# Agenda
# Regular Meeting
# of the Mary Esther City Council
# December 8, 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. **Update: Status of School Zone Speed Enforcement Program**
7. **CONSENT AGENDA**
   - 7.1. **Financial Report**
   - 7.2. **Public Works Report**
   - 7.3. **Library Report**
   - 7.4. **Fire Department Report**
   - 7.5. **Community Development Report**
   - 7.6. **Jacobs Report**
   - 7.7. **Law Enforcement Report**
   - 7.8. **Minutes of the November 3rd, 2025, Regular Council Meeting**
   - 7.9. **Minutes of the November 17th, 2025, Local Planning Agency Meeting**
   - 7.10. **Minutes of the November 17th, 2025, Special Council Meeting**
8. **CITIZENS WHO HAVE REQUESTED TO BE PLACED ON THE AGENDA**
9. **PUBLIC COMMENT (NON-AGENDA ITEMS)**
10. **UNFINISHED BUSINESS**
    - 10.1. **Big Box Retail/ Grocery Market Major Preliminary Development Order**
11. **NEW BUSINESS**
    - 11.1. **Discussion: Annual Veterans Day Celebration and Parade**
    - 11.2. **Consideration: Selection of Citizen of the Year Nominee**
    - 11.3. **Ratification: Emergency Purchase for Hurlburt Field Effluent Pump Station Repair**
    - 11.4. **Resolution 25-22: Approval of Animal Control Services Agreement with Panhandle Animal Welfare Society**
    - 11.5. **Resolution 25-23: Approval of Managed IT and Cybersecurity Contract with Digital Boardwalk**
    - 11.6. **Consideration: Purchase Order for City Hall Sidewalk and Curb Improvements**
    - 11.7. **Consideration: Purchase Order for City Hall Hurricane Shutters from Storm Force Shutters**
    - 11.8. **Consideration: Purchase Order for City Hall Furniture from ImageWorks Commercial Interiors**
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.**

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

**FROM:**

**DATE:** December 8, 2025

**SUBJECT:** Update: Status of School Zone Speed Enforcement Program

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**BACKGROUND:**
This item was requested by Mayor Stein.

**DISCUSSION:**

**FINANCIAL IMPACT:**

**RECOMMENDATION:**

**ATTACHMENT(S):**

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

| BMS Account | GENERAL FUND BANK | Summary of Investments 10/31/2025 | Fund | INTEREST RATE | Purpose of Acct. |
|---|---|---|---|---|---|
| 101251 | FNBT BANK | $140,700.00 | 410 | 0.00% | Cust. Utility Deposits Acct. |
| 104300 | GEN FUND FLORIDA PRIME | $2,469,804.44 | 1 | 4.29% | GF Savings/Investment |
| 104400 | W/S FUND FLORIDA PRIME | $357,597.11 | 410 | 4.29% | W/S Savings/Investment |
| 101001 | FNBT BANK | $11,777,854.52 | 1 & 410 | 4.11% | Operating Acct. |
| 101210 | FNBT BANK | $0.00 | 1 | 0.00% | Payroll Account |
| 101001 | FNBT BANK | $8,006.53 | 1 | 0.00% | HRA Account |
| 101001 | FNBT BANK | $1,712,309.91 | 1 & 410 | 4.11% | Money Market Account |
| 104301 | FLCLASS | $554,984.74 | 1 | 4.23% | GF Investment |
| 104302 | AMERIS BANK | $6,566.41 | 1 | 0.00% | GF Investment |
| | | **$17,027,823.66** | | | |

| | |
|---|---|
| **FY25-26 ESTIMATED BEGINNING GENERAL FUND UNRESTRICTED CASH** | $4,834,515 |
| FY2026 Budget deficit | ($2,298,674) |
| **ESTIMATED GENERAL FUND TOTAL UNRESTRICTED CASH** | **$2,535,841** |
| **FY25-26 ESTIMATED BEGINNING W/S FUND UNRESTRICTED CASH** | $5,262,744 |
| FY2026 Budget deficit | ($298,791) |
| **ESTIMATED W/S FUND TOTAL UNRESTRICTED CASH** | **$4,963,953** |
| **25-26 ESTIMATED BEGINNING DISCRETIONARY SALES SURTAX REVENUE FUND** | $1,789,035 |
| FY2026 Revenues | $570,000 |
| FY2026 Expenditures | ($2,359,035.00) |
| **ESTIMATED DISCRETIONARY SALES SURTAX FUND BALANCE** | **$0** |
| **GRAND TOTAL ALL FUNDS:** | **$7,499,794** |

**RESTRICTED REVENUES:**

| | |
|---|---|
| **IMPACT FEE REVENUE AVAILABLE FOR RELATED EXPENSES** | |
| Fire Protection | $1,731 |
| Law Enforcement | $13,255 |
| Stormwater | $43,065 |
| Transportation | $71,677 |
| Parks & Recreation | $37,050 |
| Water & Sewer | $10,983 |
| **TOTAL** | **$177,761** |
| **OTHER RESTRICTED REVENUE** | |
| Committed to natural disaster relief | $2,127,498 |
| **TOTAL** | **$2,127,498** |
| **TOTAL RESTRICTED REVENUES** | **$2,305,259** |

City of Mary Esther, FL

# Budget vs Actuals

## Account Summary

For Fiscal: 2025-2026 Period Ending: 10/31/2025

| | | 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 | 2,287,397.00 | 2,287,397.00 | 0.00 | 0.00 | 0.00 | 2,287,397.00 |
| 001-00-311200 | AD VALOREM TAXES-DELQ | 65,000.00 | 65,000.00 | 0.00 | 0.00 | 0.00 | 65,000.00 |
| 001-00-312130 | TOURIST DEVELOPMENT TAX | 546,061.00 | 546,061.00 | 0.00 | 0.00 | 0.00 | 546,061.00 |
| 001-00-312410 | FIRST LOCAL OPTION FUEL TAX | 185,000.00 | 185,000.00 | 0.00 | 0.00 | 0.00 | 185,000.00 |
| 001-00-314100 | UTILITY TAXES-ELECTRIC | 235,000.00 | 235,000.00 | 0.00 | 0.00 | 0.00 | 235,000.00 |
| 001-00-314200 | UTILITY TAXES-COMMUNICATION SE... | 200,000.00 | 200,000.00 | 0.00 | 0.00 | 0.00 | 200,000.00 |
| 001-00-314300 | UTILITY TAXES-WATER | 130,000.00 | 130,000.00 | 10,801.71 | 10,801.71 | 10,801.71 | 119,198.29 |
| 001-00-314400 | UTILITY TAXES-GAS | 43,000.00 | 43,000.00 | 0.00 | 0.00 | 0.00 | 43,000.00 |
| 001-00-314800 | UTILITY TAXES -PROPANE GAS | 200.00 | 200.00 | 0.00 | 0.00 | 0.00 | 200.00 |
| 001-00-316010 | BUSINESS TAX - PENALTY INT | 900.00 | 900.00 | 535.00 | 535.00 | 535.00 | 365.00 |
| 001-00-316100 | BUSINESS TAX | 99,000.00 | 99,000.00 | 14,875.00 | 14,875.00 | 14,875.00 | 84,125.00 |
| 001-00-322000 | BUILDING PERMITS | 100,000.00 | 100,000.00 | 1,823.30 | 1,823.30 | 1,823.30 | 98,176.70 |
| 001-00-323100 | ELECTRICITY FRANCHISE FEES | 210,000.00 | 210,000.00 | 0.00 | 0.00 | 0.00 | 210,000.00 |
| 001-00-323400 | GAS FRANCHISE FEES | 40,000.00 | 40,000.00 | 0.00 | 0.00 | 0.00 | 40,000.00 |
| 001-00-324120 | IMPACT FEES-FIRE PROTECTION | 0.00 | 0.00 | 387.00 | 387.00 | 387.00 | -387.00 |
| 001-00-324125 | IMPACT FEES-LAW ENFORCEMENT | 0.00 | 0.00 | 323.00 | 323.00 | 323.00 | -323.00 |
| 001-00-329050 | TRACKING FEES | 2,000.00 | 2,000.00 | 540.00 | 540.00 | 540.00 | 1,460.00 |
| 001-00-335120 | STATE REVENUE SHARING PROCEEDS | 198,000.00 | 198,000.00 | 18,254.74 | 18,254.74 | 18,254.74 | 179,745.26 |
| 001-00-335150 | ALCOHOLIC BEVERAGE LICENSES | 500.00 | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 |
| 001-00-335180 | LOCAL GOVERNMENT 1/2 SALES TAX | 515,000.00 | 515,000.00 | 0.00 | 0.00 | 0.00 | 515,000.00 |
| 001-00-338200 | INTERGOV REV-COUNTY BUSINESS TAX | 3,000.00 | 3,000.00 | 960.71 | 960.71 | 960.71 | 2,039.29 |
| 001-00-338210 | INTERGOV REV - LIBRARY COOP | 66,000.00 | 66,000.00 | 16,320.50 | 16,320.50 | 16,320.50 | 49,679.50 |
| 001-00-341901 | FIRE DEPARTMENT FEES | 14,000.00 | 14,000.00 | 421.50 | 421.50 | 421.50 | 13,578.50 |
| 001-00-341910 | PLAN REVIEW | 0.00 | 0.00 | 335.00 | 335.00 | 335.00 | -335.00 |
| 001-00-342510 | FINAL INSPECTION | 500.00 | 500.00 | 230.00 | 230.00 | 230.00 | 270.00 |
| 001-00-342910 | IMPACT FEE- STORMWATER | 0.00 | 0.00 | 300.00 | 300.00 | 300.00 | -300.00 |
| 001-00-344220 | BOAT LAUNCH ANNUAL PERMIT | 500.00 | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 |
| 001-00-344901 | FLORIDA DOT | 63,169.00 | 63,169.00 | 0.00 | 0.00 | 0.00 | 63,169.00 |
| 001-00-344910 | IMPACT FEE- TRANSPORTATION | 0.00 | 0.00 | 1,500.00 | 1,500.00 | 1,500.00 | -1,500.00 |
| 001-00-347210 | IMPACT FEE- PARKS & RECREATION | 0.00 | 0.00 | 150.00 | 150.00 | 150.00 | -150.00 |
| 001-00-349100 | LIEN SEARCH FEE | 1,500.00 | 1,500.00 | 160.00 | 160.00 | 160.00 | 1,340.00 |
| 001-00-351100 | COURT FINES | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 0.00 | 6,000.00 |
| 001-00-352000 | LIBRARY FINES/LOST BOOKS | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 001-00-354100 | VIOLATION OF LOCAL ORDINANCE | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 |
| 001-00-361000 | INTEREST AND OTHER EARNINGS | 0.00 | 0.00 | 0.79 | 0.79 | 0.79 | -0.79 |
| 001-00-361100 | INTEREST INCOME | 200,000.00 | 200,000.00 | 26,733.75 | 26,733.75 | 26,733.75 | 173,266.25 |
| 001-00-365100 | SCRAP SALES | 0.00 | 0.00 | 180.00 | 180.00 | 180.00 | -180.00 |
| 001-00-366010 | DONATIONS & CONTRIBUTIONS LIBR... | 5,700.00 | 5,700.00 | 0.00 | 0.00 | 0.00 | 5,700.00 |
| 001-00-369900 | MISCELLANEOUS REVENUE - OTHER | 0.00 | 0.00 | 3,000.74 | 3,000.74 | 3,000.74 | -3,000.74 |
| 001-00-381000 | INTERFUND TRANSFER | 2,438,889.00 | 2,438,889.00 | 0.00 | 0.00 | 0.00 | 2,438,889.00 |
| 001-00-389400 | GRANTS - OTHER SOURCES | 680,000.00 | 680,000.00 | 0.00 | 0.00 | 0.00 | 680,000.00 |
| | **Department: 00 - UNDESIGNATED Total:** | **8,338,816.00** | **8,338,816.00** | **97,832.74** | **97,832.74** | **97,832.74** | **8,240,983.26** |
| | **Revenue Total:** | **8,338,816.00** | **8,338,816.00** | **97,832.74** | **97,832.74** | **97,832.74** | **8,240,983.26** |

| | | 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 | 1,850.00 | 1,850.00 | 24,550.00 |
| 001-11-51100-2110 | SOCIAL SECURITY TAXES | 1,637.00 | 1,637.00 | 114.70 | 114.70 | 114.70 | 1,522.30 |
| 001-11-51100-2410 | WORKER'S COMPENSATION | 600.00 | 600.00 | 89.47 | 89.47 | 89.47 | 510.53 |
| 001-11-51100-3000 | MEDICARE INSURANCE | 383.00 | 383.00 | 26.85 | 26.85 | 26.85 | 356.15 |
| 001-11-51100-3100 | PROFESSIONAL SERVICES | 11,000.00 | 11,000.00 | 433.50 | 433.50 | 1,445.00 | 9,555.00 |
| 001-11-51100-4010 | TRAVEL & PER DIEM | 16,700.00 | 16,700.00 | 70.00 | 70.00 | 70.00 | 16,630.00 |
| 001-11-51100-4655 | COMPUTER HARDWARE & SOFTWARE... | 500.00 | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 |
| 001-11-51100-4810 | TROPHIES AND AWARDS | 800.00 | 800.00 | 0.00 | 0.00 | 0.00 | 800.00 |
| 001-11-51100-4930 | TRAINING | 4,500.00 | 4,500.00 | 0.00 | 0.00 | 0.00 | 4,500.00 |
| 001-11-51100-4940 | ELECTION EXPENSES | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 0.00 | 3,000.00 |
| 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 | 7,650.00 | 7,650.00 | 237.00 | 237.00 | 237.00 | 7,413.00 |
| 001-11-51100-5290 | OPERATING SUPPLIES | 1,504.00 | 1,504.00 | 0.00 | 0.00 | 0.00 | 1,504.00 |
| 001-11-51100-5410 | BOOKS, PUBS, SUBS & MEMBS | 4,867.00 | 4,867.00 | 3,907.00 | 3,907.00 | 3,907.00 | 960.00 |
| **Department: 11 - MAYOR AND CITY COUNCIL Total:** | | **79,841.00** | **79,841.00** | **6,728.52** | **6,728.52** | **7,740.02** | **72,100.98** |
| **Activity: 51100 - LEGISLATIVE Total:** | | **79,841.00** | **79,841.00** | **6,728.52** | **6,728.52** | **7,740.02** | **72,100.98** |
| **Activity: 51200 - EXECUTIVE** | | | | | | | |
| **Department: 12 - CITY MANAGER** | | | | | | | |
| 001-12-51200-1210 | SALARIES | 183,509.00 | 183,509.00 | 14,428.35 | 14,428.35 | 14,428.35 | 169,080.65 |
| 001-12-51200-2110 | SOCIAL SECURITY TAXES | 11,378.00 | 11,378.00 | 895.30 | 895.30 | 895.30 | 10,482.70 |
| 001-12-51200-2210 | RETIREMENT | 25,691.00 | 25,691.00 | 2,021.64 | 2,021.64 | 2,021.64 | 23,669.36 |
| 001-12-51200-2310 | EMPLOYEE INSURANCE | 26,697.00 | 26,697.00 | 4,307.57 | 4,307.57 | 4,307.57 | 22,389.43 |
| 001-12-51200-2410 | WORKER'S COMPENSATION | 170.00 | 170.00 | 25.33 | 25.33 | 25.33 | 144.67 |
| 001-12-51200-3000 | MEDICARE INSURANCE | 2,661.00 | 2,661.00 | 209.43 | 209.43 | 209.43 | 2,451.57 |
| 001-12-51200-4010 | TRAVEL & PER DIEM | 4,500.00 | 4,500.00 | 0.00 | 0.00 | 0.00 | 4,500.00 |
| 001-12-51200-4110 | TELEPHONE & INTERNET | 360.00 | 360.00 | 0.00 | 0.00 | 0.00 | 360.00 |
| 001-12-51200-4930 | TRAINING | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 0.00 | 3,000.00 |
| 001-12-51200-5290 | OPERATING SUPPLIES | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 |
| 001-12-51200-5410 | BOOKS, PUBS, SUBS & MEMBS | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| **Department: 12 - CITY MANAGER Total:** | | **261,466.00** | **261,466.00** | **21,887.62** | **21,887.62** | **21,887.62** | **239,578.38** |
| **Activity: 51200 - EXECUTIVE Total:** | | **261,466.00** | **261,466.00** | **21,887.62** | **21,887.62** | **21,887.62** | **239,578.38** |
| **Activity: 51300 - FINANCE** | | | | | | | |
| **Department: 13 - ADMINISTRATIVE SERVICES** | | | | | | | |
| 001-13-51300-1210 | SALARIES | 78,116.00 | 78,116.00 | 6,111.11 | 6,111.11 | 6,111.11 | 72,004.89 |
| 001-13-51300-2110 | SOCIAL SECURITY TAXES | 4,843.00 | 4,843.00 | 378.93 | 378.93 | 378.93 | 4,464.07 |
| 001-13-51300-2210 | RETIREMENT | 10,936.00 | 10,936.00 | 784.16 | 784.16 | 784.16 | 10,151.84 |
| 001-13-51300-2310 | EMPLOYEE INSURANCE | 16,995.00 | 16,995.00 | 2,831.67 | 2,831.67 | 2,831.67 | 14,163.33 |
| 001-13-51300-2410 | WORKER'S COMPENSATION | 70.00 | 70.00 | 11.93 | 11.93 | 11.93 | 58.07 |
| 001-13-51300-3000 | MEDICARE INSURANCE | 1,133.00 | 1,133.00 | 88.66 | 88.66 | 88.66 | 1,044.34 |
| 001-13-51300-3210 | ACCOUNTING AND AUDITING | 28,500.00 | 28,500.00 | 0.00 | 0.00 | 0.00 | 28,500.00 |
| 001-13-51300-4010 | TRAVEL & PER DIEM | 4,000.00 | 4,000.00 | 0.00 | 0.00 | 0.00 | 4,000.00 |
| 001-13-51300-4710 | PRINTING & BINDING | 1,900.00 | 1,900.00 | 105.61 | 105.61 | 105.61 | 1,794.39 |
| 001-13-51300-4921 | BANK FEES | 1,000.00 | 1,000.00 | 50.00 | 50.00 | 50.00 | 950.00 |
| 001-13-51300-4930 | TRAINING | 2,500.00 | 2,500.00 | 150.00 | 150.00 | 150.00 | 2,350.00 |
| 001-13-51300-4946 | LEGAL & RETAIL ADVERTISEMENTS | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 001-13-51300-5290 | OPERATING SUPPLIES | 1,100.00 | 1,100.00 | 0.00 | 0.00 | 0.00 | 1,100.00 |
| 001-13-51300-5410 | BOOKS, PUBS, SUBS & MEMBS | 855.00 | 855.00 | 0.00 | 0.00 | 0.00 | 855.00 |
| **Department: 13 - ADMINISTRATIVE SERVICES Total:** | | **153,448.00** | **153,448.00** | **10,512.07** | **10,512.07** | **10,512.07** | **142,935.93** |
| **Activity: 51300 - FINANCE Total:** | | **153,448.00** | **153,448.00** | **10,512.07** | **10,512.07** | **10,512.07** | **142,935.93** |
| **Activity: 51310 - HUMAN RESOURCES** | | | | | | | |
| **Department: 13 - ADMINISTRATIVE SERVICES** | | | | | | | |
| 001-13-51310-1210 | SALARIES | 14,238.00 | 14,238.00 | 1,088.79 | 1,088.79 | 1,088.79 | 13,149.21 |
| 001-13-51310-2110 | SOCIAL SECURITY TAXES | 883.00 | 883.00 | 67.50 | 67.50 | 67.50 | 815.50 |
| 001-13-51310-2210 | RETIREMENT | 1,993.00 | 1,993.00 | 152.42 | 152.42 | 152.42 | 1,840.58 |

| | | Original Total Budget | Current Total Budget | MTD Activity | YTD Activity | YTD Activity + Encumbrances | Budget Remaining |
|---|---|---|---|---|---|---|---|
| 001-13-51310-2220 | RETIRED EMPLOYEE LIFE INSURANCE | 900.00 | 900.00 | 111.60 | 111.60 | 111.60 | 788.40 |
| 001-13-51310-2230 | RETIRED EMPLOYEE DENTAL INSURA... | 4,660.00 | 4,660.00 | 688.38 | 688.38 | 688.38 | 3,971.62 |
| 001-13-51310-2310 | EMPLOYEE INSURANCE | 3,020.00 | 3,020.00 | 493.19 | 493.19 | 493.19 | 2,526.81 |
| 001-13-51310-2410 | WORKER'S COMPENSATION | 20.00 | 20.00 | 2.98 | 2.98 | 2.98 | 17.02 |
| 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 | 206.00 | 206.00 | 15.77 | 15.77 | 15.77 | 190.23 |
| 001-13-51310-3100 | PROFESSIONAL SERVICES | 13,645.00 | 13,645.00 | 0.00 | 0.00 | 0.00 | 13,645.00 |
| 001-13-51310-4010 | TRAVEL & PER DIEM | 2,500.00 | 2,500.00 | 0.00 | 0.00 | 0.00 | 2,500.00 |
| 001-13-51310-4015 | RECRUITMENT | 2,500.00 | 2,500.00 | 0.00 | 0.00 | 0.00 | 2,500.00 |
| 001-13-51310-4540 | EMPLOYEE APPRECIATION | 7,500.00 | 7,500.00 | 500.00 | 500.00 | 3,466.16 | 4,033.84 |
| 001-13-51310-4710 | PRINTING & BINDING | 900.00 | 900.00 | 0.00 | 0.00 | 0.00 | 900.00 |
| 001-13-51310-4930 | TRAINING | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 001-13-51310-4934 | TUITION | 36,750.00 | 36,750.00 | 0.00 | 0.00 | 0.00 | 36,750.00 |
| 001-13-51310-4946 | LEGAL & RETAIL ADVERTISEMENTS | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 001-13-51310-5290 | OPERATING SUPPLIES | 500.00 | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 |
| 001-13-51310-5410 | BOOKS, PUBS, SUBS & MEMBS | 750.00 | 750.00 | 0.00 | 0.00 | 0.00 | 750.00 |
| **Department: 13 - ADMINISTRATIVE SERVICES Total:** | | **98,965.00** | **98,965.00** | **3,120.63** | **3,120.63** | **6,086.79** | **92,878.21** |
| **Activity: 51310 - HUMAN RESOURCES Total:** | | **98,965.00** | **98,965.00** | **3,120.63** | **3,120.63** | **6,086.79** | **92,878.21** |
| **Activity: 51400 - LEGAL** | | | | | | | |
| **Department: 14 - CITY ATTORNEY** | | | | | | | |
| 001-14-51400-3111 | LEGAL COUNSEL | 65,000.00 | 65,000.00 | 0.00 | 0.00 | 0.00 | 65,000.00 |
| **Department: 14 - CITY ATTORNEY Total:** | | **65,000.00** | **65,000.00** | **0.00** | **0.00** | **0.00** | **65,000.00** |
| **Activity: 51400 - LEGAL Total:** | | **65,000.00** | **65,000.00** | **0.00** | **0.00** | **0.00** | **65,000.00** |
| **Activity: 51500 - PLANNING AND ZONING** | | | | | | | |
| **Department: 30 - COMMUNITY DEVELOPMENT** | | | | | | | |
| 001-30-51500-1210 | SALARIES | 109,256.00 | 109,256.00 | 8,117.89 | 8,117.89 | 8,117.89 | 101,138.11 |
| 001-30-51500-2110 | SOCIAL SECURITY TAXES | 6,774.00 | 6,774.00 | 503.35 | 503.35 | 503.35 | 6,270.65 |
| 001-30-51500-2210 | RETIREMENT | 15,296.00 | 15,296.00 | 940.47 | 940.47 | 940.47 | 14,355.53 |
| 001-30-51500-2310 | EMPLOYEE INSURANCE | 21,140.00 | 21,140.00 | 3,458.34 | 3,458.34 | 3,458.34 | 17,681.66 |
| 001-30-51500-2410 | WORKER'S COMPENSATION | 320.00 | 320.00 | 10.44 | 10.44 | 10.44 | 309.56 |
| 001-30-51500-3000 | MEDICARE INSURANCE | 1,584.00 | 1,584.00 | 117.74 | 117.74 | 117.74 | 1,466.26 |
| 001-30-51500-3100 | PROFESSIONAL SERVICES | 115,000.00 | 115,000.00 | 0.00 | 0.00 | 0.00 | 115,000.00 |
| 001-30-51500-4010 | TRAVEL & PER DIEM | 2,900.00 | 2,900.00 | 175.00 | 175.00 | 175.00 | 2,725.00 |
| 001-30-51500-4522 | VEHICLE INSURANCE | 290.00 | 290.00 | 0.00 | 0.00 | 0.00 | 290.00 |
| 001-30-51500-4946 | LEGAL & RETAIL ADVERTISEMENTS | 7,500.00 | 7,500.00 | 0.00 | 0.00 | 0.00 | 7,500.00 |
| 001-30-51500-5110 | OFFICE SUPPLIES | 150.00 | 150.00 | 0.00 | 0.00 | 0.00 | 150.00 |
| 001-30-51500-5410 | BOOKS, PUBS, SUBS & MEMBS | 1,897.00 | 1,897.00 | 0.00 | 0.00 | 0.00 | 1,897.00 |
| **Department: 30 - COMMUNITY DEVELOPMENT Total:** | | **282,107.00** | **282,107.00** | **13,323.23** | **13,323.23** | **13,323.23** | **268,783.77** |
| **Activity: 51500 - PLANNING AND ZONING Total:** | | **282,107.00** | **282,107.00** | **13,323.23** | **13,323.23** | **13,323.23** | **268,783.77** |
| **Activity: 51600 - NON-COURT INFORMATION SYSTEMS** | | | | | | | |
| **Department: 16 - CITY CLERK** | | | | | | | |
| 001-16-51600-1210 | SALARIES | 82,340.00 | 82,340.00 | 6,293.60 | 6,293.60 | 6,293.60 | 76,046.40 |
| 001-16-51600-2110 | SOCIAL SECURITY TAXES | 5,105.00 | 5,105.00 | 390.20 | 390.20 | 390.20 | 4,714.80 |
| 001-16-51600-2210 | RETIREMENT | 11,528.00 | 11,528.00 | 881.09 | 881.09 | 881.09 | 10,646.91 |
| 001-16-51600-2310 | EMPLOYEE INSURANCE | 15,100.00 | 15,100.00 | 2,402.17 | 2,402.17 | 2,402.17 | 12,697.83 |
| 001-16-51600-2410 | WORKER'S COMPENSATION | 100.00 | 100.00 | 14.91 | 14.91 | 14.91 | 85.09 |
| 001-16-51600-3000 | MEDICARE INSURANCE | 1,194.00 | 1,194.00 | 91.27 | 91.27 | 91.27 | 1,102.73 |
| 001-16-51600-3100 | PROFESSIONAL SERVICES | 2,350.00 | 2,350.00 | 76.53 | 76.53 | 906.00 | 1,444.00 |
| 001-16-51600-4010 | TRAVEL & PER DIEM | 3,150.00 | 3,150.00 | 0.00 | 0.00 | 0.00 | 3,150.00 |
| 001-16-51600-4510 | NOTARY INSURANCE | 150.00 | 150.00 | 0.00 | 0.00 | 0.00 | 150.00 |
| 001-16-51600-4522 | VEHICLE INSURANCE | 500.00 | 500.00 | 215.00 | 215.00 | 215.00 | 285.00 |
| 001-16-51600-4610 | VEHICLE R & M | 500.00 | 500.00 | 0.00 | 0.00 | 213.72 | 286.28 |
| 001-16-51600-4930 | TRAINING | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 |
| 001-16-51600-4946 | LEGAL & RETAIL ADVERTISEMENTS | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 |
| 001-16-51600-5110 | OFFICE SUPPLIES | 850.00 | 850.00 | 0.00 | 0.00 | 0.00 | 850.00 |
| 001-16-51600-5210 | FUEL, OIL & LUBRICANTS | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 |
| 001-16-51600-5290 | OPERATING SUPPLIES | 1,300.00 | 1,300.00 | 0.00 | 0.00 | 0.00 | 1,300.00 |

| | | Original Total Budget | Current Total Budget | MTD Activity | YTD Activity | YTD Activity + Encumbrances | Budget Remaining |
|---|---|---|---|---|---|---|---|
| 001-16-51600-5410 | BOOKS, PUBS, SUBS & MEMBS | 800.00 | 800.00 | 0.00 | 0.00 | 0.00 | 800.00 |
| 001-16-51600-5416 | CODIFICATION | 3,500.00 | 3,500.00 | 275.63 | 275.63 | 275.63 | 3,224.37 |
| | **Department: 16 - CITY CLERK Total:** | **133,467.00** | **133,467.00** | **10,640.40** | **10,640.40** | **11,683.59** | **121,783.41** |
| | **Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:** | **133,467.00** | **133,467.00** | **10,640.40** | **10,640.40** | **11,683.59** | **121,783.41** |
| | **Activity: 51610 - INFORMATION TECHNOLOGY** | | | | | | |
| | **Department: 13 - ADMINISTRATIVE SERVICES** | | | | | | |
| 001-13-51610-3100 | PROFESSIONAL SERVICES | 38,500.00 | 38,500.00 | 0.00 | 0.00 | 0.00 | 38,500.00 |
| 001-13-51610-4110 | TELEPHONE & INTERNET | 27,140.00 | 27,140.00 | 418.92 | 418.92 | 418.92 | 26,721.08 |
| 001-13-51610-4655 | COMPUTER HARDWARE & SOFTWARE... | 98,371.00 | 98,371.00 | 6,539.89 | 6,539.89 | 6,539.89 | 91,831.11 |
| 001-13-51610-4660 | COPIER MAINTENANCE | 10,040.00 | 10,040.00 | 0.00 | 0.00 | 0.00 | 10,040.00 |
| 001-13-51610-6400 | COMPUTER SOFTWARE & EQUIPMENT | 40,000.00 | 40,000.00 | 0.00 | 0.00 | 0.00 | 40,000.00 |
| | **Department: 13 - ADMINISTRATIVE SERVICES Total:** | **214,051.00** | **214,051.00** | **6,958.81** | **6,958.81** | **6,958.81** | **207,092.19** |
| | **Activity: 51610 - INFORMATION TECHNOLOGY Total:** | **214,051.00** | **214,051.00** | **6,958.81** | **6,958.81** | **6,958.81** | **207,092.19** |
| | **Activity: 51900 - GENERAL GOVERNMENT** | | | | | | |
| | **Department: 99 - NON DEPARTMENTAL** | | | | | | |
| 001-99-51900-4100 | POSTAGE & SHIPPING | 4,200.00 | 4,200.00 | 395.97 | 395.97 | 395.97 | 3,804.03 |
| 001-99-51900-4520 | LIABILITY INSURANCE | 58,980.00 | 58,980.00 | 26,161.00 | 26,161.00 | 26,161.00 | 32,819.00 |
| 001-99-51900-5110 | OFFICE SUPPLIES | 4,000.00 | 4,000.00 | 0.00 | 0.00 | 0.00 | 4,000.00 |
| 001-99-51900-5410 | BOOKS, PUBS, SUBS & MEMBS | 600.00 | 600.00 | 0.00 | 0.00 | 0.00 | 600.00 |
| | **Department: 99 - NON DEPARTMENTAL Total:** | **67,780.00** | **67,780.00** | **26,556.97** | **26,556.97** | **26,556.97** | **41,223.03** |
| | **Activity: 51900 - GENERAL GOVERNMENT Total:** | **67,780.00** | **67,780.00** | **26,556.97** | **26,556.97** | **26,556.97** | **41,223.03** |
| | **Activity: 51910 - FACILITIES** | | | | | | |
| | **Department: 50 - PUBLIC WORKS** | | | | | | |
| 001-50-51910-1210 | SALARIES | 63,314.00 | 63,314.00 | 2,577.09 | 2,577.09 | 2,577.09 | 60,736.91 |
| 001-50-51910-1310 | PART-TIME SALARIES | 0.00 | 0.00 | -380.22 | -380.22 | -380.22 | 380.22 |
| 001-50-51910-1410 | OVERTIME | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 |
| 001-50-51910-2110 | SOCIAL SECURITY TAXES | 3,987.00 | 3,987.00 | 136.19 | 136.19 | 136.19 | 3,850.81 |
| 001-50-51910-2210 | RETIREMENT | 9,004.00 | 9,004.00 | 148.05 | 148.05 | 148.05 | 8,855.95 |
| 001-50-51910-2310 | EMPLOYEE INSURANCE | 19,665.00 | 19,665.00 | 2,470.80 | 2,470.80 | 2,470.80 | 17,194.20 |
| 001-50-51910-2410 | WORKER'S COMPENSATION | 2,620.00 | 2,620.00 | 317.90 | 317.90 | 317.90 | 2,302.10 |
| 001-50-51910-3000 | MEDICARE INSURANCE | 933.00 | 933.00 | 31.86 | 31.86 | 31.86 | 901.14 |
| 001-50-51910-3100 | PROFESSIONAL SERVICES | 18,000.00 | 18,000.00 | 1,197.04 | 1,197.04 | 1,512.79 | 16,487.21 |
| 001-50-51910-4010 | TRAVEL & PER DIEM | 500.00 | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 |
| 001-50-51910-4310 | ELECTRICITY | 40,000.00 | 40,000.00 | 0.00 | 0.00 | 0.00 | 40,000.00 |
| 001-50-51910-4320 | WATER | 12,600.00 | 12,600.00 | 0.00 | 0.00 | 0.00 | 12,600.00 |
| 001-50-51910-4330 | SOLID WASTE | 7,500.00 | 7,500.00 | 103.07 | 103.07 | 103.07 | 7,396.93 |
| 001-50-51910-4340 | NATURAL GAS | 3,500.00 | 3,500.00 | 47.53 | 47.53 | 47.53 | 3,452.47 |
| 001-50-51910-4410 | EQUIPMENT RENTAL | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 0.00 | 3,000.00 |
| 001-50-51910-4521 | PROPERTY INSURANCE | 38,000.00 | 38,000.00 | 15,349.00 | 15,349.00 | 15,349.00 | 22,651.00 |
| 001-50-51910-4522 | VEHICLE INSURANCE | 1,100.00 | 1,100.00 | 0.00 | 0.00 | 0.00 | 1,100.00 |
| 001-50-51910-4611 | BUILDING R & M | 20,000.00 | 20,000.00 | 2,554.28 | 2,554.28 | 5,843.28 | 14,156.72 |
| 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 | 7,000.00 | 7,000.00 | 45.00 | 45.00 | 45.00 | 6,955.00 |
| 001-50-51910-4930 | TRAINING | 1,000.00 | 1,000.00 | 103.00 | 103.00 | 103.00 | 897.00 |
| 001-50-51910-5110 | OFFICE SUPPLIES | 750.00 | 750.00 | 0.00 | 0.00 | 0.00 | 750.00 |
| 001-50-51910-5210 | FUEL, OIL, & LUBRICANTS | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 0.00 | 5,000.00 |
| 001-50-51910-5220 | UNIFORMS | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 |
| 001-50-51910-5221 | PERSONAL PROTECTIVE EQUIPMENT | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 |
| 001-50-51910-5230 | JANITORIAL SUPPLIES | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 0.00 | 3,000.00 |
| 001-50-51910-5231 | SEASONAL DECORATIONS | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 0.00 | 5,000.00 |
| 001-50-51910-5260 | TOOLS | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 |
| 001-50-51910-5270 | MACHINERY & EQUIPMENT | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 001-50-51910-5290 | OPERATING SUPPLIES | 7,500.00 | 7,500.00 | 130.85 | 130.85 | 130.85 | 7,369.15 |
| 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 | 101,000.00 | 101,000.00 | 35,374.12 | 35,374.12 | 432,166.02 | -331,166.02 |
| | **Department: 50 - PUBLIC WORKS Total:** | **382,073.00** | **382,073.00** | **60,205.56** | **60,205.56** | **460,602.21** | **-78,529.21** |
| | **Activity: 51910 - FACILITIES Total:** | **382,073.00** | **382,073.00** | **60,205.56** | **60,205.56** | **460,602.21** | **-78,529.21** |

| | | 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 | 321,061.00 | 321,061.00 | 26,755.01 | 26,755.01 | 26,755.01 | 294,305.99 |
| **Department: 20 - PUBLIC SAFETY Total:** | | **321,061.00** | **321,061.00** | **26,755.01** | **26,755.01** | **26,755.01** | **294,305.99** |
| **Activity: 52100 - LAW ENFORCEMENT Total:** | | **321,061.00** | **321,061.00** | **26,755.01** | **26,755.01** | **26,755.01** | **294,305.99** |
| **Activity: 52200 - FIRE** | | | | | | | |
| **Department: 20 - PUBLIC SAFETY** | | | | | | | |
| 001-20-52200-3405 | CONTRACT FOR SERVICES | 1,183,323.00 | 1,183,323.00 | 0.00 | 0.00 | 0.00 | 1,183,323.00 |
| **Department: 20 - PUBLIC SAFETY Total:** | | **1,183,323.00** | **1,183,323.00** | **0.00** | **0.00** | **0.00** | **1,183,323.00** |
| **Activity: 52200 - FIRE Total:** | | **1,183,323.00** | **1,183,323.00** | **0.00** | **0.00** | **0.00** | **1,183,323.00** |
| **Activity: 52400 - CODE COMPLIANCE** | | | | | | | |
| **Department: 30 - COMMUNITY DEVELOPMENT** | | | | | | | |
| 001-30-52400-1210 | SALARIES | 60,768.00 | 60,768.00 | 4,775.36 | 4,775.36 | 4,775.36 | 55,992.64 |
| 001-30-52400-2110 | SOCIAL SECURITY TAXES | 3,768.00 | 3,768.00 | 296.08 | 296.08 | 296.08 | 3,471.92 |
| 001-30-52400-2210 | RETIREMENT | 8,508.00 | 8,508.00 | 311.59 | 311.59 | 311.59 | 8,196.41 |
| 001-30-52400-2310 | EMPLOYEE INSURANCE | 12,080.00 | 12,080.00 | 1,993.12 | 1,993.12 | 1,993.12 | 10,086.88 |
| 001-30-52400-2410 | WORKER'S COMPENSATION | 710.00 | 710.00 | 356.07 | 356.07 | 356.07 | 353.93 |
| 001-30-52400-3000 | MEDICARE INSURANCE | 881.00 | 881.00 | 69.24 | 69.24 | 69.24 | 811.76 |
| 001-30-52400-4010 | TRAVEL & PER DIEM | 1,250.00 | 1,250.00 | 0.00 | 0.00 | 0.00 | 1,250.00 |
| 001-30-52400-4110 | TELEPHONE & INTERNET | 540.00 | 540.00 | 29.40 | 29.40 | 29.40 | 510.60 |
| 001-30-52400-4522 | VEHICLE INSURANCE | 350.00 | 350.00 | 204.00 | 204.00 | 204.00 | 146.00 |
| 001-30-52400-4610 | VEHICLE R & M | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 213.72 | 2,786.28 |
| 001-30-52400-4612 | FURNITURE/EQUIP. R & M | 500.00 | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 |
| 001-30-52400-4710 | PRINTING & BINDING | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 |
| 001-30-52400-4930 | TRAINING | 1,700.00 | 1,700.00 | 0.00 | 0.00 | 0.00 | 1,700.00 |
| 001-30-52400-5110 | OFFICE SUPPLIES | 200.00 | 200.00 | 0.00 | 0.00 | 0.00 | 200.00 |
| 001-30-52400-5210 | FUEL, OIL, & LUBRICANTS | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 001-30-52400-5220 | UNIFORMS | 500.00 | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 |
| 001-30-52400-5221 | PERSONAL PROTECTIVE EQUIPMENT | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 |
| 001-30-52400-5295 | OPERATING SUPPLIES/JANITORIAL | 150.00 | 150.00 | 0.00 | 0.00 | 0.00 | 150.00 |
| 001-30-52400-5410 | BOOKS, PUBS, SUBS & MEMBS | 585.00 | 585.00 | 0.00 | 0.00 | 0.00 | 585.00 |
| **Department: 30 - COMMUNITY DEVELOPMENT Total:** | | **97,190.00** | **97,190.00** | **8,034.86** | **8,034.86** | **8,248.58** | **88,941.42** |
| **Activity: 52400 - CODE COMPLIANCE Total:** | | **97,190.00** | **97,190.00** | **8,034.86** | **8,034.86** | **8,248.58** | **88,941.42** |
| **Activity: 52410 - BUILDING** | | | | | | | |
| **Department: 30 - COMMUNITY DEVELOPMENT** | | | | | | | |
| 001-30-52410-1210 | SALARIES | 51,170.00 | 51,170.00 | 3,911.36 | 3,911.36 | 3,911.36 | 47,258.64 |
| 001-30-52410-2110 | SOCIAL SECURITY TAXES | 3,173.00 | 3,173.00 | 242.46 | 242.46 | 242.46 | 2,930.54 |
| 001-30-52410-2210 | RETIREMENT | 7,164.00 | 7,164.00 | 402.44 | 402.44 | 402.44 | 6,761.56 |
| 001-30-52410-2310 | EMPLOYEE INSURANCE | 12,080.00 | 12,080.00 | 1,968.54 | 1,968.54 | 1,968.54 | 10,111.46 |
| 001-30-52410-2410 | WORKER'S COMPENSATION | 170.00 | 170.00 | 2.98 | 2.98 | 2.98 | 167.02 |
| 001-30-52410-3000 | MEDICARE INSURANCE | 742.00 | 742.00 | 56.69 | 56.69 | 56.69 | 685.31 |
| 001-30-52410-3100 | PROFESSIONAL SERVICES | 100,000.00 | 100,000.00 | 0.00 | 0.00 | 0.00 | 100,000.00 |
| **Department: 30 - COMMUNITY DEVELOPMENT Total:** | | **174,499.00** | **174,499.00** | **6,584.47** | **6,584.47** | **6,584.47** | **167,914.53** |
| **Activity: 52410 - BUILDING Total:** | | **174,499.00** | **174,499.00** | **6,584.47** | **6,584.47** | **6,584.47** | **167,914.53** |
| **Activity: 53800 - STORMWATER** | | | | | | | |
| **Department: 50 - PUBLIC WORKS** | | | | | | | |
| 001-50-53800-1210 | SALARIES | 97,167.00 | 97,167.00 | 7,693.77 | 7,693.77 | 7,693.77 | 89,473.23 |
| 001-50-53800-1310 | PART-TIME SALARIES | 9,056.00 | 9,056.00 | 622.30 | 622.30 | 622.30 | 8,433.70 |
| 001-50-53800-1410 | OVERTIME | 500.00 | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 |
| 001-50-53800-2110 | SOCIAL SECURITY TAXES | 6,617.00 | 6,617.00 | 513.92 | 513.92 | 513.92 | 6,103.08 |
| 001-50-53800-2210 | RETIREMENT | 13,673.00 | 13,673.00 | 635.29 | 635.29 | 635.29 | 13,037.71 |
| 001-50-53800-2310 | EMPLOYEE INSURANCE | 27,770.00 | 27,770.00 | 3,865.58 | 3,865.58 | 3,865.58 | 23,904.42 |
| 001-50-53800-2410 | WORKER'S COMPENSATION | 5,085.00 | 5,085.00 | 550.21 | 550.21 | 550.21 | 4,534.79 |
| 001-50-53800-3000 | MEDICARE INSURANCE | 1,547.00 | 1,547.00 | 120.33 | 120.33 | 120.33 | 1,426.67 |
| 001-50-53800-4010 | TRAVEL & PER DIEM | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 |
| 001-50-53800-4522 | VEHICLE INSURANCE | 1,050.00 | 1,050.00 | 0.00 | 0.00 | 0.00 | 1,050.00 |
| 001-50-53800-4615 | FENCING AND LANDSCAPING | 17,000.00 | 17,000.00 | 158.00 | 158.00 | 158.00 | 16,842.00 |

| | | Original Total Budget | Current Total Budget | MTD Activity | YTD Activity | YTD Activity + Encumbrances | Budget Remaining |
|---|---|---|---|---|---|---|---|
| 001-50-53800-4637 | CURBS/GUTTERS/STORM DRAINS R&M | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 0.00 | 20,000.00 |
| 001-50-53800-5295 | OPERATING SUPPLIES/JANITORIAL | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 0.00 | 5,000.00 |
| 001-50-53800-5410 | BOOKS, PUBS, SUBS & MEMBS | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 |
| 001-50-53800-6310 | INFRASTRUCTURE | 232,979.00 | 232,979.00 | 0.00 | 0.00 | 97,061.72 | 135,917.28 |
| 001-50-53800-6410 | MACHINERY & EQUIPMENT | 23,500.00 | 23,500.00 | 0.00 | 0.00 | 0.00 | 23,500.00 |
| | **Department: 50 - PUBLIC WORKS Total:** | **463,944.00** | **463,944.00** | **14,159.40** | **14,159.40** | **111,221.12** | **352,722.88** |
| | **Activity: 53800 - STORMWATER Total:** | **463,944.00** | **463,944.00** | **14,159.40** | **14,159.40** | **111,221.12** | **352,722.88** |
| **Activity: 54100 - STREETS** | | | | | | | |
| **Department: 50 - PUBLIC WORKS** | | | | | | | |
| 001-50-54100-1210 | SALARIES | 97,167.00 | 97,167.00 | 7,686.06 | 7,686.06 | 7,686.06 | 89,480.94 |
| 001-50-54100-1310 | PART-TIME SALARIES | 41,313.00 | 41,313.00 | 2,973.60 | 2,973.60 | 2,973.60 | 38,339.40 |
| 001-50-54100-1410 | OVERTIME | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 |
| 001-50-54100-2110 | SOCIAL SECURITY TAXES | 8,648.00 | 8,648.00 | 659.46 | 659.46 | 659.46 | 7,988.54 |
| 001-50-54100-2210 | RETIREMENT | 13,743.00 | 13,743.00 | 635.07 | 635.07 | 635.07 | 13,107.93 |
| 001-50-54100-2310 | EMPLOYEE INSURANCE | 27,770.00 | 27,770.00 | 3,873.00 | 3,873.00 | 3,873.00 | 23,897.00 |
| 001-50-54100-2410 | WORKER'S COMPENSATION | 7,985.00 | 7,985.00 | 2,420.60 | 2,420.60 | 2,420.60 | 5,564.40 |
| 001-50-54100-3000 | MEDICARE INSURANCE | 2,022.00 | 2,022.00 | 154.15 | 154.15 | 154.15 | 1,867.85 |
| 001-50-54100-3100 | PROFESSIONAL SERVICES | 8,500.00 | 8,500.00 | 0.00 | 0.00 | 0.00 | 8,500.00 |
| 001-50-54100-4010 | TRAVEL & PER DIEM | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 0.00 | 3,000.00 |
| 001-50-54100-4310 | ELECTRICITY | 60,000.00 | 60,000.00 | 0.00 | 0.00 | 0.00 | 60,000.00 |
| 001-50-54100-4320 | WATER | 600.00 | 600.00 | 0.00 | 0.00 | 0.00 | 600.00 |
| 001-50-54100-4330 | Solid Waste | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 0.00 | 15,000.00 |
| 001-50-54100-4410 | EQUIPMENT RENTAL | 2,500.00 | 2,500.00 | 0.00 | 0.00 | 0.00 | 2,500.00 |
| 001-50-54100-4522 | VEHICLE INSURANCE | 1,800.00 | 1,800.00 | 1,943.50 | 1,943.50 | 1,943.50 | -143.50 |
| 001-50-54100-4610 | VEHICLE R & M | 8,000.00 | 8,000.00 | 0.00 | 0.00 | 1,068.60 | 6,931.40 |
| 001-50-54100-4615 | FENCING AND LANDSCAPING | 2,500.00 | 2,500.00 | 0.00 | 0.00 | 0.00 | 2,500.00 |
| 001-50-54100-4623 | HEAVY EQUIPMENT R & M | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 0.00 | 15,000.00 |
| 001-50-54100-4631 | STREET REPAVING | 170,000.00 | 170,000.00 | 0.00 | 0.00 | 0.00 | 170,000.00 |
| 001-50-54100-4635 | PARKING AREA MARKING R & M | 9,000.00 | 9,000.00 | 0.00 | 0.00 | 0.00 | 9,000.00 |
| 001-50-54100-4636 | TRAFFIC CONTROL/SIGNS R&M | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 0.00 | 6,000.00 |
| 001-50-54100-4637 | CURBS/GUTTERS/STORM DRAINS R&M | 10,000.00 | 10,000.00 | 0.00 | 0.00 | 0.00 | 10,000.00 |
| 001-50-54100-4930 | TRAINING | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 |
| 001-50-54100-5110 | OFFICE SUPPLIES | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 |
| 001-50-54100-5210 | FUEL, OIL, & LUBRICANTS | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 0.00 | 6,000.00 |
| 001-50-54100-5220 | UNIFORMS | 2,000.00 | 2,000.00 | 113.88 | 113.88 | 113.88 | 1,886.12 |
| 001-50-54100-5221 | PERSONAL PROTECTIVE EQUIPMENT | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 |
| 001-50-54100-5260 | TOOLS | 2,500.00 | 2,500.00 | 0.00 | 0.00 | 0.00 | 2,500.00 |
| 001-50-54100-5270 | MACHINERY & EQUIPMENT | 5,000.00 | 5,000.00 | 42.25 | 42.25 | 42.25 | 4,957.75 |
| 001-50-54100-5290 | OPERATING SUPPLIES | 10,000.00 | 10,000.00 | 0.00 | 0.00 | 0.00 | 10,000.00 |
| 001-50-54100-5410 | BOOKS, PUBS, SUBS & MEMBS | 500.00 | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 |
| 001-50-54100-6310 | INFRASTRUCTURE | 3,618,500.00 | 3,618,500.00 | 0.00 | 0.00 | 1,156.96 | 3,617,343.04 |
| 001-50-54100-6410 | MACHINERY & EQUIPMENT | 60,500.00 | 60,500.00 | 0.00 | 0.00 | 0.00 | 60,500.00 |
| | **Department: 50 - PUBLIC WORKS Total:** | **4,218,648.00** | **4,218,648.00** | **20,501.57** | **20,501.57** | **22,727.13** | **4,195,920.87** |
| | **Activity: 54100 - STREETS Total:** | **4,218,648.00** | **4,218,648.00** | **20,501.57** | **20,501.57** | **22,727.13** | **4,195,920.87** |
| **Activity: 56200 - ANIMAL CONTROL** | | | | | | | |
| **Department: 30 - COMMUNITY DEVELOPMENT** | | | | | | | |
| 001-30-56200-3410 | ANIMAL CONTROL | 30,000.00 | 30,000.00 | 0.00 | 0.00 | 0.00 | 30,000.00 |
| | **Department: 30 - COMMUNITY DEVELOPMENT Total:** | **30,000.00** | **30,000.00** | **0.00** | **0.00** | **0.00** | **30,000.00** |
| | **Activity: 56200 - ANIMAL CONTROL Total:** | **30,000.00** | **30,000.00** | **0.00** | **0.00** | **0.00** | **30,000.00** |
| **Activity: 57100 - LIBRARY** | | | | | | | |
| **Department: 71 - LIBRARY** | | | | | | | |
| 001-71-57100-1210 | SALARIES | 290,519.00 | 290,519.00 | 29,057.87 | 29,057.87 | 29,057.87 | 261,461.13 |
| 001-71-57100-1310 | SALARIES - PART TIME | 49,640.00 | 49,640.00 | 3,823.57 | 3,823.57 | 3,823.57 | 45,816.43 |
| 001-71-57100-2110 | SOCIAL SECURITY TAXES | 21,090.00 | 21,090.00 | 2,029.34 | 2,029.34 | 2,029.34 | 19,060.66 |
| 001-71-57100-2210 | RETIREMENT | 40,673.00 | 40,673.00 | 2,990.02 | 2,990.02 | 2,990.02 | 37,682.98 |
| 001-71-57100-2310 | EMPLOYEE INSURANCE | 68,900.00 | 68,900.00 | 7,898.12 | 7,898.12 | 7,898.12 | 61,001.88 |
| 001-71-57100-2410 | WORKER'S COMPENSATION | 700.00 | 700.00 | 104.38 | 104.38 | 104.38 | 595.62 |

| | | Original Total Budget | Current Total Budget | MTD Activity | YTD Activity | YTD Activity + Encumbrances | Budget Remaining |
|---|---|---|---|---|---|---|---|
| 001-71-57100-3000 | MEDICARE INSURANCE | 4,932.00 | 4,932.00 | 474.62 | 474.62 | 474.62 | 4,457.38 |
| 001-71-57100-4010 | TRAVEL & PER DIEM | 1,200.00 | 1,200.00 | 0.00 | 0.00 | 0.00 | 1,200.00 |
| 001-71-57100-4100 | POSTAGE & SHIPPING | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 |
| 001-71-57100-4612 | FURNITURE/EQUIP. R & M | 2,500.00 | 2,500.00 | 0.00 | 0.00 | 0.00 | 2,500.00 |
| 001-71-57100-4655 | COMPUTER HARDWARE & SOFTWARE... | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 0.00 | 3,000.00 |
| 001-71-57100-4710 | PRINTING & BINDING | 700.00 | 700.00 | 0.00 | 0.00 | 0.00 | 700.00 |
| 001-71-57100-4925 | PROGRAM EXPENSES | 1,900.00 | 1,900.00 | 0.00 | 0.00 | 0.00 | 1,900.00 |
| 001-71-57100-4930 | TRAINING | 400.00 | 400.00 | 0.00 | 0.00 | 0.00 | 400.00 |
| 001-71-57100-5110 | OFFICE SUPPLIES | 2,700.00 | 2,700.00 | 0.00 | 0.00 | 0.00 | 2,700.00 |
| 001-71-57100-5410 | BOOKS, PUBS, SUBS & MEMBS | 22,500.00 | 22,500.00 | 0.00 | 0.00 | 0.00 | 22,500.00 |
| 001-71-57100-5417 | LIBRARY E-BOOK LEASES | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 0.00 | 15,000.00 |
| 001-71-57100-5420 | MEMBERSHIPS | 1,200.00 | 1,200.00 | 0.00 | 0.00 | 0.00 | 1,200.00 |
| | **Department: 71 - LIBRARY Total:** | **528,554.00** | **528,554.00** | **46,377.92** | **46,377.92** | **46,377.92** | **482,176.08** |
| | **Activity: 57100 - LIBRARY Total:** | **528,554.00** | **528,554.00** | **46,377.92** | **46,377.92** | **46,377.92** | **482,176.08** |
| **Activity: 57200 - PARKS** | | | | | | | |
| **Department: 50 - PUBLIC WORKS** | | | | | | | |
| 001-50-57200-1210 | SALARIES | 141,514.00 | 141,514.00 | 7,725.61 | 7,725.61 | 7,725.61 | 133,788.39 |
| 001-50-57200-1310 | PART-TIME SALARIES | 15,644.00 | 15,644.00 | 1,854.18 | 1,854.18 | 1,854.18 | 13,789.82 |
| 001-50-57200-1410 | OVERTIME | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 |
| 001-50-57200-2110 | SOCIAL SECURITY TAXES | 9,806.00 | 9,806.00 | 593.96 | 593.96 | 593.96 | 9,212.04 |
| 001-50-57200-2210 | RETIREMENT | 19,952.00 | 19,952.00 | 319.36 | 319.36 | 319.36 | 19,632.64 |
| 001-50-57200-2310 | EMPLOYEE INSURANCE | 45,145.00 | 45,145.00 | 5,675.65 | 5,675.65 | 5,675.65 | 39,469.35 |
| 001-50-57200-2410 | WORKER'S COMPENSATION | 7,560.00 | 7,560.00 | 1,096.37 | 1,096.37 | 1,096.37 | 6,463.63 |
| 001-50-57200-3000 | MEDICARE INSURANCE | 2,293.00 | 2,293.00 | 138.90 | 138.90 | 138.90 | 2,154.10 |
| 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 | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 0.00 | 6,000.00 |
| 001-50-57200-4320 | WATER | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 0.00 | 5,000.00 |
| 001-50-57200-4330 | SOLID WASTE | 500.00 | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 |
| 001-50-57200-4521 | PROPERTY INSURANCE | 12,000.00 | 12,000.00 | 4,060.00 | 4,060.00 | 4,060.00 | 7,940.00 |
| 001-50-57200-4522 | VEHICLE INSURANCE | 1,500.00 | 1,500.00 | 414.00 | 414.00 | 414.00 | 1,086.00 |
| 001-50-57200-4611 | BUILDING R & M | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 0.00 | 15,000.00 |
| 001-50-57200-5110 | OFFICE SUPPLIES | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 |
| 001-50-57200-5210 | FUEL, OIL, & LUBRICANTS | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 0.00 | 6,000.00 |
| 001-50-57200-5270 | MACHINERY & EQUIPMENT | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 0.00 | 3,000.00 |
| 001-50-57200-5290 | OPERATING SUPPLIES | 10,000.00 | 10,000.00 | 344.03 | 344.03 | 344.03 | 9,655.97 |
| 001-50-57200-5410 | BOOKS, PUBS, SUBS & MEMBS | 100.00 | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 |
| 001-50-57200-5741 | COMMUNITY EVENTS | 17,000.00 | 17,000.00 | 0.00 | 0.00 | 1,979.00 | 15,021.00 |
| 001-50-57200-6310 | INFRASTRUCTURE | 1,169,204.00 | 1,169,204.00 | 1,548.00 | 1,548.00 | 35,528.07 | 1,133,675.93 |
| 001-50-57200-6410 | MACHINERY & EQUIPMENT | 45,000.00 | 45,000.00 | 0.00 | 0.00 | 0.00 | 45,000.00 |
| | **Department: 50 - PUBLIC WORKS Total:** | **1,535,718.00** | **1,535,718.00** | **23,770.06** | **23,770.06** | **59,729.13** | **1,475,988.87** |
| | **Activity: 57200 - PARKS Total:** | **1,535,718.00** | **1,535,718.00** | **23,770.06** | **23,770.06** | **59,729.13** | **1,475,988.87** |
| **Activity: 58100 - INTERFUND TRANSFER** | | | | | | | |
| **Department: 99 - NON DEPARTMENTAL** | | | | | | | |
| 001-99-58100-7120 | LOAN DEBT PRINCIPAL | 182,258.00 | 182,258.00 | 0.00 | 0.00 | 0.00 | 182,258.00 |
| 001-99-58100-7220 | LOAN DEBT INTEREST | 164,098.00 | 164,098.00 | 0.00 | 0.00 | 0.00 | 164,098.00 |
| | **Department: 99 - NON DEPARTMENTAL Total:** | **346,356.00** | **346,356.00** | **0.00** | **0.00** | **0.00** | **346,356.00** |
| | **Activity: 58100 - INTERFUND TRANSFER Total:** | **346,356.00** | **346,356.00** | **0.00** | **0.00** | **0.00** | **346,356.00** |
| | **Expense Total:** | **10,637,491.00** | **10,637,491.00** | **306,117.10** | **306,117.10** | **846,994.67** | **9,790,496.33** |
| | **Fund: 001 - GENERAL FUND Surplus (Deficit):** | **-2,298,675.00** | **-2,298,675.00** | **-208,284.36** | **-208,284.36** | **-749,161.93** | **-1,549,513.07** |

| | | 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 | 520,000.00 | 520,000.00 | 37,311.42 | 37,311.42 | 37,311.42 | 482,688.58 |
| 101-00-361100 | INTEREST INCOME | 50,000.00 | 50,000.00 | 12,024.13 | 12,024.13 | 12,024.13 | 37,975.87 |
| | **Department: 00 - UNDESIGNATED Total:** | **570,000.00** | **570,000.00** | **49,335.55** | **49,335.55** | **49,335.55** | **520,664.45** |
| | **Revenue Total:** | **570,000.00** | **570,000.00** | **49,335.55** | **49,335.55** | **49,335.55** | **520,664.45** |

| | | Original Total Budget | Current Total Budget | MTD Activity | YTD Activity | YTD Activity + Encumbrances | Budget Remaining |
|---|---|---|---|---|---|---|---|
| **Expense** | | | | | | | |
| **Activity: 53800 - STORMWATER** | | | | | | | |
| **Department: 50 - PUBLIC WORKS** | | | | | | | |
| 101-50-53800-6310 | STORM DRAINAGE IMPROVEMENTS | 215,000.00 | 215,000.00 | 0.00 | 0.00 | 0.00 | 215,000.00 |
| **Department: 50 - PUBLIC WORKS Total:** | | **215,000.00** | **215,000.00** | **0.00** | **0.00** | **0.00** | **215,000.00** |
| **Activity: 53800 - STORMWATER Total:** | | **215,000.00** | **215,000.00** | **0.00** | **0.00** | **0.00** | **215,000.00** |
| **Activity: 54100 - STREETS** | | | | | | | |
| **Department: 50 - PUBLIC WORKS** | | | | | | | |
| 101-50-54100-6310 | STREETS INFRASTRUCTURE | 2,144,035.00 | 2,144,035.00 | 0.00 | 0.00 | 0.00 | 2,144,035.00 |
| **Department: 50 - PUBLIC WORKS Total:** | | **2,144,035.00** | **2,144,035.00** | **0.00** | **0.00** | **0.00** | **2,144,035.00** |
| **Activity: 54100 - STREETS Total:** | | **2,144,035.00** | **2,144,035.00** | **0.00** | **0.00** | **0.00** | **2,144,035.00** |
| **Expense Total:** | | **2,359,035.00** | **2,359,035.00** | **0.00** | **0.00** | **0.00** | **2,359,035.00** |
| **Fund: 101 - DISCRETIONARY SALES SURTAX Surplus (Deficit):** | | **-1,789,035.00** | **-1,789,035.00** | **49,335.55** | **49,335.55** | **49,335.55** | **-1,838,370.55** |

| | | 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 | 1,332,240.00 | 1,332,240.00 | 108,642.53 | 108,642.53 | 108,642.53 | 1,223,597.47 |
| 410-00-343320 | WATER UTIL - PENALTIES | 31,000.00 | 31,000.00 | 3,278.35 | 3,278.35 | 3,278.35 | 27,721.65 |
| 410-00-343340 | BACKFLOW PREVENTER INSPECTION F... | 6,000.00 | 6,000.00 | 300.00 | 300.00 | 300.00 | 5,700.00 |
| 410-00-343350 | WATER UTIL REV-SERV TAP FEE | 0.00 | 0.00 | 3,500.00 | 3,500.00 | 3,500.00 | -3,500.00 |
| 410-00-343351 | TURN-ON & CUT-OFF FEES | 6,000.00 | 6,000.00 | 540.00 | 540.00 | 540.00 | 5,460.00 |
| 410-00-343510 | SEWER UTIL REV - OPER INCOME | 1,872,000.00 | 1,872,000.00 | 154,005.85 | 154,005.85 | 154,005.85 | 1,717,994.15 |
| 410-00-343520 | SEWER UTILITY PENALTIES | 18,000.00 | 18,000.00 | 1,966.68 | 1,966.68 | 1,966.68 | 16,033.32 |
| 410-00-343550 | SEWER UTIL REVENUE-TAP FEES | 0.00 | 0.00 | 2,500.00 | 2,500.00 | 2,500.00 | -2,500.00 |
| 410-00-343611 | IMPACT FEES WATER | 0.00 | 0.00 | 400.00 | 400.00 | 400.00 | -400.00 |
| 410-00-343612 | IMPACT FEES SEWER | 0.00 | 0.00 | 400.00 | 400.00 | 400.00 | -400.00 |
| 410-00-359000 | OTHER REVENUE & RETURN CHECKS | 500.00 | 500.00 | 56.00 | 56.00 | 56.00 | 444.00 |
| 410-00-361000 | INTEREST AND OTHER EARNINGS | 75,000.00 | 75,000.00 | 23,105.94 | 23,105.94 | 23,105.94 | 51,894.06 |
| 410-00-369600 | LEASE/RENTAL ELEVATED TANK REV | 212,282.00 | 212,282.00 | 25,040.72 | 25,040.72 | 25,040.72 | 187,241.28 |
| 410-00-369900 | MISCELLANEOUS REVENUE - OTHER | 0.00 | 0.00 | 59.19 | 59.19 | 59.19 | -59.19 |
| 410-00-384000 | REVENUE FROM OTHER SOURCES | 4,442,048.00 | 4,442,048.00 | 0.00 | 0.00 | 0.00 | 4,442,048.00 |
| 410-00-389200 | GRANTS - FEDERAL | 1,300,000.00 | 1,300,000.00 | 0.00 | 0.00 | 0.00 | 1,300,000.00 |
| 410-00-389300 | GRANTS AND DONATIONS - STATE | 2,450,000.00 | 2,450,000.00 | 0.00 | 0.00 | 0.00 | 2,450,000.00 |
| | **Department: 00 - UNDESIGNATED Total:** | **11,745,070.00** | **11,745,070.00** | **323,795.26** | **323,795.26** | **323,795.26** | **11,421,274.74** |
| | **Revenue Total:** | **11,745,070.00** | **11,745,070.00** | **323,795.26** | **323,795.26** | **323,795.26** | **11,421,274.74** |

| | | Original Total Budget | Current Total Budget | MTD Activity | YTD Activity | YTD Activity + Encumbrances | Budget Remaining |
|---|---|---|---|---|---|---|---|
| **Expense** | | | | | | | |
| **Activity: 53300 - WATER** | | | | | | | |
| **Department: 50 - PUBLIC WORKS** | | | | | | | |
| 410-50-53300-1210 | SALARIES | 118,076.00 | 118,076.00 | 9,282.24 | 9,282.24 | 9,282.24 | 108,793.76 |
| 410-50-53300-2110 | SOCIAL SECURITY TAXES | 7,321.00 | 7,321.00 | 575.15 | 575.15 | 575.15 | 6,745.85 |
| 410-50-53300-2210 | RETIREMENT | 16,531.00 | 16,531.00 | 978.83 | 978.83 | 978.83 | 15,552.17 |
| 410-50-53300-2310 | EMPLOYEE INSURANCE | 30,483.00 | 30,483.00 | 5,045.77 | 5,045.77 | 5,045.77 | 25,437.23 |
| 410-50-53300-2410 | WORKER'S COMPENSATION | 145.00 | 145.00 | 20.34 | 20.34 | 20.34 | 124.66 |
| 410-50-53300-3000 | MEDICARE INSURANCE | 1,712.00 | 1,712.00 | 134.49 | 134.49 | 134.49 | 1,577.51 |
| 410-50-53300-3100 | PROFESSIONAL SERVICES | 85,000.00 | 85,000.00 | 0.00 | 0.00 | 74,803.34 | 10,196.66 |
| 410-50-53300-3150 | ENGINEERING, CONSULTING SERVICES | 25,000.00 | 25,000.00 | 0.00 | 0.00 | 0.00 | 25,000.00 |
| 410-50-53300-3210 | ACCOUNTING AND AUDITING | 14,250.00 | 14,250.00 | 0.00 | 0.00 | 0.00 | 14,250.00 |
| 410-50-53300-3405 | CONTRACT FOR SERVICES | 740,000.00 | 740,000.00 | 122,866.42 | 122,866.42 | 122,866.42 | 617,133.58 |
| 410-50-53300-4010 | TRAVEL & PER DIEM | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 |
| 410-50-53300-4100 | POSTAGE & SHIPPING | 5,500.00 | 5,500.00 | 0.00 | 0.00 | 0.00 | 5,500.00 |
| 410-50-53300-4110 | TELEPHONE & INTERNET | 5,500.00 | 5,500.00 | 397.59 | 397.59 | 397.59 | 5,102.41 |
| 410-50-53300-4310 | ELECTRICITY | 0.00 | 0.00 | -18,166.94 | -18,166.94 | -18,166.94 | 18,166.94 |
| 410-50-53300-4521 | PROPERTY INSURANCE | 37,587.00 | 37,587.00 | 15,832.50 | 15,832.50 | 15,832.50 | 21,754.50 |
| 410-50-53300-4613 | GROUNDS MAINTENANCE | 40,000.00 | 40,000.00 | 4,146.51 | 4,146.51 | 8,293.03 | 31,706.97 |
| 410-50-53300-4617 | WATER SYSTEMS MAINTENANCE | 130,100.00 | 130,100.00 | 1,700.00 | 1,700.00 | 1,700.00 | 128,400.00 |
| 410-50-53300-4644 | ELEVATED TANKS MAINTENANCE CO... | 73,130.00 | 73,130.00 | 0.00 | 0.00 | 0.00 | 73,130.00 |
| 410-50-53300-4650 | COMPUTER OPERATIONS AND MAINT... | 30,468.00 | 30,468.00 | 0.00 | 0.00 | 0.00 | 30,468.00 |
| 410-50-53300-4710 | PRINTING & BINDING | 3,500.00 | 3,500.00 | 0.00 | 0.00 | 0.00 | 3,500.00 |
| 410-50-53300-4905 | OPERATING PERMITS | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 |
| 410-50-53300-4906 | OTHER CHARGES | 1,500.00 | 1,500.00 | 38.26 | 38.26 | 453.00 | 1,047.00 |
| 410-50-53300-4915 | CREDIT CARD PROCESSING FEES | 23,000.00 | 23,000.00 | 1,356.71 | 1,356.71 | 1,356.71 | 21,643.29 |
| 410-50-53300-5270 | MACHINERY & EQUIPMENT | 155,000.00 | 155,000.00 | 0.00 | 0.00 | 0.00 | 155,000.00 |
| 410-50-53300-5290 | OPERATING SUPPLIES | 2,500.00 | 2,500.00 | 0.00 | 0.00 | 0.00 | 2,500.00 |
| 410-50-53300-5410 | BOOKS, PUBS, SUBS & MEMBS | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 410-50-53300-6310 | INFRASTRUCTURE | 3,076,124.00 | 3,076,124.00 | 0.00 | 0.00 | 93,440.28 | 2,982,683.72 |
| 410-50-53300-6410 | MACHINERY & EQUIPMENT | 80,000.00 | 80,000.00 | 0.00 | 0.00 | 0.00 | 80,000.00 |
| | **Department: 50 - PUBLIC WORKS Total:** | **4,707,927.00** | **4,707,927.00** | **144,207.87** | **144,207.87** | **317,012.75** | **4,390,914.25** |
| | **Activity: 53300 - WATER Total:** | **4,707,927.00** | **4,707,927.00** | **144,207.87** | **144,207.87** | **317,012.75** | **4,390,914.25** |
| **Activity: 53500 - SEWER** | | | | | | | |
| **Department: 50 - PUBLIC WORKS** | | | | | | | |
| 410-50-53500-1210 | SALARIES | 118,076.00 | 118,076.00 | 9,282.14 | 9,282.14 | 9,282.14 | 108,793.86 |
| 410-50-53500-2110 | SOCIAL SECURITY TAXES | 7,321.00 | 7,321.00 | 575.10 | 575.10 | 575.10 | 6,745.90 |
| 410-50-53500-2210 | RETIREMENT | 16,531.00 | 16,531.00 | 978.82 | 978.82 | 978.82 | 15,552.18 |
| 410-50-53500-2310 | EMPLOYEE INSURANCE | 30,483.00 | 30,483.00 | 5,045.77 | 5,045.77 | 5,045.77 | 25,437.23 |
| 410-50-53500-2410 | WORKER'S COMPENSATION | 145.00 | 145.00 | 20.34 | 20.34 | 20.34 | 124.66 |
| 410-50-53500-3000 | MEDICARE INSURANCE | 1,712.00 | 1,712.00 | 134.38 | 134.38 | 134.38 | 1,577.62 |
| 410-50-53500-3100 | PROFESSIONAL SERVICES | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 0.00 | 15,000.00 |
| 410-50-53500-3150 | ENGINEERING, CONSULT. SERVICES & ... | 25,000.00 | 25,000.00 | 0.00 | 0.00 | 5,265.00 | 19,735.00 |
| 410-50-53500-3210 | ACCOUNTING AND AUDITING | 14,250.00 | 14,250.00 | 0.00 | 0.00 | 0.00 | 14,250.00 |
| 410-50-53500-3405 | CONTRACT FOR SERVICES | 740,000.00 | 740,000.00 | 122,866.42 | 122,866.42 | 122,866.42 | 617,133.58 |
| 410-50-53500-4010 | TRAVEL & PER DIEM | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 |
| 410-50-53500-4100 | POSTAGE & SHIPPING | 5,500.00 | 5,500.00 | 0.00 | 0.00 | 0.00 | 5,500.00 |
| 410-50-53500-4110 | TELEPHONE & INTERNET | 3,500.00 | 3,500.00 | 190.56 | 190.56 | 190.56 | 3,309.44 |
| 410-50-53500-4320 | WATER | 45,000.00 | 45,000.00 | 0.00 | 0.00 | 0.00 | 45,000.00 |
| 410-50-53500-4400 | SPRAYFIELD RENTAL | 18,000.00 | 18,000.00 | 0.00 | 0.00 | 0.00 | 18,000.00 |
| 410-50-53500-4521 | PROPERTY INSURANCE | 43,000.00 | 43,000.00 | 17,594.00 | 17,594.00 | 17,594.00 | 25,406.00 |
| 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 | 153,500.00 | 153,500.00 | 0.00 | 0.00 | 9,162.53 | 144,337.47 |
| 410-50-53500-4650 | COMPUTER OPERATIONS AND MAINT... | 30,468.00 | 30,468.00 | 0.00 | 0.00 | 0.00 | 30,468.00 |
| 410-50-53500-4710 | PRINTING & BINDING | 2,500.00 | 2,500.00 | 0.00 | 0.00 | 0.00 | 2,500.00 |
| 410-50-53500-4905 | WTP/STP OPERATING PERMITS | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 |
| 410-50-53500-4906 | OTHER CHARGES | 4,000.00 | 4,000.00 | 38.26 | 38.26 | 453.00 | 3,547.00 |
| 410-50-53500-4915 | CREDIT CARD PROCESSING FEES | 23,000.00 | 23,000.00 | 1,356.70 | 1,356.70 | 1,356.70 | 21,643.30 |
| 410-50-53500-5290 | OPERATING SUPPLIES | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 |

| | | Original Total Budget | Current Total Budget | MTD Activity | YTD Activity | YTD Activity + Encumbrances | Budget Remaining |
|---|---|---|---|---|---|---|---|
| 410-50-53500-5410 | BOOKS, PUBS, SUBS & MEMBS | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 410-50-53500-6310 | INFRASTRUCTURE | 5,548,924.00 | 5,548,924.00 | 0.00 | 0.00 | 93,440.28 | 5,455,483.72 |
| 410-50-53500-6410 | MACHINERY & EQUIPMENT | 254,000.00 | 254,000.00 | 0.00 | 0.00 | 0.00 | 254,000.00 |
| | **Department: 50 - PUBLIC WORKS Total:** | **7,109,910.00** | **7,109,910.00** | **158,082.49** | **158,082.49** | **266,365.04** | **6,843,544.96** |
| | **Activity: 53500 - SEWER Total:** | **7,109,910.00** | **7,109,910.00** | **158,082.49** | **158,082.49** | **266,365.04** | **6,843,544.96** |
| **Activity: 58100 - INTERFUND TRANSFER** | | | | | | | |
| **Department: 99 - NON DEPARTMENTAL** | | | | | | | |
| 410-99-58100-7120 | SRF - LOAN PRINCIPAL | 136,976.00 | 136,976.00 | 0.00 | 0.00 | 0.00 | 136,976.00 |
| 410-99-58100-7220 | SRF LOAN INTEREST | 9,197.00 | 9,197.00 | 0.00 | 0.00 | 0.00 | 9,197.00 |
| 410-99-58100-9001 | INTERFUND TRANSFER | 79,854.00 | 79,854.00 | 0.00 | 0.00 | 0.00 | 79,854.00 |
| | **Department: 99 - NON DEPARTMENTAL Total:** | **226,027.00** | **226,027.00** | **0.00** | **0.00** | **0.00** | **226,027.00** |
| | **Activity: 58100 - INTERFUND TRANSFER Total:** | **226,027.00** | **226,027.00** | **0.00** | **0.00** | **0.00** | **226,027.00** |
| | **Expense Total:** | **12,043,864.00** | **12,043,864.00** | **302,290.36** | **302,290.36** | **583,377.79** | **11,460,486.21** |
| | **Fund: 410 - WATER/SEWER FUND Surplus (Deficit):** | **-298,794.00** | **-298,794.00** | **21,504.90** | **21,504.90** | **-259,582.53** | **-39,211.47** |
| | **Report Surplus (Deficit):** | **-4,386,504.00** | **-4,386,504.00** | **-137,443.91** | **-137,443.91** | **-959,408.91** | |

