308,283.22	3,576,707.55	3,576,707.55	2,151,056.45
	Revenue Total:	**5,727,764.00**	**5,727,764.00**	**308,283.22**	**3,576,707.55**	**3,576,707.55**	**2,151,056.45**

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 51700 - DEBT SERVICE PAYMENT						
99 - NON DEPARTMENTAL	0.00	0.00	1,253.20	2,850.90	2,850.90	-2,850.90
Activity: 51700 - DEBT SERVICE PAYMENT Total:	**0.00**	**0.00**	**1,253.20**	**2,850.90**	**2,850.90**	**-2,850.90**
Activity: 53300 - WATER						
50 - PUBLIC WORKS	2,660,693.00	2,660,693.00	27,455.13	1,591,697.14	1,714,594.26	946,098.74
Activity: 53300 - WATER Total:	**2,660,693.00**	**2,660,693.00**	**27,455.13**	**1,591,697.14**	**1,714,594.26**	**946,098.74**
Activity: 53500 - SEWER						
50 - PUBLIC WORKS	2,716,354.00	2,716,354.00	56,582.30	1,386,893.51	1,497,379.18	1,218,974.82
Activity: 53500 - SEWER Total:	**2,716,354.00**	**2,716,354.00**	**56,582.30**	**1,386,893.51**	**1,497,379.18**	**1,218,974.82**
Activity: 58100 - INTERFUND TRANSFER						
99 - NON DEPARTMENTAL	227,654.00	227,654.00	0.00	79,854.00	79,854.00	147,800.00
Activity: 58100 - INTERFUND TRANSFER Total:	**227,654.00**	**227,654.00**	**0.00**	**79,854.00**	**79,854.00**	**147,800.00**
Expense Total:	**5,604,701.00**	**5,604,701.00**	**85,290.63**	**3,061,295.55**	**3,294,678.34**	**2,310,022.66**
Fund: 410 - WATER/SEWER FUND Surplus (Deficit):	**123,063.00**	**123,063.00**	**222,992.59**	**515,412.00**	**282,029.21**	**-158,966.21**
Total Surplus (Deficit):	**-2,721,696.00**	**-2,827,486.42**	**-192,902.58**	**-235,444.64**	**-1,070,042.49**	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001 - GENERAL FUND	-2,531,521.00	-2,356,254.37	-479,573.41	-1,388,573.82	-1,989,788.88	-366,465.49
101 - DISCRETIONARY SALES ...	-313,238.00	-594,295.05	63,678.24	637,717.18	637,717.18	-1,232,012.23
410 - WATER/SEWER FUND	123,063.00	123,063.00	222,992.59	515,412.00	282,029.21	-158,966.21
Total Surplus (Deficit):	**-2,721,696.00**	**-2,827,486.42**	**-192,902.58**	**-235,444.64**	**-1,070,042.49**	

Public Works Report October 2025

Streets and Stormwater Division:

- Swept all routes.
- Pothole Patched throughout Byrn Mawr Area
- Started Quarterly Maintenance of all Vehicles.
- Began bimonthly vehicle cleaning program and all vehicles were cleaned.
- Repairs were completed on Unit 10 F150, Backhoe Repairs ongoing, mini excavator was repaired, dump truck repaired, and infrared patching machine was repaired as well as Hustler Mower.
- Cleaned catch basins throughout the city.
- Fire Department responded to two trees down on Christobal Road in Brian Circle and Crews later went back to cut up and remove.
- Mowed and trimmed back limbs on right of ways including Rays Pond, Oleander, Misty Water Ditch, Town Lane, Mrs. Ridges, Mary Esther Blvd, and Shrewsbury.

Parks and Facilities Division

- Mowed all Parks and Facilities
- 75% completed with cleaning back fence of Azalea.
- Repaired irrigation at Community Garden
- Worked on rubber removal of Azalea to be used later for fall protection.
- Continued Demolition of Ballfield fencing at Springdale and removed dug out at Community Garden. Began working on bleacher demolition.
- Installed pre-emergent at City Hall, New City Hall, N Bryn Mawr, and winter fertilizers at each including library field.
- Pressure washed City Hall.
- Pressure washed Oak Tree Nature Park Pavilion and North Bryn Mawr Pavilion
- Ordered dumpster locks for Library and Public Works to keep out bear.
- Removed fence behind dugout behind first base at Bryn Mawr as it was not.

Director

- Conducted 2nd walk through inspection with engineer at Rays Pond
- Met with Engineer on Oak Tree Nature Park Bridges and Cemetery Design
- Executed task order with CPH for Azalea Park Design. I reviewed drawings of fire pit and in process of making some changes.

- Sent in executed contract with Webber to begin State Highway Maintenance in November. Also requested a 4-day work crew from State Corrections to help with the initial work that needs to be done on Highway 98.
- Filling in for the absence of Street Superintendent and Parks Superintendent.
- Reviewed plans for New City Hall Sidewalks and curb replacements.
- Conducted interviews for several candidates for Parks Superintendent
- Worked on easements for Azalea and Caswell Circle.
- Conducted Sediment and Erosion Control Inspections at Sanat Rosa Mall Demolition.
- Had trees were removed at library that were dying as well as one in Azalea Park.
- Met with FPL about generator programs.
- Worked on Paving and Sealcoating plans for 2026.
- Staff attended demonstration of an Autonomous Mower at N Bryn Mawr and Shrewsbury Ditch.

Mary Esther Public Library Report for Council

September 2025

Month-Year	Total Circulation	Library Visits	Registered Users	PC Use	Wifi logins
Nov-24	3712	1711	2668	219	115
Dec 24	3091	1820	2670	115	83
Jan 25	4159	1846	2682	217	121
Feb 25	3850	2085	2692	306	139
Mar 25	4771	2448	2693	284	153
April	4280	2310	2721	250	184
May	4673	2331	2706	266	177
June	4903	2863	2711	267	154
July	4956	2845	2745	333	246
August	4762	2436	2744	276	267
Sept	4797	2453	2778	291	216

September Programming Snapshot:

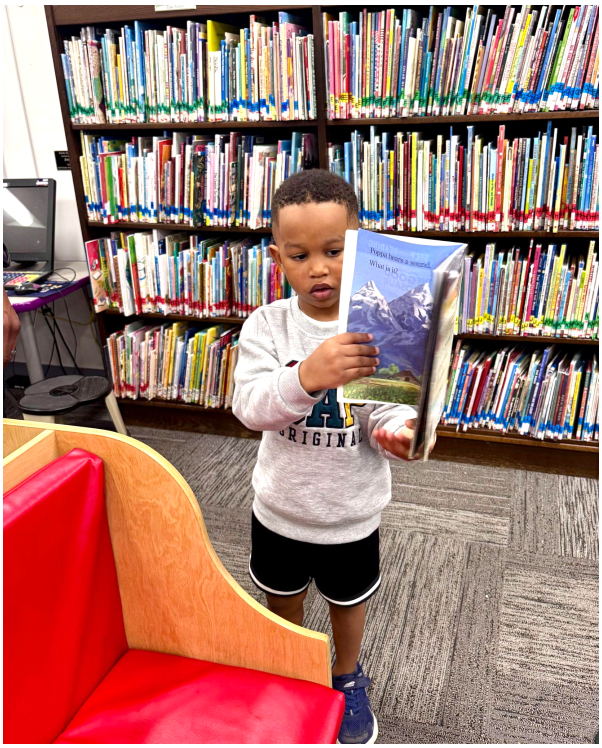
Baby Storytime: 88 Preschool Storytime: 27 Lego Club: 16 Outreach at Youth Village: 44	Shorebird Scavenger Hunt: 51 It's A Mystery = 11 Adult Coloring = 4 All About Books = 8 Show and Tell Book Club: 7 Afterschool Open House: 16 Tech Help Workshop & 1-on-1s: 24

Movie Matinee: 16 LoveCrafts- 11 adults STEAM Kids- 8 Puzzles and Puzzle Exchange: 25	

A Continued Renewal

We have been making this library pop with new furniture and color and decor. The kids' window needed an update, so we selected a great curtain and we plan to expand shelving in our much-loved and oft-used Picture Book corner!


BOOKS





Farewell to Ms Jessica

Ms. Jessica gave the city and the library more than 5 years of excellence. We will miss her heartily. She helped us build and sustain wonderful children's programs! We wish her the best in her next chapter!



Gardening in Small Spaces

Gardening is a beloved hobby here in Mary Esther and Okaloosa County. One of our most important strategic goals is to offer resources to our residents for lifelong learning and enjoyment. In other words, we support residents' hobbies and personal enrichment.

One of our patrons named Sue lives on the Santa Rosa Sound, and recently she has become enamoured with gardening, particularly in small spaces such as her boat. With limited gardening background and space, she began an impressive collection of plants.



Since she had made such a great start, she wanted credible, reliable information, so she turned to her friendly library.

She visited the Mary Esther Library and began checking out books on gardening, focusing on techniques for small spaces and alternative growing methods. The information she found was exactly what she needed. Guided by practical tips and clear explanations, Sue implemented the techniques from our library books, including vertical planters along the railing, repurposed containers for herbs, and even planted new plants for her herbal medicine section.

The books didn't just teach her how to garden—they helped her build a thriving, sustainable lifestyle on the water. She has visited several times since her initial visit, and she plans to even join the Mary Esther Community Garden as well!



Look how great her garden is flourishing! All thanks to her own ingenuity and curiosity (and a little library inspiration).



Our Amazing Volunteers Sustain Us

At Mary Esther, we are incredibly fortunate to have so many wonderful volunteers.

Our volunteers generously dedicate their time and energy to help keep our library organized. Every day of the week, these marvelous workers spend time shelving books, shifting collections, cleaning the bookcases and shelves, and maintaining call number order (what we call ”reading the shelves” in the library world). Their attention to detail and commitment to community service are exemplary. Our volunteers make such a difference in our city and library, and we are truly grateful for them.

We have a few pictured below, but there are many many supporters behind the scenes and on the scene, and we owe our success to them and to all those who help us!







Trunk or Treat Preparation!

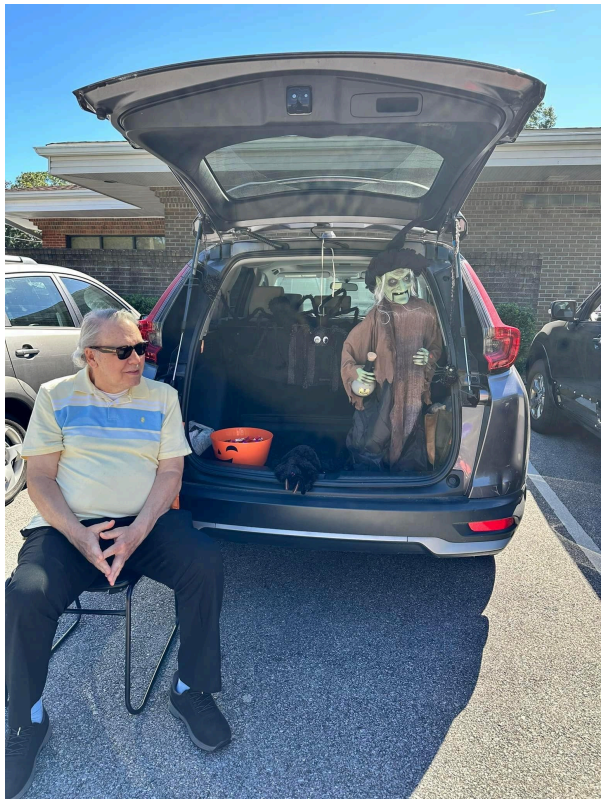
This annual event takes incredible preparation, particularly as we are without the Coordinator of the event. However, the staff and volunteers banded together and devised a plan.

We created new signs for promotion, and displayed them in the park and on the library fence. We met several times to plan for the Candy, Snacks, Games, Pumpkin Decorating, Trailmix Making, Stilt Walker named Betty LONGLEGS, Costumes, Cooling Stations (Ghouling stations), Hayrides, Music from a DJ, Laughter, and so much more.

This event calls for all-hands-on-deck, and we appreciate our City of MYE and Friends of the Library partners for being so helpful.

One of our amazing employees drew a map which we used to prepare for the event.

The whole process has been an absolute adventure and next month, we will post pictures of the 2025 edition!



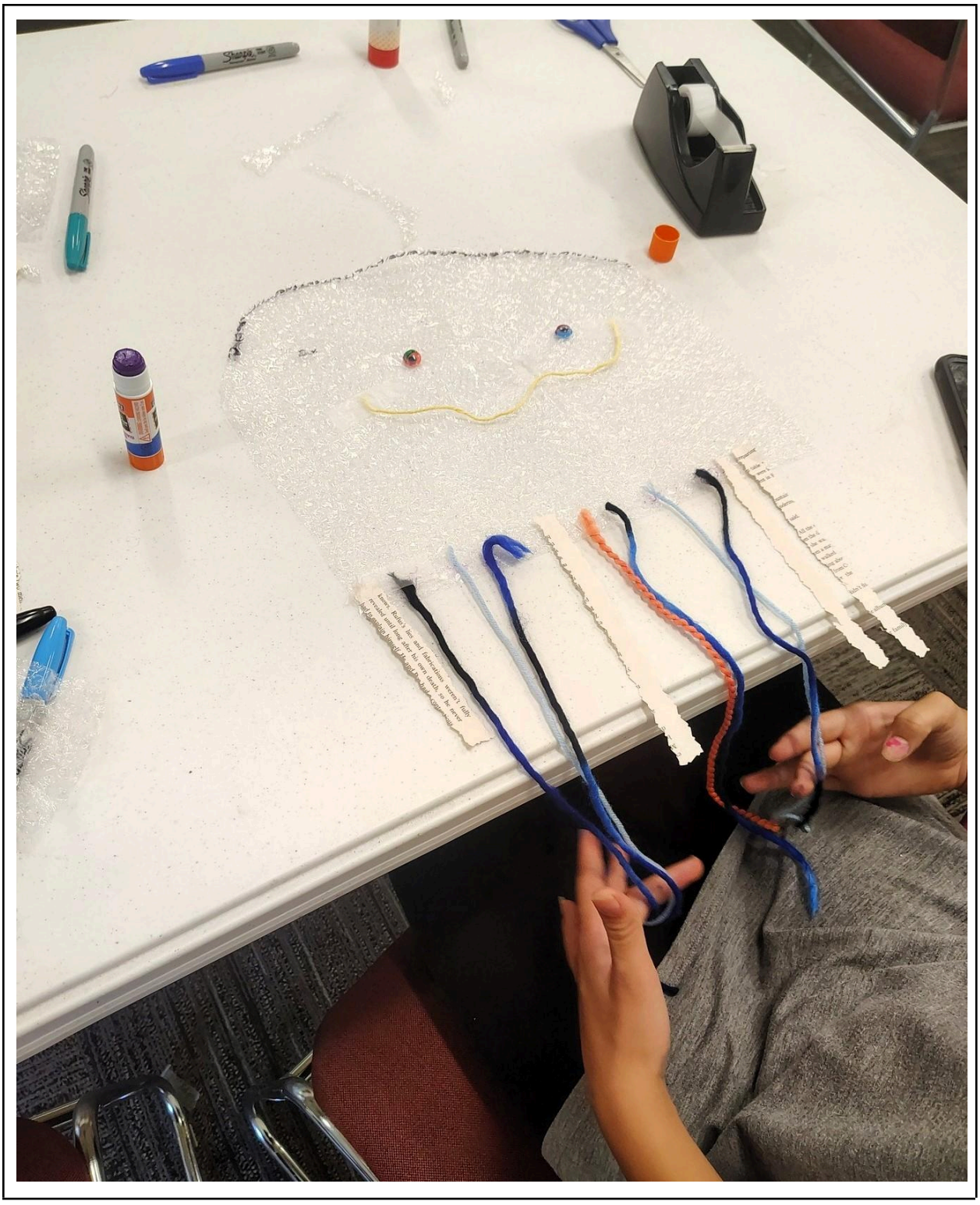






STEAM Continues to Cook

The kids in the program continue to engage with and enjoy the lessons, activities, and experiences in STEAM Kids.







OCPLC Governing Board

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

Ocean City-Wright Fire Control District

October 16, 2025

TO: Honorable Mayor and Council Members, City of Mary Esther
RE: Monthly Report, Fire Department, September 19th – October 16th, 2025

Honorable Mayor and City Council Members,

I'm pleased to provide this month's update on recent developments within the Ocean City Wright Fire Control District. October was a month full of progress, outreach, and continued advancement toward our strategic priorities.

Firefighter Hiring Process
We recently launched our firefighter hiring process to fill current vacancies. The application period closed on October 10th, and we're pleased with the strength of the candidate pool. Our Human Resources Manager, Jennifer Rimes, is now coordinating interviews and background evaluations as we move forward in selecting the best candidates for the role.

Legislative Engagement
I had the opportunity to meet with Representative Patt Maney, along with three other south-county fire chiefs, to discuss potential changes to the ad valorem property tax structure. Representative Maney serves on the review committee examining how such changes could affect local governments. We appreciated his openness and the opportunity to provide input on how these policies may impact fire protection and emergency response.

Fire Prevention Week Outreach
Throughout October, our Prevention Division and shift crews visited nearly all schools and daycares across the district and the City of Mary Esther as part of Fire Prevention Week. This year's theme, *"Charge into Fire Safety"*, focused on lithium-ion battery safety. These outreach efforts continue our strong tradition of community education and proactive prevention.

Retirement Announcement – Battalion Chief Paul Smith
Battalion Chief Paul Smith has announced his retirement, effective January 13, 2026. Chief Smith has made tremendous contributions throughout his career, and while his leadership will be deeply missed, we fully support his decision to focus on family and enjoy this next chapter. His example reflects the kind of balance that makes our organization a premier employer in the fire service.

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

Battalion Chief Promotional Process
In preparation for Chief Smith's retirement, Deputy Chief Brad Sasser and HR Manager Jennifer Rimes are coordinating the most comprehensive Battalion Chief promotional assessment in our district's history. With several strong internal candidates, this rigorous process will ensure we select the most qualified and mission-driven leader to carry the organization forward.

Wearable Video Cameras for Evaluation & Training
We have begun the purchase and deployment of wearable video cameras for our chief and company officers to record incident responses. These recordings will be used for after-action reviews and training, improving our learning process and operational performance. To ensure full legal and privacy compliance, especially regarding patient information and records retention, we have developed a Standard Operating Guideline (SOG) that governs proper use, storage, and access.

Professional Development & Statewide Collaboration
Chiefs Sasser, Good, and Williams recently completed the Certified District Manager (CDM) Course through the Florida Association of Special Districts (FASD). I also attended the FASD Quarterly Meeting, which included valuable educational sessions on district investment statutes, cybersecurity responsibilities, and the emerging role of AI in special district operations and management.

Operations & Prevention Division Activity
Engine 11 responded to 86 calls for service during the month of September.

The Prevention Division completed:

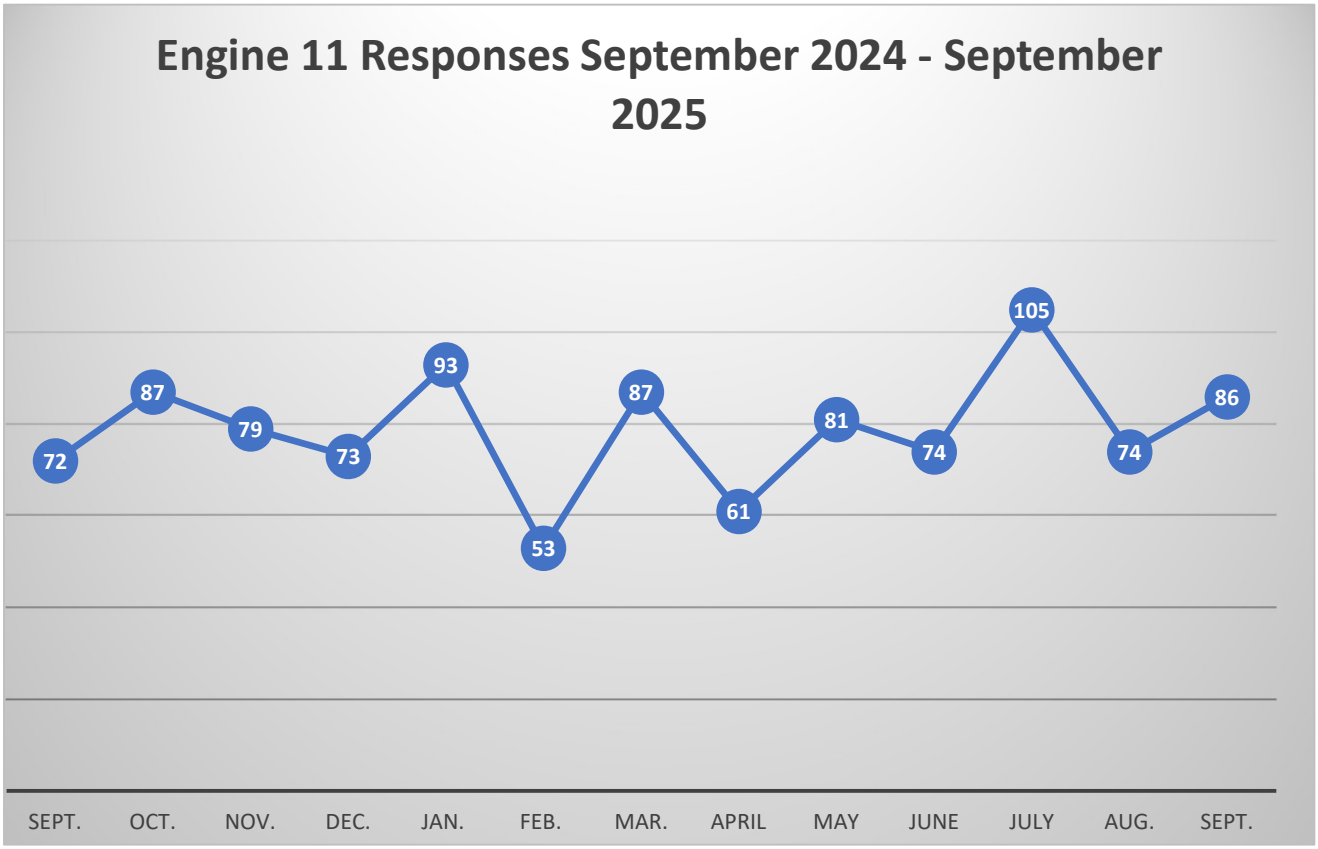
- 24 inspections in Mary Esther (5 of which were billable)
- 2 opening inspections
- Plan reviews for Seven Brew and Patriot Technologies
- Attendance at the Santa Rosa Mall Closing Event

These combined efforts demonstrate our ongoing commitment to operational readiness, community safety, and customer service excellence.

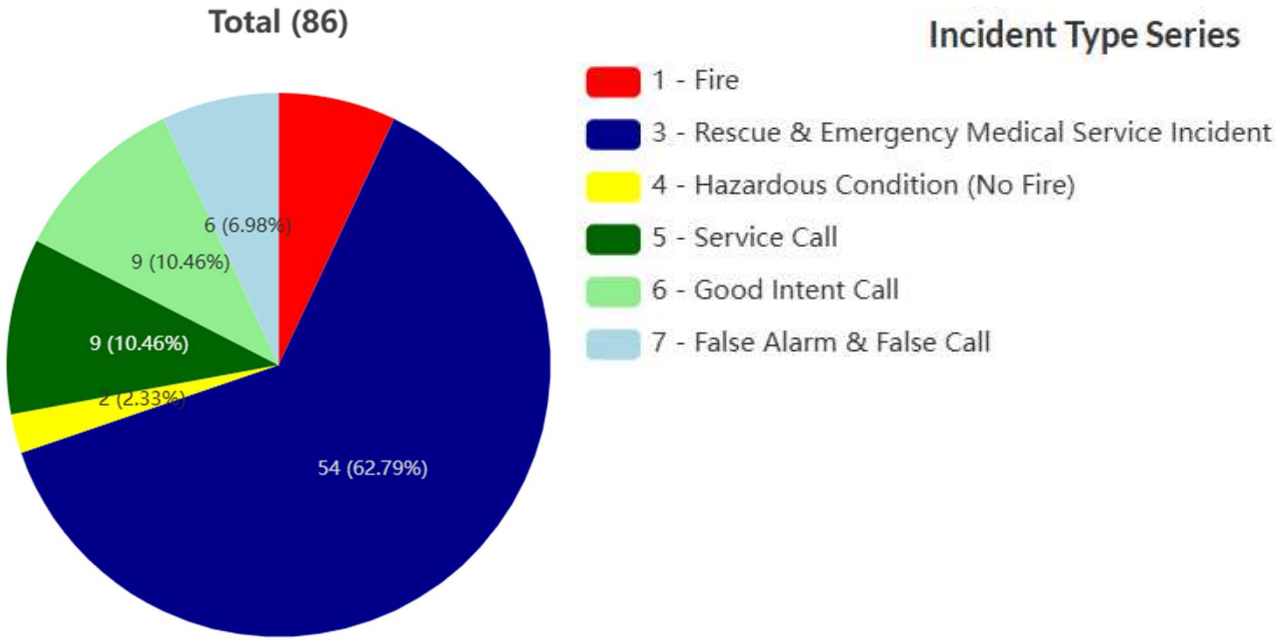
Respectfully,



Jeff Wagner, Fire Chief



September 2025



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

COMMUNITY DEVELOPMENT DEPARTMENT
Monthly Activity Report

Reporting Period
September 20, 2025 – October 20, 2025

Code Enforcement

Activities			
Opened Cases	7	Inspection	7
Agency Assist	1	Consultations	7
Verbal Warning	1	Advisements On Codes to Citizens	10
Notice of violations	5	Courtesy Notice	2
Citation	0	Closed Cases	8

Permitting

Permit Type	
Accessory Structure	2
Addition	1
Driveway	1
New residential structure	2
Demolition	1
Special Event Permits	2
Land Clearing and Arbor permit	1
Inspections	2
Boat Lift	

---

1. FDOT Submittals

- Staff successfully completed all required documentation and submissions to the Florida Department of Transportation (FDOT) for the upcoming Veterans Day Parade.

2. Special Events Permitting

- Permits for the following special events were issued and managed without incident:
  - Greek Church Festival
  - Circus
- All event sites have been cleared and returned to their original condition.

3. Code Enforcement Patrols

- Routine patrols continue with a focus on:
    - Parking violations
    - Sidewalk obstructions
    - Removal of garbage cans from public areas
    - Litter, trash, and debris cleanup
    - Management of overgrown vegetation

4. Interagency Collaboration

- Staff held its first meeting with code enforcement officers from Okaloosa County.
- The meeting focused on discussing enforcement issues and developing strategic approaches.
- These meetings will now occur quarterly to strengthen regional coordination.

5. Speed Camera Training

- Staff completed training on speed camera operations.
- All participants passed the Red Speed certification requirements.

6. Community Development

- The Community Development Director attended the Florida Redevelopment Association Conference in West Palm Beach and took the first out of five classes for the Florida Redevelopment Association Academy- CRA 101.
- Staff organized and presented City Planning 101 for City Government Week. This informal presentation educated citizens on the basics of City Planning to include zoning, future land use, and the comprehensive plan. Several members of the community attended and enjoyed a free lunch from Lenny's.
- Staff continues to work through the PDO application for the Big Box Retail.

Jacobs Challenging today. Reinventing tomorrow.

City of Mary Esther

September 2025 Monthly Report



Prepared By: Josh Robinson – Project Manager

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Executive Summary

Jacobs O&M Team

Our staff consists of 9 full-time employees.

New Team Members:

- RaShawn Walker
- Gastin King

Wastewater Licenses – 4

Water Licenses – 5

Backflow Certifications – 4

Personnel and Certifications

O&M Team		
Name	Job Title	Certification
Joshua Robinson	Project Manager	Class C WWC License, Class C DWC, and Backflow Prevention Certified
Michael Gaines	Operations Supervisor	Class C WWC License and Class C DWC License
Erica Coggeshall	Project Administrator	
Paul Price	Lead Wastewater Operator	Class C Wastewater
Michael Bennett	Water/Wastewater Operator	Class C WWC, Class C DWC License, and Backflow Prevention Certified
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
RaShawn Walker	Utility Worker	
Gastin King	Utility Worker	

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

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Executive Summary Continued

Non-Scheduled Work Overview

849 – 873 E. Miracle Sewer Repair Update (Emergency)

- Pensacola Concrete
  - Completed extensive sewer cleaning
  - CCTV Inspection
  - Completed 2 Point repairs
  - Recommend City Sewer Laterals to be CIPP Lined or replaced
    - Obtaining additional quotes for repair vs replacement
- 10/13/25 – Sinkhole formed in WB lane
  - Caused by previous boring damage
  - Construction Materials Repaired same day

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Executive Summary Continued

Capital Improvement Projects (CIP)

One item remains on the CIP list for Fiscal Year 2025.

Capital City Project (CIP) Status Report

Approved Capital Improvement Projects (CIP)	Status
Fence repairs for WTP 1	In-progress (Estimated Completion 11.30.25)

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Executive Summary Continued

Safety

The team conducts weekly site-specific safety inspections and conducts weekly safety meetings. This month marks our new safety record 429 accident- free days.

Monthly Safety Training Topics

- OSHA 300 Form
- Predictive Maintenance Technologies
- Emergency Diesel Generators
- Maintenance & Reliability Best Practices

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Operations

Water Production & Distribution

- September Monthly Operations Report Submission Date: **10.10.25**

  - (Deadline is the 10th of the month following the monitoring period).

  - Level 2 Assessment (Triggered 9.8.25) Due date 10.8.25
    - Completed and approved by DEP on 9.29.25.

Monthly Water Production Summary

Water Treatment Plant	MG (Millions Gallons)
WTP 1	3,005,000 MG
WTP 3	6,091,000 MG
WTP 4	3,405,000 MG
Overall Average Daily Production	416,700 MG
Total Monthly Production	12,501,000 MG

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Operations Continued

Meter Reading

August 2025

- Total Meter Connections = 2,111
- Rereads Average = 27
- Meter Reading Accuracy = 98.7

Meter Reading Monthly Summary

Month	Total Meters #	Meter Rereads #	Meter Reading Accuracy
Sep 2025	2,111	26	98.8
Aug 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
Average	**2,111**	**27**	**98.7**

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Operations Continued

Customer Service Work Orders & After-Hours Callouts

September 2025

- Total Number of Completed Requests: **252**

  - See table 2.2 for City Work Order breakdown by category.

- After-Hours Callout(s): **2**

  - 9/5/25 - LS 2 - High Level Alarm
  - Performed manual pump down, reset station controls, station returned to normal conditions

  - 9/25/25 – 14 Shady Lane – Dirty Water Complaint
  - Customer issue related to hot water heater, verified city water quality, no issues noted.

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Operations Continued

Customer Service Work Order Requests

September 2025

Customer Service Work Order Requests Summary

Job Code	Completed
CALL OUT – CALL OUT	2
CONNECT - CONNECT	8
CUST INQ - CUSTOMER CONCERN/INQUIRY	7
DISCO-FB - DISCONNECT-FINAL BILL	8
DOOR HANG - DOOR HANGER	8
EMERG SHUT - EMERGENCY SHUTOFF	2
INSTALL WA TAP - INSTALL WATER TAP	2
LK CK - LEAK CHECK	2
LOCATE MTR - LOCATE METER	1
LOW PRSSR CH - LOW WATER PRESSURE CHECK	3
MS – METER SWAP	17
OCC - OCCUPANT CHANGE	29

Job Code	Completed
REINSTATE - REINSTATE	42
REM LOK - REMOVE LOCK 1	1
REPL CURB - REPLACE CURBSTOP	1
RR & LC - REREAD METER & LEAK CHECK	6
RR-MISC - REREAD MISC	26
SW LN REP - SEWER LINE REPAIR	1
TEMP SHUT REP - TEMPORARY SHUT-OFF FOR REPAIRS	4
TURN ON/REPAIRS - TURN ON FROM TEMP SHUT OFF	1
WA CONS TEST - WATER CONSUMPTION TEST	2
WA LLK-CITY - WATER LINE LEAK - CITY SIDE	1
WA/SW SPOT - WATER/SEWER LINE SPOT	58
Grand Totals	**252**

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Operations Continued

Wastewater and Collections Treatment

- During the month, all lift stations were inspected, cleaned, and if required residual grease was removed.

- September Discharge Monitoring Report Submitted to DEP on:
  - October 14, 2025 - (Submission Deadline is 28th of the month following the monitoring period).

Reuse Water Monthly Summary

Month	Rainfall MGD	Flow Total MGD	CBOD mg/L	COD Removal %	TSS mg/L	TSS Removal %
September 2025	2.3	.351	43.4	99	6.7	97

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Operations Continued

Biosolids Management

- During the month, drying beds 1-3 were used for dewatering the aerobically digested sludge.

- A total of 2.9 Dry Tons removed / disposed.

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
September 2025	19,415	36.4	1.47				19,415	36.4	1.48	2.9

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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.

- **Sprayfield Access Road**
  - Maintenance Materials Received
  - Access road repairs/maintenance actions are underway and ongoing
  - Eglin AFB Environmental staff aware of road conditions and actions moving forward to improve / restore roadway conditions
  - Close communication has been kept with Eglin's staff to ensure compliance with Endangered Species located along this roadway.

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Maintenance

Preventive Maintenance

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

- Utilizing CMMS System
  - Currently Optimizing Maintenance Connection (CMMS Database)
    - To ensure proper maintenance scheduling
    - To enhance efficiency
    - To increase equipment reliability

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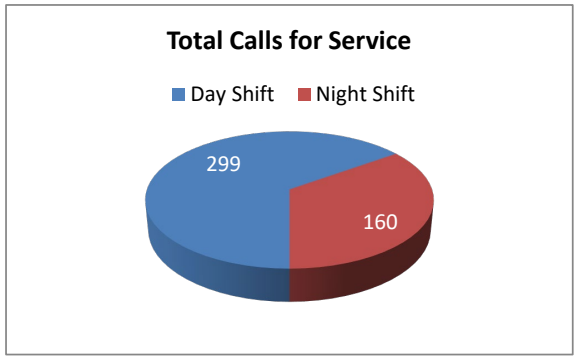
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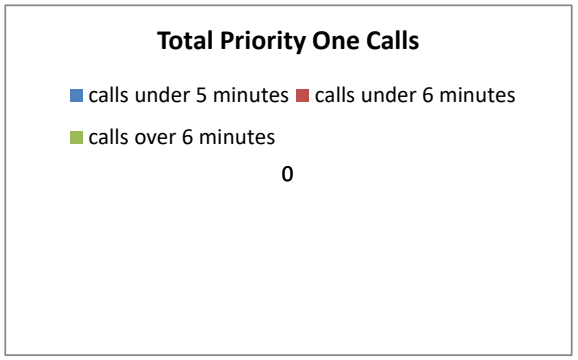
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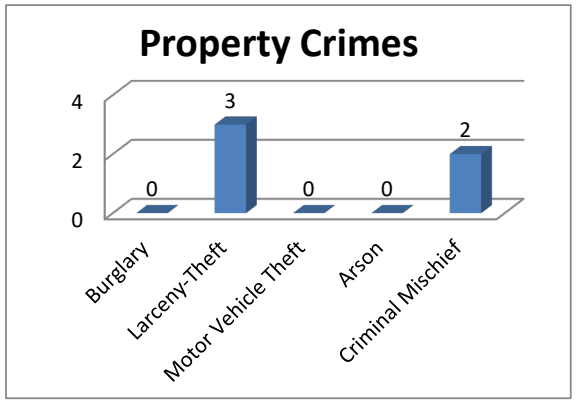
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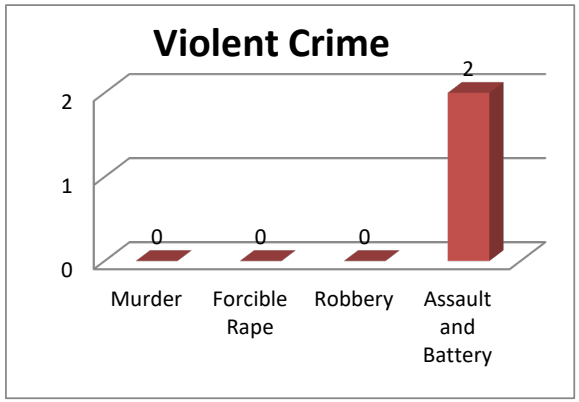
Mary Esther September 2025

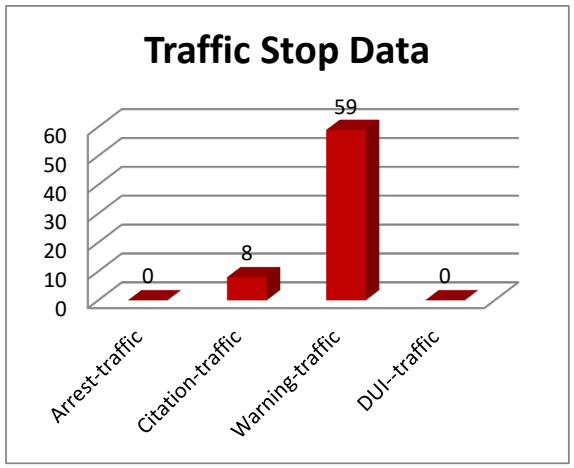
Total Calls for Service	**459**
Day Shift	299
Night Shift	160
Priority 1 Calls	**125**
calls under 5 minutes	unk
calls under 6 minutes	unk
calls over 6 minutes	unk
Property Crimes	**5**
Burglary	0
Larceny-Theft	3
Motor Vehicle Theft	0
Arson	0
Criminal Mischief	2
Violent Crime	**2**
Murder	0
Forcible Rape	0
Robbery	0
Assault and Battery	2
Traffic Violations-stops	**72**
Arrest-traffic	0
Citation-traffic	8
Warning-traffic	59
DUI--traffic	0
Marine Violations	**0**
Marine Citations	0
Marine Warnings	0
Marine Crashes	0
Traffic Crash	**11**
Traffic crash w/injuries	1
Traffic crash w/o injuries	10
Traffic Crash-Fatal	unk
City Ord. Violations	**0**

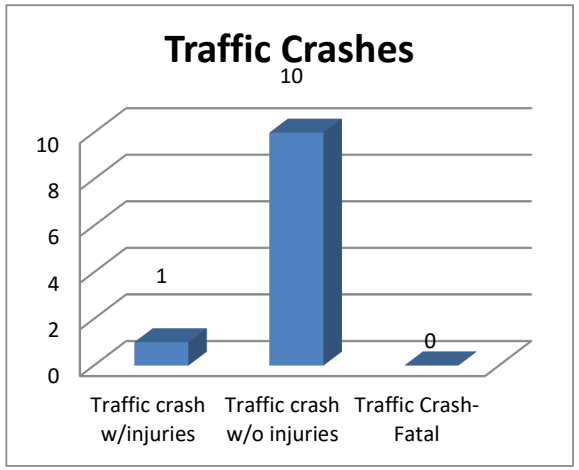












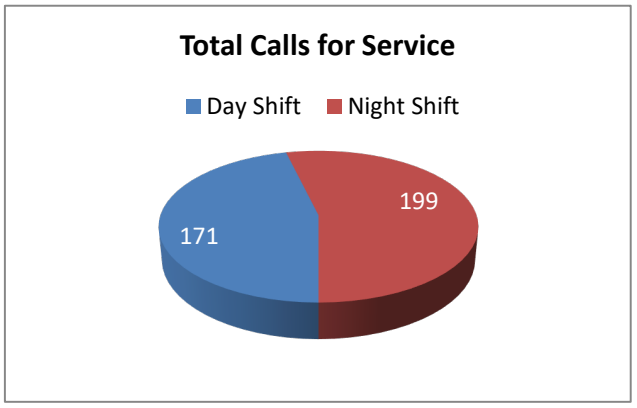
Distressed Swimmers **0** **Drownings** **0**

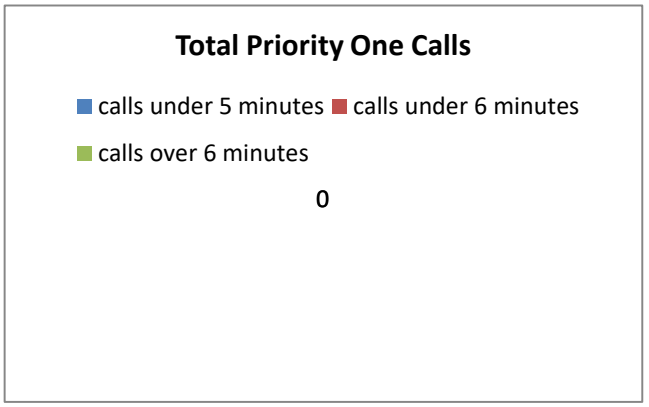
Prepared by Crime Analyst
W.Rivero on Oct 24th, 2025

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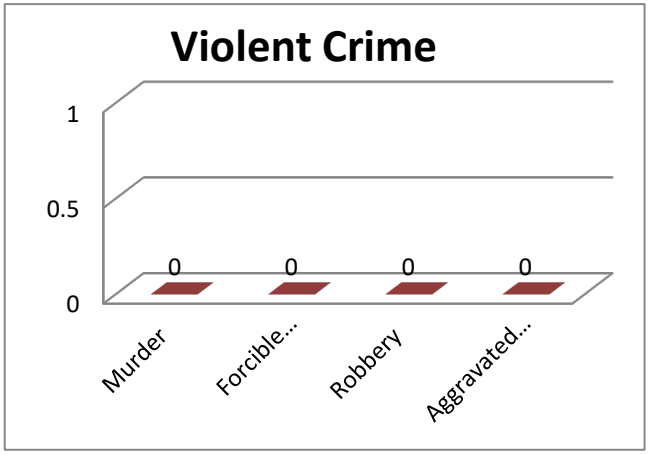
Mary Esther August 2025

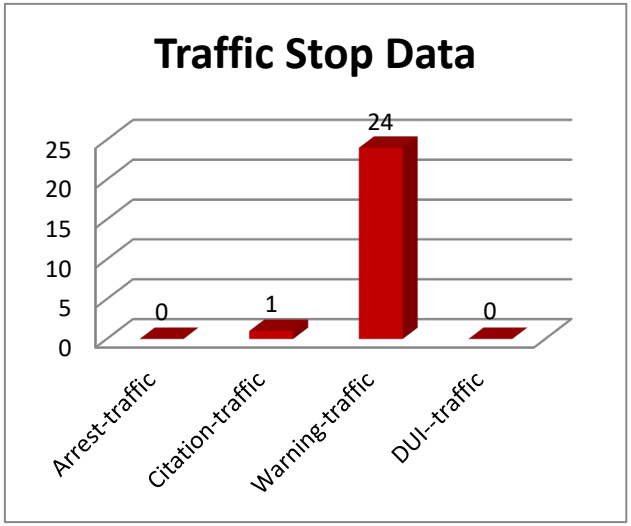
Total Calls for Service		**370**
Day Shift		171
Night Shift		199
Priority 1 Calls		**81**
calls under 5 minutes	unk	
calls under 6 minutes	unk	
calls over 6 minutes	unk	
Property Crimes		**6**
Burglary		2
Larceny-Theft		4
Motor Vehicle Theft		0
Arson		0
Criminal Mischief		0
Violent Crime		**0**
Murder		0
Forcible Rape		0
Robbery		0
Aggravated Assault		0
Traffic Violations-stops		**28**
Arrest-traffic		0
Citation-traffic		1
Warning-traffic		24
DUI--traffic		0
Marine Violations		**0**
Marine Citations		0
Marine Warnings		0
Marine Crashes		0
Traffic Crash		**12**
Traffic crash w/injuries		0
Traffic crash w/o injuries		12
Traffic Crash-Fatal	unk	

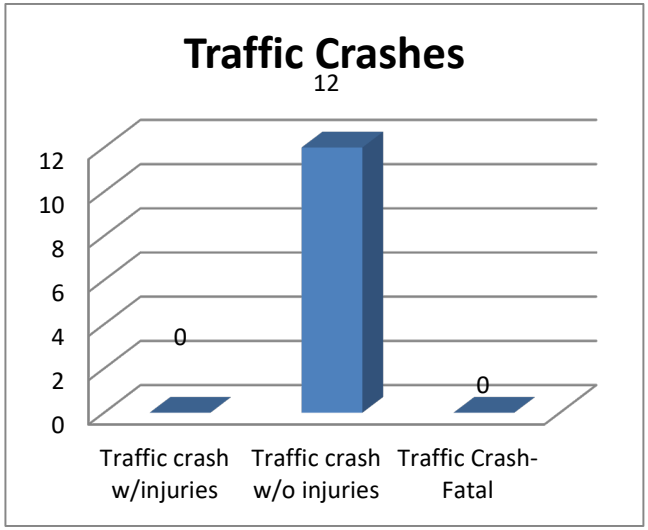












City Ord. Violations	**0**	**Distressed Swimmers**	**0**	**Drownings**	**0**

Prepared by Analyst Whitney Rivero on Oct. 29th, 2025

MINUTES
REGULAR MEETING
of THE MARY ESTHER CITY COUNCIL
October 6, 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 Coxwell initiated the motion, seconded by Councilmember Carter. The motion passed unanimously.

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

6. SPECIAL PRESENTATIONS

None.

7. CONSENT AGENDA

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

RESULT:	**PASSED (5-0)**
MOVER:	Councilmember April Sutton

SECOND:	Councilmember Richard Lawson
AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

7.1. Financial Report

7.2. Public Works Report

7.3. Library Report

7.4. Fire Department Report

7.5. Community Development Report

7.6. Jacobs Report

7.7. Law Enforcement Report

7.8. Minutes of the 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.

Eric Bowman, 41 Ridgelake Dr., discussed the capabilities of Flock cameras and their applications. There was some discussion on this topic.

9. PUBLIC COMMENT (NON-AGENDA ITEMS)

None.

10. UNFINISHED BUSINESS

10.1. Second Reading of Ordinance 2025-06: Platting Procedures

Community Development Director Tyler Reed discussed Ordinance 2025-06, which establishes platting procedures. Mayor Stein asked if there was any discussion. Hearing none, he asked City Clerk Morris to read the title of the Ordinance, to which he did.

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 2.13.00 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.

Mayor Stein asked for a motion to approve the second reading of Ordinance 2025-06. Councilmember Sutton initiated the motion, seconded by Councilmember Coxwell. The motion passed unanimously.

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

11. NEW BUSINESS

11.1. Making Strides Against Breast Cancer of the Emerald Coast Proclamation

Mayor Stein read the proclamation declaring October 2025 as "Making Strides Against Breast Cancer Month" in Mary Esther. After reading, Mayor Stein asked for a motion to authorize the Mayor to sign the Proclamation, declaring October 2025 as "Making Strides Against Breast Cancer Month" in Mary Esther. Councilmember Sutton initiated the motion, seconded by Councilmember Lawson. The motion passed unanimously.

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

Jean Grieve, Event Chair, thanked the council for issuing the proclamation and the upcoming Making Strides Against Breast Cancer walk.

11.2. City Week Proclamation

Mayor Stein read the proclamation declaring October 20th, 2025, through October 26th, 2025, as "Florida City Week" in Mary Esther. After reading, Mayor Stein asked for a motion to authorize the mayor to sign the proclamation, declaring October 20th, 2025, through October 26th, 2025, as "Florida City Week" in Mary Esther. Mayor Pro Tem Oder initiated the motion, seconded by Councilmember Sutton. The motion passed unanimously.

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

11.3. Animal Control Contract Update

City Manager Cobb provided an update on the animal control contract and the discussions with PAWS. There was some discussion.

11.4. Mary Esther Boulevard Landscaping Project Update

Public Works Director Shawn Lindsey provided an update on the Mary Esther Boulevard landscaping project. There was some discussion.

11.5. Azalea Park Project Update

Public Works Director Shawn Lindsey provided an update on the current timeline of the Azalea Park Project.

11.6. Resolution 25-14: FY 2026 Library Interlocal Agreement

City Manager Cobb discussed the financial year 2026 Library Interlocal Agreement. City Clerk Morris stated that there was a correction that the annual allocation was $65,282. There was some discussion. Mayor Stein asked City Clerk Morris to read the title of the resolution, to which he did.

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.

Mayor Stein asked for a motion to adopt Resolution 25-14 approving the FY 2026 OCPLC Interlocal Agreement. Mayor Pro Tem Oder initiated the motion, seconded by Councilmember Lawson. The motion passed unanimously.

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

11.7. Resolution 25-15: State Route Maintenance Contract with Webber Infrastructure Management

Public Works Director Shawn Lindsey discussed the state route maintenance contract with Webber Infrastructure Management. There was some discussion. Mayor Stein asked City Clerk Morris to read the title of the resolution, to which he did.

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.

Mayor Stein asked for a motion to adopt Resolution 25-15 approving the Master Service Agreement with Webber Infrastructure Management, Inc. Councilmember Coxwell tinitiated the motion, seconded by Councilmember Carter. The motion passed unanimously.

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

11.8. Resolution 25-16: SRF Loan Agreement DW 460211, Amendment 4

Finance Director Heather Day discussed the SRF Loan Agreement DW 460211, Amendment 4. Mayor Stein asked if there was any discussion. Upon hearing none, he asked City Clerk Morris to read the title of the Ordinance, to which he did.

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.

Mayor Stein asked for a motion to adopt Resolution 25-16 approving Amendment 4 to SRF Loan Agreement DW460211. Councilmember Sutton initiated the motion, seconded by Councilmember Coxwell. The motion passed unanimously.

RESULT:	**PASSED (5-0)**
MOVER:	Councilmember April Sutton
SECOND:	Councilmember Susan Coxwell

AYES:	Larry Carter, Bernie Oder, April Sutton, Richard Lawson, Susan Coxwell
NAYS:	None

11.9. Resolution 25-17: Approval of Florida DEP Standard Grant Agreement No. L0259 - Mary Esther - Okaloosa County Wastewater Connection

City Manager Jared Cobb briefly discussed the Florida DEP Standard Grant Agreement No. L0259 for the Mary Esther - Okaloosa County Wastewater Connection. There was some discussion. Mayor Stein asked City Clerk Morris to read the title of the resolution, which he did.

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.

Mayor Stein asked for a motion to adopt Resolution 25-17, approving Florida DEP Standard Grant Agreement No. L0259 for the Mary Esther - Okaloosa County Wastewater Connection project, accepting $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. Councilmember Lawson initiated the motion, seconded by Councilmember Coxwell. The motion passed unanimously.

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

11.10. Resolution 25-18: FY 2026 Law Enforcement Services Agreement

City Manager Jared Cobb provided the background on the FY 2026 Law Enforcement Services Agreement. There was some discussion. Mayor Stein asked City Clerk Morris to read the title of the resolution, which he did.

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.

Mayor Stein asked for a 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. Councilmember Coxwell initiated the motion, seconded by Councilmember Carter. The motion passed unanimously.

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

NAYS:	None

11.11. Consideration of Scope for Law Enforcement Study

City Manager Jared Cobb discussed the scope of the law enforcement study, seeking council feedback on the report. There was some discussion. Mayor Stein asked for a motion to approve the scope of the law enforcement study with the provided feedback. Councilmember Carter initiated the motion, seconded by Councilmember Sutton. The motion passed unanimously.

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

11.12. Consideration of Audio-Visual Proposal from Sweetwater Integration

City Manager Jared Cobb discussed the consideration of the audio-visual proposal from Sweetwater Integration. Mayor Stein asked if there was any discussion. Upon hearing none, he asked for a motion to approve 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. Councilmember Lawson initiated the motion, seconded by Councilmember Sutton. The motion passed unanimously.

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

11.13. Request for State Appropriation: Highway 98 Water Main Replacement and Upgrade

Public Works Director Shawn Lindsey discussed the request for state appropriation for the Highway 98 water main replacement and upgrade. There was some discussion. Mayor Stein asked for a motion to select the Highway 98 Water Main Replacement and Upgrade as the City's FY 2026 Local Funding Initiative project. Councilmember Coxwell initiated the motion, seconded by Mayor Pro Tem Oder. The motion passed unanimously.

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

11.14. Consideration of FY 2026 City Manager Salary Adjustment

City Manager Cobb discussed the FY 2026 city manager salary adjustment and the proposed change to his contract. There was some discussion. Mayor Stein asked for a motion to grant the city manager a 5% salary increase and the city attorney to negotiate the contract. Councilmember Lawson initiated the motion, seconded by Councilmember Sutton. The motion

passed unanimously.

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

11.15. Adoption of 2026 Regular Council Meeting Calendar

City Clerk Dillon Morris discussed the proposed 2026 regular council meeting calendar. There was some discussion. Mayor Stein asked for a motion to approve the 2026 Regular City Council Meeting dates as proposed. Councilmember Sutton initiated the motion, seconded by Councilmember Coxwell. The motion passed unanimously.

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

12. COUNCILS' STANDING COMMITTEE STATUS REPORTS

Councilmember Sutton thanked Captain Rewis for speaking that night, City Manager Cobb for his continued service, and Fire Chief Wagner for his fire services.

Councilmember Coxwell had no additional comments.

Councilmember Lawson had no additional comments.

Mayor Stein discussed the upcoming planning for the city's Veterans Day Parade and Celebration.

Councilmember Carter discussed attending the RUA meeting and the items that were discussed during that meeting.