# 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 | 8,338,816.00 | 8,338,816.00 | 97,832.74 | 97,832.74 | 97,832.74 | 8,240,983.26 |
| **Revenue Total:** | **8,338,816.00** | **8,338,816.00** | **97,832.74** | **97,832.74** | **97,832.74** | **8,240,983.26** |

| 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 | 79,841.00 | 79,841.00 | 6,728.52 | 6,728.52 | 7,740.02 | 72,100.98 |
| **Activity: 51100 - LEGISLATIVE Total:** | **79,841.00** | **79,841.00** | **6,728.52** | **6,728.52** | **7,740.02** | **72,100.98** |
| **Activity: 51200 - EXECUTIVE** | | | | | | |
| 12 - CITY MANAGER | 261,466.00 | 261,466.00 | 21,887.62 | 21,887.62 | 21,887.62 | 239,578.38 |
| **Activity: 51200 - EXECUTIVE Total:** | **261,466.00** | **261,466.00** | **21,887.62** | **21,887.62** | **21,887.62** | **239,578.38** |
| **Activity: 51300 - FINANCE** | | | | | | |
| 13 - ADMINISTRATIVE SERVICES | 153,448.00 | 153,448.00 | 10,512.07 | 10,512.07 | 10,512.07 | 142,935.93 |
| **Activity: 51300 - FINANCE Total:** | **153,448.00** | **153,448.00** | **10,512.07** | **10,512.07** | **10,512.07** | **142,935.93** |
| **Activity: 51310 - HUMAN RESOURCES** | | | | | | |
| 13 - ADMINISTRATIVE SERVICES | 98,965.00 | 98,965.00 | 3,120.63 | 3,120.63 | 6,086.79 | 92,878.21 |
| **Activity: 51310 - HUMAN RESOURCES Total:** | **98,965.00** | **98,965.00** | **3,120.63** | **3,120.63** | **6,086.79** | **92,878.21** |
| **Activity: 51400 - LEGAL** | | | | | | |
| 14 - CITY ATTORNEY | 65,000.00 | 65,000.00 | 0.00 | 0.00 | 0.00 | 65,000.00 |
| **Activity: 51400 - LEGAL Total:** | **65,000.00** | **65,000.00** | **0.00** | **0.00** | **0.00** | **65,000.00** |
| **Activity: 51500 - PLANNING AND ZONING** | | | | | | |
| 30 - COMMUNITY DEVELOPMENT | 282,107.00 | 282,107.00 | 13,323.23 | 13,323.23 | 13,323.23 | 268,783.77 |
| **Activity: 51500 - PLANNING AND ZONING Total:** | **282,107.00** | **282,107.00** | **13,323.23** | **13,323.23** | **13,323.23** | **268,783.77** |
| **Activity: 51600 - NON-COURT INFORMATION SYSTEMS** | | | | | | |
| 16 - CITY CLERK | 133,467.00 | 133,467.00 | 10,640.40 | 10,640.40 | 11,683.59 | 121,783.41 |
| **Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:** | **133,467.00** | **133,467.00** | **10,640.40** | **10,640.40** | **11,683.59** | **121,783.41** |
| **Activity: 51610 - INFORMATION TECHNOLOGY** | | | | | | |
| 13 - ADMINISTRATIVE SERVICES | 214,051.00 | 214,051.00 | 6,958.81 | 6,958.81 | 6,958.81 | 207,092.19 |
| **Activity: 51610 - INFORMATION TECHNOLOGY Total:** | **214,051.00** | **214,051.00** | **6,958.81** | **6,958.81** | **6,958.81** | **207,092.19** |
| **Activity: 51900 - GENERAL GOVERNMENT** | | | | | | |
| 99 - NON DEPARTMENTAL | 67,780.00 | 67,780.00 | 26,556.97 | 26,556.97 | 26,556.97 | 41,223.03 |
| **Activity: 51900 - GENERAL GOVERNMENT Total:** | **67,780.00** | **67,780.00** | **26,556.97** | **26,556.97** | **26,556.97** | **41,223.03** |
| **Activity: 51910 - FACILITIES** | | | | | | |
| 50 - PUBLIC WORKS | 382,073.00 | 382,073.00 | 60,205.56 | 60,205.56 | 460,602.21 | -78,529.21 |
| **Activity: 51910 - FACILITIES Total:** | **382,073.00** | **382,073.00** | **60,205.56** | **60,205.56** | **460,602.21** | **-78,529.21** |
| **Activity: 52100 - LAW ENFORCEMENT** | | | | | | |
| 20 - PUBLIC SAFETY | 321,061.00 | 321,061.00 | 26,755.01 | 26,755.01 | 26,755.01 | 294,305.99 |
| **Activity: 52100 - LAW ENFORCEMENT Total:** | **321,061.00** | **321,061.00** | **26,755.01** | **26,755.01** | **26,755.01** | **294,305.99** |
| **Activity: 52200 - FIRE** | | | | | | |
| 20 - PUBLIC SAFETY | 1,183,323.00 | 1,183,323.00 | 0.00 | 0.00 | 0.00 | 1,183,323.00 |
| **Activity: 52200 - FIRE Total:** | **1,183,323.00** | **1,183,323.00** | **0.00** | **0.00** | **0.00** | **1,183,323.00** |
| **Activity: 52400 - CODE COMPLIANCE** | | | | | | |
| 30 - COMMUNITY DEVELOPMENT | 97,190.00 | 97,190.00 | 8,034.86 | 8,034.86 | 8,248.58 | 88,941.42 |
| **Activity: 52400 - CODE COMPLIANCE Total:** | **97,190.00** | **97,190.00** | **8,034.86** | **8,034.86** | **8,248.58** | **88,941.42** |
| **Activity: 52410 - BUILDING** | | | | | | |
| 30 - COMMUNITY DEVELOPMENT | 174,499.00 | 174,499.00 | 6,584.47 | 6,584.47 | 6,584.47 | 167,914.53 |
| **Activity: 52410 - BUILDING Total:** | **174,499.00** | **174,499.00** | **6,584.47** | **6,584.47** | **6,584.47** | **167,914.53** |
| **Activity: 53800 - STORMWATER** | | | | | | |
| 50 - PUBLIC WORKS | 463,944.00 | 463,944.00 | 14,159.40 | 14,159.40 | 111,221.12 | 352,722.88 |
| **Activity: 53800 - STORMWATER Total:** | **463,944.00** | **463,944.00** | **14,159.40** | **14,159.40** | **111,221.12** | **352,722.88** |
| **Activity: 54100 - STREETS** | | | | | | |
| 50 - PUBLIC WORKS | 4,218,648.00 | 4,218,648.00 | 20,501.57 | 20,501.57 | 22,727.13 | 4,195,920.87 |
| **Activity: 54100 - STREETS Total:** | **4,218,648.00** | **4,218,648.00** | **20,501.57** | **20,501.57** | **22,727.13** | **4,195,920.87** |
| **Activity: 56200 - ANIMAL CONTROL** | | | | | | |
| 30 - COMMUNITY DEVELOPMENT | 30,000.00 | 30,000.00 | 0.00 | 0.00 | 0.00 | 30,000.00 |
| **Activity: 56200 - ANIMAL CONTROL Total:** | **30,000.00** | **30,000.00** | **0.00** | **0.00** | **0.00** | **30,000.00** |
| **Activity: 57100 - LIBRARY** | | | | | | |
| 71 - LIBRARY | 528,554.00 | 528,554.00 | 46,377.92 | 46,377.92 | 46,377.92 | 482,176.08 |

| Department | Original Total Budget | Current Total Budget | MTD Activity | YTD Activity | YTD Activity + Encumbrances | Budget Remaining |
|---|---|---|---|---|---|---|
| **Activity: 57100 - LIBRARY Total:** | **528,554.00** | **528,554.00** | **46,377.92** | **46,377.92** | **46,377.92** | **482,176.08** |
| **Activity: 57200 - PARKS** | | | | | | |
| 50 - PUBLIC WORKS | 1,535,718.00 | 1,535,718.00 | 23,770.06 | 23,770.06 | 59,729.13 | 1,475,988.87 |
| **Activity: 57200 - PARKS Total:** | **1,535,718.00** | **1,535,718.00** | **23,770.06** | **23,770.06** | **59,729.13** | **1,475,988.87** |
| **Activity: 58100 - INTERFUND TRANSFER** | | | | | | |
| 99 - NON DEPARTMENTAL | 346,356.00 | 346,356.00 | 0.00 | 0.00 | 0.00 | 346,356.00 |
| **Activity: 58100 - INTERFUND TRANSFER Total:** | **346,356.00** | **346,356.00** | **0.00** | **0.00** | **0.00** | **346,356.00** |
| **Expense Total:** | **10,637,491.00** | **10,637,491.00** | **306,117.10** | **306,117.10** | **846,994.67** | **9,790,496.33** |
| **Fund: 001 - GENERAL FUND Surplus (Deficit):** | **-2,298,675.00** | **-2,298,675.00** | **-208,284.36** | **-208,284.36** | **-749,161.93** | **-1,549,513.07** |

| Department | Original Total Budget | Current Total Budget | MTD Activity | YTD Activity | YTD Activity + Encumbrances | Budget Remaining |
|---|---|---|---|---|---|---|
| **Fund: 101 - DISCRETIONARY SALES SURTAX** | | | | | | |
| **Revenue** | | | | | | |
| 00 - UNDESIGNATED | 570,000.00 | 570,000.00 | 49,335.55 | 49,335.55 | 49,335.55 | 520,664.45 |
| **Revenue Total:** | **570,000.00** | **570,000.00** | **49,335.55** | **49,335.55** | **49,335.55** | **520,664.45** |

| Department | Original Total Budget | Current Total Budget | MTD Activity | YTD Activity | YTD Activity + Encumbrances | Budget Remaining |
|---|---|---|---|---|---|---|
| **Expense** | | | | | | |
| **Activity: 53800 - STORMWATER** | | | | | | |
| 50 - PUBLIC WORKS | 215,000.00 | 215,000.00 | 0.00 | 0.00 | 0.00 | 215,000.00 |
| **Activity: 53800 - STORMWATER Total:** | **215,000.00** | **215,000.00** | **0.00** | **0.00** | **0.00** | **215,000.00** |
| **Activity: 54100 - STREETS** | | | | | | |
| 50 - PUBLIC WORKS | 2,144,035.00 | 2,144,035.00 | 0.00 | 0.00 | 0.00 | 2,144,035.00 |
| **Activity: 54100 - STREETS Total:** | **2,144,035.00** | **2,144,035.00** | **0.00** | **0.00** | **0.00** | **2,144,035.00** |
| **Expense Total:** | **2,359,035.00** | **2,359,035.00** | **0.00** | **0.00** | **0.00** | **2,359,035.00** |
| **Fund: 101 - DISCRETIONARY SALES SURTAX Surplus (Deficit):** | **-1,789,035.00** | **-1,789,035.00** | **49,335.55** | **49,335.55** | **49,335.55** | **-1,838,370.55** |

| Department | Original Total Budget | Current Total Budget | MTD Activity | YTD Activity | YTD Activity + Encumbrances | Budget Remaining |
|---|---|---|---|---|---|---|
| **Fund: 410 - WATER/SEWER FUND** | | | | | | |
| **Revenue** | | | | | | |
| 00 - UNDESIGNATED | 11,745,070.00 | 11,745,070.00 | 323,795.26 | 323,795.26 | 323,795.26 | 11,421,274.74 |
| **Revenue Total:** | **11,745,070.00** | **11,745,070.00** | **323,795.26** | **323,795.26** | **323,795.26** | **11,421,274.74** |

| Department | Original Total Budget | Current Total Budget | MTD Activity | YTD Activity | YTD Activity + Encumbrances | Budget Remaining |
|---|---|---|---|---|---|---|
| **Expense** | | | | | | |
| **Activity: 53300 - WATER** | | | | | | |
| 50 - PUBLIC WORKS | 4,707,927.00 | 4,707,927.00 | 144,207.87 | 144,207.87 | 317,012.75 | 4,390,914.25 |
| **Activity: 53300 - WATER Total:** | **4,707,927.00** | **4,707,927.00** | **144,207.87** | **144,207.87** | **317,012.75** | **4,390,914.25** |
| **Activity: 53500 - SEWER** | | | | | | |
| 50 - PUBLIC WORKS | 7,109,910.00 | 7,109,910.00 | 158,082.49 | 158,082.49 | 266,365.04 | 6,843,544.96 |
| **Activity: 53500 - SEWER Total:** | **7,109,910.00** | **7,109,910.00** | **158,082.49** | **158,082.49** | **266,365.04** | **6,843,544.96** |
| **Activity: 58100 - INTERFUND TRANSFER** | | | | | | |
| 99 - NON DEPARTMENTAL | 226,027.00 | 226,027.00 | 0.00 | 0.00 | 0.00 | 226,027.00 |
| **Activity: 58100 - INTERFUND TRANSFER Total:** | **226,027.00** | **226,027.00** | **0.00** | **0.00** | **0.00** | **226,027.00** |
| **Expense Total:** | **12,043,864.00** | **12,043,864.00** | **302,290.36** | **302,290.36** | **583,377.79** | **11,460,486.21** |
| **Fund: 410 - WATER/SEWER FUND Surplus (Deficit):** | **-298,794.00** | **-298,794.00** | **21,504.90** | **21,504.90** | **-259,582.53** | **-39,211.47** |
| **Total Surplus (Deficit):** | **-4,386,504.00** | **-4,386,504.00** | **-137,443.91** | **-137,443.91** | **-959,408.91** | |

# Fund Summary

| Fund | Original Total Budget | Current Total Budget | MTD Activity | YTD Activity | YTD Activity + Encumbrances | Budget Remaining |
|---|---|---|---|---|---|---|
| 001 - GENERAL FUND | -2,298,675.00 | -2,298,675.00 | -208,284.36 | -208,284.36 | -749,161.93 | -1,549,513.07 |
| 101 - DISCRETIONARY SALES ... | -1,789,035.00 | -1,789,035.00 | 49,335.55 | 49,335.55 | 49,335.55 | -1,838,370.55 |
| 410 - WATER/SEWER FUND | -298,794.00 | -298,794.00 | 21,504.90 | 21,504.90 | -259,582.53 | -39,211.47 |
| **Total Surplus (Deficit):** | **-4,386,504.00** | **-4,386,504.00** | **-137,443.91** | **-137,443.91** | **-959,408.91** | |

**Public Works Report November 2025**

**Streets and Stormwater Division:**

- Swept all routes.
- Pothole Patched on Avon, Argyle, Joanna Ct, and Scottdale.
- Completed Quarterly Maintenance of all Vehicles.
- Maintenance was done in-house on 2 chain saws, plate compactor and jump jack compactor.
- Worked Shrewsbury Ditch
- Trimmed right of way, Ruby Circle
- Helped Parks with chain link removal at Springdale.
- Assisted Jacobs with moving equipment and cleaning up after water break on Shady Lane.
- Began sanding and cutting wood for Azalea Park Table
- Assisted Parks with parade duties, including float assembly, event equipment cleaning, barricade setup and removal, and post-event route cleanup.
- Assisted with Beautification Day Events.

**Parks and Facilities Division**

- Performed routine maintenance at each park and facility such as mowing, limb trimming, and trash pickup.
- Repaired irrigation issues at Springdale and New City Hall
- Removed spotted spurge and added sod to Library Field in damaged areas.
- Fertilized and added pre-emergent at Library Field, City Hall, New City Hall, and Azalea
- Pressure washed benches and concrete at Oak Tree and N. Bryn Mawr.
- Prepped and Painted Cemetery Sign and fencing as well as removed bushes lining fence. Organized and lead volunteers in fence painting and planting at City Hall and Library in City Beautification Day.
- Damaged bleachers at Springdale and most ballfield fencing was removed by parks and street crews. Also removed dugout.
- Helped streets conduct traffic control for the Veterans Day Parade.
- Drained and winterized parks and facilities for the winter.
- With the help of Streets repaired washout area at Misty Water Pier
- Added pinch point stickers to trailers for safety.

- Inventoried missing guide wires guards in all city Parks and Facilities and reported it to FPL.
- Crews cleaned garage and hauled off scrap metal and debris.

**Director**

- Finalized Rays Pond and began working on getting bids for the fountain for the pond.
- Completed Street/Stormwater Monthly and yearly checklist and inspection protocols.
- Continue to work on easement for Azalea Park.
- The Streets and Stormwater 2026 Program is now complete and includes all scheduled sealing, paving, sidewalk, and curb projects.
- Started creating the work schedule for Parks, which includes special projects set for completion this winter.
- Help with Veteran Parade Planning and Execution.
- We received the executed state highway maintenance contract and coordinated the initial clean up with State Corrections and our team.
- Working with Supervisors on uniform bids and specifications for Public Work
- Working with Jacobs on required reporting for Water Permit
- This month, I evaluated multiple plans.
- Interview and made recommendations for the hiring of the new Park Superintendent
- Began training new Park Superintendent

# Mary Esther Public Library Report for Council

## October 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 |
| **Oct** | 4526 | 3091 | 2810 | 350 | 262 |

## October Programming Snapshot:

| | |
|---|---|
| Trunk or Treat: 275<br>Pumpkin Guessing Contest 194<br>ASHA student story program: 14<br>Youth Village Story Visits: 45 | BAT Scavenger Hunt with Books: 45<br>It's A Mystery = 8<br>Adult Coloring = 10<br>All About Books = 8<br>Show and Tell Book Club: 7 |

| | |
|---|---|
| Bat Night with Nonnie 36<br>Baby Storytime: 79<br>Preschool Storytime: 21<br>Lego Club: 12<br>Movie Matinee: 8<br>LoveCrafts- 9 adults<br>STEAM Kids- 7 | Tech Help Workshop & 1-on-1s: 26<br>Puzzles and Puzzle Exchange: 22<br>Guided Meditation for adults: 4<br>MEDICARE SHINE workshop: 5 |

**More than 800 people attended and participated in MYE Library programs in October 2025, making it one of our biggest months on record!**

## Trunk or Treat Brought Hundreds to the Library!

We did it again. Another incredible Trunk or Treat. Hundreds of festive Mary Estherites descended upon the library for our two-hour event.

## Welcoming Brooke, Our Newest Colleague, and MYE's Youth Services Coordinator

Ms. Brooke has started during a wonderfully eventful time in our Library Calendar! In her first few weeks on the job, she immersed herself in the work of the front desk, Story Times, outreach, and many library programs. She recently dressed up as Professor Valerie Felicity Frizzle, PhD (sometimes known as "The Friz") who is the main protagonist of *The Magic School Bus*.

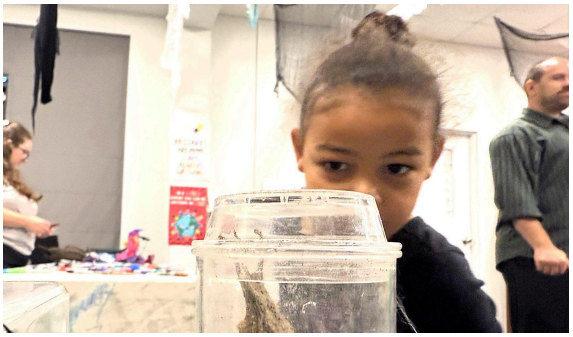
## Partnership with Department of Corrections

Our friends from the Florida Department of Corrections have visited the library several times recently because they would like to partner with us. They are looking for potential employees and also ways to give volunteers a chance to work for the public good.

## BAT NIGHT with NONNIE

Families with school aged children were invited to drop in with Nonie from Nonie's Ark Animal Encounters! Youngsters used permanent art supplies to create amazing crafts and spent time in several hands-on learning lessons about bats and why they are important to humans and the environment!

*Gray



## OCPLC Governing Board

The Governing Board will meet again in the new year 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

November 21st, 2025

TO: Honorable Mayor and Council Members, City of Mary Esther
RE: Monthly Report, Fire Department, October 16th – November 21st, 2025

Honorable Mayor and City Council Members,

Please find the latest update from the Mary Esther Fire Department, highlighting community engagement, personnel transitions, training, and capital improvement initiatives. We appreciate the ongoing support of the Council and the opportunity to serve this community with professionalism and pride.

**Veterans Day Parade & Community Outreach**
Two members of A Shift proudly represented the department by driving Tower 1 in the City of Mary Esther's Annual Veterans Day Parade, followed by participation in the "Touch-a-Truck" community event. We're grateful to honor our Veterans and to be regularly included in the City's outstanding community initiatives.

**State Appropriations Request for Tower 1 Refurbishment**
In partnership with Representative Patt Maney and his aide Ian, we have formally submitted a state appropriations request seeking funding for 50% of our Tower 1 refurbishment project. This project includes vital repairs to extend the service life of our 100' aerial platform. With the legislative session beginning in January, we will actively work to build support for this important request.

**Off-Duty Heroism**
In a recent off-duty incident, one of our firefighters displayed extraordinary courage by entering a burning home in his neighborhood and successfully rescuing family members and a pet. His quick action prevented injury and reflects the deep commitment to service our members bring to the job, both on and off duty.

**New Firefighter Hires in Progress**
Following a multi-day interview and testing process, we have extended employment offers to two experienced firefighters from other local departments. Their professionalism and energy align well with our team's culture and expectations. They are currently completing onboarding requirements, including medical clearances and final documentation. Additional highly qualified candidates from this process may be considered as future vacancies arise.

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

**Battalion Chief Promotion**
After a competitive assessment process, we are proud to announce the promotion of Captain Matt Gregory to Battalion Chief. Chief Gregory brings a strong blend of leadership and operational acumen. He has already begun shadowing Battalion Chief Paul Smith on B Shift to ensure a seamless transition before Chief Smith's scheduled retirement in January.

**Station 3 Renovation Update**
We are just weeks away from completing the renovation of Station 3. The contractor is currently working through a punch list of final items. Once timelines are confirmed, we will schedule a ribbon-cutting ceremony to formally reopen the station.

**Joint High-Rise Response Training**
All OCWFCD crews participated in a Joint Training Committee (JTC) high-rise fire response drill this month, alongside our partner agencies from the south end of Okaloosa County. The scenario-based training focused on position-specific roles during multi-agency high-rise responses, sharpening skills and building cohesion across jurisdictions. This type of cooperative training directly improves regional readiness and public safety.

**Operations & Prevention Division Activity**
Engine 11 responded to 85 calls for service during the month of October.

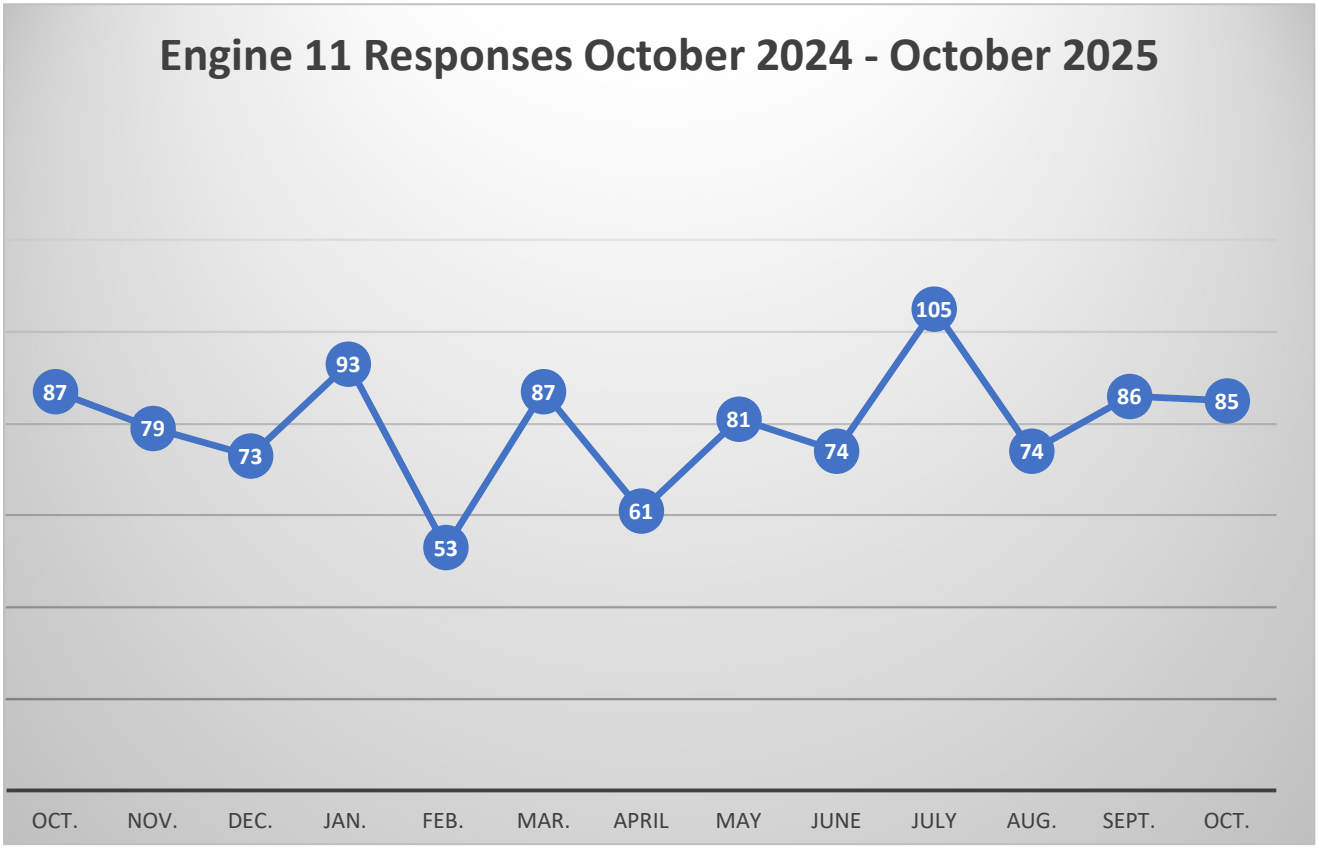
The Prevention Division completed:

- 16 inspections in Mary Esther
- 2 opening inspections
- Plan reviews for AT&T Cell Tower Plans and Patriot Sprinkler Plans
- Attendance at the Santa Rosa Mall Closing Event

Thank you for your continued support of the Fire Department. Please reach out at any time if you have questions or would like more detail about these updates.

Respectfully,

Jeff Wagner, Fire Chief




**Note**: The US Fire Adminstration (USFA) is in the process of changing the list of call types. These call types are standard throughout the country and are how USFA collects nationwide data. The changes are required to be completed by each agency by January 1st, 2026; however, to ensure a seemless transition we switch to them in October. Our report management system vendor has not yet created a report that can be generated using the new call types. Therefore, I cannot provide the call type pie chart. If all goes well we should have access to that report again by the first of the year. If you have any call or data related questions, reach out to me anytime.

**COMMUNITY DEVELOPMENT DEPARTMENT**
**Monthly Activity Report**

**Reporting Period**
**October 21, 2025 – November 13, 2025**

## Code Enforcement

| Activities | | | |
|---|---|---|---|
| Opened Cases | 5 | Inspection | 8 |
| Agency Assist | 1 | Consultations | 7 |
| Verbal Warning | 3 | Advisements On Codes to Citizens | 9 |
| Notice of violations | 5 | Courtesy Notice | 1 |
| Citation | 0 | Closed Cases | 3 |

## Permitting

| Permit Type | |
|---|---|
| Accessory Structure | 4 |
| Driveway | 1 |
| New residential structure | 3 |
| New Commercial Structure | 1 |
| Special Event Permits | 1 |
| Inspections | 5 |
| Fence | 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

Jacobs Challenging today. Reinventing tomorrow.

# City of Mary Esther

## October 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 operations and maintenance technicians.

New team member:

- Hoyt Addison

Wastewater Licenses – 4

Water Licenses – 5

Backflow Certifications – 3

Personnel and Certification

| 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 |
| Michael Bennett | Water/Wastewater Operator | Class C WWC, Class C DWC License, and Backflow Prevention Certified |
| Paul Price | Lead Wastewater Operator | Class C Wastewater |
| Erica Coggeshall | Project Administrator | |
| Jeremy Bankston | Water Operator | Class C DWC License and Backflow Prevention Certified |
| RaShawn Walker | Utility Worker | |
| Gastin King | Utility Worker | |
| Hoyt Addison | 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 repairs 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 | Scheduled to begin Dec 17, 2025. |
| | |


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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 460 accident- free days.

## Monthly Safety Training Topics

- Excavation & trenching permit requirements
- Mobile elevated lift training (MEWP)


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# Operations

## Water Production & Distribution

- October Monthly Operations Report Submission Date: **11.10.25**
  - (Deadline is the 10th of the month following the monitoring period).

Monthly Water Production Summary

| Water Treatment Plant | MG (Millions Gallons) |
|---|---|
| WTP 1 | 6,551,000 MG |
| WTP 3 | 3,863,000 MG |
| WTP 4 | 2,093,000 MG |
| Overall Average Daily Production | 403,451 MG |
| Total Monthly Production | 12,507,000 MG |


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# Operations Continued

## Meter Reading

### October 2025

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

Meter Reading Monthly Summary

| Month | Total Meters # | Meter Rereads # | Meter Reading Accuracy |
|---|---|---|---|
| Oct 2025 | 2,111 | 13 | 99.4 |
| 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 |
| **Average** | **2,111** | **26** | **98.8** |



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# Operations Continued

## Customer Service Work Orders & After-Hours Callouts

### October 2025

- Total Number of Completed Requests: **156**

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

- After-Hours Callout(s): **0**



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# Operations Continued

## Customer Service Work Order Requests

### October 2025

Customer Service Work Order Requests Summary

| Job Code | Completed |
|---|---|
| CONNECT - CONNECT | 6 |
| CUST INQ - CUSTOMER CONCERN/INQUIRY | 2 |
| DISCO-FB - DISCONNECT-FINAL BILL | 7 |
| DOOR HANG - DOOR HANGER | 5 |
| LK CK - LEAK CHECK | 5 |
| LOW PRSSR CK - LOW WATER PRESSURE CHECK | 2 |
| MISC - MISCELLANEOUS | 1 |
| MS - METER SWAP | 10 |
| OCC - OCCUPANT CHANGE | 23 |
| REINSTATE - REINSTATE | 23 |
| RMB - RAISE METER BOX | 1 |
| RR & LC - REREAD METER & LEAK CHECK | 7 |

| Job Code | Completed |
|---|---|
| RR-MISC - REREAD MISC | 13 |
| SW BU - SEWER BACKUP | 1 |
| TEMP SHUT REP - TEMPORARY SHUT-OFF FOR REPAIRS | 3 |
| TURN ON/REPAIRS - TURN ON FROM TEMP SHUT OFF | 2 |
| WA CONS TEST - WATER CONSUMPTION TEST | 3 |
| WA/SW SPOT - WATER/SEWER LINE SPOT | 42 |
| | |
| | |
| | |
| | |
| | |
| **Grand Totals** | **156** |



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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.

Reuse Water Monthly Summary

| Month | Rainfall MGD | Flow Total MGD | CBOD mg/L | COD Removal % | TSS mg/L | TSS Removal % |
|---|---|---|---|---|---|---|
| October 2025 | | .332 | 5.5 | 99 | 5.0 | 98 |



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# Operations Continued

## Biosolids Management

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

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 |
| October 2025 | 1,765 | | | 10,590 | | | 10,590 | | | |



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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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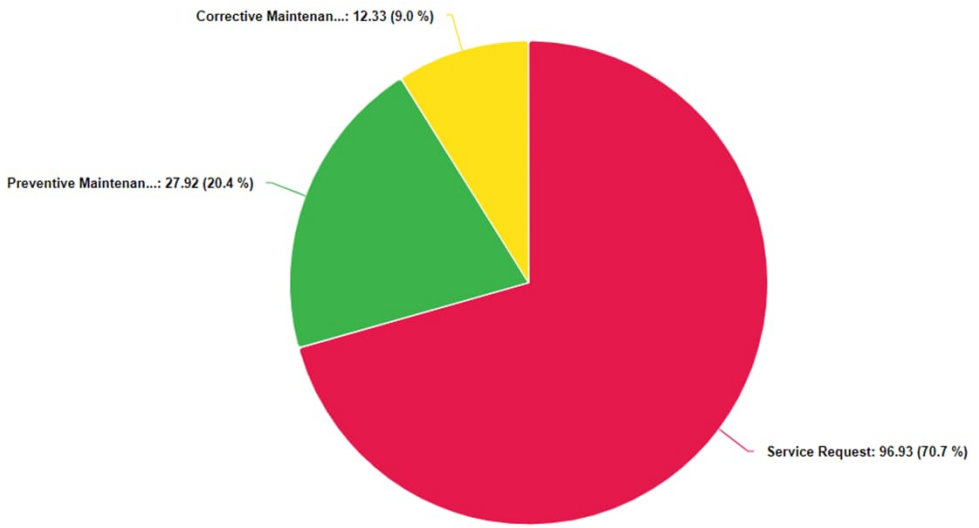
# Maintenance

## 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

Work Order Actual Hours by Work Order Type Summary



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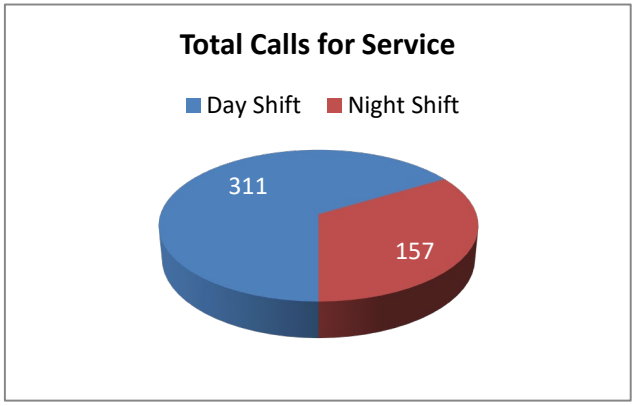
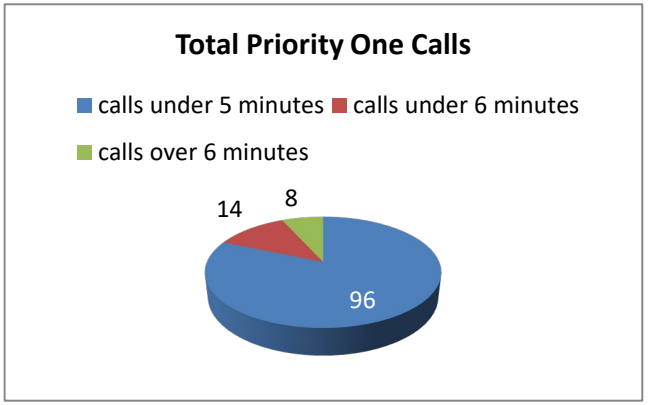
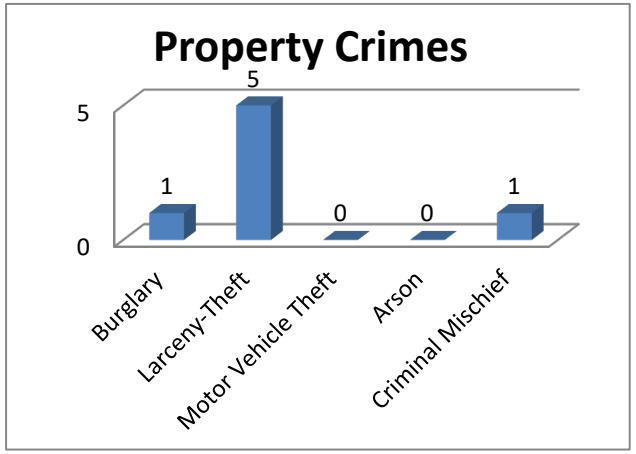
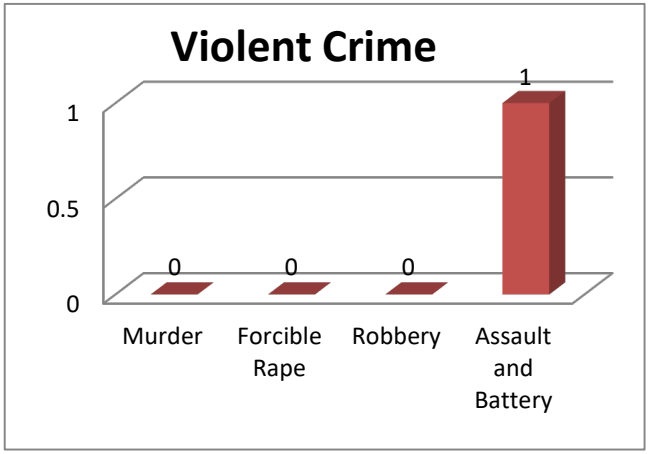
Mary Esther October 2025

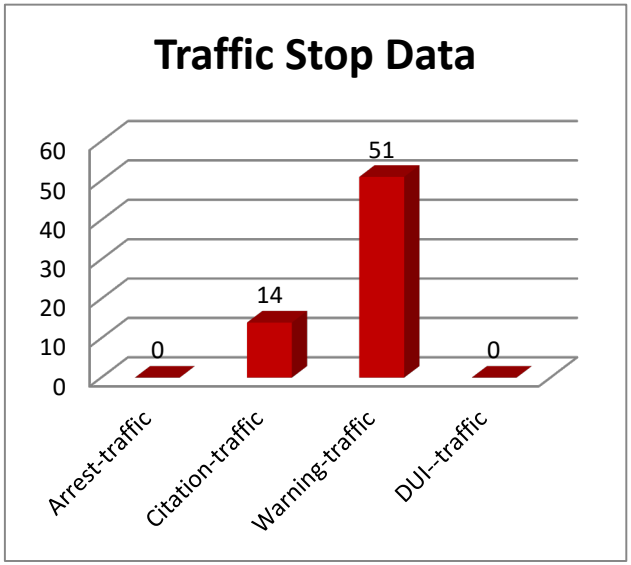
| | | |
|---|---|---|
| **Total Calls for Service** | | **468** |
| Day Shift | | 311 |
| Night Shift | | 157 |
| | | |
| **Priority 1 Calls** | | **110** |
| calls under 5 minutes | | 96 |
| calls under 6 minutes | | 14 |
| calls over 6 minutes | | 8 |
| | | |
| **Property Crimes** | | **7** |
| Burglary | | 1 |
| Larceny-Theft | | 5 |
| Motor Vehicle Theft | | 0 |
| Arson | | 0 |
| Criminal Mischief | | 1 |
| | | |
| **Violent Crime** | | **1** |
| Murder | | 0 |
| Forcible Rape | | 0 |
| Robbery | | 0 |
| Assault and Battery | | 1 |
| | | |
| **Traffic Violations-stops** | | **65** |
| Arrest-traffic | unk | |
| Citation-traffic | | 14 |
| Warning-traffic | | 51 |
| DUI--traffic | | 0 |
| | | |
| **Marine Violations** | | **0** |
| Marine Citations | | 0 |
| Marine Warnings | | 0 |
| Marine Crashes | | 0 |
| | | |
| **Traffic Crash** | | **15** |
| Traffic crash w/injuries | | 1 |
| Traffic crash w/o injuries | | 8 |
| Traffic "unknown injury" | | 6 |
| **Traffic Crash-Fatal** | unk | |

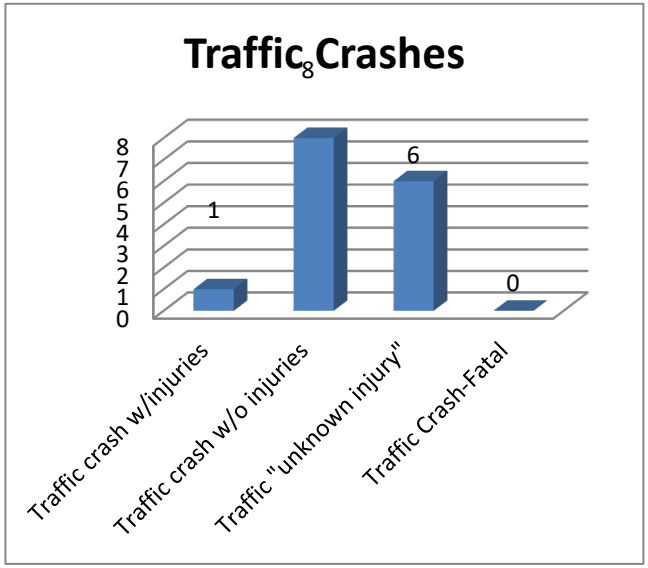



**City Ord. Violations** **0** **Distressed Swimmers** **0** **Drownings** **0**

Prepared by Analyst Whitney Rivero on Nov 6, 2025

Mary Esther Nov 2025v

**Total Calls for Service**

| | |
|---|---|
| Day Shift | 347 |
| Night Shift | 152 |

**Priority 1 Calls**

| | |
|---|---|
| calls under 5 minutes | 174 |
| calls under 6 minutes | 178 |
| calls over 6 minutes | 15 |

**Property Crimes**

| | |
|---|---|
| Burglary | |
| Larceny-Theft | 8 |
| Motor Vehicle Theft | 0 |
| Arson | |
| Criminal Mischief | 1 |

**Violent Crime**

| | |
|---|---|
| Murder | |
| Forcible Rape | |
| Robbery | |
| Assault and Battery | |

**Traffic Violations-stops**

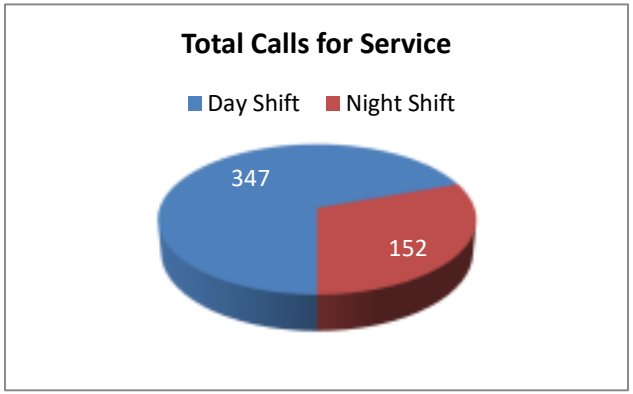
| | |
|---|---|
| Arrest-traffic | 2 |
| Citation-traffic | 19 |
| Warning-traffic | 121 |
| DUI--traffic | |

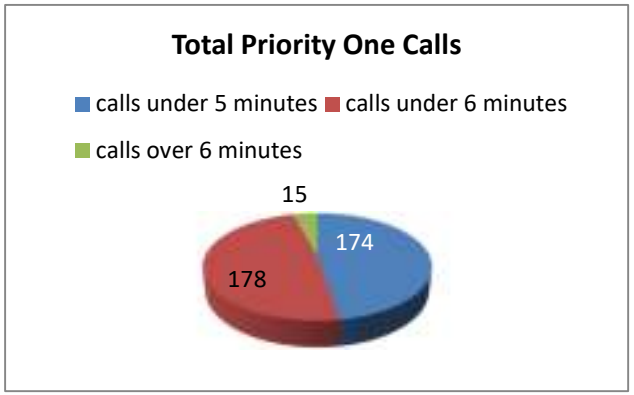
**Marine Violations**

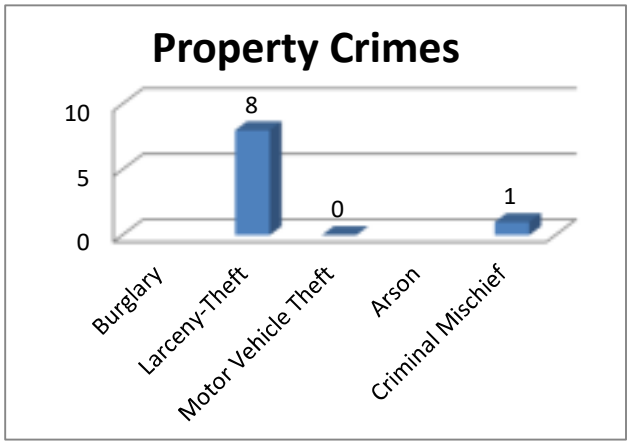
| | |
|---|---|
| Marine Citations | |
| Marine Warnings | |
| Marine Crashes | |

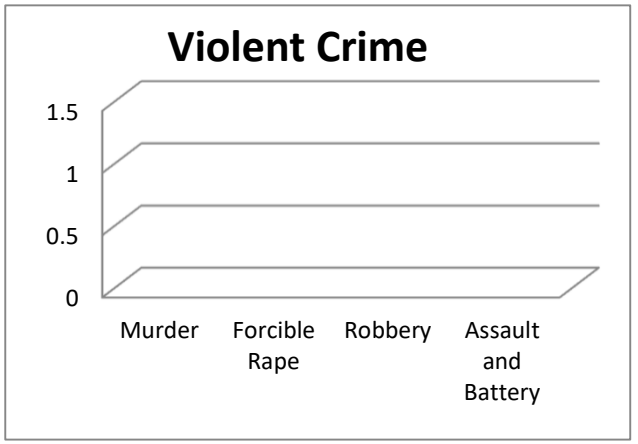
**Traffic Crash**

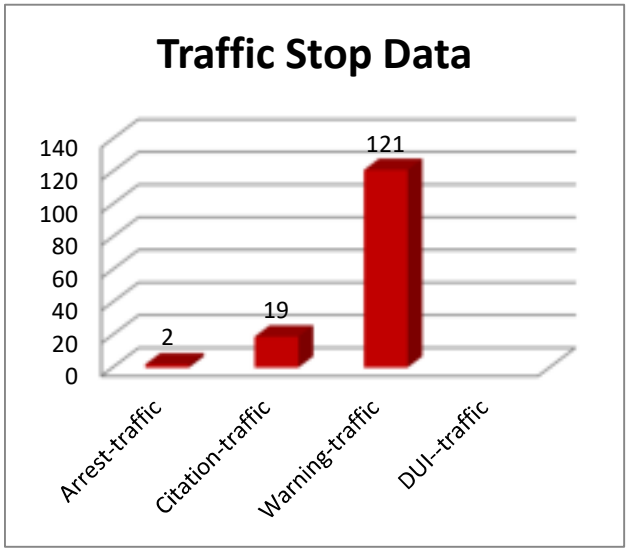
| | |
|---|---|
| Traffic crash w/injuries | 1 |
| Traffic crash w/o injuries | 13 |
| Traffic crash w/unknw injury" | 3 |
| **Traffic Crash-Fatal** | 0 |

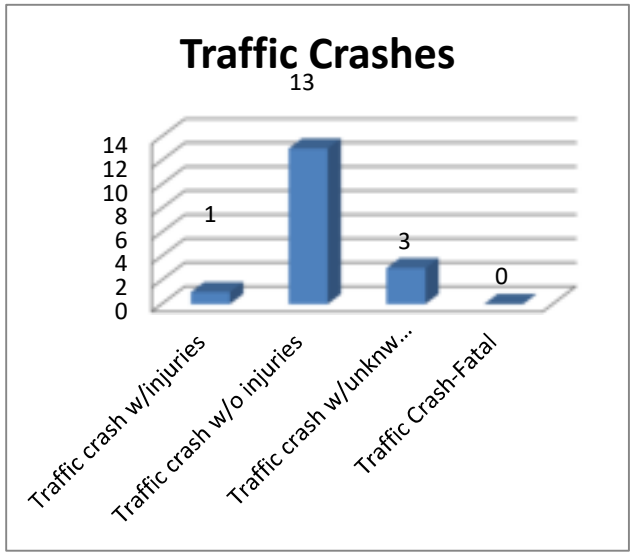



**City Ord. Violations**

**Distressed Swimmers**

**Drownings**

Prepared by Judy Zoerb on December 1.2025

**MINUTES**
**REGULAR MEETING**
**of THE MARY ESTHER CITY COUNCIL**
**November 3, 2025 - 6:00 PM**
195 Christobal Road – North, Mary Esther, FL 32569

**CITY COUNCIL PRESENT**

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

**CITY STAFF PRESENT**

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

**OTHERS PRESENT**

Jeff Wagner, OCWFD Chief

**1. INVOCATION**

Jeff Wagner, 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 requested adding a "Thank You Letter for those who volunteered for the city" as item 6.2. Mayor Stein asked for a motion to add that item to the agenda. Councilmember Sutton initiated the motion, seconded by Councilmember Carter. The motion passed unanimously.

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

**6. SPECIAL PRESENTATIONS**

**6.1. Florida City Week Essay Contest Awards**

Mayor Stein presented the awards to the winners of the Florida City Week Essay Contest.

**6.2. Thank You Letters**

Mayor Stein presented Thank You Letters to those who participated in the city beuatification day for City Week.

**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 to approve the consent agenda. Councilmember Coxwell initiated the

motion, seconded by Councilmember Sutton. The motion passed unanimously.

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

**7.1. Financial Report**

**7.2. Public Works Report**

**7.3. Library Report**

**7.4. Fire Department Report**

**7.5. Community Development Report**

**7.6. Jacobs Report**

**7.7. Law Enforcement Report**

**7.8. Minutes of the October 6th, 2025, Regular Council Meeting**

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

None.

## 9. PUBLIC COMMENT (NON-AGENDA ITEMS)

None.

## 10. UNFINISHED BUSINESS

### 10.1. Mary Esther Boulevard Landscaping Project Update

Public Works Director Shawn Lindsey discussed the Mary Esther Boulevard landscaping project update and the request for a professional rendering of the median landscaping. There was some discussion. Mayor Stein asked for a motion to authorize $7,500 for a professional rendering of the median landscaping. Councilmember Carter initiated the motion, seconded by Mayor Pro Tem Oder. The motion passed unanimously.

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

## 11. NEW BUSINESS

### 11.1. Epilepsy Awareness Month Proclamation

Mayor Stein read the proclamation declaring November 2025 as "Epilepsy Awareness Month" in Mary Esther. After reading, Mayor Stein asked for a motion to authorize the mayor to sign the proclamation, declaring November 2025 as "Epilepsy Awareness Month" in Mary Esther. 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 |

Laurie Michelle Lamar-Acuff, Epilepsy Alliance Florida, discussed Epilepsy Alliance Florida, their mission, and thanked the council for the proclamation

**11.2. Approval of Invoices for Highway 98 Emergency Sewer Repairs**

Public Works Director Shawn Lindsey discussed the background of the invoices for Highway 98 emergency sewer repairs. There was some discussion. Mayor Stein asked for a 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. 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 |

**11.3. Resolution 25-19: Approval of Sprayfield Lease Agreement with the Department of the Air Force**

Public Works Director Shawn Lindsey led the discussion of the lease agreement with the Department of the Air Force for the sprayfield. There was some discussion. Mayor Stein asked City Clerk Morris to read the title of Resolution 25-19, to which he did.

**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.**

Mayor Stein asked for a motion to adopt Resolution 25-19 to approve the attached lease and authorize the mayor to execute the agreement. 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 |

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

City Manager Jared Cobb discussed the permitting, licensing, code enforcement, and citizen

request software agreement with GovWell. There was some discussion. Mayor Stein asked City Clerk Morris to read the title of Resolution 25-20, to which he did.

**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).**

Mayor Stein asked for a 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. 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 |

**11.5. Resolution 25-21: Approval of FY 2026-27 Legislative Appropriation Request**

City Manager Jared Cobb discussed the FY 2026-27 legislative appropriation request for funding and supporting the Highway 98 water main replacement. Mayor Stein asked if there was any discussion. Hearing none Mayor Stein asked City Clerk Morris to read the title of Resolution 25-21, to which he did.

**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.**

Mayor Stein asked for a motion to adopt Resolution 25-21, approving the submission of the FY2026-27 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. 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 |

**11.6. Consideration of City Manager Contract Amendment**

City Manager Jared Cobb discussed the amendment to his current contract. Mayor Stein asked if there was any discussion. Hearing none, he asked for a motion to approve the first amendment to the employment agreement with the city manager. 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 |

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

Councilmember Sutton discussed attending the governor's events, discussed having a council giveback lunch to employees, the city beautification day, and upcoming open houses.

Councilmember Coxwell asked about the status of the Veterans Day parade, and Mayor Stein provided an update. Mayor Pro Tem Oder added being invited to the Beal Cemetery Memorial event that day, but will still be at the Veterans Day parade.

Councilmember Lawson had no additional comments.

Mayor Stein had no additional comments.

Councilmember Carter asked for an update on Azalea Park and the Santa Rosa Mall, and City Manager Cobb provided one.

Mayor Pro Tem Oder discussed the library cooperative meeting and the library cooperative online education ceremony. (He presented the graduating class to everyone, attached to the minutes.)

**13. OTHER COMMENTS**

City Attorney Dykes had no additional comments.

City Clerk Morris reminded council of their mailboxes, ethics training, cybersecurity training, upcoming meetings, and how to proceed with the citizen of the year applications, as none had been received. There was some discussion.

City Manager Cobb discussed the upcoming Veterans Day parade and event.

**14. ADJOURN**

The council meeting adjourned at 6:58 p.m.

**Minutes approved at the _____ meeting.**

_____

**Dillon Morris, City Clerk**

# Graduating Class

Alyx Mundy

Amanda Potter

Caroline Loyed Ong Machado

Chanya Higgins

Destinie Thomas Rogan

Kasondra Morris

Kelly Capps

Krista Griffin

Liznel C. Villalona

Mackenzie Clark

Mariah Blackshear

Miranda K. Brennan

Samantha Parker

Seneca Wynder

Vivian Lang

William Waites

**Procession of Graduates**

"Pomp and Circumstance"

**Welcome Remarks**

Vicky Stever

Coordinator, Okaloosa County Public Library Cooperative

**Guest Speaker**

David Deitch

Niceville City Manager

**Guest Speaker**

Cherry Dupre

COHS Class of 2024

**Graduate Speakers**

**Guest Speaker**

Patty Rogers

COHS Class of 2023

**Presentation of Diplomas**

Wendy Kauffman

Chief Operating Officer, Smart Horizons

**Recessional**

**Reception**

Light refreshments provided by the City of Niceville

**MINUTES**
**SPECIAL MEETING**
**of THE MARY ESTHER LOCAL PLANNING AGENCY**
**November 17, 2025 - 5:00 PM**
195 Christobal Road – North, Mary Esther, FL 32569

**LOCAL PLANNING AGENCY PRESENT**

Chris Stein, Chairman
Bernie Oder, Board Member
Susan Coxwell, Board Member
April Sutton, Board Member
Larry Carter, Board Member
Richard Lawson, Board Member

**CITY STAFF PRESENT**

Jared Cobb, City Manager
Hayward Dykes, City Attorney
Dillon Morris, City Clerk
Tyler Reed, Community Development Director

**1. INVOCATION**
No invocation given.

**2. CALL TO ORDER**
The meeting was called to order by Mayor Stein at 5:01 p.m.

**3. PLEDGE OF ALLEGIANCE**
Mayor Stein led the pledge of allegiance.

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

**5. ADMINISTRATION OF OATH TO THOSE PERSONS TESTIFYING**
City Clerk Morris administered the oath to all who would speak that night.

**6. ITEMS FOR CONSIDERATION**

**6.1. Big Box Retail/ Grocery Market Major Preliminary Development Order**
Community Development Director Tyler Reed led the presentation (attached) of the big box retail/grocery market major preliminary development order. There was some discussion. Mayor Stein opened public comment, but no one spoke on the topic.

Mayor Stein asked if LPA had any discussion, and they discussed the proposed major preliminary development order. Mayor Stein asked for a motion for the Local Planning Agency to forward a recommendation to the City Council to approve the preliminary development order for the proposed big box retail / grocery market, consistent with the findings and conditions outlined in this report, subject to the resolution of outstanding issues related to the unity of title and zoning consistency. Councilmember Sutton initiated the motion, seconded by Councilmember Coxwell. The motion passed 4-1.

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

**7. ADJOURN**
The council meeting adjourned at 5:30 p.m.

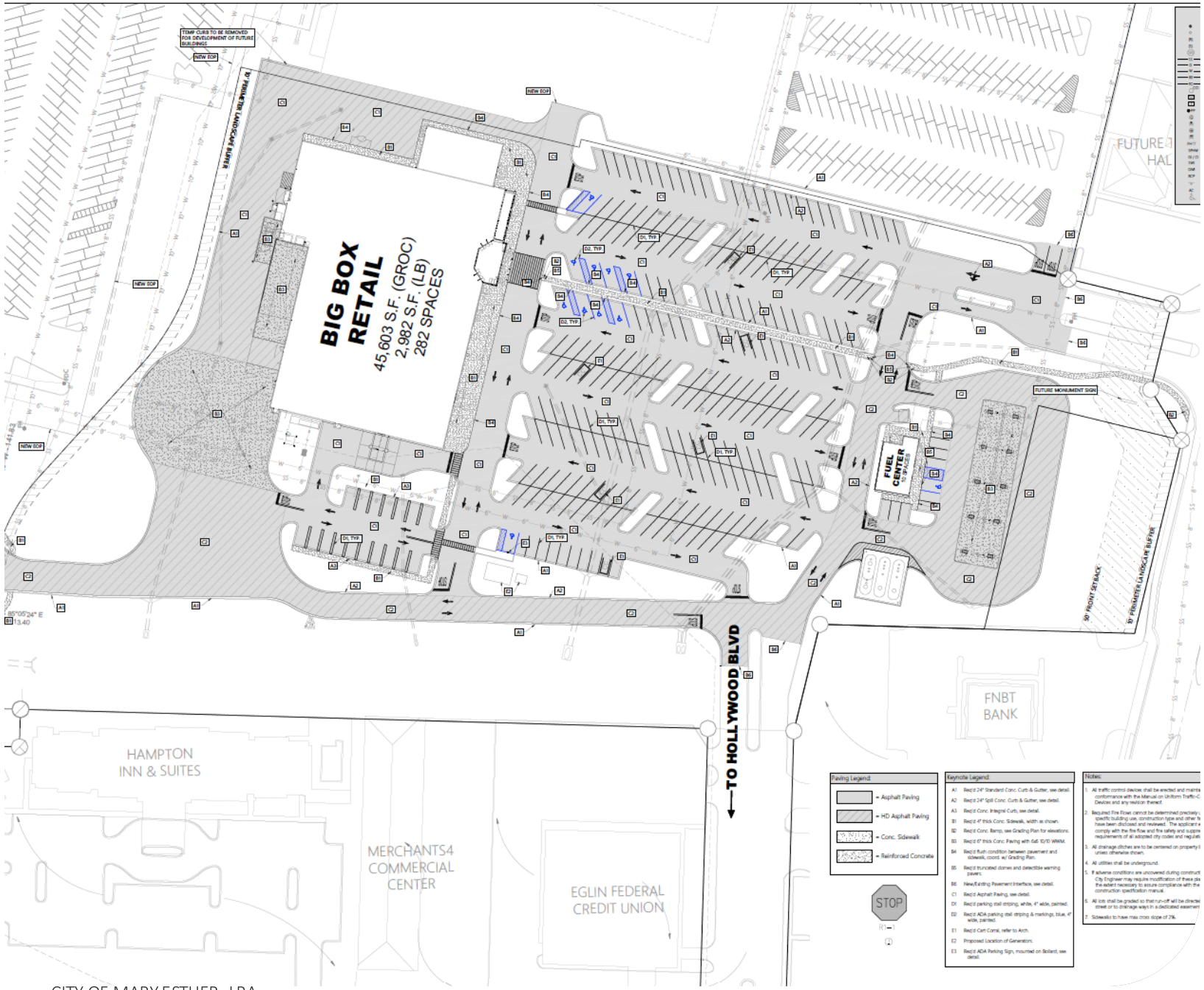
**Minutes approved at the _____ meeting.**

_____

**Dillon Morris, City Clerk**

City of Mary Esther
Community Development Department

# Redevelopment of Santa Rosa Mall: Preliminary Development Order for Grocery Store and Fuel Station




# SUMMARY OF THE PROPOSED REDEVELOPMENT PROJECT

**Project Overview**

The plan includes building a combined grocery store and an associated fuel station/convenience store on the former JCPenney site at the Santa Rosa Mall.

**Commercial Enhancement**

The project aims to provide economic opportunity and variety in retail/grocery within the City.

# LOCATION AND BOUNDARIES OF THE PROJECT AREA

Santa Rosa Mall – Former JCPenney and adjacent parcels

# ZONING AND FUTURE LAND USE MAP (FLUM) DETAILS

**Zoning Classifications**

C-2 General Commercial District

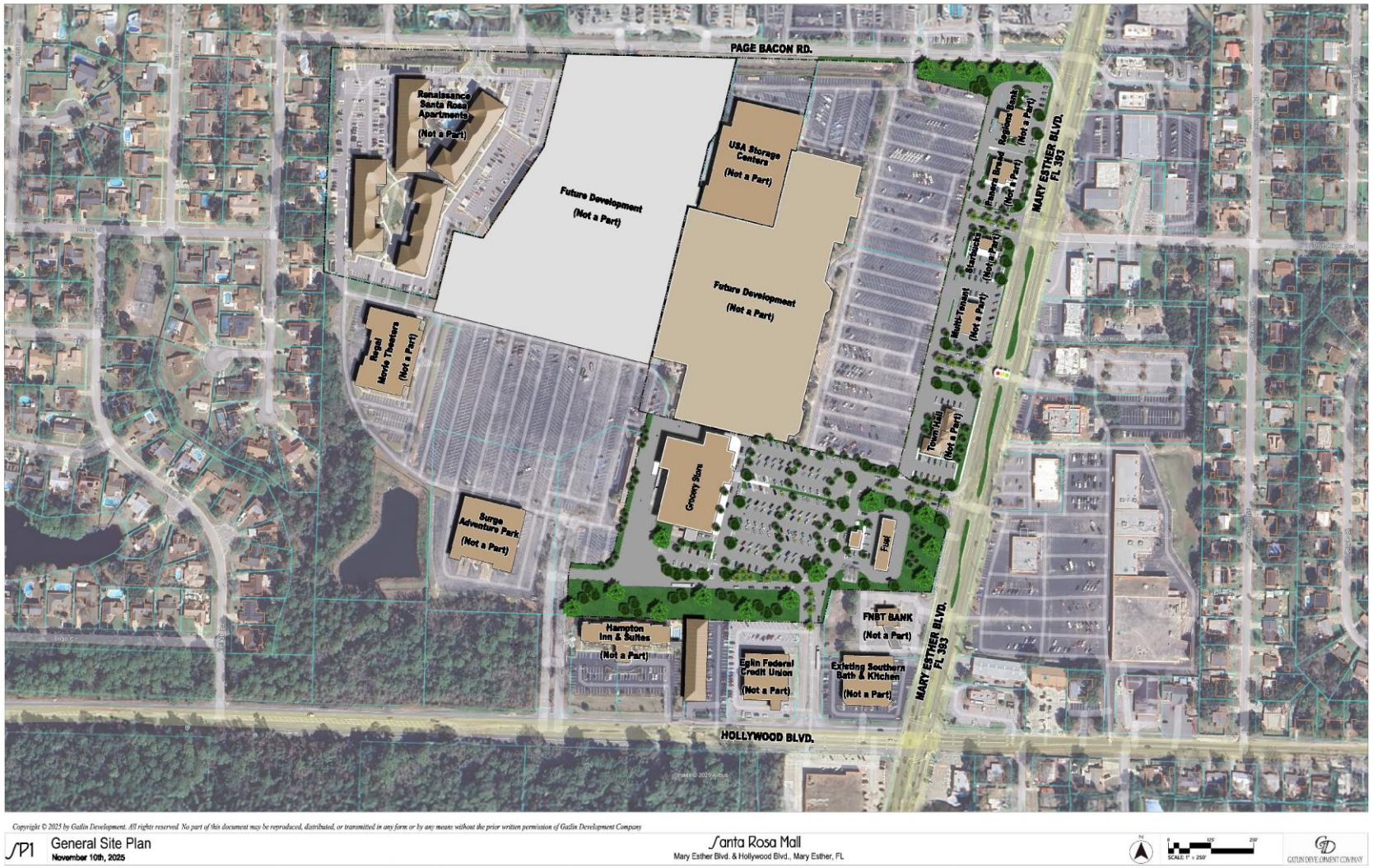
**Future Land Use Designations**

Commercial

**Overlays**

Town Center Overlay

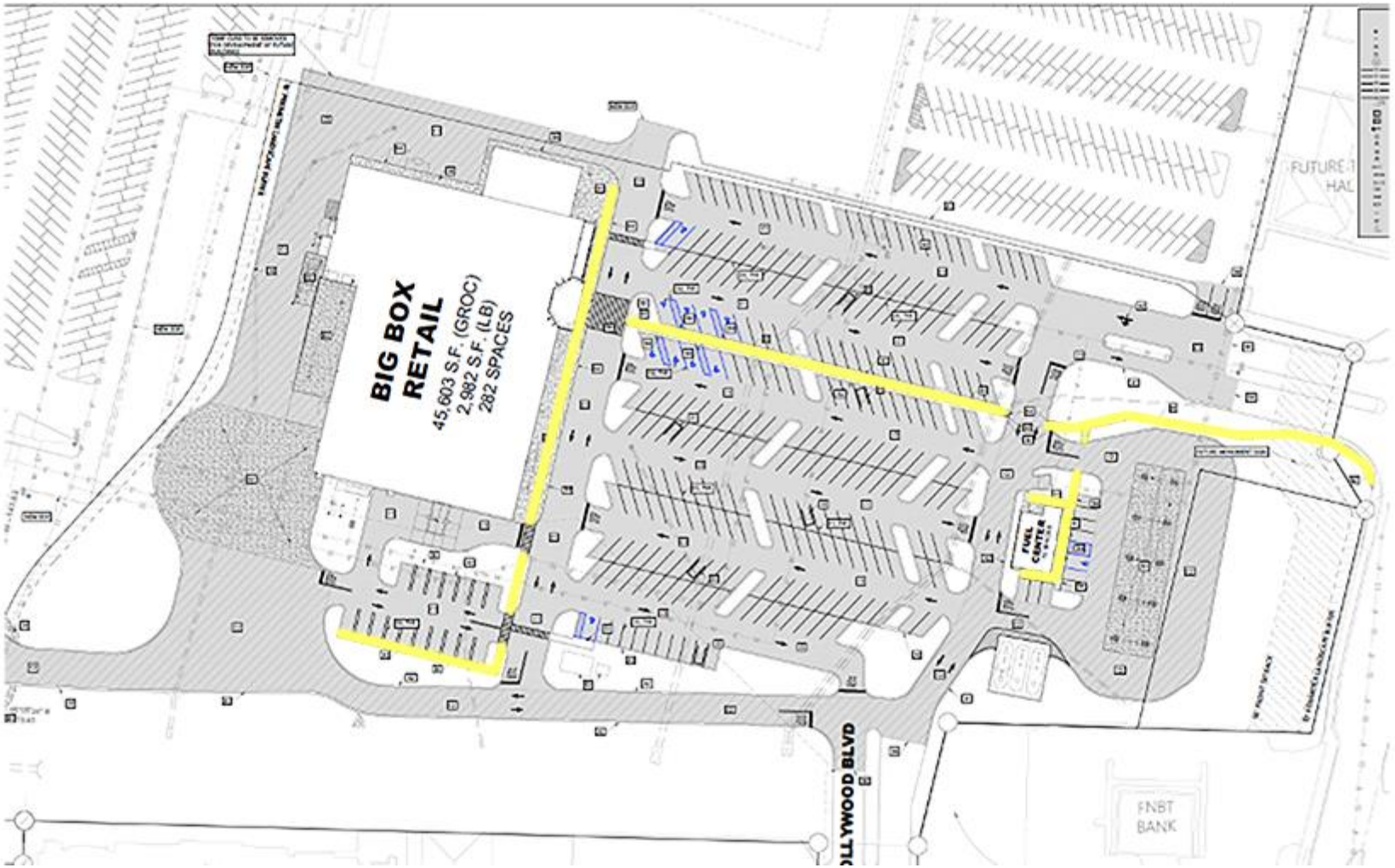
# SITE PLAN


PAGE BACON RD.
Renaissance Santa Rosa Apartments (Not a Part)
Future Development (Not a Part)
USA Storage Centers (Not a Part)
Future Development (Not a Part)
Regal Movie Theaters (Not a Part)
Surge Adventure Park (Not a Part)
Grocery Store
Fuel
Hampton Inn & Suites (Not a Part)
Eglin Federal Credit Union (Not a Part)
FNBT BANK (Not a Part)
Existing Southern Bath & Kitchen (Not a Part)
HOLLYWOOD BLVD.
MARY ESTHER BLVD. FL 393
Regions Bank (Not a Part)
Panera Bread (Not a Part)
Starbucks (Not a Part)
Multi-Tenant (Not a Part)
Town Hall (Not a Part)
Copyright © 2025 by Gatlin Development. All rights reserved. No part of this document may be reproduced, distributed, or transmitted in any form or by any means without the prior written permission of Gatlin Development Company
SP1 General Site Plan
November 10th, 2025
Santa Rosa Mall
Mary Esther Blvd. & Hollywood Blvd., Mary Esther, FL
SCALE 1" = 250'
GATLIN DEVELOPMENT COMPANY

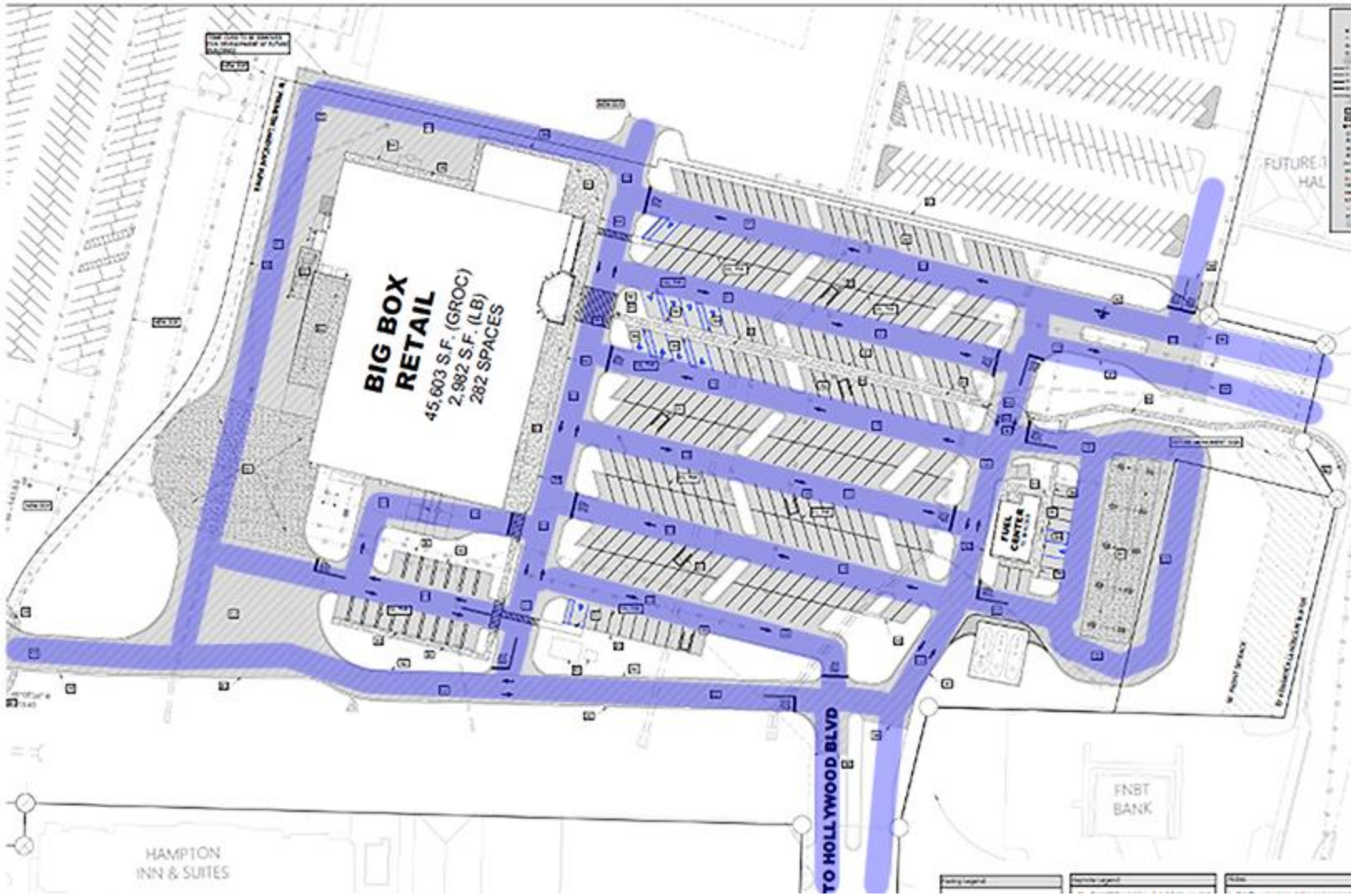
# SITE PLAN

JP2 Grocery Store Site Plan
November 10th, 2025

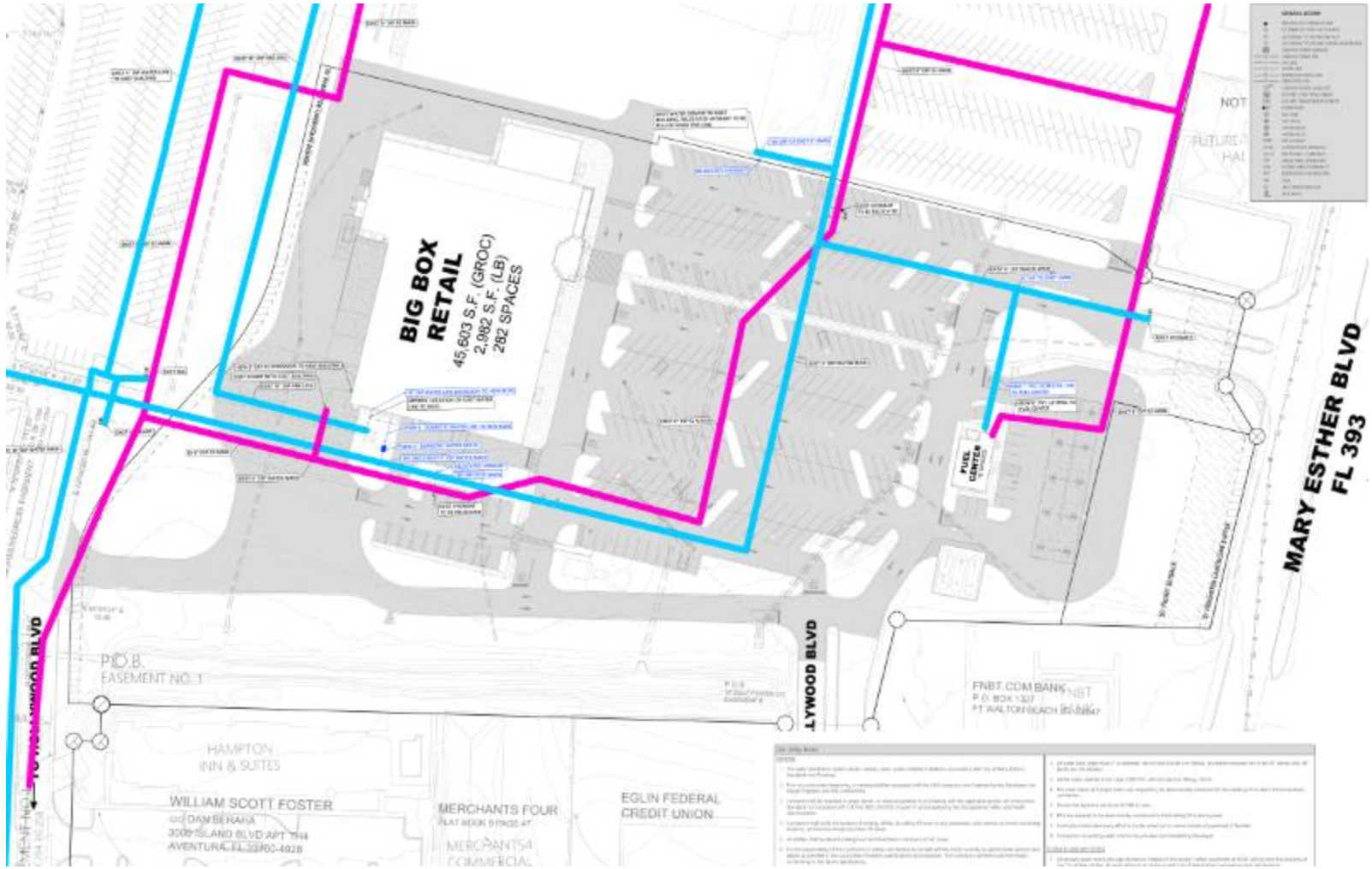
Santa Rosa Mall
Mary Esther Blvd. & Hollywood Blvd., Mary Esther, FL


BIG BOX
RETAIL
45,603 S.F. (GROC)
2,982 S.F. (LB)
282 SPACES
FUTURE
HAL
FUEL
CENTER
FNBT
BANK

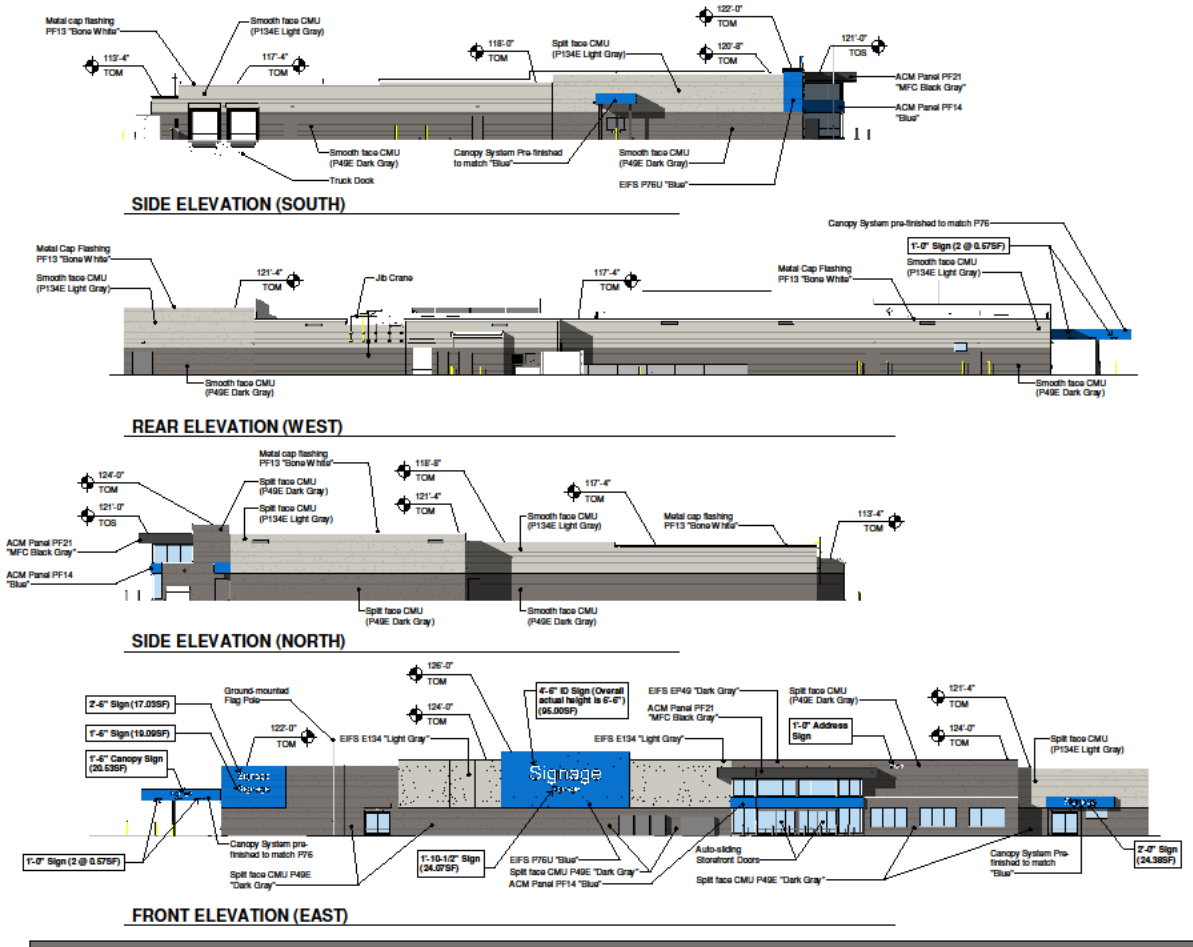
# SIDEWALKS




# DRIVE AISLES/ CONNECTIVITY




# WATER LINE/ SANITARY SEWER




# BIG BOX RETAIL/GROCERY STORE AND FUEL STATION CONCEPTS

The redevelopment features a new retail/ grocery store aimed at meeting local community needs with convenience and variety.

| brr | 10/23/24 | Walmart | # 90145-000 | ST. AUGUSTINE, FL | FUEL CANOPY | BD17 |
|---|---|---|---|---|---|---|

# BIG BOX RETAIL/GROCERY STORE AND FUEL STATION CONCEPTS

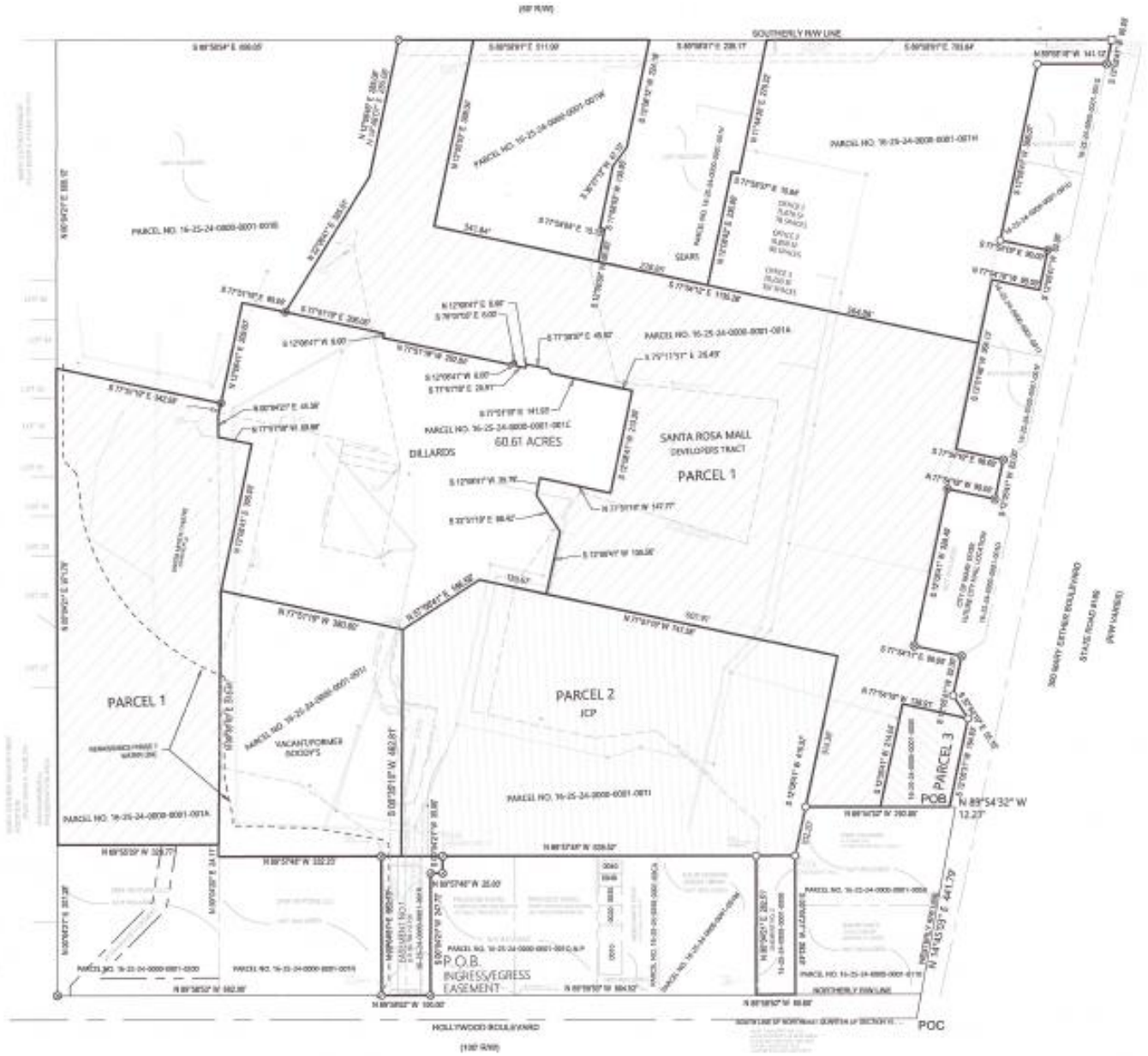
## Fuel Station

A fuel station is planned to enhance accessibility and convenience for community members and travelers.