Mayor Pro Tem Oder discussed attending the change of command, Niceville's reduced speeding, and upcoming policy meetings.

13. OTHER COMMENTS

City Attorney Dykes had no additional comments.

City Clerk Morris reminded the council about checking mailboxes, cybersecurity training, and ethics training.

City Manager Cobb thanked the mayor and council for the contract adjustment, upcoming projects in the city, and his upcoming vacation.

14. ADJOURN

The council meeting adjourned at 8:08 p.m.

Minutes approved at the _____ meeting.

_____

Dillon Morris, City Clerk

AGENDA ITEM

Agenda Item 10.1.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey, Public Works Director

DATE: November 3, 2025

SUBJECT: Mary Esther Boulevard Landscaping Project Update

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:
Charlie Johnson, landscape architect with Kimley-Horn, has provided the attached drawings. He will be available at the meeting to answer any questions from the City Council.

FINANCIAL IMPACT:
Construction is fully funded by the 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.

RECOMMENDATION:
Staff recommends authorizing $7,500 for a professional rendering of the median landscaping.

ATTACHMENT(S):
1. Rendering Example 1 - Kimley Horn
2. Rendering Example 2 - Kimley Horn
3. Kimley Horn - AI Renderings
4. FDOT Comments
5. Kimley Horn - Response to FDOT Comments
6. Kimley Horn - Opinion of Probable Costs
7. Kimley Horn - Construction Documents



KNOTT BUILDING SEATING AREA



VIEW ONE

3015 Forest Hill Blvd

January 2024

Kimley»Horn



3015 Forest Hill Blvd

January 2024

Kimley»Horn



3015 Forest Hill Blvd

January 2024

Kimley»Horn









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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.

Kimley»Horn

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

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

Mary Esther Blvd Landscaping
100% Construction Documents
Opinion of Probable Construction Cost
September 23, 2025

Kimley»Horn

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
	SITE WORK PAY ITEMS				
1	MOBILIZATION (10% of overall cost)	LS	1	$ 30,200	$ 30,200
2	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
				SITE WORK SUBTOTAL	$ 208,156
	LANDSCAPE IMPROVEMENTS PAY ITEMS				
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
				SITE IMPROVEMENTS SUBTOTAL	$ 244,404
				SUBTOTAL:	**$ 453,000**
				CONTINGENCY (20%):	**$ 90,600**
				TOTAL:	**$ 543,600**

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

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

CONTRACTOR NOTICE 2023 (effective July 2023)

The Contractor & Owner will be held accountable during construction for all site improvements. Compliance with Florida Statues 553.5041 (F.S.). and the ***20203 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 & guttters 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

100% CONSTRUCTION DOCUMENTS

FOR

CITY OF MARY ESTHER

OKALOOSA COUNTY, FL

SUBMITTAL DATE: SEPTEMBER 2025

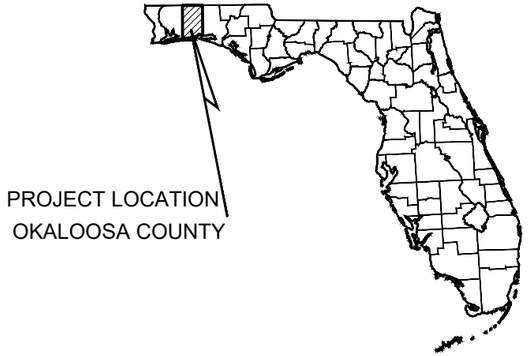


VICINITY MAP

NTS

PROJECT LOCATION

NORTH



Sheet List Table	
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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 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 SEEDED 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 SEEDED 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....

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KHA PROJECT 142199005
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MARY ESTHER BOULEVARD MEDIAN LANDSCAPING
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GENERAL NOTES

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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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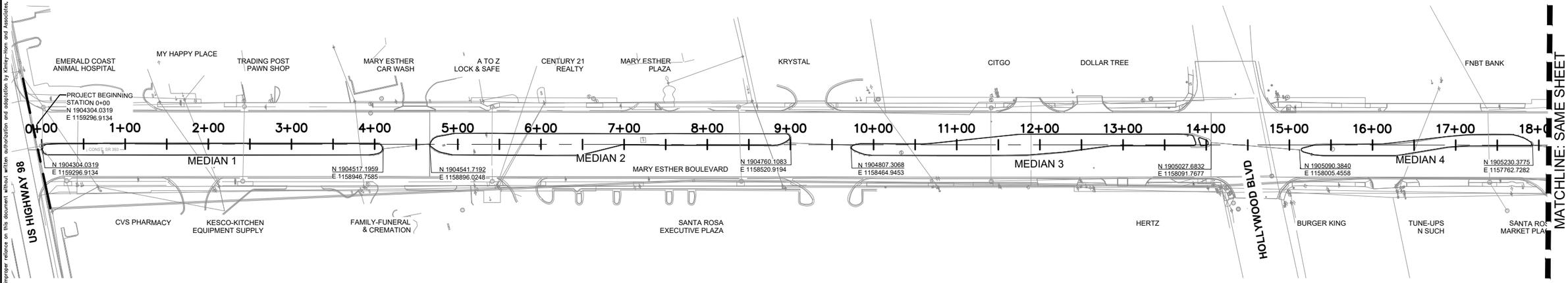
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DESIGNED BY MLW
DRAWN BY MLW
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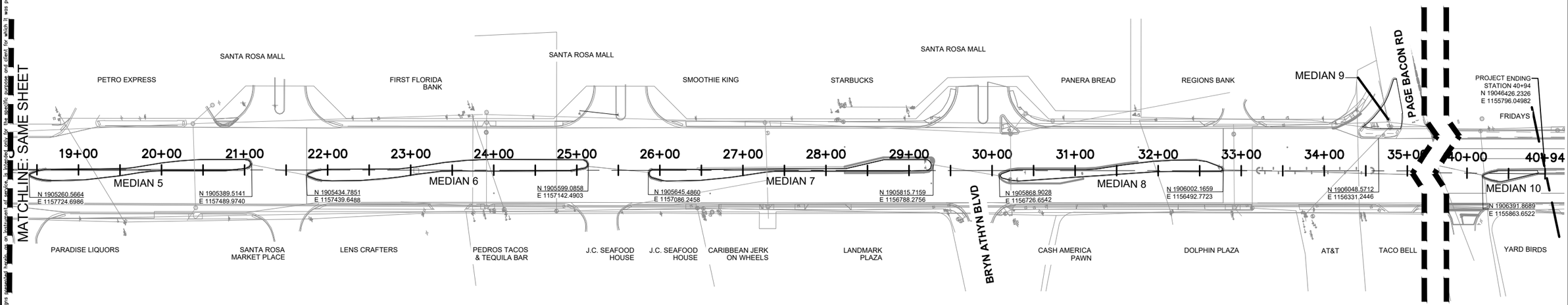
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PREPARED FOR
THE CITY OF MARY ESTHER
MARY ESTHER FL

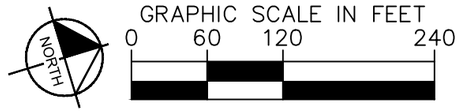
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GENERAL NOTES

SHEET NUMBER
C0.11







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MARY ESTHER BOULEVARD MEDIAN LANDSCAPING

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THE CITY OF MARY ESTHER
MARY ESTHER FL

LICENSED PROFESSIONAL
DATE:

PROJECT LAYOUT

SHEET NUMBER
C1.00

LEGEND

AREA TO BE DEMOLISHED

EXISTING IRRIGATION VAULT TO REMAIN

SF — SILT FENCE BARRICADE

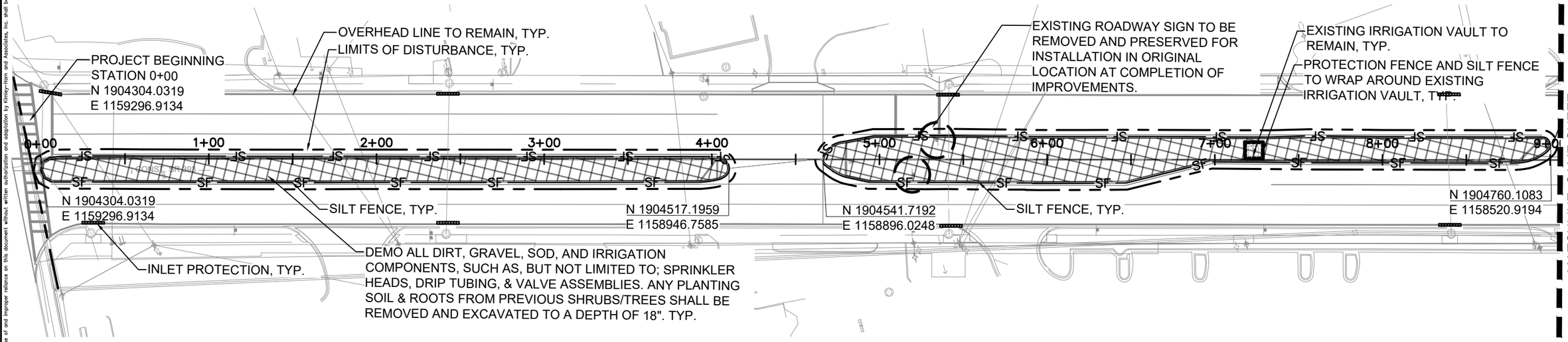
LIMITS OF DISTURBANCE

EXISTING TREE TO BE REMOVED

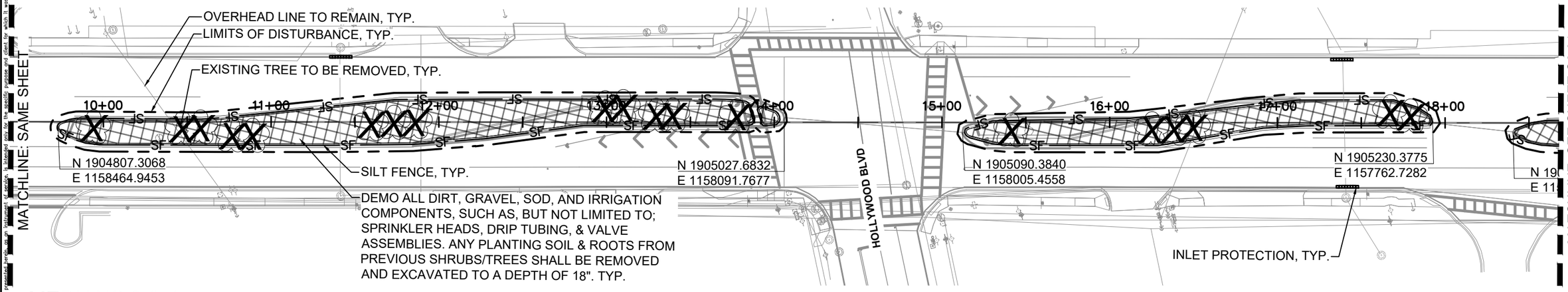
EXISTING ROADWAY SIGN TO BE PRESERVED

INLET PROTECTION, TYP.

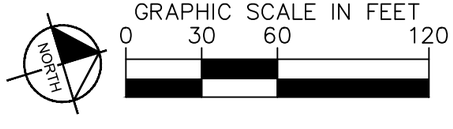
NOTES:
1.SEE DEMO & EROSION CONTROL NOTES ON C2.02
2.SEE EROSION CONTROL DETAILS ON SHEET C3.00 FOR HAY BALE PROTECTION DETAIL.
3.PROTECTION FENCE TO BE INSTALLED AND MAINTAINED AROUND EXISTING IRRIGATION VAULTS TO BE PRESERVED.
4.ALL DEMO AREAS SHALL BE EXCAVATED TO A DEPTH OF 18".



MEDIANS 1 & 2



MEDIANS 3 & 4



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DATE 9/23/2025
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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:

DEMOLITION + EROSION AND SEDIMENT CONTROL PLAN

SHEET NUMBER
C2.00

LEGEND

AREA TO BE DEMOLISHED

EXISTING IRRIGATION VAULT TO REMAIN

SF — HEAVY DUTY SILT FENCE BARRICADE

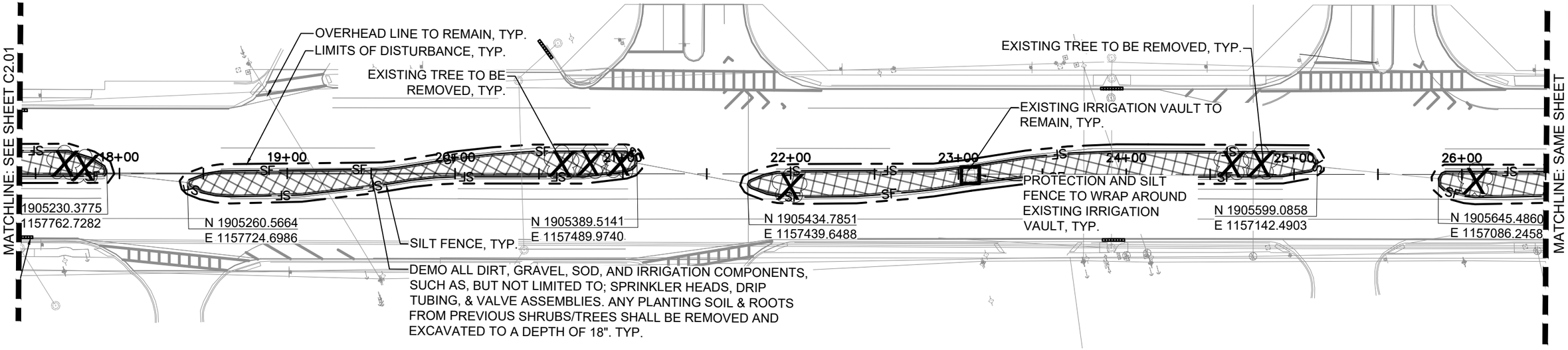
LIMITS OF DISTURBANCE

EXISTING TREE TO BE REMOVED

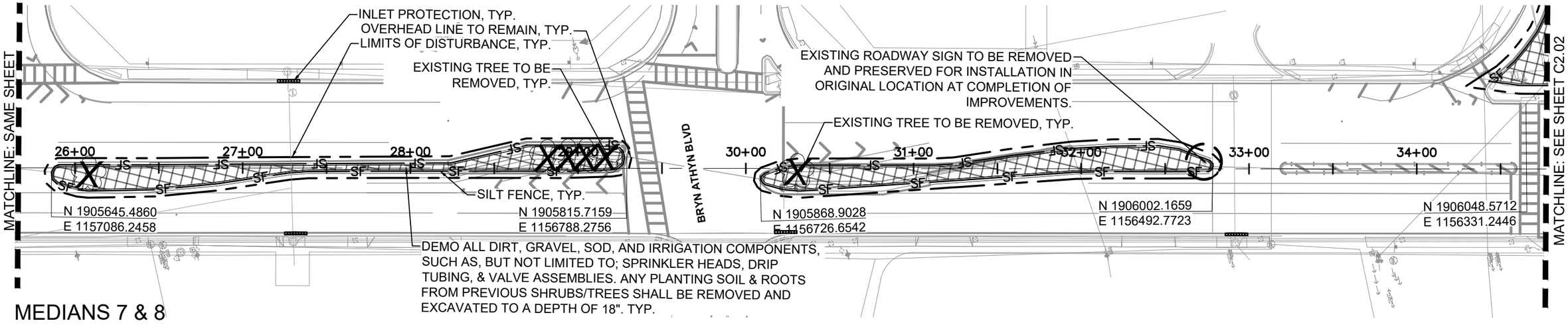
EXISTING ROADWAY SIGN TO BE PRESERVED

INLET PROTECTION, TYP.

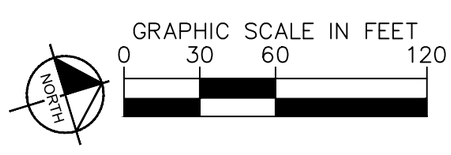
NOTES:
1. SEE DEMO & EROSION CONTROL NOTES ON C2.02
2. SEE EROSION CONTROL DETAILS ON SHEET C3.00 FOR HAY BALE PROTECTION DETAIL.
3. PROTECTION FENCE TO BE INSTALLED AND MAINTAINED AROUND EXISTING IRRIGATION VAULTS TO BE PRESERVED.
4. ALL DEMO AREAS SHALL BE EXCAVATED TO A DEPTH OF 18".



MEDIANS 5 & 6



MEDIANS 7 & 8



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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 (>½" OF RAINFALL). A LOGD OF SUCH INSPECTIONS SHALL BE MAINTAINED AT THE SITE.
6. ANY BMP IN NEED OF REPAIR OR REINSTALLATIONSHALL 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.

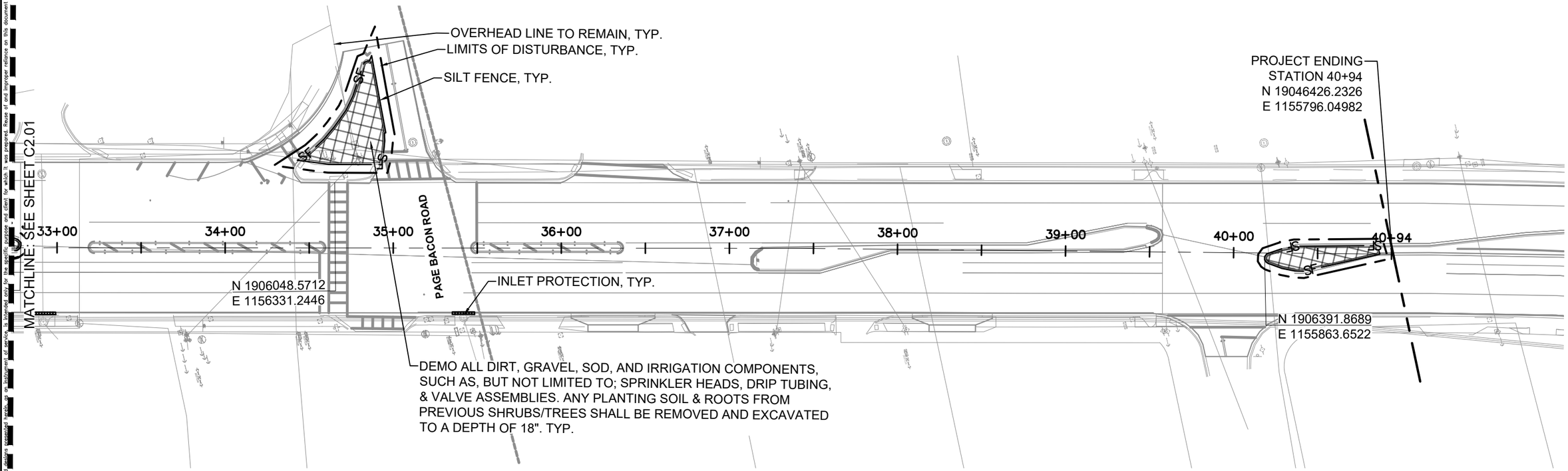
1. PRE-CONSTRUCTION ENVIRONMENTAL PROTECTION/INSPECTION SCHEDULE:
   - 1.1. PAST ALL PERMIT PLACARDS, INCLUDE NPDES NOTICE OF INTENT.
   - 1.2. SCHEDULE A PRE-CONSTRUCTION MEETING.
   - 1.3. THE CONTRACTOR SHALL DESIGNATE (WITH WRITTEN DOCUMENTATION) AN ONSITE EROSION CONTROL OFFICER WITH 24-HOUR CONTACT 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.

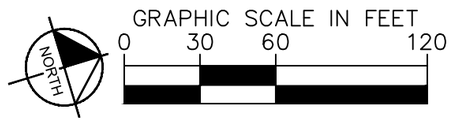
LEGEND

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

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



MEDIANS 9 & 10



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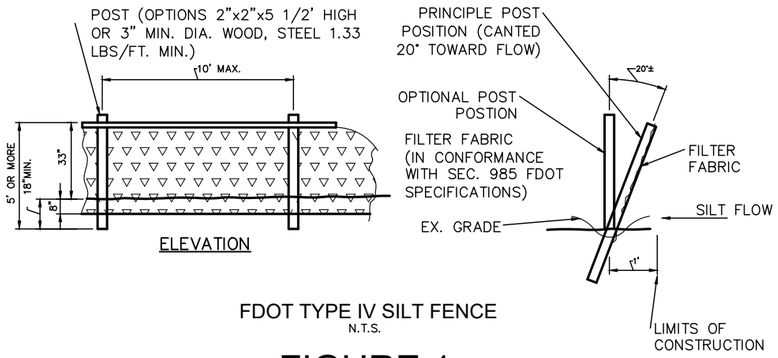
KHA PROJECT	142199005
DATE	9/23/2025
SCALE	AS SHOWN
DESIGNED BY	MLW
DRAWN BY	MLW
CHECKED BY	CAJ

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

LICENSED PROFESSIONAL
DATE:

DEMOLITION + EROSION AND SEDIMENT CONTROL PLAN

SHEET NUMBER
C2.02



FDOT TYPE IV SILT FENCE
N.T.S.

FIGURE 1

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EROSION CONTROL DETAILS

SHEET NUMBER
C3.00

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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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TEMPORARY TRAFFIC CONTROL NOTES

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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.

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn

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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 FL

LICENSED PROFESSIONAL
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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, SWEPT 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 YEARS0 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).

8. SPECIAL CARE REQUIREMENTS
   - A. PROTECT HARDSCAPE ELEMENTS FROM DAMAGE DURING MAINTENANCE ACTIVITIES. ENSURE AREAS ADJACENT TO MAINTENANCE ACTIVITIES ARE CLEANED, SWEPT OR BLOWED 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).

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MARY ESTHER BOULEVARD MEDIAN LANDSCAPING
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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			X				X					
	Trees and shrubs shall be fertilized using a slow release fertilized 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 $\frac{1}{2}$" 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.

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IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
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THE CITY OF MARY ESTHER
MARY ESTHER FL

LICENSED PROFESSIONAL
DATE:

LANDSCAPE NOTES & MAINTENANCE PLAN

SHEET NUMBER
L0.11

OVERALL PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
CANOPY TREES							
	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
UNDERSTORY TREES							
	LAIN	7	LAGERSTROEMIA INDICA X FAURIEI `NATCHEZ` FL #1 MIN. SINGLE STANDARD TRUNK	NATCHEZ CRAPE MYRTLE	FG	2" CAL MIN	10` HT MIN

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING
SHRUBS							
	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
ORNAMENTAL GRASSES							
	MUCA	249	MUHLENBERGIA CAPILLARIS FL #1 MIN.	PINK MUHLY GRASS	3 GAL	12" HT MIN	SEE PLAN
ORNAMENTAL GRASSES							
	MISI	109	MISCANTHUS SINENSIS 'ADAGIO' FL #1 MIN.	ADAGIO EULALIA GRASS	3 GAL	36" OC	18" HT MIN
GROUND COVERS							
	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
SOD							
	EMOP	13,005 SF	EMEROCHLOA OPHIUROIDES	CENTIPEDE SOD	SOD	-	-

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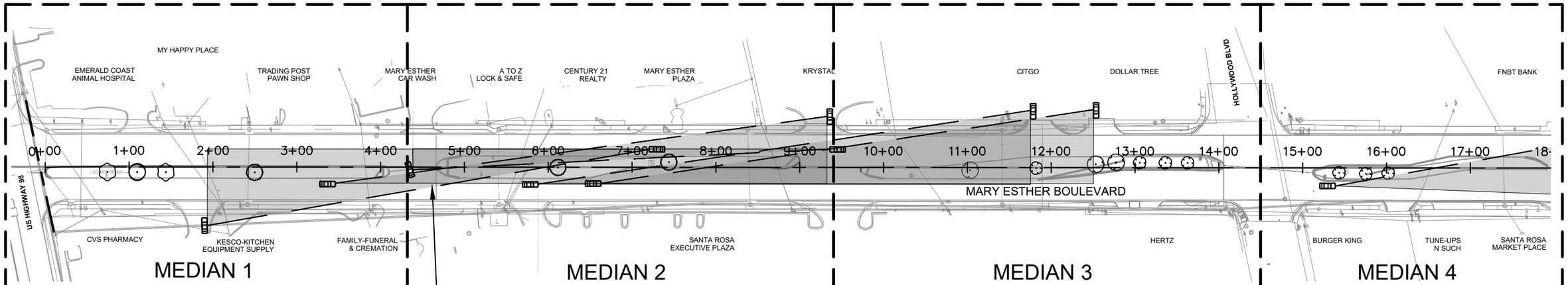
KHA PROJECT 142199005
DATE 9/23/2025
SCALE AS SHOWN
DESIGNED BY MLW
DRAWN BY MLW
CHECKED BY CAJ

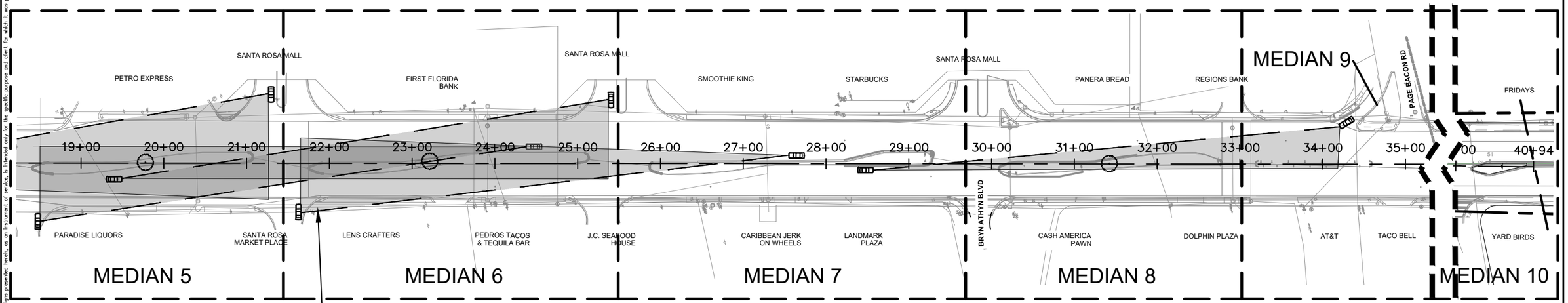
MARY ESTHER BOULEVARD MEDIAN LANDSCAPING
PREPARED FOR
THE CITY OF MARY ESTHER
MARY ESTHER FL

LICENSED PROFESSIONAL
DATE:

OVERALL PLANT SCHEDULE

SHEET NUMBER
L0.12





NORTH

GRAPHIC SCALE IN FEET
0 60 120 240

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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 FL

LICENSED PROFESSIONAL

DATE:

OVERALL LANDSCAPE PLAN

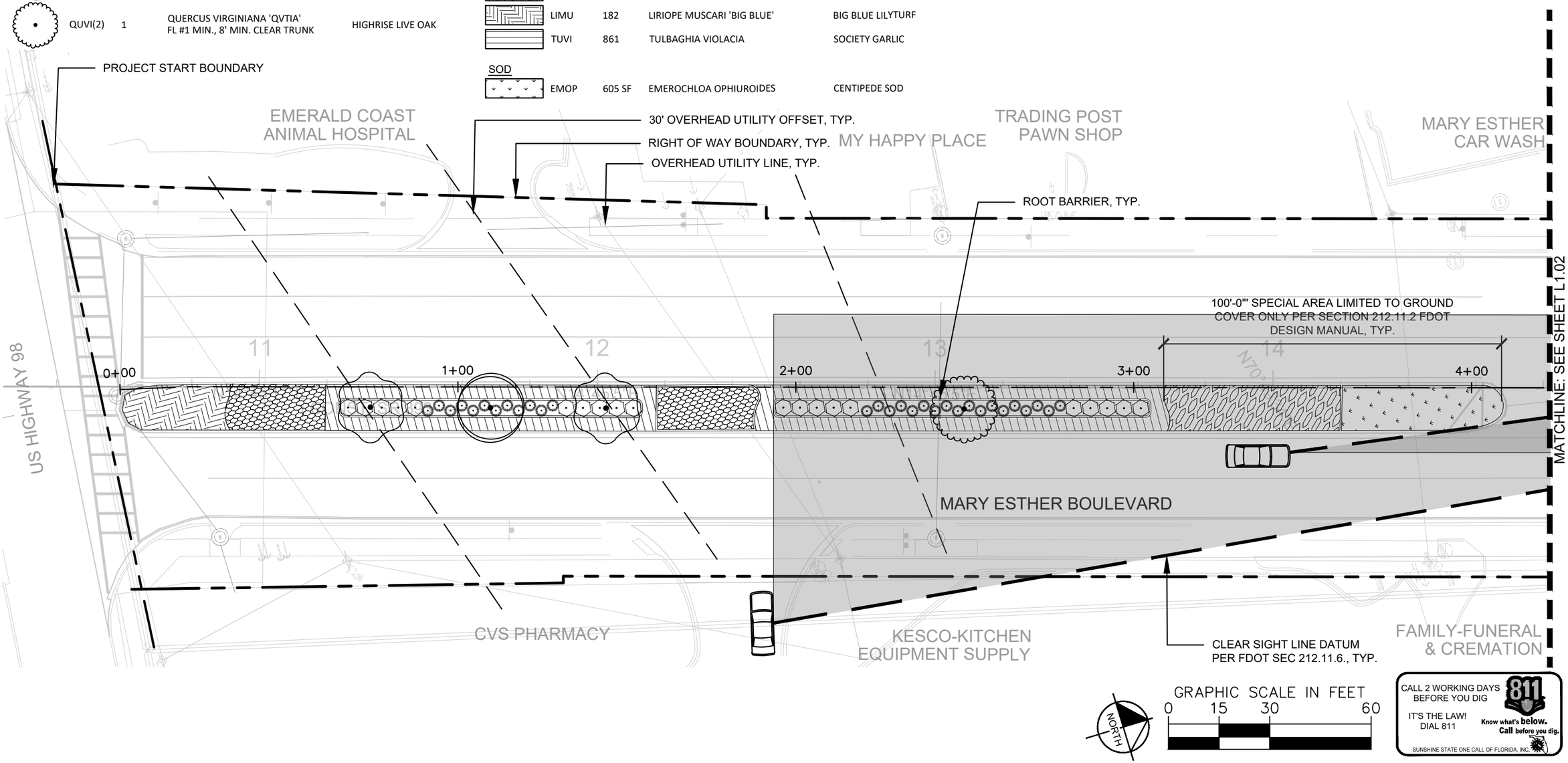
SHEET NUMBER

L1.00

PLANT LEGEND MEDIAN 1

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
CANOPY TREES				
	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
SHRUBS				
	LISI	30	LIGUSTRUM SINENSE 'SUNSHINE' FL #1 MIN.	SUNSHINE LIGUSTRUM
	RHRF	20	RHODODENDRON 'RED FORMOSA' FL #1 MIN.	SOUTHERN INDICA HYBRID AZALEA
GROUND COVERS				
	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
SOD				
	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.)



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THE CITY OF MARY ESTHER
MARY ESTHER FL

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MEDIAN 1 LANDSCAPE PLAN

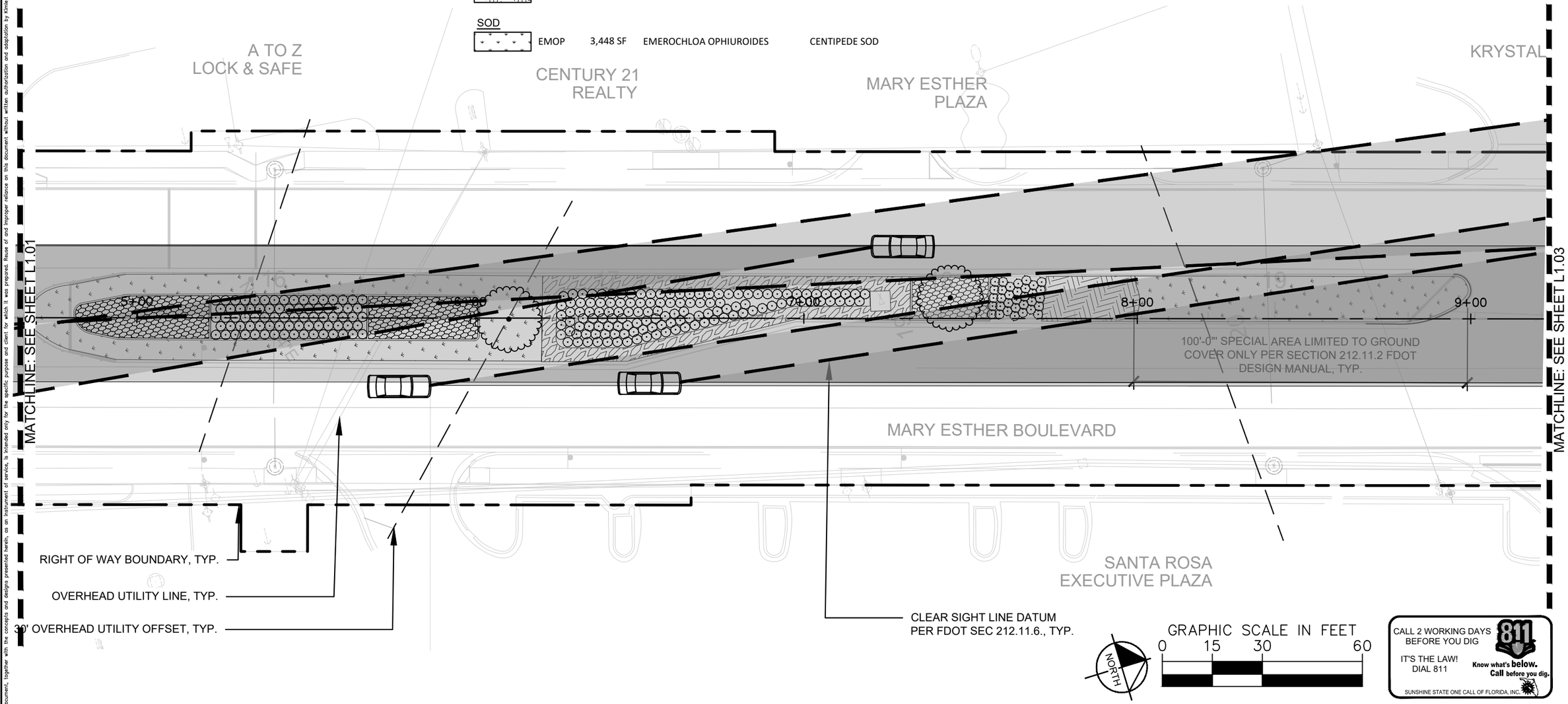
SHEET NUMBER
L1.01

PLANT LEGEND MEDIAN 2

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
CANOPY TREES				
	QUVI(2)	2	QUERCUS VIRGINIANA 'QVTIA' FL #1 MIN., 8' MIN. CLEAR TRUNK	HIGHRISE LIVE OAK

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
SHRUBS				
	ZAFL	33	ZAMIA FLORIDANA FL #1 MIN.	FLORIDA COONTIE
ORNAMENTAL GRASSES				
	MUCA	209	MUHLENBERGIA CAPILLARIS FL #1 MIN.	PINK MUHLY GRASS
GROUND COVERS				
	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
SOD				
	EMOP	3,448 SF	EMEROCHLOA OPHIUROIDES	CENTIPEDE SOD

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

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MEDIAN 2 LANDSCAPE PLAN

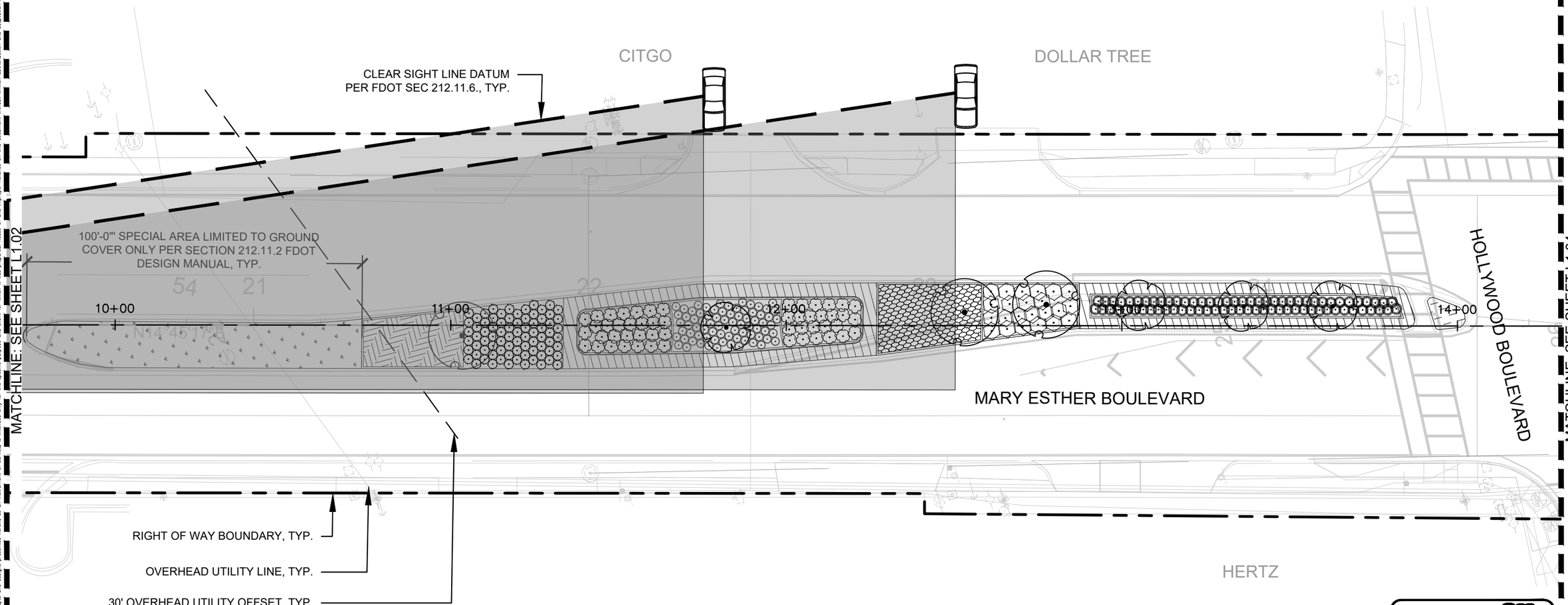
SHEET NUMBER
L1.02

PLANT LEGEND MEDIAN 3

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
CANOPY TREES				
	QUSH	3	QUERCUS SHUMARDII FL #1 MIN.	SHUMARD OAK
UNDERSTORY TREES				
	LAIN	4	LAGERSTROEMIA INDICA X FAURIEI `NATCHEZ` FL #1 MIN. SINGLE STANDARD TRUNK	NATCHEZ CRAPE MYRTLE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
SHRUBS				
	LISI	75	LIGUSTRUM SINENSE 'SUNSHINE' FL #1 MIN.	SUNSHINE LIGUSTRUM
	RHRF	23	RHODODENDRON 'RED FORMOSA' FL #1 MIN.	SOUTHERN INDICA HYBRID AZALEA
	VIOB	76	VIBURNUM OBOVATUM 'WHORLED CLASS' FULL, FL #1	DWARF WALTER'S VIBURNUM
	ZAFL	79	ZAMIA FLORIDANA FL #1 MIN.	FLORIDA COONTIE
ORNAMENTAL GRASSES				
	MISI	52	MISCANTHUS SINENSIS 'ADAGIO' FL #1 MIN.	ADAGIO EULALIA GRASS

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
GROUND COVERS				
	AGAF	262	AGAPANTHUS AFRICANUS	LILY OF THE NILE
	ARGL	137	ARACHIS GLABRATA	PERENNIAL PEANUT
	LIMU	212	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILYTURF
	TUVI	729	TULBAGHIA VIOLACIA	SOCIETY GARLIC
SOD				
	EMOP	1,292 SF	EMEROCHLOA OPHIUROIDES	CENTIPEDE SOD



NOTE:
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GRAPHIC SCALE IN FEET
0 15 30 60

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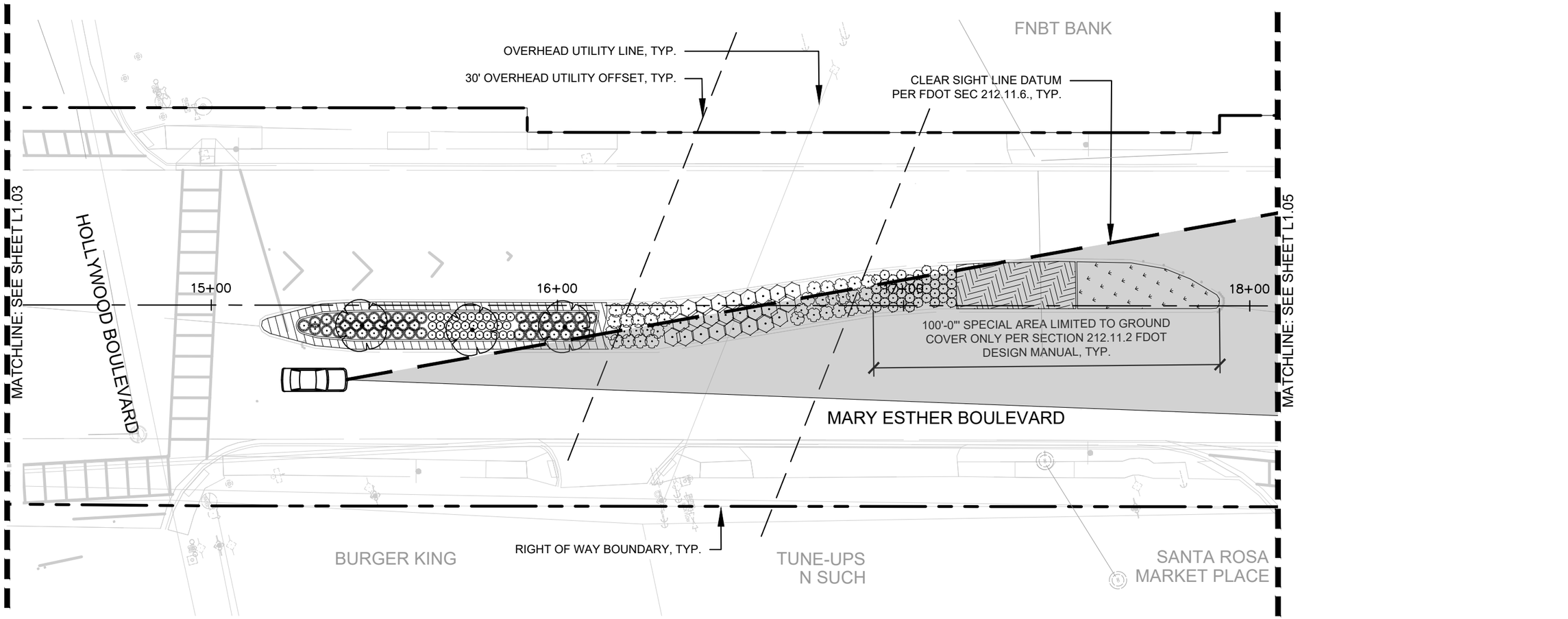
MEDIAN 3 LANDSCAPE PLAN

SHEET NUMBER
L1.03

PLANT LEGEND MEDIAN 4

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

NOTE:
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GRAPHIC SCALE IN FEET
0 15 30 60

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SCALE	AS SHOWN
DESIGNED BY	MLW
DRAWN BY	MLW
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MARY ESTHER FL

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MEDIAN 4 LANDSCAPE PLAN

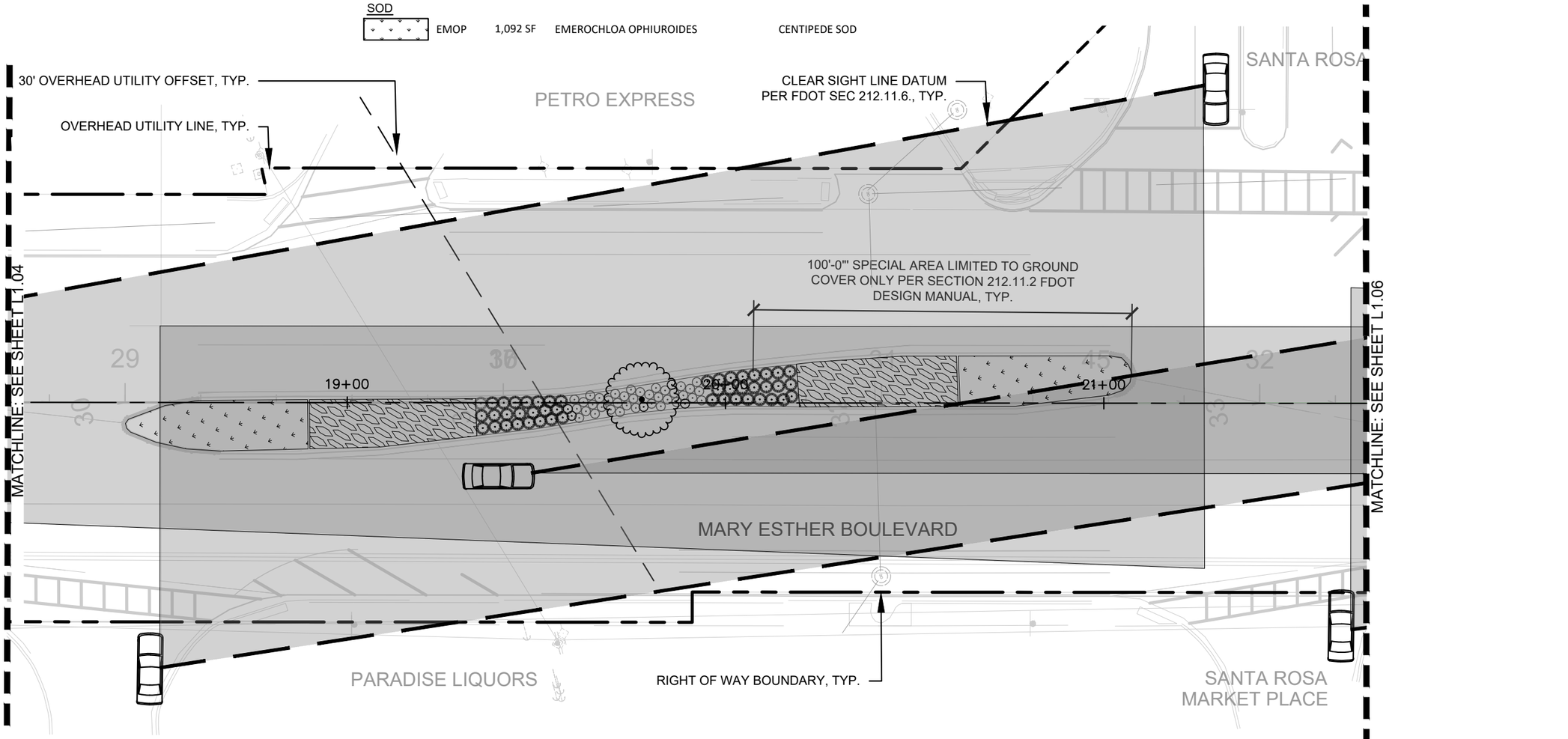
SHEET NUMBER
L1.04

PLANT LEGEND MEDIAN 5

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
CANOPY TREES				
	QUVI(2)	1	QUERCUS VIRGINIANA 'QVTIA' FL #1 MIN., 8' MIN. CLEAR TRUNK	HIGHRISE LIVE OAK

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
SHRUBS				
	LISI	46	LIGUSTRUM SINENSE 'SUNSHINE' FL #1 MIN.	SUNSHINE LIGUSTRUM
	VIOB	42	VIBURNUM OBOVATUM 'WHORLED CLASS' FULL, FL #1	DWARF WALTER'S VIBURNUM
GROUND COVERS				
	DITA	277	DIANELLA TASMANICA `VARIEGATA`	VARIEGATED FLAX LILY
SOD				
	EMOP	1,092 SF	EMEROCHLOA OPHIUROIDES	CENTIPEDE SOD

NOTE:
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MEDIAN 5 LANDSCAPE PLAN

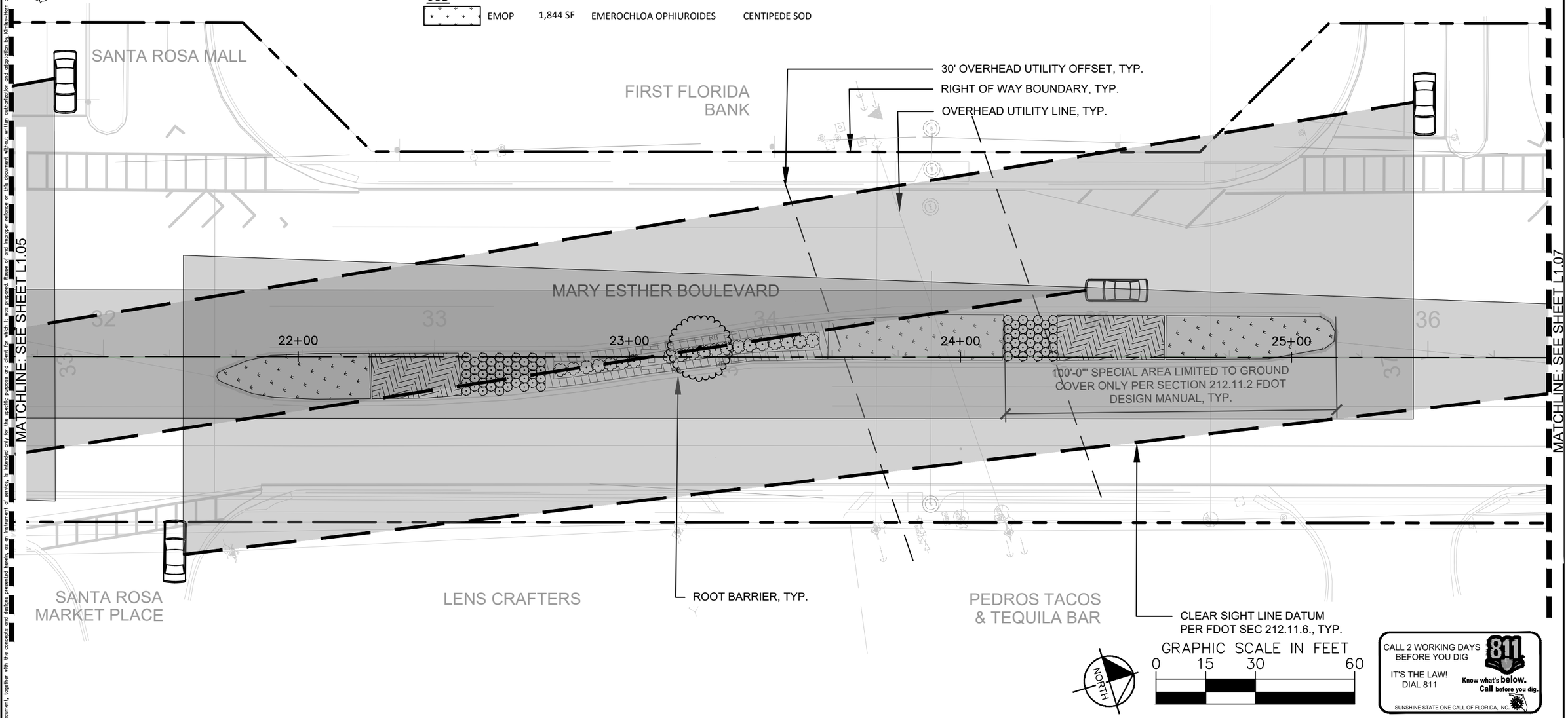
SHEET NUMBER
L1.05

PLANT LEGEND MEDIAN 6

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
CANOPY TREES				
	QUVI(2)	1	QUERCUS VIRGINIANA 'QVTIA' FL #1 MIN., 8' MIN. CLEAR TRUNK	HIGHRISE LIVE OAK
SHRUBS				
	ZAFL	75	ZAMIA FLORIDANA FL #1 MIN.	FLORIDA COONTIE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
ORNAMENTAL GRASSES				
	MISI	20	MISCANTHUS SINENSIS 'ADAGIO' FL #1 MIN.	ADAGIO EULALIA GRASS
GROUND COVERS				
	LIMU	367	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILYTURF
	TUVI	212	TULBAGHIA VIOLACIA	SOCIETY GARLIC
SOD				
	EMOP	1,844 SF	EMEROCHLOA OPHIUROIDES	CENTIPEDE SOD