# BIG BOX RETAIL/GROCERY STORE AND FUEL STATION CONCEPTS

## Adjacent Convenience Store

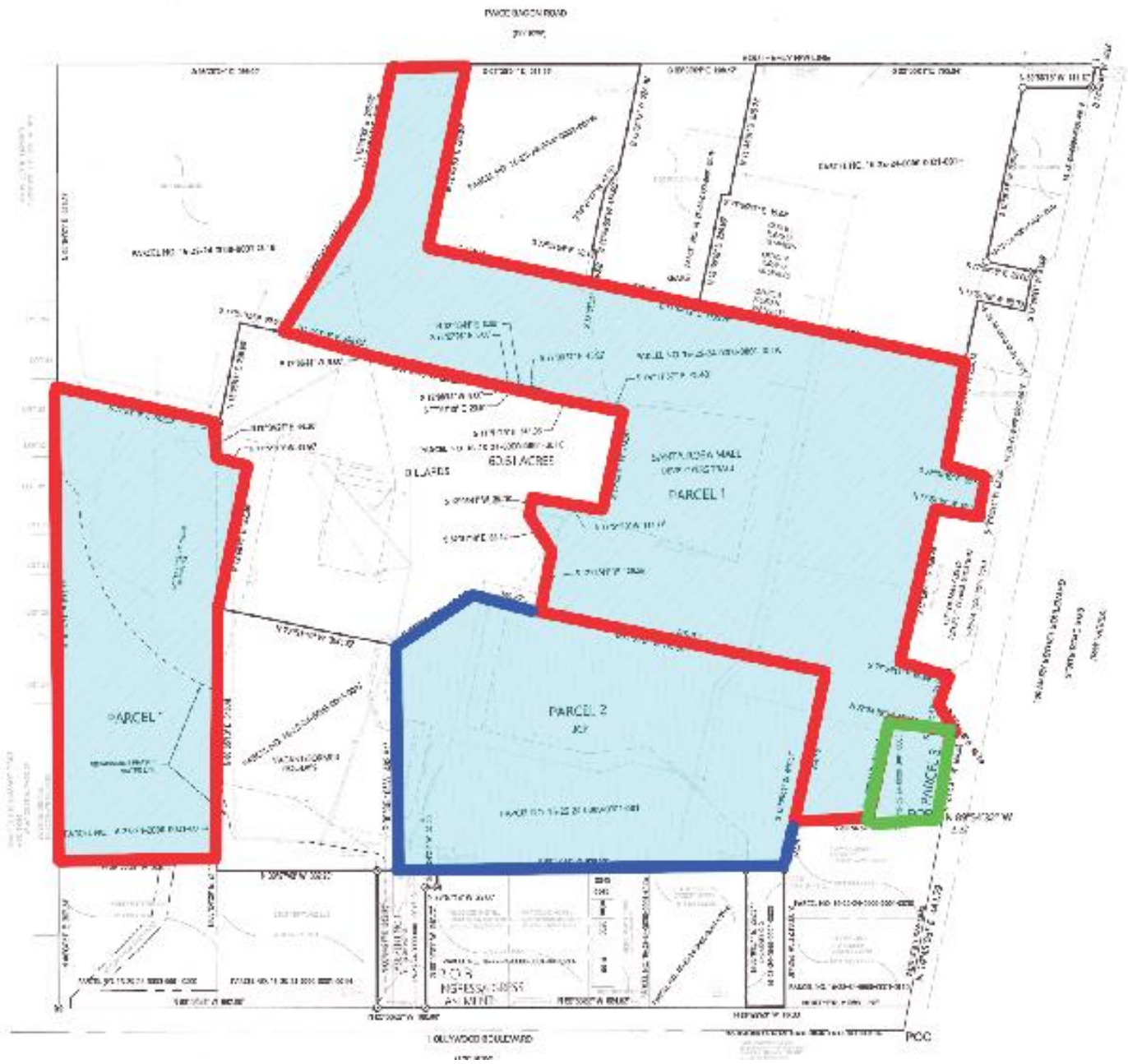
An adjacent convenience store is planned to enhance accessibility and convenience for community members and travelers.




# UNITY OF TITLE

## Background

Unity of Title proposed to integrate Parcels 1, 2, and 3 for unified access, infrastructure, and zoning regulations.




# UNITY OF TITLE BOUNDARIES

# Questions

**MINUTES**
**SPECIAL MEETING**
**of THE MARY ESTHER CITY COUNCIL**
**November 17, 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

**OTHERS PRESENT**

**1. INVOCATION**
No invocation given.

**2. CALL TO ORDER**
The meeting was called to order by Mayor Stein at 5:59 p.m.

**3. PLEDGE OF ALLEGIANCE**
Mayor Stein led the pledge of allegiance.

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

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

| | |
|---|---|
| **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 |

**6. NEW BUSINESS**

**6.1. Consideration: Selection of Digital Boardwalk as First-Ranked Proposer for RFP 2025-01, Managed IT and Cybersecurity Services, and Authorization to Negotiate Final Contract**
City Manager Jared Cobb led the discussion of the selection of Digital Boardwalk for managed IT and cybersecurity service. There was some discussion. Mayor Stein asked for a motion to select Digital Boardwalk as the first-ranked proposer for RFP 2025-01, managed IT and cybersecurity services, and authorize the city manager to negotiate a contract, with the finalized contract brought back to the city council for consideration. 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 |

**7. ADJOURN**

Councilmember Sutton discussed the upcoming employee appreciation potluck.

Councilmember Coxwell discussed the Veterans Day parade strengths and weaknesses, and informed citizens not to park on the street for the Santa run.

Councilmember Lawson had no additional comments.

Mayor Stein had no additional comments.

Councilmember Carter had no additional comments.

Mayor Pro Tem Oder discussed property taxes, the Florida House and Senate's efforts to address the issue, and the complications with Senate Bill 180.

City Attorney Dykes had no additional comments.

City Clerk Morris reminded the mayor and council to check their mailboxes and to do the yearly cybersecurity and ethics training.

City Manager Cobb discussed the success of the Veterans Day parade.

The council meeting adjourned at 6:12 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:** Tyler Reed, Community Development Director

**DATE:** December 8, 2025

**SUBJECT:** Big Box Retail/ Grocery Market Major Preliminary Development Order

---

**BACKGROUND:**

I. SUMMARY

The applicant, Mullins Engineering, LLC, on behalf of David Schonberger, requests approval of a Preliminary Development Order (PDO) for the redevelopment of a portion of the Santa Rosa Mall property to accommodate a new big-box retail/grocery market, along with an associated fuel station.

The project area is approximately 11.25 acres and proposes more than 48,000 sq. ft. of impervious surface, qualifying as a Major Development pursuant to LDC Section 2.05.00. The Local Planning Agency (LPA) gave its recommendation on November 17, 2025.

II. PROPERTY INFORMATION

- Location: Santa Rosa Mall Property
- Future Land Use: Commercial
- Zoning: C-2 (General Commercial District)
- Acreage: Approximately 11.25 acres
- Proposed Use: Grocery Store and fuel station
- The existing zoning and Future Land Use Map (FLUM) allow for a grocery store and a fuel station. The property is part of the larger Santa Rosa Mall redevelopment area, envisioned as a mixed-use town center under the newly adopted Town Center Overlay.

**DISCUSSION:**

IV. Architectural Design & Town Center Integration

- Staff recommends integration with future development within the Town Center Overlay to achieve coordinated redevelopment consistent with the Mary Esther Vision Plan.
- Staff recommends that elevations submitted at the PDO stage be classified as conceptual

and that final design elements be refined at the Final Development Order (FDO) stage to ensure architectural consistency across future parcels consistent with the future character of the area. The applicant has agreed to this consideration and has requested that final elevations be approved in the Final Development Order phase.

V. UNITY OF TITLE AND ZONING COORDINATION

A. Background

The applicant intends to record a Unity of Title to tie together multiple parcels within the Santa Rosa Mall redevelopment area, ensuring unified site access, infrastructure, and coordinated development. The proposed title identifies three lots—Parcel 1, Parcel 2, and Parcel 3—which will function as an integrated development. Parcel 2 contains the proposed grocery store use, while Parcels 1 and 3 are planned for ingress/egress, future development, and open space, respectively.

B. Staff Findings and Concerns

Staff identified a potential zoning conflict related to the proposed rezone of Parcel 1. A portion of Parcel 1 is bordered by Parcels 2 and 3, and the rezoning application proposes that Parcel 1 be rezoned to a Planned Mixed-Use Development District (PMDD).

If this occurs, the property would have split zoning between the existing C-2 (General Commercial) and PMDD, which is not permitted under the Land Development Code. Staff has advised the applicant that dual zoning within a unified parcel cannot be supported and may create future complications in the PDO and FDO process, including conflicts with use permissions, development standards, and enforcement.

Despite these concerns, the owner has elected to proceed with the current PDO application and is aware of the implications. Staff will require the zoning issue to be resolved prior to or concurrent with final platting and future rezoning actions.

C. Applicant’s Response

The applicant provided the following written clarification:

“As discussed, the current project boundary for the PMDD does not include the portion of Parcel 1 being utilized by the current PDO development, except for ingress/egress from Mary Esther Blvd (such ingress/egress easement to be addressed at the time of platting for the PMDD). Let me know if you need anything further from me on this.”

Staff acknowledges this clarification and will continue coordination to ensure that the final plat, zoning map, and Unity of Title documentation clearly delineate parcel boundaries and zoning designations.

The Land Planning Agency recommended approval on November 17, 2025, with one against.

As of Dec 1, 2025, Staff is still waiting on Title Opinion for the Unity of Title. This document is crucial in moving forward to a finalized Unity of Title and the Preliminary Development Order.

D. Staff Recommendation
Prior to Council consideration, staff recommends that the applicant:

1. Submit a Title Opinion for the subject parcels and any other supporting documents for the Unity of Title
2. Submit an exact resolution to fix the Unity of Title/ Zoning issue.
3. Confirm that the Unity of Title will not merge parcels with differing zoning designations

**FINANCIAL IMPACT:**
There are no anticipated financial impacts of this proposal.

**RECOMMENDATION:**

Motion to the City Council to approve, deny, or table the Preliminary Development Order (PDO) for the proposed Big Box Retail / Grocery Market, consistent with the findings and conditions outlined in this report, subject to the resolution of outstanding issues related to the Unity of Title and zoning consistency.

If the outstanding issues related to the Unity of Title have not been met by the date of the Regular City Council Meeting, December 8, 2025, staff recommends a motion to table the Preliminary Development Order for further review.

**ATTACHMENT(S):**
1. Big Box Retail Mary Esther - PDO Set
2. Conceptual Building Elevations
3. Conceptual Perspective
4. Fuel Station Conceptual Elevations
5. Unity of Title Boundary Survey
6. 10-3-25 Jacobs Concurrency Review
7. Unity of Title Agreement Draft
8. Public Notice
9. PowerPoint Presentation

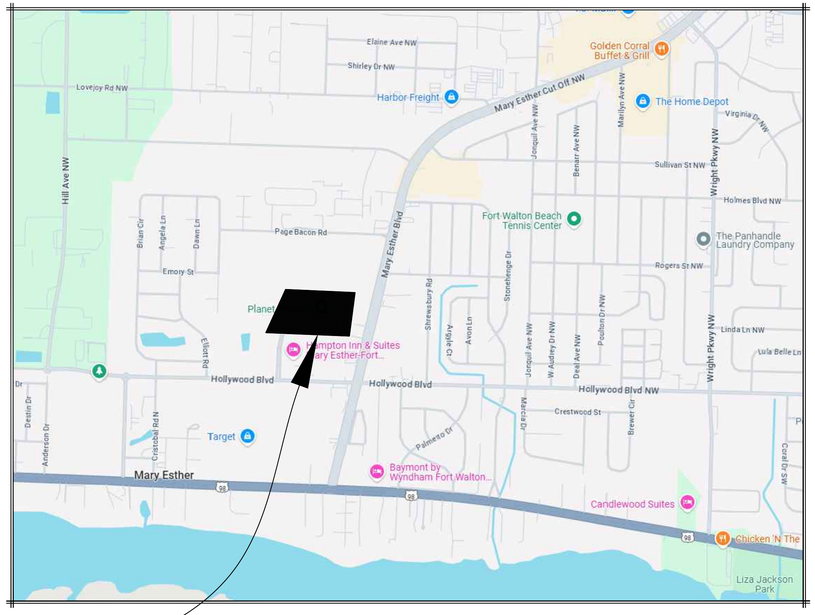
# BIG BOX RETAIL

## *MARY ESTHER MARKETPLACE & RESIDENCES*

Address:
300 Mary Esther Blvd
Mary Esther, FL 32569

Prepared for:
Radiant Partners

Plan Set Date:
9/8/2025

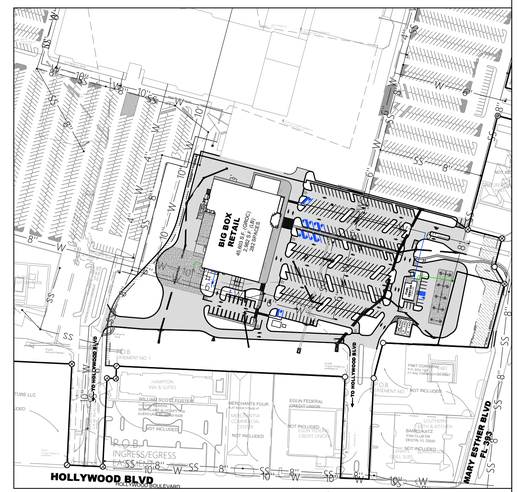



Vicinity Map
Not to Scale

**Site**

## Sheet Index


| Sheet Name | Sheet No. | Revision | Rev. Date |
|---|---|---|---|
| Cover | C0 | --- | --- |
| Civil Specifications | C1 | --- | --- |
| Civil Specifications | C2 | --- | --- |
| Existing Conditions | C3 | --- | --- |
| Overall Future Layout Plan | C4 | --- | --- |
| Keynote Plan | C5 | --- | --- |
| Layout Plan | C6 | --- | --- |
| Utility Plan | C7 | --- | --- |
| Grading Plan | C8 | --- | --- |
| Tree Survey | C9 | --- | --- |
| SWPPP Plan | C10 | --- | --- |
| Erosion Control Plan - Phase 1 | C11 | --- | --- |
| Erosion Control Plan - Phase 2 | C12 | --- | --- |
| Civil Details | C13 | --- | --- |
| Civil Details | C14 | --- | --- |


Overview
Scale: 1" = 200'

## General Notes

1. All work to be done in accordance with City of Mary Esther and Florida Department of Transportation standards and specifications, latest edition.
2. This site shall meet the requirements set forth in the *2010 ADA Standards for Accessible Design* manual, including but not limited to, accessible paths/routes, parking spaces, etc. The Contractor is responsible for ensuring the site is constructed according to these standards and any repairs/corrections/etc. necessary to comply with these standards shall be at the expense of the Contractor. These standards are available at: *https://www.ada.gov/law-and-regs/design-standards/2010-stds/#top*
3. Prior to any construction activity, a pre-construction conference will be held. Attendees to include the Owner, Engineer, Survey Crew Supervisor and Contractor's Superintendent.
4. The Contractor is responsible for notifying the applicable governmental agencies and departments of the beginning of construction.
5. Contractor is responsible for applying and paying for necessary permits.
6. The Contractor is responsible for having all existing utilities located, by calling Sunshine One (1-800-432-4770), prior to any construction. All existing utilities to be uncovered and verified as to size, location, elevation and condition prior to commencement of construction. Contractor shall be fully responsible for any and all damages which might occur by failure to exactly locate and preserve any and all utilities.
7. No deviation from the plans is allowed without prior approval from the Engineer. Said approval shall be given in writing. No change orders or quantity adjustments will be considered without said written approval.
8. The Contractor is responsible for coordinating with the various utility companies on the placement of their conduits and services.
9. Any work on public right of way will require a traffic control plan in accordance with the M.U.T.C.D. preparation and submittal of said plan to the appropriate authority is the responsibility of the Contractor. Contractor shall provide adequate traffic control devices and safety measures for construction work within public right-of-ways in accordance with the M.U.T.C.D.
10. Clearing limits to be kept to the minimum required for the construction of the improvements.
11. The Contractor is responsible for keeping mud/debris/materials off adjacent property, public streets and rights of way. Clean up is required daily.
12. Utility trenches shall be cut with a machine that removes only the minimum amount of material so that the trench width is minimum necessary to lay the respective underground utility.
13. Backfill of utility trenches within the proposed right of way to be in accordance with the City of Mary Esther specifications.
14. All utility trenches shall be compacted to at least 95% Standard Proctor density according to FHA data sheet 79-G.
15. Stumps, roots, trees and other organic waste material must be burned or carried off-site for disposal at the Contractor's expense. No burial of these materials or any other waste will be allowed. Should the Contractor choose to burn waste on-site, they shall obtain a burn permit from the City of Mary Esther Fire Department.
16. As a minimum, final cleanup and dress-up of the Project to include the following:
    A. Removal of all clearing and grubbing debris.
    B. Removal of all trash and construction debris.
    C. Final grading of lots and public right of way.
    D. Respreading of topsoil at landscaped areas.
16. All boulders, debris, excess construction materials, material generated from demolition of existing structures and facilities or trash shall be removed from site at Contractor's expense.
17. The Contractor shall prevent the destruction of all survey monuments, bench marks, property corners and all other survey points. Where the removal of such points are necessary for the accomplishment of the work, the Contractor shall inform the Engineer in writing, prior to the disturbance of any point, and shall not disturb the point until written permission to do so has been issued by the Engineer.
18. Pavement cuts shall be repaired with material in-kind to that removed.
19. In accordance with generally accepted construction practices, the Contractor is solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement applies continuously and shall not be limited to normal working hours.
20. The duty of the Engineer to conduct construction observation of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on or near the construction site.
21. The Contractor shall be responsible for cleaning dirt and debris from the adjoining streets, parking lots, and drives during construction. Any damage to adjoining and existing facilities shall be repaired by the Contractor, at no additional cost to the Owner, during the construction of this site.
22. No fill dirt shall be placed on the property that might interfere with drainage flow from adjacent property. Storm drainage system shall be installed prior to fill material being placed.
23. The Contractor shall be totally responsible for TVI, vacuum testing manholes, and air testing sewer lines if required.
30. Any signage requires separate review, approval, and permitting.
31. No changes shall be made to these approved plans without the Engineer of Record being notified before changes are made and the Engineer of Record acquiring approval from the City Engineer.
32. If approval from any state or federal regulatory agency is required to perform work on this project, a copy of each permit required shall be delivered to the City of Mary Esther's Land Development Department prior to approval of said plans.

**PDO SET - FOR APPROVAL**

TODD M WHEELER LICENSE No 92378 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/8/2025
TODD M WHEELER, P.E.
FL. PE No. 92378 COA#32689

Prepared by:


MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE
2101 West Clinton Avenue, Suite 503, Huntsville, AL 35805
(256) 690-5312

SECTION 31 20 00 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns and grasses, and exterior plants.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for slabs-on-grade.
4. Subbase course for concrete walks and pavements.
5. Subbase and base course for asphalt paving.
6. Excavating and backfilling for utility trenches.
7. Respreading of topsoil.

1.2 SUBMITTALS

A. Building pad certification.

1.3 DEFINITIONS

A. Backfill: Soil material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site or on site borrow pit for use as fill or backfill.

E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Owner's Representative. Authorized additional excavation and replacement material will be paid for according to Contract provisions changes in the Work.
2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Owner's Representative. Unauthorized excavation, as well as remedial work directed by Owner's Representative, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Flowable Fill or Controlled Low Strength Material (CLSM): A self-compacting alternative to granular backfill material that is not concrete and has a compressive strength between 50 and 200 psi.

I. Lean Concrete: Concrete of low cementitious material content.

J. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

K. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

L. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

M. Topsoil: Fertile soil meeting requirements of ASTM D 5268 with a pH range of 5.5 to 7 and a minimum of 2 percent organic material content. Clean soil per planting soil requirements in Section 329000 "Planting."

N. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 QUALITY ASSURANCE

A. Imported (borrow) soil must be tested and certified, by the Owner's testing agency, as suitable material, free of any environmental contaminates. Coordinate imported materials and their source with Division 31 Section "Erosion and Sedimentation Control" and the Storm Water Pollution Prevention Plan. The Contractor will be liable for any and all clean-up costs associated with unapproved, imported materials.

1.5 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by the Owner's Representative and then only after arranging to provide temporary utility services according to requirements indicated.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Provide ASTM D 2487 or AASHTO M 145 classified soil materials according to geotechnical engineer's written recommendations in Division 00 Section "Geotechnical Data."

C. Satisfactory Soils: Recommended materials free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

1. Satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction will be considered unsatisfactory soil materials.

D. Provide granular soils materials according to local department of transportation (DOT) regulations or as follows:

1. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
2. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
3. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
4. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
5. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

2.2 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility.

PART 3 - EXECUTION

3.1 PREPARATION

A. Comply with geotechnical engineer's written recommendations in Division 00 Section "Geotechnical Data."

B. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

C. Preparation of subgrade is specified in Division 31 Section "Site Clearing."

D. Protect and maintain erosion and sedimentation controls, which are specified in Division 31 Section "Erosion and Sedimentation Control (Includes SWPPP)" during earthwork operations.

3.2 EXCAVATION

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. No changes in the Contract Sum or the Contract Time will be authorized except for rock excavation or removal of obstructions not specifically indicated in the Contract Documents.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
2. Authorized additional excavation and replacement material will be paid for according to Contract provisions as specified in Division 00 Section "General Conditions."

B. Excavation for Structures: Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections

C. Excavation for Walks and Pavements: Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

D. Excavation for Utility Trenches: Excavate trenches to indicated gradients, lines, depths, and elevations or as required by authorities having jurisdiction. Reference trench detail CSD-2.

1. Trench Width: Provide a minimum clearance of 9 inches (230 mm) on each side of pipe or conduit with a desired maximum clearance of 12 inches (300 mm) on each side. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit, unless otherwise indicated.
2. Trench Bottoms: Provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
   a. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material, 4 inches (100 mm) deeper elsewhere, to allow for bedding course as required by authorities having jurisdiction.

3.3 SUBGRADE INSPECTION

A. Proof-roll subgrade below the building slabs and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades. Proof-roll in presence of Owner's testing agency.

B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Owner's testing agency, without additional compensation.

3.4 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations, wall footings, utility pipe, or other construction as approved by the Owner's testing agency.

3.5 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover or temporarily stabilize as specified in Division 31 Section "Erosion and Sedimentation Control (Includes SWPPP)."

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.6 UTILITY TRENCH BACKFILL

A. General: Backfill trenches as indicated on Drawings.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

C. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

D. Backfill trenches excavated under footings and within 18 inches (450 mm) of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 03 Section "Cast-in-Place Structural Concrete."

E. Provide concrete encasement for piping or conduit less than 24 inches (610 mm) below surface of roadways only when indicated on the Drawings or as required by authorities having jurisdiction.

F. Place and compact initial backfill of subbase material or satisfactory soil.

1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing and Owner's testing agency.

G. Place and compact final backfill as indicated on Drawings to final subgrade elevation.

H. Install warning tape directly above utilities, 12 inches (300 mm) below finished grade, except 6 inches (150 mm) below subgrade under pavements and slabs.

3.7 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations. Comply geotechnical engineer's written recommendations in Division 00 Section "Geotechnical Data."

3.8 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content or as directed by Owner's Testing Agency.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, at no additional cost to the Owner, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight. See Division 31 Section "Dewatering"

3.9 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698, Standard Proctor:

1. Under structures, building slabs, future expansion areas, steps, walkways, and pavements, scarify and recompact top 8 inches (203 mm) of existing subgrade and each layer of backfill or fill soil material at 98 percent.
2. Under lawn or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 85 percent.

3.10 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawns and Unpaved Areas: Plus or minus 1 inch (25 mm).
2. Pavements and Walks: Plus or minus 1/2 inch (13 mm).
3. Coordinate respreading or placement of topsoil/planting soil with landscape contractor and section 329000 "Planting."

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch (13 mm) when tested with a 10-foot (3-m) straightedge.

3.11 SUBBASE AND BASE COURSES

A. Place subbase and base course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase and base course under pavements and walks as follows:

1. Shape subbase and base course to required crown elevations and cross-slope grades.
2. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D 698, Standard Proctor.

3.12 DRAINAGE COURSE

A. Place drainage course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:

1. Place drainage course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 98 percent of maximum dry unit weight according to ASTM D 698.

3.13 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing. Coordinate scheduled earth moving work with the Owner's testing agency.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by the Owner's testing agency.

D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable.

E. Provide other field tests, such as bearing ratio of subgrades, subbases, and bases for paving, as required by authorities having jurisdiction.

F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest, at the Contractor's cost, until specified compaction is obtained.

3.14 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

C. Where settling occurs before Project warranty period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

3.15 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION

SECTION 32 12 16 - ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes

1. Hot-mix asphalt paving.
2. Hot-mix asphalt patching and overlays.

1.2 SUBMITTALS

A. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.

B. Material Certificates: For each paving material, from manufacturer.

1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer shall be registered with and approved by authorities having jurisdiction or the DOT of the state in which Project is located.

B. Regulatory Requirements: Comply with state or local DOT for asphalt paving work.

C. Asphalt-Paving Publication: Comply with AI MS-22, "Construction of Hot Mix Asphalt Pavements," unless more stringent requirements are indicated.

1.4 PROJECT CONDITIONS

A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp or if the following conditions are not met:

1. Tack Coat: Minimum surface temperature per requirements of asphalt course.
2. Asphalt Base and Surface Course: Minimum surface temperature of 40 deg F (4.4 deg C) and rising at time of placement.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Coarse Aggregate: ALDOT Section 801. Sound; angular crushed stone, or crushed gravel.

B. Fine Aggregate: ALDOT Section 802 Sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.

C. Mineral Filler: ALDOT Section 805 Rock or slag dust, hydraulic cement, or other inert material.

D. Asphalt Binder: ALDOT Section 410

E. Tack Coat: ALDOT Section 405

F. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form.

2.2 MIXES

A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction; designed according to procedures in AI MS-2, "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types"; and complying with the following requirements:

1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
2. Base Course: Refer to Paving Section Detail in plan set.
3. Surface Course: Refer to Paving Section Detail in plan set.
4. Provide mixes with a history of satisfactory performance in geographical area where Project is located.

PART 3 - EXECUTION

3.1 COLD MILLING

A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.

3.2 PATCHING

A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches (300 mm) into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.

B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd. (0.2 to 0.7 L/sq. m).

C. Patching: Fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact flush with adjacent surface.

D. Joint/Crack Treatment: Install joint sealant, emulsion, or "gutter seal" type products as specified in Section 321373 "Paving Joint Sealants" to seal joints of patched surfaces.

3.3 SURFACE PREPARATION

A. Proof-roll subbase as specified in Division 31 Section "Earth Moving."

B. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

C. Tack Coat: Apply when overlaying existing pavement, on adjacent horizontal surfaces such as curbs, and between base and surface courses when the two courses are not installed in a continuous installation.

1. Apply at a rate of 0.05 to 0.15 gal./sq. yd. (0.2 to 0.7 L/sq. m).
2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.4 HOT-MIX ASPHALT PLACING

A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.

1. Spread mix at minimum temperature of 250 deg F (121 deg C).
2. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

B. Place paving in consecutive strips not less than 10 feet (3 m) wide unless infill edge strips of a lesser width are required.

C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.5 JOINTS

A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.

3.6 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 deg F (85 deg C).
2. Install and compact longitudinal joints to achieve a uniform density of pavement.

B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

1. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.

D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.7 INSTALLATION TOLERANCES

A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus 1/4 inch (6 mm).
2. Surface Course: Plus 1/4 inch (6 mm), no minus.

B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot (3-m) straightedge applied transversely or longitudinally to paved areas:

1. Base Course: 1/4 inch (6 mm).
2. Surface Course: 1/8 inch (3 mm).

3.8 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections. Coordinate Work with the Owner's testing agency.

B. Replace and compact hot-mix asphalt where core tests were taken.

C. Additional testing and inspection work to correct or repair unsatisfactory work will be at the expense of the Contractor.

D. Remove and replace or install additional hot-mix asphalt, at the Contractor's expense, where test results or measurements indicate that it does not comply with specified requirements.

3.9 DISPOSAL

A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.

END OF SECTION

SECTION 32 13 13 - CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Exterior cement concrete pavement for the following:
   a. Parking lots.
   b. Curbs and gutters.
   c. Walkways.
   d. Concrete pads

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete pavement mixture.

1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.

B. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.

C. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420); deformed.

D. Plain Steel Wire: ASTM A 82, as drawn.

E. Deformed-Steel Wire: ASTM A 496.

F. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice."

2.2 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout the Project:

1. Portland Cement: ASTM C 150, Type II

B. Normal-Weight Aggregates: ASTM C 33, Class 4S coarse aggregate, uniformly graded. Provide aggregates from a single source.

C. Air-Entraining Admixture: ASTM C 260.

D. Water-Reducing Admixture: ASTM C-494, Type A.

2.3 RELATED MATERIALS

A. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

B. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber not greater than 1/2 inch (13 mm).

2.4 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301, with the following properties:

1. Compressive Strength (28 Days): 3000 psi (20.7 MPa)
2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.50.
3. Slump Limit: 4-6 inches (100-150 mm) except 8 inches (200 mm) acceptable for concrete having HRWR admixture (super-plasticizer).
4. Air Content: 4.5 to 7.5 percent.

B. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Proof-roll subbase as specified in Division 31 Section "Earth Moving."

3.2 PAVEMENT SUBBASE COURSE:

A. Place aggregate base course material on prepared subgrade as specified in Division 31 Section "Earth Moving."

3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

3.5 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

D. Contraction Joints: Sawcut joints, 1/8 inch (3 mm) wide sectioning concrete into areas as indicated. Sawcut contraction joints for a depth equal to at least one-fourth of the concrete thickness.

E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch (6-mm) radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

A. Moisten subbase to provide a uniform dampened condition at time concrete is placed.

B. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.

C. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

D. Screed pavement surfaces with a straightedge and strike off.

E. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

3.7 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

3.8 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Comply with ACI 306.1 for cold-weather protection.

C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound or a combination of these methods.

3.9 PAVEMENT TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch (6 mm).
2. Thickness: Plus 3/8 inch (10 mm), no minus.
3. Surface: Gap below 10-foot- (3-m-) long, unleveled straightedge not to exceed 1/4 inch (6 mm).
4. Joint Spacing: 3 inches (75 mm).
5. Contraction Joint Depth: Plus 1/4 inch (6 mm), no minus.
6. Joint Width: Plus 1/8 inch (3 mm), no minus.

3.10 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.

B. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement.

C. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION

SECTION 32 13 73 - PAVING JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Expansion and contraction joints within pavement, walks and curbs.
2. Joints between cement concrete and asphalt pavement.
3. Joints between concrete or asphalt and building walls, columns or structures.

1.2 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples: For each type and color of joint sealant required.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer based on testing and field experience.

1. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

2.2 JOINT SEALANTS

A. Sealant for Expansion and Contraction Joints within Cement Concrete Pavement and Between Concrete Walks, Pads, Paving, and Building Walls, Columns, and Structures: Cold applied two-part pourable urethane joint sealant, Type M, Grade P, Class 25, Use T

1. Products:
   a. Sonneborn, Div. of ChemRex, Inc.; Sonoborn SL 2
   b. Pecora Corporation; Dynatrol II-SG.
   c. Tremco; Vulkem 245
   d. Sika Corporation; Sikaflex - 2c SL
2. Color: Match Concrete.

B. Sealant for Joints Larger Than 1/4 inch (6 mm) Between Cement Concrete and Asphalt Pavement or Within Asphalt Pavement (including Longitudinal Joints, Cracks or Butt Joints.): Polymeric hot applied single-component formulation complying with ASTM D 3405.

1. Products:
   a. Carlisle Coatings and Waterproofing; CCW MiraSEAL EJS
   b. Meadows, W. R., Inc.; Sealtight Hi-Spec.
2. Color: Black

2.3 JOINT-SEALANT BACKER MATERIALS

A. General: Provide joint-sealant backer materials as required that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint-sealant manufacturer based on field experience and laboratory testing.

B. Provide one of the following types of backer materials as applicable:

1. Round Backer Rods for Cold- and Hot-Applied Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.
2. Backer Strips for Cold- and Hot-Applied Sealants: ASTM D 5249; Type 2; of thickness and width required to control sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.
3. Round Backer Rods for Cold-Applied Sealants: ASTM D 5249, Type 3, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience.

C. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

D. Install backer materials to support sealants during application and at position required to produce optimum sealant movement capability. Do not leave gaps between ends of backer materials. Do not stretch, twist, puncture, or tear backer materials. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.

E. Install sealants at the same time backings are installed to completely fill recesses provided for each joint configuration and to produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

G. Protect applied sealant from traffic and other damage until sealants cured enough not to track. Provide temporary barricades or other protective measures recommended by the manufacturer.

END OF SECTION

REVISIONS

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TODD M WHEELER LICENSE No 92378 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/8/2025

TODD M WHEELER, P.E.
FL. PE No. 92378 COA#32689

PDO SET - FOR APPROVAL

# MARY ESTHER MARKETPLACE & RESIDENCES

# BIG BOX RETAIL

City of Mary Esther, FL

PREPARED FOR: Radiant Partners

Civil Specifications

Job No. 23-170-1P
Date: 9/8/2025
Drawn By: RHP
Checked By: TMW

SHEET NUMBER

C1

SECTION 32 17 00 - PAVING SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Pavement markings
   2. Precast concrete parking bumpers
   3. Precast concrete bollards
   4. Metal bollards
   5. Tactile warning surfacing

1.2 SUBMITTALS

A. Product Data: Manufacturer's printed product data for each product specified.
B. Samples: For each product specified to match color as specified in Division 01 Sections.

1.3 QUALITY ASSURANCE

A. Americans with Disabilities Act (ADA): Title III Regulations, 28 CFR Part 36 ADA Standards For Accessible Design, Appendix A, Section 4.29.2 Detectable Warnings On Walking Surfaces.

1.4 JOB CONDITIONS

A. Environmental Requirements: Apply marking paint in dry weather when temperature is 50 deg F (10 deg C) or above and anticipated to remain above 50 deg F (10 deg C) for four hours after completing application.

PART 2 - PRODUCTS

2.1 PAVEMENT MARKING PAINT

A. Marking paint: High solids, water based acrylic paint containing ultraviolet resistant pigments.
   1. Products:
      a. ICI Paints; Traffic Marking Paint, #4800
      b. M.A.B. Paints; Zone Marking Latex Traffic Paint, #072 Line
      c. Benjamin Moore and Co.; Safety and Zone Marking Latex, M58
      d. Pittsburgh Paints; Zone & Traffic Marking Paint, #11-23
      e. Porter Paint Co.; PorterGuard Acrylic Traffic Paint, #2408
      f. The Sherwin Williams Co.; Promar Traffic Marking Paint, B29 Series
   2. Colors:
      a. Parking: Yellow.
      b. Traffic Lanes, Directions, Lettering, etc.: Yellow.
      c. Handicapped Emblems: Blue.
      d. Fire Lane: Yellow.

2.2 PARKING BUMPERS

A. Precast Concrete Parking Bumpers: Precast, air-entrained concrete, 2500-psi (17.2-MPa) minimum compressive strength, 4-1/2 inches (115 mm) high by 9 inches (225 mm) wide by 72 inches (1800 mm) long. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.
   1. Dowels: Galvanized steel, 3/4-inch (19-mm) diameter, 10-inch (254-mm) minimum length.

2.3 CONCRETE BOLLARDS

A. Basis of Design Manufacturer: Day Precast Company, 419-536-2909
B. Materials:
   1. Portland gray cement conforming to ASTM C-150 Type 1. Air content 5-7 percent. Minimum 4000 psi compression strength at 28 days.
   2. Aggregates: All aggregates to meet ASTM C33 specifications, to be cleaned of foreign matter and properly graded to size.
C. Finish and Color: Sandblast, natural gray.
D. Reinforcing: Manufacturer's standard neoprene fibers.

2.4 METAL BOLLARDS

A. Fabricate from ASTM A-53, Type E or S, Grade B, Schedule 40 steel pipe.

2.5 TACTILE WARNING SURFACE

A. General:
   1. Pattern: In-line pattern of truncated domes measuring nominal 0.2 inch (5 mm) height, 0.9 inch (23 mm) base diameter, and 0.45 inch (11 mm) top diameter, spaced center-to-center 2.35 inches (60 mm) as measured side by side.
   2. Field Area: Non-slip surface with a minimum of 40 - 90 degree raised points 0.045 inches (11 mm) high, per square inch;
   3. Dimensions: 2 feet (610 mm) by 3 feet (915 mm) unless indicated otherwise.
B. Tile System:
   1. Basis of Design Manufacturer: ADA Solutions, Inc.
   2. Configuration: Cast-in Place.
   3. Material: Vitrified polymer composite (VPC) epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes.
   4. Slip Resistance: ASTM C 1028-96, not to be less than 0.80 on top of domes and field area.
   5. Fire Resistance: ASTM E 84-05 flame spread: Less than 15.
   6. Color: Brick Red.
C. Liquid Applied System:
   1. Basis of Design Manufacturer: Vanguard ADA Systems of America.
   2. Material: Resins, reactive monomers, pigments, glass beads, and fillers, resistant to ultra-violet light.
   3. Viscosity: 6000 - 12000 cps, ASTM D2196.
   4. Tracking: None after 60 minutes max., ASTM D711.
   5. VOC: 25 g/l maximum, ASTM D2205.
   6. Hardness: Shore Durometer, A-1, 80 minimum after 24 hours.
   7. Tensile Strength: 125 psi minimum at break, ASTM D638.
   8. Percent Elongation: 20 percent minimum, ASTM D638.
   9. Water Absorption: Maximum 0.5 percent, ASTM D570.
   10. Skid Resistance: Minimum 45, ASTM E303.
   11. Color: Red.

PART 3 - EXECUTION

3.1 PAVEMENT MARKING

A. Verify that new asphalt is complete and has been accepted by Owner's Representative.
B. Thoroughly clean surfaces free of dirt, sand, gravel, oil, and other foreign matter. Protect adjacent curbs, walks, and other items from paint application.
C. Sweep and clean surface to eliminate loose material and dust.
D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates.
E. Apply stripes straight and even in accordance with Drawings.
F. Remove overspray, spills, or drips from surfaces other than those requiring marking paint.
G. Barricade marked areas until paint is dried and ready for traffic.

3.2 PARKING BUMPERS

A. Securely attach precast concrete parking bumpers into pavement with not less than two galvanized steel dowels embedded in holes drilled or cast into parking bumpers at one-quarter to one-third points. Firmly bond each dowel to parking bumper and to pavement. Securely install dowels into pavement and bond to wheel stop. Recess head of dowel beneath top of parking bumper.

3.3 TACTILE WARNING SURFACE

A. Install tactile warning surface as recommended by manufacturer and as follows:
   1. Tile System:
      a. Pour concrete true and smooth to the required dimensions and slope prior to the tactile warning surface placement. Immediately after finishing concrete, the electronic level should be used to check that the required slope is achieved.
      b. Place tile true and square to the curb edge in accordance with the Drawings.
      c. Tamp or vibrate tactile warning surface tile into the fresh concrete so that the field level of the tactile warning surface is flush to the adjacent concrete surface. Do not embed by stepping on tactile warning surface tile.
      d. Immediately after placement, check the tactile warning surface tile elevation to adjacent concrete. Ensure that the field surface of the tile is flush with the surrounding concrete and back of curb so that no ponding is possible on the tile at the back side of curb.
      e. Keep traffic from tactile warning surface tile until concrete has set.
   2. Liquid Applied System:
      a. Grind Concrete Surface.
      b. Surface Temperatures: Do not exceed 88 deg. F, or be below 35 deg. F. Make adjustments in mixing ratios for extreme temperatures.
      c. Apply base coat and dome pattern according to manufacturer's written instructions and as specified.

3.4 PRECAST CONCRETE BOLLARDS

A. Install bollards at locations shown on Drawings.
B. Handle and install security planters/bollards in conformance with manufacturer's recommendations and as indicated on Drawings. Drill and dowel sidewalk, set bollards true and plumb in mastic, and install sealant at base to sidewalk.

3.5 METAL BOLLARDS

A. Anchor bollards in place with concrete footings as indicated on Drawings. Place concrete and vibrate or tamp for consolidation. Support and brace bollards in position until concrete has cured.
B. Fill bollards solidly with concrete, mounding top surface to shed water.

END OF SECTION

SECTION 33 11 00 - WATER DISTRIBUTION PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:
   1. Domestic water and fire suppression lines.
      a. Terminate within the building as indicated on the Drawings.

1.2 SUBMITTALS

A. Product Data: For each material specified.

1.3 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Domestic Water and Fire Suppression Lines: Provide piping manufactured from the following materials. Do not provide domestic water and fire suppression lines in materials outside of size limits specified:
   1. Polyvinyl chloride (PVC) Water Pipe (Up to 2 inches diameter): ASTM D2241, SDR 21,class 200 and AWWA M23, latest revision.
      a. Joints: ASTM D-3139 for push-on joints and ASTM F477 for gaskets.
         1) 2-inch Pipe: Bell-end with gasket.
         2) Less than 2-inch Pipe: Solvent cement joints.
   2. Polyethylene (PE) Water Pipe (Up to 3 inches diameter), AWWA C901 "Polyethylene (PE) Pressure Pipe and Tubing, 1/2-inch through 3-inch for Water Service," minimum pressure rating of 200 psi.
   3. Copper Pipe (Up to 3 inches diameter): Type "K."
      a. Joints: Sweat silver soldered on 2 inch and above.
   4. Polyvinyl Chloride (PVC) (4 inches to 12 inches diameter): AWWA C900, DR 18 150 PSI rating, trade name
      a. Basis of Design Product: Blue Brute.
      b. Push on type joints: ASTM D-3139
   5. Ductile Iron (DI) (3 inches to 12 inches diameter): AWWA C150 for a minimum 150 psi working pressure plus 100 psi surge pressure. Manufacture DI pipe per AWWA C151 with standard asphaltic coating on the exterior and cement-mortar lining on the interior.
      a. Joints: Conform to AWWA Specification C111, mechanical or push-on type with plain rubber gaskets.
      b. Fittings: Conform to AWWA Specification C110, Class 250, cast iron or ductile iron short body pattern with bituminous coating inside and outside with ends as required for the joints specified herein.
B. Water meter: Local utility company standard.
C. Fire Hydrants: Provide fire hydrant(s) in accordance with the requirements of the authority having jurisdiction. The following shall be used if the local authority does not specify.
   a. Conform to AWWA Specification C502 with a 5-inch (127-mm) minimum valve opening, 6-inch (152-mm) AWWA Specification C111 mechanical joint inlet connection, 3-ft. (914-mm) bury, two 2-1/2-inch (63.5-mm) National Standard fire hose thread nozzles, one 4-inch (102-mm) standard pumper connection nozzle, 1-inch (25.4-mm) square operating nut with nut caps, and clockwise direction of opening. Factory painted on the outside below grade line with black asphalt paint and above grade line with red paint.
   b. Factory painted on the outside below grade line with black asphalt paint and above grade line with red paint.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Before commencing pipe installation, field verify building tie-in locations/inverts, tap locations/inverts, and all utilities crossings. Notify owner's representative of any conflicts.

3.2 INSTALLATION

A. Install materials and systems in accordance with manufacturer's instructions, local governing authorities/codes, and approved submittals and in proper relation with adjacent construction. Coordinate with work of other sections.
B. Excavate and backfill utility trenches as specified in Division 31 Section "Earth Moving" and the trench detail on the Drawings. Do not enclose, cover, or put into service any piping systems before inspection and approval is obtained. Verify minimum burial depths and separation requirements with the local frost depths, codes, and authorities. Minimum cover over top of pipes shall be 30-inches (762-mm) unless otherwise specified by authorities.
C. Test for proper operation.
   1. Test pipe work to pressure and leakage tests equal to the design working pressure of the pipe and maintain specified pressure for not less than two hours.
   2. Leakage shall not exceed that permitted by AWWA Specification C600 for mechanical joint and push-on joint pipe.
   3. Locate and repair leaks and repeat tests until test results are satisfactory and in compliance to this section.
D. Sterilizing: Clean and sterilize the system in accordance with local authority or to the requirements below.
   1. After tests have been approved, and prior to placing the pipe lines in service, sterilize piping with a liquid chlorine or chlorine bearing compound similar to "HTH" which has a strength of not less than 50 ppm.
   2. Inject chlorine or chlorine solution into the pipelines through corporation stops installed at proper locations in the pipe line, or by other approved means.
      a. Corporation stops will be left in place with the outlets plugged.
   3. Do not, under any circumstances, open the sectionalizing valves between the existing mains and the new mains until the bacterial analysis of the mains involved has been approved by the applicable local and/or state authorities. Time of initial opening and final closing will be recorded and given daily to said authorities.

3.3 FIELD QUALITY CONTROL

A. Test new piping systems and parts of existing systems (that have been altered, extended, or repaired) for leaks and defects per pipe manufacturer's recommendations and requirements of local authorities having jurisdiction.
   1. Do not enclose, cover, or put into service any piping systems before inspection and approval is obtained.
   2. Replace any defective areas found during inspections and testing and repeat the process until results are acceptable.
   3. Project Completion Reports: Provide copies of test reports to the Owner's Representative, for each system or line, witnessed by either local authorities having jurisdiction or the Owner's testing agency per the test requirements.

END OF SECTION

SECTION 33 31 00 - SANITARY UTILITY SEWERAGE PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:
   1. Operating underground, exterior sanitary sewer collection system including cleanouts, sewer conduits, manholes, frames, covers and gratings.

1.2 SUBMITTALS

A. Product Data, Shop Drawings, and manufacturer's test reports.
B. Field Quality Control Test Repots.

1.3 QUALITY ASSURANCE

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Gravity Piping:
   1. Polyvinyl Chloride (PVC): ASTM. D-3034, SDR-35. (SDR-26 if required by local authority) utilizing elastomeric gasket joints.
   2. Polyvinyl Chloride (PVC) corrugated pipe with smooth interior per ASTM F 949 (4 to 36-inches (102 to 914-mm)) with elastomeric gasket joints, trade name A-2000 by Contech or equal. A-2026 for 8-inch (203-mm) and 10-inch (254-mm) diameter pipes for equivalent pipe stiffness to SDR26.
   3. Ductile Iron (DIP): ASTM A-746.
B. Pressure Piping:
   1. Polyvinyl Chloride (PVC) (4 inches (102 mm) to 12 inches (305 mm) diameter): AWWA C900, DR 18 150 PSI rated.
      a. PVC Basis of Design Product: Blue Brute.
      b. DIP Basis of Design Product: Tyton
C. Manholes: Precast concrete, ASTM C 478.
D. Manhole frames, covers, gratings, and steps: Grey cast-iron with service type cast in covers and gratings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Before commencing pipe installation, field verify building tie-in locations/inverts, tap locations/inverts, and all utilities crossings. Notify owner's representative of any conflicts.

3.2 INSTALLATION

A. Install materials and systems in accordance with manufacturer's instructions and approved submittals and in proper relation with adjacent construction. Coordinate with work of other sections.
B. Excavate and backfill utility trenches as specified in Division 31 Section "Earth Moving" and the trench detail on the Drawings.
C. Provide 12-inch (305-mm) thick, 12-inch (305-mm) by 5-inch (127-mm) concrete pad at cleanouts set in paving.
D. Test for proper operation. Clean out system and protect work from damage.

3.3 FIELD QUALITY CONTROL

A. Test new piping systems and parts of existing systems (that have been altered, extended, or repaired) for leaks and defects per pipe manufacturer's recommendations and requirements of local authorities having jurisdiction.
   1. Do not enclose, cover, or put into service any piping systems before inspection and approval is obtained.
   2. Replace any defective areas found during inspections and testing and repeat the process until results are acceptable.
   3. Project Completion Reports: Provide copies of test reports to the Owner's Representative, for each system or line, witnessed by either local authorities having jurisdiction or the Owner's testing agency per the test requirements.
B. Visual Inspection
   1. After approximately 24 inches (610 mm) of backfill and after completion of final grade (paving or landscaping installed), inspect the interior pipe runs for alignment and deflection (less than 7-1/2 percent). Utilize lamps and mirrors if necessary.
C. Mandrel Testing- N/A
D. Pressure, Infiltration, or Exfiltration Testing
   1. Preform tests as required by local authorities having jurisdiction or manufacturer and provide test reports witnessed by the local authority having jurisdiction or the Owner's testing agency.
   2. For low pressure piping, at no time should the internal pipe pressure exceed PSI rating of pipe.
   3. For pressure piping, do not exceed manufacturer's recommendations.

END OF SECTION

SECTION 33 41 00 - STORM UTILITY DRAINAGE PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:
   1. Gravity-flow, nonpressure storm drainage outside the building, with the following components:
      a. Cleanouts.
      b. Precast concrete manholes.

1.2 PERFORMANCE REQUIREMENTS

A. Gravity-Flow, Nonpressure, Drainage-Piping Pressure Rating: 10-foot head of water (30 kPa).

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.
B. Shop Drawings: For manholes and catch basins. Include plans, elevations, sections, details, and frames and covers.
C. Field quality-control test reports.

1.4 QUALITY ASSURANCE

A. Storm Sewer piping and installation shall conform to the standard specifications of the local water district requirements.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS

A. Corrugated High-Density Polypropylene (HDPP): AASHTO M 330, Type S with smooth interior. To be HP STORM by ADS, U.N.O., or approved equal.
B. Corrugated High-Density Polyethylene (HDPE): AASHTO M 294, Type S with smooth interior. To be N-12 by ADS, U.N.O., or approved equal.
C. Polyvinyl Chloride (PVC): ASTM D 3034, SDR-35 (SDR-26 if required by local authority having jurisdiction) utilizing elastomeric gasket joints.
D. Polyvinyl Chloride (PVC) corrugated pipe with smooth interior per ASTM F 949 (4-inches to 36-inches (102-mm to 914-mm)) with elastomeric gasket joints, trade name A-2000 by Contech or equal.
E. Reinforced Concrete Pipe (RCP): AASHTO M-170 with bell and spigot rubber gasket type joints or ASTM C76 (confirm class type with depth of pipe and traffic loads). Provide heavy duty RCP in paved areas when less than 2 feet of cover is available.

2.2 NONPRESSURE-TYPE PIPE COUPLINGS

A. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground nonpressure piping. Include ends of same sizes as piping to be joined and corrosion-resistant-metal tension band and tightening mechanism on each end.
B. Sleeve Materials:
   1. For Cast-Iron Soil Pipes: ASTM C 564, rubber.
   2. For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
   3. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.
C. Unshielded Flexible Couplings: Elastomeric sleeve with corrosion-resistant-metal tension band and tightening mechanism on each end.
D. Shielded Flexible Couplings: ASTM C 1460, elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant-metal tension band and tightening mechanism on each end.
E. Ring-Type Flexible Couplings: Elastomeric compression seal with dimensions to fit inside bell of larger pipe and for spigot of smaller pipe to fit inside ring.

2.3 CLEANOUTS

A. Gray-Iron Cleanouts: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside calk or spigot connection and countersunk, tapered-thread, brass closure plug.
   1. Top-Loading Classification(s): Heavy duty.
   2. Sewer Pipe Fitting and Riser to Cleanout: ASTM A 74, Service class, cast-iron soil pipe and fittings.

2.4 MANHOLES

A. Standard Precast Concrete Manholes: ASTM C 478 (ASTM C 478M), precast, reinforced concrete, of depth indicated, with provision for sealant joints.

2.5 CONCRETE

A. General: Cast-in-place concrete according to ACI 318/318R, ACI 350R, and the following:
   1. Cement: ASTM C 150, Type II.
   2. Fine Aggregate: ASTM C 33, sand.
   3. Coarse Aggregate: ASTM C 33, crushed gravel.
   4. Water: Potable.
B. Ballast and Pipe Supports: Portland cement design mix, 3000 psi (20.7 MPa) minimum, with 0.58 maximum water-cementitious materials ratio.
   1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
   2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60 (420 MPa), deformed steel.

2.6 CATCH BASINS

A. Standard Precast Concrete Catch Basins: ASTM C 478 (ASTM C 478M), precast, reinforced concrete, of depth indicated, with provision for sealant joints.
B. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for A-16, structural loading. Include 24-inch (610-mm) ID by 7- to 9-inch (178- to 229-mm) riser with 4-inch (102-mm) minimum width flange, and 26-inch-(660-mm-) diameter flat grate with small square or short-slotted drainage openings.
   1. Grate Free Area: Approximately 50 percent, unless otherwise indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Before commencing pipe installation, field verify building tie-in locations/inverts, tap locations/inverts, and all utilities crossings. Notify owner's representative of any conflicts.

3.2 PIPING INSTALLATION

A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
B. Excavate and backfill utility trenches as specified in Division 31 Section "Earth Moving" and the trench detail on the Drawings.
C. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for using lubricants, cements, and other installation requirements.
D. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
E. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
F. Install gravity-flow, nonpressure drainage piping according to the following:
   1. Install piping pitched down in direction of flow, at minimum slope of 1 percent, unless otherwise indicated.
   2. Install piping NPS 6 (DN 150) and larger with restrained joints at tee fittings and at changes in direction. Use corrosion-resistant rods, pipe or fitting manufacturer's proprietary restraint system, or cast-in-place-concrete supports or anchors.
   3. Install piping below frost line.
   4. Install hub-and-spigot, cast-iron soil piping according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook."
   5. Install PVC sewer piping according to ASTM D 2321 and ASTM F 1668.
G. Clear interior of piping and manholes of dirt and superfluous material as work progresses.

3.3 PIPE JOINT CONSTRUCTION

A. Where specific joint construction is not indicated, follow piping manufacturer's written instructions.
B. Join gravity-flow, nonpressure drainage piping according to the following:
   1. Join hub-and-spigot, cast-iron soil piping with gasket joints according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for compression joints.
   2. Join hub-and-spigot, cast-iron soil piping with calked joints according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for lead and oakum calked joints.
   3. Join PVC sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomeric-gasket joints.
   4. Join dissimilar pipe materials with nonpressure-type flexible couplings.

3.4 CLEANOUT INSTALLATION

A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
   1. Use heavy-duty, top-loading classification cleanouts in all areas.
B. Set cleanout frames and covers in earth in cast-in-place-concrete block, 18 by 18 by 12 inches (450 by 450 by 300 mm) deep.
C. Set cleanout frames and covers in concrete pavement with tops flush with pavement surface.

3.5 MANHOLE INSTALLATION

A. General: Install manholes, complete with appurtenances and accessories indicated.
B. Install precast concrete manhole sections with sealants according to ASTM C 891.
C. Set tops of frames and covers flush with finished surface of manholes that occur in pavements.

3.6 CATCH BASIN INSTALLATION

A. Set frames and grates to elevations indicated.

3.7 CONNECTIONS

A. Make connections to existing piping and underground manholes.
   1. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye fitting, plus 6-inch (150-mm) overlap, with not less than 6 inches (150 mm) of concrete with 28-day compressive strength of 3000 psi (20.7 MPa).

3.8 FIELD QUALITY CONTROL

A. Test new piping systems and parts of existing systems (that have been altered, extended, or repaired) for leaks and defects per pipe manufacturer's recommendations and requirements of local authorities having jurisdiction.
   1. Do not enclose, cover, or put into service any piping systems before inspection and approval is obtained.
   2. Replace any defective areas found during inspections and testing and repeat the process until results are acceptable.
   3. Project Completion Reports: Provide copies of test reports to the Owner's Representative, for each system or line, witnessed by either local authorities having jurisdiction or the Owner's testing agency per the test requirements.
B. Visual Inspection
   1. After approximately 24 inches (610 mm) of backfill and after completion of final grade (paving or landscaping installed), inspect the interior pipe runs for alignment and deflection (less than 7-1/2 percent). Utilize lamps and mirrors if necessary.
   2. For pipes 30 inches (762 mm) in diameter and greater, project completion reports may consist of visual and interior measurements (conducted under proper safety guidelines) that are witnessed by local authorities or the owner's testing agency. Reports must indicate that any pipe deflection is less than 7-1/2 percent of the pipe diameter.

END OF SECTION

REVISIONS

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(256) 690-5312

TODD M WHEELER LICENSE No 92378 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/8/2025

TODD M WHEELER, P.E.
FL. PE No. 92378 COA#32689

PDO SET - FOR APPROVAL

# MARY ESTHER MARKETPLACE & RESIDENCES
# BIG BOX RETAIL

City of Mary Esther, FL

PREPARED FOR: Radiant Partners

Civil Specifications

Job No. 23-170-1P
Date: 9/8/2025
Drawn By: RHP
Checked By: TMW

SHEET NUMBER

C2

EASEMENT NO.1
O.R. BK 784 PG 258

TO HOLLYWOOD BLVD

EXIST 8" DIP SS MAIN

EXIST 10" DIP WATER MAIN

EXIST HYDRANT

EXIST FDC

EXIST RCP STORM

EXIST 8" DIP MAIN

PAVEMENT DEMO LIMITS

DEMO & REMOVE CONC.

EXIST 10" DIP FIRE LINE

EXIST 6" DIP WATER MAIN

EXIST RCP STORM
DEMO & REMOVE PORTION WITH DEMO LIMITS

EXIST INVERT INTO EXIST BUILDING

EXIST 8" DIP SS MAIN

DEMO OF PAVEMENT & C/G
MILL UP WEARING SURFACE TO HATCH LIMITS.

APPROX. LOCATION OF EXIST WATER LINE TO BLDG

DEMO EXIST STORM PIPE
INSTALL OTI HERE

EXIST HYDRANT
TO BE RELOCATED

DEMO EXIST BUILDING TO HATCH LIMITS

WALLS OF EXIST BUILDING TO BE FINISHED AFTER DEMO BEFORE ISSUING OF C.O.

DEMO & REMOVE CONC.

EX HW
DEMO & REMOVE
INV=22.54'

EXIST RCP STORM

EXIST 8" DIP SS MAIN

DEMO EXIST BUILDING TO HATCH LIMITS

WALLS OF EXIST BUILDING TO BE FINISHED AFTER DEMO BEFORE ISSUING OF C.O.

DEMO & REMOVE CONC.

WALLS OF EXIST BUILDING TO BE FINISHED AFTER DEMO BEFORE ISSUING OF C.O.
PROPOSED FOR FDO.

EXIST 6" DIP WATER MAIN

TO HOLLYWOOD BLVD

PAVEMENT DEMO LIMITS
PROPOSED FOR FDO.

DEMO OF PAVEMENT & C/G
MILL UP WEARING SURFACE TO HATCH LIMITS.

EXIST HYDRANT
TO BE RELOCATED

EXIST 8" DIP SS MAIN

EXIST 6" DIP WATER MAIN

EXIST 8" DIP SS MAIN

PAVEMENT DEMO LIMITS

DEMO EXIST FUEL CENTER
INFRASTRUCTURE

EXIST HYDRANT

EXIST HYDRANT

EXIST 6" DIP WATER MAIN

EXIST RCP STORM

EXIST HYDRANT

EXIST 8" DIP SS MAIN

EXIST 4" DIP WATER MAIN

EXIST HYDRANT

EXIST 4" DIP WATER MAIN

EXIST 8" DIP SS MAIN

EXIST 10" DIP WATER MAIN

EXIST 8" DIP WATER MAIN

EXIST 10" DIP WATER MAIN

EXIST HYDRANT

EXIST 10" DIP WATER MAIN

EXIST 8" DIP SS MAIN

EXIST 8" DIP WATER MAIN

MARY ESTHER BLVD
FL 393

300 MARY ESTHER BOULEVARD

PAIGE BACON ROAD (60' R/W)

NOT INCLUDED

WILLIAM SCOTT FOSTER
c/o DAN BERAHA
3000 ISLAND BLVD APT 714
AVENTURA, FL 33160-4928

HAMPTON INN & SUITES

MERCHANTS FOUR
PLAT BOOK 9 PAGE 47

MERCHANTS4 COMMERCIAL CENTER

EGLIN FEDERAL CREDIT UNION

P.O.B.
EASEMENT NO.2

FNBT.COM BANK, NBT
P.O. BOX 1327
FT WALTON BEACH, FL 32549

SOUTHERN BATH & KITCHEN

BARRY KATZ
3164 CLUB DR
DESTIN, FL 32541

FUTURE BROWN HALL

SMOOTHIE KING

BOTTLESHOP TAPROOM

STARBUCKS

PANERA BREAD

REGIONS BANK

GOLF POWER CO.

POB EASEMENT NO.3
O.R. BK 784 PG 556

**GENERAL LEGEND**

- IRON PIN (OR CORNER) FOUND
- 1/2" REBAR SET WITH CAP STAMPED
- (R) ACCORDING TO THE RECORD PLAT
- (S) ACCORDING TO GROUND SURVEY MEASUREMENT
- SANITARY SEWER MANHOLE
- SS SANITARY SEWER LINE
- G GAS LINE
- W WATER LINE
- BE BURIED ELECTRICAL LINE
- FO FIBER OPTIC LINE
- CO SANITARY SEWER CLEAN OUT
- ELECTRIC UTILITY BOX/CABINET
- ELECTRIC TRANSFORMER W/METER
- EP POWER POLE
- GAS STUB
- GAS VALVE
- WATER METER
- WATER VALVE
- FH FIRE HYDRANT
- SPHW SLOPED PAVED HEADWALL
- GI / CI GRATE INLET / CURB INLET
- SWI SINGLE WING STORM INLET
- DWI DOUBLE WING STORM INLET
- RCP REINFORCED CONCRETE PIPE
- SIGN
- AC AIR CONDITIONER UNIT
- ADA SPACE

**Site Notes:**

1. Contractor shall locate, maintain & protect ex. utilities on site, any damage to such shall be repaired and/or replace at no expense to the Owner.
2. All existing trees within the grading limits are to be removed.

**Paving Legend:**

= Pavement Demo

= Building Demo

60 0 60 120 180
Scale: 1" = 60'

REVISIONS

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(256) 690-5312

TODD M. WHEELER LICENSE No. 92378 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/8/2025

TODD M WHEELER, P.E.
FL. PE No. 92378 COA#32689

PDO SET - FOR APPROVAL

# MARY ESTHER MARKETPLACE & RESIDENCES

## BIG BOX RETAIL

City of Mary Esther, FL

PREPARED FOR: Radiant Partners

Existing Conditions
&
Demolition Plan

Job No. 23-170-1P
Date: 9/8/2025
Drawn By: RHP
Checked By: TMW

SHEET NUMBER

**C3**

EASEMENT NO.1
O.R. BK 784 PG 258

TO HOLLYWOOD BLVD

P.O.B. EASEMENT NO. 1

WILLIAM SCOTT FOSTER
c/o DAN BERAHA
3000 ISLAND BLVD APT TH4
AVENTURA, FL 33160-4928

HAMPTON INN & SUITES

NOT INCLUDED

MERCHANTS FOUR
PLAT BOOK 9 PAGE 47

MERCHANTS4 COMMERCIAL CENTER

NOT INCLUDED

EGLIN FEDERAL CREDIT UNION

NOT INCLUDED
EGLIN FEDERAL CREDIT UNION

P.O.B. 10' GULF POWER CO. EASEMENT B

TO HOLLYWOOD BLVD

P.O.B. EASEMENT NO. 2

NOT INCLUDED

SOUTHERN BATH & KITCHEN

BARRY KATZ
3164 CLUB DR.
DESTIN, FL 32550

FNBT.COM BANK, NBT
P.O. BOX 1327
FT WALTON BEACH, FL 32549

SITE BOUNDARY

50' FRONT SETBACK

10' PERIMETER LANDSCAPE BUFFER

SITE BOUNDARY

NEW SITE BOUNDARY

EXIST 8" SS LATERAL

EXIST 10" FIRE WATER

4" DOMESTIC WATER METER

8" SS LATERAL EXTENSION

10' PERIMETER LANDSCAPE BUFFER

TEMP CURB. TO BE REMOVED AT DEVELOPMENT OF FUTURE RENOVATED BLDGS

**BIG BOX RETAIL**
45,603 S.F. (GROC)
2,982 S.F. (LB)
282 SPACES

EXIST 6" WATER LINE TO EXIST BLDG.

NEW SITE BOUNDARY

**FUEL CENTER**
10 SPACES

FUTURE TOWN HALL

NOT INCLUDED

SMOOTHIE KING
BOTTLESHOP TAPROOM

NOT INCLUDED

STARBUCKS

PANERA BREAD

NOT INCLUDED

NOT INCLUDED

**MARY ESTHER BLVD**
**FL 393**

300 MARY ESTHER BOULEVARD

**MARY ESTHER BLVD**
**FL 393**

**BACON ROAD (60' R/W)**

GULF POWER CO. P.I.P.

S 17°56'16" E 81.87'

S 12°04'20" E TIT 83 O.R. BK 1390 PG 1753-1754

S 12°04'20" W 141.83

N 12°04'20" E 141.83

10' GULF POWER CO. EASEMENT B O.R. BK 784 PG 258

10' GULF POWER CO. EASEMENT B O.R. BK 784 PG 258

POB DB 2042 O.R. BK 287 PG 556

30.00' DISTRIBUTION EASEMENT O.R. BK 238 PG 936

**GENERAL LEGEND**

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|---|---|
| ● | IRON PIN (OR CORNER) FOUND |
| ○ | 1/2" REBAR SET WITH CAP STAMPED |
| (R) | ACCORDING TO THE RECORD PLAT |
| (S) | ACCORDING TO GROUND SURVEY MEASUREMENT |
| SS | SANITARY SEWER MANHOLE |
| SS | SANITARY SEWER LINE |
| G | GAS LINE |
| W | WATER LINE |
| BE | BURIED ELECTRICAL LINE |
| FO | FIBER OPTIC LINE |
| CO | SANITARY SEWER CLEAN OUT |
| | ELECTRIC UTILITY BOX/CABINET |
| | ELECTRIC TRANSFORMER W/METER |
| PP | POWER POLE |
| | GAS STUB |
| | GAS VALVE |
| | WATER METER |
| | WATER VALVE |
| FH | FIRE HYDRANT |
| SPHW | SLOPED PAVED HEADWALL |
| GI / CI | GRATE INLET / CURB INLET |
| SWI | SINGLE WING STORM INLET |
| DWI | DOUBLE WING STORM INLET |
| RCP | REINFORCED CONCRETE PIPE |
| | SIGN |
| AC | AIR CONDITIONER UNIT |
| | ADA SPACE |

Notes:

1. All traffic control devices shall be erected and maintained in conformance with the Manual on Uniform Traffic-Control Devices and any revision thereof.
2. Required Fire Flows cannot be determined precisely until the specific building use, construction type and other factors have been disclosed and reviewed. The applicant will comply with the fire flow and fire safety and suppression requirements of all adopted city codes and regulations.
3. All drainage ditches are to be centered on property lines unless otherwise shown.
4. All utilities shall be underground.
5. If adverse conditions are uncovered during construction, the City Engineer may require modification of these plans to the extent necessary to assure compliance with the City's construction specification manual.
6. All lots shall be graded so that run-off will be directed to the street or to drainage ways in a dedicated easement.
7. Sidewalks to have max cross slope of 2%.