NOTE:
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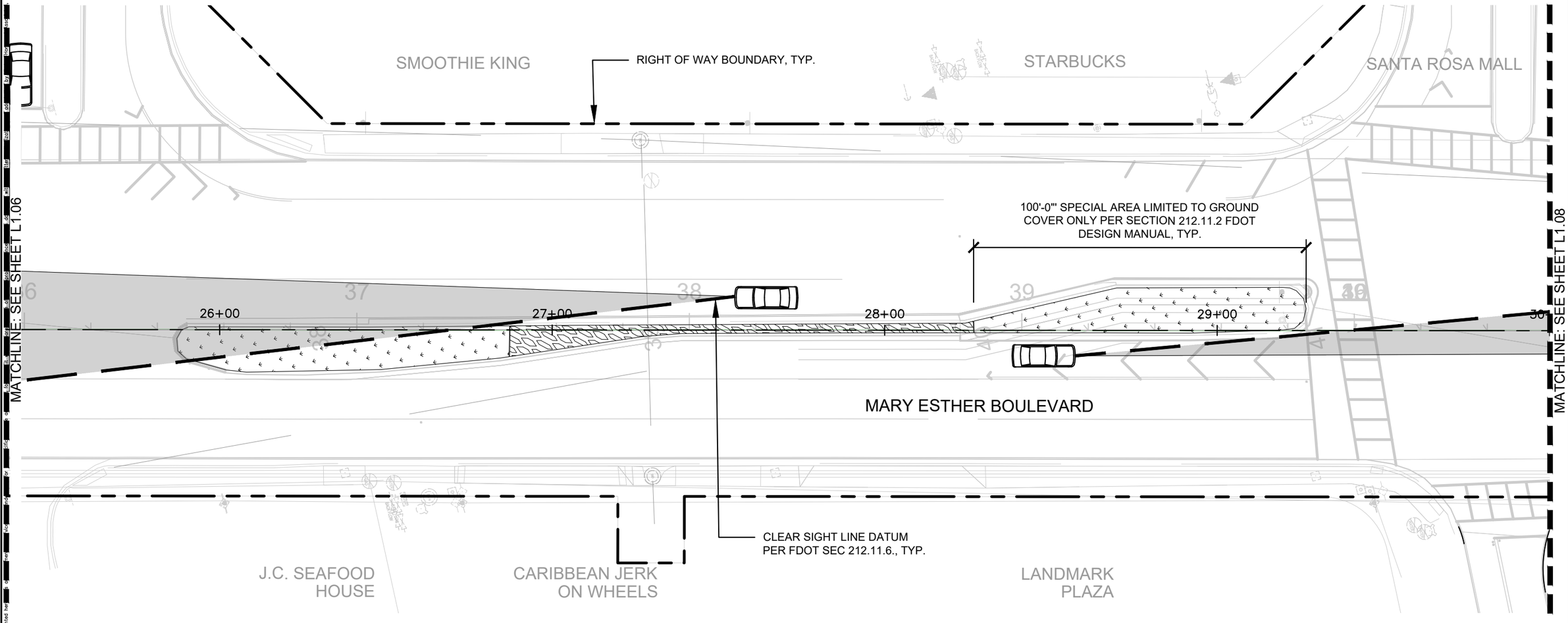
MEDIAN 6 LANDSCAPE PLAN

SHEET NUMBER
L1.06

PLANT LEGEND MEDIAN 7

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

NOTE:
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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
MARY ESTHER FL

LICENSED PROFESSIONAL
DATE:

MEDIAN 7 LANDSCAPE PLAN

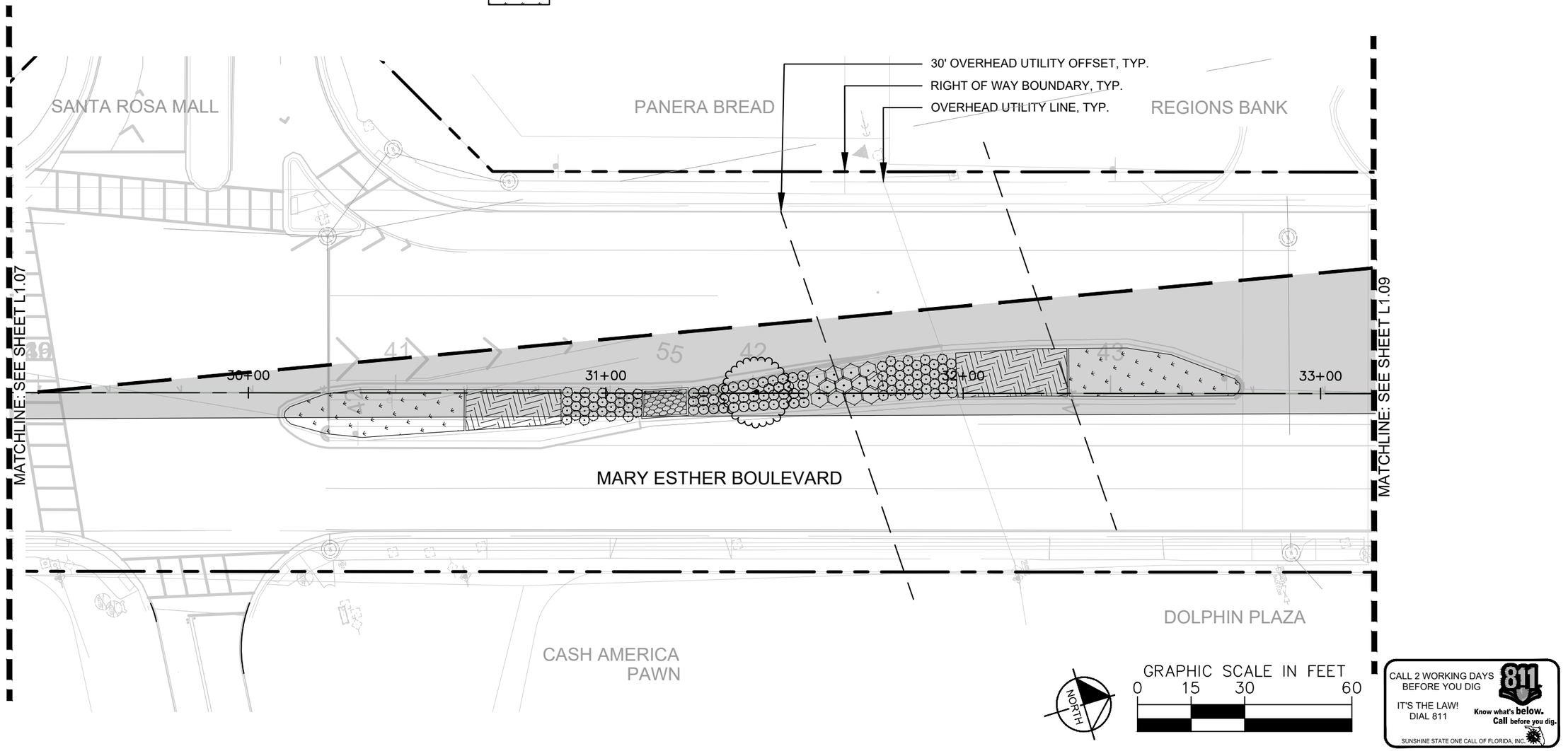
SHEET NUMBER
L1.07

PLANT LEGEND MEDIAN 8

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
CANOPY TREES				
	QUVI(2)	1	QUERCUS VIRGINIANA 'QVTIA' FL #1 MIN., 8' MIN. CLEAR TRUNK	HIGHRISE LIVE OAK
SHRUBS				
	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
ORNAMENTAL GRASSES				
	MUCA	40	MUHLENBERGIA CAPILLARIS FL #1 MIN.	PINK MUHLY GRASS
GROUND COVERS				
	AGAF	39	AGAPANTHUS AFRICANUS	LILY OF THE NILE
	LIMU	316	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILYTURF
SOD				
	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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MEDIAN 8 LANDSCAPE PLAN

SHEET NUMBER
L1.08

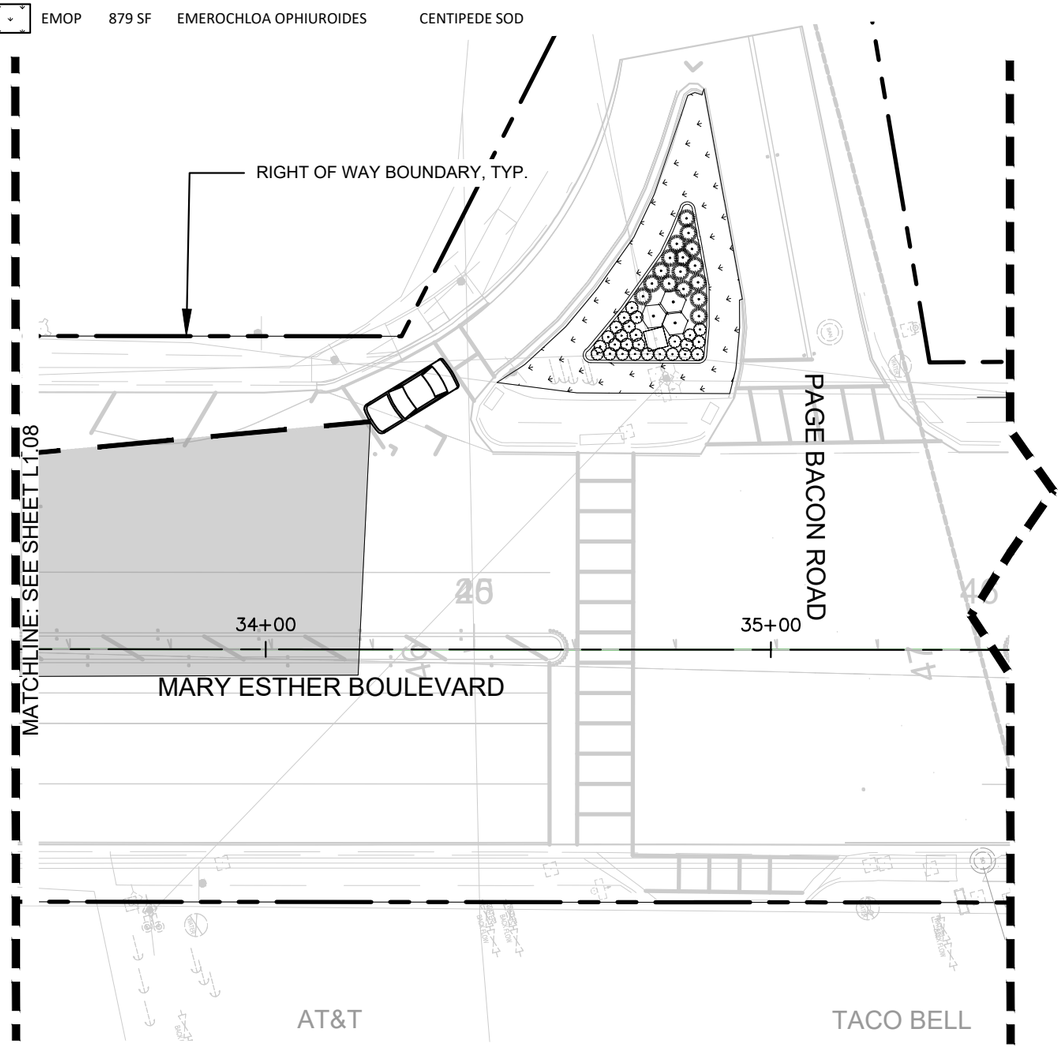
PLANT LEGEND MEDIAN 9

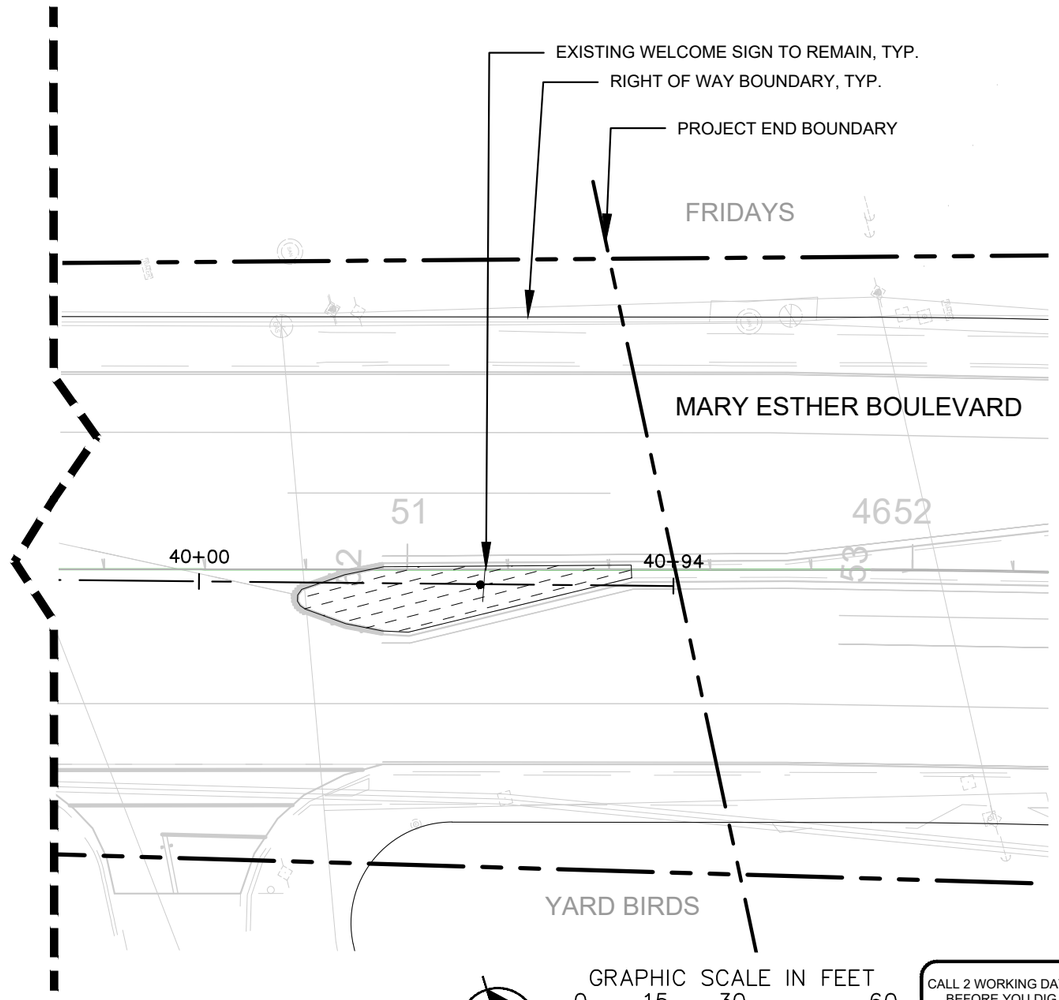
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME
SHRUBS				
	ILVO	26	ILEX VOMITORIA 'NANA' FL #1 MIN.	DWARF YAUPON HOLLY
	LISI	16	LIGUSTRUM SINENSE 'SUNSHINE' FL #1 MIN.	SUNSHINE LIGUSTRUM
	RHRF	3	RHODODENDRON 'RED FORMOSA' FL #1 MIN.	SOUTHERN INDICA HYBRID AZALEA
SOD				
	EMOP	879 SF	EMEROCHLOA OPHIUROIDES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

PLANT LEGEND MEDIAN 10

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

NOTE:
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GRAPHIC SCALE IN FEET
0 15 30 60

NORTH

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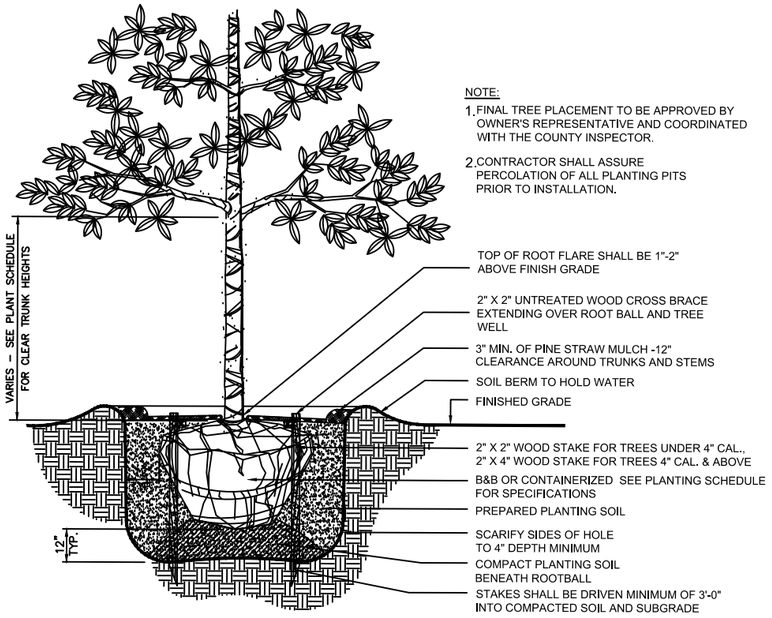
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MEDIAN 9 & 10 LANDSCAPE PLAN

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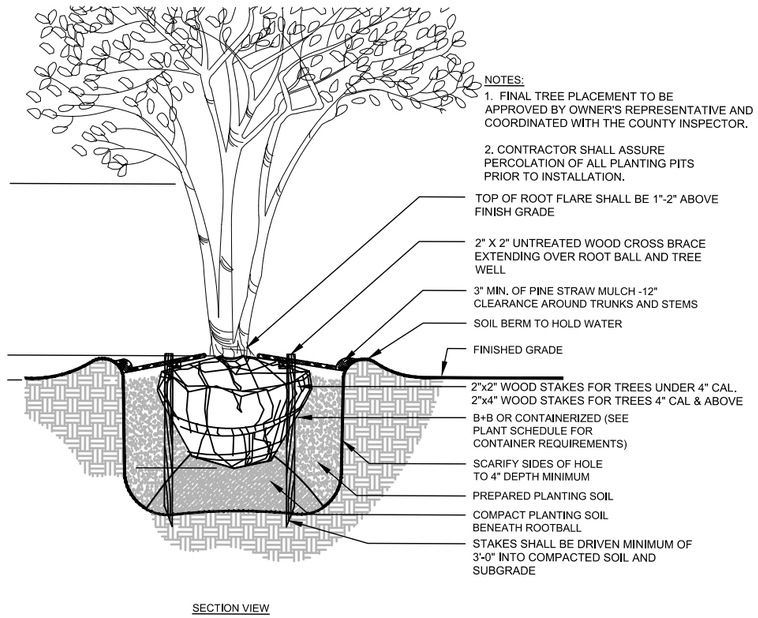


NOTE:
1. FINAL TREE PLACEMENT TO BE APPROVED BY OWNER'S REPRESENTATIVE AND COORDINATED WITH THE COUNTY INSPECTOR.
2. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

1 CANOPY TREE PLANTING

NTS

149-079-038-02

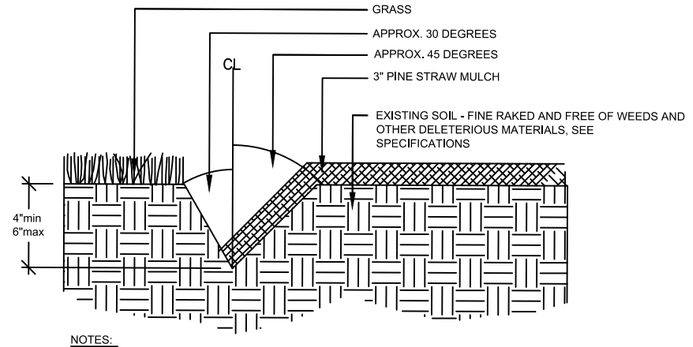


NOTES:
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SECTION VIEW

2 MULTI-TRUNK TREE PLANTING

NTS



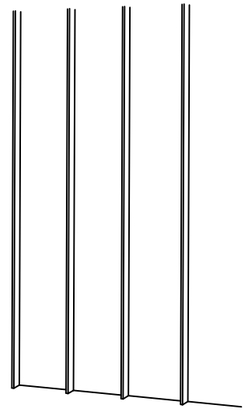
NOTES:
1. EXCAVATE TRENCH BY HAND WITH SPADE. ADD EXCESS SOIL TO ADJACENT PLANT BED AFTER PULLING BACK EXISTING MULCH, RAKE SOIL AND SMOOTH BEFORE MULCHING.
2. ALL EXISTING TREES TO BE SAVED SHALL HAVE MINIMUM OF 36 INCHES OF PINE STRAW MULCH RADIUS AROUND TRUNKS.

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.

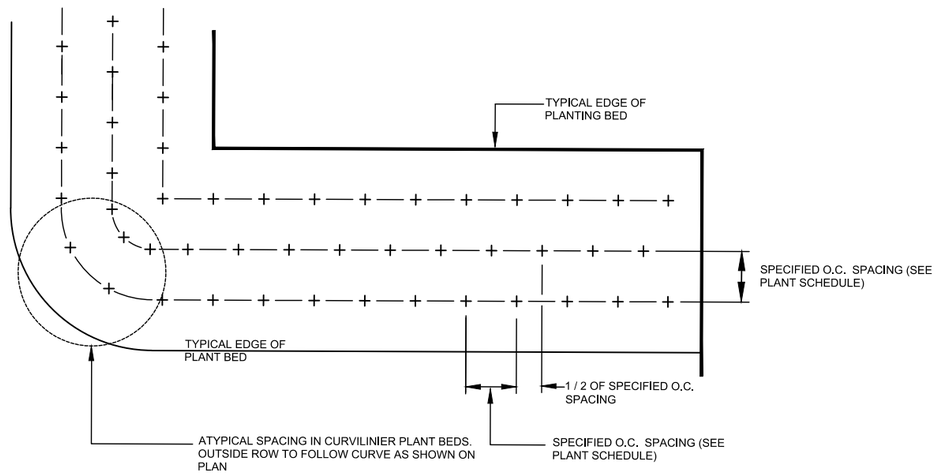


Detail A
TREE ROOT BARRIER PANEL

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 ~~/~~ PSI	145,000	D790
Hardness Shore	P66	D2240

4 TREE ROOT BARRIER

NTS



5 GROUNDCOVER SPACING

NTS

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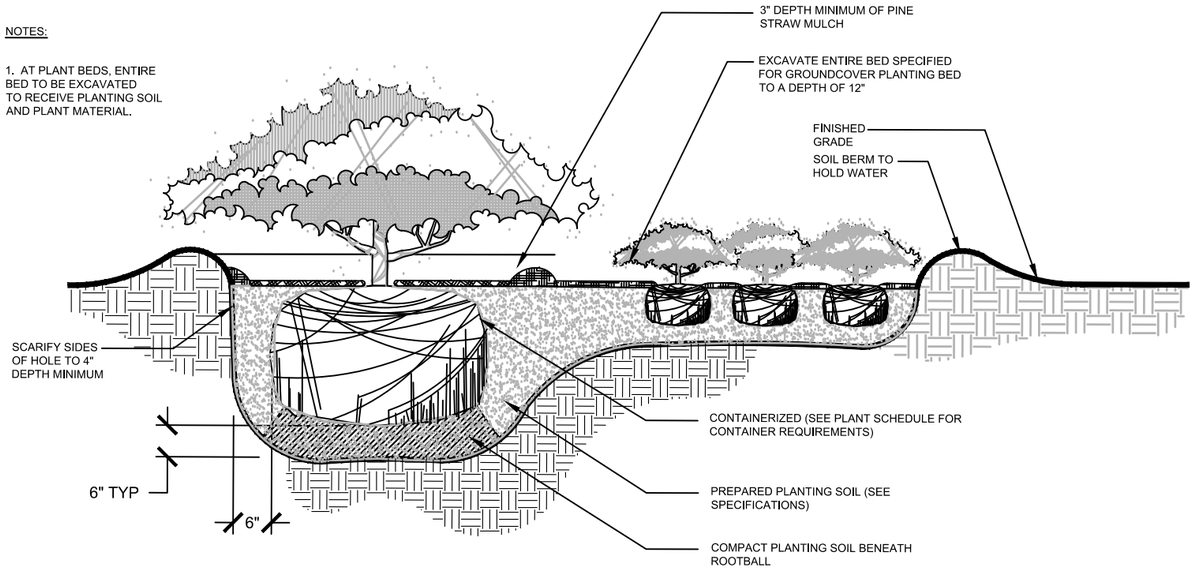
LANDSCAPE DETAILS

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NOTES:

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

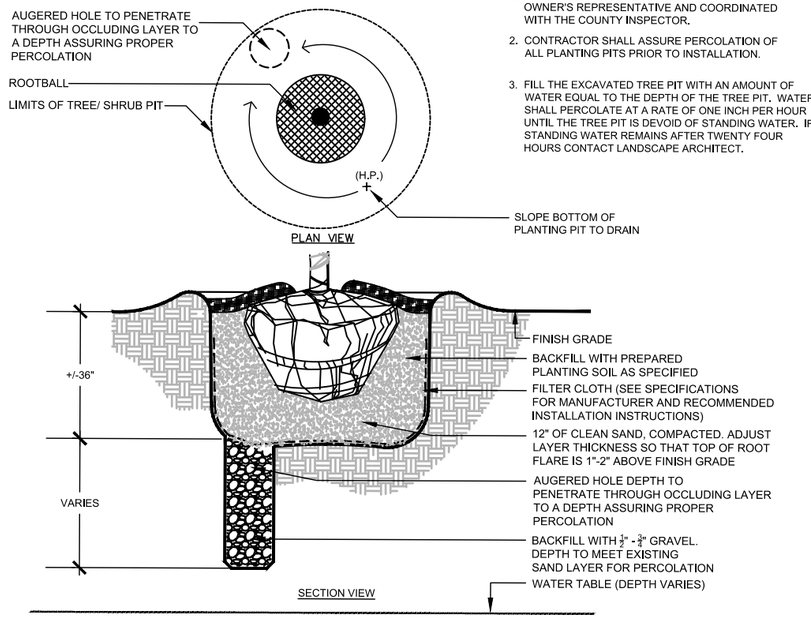


1 SHRUB PLANTING

NTS

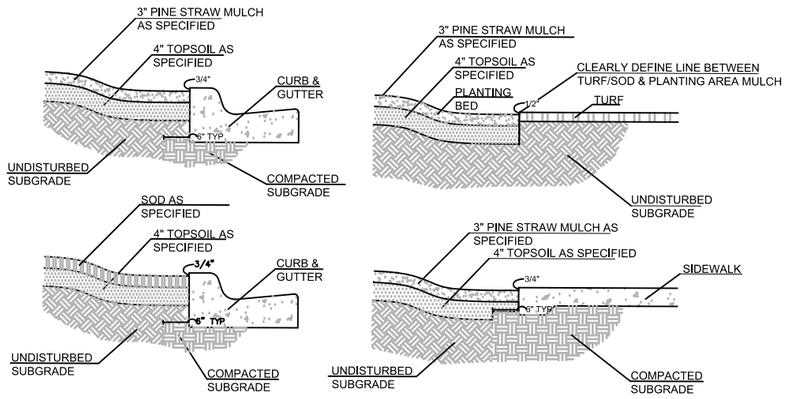
NOTE:

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.



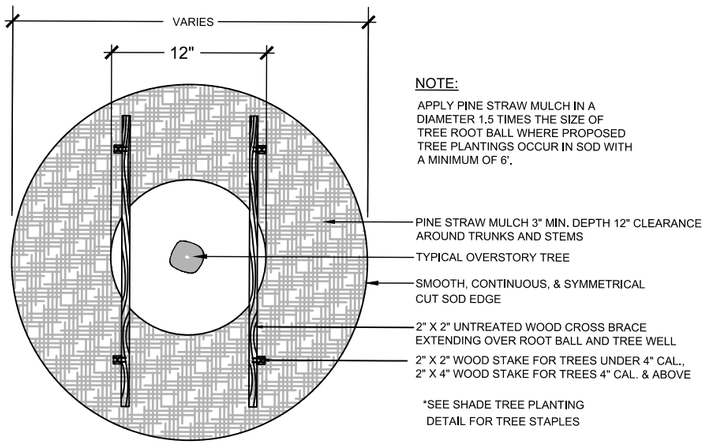
2 PLANTING IN POOR SOILS

NTS



3 TYPICAL EDGE CONDITIONS

NTS



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'.

*SEE SHADE TREE PLANTING DETAIL FOR TREE STAPLES

4 TREE MULCH RING

NTS

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GENERAL IRRIGATION NOTES

1. THE IRRIGATION CONTRACTOR SHALL VERIFY THAT THE EXISTING WELL AND PUMP STATION IS IN WORKING ORDER AND CONFIRM DEPTH AND PUMP SERVICE.
2. 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.
3. ALL CONSTRUCTION SHALL CONFORM TO CITY, COUNTY, STATE, AND FEDERAL REQUIREMENTS. IT SHALL E 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.
4. 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.
5. ELECTRICAL POWER SHALL BE PROVIDED WITHIN 5 FEET OF CONTROLLER LOCATION BY GENERAL CONTRACTOR.
6. 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.
7. IRRIGATION VALVES AND VALVE BOXES SHALL BE LOCATED IN LANDSCAPE BEDS OR GROUNDCOVER 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.
8. USE PVC SWING JOINT ASSEMBLIES TO CONNECT ALL SPRAY AND ROTOR HEADS.
9. 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.
10. 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.
11. DRIP LINE SHALL BE SUBMERSED PER MANUFACTURER RECOMMENDATIONS.
12. 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.
13. CONTRACTOR SHALL SUPPLY AND CONSTRUCT IRRIGATION SYSTEM WITH ALL MATERIALS AND PER MANUFACTURER SPECIFICATIONS SHOWN ON THIS PLAN. IF CONTRACTOR PREFERS MATERIALS THAT DIFFER FROM THE THIS PLAN, THEY SHALL BE APPROVED BY THE IRRIGATION DESIGNER PRIOR TO CONSTRUCTION.
14. VERIFY CONTROLLER AND RAIN SENSOR LOCATION AND MAINLINE POINT OF CONNECTION AT PROJECT SITE WITH OWNER.
15. EXISTING TREES TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. DO NOT TRENCH OR EXCAVATE WITHIN THE CRITICAL ROOT ZONE OF ANY TREE.
16. 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.
17. 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..
18. 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.
19. 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	WELL #1
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	WELL #2
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				

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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 FL

LICENSED PROFESSIONAL
DATE:

IRRIGATION NOTES

SHEET NUMBER
L0.20

IRRIGATION SCHEDULE

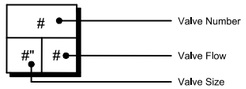
SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
6	RAIN BIRD 1806 MPR SERIES 06V	82	ADJ	30	≤ 1.48	6'
8	RAIN BIRD 1806 MPR SERIES 08V	52	ADJ	30	≤ 2.88	8'
10	RAIN BIRD 1806 MPR SERIES 10V	6	ADJ	30	≤ 2.99	10'
12	RAIN BIRD 1806 MPR SERIES 12V	52	ADJ	30	≤ 2.38	12'
15	RAIN BIRD 1806 MPR SERIES 15V	22	ADJ	30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

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD XCZ-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 XCZ-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
F	RAIN BIRD MDCFCAP - FLUSH VALVE DRIPLINE FLUSH VALVE CAP IN COMPRESSION FITTING COUPLER.	13
A	RAIN BIRD ARV050 - AIR RELIEF VALVE 1/2IN. AIR RELIEF VALVE, MADE OF QUALITY RUST-PROOF MATERIALS, WITH A 6IN. 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
MV	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
C1	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

C2	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
RS1	RAIN BIRD RSD-BEX RAIN SENSOR, WITH METAL LATCHING BRACKET, EXTENSION WIRE.	1
RS2	RAIN BIRD RSD-BEX RAIN SENSOR, WITH METAL LATCHING BRACKET, EXTENSION WIRE.	1
FS1	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
FS2	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
WELL 1	EXISTING IRRIGATION WELL ADD PUMP STATION	1
WELL 2	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

Valve Callout



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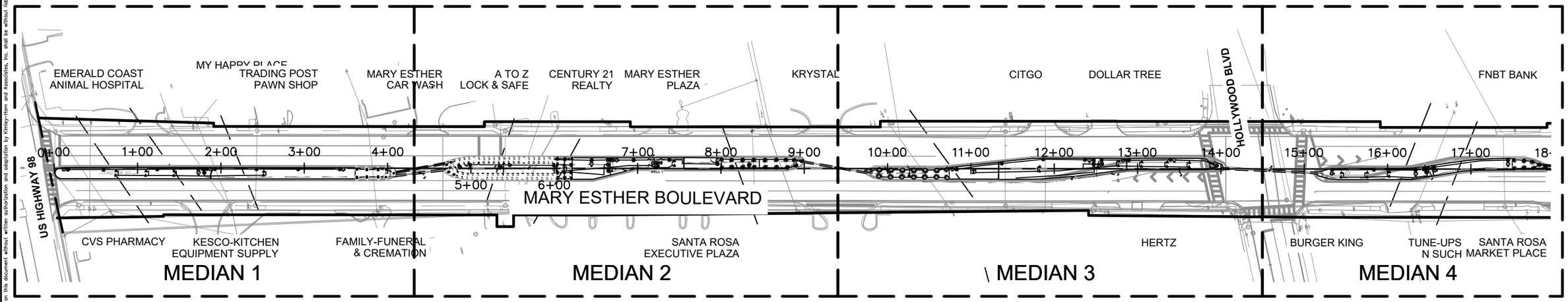
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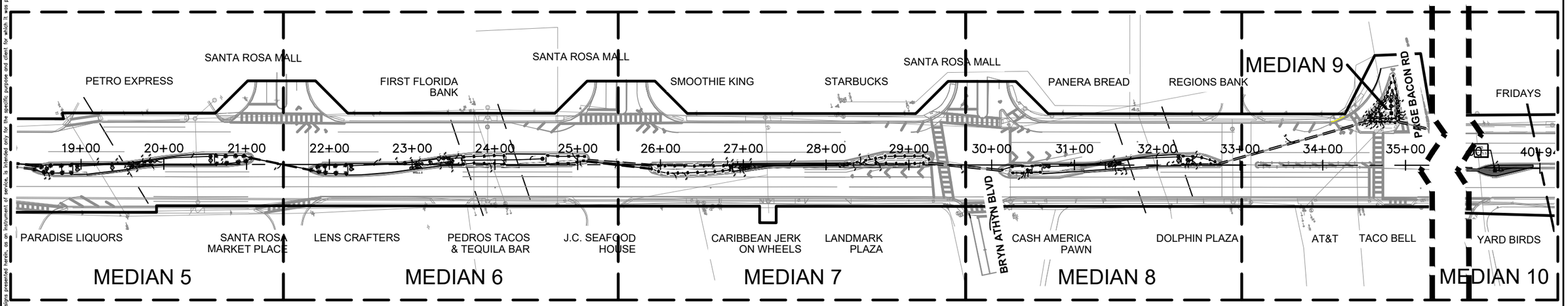
MARY ESTHER BOULEVARD MEDIAN LANDSCAPING
PREPARED FOR
THE CITY OF MARY ESTHER
MARY ESTHER FL

LICENSED PROFESSIONAL
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IRRIGATION SCHEDULE

SHEET NUMBER
L0.21





GRAPHIC SCALE IN FEET
0 60 120 240

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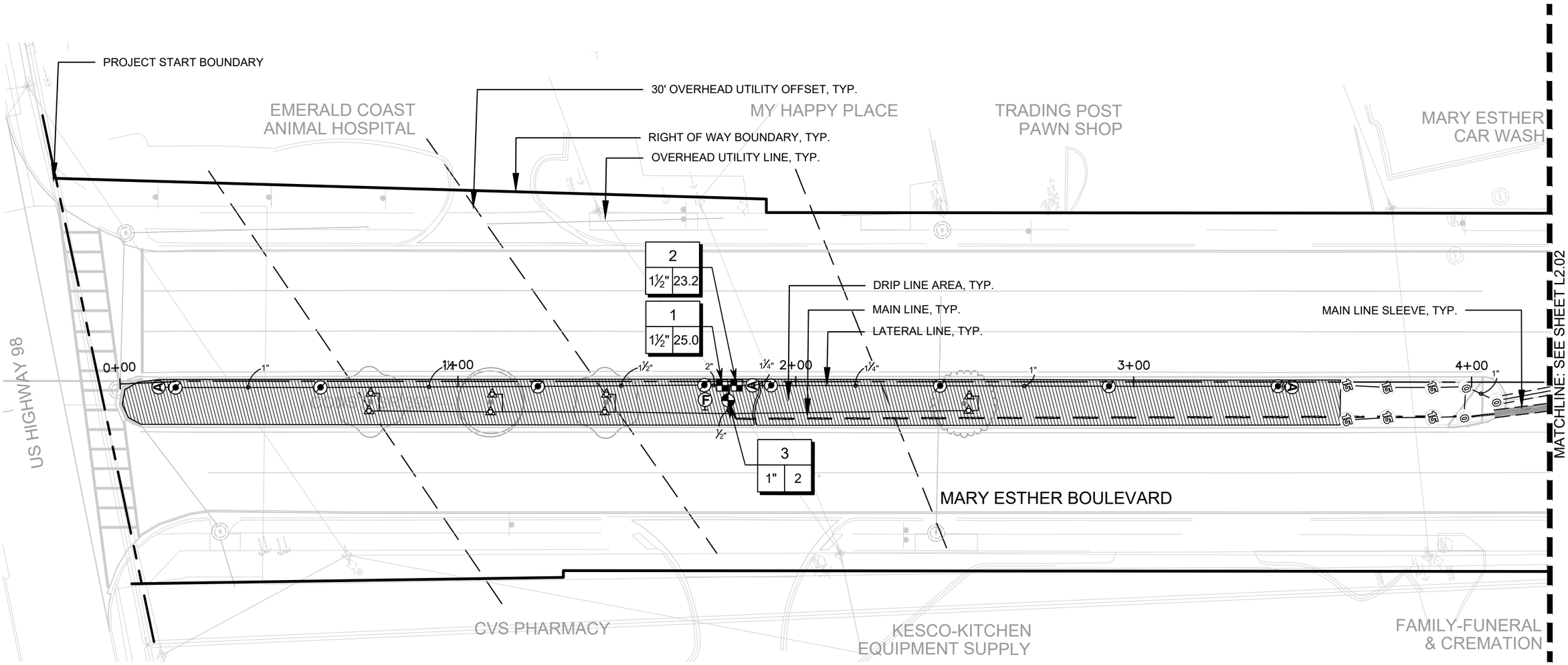
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OVERALL IRRIGATION PLAN

SHEET NUMBER
L2.00

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



GRAPHIC SCALE IN FEET
0 15 30 60

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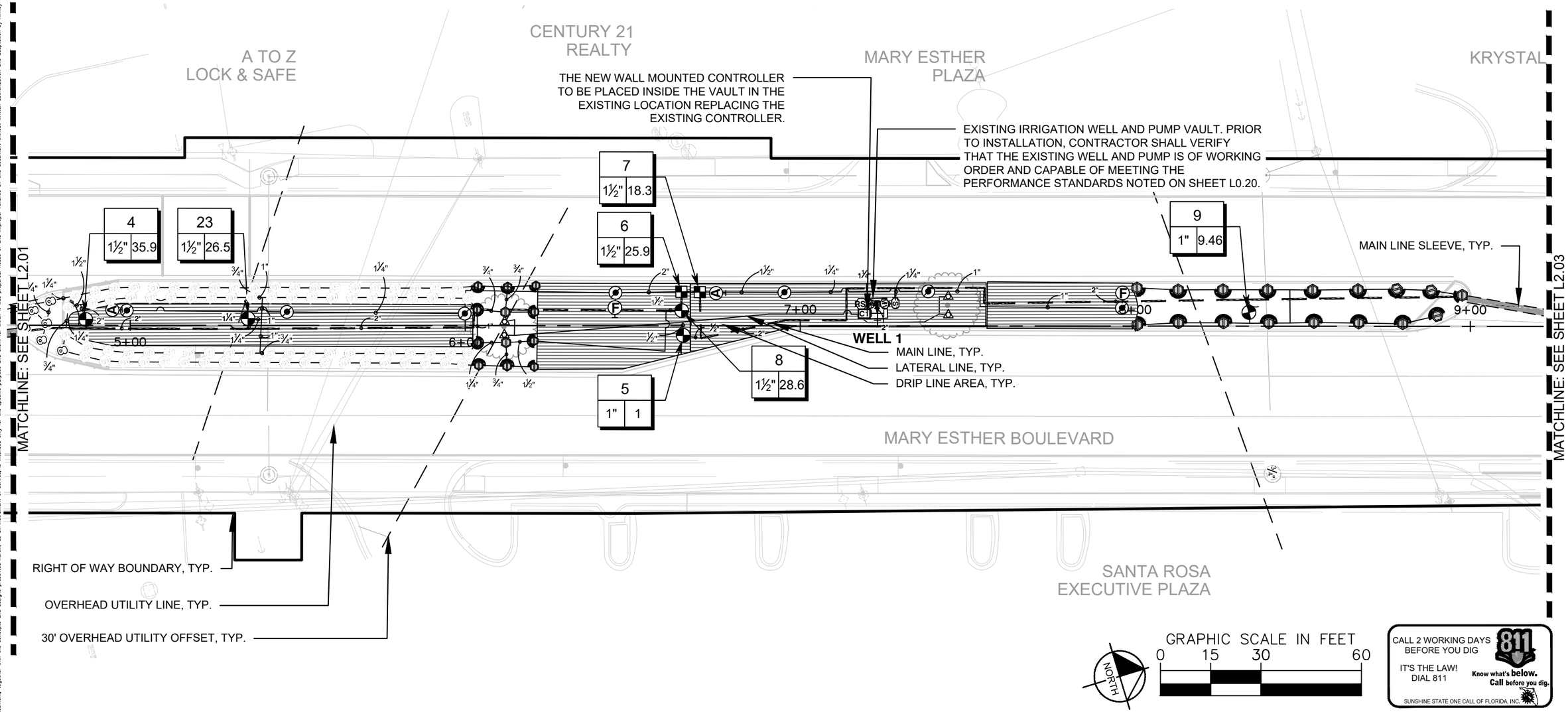
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MEDIAN 1 IRRIGATION PLAN

SHEET NUMBER
L2.01

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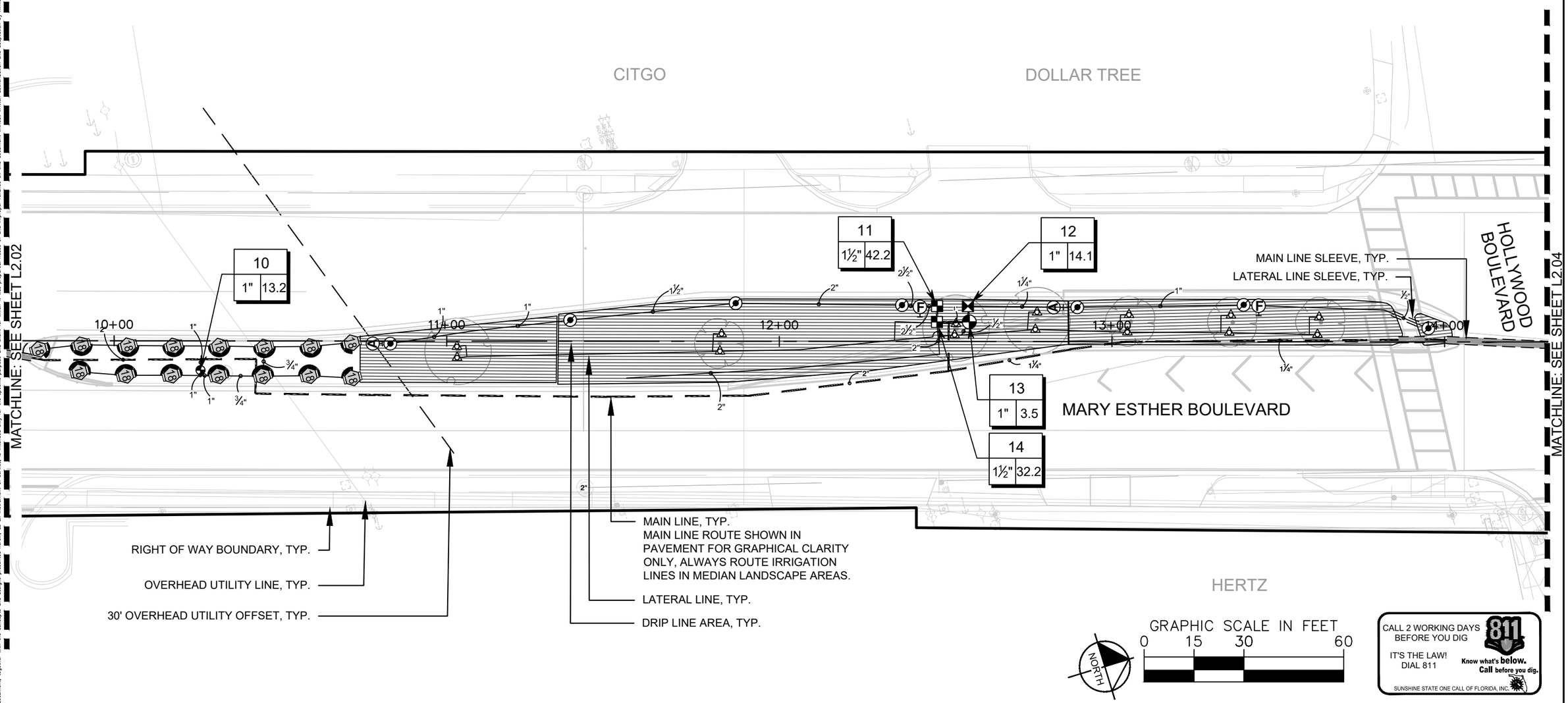
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MEDIAN 2 IRRIGATION PLAN

SHEET NUMBER
L2.02

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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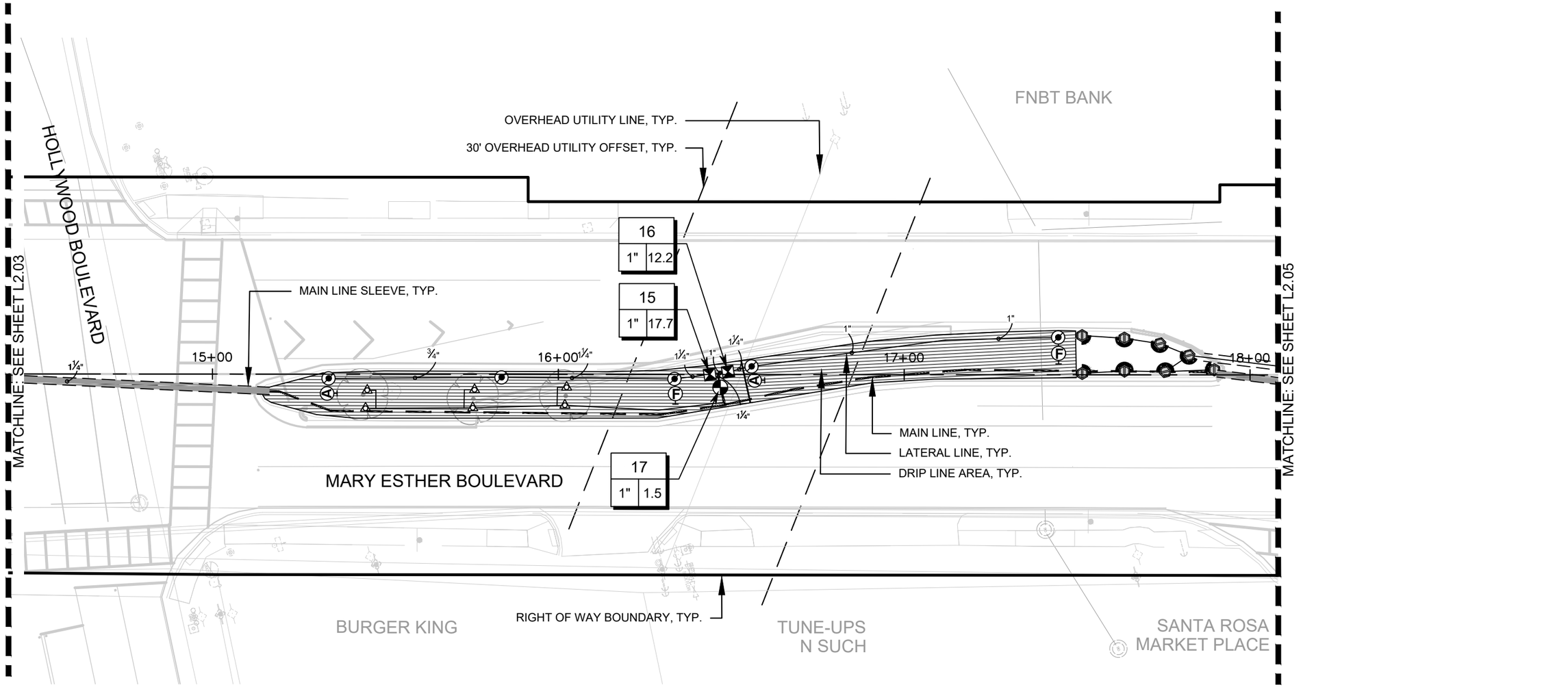
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MEDIAN 3 IRRIGATION PLAN

SHEET NUMBER
L2.03

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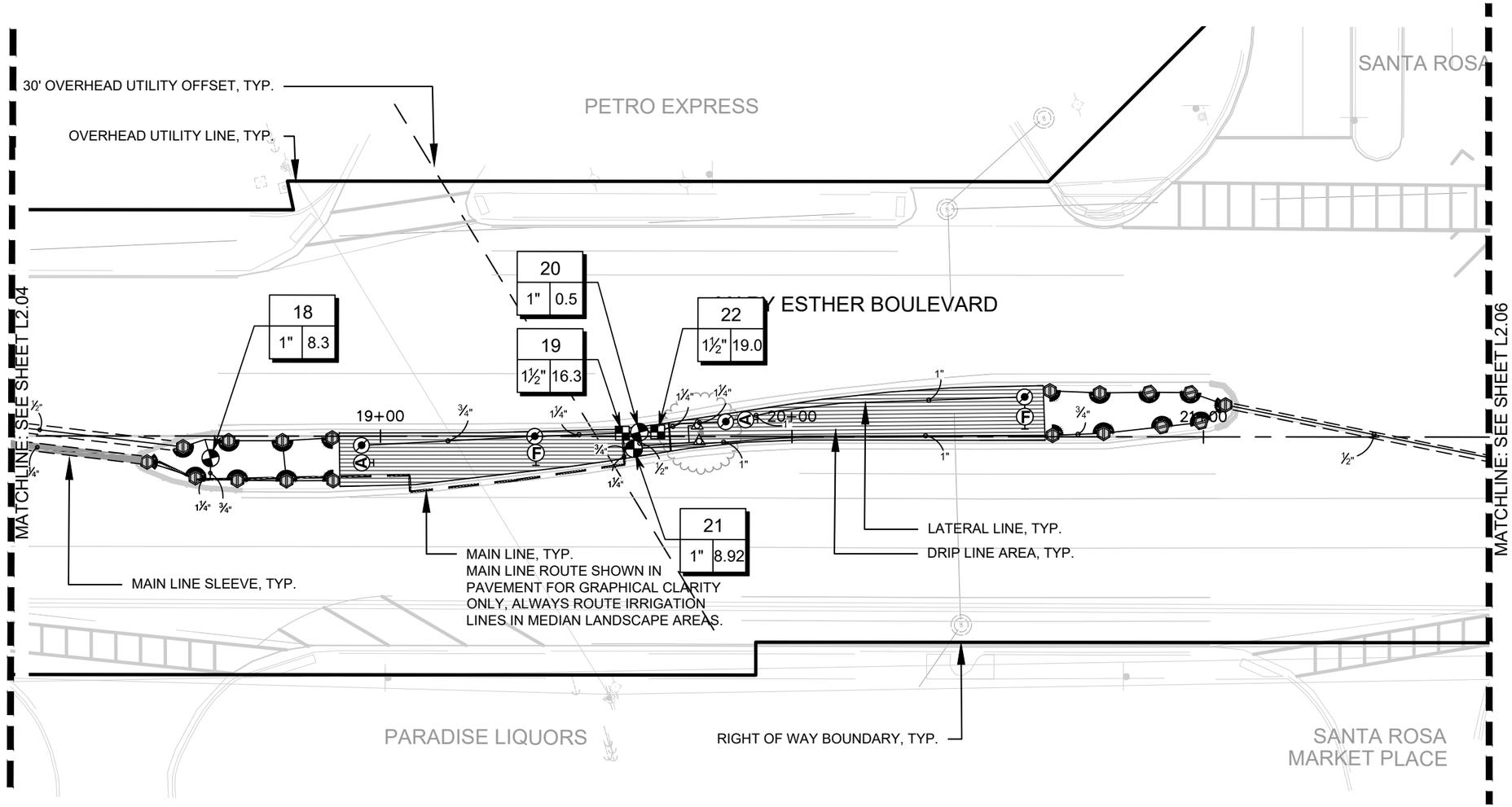
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DATE:

MEDIAN 4 IRRIGATION PLAN

SHEET NUMBER
L2.04

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MEDIAN 5 IRRIGATION PLAN

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L2.05

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

MATCHLINE: SEE SHEET L2.05

SANTA ROSA MALL

FIRST FLORIDA BANK

30' OVERHEAD UTILITY OFFSET, TYP.

RIGHT OF WAY BOUNDARY, TYP.

OVERHEAD UTILITY LINE, TYP.

EXISTING IRRIGATION WELL AND PUMP VAULT. PRIOR TO INSTALLATION, CONTRACTOR SHALL VERIFY THAT THE EXISTING WELL AND PUMP IS OF WORKING ORDER AND CAPABLE OF MEETING THE PERFORMANCE STANDARDS NOTED ON SHEET L0.20.

MAIN LINE SLEEVE, TYP.

MATCHLINE: SEE SHEET L2.07

24	
1½"	50.1

22+00 23+00 24+00 25+00

WELL 2

36	
1"	9.72

25	
1"	0.5

MARY ESTHER BOULEVARD

THE NEW WALL MOUNTED CONTROLLER TO BE PLACED INSIDE THE VAULT IN THE EXISTING LOCATION REPLACING THE EXISTING CONTROLLER.

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.

SANTA ROSA MARKET PLACE

LENS CRAFTERS

PEDROS TACOS & TEQUILA BAR

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

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No.	REVISIONS	DATE	BY

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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

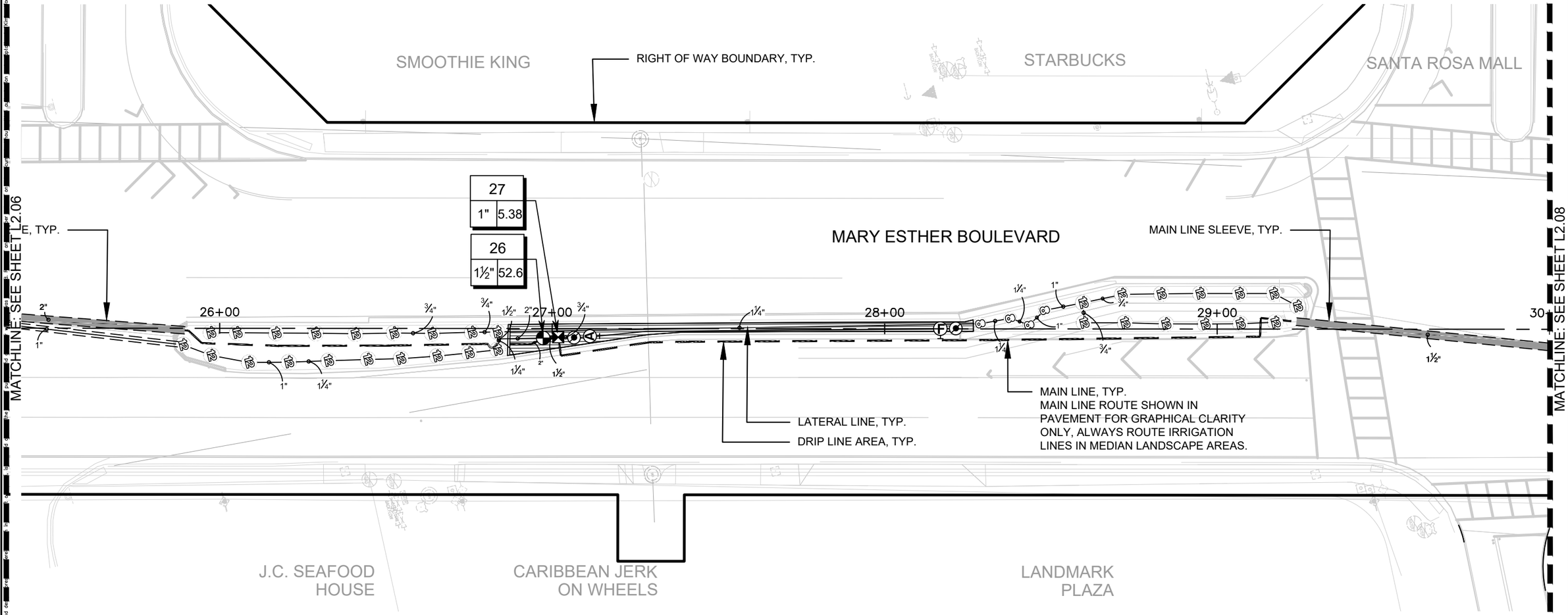
MARY ESTHER BOULEVARD MEDIAN LANDSCAPING
PREPARED FOR
THE CITY OF MARY ESTHER
MARY ESTHER FL

LICENSED PROFESSIONAL
DATE:

MEDIAN 6 IRRIGATION PLAN

SHEET NUMBER
L2.06

NOTES:
1. ALL SLEEVES SHALL BE DIRECTIONALLY BORED UNDER EXISTING PAVEMENT. CONTRACTOR TO VERIFY ANY UNDER GROUND UTILITY CONFLICTS PRIOR TO BORE, CONTRACTOR TO COORDINATE TRAFFIC CONTROL CONFLICTS WITH THE CITY, SEE TEMORARY TRAFFIC CONTROL PLAN ON SHEET C4.00.
2. SEE SHEET L0.20 FOR FULL IRRIGATION SCHEDULE.



GRAPHIC SCALE IN FEET
0 15 30 60

NORTH

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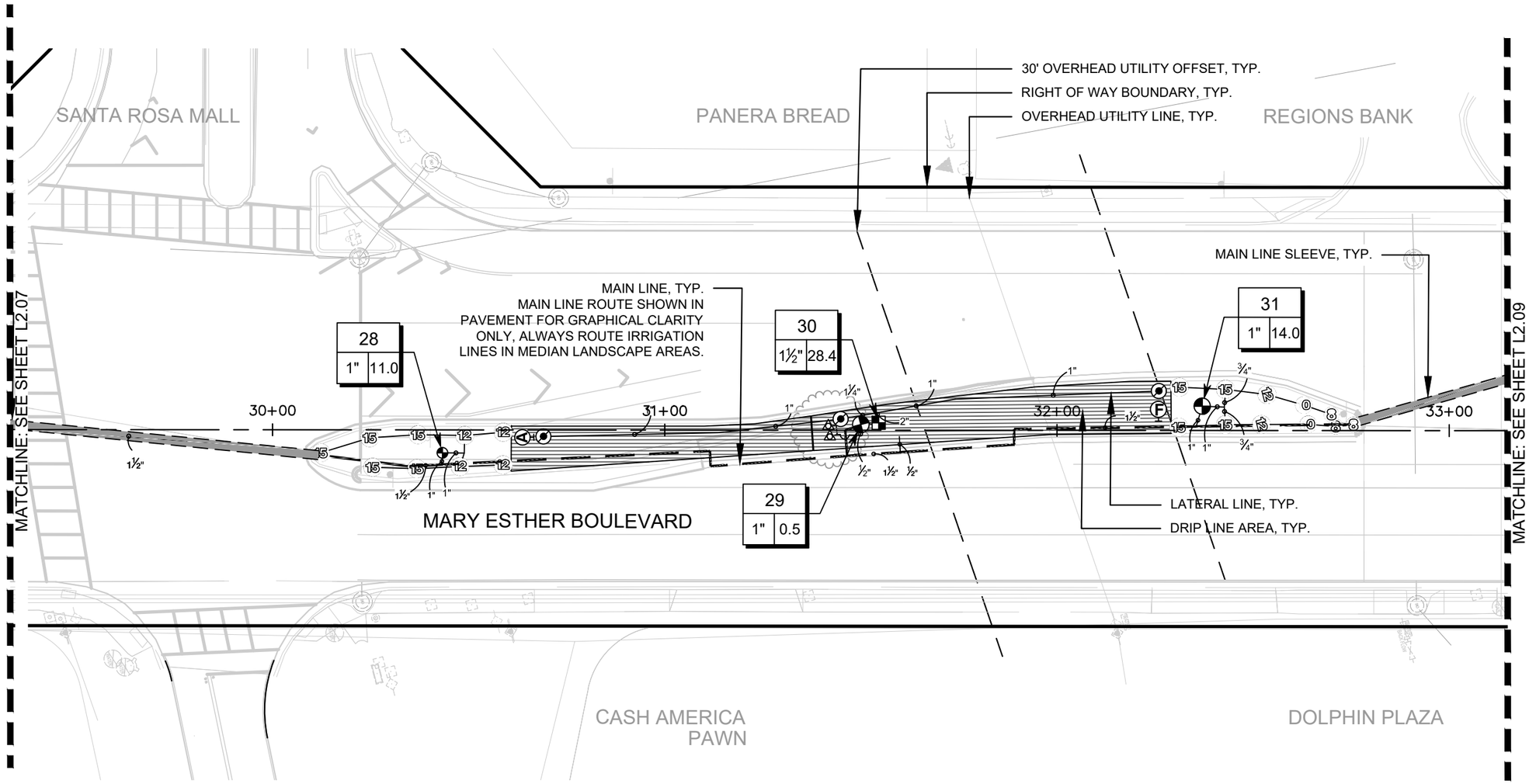
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MEDIAN LANDSCAPING
PREPARED FOR
THE CITY OF MARY ESTHER
MARY ESTHER FL

LICENSED PROFESSIONAL
DATE:

MEDIAN 7 IRRIGATION PLAN

SHEET NUMBER
L2.07

NOTES:
1. ALL SLEEVES SHALL BE DIRECTIONALLY BORED UNDER EXISTING PAVEMENT. CONTRACTOR TO VERIFY ANY UNDER GROUND UTILITY CONFLICTS PRIOR TO BORE, CONTRACTOR TO COORDINATE TRAFFIC CONTROL CONFLICTS WITH THE CITY, SEE TEMORARY TRAFFIC CONTROL PLAN ON SHEET C4.00.
2. SEE SHEET L0.20 FOR FULL IRRIGATION SCHEDULE.



GRAPHIC SCALE IN FEET
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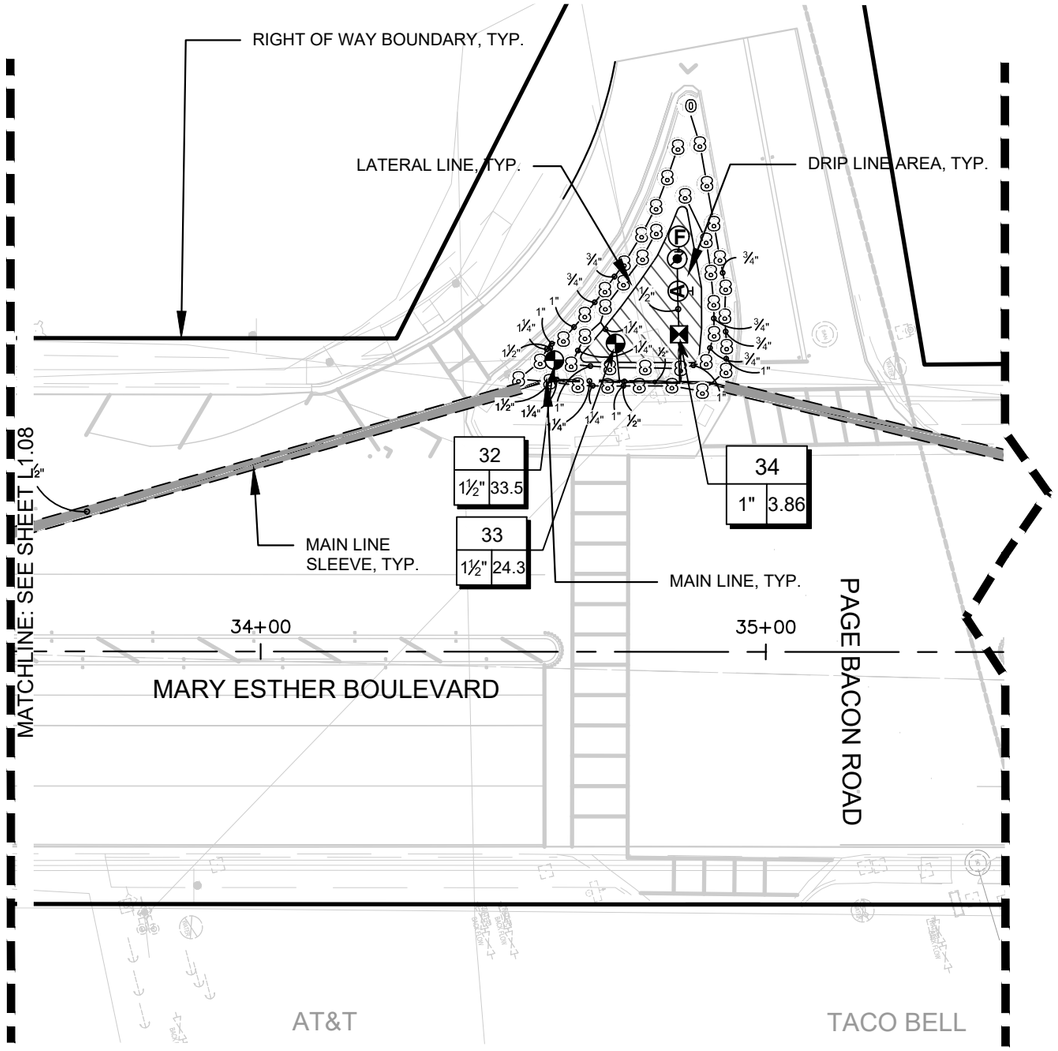
MARY ESTHER BOULEVARD
MEDIAN LANDSCAPING
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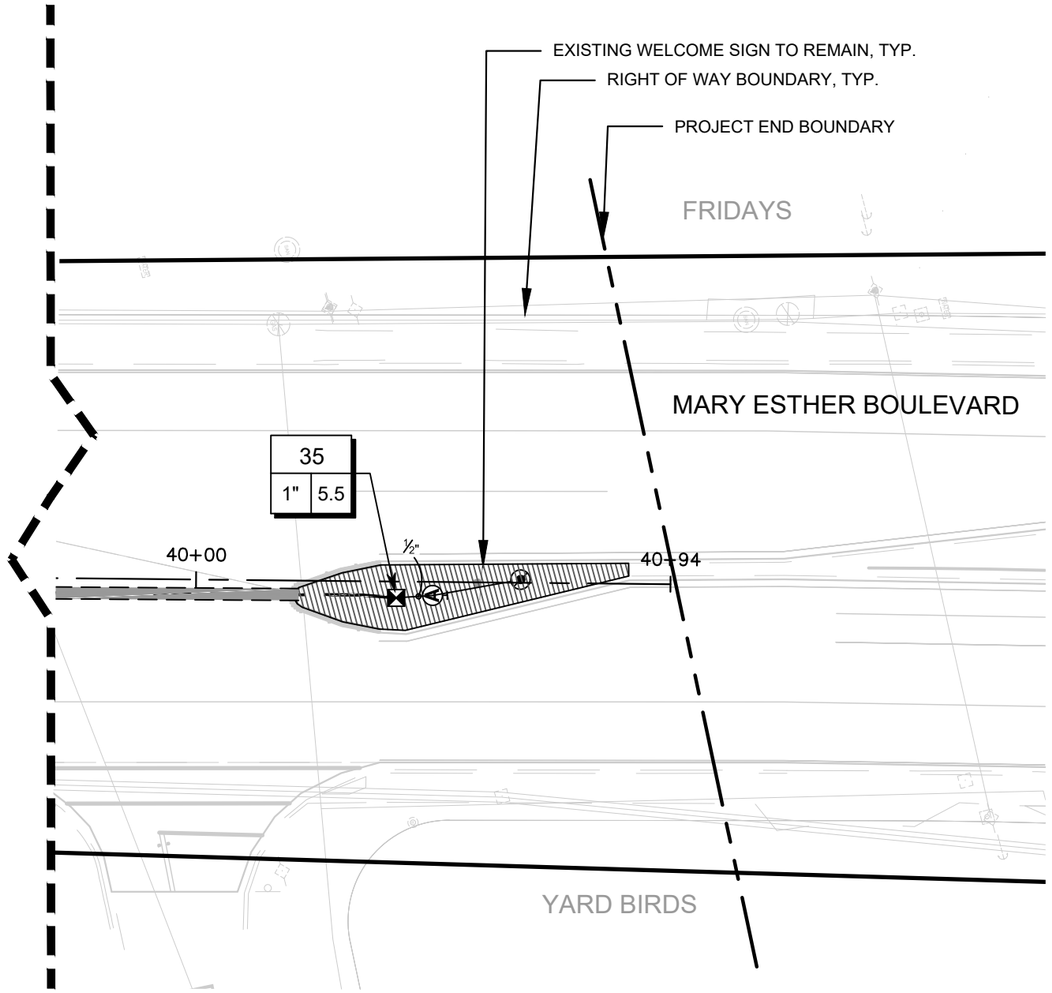
LICENSED PROFESSIONAL
DATE:

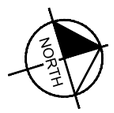
MEDIAN 8 IRRIGATION PLAN

SHEET NUMBER
L2.08

NOTES:
1. ALL SLEEVES SHALL BE DIRECTIONALLY BORED UNDER EXISTING PAVEMENT. CONTRACTOR TO VERIFY ANY UNDER GROUND UTILITY CONFLICTS PRIOR TO BORE, CONTRACTOR TO COORDINATE TRAFFIC CONTROL CONFLICTS WITH THE CITY, SEE TEMORARY TRAFFIC CONTROL PLAN ON SHEET C4.00.
2. SEE SHEET L0.20 FOR FULL IRRIGATION SCHEDULE.







GRAPHIC SCALE IN FEET
0 15 30 60

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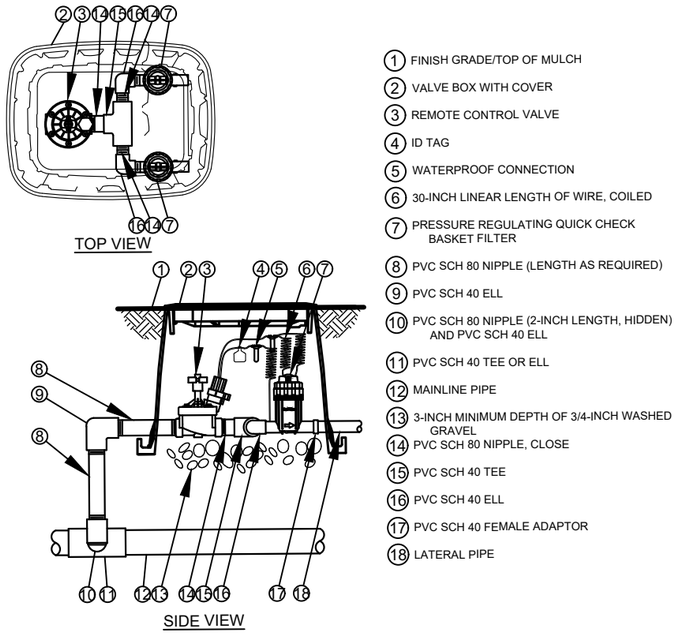
MARY ESTHER BOULEVARD
MEDIAN LANDSCAPING
PREPARED FOR
THE CITY OF MARY ESTHER
MARY ESTHER FL

LICENSED PROFESSIONAL
DATE:

MEDIAN 9 & 10 IRRIGATION PLAN

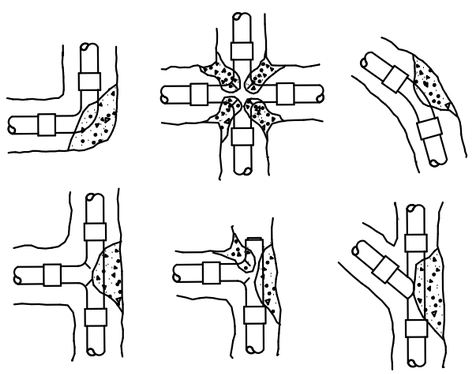
SHEET NUMBER
L2.09

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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

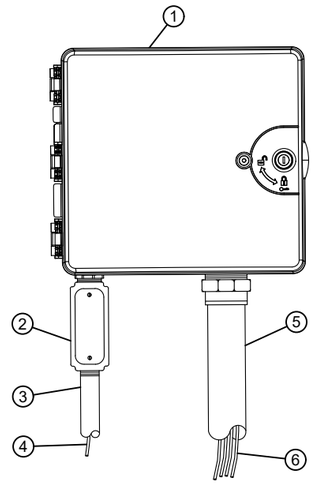


INSTALLATION NOTES

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

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

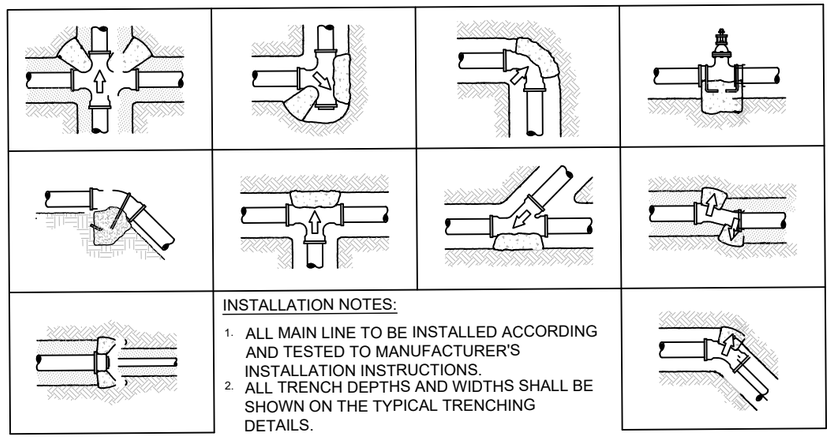
4 THRUST BLOCK REINFORCEMENT
SECTION — NTS



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

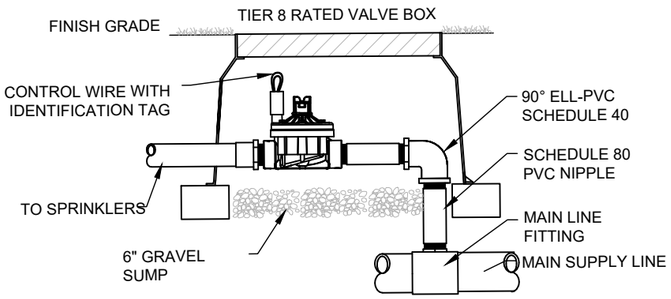
NOTES:
1. FOR EASE OF INSTALLATION INTO A CONTROLLER WITH MORE THAN 24 STATIONS, INSTALL A JUNCTION BOX AT THE BASE OF CONTROLLER AND TRANSITION LARGER VALVE AND COMMON WIRES FROM FIELD TO 18 AWG MULTI CONDUCTOR WIRE TO BE USED IN CONTROLLER.
2. USE STEEL CONDUIT FOR ABOVE GRADE AND SCH 40 PVC CONDUIT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

2 TYPICAL CONTROLLER
ELEVATION — NTS



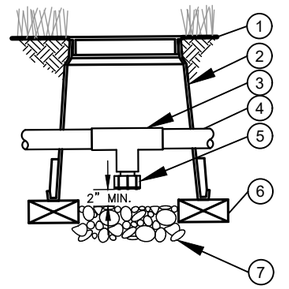
INSTALLATION NOTES:
1. ALL MAIN LINE TO BE INSTALLED ACCORDING AND TESTED TO MANUFACTURER'S INSTALLATION INSTRUCTIONS.
2. ALL TRENCH DEPTHS AND WIDTHS SHALL BE SHOWN ON THE TYPICAL TRENCHING DETAILS.

3 TYPICAL THRUST BLOCK
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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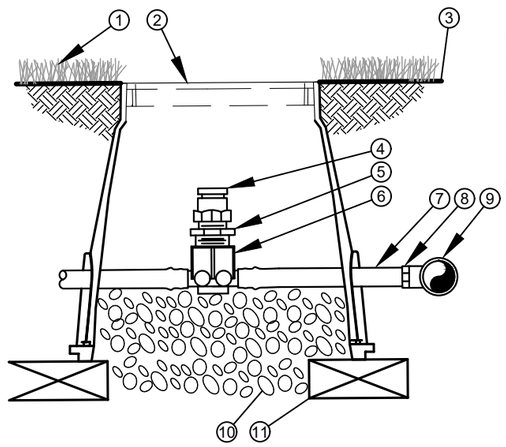
LICENSED PROFESSIONAL
DATE:

IRRIGATION DETAILS

SHEET NUMBER
L2.50

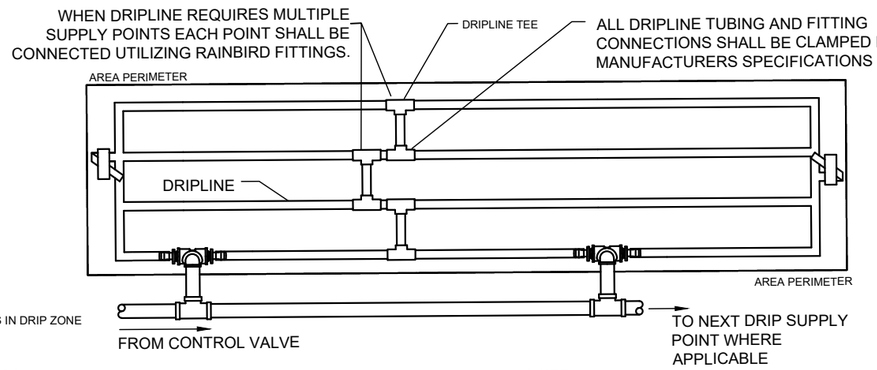
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1. TURF GRASS
2. VALVE BOX LID
3. FINISH GRADE
4. ½" AIR RELIEF VALVE: TO BE INSTALLED AT HIGH POINTS IN DRIP ZONE
5. ½" X ¾" PVC REDUCER BUSHING
6. BARB X FEMALE THREAD CONNECTOR:
7. ½" BLANK DRIPLINE TUBING:
8. BARB X MALE THREAD CONNECTOR:
9. PVC TEE CONNECTED TO PVC HEADER PIPE
10. 3" MINIMUM DEPTH OF ¾" WASHED GRAVEL
11. BRICK (1 OF 2)

7 AIR RELIEF VALVE IN XFS DRIP LINE
SECTION



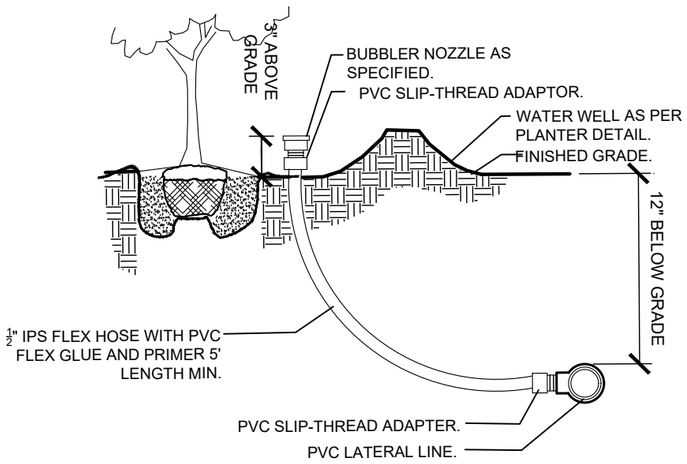
CONTRACTOR TO REFER TO IRRIGATION PLAN FOR LOCATION OF CONTROL VALVES THAT UTILIZE MULTIPLE DRIPLINE SUPPLY CONNECTIONS. IF NOT SHOWN, INSTALL WITHIN ADJACENT GREEN AREA NOT IN A HIGHLY VISIBLE AREA.

NOTE:

1. DRIP TUBING TO BE ROUTED IN THE PLANT MATERIAL BED WITH AT MAXIMUM LATERAL SPACING OF 16 INCHES.
2. DRIP TUBING TO BE INSTALLED IN A GRID PATTERN. DRIP 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 DRIP LINE
PLAN

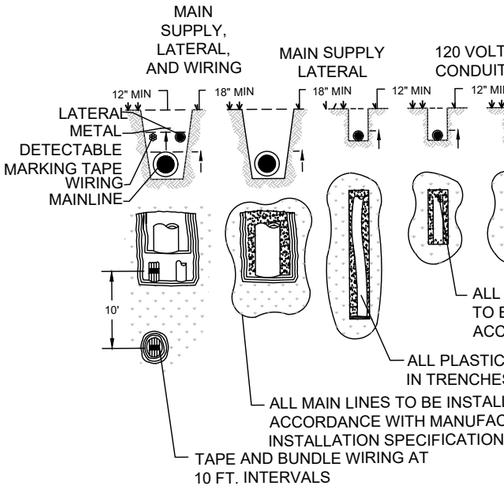
NTS



NOTE: BUBBLER SHALL NOT BE PLACED AT TRUNK FLARE.

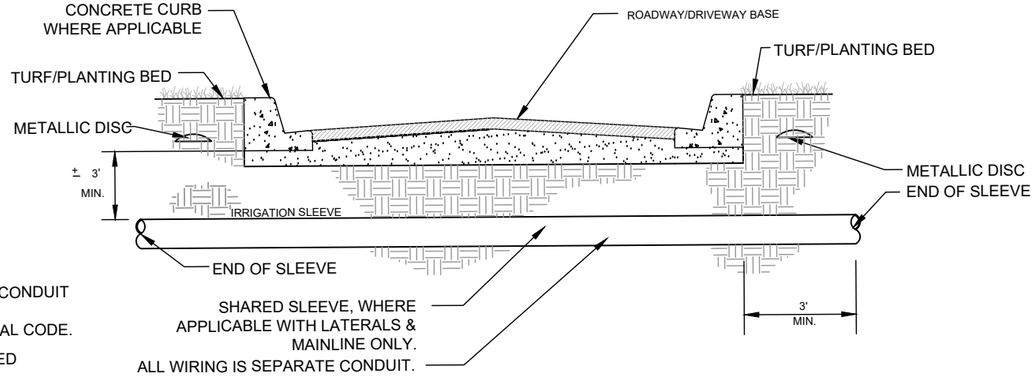
9 TYPICAL BUBBLER
SECTION

NTS



10 TYPICAL TRENCHING
SECTION / PLAN

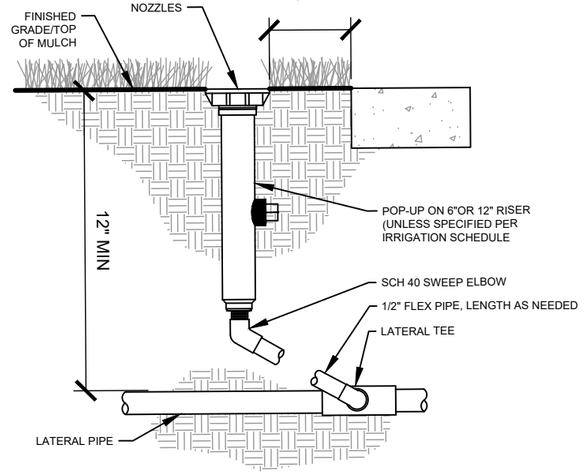
NTS



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

11 TYPICAL SLEEVING
SECTION

NTS



12 TYPICAL SPRAY / ROTOR HEAD
SECTION

NTS

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THE CITY OF MARY ESTHER
MARY ESTHER FL

LICENSED PROFESSIONAL
DATE:

IRRIGATION DETAILS

SHEET NUMBER
L2.51

AGENDA ITEM

Agenda Item 11.1.

TO: Honorable Mayor and Members of the City Council

FROM: Dillon Morris, City Clerk

DATE: November 3, 2025

SUBJECT: Epilepsy Awareness Month Proclamation

BACKGROUND:
Since 1969, the Epilepsy Foundation has celebrated November as National Epilepsy Awareness Month. Over the years, other organizations have joined the Foundation in that month-long recognition. In 2003, Congress passed a formal resolution declaring November as National Epilepsy Awareness Month.

DISCUSSION:
Staff requests approval to execute a Proclamation proclaiming and recognizing November 2024 as "Epilepsy Awareness 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 November 2025 as "Epilepsy Awareness Month" in Mary Esther.

ATTACHMENT(S):
1. Epilepsy Awareness Month Proclamation

City of Mary Esther
Proclamation

Epilepsy Awareness Month

WHEREAS, Epilepsy Awareness Month is a nationwide effort by the Epilepsy Alliance Florida to raise awareness about and change the conversation around epilepsies, seizures, and side effects, as well as to improve and save lives through care, advocacy, research, and new therapies, and public health and education; and,

WHEREAS, epilepsy is a brain disorder characterized by recurrent and unprovoked seizures that can affect anyone, at any age, any time; and,

WHEREAS, epilepsy is a spectrum disorder comprised of many diagnoses and experiences and includes a wide range of seizure types, comorbidities, control, severity, and outcomes varying from person-to-person; and,

WHEREAS, epilepsy is the fourth most common neurological disorder; and,

WHEREAS, an increasing number of people are diagnosed with rare epilepsies, which are complex, severe, chronic, and even life-threatening, and collectively rare epilepsies account for a growing percentage of the epilepsy population; and,

WHEREAS, people with epilepsy need access to affordable, comprehensive, physician-directed, and person-centered healthcare, and effective treatments decrease the likelihood of breakthrough seizures and related complications, including injury, disability, or even Sudden Unexpected Death in Epilepsy (SUDEP).

NOW, THEREFORE I, Chris Stein, by virtue of the authority vested in me as Mayor in the City of Mary Esther, do hereby proclaim the month of November 2025 as epilepsy awareness month in Mary Esther and encourage residents to increase their understanding of epilepsy, reduce the stigma, and support people with epilepsy and their families to improve the quality of life.

SO DONE this 3rd day of November 2025.

By: _____
Chris Stein, Mayor

ATTEST:

_____
Dillon Morris, City Clerk

AGENDA ITEM

Agenda Item 11.2.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey, Public Works Director

DATE: November 3, 2025

SUBJECT: Approval of Invoices for Highway 98 Emergency Sewer Repairs

---

BACKGROUND:
On June 14, 2025, Jacobs responded to a sewer backup at 857 E. Miracle Strip. Initial mitigation efforts using a vacuum trailer successfully prevented a sanitary sewer overflow, but they did not resolve the blockage. Jacobs obtained an emergency purchase order to hire Pensacola Concrete for repairs. Two sewer laterals under Highway 98 were blocked by sand caused by Gayman Construction's fiber optic boring, as confirmed by Pensacola Concrete. Repairs took several months and included underground spot fixes to avoid disturbing the recently paved highway. Jacobs now recommends lining the sewer laterals for complete restoration.

On October 13, 2025, Jacobs staff responded to a developing sinkhole on Highway 98 near Kingston Court. FDOT's contractor, Webber, secured and closed the affected area. The sinkhole is presumed to be a consequence of ongoing material loss stemming from prior, related fiber-optic damage, which ultimately led to surface failure.

Please see the attached memorandum from Jacobs for more details.

DISCUSSION:
The City has outstanding invoices totaling $71,762.01 to Pensacola Concrete for sewer cleaning and repairs, $36,155 to Construction Materials for sinkhole repairs, and $1,150 to L30 for traffic control. Staff is pursuing a claim with Florida Power and Light and Gayman Construction for reimbursement.

Jacobs estimates the slip lining will cost approximately $100,000. Alternatives to eliminate one sewer lateral under Highway 98 are being considered to reduce future risk and expense.

FINANCIAL IMPACT:
The current financial impact is $109,067.01.

RECOMMENDATION:
Motion to approve payment of invoices for $71,762.01 to Pensacola Concrete, $36,155 to Construction Materials, $1,150 to L30, and to pursue claims and reimbursement from responsible parties.

ATTACHMENT(S):

1. Invoice from Pensacola Concrete for Sewer Lateral Cleaning and Repair on Highway 98
2. Invoice from Construction Materials for Sinkhole on Highway 98
3. Invoice from L30 for Traffic Control on Highway 98
4. Email from Ben Joyner with Pensacola Concrete on October 16, 2025
5. Email Updates from Jacobs on Highway 98 Sewer Lateral Breaks and Sinkhole

PENSACOLA CONCRETE CONST. CO., INC.

INVOICE

Florida License # CUC1224436

REMIT TO:
P.O. Box 2787
Pensacola, FL 32513
Phone (850) 476-0026

DATE: September 29, 2025
INVOICE # 2540/#1
REVISED

BILL TO:
City of Mary Esther
195 N Christobal Rd
Mary Esther, FL

FOR: Mary Esther
Emergency

email: josh.robinson1@jacobs.com Hday@cityofmaryesther.com Slindsey@cityofmaryesther.com

DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
Emergency Sewer Repairs on Miracle Strip Parkway	1	LS	$71,762.01	$71,762.01
			TOTAL DUE	$71,762.01

Please note that we will not email and ask you to pay by ACH. If you receive a suspicious email, please call us.

Make all checks payable to Pensacola Concrete Const. Co.

Total due in 30 days.
If payment will be later than 30 days, please email us with an update once a month and penalty will not be charged.

Any questions concerning this invoice, please contact Ben Joyner @ 850-476-0026.

THANK YOU FOR YOUR BUSINESS!

Construction Materials of northwest FL inc
PO Box 1247
Shalimar, FL 32579 US
+18508640909
cmnwf2011@gmail.com

Invoice 2025-12418

RECEIVED
12/14/25

CONSTRUCTION MATERIALS
850-864-0909
Of Northwest Florida

BILL TO
City of Mary Esther
195 Christobal Road N
Mary Esther, FL 32569

DATE	PLEASE PAY	DUE DATE
10/14/2025	$36,155.00	11/01/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/13/2025	**Labor**	HIGHWAY 98 EMERGENCY SINK HOLE REPAIR BETWEEN WRIGHT PARKWAY AND KINGTON CT. EXCAVATE ROADWAY TO SAW CUT. EXCAVATE DIRT TO EXPOSE SINKHOLE. BACKFILL HOLE WITH 57 STONE. INSTALL BASE IN 8" LIFTS AND COMPACT.	1	11,475.00	11,475.00
10/13/2025	**Labor**	PAVING CREW	1	7,500.00	7,500.00
10/13/2025	**Trucking By Hour**	EMERGENCY TRUCK RENTAL TRUCK 566 START TIME: 1:00PM STOP TIME: 7:30PM	6.50	200.00	1,300.00
10/13/2025	**Trucking By Hour**	EMERGENCY TRUCK RENTAL TRUCK 570 START TIME: 2:00PM STOP TIME: 7:30PM	5.50	200.00	1,100.00
10/13/2025	**Trucking By Hour**	EMERGENCY TRUCK RENTAL TRUCK 571 START TIME: 4:30PM STOP TIME: 7:30PM	3	200.00	600.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/13/2025	**Labor**	ASPHALT - HOT MIX	10	200.00	2,000.00T
10/13/2025	**Limestone Base (Ton)**		20	140.00	2,800.00T
10/13/2025	**57 Limestone (Bucket)**		12	140.00	1,680.00T
10/13/2025	**Equipment Rental**	SAW BLADE	1	200.00	200.00T
10/13/2025	**Equipment Rental**	FLOOR SAW	1	625.00	625.00
10/13/2025	**Equipment Rental**	PLATE TAMP	1	625.00	625.00
10/13/2025	**Equipment Rental**	EXCAVATOR	1	3,000.00	3,000.00
10/13/2025	**Equipment Rental**	LOADER	1	3,250.00	3,250.00

SUBTOTAL	36,155.00
TAX (0%)	0.00
TOTAL	36,155.00
TOTAL DUE	$36,155.00

THANK YOU.

emailed

received 10-23-25 TD

L30 TRAFFIC CONTROL
362 Gulf Breeze Parkway #281
Gulf Breeze, FL 32561
8508908408
Angela@L30consulting.com

Invoice 17245

BILL TO
Terri
City of Mary Esther
195 Christobal Rd N
Mary Esther, FL 32569 USA

DATE	PLEASE PAY	DUE DATE
10/24/2025	$1,150.00	11/23/2025

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/13/2025	**MOT Mobilization** One way per truck. From Pensacola to Mary Esther and return. 30-60 miles $100	2	100.00	200.00
10/13/2025	**Daily Single Lane Closure** Daily rate up to 10 hours includes: FDOT Advanced Traffic Control Supervisor with cones, temporary traffic control signs and stands, 1 Arrow Board, and truck w/DOT approved flashing lights. Additional hours billed @ $110/hour.	1	950.00	950.00

Maintenance of Traffic
Job Location: 401 Miracle Strip Pkwy, Mary Esther, FL
Date: 10/18/25
Contract #: EMERGENCY
Requested by: Josh Robinson

TOTAL DUE **$1,150.00**

THANK YOU.

Pay invoice

Email- from Ben Joyner with Pensacola Concrete on October 16, 2025

Josh,

Just following up from previous conversations.

When PCC was called, we were called to bring our vac / jet combo truck and open up the clogged mainline running on the Northside of Hwy 98. We jetted with our vac truck for a few days and finally got it cleaned. When coming back, the mainline was backed full of sand, so we continued cleaning and got our pipe line camera in there and found that the sand was pouring in from 2 laterals, one in the mainline and one that runs directly into the manhole. It was then that we all determined that the breaks were right at the back of curb and we were gonna have to dig up Hwy 98 that was just asphalted. CWR was still on-site trying to close their project out. But we met with FDOT and they asked if we could hold up and let CWR close their job out then we would have to send lane closure requests through the FDOT. We did that and they came back to us and said we had to fix it trenchless. So PCC started looking at making the repairs trenchless. We started with well pointing the lateral that went to the manhole. We spent a few days getting that one prepped then moved to the one to the West that goes straight into the main. This one was a challenge. We could not get this one dried up, and it had no access from either side of the road. We fought with this one for a day or so then just went for it and installed a cleanout on it at the back of curb. When doing so, we found the newly installed conduits about 18" above where the lateral was broken. We could tell that something went through the 6" VCP lateral that was approx. 8' deep. When looking at the white paint which appeared to be where the conduit contractor located his boring head when boring through this area, he was running that same depth, but yet his conduit was higher. It is my educated opinion that the conduit contractor did in fact bore through both of these laterals. He probably noticed that he lost mud flow coming back to his boring machine, then noticed the manhole there and popped the lid and saw he had bored into the laterals. Then at that time, he pulled back to his machine and reshot the bore for the conduits at the elevation we saw them at during our repair. After doing the one where the cleanout is, I instructed my guys to go do the one at the manhole. Upon doing so, they found the same situation there. The lateral was broke, as if it had been bored through. Upon fixing the 2 bore through holes, it was noticed that when they were hit, they cracked going back underneath Hwy 98. But we can line them in the current shape we left them, but if it gets any worse, we're gonna have to go back to the drawing board.

I hope the above statement is understandable and if anyone has any questions, they can reach out to me. The foreman I had on-site replaced his phone between the time he took the pics and when I asked him for the pics. So I don't have any that I know of, but I do have the other people on site checking their phones.

Respectfully,

Ben F Joyner Jr.

Pensacola Concrete
Construction Co., Inc.
pcctrenchless.com

Heather Day

From: Robinson, Josh <Josh.Robinson1@jacobs.com>
Sent: Monday, October 13, 2025 6:13 PM
To: Shawn Lindsey; Teri Davis
Cc: Robinson, Josh; Criddle, Mike; Holder, Kyle; Jared Cobb; Heather Day; Kelvin Cherry
Subject: Re: Sink hole on 98 near Regency Drive

A sinkhole has formed in the North Westbound Lane of 98 near Kingston Court. Emergency road repairs were necessary upon notification from the City.

Due to the uncertainty of this issue, communication on this issue regarding pricing has been verbal.

Kelvin and Heather have been updated during this process through the day.

MOT has been provided by L30, road repairs are being completed by Construction Materials and Morris Construction.

Verbal estimate of road repairs was stated at $40,000.

Sewer mains were inspected, and no blockages were found. Some sand was noted, but sewage was flowing normally, and no customers have been experiencing any back-ups.

The likely cause of the road failure stems from the laterals that were damaged by fiber boring where an unknown void was created under 98 causing the road to fail.

The laterals were point repaired recently by PCC. As previously discussed, these laterals still need to be lined to prevent further issues due to the clay sewer pipe under 98. Direction has not been provided for lining repairs to be completed or approved at this time.

As of now, at the time of this email, the road has been excavated, backfilled, and compacted.

Crews are onsite performing paving procedures.

Pictures have been captured through this process.

Further updates will be provided as the process progresses.

Best,

Josh Robinson
Project Manager
Jacobs

Get Outlook for Android

From: Shawn Lindsey <slindsey@cityofmaryesther.com>
Sent: Monday, October 13, 2025 8:45:37 AM
To: Joseph Ledlow <joseph.ledlow@wwebber.com>; Robinson, Josh <Josh.Robinson1@jacobs.com>; Teri Davis <tdavis@cityofmaryesther.com>
Subject: [EXTERNAL] Sink hole on 98 near Regency Drive

Dear Brian:

We just got a report that a sinkhole is forming on 98 at Regency Drive. I copied our water and Sewer contractor just to keep them informed. The caller that reported it said it looked like it had been patched recently.
Thanks

Shawn
Sent from my iPhone
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.

NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.

Outlook

Sewer Damage Due to Gayman Construction

From Robinson, Josh <Josh.Robinson1@jacobs.com>

Date Thu 6/26/2025 3:33 PM

To Ryne Burkett <rburkett@drmp.com>; Scott.Fox@us.amentum.com <scott.fox@us.amentum.com>

Cc Ben Joyner - PCC <benpcc@bellsouth.net>; Robinson, Josh <Josh.Robinson1@jacobs.com>; Nolan, Ernest <Ernest.Nolan@jacobs.com>; Criddle, Mike <Mike.Criddle@jacobs.com>; Robinson, Josh <Josh.Robinson1@jacobs.com>; Holder, Kyle <Kyle.Holder@jacobs.com>

Good afternoon,

Today 6.26.25, Ben Joyner with Pensacola Concrete and Myself met with FDOT concerning the sewer damage near 849-873 East Miracle Strip.

Please confirm the following statement, FDOT has instructed us not to interfere in any way with the newly paved roadway of US 98.

There are currently 4 addresses experiencing sewer drainage issues/backups. These issues began following directional boring in the area.

There are two sewer laterals that cross US 98 to transport the flows to the sewer main located on the north side of 98. The depths of these laterals match the depths of directional bore. The areas of concern are between the sidewalk and back of curb along the north side of 98.

This is an emergency repair.

Pensacola Concrete will be on site to begin further assessment of these sewer lines and beginning repairs on 6.27.25.

Josh Robinson
Operations Supervisor
Jacobs - Mary Esther
(850) 776.8491

Outlook

849 - 873 E. Miracle Strip Sewer Issues

From Robinson, Josh <Josh.Robinson1@jacobs.com>
Date Tue 6/24/2025 4:44 PM
To Shawn Lindsey <slindsey@cityofmaryesther.com>; Jared Cobb <jcobb@cityofmaryesther.com>
Cc Robinson, Josh <Josh.Robinson1@jacobs.com>; Coggeshall, Erica <Erica.Coggeshall@jacobs.com>; Criddle, Mike <Mike.Criddle@jacobs.com>; Nolan, Ernest <Ernest.Nolan@jacobs.com>; Holder, Kyle <Kyle.Holder@jacobs.com>

All,

Jacobs was notified via the emergency on-call phone of a sewer back up on Saturday June 14, 2025, at 857 E Miracle Strip. Crews responded and were not able to clear the sewer lateral completely but utilized the vac trailer to drain the sewer line. This provided the customer with the ability to use water normally throughout the weekend. Camera inspection was performed on Saturday. Upon performing the camera inspection, it was found that the lateral lines at 857 and 849 E Miracle Strip are severely impacted with sand, preventing normal flows. The sewer lines serving 857 and 849 E. Miracle Strip are tied together south of Hwy 98, and utilize a common lateral crossing north under Hwy 98.

On Monday morning, crews began to excavate near the property line searching for a clean out where the neighboring property's sewer lateral connects to the City sewer lateral. No clean out has been found.

Crews have been monitoring the clean outs and performing pump downs as needed. This process has been completed three times as of Tuesday, June 24.

Throughout the week, crews have performed high pressure jetting of the sewer main on the North side of Hwy 98 in an attempt to restore flows. After inspecting manholes upstream and downstream of the affected area, it was found that the sand was entering the system near the City sewer lateral connection on the North side of Hwy 98 providing service to 865 and 873 E Miracle Strip. The sewer lines serving 865 and 873 E. Miracle Strip are tied together south of Hwy 98, and utilize a common lateral crossing north under Hwy 98. Further jetting procedures took place to remove sand at this location to provide access for further camera inspection.

Utilizing the camera and locating equipment, the area of cause has been established. Due to the amount of sand, camera inspection does not provide visual evidence that the sewer lateral has been damaged by a directional bore, however, Gayman Construction has been performing a directional bore on the North side of 98 in this location.

The area of cause is approximately 8.5' deep. The directional bore at this location is the same depth. Hydro excavation was attempted to verify the issue, however, due to the depth of the pipe and the amount of groundwater, actions were halted to prevent undermining Hwy. 98.

At this time, we are continuing to monitor the customer clean outs and performing pump downs as needed. We are in the process of contacting and scheduling 3rd party contractor repairs to resolve this issue.

Josh Robinson
Operations Supervisor
Jacobs - Mary Esther
(850) 776.8491

AGENDA ITEM

Agenda Item 11.3.

TO: Honorable Mayor and Members of the City Council

FROM: Shawn Lindsey, Public Works Director

DATE: November 3, 2025

SUBJECT: Resolution 25-19: Approval of Sprayfield Lease Agreement with the Department of the Air Force

---

BACKGROUND:
The City of Mary Esther leases property from the Department of the Air Force to operate our Sprayfield for the treatment and end use of the Sewer Effluent which is connected to our sewer plant by a force main. This lease is for 5 years and each renewal requires new appraisals and environmental assessments. Those were funded in a previous fiscal year by the City of Mary Esther and now the lease is ready for us to execute for another 5 years.

DISCUSSION:
See attached the new 5-year Lease for the property we lease for our Sprayfield. The lease amount is $18,000 per year.

FINANCIAL IMPACT:
$18,000 per year for the next 5 years.

RECOMMENDATION:
Motion to adopt Resolution 25-19 to approve the attached lease and authorize the Mayor to execute the agreement.

ATTACHMENT(S):
1. Resolution 25-19
2. Exhibit A - Sprayfield Lease

RESOLUTION NO. 25-19

A RESOLUTION OF THE CITY OF MARY ESTHER, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH THE DEPARTMENT OF THE AIR FORCE FOR THE LEASE OF PROPERTY TO SERVE AS A WASTEWATER SPRAYFIELD IN THE AMOUNT OF $18,000 ANNUALLY FOR FIVE (5) YEARS.

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 Department of the Air Force for the lease of property to serve as a wastewater sprayfield in the amount of $18,000 annually for five (5) years 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 3rd day of November 2025.

CITY OF MARY ESTHER

By: _____
Chris Stein, Mayor

ATTEST:

_____
Dillon Morris, City Clerk

DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 96TH TEST WING (AFMC)
EGLIN AIR FORCE BASE FLORIDA

18 Sep 2025

Ms. Melinda A. Hazzard
96th Civil Engineer Group
Real Estate Management Office
501 DeLeon Street, Suite 100
Eglin AFB FL 32542-5133

Mr. Jared Cobb
City Manager, City of Mary Esther
195 Christobal Rd
Mary Esther, FL 32569

Dear Mr. Cobb

Enclosed find Lease USAF-AFMC-FTFA-26-1-0014 for your review and signature. Please have your authorized representative sign this agreement on Page 25 on all three copies and return the entire package to the address above by 18 Oct 2025. Once signed by the Air Force, a final copy will be mailed to you.

If signed package is not received within 30 days, all base passes and work requests will be placed on hold until the signed package is received. Additionally, if the appraisal or Environmental Baseline Survey (EBS) Waiver expires during this time, Grantee will be required to fund a new appraisal, and/or a new EBS.

If you have any questions or need additional information, please contact Skye Goldstein at (850) 882-4344 or skye.goldstein@us.af.mil.

Sincerely

HAZZARD.MELINDA.A.1134059741 Digitally signed by HAZZARD.MELINDA.A.1134059741 Date: 2025.09.18 17:38:26 -05'00'

MELINDA A. HAZZARD, NH-03, DAF
Real Property Accountable Officer

Attachment:
USAF-AFMC-FTFA-26-1-0014

MISSION-PEOPLE-PARTNERS

DEPARTMENT OF THE AIR FORCE

LEASE TO

CITY OF MARY ESTHER

AT

EGLIN AIR FORCE BASE, FLORIDA

(hereinafter referred to as the "Installation")

Form approved by
SAF/GCN: 5 Dec 2022
Previous versions are obsolete

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LIST OF EXHIBITS

Exhibit A - Map of Leased Premises
Exhibit B - Legal Description of Leased Premises
Exhibit C - Physical Condition Report
Exhibit D - Supplemental Environmental Baseline Survey

DEPARTMENT OF THE AIR FORCE

LEASE OF PROPERTY

AT EGLIN AIR FORCE BASE, FLORIDA

PREAMBLE

THIS LEASE OF PROPERTY ("Lease") is made by and between THE UNITED STATES OF AMERICA, acting by and through THE SECRETARY OF THE AIR FORCE (the "Government") and The City of Mary Esther, a municipality created under the laws of the state of Florida, with offices located at 195 Christobal Road, Mary Esther, Florida 32569 ("Lessee"). The Government and the Lessee may sometimes be referred to jointly as the "Parties," and each separately may be referred to as a "Party."

RECITAL

The Secretary of the Air Force, under authority contained in 10 U.S.C. § 2667, has determined that: (i) the Leased Premises (as defined below), are not excess property as defined by the Federal Property and Administration Services Act of 1949, as amended (40 U.S.C. § 102(e)), and are not at this time needed for other public use; (ii) a lease of the Leased Premises is advantageous to the United States; and (iii) a lease of the Leased Premises on the terms set forth in this Lease is in the public interest.

NOW, THEREFORE, the Government, by virtue of the authority conferred by law, for the consideration set out below, hereby leases to the Lessee and the Lessee hereby agrees to lease from the Government, the real property as more specifically shown on the map in Exhibit A and described by legal description in Exhibit B to this Lease (the "Leased Premises"), which consists of +/- 326 acres on Eglin Air Force Base, the purpose of lease is to allow the Lessee to operate, repair and maintain an effluent spray field.