Paving Legend:

- = Asphalt Paving
- = HD Asphalt Paving
- = Conc. Sidewalk
- = Reinforced Concrete

60 0 60 120 180
Scale: 1" = 60'

REVISIONS

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TODD M WHEELER LICENSE No 92378 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/8/2025

TODD M WHEELER, P.E.
FL. PE No. 92378 COA#32689

PDO SET - FOR APPROVAL

# MARY ESTHER MARKETPLACE & RESIDENCES

## BIG BOX RETAIL

City of Mary Esther, FL

PREPARED FOR: Radiant Partners

Overall Layout Plan

Job No. 23-170-1P
Date: 9/8/2025
Drawn By: RHP
Checked By: TMW

SHEET NUMBER

**C4**

**GENERAL LEGEND**

- IRON PIN (OR CORNER) FOUND
- 1/2" REBAR SET WITH CAP STAMPED
- (R) ACCORDING TO THE RECORD PLAT
- (S) ACCORDING TO GROUND SURVEY MEASURMENT
- SANITARY SEWER MANHOLE
- SS SANITARY SEWER LINE
- G GAS LINE
- W WATER LINE
- BE BURIED ELECTRICAL LINE
- FO FIBER OPTIC LINE
- SANITARY SEWER CLEAN OUT
- ELECTRIC UTILITY BOX/CABINET
- ELECTRIC TRANSFORMER W/METER
- PP POWER POLE
- GAS STUB
- GAS VALVE
- WATER METER
- WATER VALVE
- FH FIRE HYDRANT
- SPHW SLOPED PAVED HEADWALL
- GI / CI GRATE INLET / CURB INLET
- SWI SINGLE WING STORM INLET
- DWI DOUBLE WING STORM INLET
- RCP REINFORCED CONCRETE PIPE
- SIGN
- AC AIR CONDITIONER UNIT
- ADA SPACE

**Paving Legend:**

- = Asphalt Paving
- = HD Asphalt Paving
- = Conc. Sidewalk
- = Reinforced Concrete

STOP
R1–1

**Keynote Legend:**

| | |
|---|---|
| A1 | Req'd 24" Standard Conc. Curb & Gutter, see detail. |
| A2 | Req'd 24" Spill Conc. Curb & Gutter, see detail. |
| A3 | Req'd Conc. Integral Curb, see detail. |
| B1 | Req'd 4" thick Conc. Sidewalk, width as shown. |
| B2 | Req'd Conc. Ramp, see Grading Plan for elevations. |
| B3 | Req'd 6" thick Conc. Paving with 6x6 10/10 WWM. |
| B4 | Req'd flush condition between pavement and sidewalk, coord. w/ Grading Plan. |
| B5 | Req'd truncated domes and detectible warning pavers. |
| B6 | New/Existing Pavement Interface, see detail. |
| C1 | Req'd Asphalt Paving, see detail. |
| D1 | Req'd parking stall striping, white, 4" wide, painted. |
| D2 | Req'd ADA parking stall striping & markings, blue, 4" wide, painted. |
| E1 | Req'd Cart Corral, refer to Arch. |
| E2 | Proposed Location of Generators. |
| E3 | Req'd ADA Parking Sign, mounted on Bollard, see detail. |

**Notes:**

1. All traffic control devices shall be erected and maintained in conformance with the Manual on Uniform Traffic-Control Devices and any revision thereof.
2. Required Fire Flows cannot be determined precisely until the specific building use, construction type and other factors have been disclosed and reviewed. The applicant will comply with the fire flow and fire safety and suppression requirements of all adopted city codes and regulations.
3. All drainage ditches are to be centered on property lines unless otherwise shown.
4. All utilities shall be underground.
5. If adverse conditions are uncovered during construction, the City Engineer may require modification of these plans to the extent necessary to assure compliance with the City's construction specification manual.
6. All lots shall be graded so that run-off will be directed to the street or to drainage ways in a dedicated easement.
7. Sidewalks to have max cross slope of 2%.

N

40 0 40 80 120
Scale: 1" = 40'

REVISIONS

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MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE
2101 West Clinton Avenue, Suite 303, Huntsville, AL 35805
(256) 690-5312

TODD M WHEELER
LICENSE
No. 92378
STATE OF FLORIDA
PROFESSIONAL ENGINEER
9/8/2025

TODD M WHEELER, P.E.
FL. PE No. 92378 COA#32689

PDO SET - FOR APPROVAL

# MARY ESTHER MARKETPLACE & RESIDENCES
# BIG BOX RETAIL

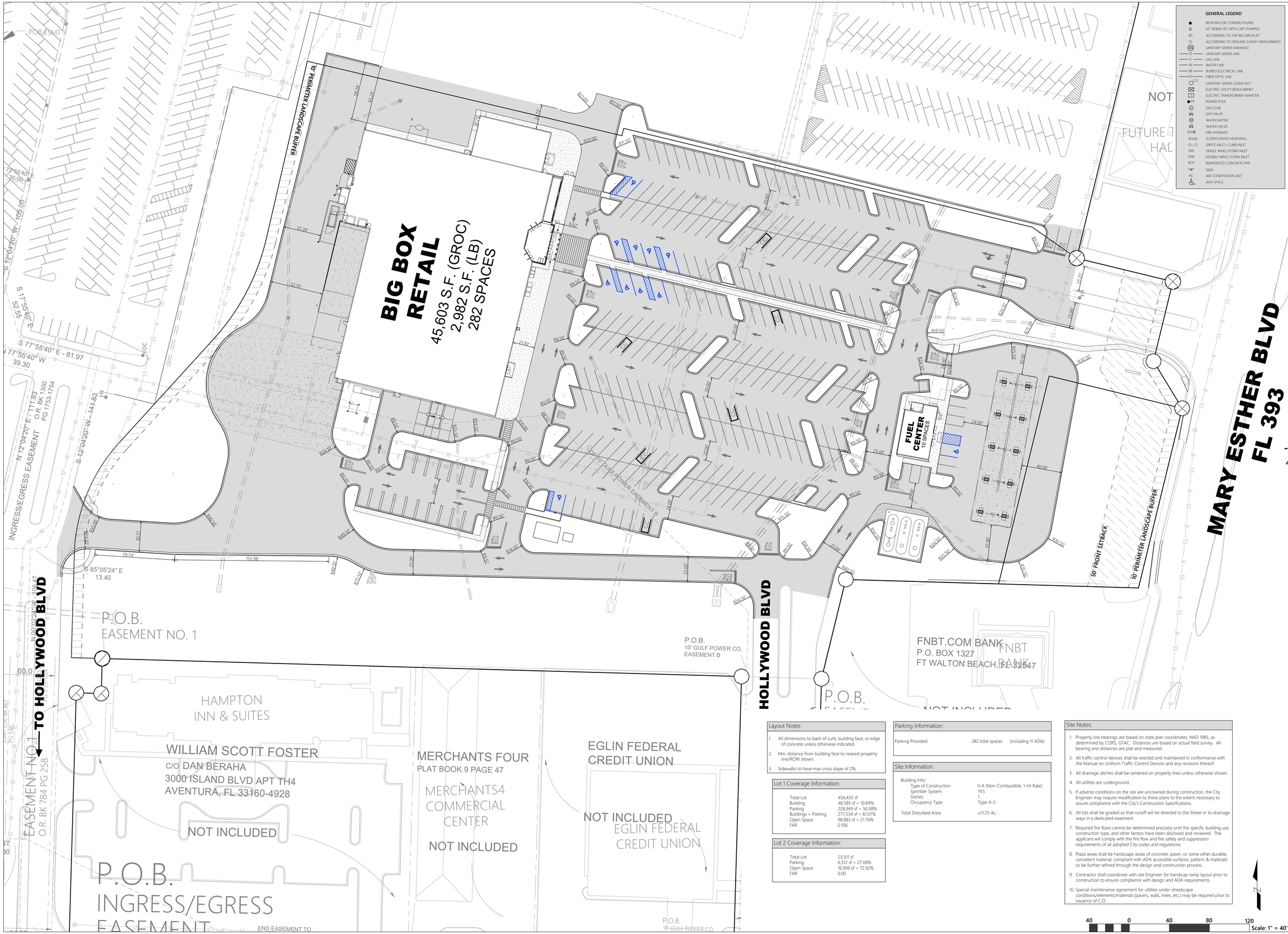
City of Mary Esther, FL

PREPARED FOR: Radiant Partners

Keynote Plan

Job No. 23-170-1P
Date: 9/8/2025
Drawn By: RHP
Checked By: TMW

SHEET NUMBER
**C5**




**Layout Notes:**

1. All dimensions to back of curb, building face, or edge of concrete unless otherwise indicated.
2. Min. distance from building face to nearest property line/ROW shown.
3. Sidewalks to have max cross slope of 2%.

**Lot 1 Coverage Information:**

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|---|---|
| Total Lot | 454,435 sf |
| Building | 48,585 sf = 10.69% |
| Parking | 228,949 sf = 50.38% |
| Buildings + Parking | 277,534 sf = 61.07% |
| Open Space | 98,883 sf = 21.76% |
| FAR | 0.106 |

**Lot 2 Coverage Information:**

| | |
|---|---|
| Total Lot | 23,311 sf |
| Parking | 6,312 sf = 27.08% |
| Open Space | 16,999 sf = 72.92% |
| FAR | 0.00 |

**Parking Information:**

Parking Provided: 282 total spaces (including 11 ADA)

**Site Information:**

| | |
|---|---|
| Building Info: | |
| Type of Construction | II-A (Non-Combustible, 1-Hr Rate) |
| Sprinkler System | YES |
| Stories | 1 |
| Occupancy Type | Type A-2 |
| Total Disturbed Area: | ±11.25 Ac. |

**Site Notes:**

1. Property line bearings are based on state plan coordinates, NAD 1983, as determined by CORS, GTAC. Distances are based on actual field survey. All bearing and distances are plat and measured.
2. All traffic control devices shall be erected and maintained in conformance with the Manual on Uniform Traffic Control Devices and any revisions thereof.
3. All drainage ditches shall be centered on property lines unless otherwise shown.
4. All utilities are underground.
5. If adverse conditions on the site are uncovered during construction, the City Engineer may require modification to these plans to the extent necessary to assure compliance with the City's Construction Specifications.
6. All lots shall be graded so that runoff will be directed to the Street or to drainage ways in a dedicated easement.
7. Required fire flows cannot be determined precisely until the specific building use, construction type, and other factors have been disclosed and reviewed. The applicant will comply with the fire flow and fire safety and suppression requirements of all adopted City codes and regulations.
8. Plaza areas shall be hardscape areas of concrete, paver, or some other durable, consistent material, compliant with ADA accessible surfaces; pattern & materials to be further refined through the design and construction process.
9. Contractor shall coordinate with site Engineer for handicap ramp layout prior to construction to ensure compliance with design and ADA requirements.
10. Special maintenance agreement for utilities under streetscape conditions/elements/materials (pavers, walls, trees, etc.) may be required prior to issuance of C.O.

N

40 0 40 80 120 Scale: 1" = 40'

REVISIONS

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PDO SET - FOR APPROVAL

# MARY ESTHER MARKETPLACE & RESIDENCES

# BIG BOX RETAIL

City of Mary Esther, FL

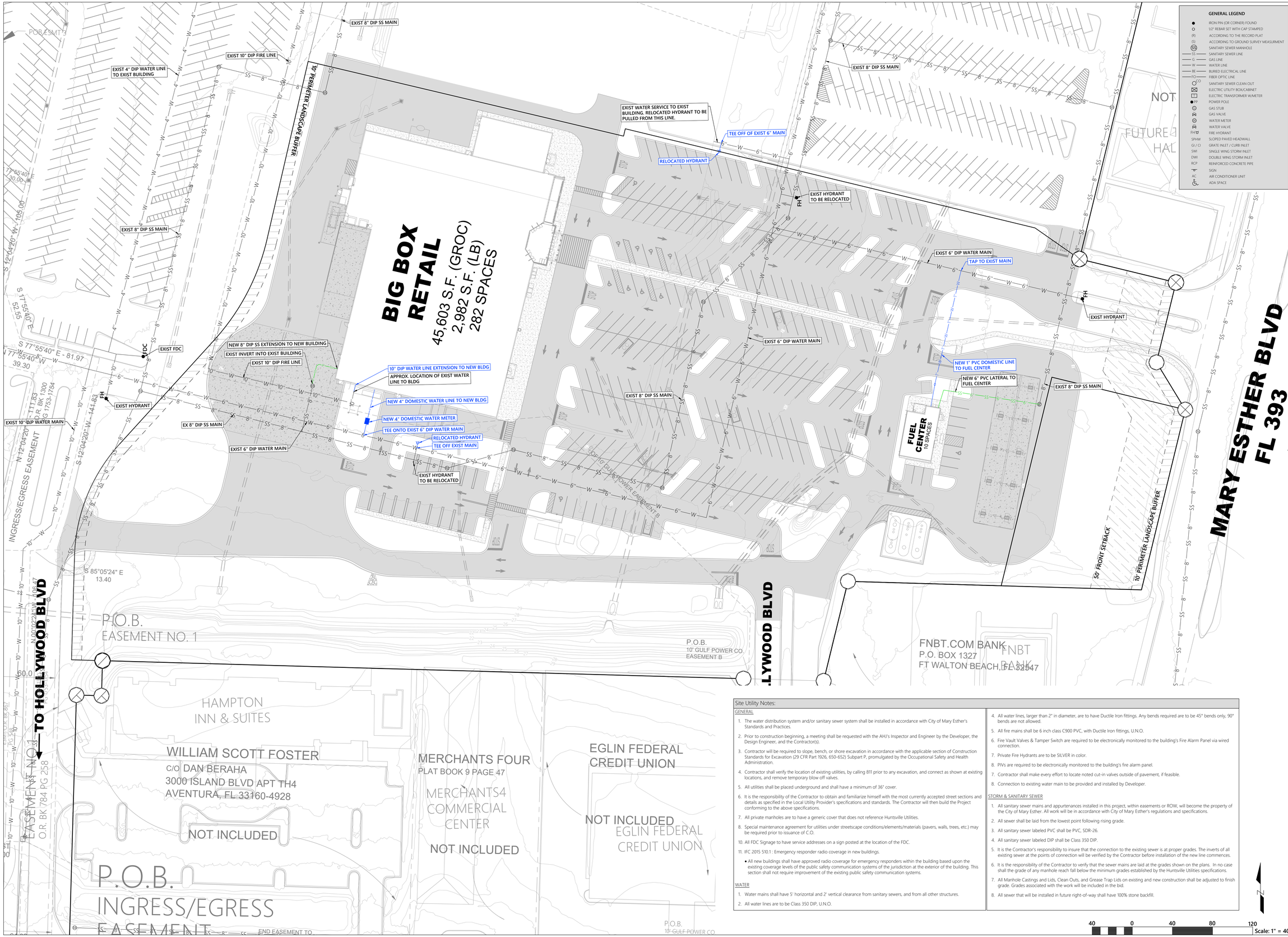
PREPARED FOR: Radiant Partners

Layout Plan

Job No. 23-170-1P
Date: 9/8/2025
Drawn By: RHP
Checked By: TMW

SHEET NUMBER

**C6**




## Site Utility Notes:

GENERAL

1. The water distribution system and/or sanitary sewer system shall be installed in accordance with City of Mary Esther's Standards and Practices.
2. Prior to construction beginning, a meeting shall be requested with the AHJ's Inspector and Engineer by the Developer, the Design Engineer, and the Contractor(s).
3. Contractor will be required to slope, bench, or shore excavation in accordance with the applicable section of Construction Standards for Excavation (29 CFR Part 1926, 650-652) Subpart P, promulgated by the Occupational Safety and Health Administration.
4. Contractor shall verify the location of existing utilities, by calling 811 prior to any excavation, and connect as shown at existing locations, and remove temporary blow off valves.
5. All utilities shall be placed underground and shall have a minimum of 36" cover.
6. It is the responsibility of the Contractor to obtain and familiarize himself with the most currently accepted street sections and details as specified in the Local Utility Provider's specifications and standards. The Contractor will then build the Project conforming to the above specifications.
7. All private manholes are to have a generic cover that does not reference Huntsville Utilities.
8. Special maintenance agreement for utilities under streetscape conditions/elements/materials (pavers, walls, trees, etc.) may be required prior to issuance of C.O.
10. All FDC Signage to have service addresses on a sign posted at the location of the FDC.
11. IFC 2015 510.1: Emergency responder radio coverage in new buildings.
    - All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems.

WATER

1. Water mains shall have 5' horizontal and 2' vertical clearance from sanitary sewers, and from all other structures.
2. All water lines are to be Class 350 DIP, U.N.O.
4. All water lines, larger than 2" in diameter, are to have Ductile Iron fittings. Any bends required are to be 45° bends only, 90° bends are not allowed.
5. All fire mains shall be 6 inch class C900 PVC, with Ductile Iron fittings, U.N.O.
6. Fire Vault Valves & Tamper Switch are required to be electronically monitored to the building's Fire Alarm Panel via wired connection.
7. Private Fire Hydrants are to be SILVER in color.
8. PIVs are required to be electronically monitored to the building's fire alarm panel.
7. Contractor shall make every effort to locate noted cut-in valves outside of pavement, if feasible.
8. Connection to existing water main to be provided and installed by Developer.

STORM & SANITARY SEWER

1. All sanitary sewer mains and appurtenances installed in this project, within easements or ROW, will become the property of the City of Mary Esther. All work will be in accordance with City of Mary Esther's regulations and specifications.
2. All sewer shall be laid from the lowest point following rising grade.
3. All sanitary sewer labeled PVC shall be PVC, SDR-26.
4. All sanitary sewer labeled DIP shall be Class 350 DIP.
5. It is the Contractor's responsibility to insure that the connection to the existing sewer is at proper grades. The inverts of all existing sewer at the points of connection will be verified by the Contractor before installation of the new line commences.
6. It is the responsibility of the Contractor to verify that the sewer mains are laid at the grades shown on the plans. In no case shall the grade of any manhole reach fall below the minimum grades established by the Huntsville Utilities specifications.
7. All Manhole Castings and Lids, Clean Outs, and Grease Trap Lids on existing and new construction shall be adjusted to finish grade. Grades associated with the work will be included in the bid.
8. All sewer that will be installed in future right-of-way shall have 100% stone backfill.

40 0 40 80 120 Scale: 1" = 40'

REVISIONS

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TODD M WHEELER, P.E.
FL. PE No. 92378 COA#32689

PDO SET - FOR APPROVAL

# MARY ESTHER MARKETPLACE & RESIDENCES

## BIG BOX RETAIL

City of Mary Esther, FL

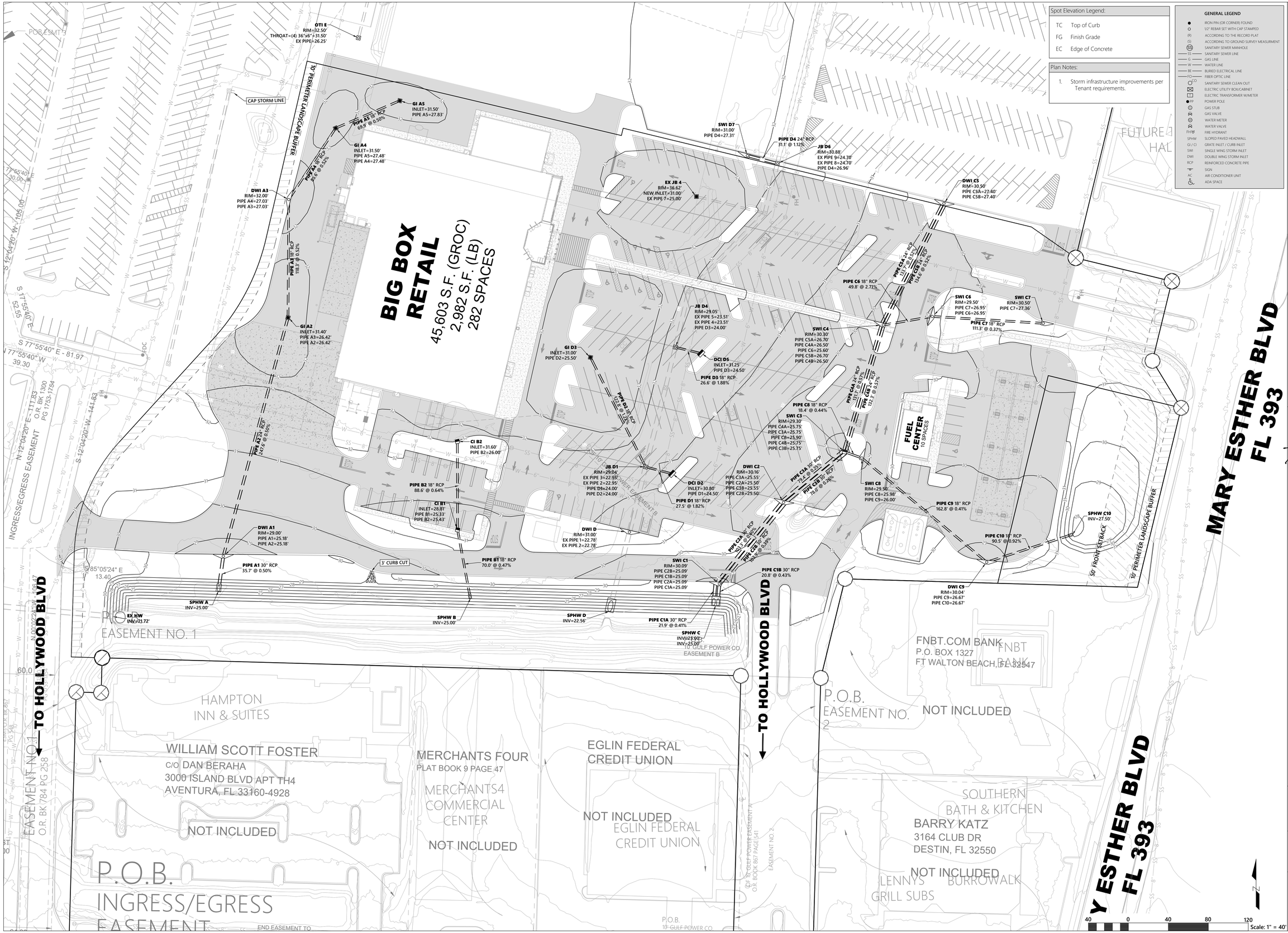
PREPARED FOR: Radiant Partners

Utility Plan

Job No. 23-170-1P
Date: 9/8/2025
Drawn By: RHP
Checked By: TMW

SHEET NUMBER

**C7**




REVISIONS

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FL. PE No. 92378 COA#32689

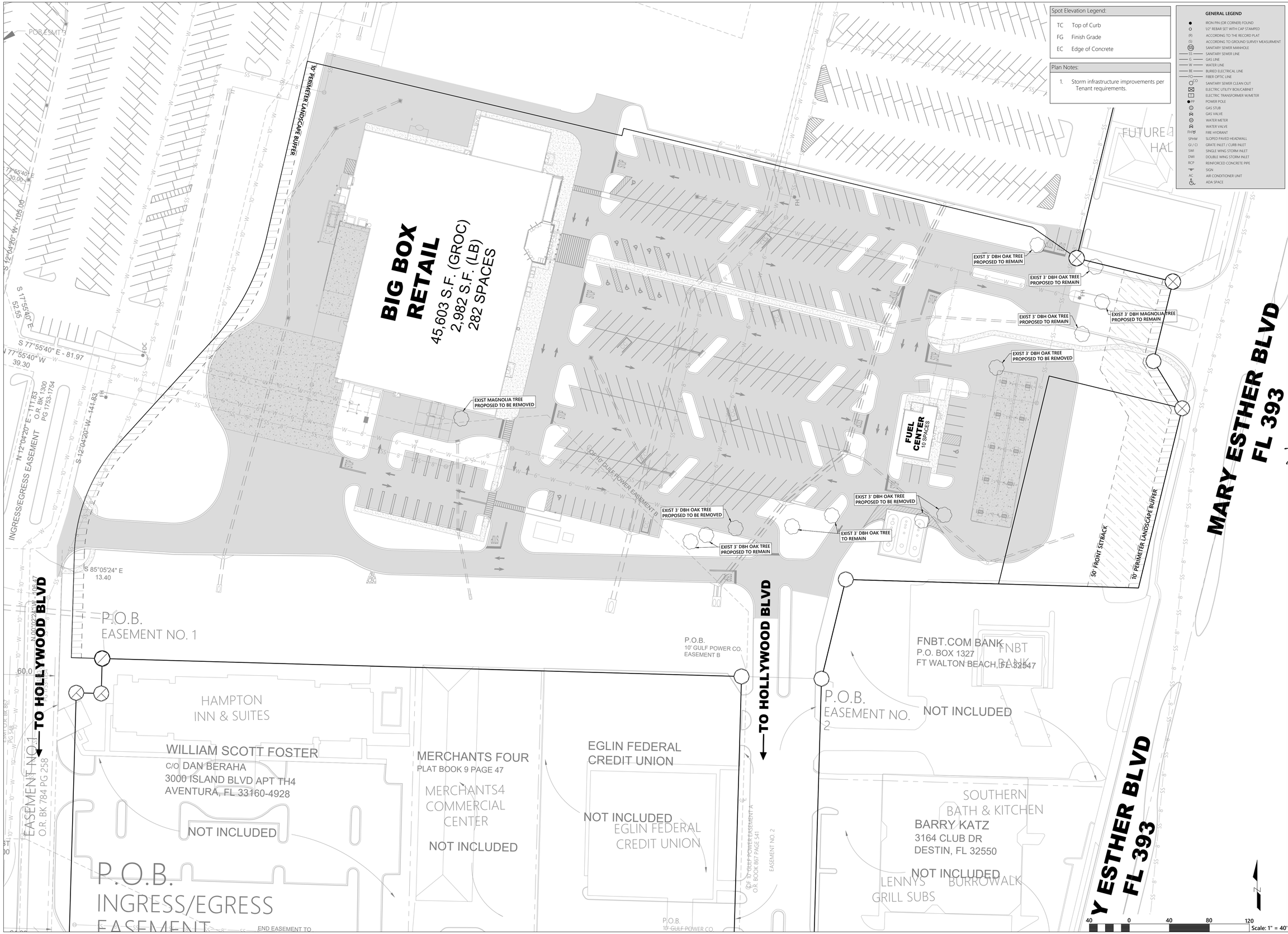
PDO SET - FOR APPROVAL
# MARY ESTHER MARKETPLACE & RESIDENCES
# BIG BOX RETAIL
City of Mary Esther, FL

PREPARED FOR: Radiant Partners

Grading Plan

Job No. 23-170-1P
Date: 9/8/2025
Drawn By: RHP
Checked By: TMW

SHEET NUMBER
C8

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PDO SET - FOR APPROVAL

# MARY ESTHER MARKETPLACE & RESIDENCES

## BIG BOX RETAIL

City of Mary Esther, FL

PREPARED FOR: Radiant Partners

Tree Survey

Job No. 23-170-1P
Date: 9/8/2025
Drawn By: RHP
Checked By: TMW

SHEET NUMBER

**C9**

## SITE DESCRIPTION

THE PROPOSED PROJECT IS LOCATED ON THE WEST SIDE OF MARY ESTHER BLVD AND NORTH SIDE OF HOLLYWOOD BLVD IN THE CITY OF MARY ESTHER , FL. THE TOTAL ACERAGE OF THE EXISTING SITE IS ±10.76 AC, WITH THE DISTURBED AREA OF THIS SWPPP PLAN BEING ±10.76 AC. THERE ARE NO WETLANDS LOCATED ON THE PROPERTY. MOST ALL OF THE EXISTING GROUND COVER IS PREVIOUSLY DEVELOPED PAVED AREA WITH UNDERLYING SOILS CLASSIFIED AS A HYDRAULIC SOIL GROUP 'A' & 'B'. THE MAJORITY OF STORMWATER FLOW ON-SITE DRAINS INTO EXISTING STORM INFRASTRUCTURE AND DETENTION POND PRIOR TO OUTFALL INTO THE FDOT RIGHT-OF-WAY AND CONTINUES TO THE SOUTH.

THE LATITUDE AND LONGITUDE OF THE PROPERTY IS 30°24'54.90"N AND 86°39'20.80"W (OBTAINED FROM GOOGLE MAPS).

THE PROPOSED PLAN INCLUDES DEMOLITION OF APPROXIMATELY 2.68 AC OF THE EXISTING SANTA ROSA MALL, AND ITS NECESSARY EROSION CONTROL MEASURES. STORMWATER WILL CONTINUE TO BE COLLECTED VIA SWALES/INLETS AND PIPED TO A DRY DETENTION PONDS THAT WILL STORE AND TREAT THE STORMWATER RUNOFF.

## EROSION AND SEDIMENTATION CONTROLS

EROSION AND SEDIMENTATION FROM THE CONSTRUCTION SITE SHALL BE CONTROLLED AT ALL TIMES USING BEST MANAGEMENT PRACTICES (BMPS). PERIMETER CONTROLS SHALL BE INSTALLED PRIOR TO CLEARING ACTIVITIES OR ANY CONSTRUCTION ACTIVITY THAT DISTURBS SOILS. INSTALLATION OF THOSE CONTROLS MAY BE STAGED TO CORRESPOND WITH THE CLEARING AND CONSTRUCTION SCHEDULE. IMMEDIATELY AFTER CLEARING ACTIVITIES APPROPRIATE CONTROLS SHALL BE INSTALLED TO LIMIT AND MINIMIZE THE VELOCITY OF STORMWATER RUNOFF OVER UNPROTECTED SOILS. TEMPORARY BPMPS SHALL BE USED AS NECESSARY INSIDE THE PERIMETER CONTROLS AS THE CONSTRUCTION PROGRESSES. PERIMETER CONTROLS SHALL BE ACTIVELY MAINTAINED UNTIL FINAL STABILIZATION OF THOSE PORTIONS OF THE SITE UPHILL OF THE PERIMETER CONTROLS. TEMPORARY CONTROLS SHALL BE REMOVED WHEN STABILIZATION IS ACHIEVED OR WHEN NECESSARY FOR THE NEXT STAGE OF CONSTRUCTION. CONTROLS SHALL BE CONSISTENT WITH THE PERFORMANCE STANDARDS FOR EROSION AND SEDIMENTATION CONTROL AS SET FORTH IN SECTION 62-40.432 F.A.C.

## STABILIZATION AND STRUCTURAL PRACTICES

STABILIZATION PRACTICES MAY INCLUDE, BUT NOT LIMITED TO, TEMPORARY SEEDING, MULCHING, GEOTEXTILES AND PRESERVATION OF EXISTING VEGETATION. PRESERVATION OF THE EXISTING VEGETATION SHOULD ALWAYS BE FIRST CHOICE BMP. A RECORD SHALL BE MAINTAINED OF THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE AND WHEN STABILIZATION MEASURES ARE INITIATED. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE, BUT IN NO CASE MORE THAN 14 DAYS, IN THOSE AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.

STRUCTURAL PRACTICES SHALL DIVERT FLOWS FROM EXPOSED SOILS, STORE FLOWS, RETAIN SEDIMENT ON-SITE, OR OTHERWISE LIMIT RUNOFF AND DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SUCH PRACTICES MAY INCLUDE, BUT NOT LIMITED TO, SILT FENCE, EARTH DIKES, DIVERSION SWALES, SEDIMENT TRAPS, CHECK DAMS, SUBSURFACE DRAINS, PIPE SLOPE DRAINS, LEVEL SPREADERS, STORM DRAIN INLET PROTECTION, ROCK OUTLET PROTECTION, REINFORCED SOIL RETAINING SYSTEMS AND TEMPORARY OR PERMANENT SEDIMENT BASINS.

## STORMWATER MANAGEMENT

A SINGLE ROW OF SILT FENCE SHALL BE INSTALLED AROUND THE CONSTRUCTION SITE PRIOR TO LAND DISTURBANCE ACTIVITIES TO PREVENT SEDIMENT FROM LEAVING THE SITE.

AFTER CLEARING ACTIVITIES, ADDITIONAL SILT FENCE AND HAY BALES SHALL BE INSTALLED, AS NECESSARY, UPHILL OF THE PERIMETER CONTROLS TO REDUCE RUNOFF VELOCITIES AND THE POTENTIAL FOR EXCESSIVE EROSION.

EROSION CONTROL FACILITIES SHALL ACTIVELY MAINTAINED THROUGHOUT THE COURSE OF CONSTRUCTION AND SHALL REMAIN UNTIL FINAL STABILIZATION IS ACHIEVED AND ACCEPTANCE BY THE OWNER.

## CONTROLS FOR OTHER POTENTIAL POLLUTANTS

A MATERIALS MANAGEMENT AREA SHALL BE DESIGNATED ON-SITE FOR PROTECTED STORAGE OF CHEMICALS, SOLVENTS, FERTILIZERS, AND OTHER POTENTIALLY TOXIC MATERIALS. STORAGE AREAS CAN BECOME A MAJOR SOURCE OF RISK DUE TO POSSIBLE MISHANDLING OF MATERIALS AND ACCIDENTAL SPILLS. AN INVENTORY SHOULD BE COMPILED AND MAINTAINED OF THE STORAGE AREA AND THE SITE. SPECIAL CARE SHOULD BE TAKEN TO IDENTIFY ANY MATERIALS THAT HAVE THE POTENTIAL TO COME INTO CONTACT WITH STORMWATER.

PETROLEUM PRODUCTS SUCH AS OIL, GASOLINE, LUBRICANTS, AND ASPHALTIC SUBSTANCES SHOULD BE HANDLED CAREFULLY TO MINIMIZE THEIR EXPOSURE TO STORMWATER. THESE MANAGEMENT PRACTICES SHOULD BE USED TO REDUCE THE RISKS OF USING PETROLEUM PRODUCTS:

- HAVE EQUIPMENT AVAILABLE TO CONTAIN AND CLEAN UP PETROLEUM SPILLS IN FUEL STORAGE AREAS OR ON BOARD MAINTENANCE AND FUELING VEHICLES.
- WHERE POSSIBLE, STORE PETROLEUM PRODUCTS AND FUEL VEHICLES IN COVERED AREAS AND CONSTRUCT DIKES TO CONTAIN AND SPILLS.
- CONTAIN AND CLEAN UP PETROLEUM SPILLS IMMEDIATELY.
- PERFORM PREVENTATIVE MAINTENANCE FOR ON-SITE EQUIPMENT TO PREVENT LEAKAGE.
- APPLY ASPHALTIC SUBSTANCES PROPERLY ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS.

HAZARDOUS PRODUCTS INCLUDING, BUT NOT LIMITED TO, PAINTS, ACIDS FOR CLEANING MASONRY SURFACES, CLEANING SOLVENTS, CHEMICAL ADDITIVES USED FOR SOIL STABILIZATION, AND CONCRETE CURING COMPOUNDS SHOULD BE PROPERLY HANDLED. THESE PRACTICES WILL HELP AVOID POLLUTION OF STORMWATER BY THESE MATERIALS:

- KEEP EQUIPMENT TO CONTAIN AND CLEAN UP SPILLS OF HAZARDOUS MATERIALS IN THE AREAS WHERE THE MATERIALS ARE STORED.
- CONTAIN AND CLEAN UP SPILLS IMMEDIATELY AFTER THEY OCCUR.
- KEEP MATERIALS IN A DRY, COVERED AREA.
- STORE MATERIALS IN THE ORIGINAL MANUFACTURER'S CONTAINERS WHENEVER POSSIBLE, BECAUSE SPECIAL HANDLING INSTRUCTIONS ARE USUALLY PRINTED ON THE CONTAINERS.

PESTICIDES INCLUDE INSECTICIDES, RODENTICIDES, AND HERBICIDES THAT ARE COMMONLY USED ON CONSTRUCTION SITES. THESE MANAGEMENT PRACTICES WILL REDUCE THE AMOUNTS OF PESTICIDES THAT COULD CONTACT STORMWATER:

- HANDLE PESTICIDES AS INFREQUENTLY AS POSSIBLE.
- STORE MATERIALS IN THE ORIGINAL MANUFACTURER'S CONTAINERS WHENEVER POSSIBLE, BECAUSE SPECIAL HANDLING INSTRUCTIONS ARE USUALLY PRINTED ON THE CONTAINERS.
- OBSERVE ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS WHEN USING, HANDLING, OR DISPOSING OF PESTICIDES.
- STORE PESTICIDES IN A DRY, COVERED AREA.
- PROVIDE CURBS OR DIKES TO CONTAIN SPILLS.
- HAVE MEASURES ON SITE TO CONTAIN AND CLEAN UP SPILLS.
- STRICTLY FOLLOW RECOMMENDED APPLICATION RATES AND METHODS.

FERTILIZER AND DETERGENTS USUALLY CONTAIN NUTRIENTS THAT CAN BE A MAJOR SOURCE OF POLLUTION IN STORMWATER. THESE PRACTICES SHOULD BE USED TO REDUCE THE RISKS OF NUTRIENT POLLUTION:

- LIMIT THE APPLICATION OF FERTILIZERS TO THE MINIMUM AREA AND THE MINIMUM RECOMMENDED AMOUNTS.
- REDUCE EXPOSURE OF NUTRIENTS TO STORMWATER RUNOFF BY WORKING THE FERTILIZER INTO THE SOIL TO A DEPTH OF 4 TO 6 INCHES.
- APPLY FERTILIZER MORE FREQUENTLY, BUT AT LOWER APPLICATION RATES.
- LIMIT HYDROSEEDING IN WHICH LIME AND FERTILIZERS ARE APPLIED TO THE GROUND SURFACE IN ONE APPLICATION.
- IMPLEMENT GOOD EROSION AND SEDIMENT CONTROL TO HELP REDUCE THE AMOUNT OF FERTILIZER LOST AS A RESULT OF EROSION.
- LIMIT THE USE OF DETERGENTS ON THE SITE. WASH WATER CONTAINING DETERGENTS SHOULD NOT BE DISCHARGED TO THE STORMWATER MANAGEMENT SYSTEM.
- APPLY FERTILIZER AND USE DETERGENTS ONLY IN THE RECOMMENDED MANNER AND AMOUNTS.

PROPER MANAGEMENT AND DISPOSAL OF BUILDING MATERIALS AND OTHER CONSTRUCTION SITE WASTES ARE AN ESSENTIAL PART OF POLLUTION PREVENTION. CONSTRUCTION WASTES INCLUDE SURPLUS OR REFUSE BUILDING MATERIALS AS WELL AS HAZARDOUS WASTES. MANAGEMENT PRACTICES FOR THESE WASTES INCLUDE TRASH DISPOSAL, RECYCLING, MATERIAL HANDLING, AND SPILL PREVENTION AND CLEAN UP. THESE PRACTICES SHOULD PROVIDE FOR PROPER DISPOSAL OF CONSTRUCTION WASTES:

- DESIGNATE A WASTE DISPOSAL AREA ON THE SITE.
- PROVIDE AN ADEQUATE NUMBER OF CONTAINERS WITH LIDS OR COVERS THAT CAN BE PLACED OVER THE CONTAINER PRIOR TO RAINFALL.
- LOCATE CONTAINERS IN COVERED AREAS, WHERE POSSIBLE.
- ARRANGE FOR SCHEDULED WASTE PICK UP. ADJUST WASTE COLLECTION SCHEDULE AS NECESSARY TO PREVENT OVERFLOW OF THE CONTAINERS.
- ENSURE THAT CONSTRUCTION WASTE IS COLLECTED, REMOVED, AND DISPOSED OF ONLY AT AUTHORIZED DISPOSAL AREAS IN COMPLIANCE WITH APPLICABLE STATE AND/OR LOCAL WASTE DISPOSAL REGULATIONS.

OFF-SITE VEHICLE TRACKING OF SEDIMENTS AND THE GYRATION OF DUST SHALL BE MINIMIZED. OFF-SITE SEDIMENT REMOVAL SHOULD BE CONDUCTED AT A FREQUENCY NECESSARY TO MINIMIZE IMPACTS. VEHICLE WASH AREA SHOULD BE CONSIDERED IF OFF-SITE TRACKING BECOMES EXCESSIVE.

THE CONSTRUCTION SITE MAY NEED TEMPORARY SANITARY SEWER FACILITIES FOR ON-SITE PERSONNEL. PORTABLE FACILITIES MAY BE UTILIZED THROUGHOUT THE SITE. LICENSED DOMESTIC WASTE HAULERS MUST BE CONTRACTED TO REGULARLY REMOVE THE SANITARY WASTES AND TO MAINTAIN THE FACILITIES IN GOOD WORKING ORDER. THE TEMPORARY CONSTRUCTION TRAILER MAY HAVE SANITARY SEWER FACILITIES WITH A HOLDING TANK. A LICENSED DOMESTIC WASTE HAULER SHALL ALSO SERVICE THIS FACILITY. AN ON-SITE SEPTIC SYSTEM FOR THE CONSTRUCTION TRAILER IS NOT ALLOWED. TEMPORARY SANITARY SEWER FACILITIES SHALL BE PERMITTED BY THE LOCAL BUILDING DEPARTMENT IN ACCORDANCE WITH APPLICABLE STATE AND LOCAL REGULATIONS.

## MAINTENANCE AND INSPECTION CONTROLS

CONTROLS OF POLLUTANTS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD UNTIL STABILIZATION IS ACHIEVED. QUALIFIED PERSONNEL SHALL INSPECT ALL POINTS OF DISCHARGE AND ALL DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION, STRUCTURAL CONTROLS, AND LOCATIONS WHERE VEHICLES ENTER OR EXIST THE SITE AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF EVERY STORM EVENT THAT PRODUCES AT LEAST 0.50 INCHES OF RAINFALL DETERMINED BY AN ON-SITE RAIN GAGE. WHEN THE SITE HAS BEEN FINALLY STABILIZED, SUCH INSPECTION SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH UNTIL A NOTICE OF TERMINATION HAS BEEN SUBMITTED. A NOTICE OF TERMINATION FORM IS SHOWN ON THIS SHEET. CONTRACTOR SHALL USE THE INSPECTION FORM ON THIS SHEET TO DOCUMENT THE REQUIRED INSPECTIONS AND SHALL KEEP THE INSPECTION FORM ON-SITE FOR REGULATOR REVIEW IF REQUIRED.

- STABILIZATION MEASURES - DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS LEAVING THE SITE. THE INSPECTION SHOULD REVEAL WHETHER THE AREA WAS STABILIZED CORRECTLY, WHETHER THERE HAS BEEN DAMAGE TO THE AREA SINCE IT WAS STABILIZED, AND WHAT SHOULD BE DONE TO CORRECT ANY PROBLEMS.
- STRUCTURAL CONTROLS - SILT FENCES, HAY BALES AND OTHER EROSION CONTROL MEASURES SHALL BE INSPECTED REGULARLY FOR PROPER POSITIONING, ANCHORING, AND EFFECTIVENESS IN TRAPPING SEDIMENTS. THE INSPECTION SHOULD REVEAL WHETHER THE CONTROL WAS INSTALLED CORRECTLY, WHETHER THERE HAS BEEN DAMAGE TO THE CONTROL SINCE INSTALLATION, AND WHAT SHOULD BE DONE TO CORRECT ANY PROBLEMS. SEDIMENT SHOULD BE REMOVED FROM THE UPHILL SIDE OF THE SILT FENCE AND THE FENCE SHOULD BE RECONSTRUCTED AS NECESSARY. HAY BALES SHALL BE ADDED OR REPLACED AS NECESSARY TO PROVIDE EFFECTIVE CONTROL.
- DISCHARGE POINTS - DISCHARGE POINTS SHALL BE INSPECTED TO DETERMINE WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT AMOUNTS OF POLLUTANTS FROM LEAVING THE SITE. SILT FENCES AND HAY BALES SHALL BE MAINTAINED OR REPLACED AS NECESSARY. THE INSPECTION SHOULD REVEAL WHETHER THE ON-SITE BMPS ARE EFFECTIVE, AND WHAT SHOULD BE DONE TO INCREASE THE EFFECTIVENESS.
- CONSTRUCTION ENTRANCES - LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING.
- AREAS USED FOR STORAGE OF EXPOSED MATERIALS - SHALL BE INSPECTED WEEKLY AND ADDITIONAL SEDIMENT CONTROL MEASURES INSTALLED AS NECESSARY IF EXISTING MEASURES ARE NOT ADEQUATE.

## CONTRACTOR CERTIFICATION

BASED ON THE RESULT OF THE INSPECTION, ALL MAINTENANCE OPERATIONS NEEDED TO ASSURE PROPER FUNCTION OF ALL CONTROLS, BMPS, PRACTICES OR MEASURE IDENTIFIED IN THIS PLAN SHALL BE DONE IN A TIMELY MANNER, BUT IN NO CASE LATER THAN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.

A REPORT SUMMARIZING THE SCOPE OF EACH INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATED TO THE IMPLEMENTATION OF THE STORMWATER POLLUTION PREVENTION PLAN, AND MODIFICATIONS TO THE STORMWATER POLLUTION PREVENTION PLAN SHALL BE PREPARED AND RETAINED AS PART OF THE STORMWATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED. SUCH REPORT SHALL IDENTIFY ANY INCIDENCE OF NON-COMPLIANCE.

THIS STORMWATER POLLUTION PREVENTION PLAN MUST CLEARLY IDENTIFY, FOR EACH MEASURE IDENTIFIED WITHIN THE STORMWATER POLLUTION PREVENTION PLAN, THE CONTRACTOR(S) OR SUBCONTRACTOR(S) THAT WILL IMPLEMENT EACH MEASURE. ALL CONTRACTOR(S) OR SUBCONTRACTOR(S) IDENTIFIED IN THE STORMWATER POLLUTION PREVENTION PLAN MUST SIGN THE FOLLOWING CERTIFICATION:

*"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER."*

| NAME | TITLE | COMPANY NAME, ADDRESS & PHONE NUMBER | DATE |
|---|---|---|---|
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## CONTRACTOR REQUIREMENTS

THE CONTRACTOR MUST HAVE TECHNICAL EXPERTISE IN EROSION PREVENTION AND SEDIMENT CONTROL. THE CONTRACTOR MUST AT ALL TIMES MAINTAIN EROSION CONTROL METHODS THAT PREVENT ANY VIOLATION OF THE NPDES PROGRAM.

## FAULTY INSTALLATION AND/OR POOR MAINTENANCE

MOST NONCOMPLIANCE OCCURS BECAUSE MEASURES WERE NOT INSTALLED CORRECTLY OR MAINTAINED PROPERLY, OR BOTH. DETERMINING THE REASON WHY THE MEASURES ARE FAILING REQUIRES TECHNICAL KNOWLEDGE ABOUT THE DEVICES AND HOW TO CONSTRUCT THEM PROPERLY. CONTRACTORS FAILURE TO CONTROL EROSION, SEDIMENTATION OR TURBIDITY BOTH ON-SITE AND OFF-SITE IS NOT ACCEPTABLE. FAILURE TO DO SO MAY RESULT IN POSSIBLE FINES AND/OR TERMINATION FROM THE SITE WITHOUT PAYMENT FOR CONSTRUCTION PROGRESS.

## COMPLIANCE

REMEMBER THAT THE GOAL OF THE PROGRAM IS TO PREVENT ACCELERATED EROSION AND OFF-SITE SEDIMENTATION. AS THE CONTRACTOR, YOU ARE THE FIRST PERSON TO DETERMINE IF THE PERFORMANCE STANDARDS AND INTENT OF THE RULE ARE BEING MET. YOU ARE THE KEY PERSON IN ENSURING THAT THE CONSTRUCTION SITE IS EVALUATED FAIRLY AND CONSISTENTLY AND THAT YOU KEEP THE SITE IN COMPLIANCE.

THE EROSION AND SEDIMENT CONTROL RULES ARE PERFORMANCE ORIENTED. THAT IS, THE MEASURES USED AT A CONSTRUCTION SITE MUST BE EFFECTIVE IN CONTROLLING EROSION AND PREVENTING OFF-SITE SEDIMENTATION FOR THE SITE TO BE IN COMPLIANCE. FOLLOWING AN APPROVED PLAN AND INSTALLING THE CONTROL MEASURES MAY NOT BE ENOUGH FOR A SITE TO BE IN COMPLIANCE WITH THE RULES. IF EROSION AND OFF-SITE SEDIMENTATION OCCUR, THE CONTRACTOR WILL RESPONSIBLE FOR INSTALLING ADDITIONAL MEASURES TO CORRECT ANY PROBLEM ASSOCIATED WITH COMPLIANCE OF THE NPDES PERMIT OR ANY OTHER PERMIT REQUIRED FOR THE SITE CONSTRUCTION. THE CONTRACTOR WILL ALSO BE COMPLETELY RESPONSIBLE FOR ANY FINES LEVIED BY ANY GOVERNING AGENCY ON THE PROJECT DURING CONSTRUCTION.

THE RULES ARE ALSO FLEXIBLE, ALLOWING THE CONTRACTOR TO DECIDE THE MOST ECONOMICAL EFFECTIVE MEANS OF EROSION CONTROL. THIS ENCOURAGES THE USE OF INNOVATIVE TECHNIQUES AND SPECIFICALLY DESIGNED EROSION CONTROL SYSTEMS. THE CONTRACTOR IS THE KEY INDIVIDUAL IN MAKING THIS KIND OF PERFORMANCE FAILURES AND REMEDY THE PROBLEMS.

THE CONTRACTOR'S JOB IS TO:

1. DETERMINE THAT AN EROSION AND SEDIMENT CONTROL PLAN FOR THE SITE HAS BEEN APPROVED.
2. DETERMINE THAT ALL SPECIFIED PRACTICES HAVE BEEN INSTALLED AND ARE BEING MAINTAINED ACCORDING TO THE PLAN.
3. DETERMINE THAT BOTH ON-SITE AND OFF-SITE SEDIMENTATION, EROSION OR TURBIDITY IS BEING PREVENTED. IF THE CONTRACTOR FINDS DEFICIENCIES, APPROPRIATE ACTION MUST BE TAKEN TO ATTAIN COMPLIANCE.

## CONTROL OF NON-STORMWATER DISCHARGES

IT IS EXPECTED THAT THE FOLLOWING NON-STORMWATER DISCHARGES MAY OCCUR FROM THE SITE DURING CONSTRUCTION PERIOD, WATER FROM WATER LINE FLUSHING, PAVEMENT WASH WATER (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED), AND UNCONTAMINATED GROUNDWATER (FROM DEWATERING EXCAVATION). IF SAID DISCHARGES DO OCCUR, IT SHALL BE TREATED SO AS TO NOT ALLOW A DISCHARGE OF POLLUTED STORMWATER. TREATMENT CAN INCLUDE SILT FENCES, SETTLING PONDS, THE PROPER USE OF FLOCCULATING AGENTS OR OTHER APPROPRIATE MEANS.

## RESPONSIBLE AUTHORITY

*"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATIO, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."*

| PROJECT NAME AND LOCATION INFORMATION: | PROJECT CONTACT & RESPONSIBLE AUTHORITY INFORMATION |
|---|---|
| MARY ESTHER MARKETPLACE & RESIDENCES<br>300 MARY ESTHER BLVD<br>MARY ESTHER, FL 32569 | DAVID SCHONBERGER w/ RADIANT PARTNERS, LLC<br>393 CANAL STREET, #288<br>NEW YORK, NY 10013<br>917-885-7714 |

SIGNATURE (OPERATOR AND/OR RESPONSIBLE AUTHORITY) DATE

Florida Department of Environmental Protection

# NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER NOTICE OF TERMINATION
## (RULE 62-621.300(6), F.A.C.)

**You must use this form to terminate coverage under the Generic Permit for Stormwater Discharge from Large and Small Construction Activities provided in subsection 62-621.302(4), F.A.C., the Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity provided in subsection 62-621.302(5), F.A.C. as well as the conditional exclusion for "no exposure" of industrial activities and materials to stormwater provided in paragraph 62-620.610(2)(o), F.A.C.**

**All information provided on this form shall be typed or printed in ink.**

**I. TERMINATION INFORMATION:**

| | |
|---|---|
| **A. Facility ID/Project Number:** | |
| **B. Reason for Termination:** | **Check all that apply:** |
| ☐ | **No longer operator of the facility/project.** |
| ☐ | **Final stabilization criteria is met and all stormwater discharges associated with construction activity including dewatering operations, have ceased (for construction activity only).** |
| ☐ | **All stormwater discharges associated with industrial activity have ceased (for industrial activity only).** |
| ☐ | **No longer meet the condition of "no exposure" (for industrial activity only).** |

**II. OPERATOR INFORMATION:**

| | | |
|---|---|---|
| **A. Operator Name:** | | |
| **B. Address:** | | |
| **C. City:** | **D. State:** | **E. Zip Code:** |
| **F. Responsible Authority:** | | **G. Responsible Authority's Phone No.:** |
| **H. Responsible Authority's E-mail Address:** | | **I. Responsible Authority's Fax No.:** |

**III. FACILITY/PROJECT INFORMATION:**

| | | |
|---|---|---|
| **A. Name:** | | |
| **B. Address/Location:** | | |
| **C. City:** | **D. State:** | **E. Zip Code:** |
| **F. County:** | | |

**Page 1 of 4**

**DEP Form 62-621.300(9)**
**Effective Date: 02/20/15**

**Stormwater Pollution Prevention Plan Inspection Report Form**

**Inspections must occur at least once a week and within 24 hours of the end of a storm event that is 0.50 inches or greater.**

Project Name: _____ NPDES Stormwater Identification Number: FLR10_____

| Location | Rain Gage | Type of control (see below) | Date Installed / modified | Current Condition (see below) | Corrective Action / Other Remarks |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
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Condition Code: G = Good M = Marginal, needs maintenance or replacement soon P = Poor, needs immediate maintenance or replacement
C = Control to be changed O = Other

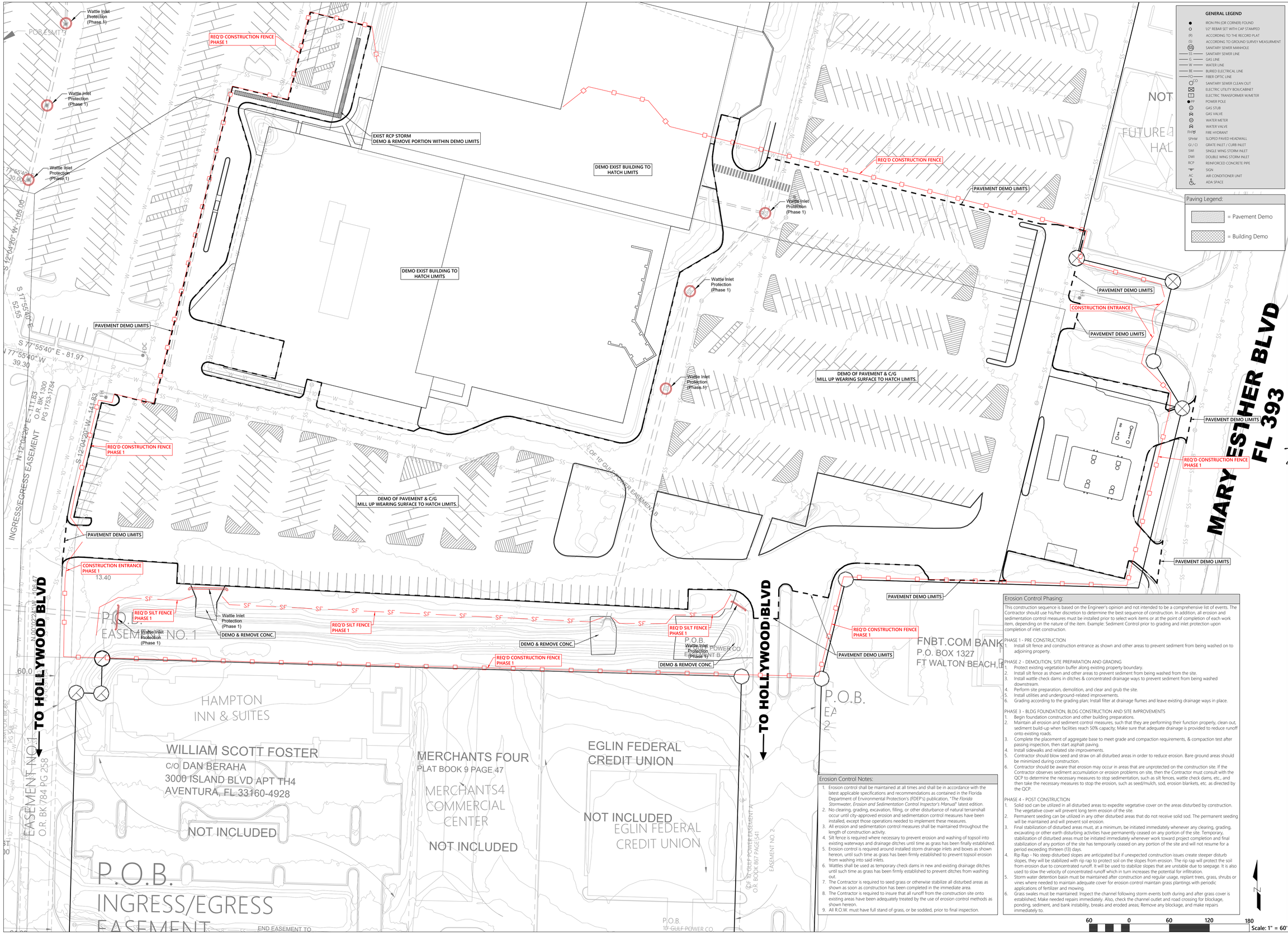
| Control Type Codes: | | | |
|---|---|---|---|
| 1. Silt Fence | 10. Storm drain inlet protection | 19. Reinforced soil retaining system | 28. Tree protection |
| 2. Earth dikes | 11. Vegetative buffer strip | 20. Gabion | 29. Detention pond |
| 3. Structural diversion | 12. Vegetative preservation area | 21. Sediment Basin | 30. Retrofit pond |
| 4. Swale | 13. Retention pond | 22. Temporary seed / sod | 31. Waste disposal / housekeeping |
| 5. Surface/mat/Turf mix | 14. Natural area stabilization | 23. Permanent seed / sod | 32. Other |
| 6. Check dam | 15. Perimeter ditch | 24. Mulch | 33. Sand Bag |
| 7. Subsurface drain | 16. Curb and gutter | 25. Hay Bales | 34. Other |
| 8. Pipe slope drain | 17. Paved road surface | 26. Geotextile | |
| 9. Level spreader | 18. Rock outlet protection | 27. Riprap | |

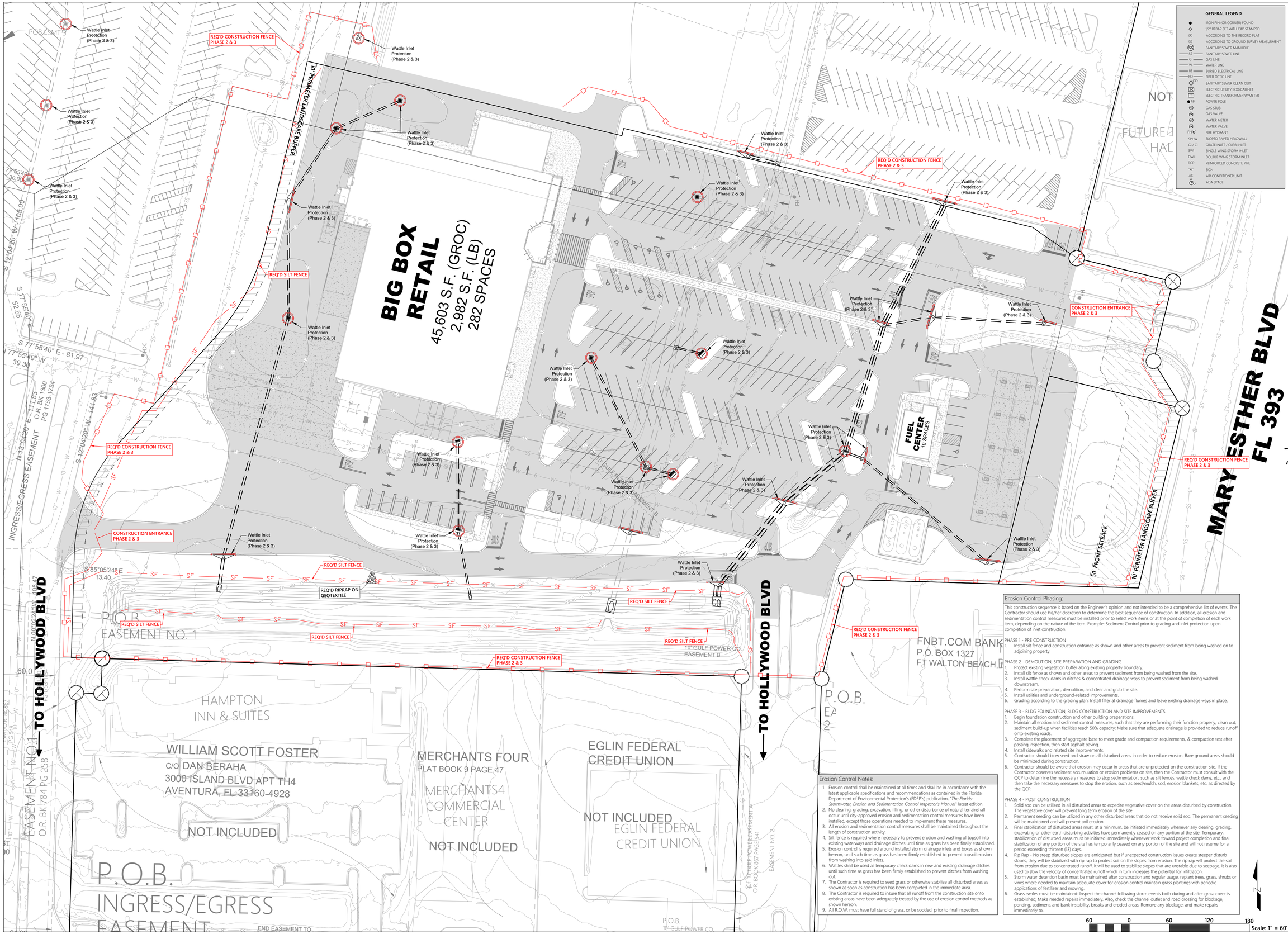
Inspector's Information:

_____ Date _____
Name
Qualification

"The above signature also shall certify that this facility is in compliance with the Stormwater Pollution Prevention Plan and the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities at the time of any inspection(s) or storm event(s) listed above.

* * * \


Wattle Inlet Protection (Phase 1)
POB ESMT 2
REQ'D CONSTRUCTION FENCE PHASE 1
EXIST RCP STORM DEMO & REMOVE PORTION WITHIN DEMO LIMITS
DEMO EXIST BUILDING TO HATCH LIMITS
DEMO EXIST BUILDING TO HATCH LIMITS
PAVEMENT DEMO LIMITS
S 12°04'20" W - 165.06
S 77°55'40" E - 52.55
S 77°55'40" E - 81.97
S 77°55'40" W 39.30
N 12°04'20" E - 111.83
O.R. BK 1300 PG 1753-1754
S 12°04'20" W - 141.83
INGRESS/EGRESS EASEMENT
REQ'D CONSTRUCTION FENCE PHASE 1
PAVEMENT DEMO LIMITS
CONSTRUCTION ENTRANCE PHASE 1
13.40
REQ'D SILT FENCE PHASE 1
Wattle Inlet Protection (Phase 1)
DEMO & REMOVE CONC.
REQ'D SILT FENCE PHASE 1
DEMO & REMOVE CONC.
REQ'D SILT FENCE PHASE 1
Wattle Inlet Protection (Phase 1)
DEMO & REMOVE CONC.
REQ'D CONSTRUCTION FENCE PHASE 1
TO HOLLYWOOD BLVD
N 00°02'21" W - 106.47
EASEMENT NO.1
O.R. BK 784 PG 258
HAMPTON INN & SUITES
WILLIAM SCOTT FOSTER
C/O DAN BERAHA
3000 ISLAND BLVD APT TH4
AVENTURA, FL 33160-4928
NOT INCLUDED
P.O.B.
INGRESS/EGRESS EASEMENT
END EASEMENT TO
DEMO OF PAVEMENT & C/G MILL UP WEARING SURFACE TO HATCH LIMITS.
10' OF 10' GULF POWER EASEMENT B
MERCHANTS FOUR
PLAT BOOK 9 PAGE 47
MERCHANTS4 COMMERCIAL CENTER
NOT INCLUDED
EGLIN FEDERAL CREDIT UNION
NOT INCLUDED
EGLIN FEDERAL CREDIT UNION
P.O.B. 10' GULF POWER CO
10' OF 10' GULF POWER EASEMENT A
O.R. BOOK 867 PAGE 541
EASEMENT NO. 2
REQ'D CONSTRUCTION FENCE
PAVEMENT DEMO LIMITS
Wattle Inlet Protection (Phase 1)
DEMO OF PAVEMENT & C/G MILL UP WEARING SURFACE TO HATCH LIMITS.
PAVEMENT DEMO LIMITS
CONSTRUCTION ENTRANCE
PAVEMENT DEMO LIMITS
PAVEMENT DEMO LIMITS
REQ'D CONSTRUCTION FENCE PHASE 1
PAVEMENT DEMO LIMITS
REQ'D CONSTRUCTION FENCE PHASE 1
PAVEMENT DEMO LIMITS
FNBT.COM BANK
P.O. BOX 1327
FT WALTON BEACH, FL
P.O.B.
EA
2
TO HOLLYWOOD BLVD
MARY ESTHER BLVD
FL 393
NOT
FUTURE
HAL
GENERAL LEGEND
IRON PIN (OR CORNER) FOUND
1/2" REBAR SET WITH CAP STAMPED
(R) ACCORDING TO THE RECORD PLAT
(S) ACCORDING TO GROUND SURVEY MEASURMENT
SANITARY SEWER MANHOLE
SS SANITARY SEWER LINE
G GAS LINE
W WATER LINE
BE BURIED ELECTRICAL LINE
FO FIBER OPTIC LINE
SANITARY SEWER CLEAN OUT
ELECTRIC UTILITY BOX/CABINET
ELECTRIC TRANSFORMER W/METER
POWER POLE
GAS STUB
GAS VALVE
WATER METER
WATER VALVE
FIRE HYDRANT
SPHW SLOPED PAVED HEADWALL
GI / CI GRATE INLET / CURB INLET
SWI SINGLE WING STORM INLET
DWI DOUBLE WING STORM INLET
RCP REINFORCED CONCRETE PIPE
SIGN
AC AIR CONDITIONER UNIT
ADA SPACE
Paving Legend:
= Pavement Demo
= Building Demo
Erosion Control Notes:
1. Erosion control shall be maintained at all times and shall be in accordance with the latest applicable specifications and recommendations as contained in the Florida Department of Environmental Protection's (FDEP's) publication, "The Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual" latest edition.
2. No clearing, grading, excavation, filling, or other disturbance of natural terrainshall occur until city-approved erosion and sedimentation control measures have been installed, except those operations needed to implement these measures.
3. All erosion and sedimentation control measures shall be maintained throughout the length of construction activity.
4. Silt fence is required where necessary to prevent erosion and washing of topsoil into existing waterways and drainage ditches until time as grass has been finally established.
5. Erosion control is required around installed storm drainage inlets and boxes as shown hereon, until such time as grass has been firmly established to prevent topsoil erosion from washing into said inlets.
6. Wattles shall be used as temporary check dams in new and existing drainage ditches until such time as grass has been firmly established to prevent ditches from washing out.
7. The Contractor is required to seed grass or otherwise stabilize all disturbed areas as shown as soon as construction has been completed in the immediate area.
8. The Contractor is required to insure that all runoff from the construction site onto existing areas have been adequately treated by the use of erosion control methods as shown hereon.
9. All R.O.W. must have full stand of grass, or be sodded, prior to final inspection.
Erosion Control Phasing:
This construction sequence is based on the Engineer's opinion and not intended to be a comprehensive list of events. The Contractor should use his/her discretion to determine the best sequence of construction. In addition, all erosion and sedimentation control measures must be installed prior to select work items or at the point of completion of each work item, depending on the nature of the item. Example: Sediment Control prior to grading and inlet protection upon completion of inlet construction.
PHASE 1 - PRE CONSTRUCTION
1. Install silt fence and construction entrance as shown and other areas to prevent sediment from being washed on to adjoining property.
PHASE 2 - DEMOLITION, SITE PREPARATION AND GRADING
1. Protect existing vegetation buffer along existing property boundary.
2. Install silt fence as shown and other areas to prevent sediment from being washed from the site.
3. Install wattle check dams in ditches & concentrated drainage ways to prevent sediment from being washed downstream.
4. Perform site preparation, demolition, and clear and grub the site.
5. Install utilities and underground-related improvements.
6. Grading according to the grading plan; Install filter at drainage flumes and leave existing drainage ways in place.
PHASE 3 - BLDG FOUNDATION, BLDG CONSTRUCTION AND SITE IMPROVEMENTS
1. Begin foundation construction and other building preparations.
2. Maintain all erosion and sediment control measures, such that they are performing their function properly, clean out, sediment build-up when facilities reach 50% capacity; Make sure that adequate drainage is provided to reduce runoff onto existing roads.
3. Complete the placement of aggregate base to meet grade and compaction requirements, & compaction test after passing inspection, then start asphalt paving.
4. Install sidewalks and related site improvements.
5. Contractor should blow seed and straw on all disturbed areas in order to reduce erosion. Bare ground areas should be minimized during construction.
6. Contractor should be aware that erosion may occur in areas that are unprotected on the construction site. If the Contractor observes sediment accumulation or erosion problems on site, then the Contractor must consult with the QCP to determine the necessary measures to stop sedimentation, such as silt fences, wattle check dams, etc., and then take the necessary measures to stop the erosion, such as seed/mulch, sod, erosion blankets, etc. as directed by the QCP.
PHASE 4 - POST CONSTRUCTION
1. Solid sod can be utilized in all disturbed areas to expedite vegetative cover on the areas disturbed by construction. The vegetative cover will prevent long term erosion of the site.
2. Permanent seeding can be utilized in any other disturbed areas that do not receive solid sod. The permanent seeding will be maintained and will prevent soil erosion.
3. Final stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the site. Temporary, stabilization of disturbed areas must be initiated immediately whenever work toward project completion and final stabilization of any portion of the site has temporarily ceased on any portion of the site and will not resume for a period exceeding thirteen (13) days.
4. Rip Rap - No steep disturbed slopes are anticipated but if unexpected construction issues create steeper disturb slopes, they will be stabilized with rip rap to protect soil on the slopes from erosion. The rip rap will protect the soil from erosion due to concentrated runoff. It will be used to stabilize slopes that are unstable due to seepage. It is also used to slow the velocity of concentrated runoff which in turn increases the potential for infiltration.
5. Storm water detention basin must be maintained after construction and regular usage, replant trees, grass, shrubs or vines where needed to maintain adequate cover for erosion control maintain grass plantings with periodic applications of fertilizer and mowing.
6. Grass swales must be maintained: Inspect the channel following storm events both during and after grass cover is established; Make needed repairs immediately. Also, check the channel outlet and road crossing for blockage, ponding, sediment, and bank instability, breaks and eroded areas; Remove any blockage, and make repairs immediately to.
N
60 0 60 120 180
Scale: 1" = 60'
REVISIONS
All documents, including Drawings and Bid Specifications, prepared or furnished by Firms listed on face, are instruments of service and shall remain the property of Firms listed on face, shall retain an ownership and property interest therein whether or not the Project is completed. Such documents are not intended to represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without written verification by Firms listed on face will entitle Firms listed on face to further compensation at rates to be agreed upon by Firms listed on face and the Client.
MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE
2101 West Clinton Avenue, Suite 303, Huntsville, AL 35805
(256) 690-5312
TODD M WHEELER LICENSE No 92378 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/8/2025
TODD M WHEELER, P.E.
FL. PE No. 92378 COA#32689
PDO SET - FOR APPROVAL
MARY ESTHER MARKETPLACE & RESIDENCES
BIG BOX RETAIL
City of Mary Esther, FL
PREPARED FOR: Radiant Partners
Erosion Control Plan - Phase 1
Job No. 23-170-1P
Date: 9/8/2025
Drawn By: RHP
Checked By: TMW
SHEET NUMBER
C11




**GENERAL LEGEND**

- IRON PIN (OR CORNER) FOUND
- 1/2" REBAR SET WITH CAP STAMPED
- (R) ACCORDING TO THE RECORD PLAT
- (S) ACCORDING TO GROUND SURVEY MEASURMENT
- SANITARY SEWER MANHOLE
- SS SANITARY SEWER LINE
- G GAS LINE
- W WATER LINE
- BE BURIED ELECTRICAL LINE
- FO FIBER OPTIC LINE
- CO SANITARY SEWER CLEAN OUT
- ELECTRIC UTILITY BOX/CABINET
- ELECTRIC TRANSFORMER W/METER
- PP POWER POLE
- GAS STUB
- GAS VALVE
- WATER METER
- WATER VALVE
- FH FIRE HYDRANT
- SPHW SLOPED PAVED HEADWALL
- GI / CI GRATE INLET / CURB INLET
- SWI SINGLE WING STORM INLET
- DWI DOUBLE WING STORM INLET
- RCP REINFORCED CONCRETE PIPE
- SIGN
- AC AIR CONDITIONER UNIT
- ADA SPACE

**Erosion Control Phasing:**

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1. Begin foundation construction and other building preparations.
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1. Solid sod can be utilized in all disturbed areas to expedite vegetative cover on the areas disturbed by construction. The vegetative cover will prevent long term erosion of the site.
2. Permanent seeding can be utilized in any other disturbed areas that do not receive solid sod. The permanent seeding will be maintained and will prevent soil erosion.
3. Final stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the site. Temporary, stabilization of disturbed areas must be initiated immediately whenever work toward project completion and final stabilization of any portion of the site has temporarily ceased on any portion of the site and will not resume for a period exceeding thirteen (13) days.
4. Rip Rap - No steep disturbed slopes are anticipated but if unexpected construction issues create steeper disturb slopes, they will be stabilized with rip rap to protect soil on the slopes from erosion. The rip rap will protect the soil from erosion due to concentrated runoff. It will be used to stabilize slopes that are unstable due to seepage. It is also used to slow the velocity of concentrated runoff which in turn increases the potential for infiltration.
5. Storm water detention basin must be maintained after construction and regular usage, replant trees, grass, shrubs or vines where needed to maintain adequate cover for erosion control maintain grass plantings with periodic applications of fertilizer and mowing.
6. Grass swales must be maintained: Inspect the channel following storm events both during and after grass cover is established; Make needed repairs immediately. Also, check the channel outlet and road crossing for blockage, ponding, sediment, and bank instability, breaks and eroded areas; Remove any blockage, and make repairs immediately to.

**Erosion Control Notes:**

1. Erosion control shall be maintained at all times and shall be in accordance with the latest applicable specifications and recommendations as contained in the Florida Department of Environmental Protection's (FDEP's) publication, *"The Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual"* latest edition.
2. No clearing, grading, excavation, filling, or other disturbance of natural terrainshall occur until city-approved erosion and sedimentation control measures have been installed, except those operations needed to implement these measures.
3. All erosion and sedimentation control measures shall be maintained throughout the length of construction activity.
4. Silt fence is required where necessary to prevent erosion and washing of topsoil into existing waterways and drainage ditches until time as grass has been finally established.
5. Erosion control is required around installed storm drainage inlets and boxes as shown hereon, until such time as grass has been firmly established to prevent topsoil erosion from washing into said inlets.
6. Wattles shall be used as temporary check dams in new and existing drainage ditches until such time as grass has been firmly established to prevent ditches from washing out.
7. The Contractor is required to seed grass or otherwise stabilize all disturbed areas as shown as soon as construction has been completed in the immediate area.
8. The Contractor is required to insure that all runoff from the construction site onto existing areas have been adequately treated by the use of erosion control methods as shown hereon.
9. All R.O.W. must have full stand of grass, or be sodded, prior to final inspection.

N

60 0 60 120 180 Scale: 1" = 60'

REVISIONS

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TODD M WHEELER LICENSE No 92378 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/8/2025

TODD M WHEELER, P.E.
FL. PE No. 92378 COA#32689

PDO SET - FOR APPROVAL

# MARY ESTHER MARKETPLACE & RESIDENCES

## BIG BOX RETAIL

City of Mary Esther, FL

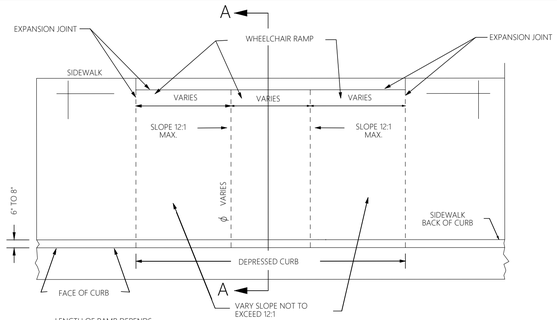
PREPARED FOR: Radiant Partners

Erosion Control Plan - Phase 2 & 3

Job No. 23-170-1P
Date: 9/8/2025
Drawn By: RHP
Checked By: TMW

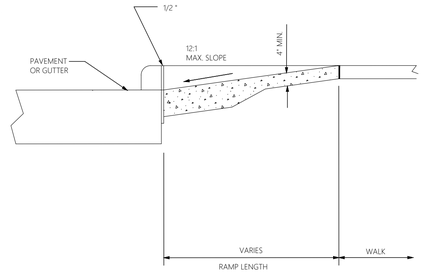
SHEET NUMBER

**C12**



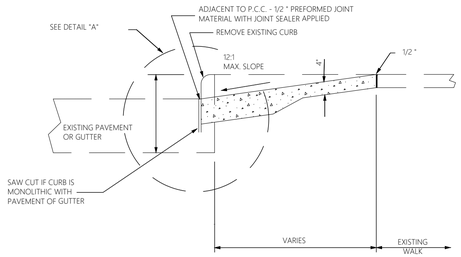

## PLAN VIEW

NTS



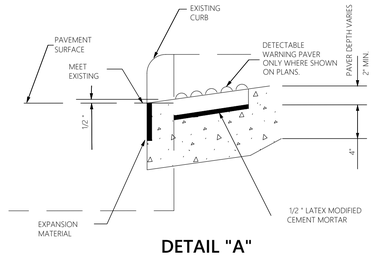

## SECTION A-A NORMAL DETAIL (GUTTER SHOWN)

NTS




## SECTION A-A MODIFICATION TO EXISTING WALK DETAIL

NTS




## DETAIL "A"

NTS

**Design specifications for detectable (truncated) warnings:**

The detectable warning is defined as "a standardized surface feature built in or applied to the walking surface or other elements to warn visually impaired people of hazards on a circulation path".

All detectable warnings shall be in compliance with the Americans with Disabilities Act of 1990 Accessibility Guidelines (ADAAG) as detailed in 28 CFR Part 36. Detectable warnings shall consist of raised truncated domes with a:

- Bottom diameter of 23 mm (0.9 in);
- Top diameter of 10 mm (0.4 in);
- Height of 5 mm (0.2 in);
- Center-to-center spacing of 60 mm (2.35 in);
- The color of the detectable warning should contrast visually with adjoining surfaces; either light on dark or dark on light. The material used to provide contrast should contrast by at least 70 percent.

Detectable warnings shall be laid out on a triangular grid or a square grid (parallel alignment). When installed on curb ramps, only the lower 610 mm (2 ft) of the entire curb ramp width shall be covered (excluding the flared sides) rather than the entire length of the ramp to maximize the detectability and to minimize the negative impact on people who rely on wheeled devices for mobility. The detectable warnings shall be installed such that the edge nearest the curb line is 152 mm to 200 mm (6 in to 8 in) behind the curb line.

## Typical ADA Ramp Detail

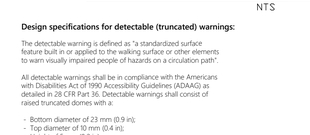
NOT to Scale

**GENERAL NOTES**

1. THE EXPANSION JOINT IS TO BE REPLACED WHERE THE NEW RAMP OR SIDEWALK JOINS EXISTING PAVEMENT STRUCTURE.
2. EXPANSION JOINT MATERIAL TO BE IN ACCORDANCE WITH ARTICLE 832.01 AND 832.02 OF ALABAMA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
3. THE SUBGRADE SHALL BE FREE OF ALL ROOTS AND OTHER UNDESIRABLE MATERIALS WITH THE ROOTS CUT BACK ONE (1) FOOT FROM FACE OF SIDEWALK.
4. RAMPS SHALL HAVE A NON-SKID SURFACE APPLIED BY BRUSHING TRANSVERSELY OR GROOVING.
5. WHERE SIDEWALKS ARE REQUIRED, THIS PLAN SHALL BE USED AT PEDESTRIAN CROSSWALKS FOR SAFE AND CONVENIENT MOVEMENT OF THE HANDICAPPED AND PERSONS USING WHEEL CHAIRS.
6. INSTALL DETECTABLE WARNINGS (TRUNCATED DOMES) FOR A DISTANCE OF 24" FROM THE BACK OF THE CURB FOR THE ENTIRE WIDTH OF THE RAMP OPENING SHOWN.
7. PAVERS SHALL MEET ASTM C 902 CLASS SX, TYPE I, OR C 936, OR C 1272 TYPE R.
8. PAVERS WILL BE LAID ON TOP OF A 4" CONCRETE BASE. SETTING BED AND JOINTS TO BE MORTARED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS, OR WITH A MAXIMUM 1/2 " THICK BED OF LATEX MODIFIED CEMENT MORTAR. MORTAR JOINTS TO A WIDTH OF 3/8 ". PAVERS SHALL NOT BE DIRECTLY TOUCHING EACH OTHER UNLESS THAY HAVE SPACING BARS.
9. MORTARED JOINTS ARE TO BE FLUSH WITH THE TOP SURFACE AND STRUCK SO AS TO GIVE A SMOOTH SURFACE. PAVERS SHALL BE LAID SUCH THAT JOINTS ARE LEVEL WITH ADJOINING JOINTS SO AS TO PROVIDE A SMOOTH TRANSITION FROM BRICK TO BRICK AND BRICK TO CONCRETE SURFACE.
10. THE SURFACE OF ANY TWO ADJACENT UNITS SHOULD NOT DIFFER BY MORE THAN 1/8 " IN HEIGHT. BRICKS SHALL BE PLACED IN A HERRINGBONE PATTERN WHERE FEASIBLE. IN ALL CASES, THE PATTERN OF THE DOMES IS TO BE MAINTAINED PER ADA REQUIREMENTS. FACE OF ALL BRICK SHALL BE CLEAN OF CEMENT AND PROTECTED SO AS TO AVOID CHIPPING DURING CONSTRUCTION.
11. EXPANSION JOINTS SHALL BE PROVIDED IN THE CURB RAMP AS EXTENSIONS OF WALK JOINTS FOR A NEW CONCRETE WALK. A 1/2 " EXPANSION JOINT FILLER SHALL BE PROVIDED AROUND THE EDGE OF RAMPS BUILT IN EXISTING CONCRETE WALKS. LINES SHOWN ON THIS DRAWING INDICATE THE RAMP EDGE AND SLOPE CHANGES AND ARE NOT NECESSARILY JOINT LINES.

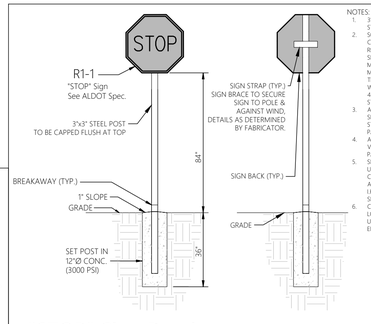
Acceptable manufacturers and products are:

1) Whitacre-Greer Fireproofing Company, 1400 S. Mahoning Ave, Alliance, OH, 44601, ADA Paver, 4" x 8" x 2-1/4", Red Sunset #36, OR APPROVED EQUAL.




## Gravel Construction Entrance

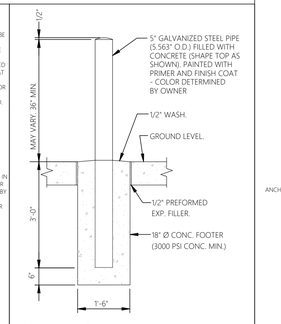
NOT to Scale




NOTES:
1. 3" SQUARE, 0.135" THICK WALLED STEEL TUBING.
2. SQUARE STRUCTURE TOPS SHALL BE CAPPED FLUSH FOR WEATHER RESISTANCE, WHERE STREET NAME SIGNS ARE NOT MOUNTED. MATCHING CAPS SHALL BE UTILIZED MOUNTING STREET NAME SIGNS AT THE TOP OF THE STRUCTURE, WHERE REQUIRED & 90 DEGREES OR 45 DEGREES CROSS PIECES FOR 2 STREET NAME SIGNS, AS REQUIRED.
3. ALL EXPOSED STEEL TUBING SPECIFIED IN THIS MOUNTING STRUCTURE SECTION SHALL BE PAINTED.
4. ALL FASTENERS SHALL BE STEEL, VANDAL RESISTANT IN DESIGN & PAINTED.
5. SIGN POST SHALL HAVE A UNI-DIRECTIONAL SLIP BASE CONNECTION, TYPE 4, AS SHOWN IN ALDOT SPECIAL DRAWING NUMBER I-H S.-770-4 OR APPROVED EQUAL BY SIGN FABRICATOR.
6. CONTRACTOR IS RESPONSIBLE FOR LOCATION ALL UNDERGROUND UTILITIES PRIOR TO STRUCTURE ERECTION.

## "STOP" Sign Detail

NOT to Scale




## Steel Bollard

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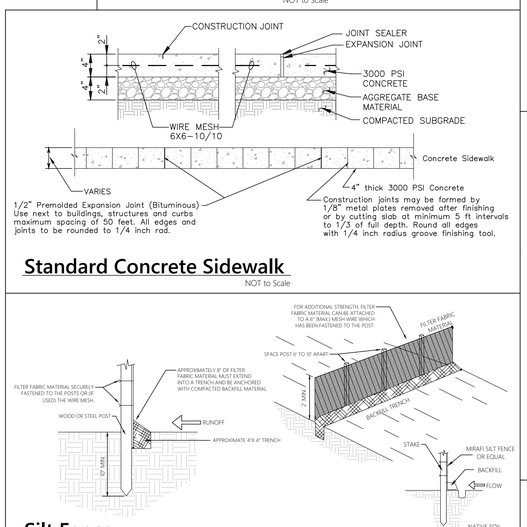


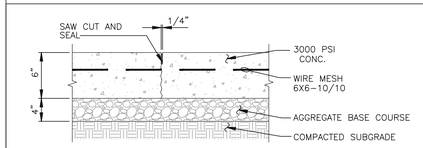

## Standard Concrete Sidewalk

NOT to Scale



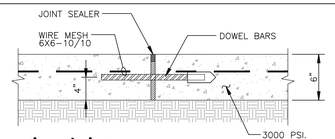

## Silt Fence

NOT to Scale



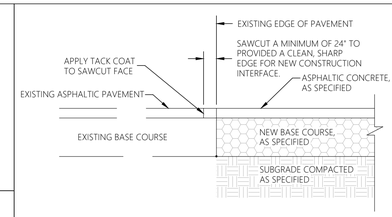

## Contraction Joint

NOT to Scale



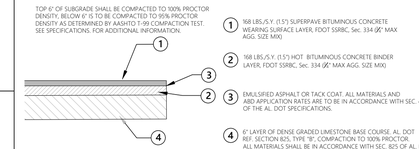

## Expansion Joint

NOT to Scale




## New/Existing Pavement Interface

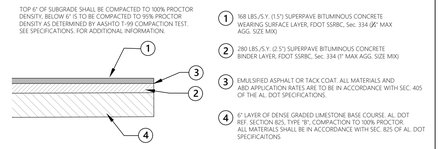
NOT to Scale




1. 168 LBS./S.Y. (1.5") SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, FDOT SSRBC, Sec. 334 (#" MAX AGG. SIZE MIX)
2. 168 LBS./S.Y. (1.5") HOT BITUMINOUS CONCRETE BINDER LAYER, FDOT SSRBC, Sec. 334 (#" MAX AGG. SIZE MIX)
3. EMULSIFIED ASPHALT OR TACK COAT. ALL MATERIALS AND ABD APPLICATION RATES ARE TO BE IN ACCORDANCE WITH SEC. 405 OF THE AL. DOT SPECIFICATIONS.
4. 6" LAYER OF DENSE GRADED LIMESTONE BASE COURSE. AL. DOT REF. SECTION 825, TYPE "B", COMPACTION TO 100% PROCTOR. ALL MATERIALS SHALL BE IN ACCORDANCE WITH SEC. 825 OF AL. DOT SPECIFICATIONS

## Asphalt Paving Section

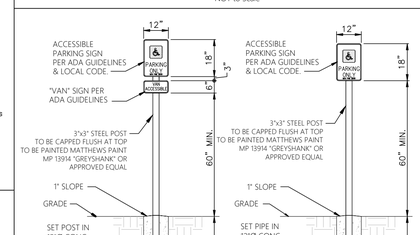
NOT to Scale




1. 168 LBS./S.Y. (1.5") SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, FDOT SSRBC, Sec. 334 (#" MAX AGG. SIZE MIX)
2. 280 LBS./S.Y. (2.5") SUPERPAVE BITUMINOUS CONCRETE BINDER LAYER, FDOT SSRBC, Sec. 334 (1" MAX AGG. SIZE MIX)
3. EMULSIFIED ASPHALT OR TACK COAT. ALL MATERIALS AND ABD APPLICATION RATES ARE TO BE IN ACCORDANCE WITH SEC. 405 OF THE AL. DOT SPECIFICATIONS.
4. 6" LAYER OF DENSE GRADED LIMESTONE BASE COURSE. AL. DOT REF. SECTION 825, TYPE "B", COMPACTION TO 100% PROCTOR. ALL MATERIALS SHALL BE IN ACCORDANCE WITH SEC. 825 OF AL. DOT SPECIFICATIONS

## Heavy Duty Asphalt Paving Section

NOT to Scale




## Accessible Parking Signs

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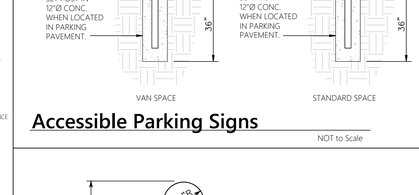
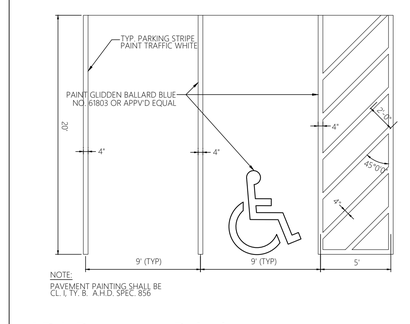



Symbol to be painted on all handicap parking spaces.

## Painted ADA Symbol

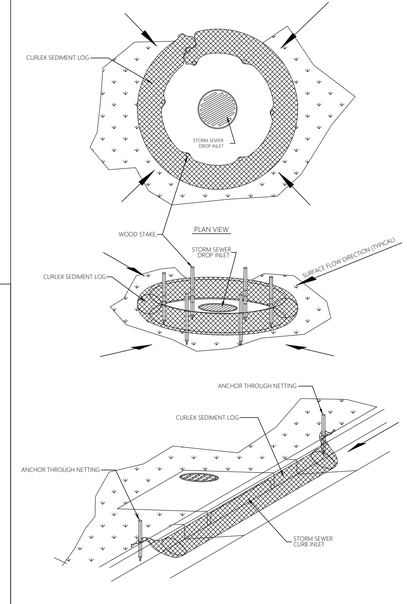
NOT to Scale




NOTE:
PAVEMENT PAINTING SHALL BE CL. I, TY. B. A.H.D. SPEC. 856

## ADA Pavement Painting

NOT to Scale




## Inlet Sediment Protection Log

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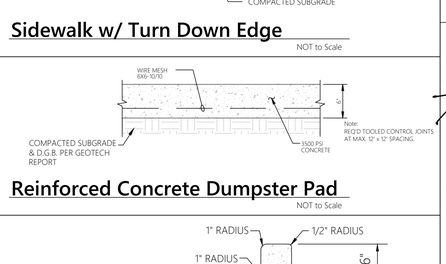


## Sidewalk w/ Turn Down Edge

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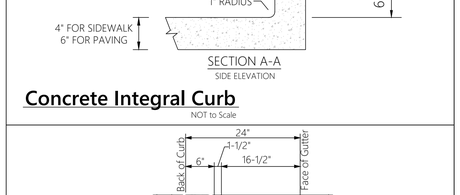
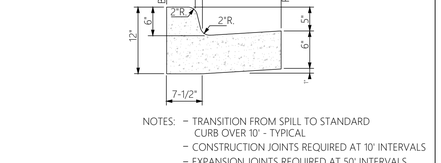



## Reinforced Concrete Dumpster Pad

NOT to Scale




## Concrete Integral Curb

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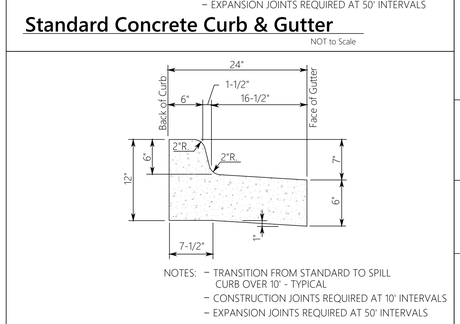


NOTES:
- TRANSITION FROM SPILL TO STANDARD CURB OVER 10' - TYPICAL
- CONSTRUCTION JOINTS REQUIRED AT 10' INTERVALS
- EXPANSION JOINTS REQUIRED AT 50' INTERVALS

## Standard Concrete Curb & Gutter

NOT to Scale




NOTES:
- TRANSITION FROM STANDARD TO SPILL CURB OVER 10' - TYPICAL
- CONSTRUCTION JOINTS REQUIRED AT 10' INTERVALS
- EXPANSION JOINTS REQUIRED AT 50' INTERVALS

## Concrete Spill Curb & Gutter

NOT to Scale

## GENERAL NOTES

| | |
|---|---|
| CONCRETE | ALL CONCRETE SHALL BE 3,000 PSI. @ 28 DAY COMPRESSIVE STRENGTH, U.N.O. |
| REINFORCING | ALL REINFORCING STEEL SHALL BE INTERMEDIATE GRADE DEFORMED BARS AND SHALL CONFORM TO THE REQUIREMENTS OF THE " STANDARD SPECIFICATIONS FOR BILLET STEEL CONCRETE REINFORCEMENT BARS" , ASTM A-15, AND DEFORMATIONS SHALL CONFORM TO ASTM A-305. |
| PIPE CONNECTIONS | PIPE MAY CONNECT WITH INLETS FROM ANY DIRECTION, AND AS MANY CONNECTIONS SHALL BE MADE AS ARE NECESSARY. TO ACCOMMODATE LARGE DIAMETER PIPE, OR TO FIT OTHER CONDITIONS, IT MAY BE NECESSARY TO INCREASE ONE OR BOTH PLAN DIMENSIONS OF THE INLET BOX AND COVER SLAB. ALL PIPE CONNECTIONS TO BE WATER TIGHT. |
| WEEP HOLES | 2" MINIMUM DIAMETER WEEP HOLES SHALL BE CONSTRUCTED IN PAVED AREA INLETS TO FACILITATE SUBGRADE DRAINAGE. |
| MANHOLE STEPS | MANHOLE STEPS ARE REQUIRED WHEN DIMENSION FROM BOTTOM SLAB FLOW LINE TO TOP SLAB IS GREATER THAN 4'-0". |

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TODD M WHEELER LICENSE No 92378 STATE OF ALABAMA REGISTERED PROFESSIONAL ENGINEER 9/8/2025

TODD M WHEELER, P.E.
FL. PE No. 92378 COA#32689

PDO SET - FOR APPROVAL

**MARY ESTHER MARKETPLACE & RESIDENCES**

**BIG BOX RETAIL**

City of Mary Esther, FL

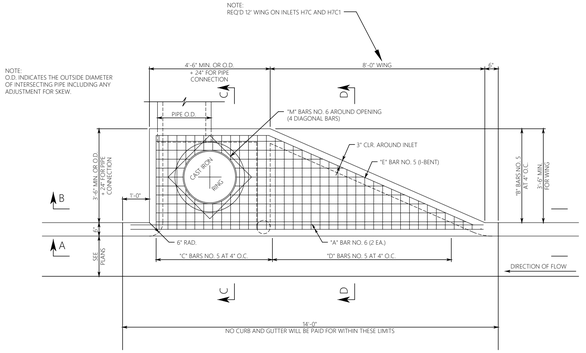
PREPARED FOR: Radiant Partners

Civil Details

Job No. 23-170-1P
Date: 9/8/2025
Drawn By: RHP
Checked By: TMW

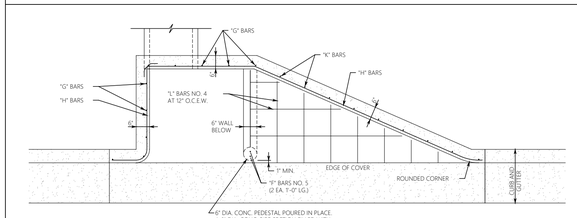
SHEET NUMBER

**C13**




## Single Wing Inlet

NOT to Scale




## Single Wing Inlet Section

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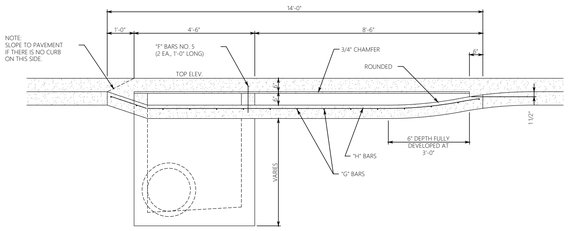
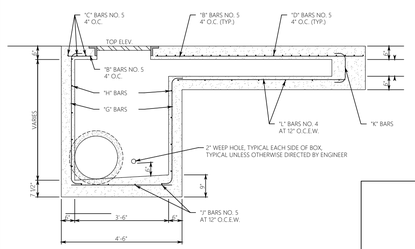



## SWI Section "A-A"

NOT to Scale




## SWI Section "B-B"

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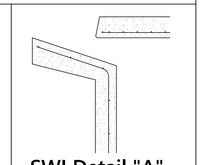
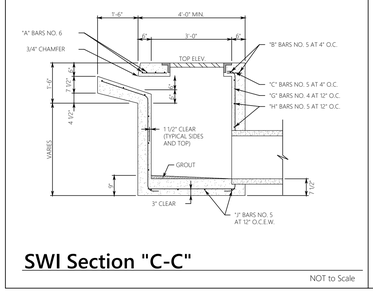


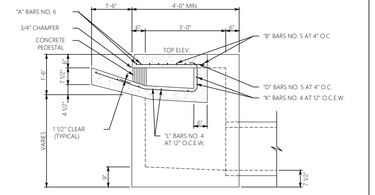
## SWI Detail "A"

NOT to Scale




## SWI Section "C-C"

NOT to Scale

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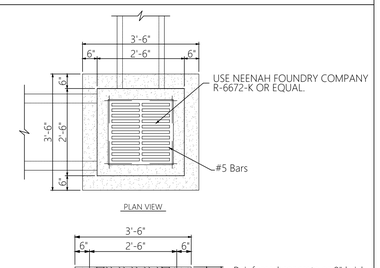
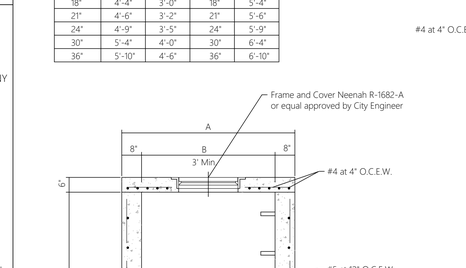


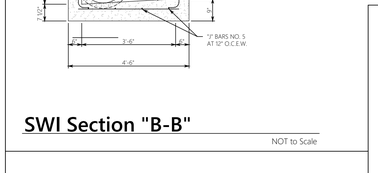

## Inlet Box for 15" to 24" Pipes

NOT to Scale



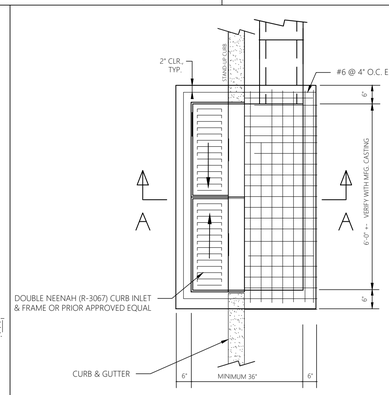

## Junction Box Detail

NOT to Scale



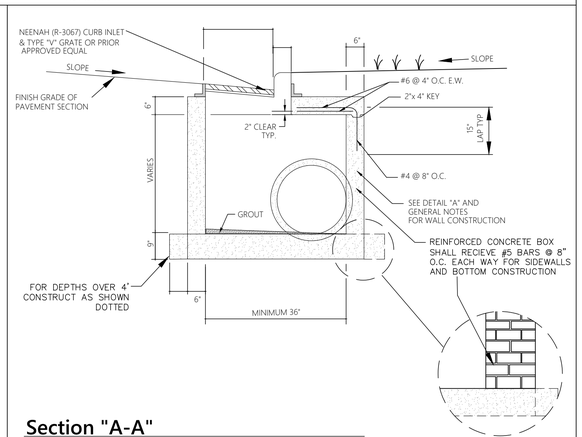

## Concrete Sloped Paved Headwall

NOT to Scale




## Plan View - Double Curb Inlet

NOT to Scale



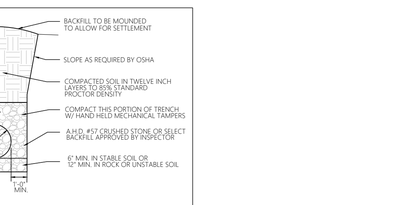

## Section "A-A"

NOT to Scale

### NOTES

1. Dimension "A" is determined by the largest diameter pipe entering the Open Throat Inlet.
2. Steps are required on all inlets when dimension from bottom slab flow line to top of top slab is greater than 4'-0".
3. All concrete shall be class "A" and shall develope a minimum compressive strength of 3500 PSI in 28 days.
4. Reinforcing shall be intermediate grade deformed bars and shall conform to the requirements of the Standard Specifications for billet steel concrete reinforcement bars,ASTM A-15 and deformations conforming to ASTM A-305.
5. When brick construction is used, walls will be 8" brick when "H" is less than 5'-0". Use 12" brick when "H" is more than 5'-0". Float with 1/2" mortar on both sides.

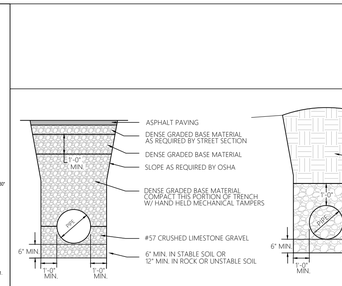
| INLET DIMENSIONS | | | | |
|---|---|---|---|---|
| Pipe Size | A | B | D | W |
| 12" | 4'-4" | 3'-0" | 12" | 5'-4" |
| 15" | 4'-4" | 3'-0" | 15" | 5'-4" |
| 18" | 4'-4" | 3'-0" | 18" | 5'-4" |
| 21" | 4'-6" | 3'-2" | 21" | 5'-6" |
| 24" | 4'-9" | 3'-5" | 24" | 5'-9" |
| 30" | 5'-4" | 4'-0" | 30" | 6'-4" |
| 36" | 5'-10" | 4'-6" | 36" | 6'-10" |




TRAFFIC AREAS NON-TRAFFIC AREAS

## Pipe Bedding & Backfill

NOT to Scale

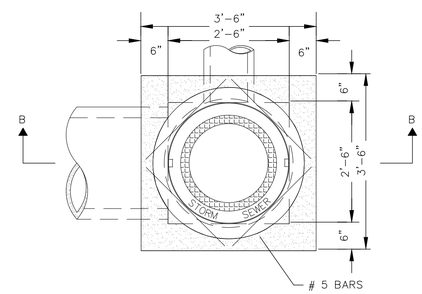



## Inlet Box for 15" to 24" Pipes

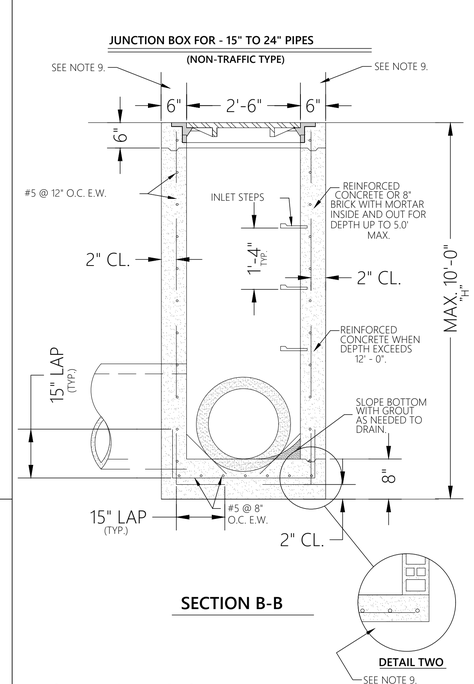
NOT to Scale

## GENERAL NOTES

| | |
|---|---|
| CONCRETE | ALL CONCRETE SHALL BE 3,000 PSI. @ 28 DAY COMPRESSIVE STRENGTH, U.N.O. |
| REINFORCING | ALL REINFORCING STEEL SHALL BE INTERMEDIATE GRADE DEFORMED BARS AND SHALL CONFORM TO THE REQUIREMENTS OF THE " STANDARD SPECIFICATIONS FOR BILLET STEEL CONCRETE REINFORCEMENT BARS" , ASTM A-15, AND DEFORMATIONS SHALL CONFORM TO ASTM A-305. |
| PIPE CONNECTIONS | PIPE MAY CONNECT WITH INLETS FROM ANY DIRECTION, AND AS MANY CONNECTIONS SHALL BE MADE AS ARE NECESSARY. TO ACCOMMODATE LARGE DIAMETER PIPE, OR TO FIT OTHER CONDITIONS, IT MAY BE NECESSARY TO INCREASE ONE OR BOTH PLAN DIMENSIONS OF THE INLET BOX AND COVER SLAB. ALL PIPE CONNECTIONS TO BE WATER TIGHT. |
| WEEP HOLES | 2" MINIMUM DIAMETER WEEP HOLES SHALL BE CONSTRUCTED IN PAVED AREA INLETS TO FACILITATE SUBGRADE DRAINAGE. |
| MANHOLE STEPS | MANHOLE STEPS ARE REQUIRED WHEN DIMENSION FROM BOTTOM SLAB FLOW LINE TO TOP SLAB IS GREATER THAN 4'-0". |




## PLAN




## SECTION B-B

*See M.U. Standard Details

### NON-TRAFFIC TYPE NOTES:

1. MINIMUM SIZE OF JUNCTION BOX IS 2'-6" X 2'-6".
2. MAXIMUM SIZE OF JUNCTION BOX IS 7'-0" (W2) x 13'-6" (W1) FOR 42" TO 60" PIPES.
3. MINIMUM SIZE OF AN JUNCTION BOX IS 5'-0" (W2) x 9'-6" (W1) FOR 15" TO 36" PIPES.
4. MAXIMUM HEIGHT OF JUNCTION BOX IS AS SHOWN.
5. JUNCTION BOXES GREATER THAN 7'-6" x 13'-6" x 12'-0" SHALL BE A SPECIAL DESIGNED JUNCTION BOX.
6. ALL CONCRETE SHALL BE CLASS "A" AND SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI IN 28 DAYS.
7. REINFORCING SHALL BE INTERMEDIATE GRADE DEFORMED BARS AND SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR BILLET STEEL CONCRETE REINFORCEMENT BARS, ASTM A-15 AND DEFORMATIONS CONFORMING TO ASTM A-305.
8. STEPS ARE REQUIRED ON ALL JUNCTION BOXES WHEN DIMENSION FROM BOTTOM SLAB FLOW LINE TO TOP OF TOP SLAB IS GREATER THAN 4'-0".
9. BRICK CONSTRUCTION, WALL THICKNESS WILL BE 8" BRICK WHEN "H" IS LESS THAN 5'-0" AND 12" BRICK WHEN "H" IS MORE THAN 5'-0", 1/2" MORTAR ON BOTH SIDES.

REVISIONS

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CIVIL ENGINEERING, DEVELOPMENT DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE
2101 West Clinton Avenue, Suite 503, Huntsville, AL 35805
(256) 690-5312

TODD M WHEELER LICENSE No 92378 STATE OF FLORIDA PROFESSIONAL ENGINEER 9/8/2025

TODD M WHEELER, P.E.
FL. PE No. 92378 COA#32689

PDO SET - FOR APPROVAL

# MARY ESTHER MARKETPLACE & RESIDENCES

# BIG BOX RETAIL

City of Mary Esther, FL

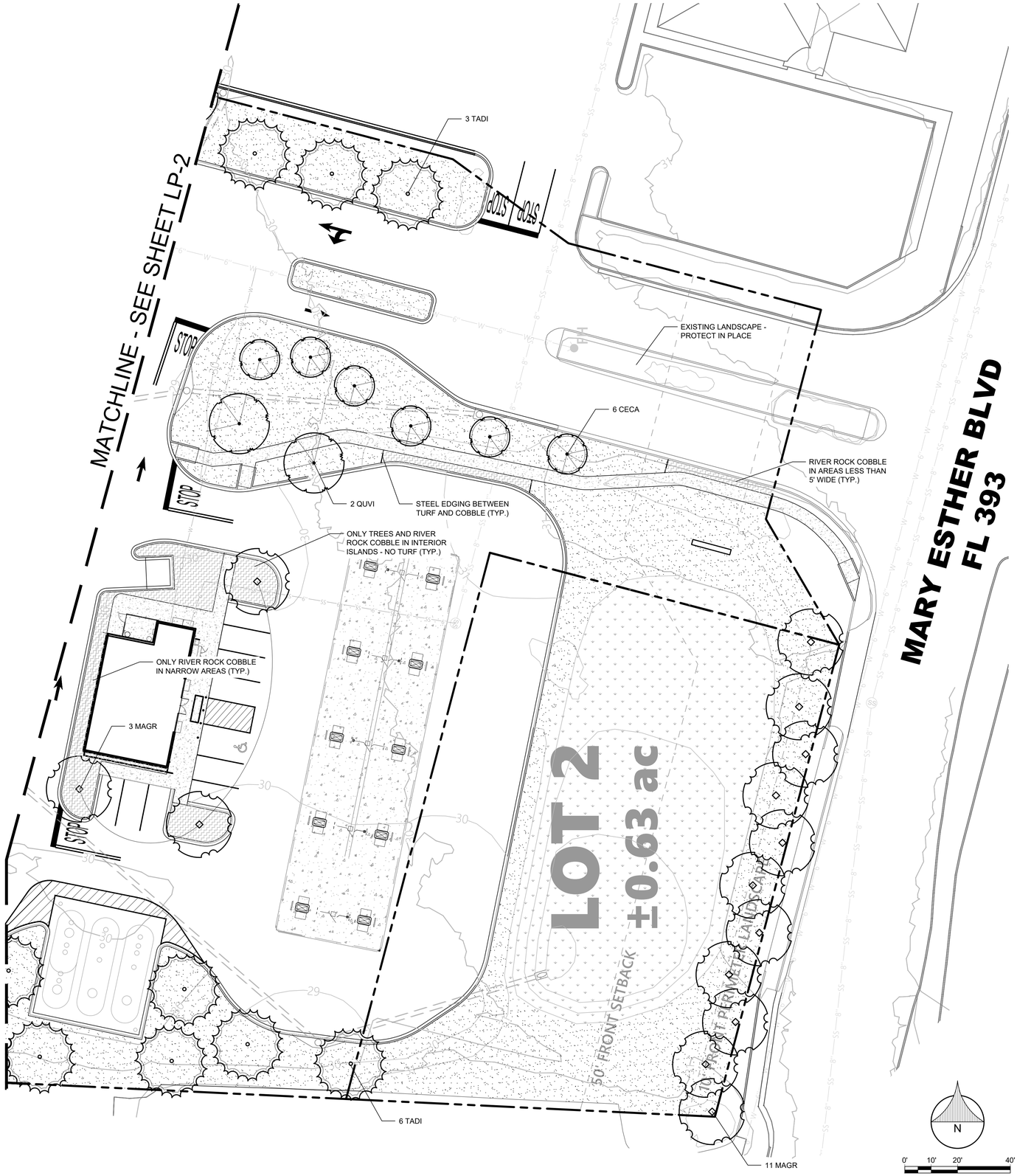
PREPARED FOR: Radiant Partners

Civil Details

Job No. 23-170-1P
Date: 9/8/2025
Drawn By: RHP
Checked By: TMW

SHEET NUMBER

**C14**




## PLANT LEGEND

| SYMBOL | BOTANIC NAME | COMMON NAME | MIN. SIZE | SPACING | QUANTITY | REMARKS |
|---|---|---|---|---|---|---|
| TREES | | | | | | |
| ACRU | Acer rubrum 'Florida Flame' | Florida Flame Red Maple | 2" cal., 8' h. min. | Per plan | 26 | |
| CECA | Cercis canadensis | Eastern Redbud | 2" cal., 8' h. min. | Per plan | 19 | |
| MAGR | Magnolia grandiflora | Southern Magnolia | 2" cal., 8' h. min. | Per plan | 18 | |
| QUVI | Quercus virginiana | Live Oak | 2" cal., 8' h. min. | Per plan | 20 | |
| TADI | Taxodium distichum | Bald Cypress | 2" cal., 8' h. min. | Per plan | 29 | |

NOTE: ALL TREES SHALL BE CONTAINER-GROWN, CONTAINER SIZE AS APPROPRIATE FOR THE CALIPER SPECIFIED. SEE SPECIFICATIONS FOR PROPER ROOT QUALITY.

| TURF AND SEED | | | | | | |
|---|---|---|---|---|---|---|
| | Cynodon dactylon | Common Bermuda Grass | Sod | - - - | ~89,200 sf | |
| | Cynodon dactylon | Common Bermuda Grass | Hydroseed | - - - | ~52,200 sf | |

## LANDSCAPE CALCULATIONS

**LOT 1**
TOTAL SITE AREA: 454,435 SF (10.43 ACRES)
LANDSCAPE AREA REQUIRED: 90,887 SF (20% OF SITE AREA)
LANDSCAPE AREA PROVIDED: 96,723 SF (21.3% OF SITE AREA)
TREES REQUIRED: 101 TREES (1 TREE PER 0.1 ACRE)
TREES PROVIDED: 101 TREES

**LOT 2**
TOTAL SITE AREA: 27,312 SF (0.63 ACRES)
LANDSCAPE AREA REQUIRED: 5,462 SF (20% OF SITE AREA)
LANDSCAPE AREA PROVIDED: 8,506 SF (31.1% OF SITE AREA)
TREES REQUIRED: 6 TREES (1 TREE PER 0.1 ACRE)
TREES PROVIDED: 11 TREES

**FRONT PERIMETER (LOT 2 ONLY)**
FRONTAGE LENGTH: 322 LF
TREES REQUIRED: 11 TREES (1 TREE PER 30 LF)
TREES PROVIDED: 11 TREES

**BUFFER ZONE**
NOT REQUIRED

## ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

## MULCH AND GRAVEL

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 4" THICK LAYER OF RIVER COBBLE, 2"-4" DIA., OVER LANDSCAPE FABRIC (ANY APPROVED), IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS. CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

## GENERAL GRADING AND PLANTING NOTES

1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
3. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
   a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
   b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
   c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (**BASED ON A SOIL TEST**, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
   d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
4. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
   a. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
   **b. NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT.** IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
   c. THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
5. THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
6. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

SOURCE DATA FOR SITE PLAN PROVIDED BY MULLINS, LLC

25042 - BIG BOX RETAIL

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# SANTA ROSA MALL
# BIG BOX RETAIL

CITY OF MARY ESTHER, FL

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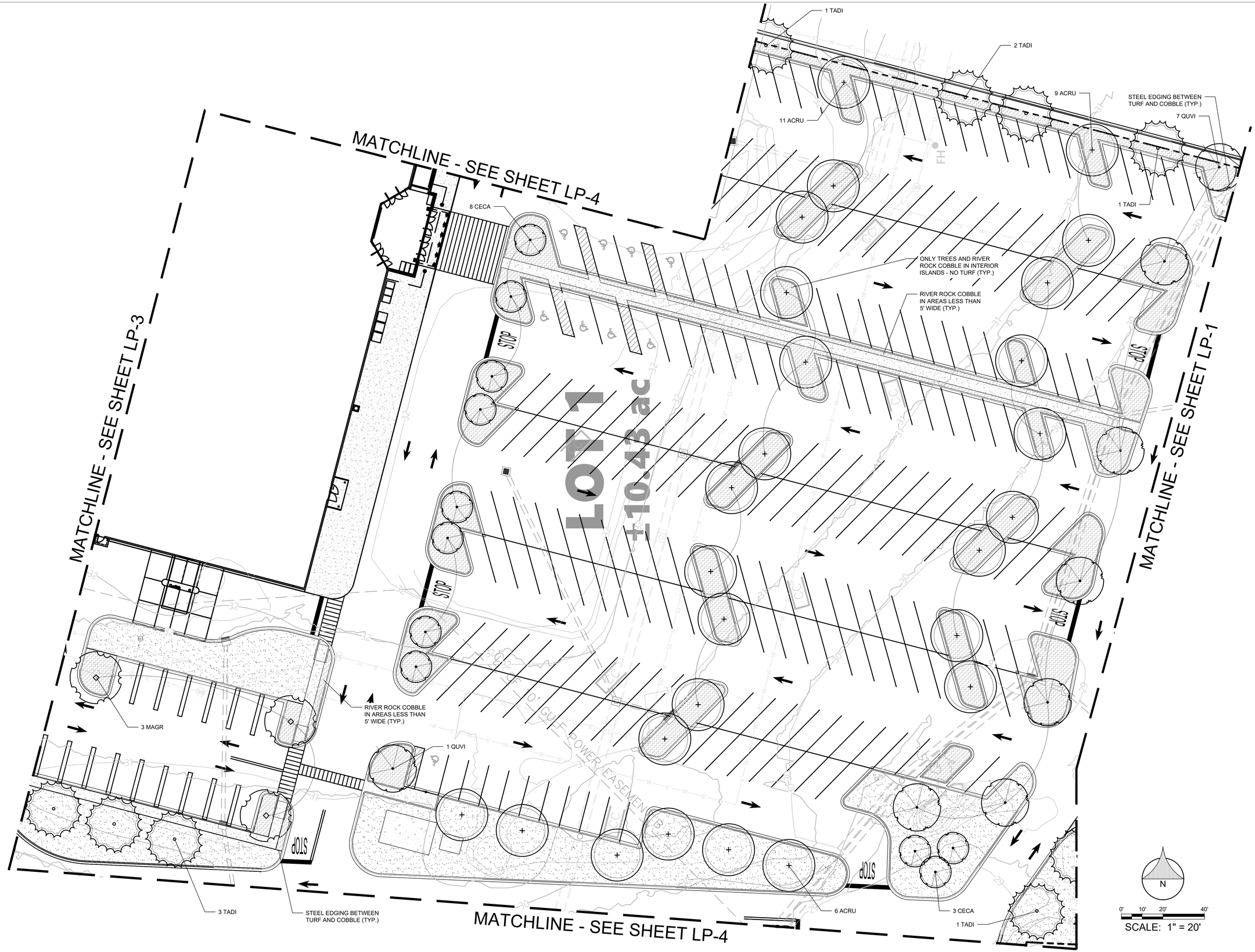
ALAN D. HOLT LANDSCAPE ARCHITECT #000512 STATE OF FLORIDA SEPT. 8, 2025

PLANTING PLAN
SHEET NUMBER

LP-1

ONE OF FIVE


MATCHLINE - SEE SHEET LP-3
MATCHLINE - SEE SHEET LP-4
MATCHLINE - SEE SHEET LP-1
MATCHLINE - SEE SHEET LP-4
LOT 1
10.43 ac
+10,000 SF
1 TADI
2 TADI
9 ACRU
STEEL EDGING BETWEEN TURF AND COBBLE (TYP.)
7 QUVI
11 ACRU
8 CECA
1 TADI
ONLY TREES AND RIVER ROCK COBBLE IN INTERIOR ISLANDS - NO TURF (TYP.)
RIVER ROCK COBBLE IN AREAS LESS THAN 5' WIDE (TYP.)
STOP
FH
FCT
FCT
FCT

SOURCE DATA FOR SITE PLAN PROVIDED BY MULLINS, LLC

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# SANTA ROSA MALL
# BIG BOX RETAIL

CITY OF MARY ESTHER, FL

| DATE | ISSUE/REVISION |
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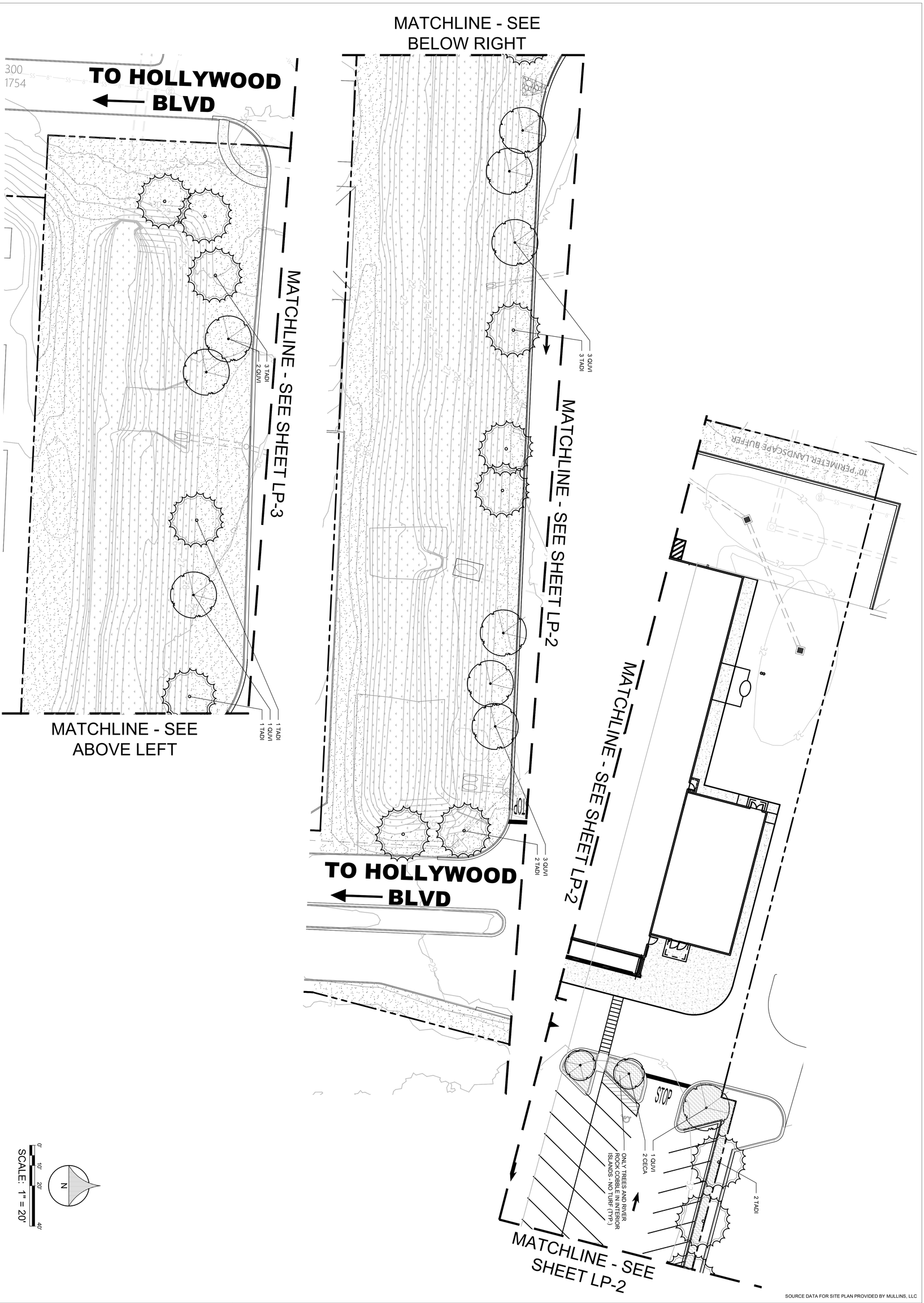
ALAN D. HOLT LANDSCAPE ARCHITECT 0000926 FLORIDA SEPT. 8, 2025

PLANTING PLAN
SHEET NUMBER

LP-3

THREE OF FIVE




SOURCE DATA FOR SITE PLAN PROVIDED BY MULLINS, LLC

LP-4

PLANTING PLAN SHEET NUMBER

FOUR OF FIVE

ALAN D. HOLT LANDSCAPE ARCHITECT AL #512 FLORIDA

SEPT. 8, 2025

DATE

ISSUE/REVISION

# SANTA ROSA MALL BIG BOX RETAIL

CITY OF MARY ESTHER, FL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25042 - BIG BOX RETAIL

# PLANTING SPECIFICATIONS

GENERAL

A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
   1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
   2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
   3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID CONTRACTOR'S LICENSE ISSUED BY THE APPROPRIATE LOCAL JURISDICTION.

B. SCOPE OF WORK
   1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
   2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
   3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.
B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
   1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMACTIC CONDITIONS.
   2. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
   3. TREES MAY BE PLANTED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B), UNLESS SPECIFIED ON THE PLANTING LEGEND. BARE-ROOT TREES ARE NOT ACCEPTABLE.
   4. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTBLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
   5. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
   6. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
   7. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL. WHERE CALIPER MEASUREMENTS ARE USED, THE CALIPER SHALL BE CALCULATED AS ONE-HALF OF THE SUM OF THE CALIPER OF THE THREE LARGEST TRUNKS.
   8. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
C. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
D. SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.
E. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN ½ INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
F. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT, 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIEMENSIM; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
G. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).
H. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
I. TREE STAKING AND GUYING
   1. STAKES: 6' LONG GREEN METAL T-POSTS.
   2. GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
   3. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
J. STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.
K. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

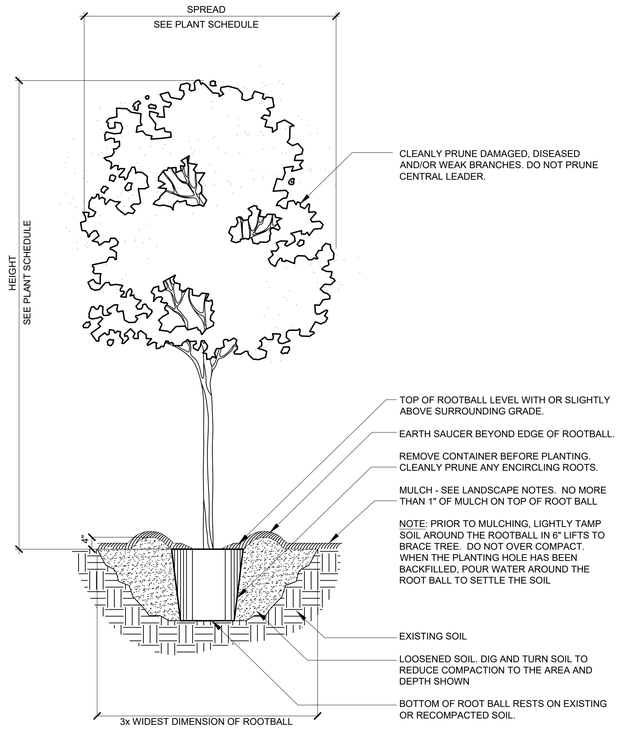
METHODS

A. SOIL PREPARATION
   1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
   2. SOIL TESTING:
      a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL, TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.
      b. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT.
      c. THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
      d. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
   3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
   4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
      a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
      i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
      ii. PREPLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.
      iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
      b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
      i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
      ii. 12-12-12 FERTILIZER (OR SIMILAR, ORGANIC, SLOW RELEASE) - 10 LBS. PER CU. YD.
      iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
      iv. IRON SULPHATE - 2 LBS. PER CU. YD.
   5. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
      a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
      b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
      c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (**BASED ON A SOIL TEST**, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
      d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
      e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
      f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
   6. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

B. SUBMITTALS
   1. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT, AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.
   2. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE, PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREE/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).
   3. SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).
   4. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.
C. GENERAL PLANTING
   1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
   2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
   3. TRENCHING NEAR EXISTING TREES:
      a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
      b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
      c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
      d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.
D. TREE PLANTING
   1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
   2. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
   3. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
   4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
   5. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
   6. TREES SHALL NOT BE STAKED UNLESS LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR SLOPES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED, THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:

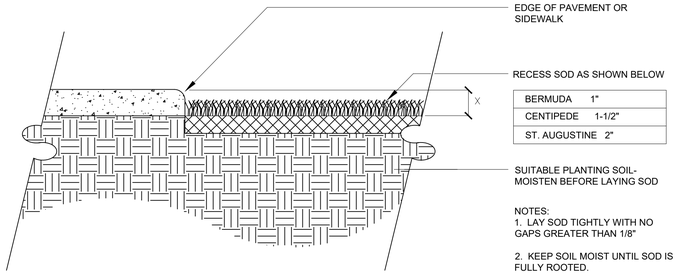
| | | |
|---|---|---|
| a. | 1"-2" TREES | TWO STAKES PER TREE |
| b. | 2-1/2"-4" TREES | THREE STAKES PER TREE |
| c. | TREES OVER 4" CALIPER | GUY AS NEEDED |
| d. | MULTI-TRUNK TREES | THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE |

   7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH MULCH (TYPE AND DEPTH PER PLANS).
E. SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING
   1. DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
   2. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.
F. SODDING
   1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
   2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
   3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
   4. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
   5. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.
G. HYDROMULCHING
   1. TURF HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
      a. WINTER MIX (OCTOBER 1 - MARCH 31)
         50# CELLULOSE FIBER MULCH
         2# UNHULLED BERMUDA SEED
         2# ANNUAL RYE SEED
         15# 15-15-15 WATER SOLUBLE FERTILIZER
      b. SUMMER MIX (APRIL 1 - SEPTEMBER 30)
         50# CELLULOSE FIBER MULCH
         2# HULLED BERMUDA SEED
         15# 15-15-15 WATER SOLUBLE FERTILIZER
   2. SEED HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
      a. GENERAL
         50# CELLULOSE FIBER MULCH
         15# 15-15-15 WATER SOLUBLE FERTILIZER
         SEED RATE PER LEGEND
H. MULCH
   1. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND TREE RINGS.
   2. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE AND WITHIN 24" OF HABITABLE STRUCTURES, EXCEPT AS MAY BE NOTED ON THESE PLANS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
I. CLEAN UP
   1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
   2. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
J. INSPECTION AND ACCEPTANCE
   1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
   2. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
   3. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.
K. LANDSCAPE MAINTENANCE
   1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES,REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
   2. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF PLANTS AT NO ADDITIONAL COST TO THE OWNER.
   3. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
      a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
      b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
      c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.
L. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
   1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDED/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
   2. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.
M. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.




NOTES:
1. REMOVE ALL STRING &/OR WIRE WRAPPED AROUND TRUNK.
2. REMOVE ALL STRAPS, ROPES, WIRE &/OR STRINGS USED TO LIFT THE ROOTBALL.
3. REMOVE ALL BURLAP &/OR WIRE FROM THE TOP OF THE ROOT BALL.
4. TOP OF FIRST FEEDER ROOT TO BE SET SLIGHTLY ABOVE SURROUNDING FINISH GRADE.

1 LP5 **TREE PLANTING**
SCALE: NOT TO SCALE




| | |
|---|---|
| BERMUDA | 1" |
| CENTIPEDE | 1-1/2" |
| ST. AUGUSTINE | 2" |

NOTES:
1. LAY SOD TIGHTLY WITH NO GAPS GREATER THAN 1/8"
2. KEEP SOIL MOIST UNTIL SOD IS FULLY ROOTED.
3. DO NOT INSTALL SOD UNTIL IRRIGATION SYSTEM IS FUNCTIONAL.

2 LP5 **SOD DETAIL AT PAVING**
SCALE: NOT TO SCALE

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25042 - BIG BOX RETAIL

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# SANTA ROSA MALL
# BIG BOX RETAIL

CITY OF MARY ESTHER, FL

| DATE | ISSUE/REVISION |
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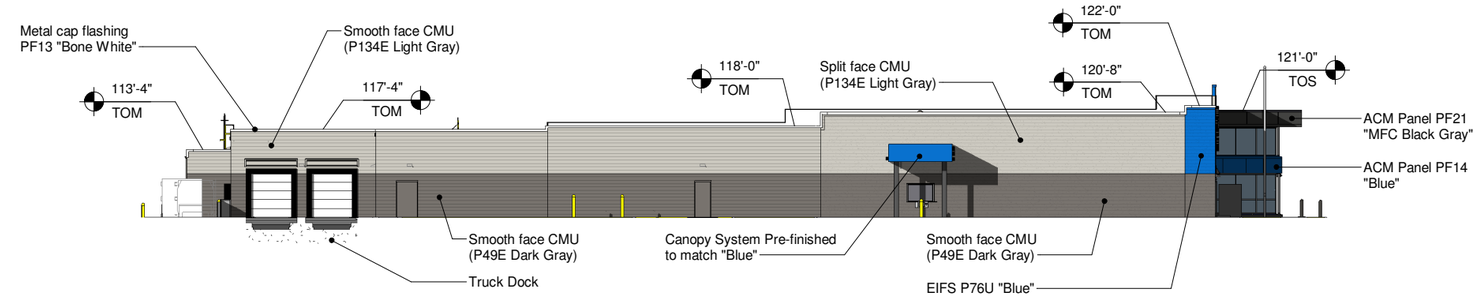
FLORIDA SEPT. 8, 2025

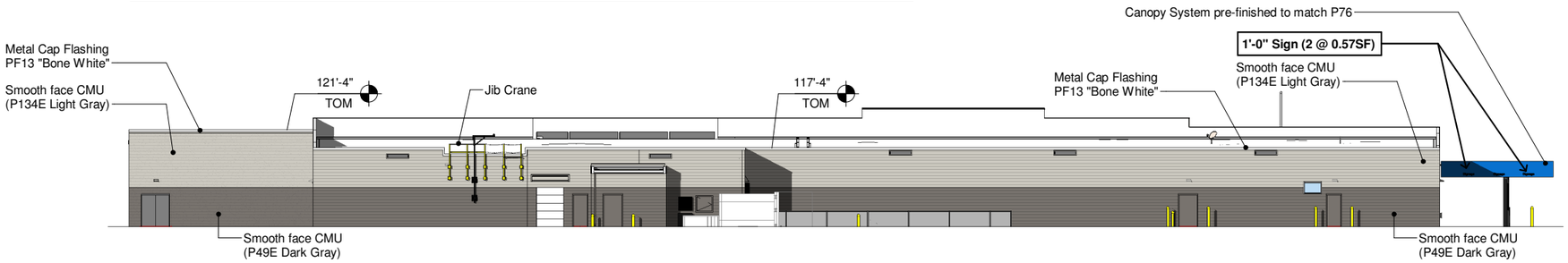
PLANTING PLAN SHEET NUMBER

LP-5

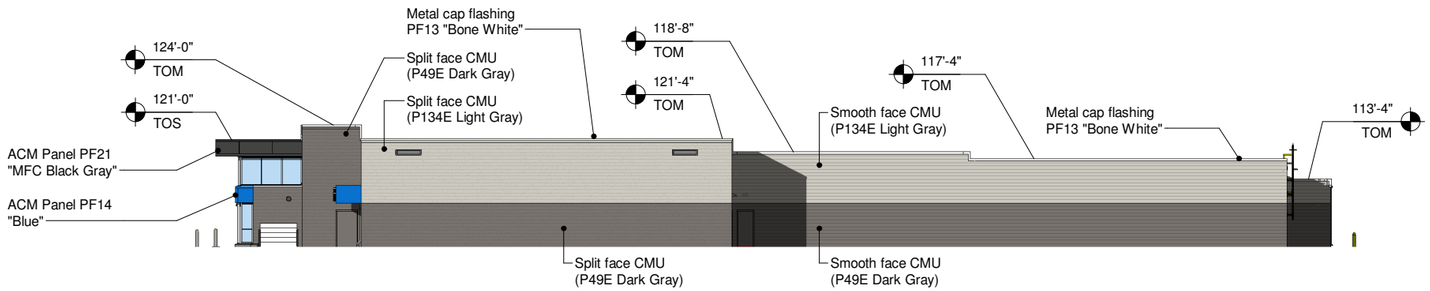
FIVE OF FIVE



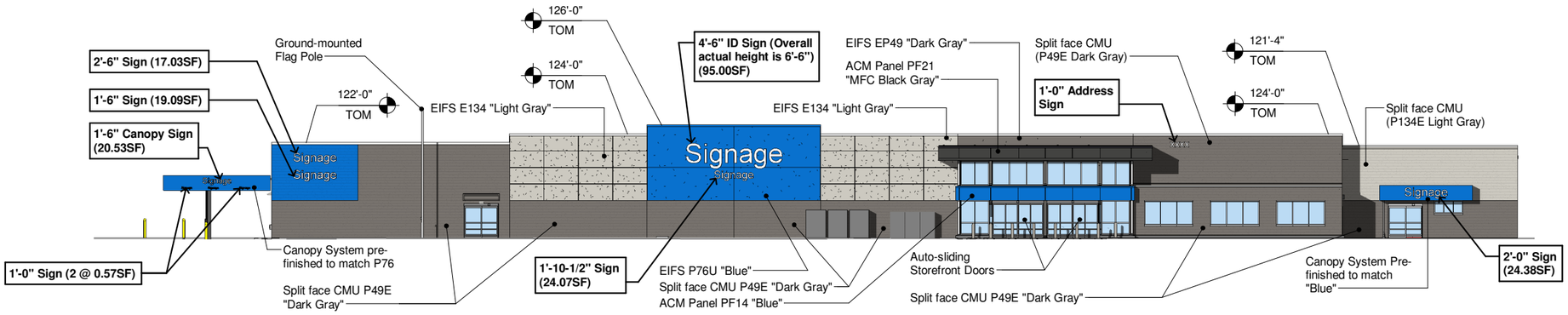

## SIDE ELEVATION (SOUTH)




## REAR ELEVATION (WEST)




## SIDE ELEVATION (NORTH)




## FRONT ELEVATION (EAST)

© 2024 MARTIN ARCHITECTURAL GROUP

RADIANT Partners, LLC

# Santa Rosa Mall - Preliminary Design Elevations

Mary Esther, FL

December 9th, 2024

MARTIN ARCHITECTURAL
ARCHITECTS & LAND PLANNERS

brr

Walmart

FUEL STATION

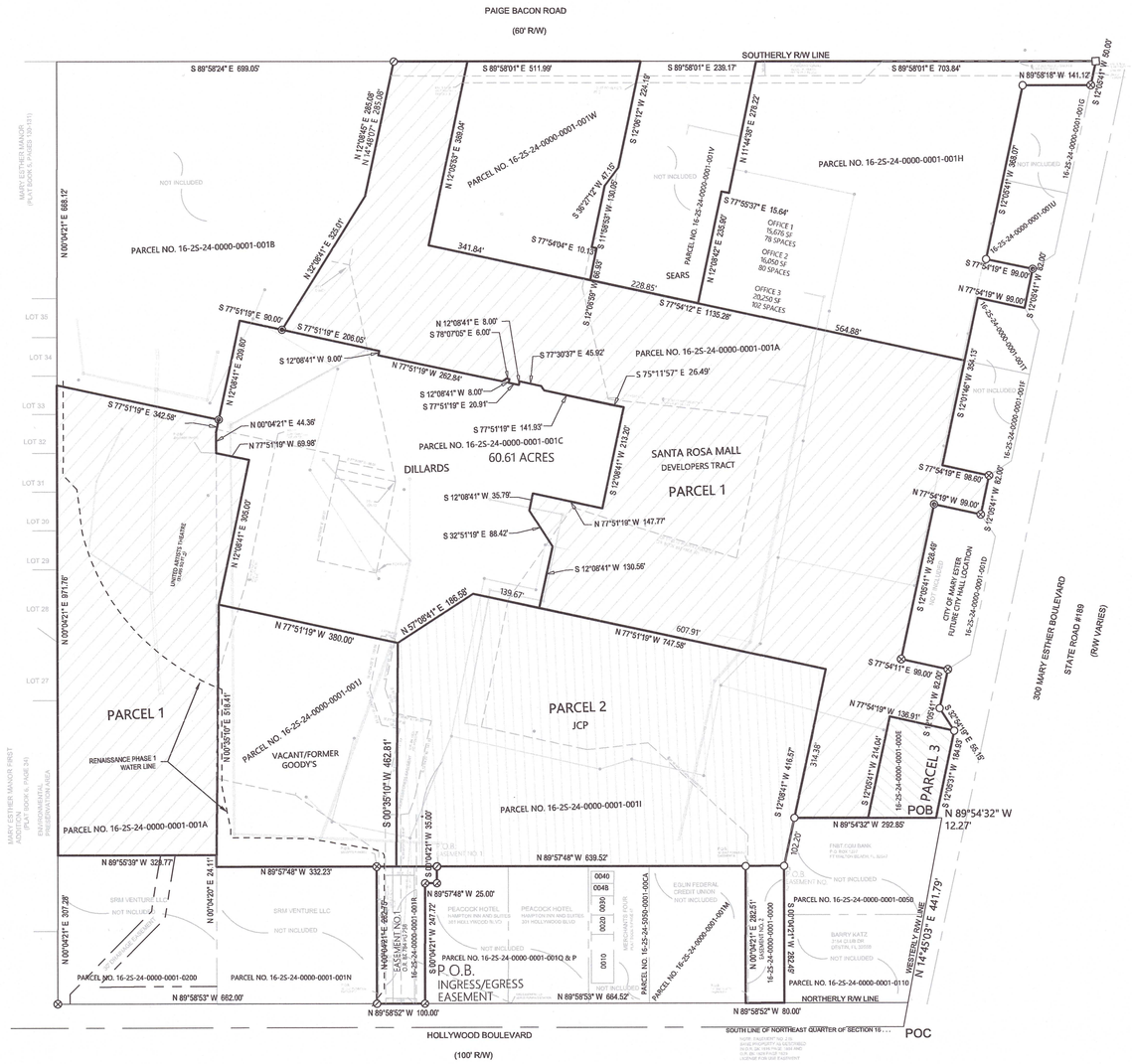
BD16

| | | | | | | |
|---|---|---|---|---|---|---|
| brr | 10/23/24 | Walmart | # 90145-000 | ST. AUGUSTINE, FL | FUEL CANOPY | BD17 |

SCALE – 1’ = 150’

LEGEND

- ○ - 1/2" ROD FOUND
- ◎ - NAIL AND DISK FOUND, # 2355
- ◉ - NAIL AND DISK FOUND, 8011 PCP
- ◉ - NAIL AND DISK FOUND
- ○ - 1/2 " CAPPED ROD, ILLEGIBLE
- ○ - 1/2 " CAPPED ROD FOUND, # 7584
- ○ - 1/2 " CAPPED ROD FOUND, #2355
- ◉ - 5/8 " IRON ROD FOUND
- □ - CONCRETE MONUMENT FOUND
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- SEC - SECTION
- O R - OFFICIAL RECORD
- S/D - SUBDIVISION




## SURVEYOR NOTES

A SURVEY DOES NOT DETERMINE OWNERSHIP OF PROPERTY.

THE BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF S 87°18'39" E ALONG THE SOUTH RIGHT OF WAY LINE OF PAGE BACON ROAD PER THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83-90/11 FLORIDA NORTH ZONE.

THE INFORMATION SHOWN HEREON IS BASED ON DEEDS OF RECORD, PREVIOUS SURVEYS OF THE SUBJECT PROPERTY, AND FIELD EVIDENCE.

NO STRUCTURES WERE LOCATED FOR THE PURPOSE OF THIS SURVEY.

THIS SURVEY WAS PREPARED PER THE FLORIDA STANDARDS OF PRACTICE FOR LAND SURVEYING, CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE.

## DESCRIPTION

**LEGAL DESCRIPTION: PARCEL 1 - DEVELOPERS TRACT**

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST ¼ OF SECTION 16, T 2 S, R 24 W, AND THE WESTERLY RIGHT OF WAY OF STATE ROAD #189 (MARY ESTHER CUT OFF); THENCE N 12°01'20" E ALONG SAID WESTERLY R/W OF STATE ROAD #189 A DISTANCE OF 441.79 FT.; THENCE N 89°58'53" W A DISTANCE OF 152.24 FT. TO THE POINT OF BEGINNING ; THENCE CONTINUE N 89°58'53" W A DISTANCE OF 152.87 FT.; THENCE S 12°05'10" W A DISTANCE OF 102.19 FT.; THENCE S 89°57'51" W A DISTANCE OF 1176.75 FT.; THENCE DUE NORTH A DISTANCE OF 24.11 FT.; THENCE DUE WEST A DISTANCE OF 329.77 FT. TO A POINT ON THE BOUNDARY LINE OF MARY ESTHER MANOR FIRST ADDITION AS RECORDED IN PLAT BOOK 6, PAGE 34; THENCE DUE NORTH ALONG SAID BOUNDARY A DISTANCE OF 971.76 FT.; THENCE S 77°55'40" E A DISTANCE OF 342.58 FT.; THENCE S 12°04'20" W A DISTANCE OF 25.00 FT.; THENCE DUE SOUTH A DISTANCE OF 44.28 FT.; THENCE S 77°55'40" E A DISTANCE OF 70.00 FT.; THENCE S 12°04'20" W A DISTANCE OF 305.00 FT.; THENCE S 77°55'40" E A DISTANCE OF 380.0 FT.; THENCE N 57°04'20" E A DISTANCE OF 186.58 FT.; THENCE S 77°55'40" E A DISTANCE OF 139.67 FT.; THENCE N 12°04'20" E A DISTANCE OF 130.56 FT.; THENCE N 32°55'40" W A DISTANCE OF 88.42 FT.; THENCE N 12°04'20" E A DISTANCE OF 35.79 FT.; THENCE S 77°55'40" E A DISTANCE OF 147.77 FT.; THENCE N 12°04'20" E A DISTANCE OF 213.20 FT.; THENCE N 77°55'40" W A DISTANCE OF 168.42 FT. TO THE BEGINNING OF A CURVE TO THE RIGHT (CONCAVE TO THE NORTHEAST) HAVING A RADIUS OF 8.00 FT.; AND A CENTRAL ANGLE OF 90°; THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 12.57 FT. TO A POINT MARKING THE END OF SAID CURVE (CHORD BEARING N 32°55'40" W, CHORD DISTANCE 11.31 FT.); THENCE N 77°55'40" W A DISTANCE OF 45.89 FT.; THENCE S 12°04'20" W A DISTANCE OF 8.00 FT.; THENCE N 77°55'40" W A DISTANCE OF 20.91 FT.; THENCE N 12°04'20" E A DISTANCE OF 8.00 FT.; THENCE N 77°55'40" W A DISTANCE OF 6.00 FT. TO A POINT ON A CURVE TO THE RIGHT (CONCAVE TO THE NORTHWEST) HAVING A RADIUS OF 8.00 FT. AND A CENTRAL ANGLE OF 90°; THENCE SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 12.57 FT. TO A POINT MARKING THE END OF SAID CURVE (CHORD BEARING S 57°04'20" W, CHORD DISTANCE 11.31 FT.); THENCE N 77°55'40" W A DISTANCE OF 262.84 FT.; THENCE N 12°04'20" E A DISTANCE OF 9.00 FT.; THENCE N 77°55'40" W A DISTANCE OF 206.05 FT.; THENCE N 32°04'20" E A DISTANCE OF 325.01 FT.; THENCE N 12°04'20" E A DISTANCE OF 285.13 FT. TO THE SOUTHERLY R/W OF PAIGE BACON ROAD (60' R/W); THENCE N 89°57'38" E ALONG SAID R/W A DISTANCE OF 1454.99 FT. TO THE WESTERLY R/W OF AFORESAID STATE ROAD NO. 189; THENCE S 12°01'20" W ALONG SAID R/W A DISTANCE OF 50.0 FT.; THENCE S 89°57'21" W A DISTANCE OF 141.12 FT.; THENCE S 12°01'20" W A DISTANCE OF 200.0 FT.; THENCE S 77°58'40" E A DISTANCE OF 138.0 FT. TO THE AFORESAID R/W OF STATE ROAD #189; THENCE S 12°01'20" W ALONG SAID R/W A DISTANCE OF 129.07 FT.; THENCE S 57°01'20" W ALONG SAID R/W A DISTANCE OF 55.15 FT.; THENCE S 12°01'20" W ALONG SAID R/W A DISTANCE OF 82.0 FT.; THENCE S 32°58'40" E ALONG SAID R/W A DISTANCE OF 55.15 FT.; THENCE S 12°01'20" W ALONG SAID R/W A DISTANCE OF 92.57 FT.; THENCE N77°58'40" W A DISTANCE OF 132.60 FT. TO THE BEGINNING OF A CURVE TO THE LEFT (CONCAVE TO THE SOUTHEAST) HAVING A RADIUS OF 5.00 FT. AND A CENTRAL ANGLE OF 90°; THENCE SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 7.85 FT. TO A POINT MARKING THE END OF SAID CURVE (CHORD BEARING S 57°01'20" W, CHORD DISTANCE 7.07 FT.); THENCE S 12°01'20" W A DISTANCE OF 217.57 FT.; THENCE S 77°58'40" E A DISTANCE OF 98.60 FT. TO THE AFORESAID R/W OF STATE ROAD #189; THENCE S 12°01'20" W ALONG SAID R/W A DISTANCE OF 82.0 FT.; THENCE N 77°58'40" W A DISTANCE OF 99.00 FT.; THENCE S 12°01'20" W A DISTANCE OF 328.49 FT.; THENCE S 77°58'40" E A DISTANCE OF 99.00 FT. TO THE AFORESAID R/W OF STATE ROAD #189; THENCE S 12°01'20" W ALONG SAID R/W A DISTANCE OF 82.00 FT.; THENCE S 32°58'40" E ALONG SAID R/W A DISTANCE OF 55.15 FT.; THENCE N 77°58'40" W A DISTANCE OF 136.91 FT.; THENCE S 12°01'20" W A DISTANCE OF 214.04 FT. TO THE POINT OF BEGINNING. CONTAINS 53.51 ACRES MORE OR LESS. BEARINGS BASED ON BEARING OF N 12°01'20" E ALONG THE WESTERLY R/W OF MARY ESTHER CUT OFF (S.R. #189). ALL LYING AND BEING IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA. TOGETHER WITH 2 NON EXCLUSIVE ACCESS EASEMENTS HEREON DESCRIBED AS EASEMENTS NO. 1 AND NO. 2.

**LEGAL DESCRIPTION: PARCEL 2 - JCPENNY PARCEL**

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY FLORIDA, AND THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 189 (MARY ESTHER CUT-OFF); THENCE GO N 14°45'03" E ALONG SAID WESTERLY RIGHT OF WAY LINE 441.79 FEET; THENCE GO N 87°15'10" W 12.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 87°15'10" W 152.87 FEET; THENCE GO S 14°48'50" W 102.20 FEET; THENCE GO N 87°18'26" W 750.45 FEET; THENCE GO N 02°45'07" E 103.78 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 173.00 FEET; THENCE GO NORTHEASTERLY ALONG SAID CURVE 55.09 FEET TO A POINT, SAID CURVE HAS A CENTRAL ANGLE OF 18°14'45" WITH A CHORD BEARING AND DISTANCE OF N 11°52'30" E FOR 54.86 FEET; THENCE GO S 69°00'08" E 10.64 FEET; THENCE GO S 85°47'26" E 76.70 FEET; THENCE GO N 52°39'56" E 43.23 FEET; THENCE GO N 14°45'55" E 432.19 FEET; THENCE GO S 75°35'56" E 323.31 FEET; THENCE GO N 14°35'58" E 7.51 FEET; THENCE GO S 75°18'55" E 420.38 FEET; THENCE GO S 53°58'32" E 54.14 FEET; THENCE GO S 75°14'49" E 99.00 FEET; THENCE GO S 14°45'03" W 82.00 FEET; THENCE GO S 30°14'57" E 55.15 FEET; THENCE GO S 14°45'03" W 187.26 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 10.75 ACRES.

**LEGAL DESCRIPTION: PARCEL 3 - TEXACO PARCEL**

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST ¼ OF SECTION 16, T-2-S, R-24-W, AND THE WESTERLY R/W OF STATE ROAD #189 (MARY ESTHER CUT-OFF); THENCE N-12°01'20"-E ALONG SAID WESTERLY R/W A DISTANCE OF 441.79 FT.; THENCE N-89°58'53"-W ALONG SAID R/W A DISTANCE OF 12.27 FT. TO THE P.O.B.; THENCE CONTINUE N-89°58'53"-W A DISTANCE OF 139.97 FT.; THENCE N-12°01'20"-E A DISTANCE OF 214.04 FT.; THENCE S-77°58'40"-E A DISTANCE OF 136.91 FT. TO THE AFORESAID R/W OF STATE ROAD #189; THENCE S-12°01'20"-W ALONG SAID R/W A DISTANCE OF 184.93 FT. TO THE P.O.B.. SAID TRACT CONTAINS 0.63 ACRES MORE OR LESS. BEARINGS BASED ON BEARING ON N-12°01'20"-E ALONG THE WESTERLY R/W OF STATE ROAD #189. ALL LYING AND BEING IN SECTION 16, T-2-S, R-24-W, OKALOOSA COUNTY, FLORIDA.

**EASEMENT DESCRIPTIONS:**

EASEMENT NO. 1 (A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OF VEHICULAR AND PEDESTRIAN TRAFFIC).