AND GRANTS TO LESSEE the right to gain access to the Leased Premises through a route or routes designated from time to time by the Government including use of streets, driveways, sidewalks, and walkways on the Installation for purposes of pedestrian and vehicular ingress and egress to and from the Leased Premises which lead to the Leased Premises. The Government reserves the right to change, modify, eliminate, or temporarily close any portion or portions of streets, driveways, sidewalks, walkways, and internal portions of the area. Provided, however, the Government agrees that it will not change, modify, eliminate, or temporarily close such streets, driveways, sidewalks, walkways, and internal portions of the area in a manner that unreasonably interferes with Lessee's use or value of the Leased Premises under this Lease.

RESERVING, HOWEVER, unto the Government general access over, under, across, and through the Leased Premises for the purposes of, including, but not limited to, Installation security and accessing, using, operating, and maintaining any Government real or personal property, facilities, fixtures, equipment, utilities, or the like located on, beneath, or adjacent to the Leased Premises.

BASIC TERMS

THIS LEASE is granted subject to the following conditions:

1. TERM

1.1. Term. The term of this Lease shall be 5 years commencing 10 January 2026 ("Commencement Date") and ending 9 January 2031 ("Expiration Date") unless sooner terminated. The period from the Commencement Date through the Expiration Date shall be referred to as the "Lease Term".

1.2. Delivery of Possession. The Government shall deliver and the Lessee shall accept possession of the Leased Premises on the Commencement Date.

1.3 Holdover Tenancy. Without limiting the foregoing and notwithstanding anything herein to the contrary, in the event that Lessee fails or refuses to vacate and surrender the Leased Premises upon the Expiration Date, the Government, in its sole and absolute discretion, may elect to treat that failure or refusal as an automatic month-to-month holdover tenancy, subject to all the terms and conditions of this Lease, except that rent for such month-to-month tenancy shall be the fair market rental value of the Leased Premises at the time of holdover tenancy as determined by the Government. The terms and conditions of Section 1.4 shall survive expiration or earlier termination of this Lease. Upon the Expiration Date, the Government, in its sole and absolute discretion, may also elect to not renew or extend the term of Lessee's tenancy.

1. RENT

Base Rent. The Government shall receive rent ("Base Rent") of **(eighteen thousand dollars)** dollars **($18,000.00)** per annum, in advance on or before the Commencement Date, and in a single lump sum. All payments which may be due under this Lease shall be made payable to:

CHECK INFORMATION:

Paid to Account: DSSN3801DY
Instrument Number: USAF-AFMC-FTFA-26-1-0014
Account Code: 18JC
Geographical Location: FTFA

MAILING ADDRESS:

96 CEG/CEIAP
501 DeLeon Street, Suite 100
Eglin Air Force Base FL 32542

2.1. Annual Base Rent Increase. Beginning on the first anniversary of the Commencement Date and each anniversary thereafter during the Lease Term, or a Lease Renewal as applicable, the amount of the Base Rent shall be increased by the lesser of (i) three percent (3%) or (ii) an amount corresponding to the rise, if any, in the Consumer Price Index for the prior twelve-month period ("CPI Adjustment"). As used herein, "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers (1982-84 = 100), U.S. City Average, All Items, published by the United States Department of Labor, Bureau of Labor Statistics (or such comparable index as may be utilized in substitution for or as the successor to the Consumer Price Index).

2.2. Late Charges and Default Interest. If any installment of Rent is not paid within ten (10) business days after its due date, then such arrearage shall, consistent with the Debt Collection Act

of 1982 (31 U.S.C. § 3717), (i) bear interest at the maximum rate allowed by law from the due date for amounts past due to the Federal government until paid in full; (ii) include an administrative charge to cover the costs of processing and handling delinquent debts; and (iii) include a penalty charge of an additional 6% penalty charge on any portion of a debt that is more than 90 days past due.

2.3. Rent Payments. All Rent shall be paid without deduction, offset, prior notice, or demand as directed pursuant to this Lease.

2. CORRESPONDENCE

3.1. Notices. Any notices pursuant to this Lease shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered, or certified mail, return receipt requested, or (d) email, in each case addressed as follows:

If to the Lessee:

City of Mary Esther
195 Christobal Road
Mary Esther FL 32569

If to the Government:

DEPARTMENT OF THE AIR FORCE
96 CEG/CEIAP
501 DeLeon Street, Suite 100
Eglin AFB FL 32542

With a copy to:

DEPARTMENT OF THE AIR FORCE
AFCEC/CIT
2261 Hughes Ave., Suite 155
JBSA Lackland, TX 78236-9853

4. USE OF LEASED PREMISES

4.1. Permitted Uses. The Lessee shall use the Leased Premises, approximately 326 acres more or less on Eglin Air Force Base. The purpose of this lease is to allow the Lessee to operate, repair and maintain an effluent spray field and for no other purposes, subject, however, to all applicable provisions of this Lease. Lessee's use of the Leased Premises shall comply, at Lessee's sole cost and expense, with all Applicable Laws, (as defined below). The Lessee shall not use or occupy the Leased Premises in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Government.

4.2. Government Right of Access. Any agency of the United States, its officers, agents, employees, contractors, and subcontractors may enter upon the Leased Premises at all times for any purposes not inconsistent with the Lessee's quiet use and enjoyment thereof under this Lease, including but not limited to confirming compliance by the Lessee with the terms of this Lease. The Government normally will enter the Leased Premises during regular business hours and give the Lessee at least twenty-four (24) hours prior notice of its intention to do so, unless it determines the entry is required for safety, environmental, operations, or mission security purposes. The Lessee shall have no claim against the United States regarding any entries into the Leased Premises by the Government or any officer, agent, employee, contractor, or subcontractor.

5. DEFAULT, REMEDIES, AND TERMINATION

5.1. Events of Default. Any one or more of the following shall constitute an event of default ("Event of Default") under this Lease by the Lessee:

5.1.1. Except in the event of an Excusable Delay (as defined below), Lessee's failure to comply with any provision of this Lease, where such failure to comply continues for thirty (30) days after delivery of written notice thereof by the Government to the Lessee. If, however, the Government determines that such default is not reasonably susceptible to cure within such thirty (30) day period, the Lessee shall have such longer period as may be approved in writing in advance by the Government. The Government's approval shall not be unreasonably withheld, conditioned or denied, to cure such default so long as the Lessee commences curing such default within the initial thirty (30) day period and diligently prosecutes such cure to completion in accordance with a schedule approved in writing by the Government.

5.1.2. Lessee's failure to pay Rent, when due and such failure remains uncured for a period of ten (10) days after the due date.

5.1.3. The making by Lessee of any general assignment or general arrangement for the benefit of creditors or the commencement by or against Lessee of an insolvency or bankruptcy proceeding, including without limitation, a proceeding for liquidation, reorganization, or for the readjustment of indebtedness, or the insolvency of the receiver, trustee or custodian; provided, however, that any of the foregoing set forth in this subsection which is commenced by a person other than Lessee shall not constitute and Event of Default if it is discharged within sixty (60) days after it is made.

5.2. Excusable Delay.

5.2.1. No Event of Default shall be deemed to have occurred for any period of time during which an Excusable Delay (as defined below), exists or the Lessee and the Government are attempting to resolve a dispute about an alleged default as provided in Sections 5.1 or 5.2. For an Excusable Delay, the Lessee's period for cure shall be tolled for the period of time that the Excusable Delay exists. For a dispute, if, pursuant to the dispute resolution procedures set forth in Section 5.5, a default is determined to have occurred, the Lessee's period for cure shall not begin until the day after the final decision on the dispute is issued, and such default shall not become an Event of Default until any applicable cure period has expired.

5.2.2. The Government and Lessee shall be excused from performing an obligation or undertaking provided for in this Lease, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay, so long as such performance is prevented or unavoidably delayed or hindered by an act of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob; violence; sabotage; act of terrorism; epidemic; pandemic, or quarantine; inability to procure or a general shortage of, labor, equipment, facilities, materials, or supplies in the open market; failure or unavailability of transportation, strike, lockout, action of labor unions; a taking by eminent domain, requisition, laws, orders of government, or of civil, military, or naval authorities (but only such orders of a general nature pertaining to the Leased Premises and comparable properties in the State where the Leased Premises are located; governmental restrictions (including, without limitation, access restrictions imposed by the Government and arising without fault or negligence on the part of the Lessee that significantly hinder the Lessee's ability to access the Leased Premises and perform its obligations under a development plan, if any, in a timely manner); required environmental remediation; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control, and without the fault or negligence of, the Government or the Lessee, as the case may be, and/or any of their respective officers, agents, servants, employees, and/or any others who may be on the Leased Premises at the invitation of the Lessee, or the invitation of any of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds (collectively, "Excusable Delays"). Nothing contained in this Section shall excuse the Lessee from the performance or satisfaction of an obligation under this Lease that is not prevented or delayed by the act or occurrence giving rise to an Excusable Delay.

5.3. Termination. This Lease may be terminated as follows:

5.3.1. The Government may terminate this Lease without cost or liability to the Government upon written notice to the Lessee that an Event of Default exists and remains uncured in accordance with the terms and conditions of Section 5.1. Such notice shall be referred to as a "Default Termination Notice" and shall be effective as of the date specified therein, which shall be at least five (5) but not more than thirty (30) days after its receipt by the Lessee.

5.3.2. Either the Government or the Lessee may terminate this Lease upon written notice to the other Party in the event of extensive damage or destruction of all or part of the Leased Premises.

5.3.3. The Secretary of the Air Force may terminate this Lease at will.

5.4. Lessee Waiver of Suits and Claims. The Lessee hereby waives any claims or suits against the Government arising out of any termination of this Lease pursuant to Section 5.3.

5.5. Disputes.

5.5.1. Except as otherwise provided in this Lease, any dispute between the Government and the Lessee arising under or related to this Lease involving $10,000 (exclusive of interest) or less shall be decided by the Air Force Civil Engineer Center (AFCEC) Director ("Director") of the Installations Directorate (AFCEC/CI). The Director shall reduce his or her decision to writing and

mail or otherwise furnish a copy to the Lessee. With respect to any such dispute, the Lessee agrees that the decision of the Director shall be final and conclusive and shall not be appealable or otherwise subject to challenge.

5.5.2. The Lessee and the Government agree that the following procedures constitute the administrative procedures that must be exhausted with respect to any dispute arising under or related to this Lease involving more than $10,000 (exclusive of interest) before the Lessee or the Government may pursue any other remedy that is available to it pursuant to this Lease or law.

5.5.2.1. Any dispute involving more than $10,000 (exclusive of interest) shall be decided by the Director of AFCEC/CI. The Director shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Lessee. The decision of the Director shall be final and conclusive unless, within thirty (30) calendar days from the date of receipt of the decision, the Lessee appeals the decision, by certified mail, to the Deputy Assistant Secretary of the Air Force (Installations) (SAF/IEI) and delivers a copy of its appeal to the Director by certified mail.

5.5.2.2. SAF/IEI shall render a decision by a date mutually agreed upon by the Parties. Either Party shall have the right to appeal the decision of SAF/IEI or his or her authorized representative to a court of competent jurisdiction in a timely manner; otherwise, the decision of SAF/IEI shall be final.

OPERATION OF THE PREMISES

6. EASEMENTS AND RIGHTS OF WAY

6.1. Lease Subject to Existing Easements. This Lease shall be subject to all existing easements, rights in the nature of easements, rights of way, licenses, and other property rights and interests (collectively, "Outgrants"), whether of public record or not, for any purpose with respect to the Leased Premises. A non-exclusive list of the Outgrants is attached as Exhibit C. The Government shall have the right to reserve unto itself, or to grant to third parties, additional Outgrants. However, any such additional Outgrants shall not unreasonably interfere with the Lessee's use of the Leased Premises.

7. CONDITION OF LEASED PREMISES

7.1. Condition of Premises. The Lessee has inspected and accepts the condition and state of repair of the Leased Premises. It is understood and agreed that the Leased Premises are leased "**AS-IS, WHERE-IS WITH ALL FAULTS**", without any representation or warranty by the Government and without obligation on the part of the Government to make any alterations, repairs, or additions.

7.2. Physical Condition Report. A physical condition report ("PCR") has been jointly prepared and signed by representatives of the Government and the Lessee and is attached as Exhibit D. The PCR sets forth the agreed physical appearance and condition of the Leased Premises on the Commencement Date as determined from a joint inspection by the Parties. A separate PCR for the Leased Premises will be prepared by the Government, within ten (10) business days after the expiration or earlier termination of this Lease ("Final PCR"). The Final PCR will be used by the Government to determine whether the Lessee has fulfilled its obligations

to maintain and restore the Leased Premises under this Lease, including without limitation, Section 13 and Section 16.

8. MAINTENANCE OF LEASED PREMISES

8.1. Maintenance of Leased Premises. The Lessee, at no expense to the Government, shall at all times preserve, maintain, repair, and manage the Leased Premises, Leased Premises Improvements, and Lessee Equipment in good, safe, and sanitary condition in accordance with this Lease and acceptable to the Government.

8.2. Damage to Government Property. If the Lessee damages or destroys any real or personal property of the Government, then the Lessee shall promptly repair or replace such real or personal property to the reasonable satisfaction of the Government. In lieu of such repair or replacement, the Lessee shall, if so required by the Government, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damage or destruction of Government property, including natural resources.

9. TAXES

9.1. Lessee Payment of Taxes. The Lessee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the Lease Term may be imposed on the Lessee or the Leased Premises.

10. INSURANCE

10.1. Risk of Loss. The Lessee shall, in any event and without prejudice to any other rights of the Government, bear all risk of loss or damage or destruction to the Leased Premises, including any buildings, improvements, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault by the Government; provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this Lease.

10.2. Insurance Coverage. At all times during the Lease Term, the Lessee must, at no expense to the Government, carry and maintain, and as appropriate, require any contractor performing work on the Leased Premises to carry and maintain, the following at no expense to the Government, the following insurance coverages:

10.2.1. Property insurance coverage against loss or damage by open perils or its equivalent, including fire, in an amount not less than One Hundred Percent (100%) of the full replacement cost of Grantee's building improvements, improvements to the land, fixtures, and personal property on the Premises. The policies of insurance carried in accordance with this Condition shall contain a "Replacement Cost Endorsement." Such full replacement cost shall be determined from time to time, upon the written request of the Government or the Grantee, but not more frequently than once in any twenty-four (24) consecutive calendar month period (except in the event of substantial changes or alterations to the Premises undertaken by the Grantee as permitted under the provisions of the Lease).

10.2.1.1. If the Leased Premises are located in an area that is prone to suffer property loss and damage due to earthquake, flood, windstorm, or rainstorm, a special risks or perils endorsement from a commercial insurer or from a State or Federal Program, in such amounts and with such limitations and retentions satisfactory to the Government.

10.2.2. Commercial general liability insurance, on an occurrence basis, insuring against claims for bodily injury, death and property damage, occurring upon, in or about the Leased Premises, including any building thereon and sidewalks, streets, passageways and interior space used to access the Leased Premises. Such insurance must be effective at all times throughout the Lease Term, with limits of not less than single limit minimum coverage of $5 million each occurrence and $10 million aggregate, and include coverage for fire, legal liability, and medical payments. This coverage may be provided under primary liability and umbrella excess liability policies.

10.2.2.1. An ISO business auto policy or its equivalent, covering bodily injury, death and property damage arising from covered auto Symbol 1 ("any auto") or its equivalent, with limits of at least $5 million each occurrence. All liability policies shall be primary and non-contributory to any insurance maintained by the Government.

10.2.3. If there is an airport operator on the Leased Premises, airport operator's liability insurance, including, but not limited to, insurance against contractual liability assumed under this Lease by the Lessee, with respect to claims or causes of action arising in connection with use of the Leased Premises and improvements thereon as an airfield or airport, affording protection with limits of liability of $100 million.

10.2.4. If and to the extent required by law, Workers' compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Government or the Lessee, in form and amounts required by law (statutory limits), and employers' liability, with limits of $5 million each coverage and policy limit.

10.3. General Requirements. All insurance required by this Lease shall be: (i) effected under valid and enforceable policies, in such forms and amounts required under this Lease; (ii) underwritten by insurers authorized to underwrite insurance in the State where the Leased Premises are located, and must have a rating of at least B+ by the most recent edition of *Best's Key Rating Guide;* (iii) provide that no reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government of written notice thereof; (iv) provide that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ten (10) days' written notice to the Government; (v) provide that the insurer shall have no right of subrogation against the Government; and (vi) be reasonably satisfactory to the Government in all other respects. The Government shall appear in all policies as "Department of the Air Force, 96th Civil Engineer Group, Real Property Office, 501 DeLeon Street, Ste 100, Eglin AFB FL 32542-5133". In no circumstance will the Lessee be entitled to assign to any third-party rights of action that the Lessee may have against the Government. The Lessee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by the Lessee or contractor under this Lease will constitute a failure to comply with the terms of the Lease, and the Government shall have the right to terminate

the Lease upon receipt of any such cancellation notice, but only if the Lessee fails to cure such noncompliance to the extent allowed.

10.4. Commercial general liability and business auto liability insurance required pursuant to this Lease shall be maintained for the limits specified and shall provide coverage for the mutual benefit of the Lessee and the Government as an additional insured with equal standing with the named insured for purposes of submitting claims directly with the insurer. Property policies will provide for the Government as a loss payee to the same coverage as the named insured.

10.5. Evidence of Insurance. The Lessee shall deliver or cause to be delivered upon execution of this Lease (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Lease), at the Government's option, a certified copy of each policy of insurance required by this Lease, or a certificate of insurance evidencing the insurance and conditions relating thereto required by this Lease, in a form acceptable to the Government, and including such endorsements necessary.

10.6. Damage or Destruction of Premises. In the event all or part of the Premises is damaged (except *de minimis* damage) or destroyed, the Lessee shall promptly give notice thereof to the Government and the Parties shall proceed as follows:

10.6.1. In the event that the Government in consultation with the Lessee determines that the magnitude of damage is so extensive that the Leased Premises cannot be used by the Lessee for its operations and the repairs, rebuilding, or replacement of the Leased Premises cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Leased Premises"), either Party may terminate this Lease as provided herein. If this Lease is terminated, any insurance proceeds received as a result of any casualty loss to the Leased Premises shall be applied to the restoration of the Leased Premises prior to being afforded to the Lessee.

10.6.2. In the event that the Government in consultation with the Lessee shall determine that Extensive Damage or Destruction of the Leased Premises has not occurred, neither Party shall have the right to terminate this Lease. The Lessee shall, as soon as reasonably practicable after the casualty, restore the Leased Premises as nearly as possible to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Leased Premises shall be applied first to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government and second, to repairing, rebuilding, and/or replacing the Leased Premises to the reasonable satisfaction of the Government.

10.6.3. Notwithstanding any other provision of this Lease, the Lessee may, with the prior consent of the Government, self-insure any risk for which insurance coverage is required under this Lease; provided, however, that if the Lessee's statutory limits of liability or other impediments to the assumption of liability are less than the limits of insurance required in this Lease, the Lessee shall obtain commercial coverage which is sufficient in amount and nature to satisfy the insurance requirements of this Lease when added to any such self-insurance. In order to obtain the consent of the Government to self-insure, the Lessee shall provide the Government with a writing setting forth the limitations and impediments, if any, to which the Lessee's self-insurance

is subject, the Lessee's source of funds to pay any claim from any risk for which insurance is required under this Lease, and any other information which the Government may require to assess the Lessee's request. If commercial insurance is required for any purpose, the total amount of commercial insurance and self-insurance shall meet the dollar limitations provided in this Lease.

11. ALTERATIONS

11.1. Leased Premises Improvements. Lessee shall, at its sole cost and expense, undertake, construct, repair or replace Leased Premises Improvements. Improvements must be pre-approved by the Government, whose approval will not be unreasonably withheld. Improvements must comply with all applicable Federal and state law and regulations.

11.2. Government Approval of Certain Construction Related Matters. All matters of ingress, egress, contractor haul routes, construction activity, and disposition of excavated material in connection with this Lease shall be approved in advance by the Government.

11.3. Lessee Installation of Machinery, Lessee Equipment and Removable Fixtures. During the Lease Term, the Lessee shall have the right at its sole cost and expense, to install such of its own machinery and equipment, to make improvements, and to attach such removable fixtures including but not limited to Lessee Equipment in, on, below or upon the Leased Premises as may be necessary for its use of the Leased Premises pursuant to this Lease; and to remove such machinery, Lessee Equipment, minor improvements, and removable fixtures at any time prior to the expiration or earlier termination by the Lessee of this Lease. In the event of termination of this Lease by the Government, and pursuant to Section 5, the Lessee shall have a reasonable period of time following the effective termination date to remove such property including Lessee Equipment.

11.3.1. The installation of Lessee Equipment shall be done in accordance with existing Federal, State, and local codes, including the National Electrical Code and other codes that directly relate to the construction, installation, operation and maintenance of communication equipment. If codes differ, the more stringent code shall apply.

11.4. Title to Leased Premises Improvements and Lessee Equipment. Subject to Section 13, title to all Leased Premises Improvements and Lessee Equipment shall be vested in the Lessee throughout the Lease Term.

11.5. Airfield Construction. Any new construction or alteration shall comply with any applicable Government requirements, such as clear zones.

12. COSTS OF UTILITIES/SERVICES

12.1. Utilities and Services. The Lessee shall be responsible for all utilities, janitorial services, refuse collection, and building and grounds maintenance of the Leased Premises without cost to the Government.

13. RESTORATION

13.1. Lessee's Removal Obligation. No later than sixty (60) days after the Expiration Date or earlier termination of this Lease, the Lessee shall remove all of the Leased Premises Improvements, Lessee Equipment, and any personal property from the Leased Premises and restore the Leased Premises to the reasonable satisfaction of the Government.

13.2. Government Restoration of Leased Premises. If (i) the Lessee fails, refuses, or neglects to satisfy its removal and restoration obligations pursuant to Section 13, the remaining Lessee Equipment and all Leased Premises Improvements shall at the option of the Government either become property of the Government and/or be removed or destroyed by the Government and the Leased Premises restored at the expense of the Lessee. No claim for damages against the Government, its officers, employees, agents, or contractors shall be created by or accrue on account of such removal and/or destruction and restoration work pursuant to this Section. The Lessee shall reimburse the Government for any expenses it incurs to restore the Leased Premises to the condition required by Section 13 within thirty (30) days after the Government provides written notice to Lessee of the reimbursement amount together with reasonable documentary support for the requested reimbursement amount.

CHANGES IN OWNERSHIP OR CONTROL

14. TRANSFER OR ASSIGNMENT

14.1. Right to Assign. The Lessee shall not assign this Lease or any interest therein in any property on the Leased Premises without the prior written consent of the Government.

14.1.1. Any assignment granted by the Lessee, whether with consent or without consent in violation Section 14.1 above, shall be consistent with all of the terms and conditions of this Lease and shall terminate immediately upon the expiration or any earlier termination of this Lease, without any liability on the part of the Government to the Lessee or any assignee. Under any assignment made, with or without consent, the assignee shall be deemed to have assumed all of the obligations of the Lessee under this Lease. No assignment shall relieve the Lessee of any of its obligations hereunder including its obligation to pay Rent.

15. LIENS AND MORTGAGES

15.1. Prohibition against Lessee Mortgage of Leased Premises. The Lessee shall not: (i) engage in any financing or other transaction creating any mortgage or security interest upon the Leased Premises; (ii) place or suffer to be placed upon the Leased Premises any lien or other encumbrance; (iii) suffer any levy or attachment to be made on the Lessee's interests in the Leased Premises; or (iv) pledge, mortgage, assign, encumber, or otherwise grant a security interest in the Leased Premises or the rents, issues, profits, or other income of the Leased Premises.

ENVIRONMENT

16. GENERAL

16.1. Environmental Permits and Authorizations. The Lessee shall obtain at its sole cost and expense any environmental approvals, permits, other authorizations, or licenses required for its

operations under this Lease, independent of any existing environmental approvals, permits, other authorizations, or licenses for the Leased Premises.

16.2. Indemnification. The Lessee shall indemnify, defend, save, and hold harmless the Government from any claims for damages, response, remediation, or other costs, expenses, liabilities, fines, or penalties resulting in any way from releases, discharges, emissions, spills, storage, handling, disposal, or any other acts or omissions by the Lessee, its officers, agents, employees, contractors, subcontractors, or any Sublessees or licensees, or the invitees of any of them, giving rise to Government liability, civil or criminal, or responsibility under Applicable Laws

16.2.1. Section 16.2 shall survive the expiration or termination of this Lease, and the Lessee's obligations under Section 16.2 shall apply whenever the Government incurs costs or liabilities of the types described in Section 16 that result from the Lessee's use of the Leased Premises.

16.3. Government Caused Environmental Damage. Notwithstanding any other provision of this Lease to the contrary, and except as provided in Section 16.3, the Lessee, as between the Parties, does not assume any liability (including liability to third parties) or responsibility for environmental impacts and damage caused by the Government.

16.3.1. Section 16.3 does not relieve the Lessee of any obligation or liability the Lessee might have or acquire with regard to third parties or regulatory authorities by operation of law.

16.3.2. Section 16.3 shall survive the expiration or termination of this Lease.

16.4. Inspections. The Government's rights under this Lease specifically include the right for Government officials to inspect the Leased Premises, upon reasonable notice as provided under Section 4.2, for compliance with Applicable Laws, including environmental laws, rules, regulations, and standards. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Violations identified by the Government will be reported to the Lessee and to appropriate regulatory agencies, as required by Applicable Law. The Lessee will be liable for the payment of any fines and penalties that may be imposed as a result of the actions or omissions of the Lessee.

16.5. Lessee Response Plan. The Lessee shall comply with all base plans and regulations for responding to hazardous waste, fuel, and other chemical spills.

16.6. Pesticide Management. Any pesticide use will require prior Government approval. Lessee shall comply with the Installation pesticide and use management program.

16.7. Compliance with Water Conservation Policy. The Lessee will comply with the Installation water conservation policy, as amended from time to time (to the extent that such policy exists and the Lessee receives copies thereof), from the Commencement Date through the Expiration Date.

16.8. Protection of Environment and Natural Resources. The Lessee will use reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and this Lease. Where damage nevertheless occurs, arising from the Lessee's activities, the Lessee shall be fully liable for any such damage.

16.9. Pesticides and Pesticide Related Chemicals in Soil. The Lessee acknowledges that the surface soil on the Leased Premises may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the Leased Premises. The Lessee shall manage all such soil on the Leased Premises in accordance with the requirements of any Applicable Laws. The Government will not be responsible for injury or death of any person affected by such soil conditions.

17. ASBESTOS-CONTAINING MATERIALS AND LEAD-BASED PAINT

17.1. ASBESTOS-CONTAINING MATERIALS (ACM). The Lessee is notified that the Leased Premises may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and/or below the ground, that may contain ACM. The Government is not responsible for any handling, removal or containment of asbestos or ACM, or to the extent consistent with Applicable Laws, for any liability related thereto.

17.2. LEAD-BASED PAINT (LBP). The Lessee recognizes and acknowledges that LBP materials may be present on exterior and interior surfaces of facilities within the Leased Premises or in the soil. The Lessee will be responsible at its sole cost and expense for the management, maintenance, removal and disposal of all LBP either located in or attributable to the Leased Premises Improvements. Removal and disposal of LBP must be carried out in compliance with all Applicable Laws.

17.3. POLYCHOLORINATE BIPHENYLS (PCB). The Lessee is notified that the Leased Premises may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and/or below the ground, that may contain PCB. The Government is not responsible for any handling, removal or containment of asbestos or PCB, or to the extent consistent with Applicable Laws, for any liability related thereto.

18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT

18.1. Compliance With Health and Safety Plan. The Lessee agrees to comply with the provisions of any health or safety plan in effect under the IRP (to the extent the Lessee has received notice thereof), or any hazardous substance remediation or response agreement of the Government with environmental regulatory authorities (to the extent the Lessee receives notice thereof if the agreement is not of public record) during the course of any of the response or remedial actions described in Section 20.3. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Lessee. The Lessee and any assignees, licensees, or invitees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except to the extent permitted under Federal law, including the Federal Tort Claims Act.

18.2. Occupational Safety and Health. The Lessee must comply with all Applicable Laws relating to occupational safety and health.

18.3. Hazardous Materials. The Lessee is subject to restrictions set forth in 10 U.S.C. § 2692.

18.4. Hazardous Waste. The Lessee is subject to all Applicable Laws pertaining to the storage, treatment, and disposal of hazardous or toxic waste. If Applicable Laws have been modified by a permit, the Lessee is subject to any additional permit requirements which apply to the Government fee interest.

18.5. Hazardous Material and Hazardous Waste Management Plans. To the extent Lessee is authorized an exemption/exclusion from the statutory prohibition in 18.3, the Lessee is required to manage all hazardous materials and wastes in accordance with Government management plans; including, but not limited to spill contingency plans.

18.6. Environmental Regulator Relations. The Lessee is responsible for notifying the Government of any type of communication with Federal, State, or Local environmental regulatory authorities. The Lessee is not authorized to settle any dispute with Federal, State, or Local environmental authorities without the direct involvement and, in turn, written approval of the Government.

18.7. Permits, EPA/State Generator ID Numbers, Fees, Fines, Penalties. When authorized the Lessee is to obtain its own EPA permits, and/or generator ID number. Regardless of whether Lessee does so or is, otherwise on the Government installation EPA ID number, and/or on any installation/facility permit, the Lessee is expressly liable for the payment of any fees, fines or penalties associated with any violation of an environmental requirement contained in a permit or otherwise levied by a regulator for violation of a environmental rule, regulation or requirement not contained in a permit.

19. HISTORIC PRESERVATION

19.1. The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Leased Premises, the Lessee shall immediately notify the Government and protect the site and the material from further disturbance until the Government gives clearance to proceed.

20. INSTALLATION RESTORATION PROGRAM (IRP)

20.1. IRP Records. On or before the Commencement Date, the Government shall provide the Lessee access to the IRP records applicable to the Leased Premises, if any, and thereafter shall provide to the Lessee a copy of any amendments to or restatements of the IRP records affecting the Leased Premises. The Lessee expressly acknowledges that it fully understands the potential for some or all of the response actions to be undertaken with respect to the IRP may impact the Lessee's quiet use and enjoyment of the Leased Premises. The Lessee agrees that notwithstanding

any other provision of this Lease, the Government shall have no liability to the Lessee or its Sublessees should implementation of the IRP interfere with the Lessee's or its Sublessee' use of the Leased Premises. The Lessee shall have no claim or cause of action against the United States, or any officer, agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this Lease or otherwise.

20.2. Government Right of Entry. The Government and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to the Lessee, to enter upon the Leased Premises for the purposes enumerated in this Section.

20.2.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, test pitting, testing soil borings, and other activities related to the IRP;

20.2.2. To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

20.2.3. To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Leased Premises or to verify any data submitted to the EPA or the State Environmental Office by the Government relating to such conditions; and

20.2.4. To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, test pitting, test soil borings, and other activities undertaken pursuant to this Subsection 20.2.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to Section 20.2.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with the Lessee's quiet use and enjoyment of the Leased Premises arising as the result of such wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Section.

20.3. ACCESS FOR RESTORATION

20.3.1. Nothing in this Lease shall be interpreted as interfering with or otherwise limiting the right of the Government and its duly authorized officers, employees, contractors of any tier, agents, and invitees to enter upon the Premises for the purposes enumerated in Section 20.3 and for such other purposes as are consistent with the provisions of any Federal Facility Agreement (FFA) or required to implement the IRP conducted under the provisions of 10 U.S.C. §§ 2701-2705. The Lessee shall provide reasonable assistance to the Government to ensure Government's activities under Section 20.3 do not damage property of the Lessee on the Premises.

20.3.2. The United States Environmental Protection Agency (EPA) and the State where the Leased Premises are located, including their subordinate political units, and their duly authorized

officers, employees, contractors of any tier, and agents may, upon reasonable notice to the Lessee and with Government's consent, enter upon the Premises for the purposes enumerated in Section 20.3 and for such other purposes as are consistent with the provisions of an FFA. The Lessee shall provide reasonable assistance to EPA and the State to ensure their activities under Section 20.3 do not damage property of the Lessee on the Premises.

20.4. Response Costs. The Lessee shall pay for or reimburse the Government for environmental restoration work it becomes responsible to perform or pay for because of spills, releases, or other actions caused by or attributable to the Lessee.

21. ENVIRONMENTAL BASELINE SURVEY/CONDITION OF PROPERTY

21.1. An Environmental Baseline Survey ("EBS") for the Leased Premises dated 13 May 2025 has been delivered to the Lessee and is attached as **Exhibit D** hereto. The EBS sets forth those environmental conditions and matters on and affecting the Leased Premises on the Commencement Date as determined from the records and analyses reflected therein. The EBS is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Leased Premises, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard the Lessee acknowledges and agrees that the Lessee has relied, and shall rely, entirely on its own investigation of the Leased Premises in determining whether to enter into this Lease. A separate EBS for the Leased Premises shall be prepared by the Government, after the expiration or earlier termination of this Lease ("Final EBS"). Such Final EBS shall document the environmental conditions and matters on and affecting the Leased Premises on the Term Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the Government to determine whether the Lessee has fulfilled its obligations to maintain and restore the Leased Premises under this Lease including, without limitation, Section 13 and Section 16

GENERAL PROVISIONS

22. GENERAL PROVISION

22.1. Covenant against Contingent Fees. The Lessee warrants that it has not employed or retained any person or agency to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to terminate this Lease without liability or in its discretion to recover from the Lessee the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Lessee on the Lease secured or made through bona fide established commercial agencies retained by the Lessee for the purpose of doing business. Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

22.2. Officials Not to Benefit. No Member of, or Delegate to the Congress, or resident commissioner, shall be admitted to any part or share of this Lease or to any benefit that may arise

therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

22.3. Facility Nondiscrimination. As used only in this Condition, the term "Facility" means lodgings, stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in any building covered by, or built on land covered by, this Lease.

22.3.1. The Lessee agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any Facility, including any and all services, privileges, accommodations, and activities provided on the Leased Premises. This does not require the furnishing to the general public the use of any Facility customarily furnished by the Lessee solely for use by their guests and invitees.

22.3.2. The Parties agree that in the event of the Lessee's noncompliance, the Government may take appropriate action to enforce compliance, and may terminate this Lease for default and breach as provided in Section 5 or may pursue such other remedies as may be provided by law.

22.4. Gratuities.

22.4.1. The Government may, by written notice to the Lessee, terminate this Lease if, after notice and hearing, the Secretary of the Air Force or a designee determines that the Lessee, or any agent or representative of the Lessee, offered or gave a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Government and intended, by the gratuity, to obtain a lease or other agreement or favorable treatment under a lease or other agreement, except for gifts or benefits of nominal value offered to tenants of the Leased Premises in the ordinary course of business

22.4.2. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

22.4.3. If this Lease is terminated under Section 22.4.1, the Government shall be entitled to pursue the same remedies against the Lessee as in a breach of this Lease by the Lessee, and in addition to any other damages provided by law, to exemplary damages of not fewer than three (3), or more than ten (10), times the cost incurred by the Lessee in giving gratuities to the person concerned, as determined by the Government.

22.4.4. The rights and remedies of the Government provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Lease.

22.5. No Joint Venture. Nothing contained in this Lease will make, or shall be construed to make, the Parties partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and the Lessee under this Lease is that of landlord and tenant. Nothing in this Lease will render, or be construed to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

22.6. Records and Books of Account. The Lessee agrees that the Secretary of the Air Force, the Comptroller General of the United States, or the Auditor General of the United States Air Force, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Lease, have access to, and the right to examine, any directly pertinent books, documents, papers, and records of the Lessee involving transactions related to this Lease.

22.7. Remedies Cumulative; Failure of Government to Insist on Compliance. The specified remedies to which the Government may resort under the terms of this Lease are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Government may be lawfully entitled in case of any breach or threatened breach by the Lessee of any provisions of this Lease. The failure of the Government to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver or a relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions, but the obligations of the Lessee with respect to such future performance shall continue in full force and effect. No waiver by the Government of any provisions of this Lease shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Government.

22.8. Counterparts. This Lease may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Lease by facsimile or other electronic means shall be effective as the delivery of a manually executed counterpart of this Lease. The Parties agree that such electronically exchanged or stored copies will be enforceable as original documents.

22.9. Partial Invalidity. If any term or provision of this Lease, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of the term or provision to persons or circumstances other than those for which the term or provision is held invalid or unenforceable, will not be affected by the application, and each remaining term or provision of this Lease will be valid and will be enforced to the fullest extent permitted by law.

22.10. Interpretation of Lease. The Parties and their legal counsel have participated fully in the negotiation and drafting of this Lease. This Lease has been prepared by the Parties equally, and should be interpreted according to its terms. No inference shall be drawn that this Lease was prepared by, or is the product of, either Party.

22.11. Identification of Government Agencies, Statutes, Programs and Forms. Any reference in this Lease, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor or similar department, agency, statute, regulation, program, or form.

22.12. Approvals. Any approval or consent of the Parties required for any matter under this Lease shall be in writing and shall not be unreasonably conditioned delayed or withheld unless otherwise indicated in this Lease.

22.13. Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Lease and none of the provisions of this Lease shall be for the benefit of, or enforceable by, any creditors of the Lessee.

22.14. No Individual Liability of Government Officials. No covenant or agreement contained in this Lease shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Government, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Lease, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

23. SPECIAL PROVISIONS

23.1 CATEX 19. Due to changing environmental conditions and/or regulations, the assigned Categorical Exclusion for this proposed action will expire 16 April 2030, 5 years, from the date that this AF Form 813 was signed. If proposed action is not implemented within 5 years, 16 April 2025, a new AF Form 813 must be submitted.

23.2 EBS. An Environmental Baseline Survey (RCS 25-206) was completed on this area and addresses the pertinent environmental issues. The Grantee for this action is responsible for implementing all applicable management requirements identified in the above-referenced Environmental Baseline Survey and additional documents at Exhibit D.

23.3 Ground Disturbance. No comments or concerns for re-issuing instrument for area described. However, any new construction or ground disturbing activity therein will require grantee to submit new 813(s). Please contact Rodney Felix, 96 CEG/CEIEA, (850) 883-1153.

23.4 Cultural Concerns. There are no cultural resources concerns with this project as currently described. If project plans change in any way, contact the Eglin AFB Cultural Resources Office. If unexpected discoveries such as Native American graves or lost historic cemeteries are encountered, guidelines set forth in Chapter 872, Florida Statute (Florida's Unmarked Burial Law) must be followed. If human remains or archaeological materials are encountered during construction, work is to cease immediately and the area secured. Contact the Eglin AFB Cultural Resources Office within 24 hours: Catherine Nolan, catherine.nolan.3@us.af.mil, Jessica Conrad, jessica.conrad.7@us.af.mil, or Alex DeCaro, alexander.decaro@us.af.mil. Ensure that our office is informed when the project is completed.

23.5 Hazardous Materials. All hazardous materials to be used, including those used by contract activities, must be approved, documented, and tracked in the installation hazardous materials management program. Hazardous materials include paints, solvents, sealants, adhesives, refrigerants, etc. Reference AFMAN 32-7002. Please contact Mr. Kenneth Powell, 96 CEG/CEIEC, kenneth.powell.9@us.af.mil, (850) 882-5929.

23.6 Debris Emissions. There must not be any debris/waste left onsite. It must be contained and removed to a secure, permitted disposal site or transported for approved recycling/reuse.

Monitor site and remove waste/debris. Please contact Ms. Ailie Csaszar, 96 CEG/CEIEC, ailie.csaszar.1@us.af.mil, (850) 882-7663.

23.7 Work Clearance/ Work Request. Grantee is required to obtain an approved AF IMT 103, Base Civil Engineering Work Clearance Request (also known as a Dig Permit), prior to performing any digging or ground disturbing activities on Eglin AFB. Grantee is required to obtain an approved AF Form 332, Base Civil Engineering Work Request, prior to performing work on Eglin AFB. Please contact the Civil Engineering Customer Service Desk at (850) 882-8347.

23.8 Relocation. In the event all or any portion of the Premises shall be needed by the United States or in the event the presence of Grantee's property shall be considered detrimental to governmental activities, Grantee shall, from time-to-time and at Grantee's expense, upon notice to do so, and as often as so notified, remove or relocate its property to such other location or locations on the Premises (or substitute land of Grantor which shall then become part of the Premises) as may be designated by said officer, and in the event Grantee's property shall not be removed or relocated within thirty (30) days after any aforesaid notice, the United States may cause the same to be done at the expense of the Grantee.

24. RIGHTS NOT IMPAIRED

24.1. Rights Not Impaired. Nothing contained in this Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Government over the Leased Premises relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

24.2. Installation Access. The Lessee acknowledges that the Installation is an operating military Installation that could remain closed to the public and accepts that the Lessee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access to the Installation may also be restricted due to inclement weather and natural disasters. The Lessee further acknowledges that the Government strictly enforces Federal laws and regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure under 41 C.F.R. § 102-74-370. The Government will use reasonable diligence in permitting the Lessee access to the Leased Premises at all times, subject to the provisions of this Section. Notwithstanding the foregoing, the Lessee agrees the Government will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the base under Federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. The Government retains the right to refuse access to the Leased Premises by the Lessee Parties. The Lessee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Government.

24.3. Permanent Removal and Debarment. Notwithstanding anything contained in this Lease to the contrary, the Government has the right at all times to order the permanent removal and debarment of anyone from the Installation, including but not limited to assignees, if it

determines, in its sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and discipline on the Installation pursuant to 18 U.S.C. 1382.

25. APPLICABLE LAWS

25.1. Compliance with Applicable Laws. The Lessee shall comply, at its sole cost and expense (except for matters for which the Government remains obligated hereunder pursuant to Section 16), with all Applicable Laws including without limitation, those regarding construction, demolition, maintenance, operation, sanitation, licenses, or permits to do business, protection of the environment, pollution control and abatement, occupational safety and health, and all other related matters. The Lessee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

25.1.1. "Applicable Laws" means, collectively, all present, amended and future laws, ordinances, rules, requirements, regulations, orders, instructions, directives, requirements, and policy memoranda of the United States, the State where the Leased Premises is located and any other public or quasi-public Federal, State, or local authority, and/or any department or agency thereof, having jurisdiction over the Project ("Project" means, collectively, the Leased Premises and the Leased Premises Improvements) and relating to the Project or imposing any duty upon the Lessee with respect to the use, occupation, or alteration of the Project during the Lease Term. https://www.federalregister.gov/documents/2014/02/20/2014-03805/establishing-a-minimum-wage-for-contractors.

25.2. Compliance with Executive Order (EO) No. 13658. The parties expressly stipulate this Lease is subject to Executive Order 13658 and the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order. Thereby, "Appendix A of 29 CFR Part 10-Contract Clause" is incorporated by reference herein.

25.3. Permits, Licenses and Approvals. The Lessee will be responsible for and obtain, at its sole cost and expense, prior to the commencement of construction and demolition, and upon completion of the building of Leased Premises Improvements, any approvals, permits, other authorizations, or licenses that may be necessary to construct, occupy, and operate the Project, the Leased Premises Improvements, and Lessee Equipment in compliance with all Applicable Laws.

25.4. No Waiver of Sovereign Immunity. Nothing in this Lease shall be construed to constitute a waiver of Federal supremacy or Federal sovereign immunity. Only laws and regulations applicable to the Leased Premises under the Constitution and statutes of the United States are covered by this Section. The United States presently exercises proprietary Federal jurisdiction over the Leased Premises.

25.5. Lessee Responsibility for Compliance. Responsibility for compliance as specified in Section 25 rests exclusively with the Lessee. The Government assumes no enforcement or supervisory responsibility, except with respect to matters committed to its jurisdiction and authority. The Lessee shall be liable for all costs associated with compliance, defense of

enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to the Lessee's use and occupation of the Leased Premises.

25.6. Lessee Right to Contest. The Lessee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature referred to in Section 25. The Government shall not be required to join in or assist the Lessee in any such proceedings.

26. AVAILABILITY OF FUNDS

26.1. The obligations of any Party to this Lease or of any transferee of the Lease shall be subject to the availability of appropriated funds for any such obligation, unless such Party or transferee is a non-appropriated fund instrumentality of the United States. No appropriated funds are obligated by this Lease and nothing in this Lease shall be interpreted to require obligations or payment by the Government in violation of the Anti-Deficiency Act 31 U.S.C. § 1341.

27. CONGRESSIONAL REPORTING

This Lease is not subject to 10 U.S.C. § 2662.

28. AMENDMENTS

28.1. Amendments. This Lease may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties.

29. GENERAL INDEMNIFICATION BY LESSEE

29.1. No Government Liability. Except as otherwise provided in this Lease, the Government shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Leased Premises, or the use and occupation of the Leased Premises, or for damages to the property of the Lessee, or injuries or death of the Lessee's officers, agents, servants, employees, or others who may be on the Leased Premises at their invitation or the invitation of any one of them.

29.2. Lessee Liability. Except as otherwise provided in this Lease, the Lessee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Leased Premises by the Lessee, the Lessee's officers, agents, servants, employees, or others (excluding those employees or agents of the Government who are on the Leased Premises for the purpose of performing official duties) who may be on the Leased Premises at their invitation or the invitation of any one of them (the "Lessee Parties"), or the activities conducted by or on behalf of the Lessee Parties under this Lease. The Lessee expressly waives all claims against the Government for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Leased Premises by the Lessee Parties, or the conduct of activities or the performance of responsibilities under this Lease. The Lessee further agrees, to the extent permitted by Applicable Laws, to indemnify, save, and hold harmless the Government, its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs, and attorneys' fees arising out of, claimed

on account of, or in any manner predicated upon bodily injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of any portion of the Leased Premises, or any activities conducted or services furnished by or on behalf of the Lessee Parties in connection with, or pursuant, to this Lease, and all claims for damages against the Government arising out of, or related to, the Lease. The agreements of Lessee contained in Section 29.2 do not extend to claims caused by the gross negligence or willful misconduct of officers, agents, contractors, or employees of the United States without contributory fault on the part of any other person, firm, or corporation. The Government will give the Lessee notice of any claim against it covered by this indemnity as soon as practicable after learning of it.

30. ENTIRE AGREEMENT

30.1. It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Lease, embodies the entire agreement between the Parties regarding the use of the Leased Premises by the Lessee. In the event of any inconsistency between the terms of this Lease and of any provision that has been incorporated by reference, the terms of this Lease shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Lease. This instrument may only be modified or amended by mutual agreement of the Parties in writing and signed by each of the Parties.

31. SECTION HEADINGS

31.1. The brief headings or titles preceding each Section are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction and interpretation of this Lease.

32. PRIOR AGREEMENTS

33.1. This Lease supersedes all prior agreements, if any, with the Lessee for the Leased Premises, but does not terminate any obligations of the Lessee under such prior agreements that may by their terms survive the termination or expiration of those agreements, except to the extent such obligations are inconsistent with this Lease. In the event that any prior lease or other agreement between the Parties, or their predecessors in interest, for the use and occupancy of the Leased Premises has expired prior to the execution of this Lease, the Parties acknowledge that the Lessee, either directly or through its predecessors in interest, has had continuous use and occupancy of the Leased Premises pursuant to the prior agreement since the expiration of the prior agreement.

34. LIST OF EXHIBITS

LIST OF EXHIBITS

Exhibit A - Map of Leased Premises
Exhibit B - Legal Description of Leased Premises
Exhibit C - Physical Condition Report
Exhibit D – Supplemental Environmental Baseline Survey

GOVERNMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the United States of America has executed this Lease effective as of _____.

THE UNITED STATES OF AMERICA, acting
by and through the Secretary of the Air Force

By: _____
BRENDA L. ROESCH, NH-IV, DAF
Director, Installations Directorate
Air Force Civil Engineer Center

Signed, sealed, and delivered
In the presence of:

_____
Witness

LESSEE SIGNATURE PAGE

THIS LEASE is also executed by the Lessee as of this _____ day of _____, 20____.

The City of Mary Esther

By: _____
JARED COBB
City Manager, City of Mary Esther

IN WITNESS WHEREOF, The City of Mary Esther has executed this Lease effective as of _____.

Signed, sealed, and delivered
In the presence of:

_____
Witness

LESSEE SIGNATURE PAGE

THIS LEASE is also executed by the Lessee as of this _____ day of _____, 20____.

The City of Mary Esther

By: _____
JARED COBB
City Manager, City of Mary Esther

IN WITNESS WHEREOF, The City of Mary Esther has executed this Lease effective as of _____.

Signed, sealed, and delivered
In the presence of:

_____
Witness

LESSEE SIGNATURE PAGE

THIS LEASE is also executed by the Lessee as of this _____ day of _____, 20____.

The City of Mary Esther

By: _____
JARED COBB
City Manager, City of Mary Esther

IN WITNESS WHEREOF, The City of Mary Esther has executed this Lease effective as of _____.

Signed, sealed, and delivered
In the presence of:

_____
Witness

EXHIBIT A

MAP OF LEASED PREMISES

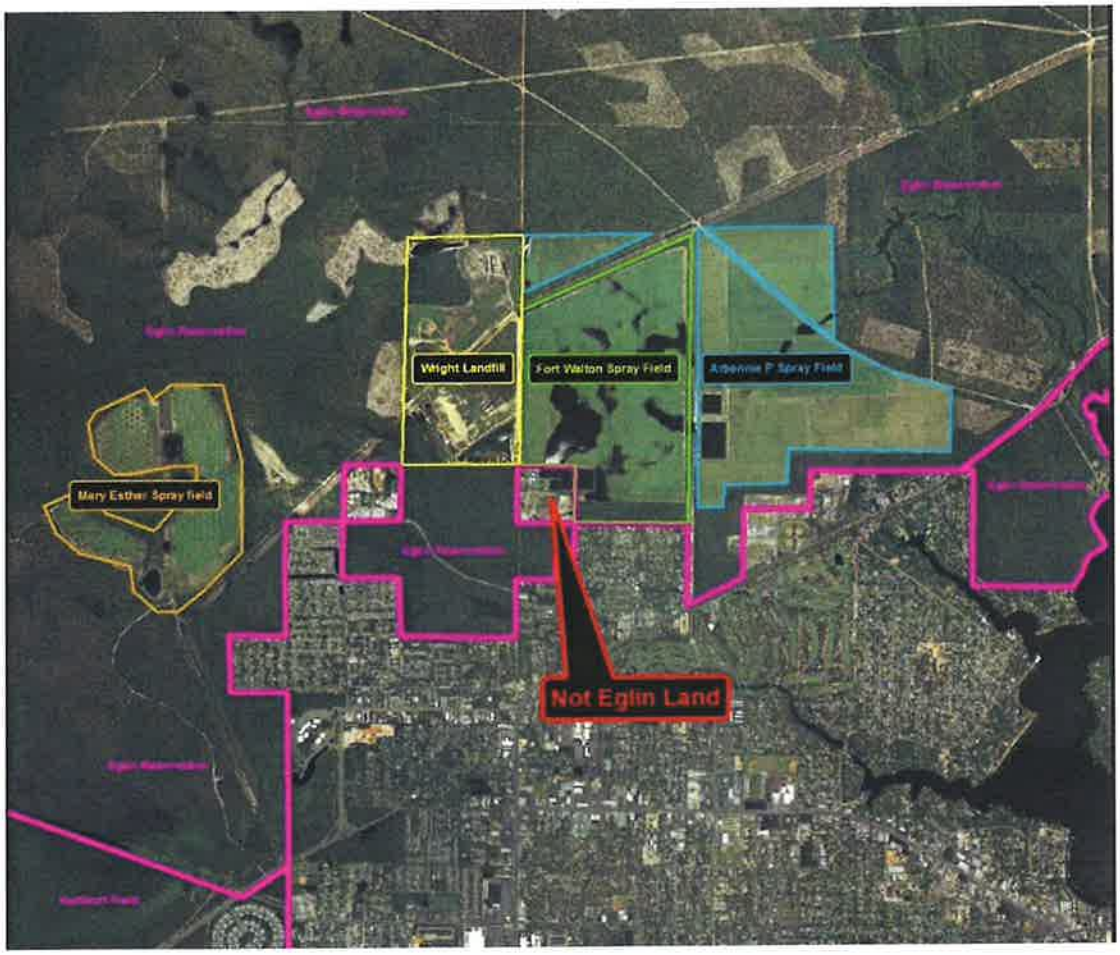


EXHIBIT B

LEGAL DESCRIPTION OF LEASED PREMISES

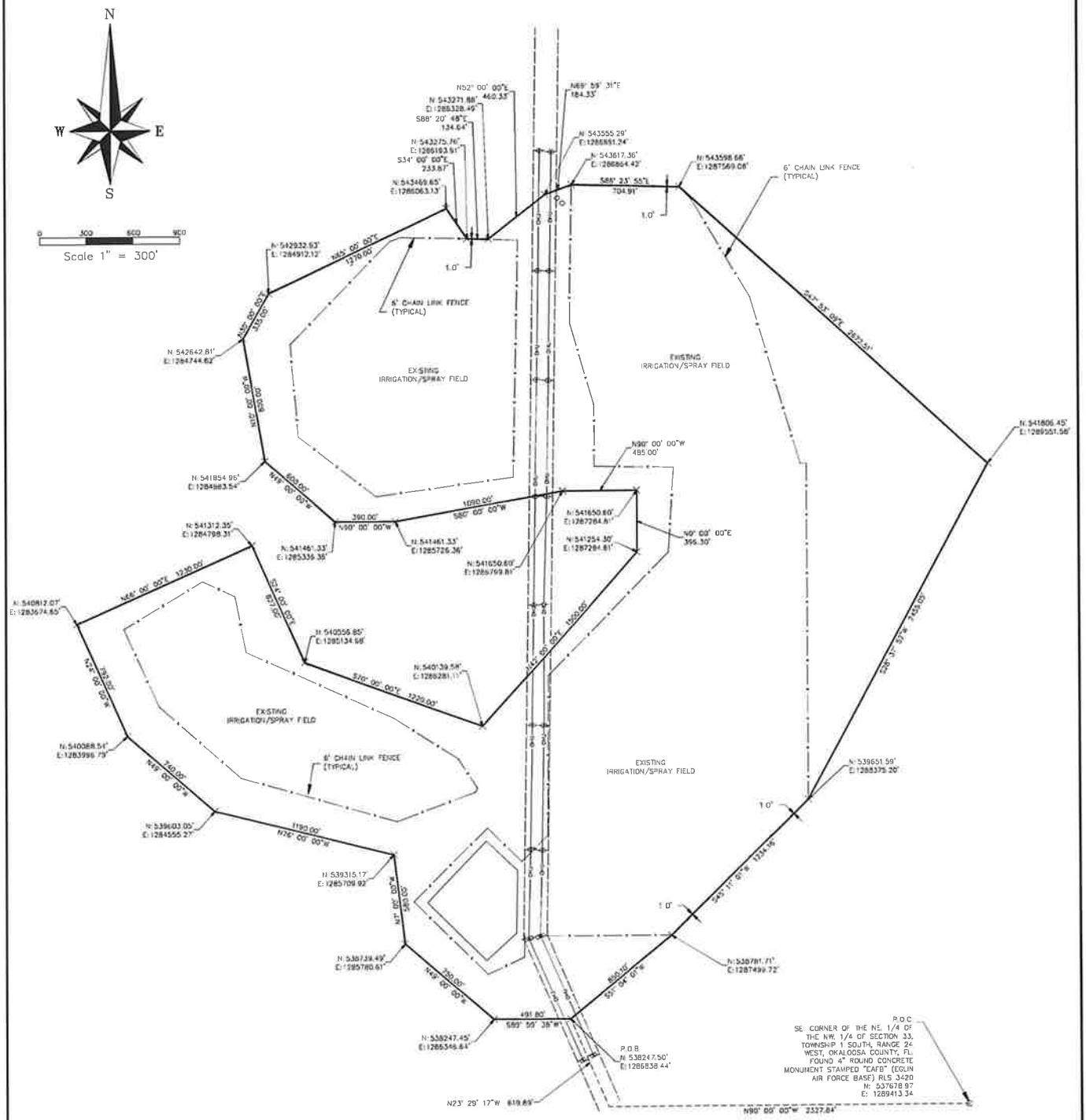
NEW LEASE DESCRIPTION:

A PORTION OF LAND LYING WITHIN SECTIONS 28, 29, 32, 33, TOWNSHIP 1 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA; THENCE N 90°00'00" W, FOR A DISTANCE OF 2,327.84 FEET; THENCE N 23°29'17" W, FOR A DISTANCE OF 619.89 FEET TO THE POINT OF BEGINNING. THENCE S 89°59'38" W, FOR A DISTANCE OF 491.80 FEET; THENCE N 49°00'00" W, FOR A DISTANCE OF 750.00 FEET; THENCE N 07°00'00" W, FOR A DISTANCE OF 580.00 FEET; THENCE N 76°00'00" W, FOR A DISTANCE OF 1190.00 FEET; THENCE N 49°00'00" W, FOR A DISTANCE OF 740.00 FEET; THENCE N 24°00'00" W, FOR A DISTANCE OF 792.00 FEET; THENCE N 66°00'00" E, FOR A DISTANCE OF 1,230.00 FEET; THENCE S 24°00'00" E, FOR A DISTANCE OF 827.00 FEET; THENCE S 70°00'00" E, FOR A DISTANCE OF 1,220.00 FEET; THENCE N 42°00'00" E, FOR A DISTANCE OF 1,500.00 FEET; THENCE N 00°00'00" E, FOR A DISTANCE OF 396.30 FEET; THENCE N 90°00'00" W, FOR A DISTANCE OF 485.00 FEET; THENCE S 80°00'00" W, FOR A DISTANCE OF 1,090.00 FEET; THENCE N 90°00'00" W, FOR A DISTANCE OF 390.00 FEET; THENCE N 49°00'00" W, FOR A DISTANCE OF 600.00 FEET; THENCE N 10°00'00" W, FOR A DISTANCE OF 800.00 FEET; THENCE N 30°00'00" E, FOR A DISTANCE OF 335.00 FEET; THENCE N 65°00'00" E, FOR A DISTANCE OF 1,270.00 FEET; THENCE S 34°00'00" E, FOR A DISTANCE OF 233.87 FEET; THENCE S 88°20'48" E, FOR A DISTANCE OF 134.64 FEET; THENCE N 52°00'00" E, FOR A DISTANCE OF 460.33 FEET; THENCE N 69°59'31" E, FOR A DISTANCE OF 184.33 FEET; THENCE S 88°23'55" E, FOR DISTANCE OF 704.91 FEET; THENCE S 47°53'09" E, FOR DISTANCE OF 2,672.51 FEET; THENCE S 28°37'52" W, FOR DISTANCE OF 2,455.05 FEET; THENCE S 45°11'01" W, FOR A DISTANCE OF 1,234.16 FEET; THENCE S 51°04'01" W, FOR A DISTANCE OF 850.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 377.77 ACRES MORE OR LESS

THIS IS NOT A BOUNDARY SURVEY
SKETCH AND DESCRIPTION



LEGEND & ABBREVIATIONS

FND. = FOUND
C = CALCULATED MEASUREMENT
D = DEED MEASUREMENT
F = FIELD MEASUREMENT
SEC. = SECTION
TWP. = TOWNSHIP
RNG = RANGE
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
℄ = CENTERLINE
R/W = RIGHT OF WAY
Δ = DELTA
CB = CHORD BEARING
P.L.S. = REGISTERED LAND SURVEYOR
⟵ = GUY WIRE ANCHOR
L.B. = LAND SURVEY BUSINESS REGISTRATION NUMBER
P.S.M. = REGISTERED LAND SURVEYOR
CMON. = CONCRETE MONUMENT
ID = IDENTIFICATION
SQ. FT. = SQUARE FEET
AC = ACRES
± = PLUS OR MINUS
OR = ORIGINAL RECORDS
BK = BOOK
= NOT TO SCALE
COR = CORNER
N = NORTHING
E = EASTING
= POWER POLE
= RIGHT OF WAY LINE
= PROPERTY LINE
= BOUNDARY LINE
= EASEMENT LINE
= OVER-HEAD UTILITY LINE
= FENCE AS DENOTED
= VEGETATION LINE

NEW LEASE DESCRIPTION:

A PORTION OF LAND LYING WITHIN SECTIONS 28, 29, 32, 33, TOWNSHIP 1 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA; THENCE N 90°00'00" W FOR A DISTANCE OF 2,327.84 FEET; THENCE N 23°29'17" W, FOR A DISTANCE OF 619.69 FEET TO THE POINT OF BEGINNING. THENCE S 89°59'38" W, FOR A DISTANCE OF 491.80 FEET; THENCE N 49°00'00" W FOR A DISTANCE OF 720.00 FEET; THENCE N 0°00'00" W, FOR A DISTANCE OF 585.00 FEET; THENCE N 76°00'00" W, FOR A DISTANCE OF 1190.00 FEET; THENCE N 45°00'00" W, FOR A DISTANCE OF 760.00 FEET; THENCE N 44°00'00" E, FOR A DISTANCE OF 1,230.00 FEET; THENCE S 24°00'00" E, FOR A DISTANCE OF 877.00 FEET; THENCE S 30°00'00" E, FOR A DISTANCE OF 1,229.00 FEET; THENCE N 44°00'00" E, FOR A DISTANCE OF 1,450.00 FEET; THENCE N 00°00'00" E, FOR A DISTANCE OF 208.30 FEET; THENCE N 90°00'00" W, FOR A DISTANCE OF 485.00 FEET; THENCE S 80°00'00" W, FOR A DISTANCE OF 1,090.00 FEET; THENCE N 90°00'00" W, FOR A DISTANCE OF 390.00 FEET; THENCE N 49°00'00" W, FOR A DISTANCE OF 800.00 FEET; THENCE N 0°00'00" E, FOR A DISTANCE OF 320.00 FEET; THENCE N 85°00'00" E, FOR A DISTANCE OF 1,270.00 FEET; THENCE S 34°00'00" E, FOR A DISTANCE OF 233.87 FEET; THENCE S 88°20'48" E, FOR A DISTANCE OF 134.64 FEET; THENCE N 52°00'00" E, FOR A DISTANCE OF 460.33 FEET; THENCE N 69°59'31" E, FOR A DISTANCE OF 184.33 FEET; THENCE S 88°23'55" E, FOR DISTANCE OF 704.91 FEET; THENCE S 47°53'09" E, FOR DISTANCE OF 2,832.51 FEET; THENCE S 28°37'32" W, FOR DISTANCE OF 2,155.05 FEET; THENCE S 45°00'00" W, FOR A DISTANCE OF 1,234.16 FEET; THENCE S 51°04'09" W, FOR A DISTANCE OF 806.70 FEET TO THE POINT OF BEGINNING

CONTAINING 377.77 ACRES MORE OR LESS

SURVEYOR'S NOTES

1. NORTH AND BEARINGS ARE GRID, BASED ON THE NORTH AMERICAN DATUM 1988 (NAD88)
2. NO TITLE SEARCH WAS PERFORMED BY NOR FURNISHED TO MOTT MACDONALD FLORIDA LLC FOR THE PURPOSES OF THE SKETCH AND DESCRIPTION SURVEY SHOWN HEREON
3. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THE SURVEY DOES NOT GUARANTEE TITLE TO OR DETERMINE OWNERSHIP TO ANY PERSONS OR PARTIES
4. NO UNDERGROUND UTILITIES WERE SURVEYED FOR THIS SKETCH AND DESCRIPTION
5. THIS IS A SKETCH AND DESCRIPTION NOT A BOUNDARY SURVEY

THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY.

CERTIFICATE OF AUTHORIZATION # LB #6782

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DAVID K. HITCHCOCK
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER REGISTRATION # 7160

SHEET NUMBER: 1 of 1

SHEET TITLE: SKETCH & DESCRIPTION

DATE ISSUED	10-25-19
FIELD DATE	10-12-19
DRAWN BY	D. HITCHCOCK
PROJECT SURVEYOR	B. FAIRCLOTH
M.M. PROJECT NUMBER	

DATE	REV.	REVISION DESCRIPTION

FIELD BOOK: FIELD BOOK PAGES

IRRIGATION FIELD

MARY ESTHER, FLORIDA

MOTT MACDONALD

MOTT MACDONALD FLORIDA, LLC
220 West Garden Street
Suite 700
Pensacola, Florida 32502
Telephone: (850) 434-8011
Authority AA - 0000635
Engineer's ED - XXXX155
Surveyor's LB - 6687183

EXHIBIT C

PHYSICAL CONDITION REPORT

DEPARTMENT OF THE AIR FORCE
USE OF PROPERTY ON EGLIN AIR FORCE BASE, FLORIDA

PHYSICAL CONDITION REPORT (PCR)

Date of Report: 19 May 2025

Instrument Type & No: License # USAF-AFMC-FTFA-26-1-0014

Instrument Start Date: 8 January 2026

Activity: City of Mary Esther – Operate Effluent Spray Field

Total Area for New Instrument: +/- 326 acres

DESCRIPTION, LOCATION, AND CONDITION OF PROPERTY:

The property consists of +/- 326 acres located north of Martin Luther King Jr. Boulevard owned by Eglin Air Force Base. Property is located on Eglin Air Force Base, Okaloosa County, Florida.

Said land/property is in excellent/(good)/ fair / poor condition.
Said building(s) is in excellent/good/fair/poor condition. NA

Remarks:

JOINT AGREEMENT ON CONDITION OF PROPERTY

We, the undersigned, surveyed and inspected the condition of the property identified above. We agree that as of the date of the survey, the condition of said property is as described herein.

Ernie Nolan
City of Mary Esther

Skye Goldstein
Realty Specialist, Eglin AFB

Form approved by
SAF/GCN: 5 Dec 2022
Previous versions are obsolete

EXHIBIT D

SUPPLEMENTAL ENVIRONMENTAL BASELINE SURVEY
The City of Mary Esther Lease Renewal
RCS 25-206

SUPPLEMENTAL ENVIRONMENTAL BASELINE SURVEY
The City of Mary Esther Lease Renewal
RCS 25-206

Environmental Condition Report/Site Visit

This Supplemental Environmental Baseline Survey (SEBS) is for the 96th Civil Engineer Group Real Property Office, 96 CEG/CEIAP lease renewal with the City of Mary Esther for the operation, maintenance, and repair of a 326.22 acre effluent spray field on Eglin AFB. The 96th Civil Engineer Group Environmental Planning Office, 96 CEG/CEIEA has conducted a records review, interviews, an Environmental Impact Analysis Process review (Air Force [AF] Form 813, attached), and visual site inspection (VSI) of the subject location.

On 07 May 2025, Ms. Erica Lee 96 CEG/CEIEA, conducted a records review for the easement location. The following records were identified: RCS 05-1192 "*Mary Esther Spray Field at Eglin Air Force Base EBS*", RCS 16-129 "*License to Mary Esther for Effluent Spray Fields SEBS*", and RCS 20-292 *Lease Renewal to the City of Mary Esther for Effluent Sprayfield SEBS*". The records did not reveal any items of concern; the subject property was categorized as Category 1 within the Environmental Baseline Survey. This SEBS will update and supplement all preceding instruments.

On 02 May 2025, Ms. Erica Lee 96 CEG/CEIEA and Ms. Kelly Knight 96 CEG/CEIEA, met with Mr. Josh Robinson (Jacobs Engineering) at the lease location to conduct a VSI (Figure 1 and Photos 1-7). The sprayfield is overgrown with woody shrubs, clump grasses and pine trees. Feral hog damage was observed in multiple places throughout the sprayfield. Mr. Robinson is aware of the overgrowth and damage and stated that improving the condition of the sprayfield is a priority. Observations revealed no visible evidence of stained soil, contamination, or suspected contamination, and there was no visible evidence of petroleum or hazardous substances being used, stored, disposed, or released on the property. Mr. Robinson stated petroleum products nor hazardous substances are stored on site. On 08 May 2025, Mr. Jordan Tippet stated by email "There are no reported spills in these locations." Photos were taken to document the site's condition and are included in this SEBS.

The City of Mary Esther may refuse to accept and adopt the conclusion of the abovementioned EBS and this SEBS; however, they will be obligated to provide their own study in accordance with the Department of the Air Force Instruction 32-7020 *Environmental Restoration Program* (dated 16 May 2024). The information contained within this SEBS is based on records made available, and to the best of my knowledge is correct and current as of 08 May 2025.

CERTIFIED BY: LEE.ERICA.J F.1266526861 Digitally signed by LEE.ERICA.J F.1266526861 Date: 2025.05.13 13:57:54 -05'00' DATE: Digital Signature Date

ERICA LEE, GS-12
Physical Scientist, 96 CEG/CEIEA

APPROVED BY: ROGERS.MELIND A.A.1040249032 Digitally signed by ROGERS.MELINDA.A.1040249032 Date: 2025.05.13 14:13:23 -05'00' DATE: Digital Signature Date

MELINDA A. ROGERS, NH-03
Chief, Environmental Assets Section

Interviews and Records Reviews

Note: All interviews were conducted by AF Form 813, unless otherwise noted.

1. 96 CEG/CEIEC Air Quality Program (Mr. Kevin Doyle, 08 April 2025) "No Comments or Concerns"

2. 96 CEG/CENPP Asbestos Program (Ms. Corinne Brown, 10 April 2025). "No Comments or Concerns"

3. 96 OMRS/SGXB Bioenvironmental Program (Mr. Michael Massey, 14 April 2025). "No Comments or Concerns"

4. 96 CEG/CEIEA Biological Resources Program (Mr. Rodney Felix, 08 April 2025). "No comments or concerns for re-issuing instrument for area described. However, any new construction or ground disturbing activity therein will require grantee to submit new 813(s). POC: Rodney Felix, 96 CEG/CEIEA, 883-1153."

5. 96 CEG/CEIEA Cultural Resources Program (Mr. Alexander "Alex" DeCaro, 14 April 2025) "There are no cultural resources concerns with this project as currently described. If project plans change in any way, contact the Eglin AFB Cultural Resources Office. If unexpected discoveries such as Native American graves or lost historic cemeteries are encountered, guidelines set forth in Chapter 872, Florida Statute (Florida's Unmarked Burial Law) must be followed. If human remains or archaeological materials are encountered during construction, work is to cease immediately, and the area secured. Contact the Eglin AFB Cultural Resources Office within 24 hours: Catherine Nolan, catherine.nolan.3@us.af.mil, Jessica Conrad, jessica.conrad.7@us.af.mil, or Alex DeCaro, alexander.decaro@us.af.mil. Ensure that our office is informed when the project is completed."

6. AFCEC/CZO Installation Restoration Program (Mr. George Cole, 10 April 2025). "No Comments or Concerns"

7. 796 CES/CEIEC Hazardous Materials Program (Ms. Ailie Csaszar, 15 April 2025) "All hazardous materials to be used, including those used by contract activities, must be approved, documented, and tracked in the installation hazardous materials management program. Hazardous materials include paints, solvents, sealants, adhesives, refrigerants, etc. Reference AFMAN 32-7002. POC: Mr. Kenneth Powell, 96 CEG/CEIEC, kenneth.powell.9@us.af.mil, 882-5929. 2) There must not be any debris/waste left onsite. It must be contained and removed to a secure, permitted disposal site or transported for approved recycling/reuse. Monitor site

and remove waste/debris. POC: Ms. Ailie Csaszar, 96 CEG/CEIEC, ailie.csaszar.1@us.af.mil, 882-7663."

8. 96 CEG/CEIEC Special Waste & Hazardous Waste Programs (Mr. Stephen Kauffman, 08 April 2025) "No Comments or Concerns"

9. 96 CEG/CENPL Land Use/Community Planning Program (Ms. Cheryl Sawyers, 08 April 2025). "No Comments or Concerns"

10. 96 TW/SE Safety Programs (Ground: Mr. John Miley, Range: Mr. Gilbert Sanders & Weapons: Mr. David Lee, 08 April 2025). "No Comments or Concerns"

11. 96 CEG/CEIEC Spill Response Program (Mr. Jordan Tippett, 08 May 2025). Email. "There are no reported spills in these locations."

12. 96 CEG/CEIEC Tanks Program (Mr. Michael Vannoy, 09 April 2025). "No Comments or Issues"

13. 96 CEG/CEIEC Water Quality Program (Mr. Timothy "Tim" Langley, 16 April 2025). "No Comments or Concerns."

Site Figures

Figure 1. Location Image



VSI Photos



Photo 1 – Retention Pond



Photo 2 – Retention Pond



Photo 3 – South end of Sprayfield facing RR 655 entrance



Photo 4 – Equipment Storage Area and Workshop



Photo 5 – Southwest corner of sprayfield facing Northeast



Photo 6 – Northeast side of sprayfield facing West



Photo 7 – Southeast corner of sprayfield facing North, highlighting feral hog damage

Copy of AF Form 813 (Page 1 of 2)

REQUEST FOR ENVIRONMENTAL IMPACT ANALYSIS	Report Control Symbol RCS: 25-206

INSTRUCTIONS: *Section I to be completed by Proponent. Sections II and III to be completed by Environmental Planning Function. Continue on separate sheets as necessary. Reference appropriate item number(s).*

SECTION I – PROPONENT INFORMATION

1. TO *(Environmental Planning Function)*	2. FROM *(Proponent Organization and functional address symbol)*	2a. TELEPHONE NO.
96 CEG/CEVSP	Civ Skye Goldstein 96 CEG	850-882-3404

3. TITLE OF PROPOSED ACTION

City of Mary Esther Lease Renewal

4. PURPOSE AND NEED FOR ACTION *(Identify decision to be made and need date)*

(see attached)

5. DESCRIPTION OF ACTION AND ALTERNATIVES (DOPAA) *(Provide sufficient details for evaluation of the total action)*

(see attached)

6. UNIT ENVIRONMENTAL COORDINATOR (Name and Grade)	6a. SIGNATURE	6b. DATE
Civ Corinne Brown	\\ ELECTRONICALLY SIGNED \\	4/7/2025

SECTION II – PRELIMINARY ENVIRONMENTAL SURVEY *(Check appropriate box and describe potential environmental effects including cumulative effects) (+=positive effect; 0=no effect; - = adverse effect; U=unknown effect)*	+	0	-	U
7. AIR INSTALLATION COMPATIBLE USE ZONE/LAND USE *(Noise, accident potential, encroachment, etc.)*		X		
8. AIR QUALITY *(Emissions, attainment status, state implementation plan, etc.)*		X		
9. WATER RESOURCES *(Quality, quantity, source, etc.)*		X		
10. SAFETY AND OCCUPATIONAL HEALTH *(Asbestos/radiation/chemical exposure, explosives safety quantity distance, bird/wildlife aircraft hazard, etc.)*		X		
11. HAZARDOUS MATERIALS/WASTE *(Use/storage/generation, solid waste, etc.)*		X		
12. BIOLOGICAL RESOURCES *(Wetlands/floodplains, threatened or endangered species, etc.)*		X		
13. CULTURAL RESOURCES *(Native American burial sites, archaeological, historical, etc.)*		X		
14. GEOLOGY AND SOILS *(Topography, minerals, geothermal, Installation Restoration Program, seismicity, etc.)*		X		
15. SOCIOECONOMIC *(Employment/population projections, school and local fiscal impacts, etc.)*		X		
16. OTHER *(Potential impacts not addressed above.)*		X		

SECTION III – ENVIRONMENTAL ANALYSIS DETERMINATION

17.	X	PROPOSED ACTION QUALIFIES FOR CATEGORICAL EXCLUSION (CATEX): 19 (see attached for description); OR
		PROPOSED ACTION DOES NOT QUALIFY FOR A CATEX; FURTHER ENVIRONMENTAL ANALYSIS IS REQUIRED.

18. REMARKS
(see attached)

19. ENVIRONMENTAL PLANNING FUNCTION CERTIFICATION (Name and Grade)	19 a. SIGNATURE	19 b. DATE
Melinda A. Rogers, GS-13	\\ ELECTRONICALLY SIGNED \\	4/16/2025

AF FORM 813, 19990901 (EF-V1) THIS FORM CONSOLIDATES AF FORMS 813 AND 814. PAGE OF PAGE(S)

Copy of AF Form 813 (Page 1 of 2)

4.0 PURPOSE AND NEED FOR ACTION

The Real Property Office is renewing a lease with The City of Mary Esther for the operation, maintenance, and repair of an effluent spray field on Eglin AFB.

5.0 DESCRIPTION OF PROPOSED ACTION AND ALTERNATIVES

5.1 Description of the Proposed Action

The Real Property Office is renewing a lease with The City of Mary Esther which consists of +/- 326 acres for the operation, maintenance, and repair of an effluent spray field on Eglin AFB. Please see the attached location map.

5.2 Description of Alternatives

No action.

17.0 CATEX DESCRIPTION (if any)

A2.3.19 Granting easements, leases, licenses, rights of entry, and permits to use Air Force controlled property for activities that, if conducted by the Air Force, could be categorically excluded in accordance with this attachment. The EPF must document application of this CATEX on AF Form 813.

18.0 REMARKS

CATEX 19 provided that: (1) Due to changing environmental conditions and/or regulations, the assigned Categorical Exclusion for this proposed action will expire 5 years from the date that this AF Form 813 was signed. If proposed action is not implemented within 5 years, a new AF Form 813 must be submitted.

(2) An EBS or Waiver may be required. During the existence of the applicable real estate instrument, if personnel from Eglin Environmental Branch observe evidence that the lessee has acted outside its legally described limits and/or adversely affected the environment the lessee will be held responsible to implement any corrective actions as determined by Eglin Environmental Branch. These corrective actions are in addition to any punitive actions also required by regulators.

(3) No comments or concerns for re-issuing instrument for area described. However, any new construction or ground disturbing activity therein will require grantee to submit new 813(s). POC: Rodney Felix, 96 CEG/CEIEA, 883-1153.

(4) There are no cultural resources concerns with this project as currently described. If project plans change in any way, contact the Eglin AFB Cultural Resources Office. If unexpected discoveries such as Native American graves or lost historic cemeteries are encountered, guidelines set forth in Chapter 872, Florida Statute (Florida's Unmarked Burial Law) must be followed. If human remains or archaeological materials are encountered during construction, work is to cease immediately, and the area secured. Contact the Eglin AFB Cultural Resources Office within 24 hours: Catherine Nolan, catherine.nolan.3@us.af.mil, Jessica Conrad, jessica.conrad.7@us.af.mil, or Alex DeCaro, alexander.decaro@us.af.mil. Ensure that our office is informed when the project is completed.

(5) All hazardous materials to be used, including those used by contract activities, must be approved, documented, and tracked in the installation hazardous materials management program. Hazardous materials include paints, solvents, sealants, adhesives, refrigerants, etc. Reference AFMAN 32-7002. POC: Mr. Kenneth Powell, 96 CEG/CEIEC, kenneth.powell.9@us.af.mil, 882-5929.

(6) There must not be any debris/waste left onsite. It must be contained and removed to a secure, permitted disposal site or transported for approved recycling/reuse. Monitor site and remove waste/debris. POC: Ms. Ailie Csaszar, 96 CEG/CEIEC, ailie.csaszar.1@us.af.mil, 882-7663.

AGENDA ITEM

Agenda Item 11.4.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: November 3, 2025

SUBJECT: Resolution 25-20: Approval of Permitting, Licensing, Code Enforcement, and Citizen Request Software Agreement

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BACKGROUND:
In March, staff contacted Tyler Technologies to implement the permitting and business licensing module. At that time, we were notified of a significant cost increase, which made the module prohibitively expensive. Tyler Technologies offered another product as a substitute. However, the staff explained the procurement would need to be re-evaluated and proposals would be solicited for the Community Development module.

DISCUSSION:
Proposals and product demonstrations were received from the following vendors: CivicPlus, GovWell, OpenGov, and Tyler Technologies. Staff evaluated the proposals based on the following key criteria:

- Customer and User Experience
- Mobile Application
- Permitting Module
- Code Compliance Module
- Business Licensing Module
- ERP Integration (specifically with Tyler Technologies Finance)
- Website Integration
- Implementation Cost
- Annual Licensing Cost

Note: The proposal from Tyler Technologies was not scored due to existing concerns regarding the previous implementation process.

All vendors presented solid products. GovWell achieved the highest overall score, primarily distinguished by its intuitive interface for both residents and staff; built-in electronic plan review; and online technical support for applicants. The only limitation identified in GovWell's current offering is the absence of a dedicated mobile application. However, the vendor confirmed that a mobile application is currently in development and will be included with the service upon its release.

Staff reviewed the GovWell client list and conducted reference checks. All came back positive and are attached.

FINANCIAL IMPACT:
The GovWell proposal is $9,000 for implementation and $22,000 for annual licensing, which is lower than the current vendor's and within budget.

RECOMMENDATION:
Motion to select GovWell and adopt Resolution 25-20 approving the agreement with GovWell, which includes an implementation cost of $9,000 and an annual licensing fee of $22,000.

ATTACHMENT(S):
1. Community Development Software Evaluation
2. Resolution 25-20
3. Exhibit A - GovWell Agreement
4. GovWell Proposal - Mary Esther, FL
5. GovWell Reference - Collinsville, Oklahoma
6. GovWell Reference - Fulshear, Texas
7. GovWell Reference - Decatur, TX

Community Development Software Evaluation				
Criteria	**Weight (%)**	**GovWell**	**CivicPlus**	**OpenGov**
Customer & User Experience	20	4.33	3.33	3.00
Mobile Application	10	2.67	3.00	2.00
Permitting	10	4.67	3.00	3.00
Code Compliance	10	4.33	3.33	3.33
Business Licensing	10	3.67	3.33	3.33
ERP Integration	10	3.00	3.00	3.00
Website Integration	10	3.33	3.67	3.00
Implementation Cost	10	5.00	2.21	1.10
Annual Licensing Cost	10	4.20	5.00	3.94
Weighted Total (1–5)		3.95	3.32	2.87
Weighted Score (%)		79.06	66.42	57.42

Scoring Guidance (enter 1–5 on evaluator tabs; averages appear above)

5 – Exceptional	Exceeds all core requirements; significant added value; innovative features; excellent usability; minimal risk; outstanding support.
4 – Strong	Meets all core requirements plus some extras; good usability/integration; low risk.
3 – Adequate	Meets core requirements; limited added value; moderate risk or minor concerns.
2 – Weak	Partially meets requirements; notable gaps; higher risk due to missing features or integration challenges.
1 – Poor	Fails to meet core requirements; significant risk and deficiencies.

RESOLUTION NO. 25-20

A RESOLUTION OF THE CITY OF MARY ESTHER, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH GOVWELL FOR CLOUD-BASED COMMUNITY DEVELOPMENT SOFTWARE AS A SERVICE (SAAS)

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 GovWell for cloud-based Community Development Software as a Service 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 3rd day of November 2025.

CITY OF MARY ESTHER

By: _____
Chris Stein, Mayor

ATTEST:

_____
Dillon Morris, City Clerk

GovWell Order Form - Mary Esther, FL

This Order Form, dated as of the Effective Date, is entered into by and between GovWell Technologies Inc. ("**GovWell**") and the customer identified below ("**Customer**"), and is subject to the Terms of Service (as defined below), which are incorporated by reference herein.

Customer: City of Mary Esther, FL	**Effective Date:**
Customer Contact: Jared Cobb	**Contact Email:** jcobb@cityofmaryesther.com
Contact Phone: 850-243-3566	**Billing Contact:**
Billing Email:	**Billing Phone:**

1. SOFTWARE MODULES AND SERVICES.

The table below outlines the GovWell software modules and services included in Customer's purchase:

Software Module	Description	Annual Subscription Fee	Deployment Services Fees	Data Migration Services	Data Migration Fees
Building Permits & Inspections	Manage building permits, inspections, and plan review. Includes online portal for improving access and transparency to the public.	$13,000	$5,200	Data + Files	$3,400
Code Enforcement	Online citizen complaints + code enforcement case management.	$7,000	$2,800	Data + Files	$3,150
Business Licenses	Manage business license applications and renewals.	$5,000	$1,000	Data + Files	$2,600
Citizen's Request	Manage citizen requests with configured Citizen's Request module.	$3,000	$1,000	Data + Files	$1,850
CEO Discount	GovWell CEO grants 25% discount on annual fees & 100% discount on data migration.	-$7,000	-$1,000	–	-$11,000
TOTALS		**$21,000**	**$9,000**		**$0**

2. SCOPE OF WORK.

By signing this Order Form, the Customer agrees to the Scope of Work ("SOW") attached as Exhibit A. The SOW outlines the specific services GovWell will provide, as well as the responsibilities of the Customer with respect to Deployment Services, Data Migration Services, Continuous Deployment Services, and Product Support. The Customer acknowledges that GovWell's obligations are limited to the hours and scope defined in the table below. Any services requested beyond these limits may incur additional fees, as described in the SOW.

Item	Quantity / Scope
Deployment Services	36 hours
Data Migration Services	28 hours
Staff Training	Five (5) 60-minute sessions conducted via Zoom

Continuous Deployment Services	20 hours / year
Product Support	Included for free.

3. INITIAL TERM

One (1) years, beginning on the Effective Date.

4. MOBILE APPLICATION DEVELOPMENT

GovWell agrees to develop and provide a mobile application for use in connection with the Services at a commercially reasonable pace, consistent with industry standards. The mobile application will be made available to Customer at no additional cost and will be included as part of the Services under this Agreement.

5. DATA CUSTOMERSHIP & RIGHTS

All data, records, and information entered into or generated through the use of the GovWell platform ("Customer Data") shall remain the sole and exclusive property of the Customer. GovWell shall have no Customership interest in Customer Data. Customer shall have the right to access, export, and retain Customer Data at any time during the term of this Agreement.

6. SUMMARY OF FEES AND TERMS

Item	**Description**
Deployment & Data Migration Services Fees (one-time)	$9,000
Annual Subscription Fees	$21,000
Total Year 1 Cost	$30,000
Initial Term Invoice Schedule	Annual, invoiced on signing. Invoice schedule: ● $30,000, invoiced 30 days after Effective Date
Renewal Procedure	Contract does not automatically renew.

7. TERMS OF SERVICE.

The parties expressly acknowledge and agree that this Order Form, any appendices attached, and any amendments hereto signed by the parties, is subject to and conditioned upon Customer's agreement to the Terms of Service attached and incorporated to this Order Form as Exhibits 1 and 2 (the "**Terms of Service**"). By signing below, Customer expressly acknowledges and agrees that it has reviewed the Terms of Service and agrees to be bound thereby. In the event of any inconsistency or conflict between the terms of this Order Form and the Terms of Service, the terms of this Order Form shall take precedence and govern solely with respect to the specific services, fees, and terms outlined herein, unless otherwise stated in the Terms of Service. All other provisions of the Terms of Service shall remain in full force and effect. Customer further acknowledges and agrees that by signing below, the person signing this Order Form has the authority to execute this Order Form on behalf of Customer. This Order Form may not be amended or modified, except in a writing signed by both Customer and GovWell.

AGREED AND ACCEPTED on behalf of the parties by their duly authorized representatives as of the Order Form Effective Date.

CUSTOMER:	**GovWell TECHNOLOGIES INC.:**
By (Signature):	**By (Signature):**
Name (Printed):	**Name (Printed):**
Title:	**Title:**
Date signed:	**Date signed:**

Exhibit A: Scope of Work
Deployment Services, Data Migration Services, & Ongoing Support

This Scope of Work ("SOW") outlines the services to be provided by GovWell in connection with the implementation of its software platform for the Customer, as well as the ongoing support and maintenance services that follow. It also defines the responsibilities of both the Customer and GovWell to ensure a smooth and effective onboarding experience and continued successful use of the platform. This SOW is incorporated into and governed by the terms of the applicable Order Form.

---

1. Deployment Services

GovWell and the Customer will collaborate to deploy the GovWell software platform for the Customer's use. A dedicated GovWell Deployment Strategist will be assigned to the Customer to coordinate the deployment process and manage the activities necessary to ensure successful go-live of the platform (the "Deployment Services").

1.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully deploy the GovWell platform.

- **Regular meetings with GovWell Deployment Strategist.** Mutual consultations between Customer and the GovWell Deployment Strategist will be conducted via Zoom to define and document Customer's goals, timelines, and workflows; demonstrate deployment progress; and gather and incorporate Customer feedback throughout the deployment process.

- **System configuration.** GovWell will configure the software to reasonably align with the Customer's expressed needs, including setup of the online portal, relevant modules, workflows, forms, document templates, fee structures, inspection settings, user roles and permissions, and other applicable system components. While every effort will be made to reflect the Customer's requirements, configurations will be based on a commercially reasonable interpretation of those needs within the capabilities of the platform.

- **Staff training.** GovWell to conduct virtual training sessions for Customer staff via Zoom. Training sessions are limited to the quantity and duration specified in the Order Form. GovWell will also provide a library of digital training materials and guides, including video demonstrations of key functionality.

- **Integration with Geographic Information System (GIS).** GovWell will reach out to the Customer's designated GIS contact to initiate integration efforts. The Customer is responsible for providing accurate contact information, facilitating introductions, and ensuring their GIS team provides all necessary data in a timely manner. GovWell's ability to integrate is directly dependent on the completeness and responsiveness of the information shared by the Customer's GIS team. Timely access and communication are essential to ensure a smooth integration.

- **Configuration of online payment processing through GovWell.** The Customer is responsible for completing all onboarding forms required by GovWell's integrated payment processor, Finix. GovWell does not support the use of alternative payment processors.

1.2 Timeline

GovWell is committed to bringing the Customer live as quickly as possible and will make commercially reasonable efforts to do so. While the deployment timeline will be discussed and generally targeted during the deployment kickoff meeting, the inherently variable nature of deployment processes means that no specific timeline is guaranteed. GovWell is not responsible for delays resulting from incomplete or inaccurate inputs, delayed responses, or changes in the availability of key Customer personnel, including due to vacations, leave, or other time off.

1.3 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is necessary to achieve a smooth and effective deployment. Customer responsibilities include, but are not limited to:

- Assign a primary point of contact for each software module to coordinate deployment activities.
- Participate in scheduled virtual meetings with the GovWell Deployment Strategist.
- Submit all requested information and materials in the required formats and within specified timeframes.
- Review and test configurations, provide feedback and approvals to GovWell promptly.
- Complete all onboarding forms required by GovWell's integrated payment processor, Finix (GovWell does not support alternative payment processors).
- Facilitate an introduction to a point of contact responsible for GIS.

1.4 Exclusions & Terms

- Deployment Services do not include custom application development or third-party integrations (other than the ones specified in Section 1.1 (Scope).
- Additional Deployment Services beyond the initial scope may be subject to additional fees specified in section 4 of this SOW.

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2. Data Migration Services

GovWell and the Customer will collaborate to migrate the Customer's data into the GovWell software platform for the modules specified in the Order Form. A dedicated GovWell Data Expert will be assigned to coordinate the data migration process and manage the activities necessary to prepare the Customer's data for use within the platform (the "Data Migration Services").

2.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully migrate data into GovWell.

- Review and consultation with a GovWell Data Expert to determine project goals, which legacy data is relevant for migration, and appropriate mappings from into GovWell database model.
- Preparation of a written data migration plan for Customer approval.

- One-time import of structured tabular data into GovWell.

2.2 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is required to achieve a smooth and effective data migration. Customer responsibilities include, but are not limited to:

- **Primary point of contact.** Assign a primary point of contact to coordinate data migration activities in collaboration with GovWell representatives.

- **Data extraction and transfer.** Customer will extract or export source data from legacy systems and transfer to GovWell in structured file formats (e.g., CSV, Excel). GovWell requires two main exports: one export for analysis and planning, and a final export immediately prior to migration. If files are included in the Order Form, Customer will extract and transfer files and attachments to GovWell via SSH File Transfer Protocol or Secure File Transfer Protocol (SFTP). If Customer cannot export source data independently, Customer will be solely responsible for coordinating with their current software vendor to obtain the necessary data.

- **Meeting participation**. Participate in scheduled virtual meetings with a GovWell Data Expert to consult on project goals, answer questions, and facilitate the mapping of source data to the GovWell data model.

- **Migration Plan Approval.** The Customer is responsible for carefully reviewing the written data migration plan and must digitally approve it prior to execution. By approving the plan, the Customer acknowledges that the accuracy, completeness, and alignment of the migration with their expectations are their sole responsibility. GovWell is not liable for any errors, omissions, or outcomes resulting from decisions made or information provided by the Customer. In the event of adverse consequences arising from the approved plan, GovWell will make commercially reasonable efforts to remediate the issue; however, additional costs may apply.

- **Complete migration tasks.** GovWell will make reasonable efforts to place migrated records in the appropriate steps within workflows and minimize the work required by Customer. However, limitations in the source data—such as missing or incompatible information—may prevent certain records from being automatically mapped into the current workflows. In these cases, Customers may be responsible for manually moving records to the correct workflow steps, validating data accuracy, and relocating attachments as needed.

2.3 Exclusions & Terms

In connection with GovWell's standard data migration services, the following are not in scope:

- Verification of source data accuracy, completeness, or quality.

- Data cleaning or validation of source data (e.g., spelling corrections, field splitting, schema mismatch resolution).

- Digitization of physical documents.

- Transforming scanned or handwritten documents into structured data.

- Imports of data that lack sufficient detail to generate a complete and usable entity in GovWell, such as a permit without a permit number or an inspection without a date of completion.

- Training sessions for Customer residents or the public.
- Additional Deployment Services beyond the scope may be subject to additional fees specified in section 4 of this SOW.

2.4 Timelines

GovWell is committed to making the data migration process as smooth and efficient as possible and will make commercially reasonable efforts to support Customer throughout. While timelines will be established and generally targeted during the deployment kickoff meeting, the complexity and variability of data migration means that no specific timeline or outcome can be guaranteed. GovWell is not responsible for delays or limitations resulting from incomplete, inconsistent, or improperly formatted source data, lack of access to required systems, or delays in Customer responses or availability—including due to vacations, leave, or other time off taken by key Customer personnel. This also includes situations where third-party vendors fail to provide data in a timely manner or where the Customer provides critical data, such as large files or datasets, at the last minute (e.g., under 5 days before the scheduled migration). Such circumstances can impact the migration timeline and overall project success, and any resulting delays or additional costs will not be the responsibility of GovWell.

To maintain the integrity and accuracy of the data migration, all configuration changes must be completed prior to the migration process. Because many configuration changes commonly occur after go-live as the platform is fine-tuned to meet the Customer's needs (e.g. modifying the process for a Solar Panel permit or adding required inspections for an Electrical permit), GovWell schedules data migration to take place only after the platform has gone live with the finalized configuration. Performing data migration before finalizing these changes risks data inconsistencies and errors, which can lead to significant additional work and may result in additional fees. This approach helps ensure a clean, reliable migration and a stable platform for ongoing use.

There will be a minimum of five (5) business days between GovWell's receipt of final data and the point at which that data will be accessible and usable within the GovWell system.

Longer timeframes may result from:

- Incomplete or incorrect file formatting.
- Customer-requested changes to migration plan or platform configuration.
- Transfer issues or SFTP protocol delays.

2.5 Limitations

Customer acknowledges that GovWell is not responsible for the quality, completeness, or accuracy of the source data provided for migration. The quality of the source data can directly impact the quality of the data as it appears and functions within the GovWell platform. Data migrations are inherently imperfect, and not all data or structures from legacy systems can be mapped precisely to the new environment. While GovWell will make commercially reasonable efforts to ensure a successful and functional migration, some migrated records may not process as expected. This may include data appearing differently than in the original system, missing or partially mapped fields, or workflows and automations not functioning as intended.

2.6 Post-Migration Support and Customer Responsibilities

Customer is responsible for carefully reviewing the migration plan to ensure it aligns with their expectations and digitally signing prior to execution. Any data not listed in the migration plan will not be migrated by GovWell. Following the completion of the data migration, GovWell is committed to supporting Customer in addressing issues that may arise, including assisting with reasonable data adjustments if certain records did not migrate as intended.

GovWell will make good faith efforts to resolve issues resulting from errors or discrepancies within the scope of the approved plan. Any post-migration adjustments must be scheduled in advance and are subject to GovWell's availability. Significant or time-intensive requests may incur additional charges, as outlined in section 4 of the SOW.

2.7 Service Hours

Data migration service hours are limited to the number of hours specified in the applicable Order Form. These hours cover all activities related to the data migration process, including planning, execution, validation, issue resolution, and consultations. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in section 4 of this SOW.

2.8 Data Security

- If data that Customer intends to migrate contains Sensitive Personally Identifiable Information (SPII), Customer must notify GovWell in advance of sharing the data. SPII includes, but is not limited to, Social Security Numbers, Federal Tax Identification Numbers, Employer Identification Numbers, and other sensitive personal or organizational identifiers,
- All SPII must be transferred via GovWell's secure SFTP channel.
- GovWell is not responsible for data exposure resulting from insecure transmission methods (e.g., email).

3. Continuous Deployment & Product Support Services

GovWell will collaborate with the Customer to provide ongoing support and ensure the GovWell software platform continues to meet Customer's needs following deployment. A new GovWell Deployment Strategist will be assigned after go-live to coordinate support activities and manage the services necessary to ensure the continued successful use and optimization of the platform. In addition to this service, GovWell also offers regular product support channels to address general inquiries, technical issues, and troubleshooting needs.

3.1 Overview

Following the initial deployment, GovWell will provide ongoing support to help the Customer maintain effective use of the platform. This includes two types of services: (1) Continuous Deployment Services: for configuration changes, training, and strategic guidance, and (2) Product Support: for general inquiries, technical support and issue resolution. GovWell may adjust the nature and frequency of these support activities over time based on the Customer's usage of the platform and evolving needs.

3.2 Scope

Requests involving configuration changes, consultations, or training sessions may count against the Customer's allotted Continuous Deployment Services hours as outlined in the Order Form. Technical support inquiries—such as those related to login issues, bug reports, or basic troubleshooting—are not counted against service hours and are addressed through GovWell's regular support channels.

All major service requests submitted through any channel—regardless of whether routed through Deployment Strategists or general support—will be assessed for inclusion in Deployment Services hours. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in Section 4 of this SOW. GovWell will notify Customer in advance of reaching their service hour limit.

The following activities are included in Continuous Deployment Services:

- Configuration changes: Any updates to settings, record types, workflows, fields, templates, etc.
- Consultations: Strategic guidance, best practices, and process mapping.
- Training sessions: Live or recorded training for new staff, refresher sessions, or training on specific modules or features.
- Other service-related tasks: Any request that requires a GovWell team member to perform work beyond a basic fix or answer—for example, correcting misentered data, adjusting a process flow, or preparing a custom report.

The following are not included in Continuous Deployment Services, and are covered by Product Support:

- Bug reports and resolution.
- Login/access issues.
- Basic troubleshooting and how-to questions (e.g., "How do I export a report?").

4. Out-of-Scope Services & Hourly Rates

GovWell is committed to delivering successful Deployment, Data Migration, Continuous Deployment, and Product Support services within the scope and hours outlined in the Order Form. GovWell understands that needs may evolve and additional work may sometimes be necessary to ensure a smooth experience. If the required effort exceeds the included hours or scope, GovWell will communicate with the Customer before proceeding. Any work beyond the agreed scope will only move forward with mutual consent and may be billed at GovWell's standard rates as a last resort.

- Deployment Services: $150 per hour
- Data Migration Services: $200 per hour
- Continuous Deployment Services: $150 per hour

EXHIBIT 1

GovWell TECHNOLOGIES INC. - TERMS OF SERVICE

Last Updated June 21, 2023

Please read these Terms of Service, which include the attached and incorporated Exhibit 2 Public Entity Terms (collectively, these "Terms") carefully. These Terms govern GovWell's provision of software and services, and Customer's (as defined below) use thereof, as set forth in an Order Form (as defined below) executed between GovWell Technologies, Inc. ("GovWell" or "we") and Customer. As between Exhibit 1 Terms of Service and Exhibit 2 Public Entity Terms, Exhibit 2 governs in the event of any difference or conflict between the two exhibits.

TOGETHER, THESE TERMS AND ANY ORDER FORM(S) CONSTITUTE THE "AGREEMENT." THE AGREEMENT IS EFFECTIVE AS OF THE ORDER FORM EFFECTIVE DATE (AS DEFINED AND SET FORTH IN THE INITIAL ORDER FORM).

CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE ORDER FORM. BY EXECUTING AN ORDER FORM THAT INCORPORATES THESE TERMS BY REFERENCE AND/OR OTHERWISE USING THE SERVICES, THE INDIVIDUAL OR ENTITY OBTAINING THE RIGHT TO ACCESS SUCH SERVICES ("CUSTOMER" or "YOU") IS AGREEING TO BE BOUND BY AND IS A PARTY TO THIS AGREEMENT. IF THE INDIVIDUAL SIGNING THE ORDER FORM FOR CUSTOMER IS SIGNING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

CERTAIN ASPECTS OF THE SERVICES ARE PROVIDED WITH OR OTHERWISE COMPATIBLE WITH CERTAIN SERVICES OWNED OR CONTROLLED BY THIRD PARTIES. YOUR USE OF THOSE THIRD-PARTY SERVICES WILL BE GOVERNED BY THOSE LICENSES, AND NOT THIS AGREEMENT.

YOU MAY NOT ACCESS THE SERVICES IF YOU ARE A DIRECT COMPETITOR OF GovWell, EXCEPT WITH GovWell'S PRIOR WRITTEN CONSENT. IN ADDITION, YOU MAY NOT ACCESS THE SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

1. DEFINITIONS. Capitalized terms will have the meanings set forth in this section, or in the section where they are first used. "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any Authorized Users to access the GovWell Solution. "Applicable Data Protection Laws" means any applicable US state laws, regulations, orders, or judgments issued by a governmental authority that govern the privacy, security, confidentiality, protection, Processing or transfer of Personal Data. "Authorized User" means each of Customer's employees, agents, and independent contractors who are authorized to access the GovWell Solution pursuant to Customer's rights under this Agreement. "Customer Content" means any content and information provided or submitted by, or on behalf of, Customer or its Authorized Users for use with the Services. "Documentation" means the technical materials provided by GovWell to Customer, if any, in hard copy or electronic form describing the use and operation of the GovWell Solution. "GovWell Solution" means the software-as-a-service application identified in any Order Form that allows Authorized Users to access certain features and functions through a web interface or mobile application. "Intellectual Property Rights" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial

property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world. “Licensed Material” means results, reports, materials and documentation made available to Customer as part of the Services. “Order Form” means an order form that is signed by both parties and references this Agreement. “Personal Data” means any Customer Content, whether in electronic or paper-based form that constitutes “personal data,” “personal information,” or “personally identifiable information” or similar information governed by Applicable Data Protection Laws. For clarity, Personal Data does not include information pertaining to Customer’s business contacts and/or representatives who are Customer personnel where GovWell has determined what information to collect and for what purposes. “Processing” (including “Process”, “Processes”, “Processed”, and other variants of the term) means any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, such as collection, collation, recording, organization, storage, adaptation or alteration, retrieval, consultation, analysis, interpretation, compilation, aggregation, use, disclosure by transmission, dissemination, viewing, copying, deleting, or otherwise making available, alignment or combination, blocking or erasure, or destruction. “Professional Services” means professional services provided by GovWell to Customer as described in any Order Form (as may be further elaborated in any SOW), including services relating to the GovWell Solution and support, implementation, training, and on-boarding thereof. “Services” means any services provided by GovWell to Customer under this Agreement as set forth in an Order Form, including, but not limited to, provision of the GovWell Solution and Professional Services.

2. PROVISION OF SERVICES.

2.1 Access. Subject to Customer’s payment of the fees set forth in the Order Form (“Fees”), GovWell will provide Customer with access to the GovWell Solution via a web browser. On or as soon as reasonably practicable after the Commencement Date, GovWell will provide to Customer the necessary passwords, security protocols and policies and network links or connections and Access Protocols to allow Customer and its Authorized Users to access the GovWell Solution in accordance with the Access Protocols; provided that nothing herein will be construed to require GovWell to provide, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer or any Authorized User to access the GovWell Solution from the Internet.

2.2 Support Services. Subject to the terms and conditions of this Agreement, GovWell will exercise commercially reasonable efforts to (a) provide support for the use of the GovWell Solution to Customer, and (b) keep the GovWell Solution operational and available to Customer, in each case in accordance with its then-current standard policies and procedures.

3. INTELLECTUAL PROPERTY.

3.1 License Grant. Subject to the terms and conditions of this Agreement, GovWell grants to Customer a non-exclusive, non-transferable (except as permitted under Section 13.5 (No Assignment)) license during the Term (as defined below), solely for Customer’s internal business purposes and in accordance with the limitations (if any) set forth in the Order Form, (a) to access and use the GovWell Solution and in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer’s use of the GovWell Solution. Customer may permit any Authorized Users to access and use the features and functions of the GovWell Solution as contemplated by this Agreement; provided Customer will be solely responsible for all acts or omissions of its Authorized Users with respect to the use of the GovWell Solution.

3.2 Restrictions. Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the GovWell Solution, Licensed Material or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the GovWell Solution, Licensed Material or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the GovWell Solution or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the GovWell Solution, except as permitted by law; (e) interfere in any manner with the operation of the GovWell Solution or the hardware and network used to operate the GovWell Solution; (f) modify, copy or make derivative works based on any part of the GovWell Solution or Documentation; (g) access or use the GovWell Solution to build a similar or competitive product or service; (h) attempt to access the GovWell Solution through any unapproved interface; or (i) otherwise use the GovWell Solution, Licensed Material, or Documentation in any manner that exceeds the scope of use permitted under Section 3 (License Grant) or in a manner inconsistent with applicable law (including, without limitation, Applicable Data Protection Laws), the Documentation, or this Agreement. Customer will not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of GovWell or its licensors on the Licensed Material or any copies thereof.

3.3 Customership. The GovWell Solution, Licensed Materials and Documentation, and all enhancements and improvements thereto, and worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of GovWell and its suppliers. All rights in and to the GovWell Solution and Documentation not expressly granted to Customer in this Agreement are reserved by GovWell and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the GovWell Solution, Documentation, or any part thereof.

3.4 License to Licensed Material. Subject to the terms and conditions of this Agreement, GovWell grants Customer a perpetual, royalty-free, fully-paid, nonexclusive, non-transferable (except as permitted under Section 13.5 (No Assignment)), non-sublicensable license to use the Licensed Material solely for Customer's internal business purposes.

3.5 Open Source Software. Certain items of software may be provided to Customer with the GovWell Solution and are subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.3 (Customership) or 11 (Indemnification). Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, GovWell makes such Open Source Software, and GovWell's modifications to that Open Source Software, available by written request at the notice address specified below.