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 24 WEST, AND THE WESTERLY RIGHT OF WAY OF STATE ROAD #189 (MARY ESTHER CUT-OFF); THENCE NORTH 12 DEGREES 01 MINUTES 20 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY OF STATE ROAD #189 A DISTANCE OF 441.79 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 53 SECONDS WEST A DISTANCE OF 152.24 FEET; THENCE CONTINUE NORTH 89 DEGREES 58 MINUTES 53 SECONDS WEST A DISTANCE OF 152.87 FEET; THENCE SOUTH 12 DEGREES 05 MINUTES 10 SECONDS WEST A DISTANCE OF 102.19 FEET; THENCE DUE SOUTH A DISTANCE OF 282.49 FEET TO THE NORTHERLY RIGHT OF WAY OF HOLLYWOOD BOULEVARD (100 FOOT RIGHT OF WAY); THENCE SOUTH 89 DEGREES 56 MINUTES 47 SECONDS WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 80.0 FEET; THENCE DUE NORTH A DISTANCE OF 282.51 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 51 SECONDS WEST A DISTANCE OF 639.52 FEET TO THE POINT OF BEGINNING; THENCE DUE SOUTH A DISTANCE OF 35.0 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 51 SECONDS WEST A DISTANCE OF 25.0 FEET; THENCE DUE SOUTH A DISTANCE OF 247.72 FEET TO THE NORTHERLY RIGHT OF WAY OF HOLLYWOOD BOULEVARD (100 FOOT RIGHT OF WAY); THENCE SOUTH 89 DEGREES 56 MINUTES 47 SECONDS WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 100.00 FEET; THENCE DUE NORTH A DISTANCE OF 282.75 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 51 SECONDS EAST A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING; BEARINGS BASED ON BEARING OF NORTH 12 DEGREES 01 MINUTES 20 SECONDS EAST ALONG THE WESTERLY RIGHT OF WAY OF MARY ESTHER CUT-OFF (S.R. #189); ALL LYING AND BEING IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA.

AND

EASEMENT NO. 2 (A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OF VEHICULAR AND PEDESTRIAN TRAFFIC)

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 24 WEST, AND THE WESTERLY RIGHT OF WAY OF STATE ROAD #189 (MARY ESTHER CUT-OFF); THENCE NORTH 12 DEGREES 01 MINUTES 20 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY OF STATE ROAD #189 A DISTANCE OF 441.79 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 53 SECONDS WEST A DISTANCE OF 152.24 FEET; THENCE CONTINUE NORTH 89 DEGREES 58 MINUTES 53 SECONDS WEST A DISTANCE OF 152.87 FEET; THENCE SOUTH 12 DEGREES 05 MINUTES 10 SECONDS WEST A DISTANCE OF 102.19 FEET TO THE POINT OF BEGINNING; THENCE DUE SOUTH A DISTANCE OF 282.49 FEET TO THE NORTHERLY RIGHT OF WAY OF HOLLYWOOD BOULEVARD (100 FOOT RIGHT OF WAY); THENCE SOUTH 89 DEGREES 56 MINUTES 47 SECONDS WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 80.0 FEET; THENCE DUE NORTH A DISTANCE OF 282.51 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 51 SECONDS EAST A DISTANCE OF 80.0 FEET TO THE POINT OF BEGINNING; BEARINGS BASED ON BEARING OF NORTH 12 DEGREES 01 MINUTES 20 SECONDS EAST ALONG THE WESTERLY RIGHT OF WAY OF MARY ESTHER CUT-OFF (S.R. #189); ALL LYING AND BEING IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE

10/23/25

RICKY B. SEARS
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NO. 4511

RICKY B. SEARS CERTIFICATE No. 4511 STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR

UNLESS IT BEARS THE ORIGINAL (OR DIGITAL) SIGNATURE & SEAL OF THE FLORIDA LICENSED LAND SURVEYOR NAMED ABOVE, THIS DRAWING, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

REVISIONS
Date: ---
Date: ---
Date: ---
Date: ---
Date: ---
Date: ---
Date: ---
Date: ---
Date: ---


MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN
LAND SURVEYING
4900 Bayou Blvd. Suite 200, Pensacola, FL 32502
(850) 462-8412


# BOUNDARY SURVEY

A PARCEL IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA

JOB NO. 23-170-1P
DATE: 10/17/2025
DRAWN BY: JWW
CHECKED BY: RBS

SHEET NUMBER
1

Jacobs

Date: October 3, 2025

To: Tyler Reed
City of Mary Esther

From: Blaine Beck, P.E.
Jacobs Engineering Group Inc. (Jacobs)

RE: Proposed Walmart Development Water and Sewer Capacity

Dear Mr. Reed,

Jacobs has reviewed the Potable Water & Sanitary Sewer Concurrency prepared by Mullins, LLC for the proposed Walmart near the Santa Rosa Mall in Mary Esther (City). The concurrency indicates a projected water demand of 26,645 gallons per day (gpd) and sewer demand of 26,645 gpd for the proposed Walmart.

While the concurrency includes water and sewer demand estimates for future residential developments (apartments and townhomes), it is our understanding that the developer is currently seeking approval only for the Walmart. Based on this scope, Jacobs finds approval for the Walmart alone acceptable, as it is not expected to significantly increase existing water demand or sewer flow.

However, should the developer pursue approval for the townhomes and apartments in the future, Jacobs recommends withholding approval until the City completes the following evaluations:

- Hydraulic modeling of the City's water distribution system
- Hydraulic modeling of the City's sewer lift station and downstream force main
- Comprehensive assessment of the City's wastewater treatment plant capacity

These evaluations will help identify the necessary City water and sewer system upgrades that must be implemented prior to construction of the additional residential developments.

Finally, Jacobs recommends that the City and Developer establish a Utility Services Agreement to clearly define ownership and maintenance responsibilities for the proposed water and sewer infrastructure.

Please let us know if you have any questions or need further clarification.

Sincerely,

Blaine Beck

Blaine Beck, P.E.

Sent via email

cc: Jared Cobb, City Manager of Mary Esther
Hayward Dykes, City Attorney for Mary Esther
Scott Jernigan, Jacobs
Mike Criddle, Jacobs
Josh Robinson, Jacobs O&M

This instrument was prepared by:
Matthews & Matthews, LLP
4475 Legendary Drive
Destin, FL 32541

(Space reserved for Clerk)

---

DECLARATION OF UNITY OF TITLE

This Declaration of Unity of Title ("Declaration") is made this ___ day of _____ 2025, by **SRM-SPE, LLC**., a Delaware limited liability company, whose mailing address is 393 Canal St., Unit #288 c/o The UPS Store, New York, NY 10013 ("SRM") and by **SRM OUTPARCEL, LLC**, a Florida limited liability company ("Outparcel"), whose mailing address is 393 Canal St., Unit #288 c/o The UPS Store New York, NY 10013. Collectively SRM and Outparcel will be referred to as "the Parties".

RECITALS:

WHEREAS, SRM owns that certain parcel of land, Parcel Identification No. 16-2S-24-0000-0001-001A, ("Parcel 1") located in Okaloosa County, Florida more particularly described in attached Exhibit 1, by virtue of that certain Limited Warranty Deed recorded at Official Records Book 2458, Page 3410 of the public records of Okaloosa County, Florida; and

WHEREAS, Outparcel owns that certain parcel of land, Parcel Identification No16-2S-24-0000-0001-001E, ("Parcel 2") located in Okaloosa County, Florida, easterly adjacent to Parcel 1, and more particularly described in attached Exhibit 2 by virtue of that certain Warranty Deed recorded in the Official Record of Okaloosa County, Florida as Instrument No. 3740785; and

WHEREAS, Parcel 1 is a portion of the property upon which the now closed Mary Esther shopping mall is located and SRM wishes to renovate portions of Parcel 1 by obtaining a development order from the City of Mary Esther to construct a stand-alone retail store westerly adjacent to Parcel 2; and

WHEREAS, the design for said retail store includes a fueling canopy that will be located less than 10 feet from the western property boundary of Parcel 2 and the City of Mary Esther has indicated that the canopy's setback from Parcel 2 violates the setback provisions of its land development regulations (the Setback Encroachment"); and

WHEREAS, the Parties are sister entities controlled by the same members and both wish to cooperate so that Parcel 1 and Parcel 2 may be considered as a single parcel of land for purposes of obtaining said development order from the City of Mary Esther to renovate and improve a portion of Parcel 1;

NOW, THEREFORE, the Parties agree and declare Parcel 1 and Parcel 2 be held and treated as one parcel for the life of the retail development approved by the City of Mary Esther on Parcel 1.

1. Parcel 1 and Parcel 2 shall be considered one plot and parcel of land, and any further subdivision of said parcel shall comply with the City of Mary Esther Land Development Code.

2. This Unity of Title constitutes a covenant running with the land and shall be recorded in the public records of Okaloosa County, Florida. This Unity of Title is binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Unity of Title is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the owner(s) of Parcel 1 and Parcel 2 has been recorded agreeing to change the covenant in whole, or in part, provided that the Unity of Title has first been modified or released by the City of Mary Esther.

3. This Unity of Title may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s), including joinders by all mortgagees, if any, provided that the same is also approved by the City of Mary Esther City Manager or his designee, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Signed, sealed, executed and acknowledged this _____ day of _____ 2025.

WITNESSES:

_____
Printed Name: _____

_____
Printed Name: _____

OWNER PARCEL 1:

SRM-SPE, LLC
By: Daniel Friedman
Its: Manager

_____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared DANIEL FRIEDMAN, as Manager of SRM-SPE, LLC., a Delaware limited liability company, who is personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing Declaration of Unity of Title and acknowledged before me that he executed same.

WITNESS my hand and official seal in the county and state last aforesaid this ___ day of _____ 2025.

_____
NOTARY PUBLIC

Signed, sealed, executed and acknowledged this _____ day of _____ 2025.

WITNESSES:

_____
Printed Name: _____

_____
Printed Name: _____

OWNER PARCEL 2:

SRM OUTPARCEL, LLC
By: SRM NEW OWNER, LLC
Its: Member

_____

By: _____
Manager of SRM New OWNER, LLC

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared _____, as Manager of SRM NEW OWNER, LLC., a Delaware limited liability company, as the sole member of SRM OUTPARCEL, LLC, who is personally known to me or who has produced a _____ as identification, to be the person described in and who executed the foregoing Declaration of Unity of Title and acknowledged before me that he executed same.

WITNESS my hand and official seal in the county and state last aforesaid this ___ day of _____ 2025.

_____
NOTARY PUBLIC

LocaliQ
Florida
GANNETT

# Order Confirmation

Not an Invoice

| | |
|---|---|
| **Account Number:** | 535985 |
| **Customer Name:** | City Of Mary Esther |
| **Customer Address:** | City Of Mary Esther<br>195 CHRISTOBAL ROAD<br>Ext 11 Fx 243-0736<br>Mary Esther FL 32569 |
| **Contact Name:** | City Of Mary Esther |
| **Contact Phone:** | 8502433566 |
| **Contact Email:** | |
| **PO Number:** | |

| | |
|---|---|
| **Date:** | 10/29/2025 |
| **Order Number:** | 11794921 |
| **Prepayment Amount:** | $ 0.00 |

| | |
|---|---|
| **Column Count:** | 1.0000 |
| **Line Count:** | 37.0000 |
| **Height in Inches:** | 3.0700 |

**Print**

| Product | #Insertions | Start - End | Category |
|---|---|---|---|
| FTW NW Florida Daily News | 2 | 11/03/2025 - 11/10/2025 | Govt Public Notices |
| FTW nwfdailynews.com | 2 | 11/03/2025 - 11/10/2025 | Govt Public Notices |

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

| | |
|---|---|
| Total Cash Order Confirmation Amount Due | $169.61 |
| Tax Amount | $0.00 |
| Service Fee 3.99% | $6.77 |
| Cash/Check/ACH Discount | -$6.77 |
| Payment Amount by Cash/Check/ACH | $169.61 |
| Payment Amount by Credit Card | $176.38 |

| | |
|---|---|
| **Order Confirmation Amount** | **$169.61** |

Ad Preview

**NOTICE OF PUBLIC HEARING**
**CITY OF MARY ESTHER**
**MAJOR DEVELOPMENT PROJECT**

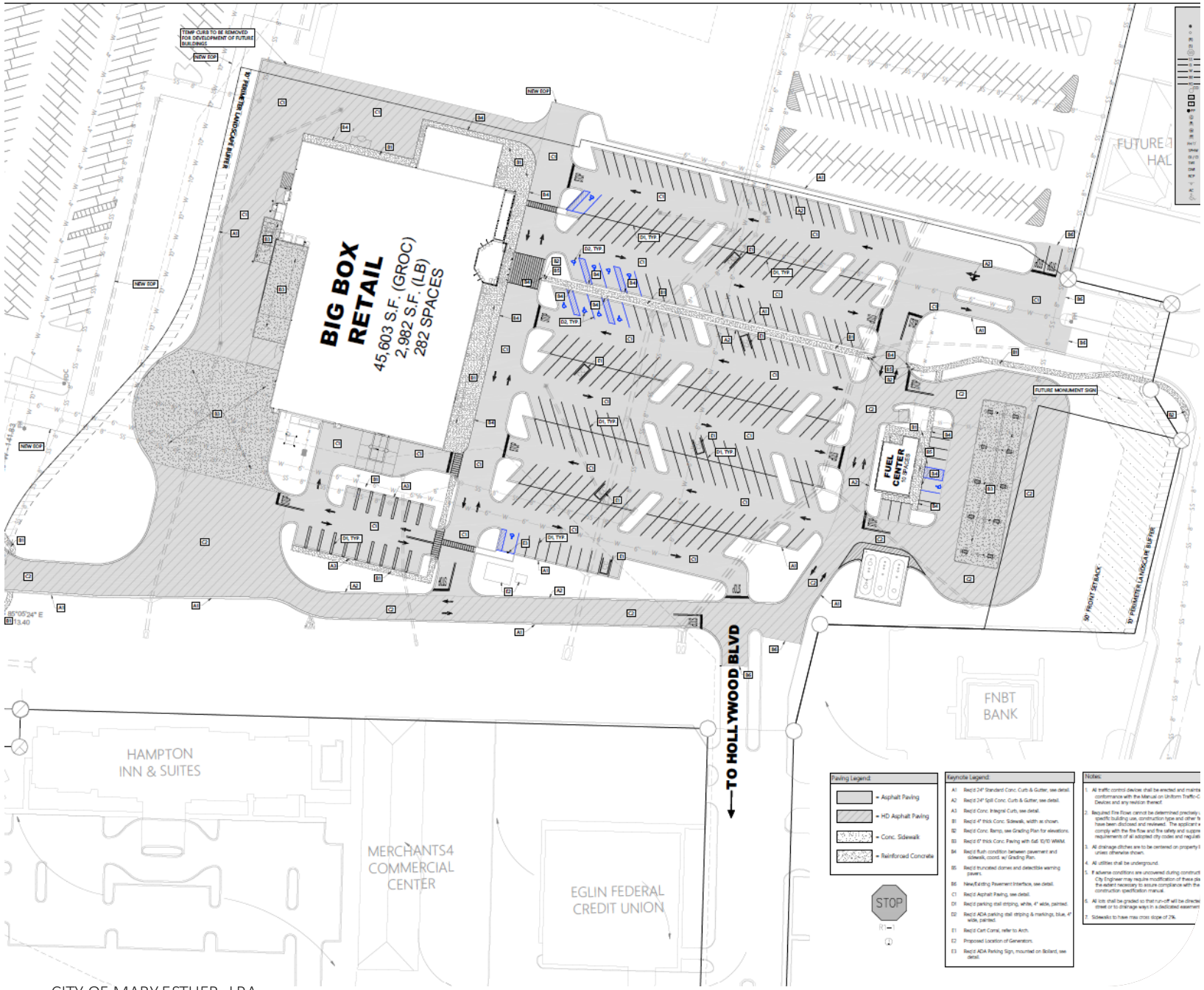
Notice is hereby given that a Public Hearing will be held on Monday, November 17, 2025 at 5:00 pm or as soon thereafter as may be heard at City Hall City Council Chambers, 195 N. Christobal Road, Mary Esther, FL 32569. The purpose of the hearing is for the City Council to hear the request for a preliminary development order for a big box retail/grocery market located at 300 Mary Esther Blvd., Mary Esther, FL 32569, at the site of the former JCPenney Dept. store. All interested parties are invited to attend the Public Hearing.

Any person requiring a special accommodation because of a disability or physical impairment should contact the City Clerk's office at 850-243-3566 Ext.111 at least 48 hours prior to the hearing. Any person seeking to appeal any decision made at the public hearing will need to record the proceedings and, for such purpose, such person 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.

Dillon Morris
City Clerk
Pub: 11/3 & 11/10/25; #11794921

City of Mary Esther
Community Development Department

# Redevelopment of Santa Rosa Mall: Preliminary Development Order for Grocery Store and Fuel Station




# SUMMARY OF THE PROPOSED REDEVELOPMENT PROJECT

**Project Overview**

The plan includes building a combined grocery store and an associated fuel station/convenience store on the former JCPenney site at the Santa Rosa Mall.

**Commercial Enhancement**

The project aims to provide economic opportunity and variety in retail/grocery within the City.

# LOCATION AND BOUNDARIES OF THE PROJECT AREA

Santa Rosa Mall – Former JCPenney and adjacent parcels

# ZONING AND FUTURE LAND USE MAP (FLUM) DETAILS

**Zoning Classifications**

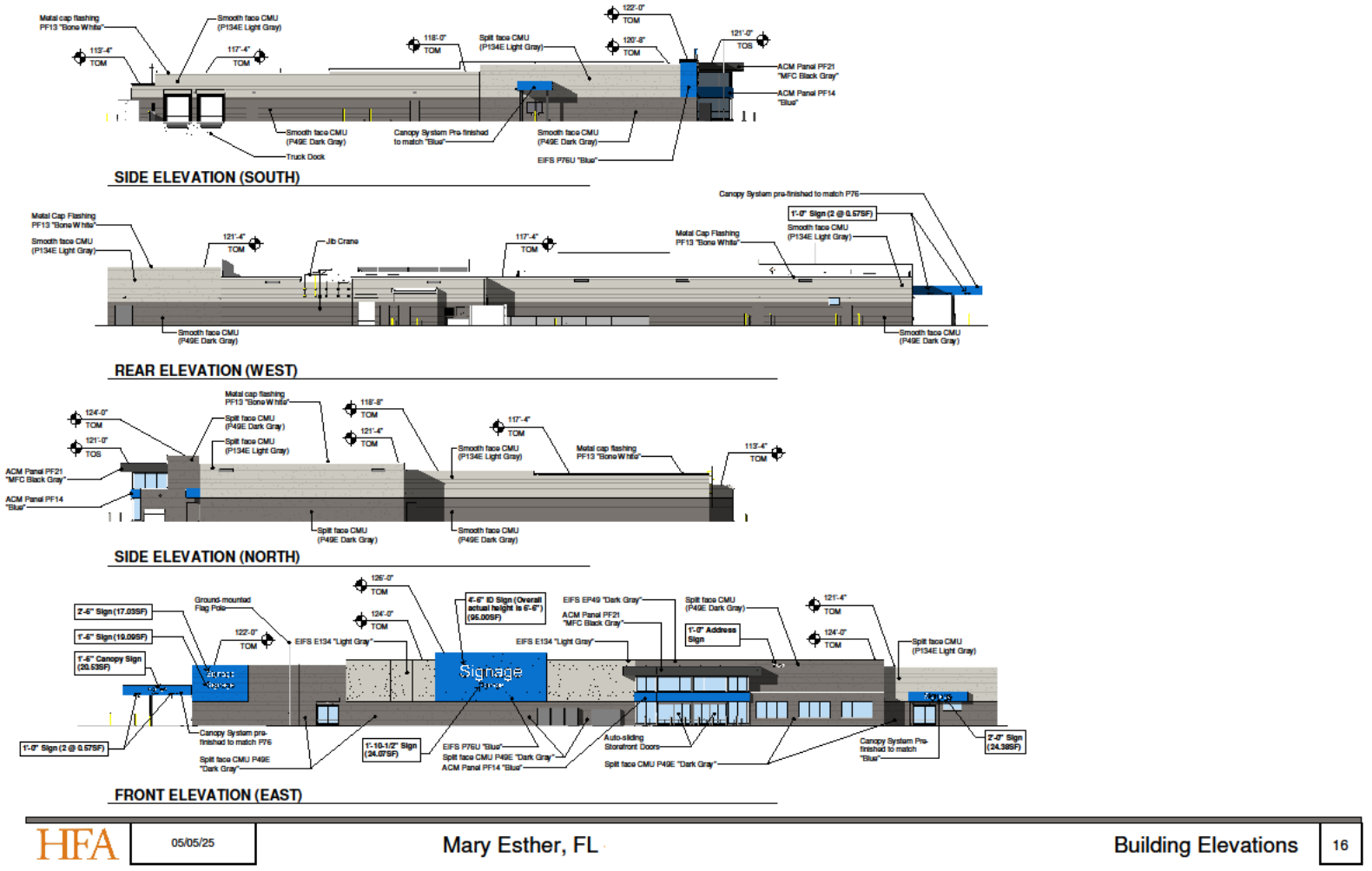
C-2 General Commercial District

**Future Land Use Designations**

Commercial

**Overlays**

Town Center Overlay




# BIG BOX RETAIL/GROCERY STORE AND FUEL STATION CONCEPTS

The redevelopment features a new retail/ grocery store aimed at meeting local community needs with convenience and variety.

| brr | 10/23/24 | Walmart | # 90145-000 | ST. AUGUSTINE, FL | FUEL CANOPY | BD17 |
|---|---|---|---|---|---|---|

# BIG BOX RETAIL/GROCERY STORE AND FUEL STATION CONCEPTS

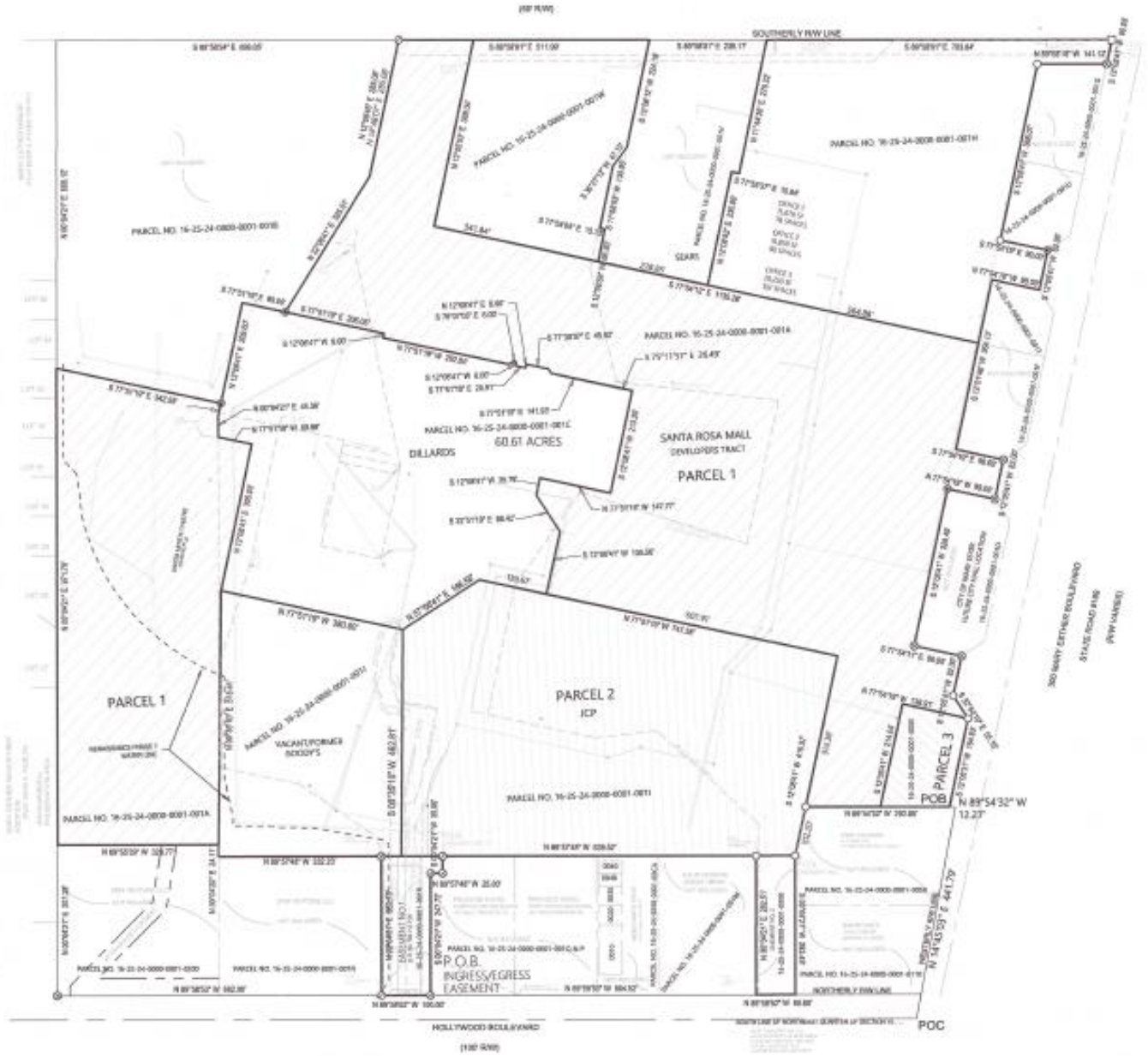
## Fuel Station

A fuel station is planned to enhance accessibility and convenience for community members and travelers.

# BIG BOX RETAIL/GROCERY STORE AND FUEL STATION CONCEPTS

## Adjacent Convenience Store

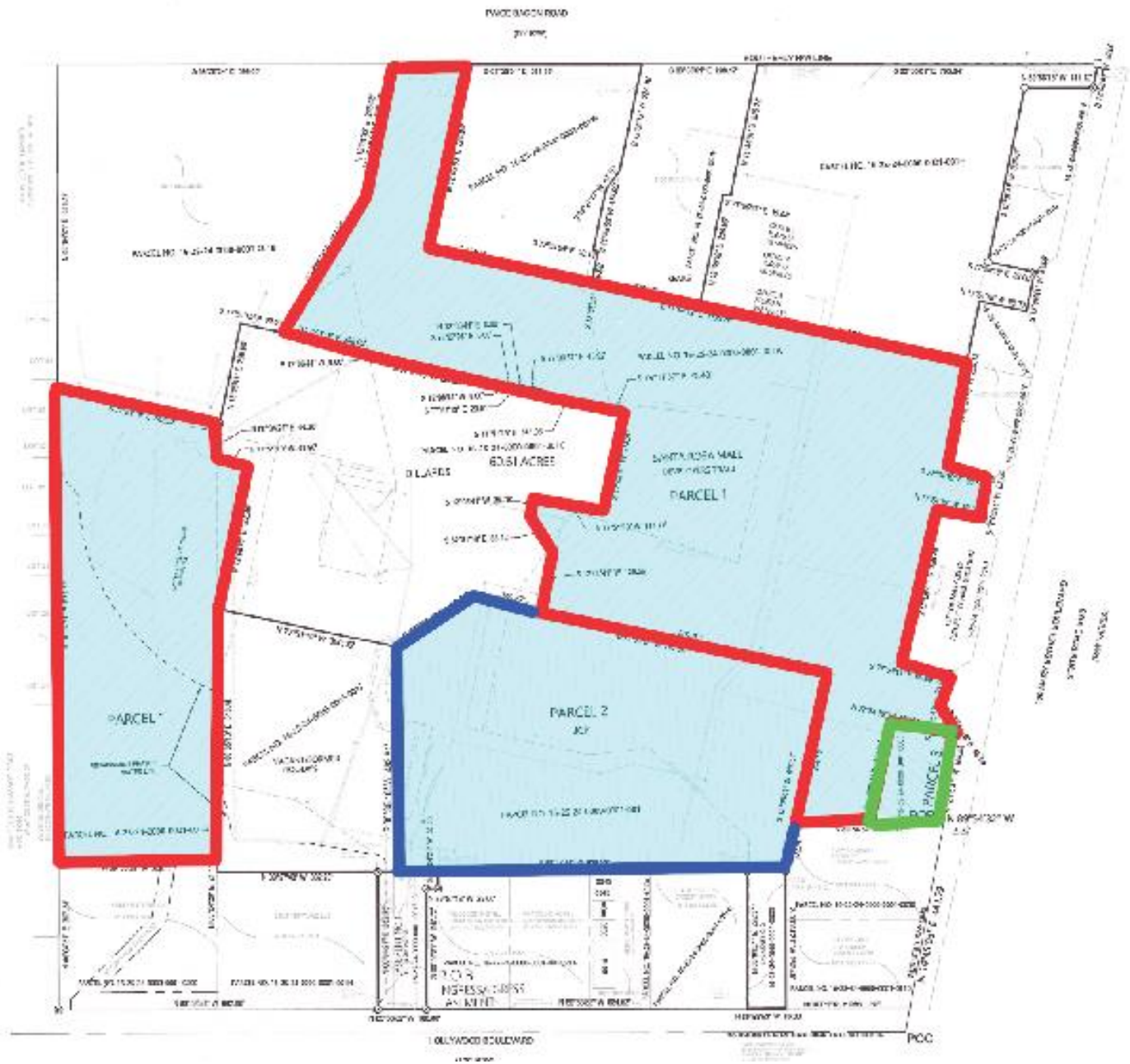
An adjacent convenience store is planned to enhance accessibility and convenience for community members and travelers.




# UNITY OF TITLE

## Background

Unity of Title proposed to integrate Parcels 1, 2, and 3 for unified access, infrastructure, and zoning regulations.




# UNITY OF TITLE BOUNDARIES

# Questions

# AGENDA ITEM

**Agenda Item 11.1.**

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

**FROM:**

**DATE:** December 8, 2025

**SUBJECT:** Discussion: Annual Veterans Day Celebration and Parade

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**BACKGROUND:**
This item was requested by Councilmember Carter.

**DISCUSSION:**

**FINANCIAL IMPACT:**

**RECOMMENDATION:**

**ATTACHMENT(S):**

# AGENDA ITEM

**Agenda Item 11.2.**

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

**FROM:** Dillon Morris, City Clerk

**DATE:** December 8, 2025

**SUBJECT:** Consideration: Selection of Citizen of the Year Nominee

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**BACKGROUND:**
The Ron Stearns Citizen of the Year award was established by the mayor and council to recognize community members who go above and beyond in their work, making the city a better place. The application period opened in September and closed at the end of October, with the selection period being conducted in December. The city received one application.

**DISCUSSION:**
The mayor and council are to choose a citizen application to be awarded Citizen of the Year for 2026. The awards the city clerk has developed include:

- A ceremonial award
- A proclamation declaring the citizen's birthday as "[Citizen's Name] Day"
- An invitation to be a VIP at city events (Throw candy with the council in the Veterans Day parade, light the Christmas tree in the tree lighting, for instance)
- A swag bag of Mary Esther items, like Yard of the Month, receives

**FINANCIAL IMPACT:**
The only expected additional costs are the cost of the award plaque and the engraving fee, which are both negligible costs.

**RECOMMENDATION:**
Motion to select _____ as Citizen of the Year 2026.

**ATTACHMENT(S):**
1. Citizen of the Year Application - Connie Schabowski

# The Ronald Stearns Citizen of the Year Award
# Nomination Package

Name of Nominee: Connie Schabowski

Home Address: 405 Avon Lane Mary Esther, FL 32569

Contact Phone Number: 850-243-4728 Email: _____

Name of Nominator: tismeski@hotmail.com

Nominator Contact Phone Number: 850-243-5731

**Application should be attached to this letter and follow the following criteria:**

- Nominee must be a resident of the City of Mary Esther for a minimum of 12 months and have an interest in the betterment of the City.
- Application should include contributions to the City and its citizens for the year 2024.
- The application may include past actions that demonstrate dedication to the City of Mary Esther and its citizens.
- Application should discuss specific acts that put others first and enhance the quality of life.
- Application should describe who benefited, what was accomplished, the breadth of impact, and how the action related to the community.
- Nomination should be for selfless acts and not directly related to the person's job.

Please include a brief narrative as to why this person should be chosen as Citizen of the Year.

All applications must be accompanied by this cover sheet.

Nominations open September 1, 2025 at 8:00 a.m.

**Submit nomination packages to the City Clerk's office by November 1, 2025, 8 a.m., to:**

**Dillon Morris, City Clerk**
**195 N. Christobal Rd.**
**Mary Esther, Florida 32569**
**dmorris@cityofmaryesther.com**

# Nomination Form

**City of Mary Esther Citizen of the Year**

**Contributions for Selection Year:**

Every week, she volunteers at the Library, shelving books, working on important projects, and helping with programs for kids, teens, and adults. She is always looking for ways to help her community. Also, she volunteers every she volunteers every week at Sharing and Caring of Okaloosa County, which serves residents (including Mary Esther citizens), providing food, medical supplies, books, personal hygiene products, and clothing based on need.

**Past Contributions:**

When other volunteers are absent, she fills their roles. She seeks ways to improve service to Mary Esther and the community.

Connie has helped with every program the library has hosted, helping staff prepare, plan, and facilitate our programs. She has also brought Mary Esther residents to join her in the events. For years, she has worked and volunteered at Sharing and Caring with food drives, pantry organization, and in every initiative they have to serve the less fortunate.

**Other Reasons for Consideration:**

Connie has a strong faith and serves the faith community through participation, outreach, and service. She lives out her faith with works. She is a feather in the City's cap.

Connie's heart for Mary Esther is enormous. She seeks to lift up the less fortunate. She makes a point to make others feel welcome. She has touched so many lives. She doesn't seek recognition. Selflessly, she helps. She helps every day and every week, which improves the quality of life in our city.

# AGENDA ITEM

**Agenda Item 11.3.**

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

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

**DATE:** December 8, 2025

**SUBJECT:** Ratification: Emergency Purchase for Hurlburt Field Effluent Pump Station Repair

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**BACKGROUND:**
The Hurlburt Field Effluent Pump Station is equipped with three 100-horsepower motors. One motor serves as a manual diesel backup and has not functioned as a primary pump in several years. A second motor failed in January 2025 and was scheduled for replacement during the current fiscal year. On November 10, 2025, the final operational motor failed, creating an emergency situation requiring immediate action to prevent a sanitary sewer overflow.

**DISCUSSION:**
When the last working motor failed on November 10, 2025, staff activated the diesel backup pump with continuous on-site operator monitoring by Jacobs Engineering to prevent a potential spill of 500,000 gallons per day. A replacement motor was immediately ordered and installed. However, upon startup, the pump itself malfunctioned and required removal for inspection. Due to the critical nature of this infrastructure and the absence of City-owned bypass equipment suitable for a station of this capacity, staff authorized the following emergency purchases to maintain service and prevent environmental contamination:

- Emergency Motor Replacement — A new 100-horsepower motor was procured from Morrow Water Technologies for $15,718 under emergency purchase order authority.
- Bypass Pumping Services — Hydra Services was contracted to provide temporary bypass pumping at $4,171 per month until permanent repairs are completed.
- Pump Inspection and Removal — Shepherd Services was engaged to remove and inspect the failed pump at a cost of $6,608.22 to determine whether it can be rebuilt or requires full replacement. The pump inspection is scheduled for December 4, 2025. Specifications from this inspection will determine the cost of either rebuilding the existing pump or purchasing a replacement unit compatible with the new motor. Bypass operations will continue until permanent repairs are completed.

Staff notes that the previously budgeted lift station upgrades remain necessary to ensure redundancy and prevent future failures at this critical wastewater facility.

**FINANCIAL IMPACT:**

Emergency expenditures to date total $22,326.22, consisting of:

- Motor replacement: $15,718.00 Emergency purchase
- Pump removal and inspection: $6,608.22
- Monthly bypass pumping: $4,171.00 (ongoing until repairs are complete)

**RECOMMENDATION:**
The city procurement policy requires emergency expenditures exceeding $15,000 to be submitted for ratification by the City Council.

Motion to ratify the emergency purchase of $15,718 from Morrow Water Technology for the new motor to serve the Hurlburt Effluent Pump Station.

**ATTACHMENT(S):**
1. Invoice: Morrow Water Technologies

MORROW
WATER TECHNOLOGIES INC.

7420 Cahaba Valley Rd. Birmingham, AL 35242
P 205.408.6680 F 205.408.6690 morrowwater.com

PROPOSAL NO.: 111125-84-67 Mary Esther
PAGE 1 OF 1

| YOUR INQUIRY: | DATE OF INQUIRY | DATE OF REVISION | PROPOSAL VALID FOR: |
|---|---|---|---|
| | November 11, 2025 | | Thirty (30) Days |

TO: Jacobs - Mary Esther

Attention: Josh Robinson

**Customer Phone:**
**Customer Fax:**
**E-Mail**
**Quote Prepared by:** Sam Howard 251-654-3252 showard@morrowwater.com

| QUANTITY | DESCRIPTION | UNIT PRICE | EXTENDED |
|---|---|---|---|
| | **Marianna FL WWTP Chemical Feed System - Snyder Tank** | | |
| 1 | **Motor:** 100 HP, 3 PH, 60 CY, 460 Volt, 1785 RPM, FRAME 404TP, WPI, Manufacturer: US Electric, 1.15 SF, Vertical Hollow Shaft, With Non-Reversing Ratchet, Type: RUSI, Inverter Duty, PWS, with Space Heaters, Catalog: H0100V2SLG-C, Upper Bearing: 7222-BEM, Lower Bearing: 6212-J, Stock# R-91900 **(Currently have four motors in stock)** | $ 11,928.00 | $ 11,928.00 |
| 1 | **Field Service:** Remove existing motor & installation of new motor. Reuse head shaft. | $ 1,990.00 | $ 1,990.00 |
| 1 | **Motor Rebuild Overhaul:** Motor will be inspected, cleaned, rewound, machine work, and new bearings. (Price is subject to change once inspection completed.) | ~~$ 9,941.00~~ | ~~$ 9,941.00~~ |
| 1 | **Optional Dedicated truck to deliver new motor by Thursday for Friday Install ****$1,800.00**** | $ 1,800 | - |

total: $15,718.00

**TOTAL PRICE LESS TAXES** ~~$ 23,859.00~~

A Brownlee-Morrow Enterprises Company

The safe application and use of equipment supplied by Morrow Water Technologies, Inc is the responsibility of the installer, user, and employer. To evaluate the safe application of this equipment, the following should be considered: the location of the installation, accessibility of employees and other persons to the equipment, and adjacent equipment, applicable building and safety codes, and requirements of OSHA.

Equipment sold by Morrow Water Technologies is subject to the individual manufacturer's warranty terms and conditions

| | | | |
|---|---|---|---|
| **TERMS:** | See Terms and Conditions | **Freight:** | **Included** |
| **FOB:** | Shipping Point | **Delivery:** | **In stock (4)** |

**Agreement:**

Sign and date to purchase _____ **Signature** _____ **Date**

# AGENDA ITEM

**Agenda Item 11.4.**

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

**FROM:** Jared Cobb, City Manager

**DATE:** December 8, 2025

**SUBJECT:** Resolution 25-22: Approval of Animal Control Services Agreement with Panhandle Animal Welfare Society

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**BACKGROUND:**
The City Attorney has prepared a draft agreement with PAWS modeled after the City of Fort Walton Beach contract, which provides a framework for municipal animal control services. The proposed agreement establishes PAWS as the City's animal impound and shelter agency for the enforcement of City ordinances and applicable Florida statutes pertaining to animals and animal control.

Staff sent the attached draft agreement to PAWS for final review and revision. The final copy of the contract will be attached to this agenda item for review as soon as it is received.

**DISCUSSION:**
Key provisions of the agreement include:

- Annual contract rate of $6.50 per capita (based on 4,084 population = $26,546 annually)
- Monthly payments of $2,212 upon receipt of statements from PAWS
- Impound fees collected and retained by PAWS
- Duration of contract: December 8, 2025, through September 30, 2026, with one (1) year extensions
- On-call animal control officer availability 24/7 for emergencies
- Monthly animal control activity reporting
- Annual audit of animal control income and expenses
- Comprehensive insurance requirements with the City named as additional insured
- Public records compliance provisions
- Termination clause: 90 days written notice

**FINANCIAL IMPACT:**
The annual cost of $26,546 is within the approved budget for animal control services.

**RECOMMENDATION:**
Motion to approve Resolution 25-22: Approval of the Animal Control Services Agreement with

the Panhandle Animal Welfare Society and authorize the City Manager to execute the contract.

**ATTACHMENT(S):**

1. Resolution 25-22
2. Exhibit A: Animal Control Services Agreement

**RESOLUTION NO. 25-22**

**A RESOLUTION OF THE CITY OF MARY ESTHER, FLORIDA, APPROVING THE PANHANDLE ANIMAL WELFARE SOCIETY, INC., CONTRACT FOR ANIMAL SERVICES IN THE CITY OF MARY ESTHER, FLORIDA.**

**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 on behalf of the City the animal services contract with Panhandle Animal Welfare Society, Inc., attached hereto as **Exhibit A** and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.

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

**PASSED, APPROVED AND ADOPTED** in regular session this 8th day of December 2025.

**CITY OF MARY ESTHER**

By: _____
Chris Stein, Mayor

**ATTEST**:

_____

Dillon Morris, City Clerk

**CONTRACT FOR ANIMAL SERVICES**

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

WHEREAS, City desires to contract with PAWS to provide animal control services for the purpose of safeguarding the health and safety of its domestic and wild animals in the City, including animal impoundment and shelter agency for any State, Okaloosa County, or City Ordinance pertaining to animals and animal control.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1. **TERM OF CONTRACT**

This Contract shall commence as of the day and year above and shall remain in full force and effect through September 30, 2026, unless sooner terminated as provided herein. The City Manager, or their designee, is authorized to extend this Contract annually for a period of one (1) year, if such extension is upon the same terms and conditions as this original Contract.

2. **COMPENSATION**

A. Payment.

Payment for services shall be based on per capita rate of $6.50 and population of 4,084. Annually the city is responsible for $26,546.00., to be paid in monthly installments of $2,212.00, which PAWS shall submit monthly payments listing services rendered to the City under this Contract. This shall constitute full compensation for the services provided by PAWS to City under this Contract. There shall be no additional fees paid by the City for charges related to the services provided under this Contract, including but not limited to sheltering animals, fees for animals held, fees for removal of dead animals, livestock charges.

B. Amendment of Compensation

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

2. Impound fees collected by PAWS pursuant to this contract shall be retained by PAWS to assist in offsetting the cost to the City of animal

control. In the event that impound fees collected by PAWS during the term of this Contract exceeds the total budget established by PAWS in any fiscal year for animal control, PAWS shall pay a portion of the excess collections based upon a per capita division among those local governments that contract for PAWS services during each fiscal year.

3. The compensation to PAWS under this Contract shall not be adjusted during the Term of this Contract, except on the mutual agreement of the Parties, the execution of a written amendment to the Contract executed by both parties.

4. **SERVICES PROVIDED**

a. PAWS agrees within one hundred and eighty (180) days after the completion of the fiscal year of this contract to provide the City with an audit of animal control income and expenses performed by an independent certified accountant.

b. PAWS shall not be responsible for the removal of dead animals on public property or public right-of-way. Dead animals on private property may be picked up for a fee as determined by PAWS, after the fee has been paid by the owner of the animal or the owner of the property.

c. PAWS will assist with enforcement, investigation and prosecution of applicable Okaloosa County Ordinances, City Ordinances and Florida statutes relating to animal control, including the following duties and responsibilities:

1. The capture and impounding of animals upon request of the City. Provide adequate food, shelter and emergency care as necessary for all impounded animals and stray animals apprehended or surrendered at the PAWS shelter until placed or otherwise humanely destroyed according to law.

2. Maintain suitable office hours at the PAWS animal shelter for the purpose of transacting business in connection with the duties under this contract, including, but not limited to, receiving stray or owner surrendered animals and handling transactions for the redemption of impounded and stray animals.

3. House each impounded and stray animal for the period specified by applicable County ordinance or Florida statutes and quarantine bite cases pursuant to a cooperative agreement with the County Health Department.

4. PAWS will provide an animal control office who will remain on-call after hours 24 hours a day, 7 days a week, to respond

to emergencies involving injured animals, vicious animals that have bitten or inflicted an injury on a person or other animal, cruelty cases, and other situations reasonably considered to constitute a physical threat to humans or animals.

5. PAWS will maintain accurate and detailed records of all stray, impounded or owner released animals coming into its custody including dispositions; records of all bite cases and reports of investigations; and detailed financial records of all fines and impound fees collected. These records shall be open for inspection during normal business hours to persons designated by the City to review them. In addition, PAWS shall provide to the City a monthly animal control activity report.

6. An Animal Control Officer will remain on-call after hours 24 hours a day, seven days a week to respond to emergencies involving injured animals; vicious animals that have bitten or inflicted an injury on a person or other animal; cruelty cases; and other situations reasonably considered to constitute a physical threat to humans or animals.

7. PAWS will maintain accurate and detailed records of all stray, impounded or PAWS will initiate and maintain a program of public education concerning animal related laws and promoting responsible pet ownership.

5. **CORRECTIVE ACTION**

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

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

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

B. Principals and Personnel of Contractor.

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

| Name | Title |
|---|---|
| Tracey Kinsley | Executive Director |

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

7. **PUBLIC RECORDS**

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

PAWS shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, PAWS shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law. PAWS shall ensure that public records that are exempt or confidential and exempt from public records disclosure require completion of the contract if PAWS does not transfer the records to the City. Upon completion of the contract, PAWS shall transfer, at no cost, to the City all public records in possession of the PAWS or keep and maintain public records required by the City to perform the service. If PAWS transfers all public records to the City upon completion of the

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contract, PAWS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PAWS keeps and maintains public records upon completion of the contract, PAWS shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Failure of PAWS to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes. If PAWS fails to provide the public records to the City within a reasonable time PAWS may be subject to penalties under Section 119.10, Florida Statutes. If it is found that PAWS has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

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

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

8. **INDEMNIFICATION**

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

omissions of Contractor, its officers, agents, servants, employees, sub-contractors, materialmen, or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

9. **INSURANCE**

A. Minimum Scope and Limits of Insurance.

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

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

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

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

B. Additional Insured.

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

C. Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non- contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents, or volunteers, shall be in excess of PAWS's

insurance and shall not contribute with it.

D. PAWS's Waiver of Subrogation.

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

E. Cancellations or Modifications to Coverage.

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

F. Evidence of Insurance.

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

G. Indemnity Requirements not Limiting.

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

H. Sub-contractor Insurance Requirements.

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

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10. **TERMINATION OF CONTRACT**

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

11. **INDEPENDENT CONTRACTOR and INDEMNITY**

A. PAWS is an independent contractor and not an employee of City. PAWS shall have no power to incur any debt, obligation, or liability on behalf of City. All services provided pursuant to this Contract shall be performed by PAWS or under its supervision. PAWS will determine the means, methods, and details of performing the services. Any additional personnel performing services under this Contract on behalf of PAWS shall also not be employees of City and shall at all times be under PAWS's exclusive direction and control. PAWS shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law. PAWS shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. PAWS shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from PAWS's personnel practices. City shall have the right to offset against the amount of any fees due to PAWS under this Contract any amount due to City from PAWS as a result of PAWS's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

12. **RELEASE OF NEWS INFORMATION**

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

13. **CONFLICT OF INTEREST**

A. No officer or employee of City shall have any direct or indirect financial interest in this Contract, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Contract which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. PAWS

warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Contract.

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

14. **COMPLIANCE WITH LAWS**

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

15. **INTERPRETATION**

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

16. **ENTIRE AGREEMENT**

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

17. **WAIVER**

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

18. **NOTICE**

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

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

Email:

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

To City: City of Mary Esther, FL
C/O City Manager
195 Christobal Road N
Mary Esther, FL 32569
Email:

With a copy to: Hayward Dykes, Esq.
Hand Arendall Harrison Sale
111 N. Hwy 393, Suite 203
Santa Rosa Beach, FL 32549
Email: hdykes@handfirm.com

DRAFT

19. **NO THIRD-PARTY BENEFICIARIES**

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

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

| City of Mary Esther | Panhandle Animal Welfare Society |
|---|---|
| _____ | _____ |
| Jared Cobb, City Manager | Print:<br>Its: |

# AGENDA ITEM

**Agenda Item 11.5.**

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

**FROM:** Jared Cobb, City Manager

**DATE:** December 8, 2025

**SUBJECT:** Resolution 25-23: Approval of Managed IT and Cybersecurity Agreement with Digital Boardwalk

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**BACKGROUND:**
On November 17, 2025, the City Council selected Digital Boardwalk as the first-ranked proposer for RFP 2025-01, Managed IT and Cybersecurity Services, and authorized the City Manager to negotiate a final contract. This action followed a comprehensive evaluation process that included eight responsive proposals, scoring by a review committee, reference checks, and interviews with the top three-ranked firms.

Digital Boardwalk was selected based on their strong technical approach, vendor qualifications, competitive pricing, and overall score of 83.26 points out of 100 possible points.

**DISCUSSION:**
Following Council direction, staff negotiated a Professional Services Agreement with Digital Boardwalk to provide comprehensive Managed IT and Cybersecurity Services for the City. Resolution No. 25-23, attached hereto, authorizes the execution of the contract with Digital Boardwalk. Contract highlights include:

- **Contract Term:** One (1) year, with up to four annual renewals at the city's option
- **Annual Cost:** Depends on the number of users; $43,083 for twenty-five (25) users
- **Performance Standards:** Response within 2 hours for critical incidents, 4 hours for normal incidents
- **Termination Provisions:** Ninety (90) day termination for convenience
- **Payment Terms:** Monthly

**FINANCIAL IMPACT:**
The estimated cost for Managed IT and Cybersecurity Services is $43,083, which is within the allocated budget of $71,000.

**RECOMMENDATION:**
Motion to approve Resolution No. 25-23, approving the agreement with Digital Boardwalk for Managed IT and Cybersecurity Services and authorizing the City Manager to execute the

contract.

**ATTACHMENT(S):**

1. Resolution 25-23
2. Exhibit A: Managed IT and Cybersecurity Agreement
3. Exhibit B: Managed IT and Cybersecurity Proposal and Amendments

**RESOLUTION NO. 25-23**

**A RESOLUTION OF THE CITY OF MARY ESTHER, FLORIDA, APPROVING THE DIGITAL BOARDWALK CONTRACT FOR MANAGED IT AND CYBERSECURITY SERVICES IN THE CITY OF MARY ESTHER, FLORIDA.**

**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 on behalf of the City the Managed IT and Cybersecurity Services contract with Digital Boardwalk, attached hereto as **Exhibit A and Exhibit B,** and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.

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

**PASSED, APPROVED AND ADOPTED** in regular session this 8th day of December 2025.

**CITY OF MARY ESTHER**

By: _____
Chris Stein, Mayor

**ATTEST**:

_____
Dillon Morris, City Clerk

Back to Legal

Last Modified: 2024-10-07 15:04 CDT

# TERMS OF SERVICE

This is a legal agreement between the person or organization ("**Customer**" or **"you**") agreeing to these Terms of Service (the "**Terms**") and Digital Boardwalk, Inc. ("**Digital Boardwalk**", "**Service Provider**," "**us**," or "**we**"). By accepting these Terms, you represent that you are of legal age and have the authority to bind the Customer to: (a) Service Provider's quote to Customer (the "**Quote**"); (b) these Terms; (c) the "**Service Terms**" located at https://db.mytos.page; and (d) the "**Service Descriptions**" located at https://db.mytos.page, (all of the foregoing, the "**Agreement**"). This Agreement remains valid until superseded by a revised agreement mutually endorsed by the parties. Customer and Service Provider hereby enter into this Agreement for information technology services upon the following terms and conditions.

## 1. Services

Service Provider agrees to provide Customer the services described in the Quote and the corresponding Service Descriptions (the "**Services**"). Service Provider may from time to time change the Services provided to Customer under this Agreement. Customer may order, and Service Provider may agree to provide, additional services not covered by this Agreement ("**Out of Plan Services**") at rates set forth in the "**Standard Labor Rates**" located at https://db.mytos.page/standard-labor-rates. The Services and the Out of Plan Services shall be referred to, collectively, as the "Services."

## 2. Term and Termination

### 2.1 Term

The initial term of this Agreement begins upon Customer's acceptance of the Quote (the "**Effective Date**"). Unless specified otherwise on the Quote, this Agreement is effective for a term of thirty-six (36) months from the Effective Date (the "**Term**"). Thereafter, unless terminated in accordance with the terms of this Agreement, this Agreement will automatically renew on the expiration of each Term for an additional Term.

### 2.2 Termination

#### 2.2.1 Termination Without Cause

Either party may terminate this Agreement at any time upon ninety (90) days' written notice to the other party. The terminating party's notice of termination must include an effective date of termination (the "**Termination Date**") upon which all Services shall be terminated. The Termination Date shall be no less than ninety (90) days from the date the notice of termination was delivered to the receiving party.

#### 2.2.2 Termination With Cause by Customer

Upon Service Provider's failure to perform or observe any material term or condition of this Agreement and failure to correct within sixty (60) days after receipt of written notice from Customer of such failure, Customer may terminate the Services affected by such breach. Customer's notice of termination must include an effective date of termination (the "**Termination Date**") upon which all Services shall be terminated. The Termination Date shall be no less than thirty (30) days from the date the notice of termination was delivered to Service Provider.

#### 2.2.3 Termination With Cause by Service Provider

Upon Customer's failure to pay any outstanding charges within ten (10) days of receipt of written notice from Service Provider of delinquency, Service Provider may terminate this Agreement and the Services immediately.

### 2.3 Effect of Early Termination

Upon early termination of this Agreement by Customer pursuant to Section 2.2.1 or by Service Provider pursuant to Section 2.2.3, Customer will be liable for the following: (a) All charges incurred as of the date of termination; (b) 100% of the balance of any licensing and service commitments as defined in the Service Descriptions; (c) return to Service Provider any rental or promotional equipment as defined in the Service Descriptions; (d) 100% of the remaining Agreement balance including all fees, costs, expenses, or other items charged by Service Provider to Customer as of the Termination Date; and (e) any costs caused by Customer's early termination of the Agreement. Notwithstanding anything to the contrary herein, Customer

shall remain fully responsible for full and complete performance of its obligations to third parties for any third party products and services provided to Customer in connection with Service Provider's Services, including but not limited to full and complete payment of any and all third party fees and costs.

### 2.4 Responsibilities Following Notice of Termination

#### 2.4.1 Customer Termination Responsibilities

Prior to Service Provider beginning any termination or transfer of the Services, Customer must (a) perform its obligations under and in accordance with this Agreement including, if applicable, Section 2.3; (b) remit full and complete payment for all outstanding balances owed to Service Provider under and in accordance with this Agreement; and (c) return to Service Provider any rental or promotional equipment as defined in the Service Descriptions, (all of the foregoing, the "**Customer Termination Responsibilities**").

#### 2.4.2 Service Provider Termination Responsibilities

Upon Customer's complete performance of its obligations pursuant to Section 2.4.1, Service Provider will (a) provide Customer any administrative credentials for Customer-owned systems that are documented in Service Provider's knowledge base; (b) upon request by Customer to Service Provider, create administrative credentials on Customer-owned systems specified by Customer to which Service Provider has administrative access at the time of Customer's request; (c) provide Customer a list of any technical tasks Customer must complete prior to Service Provider's termination of the Services to avoid interruption to Customer's operations; (d) approve any third party service transfer requests initiated by Customer to Service Provider; and (e) to the best of its ability, remotely remove all software and access in connection with the Services from Customer systems, (all of the foregoing, the "**Service Provider Termination Responsibilities**"). Unless otherwise listed as a Service Provider Termination Responsibility, Service Provider shall not have any obligation to provide Customer information or support both during and following termination of the Services, including, without limitation, repair of any Customer systems that experience technical issues or interruption following termination of the Services.

## 3. Eligibility

Customer equipment (computers, servers, network devices, and software) must meet minimum eligibility requirements in order to be eligible for a support and maintenance program. These minimum eligibility requirements (the "**Service Requirements**") are located at https://db.mytos.page/service-requirements. If Customer equipment does not meet the Service Requirements, Service Provider may provide one of the following: (i) Provide the services necessary at the Standard Labor Rates to achieve eligibility; or (ii) Service Provider will continue to support and maintain Customer equipment at the Standard Labor Rates without guarantee of serviceability as set forth in the Service Descriptions.

## 4. Payment

### 4.1 Fees

Service Provider's monthly fee as established by the Quote will be paid by Customer on or before the fifteenth (15th) day of each month during the Term of this Agreement. Service Provider will charge Customer in advance for Services unless an alternative payment schedule is set forth. Service Provider will invoice Customer on, or within reasonable timeframe of, the first (1st) day of each month. Service Provider will commence invoicing on the Effective Date for all Services, whether or not Services have been activated before the time of invoicing. Service Provider will not be liable for refunding Services not activated before the time of invoicing, or for issuing partial refunds for Services not yet activated that Customer cancels following acceptance of this Agreement.

### 4.2 Service Quantity Adjustments

Based on Customer's usage of the Services, Customer may increase or decrease the licensed quantity of individual Services at any time during the Term of this Agreement, and Service Provider will increase or decrease the invoice amount to Customer respectively, subject to any specific term commitments for the individual Service. Unless requested by Customer in writing to Service Provider, and unless approved in writing by Service Provider, the licensed quantity of individual Services shall be no less than the licensed quantity of individual Services in the Quote.

### 4.3 Price Adjustments

Service Provider reserves the right to assess additional fees or increase the price of any third-party licenses to which Customer subscribes at any time during the Term of this Agreement. Third-party licenses include, but are not limited to, Microsoft 365 licensing, backup and disaster recovery licensing, cybersecurity licensing, and cloud hosting licensing. Service Provider also reserves the right to increase the price of Services annually by 3% or the Consumer Price Index ("**CPI**"), whichever is greater, or such other broadly equivalent index which Service Provider substitutes, over the previous year. Service Provider shall provide Customer thirty (30) days' written notice of any such price adjustment.

### 4.4 Taxes

Amounts payable by Customer hereunder do not include local, state, or federal sales, use, value-added, or other taxes or tariffs of the United States of America or other countries based on the licenses of Services provided under this Agreement or Customer's use thereof. Customer will pay all such taxes or tariffs as may be imposed upon Service Provider or Customer, except income taxes imposed on Service Provider by the United States of America or any state or local government therein. Customer will be invoiced for, and Customer will pay, any such taxes or tariffs if Service Provider is required to pay them on Customer's behalf.

### 4.5 Delinquent Payments

The unpaid amount of any payment due from Customer under this Agreement shall accrue interest at the rate of fifteen percent (15%) per annum of the balance, or $10.00, whichever total is greatest, from the first day following the date on which payment is due until the date payment is made. Upon Customer's failure to pay any outstanding charges within five (5) days of receipt of written notice from Service Provider of delinquency, Service Provider may suspend Services immediately.

## 5. Customer Responsibilities

### 5.1 Support Requests

Customer shall submit all support requests via Service Provider's "**Support Portal**" located at https://support.digitalboardwalk.com. In the event of an emergency as defined in "**Service Request Priority**" located at https://db.mytos.page/service-request-priority, Customer shall, in addition to submitting the support request via the Support Portal, call Service Provider at (850) 637-8000.

### 5.2 Customer Authorized Contact

Customer will identify one individual to be Service Provider's primary Customer contact (the "**Primary Contact**"). Customer represents that the Primary Contact has the authorization to make decisions on behalf of Customer and may be relied upon by Service Provider when providing the Services.

### 5.3 Cyber Liability Insurance Coverage

Customer acknowledges that Customer is solely responsible for obtaining and maintaining, for the duration of this Agreement, its own Cyber and Privacy Liability Insurance to adequately insure its cyber exposures. Customer acknowledges that Service Provider does not provide Customer with any form of Cyber and Privacy Liability or other insurance coverage in connection with the Services and that Customer's use of the Services does not, in any way (i) replace a Cyber and Privacy Liability policy, (ii) mitigate Customer's need for Cyber and Privacy Liability insurance coverage, or (iii) relieve Customer's responsibility for obtaining its own Cyber and Privacy Insurance coverage.

### 5.4 Provision of Materials and Services

Customer agrees to timely furnish, at its own expense, all personnel, all necessary computer hardware, software and related materials, and appropriate and safe workspaces for purposes of Service Provider performing the Services. Customer will also provide Service Provider with access to all information, passwords, and facilities requested by Service Provider that is necessary for Service Provider to perform the Services. Access may be denied for any reason at any time, however if access to information, passwords or facilities is denied, Customer understands that the Service Provider may be unable to perform their duties adequately and if such a situation should exist, the Service Provider will be held harmless.

### 5.5 Remote Access

In order to deliver Services in a timely manner, Service Provider may use unattended remote support technologies to fulfill support requests. Customer acknowledges that Service Provider may, as required to deliver Services, access Customer's computer network without further consent or approval.

### 5.6 Customer Responsibility for Equipment

Customer acknowledges that from time to time (a) Service Provider may identify additional items that need to be purchased by Customer; and (b) changes to Customer's systems may be required in order for Service Provider to meet Customer's requirements. In connection therewith, Customer agrees to work in good faith with Service Provider to effectuate such purchases or changes. In the event that Service Provider is required to purchase any assets (including computer hardware and/or software) in connection with Service Provider providing the Services, all such assets will remain the sole property of Service Provider unless specifically stated otherwise in writing. Customer will be responsible for the quality, completeness, and workmanship of any item or service furnished by it and for ensuring that the materials provided to Service Provider do not infringe or violate the rights of any third party. Customer will maintain adequate backup for all data and other items furnished to Service Provider.

furnished to Service Provider.

### 5.7 Customer Responsibility for Rental Equipment

Service Provider may deliver to Customer technology hardware ("**Rental Equipment**") as part of an equipment rental program. Rental Equipment delivered to Customer remains the property of Service Provider (or its third party service providers) and will never be deemed a fixture to any real property owned by Customer or any third party. Customer accepts for use in its "AS-IS" condition the Rental Equipment listed on the Quote and accepts full financial responsibility for its care while in Customer's possession. Customer agrees to return all Rental Equipment to Service Provider no later than seven (7) days prior to the Termination Date (the "**Return Window**") pursuant to Section 2.2. Customer will be responsible for the replacement, at full retail value, of any Rental Equipment included under this Agreement that is (a) not returned to Service Provider during the Return Window; (b) returned to Service Provider in a non-functional state; or (c) returned to Service Provider with damage, missing components, excessive wear, or any other condition worse than the condition Customer received the Rental Equipment in. Customer will not remove or relocate Rental Equipment without Service Provider's prior written consent.

### 5.8 Timeliness

Any timetable for the Services is dependent on timely receipt from Customer of all necessary items and authorizations to be supplied by it. In the event of a delay in delivery of any such items by Customer, any estimated completion date will be deferred for a period equal to the time lost by reason of the delay.

### 5.9 Software Installation or Replication

If Service Provider is required to install or replicate Customer software as part of the Services, Customer will independently verify and warrant to Service Provider that all such software is properly licensed. Customer's act of providing any software to Service Provider will be deemed Customer's affirmative acknowledgement and warranty to Service Provider that Customer has a valid license for such software which permits Service Provider to perform the Services related thereto. In addition, Customer will retain the duty and obligation to monitor Customer's equipment for the installation of unlicensed software unless Service Provider, in a written statement of work ("**SOW**"), expressly agrees to conduct such monitoring. Customer will indemnify, defend, and hold harmless Service Provider against all damages and expenses it may incur (including reasonable attorney's fees and costs, as well as any expert fees and costs incurred) related to, caused by, or arising from Customer providing infringing materials to Service Provider or any Customer breach of this Section 5.9.

## 6. Proprietary Rights

### 6.1 Service Provider Intellectual Property

The parties acknowledge and agree that Service Provider may use proprietary computer software, methodology, inventions, improvements, works of authorship, trademarks, service marks, techniques, software libraries, tools, algorithms, materials, products, ideas, skills, designs, know-how, or other intellectual property owned by Service Provider or its licensors, and Service Provider may also create additional intellectual property in the performance of the Services (all of the foregoing, the "**Service Provider Intellectual Property**"). Service Provider Intellectual Property shall include, without limitation, Service Provider's User Guides, the information and content found at Service Provider's Self-Help Center, the information and content found in Service Provider's ticketing system and Support Portal, as well as Service Provider's scripts, monitors, alerts, diagrams, documented procedures, documented fixes, and Customer-specific documentation. Customer agrees that any and all proprietary rights to the Service Provider Intellectual Property, as it existed as of the date hereof and as it may be modified or created in the course of providing the Services, including patent, copyright, trademark, and trade secret rights, to the extent that they are available, are the sole and exclusive property of Service Provider, free from any claim or retention of rights thereto on the part of Customer, and Customer hereby assigns to Service Provider any rights it may have in any of the foregoing.

### 6.2 Customer Data Ownership and Responsibility

Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any data, information or material proprietary to Customer and provided or submitted by Customer to the Service Provider in the course of using the Services (collectively, "**Customer Data**"), and Service Provider shall only be responsible or liable for the deletion, destruction, damage, or loss of Customer Data due to Service Provider's negligence or failure to perform its requirements herein. Customer has, and shall retain, ownership of all Customer Data. Customer maintains the right to request full copies of Customer Data at any time and Service Provider shall deliver Customer Data as expediently as the Services and physical transit permits. In the event that this Agreement is terminated, Service Provider shall make available to Customer a file of the Customer Data within thirty (30) days of termination if Customer so requests at the time of termination, provided, however, that (i) Customer has performed its obligations pursuant to Section 2.4.1; and (ii) if third parties whose products or services are terminated as a result of the termination of this Agreement are unable to provide Customer Data in their possession, Service Provider shall not have any obligation to provide such Customer Data to Customer. Customer is responsible for all costs associated with the export, physical storage, and shipment of Customer Data from Service Provider to Customer including, but not limited to encrypted storage drives,

shipment and logistics costs, bandwidth, and data export costs. No Customer Data shall be released by Service Provider without the written consent of Customer.

### 6.3 Restrictions

Customer will not copy, use, modify, or distribute any Service Provider Intellectual Property except as expressly licensed in this Agreement. Customer will not remove the Service Provider Intellectual Property from any deliverables or cause or permit the modification, distribution, reverse engineering, decompilation, disassembly, or other translation of the Service Provider Intellectual Property. Customer will not alter, change, or remove from the Service Provider Intellectual Property any identification, including copyright and trademark notices, and further agrees to place all such markings on any copies thereof.

## 7. Relationship of Parties

Service Provider is an independent contractor. The relationship between Service Provider and Customer shall be that of independent contractors. Neither party has the right or authority to assume or to create any obligations or responsibility on behalf of the other party. This Agreement shall not be construed to create a joint venture, partnership, employment relationship, or any other type of relationship between the parties.

## 8. Services Warranty

Service Provider warrants that it will perform the Services substantially in accordance with the specifications set forth in the Service Descriptions and Quote. For any breach of the foregoing warranty, Service Provider will exercise commercially reasonable efforts to re-perform any non-conforming Services that were performed within the ten (10) business day period immediately preceding the date of Customer's written notice to Service Provider specifying in reasonable detail such non-conformance. If Service Provider in its sole discretion concludes that conformance is impracticable, then Service Provider will refund all fees paid by Customer to Service Provider hereunder, if any, to the extent such fees are allocable to such nonconforming Services.

## 9. Third Party Products

As part of the Services, Service Provider may offer or provide products or services from third parties. Customer will accept and agree to all terms and conditions required by third parties which provide products or services in connection with the Services. Customer will accept and agree to such third party terms even if the duration of third party agreements exceeds the duration of this Agreement. Customer's breach of any third party terms and conditions for third party products or services provided in connection with the Services shall constitute a breach of this Agreement by Customer. Service Provider makes no representations or warranties regarding any third party products or services. Product warranties for third party products, if any, are provided by the manufacturers thereof and not by Service Provider. Service Provider's sole obligation is to act on behalf of Customer to assist in the satisfaction of any such warranty.

## 10. Disclaimers

### 10.1

The express remedies set forth in Section 8 will constitute Customer's exclusive remedies for any breach by Service Provider of any term or condition herein, and Service Provider's sole obligation and liability, for any claim (a) that a Service or deliverable provided hereunder does not conform to specifications or is otherwise defective; or (b) that the Services were performed improperly.

### 10.2

Service Provider shall not be responsible for impairments to the Services caused by acts within the control of Customer or its employees, agents, contractors, suppliers or licenses, the interoperability of Customer applications, or other cause reasonably within Customer's control and not reasonably related to services provided under this Agreement.

### 10.3

Service Provider shall not be responsible for any claims, losses, damages, or costs resulting from a security incident (a "**Cyber-Attack**") due to Customer's non-compliance with the requirements set forth in the Service Requirements. Customer is responsible for preventing unauthorized access to its premises, systems, machines, and networks. Service Provider will not communicate with, or pay ransoms to, cyber-criminals, either directly or on behalf of Customer. Service Provider will not be responsible for any financial compensation or reimbursement to Customer if Customer incurs costs from a Cyber-Attack, or pays ransoms to cyber-criminals.

### 10.4

EXCEPT FOR THE WARRANTIES MADE BY SERVICE PROVIDER IN SECTION 8, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CUSTOMER, THE SERVICES AND ANY DELIVERABLES ARE PROVIDED STRICTLY "AS-IS." SERVICE PROVIDER DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESSED, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SERVICES OR ANY DELIVERABLES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.

**10.5**

SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES OR ANY DELIVERABLES WILL MEET ANY CUSTOMER REQUIREMENTS NOT SET FORTH HEREIN, THAT ANY DELIVERABLES WILL OPERATE IN THE COMBINATIONS THAT CUSTOMER MAY SELECT FOR USE, THAT THE OPERATION OF ANY DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF PRE-PRODUCTION (E.G., "ALPHA" OR "BETA") RELEASES OF SOFTWARE ARE PROVIDED TO CUSTOMER, SUCH COPIES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.

**10.6**

Except as may be done in accordance with Section 10.1, no statement by any Service Provider employee or agent, orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify this Agreement in any way whatsoever.

## 11. LIMITATION OF LIABILITY

IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ENHANCED DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, SERVICE PROVIDER'S PERFORMANCE UNDER THIS AGREEMENT, OR OTHER CONDUCT OF SERVICE PROVIDER REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT SERVICE PROVIDER WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTORY, OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SERVICE PROVIDER'S LIABILITY TO CUSTOMER ON ACCOUNT OF ANY ACTS OR OMISSIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO PROVIDED DIRECT DAMAGES IN AN AGGREGATE AMOUNT NOT TO EXCEED THE LESSER OF $1,000 OR THE AMOUNTS PAID BY CUSTOMER FOR ANY SERVICES DURING THE THREE (3) MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM FOR DAMAGES. THESE LIMITATIONS APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT.

IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR ANY DAMAGES OR LIABILITY WHATSOEVER, WHETHER DIRECT, INDIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ENHANCED DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, OR INJUNCTIVE OR EQUITABLE RELIEF OF ANY KIND, ARISING OUT OF OR RELATING TO ANY PRODUCT OR SERVICE PROVIDED BY A THIRD PARTY, REGARDLESS OF: (A) WHETHER THE DAMAGES OR INJURY WERE FORESEEABLE; (B) WHETHER OR NOT SERVICE PROVIDER WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES OR INJURY; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTORY, OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

## 12. Essential Basis of Bargain

Customer acknowledges and agrees that the fees charged by Service Provider in this Agreement reflect the overall allocation of risk between the parties, including by means of provisions for limitation of liability and exclusive remedies described in this Agreement. Such provisions form an essential basis of the bargain between the parties and a modification of such provisions would affect substantially the fees charged by Service Provider hereunder. In consideration of such fees, Customer agrees to such allocation of risk and hereby waives any and all rights, through equitable relief or otherwise, to subsequently seek a modification of such provisions or allocation of risk.

## 13. Force Majeure

With the exception of Customer payment for service rendered, neither party shall be liable or responsible to the other party, or be deemed to have breached this Agreement for any failure to fulfill or perform any term or condition of this Agreement, or for a delay in performance of any term or condition of this Agreement, where such failure or delay is caused by or results from acts or circumstances reasonably beyond the impacted party's (the "**Impacted Party**") control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion,

hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; (i) epidemics, pandemics, and disease outbreaks; and (j) other events beyond the control of the Impacted Party. The Impacted Party shall give notice within thirty (30) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event(s) are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ninety (90) days following written notice given by it under this Section 13, either party may thereafter terminate this Agreement upon thirty (30) days' written notice.

## 14. Confidentiality

### 14.1 Confidential Information

In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 14.2, "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential."

### 14.2 Protection of Confidential Information

As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) except as may be permitted by and subject to its compliance with Section 14.4, not disclose or permit access to Confidential Information other than to its representatives who (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement, (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 14, and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 14; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care; and (d) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 14.

### 14.3 Exclusions

Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records, was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

### 14.4 Mutual Representations and Warranties

If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 14.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 14.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

## 15. Non-Solicitation

During the term of this Agreement and for a period of one (1) year thereafter, each party to this Agreement will not, without the prior written approval of the other party, solicit for employment of employee(s) of the other party, or directly or indirectly induce any such employee to terminate his or her employment with the other party.

## 16. Insurance

Service Provider agrees to maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, to the extent this Agreement creates exposure generally covered by the following insurance policies, Service Provider will maintain at its own sole cost and expense at least the following insurance covering its obligations under this Agreement: (a) Commercial General Liability including (i) bodily injury, (ii) property damage, (iii) contractual liability coverage, and (iv) personal injury, in an amount not less than One Million Dollars ($1,000,000) per occurrence; (b) Business Automobile Liability for owned, hired and non-owned vehicles in an amount of not less than One Million Dollars ($1,000,000) for each accident; (c) Workers Compensation at statutory limits; and (d) Professional Liability Insurance covering errors and omissions and wrongful acts in the performance of the Services in a single limit per occurrence amount of not less than Two Million Dollars ($2,000,000).

## 17. Modification of Agreement

Customer agrees and acknowledges that Service Provider may change the terms and conditions of this Agreement, including the Service Terms and Service Descriptions, from time to time. Service Provider will provide Customer with thirty (30) days' written notice of any such changes via Customer's e-mail address, that being the e-mail address for Customer set forth in accordance with Section 19.8. It is Customer's responsibility to check its e-mail account for any such notices. Service Provider will post all terms and conditions on its website located at https://db.mytos.page for Customer to review upon notice of changes. Customer agrees that if Customer does not provide Service Provider with notice of an objection to such change(s) within thirty (30) days of receipt of an e-mail providing notice of such change(s), Customer will be deemed to have accepted such change(s). If Customer does provide notice of an objection to such changes within thirty (30) days, the parties will negotiate regarding the proposed change(s), but all other terms and conditions will remain valid and binding.

## 18. Publicity

Customer grants to Service Provider a worldwide, perpetual right and license to use and display Customer's name, logo, trademarks, trade names, and written or recorded testimonials by Customer about its experience with Service Provider, (all of the foregoing, the "**Customer Materials**"), on Service Provider's website and in other advertising and promotional materials for the purposes of identifying Customer as a client of Service Provider and publicizing Service Provider's services. Upon request by Customer to Service Provider, Service Provider will not publicize Customer Materials and will remove Customer Materials from Service Provider's website and other advertising and promotional materials within thirty (30) days following receipt of the request.

## 19. General

### 19.1 Entire Agreement

This Agreement together with the Quote, Service Descriptions, Order Terms, and Service Terms, which are hereby incorporated herein by this reference, contain all the agreements, representations, and understandings of the parties and supersedes any previous understandings, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. To the extent there is any inconsistency between a term of this Agreement and a term of any Service Description or Quote, the term of this Agreement will govern the performance of Services thereunder.

### 19.2 Severability

If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable by any court or authority in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to, and if they cannot agree, the court or other authority may, modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

### 19.3 No Waiver

No failure on the part of either party to exercise, and no delay in exercising, any right, power, or privilege will operate as a waiver thereof; nor will any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

### 19.4 Choice of Law

This Agreement, including all Service Descriptions and other related documents, and all matters arising out of or relating to this Agreement, whether sounding on contract, tort, or statute, shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its choice of law provisions.

### 19.5 Jurisdiction

Any legal suit, action, or proceeding arising out of or relating to this Agreement, including all Service Descriptions and other related documents, shall be instituted in any state or federal court located in Escambia County, Florida, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

### 19.6 Attorneys' Fees

In the event that any party institutes any legal suit, action, or proceeding against the other party arising out of or relating to this Agreement, including all Service Descriptions and other related documents, the prevailing party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

### 19.7 No Third Party Beneficiaries

This Agreement is an agreement between the Parties, and confers no rights upon any of the Parties' employees, agents, contractors, or customers, or upon any other person or entity other than Service Provider.

### 19.8 Notices

Any notice required under this Agreement shall be sent by e-mail to the e-mail address of the party set forth below, and in addition, may also be sent by registered mail, return receipt requested, facsimile, overnight express mail, or personal delivery to the physical address of the party set forth below.

> **Customer**: Notices to Customer shall be sent to the Customer contact listed on the accepted Quote. Additional Customer contacts for notices will be added upon request by Customer to Service Provider.
>
> **Service Provider**: Notices to Service Provider shall be sent to the e-mail address as set forth under "**Legal Notices**" located at https://db.mytos.page.