3.6 Feedback. Customer hereby grants to GovWell a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Services. GovWell will not identify Customer as the source of any such feedback.

4. FEES AND EXPENSES; PAYMENTS.

4.1 Fees. In consideration for the access rights granted to Customer and the Services performed by GovWell under this Agreement, Customer will pay to GovWell the Fees. Except as otherwise provided in the Order Form, all Fees are billed monthly and due and payable within thirty (30) days

of the date of the invoice. GovWell reserves the right to modify the Fees payable hereunder upon written notice to Customer at least forty-five (45) days prior to the end of the then-current term. GovWell will be reimbursed only for expenses that are expressly provided for in an Order Form or SOW or that have been approved in advance in writing by Customer, provided GovWell has furnished such documentation for authorized expenses as Customer may reasonably request. GovWell reserves the right (in addition to any other rights or remedies GovWell may have) to discontinue the GovWell Solution and suspend all Authorized Users' and Customer's access to the Services if any Fees are more than thirty (30) days overdue until such amounts are paid in full. Customer will maintain complete, accurate and up-to-date Customer billing and contact information at all times. Except as provided in an Order Form, fees are not refundable.

4.2 Payment Processing. From time to time GovWell may use certain third parties to provide payment services (e.g., card acceptance, merchant settlement and related services) ("Payment Processors"). By selecting certain billing and/or payments features, Customer agrees to comply with the terms and conditions and policies of the Payment Processors used by GovWell, and hereby consents and authorizes GovWell to share any information and payment instructions provided herein with Payment Processors to the minimum extent required to complete Customer's transactions hereunder.

4.3 Taxes. The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on GovWell's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the provision of the Services, or the license of the GovWell Solution to Customer. Customer will make all payments of Fees to GovWell free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to GovWell will be Customer's sole responsibility, and Customer will provide GovWell with official receipts issued by the appropriate taxing authority, or such other evidence as the GovWell may reasonably request, to establish that such taxes have been paid. 4.4 Interest. Any amounts not paid when due will bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid.

5. CUSTOMER CONTENT AND RESPONSIBILITIES.

5.1 License; Customership. Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Customer Content. Customer will obtain all third party licenses, consents and permissions needed for GovWell to collect, access, use, and otherwise Process the Customer Content to provide the Services. Without limiting the foregoing, Customer will be solely responsible for providing all notices to, and obtaining from, third parties, including, without limitations its customers, all necessary rights and consents for GovWell to use the Customer Content for the purposes set forth in this Agreement (including, without limitation, all notices and consents required under Applicable Data Protection Laws). Customer grants GovWell a non-exclusive, worldwide, royalty-free and fully paid license during the Term (a) to use the Customer Content as necessary for purposes of providing and improving the Services, (b) to use the Customer trademarks, service marks, and logos as required to provide the Services, or in promotional materials marketing websites and the like, and (c) derive aggregated, de-identified and/or anonymized data from Customer Content ("Derived Data"). GovWell will be the sole Customer of all such Derived Data and will have the right to use such Derived Data for any lawful business purpose. The Customer Content, and all worldwide Intellectual Property Rights in it, is the exclusive property of Customer. All rights in and to the Customer Content not expressly granted to GovWell in this Agreement are reserved by Customer.

5.2 Customer Warranty. Customer represents and warrants that any Customer Content will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious

computer programming codes intended to damage GovWell's system or data; and (e) otherwise violate the rights of a third party. GovWell is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer agrees that any use of the GovWell Solution contrary to or in violation of the representations and warranties of Customer in this Section 5.2 Customer Warranty) constitutes unauthorized and improper use of the GovWell Solution.

5.3 Customer Responsibility for Data and Security. Customer and its Authorized Users will have access to the Customer Content and will be responsible for all changes to and/or deletions of Customer Content and the security of all passwords and other Access Protocols required in order the access the GovWell Solution. Customer will have the ability to export its own Customer Content out of the GovWell Solution and is encouraged to make its own back-ups of the Customer Content. Customer will have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content.

5.4 Customer Responsibility for Operating its Own Business. Customer acknowledges that it, and not GovWell, is responsible for operating Customer's own business, including with respect to obtaining all licenses, permits and other governmental registrations to enable its use of the Services. The GovWell Solution is not intended to be used as advice as to whether to engage in any particular transaction.

6. PROFESSIONAL SERVICES. Where the parties have agreed to GovWell's provision of Professional Services, the details of such Professional Services will be set out in an Order Form or a mutually executed statement of work ("SOW"). The Order Form or SOW, as applicable, will include: (a) a description of the Professional Services; (b) the schedule for the performance of the Professional Services; and (c) the Fees applicable for the performance of the Professional Services. Each Order Form or SOW, as applicable, will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of an Order Form or SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern, except to the extent that the Order Form or SOW, as applicable, expressly states that it supersedes specific language in the Agreement.

7. DATA SECURITY; PRIVACY.

   7.1 Data Security. During the Term, GovWell will maintain commercially reasonable safeguards and procedures designed to prevent the unauthorized use or disclosure of Personal Data ("Data Safeguards"). During the Term, GovWell will maintain commercially reasonable physical, administrative and technical security measures designed to maintain the availability, integrity and confidentiality of Personal Data.

   7.2 Privacy. Without limiting Customer's obligations under Sections 2 (Provision of Services), and 2.1 (Intellectual Property), each party shall comply with all Applicable Data Protection Laws in the performance of their respective obligations under this Agreement with respect to the Processing of Personal Data. The sale, retention, use or disclosure of Personal Data shall be governed by this Agreement and, as applicable, GovWell's Privacy Policy, as in effect from time to time.

   7.3 Additional Agreements. To the extent that GovWell or Customer reasonably determine that Applicable Data Protection Laws require the parties to execute any additional agreements governing Personal Data, the parties agree to negotiate in good faith with respect to such additional agreements.

8. DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, LICENSED MATERIAL AND DOCUMENTATION ARE PROVIDED "AS IS," WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES RESIDES WITH CUSTOMER. GovWell EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER

EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT, SYSTEM INTEGRATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND DATA ACCURACY. GovWell DOES NOT WARRANT THAT OPERATION OF THE GovWell SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE.

9. LIMITATION OF LIABILITY

9.1 Types of Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9.2 Amount of Damages. THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO GovWell DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL GovWell'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

9.3 Basis of the Bargain. The parties agree that the limitations of liability set forth in this Section 9 (Limitation of Liability) will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

10. CONFIDENTIALITY.

10.1 Confidential Information. "Confidential Information" means any nonpublic information of a party (the "Disclosing Party"), whether disclosed orally or in written or digital media, that is identified as "confidential" or with a similar legend at the time of such disclosure or that the receiving party (the "Receiving Party") knows or should have known is the confidential or proprietary information of the Disclosing Party. The Services, Documentation, and all enhancements and improvements thereto will be considered Confidential Information of GovWell.

10.2 Protection of Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Customer) or to those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to GovWell). In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this

Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence.

10.3 Exceptions. The confidentiality obligations set forth in Section 10.2 (Protection of Confidential Information) will not apply to any information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

11. INDEMNIFICATION.

11.1 By GovWell. GovWell will defend at its expense any suit brought against Customer, and will pay any settlement GovWell makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the GovWell Solution infringes such third party's patents, copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America. If any portion of the GovWell Solution becomes, or in the opinion of GovWell is likely to become, the subject of a claim of infringement, GovWell may, at the option of GovWell: (a) procure for Customer the right to continue using the GovWell Solution; (b) replace the GovWell Solution with non-infringing software or services which do not materially impair the functionality of the GovWell Solution; (c) modify the GovWell Solution so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the GovWell Solution and Documentation. Notwithstanding the foregoing, GovWell will have no obligation under this section or otherwise with respect to any infringement claim based upon (i) any use of the GovWell Solution not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the GovWell Solution in combination with other products, equipment, software or data not supplied by GovWell; or (iii) any modification of the GovWell Solution by any person other than GovWell or its authorized agents (collectively, the "Exclusions" and each, an "Exclusion"). This section states the sole and exclusive remedy of Customer and the entire liability of GovWell, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

11.2 By Customer. Customer will defend at its expense any suit brought against GovWell, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to (a) an Exclusion, (b) Customer's breach or alleged breach of Sections 5.2 (Customer Warranty) or 14.6 (Compliance with Law); or (c) claims for bodily injury or damage to physical property, to the extent (i) alleged to be caused by Customer's or any other party's use of the GovWell Solution; or (ii) caused by the acts or omissions of Customer, its employees, officers or agents. This section states the sole and exclusive remedy of GovWell and the entire liability of Customer, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for the claims and actions described herein.

11.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party will have sole control of

the defense or settlement of any claim or suit; and (c) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

12. TERM AND TERMINATION.

12.1 Term. This Agreement will begin on the Order Form Effective Date and continue in full force and effect as long as any Order Form remains in effect, unless earlier terminated in accordance with this Agreement (the "Term"). Unless otherwise stated in the applicable Order Form, the term of an Order Form will begin on the Commencement Date set forth in the Order Form and continue in full force and effect for one (1) year, unless earlier terminated in accordance with this Agreement. Thereafter, the parties may renew the Order Form in writing signed by both parties.

12.2 Termination for Breach. Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

12.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all licenses granted hereunder will immediately terminate; (b) promptly after the effective date of termination or expiration, each party will comply with the obligations to return all Confidential Information of the other party, as set forth in Section 10 (Confidentiality); and (c) any amounts owed to GovWell under this Agreement will become immediately due and payable. Sections 1 (Definitions), 3.2 (Restrictions), 3.3 (Customership), 3.5 (Open Source Software), 4 (Fees and Expenses; Payments), 8 (Disclaimer), 9 (Limitation of Liability), 10 (Confidentiality), 11 (Indemnification), 12.2 (Termination for Breach), 12.3 (Effect of Termination), and 13 (Miscellaneous) will survive expiration or termination of this Agreement for any reason.

12.4 Data Extraction. For twenty (20) days after the end of the Term, as applicable, GovWell will make Customer Content available to Customer through the GovWell Solution on a limited basis solely for purposes of Customer retrieving Customer Content, unless GovWell is instructed by Customer to delete such data before that period expires. After such period, GovWell will discontinue all use of Customer Content and destroy all copies of Customer Content in its possession.

13. MISCELLANEOUS.

13.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for New Castle County, Delaware for any lawsuit filed there against Customer by GovWell arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13.2 Export. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from GovWell, or any products utilizing such data, in violation of the United States export laws or regulations.

13.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.5 No Assignment. Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the

foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

13.6 Compliance with Law. Customer will, and will ensure that all Authorized Users, always comply with all foreign and domestic laws, ordinances, regulations, and statutes that are applicable to its and their purchase and use of the Services, Licensed Material and Documentation.

13.7 Force Majeure. Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

13.8 Independent Contractors. Customer's relationship to GovWell is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of GovWell.

13.9 Notices. All notices required or permitted under this agreement must be delivered in writing, if to GovWell, by emailing Troy LeCaire, CEO (troy@govwelltech.com) and if to Customer by emailing the Customer Point of Contact email address listed on the Cover Page, provided, however, that with respect to any notices relating to breaches of this agreement or termination, a copy of such notice will also be sent in writing to the other party at the address listed on the Cover Page by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.

13.10 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and the GovWell.

EXHIBIT 2

PUBLIC ENTITY TERMS ADDENDUM TO

GOVWELL TERMS OF SERVICE

This Exhibit 2 Public Entity Terms supplements and amends the Agreement. As between Exhibit 1 Terms of Service and Exhibit 2 Public Entity Terms, Exhibit 2 governs in the event of any difference or conflict between the two exhibits. If Exhibit 2 modifies, strikes, adds, or removes any term, the term in Exhibit 2 prevails over any other term, condition, or obligation. Any terms, conditions, or obligations that differ from those in Exhibit 2 are replaced by the terms of Exhibit 2. Exhibit 2 is incorporated in and made part of the Agreement. All other terms remain unchanged.

1. Indemnity, Sovereign Immunity, and Release of Claims.

   Any provision in the Agreement stating that the Customer will indemnify, defend, or hold harmless GovWell for any liability or claim whatsoever is stricken. Any provision in the Agreement stating that the Customer waives, releases, or relinquishes whatsoever claims or rights based on default, damage, or harm by GovWell is stricken. Nothing in the Agreement shall be construed or interpreted to be a waiver of the Customer's sovereign immunity or of the application of § 768.28, Florida Statutes, as amended, or of any other constitutional, statutory, or other protections afforded to the Customer. Nothing in the Agreement shall be construed as consent by either party to be sued by third parties in any matter arising out of or related to this or any other agreement.

2. Representations and Warranties.

   GovWell represents and warrants the following: it is duly authorized to offer the Customer the goods or services in the Agreement; it maintains all appropriate licenses and registrations; it is not subject to any claim, sanction, or notice of violation of law that would render GovWell unable to provide goods or services to the Customer; it is responsible for the performance of its employees and agents, including negligence; it offers the goods or services consistent with best industry standards for the relevant goods or services; and, if it offers any software services to Customer through the Agreement, it does so with sufficient right, title, and interest in the intellectual property to lawfully offer the software services to the Customer.

3. Public Records.

   The Customer is subject to Florida Public Records law, which is included in Applicable Law under the Agreement. The Customer shall make disclosures of information related to this Agreement as required by Florida Public Records law, and such disclosures will not be limited or delayed by and are not a breach of the Agreement. **The Order Form associated Terms and purchasing records of the Customer are not Confidential Information.** This Agreement is subject to disclosure under applicable public records law, including Florida Public Records law. If GovWell is deemed under Florida law to meets the definition of "contractor" under § 119.0701, Florida Statutes, GovWell must comply with public records laws, including the following provisions of § 119.0701, Florida Statutes:

   a. Keep and maintain public records required by the Customer to perform the service.

   b. Upon request from Customer's custodian of public records, provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the agreement if GovWell does not transfer the records to Customer.

d. Upon completion of the Agreement, transfer, at no cost, to the Customer all public records in possession of GovWell or keep and maintain public records required by the Customer to perform the service. If GovWell transfers all public records to the Customer upon completion of the Agreement, GovWell shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If GovWell keeps and maintains public records upon completion of the Agreement, GovWell shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

e. IF GOVWELL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GOVWELL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS DILLON MORRIS, CITY CLERK, BY SUBMITTING A TICKET IN THE CITY'S CRM, PHONE AT 850-243-3566, EXT. 111, EMAIL OR IN PERSON AT CITY HALL BETWEEN THE HOURS OF 8 A.M. AND 5 P.M. MONDAY THROUGH FRIDAY.

f. GOVWELL ACKNOWLEDGES THAT CITY OF MARY ESTHER CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO GOVWELL WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. GOVWELL FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON CITY OF MARY ESTHER OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT IT HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. GOVWELL ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR IMMEDIATE TERMINATION.

g. In addition, this Agreement may be terminated by Customer for refusal by GovWell to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by GovWell in conjunction with this Agreement. Moreover, all written records received by the Customer in connection with the transaction of official business may be deemed public records and are subject to the provisions of Chapter 119, Florida Statutes.

4. Governing Law and Venue.

   This Agreement is governed by and construed in accordance with the laws of the State of Florida, without reference to conflicts of law principles, and any provisions in this Agreement in conflict with the foregoing shall be void and of no effect. If any legal proceedings are commenced with respect to any matter arising under or related to this Agreement, the parties agree that the courts of the State of Florida or federal courts located in the State of Florida will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings and that the venue of any such action will be in Okaloosa County, Florida, or the United States District Court for the Northern District of Florida. Any other governing law and venue term is stricken.

5. Termination.

   The Customer reserves the right to terminate the Agreement with sixty (60) days' notice to GovWell. Such termination for convenience does not alter the Customer's obligation to pay for services

rendered under the Agreement. The Customer shall pay any final undisputed invoice for goods or services rendered.

6. Compliance with Laws and Verification of Employment Status.

   Each party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations under this Agreement. GovWell agrees to comply with all applicable provisions of § 448.095, Florida Statutes. GovWell and its subcontractors, if any, will register with and use the E-Verify system to verify the work authorization status of all newly hired employees. GovWell will provide appropriate evidence of enrollment to Customer. GovWell will require subcontractors, if any, to provide GovWell with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. GovWell will maintain a copy of such affidavits for the duration of its contract with the Customer. Customer, GovWell, and subcontractors who have a good faith belief that a person or entity with which it is contracting has knowingly violated § 448.09(1), Florida Statutes, shall terminate the contract with that person or entity. This termination is not a breach of contract and may not be considered as such. GovWell will be liable for any additional cost or expense incurred by the Customer because of such termination of a contract. If the Customer has a good faith belief that a subcontractor knowingly violated this section, but GovWell otherwise complied with the relevant law, the Customer will promptly notify GovWell and direct GovWell to immediately terminate the contract with the subcontractor. This termination is not a breach of contract and may not be considered as such. GovWell will be liable for any additional costs or expenses incurred by the Customer because of such termination of a contract.

7. Insurance.

   GovWell shall provide proof of insurance to the Customer consistent with the Customer's published insurance requirements within seven (7) days after the execution of this Agreement.

8. Funding.

   If the Agreement includes time from more than one fiscal year or a period in which the Customer's budget has not been approved, the Customer's performance and obligation to pay under the Agreement are contingent upon an annual appropriation by the Florida Legislature and approval of the Customer's annually adopted budget. Should funding be discontinued or reduced, this Agreement will be terminated or amended, as appropriate. In such an event, GovWell shall be compensated for work or services satisfactorily completed prior to termination or amendment of the Agreement, to the extent of remaining budgeted funds.

9. Payment Processing.

   Customer may require issuance of a purchase order to make payments under the Agreement and GovWell shall cooperate with that requirement. After receipt of an invoice sufficient for pre- and post-audit reviews, which includes at least evidence of goods or services provided and price, the Customer shall pay GovWell within 30 business days. The Customer may request more documentation at its discretion. In the case of an error on the part of GovWell, the 30-business-day period for payment shall begin upon receipt by the Customer of a corrected invoice or other remedy of the error. If the Customer is no longer permitted by applicable law to make payments under this Agreement, the Customer shall promptly provide GovWell with written notice and shall, to the extent permitted, pay any final invoice for goods or services provided within 10 business days.

10. Customer Name, Logo, and Other Property.

    Unless the Customer has provided prior written consent, no use of the Customer's name, logo, or any other trademark, copyright, or other intellectual property may be used by GovWell except as required to provide the goods or services under the Agreement.

11. Social, Political, and Ideological Interests.

    The Customer has not considered in entering this Agreement the GovWell's social, political, or ideological interests nor given a GovWell a preference based on the foregoing. This Agreement is made in compliance with § 287.05701, Florida Statutes.

GovWell

Modern Software for Local Government

Proposal for Mary Esther, FL | September 8, 2025

© 2025 GovWell Technologies Inc.

Quote expires on 11/4/2025

GovWell

GovWell helps local government agencies to simplify processes and modernize citizen services.

We specialize in working with small and medium sized municipalities and counties.

Hutto, TX	LaPorte County, IN	Shelby, NC	Decatur, TX	Kingsland, GA	Champlain, NY	Cold Spring, KY
45,232	111,706	21,855	7,758	21,122	5,692	6,353

Backed by $9.5 million from: work—bench BIENVILLE CAPITAL

Department solutions



Building Permits & Inspections

Build safely and efficiently with permit management, plan review, and inspections.



Planning and Zoning

Simplify development with online applications, workflow management, and plan review.



Code Enforcement

Uphold local laws and ordinances with case management and mobile-friendly inspections.



Licenses

Make it easy to apply, pay for, and renew licenses online.



Public Works

Track citizen complaints create & track work orders, and review plans electronically.



Fire Department

Manage recurring fire inspections and review plans electronically.

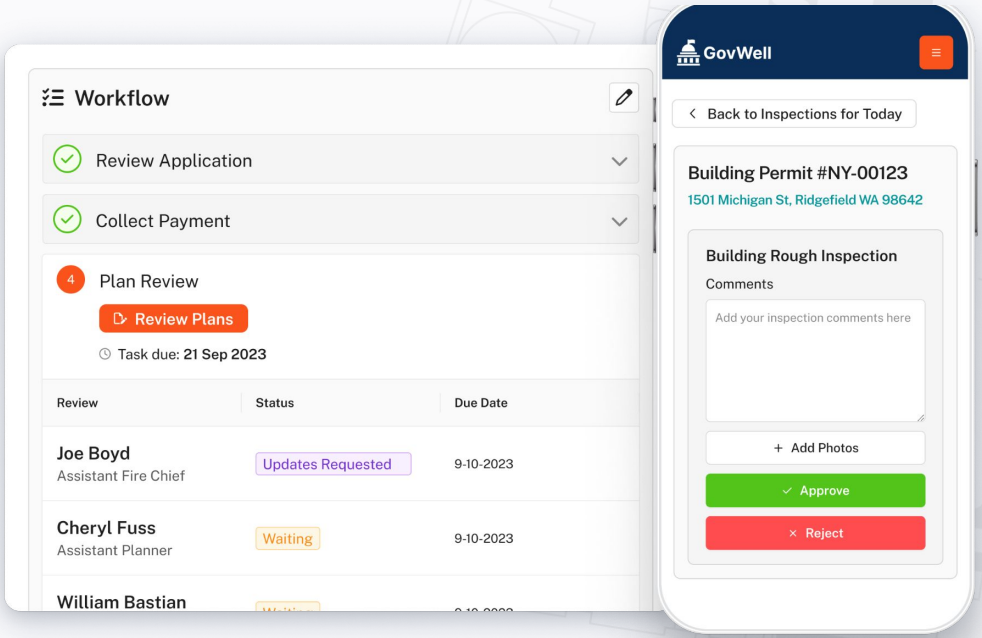
● Includes Electronic Plan Review

WHY GOVWELL?

Simplify processes

Track and speed up common workflows with intuitive, mobile-friendly software for local government operations.

- Reduce paper and citizen wait times.
- Improve collaboration across departments.
- Work from anywhere on any device.
- Customize to your unique needs.

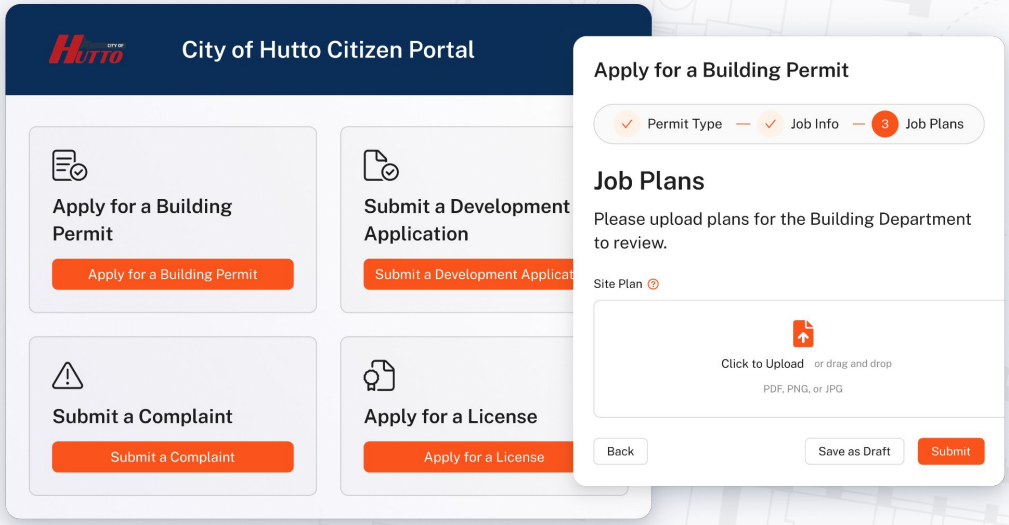


WHY GOVWELL?

Modernize citizen services

Facilitate access to government services online with intuitive portals and automated communications for routine processes.

- Help citizens access essential services online.
- Enable online payments via credit and debit card.
- Reduce phone calls by making processes more transparent.



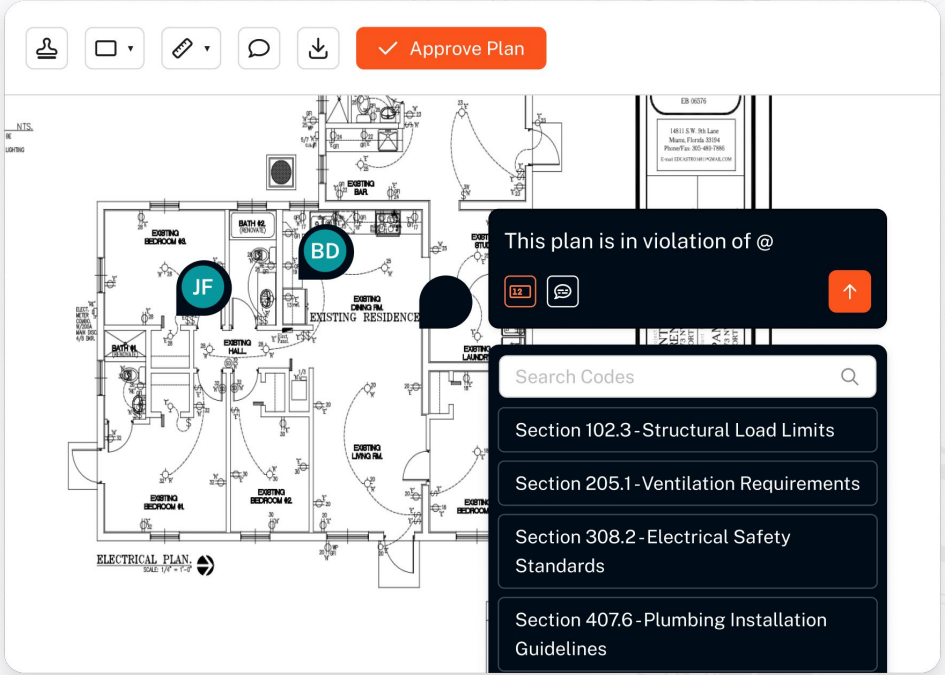
WHY GOVWELL?

Built-in electronic plan review

GovWell is the only solution that includes plan review for no extra cost.

- Work and collaborate faster in a single system
- Improve customer experience and transparency
- Save money on 3rd party plan review tools like Bluebeam

See It in Action

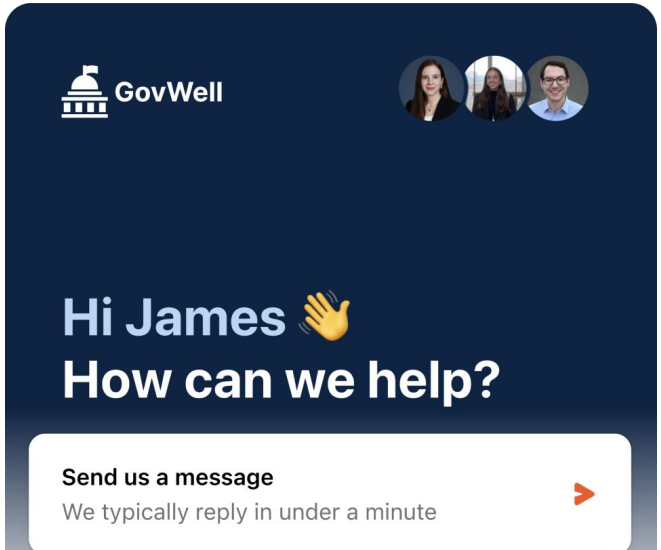


WHY GOVWELL?

Fast, unlimited support for staff and your community

Get help immediately

Live chat support, 2 min response time



We support your public as well

Reduce phone calls & emails to your office

Joe Smith - Contractor
How do I pull a new building permit?

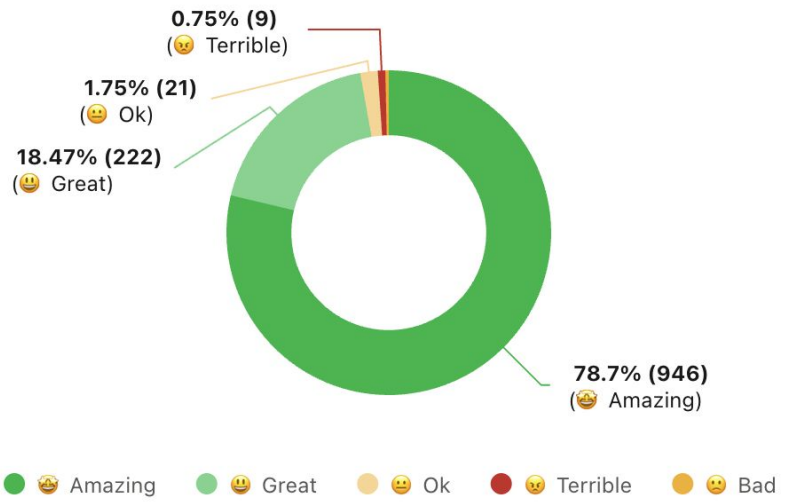
Zach - GovWell
Hi, this is Zach from GovWell. I can help you start your application.
Please follow the link below for a new building permit application.
govwell.com/gotham-city/building

Joe Smith - Contractor
Thanks, I appreciate it!

WHY GOVWELL?

Delight your residents

GovWell Support Ratings



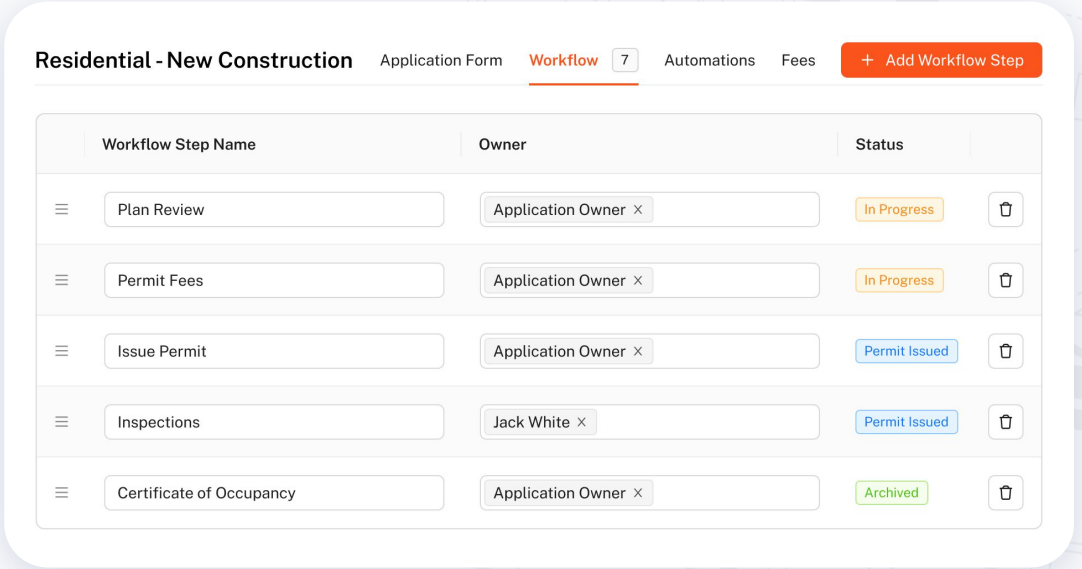
Luis Alejandro Cadena Go...	—	perfect	🤩 Amazing
Donna Hawkins	—	no more to tell, ya'll are doing great!	🤩 Amazing
JASON STUBBLEFIELD	—	loved the fact that Zach recognized how helpful paying for multiple permits would be at one time and that he would make a note to suggest to his engineering team to make this possible in the future. 5 stars!	🤩 Amazing
Ronald Burkett	—	helped me with my question	🤩 Amazing
Isaiah Lee	—	great	🤩 Amazing
Angel Kavanaugh	—	fast !	🤩 Amazing
Cheryl Waddle	—	amazing customer service!	🤩 Amazing
Chandler Guess	—	The video the online support person made walking me through things step by step was awesome and helped me complete exactly what the town inspector was asking me to update on my permit application. It was great to be able to live chat with a real person and get answers quickly. 5 stars :)	🤩 Amazing
Ian Means	—	Thanks for the help and quick response	😃 Great
William A Hanes	—	Thanks Sarah for your help!	🤩 Amazing
Oli Snyder	—	Thank you!	😃 Great
Melina Watson	—	Thank you	🤩 Amazing
Ldon Shipman	—	So polite, helpful, and an amazingly quick response!	🤩 Amazing

WHY GOVWELL?

Easily adapts to your unique processes

GovWell is the most configurable workflow automation software for government.
Instantly configure forms, workflows, reports, and more without waiting for IT or support.

- Empower your team to improve processes
- Automate routine workflows and tasks
- Simple to learn and use for non-technical staff

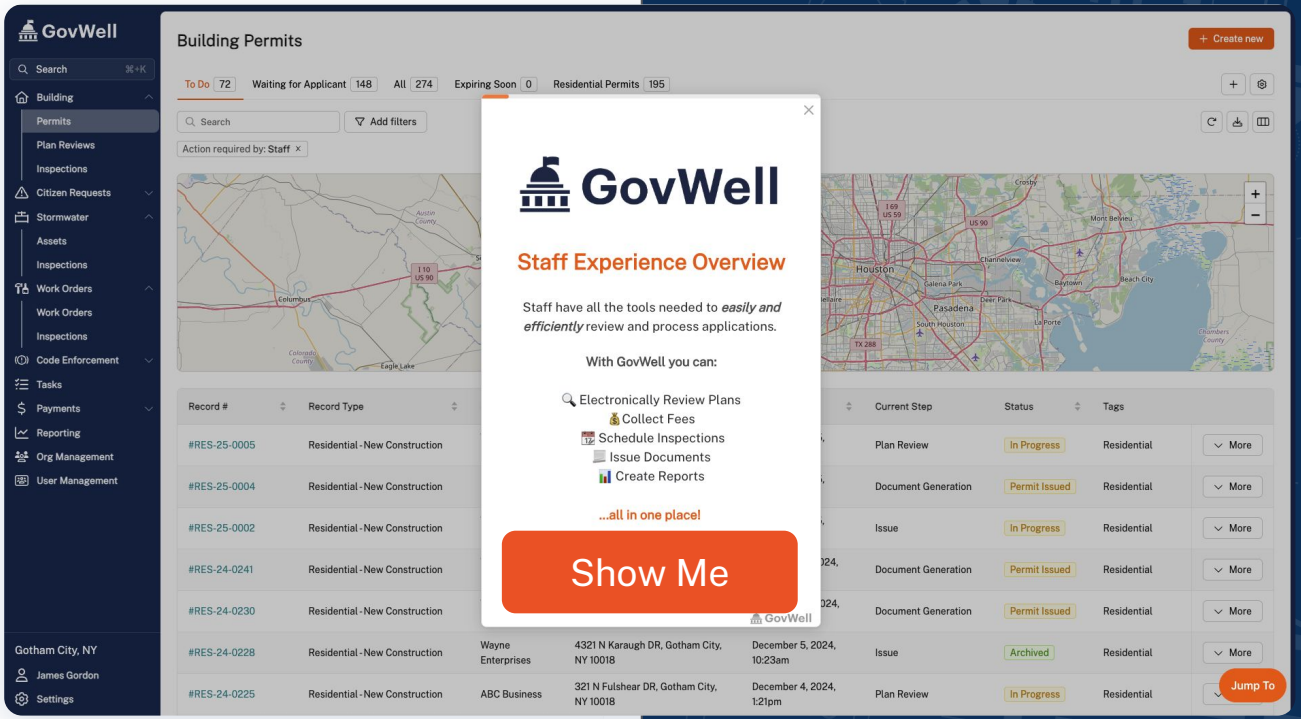


GovWell

Product

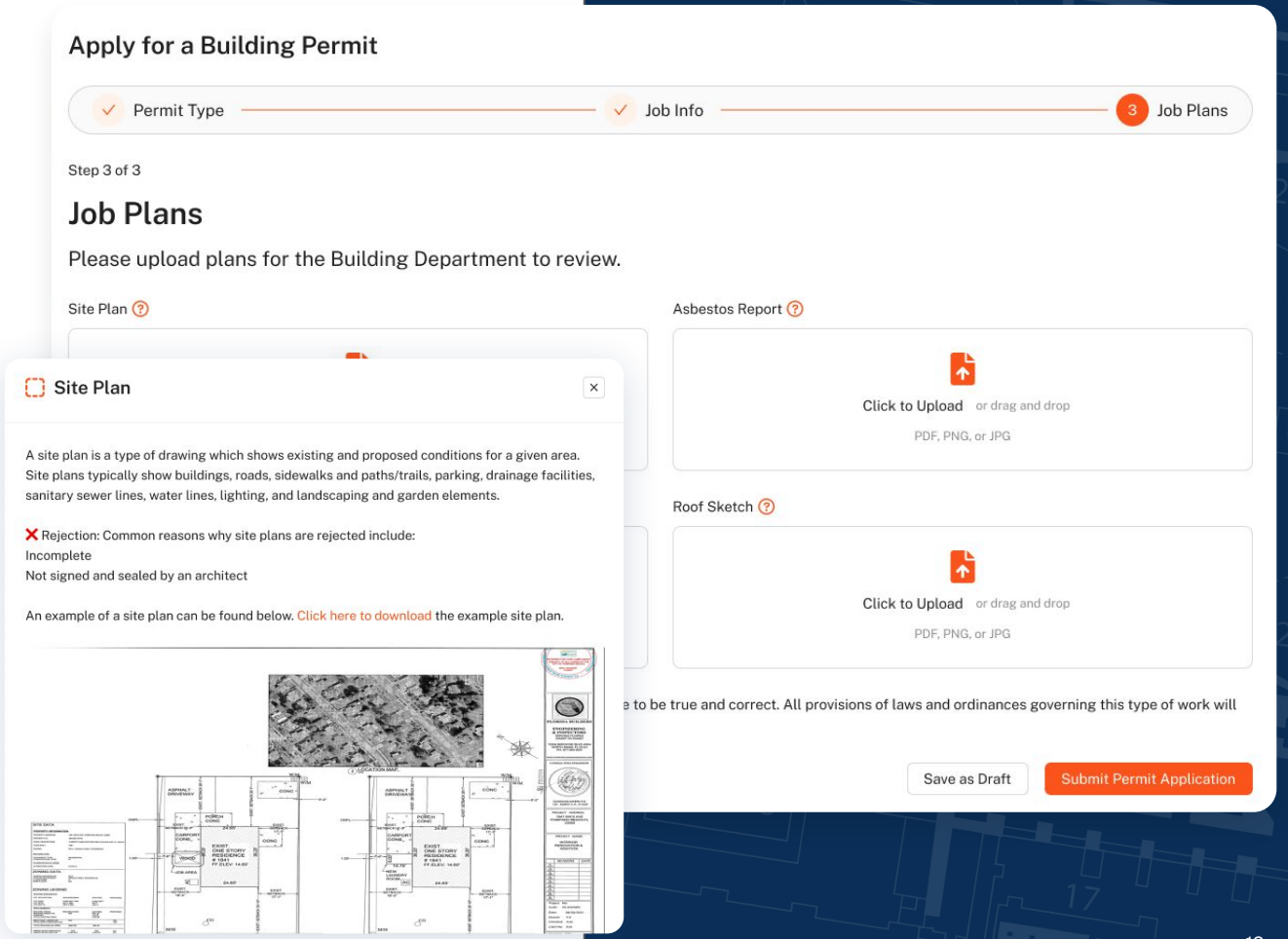


Try a self guided demo



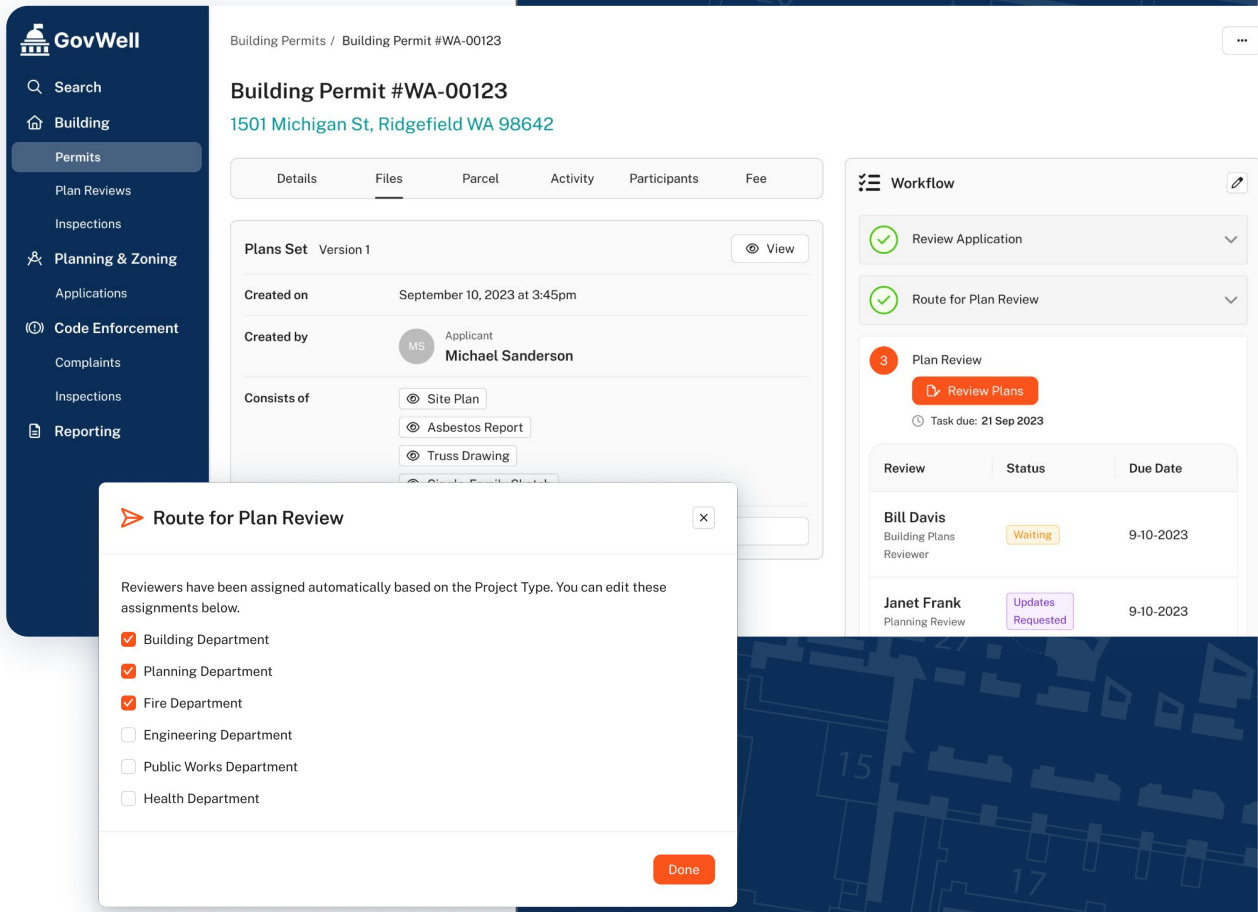
Make services accessible

Set up online portals for common services that enable form submission, document uploads, and prevent common submission errors.



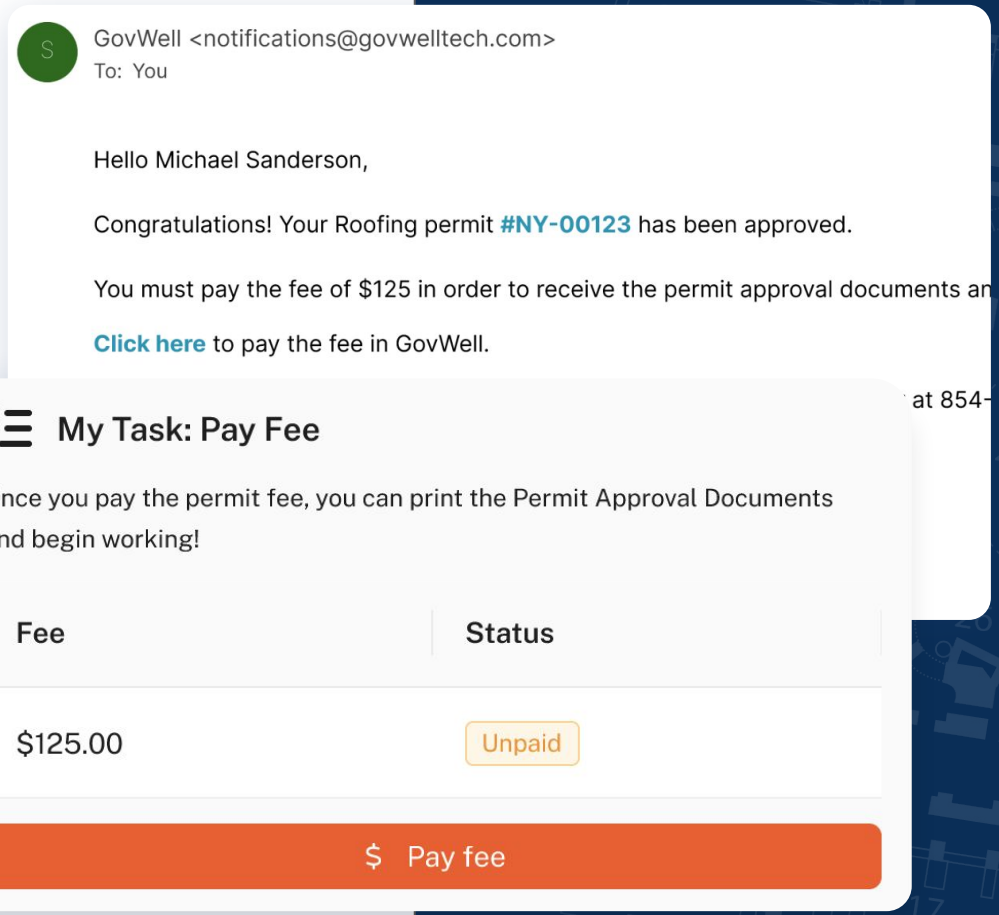
Staff portal

Move permit and license applications through simple and complex workflows easily. Reduce turnaround time by increasing staff efficiency and transparency across departments.



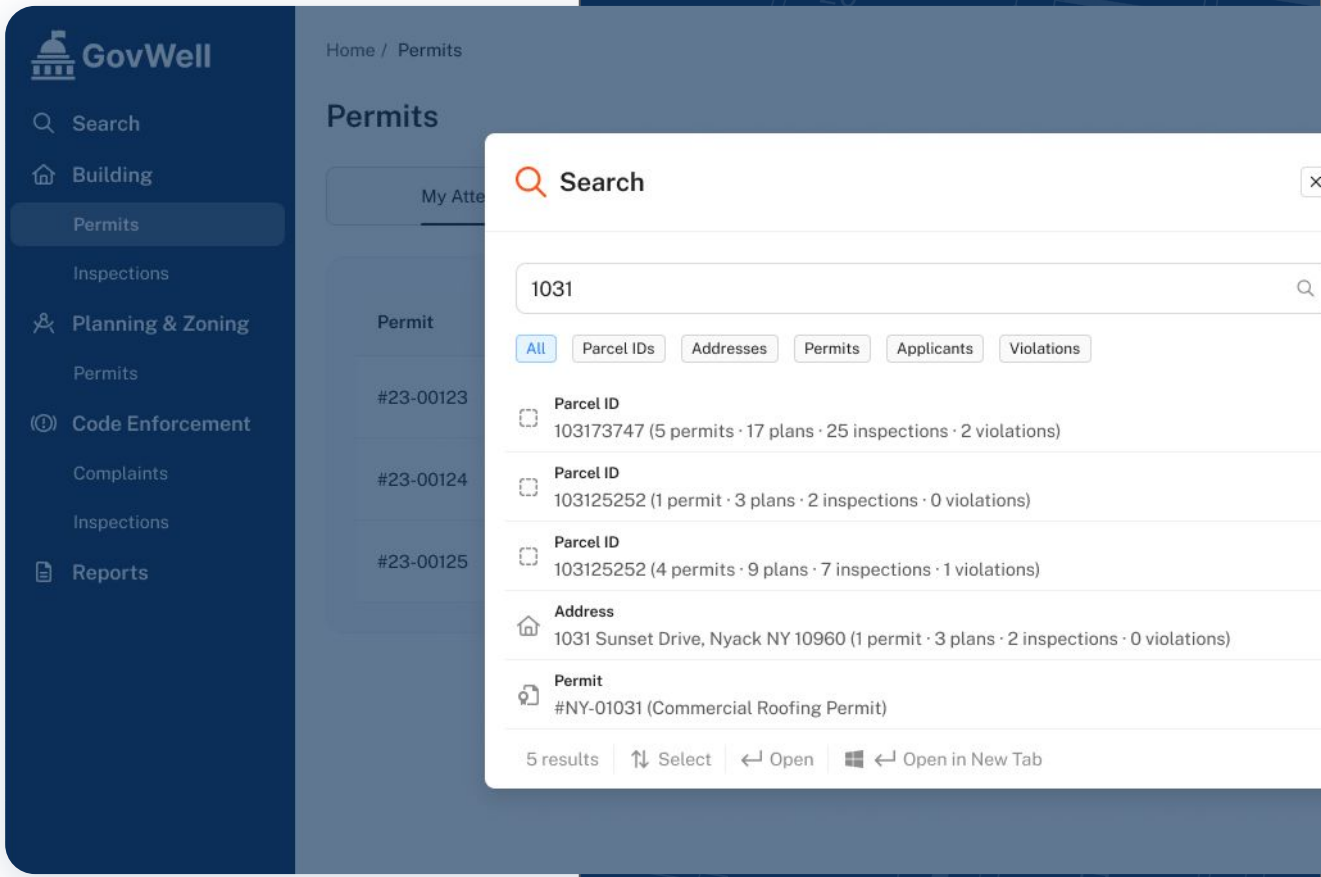
Online payments

Enable customers to securely pay fees online via credit/debit card and bank transfer. Put fee collection on autopilot with email reminders.



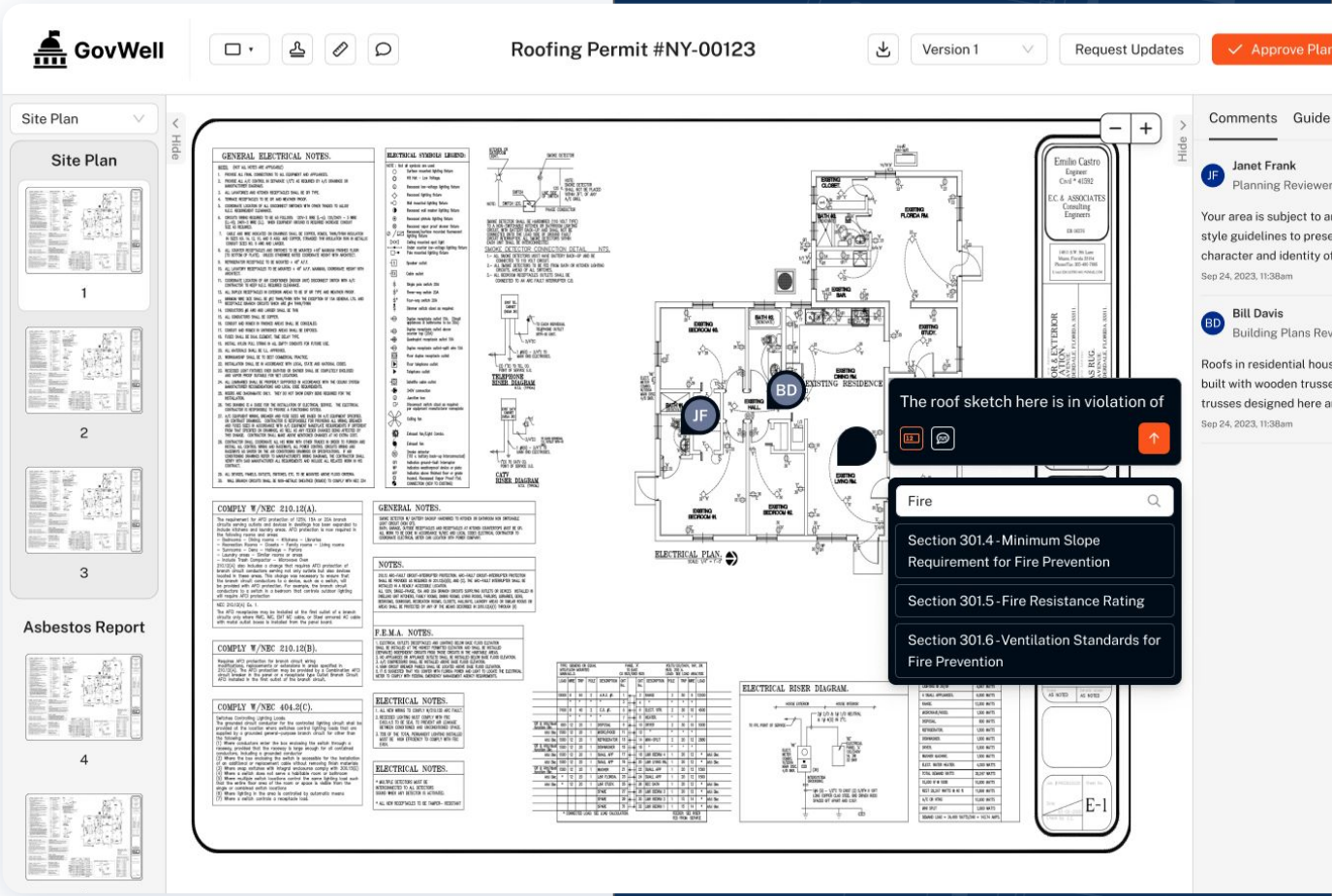
Search, fast

Search and filter across multiple record types.