Notices sent by e-mail shall be deemed effective upon sending. Notices sent by registered mail shall be deemed effective on the third business day following mailing. Notices sent otherwise shall be deemed effective on receipt. A party may change its e-mail address and/or physical address for notices upon thirty (30) days' prior written notice.

### 19.9 Assignment

Customer shall not assign or delegate any of its rights or obligations hereunder without the prior written consent of Service Provider, which consent shall not be unreasonably withheld. Any purported assignment or delegation by Customer in violation of this Section 19.9 shall be null and void. No assignment or delegation by Customer shall relieve Customer of any of its obligations hereunder (including, but not limited to, full and complete payment) unless Service Provider enters into an express written fully executed novation releasing Customer of its obligations under the Agreement.

### 19.10 Online Access to Agreement and Terms

Service Provider will maintain a current form of its Agreement on its website, located at https://db.mytos.page.

### 19.11 Survivability

Sections 2, 6, 10, 11, 12, 14, 15, 18, and 19 shall survive the termination of this Agreement.

## Changelog

| Date | Previous Language | New Language |
|---|---|---|
| 07/18/2022 | – | [Original Publishing] |
| 09/08/2022 | – | [Section anchor addition. No change to language.] |
| 04/11/2023 | – | 4.5 Delinquent Payments |
| 09/26/2024 | 5.3 Cyber Liability Insurance Coverage<br><br>Customer agrees to maintain cyber liability insurance coverage during the Term of this Agreement with a limit not less than One Million Dollars ($1,000,000) for each occurrence covering (i) claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or | 5.3 Cyber Liability Insurance Coverage<br><br>Customer acknowledges that Customer is solely responsible for obtaining and maintaining, for the duration of this Agreement, its own Cyber and Privacy Liability Insurance to adequately insure its cyber exposures. Customer acknowledges that Service Provider does not provide Customer with |

| | | |
|---|---|---|
| | unintentional release of private information, alteration to electronic information, extortion, and network security; (ii) breach response costs including, without limitation, legal costs, notification costs, forensics, credit protection services, call center services, identity protection services, and crisis management/public relations expenses; and (iii) payment of regulatory fines and penalties. | any form of Cyber and Privacy Liability or other insurance coverage in connection with the Services and that Customer's use of the Services does not, in any way (i) replace a Cyber and Privacy Liability policy, (ii) mitigate Customer's need for Cyber and Privacy Liability insurance coverage, or (iii) relieve Customer's responsibility for obtaining its own Cyber and Privacy Insurance coverage. |
| 10/07/2024 | – | [Section anchor addition. No change to language.] |


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Pensacola, FL 32503

Digital Boardwalk
PLUG INTO SMARTER I.T.

# Proposal for RFP ME-IT- 2025-001: IT and Cybersecurity Services

City of Mary Esther
Quote #AAAQ11758-01
Date: 12/5/2025
Pricing Expires: 12/31/2025 6:59:00 PM

Microsoft Solutions Partner
Modern Work

CYBER AB CMMC CERTIFICATION
REGISTERED PRACTITIONER ORGANIZATION RPO

## *YOUR SINGLE PARTNERSHIP FOR AWARD-WINNING TECHNOLOGY SOLUTIONS*

**STATEMENT OF CONFIDENTIALITY**
This document contains trade secrets and information that is company sensitive, proprietary, and confidential, the disclosure of which would provide a competitive advantage to others. Therefore, this document shall not be disclosed, used, or duplicated, in whole or in part, for any purposes other than to evaluate the requirements herein.

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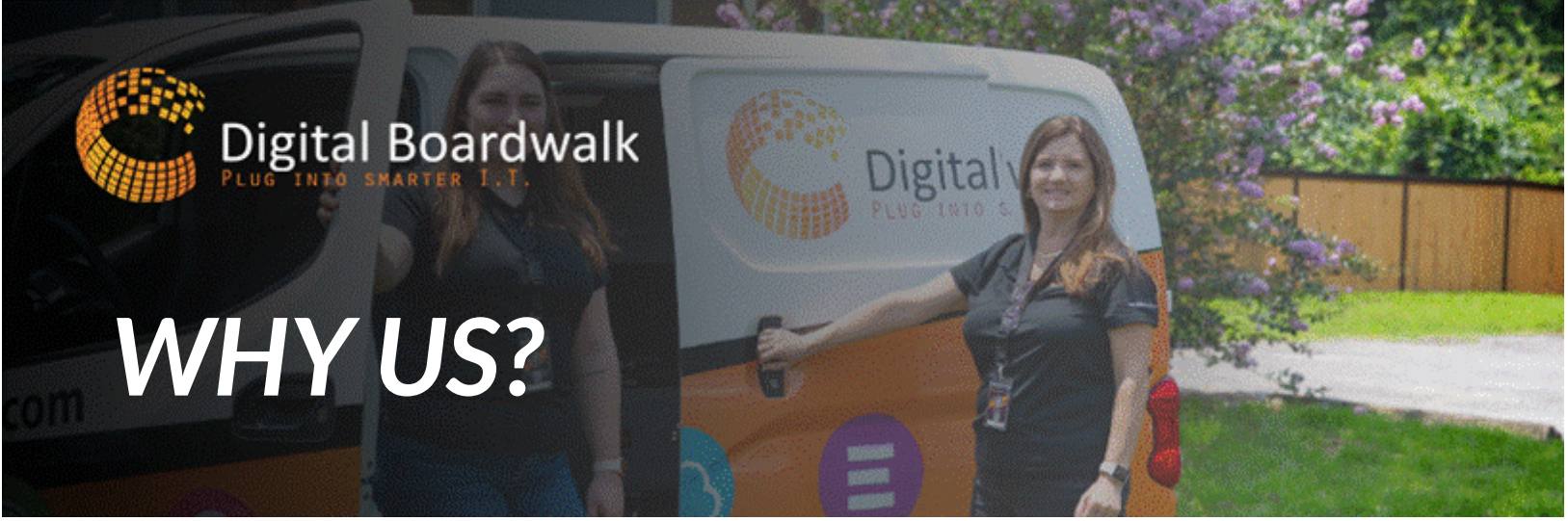



## AWARD-WINNING TEAM

Join thousands of other satisfied customers who consistently rate Digital Boardwalk as #1.

**Ten-Time Winner:**
*World's Most Elite 501 Managed Service Providers*
2013-2025

**Winner:**
*Top 500 MSPs in North America Pioneer 250*
2024

**Four-Time Winner:**
*Top 5,000 Fastest Growing Private Companies in America*
2018-2021

## TRULY COMPREHENSIVE

On-site technology, cloud systems, third-party vendors, and everything in between – all managed.

- Help Desk
- Cybersecurity
- Compliance
- Microsoft 365
- VoIP Phones
- Cloud Hosting
- Backup
- Procurement
- Websites

## POWERED BY A.I.

We leverage custom-built artificial intelligence to solve problems faster than any human team.

## CONSISTENCY AT SCALE

A quick resolution to your requests. It's our primary focus, and what we do best day after day.

**500,000+ Service Requests**
completed in the last 12 months

**1-Hour Average**
time to resolve each request

**99% User Satisfaction**
from 3,000+ surveys completed in the last 12 months

# NOTES & SCOPE

## NOTES

MANAGED IT:

Proposed is our SupportPro™ managed IT solution, designed specifically for organizations seeking to fully outsource their IT and cybersecurity needs. With SupportPro™, you have access to a full team of IT professionals who are managing and supporting your technology 24/7. You are able to tap into this team for help as much as you need – there are no limits to the number of hours available to you each month.

In addition to our standard SupportPro™ offering, we have included an on-site support add-on, which allows you to include unlimited on-site labor time in your monthly recurring costs.

BACKUP:

Since there are no servers in the environment, we only need to consider protecting your data in Microsoft 365.

- Echo365™ Office 365 Backup User License
This solution will protect all your data stored in Microsoft 365, including your email, contacts, calendars, OneDrive files, Teams files, and SharePoint files. There is no limit to the amount of backup storage you use, and all data is retained indefinitely. One notable benefit of this backup solution is that you only pay for users who have an active license in Microsoft 365. If you terminate an employee and revoke their Microsoft 365 license, we still get to keep all historical backups for that employee should the account ever need to be restored. For more information, please refer to:
https://digitalboardwalk.com/managed-it-services/backup-recovery/#m365-backup

CYBERSECURITY:

Our proposal includes our recommended cybersecurity controls for your size of organization, industry, and compliance needs. Some of these solutions are mandatory with Digital Boardwalk, meaning they are included in the price of SupportPro™ and deployed regardless of your specific needs. Other solutions are strongly recommended based on our vast cybersecurity experience with your industry and insights about the current threat landscape. We have noted them accordingly below.

- (Mandatory) EnsurePoint™ Endpoint Security & Anti-Malware
This is an advanced endpoint detection and response (EDR) platform that serves as your last line of defense in the overall cybersecurity strategy. It leverages behavioral analysis and machine learning to detect threats without the need for traditional virus/malware definitions, helping to protect you from sophisticated zero-day cyber threats. For more information, please refer to:
https://digitalboardwalk.com/managed-it-services/cybersecurity/#endpoint-

## SCOPE OF WORK

Objectives:
- Provide comprehensive IT and cybersecurity management services, including:
--- System Administration
--- Network Management
--- Security Management
--- Backup & Disaster Recovery
--- Help Desk & Onsite Support
--- Third-Party Vendor Coordination
--- Cybersecurity Enhancement (NIST Framework)
--- Strategic IT Consulting
--- Disaster Recovery and Business Continuity Planning
--- IT Vendor Management

Scope of Work:
- Project Management
--- Set Customer Expectations (Procedure 6680952)
--- Verify New Project Scope of Work (Procedure 9691478)
--- Internal Pass-Down Meeting (Procedure 8376303)
--- Project Kick-Off Call
--- Pre-Planning Technical Review (Procedure 8376306)
--- Technical Review Follow-Up Call
--- Site Survey
--- Complete Service Transition Planner (Procedure 7217672)
--- Complete an Implementations to Service Pass-Down (Procedure 8615547)
--- Introduce Our Service Ops Team
--- Schedule Recurring vCIO Meetings
--- Send an Onboarding Complete Notification (Procedure 10553362)
- Implementation
--- SupportPro™/Elite™/Ally™
------ [Planning] Collect Customer User Information (Procedure 7225046)
------ [Planning] Upload Initial Site Documentation (Procedure 10558492)
------ [Planning] Confirm Which Users Require Remote Access (Procedure 7441338)
------ [Planning] Confirm Optional Automation (Procedure 7487459)
------ [Provisioning] Provision Technical Business Review Reporting (Procedure 7229957)
------ [Provisioning] Provision RMM (Procedure 7277515)
------ [Provisioning] Create a Pen Test Organization (Procedure 14926546)
------ [Pre-Config] Import Contacts Into ConnectWise PSA (Procedure 15536741)
------ [Pre-Config] Enable Automatic Computer Names (Procedure 13372551)
------ [Pre-Config] Enforce Automatic Idle Log Off (Procedure 7487405)
------ [Training] Point of Contact Training
------ [Training] Review Our New Customer Training Guide (Procedure 7204886)
------ [Training] Train Users on Secure Remote Access (Procedure 7446646)
------ [Training] Send a Solution Go-Live Notification (Procedure 10558566)

security

- (Mandatory) EnsureGateway™ Internet & DNS Security
This solution will inspect and protect all internet traffic, whether or not the end-user is initiating the connection, to verify the destination is safe. This helps to keep you safe from malvertising, ransomware key transmission, and other malicious websites. It also serves as a content filter, preventing your staff from reaching dangerous or inappropriate content online. For more information, please refer to:
https://digitalboardwalk.com/managed-it-services/cybersecurity/#dns-security

- (Mandatory) EnsureMail™ Email Threat Protection
With over 90% of successful cyber-attacks involving email in the chain of events, it is critical that this layer of security be implemented for your organization. All inbound and outbound email will be routed through our security platform and inspected. This helps keep you safe from spoofing, phishing, spear phishing, link masking, malicious attachments, and more. For more information, please refer to:
https://digitalboardwalk.com/managed-it-services/cybersecurity/#email-threat-protection

- (Mandatory) EnsureAware™ Phishing Simulation Testing
We will send a phishing email to each of your staff members on random days/times each month to see who engages. Those who do engage are redirected to additional cybersecurity training to raise awareness. You also receive a report each month if one or more of your staff failed the simulation, so you can identify where your organizational risks are..

- (Mandatory) EnsureAware™ Cybersecurity Awareness Training
In the Spring and Fall each year, your staff will be invited to take 8 educational training modules spread over 8 weeks each semester. We custom-curate this training to be both relevant and timely with current and emerging cyber threats. Each training takes approximately 10 minutes to complete. The trainings are fun and interactive, increasing participation and engagement. For more information, please refer to:
https://digitalboardwalk.com/managed-it-services/cybersecurity/#awareness-training

- (Mandatory) EnsureControl™ Cybersecurity Policy Enforcement
This adds security controls on your computers to close vulnerabilities and enforce security best practices such as enforcing password requirements, disabling vulnerable remote access protocols, and more. This powerful solution can also automatically detect the presence of ransomware through the use of canary files (aka “honey pots”). Within 2-3 seconds of suspicious activity being detected, the computer is automatically isolated from the local network and internet to prevent the attack from spreading and block the attacker from exfiltrating your data. For more information, please refer to:
https://digitalboardwalk.com/managed-it-services/cybersecurity/#ransomware-protection

- (Mandatory) EnsureVault™ Secure Information & Password Vault
Passwords are hard for anyone to manage, especially for organizations that must share passwords among certain staff members. This results in poor password hygiene and risky password reuse. To solve this problem, we provide you with a secure vault within which you can create unique and secure passwords, conveniently insert them into website login screens, or even share them with specific staff members. The vault even supports passwords with MFA, allowing you to easily enable additional security controls on other services you use without sacrificing the convenience of multi-user access. For more information, please refer to:
https://digitalboardwalk.com/managed-it-services/cybersecurity/#password-vault

- (Mandatory) EnsureScout™ Cloud SIEM
As business email compromise continues to rise as the predominant strategy for cyber-attacks, it is critical to detect suspicious behavior in real time before the attack can succeed. This solution allows us to detect attacks within minutes of it beginning. This technology has proven highly effective in recent months, allowing us to detect and stop threats for many different businesses. For more information, please refer to:
https://digitalboardwalk.com/managed-it-services/cybersecurity/#siem

------ [Installation] Uninstall Existing RMM from Systems
------ [Installation] Install RMM on Systems (Procedure 7310022)
------ [Installation] Take Site Photos (Procedure 7305359)
------ [Installation] Activate Network Probe (Procedure 7228168)
------ [Installation] Set Patch Stages (Procedure 7228905)
------ [Go-Live] Revoke Existing IT Admin Access (Procedure 17456598)
------ [Go-Live] Update Change Control Log
------ [Go-Live] Grant Remote Access to Managed Systems (Procedure 7441067)
------ [Go-Live] Perform External Vulnerability Assessment (Procedure 7268988)
------ [Go-Live] Create Customer Computer Setup SOP
------ [Go-Live] Create Customer User Onboarding SOP
------ [Go-Live] Create Customer User Offboarding SOP
------ [Go-Live] Complete a Best Practices Compliance Audit (Procedure 8341662)
------ [Go-Live] Submit Technology Change Recommendations
--- EnsurePoint™
------ [Provisioning] Provision EnsurePoint™ Account (Procedure 7351659)
------ [Pre-Config] Add EnsurePoint™ Policy Groups (Procedure 7352696)
------ [Pre-Config] Link EnsurePoint™ to RMM (Procedure 7352861)
------ [Installation] Remove All Existing Endpoint Security Software (Procedure 7353290)
------ [Installation] Enable EnsurePoint™ Automatic Deployment (Procedure 7330138)
------ [Go-Live] Move Endpoints Into EnsurePoint™ Policy Groups (Procedure 7989470)
------ [Go-Live] Update Change Control Log
--- EnsureGateway™
------ [Provisioning] Provision EnsureGateway™ Service (Procedure 7361755)
------ [Pre-Config] Add EnsureGateway™ Policy Groups (Procedure 7362045)
------ [Pre-Config] Configure EnsureGateway™ DHCP Network Settings (Procedure 7363240)
------ [Pre-Config] Configure EnsureGateway™ Entra ID Domain Override (Procedure 7399515)
------ [Go-Live] Move Endpoints Into EnsureGateway™ Policy Groups (Procedure 7362237)
------ [Go-Live] Update EnsurePoint™ Default Deployment Policies (Procedure 7362989)
------ [Go-Live] Update Change Control Log
--- EnsureControl™
------ [Training] Send a Solution Go-Live Notification (Procedure 10558566)
------ [Go-Live] Activate EnsureControl™ Policies (Procedure 7343175)
------ [Go-Live] Update Documentation for EnsureControl™
------ [Go-Live] Update Change Control Log
--- BuzzCloud™
------ [Provisioning] Create a Microsoft 365 GDAP Relationship Request (Procedure 13726977)
------ [Pre-Config] Assign GDAP Security Group Roles (Procedure 13734990)
------ [Pre-Config] Create a Global Admin Account (Procedure 7548202)
------ [Pre-Config] Create a Microsoft 365 Partner Relationship Request
------ [Pre-Config] Activate Microsoft 365 Contact Sync
------ [Pre-Config] Create an AppRiver GDAP Relationship Request (Procedure 13756667)
------ [Pre-Config] Order Microsoft 365 Licensing (Procedure 6016645)
------ [Pre-Config] Enable Microsoft 365 Unified Audit Logging (Procedure 18353325)
------ [Pre-Config] Enable Auto-Expanding Archive (Procedure 14894826)
------ [Pre-Config] Enable DKIM in Microsoft 365 (Procedure 15639531)
------ [Pre-Config] Confirm Generic Service Accounts for MFA Deployment (Procedure 7637255)
------ [Pre-Config] Update Customer Portal Enterprise App Permissions (Procedure 19367452)
------ [Pre-Config] Disable OneDrive Shortcuts (Procedure 20042760)
------ [Pre-Config] Pre-Authorize Apple Internet Accounts Enterprise App (Procedure 20320848)
------ [Training] Train Users on Multi-Factor Authentication (Procedure 7327762)
------ [Training] Send a Solution Go-Live Notification (Procedure 10558566)
------ [Go-Live] Configure SPF (Procedure 15641222)
------ [Go-Live] Configure DMARC (Procedure 15641105)

- (Recommended) EnsureDetect™ Attack Surface Management
Sometimes, a cyber threat may not immediately present itself as a threat. For example, the installation of a legitimate application in your Microsoft 365 environment wouldn't trip any security alerts. However, unexpected changes can often be the indicator of an imminent threat. By monitoring all your technology platforms and logging changes, we can detect these threats. This platform also serves as an attestation mechanism for you, providing a third-party report confirming your cybersecurity controls are in place and enforced. For more information, please refer to: https://digitalboardwalk.com/managed-it-services/cybersecurity/#asm

MICROSOFT 365:

As requested in the RFP, we have included Office 365 E3 licensing. However, before we commit to ordering or renewing this subscription, we strongly recommend that the City of Mary Esther consider Microsoft 365 Business Premium subscription instead. It is slightly less expensive. But more importantly, it includes additional cybersecurity controls, such as Entra ID Premium and Microsoft Intune, that are not included in Office 365 E3. These features allow us to implement more robust cybersecurity strategies, such as Zero Trust, which are very effective at stopping emerging threats.

REFERENCES:

- Early Learning Coalition of Escambia County
--- Bruce Watson Jr. – Executive Director
--- bwatson@elcescambia.org
--- (850) 595-5400
--- Size: 50 employees
--- Contract Period: February 2023 – August 2027
--- Service Description: Fully Managed IT & Cybersecurity Services

- Quality Senior Living Management
--- Leland Rice – President
--- leland.rice@qslmseniorliving.com
--- (850) 542-1056
--- Size: 2,000 employees
--- Contract Period: February 2020 – April 2026
--- Service Description: Fully Managed IT & Cybersecurity Services

- Talbot House Ministries
--- Maria Cruz – Executive Director
--- MCruz@talbothouse.net
--- (863) 687-8475
--- Size: 60 employees
--- Contract Period: March 2024 – April 2027
--- Service Description: Fully Managed IT & Cybersecurity Services

------ [Go-Live] Restrict Entra ID Enterprise App Registration (Procedure 15141035)
------ [Go-Live] Block Exchange External Email Forwarding (Procedure 12647381)
------ [Go-Live] Enable Exchange Online Modern Auth (Procedure 7327106)
------ [Go-Live] Enable Microsoft 365 External Sender Warning (Procedure 16481909)
------ [Go-Live] Enable Self-Service Password Reset (Procedure 7328645)
------ [Go-Live] Enforce Multi-Factor Authentication (Procedure 7327455)
------ [Go-Live] Update Customer Global Admin Accounts (Procedure 17163175)
------ [Go-Live] Update Documentation for Microsoft 365
------ [Go-Live] Update Change Control Log
--- EnsureScout™
------ [Provisioning] Provision EnsureScout™ Account (Procedure 18352929)
------ [Installation] Activate EnsureScout™ Microsoft 365 Connector (Procedure 18353589)
--- Echo365™
------ [Provisioning] Provision Echo365™ Account (Procedure 7279533)
------ [Installation] Activate Echo365™ Backup (Procedure 7369699)
------ [Go-Live] Verify Successful Echo365™ Backup (Procedure 7369959)
------ [Go-Live] Update Documentation for Echo365™
--- EnsureMail™
------ [Planning] Gain Access to Customer's DNS Host (Procedure 7409359)
------ [Provisioning] Provision EnsureMail™ Services (Procedure 7426018)
------ [Pre-Config] Configure EnsureMail™ Allow Requests (Procedure 13106210)
------ [Pre-Config] Configure EnsureMail™ Link Protection (Procedure 7423239)
------ [Pre-Config] Configure EnsureMail™ Impersonation Protection (Procedure 7417608)
------ [Pre-Config] Configure EnsureMail™ Domain Protection (Procedure 7423258)
------ [Pre-Config] Configure EnsureMail™ Country Bans (Procedure 7419545)
------ [Pre-Config] Configure EnsureMail™ Spam Filter Policy (Procedure 7423428)
------ [Pre-Config] Disable Microsoft 365 ETR Override Alerts (Procedure 9007051)
------ [Pre-Config] Disable Microsoft Defender Email Policies (Procedure 15227047)
------ [Pre-Config] Configure EnsureMail™ Mail Flow Rules in Microsoft 365 (Procedure 7645797)
------ [Installation] Add EnsureMail™ Users (Procedure 7424378)
------ [Training] Train Users on Quarantined Message Reports (Procedure 7426923)
------ [Training] Send a Solution Go-Live Notification (Procedure 10558566)
------ [Go-Live] Audit EnsureMail™ (Procedure 7506221)
------ [Go-Live] Update MX Records for EnsureMail™ (Procedure 7430562)
------ [Go-Live] Limit Inbound Mail to EnsureMail™ (Procedure 13036821)
------ [Go-Live] Configure EnsureMail™ Closed Domain Mode (Procedure 7425459)
------ [Go-Live] Set Exchange Online Recipient Limits (Procedure 14875485)
------ [Go-Live] Configure EnsureMail™ Smarthost in Microsoft 365 (Procedure 14854331)
------ [Go-Live] Update Change Control Log
--- EnsureAware™
------ [Provisioning] Provision EnsureAware™ Service (Procedure 7353955)
------ [Pre-Config] Verify EnsureAware™ Domain (Procedure 7354135)
------ [Pre-Config] Whitelist EnsureAware™ Servers (Procedure 7360445)
------ [Installation] Integrate EnsureAware™ with Entra ID (Procedure 17113663)
------ [Training] Train Users How to Report Phishing (Procedure 7360562)
--- EnsureDetect™
------ [Planning] Verify Launchpoint Computer/Server
------ [Provisioning] Provision EnsureDetect™ Account (Procedure 16442241)
------ [Provisioning] Add EnsureDetect™ GDAP Roles (Procedure 16442375)
------ [Provisioning] Update TBR Sources
------ [Installation] Configure EnsureDetect™ Inspectors (Procedure 16442400)
------ [Go-Live] Configure EnsureDetect™ Discovered Inspectors (Procedure

16446407)
------ [Go-Live] Update Change Control Log
- Quality Assurance
--- Change Management QA Check
--- Service Ops QA Check
--- Audit Project for QA (Procedure 6709578)
--- Audit EnsurePoint™ (Procedure 7506221)
--- Audit EnsurePoint™ Billing (Procedure 8934312)
--- Audit EnsureGateway™ (Procedure 7506221)
--- Audit EnsureGateway™ Billing (Procedure 7849371)
--- Audit EnsureAware™ (Procedure 7506221)
--- Audit EnsureAware™ Billing (Procedure 7849351)
--- Audit EnsureControl™ Billing (Procedure 7849380)
--- Verify EnsureMail™ MX Records (Procedure 7666916)
--- Audit EnsureMail™ Billing (Procedure 7849451)
--- Audit Microsoft 365 Security (Procedure 7506221)
--- Audit BuzzCloud™ Billing (Procedure 7849588)
--- Audit EnsureScout™
--- Audit EnsureScout™ Billing
--- Audit Echo365™ Billing (Procedure 7849620)
TID: A1-1
TID: B1-1
TID: B2-1
TID: B2-3
TID: B3-1
TID: D1-2
TID: C5-1
TID: B4-1
TID: B4-2
TID: B4-5
TID: B5-1
TID: B13-1
TID: B15-1
TID: B15-2

Key Assumptions:
- A total of 25 computers must be managed (one for each employee)
- There are no on-premises or cloud-based servers that must be directly managed or supported
- Current Microsoft 365 licensing is Office 365 E3 for 25 users

Digital Boardwalk
PLUG INTO SMARTER I.T.

# MANAGED SERVICES

| SUPPORT SOLUTIONS | QTY | PRICE | TOTAL |
|---|---|---|---|
| SupportPro™ Computer Support | 25 | $99.00/mo | $2,475.00/mo |
| SupportPro™ Computer On-site Support Add-on | 25 | $20.00/mo | $500.00/mo |
| | | *DISCOUNTS* | *-$293.75/mo* |
| | | **TOTAL** | **$2,681.25/mo** |

| CYBERSECURITY SOLUTIONS | QTY | PRICE | TOTAL |
|---|---|---|---|
| EnsurePoint™ Endpoint Security & Anti-Malware | 25 | $2.50/mo | $62.50/mo |
| EnsureGateway™ Internet & DNS Security | 25 | $3.50/mo | $87.50/mo |
| EnsureMail™ Email Threat Protection | 25 | $1.50/mo | $37.50/mo |
| EnsureAware™ Phishing Simulation Testing | 25 | $2.00/mo | $50.00/mo |
| EnsureAware™ Cybersecurity Awareness Training | 25 | $3.00/mo | $75.00/mo |
| EnsureControl™ Cybersecurity Policy Enforcement | 25 | $2.00/mo | $50.00/mo |
| EnsureVault™ Secure Information & Password Vault | 25 | $6.00/mo | $150.00/mo |
| EnsureScout™ Cloud SIEM | 25 | $3.00/mo | $75.00/mo |
| | | *DISCOUNTS* | *-$587.50/mo* |
| | | **TOTAL** | **$0.00/mo** |

| COMPLIANCE SOLUTIONS | QTY | PRICE | TOTAL |
|---|---|---|---|
| EnsureDetect™ Attack Surface Management | 1 | $249.00/mo | $249.00/mo |
| | | *DISCOUNTS* | *$0.00/mo* |
| | | **TOTAL** | **$249.00/mo** |

| CLOUD SOLUTIONS | QTY | PRICE | TOTAL |
|---|---|---|---|



### Cybersecurity First

These days, the risk of a cyber-attack against a small business is too high to ignore. This is why cybersecurity isn't an optional add-on with our services – it's fundamental to our solution offering.

With a comprehensive, multi-vector cybersecurity plan that scales as your risk increases, we can effectively protect typical small businesses up to the most demanding enterprise regulatory compliance requirements.

### A Team You Can Trust

Our help desk, implementations, cybersecurity, and other support services are all delivered by our own full-time employees – no outsourcing. You get to build long-term relationships with a team you can count on day after day.

### A Single Technology Partner

We become your single point of contact for all things technology. Our team serves as a liaison between you and your other technology solution providers to keep everyone organized, talking the same language, and focused on your objectives.

| | | | |
|---|---|---|---|
| BuzzCloud™ Office 365 E3 | 25 | $24.15/mo | $603.75/mo |
| | | *DISCOUNTS* | *$0.00/mo* |
| | | **TOTAL** | **$603.75/mo** |

| BACKUP SOLUTIONS | QTY | PRICE | TOTAL |
|---|---|---|---|
| Echo365™ Office 365 Backup User License | 25 | $2.50/mo | $62.50/mo |
| | | *DISCOUNTS* | *-$6.25/mo* |
| | | **TOTAL** | **$56.25/mo** |

# EQUIPMENT & LABOR

| Equipment | QTY | PRICE | TOTAL |
|---|---|---|---|
| | | *DISCOUNTS* | *$0.00* |
| | | **TOTAL** (due now) | **$0.00** |

| Labor | QTY | PRICE | TOTAL |
|---|---|---|---|
| | | *DISCOUNTS* | *$0.00* |
| | | **TOTAL** (due upon completion) | **$0.00** |

### 20+ Years of Buying Power

We procure all our equipment from the nation's four largest technology distributors – The same warehouses that Amazon, CDW, and other major retailers buy from.

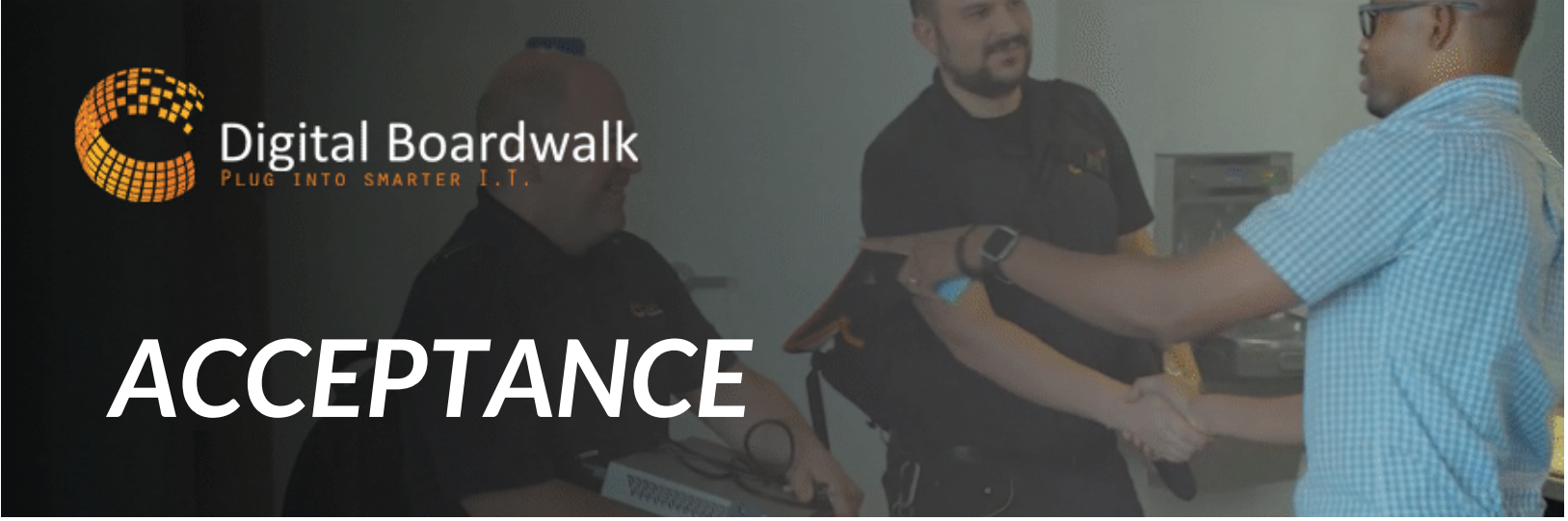
No matter the manufacturer, we can get you the best price on the latest technologies, all with 2-3 business day shipping – standard.

### Expert Sales Engineering

We do all the research and communication with your software vendors and other technology providers to make sure our recommendations are the very best fit for your needs and existing technologies.

### White-Glove Installation

Our team doesn't just unbox your equipment and wish you luck. We go the extra mile to make sure the process of changing from your current technologies to new is as seamless as possible. From simple computer upgrades to comprehensive cloud migrations – we deliver it all with a "white glove" treatment.




## ONE-TIME TOTAL

$0.00

**Due Now:** $0.00

**Due Upon Completion:** $0.00

## MONTHLY TOTAL

$3,590.25

**Agreement Term:** 12 Months

**Initial Term Ends:** 12/31/2026

*Totals above do not include applicable taxes. Taxes will be calculated and added at the time of invoicing. Totals above also include a 3.5% cash/check/ACH payment discount.*

# Frequently Asked Questions

**When does the monthly billing begin?**
Monthly billing begins on the 1st day of the first month following acceptance of this quote.

**How is the monthly fee adjusted when quantities are increased or decreased?**
Billable quantities will automatically adjust month-to-month based on current usage at the time of invoicing.

**What is the typical lead time for getting started?**
We average a 3 to 4-week lead time from the date of acceptance for initial onboarding projects or major implementations. After that lead time, we will begin provisioning services, planning your implementation, and scheduling the next steps with you.

**Besides accepting this quote, is there anything else I need to do to get started?**
If this is the very first time we are working together, please be sure to also complete our New Customer Information Form. This must be completed before we can create your project.

**Is there a service agreement?**
Yes. Please review our Terms of Service page for details.

# SPECS & DETAILS

| EQUIPMENT | DESCRIPTION |
|---|---|

| SERVICES | DESCRIPTION |
|---|---|
| SupportPro™ Computer Support | SupportPro™ is Digital Boardwalk's comprehensive managed I.T. services offering intended for small and mid-sized businesses. It includes all the proactive technology maintenance and management you need to keep your business running smoothly around the clock. It also includes unlimited technical support from our team of remote help desk engineers, as well as a robust bundle of cybersecurity solutions. With SupportPro™, you can rest easy knowing you have an entire team of technical resources managing, securing, and maintaining your technology around the clock. For more details, please visit db.mytos.page/supportpro |
| SupportPro™ Computer On-site Support Add-on | The SupportPro™ On-site Support Add-on allows you to take advantage of Digital Boardwalk's professional team of field engineers as much as you need with unlimited support each month. Whether we're diagnosing equipment issues, replacing computer components, or dropping in for routine maintenance, you can rest easy knowing there are no extra charges for our support. |
| EnsurePoint™ Endpoint Security & Anti-Malware | EnsurePoint™ is Digital Boardwalk's next-generation endpoint detection and response ("EDR") solution. Unlike traditional anti-virus solutions that rely on continuous downloads of virus definitions, EnsurePoint™ uses real-time contextual threat intelligence to detect and stop malware, viruses, and malicious code execution. For more details, please visit db.mytos.page/ensurepoint |
| EnsureGateway™ Internet & DNS Security | EnsureGateway™ is Digital Boardwalk's powerful domain name system ("DNS") security solution. Its aim is to create a highly secure, private, resilient, and manageable connection to the internet. EnsureGateway™ automatically blocks requests to undesirable, dangerous or malicious internet domains, and even protects encrypted DNS over HTTPS (DoH) requests. For more details, please visit db.mytos.page/ensuregateway |
| EnsureMail™ Email Threat Protection | EnsureMail™ is Digital Boardwalk's robust email threat protection solution. With the majority of successful cyber-attacks beginning with or involving some sort of malicious email, organizations can significantly reduce their risk of an attack with EnsureMail™. From sophisticated anti-phishing and anti-spoofing technologies to contextual content filtering, EnsureMail™ augments your existing email security capabilities to protect against the latest threats. For more details, please visit db.mytos.page/ensuremail |
| EnsureAware™ Phishing Simulation Testing | EnsureAware™ is Digital Boardwalk's engaging cybersecurity awareness training solution. Once per month, your team will receive a simulated phishing email intended to catch them off guard and identify vulnerable employees. The phishing simulation will be sent to random employees on different days and times, giving each an equal opportunity to identify the threat. If the employee acts on the phishing simulations, they will be redirected to additional training about how to avoid falling victim to such attacks in the real world. For more details, please visit db.mytos.page/ensureaware |

| | |
|---|---|
| EnsureAware™ Cybersecurity Awareness Training | EnsureAware™ is Digital Boardwalk's engaging cybersecurity awareness training solution. Twice per year, your team will participate in eight weekly interactive training sessions. During the training, employees will be introduced to tactics threat actors use in their cyber-attacks, regulatory compliance requirements, and what responsibilities the individual employee has to keep your organization safe. Training reminders and participation reporting also ensure your team receives this valuable training on schedule. For more details, please visit db.mytos.page/ensureaware |
| EnsureControl™ Cybersecurity Policy Enforcement | EnsureControl™ is Digital Boardwalk's industry-leading cybersecurity policy enforcement solution. Unlike traditional enterprise environments that require expensive servers and complex network infrastructure to enforce policies, EnsureControl™ allows organizations of any size and any environment, including remote work/hybrid work, to enforce over 50 powerful cybersecurity policies on all their Windows devices. EnsureControl™ also includes a powerful ransomware detection and response system. By using "canary files" to provide early detection of ransomware activity, EnsureControl™ automatically isolates the compromised device from your network and the internet to prevent the ransomware attack from spreading and leaking sensitive data to the threat actor. For more details, please visit db.mytos.page/ensurecontrol |
| EnsureVault™ Secure Information & Password Vault | EnsureVault™ is Digital Boardwalk's secure password and documentation vault solution. As critically important as it is, many users struggle with creating unique passwords for each website and service they use for your organization. EnsureVault™ gives your team a user-friendly way of generating, storing, and using secure passwords throughout your organization. When a user needs to log into a website, they simply select which account they want to log in with and EnsureVault™ automatically injects the secure password. Additionally, EnsureVault™ allows you to selectively and securely share credentials and other information with both your fellow team members as well as Digital Boardwalk, ensuring that everyone is using the same set of credentials and information even after changes are made. For more details, please visit db.mytos.page/ensurevault |
| EnsureScout™ Cloud SIEM | EnsureScout™ is Digital Boardwalk's security information and event management (SIEM) platform. EnsureScout™ connects to your cloud platforms, such as Microsoft 365 and Google Workspace, ingests hundreds of thousands of security logs, and then applies advanced detection rules to alert us of suspicious activity. Although EnsureDetect™ cannot block threats, it does provide early detection, giving us opportunity to quickly investigate and stop active threats before they can do too much damage. EnsureScout™ includes 14 days of log retention, threat analysis, managed detections and rule insights, response playbooks, basic reporting, and email notifications. For more details, please visit db.mytos.page/ensurescout |
| EnsureDetect™ Attack Surface Management | EnsureDetect™ is Digital Boardwalk's attack surface and change detection platform. To evade detection and gather insights, many modern threats sit dormant in your technology, waiting for the opportunity to strike. By continuously monitoring your various technology systems for unexpected changes or deviations from our established best practices, we can quickly detect threats or changes that could put your organization at risk. For more details, please visit db.mytos.page/ensuredetect |
| Echo365™ Office 365 Backup User License | Did you know that your data stored in Microsoft 365 isn't actually backed up? While Microsoft has its own protection in the event one of its servers dies, and while there is a temporary recycle bin for data that is accidentally deleted, there is no long-term protection in place like a traditional backup. Echo365™ is Digital Boardwalk's solution to this problem. With Echo365™, all your employee email boxes, SharePoint sites, OneDrive data, and Teams files are fully protected. Whether you need to restore an email that was accidentally deleted a year ago, or ransomware encrypts all your data on SharePoint, Echo365™ has you covered. For more details, please visit db.mytos.page/echo365 |
| BuzzCloud™ Office 365 E3 | For license details, please visit: www.microsoft.com/en-us/microsoft-365 |

# AMENDMENTS

This Amendment is made to the Agreement, located at https://db.mytos.page, in reference to **RFP ME-IT-2025-001: IT and Cybersecurity Services (Quote #AAAQ11758-01)**, which are made part of the Agreement by reference. It is mutually understood and agreed by and between Customer and Service Provider to amend the Agreement as follows:

## Amendments

Amendment 1
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 2.1 Term, is changed to read:

The initial term of this Agreement begins upon Customer's acceptance of the Quote (the "Effective Date"). This Agreement is effective for a term of twelve (12) months from the Effective Date (the "Term"). Customer may, at its sole discretion, renew this Agreement for up to four (4) additional Terms, for a maximum total contract period of five (5) years. Renewals are not automatic. This Agreement shall expire at the end of each Term unless affirmatively renewed by Customer through written notice to Service Provider and issuance of a Customer purchase order to Service Provider within sixty (60) days after the conclusion of the then-current term. Customer has no obligations to renew this Agreement for any renewal term. Customer may elect not to renew for any reason or no reason.

Amendment 2
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 17 Modification of Agreement, is changed to read:

Customer agrees and acknowledges that Service Provider may change the terms and conditions of this Agreement, including the Service Terms and Service Descriptions, from time to time. Service Provider will provide Customer with thirty (30) days' written notice, amendments, and request for signature approval of any such changes via Customer's e-mail address, that being the e-mail address for Customer set forth in accordance with Section 19.8. It is Customer's responsibility to check its e-mail account for any such notices. Service Provider will also post all terms and conditions on its website located at https://db.mytos.page. Customer agrees to review and either accept or object to the change(s) in writing within thirty (30) days of receipt of an e-mail providing notice of such change(s). If Customer does provide notice of an objection to such changes within thirty (30) days, the parties will negotiate regarding the proposed change(s), but all other terms and conditions will remain valid and binding.

Amendment 2.1
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 17.1 Minor Changes (No Amendment Required), is added to read:

For minor changes, Service Provider shall provide written notice to Customer, in accordance with Section 17 Modification of Agreement, and obtain approval from Customer in writing prior to implementation. Service Provider shall document the change, including any cost impact.

Minor changes shall include:

- Upgrades to newer versions of existing platforms (e.g., Windows 11 to Windows 12)
- Changes in specific security tools that maintain equivalent functionality (e.g., switching from one EDR solution to another with comparable or superior features)
- License tier adjustments within the same platform family (e.g., Microsoft 365 E3 to E5, or E3 to Business Premium)
- Updates to specific branded service offerings that do not change the functional category or materially affect pricing

Amendment 2.2
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 17.2 Major Changes (Formal Amendment Required), is added to read:

For major changes, Service Provider and Customer shall execute a formal written amendment to this Agreement, in accordance with Section 17 Modification of Agreement.

Major changes shall include:

- Changes that materially alter the scope of Services
- Changes that increase annual costs by more than 10%
- Addition or removal of entire service categories
- Changes requiring formal approval under Customer's governing Purchasing Policy

Amendment 3
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 20 Service Provider Responsibilities, is added to read:

Customer may be required by applicable federal or state law or regulation to require Service Provider to execute or submit certain forms, certificates, or affidavits stating compliance with law and the terms of the Services. Service Provider shall execute and submit all required forms to Customer within seven (7) days of receipt from Customer. Customer may determine to terminate this agreement, in accordance with 2.2.2 Termination With Cause by Customer, for failure by Service Provider to return all required forms within the period stated in this provision.

Amendment 4
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 4.1.1 Invoice Details, is added to read:

Service Provider invoices shall conform to the requirements of Florida Statutes Section 218.73 and include at least:

- Contract number
- Invoice number and date
- Billing period coverage

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- Beginning and ending user count with dates
- Detailed line-item breakdown showing:
--- Per-user charges (quantity × rate)
--- Fixed compliance solution charges
--- Any out-of-scope or emergency services (if applicable)
- Subtotal before taxes and credits
- Total amount due
- Service Provider's Federal Tax ID Number
- Payment terms
- Contact information for billing inquiries

Amendment 5
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 4.1.2 Invoice Disputes, is added to read:

Invoices shall be submitted to the Billing Contact as provided by Customer in submission of Service Provider's New Customer Information Form located at https://digitalboardwalk.com/ncif/. Customer shall either approve or reject invoices within twenty (20) business days of receipt. Any rejection shall be in writing and specify deficiencies and corrective action required.

Amendment 6
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 4.5 Delinquent Payments, is changed to read:

The unpaid amount of any payment due from Customer under this Agreement shall accrue interest at the rate of one percent (1%) per month of the balance, beginning thirty (30) days after the due date, as required by Florida Statutes Section 218.75. Upon Customer's failure to pay any outstanding charges within five (5) days of receipt of written notice from Service Provider of delinquency, Service Provider may suspend Services immediately.

Amendment 7
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 14.2.1 Confidential Information Safeguards, is added to read:

In accordance with 14.2 Protection of Confidential Information, Service Provider shall:

- Maintain strict confidentiality of all Customer data and information
- Implement and maintain appropriate administrative, technical, and physical safeguards to protect Customer data
- Comply with all applicable federal and state laws regarding data privacy and security
- Ensure all personnel with access to Customer data sign confidentiality agreements
- Conduct background checks on all personnel who will have access to Customer facilities or data
- Implement multi-factor authentication for all remote access to Customer systems
- Encrypt all data in transit and at rest
- Segregate Customer data from other clients' data

Amendment 8
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 21 Cyber Incident Response, is added (section heading only).

Amendment 8.1
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 21.1 Regulatory Requirements, is added to read:

Service Provider acknowledges that Customer is subject to specific regulatory and statutory requirements under Florida law, including but not limited to the Florida Local Government Cybersecurity Act (Section 282.3185, Florida Statutes) and the Florida Information Protection Act (Section 501.171, Florida Statutes), as well as any other applicable federal, state, or local laws and regulations governing cybersecurity incident response and breach notification.

Amendment 8.2
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 21.2 Incident Response Planning, is added to read:

Service Provider shall work collaboratively with Customer to finalize and maintain an official incident response plan tailored to Customer's operational needs and regulatory obligations. This plan will:

- Satisfy all requirements and timeline objectives set forth in Section 8.3 and its sub-sections of the City's Professional Services Agreement, including immediate notification, classification, reporting, and ongoing communication protocols.
- Define roles, responsibilities, and escalation procedures for both Service Provider and Customer during critical security events.
- Ensure compliance with all statutory deadlines for incident reporting, breach notification, and coordination with law enforcement and state agencies.

Amendment 8.3
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 21.3 Incident Response Plan Finalization, is added to read:

The incident response plan shall be finalized within sixty (60) days of the Effective Date, unless otherwise agreed in writing, and shall be reviewed and updated annually or as required by changes in law or Customer policy.

Amendment 8.4
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 21.4 Failure to Meet Timeline Objectives, is added to read:

Customer is legally obligated to report cyber incidents and/or breach of personal information within the timeframes defined by regulatory and statutory requirements.
Service Provider's failure to provide timely notification and information that causes
Customer to miss these statutory deadlines may result in:

-Regulatory penalties or sanctions against Customer
-Loss of available state assistance for incident response
-Termination of this Agreement in accordance with 2.2.2 Termination With Cause by Customer
-Service Provider liability for any penalties, fines, or damages incurred by Customer as a result of Service Provider's negligence or failure to perform its requirements herein

Amendment 9

Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 22 Subcontractor Compliance, is added to read:

Service Provider shall ensure that all subcontractors and agents comply with the confidentiality and security requirements of this Agreement and Amendment. Service Provider remains fully responsible for any breach by subcontractors or agents.

Amendment 10
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 23 Audit Rights, is added to read:

Customer reserves the right to audit Service Provider's security controls and practices at any time during the term of this Agreement and for one (1) year thereafter. Service Provider shall provide full cooperation and access during such audits, so long as access does not violate Service Provider's confidentiality and security obligations to its other clients.

Amendment 11
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 19.5 Jurisdiction, is changed to read:

Any legal suit, action, or proceeding arising out of or relating to this Agreement, including all Service Descriptions and other related documents, shall be brought exclusively in the courts of Okaloosa County, Florida, or in the United States District Court for the Northern District of Florida, Fort Walton Beach Division. The Parties consent to the jurisdiction and venue of such courts.

Amendment 12
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 24 Sovereign Immunity, is added to read:

Nothing in this Agreement shall be construed to waive Customer's sovereign immunity or expand Customer's liability beyond the limits established in Florida Statutes Section 768.28.

Amendment 13
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 25 Dispute Resolution, is added (section heading only).

Amendment 13.1
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 24.1 Good Faith Negotiation, is added to read:

In the event of any dispute arising under this Agreement, the Parties shall first attempt to resolve the dispute through good faith negotiations between the authorized representatives of Customer and Service Provider within thirty (30) days of written notice of the dispute.

Amendment 13.2
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 24.2 Mediation, is added to read:

If the Parties cannot resolve the dispute through negotiations, they agree to submit the dispute to non-binding mediation before a mutually agreed-upon mediator. The costs of mediation shall be shared equally by the Parties. Each party shall bear its own attorneys' fees and costs.

Amendment 13.3
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 24.3 Litigation, is added to read:

If mediation is unsuccessful, either party may pursue available legal remedies. Any litigation shall be conducted in accordance with Amendment 12 (Section 24 Sovereign Immunity).

Amendment 13.4
Terms of Service, located at https://db.mytos.page/terms-of-service/, Section 24.4 Continued Performance, is added to read:

Pending resolution of any dispute, Service Provider shall continue to perform its obligations under this Agreement unless directed otherwise by Customer or unless performance would be impossible or illegal.

# Entire Agreement

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect.

# AGENDA ITEM

**Agenda Item 11.6.**

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

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

**DATE:** December 8, 2025

**SUBJECT:** Consideration: Purchase Order for City Hall Sidewalk and Curb Improvements

---

**BACKGROUND:**
As renovation work on the new City Hall building progresses, staff identified critical safety hazards with the existing sidewalks and curbing that must be addressed before occupancy. The building's roof downspouts currently channel stormwater directly across the sidewalk surface rather than piping it underground and out through the curb, creating a persistent slip-and-fall hazard for employees and visitors. Additionally, the original 2x4 lumber used for sidewalk expansion joints has rotted away, leaving gaps nearly 2 inches wide that create trip hazards and render the sidewalks noncompliant with ADA standards. Most of the front lot curbing is also damaged and requires replacement.

Staff brought these conditions to the attention of Florida Architects, who prepared plans to address the hazards by reconstructing the sidewalks with proper stormwater conveyance, removing damaged curbing from portions of the front and rear lots, and sodding unnecessary concrete sections along Mary Esther Boulevard. The plans included two construction options: concrete sidewalks with concrete curbs, or paver sidewalks with concrete curbs. See attached drawings.

**DISCUSSION:**
Staff solicited bids for both construction options and received five responses: two for pavers with concrete curbs, and three for concrete sidewalks with concrete curbs. Brazilian Brick Pavers submitted the lowest quote at $26,650 (excluding sealing and striping). Other quotes ranged from Delta Pavers, West Florida Asphalt, and CWR at mid-range pricing, to Stockton Construction's high bid of $92,505.90 for concrete sidewalks plus sealing and striping.

Florida Architects and staff reviewed all submissions and recommend awarding the contract to Brazilian Brick Pavers for the paver option, excluding the sealing and striping work. Public Works staff will handle the sealing in-house and will outsource the parking lot striping to a qualified contractor for approximately $3,000-$4,000. Brazilian Brick Pavers has proven experience completing previous projects for the City.

During negotiations, staff worked with Brazilian Brick Pavers to eliminate one section of unnecessary curb replacement and complete the entire front area, resulting in a final negotiated

price of $33,330. Florida Architects selected the Napoli color blend pavers (specifications attached) and recommends establishing a $5,000 contingency fund for unforeseen conditions, to be used only with City Manager approval.

**FINANCIAL IMPACT:**
The contract amount is $33,330, with a $5,000 contingency for a total authorized expenditure of $38,330. The sealing and striping work ($3,000-$4,000) was budgeted in the current year operational budget and will be handled separately.

**RECOMMENDATION:**
Motion to award a purchase order to Brazilian Brick Pavers in the amount of $38,330 (including the $5,000 contingency) for sidewalk and curb improvements using the architect-recommended Napoli color blend pavers.

**ATTACHMENT(S):**
1. Exhibit A: Project Budget
2. Exhibit B: Bid Set and Project Manual
3. Exhibit C: Brick Paver Brochure
4. Exhibit D: Sidewalk, Curb, and Drainage Quotes

| City Hall Adaptive Re-Use Project Budget | | | |
|---|---|---|---|
| FY 2025 Budget - City Hall | $ | 765,674.00 | |
| FL Architects - Base | $ | (54,991.00) | |
| FL Architects - Sidewalk & Drainage Design | $ | (2,400.00) | |
| Stockton (Base) | $ | (513,783.92) | |
| Stockton (Contingency) | $ | (18,002.96) | |
| Customer Service Window | $ | (5,619.01) | |
| Bathroom Plumbing | $ | 1,075.33 | |
| Interior Window b/w CM & Adm Coord | $ | (726.00) | |
| Replacement HVAC Gates | $ | (1,486.46) | |
| Council Chambers Desk Outlets | $ | (1,442.83) | |
| Interior Signage Changes | $ | (1,803.99) | |
| Lobby Countertop Adjustment | $ | (3,000.00) | ESTIMATED |
| Replace Built-in for Drive Through | $ | (2,000.00) | ESTIMATED |
| Remove Interior Teller Vacuum Tubes | $ | (3,000.00) | ESTIMATED |
| Change Orders | $ | - | |
| City Procurement | $ | (173,118.10) | |
| Hurricane Shutters | $ | (35,744.00) | |
| Parking Lot Sidewalk, Curb, & Striping | $ | (38,330.00) | |
| Alarm System | $ | (5,753.00) | |
| Camera System | $ | (10,099.10) | |
| Access Control | $ | (15,692.00) | |
| Furniture | $ | (56,000.00) | ESTIMATED |
| Parking Lot Slurry Seal | $ | (4,000.00) | ESTIMATED |
| IT Networking | $ | (7,500.00) | ESTIMATED |
| **Budget Remaining** | **$** | **3,378.02** | |

THE CITY of
Mary Esther
FLORIDA

# BID SET PROJECT MANUAL/SPECIFICATIONS

for the

# CITY OF MARY ESTHER
# CITY HALL SITE IMPROVEMENTS PROJECT

**Mary Esther, Florida**
**FLA Project No. 4315-02**
October 12, 2025

**Architect:**
Florida Architects, Inc.
103 W. 5th Street
Panama City, FL 32401
Ph: 850.257.5400

FL·A
FLORIDA ARCHITECTS
LICENSE #AR12728

**SECTION 00 02 00 - TABLE OF CONTENTS**

DIVISION 00 - CONDITIONS

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00 10 00 Instructions to Bidders
Exhibit A, Bid Proposal Form (See Section 00 31 00)
Exhibit B, Addendum Acknowledgement
Exhibit C, Public Records
Exhibit D, Draft AIA A105-2017 Short Form of Agreement Between Owner and Contractor
00 31 00 Bid Proposal Form

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00 Summary
01 31 00 Project Management and Coordination
01 74 19 Construction Waste Management and Disposal

DIVISION 03 – CONCRETE

03 30 00 Cast-In-Place Concrete

DIVISION 32 - SITE

32 12 36 Asphalt Pavement Sealcoating and Restriping

END OF SECTION 00 02 00

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**SECTION 00 10 00 – INSTRUCTIONS TO BIDDERS**

PART 1 - GENERAL

1.1 INSTRUCTIONS AND INFORMATION TO BIDDERS

A. Bid proposals shall be on forms included in this Bid package (Exhibit A, Bid Form Section 00 31 00).
B. Each Bidder shall include in his Bid amount the cost of all the insurances required in the Bid Documents.
C. The Bid Proposal will be assembled and submitted in an appropriately sized envelope for submission with the name of the project appearing legibly on the outside of the envelope. Bids sent electronically will be accepted if all forms are included as specified.

1.2 City of Mary Esther reserves the right to accept or reject any or all Bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest Bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, or to obtain new Bids. Each Bid shall be valid and binding for a period of thirty (30) days after receipt by the City.

1.3 BID SUBMITTAL REQUIREMENTS

A. Exhibit A, Bid Proposal Form is to be used, Section 00 31 00
B. Exhibit B, Addenda Acknowledgement Form, Section 00 10 00
C. Exhibit C, Public Records Form, Section 00 10 00

1.4 AIA AND OTHER FORMS TO BE USED WITH THIS CONTRACT:

A. Exhibit D, AIA A105-2017 (Stipulated Sum) - Owner-Contractor Agreement
B. G701 Change Order
C. G702 Application and Certificate for Payment
D. G703 Continuation Sheet for G702
E. G704 Certification of Substantial Completion
F. G706A Contractor’s Affidavit – Release of Liens
G. G709 Proposal Request
H. G710 Architect’s Supplemental Instructions
I. G714 Construction Change Directive

1.5 DEFINITIONS:

A. The Bidding Documents include the Bid Scope Documents, and the Construction Drawings and Specifications (Project Manual), including, but not limited to, Division One Requirements and any Addenda issued prior to the receipt of Bids.
B. The Bid Scope Documents include the Instructions to Bidders, Project Manual, Schedule of Drawings (all Drawings), Bid Form, and sample Bidding and contract forms.
C. The Contract Documents consist of the Construction Drawings, the Project Manual/Specifications, all Addenda, and all modifications thereto, and the Contract Agreement between the Owner and the Contractor.
D. Addenda are written and graphic instruments issued by the Architect prior to the time of receipt of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
E. A Bid is complete and properly signed, sealed, and notarized proposal to do the work for the sums stipulated, supported by data called for by the Bidding Documents.
F. Base Bid is the sum for which the Bidder offers to perform the work described in the Bidding Documents as the Base.
G. An Alternate Bid (or Alternate), if included, is an amount stated in the Bid to be added to, or deducted from, the amount of the Base Bid if the corresponding change in the project scope or materials or methods of construction is described in the Bidding Documents.

H. A Unit Price, if included, is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or the Contract Documents.
I. Where reference is made to the Architect or Engineer it shall mean the designated representative of the Architect.
J. Wherever in the Specifications (or on the Drawings) there is a reference to the "Contractor" (or "G.C."), or “Construction Manager” (or CM), such reference shall be interpreted to mean the "General Contractor".

1.6 QUALIFICATION OF CONTRACTORS AND SUBCONTRACTORS:

A. In order to be qualified, a Bidder must be able to present evidence that he (they) are currently registered with or hold an unexpired certificate as a Contractor or Building Contractor, issued by the Florida Construction Industry Licensing Board in accordance with Chapter 489, Part I Licensing of Construction Industry, Florida Statutes. In order to be qualified, if the Bidder is a corporation, he must be properly registered with the State of Florida, Department of State, Division of Corporations, and must hold a current State Corporate Charter Number in accordance with Chapter 607, Florida Statutes.
B. Furthermore, the Agreement will only be entered into with responsible Contractors, found to be satisfactory to the Architect and the Owner’s Agent, qualified by experience and in a financial position to do the work specified.

1.7 METHOD OF BIDDING:

A. Potential Bidders shall be by invitation from the City. The work described in these documents is the sole responsibility of the General Contractor known herein as "Contractor." The work of each Subcontractor is described in the Description of Work of each Specification Section and/or as noted on the Drawings and shall be identified in the Contract with each Subcontractor. Subcontractors are required to review all drawings and specifications to ensure that they have included all aspects of the project requirements.

1.8 EXAMINE BIDDING DOCUMENTS AND SITE VISIT:

A. The Bidder shall be held to have examined the premises and site so as to compare the existing conditions with the Drawings and Specifications, and to have satisfied himself as to the condition of the premises, any obstructions, the actual levels, and all other work necessary for carrying out the project, before delivery of his proposal. The Bidder shall also acquaint himself with the character and extent of the Owner’s Agent's and other Contractor's operations in the area of the work, so that he may make his construction plans accordingly. No allowances or extra payment will be made to a Contractor for, or on account of, costs or expenses occasioned by his failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the Contractor, or on account of interferences by the Owner’s Agent or a Subcontractor's activities.
B. Complete sets of Bidding Documents shall be used in preparing Bids. What is shown and/or required on one document applies to all. Neither the Owner’s Agent, nor the Architect assumes any responsibility for errors, omissions, or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
C. The Owner’s Agent or Architect in making, or having made, copies of the Bidding documents and Contract Documents available, does so only for the purpose of obtaining Bids on, or construction of, the Work and does not confer a license or grant for any other use.

1.9 DISCREPANCIES, OMISSIONS, OR INTERPRETATIONS

A. Bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or Contract Documents or of site and local conditions. Bidders requiring clarification or interpretation of the Bidding Documents or Contract Documents shall make a written request to the Architect at least 10-calendar days prior to the Bid date. Interpretations will not be made orally.

B. Any interpretations, corrections, or change of the Architect's Bidding Documents will be made by Addendum only. Interpretations, corrections, or changes of Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.
C. Addenda will be forwarded to all potential invited Bidders.
D. All emails regarding clarification or interpretation of the documents will be accepted by Joe Sorci, via email: jsorci@floridaarchitects.com. This routing of correspondence is only to ensure orderly dissemination of information. The Architect is the preparer of the Bidding Documents and Construction Documents and, as such will be the interpreter of the Documents, and will be the only party responsible for issuance of clarification or interpretation information regarding this project.

1.10 BID PROPOSAL FORM:

A. The Bidder, by submitting his Bid represents that he has read and understands the Bidding Documents and his Bid is made in accordance therewith.
B. Each Bid shall be submitted on the Bid Proposal Form bound in the Bid Scope Documents (Exhibit A, Section 00 31 00) with all blank spaces filled in. All blanks on the Bid form shall be filled in by typewriter or manually in ink.
C. All interlineations, alterations, or erasures shall be initiated by the signer of the Bid.
D. Fill in all spaces for bid prices in both words and figures. In case of discrepancies, the amount shown in words will govern. Submit the Bid, and all other documents required to be submitted with the Bid, in a sealed opaque envelope.
E. Make the Bid in the name of the principal, and if a co-partnership, give the names of the parties. Give the complete address. If Bids are submitted by an agency, provide satisfactory evidence of the agency authority.
F. The Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. The Bid Proposal shall be signed, sealed, and notarized by the person or persons authorized to bind the Bidder to the contract.
G. The Bidder, by submitting his Bid, represents that he has read and acknowledges that the construction time frame is acceptable. The Bidder further acknowledges that his Bid is based upon the materials, system, and equipment required by the Bidding Documents without exception.
H. Bids must be received at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by an Addendum.
I. Oral, or telephone Bids are invalid and will not receive consideration. No Bids received after the time fixed for receiving them will be considered.
J. The Bidder, by submitting his Bid, acknowledges and agrees to deliver the required Certificates of Insurance within five (5) days of Notice of Award by the Owner with the executed Contract.

1.11 ADDENDA:

A. All addenda issued during the time of Bidding shall become part of the Bidding Documents, and receipt thereof shall be acknowledged in the Bid proposal.
B. Each Bidder shall ascertain prior to submitting his Bid that he has obtained all Addenda issued.

1.12 ALTERNATES:

A. None.

1.13 SALES TAX:

A. The Bidder shall include in his Bid Proposal all sales and use taxes on materials and equipment included in his Proposal which may be required by law.

1.14 INSURANCE:

A. CONTRACTOR'S LIABILITY INSURANCE:

1. Worker's Compensation:

a. State: Statutory
b. Employers Liability (Underlying) $100,000.00 - Each Occurrence
c. Umbrella Limit $500,000.00

2. Comprehensive General Liability (including Premises-Operations: Independent Contractor's Protective; Products and Completed Operations Broad Form of Comprehensive General Liability):
   a. Bodily Injury: (Underlying)
      $1,000,000.00 - Each Occurrence.
      $2,000,000.00 - Annual Aggregate.
   b. Property Damage: Underlying
      $300,000.00 - Each Occurrence.
   c. Umbrella Limit:
      $2,000,000.00
   d. Products and Completed Operations shall be maintained for one (1) year after final payment.
   e. Property Damage Liability Insurance shall provide X, C and/or U Coverage.

3. Contractual Liability:
   a. Bodily Injury:
      $500,000.00 - Each Occurrence.
   b. Property Damage:
      $100,000.00 - Each Occurrence.
   c. Personal Injury with Employment Inclusion
      Same as stated above.

4. Comprehensive Catastrophic Liability:
   a. Excess Liability: (Commercial Umbrella)
      $1,000,00.00 - Combined Single Limit.

5. Comprehensive Automobile Liability:
   a. Bodily Injury: (Underlying)
      $300,000.00 - Each Person.
      $300,00.00 - Each Occurrence.
   b. Property Damage: (Underlying)
      $100,000.00
   c. Umbrella Limit:
      $300,000.00

6. The insurance required by Subparagraph 1.14 shall name the Owner as an additional named insured.

1.15 SUBSTITUTIONS:

A. Bidders wishing to obtain approval of an article, device, product, material, fixture, form, or type of construction other than that specified or shown by name, make, or catalog number, shall make written request to the Architect, through the General Contractor, timed so as to reach the Architect at least seven (7) working days prior to the date of receipt of Bids. Such request shall be accompanied by data supporting the claim to equality or equivalence for the Architect’s evaluation.
B. Approval by the Architect, if given, will be made by Addendum. Said approval will indicate that the additional article, device, product material, fixture, form, or type of construction is approved for use insofar as the requirements of this Project are concerned.

1.16 ACCEPTANCE OF BID PROPOSALS:

A. Bids will be received on or before the time specified in the Invitation to Bid.
B. It is the intent of the Owner to award a Contract to the lowest responsible and qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.

C. Further, the Owner reserves the right to accept or reject any or all Bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest Bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, and to obtain new Bids.

1.17 CONSTRUCTION BONDS:

A. Not required.

1.18 CONTRACT AGREEMENT FORM:

A. The form that will be used for this contract agreement shall be the "Short Form of Agreement between the Owner's Agent and Contractor where the basis of payment is a STIPULATED SUM" (A.I.A. Document A105-2017) as modified/prepared by the Architect (Refer to Exhibit K, Section 00 10 00). The Contractor will provide all insurance certificates within five (5) calendar days of the Notice of Award by the Owner and executed Agreement.

1.19 POST-BID INFORMATION:

A. After the Bids are received, tabulated, and evaluated by the Owner's Agent, the apparent low Bidder shall meet for the purpose of reviewing contract concerns. Contractor to provide the following information to the Owner at the meeting:

Designation of Work to be performed by the Bidder with his own forces.

Complete detailed unit cost breakdown. This breakdown shall include separate line items for all components of work.

Provide a Schedule of Values with unit costs for each major item/Section of the Specifications.

A final list of names of the Subcontractors or other entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

1.20 SCHEDULING AND COMPLETION:

A. Work shall be commenced by the date established in the Notice to Proceed, but in no case more than five (5) consecutive calendar days after such date and shall proceed in accordance with a schedule to be developed by the Contractor and presented to the Architect and the Owner's Agent. The Work shall be Substantially Complete (as approved by the Architect and Owner) Ninety (90) consecutive calendar days following the Notice to Proceed (NTP). The NTP will be issued on the day after the Building Permit is issued. An additional fourteen (14) consecutive calendar days will be allowed for Final Completion.

B. The existing facilities/building will remain open and be in full service (occupied) by the Owner during the construction of this project.

C. Time is of the essence for this Contract.

1.21 REQUIREMENTS FOR LICENSED SUBCONTRACTORS:

A. Each trade and special contractor shall submit proof of current licensure from the State of Florida.

1.22 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS:

A. A local building permit will be required for this protect. The "Florida Building Code 2023 shall govern. The Contractor will engage and pay for a qualified Building Department to facilitate the document review and building permit process, as well as related inspection services in accordance with the FBC. The Owner is NOT exempt from any and all other county, district, municipal, and local building codes, ordinances, interpretations, building permits and assessments of fees for building permits, impact fees

and service availability fees other than those defined within the Florida Building Code 2023, the Florida Statutes, and the Florida Administrative Code. The Contractor and Subcontractors shall secure all required permits, governmental fees, anti-pollution fees, and licenses necessary for the proper execution and completion of his Work, which are applicable at the time the bids are received. The Contractor and Subcontractors shall be familiar with all Federal, State, and local laws, codes, ordinances, and regulations which in any manner effect those engaged or employed in the Work and any material or equipment used in the conduct of the Work.

B. The Contractor and Subcontractors at all times shall comply with the Florida Building Code 2023 installation requirements (including amendments and supplements), and all Federal, State and local laws, codes, ordinances and regulations as applicable, which in any manner affects the Work, and he and his surety shall indemnify and hold harmless the Owner, and Architect/Engineer, to the extent allowable by law, against any claim or liability arising from or based on the violation of such law or decree, whether by himself or his employees.

1.23 CUTTING AND PATCHING OF WORK:

A. The Subcontractor shall do all cutting required for installation of his work. Patching required because of such cutting shall be performed by the Subcontractor who did the cutting. This includes all concrete.

1.24 CONSTRUCTION CHANGE DIRECTIVES AND CHANGE ORDERS:

A. The cost or credit to the Owner resulting from a change in the Work shall be determined as follows:

1. By Unit Prices stated in the Contract Documents; or for changes not covered by Unit Prices;
2. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
3. A detailed breakdown of a lump sum proposal based upon:

a. Amount for Labor with a detailed breakdown.
b. Amount for Materials with a detailed breakdown.
c. Amount for Equipment Rentals.
e. Amount for Subcontractor Costs (separate line for Profit & Overhead) with a detailed breakdown.
f. Amount for Contractor Costs (separate line for Profit & Overhead) with a detailed breakdown.
g. Amount for Field Supervision (directly attributed to change) shall be included in labor breakdown. Additional supervision must be justified as the Supervisors are already in the General Conditions portion of the Contract.
h. Cost of Bond Premium and Insurance.
i. Contractor and Subcontractor overhead and profit applied to the above items shall not exceed twenty percent (20%) percent in total. Subcontractor overhead and profit shall not exceed ten percent (10%). Contractor overhead and profit shall not exceed ten percent (10%) plus the cost for related insurance and bond premium. <u>All lump sum proposals shall include a detailed cost breakdown for each component of work including material and labor, equipment rentals, taxes, supervision, profit and overhead</u>. Indicate both quantities and unit prices. Include supplier quotes or invoices. Submit to the Architect within seven (7) consecutive calendar days after receipt of the proposal request for review and comments.

B. If no agreement can be reached by the lump sum method described above, the Architect will provide a detailed cost breakdown and a Change Directive will be issued by the Architect requiring the Contractor to perform the work for the amount listed in the Architect's estimate.

1.25 SAFETY OF PERSONS AND PROPERTY:

A. This requirement shall include, but not necessarily be limited to, all health, safety, and fire protection regulations of the Florida Industrial Commission and the Department of Labor Safety and Health Regulations and construction promulgated under the Occupational Safety and Health Act of 1970 (Pl9l-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P191-54). These

regulations are administered by the Department of Labor who shall have full access to the Project for inspection, etc. Compliance with all safety and the above is strictly and exclusively the responsibility of the Contractor and Subcontractors and shall in no event be considered reason for additional time or monetary compensation.

B. The Contractor shall adequately protect preceding and existing Work from damage caused by his operations. Breakage or damage shall be repaired by the erector of the Work at cost to the party causing the damage.

1.26 CLAIMS AND DISPUTES:

A. Initial Decision Maker:

1. Any claim, dispute or other matter in question between the Contractor, Subcontractor and the Owner, shall be referred to the Initial Decision Maker (the Architect will serve as the Initial Decision Maker unless otherwise indicated in the agreement), except those relating to artistic effect, and except those which have been waived by the Owner’s acceptance, shall be subject to litigation at instance of the aggrieved party. However, no litigation of any such claim, dispute or other matter may be commenced until the earlier of (1); the date on which the Initial Decision Maker had rendered a written decision, or (2); the tenth (10) day after the parties have presented their evidence to the Initial Decision Maker, or have been given a reasonable opportunity to do so, if the Initial Decision Maker has not rendered his written decision by that date. When such a written decision of the Initial Decision Maker states (1); that the decision is final, but subject to appeal, and (2); that any mediation or litigation of a dispute or other matter covered by such decisions must be filed before Final Completion by the party making the demand and received the written decision. Failure to commence litigation within said period will result in the Initial Decision Maker's decision becoming final and binding upon the Contractor, Owner and the Subcontractor.

1.27 GOVERNING LAW:

A. Any claim, dispute or other matter in question between the Contractor, Subcontractor and the Owner, shall be referred to the Initial Decision Maker (the Architect will serve as the Initial Decision Maker unless otherwise indicated in the agreement), except those relating to artistic effect, and except those which have been waived by the Owner’s acceptance, shall be subject to litigation at instance of the aggrieved party. However, no litigation of any such claim, dispute or other matter may be commenced until the earlier of (1); the date on which the Initial Decision Maker had rendered a written decision, or (2); the tenth (10) day after the parties have presented their evidence to the Initial Decision Maker, or have been given a reasonable opportunity to do so, if the Initial Decision Maker has not rendered his written decision by that date. When such a written decision of the Initial Decision Maker states (1); that the decision is final, but subject to appeal, and (2); that any mediation or litigation of a dispute or other matter covered by such decisions must be filed before Final Completion by the party making the demand and received the written decision. Failure to commence litigation within said period will result in the Initial Decision Maker's decision becoming final and binding upon the Contractor, Owner and the Subcontractor.

END OF SECTION 00 10 00

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EXHIBIT "B"

## ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Check with the Owner at least 24-hours prior to submitting your proposal to ensure that you have received addendums.

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## EXHIBIT "C", PUBLIC RECORDS LAW TO AIA A101-2017 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

**PUBLIC RECORDS**

To the extent that Delta Pavers (Contractor) meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, CONTRACTOR must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

(a) Keep and maintain public records required by OWNER to perform the service.

(b) Upon request from OWNER's custodian of public records, provide OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., 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 contract term and following completion of the contract if the CONTRACTOR does not transfer the records to OWNER.

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

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Office of General Counsel, THE CITY OF MARY ESTHER (OWNER), 195 Christobal Road North, Mary Esther, FL 32569.

(f) THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF MARY ESTHER OWNER CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS

OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF MARY ESTHER OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT HE HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR 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 TERMINATION.

End of Section 00 10 00, Exhibit C

**SECTION 00 10 00 – EXHIBIT D – DRAFT AGREEMENT (AIA DOCUMENT A105-2017)**

See Attached AIA Document

END OF SECTION 00 10 00, EXHIBIT D

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# AIA® Document A105® – 2017

## *Standard Short Form of Agreement Between Owner and Contractor*

**AGREEMENT** made as of the Seventeenth day of November in the year Two Thousand Twenty-Five
*(In words, indicate day, month and year.)*

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

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

and the Contractor:
*(Name, legal status, address and other information)*
DESIGN SOLUTION ENTERPRISES INC. DBA DELTA PAVERS
3999 Commons Drive W, Suite A, Destin, FL 32541
for the following Project:
*(Name, location and detailed description)*

City of Mary Esther Site Improvements Project
302 Mary Esther Blvd
Mary Esther, FL
A. The Work of this contract involves the exterior areas of the existing CITY HALL building owned by The City of Mary Esther, Florida as identified in the contract documents. Major components of the project include: 1. Removal of existing concrete sidewalks as shown on the Drawings. 2. Installation of new concrete sidewalks as shown on the Drawings and specified. 3. Crack repair and new sealcoat of asphalt paving as shown on the Drawings and specified. 4. New thermal stripping of driveway and parking areas as shown on the Drawings and specified. 5. Other requirements shown and/or described in the Contract Documents.

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

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

The Owner and Contractor agree as follows.

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

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

DRAFT

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## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

.1 this Agreement signed by the Owner and Contractor;

.2 the drawings and specifications prepared by the Architect, dated October 12, 2025, and enumerated as follows:

Drawings:

| Number | Title | Date |
|---|---|---|
| As described in the Index To Drawings | Cover Sheet Index to Drawings | 10/12/25 |

Specifications:

| Section | Title | Pages |
|---|---|---|
| As listed in the Table of Contents | Project Manual Table of Contents | |

.3 addenda prepared by the Architect as follows:

| Number | Date | Pages |
|---|---|---|

DRAFT

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**User Notes:** (690c09a7f373acb8fa91ecdc)

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 2.1** The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

**§ 2.2 Date of Commencement:**
Unless otherwise set forth below, the date of commencement shall be the date of the Owner's written Notice To Proceed.
*(Insert the date of commencement if other than the date of this Agreement.)*

**§ 2.3 Substantial Completion:**
Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
*(Check the appropriate box and complete the necessary information.)*

[ X ] Not later than Ninety ( 90 ) calendar days from the date of commencement.