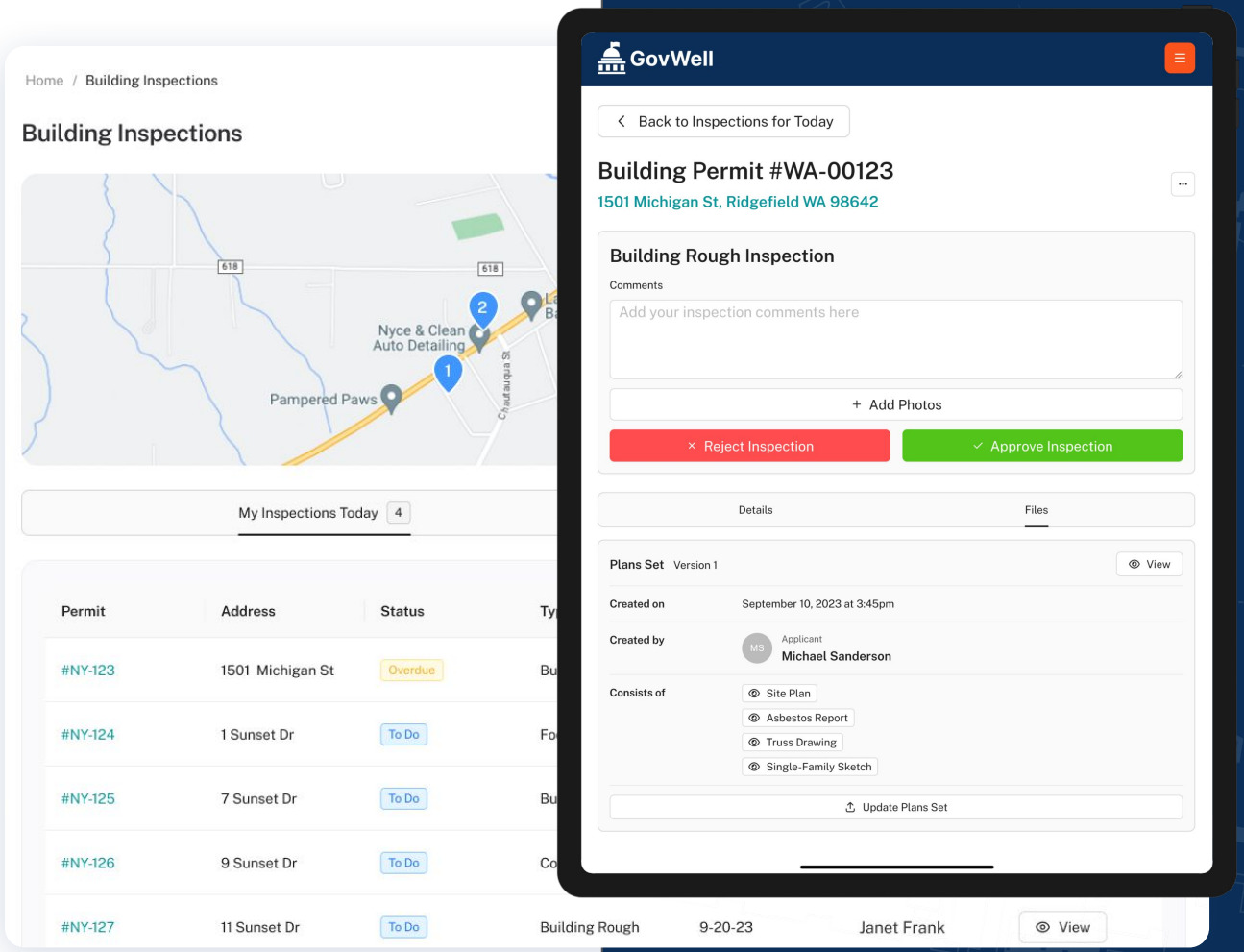
Plan review

Collaborate to markup plans electronically and share corrections with applicants. Review faster with comment templates and code references.



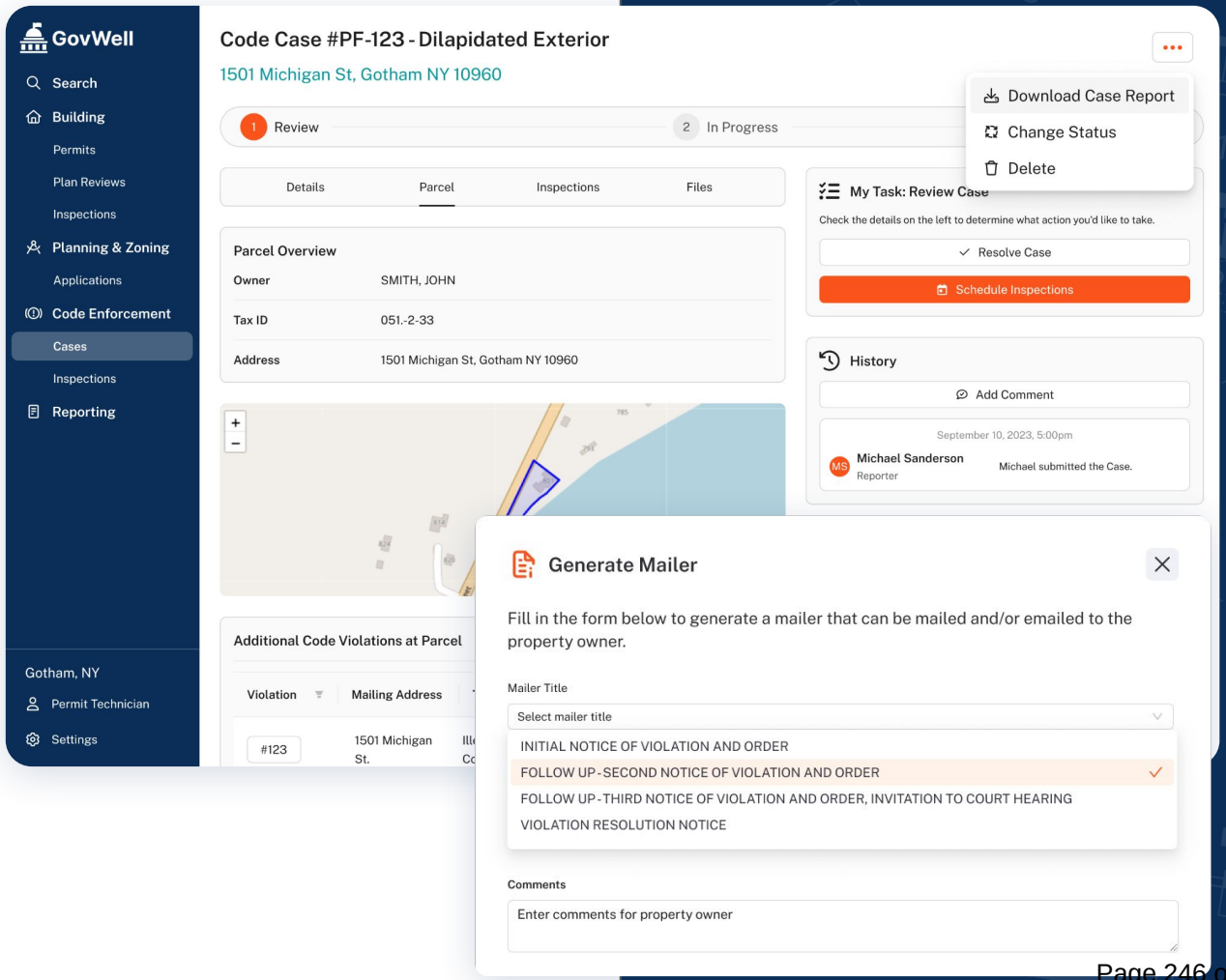
Inspections made easy

Log inspections and add photos from any mobile device. Plan efficient routes by visualizing your day's work.



Code enforcement

Track violations, log inspections, and prepare violation notices. Get ready for court with one click.



GIS Integration

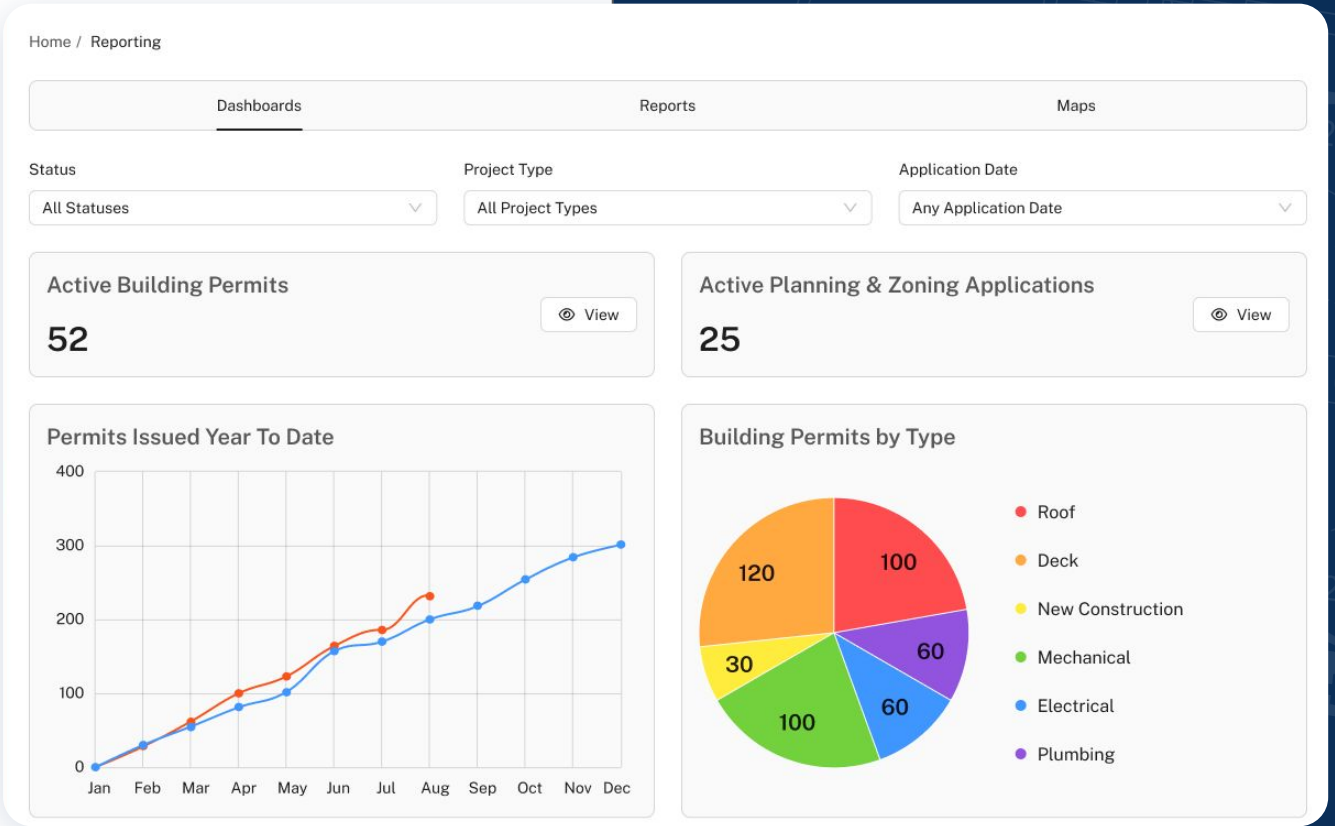
GovWell is an **official partner of Esri: the World's Leading Supplier of GIS Software**.

GovWell also integrates with other popular GIS, allowing local governments to retrieve data, assign conditions to certain parcels (such as floodplain, commercial, etc.), and use GIS layers to adjust workflows, add alerts, etc.



Analytics and reporting

Effortlessly track key metrics, generate reports, and visualize data on maps.



Security

GovWell is **SOC 2 Certified (Type II)**.

As a trusted provider of software to government agencies around the United States, GovWell takes security and privacy extremely seriously.

For more info on GovWell's controls please visit:
https://trust.govwell.com/



GovWell

Pricing



Software Modules & Services

Module	Description	Annual Subscription Fee	Deployment Services Fees (one-time)	Data Migration Services	Data Migration Fees (one-time)
Building Permits & Inspections	Manage building permits, inspections, and plan review. Includes online portal for improving access and transparency to the public.	$13,000	$5,200	Data + Files	$3,400
Code Enforcement	Online citizen complaints + code enforcement case management.	$7,000	$2,800	Data + Files	$3,150
Business Licenses	Manage business license applications and renewals.	$5,000	$1,000	Data + Files	$2,600
Citizen's Requests	Manage citizen requests with configured Citizen's Request module.	$3,000	$1,000	Data + Files	$1,850
CEO Discount	GovWell CEO grants ~25% discount on annual fee & Data Migration.	-$7,000	-$1,000	–	-$11,000
TOTALS		**$21,000**	**$9,000**		**$0**

Deployment Services

We're here to make the transition easy for your staff and ensure your go-live is successful. You'll partner with a dedicated GovWell Deployment Strategist who is an expert in our software and local government process improvement.

Approach	We build each module using GovWell's best-practice templates, then customize them to reflect your local processes. This gives you the benefit of a fast, structured implementation with room for flexibility.
Services Included	- Learn & document your unique needs / processes. - Configure GovWell for purchased modules, including public portal & forms, workflows & automations for each record type, GIS integration, payment processing, and reports. - Facilitate user testing & adjust configuration based on your feedback. - Train staff to ensure a smooth transition. - Help with modifications immediately after go-live.
Service Hours	- Up to 36 hours of Deployment services
Trainings	- Up to 5 (five) 60-minute trainings conducted via Zoom - Video training library for Staff + Public

GovWell Deployment Strategy Team

Our team of former public servants and software deployment experts is deeply committed to helping you improve government services in your community.



Marykate McCarthy
Deployment Strategist

Previously managed logistics for presidential campaigns. BA Psychology from George Washington University.



Sarah Peters
Deployment Strategist

Founded two companies in travel logistics / hospitality. BS Applied Economics & Management from Cornell University.



Shelly Tsirulik
Deployment Strategist

5 years of experience in political campaigns. BA Astrophysics and Physics from Harvard University.



Nate Levin
Deployment Strategist

A decade of experience in government and politics. MPA from Columbia University; BA Economics & Sociology from Bates College.



Kenneth Taylor
Deployment Strategist

10 years of experience in software deployment. BS Economics, University of Pennsylvania.

Data Migration Services

We help move over historical data so you can preserve records and continue work on in-progress records.

Approach	Customer provides the data in an acceptable format and GovWell imports it into GovWell following go-live. We'll prepare a written migration plan you will be required to review and approve prior to migration.
Data types included	- Records (i.e. permits) and associated information (i.e inspections) - Files and attachments (only if purchased)
Services included	- Consultation with GovWell data migration expert - Overall project management - Analysis and mapping of legacy data to GovWell - Create a detailed Migration Plan for customer approval - Import legacy data to GovWell - Quality Assurance checks
Customer responsibilities	- Export or obtain source data from legacy provider - Provide GovWell source data in an acceptable format (structured, tabular) for both initial analysis and final migration. - Answer questions about data - Review and digitally sign written Migration Plan - Complete all tasks and respond to questions in a timely manner
Service hours	- Up to 28 hours of Data Team services

GovWell

Data Migrations services do not include digitization of records, data cleaning/standardization, or verifying the accuracy, quality, or source integrity of source data. See Scope of Work for full details.

GovWell Data Team

Our team of former public servants and technology experts is deeply committed to helping you improve government services in your community.



Amy Wang
Data Engineer

5+ years experience developing data platforms for the built environment. MEng Computer Science, Cornell Tech; BS University of Washington.



Portia Wilson
Data Scientist

3+ years software implementation and data analytics experience. MS Data Science, Stevens Institute of Technology; BA Math & Economics, Lafayette College.



Ben Cohen
Chief Technology Officer

As CTO Ben leads and oversees all data migration efforts at GovWell. BA Computer Science *summa cum laude* from Princeton University.

Continuous Deployment & Product Support

Dedicated support for your staff and your residents. Included ***for free*** with your subscription.

Support for Staff	- Live chat support during normal business hours - Quarterly 60-minute meetings with a Deployment Strategist - 20 hours / year of Continuous Deployment services to help with system modifications, new staff training etc. - Annual Partnership Review reports to summarize impact and identify areas of opportunity
Support for Public	- Live chat support during 9am-5pm ET
Cost	Included with your subscription

GovWell

GovWell Team

Our team of former public servants and technology experts is deeply committed to helping you improve government services in your community.



Briana Maibaum
Deployment Strategist

Child of 2 public servants with 10+ years of experience supporting customers with software. BA Political Science, UCLA.



Alina Dunlap
Deployment Strategist

Former academic passionate about local government. PhD/MA Politics, Princeton; BA Political Science, Columbia University.



Bruno de Oliveira
Product Support

9+ years experience managing product support teams in tech industry. Passionate about public service and user education.



Yoni Schoenberg
Deployment Operations

Experienced working with local governments to improve operations. MA Disaster Management Tel Aviv Univ.; BA Molecular Biology, Princeton.



Bella Peters
Deployment Operations

Previously managed operations in the theatre industry. BA Performing Arts & Psychology, Cornell University.



Rafi Lehman
Deployment Operations

Experience working at leading architecture and design organizations. BA History, Princeton University.

Included with your subscription

We want you to get the most out of your purchase. No nickel-and-diming.



Unlimited users

Make collaboration easy across departments and improve visibility with stakeholders.



Unlimited data storage

Large plan files and attachments can add up quick. Never get surprised with data storage fees.



Software maintenance

Our software engineering team works continuously to keep GovWell running smoothly, fix bugs, and avoid downtime.



New features

We spend millions / year to create the most powerful, intuitive platform for local government. All customers get the latest updates immediately.

Deployment timelines

We work quickly to get you live on GovWell. We deploy modules in stages so that you can get up and running faster on the most important functionality.

Item	Details
Contract Signing Date (Estimated)*	September 2025
Go-Live Date (Target)	Feb 2026
Current System Shut Off Date	March 2026

*We begin implementation typically within 1 week after we sign a contract.

📅 Implementation Time by # of Modules

# of Modules	Timeline (Standard)	Timeline (Priority)
1	3+ Months	2-3 months
2	5+ Months	3-5 months
3	7+ Months	4-7 months
4	9+ Months	6-9 months
5+	12+ Months	8-12 months

Faster timelines can be accommodated for additional cost.

Pricing Summary

Item	Details
Deployment & Data Migration Services Fees (one-time)	~~$20,000~~ $9,000
Annual Subscription Fees	~~$28,000~~ $21,000
Total Year 1 Cost	~~$48,000~~ $30,000
Billing Terms	Annual, invoiced upon signing
Initial Subscription Term	1 years
Annual Subscription Fees Uplift	5% annually (not applicable during the Initial Subscription Term)

Quote expires on 11/4/2025

Save money with multi-year agreements

We can lock in prices in exchange for two or three year commitments.

References

1. **Tara Dyess, Clewiston, FL**
   Planning Assistant
   (863) 983-1500
   tara.dyess@clewiston-fl.gov
   Clewiston uses GovWell for multiple different modules, including the ones considered by Mary Esther.

2. **Wanda Moore, Hampton, GA**
   Community Development Director
   770-946-4306
   wmoore@hamptonga.gov
   Hampton uses GovWell for multiple different modules as well, including planning & zoning.

3. **Robert Harpert, Eustis, FL**
   Building Official
   harperr@eustis.org
   352-890-0720
   Eustis uses GovWell for building.

References

1. **Robin Morency, Cold Spring, KY (Population 6K)**
   City Clerk
   859-441-9604
   robin.m@coldspringky.gov
   Cold Spring, KY uses GovWell for multiple different modules.

2. **John Byrum, Hutto, TX (Population 44K)**
   Planning Manager
   512-759-5974
   john.byrum@huttotx.gov
   Hutto, TX uses GovWell for the four different modules.

Leadership



Troy LeCaire
CEO and Co-Founder

Originally from Green Bay, Wisconsin, Troy is passionate about empowering public servants to serve their communities better with modern technology. Before GovWell, Troy worked for two Wisconsin senators and spent 7 years in leadership roles at RippleMatch, a developer of hiring software used by 200+ employers like General Mills and eBay. He studied Government at Cornell University.



Ben Cohen
CTO and Co-Founder

Ben grew up helping his dad, a general contractor, to pull thousands of permits. Ben's personal struggles navigating development processes as an applicant inspired him to build more user-friendly products for governments and citizens. Before GovWell, Ben spent 5 years developing software for Uber and Amazon. He studied Computer Science at Princeton University.

Advisors



Michael A. Nutter
Mayor of Philadelphia (2008-2016)

Michael Nutter served two terms as the 98th mayor of Philadelphia. He previously spent 15 years in the Philadelphia City Council.

Mayor Nutter is past President of the United States Conference of Mayors and founder of Cities United. He holds a BS in Economics from the Wharton School at the University of Pennsylvania.



Richard J. Berry
Mayor of Albuquerque (2009-2017)

Richard Berry served two terms as the 29th mayor of Albuquerque. He is also a former member of the New Mexico House of Representatives.

Prior to entering politics, Mayor Berry was an entrepreneur in the construction industry. He received a BBA from University of New Mexico, Albuquerque.



Mick Cornett
Mayor of Oklahoma City (2005-2018)

Mick Cornett served as the 37th mayor of Oklahoma City where he was re-elected to a record four consecutive terms. He was the President of the United States Conference of Mayors in 2016-17.

He received his BA from University of Oklahoma and MBA from New York University.



C. William Frick
Majority Leader, Maryland House of Delegates (2017-2019)

Bill Frick served as the Majority Leader for the Maryland House of Delegates from 2017-2019, and as a member representing the 16th district from 2007-2019.

He received his JD from Harvard Law School and BA from Northwestern University.

Outlook

GovWell Questions

From Melissa Garrison <mgarrison@cityofcollinsville.com>
Date Tue 2025-09-30 12:09 PM
To Jared Cobb <jcobb@cityofmaryesther.com>

Good afternoon. We have been using the building module in GovWell since January 2025. We just started the Planning Module this week. Our staff loves GovWell. It makes everything quicker and easier to manage. Most residents really like it once they learn how to use it. It is easy to learn. GovWell support is fantastic. There is a place at the bottom of every page in GovWell to get a 2-minute response. If they cannot answer the question, the person that works with your city will contact you the same day. I would recommend GovWell to everyone. It is amazing! Thank you and have a great day.

Missy Garrison | Permit Specialist
Development Services

City of Collinsville

mgarrison@cityofcollinsville.com
o: 918.371.1012 Ext. 2016

Outlook

Re: Reference Check - GovWell Platform

From Zach Goodlander <zgoodlander@fulsheartexas.gov>
Date Tue 2025-09-30 11:20 AM
To Jared Cobb <jcobb@cityofmaryesther.com>; Rodrigo Rodriguez <rrodriguez@fulsheartexas.gov>

Jared,

Thanks for reaching out! At this time, we're live with Health and Code Enforcement but still working on getting permitting online. I think at this point it's a just a matter of software coordination with GovWell and Incode on the payment side.

I'm not directly on the project or working with GovWell but I've copied our Planning Manager here who has been the main liaison with GovWell.

Thank You!

Zachary Goodlander
City Manager
City of Fulshear

281-346-1796 ext. 1102 | 281-346-8852
Zgoodlander@fulsheartexas.gov
www.fulsheartexas.gov
6611 W Cross Creek Bend Lane, Fulshear, TX, 77441

Be advised that emails are subject to the Texas Public Information Act. City emails should not be considered confidential.

From: Jared Cobb <jcobb@cityofmaryesther.com>
Sent: Friday, September 26, 2025 1:37 PM
To: Zach Goodlander <zgoodlander@fulsheartexas.gov>
Subject: Reference Check - GovWell Platform

You don't often get email from jcobb@cityofmaryesther.com. Learn why this is important

Hi Zach,

I hope you're doing well. My name is Jared Cobb, and I serve as the City Manager for Mary Esther, Florida (pop. 4,500). We're currently evaluating GovWell as a potential platform for service requests, code enforcement, business licensing, and permitting.

I understand your city is currently using GovWell, and I'd greatly appreciate a few minutes of your time to share your experience. You're welcome to respond by email or let me know a convenient time for a brief phone call—whichever is easiest for you.

Here are a few questions to guide the conversation:

- How long have you been using GovWell, and what led you to choose them?
- What modules or features are you actively using?
- How do your staff and residents feel about using the platform?
- How responsive is GovWell's support and implementation team?
- Would you recommend GovWell to a city of our size and needs?

Thank you in advance for your time and insights. I look forward to learning from your experience!

Jared Cobb
City Manager, City of Mary Esther

Office 850-243-3566 | **Direct** 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.

Outlook

Re: Reference Check - GovWell Platform

From Nate Mara <nmara@decaturtx.org>
Date Tue 2025-09-30 2:31 PM
To Jared Cobb <jcobb@cityofmaryesther.com>
Cc Wayne Smith <wsmith@decaturtx.org>; Kristin Carter <kcarter@decaturtx.org>

Mr. Cobb,

Thank you for your inquiry regarding our experience with GovWell. Below is a summary of our implementation timeline, active modules, user feedback, and overall assessment of the platform's suitability for municipalities of similar size and scope.

Implementation Timeline
We transitioned to GovWell in phases throughout 2023:

- January: Health Permitting and Code Enforcement
- July: Permitting and Inspections
- December: Planning

GovWell was selected after a thorough evaluation of multiple permitting platforms. Key factors in our decision included:

- Strong customer service values
- Adaptability to our operational needs
- Community buy in and accessibility
- Availability of integrated modules across departments

Active Modules and Features
We currently use the following modules:

- Health Permitting (Business Licensing)
- Code Enforcement
- Permitting and Inspections
- Plan Review
- Planning

Additional features in regular use:

- AI-assisted response tools
- Community Engagement Insights
- Reporting and analytics
- Fee schedule management

New features continue to be added. For example, we recently previewed a Planning module enhancement that will support meeting scheduling and documentation.

Staff and Resident Feedback
Staff have collaborated closely with GovWell to tailor the platform to our needs. While some requested improvements are still in development, the engineering team has been responsive and transparent.

Resident feedback has been consistently positive:

- August 26–September 22, 2025 Customer Engagement Survey
  - 83.4% rated their experience as “Great” or “Good”
  - 11.1% as “Okay”
  - 5.6% as “Bad”

These ratings are collected at the end of each applicant session and have remained stable across survey cycles.

Support and Responsiveness
GovWell’s support team is highly accessible:

- Embedded support icon within the platform
- Direct contact with our deployment strategist via phone and email
- Prompt response and reliable follow-through (phone and email)

Recommendation
In our humble opinion GovWell is well-suited for small to mid-sized municipalities. The platform is scalable, allowing for both minimal and robust configurations. We have not yet exhausted its full potential and continue to expand its use across departments, in some ways daily.

Summary

We’ve been intentional in guiding Decatur toward greater operational alignment, working to eliminate duplicated and siloed departmental processes. Through strategic use of platforms like GovWell, Smartsheet, and our new financial software, we’ve significantly improved transparency and data accessibility—allowing us to better tell our story, support property improvements, and attract both developers and homeowners.

I’ve looped in Development Services Director @Wayne Smith here, as he and his team have been deeply involved in this initiative from the outset. Wayne can provide additional detail where needed, and I encourage you to reach out to him directly for further operational insight.

If you'd like to continue the conversation or see how we are using specific modules, we’d be happy to coordinate.

Best regards,
Nate

Nathan R. Mara, CPM
City Manager

City of Decatur, Texas
201 East Walnut
P.O. Box 1299
Decatur, TX 76234

www.decaturtx.org
940-393-0200 | Office

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From: Jared Cobb <jcobb@cityofmaryesther.com>
Sent: Friday, September 26, 2025 1:21 PM
To: Nate Mara <nmara@decaturtx.org>
Subject: Reference Check - GovWell Platform

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
Hi Nate,

I hope you're doing well. My name is Jared Cobb, and I serve as the City Manager for Mary Esther, Florida (pop. 4,500). We're currently evaluating GovWell as a potential platform for service requests, code enforcement, business licensing, and permitting.

I understand your city is currently using GovWell, and I'd greatly appreciate a few minutes of your time to share your experience. You're welcome to respond by email or let me know a convenient time for a brief phone call—whichever is easiest for you.

Here are a few questions to guide the conversation:

- How long have you been using GovWell, and what led you to choose them?
- What modules or features are you actively using?
- How do your staff and residents feel about using the platform?

- How responsive is GovWell's support and implementation team?
- Would you recommend GovWell to a city of our size and needs?

Thank you in advance for your time and insights. I look forward to learning from your experience!

Jared Cobb
City Manager, City of Mary Esther
Office 850-243-3566 | **Direct** 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.

AGENDA ITEM

Agenda Item 11.5.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: November 3, 2025

SUBJECT: Resolution 25-21: Approval of FY 2026-27 Legislative Appropriation Request

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BACKGROUND:
The City Council prioritized the Highway 98 Water Main Replacement Project (Eastern Phase) at its meeting on October 6, 2025, selecting it as the City's Legislative Appropriation priority for the upcoming fiscal year. This project will address severely aged, post-WWII water mains that cause frequent service disruptions and water loss along the crucial U.S. Highway 98 corridor. This resolution provides the formal commitment necessary for submission to the State Legislature.

DISCUSSION:
The total cost to complete the final phase of the water main replacement (from Andalusia Road to the eastern City limits) is estimated at $3,100,000. The City is seeking $1,550,000 in Fixed Capital Outlay funds from the Florida Legislature for FY 2026-2027.

Resolution 25-21 formally commits the City to providing the required matching funds in the amount of $1,550,000 (50% of the total project cost) from the City's Utilities Fund. Additionally, the Resolution authorizes the City Manager to submit the appropriation request forms (Exhibits A and B) and make any necessary administrative or technical updates to strengthen the overall application.

FINANCIAL IMPACT:
The total project cost is $3,100,000. The financial impact to the City is a commitment of $1,550,000 from the dedicated Utilities Fund, which is contingent upon the successful appropriation of State funds.

RECOMMENDATION:
Motion to adopt Resolution 25-21, approving the submission of the FY 2026-27 Legislative Appropriation Request for the City of Mary Esther Highway 98 Water Main Replacement Project and formally committing the $1,550,000 local match from the Utilities Fund.

ATTACHMENT(S):
1. Resolution 25-21

2. Exhibit A - Senate Appropriation Request
3. Exhibit B - House Appropriation Request

RESOLUTION NO. 25-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA, EXPRESSING THE CITY'S COMMITMENT TO FUNDING AND SUPPORTING THE CITY OF MARY ESTHER HIGHWAY 98 WATER MAIN REPLACEMENT PROJECT; AUTHORIZING THE CITY MANAGER TO SUBMIT A LEGISLATIVE APPROPRIATION REQUEST TO THE FLORIDA LEGISLATURE FOR FISCAL YEAR 2026-2027; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mary Esther (the "City") owns and operates a water utility system that provides essential drinking water and fire protection services to its approximately 4,493 residents and businesses; and

WHEREAS, a critical portion of the City's infrastructure, the water mains beneath and adjacent to the U.S. Highway 98 corridor, were installed shortly after World War II and are now severely aged, fragile, and inaccessible; and

WHEREAS, this aged infrastructure frequently causes water line breaks, discolored water, unacceptable levels of non-revenue water loss, and risks system-wide outages due to obsolete components and a lack of isolation valves; and

WHEREAS, the City has budgeted for and executed an initial phase of replacement (Hurlburt Field to Andalusia Road) utilizing the FDEP Pilot Water Grant; and

WHEREAS, the total cost to complete the final and critical phase of the Highway 98 water main replacement (from Andalusia Road to the eastern City limits) is estimated at $3,100,000; and

WHEREAS, the City has reviewed its Capital Improvement Plan and its Asset Management Plan (approved in 2024) and has identified this final phase of replacement as a top priority for public health, safety, and system resilience; and

WHEREAS, the City intends to submit a Legislative Appropriation

Request for Fiscal Year 2026-2027 to the Florida Legislature, requesting $1,550,000 in Fixed Capital Outlay funds to complete this essential project; and

WHEREAS, the City Council commits to providing the remaining $1,550,000 (50% of the total project cost) in matching funds, which are currently available from the Public Utilities Fund, upon receipt of the State appropriation.

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

Section 1. Findings and Determinations. The City Council hereby approves and adopts the findings set forth in the Preamble of this Resolution.

Section 2. Legislative Request Authorization. The City Council officially authorizes and directs the City Manager, or their designee, to submit a Legislative Appropriation Request for $1,550,000 to the Florida Legislature for Fiscal Year 2026-2027 to fund the final phase of the City of Mary Esther Highway 98 Water Main Replacement and Upgrades, as generally described in the applications attached as Exhibit A and Exhibit B. The City Manager is further authorized to make necessary administrative, technical, or non-substantive adjustments and updates to the request forms to ensure their completeness and maximum support for the application.

Section 3. Local Financial Commitment. The City Council formally commits to providing the required local matching funds in the amount of $1,550,000 from the City's Utilities Fund to fully implement the project upon the State's appropriation of the requested funds.

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED in regular session this 3rd day of November 2025.

CITY OF MARY ESTHER

By: _____
Chris Stein, Mayor

ATTEST:

_____
Dillon Morris, City Clerk

The Florida Senate
Local Funding Initiative Request
Fiscal Year 2026-2027

1. **Project Title** City of Mary Esther Highway 98 Water Main Replacement and System Upgrades

2. **Senate Sponsor** Trumbull

3. **Date of Request** 11/04/2025

4. **Project/Program Description**

The City of Mary Esther urgently needs to complete the replacement of the aging water mains beneath and adjacent to Highway 98. This infrastructure, installed after World War II, is now fragile and inaccessible, causing frequent line failures, discolored water issues, and the risk of system-wide service outages (one such outage recently occurred) due to obsolete fire hydrants and a lack of isolation valves. An initial phase, from Hurlburt Field to Andalusia Road, was funded by an FDEP Pilot Water Grant. The requested appropriation will fund the second and final phase, which extends from Andalusia Road to the eastern City limits.

5. **State Agency to receive requested funds** Department of Environmental Protection

State Agency contacted? ○ Yes ◉ No

6. **Amount of the Nonrecurring Request for Fiscal Year 2026-2027**

Type of Funding	Amount
Operating	
Fixed Capital Outlay	1,550,000
Total State Funds Requested	1,550,000

7. **Total Project Cost for Fiscal Year 2026-2027 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	1,550,000	50.0 %
Matching Funds		
Federal	0	0.0 %
State (excluding the amount of this request)	0	0.0 %
Local	1,550,000	50.0 %
Other	0	0.0 %
Total Project Costs for Fiscal Year 2026-2027	3,100,000	100.0 %

8. **Has this project previously received state funding?** ○ Yes ◉ No

If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. **Is future-year funding likely to be requested?** ○ Yes ◉ No

a. If yes, indicate nonrecurring amount per year.

b. Describe the source of funding that can be used in lieu of state funding.

Last year the City was awarded an FDEP Pilot Water Grant to fund the water main replacement and upgrades from Hurlburt Field to Andalusia Road. This appropriation would fund the second half of the project from Andalusia Road to the eastern city limits.

Complete questions 10 and 11 for Fixed Capital Outlay Projects

10. **Status of Construction**

a. What is the current phase of the project? ◉ Planning ○ Design ○ Construction ○ N/A

b. Is the project "shovel-ready" (i.e. permitted)? ○ Yes ◉ No

c. What is the estimated start date of construction? 06/01/2027

d. What is the estimated completion date of construction? 12/31/2028

e. What funding stream will be used for ongoing operations and maintenance of the project?

City of Mary Esther Utilities Fund

11. **List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.**

The City of Mary Esther is the owner of the water utility.

12. **Details on how the requested state funds will be expended**

Spending Category	Description	Amount
Administrative Costs:		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/ Travel/Supplies/Other		
Consultants/Contracted Services/Study		
Operational Costs		
Salary and Benefits		
Expense/Equipment/ Travel/Supplies/Other		
Consultants/Contracted Services/Study		
Fixed Capital Construction/Major Renovation:		
Construction/Renovation/ Land/Planning Engineering	Funds will cover for the design, easement acquisition, construction administration, and replacement of parallel 2" and 6" water mains with one 8" water main, hydrants, and valves from Andalusia Drive to eastern City limits along Highway 98.	1,550,000
Total State Funds Requested (must equal total from question #6)		1,550,000

13. **Program Performance**

a. What specific purpose or goal will be achieved by the funds requested?

The funds will achieve comprehensive improvement in system reliability, fire protection, water quality, and water pressure for residents and businesses along the critical Highway 98 corridor.

b. What activities and services will be provided to meet the intended purpose of these funds?

Activities include design, engineering, easement acquisition, construction, and construction administration of the new water mains and system upgrades.

c. What direct services will be provided to citizens by the appropriation project?

The project will directly provide reliable access to potable water and fire protection for the service area.

d. Who is the target population served by this project? How many individuals are expected to be served?

The entire City of Mary Esther (estimated at 4,493 residents) is the target population, benefitting from enhanced system resilience and reduced service disruptions. The project will directly serve approximately 300 residents and businesses along the replacement route with upgraded water mains, water valves, and modern, breakaway fire hydrants.

e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

Expected benefits are a quantifiable decrease in non-revenue water loss and an increase in service reliability, critical outcomes given the system's fragility (e.g., the June 2025 system-wide outage from an obsolete fire hydrant strike). Outcomes will be measured by monthly water loss reports, tracking the frequency of line repairs and breaks, and verifying improved fire protection through post-construction flow testing to document water pressure and availability.

f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

Contracts employ withheld retainage and bid bonds as primary financial controls. These funds are explicitly designated to ensure the project is completed on time and according to design and bid standards, should deliverables or performance fall short.

14. **Is this project related to mitigation, response, or recovery from a natural disaster?**

- ○ Yes
- ◉ No *(Skip Questions 15 and 16)*

a. If yes, what phase best describes the project?

- ○ Mitigation (reducing or eliminating potential loss of life or property)
- ○ Response (addressing the immediate and short-term effects of a natural disaster)
- ○ Recovery (assisting communities return to normal operations, including rebuilding damaged infrastructure)

b. Name of the natural disaster (or Executive Order # for events not under a federal declaration):

15. **Has the entity applied for or received federal assistance for this project?**

- ○ Yes, Applied
- ○ Yes, Received
- ◉ No
- ○ No, but intends to apply

a. If yes, provide the FEMA project worksheet ID#:

b. Provide the total project cost listed on the FEMA project worksheet:

16. **Has the entity applied for or received state assistance for this project (other than this request)?**

- ○ Yes, Applied
- ◉ Yes, Received
- ○ No
- ○ No, but intends to apply

a. If yes, specify the program and state agency (ex. Local Government Emergency Bridge Loan, Department of Commerce):

Florida Department of Environmental Protection NW007 Pilot Local Government Water Grant

Please complete questions 17 through 21 for Water Projects only.

17. **Have you been awarded or applied for alternative state funding for this project?**

- [ ] Water Quality Improvement Grant Program
- [ ] Resilient Florida Grant Program
- [ ] Wastewater Revolving Loan
- [ ] Drinking Water Revolving Loan
- [ ] Small Community Wastewater Treatment Grant
- [x] Other (please specify, ex. Alternative Water Supply Grants) Water Pilot Program Agreement N
- [ ] N/A

18. **What is the population economic status?**

- [ ] Financially Disadvantaged Community (ch. 62-552, F.A.C.)
- [ ] Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
- [ ] Rural Area of Economic Concern
- [ ] Rural Area of Opportunity (s. 288.0656, Florida Statutes)
- [x] N/A

19. **What is the status of construction?**

Planning and only half the project is funded.

20. **What percentage of the construction has been completed?**

0

21. **What is the estimated completion date of construction?**

12/31/2028

The Florida Senate
Local Funding Initiative Request
Fiscal Year 2026-2027

22. **Requester Contact Information**

a. First Name: Jared Last Name: Cobb

b. Organization: City of Mary Esther

c. E-mail Address: jcobb@cityofmaryesther.com

d. Phone Number: (850) 362-6205 Ext:

23. **Recipient Contact Information**

a. Organization: City of Mary Esther

b. Municipality and County: Okaloosa

c. Organization Type

- ○ For-Profit Entity
- ○ Non-Profit 501(c) (3)
- ○ Non-Profit 501(c) (4)
- ◉ Local Entity
- ○ University or College
- ○ Other (please specify)

d. First Name: Jared Last Name: Cobb

e. E-mail Address: jcobb@cityofmaryesther.com

f. Phone Number: (850) 362-6205

24. **Lobbyist Contact Information**

a. Name:

b. Firm Name:

c. E-mail Address:

d. Phone Number: Ext.:

The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2026-27

For projects meeting the definition of House Rule 5.14

Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request

Your request will not be officially submitted unless all questions and applicable sub parts are answered. The information provided in the request will be posted on the House website and available for public review if an Appropriations Project Request is published by a Representative.

1. **Title of Project:** City of Mary Esther Highway 98 Water Main Replacement and System Upgrades
2. **Date of Submission:** 11/04/2025
3. **House Member Sponsor:** Maney
4. **Details of Amount Requested:**

   a. Has funding been provided in a previous State budget for this activity? ○ Yes ◉ No

   b. What is the most recent fiscal year the project was funded? <Select Fiscal Year>

   c. Were the funds provided in the most recent fiscal year subsequently vetoed? ○ Yes ◉ No

   d. Complete the following Project Request Worksheet to develop your request.

FY:	Input Prior Year Appropriation for this project for FY 2025-26 *(If appropriated in FY 2025-26 enter the appropriated amount, even if vetoed.)*			Nonrecurring Funds Request for FY 2026-27		
Column:	**A**	**B**	**C**	**D**	**E**	**F**
Funds Description	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated	**Operations**	**Fixed Capital Outlay (FCO)**	**TOTAL Operations + Fixed Capital Outlay (FCO)**
Input Amounts			0	0	1,550,000	1,550,000

e. Provide the total cost of the project for FY 2026-27 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total	Are the other sources of funds guaranteed in writing?	
1. Amount Requested from the State in this Appropriations Project Request	1,550,000	50.0 %		
2. Federal	0	0.0 %	○ Yes	○ No
3. State (Excluding the requested Total Amount in #4d, Col F)	0	0.0 %	○ Yes	○ No
4. Local	1,550,000	50.0 %	◉ Yes	○ No
5. Other	0	0.0 %	○ Yes	○ No
TOTAL	3,100,000	100.0 %		

5. Is this a multi-year project requiring funding from the state for more than one year? ○ Yes ◉ No

   a. How much state funding would be requested after 2026-27 over the next 5 years? <1M

   b. How many additional years of state support do you expect to need for this project? 1 year

   c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity". >3-10M

6. Is this project related to relief or recovery from a natural disaster? ○ Yes ◉ No

   a. If yes, provide the name or a description of the natural disaster and briefly describe how the funding will be used for relief or recovery.

Maximum of 500 characters allowed

7. Which is the most appropriate state agency to place an appropriation for the issue requested?

Department of Environmental Protection

a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? ○ Yes ◉ No

b. Describe suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures.

Contracts employ withheld retainage and bid bonds as primary financial controls. These funds are explicitly designated to ensure the project is completed on time and according to design and bid standards, should deliverables or performance fall short.

8. Requester:

a. First Name: Jared Last Name: Cobb

b. Organization: City of Mary Esther

c. Email: jcobb@cityofmaryesther.com

d. Phone #: (850) 362-6205

9. Contact for questions about specific technical or financial details about the project.

a. First Name: Shawn Last Name: Lindsey

b. Organization: City of Mary Esther

c. Email: slindsey@cityofmaryesther.com

d. Phone #: (850) 471-9144

10. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None ☑

a. First Name: Last Name:

b. Firm:

c. Email:

d. Phone #:

11. Organization or Name of entity receiving funds:

    a. Name: City of Mary Esther

    b. County (County where funds are to be expended) Okaloosa

    c. Service Area (Counties being served by the service(s) provided with funding)

    City of Mary Esther within Okaloosa County

12. What type of organization is the entity that will receive the funds?

    Local Government

    If other, please describe:

13. What is the specific purpose or goal that will be achieved by the funds being requested?

    The funds will achieve comprehensive improvement in system reliability, fire protection, water quality, and water pressure for residents and businesses along the critical eastern segment of the Highway 98 corridor.

14. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Total should equal 4d, Col. F) Enter '0' if request is zero for the category
Administrative Costs		
Executive Director/Project Head Salary and Benefits		0
Other Salary and Benefits		0
Expense/Equipment/ Travel/Supplies/Other		0
Consultants/ Contracted Services/ Study		0
Operational Costs		
Salaries and Benefits		0
Expenses/Equipment/ Travel/Supplies/Other		0
Consultants/ Contracted Services/ Study		0
Fixed Capital Construction/Major Renovation		
Construction/Renovation/ Land/Planning Engineering	Funds will cover the design, easement acquisition, construction administration, construction and replacement of parallel 2" and 6" water mains with one 8" water main, fire hydrants, and isolation valves for the eastern segment of the Highway 98 corridor (Andalusia Drive to the eastern City limits).	3,100,000
Total Requested		3,100,000

15. For Fixed Capital Costs requested in Question 14, what type of ownership will the facility be under when complete?

Local Government

If other, please describe:

100 maximum characters allowed

16. Is the project request an information technology project? ○ Yes ◉ No ***Water projects skip to #17***

a. Will this information technology project be managed within a state agency to support state agency program goals? ○ Yes ○ No

b. What is the total cost (all years) to design and build the project?

c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?

d. Has the state agency indicated it has sufficient funds for the ongoing annual recurring costs within its current operating budget? ○ Yes ○ No

e. What are the specific business objectives or needs the IT project is intended to address?

400 maximum characters allowed

f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

100 maximum characters allowed

17. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing or other expressions of support? ◉ Yes ○ No

Please describe:

Yes, this project is included in the City of Mary Esther Capital Improvement Plan, which is presented to and approved by the City Council. Further support is documented in the Asset Management Plan approved in 2024 by Council resolution.

18. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served? ◉ Yes ○ No

Please describe:

Jacobs Engineering completed a study detailing the cost of the main replacement. This study is currently being revised following the award of the FDEP Pilot Water Grant for Local Government (Agreement NW007). If funded, this appropriation would finalize the entire main replacement and system upgrades along Highway 98, including the relocation of the existing aged water line out of the Highway 98.

19. Will the requested funds be used directly for services to citizens? (•) Yes ( ) No ***Water projects skip to #20***

a. What are the activities and services that will be provided to meet the purpose of the funds?

Activities include the design, easement acquisition, and construction of the water main along highway 98 from Andalusia Drive to eastern limits.

b. Describe the direct services to be provided to the citizens by the funding requested.

Drinking water and fire protection.

c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups"). Select all that apply to the target population:

- [ ] Elderly persons
- [ ] Persons with poor mental health
- [ ] Persons with poor physical health
- [ ] Jobless persons
- [ ] Economically disadvantaged persons
- [ ] At-risk youth
- [ ] Homeless
- [ ] Developmentally disabled
- [ ] Physically disabled
- [ ] Drug users (in health services)
- [ ] Preschool students
- [ ] Grade school students
- [ ] High school students
- [ ] University/College students
- [ ] Currently or formerly incarcerated persons
- [ ] Drug offenders (in criminal Justice)
- [ ] Victims of crime
- [x] General (The majority of funds will benefit no specific group)
- [ ] Other, please describe:

Required if 18c - Other is checked (100 maximum characters allowed)

d. How many in the target population are expected to be served? 201-400

20. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies):

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve physical health	Provide safe drinking water and improved fire protection to approximately 300 water customers including residential, government, and commercial entities.	Recorded water line breaks due to aging infrastructure, reduced water loss from breaks due to having new system valves allowing Mary Esther to isolate and fix problems, improve capacity and pressure in the lines to help with future economic development and fire protection.
Improve mental health		
Enrich cultural experience		
Improve agricultural production/ promotion/education		
Improve quality of education		
Enhance/preserve/improve environmental or fish and wildlife quality	.	
Protect the general public from harm (environmental, criminal, etc.)	Improve water quality and and fire protection with newer lines with higher capactity and new hydrants.	Reduced water breaks due to location of new lines with greater capacity outside of the Highway 98 right or way. Measured by number of new water line breaks, water loss, and capacity and pressure increases with up sized lines.

The Florida House of Representatives

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Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve transportation conditions	Less disruption of traffic along Highway 98 due to water line being relocated outside of right of way. Currently water line breaks causes one or more lanes to be closed disrupting traffic through Mary Esther and Hurlburt Field.	Number of Lane closures due to water line breaks.
Increase or improve economic activity	Improved lines will allow for more development along Highway 98 which is currently limited by the size of the lines and difficulty connecting to the aged system and pressure needed for sprinkler systems.	Verified through pressure and flow testing.
Increase tourism	Improved water lines will although for new business creation along the Santa Rosa Sound in Mary Esther.	Measured by new tourism related businesses opened.
Create specific immediate job opportunities	New businesses along this water main will create more jobs for lodging, rentals, and restaurants.	Measured from business tax receipts and hotel tax.
Enhance specific individual's economic self sufficiency		
Reduce recidivism		
Reduce substance abuse		

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Divert from Criminal/ Juvenile Justice System		
Improve wastewater management		
Improve stormwater management		
Improve groundwater quality	Less water loss will lead to less usage of the Florida Aquifer .	Tracked by water loss reports. Fewer breakages and ability to isolate breakages that due occur will lead to less need of the Florida Aquifer.
Improve drinking water quality	The current lines are very old being installed shortly after WWII these lines are rusty and cause discolored drinking water. The new line will improve drinking water quality.	Measured by the complaints we are currently getting from dirty drinking water and having to flush dead ends along this corridor each month.
Improve surface water quality		
Other (Please describe)		

The questions below are additional questions for water projects only

21. Have you applied for alternative state funding? Select all that apply:
    a. ☐ Wastewater Revolving Loan
    b. ☐ Drinking Water Revolving Loan
    c. ☐ Small Community Wastewater Treatment Grant
    d. ☐ Resilient Florida Grant
    e. ☐ Water Quality Improvement Grant
    f. ☑ Other (Please describe) State Water Pilot Grant under NW007 Grant Agreement
    g. ☐ N/A

22. What is the population economic status?
    a. ○ Financially Disadvantaged Municipality
    b. ○ Rural Area of Critical Economic Concern
    c. ○ Rural Community Experiencing Economic Distress
    d. ◉ N/A

23. What is the status of construction?
    a. ○ Ready
    b. ◉ Not Ready

24. What percentage of construction has been completed?
    0%

25. What is the estimated completion date of construction?
    12/31/2028

AGENDA ITEM

Agenda Item 11.6.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: November 3, 2025

SUBJECT: Consideration of City Manager Contract Amendment

BACKGROUND:
On October 6, the City Council approved a salary adjustment for the City Manager position. Additionally, the City Council agreed to consider an amendment to the contract to allow the position to engage in limited outside consulting or teaching. The City Attorney was requested to provide a contract amendment for review and consideration at the November 3 City Council meeting.

DISCUSSION:
City Attorney Hayward Dykes has provided the attached amendment for City Council review and consideration.

FINANCIAL IMPACT:
None.

RECOMMENDATION:
The attached First Amendment to Employment Agreement is presented for City Council review and consideration.

ATTACHMENT(S):
1. First Amendment to Employment Agreement

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment, is made and entered into on upon the last date and signature as set forth below, between the City of Mary Esther, Florida, a municipal corporation ("City"), and Jared B. Cobb ("Manager"), amending the Manager's Employment Agreement Section 8 of the Manager's Employment Agreement as follows:

SECTION 8: OUTSIDE EMPLOYMENT

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

The City Manager shall devote a majority of his working time, attention, and energy to the business and affairs of the City of Mary Esther and to the performance of his duties as City Manager as set forth in this Agreement, city charter, and as provided by the City Council.

However, the City Manager may engage in consultative work, speaking engagements, writing, lecturing, or other professional activities ("outside activities"), whether compensated or not, provided that such outside activities do not interfere with or conflict with the proper and efficient performance of his duties under this Agreement. All such outside activities shall be conducted on the City Manager's personal time and should be done on the Manger's own devices and equipment and shall not detract from or conflict with his responsibilities to the City.

In undertaking any such outside activities, the City Manager shall act as an independent contractor and not as an employee or representative of the City. Nothing in this Agreement shall prohibit the City Manager from identifying himself by his official title as *City Manager of the City of Mary Esther* in connection with such professional outside activities. All compensation or benefits derived from such outside activities shall belong solely to the City Manager.

NO OTHER MODIFICATIONS

Except as expressly provided in this First Amendment, all other terms, conditions, and provisions of the Employment Agreement between the City of Mary Esther and the City Manager, shall remain unchanged and in full force and effect and are hereby ratified and confirmed.

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

City of Mary Esther, Florida

_____ By: _____

Jared B. Cobb, City Manager Chris Stein, Mayor

Date:_____ Date:_____

Attest: Approved as to form and legal sufficiency

_____ By: _____

Dillon Morris, City Clerk Hayward Dykes Jr., City Attorney