[ ] By the following date:

## ARTICLE 3 CONTRACT SUM

**§ 3.1** The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

($ )

**§ 3.2** For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
*(Itemize the Contract Sum among the major portions of the Work.)*

| Portion of the Work | Value |
|---|---|

**§ 3.3** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
*(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

None.

**§ 3.4** Allowances, if any, included in the Contract Sum are as follows:
*(Identify each allowance.)*

| Item | Price |
|---|---|
| Owner's Contingency (Only used by Owner written directive) All unused portions are returned to the Owner. | $10,000.00 |

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

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

## ARTICLE 4 PAYMENTS

**§ 4.1** Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in

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accordance with Article 12, as follows:
*(Insert below timing for payments and provisions for withholding retainage, if any.)*

Submit AIA Payment Application by the 25th of each month (projected to the end of the month) to the Architect for Certification. Owner will make payment within 30-days of Certified Application.

**§ 4.2** Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
*(Insert rate of interest agreed upon, if any.)*

0.00 %

## ARTICLE 5 INSURANCE

**§ 5.1** The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 0 10 00, Instructions to Bidders, Paragraph 1.14, Insurance.

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**§ 5.1** The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

**§ 5.2** The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

**§ 5.3** Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

**§ 5.4** Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

## ARTICLE 6 GENERAL PROVISIONS

### § 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

### § 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

### § 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

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**§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents**
Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

**§ 6.5 Electronic Notice**
Written notice under this Agreement may be given by one party to the other by email as set forth below.
*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

**ARTICLE 7 OWNER**
**§ 7.1 Information and Services Required of the Owner**
**§ 7.1.1** If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

**§ 7.1.2** Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

**§ 7.1.3** Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

**§ 7.2 Owner's Right to Stop the Work**
If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

**§ 7.3 Owner's Right to Carry Out the Work**
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

**§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts**
**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

**ARTICLE 8 CONTRACTOR**
**§ 8.1 Review of Contract Documents and Field Conditions by Contractor**
**§ 8.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 8.1.2** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

**§ 8.2 Contractor's Construction Schedule**
The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

**§ 8.3 Supervision and Construction Procedures**

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**§ 8.3.1** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

**§ 8.3.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

**§ 8.4 Labor and Materials**

**§ 8.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

**§ 8.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 8.5 Warranty**

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

**§ 8.6 Taxes**

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

**§ 8.7 Permits, Fees and Notices**

**§ 8.7.1** The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

**§ 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

**§ 8.8 Submittals**

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

**§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

**§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

**§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

**§ 8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim,

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damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

## ARTICLE 9 ARCHITECT

**§ 9.1** The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 9.2** The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

**§ 9.3** The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

**§ 9.4** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

**§ 9.5** The Architect has authority to reject Work that does not conform to the Contract Documents.

**§ 9.6** The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 9.7** On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

**§ 9.8** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

**§ 9.9** The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

## ARTICLE 10 CHANGES IN THE WORK

**§ 10.1** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit. Refer to Section 00 10 00, Instructions to Bidders, Paragraph 1.24 for additional information and requirements.

**§ 10.2** The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

**§ 10.3** If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

## ARTICLE 11 TIME

**§ 11.1** Time limits stated in the Contract Documents are of the essence of the Contract.

**§ 11.2** If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

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**§ 11.3** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

## ARTICLE 12 PAYMENTS AND COMPLETION

### § 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 12.2 Applications for Payment

**§ 12.2.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 12.2.2** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

### § 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

### § 12.4 Progress Payments

**§ 12.4.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

**§ 12.4.2** The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

**§ 12.4.3** Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

**§ 12.4.4** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

### § 12.5 Substantial Completion

**§ 12.5.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**§ 12.5.2** When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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**§ 12.6 Final Completion and Final Payment**

**§ 12.6.1** Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

**§ 12.6.2** Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

**§ 12.6.3** Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

## ARTICLE 14 CORRECTION OF WORK

**§ 14.1** The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

**§ 14.2** In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

**§ 14.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

**§ 15.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

**§ 15.2 Tests and Inspections**

**§ 15.2.1** At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 15.2.2** If the Architect requires additional testing, the Contractor shall perform those tests.

**§ 15.2.3** The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 15.3 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

## ARTICLE 16 TERMINATION OF THE CONTRACT

**§ 16.1 Termination by the Contractor**

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

**§ 16.2 Termination by the Owner for Cause**

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**§ 16.2.1** The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

**§ 16.2.2** When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

.1 take possession of the site and of all materials thereon owned by the Contractor, and

.2 finish the Work by whatever reasonable method the Owner may deem expedient.

**§ 16.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 16.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**§ 16.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 17 OTHER TERMS AND CONDITIONS

*(Insert any other terms or conditions below.)*

This Agreement entered into as of the day and year first written above.
*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

| | |
|---|---|
| **OWNER** *(Signature)* | **CONTRACTOR** *(Signature)* |
| | DESIGN SOLUTION ENTERPRISES INC. DBA DELTA PAVERS |
| *(Printed name and title)* | *(Printed name and title)* |

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# *Additions and Deletions Report for*
## *AIA® Document A105® – 2017*

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

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**Changes to original AIA text**

**PAGE 2**

| **Number** | **Title** | **Date** |
|---|---|---|
| As described in the Index To Drawings | Cover Sheet Index to Drawings | 10/12/25 |
| **Section** | **Title** | **Pages** |
| As listed in the Table of Contents | Project Manual Table of Contents | |

**PAGE 3**

Unless otherwise set forth below, the date of commencement shall be the date of the ~~this Agreement~~Owner's written Notice To Proceed.
*(Insert the date of commencement if other than the date of this Agreement.)*

| **Item** | **Price** |
|---|---|
| Owner's Contingency (Only used by Owner written directive) All unused portions are returned to the Owner. | $10,000.00 |

**PAGE 4**

**§ 5.1** The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 0 10 00, Instructions to Bidders, Paragraph 1.14, Insurance.~~5.1:~~

~~**§ 5.1.1** Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00 ) each occurrence, ($ ) general aggregate, and ($ ) aggregate for products-completed operations hazard.~~

~~**§ 5.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ($ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.~~

~~**§ 5.1.3** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower~~

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~~coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~**§ 5.1.4** Workers' Compensation at statutory limits.~~

~~**§ 5.1.5** Employers' Liability with policy limits not less than ($ ) each accident, ($ ) each employee, and ($ ) policy limit.~~

~~**§ 5.1.6** The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.~~

~~**§ 5.1.7 Other Insurance Provided by the Contractor**~~
~~*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*~~

| ~~Coverage~~ | ~~Limits~~ |
|---|---|
| - | - |

**§ 5.21** The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

**§ 5.32** The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

**§ 5.43** Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

**§ 5.54** Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

**PAGE 7**

**§ 10.1** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit. Refer to Section 00 10 00, Instructions to Bidders, Paragraph 1.24 for additional information and requirements.

**Variable Information**

**PAGE 1**

**AGREEMENT** made as of the Seventeenth day of November in the year Two Thousand Twenty-Five
*(In words, indicate day, month and year.)*

City of Mary Esther, Florida

195 Christobal Road
Mary Esther, FL 32569

850.234.3566

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City of Mary Esther Site Improvements Project

302 Mary Esther Blvd
Mary Esther, FL

A. The Work of this contract involves the exterior areas of the existing CITY HALL building owned by The City of Mary Esther, Florida as identified in the contract documents. Major components of the project include: 1. Removal of existing concrete sidewalks as shown on the Drawings. 2. Installation of new concrete sidewalks as shown on the Drawings and specified. 3. Crack repair and new sealcoat of asphalt paving as shown on the Drawings and specified. 4. New thermal stripping of driveway and parking areas as shown on the Drawings and specified. 5. Other requirements shown and/or described in the Contract Documents.

Florida Architects, Inc. (FLA)

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

850.257.5400

**PAGE 2**

**.2** the drawings and specifications prepared by the Architect, dated October 12, 2025 , and enumerated as follows:

**PAGE 3**

[ X ] Not later than Ninety ( 90 ) calendar days from the date of commencement.

[ ] By the following date:

None.

**PAGE 4**

Submit AIA Payment Application by the 25th of each month (projected to the end of the month) to the Architect for Certification. Owner will make payment within 30-days of Certified Application.

0.00 %

DRAFT

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**SECTION 00 31 00 – BID PROPOSAL FORM (EXHIBIT "A")**

GENERAL

BID FOR CONSTRUCTION CONTRACT FOR:
CITY HALL SITE IMPROVEMENTS PROJECT
BID No. 2025-CH-2

1.1 BID FROM: DESIGN SOLUTION ENTERPRISES INC. DBA DELTA PAVERS
(herein after called "Bidder") a Corporate organized and existing under the laws of the State of Florida, a Partnership, or an individual.

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

A. The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as Principal or Principals is, or are, named herein and that no other person and herein mentioned has any interest in this proposal or in the contract to be entered into; that this Bid is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith, without collusion or fraud.

B. The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done; that he has examined the drawings and specifications for the work and the contractual documents relative thereto (available by registering with the Architect), and has read all the special provisions furnished prior to the opening of bids, and that he has satisfied himself relative to the work to be performed.

C. The Bidder proposes and agrees, if this Bid is accepted, to contract the Owner in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the scope-of-work identified in full and complete accordance with the shown, noted, described, and intended requirements of the Contract Documents to the full and entire satisfaction of Florida Architects, Inc. with a definite understanding that no money will be allowed for extra work except as set for in the Contract Documents, the Bidder makes the following proposal.

D. The Bidder further proposes and agrees to commence work under this Contract no later than five (5) consecutive days from the date established in the Notice to Proceed issued by the Architect and be Substantially and Finally Complete within the time as specified in Section 00 10 00, "Instructions to Bidders".

1.2 After the date of Substantial Completion, an additional Fourteen (14) calendar days as noted above will be allowed for the following:

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

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

1.4 CONSIDERATION OF BIDS:

A. The Bidder agrees that this bid may not be withdrawn for a period of thirty (30) calendar days from the opening thereof.
B. Refer to Section 00 10 00, Instructions to Bidders for list of Exhibits and requirements to be attached to this Proposal.
C. This Bid Form shall become a part of the Contract for Construction.

1.5 ALLOWANCES:

A. The Contractor shall include Ten-Thousand Dollars ($10,000.00) for the Owner's Contingency only to be used in the Contract for items approved in writing by the Architect and Owner.

1.6 ADDENDA RECEIPT:

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

1.7 BID AMOUNTS:

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

Bid Amount (In Words):

Forty thousand one hundred and ten _____Dollars

($ 40,110.00 )

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

1.8 ALTERNATES:

A. None.

1.9 SIGNATURES:

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

N/A for paver installers

Respectfully submitted,

(FIRM NAME) DESIGN SOLUTION ENTERPRISES INC. DBA DELTA PAVERS

Address: 3999 Commons Dr W, Suite A, Destin, FL 32541

By: _____
(Signature of Authorized Officer)

Print Name &Title: JOAO RIBEIRO, PRESIDENT

Witness: _____

(Seal if bid is by a Corporation) (SEAL)

State of Florida General Contractor's License Number: N/A for paver installers

1.11 DISCLAIMER

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

1 PRODUCTS (Not Used)

2 EXECUTION (Not Used)

END OF SECTION 00 31 00

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**SECTION 01 10 00 - SUMMARY**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 00 and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work by Owner.
4. Work under separate contracts.
5. Owner-furnished products.
6. Access to site.
7. Coordination with occupants.
8. Work restrictions.
9. Specification and drawing conventions.

B. Related Section:

1. Division 00 Section "Instructions to Bidders" for limitations and procedures.
2. Division 01 Section "Project Management and Coordination" for Contractor's requirements for utilizing the Project Website(s).

1.3 PROJECT INFORMATION

A. Project Identification and Owner:

CITY OF MARY ESTHER
CITY HALL SITE IMPROVEMENTS PROJECT
FLA Project No. 4315-02

B. Project Location:

CITY HALL
302 Mary Esther Blvd
Mary Esther, FL 32569

C. Architect:

FLORIDA ARCHITECTS, INC.
103 W. 5th Street
Panama City, FL 32401
850.257.5400

D. Project Website(s): Project Website(s) administered by the Architect will be used for purposes of managing communication and documents during the design and construction stages. The Contractor shall

register key personnel to access the internet based secure websites to administer the work with the Owner and Architect.

1. See Division 01 Section "Project Management and Coordination" for Contractor's requirements for utilizing the Project Website(s).

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of this contract involves the exterior areas of the existing CITY HALL building owned by The City of Mary Esther, Florida as identified in the contract documents. Major components of the project include:

1. Removal of existing concrete sidewalks as shown on the Drawings.
2. Installation of new concrete sidewalks as shown on the Drawings and specified.
3. Crack repair and new sealcoat of asphalt paving as shown on the Drawings and specified.
4. New thermal stripping of driveway and parking areas as shown on the Drawings and specified.
5. Other requirements shown and/or described in the Contract Documents.

B. Type of Contract:

1. Project will be constructed under a single prime contract with a traditional Bid-Build General Contractor delivery method.
2. **AIA A105-2017**; Short Form of Agreement Between Owner and Contractor (Stipulated Sum) will be used for this project.

1.5 WORK BY OWNER

A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract, Owners operations, or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

1.6 OWNER-FURNISHED PRODUCTS

A. Owner DOES NOT plan to furnish products to be incorporated into the project at the time of the Contract.

1.7 ACCESS TO SITE

A. General: The existing building (City Hall) will be fully operational and occupied by the Owner and utilized by the public. Contractor shall have limited use of Project site for construction operations and shall allow full occupancy of the existing facility.

B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated without Owner’s approval.

1. Limits: Limit site disturbance to the area of work required.
2. Driveways, Walkways and Entrances: Keep driveways loading areas, parking and entrances serving premises clear for emergency vehicles and Owner operations at all times. Do not use these areas for parking or storage of materials.
    a. Schedule deliveries to minimize use of driveways, loading areas, and entrances by construction operations.
    b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.8 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:30 a.m. to 7:30 p.m., Monday through Friday, except as otherwise indicated.

1. Weekend Hours: 8:00 a.m. to 5:00 p.m. with Owner's permission.

C. Employee Identification: Provide identification tags or clothing for Contractor personnel working on the Project site. Require personnel to utilize identification at all times.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 00 Conditions, and Division 01 General Requirements: Requirements of Sections in Divisions 00 and 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and/or as scheduled on Drawings.
3. Architectural Dictionary: A Concise Dictionary of Architectural Terms By John Henry Parker.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

**SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 00 and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Requests for Information (RFIs).
4. Project Website.
5. Project Meetings.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.
B. ASI: Architect's Supplemental Instructions.
C. RFP: Request for Proposal.

1.4 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation. Prepare and submit Coordination Drawings.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required ongoing operations, maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.

3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals and Shop Drawings.
5. Progress Meetings.
6. Preinstallation Conferences.
7. Project closeout activities.

## 1.5 KEY PERSONNEL

A. Key Personnel Names: Within 5 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list mobile telephone numbers and email addresses.

1. Post copies of list on Project Website, and by each temporary telephone. Keep list current at all times.

## 1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect to the Contractor with response within five (5) working days.
2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of Subcontractors.

B. Frivolous RFIs:

1. RFIs submitted to the Architect, where the response is clearly obvious in the contract documents, shall be returned indicating only where the response may be located.
2. The time involved in reviewing the documents to locate the response and the time required to prepare the response to frivolous RFI’s shall be billed to the Contractor at the Project Architect’s prevailing wage rate.

C. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, Coordination Drawings, and other information necessary to fully describe items needing interpretation.

D. RFI Forms: AIA Document G716.
E. Architect's Action: Architect will review each RFI, determine action required, and respond. RFIs received by Architect after 3:00 p.m., will be considered as received the following working day.

1. The following RFIs will be returned without action:

a. Requests for approval of submittals.
b. Requests for coordination information already indicated in the Contract Documents.
c. Requests for adjustments in the Contract Time or the Contract Sum.
d. Requests for interpretation of Architect's actions on submittals.
e. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within five (5) days if Contractor disagrees with response.

G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use software log that is part of Project Website or can be posted to the Project Website. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

## 1.7 PROJECT WEBSITE

A. Use Architect's Project Website(s) for purposes of hosting and managing project communication and documentation until Final Completion. Project Website(s) shall include the following functions:

1. Project directory.
2. Project correspondence.
3. Meeting minutes.
4. Contract modifications forms and logs.
5. RFI and ASI forms and logs.
6. Task and issue management.
7. Photo documentation.
8. Schedule and calendar management.
9. Submittals, Shop Drawings forms and logs.
10. Payment application forms.
11. Drawing and specification document hosting, viewing, and updating.
12. Online document collaboration.
13. Reminder and tracking functions.
14. Archiving functions.

B. The Architect will provide access to the following Project Website software package under their current published licensing agreements and is used by the Contractor at no cost:

1. BaseCamp by 37 Signals.

C. Contractor and other parties granted access by the Contractor to project Websites shall execute a data licensing agreement/digital file release in the form of Agreement included in this Project Manual.

## 1.8 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Contractor responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting via BaseCamp.

B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Conduct the conference to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of Owner, Architect, Contractor and its superintendent; major subcontractors; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Critical work sequencing and long-lead items.
    c. Designation of key personnel and their duties.
    d. Lines of communications.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for RFIs.
    g. Procedures for testing and inspecting.
    h. Procedures for processing Applications for Payment.
    i. Submittal procedures.
    j. Preparation of record documents.
    k. Use of the premises.
    l. Work restrictions.
    m. Working hours.
    n. Owner's continued occupancy requirements.
    o. Temporary facilities and controls.
    p. Procedures for disruptions and shutdowns.
    q. Construction waste management and recycling.
    r. Parking availability.
    s. Work, and storage areas.
    t. Equipment deliveries and priorities.
    u. First aid.
    v. Safety.
    w. Progress cleaning.

4. Minutes: Contractor responsible for conducting meeting will record and distribute meeting minutes via BaseCamp.

C. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner and Architect, but no later than 10 days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Architect, and their the Contractor, Subcontractor(s), and other concerned entities parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

    a. Preparation of record documents.
    b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    c. Submittal of written warranties.

d. Preparation of Contractor's punch list.
e. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
f. Responsibility for removing temporary facilities and controls.

4. Minutes: Contractor conducting meeting will record and distribute meeting minutes via BaseCamp.

D. Progress Meetings: Conduct progress meetings at bi-weekly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner, Architect, the Contractor, and other entities concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

4. Minutes: Contractor responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information via BaseCamp.

a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting via BaseCamp.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

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**SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Division 00 and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for the following:

1. Disposing of nonhazardous construction waste.

1.3 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction operations. Construction waste includes packaging.
B. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

1.4 SUBMITTALS

A. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials. Burning of any kind on-site is prohibited.

C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 01 74 19

**SECTION 03 30 00 - CAST-IN-PLACE CONCRETE**

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Formwork for cast-in-place concrete.
2. Form stripping.
3. Reinforcing steel for cast-in-place concrete.
4. Cast-in-place concrete, including concrete for the following:
   a. Slabs on grade.
5. Concrete curing.

1.02 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including Division 00 and Division 01 Sections apply to work of this section.

1.03 SUBMITTALS

A. Quality Control Submittals: Submit the following information related to quality assurance requirements specified: Design data: Submit proposed mix designs and test data before concrete operations begin. Identify for each mix submitted the method by which proportions have been selected.

1. For mix designs based on field experience, include individual strength test results, standard deviation, and required average compressive strength (f'c) calculations.
2. For mix designs based on trial mixtures, include trial mix proportions, test results, and graphical analysis and show required average compressive strength (f'c).
3. Indicate quantity of each ingredient per cubic yard of concrete.
4. Indicate type and quantity of admixtures proposed or required.
5. Test reports: Submit laboratory test reports for all testing specified.
6. Certifications: Submit affidavits from an independent testing agency certifying that all materials furnished under this section conform to specifications.
7. Certifications: Provide certification from manufacturers of concrete admixtures that chloride content complies with specified requirements.
8. Submit batch tickets complying with ASTM C 685 or delivery tickets complying with ASTM C 94, as applicable, for each load of concrete used in the work.

1.04 QUALITY ASSURANCE

A. Codes and Standards: Comply with the following documents, except where requirements of the contract documents or of governing authorities are more stringent:
   1. ACI 301.
   2. ACI 318.
   3. CRSI Manual of Standard Practice.

B. Testing Agency Services:
   1. Employ, at contractor's expense, an independent testing agency acceptable to the Architect to perform specified tests and other services required for quality assurance.
      a. Testing agency shall meet ASTM E 329 requirements.

C. Source of Materials: Obtain materials of each type from same source for the entire project.

1.05 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.
   1. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
      a. Contractor's superintendent.
      b. Independent testing agency responsible for concrete design mixtures.
      c. Ready-mix concrete manufacturer.
      d. Concrete Subcontractor.
      e. Special concrete finish Subcontractor.
   2. Review the following:
      a. Special inspection and testing and inspecting agency procedures for field quality control.
      b. Construction joints, control joints, isolation joints, and joint-filler strips.
      c. Semirigid joint fillers.
      d. Cold and hot weather concreting procedures and ACI Standards.
      e. Concrete finishes and finishing.
      f. Curing procedures.
      g. Forms and form-removal limitations.
      h. Methods for achieving specified slab slopes, flatness, and levelness.
      i. Concrete repair procedures.
      j. Concrete protection.
      k. Initial curing and field curing of field test cylinders (ASTM C31/C31M.)
      l. Protection of field cured field test cylinders.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver reinforcement to project site bundled and tagged with metal tags indicating bar size, lengths and other data corresponding to information shown on placement drawings.
   1. Store concrete reinforcement materials at the site to prevent damage and accumulation of dirt or rust.
   2. Store cementitious materials in a dry, weather tight location. Maintain accurate records of shipment and use.
B. Store aggregates to permit free drainage and to avoid contamination with deleterious matter or other aggregates. When stockpiled on ground, discard bottom 6 inches of pile.

C. Handle aggregates to avoid segregation.

PART 2 - PRODUCTS

2.01 FORM WORK

A. Facing Materials:
   1. Unexposed finish concrete: Any standard form materials that produce structurally sound concrete. Exposed finish concrete: Materials selected to offer optimum smooth, stain-free final appearance and minimum number of joints.

B. Form Work Accessories:
   1. Form coating: Form release agent that will not adversely affect concrete surfaces or prevent subsequent application of concrete coatings.
   2. Fillets: Wood or plastic fillets for chamfered corners, in maximum lengths possible.

2.02 REINFORCING MATERIALS

A. Welded Wire Fabric: ASTM A1064, cold-drawn steel, plain.

B. Reinforcing Accessories:
1. Tie wire: Black annealed type, 16-1/2 gage or heavier.
2. Supports: Supports conforming to specifications of CRSI "Manual of Standard Practice".

2.03 CONCRETE MATERIALS

A. Portland Cement: ASTM C 150, and as follows:
1. Type I/II.
2. Fly Ash: ASTM C618, Class F, except that the maximum allowable loss on ignition must not exceed 3 percent. Fly ash content must be a minimum of 15 percent by weight of cementitious material, provided the fly ash does not reduce the amount of cement in the concrete mix below the minimum requirements of local building codes. Where the use of fly ash cannot meet the minimum level, provide the maximum amount of fly ash permittable that meets the code requirements for cement content. Report the chemical analysis of the fly ash in accordance with ASTM C311/C311M. Evaluate and classify fly ash in accordance with ASTM D5759.
3. Water: Potable

B. Aggregates:
1. Normal weight concrete: ASTM C 33.
a. Class IN. Provide sand that is at least 50 percent acid insoluble based on ASTM D3042.
b. Gradation as specified below under mix design.

C. Admixtures - General: Admixtures which result in more than 0.1 percent of soluble chloride ions by weight of cement are prohibited.

D. Air-Entraining Admixture: ASTM C 260 and certified by manufacturer for compatibility with other mix components.

E. Water-Reducing Admixture: ASTM C 494, Type A.

2.04 MISCELLANEOUS MATERIALS AND ACCESSORIES

A. Vapor Retarder: Membrane for installation beneath all slabs on grade, resistant to decay when tested in accordance with ASTM E 154, and as follows:
1. 10 mil polyethylene.

C. Nonshrink Grout: ASTM C 1107.
1. Type: Provide nonmetallic type only.

D. Burlap: AASHTO M 182, Class 2 jute or kenaf cloth.

E. Moisture-Retaining Cover: ASTM C 171, and as follows:
1. Curing paper.
2. Polyethylene film.
3. White burlap-polyethylene sheeting.

F Liquid Curing Compounds:
1. Material - curing compounds: Comply with ASTM C 309, Type I.

a. Non-yellowing formulation where subject to ultraviolet light.
b. Curing and sealing compound: Where indicated, provide curing and sealing formulation with long-lasting finish that is resistant to chemicals, oil, grease, deicing salts, and abrasion.

G. Bonding Compound: Non-redispersable acrylic bonding admixture, ASTM C 1059, Type II.

## 2.05 CONCRETE MIX DESIGN

A. Review: Do not begin concrete operations until proposed mix has been reviewed by the Architect.

B. Proportioning of Normal Weight Concrete: Comply with recommendations of AC I 211.1.

C. Required Average Strength: Establish the required average strength f(cr) of the design mix on the basis of either field experience or trial mixtures as specified in ACI 301, and proportion mixes accordingly. If trial mixtures method is used, employ an independent testing agency acceptable to the Architect for preparing and reporting proposed mix design.

D. Admixtures:
1. Air-entraining admixture: Add at rate to achieve specified air content.
   a. Do not use in slabs-on-grade scheduled to receive topping or troweled finish, unless manufacturer of topping recommends use over air-entrained concrete.
2. Water-reducing admixture: Add as required for placement and workability.
3. Do not use admixtures not specified or approved.

E. Design mix to meet or exceed each requirement specified. Where more than one criterion is specified, the most stringent shall apply. For example, a minimum cement content or maximum water-cement ratio may be required in order to achieve the required strength.
1. Specified compressive strength (f' c) (ASTM C 39): 4000 psi at 28 days. Maximum water-cement ratio by weight: 0.46 maximum for air-entrained concrete. Maximum slump: 4" + 1”
2. Maximum nominal size of coarse aggregate: As recommended in ACI 211. I.
3. Total air content (ASTM C 173 or ASTM C 231): 3 percent.

F. Mix adjustments: Provided that no additional expense to Owner is involved, Contractor may submit for Architect's approval requests for adjustment to approved concrete mixes when circumstances such as changed project conditions, weather or unfavorable test results occur. Include laboratory test data substantiating specified properties with mix adjustment requests.

## 2.06 CONTROL OF MIX IN THE FIELD

A. Slump: A tolerance of up to 1 inch above that specified will be permitted for I batch in 5 consecutive batches tested. Concrete of lower slump than that specified may be used, provided proper placing and consolidation is obtained.

1. No addition of water will be acceptable after initial batching of the concrete at the batching plant.

B. Do not use batches that exceed tolerances.

## 2.07 CONCRETE MIXING

A. Transit Mixers: Mix concrete materials in transit mixers, complying with requirements of ASTM C 94.

PART 3 - EXECUTION

3.01 CONCRETE FORM PREPARATION

A. General: Comply with requirements of ACI 301 for form work, and as herein specified. The contractor is responsible for design, engineering, and construction of form work, and for its timely removal.

B. Design: Design and fabricate forms for easy removal, without impact, shock, or damage to concrete surfaces or other portions of the work. Design to support all applied loads until concrete is adequately cured, within allowable tolerances and deflection limits.

D. Tolerances for Formed Surfaces: Comply with minimum tolerances established in ACI 117, unless more stringent requirements are indicated on the drawings.

E. Release Agent: Provide field-applied form coating. Tthoroughly clean and recondition form work and reapply coating before each use. Rust on form surfaces is unacceptable.

G. SLOPE CONCRETE SLABS AS SHOWN ON THE DRAWINGS. Slab surfaces that are not properly sloped will be required to be removed and replaced.

3.02 VAPOR RETARDER INSTALLATION

A. General: Place vapor retarder sheet over prepared base material, aligning longer dimension parallel to direction of pour and lapped 6 inches. Seal joints with appropriate tape.

3.03 PLACING REINFORCEMENT

A. General: Comply with requirements of ACI 301 and as herein specified.

B. Preparation: Clean reinforcement of loose rust and mill scale, soil, and other materials which adversely affect bond with concrete.

C. Placement: Place reinforcement to achieve not less than minimum concrete coverages required for protection. Accurately position, support, and secure reinforcement against displacement.
1. Wire fabric: Install in maximum lengths possible, lapping adjoining pieces not less than one full mesh. Offset end laps to prevent continuous laps in either direction, and splice laps with tie wire.

D. Exterior Concrete Slabs: All exterior slabs, walkways, driveways and pads shall be reinforced with wire fabric and placed over vapor barrier. Minimum 6x6 W2.1xW2.1 WWF.

3.04 JOINT CONSTRUCTION

A Construction Joints: Locate and install construction joints as indicated on drawings. If construction joints are not indicated, locate in manner which will not impair strength and will have least impact on appearance, as acceptable to the Architect. The surface of concrete construction joints shall be cleaned and laitance removed. Immediately before new concrete is placed, construction joints shall be wetted and standing water removed.

1. Keyways: Provide keyways not less than 1-1/2 inches deep.
2. Reinforcement: Continue reinforcement across and perpendicular to construction joints, unless

details specifically indicate otherwise.

B. Control Joints: Construct contraction joints in slabs poured on grade to form panels of sizes indicated on drawings, but not more than 15 feet apart in either direction.
   1. Saw cuts: Form control joints by means of saw cuts one-fourth the depth of the slab, performed within 12 hours after slab finishing without dislodging aggregate.

3.05 CONCRETE PLACEMENT

A. Inspection: Before beginning concrete placement, inspect form work, reinforcing steel, and items to be embedded, verifying that all such work has been completed.
   1. Wood forms: Moisten immediately before placing concrete in locations where form coatings are not used.

B. Placement - General: Comply with requirements of ACI 304 and as follows:
   1. Schedule continuous placement on concrete to prevent the formation of cold joints.
   2. Provide construction joints if concrete for a particular element or component cannot be placed in continuous operation.
   3. Deposit concrete as close as possible to its final location, to avoid segregation.

C. Slab Placement: Schedule continuous placement and consolidation of concrete within planned construction joints. Thoroughly consolidate concrete without displacing reinforcement or embedded items, using internal vibrators, vibrating screeds, roller pipe screeds, or other means acceptable to Architect. Strike off and level concrete slab surfaces, using highway straightedges, darbies, or bull floats before bleed water can collect on surface. Do not work concrete further until finishing operations are commenced.

3.06 FINISHING SLABS

A. Finishing Operations - General:
   1. Do not directly apply water to slab surface or dust with cement.
   2. Use hand or powered equipment only as recommended in ACI 302.1R.
   3. Screeding: Strike off to required grade and within surface tolerances indicated. Verify conformance to surface tolerances. Correct deficiencies while concrete is still plastic.
   4. Bull Floating: Immediately following screeding, bull float or darby before bleed water appears to eliminate ridges, fill in voids, and embed coarse aggregate. Recheck and correct surface tolerances.
   5. Do not perform subsequent finishing until excess moisture or bleed water has disappeared and concrete will support either foot pressure with less than 1/4 inch indentation or weight of power floats without damaging flatness.
   6. Final Floating: Float to embed coarse aggregate, to eliminate ridges, to compact concrete, to consolidate mortar at surface, and to achieve uniform, sandy texture. Recheck and correct surface tolerances.

B. Coordinate appearance and texture of required final finishes with the Architect before application.
   1. Apply trowelled “picture framing” on concrete sidewalks after field is medium broomed perpendicular to run of walkway.

C. Slab Surface Tolerances:
   1. Achieve flat, level planes except where grades are indicated. Slabs that are not properly sloped will be saw-cut, removed and re-poured to the satisfaction of the Architect.
   2. Floated and trowel finishes: Depressions between high spots shall not exceed 1/8 inch under a 10 foot straightedge.

D. Repair of Slab Surfaces: Test slab surfaces for smoothness and to verify surface plane to tolerance specified.

1. Repair defects as follows:
   a. High areas: Correct by grinding after concrete has cured for not less than 14 days.
   b. Low areas: Immediately after completion of surface finishing operations, cut out low areas and replace with fresh concrete. Finish repaired areas to blend with adjacent concrete.
   c. Proprietary patching compounds may be used when approved by the Architect.

N/A for paver installers

2. Crazed or cracked areas: Cut out defective areas, except random cracks and single holes not exceeding 1 inch in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts. Dampen exposed concrete and apply bonding compound. Mix, place, compact and finish patching concrete to match adjacent concrete.

3. Isolated cracks and holes: Groove top of cracks and cut out holes not over 1 inch in diameter. Dampen cleaned concrete surfaces and apply bonding compound; place dry pack or proprietary repair compound acceptable to Architect while bonding compound is still active:
   a. Dry-pack mix: one part portland cement to 2-1/2 parts fine aggregate and enough water as required for handling and placing.
   b. Install patching mixture and consolidate thoroughly, striking off level with and matching surrounding surface. Do not allow patched areas to dry out prematurely.

## 3.07 CONCRETE CURING AND PROTECTION

A. General:
   1. Prevent premature drying of freshly placed concrete and protect from excessively cold or hot temperatures until concrete has cured.
   2. Provide curing of concrete by one of the methods listed and as appropriate to service conditions.

B. Curing Period:
   1. Not less than 7 days for standard cements and mixes.

C. Formed Surfaces: Cure formed concrete surfaces by moist curing with forms in place for full curing period or until forms are removed.
   1. Keep wooden or metal forms moist when exposed to heat of the sun.
   2. If forms are removed prior to completion of curing process, continue curing by one of the applicable methods specified.

D. Surfaces Not in Contact with Forms:
   1. Start curing as soon as free water has disappeared, but before surface is dry. Place to protect adjacent concrete edges. Acceptable curing methods:
      a. Water-fog spray.
      b. Saturated burlap: provide 4-inch minimum overlap at joints.
         1. Extend covering past slab edges at least twice the thickness of the slab.
         2. Do not use plastic sheeting on surfaces which will be exposed to view when in service.
         3. Curing compound: Apply at rate stated by manufacturer to conform with moisture-retention requirements specified, using second, immediate application at right angles to first, if necessary, and reapply if damaged by rain.
         4. Curing and sealing compound: Apply at rate stated by manufacturer to conform with moisture-retention requirements specified, using second, immediate application at right angles to first, if necessary, and reapply if damaged by rain. Apply additional coat near substantial completion to act as sealer.

E. Avoid rapid drying at end of curing period.

## 3.08 REMOVAL OF FORMS

A. Non-Load-Bearing Form Work: Provided that concrete has hardened sufficiently that it will not be

damaged may be removed after concrete has cured at not less than 50 degrees F for 24 hours. Maintain curing and protection operations after form removal.

## 3.09 CONCRETE REPAIRS

A. Perform cosmetic repairs of concrete surfaces as specified under concrete application.

## 3.10 QUALITY CONTROL TESTING DURING CONSTRUCTION

A. Concrete: Composite Sampling and Making and Curing of Specimens: ASTM C 172 and ASTM C 31.
   1. Take samples at point of discharge.
   2. For pumped concrete, perform sampling and testing at the frequencies specified herein at point of delivery to pump, and perform additional sampling and testing at the same frequency at discharge from line. Results obtained at discharge from line shall be used for acceptance of concrete.

B. Slump: ASTM C 143. One test per strength test and additional tests if concrete consistency changes. Modify sampling to comply with ASTM C 94.

C. Air Content of Normal Weight Concrete: ASTM C 173 or ASTM C 231. One test per strength test performed on air-entrained concrete.

D. Concrete Temperature: Test each time a set of strength test specimens is made.

E. Compressive Strength Tests: ASTM C 39.
   1. Compression test specimens: Mold and cure one set of 4 standard cylinders for each compressive strength required.
   2. Testing for acceptance of potential strength of as-delivered concrete:
      a. Obtain samples on a statistically sound, random basis.
      b. Minimum frequency:
         1. One set per 100 cubic yards or fraction thereof for each day's pour of each concrete class.
         2. One set per 2500 square feet of slab area or fraction thereof for each day's pour of each concrete class.
         3. When the above testing frequency would provide fewer than 5 strength tests for a given class of concrete during the project, conduct testing from not less than 3 randomly selected batches, or from each batch.
   3. Test one specimen per set at 7 days for information unless an earlier age is required.
   4. Test 2 specimens per set for acceptance of strength potential; test at 28 days unless other age is specified. The test result shall be the average of the two specimens. If one specimen shows evidence of improper sampling, molding, or testing, the test result shall be the result of the remaining specimen; if both show such evidence, discard the test result and inform the Architect. Retain one specimen from each set for later testing, if required.
   5. Strength potential of as-delivered concrete will be considered acceptable if all of the following criteria are met.
      a. No individual test result falls below specified compressive strength by more than 500 psi. Not more than 10 percent of individual test results fall below specified compressive strength (f’c).
      b. Average of any 3 consecutive strength test results equals or exceeds specified compressive strength (f'c).
   6. Evaluate construction and curing procedures and implement corrective action when strength results for field-cured specimens are less than 85 percent of test values for companion

laboratory-cured specimens.

F. Test Results: Testing agency shall report test results in writing to Architect and contractor within 24 hours of test.
   1. Test reports shall contain the following data:
      a. Project name, number, and other identification.
      b. Name of concrete testing agency.
      c. Date and time of sampling.
      d. Concrete type and class.
      e. Location of concrete batch in the completed work.
      f. All information required by respective ASTM test methods.

END OF SECTION 03 30 00

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**SECTION 32 12 36 - ASPHALT PAVEMENT SEALCOATING AND RESTRIPING**

PART 1 GENERAL

1.1 Drawings and general provisions of the Contract, including Division 00 and Division 01 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Asphalt Pavement Sealcoating

1.2 REFERENCE STANDARDS

A. American Society for Testing Materials (ASTM)
   1. D 2939-03 Standard Test Methods for Emulsified Bitumens Used as Protective Coatings
   2. The following ASTM test methods: D140, D466, D529, D244, C88, C131, C117, C127, C123, D1310, D2170, D95, D402, D2171, D5, D113, D2042, D711, D969, D1475, D3960, D2486, E70, D562, D3583, D3236, D5249, D6690, B117, D977

B. South Coast Air Quality Management District
   1. SCAQMD Method 304 – Determination of Volatile Organic Compounds (VOC) In Various Materials.

C. Federal Specifications for Waterborne Traffic and Airfield Marking Paints
   1. TT-P-1952E Types I, II, and III
   2. TT-P-1952D
   3. TT-P-1952B

1.3 SUBMITTALS

A. Product Data
   1. Submit manufacturer’s Product Data Sheet.

1.4 PROJECT/SITE CONDITIONS

A. Ambient Conditions
   1. Both surface and ambient temperature must be a minimum of 50°F and rising before applying cold applied crack fillers, oil spot primers, pavement sealers or traffic paints (materials). Ambient and surface temperature shall not drop below 50°F for a 24 hour period following application of materials.
   2. Apply materials during dry conditions when rain is not imminent or forecast for at least 24 hours after application.

B. Pavement/Surface Conditions
   1. Newly placed (paved) asphalt pavement surfaces should be allowed to cure a minimum of four (4) weeks under ideal weather conditions (70°F) before applying coatings.
   2. New pavement surfaces shall be free of residual oils or chemicals associated with the placement of new asphalt pavement.
   3. Aged pavement surfaces shall be cleaned and prepared as recommended in this specification under PART 3 Sections 3.1 through 3.7 of this specification.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. SealMaster Pavement Products and Equipment. SealMaster has a nationwide network of manufacturing and distribution facilities. Phone: 800-395-7325. Website: www.sealmaster.net. E-mail: info@sealmaster.net.
B. Others in accordance with Section 00 82 00, Special Conditions, Article 15, Substitutions.

2.2 MATERIALS

A. SealMaster Prep Seal Oil Spot Primer (Ready-To-Use)

B. SealMaster FlexMaster Crack Sealant (Cold-applied pourable crack sealant)

C. SealMaster Trowel Grade Crack Filler

D. SealMaster GatorPave Patching Material

E. SealMaster Pothole Patch (Cold Patch)

F. SealMaster Asphalt Binder Plus

G. MasterSeal

H. SealMaster Top Tuff Polymer Additive

I. SealMaster Liquid Thermoplastic Traffic Marking Paint (White and Yellow)

J. SealMaster Handicap Blue Traffic Paint

K. SealMaster Firelane Red Traffic Paint

L. SealMaster Line Block-Out Paint (Black)

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine pavement surface prior to performing work

B. Notify architect or project engineer of any adverse or unacceptable conditions that would affect successful repair efforts or application of materials

C. Do not commence work until unacceptable conditions are corrected

3.2 SURFACE PREPARATION

A. Surface must be clean and free from all loose material and dirt. Remove grass along edge of pavement to find true edge of pavement. Power blowers, mechanical sweeping devices and push brooms are acceptable cleaning methods.

3.3 CRACK REPAIR

A. Cold Applied Crack Filling Materials and Methods

1. Clean cracks of all dirt, debris and vegetation prior applying crack filling.

2. For cracks up to ½" apply FlexMaster Crack Sealant. FlexMaster may be applied directly from container, pour pot, crack banding equipment or mechanized pumping equipment. Allow to dry before sealcoating.
3. For cracks larger than ½" wide and up to 1" wide apply SealMaster Trowel Grade Crack Filler of SealMaster GatorPave Patching material. Apply Trowel Grade or GatorPave with trowel, squeegee or straightedge. Allow to dry before sealcoating.
4. Contractor or other Entity Responsible for performing work shall refer to Manufacturer's Product Data Sheet for more detailed application instructions for Flexmaster, Trowel Grade Crack Filler and GatorPave.

3.4 ALLIGATORED PAVEMENT REPAIR

A. Repair Alligator Cracks with SealMaster GatorPave

1. Remove all dirt, dust and vegetation on alligatored areas
2. Apply GatorPave with trowel, squeegee or straightedge.
3. Allow to dry before sealcoating.
4. Contractor or other Entity Responsible for performing work shall refer to Manufacturer's Product Data Sheet for more detailed application instructions for GatorPave.

3.5 POTHOLE REPAIR

A. Fill Potholes with SealMaster PatchMaster Pothole Patch

1. Remove loose material, debris and standing water from pothole prior to application.
2. Apply PatchMaster directly from bag into pothole
3. Compact PatchMaster with a hand tamper, vibratory-plate compactor or asphalt roller. Finished patchwork shall be flush and level with adjoining pavement.
4. Contractor or other Entity Responsible for performing work shall refer to Manufacturer's Product Data Sheet for more detailed application instructions for SealMaster PatchMaster Pothole Patch.

3.6 OIL SPOT PRIMING

A. Prime Oil Spots with SealMaster Prep Seal or SealMaster Petro Seal

1. Wipe or scrape excessive build-up of oil, grease, and gasoline spots. A torch may be used to burn away any residual.
2. Apply oil spot primer with brush, roller or sprayer.
3. Allow to dry before sealcoating.
4. Contractor or other Entity Responsible for performing work shall refer to Manufacturer's Product Data Sheet for more detailed application instructions for SealMaster Prep Seal or SealMaster Petro Seal.

3.7 LINE BLOCK-OUT PAINT

A. Applying SealMaster Line Block-Out Paint (Only where layout of markings is changed)

1. Remove all loose material and dirt from existing traffic markings.
2. Apply SealMaster Line Block-out paint with pressurized spray equipment, brush or roller.
3. Allow to dry before sealcoating.
4. Contractor or other Entity Responsible for performing work shall refer to Manufacturer's Product Data Sheet for more detailed application instructions for SealMaster Line Block-Out Paint.

3.8 MASTERSEAL APPLICATION

A. Applying MasterSeal

1. Remove all loose material and dirt from pavement surface. Remove grass along edge of pavement to find true edge of pavement. Power blowers, mechanical sweeping devices and push brooms are acceptable cleaning methods.
2. Equipment used to apply MasterSeal shall have continuous agitation or mixing capabilities to maintain homogeneous consistency of pavement sealer mixture throughout the application process. Spray equipment shall be capable of mixing and spraying pavement sealer with sand added. Self-propelled squeegee equipment with mixing capability shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of sealer into pavement surface. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.
3. MasterSeal shall be mixed in accordance with the following mix design (based on 100 gallons of MasterSeal for ease of calculation):
    - MasterSeal …… 100 gallons
    - Water…… 15-25 gallons
    - Top Tuff…… 1 gallon
    - Sand (40 to 70 mesh AFS fineness gradation)…….300-500 lbs.
4. Apply two coats of mixed MasterSeal at a rate of .11 to .13 gallon per square yard per coat to entire pavement area. Allow first coat to dry thoroughly before applying second coat.
5. Apply a third coat of mixed MasterSeal at a rate of .11 to .13 gallon per square yard to high traffic areas including parking area entrances, exits and drive lanes. Allow second coat to dry thoroughly before applying a third coat to these areas.
6. Allow final coat of pavement sealer to dry 24 hours prior to applying SealMaster 100 % Acrylic Water based Traffic Paint.

## 3.9 TRAFFIC MARKINGS/LINE STRIPING

A. Applying SealMaster Traffic Paint

1. Remove all loose material and dirt from existing pavement. Freshly applied pavement sealer shall be allowed to cure for a minimum of 24 hours prior to applying Traffic paint.
2. Apply SealMaster Liquid Thermoplastic Traffic Paint (white) with pressurized line striping spray equipment at wet thickness of 15 to 20 mils.
3. Apply SealMaster Handicap Blue to all handicap parking spots.
4. Apply SealMaster Firelane Red Traffic Paint to areas designated as Fire Zones (if shown on Drawings).
5. Allow paint to dry thoroughly prior to opening to traffic.

END OF SECTION 32 12 36

BELGARD
PAVES THE WAY
GULF COAST COLLECTION

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Our network of Preferred Partners and Belgard Authorized Contractors are trained to supply superior craftsmanship, and our products set the standard for quality. We proudly stand behind our products with a lifetime transferable limited warranty, giving you the peace of mind to know that your outdoor space will retain its beauty for years to come.

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LEGACY COLLECTION

# APPIAN-STONE®

## PALLET INFO

| | SQFT/ CUBE |
|---|---|
| 60mm Appian-Stone Combo | 112 |
| 80mm Appian-Stone Combo | 100 |
| 60mm Appian-Stone Rectangle | 111 |

## SHAPES & SIZES

**COMBO | 60MM**

6 5/16 x 6 5/16 x 2 3/8

6 5/16 x 9 7/16 x 2 3/8

**COMBO | 80MM**

6 5/16 x 6 5/16 x 3 1/8

6 5/16 x 9 7/16 x 3 1/8

**RECTANGLE | 60MM**

6 5/16 x 9 7/16 x 2 3/8

LEGACY COLLECTION

# APPIAN-STONE® *3-PIECE*

## PALLET INFO

| | SQFT/ CUBE |
|---|---|
| Appian-Stone 3-Piece | 112 |

## SHAPES & SIZES

**3-PIECE | 60MM**

4 11/16 x 6 5/16 x 2 3/8

6 5/16 x 6 5/16 x 2 3/8

6 5/16 x 9 3/8 x 2 3/8

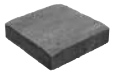
# GRAND COBBLESTONE

LEGACY COLLECTION

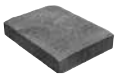
## SHAPES & SIZES

3-PIECE | 60MM

6 5/16 x 9 5/16 x 2 3/8



9 5/16 x 9 5/16 x 2 3/8



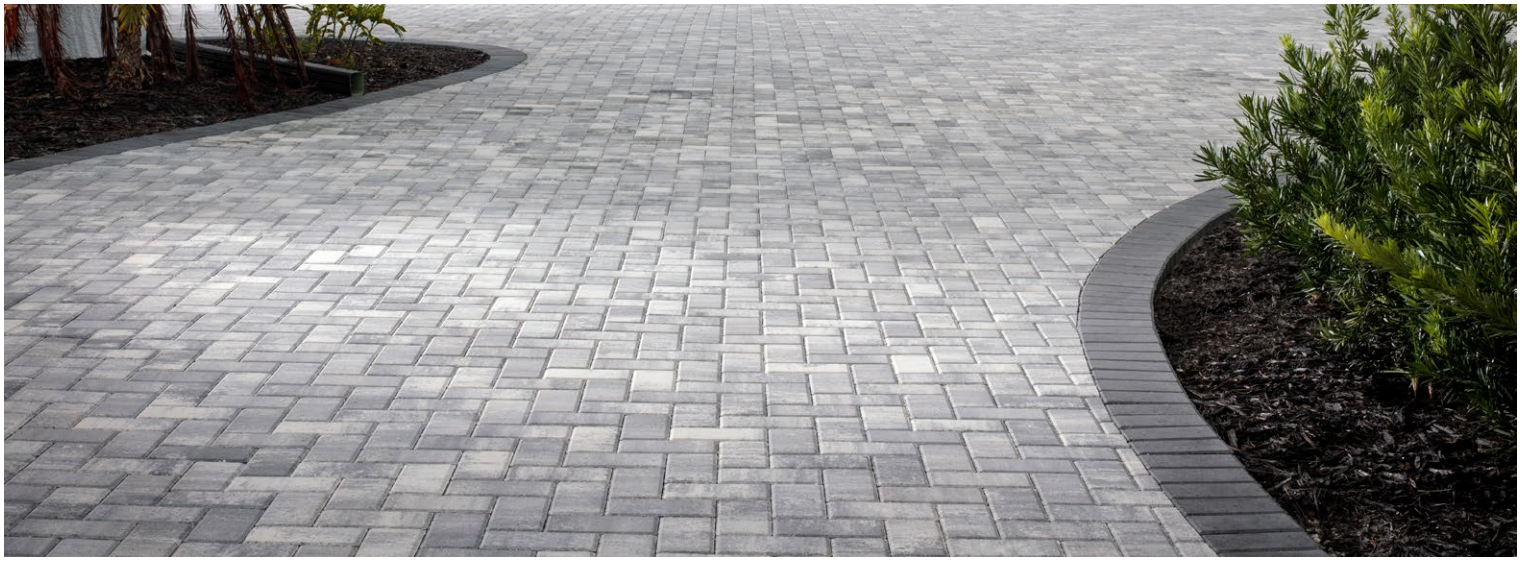
9 5/16 x 12 11/16 x 2 3/8

## PALLET INFO

| | SQFT/ CUBE |
|---|---|
| Grand Cobblestone 3-Piece | 104 |

# HOLLAND STONE

LEGACY COLLECTION



## SHAPES & SIZES

60MM

3 7/8 x 7 3/8 x 2 3/8

80MM

3 7/8 x 7 3/8 x 3 1/8

## PALLET INFO

| | SQFT/ CUBE |
|---|---|
| 60mm Holland Stone | 108 |
| 80mm Holland Stone | 96 |

# BLENDED COLORS

*Note: No setup applicable for standard colors in core shapes.*
*Setup fee applicable for standard colors in specialty shapes.*

AMARETTO

COLOR MIX 32

MOJAVE

NAPOLI

SLATE BLEND

GRANITE

# SOLID COLORS

*Note: No setup applicable for standard colors in core shapes.*
*Setup fee applicable for standard colors in specialty shapes.*

GREY

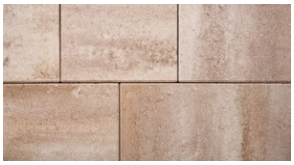
CHARCOAL

**NOTE:** Belgard® cannot guarantee printed color swatches will match actual product. All colors shown are approximate representations of the standard product. Actual colors may vary slightly due to batch variances and environmental conditions at time of photography. Actual sizes may vary by region. Please contact your local Belgard representative for accurate samples, availability and pricing.

# CATALINA GRANA®

METROPOLITAN COLLECTION

## AVAILABLE COLORS



AMARETTO

GRANITE*

NAPOLI

SLATE

## SHAPES & SIZES

**3-PIECE | 60MM**

3⅞ x 7⅞ x 2⅜ 7⅞ x 7⅞ x 2⅜ 7⅞ x 11⅞ x 2⅜

## PALLET INFO

| | SQFT/ CUBE |
|---|---|
| 60mm Catalina Grana 3-Piece | 93 |

**Swatch represents product color only, not surface texture, dimension or shape.*

HERITAGE COLLECTION

# BELGIAN COBBLE®

## PALLET INFO

| | SQFT/ CUBE |
|---|---|
| Belgian Cobble Multi-Piece | 98 |

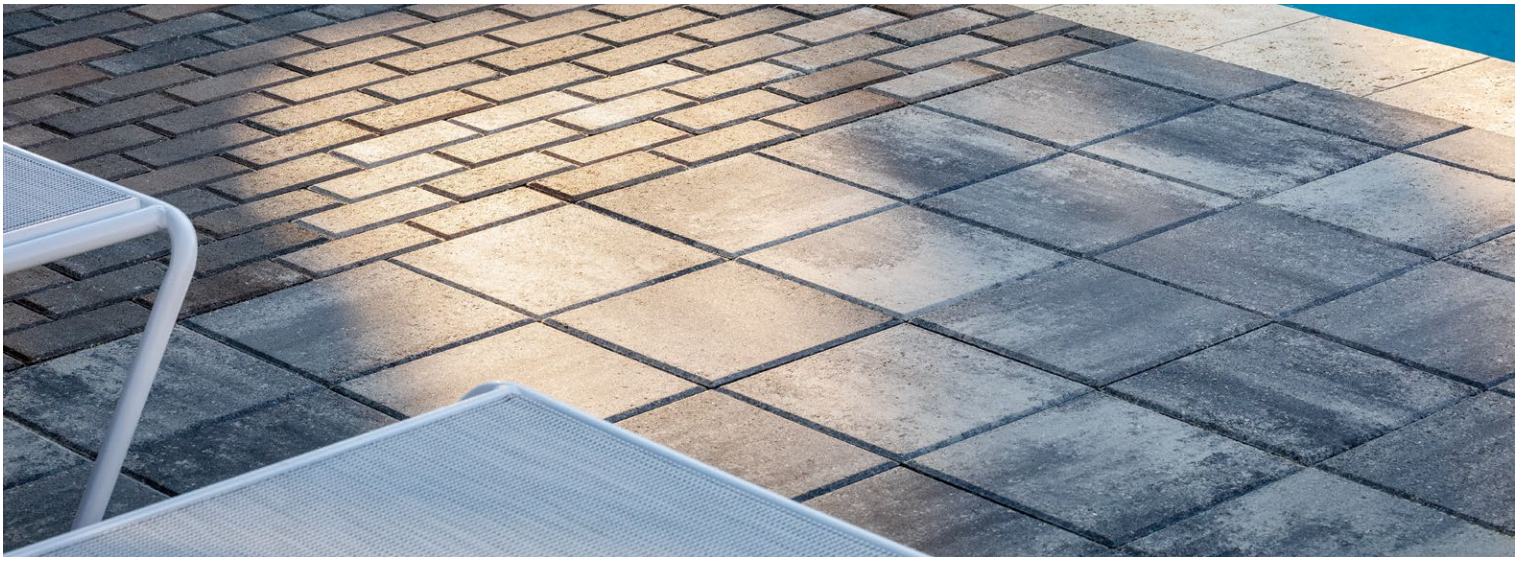
## SHAPES & SIZES

MULTI-PIECE | 70MM

Variable x 2¾

LEGACY COLLECTION

# CITY SERIES



## PALLET INFO

| | SQFT/ CUBE |
|---|---|
| City Series 8 x 8 | 101 |
| City Series 12 x 12 | 116 |

## SHAPES & SIZES

8 X 8 | 60MM

7⅞ x 7⅞ x 2⅜

12 X 12 | 60MM

11 13/16 x 11 13/16 x 2⅜ (Jacksonville)

# OCTABRICK SCORED

ENVIRONMENTAL COLLECTION

## SHAPES & SIZES

80MM

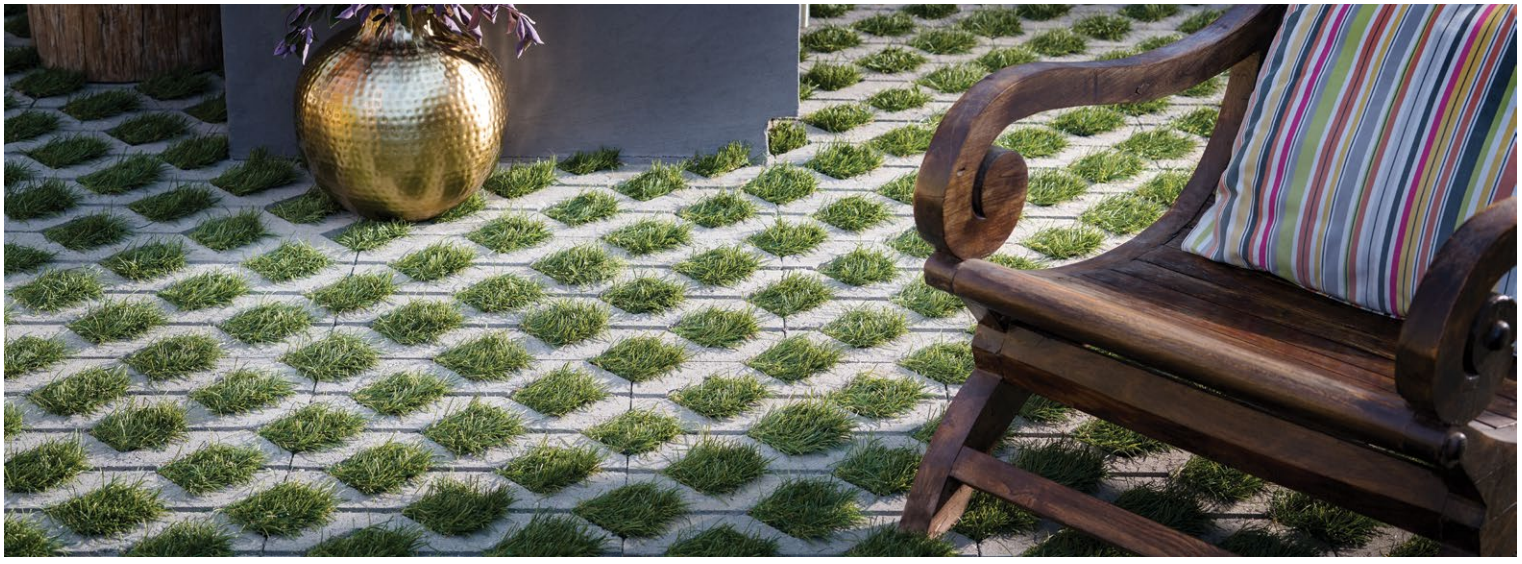
7⅞ x 3⅞ x 3⅛

## PALLET INFO

| | SQFT/ CUBE |
|---|---|
| Octabrick Scored | 84 |

# TURFSTONE™

ENVIRONMENTAL COLLECTION



## SHAPES & SIZES

80MM

15¾ x 23⅝ x 3⅛

## PALLET INFO

| | SQFT/ CUBE |
|---|---|
| Turfstone | 104 |

# BLENDED COLORS

*Note: Setup fee applicable for core shapes. Setup Fee and 2000 sq. ft. minimum applicable for specialty shapes.*

BROWN CHESTNUT

DESTIN FIRE

KNIGHTSBRIDGE

RED MOUNTAIN BLEND

SILVER SHELL BLEND

# SOLID COLORS

*Note: Setup fee applicable for core shapes. Setup Fee and 2000 sq. ft. minimum applicable for specialty shapes.*

BUFF

TERRA COTTA

WHITE

**NOTE:** Belgard® cannot guarantee printed color swatches will match actual product. All colors shown are approximate representations of the standard product. Actual colors may vary slightly due to batch variances and environmental conditions at time of photography. Actual sizes may vary by region. Please contact your local Belgard representative for accurate samples, availability and pricing.

# BULLNOSE® COPING

LEGACY COLLECTION

## AVAILABLE COLORS

*Only available in colors listed below.*

AMARETTO

CHARCOAL

GRANITE

GREY

MOJAVE

NAPOLI

WHITE

## SHAPES & SIZES

### COPING

3⅝ x 9 x 2⅜

## PALLET INFO

| | PCS/ CUBE |
|---|---|
| Bullnose Coping | 260 |

PORCELAIN COLLECTION

# TURIN™

## AVAILABLE COLORS

FROST

CANYON

STREAM

RAPIDS

## SHAPES & SIZES

24 X 24

23.54 x 23.54 x ¾

PORCELAIN COLLECTION

# VERONA™

## AVAILABLE COLORS

BLUE STONE

TAOS

YUKON

PLATINUM

## SHAPES & SIZES

24 X 24

23.54 x 23.54 x ¾

# CASTLEMANOR® WALL

HERITAGE COLLECTION

## AVAILABLE COLORS

AMARETTO

NAPOLI

SLATE

## SHAPES & SIZES

### 3-PIECE

6 x 6 / 4 x 10

6 x 12 / 10 x 10

6 x 16 / 14 x 10

### PINS

6" L x ⅜ D
*approx. 3.5 pins per sqft*

### CAP

3 x 12 x 10

HERITAGE COLLECTION

# WESTON STONE™ FIRE PIT KIT

## AVAILABLE COLORS

AMARETTO

NAPOLI

SLATE

## SHAPES & SIZES

### CIRCLE KIT

4 x 8 x 8

4 x 12 x 8

*55" Outside 40" Inside 16" Tall*
*Metal insert, grate & glue are included.*

### SQUARE KIT

4 x 12 x 8

*44" Outside 28" Inside 16" Tall*
*Metal insert, grate & glue are included.*

# HIGHLAND STONE® *RETAINING WALL SYSTEM*

LEGACY COLLECTION

## AVAILABLE COLORS

BLACK ROCK MOUNTAIN BLEND

GREYSTONE BLEND

SAVANNAH

## SHAPES & SIZES

3-PIECE

6 x 6 x 12 | 6 x 12 x 12 | 6 x 18 x 12

# DIAMOND® 2.0 *FREESTANDING WALL SYSTEM*

## AVAILABLE COLORS

BLACK ROCK MOUNTAIN BLEND

GREYSTONE BLEND

SAVANNAH

## SHAPES & SIZES

3-PIECE

6 x 6 x 5 | 6 x 12 x 5 | 6 x 18 x 5

COLUMN

6 x 16 x 8

# DIAMOND® 10DS *RETAINING WALL SYSTEM*

## AVAILABLE COLORS

TAN

GREY

## SHAPES & SIZES

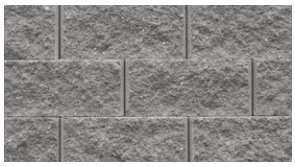
STONE CUT

6 x 17¼ x 10

# DIAMOND PRO® PS *PIN SYSTEM RETAINING WALL SYSTEM*

## AVAILABLE COLORS

TAN


GREY

## SHAPES & SIZES

STONE CUT

8 x 18 x 12



5" L x 0.5" D
2 pins per sq. ft.

# ACCESSORIES

## SHAPES & SIZES

3" UNIVERSAL CAP

3 x 17½ x 13

4" UNIVERSAL CAP

4 x 17¼ x 10

ENGINEERED SOLUTIONS BY ANCHOR WALL SYSTEMS

Techniseal
Protect and Beautify

# INSTALL

## SANDS

High-performance jointing materials remain flexible to withstand seasonal weather impact, with lasting durability to prevent weed and insect invasion. Sand is available in a variety of colors to suit your style; contact your local Belgard® Representative for your regional offerings.

## DRIBOND™

DriBond is a revolutionary product specially designed for the overlay of thin pavers (1" or 30mm) on existing concrete. It allows for quick, easy installs over most sound concrete surfaces.

# CLEAN

## CLEANERS

Superior solutions for any cleaning challenge, from light cleaning to deep oil, rust, or grime removal.

## PREVENTATIVE MAINTENANCE

Untreated concrete pavers are porous and can absorb stains if not properly maintained. To keep your space looking its best, address surface grime and stubborn spots with Techniseal specialized cleaners to help prevent long-term damage to your pavers. Select a high-quality Techniseal sealer in your preferred finish to enhance your hardscape's overall look and help prevent stains. Whether installing a new hardscape or restoring an existing space, Techniseal offers solutions to maximize the life of concrete pavers.

# PROTECT

## SEALERS

Enhance the look of your outdoor space with the perfect finish, while protecting your hardscape from weathering and staining.

# LIGHT *up the* NIGHT

To learn more about our lighting
visit **Belgard.com/Lighting**

## 3RD EDITION

# GULF COAST COLLECTION

COASTAL, AN OLDCASTLE® APG COMPANY

**28 GENE HURLEY ROAD**
**DEFUNIACK SPRINGS, FL**
PH. 850-892-5155
FX. 850-892-7247

**10043 SOUTH PARK DRIVE**
**GULFPORT, MS 39503**
PH. 251-443-2040
FX. 251-443-2050

**4751 HAMILTON BLVD**
**MOBILE, AL 36582**
PH. 251-443-2040
FX. 251-443-2050

BELGARD® | PAVES THE WAY™

BELGARD.COM

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# City Hall Parking Lot Reface

**PROPOSAL**
**11/18/2025**

**PREPARED FOR**

**Shawn Lindsey**

**302 Mary Esther Blvd Mary Esther Fl 32569**

**PREPARED BY**

**Stephen Szymanik**

**Director of Construction & Maintenance**

**STOCKTON CONSTRUCTION GROUP**

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

Stockton Construction
561-660-7471
CBC1265588
1975 Sansbury's Way Suite 109
West Palm Beach, FL 33411

**Project Name** Mary Esther City Hall Sidewalk and Curbs

**Estimate Number** 2025221

**Project Address** 302 Mary Esther Blvd Mary Esther Fl 32569

**Estimate Date** 11/18/2025

**Description of Work - Interior renovations to existing location. Job to be II Phases**

| | | | Value |
|---|---|---|---|
| **Division 32 - Exterior Improvements** | | **$ 83,913.19** | |
| **1** | **Asphalt Sealcoating approx. 20,000 SF** | $ | 8,800.00 |
| * | -Entire area will be cleaned of debris (loose material, dirt, grass, weeds).<br>-Entire area will be cut in by hand and sprayed with 2 coats of asphalt pavement sealer, additives include Top Tuff latex additive and silica sand.<br>-Restripe to original layout using fast drying 100% acrylic waterborne traffic paint with hybrid-resin formulation for enhanced asphalt and concrete adhesion. Improved color control and retention with special UV inhibitor. Lead-free, low VOC's and non-hazardous. Exceeds Fed Spec TTP-1932-E Type I.<br>-Area will be coned and roped off during project.<br>-All signage is included per plans. | | |
| * | •PLEASE NOTE:<br>•Not responsible for sharp turns, tire marks on the new surface for first 30 days.<br>•Not responsible for unsuitable and unseen material - due to existing grades and conditions, we will not be responsible for drainage of surface water.<br>•Cars must be moved from the work area by 7:30 a.m.<br>•Less than 72-hour notice of date change will incur a service charge of $450 | | |
| **2** | **Concrete** | $ | 68,897.40 |
| * | • Paver demo approx. 350 SF<br>- Remove existing pavers and re stack for owners re use. | | |
| * | • Concrete Remove and Replace approx. 1,606 SF<br>- Remove specified concrete to base.<br>- Haul and dispose of concrete off-site.<br>- Repour all concrete in its original position following specs | | |
| * | • Not responsible for sharp turns, tire marks on the new surface for first 30 days.<br>• Not responsible for unsuitable and unseen material - due to existing grades and conditions, we will not be responsible for drainage of surface water.<br>• Cars must be moved from the work area by 7:30 a.m.<br>• Less than 72-hour notice of date change will incur a service charge of $450 | $ | - |
| **3** | General Conditions:( Mobilization, daily clean-up, administrative, insurance ) | $ | 6,215.79 |

**Division 91 - Permits** **$ -**

**1** Filing and submission ($450 / permit)

**2** Inspections

Quantity of permits filed 0 **Building, Elect, Plumb, Mechanical, Fire, Sprinkler, FA** $ -

***Estimated permit cost will not be confirmed until actual permit fee is established but an allowance of 3% will be carried. (Should permit costs be greater than the estimated value, the difference will be reflected in final pay application.*** ***$ -***

| | | |
|---|---|---|
| **Total** | **$** | **83,913.19** |
| **Profit 5%** | **$** | **4,195.66** |
| **Builder's Risk** | **$** | **201.39** |
| **Grand Total** | **$** | **88,310.24** |
| ***Contingency Bank 5%*** | ***$*** | ***4,195.66*** |
| ***Total w/ Contingency*** | ***$*** | ***92,505.90*** |

**Terms and Conditions:**

This estimate is an approximate and is not guaranteed. The estimate is based of information provided from the client regarding project requirements. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the client will be notified. Estimate valid for 10 days and shall remain the proprietary right of Stockton Construction in perpetuity.

All values will be recalculated when actual dimentions are provided. The Bid Drawings are a degisn set and lacking detail information.

**Payment Terms**: All invoices for services covered by the estimate are payable within fifteen (15) days after invoice date (i.e. net 15). Monthly progress pay applications to be paid net 30days minus 10% Retainage. Retainage to be paid New 35days of the Substantial Completion of all services covered by the signed contract are payable within thirty (30) days after Application of the CO and punch list signoff, by both the client Stockton Construction

**Contingency Clause**: The Stockton Construction (SC) proposal will suggest a sum of ten **(5) %** of the total contract as the Construction Contingency Bank, which is intended for the purpose of defraying the expenses due to unforeseen circumstances related to construction of this project. The use of the construction contingency shall be at the sole discretion of the SC construction manager with written consent of the client in leu of the change order process until the total amount of the Construction Contingency Bank has been depleted and at that point shall both parties resume the change order process should any unforeseen circumstances arise. The SC construction manager shall provide a weekly construction contingency status report for the project. Any Construction Contingency payment issued to SC will be included in any progress pay application paid to SC. Any portion of the Construction Contingency remaining unallocated at Final Completion, shall not be a charge or credit against the required final payment to SC.

**Change Orders:** Any changes, deviations, additions, adjustments or modifications, by the client, owner, architect, engineer, designer or any municipal entity, to the contract scope, time or sum, that incurs additional costs after execution of the approved written contract, shall be billed as a separate invoice and must be reconciled within (15) fifteen days of the Change Order invoice date.

**ORDER OF PRECEDENCE** In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) the drawings, specifications and addenda issued prior to the execution of this Agreement or signed by both Parties; (d) information furnished by the Owner (e) other documents listed in this Agreement.

**Substantial Completion** is defined as the stage when a construction project is deemed sufficiently completed to the point where the owner can use it for its intended purpose.

**Signage:** Stockton construction is permitted to post window and lawn signage for advertisement, on site, for the duration of the project and will be removed when close-out documents are completed and executed.

**Indemnification:** To the fullest extent permitted by law, the undersigned shall defend, indemnify and hold harmless Stockton Construction, and their respective members, officers, directors, shareholders, agents, employees, successors, and assigns (collectively, "Indemnitees") from and against all losses, claims, costs, damages, and expenses (including, without limitation, the deductible amounts of any insurance and attorneys' fees, court costs, and the cost of appellate proceedings), arising out of or resulting from the performance of the work, or by the undersigned's breach of this Agreement. This indemnity shall include any Federal or State fines or penalties resulting from the work performed by the undersigned or their contracted subcontractors.

Stockton Construction is only involved in the transaction to the extent of connecting the Construction Manager with a General Contractor. Stockton Construction does not warrant that either the Construction Manager nor the General Contractor are permitted to perform the work in the jurisdiction where the job is located.

| Print Name | Title |
| --- | --- |
| Signature | Date |

**Shawn Lindsay**

**302 Mary Esther Blvd Mary Esther FL.**

**423-291-0983**

**11/22/2025**

Brazilian Brickpavers Fwb Inc.

www.brazilianbrickpaversfwbinc.com

200 RACETRACK RD NE
FORT WALTON BEACH FL 32547

---

We hereby propose to furnish the necessary materials and labor, as well as cleanup and disposal, for the following:

**Remove 270 sq ft of concrete: $400.00**

**Installation of sod: $450.00**

**Remove all the curb and install new curb: 520 linear ft x $35.00: $18,200.00**
**Can't remove curb side builder (where drive three are)**

**Pavers: 1,190 sq ft x $12.00/ sq ft: $14,280.00**
**Job didn't have front door on the first estimate, that's why it is 100 sq ft more now.**

**Gutter line under paver: NO CHARGE**

**PRICE GOOD FOR HOLLAND OR APPIAN SIZE IN ANY OF THE SIX BLENDED COLOR OPTIONS.**

**UPGRADED PAVERS:**
**Mega Cambridge, Flagstone Pavers and Catalina Grana Pavers are $0.50/ more sq ft**

to be addressed by the homeowner and brought to our attention prior to starting. **We DO NOT take care of any City Permits**, we are not liable for any extra costs brought on lack of knowledge in that regard.

Includes all labor, sand, and material, we charge only for material used and any excess material is Brazilian Brickpavers' property. If the scope of the project proposed on the contract changes, there is a Supplemental Contract on standby to address any such changes. We are always open and accepting of adaptations to the plan, do not ever feel like bother!

Upon signing the contract there will be a deposit of 50%, followed by an estimated start date. If there are any time constraints or requests, please let us know, we're happy to work with schedules.
**Our estimates are validated only for 6 months**. We accept **cash or check** payment only.

**Estimated job total : $33,330.00**

**James David Site Prep & Underground, LLC**
**dba WEST FLORIDA ASPHALT**

5768 FL 4 W
Baker, FL 32531
Phone (850) 259-7901
Email: Jamesdavidsiteprep@gmail.com
pave@westfloridaasphalt.com

# PROPOSAL

Date: 11/13/2025

Project: **City Hall**
**Demo / Replace Concrete Sidewalk**
**Mary Esther FL**

Name: City of Mary Esther
Address: 195 Christobal Road N
Mary Esther FL 32569
Phone: 423-291-0983
Attn: Shawn Lindsey

## CONCRETE

| Description of Items | UNIT | QTY | TOTAL |
|---|---|---|---|
| Mobilization | LS | 1 | |
| Demo Pavers / Store on Site | LS | 1 | |
| Demo Concrete Sidewalk | SF | 1100 | |
| Demo Concrete Curb | LF | 380 | |
| Trench Drain | LF | 12 | |
| 8" ADS (Roof Drain Connection) | LF | 30 | |
| 4" 3000 psi Concrete Sidewalk | SF | 1565 | |
| 6" Vertical Curb | LF | 380 | |
| ADA Mat | LS | 1 | |
| Sod | SY | 30 | |
| | **TOTAL** | | **$73,855.00** |

This estimate is for ONLY items listed above.

West Florida Asphalt, LLC will provide all materials , labor and equipment to complete the above described work in a professional and workman like manner per plans and specifications identified below.Any changes in the plans or specifications will result in a change order to be signed before any additional work or changes are made.

Completion Date: The project will be completed in a timley manner. Delays may occur due to weather conditions, availability of materials, or any unforeseen conditions that may affect the work.

This proposal is based on plans provided

Contractor/ Contractor Agent Date

West Florida Asphalt, Date

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

# Estimate

**ADDRESS**

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

**ESTIMATE #** 1402
**DATE** 11/14/2025

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| 11/14/2025 | **Labor** | Labor to remove existing curb and sidewalk. Labor and materials to form pour and finish curb and sidewalks as per plans provided with 3000 PSI concrete mix. Labor and materials to supply and install Evergrate trench drains for roof gutter as specified in plans.<br>I do not wish to bid the project using paver stones. | 1 | 32,813.00 | 32,813.00 |

| | |
|---|---|
| SUBTOTAL | 32,813.00 |
| TAX (0%) | 0.00 |
| TOTAL | **$32,813.00** |

Accepted By

Accepted Date

# ESTIMATE

**DELTA PAVERS**
3999 Commons Dr W, Suite A
Destin, FL 32541

deltainterlock@live.com
+1 (850) 837-6095
https://deltapaverscoast.com/

DELTA PAVERS HARDSCAPE

Your Space, Our Commitment

## City of Mary Esther | Shawn Lindsey

**Bill to**
City Mary Esther | Shawn Lindsey
City Mary Esther |

**Estimate details**
Estimate no.: 2916
Estimate date: 11/10/2025

| # | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|
| 1. | | JOB SITE: CITY OF MARY ESTHER | | | $0.00 |
| 2. | **Services** | 1) Remove 436 SF of existent Brick Pavers from Walkway | 1 | $1,090.00 | $1,090.00 |
| 3. | **Services** | 2) Install 1,520SF of Brick Pavers on Walkway<br>PAVER TYPE/COLOR: TBD | 1 | $15,200.00 | $15,200.00 |
| 4. | **Services** | 3)Prepare and Install 500ln ft of Concrete curb 6x12 by side walk | | $22,500.00 | $22,500.00 |
| 5. | **Services** | 4) Prepare and Install 330 sq ft of SOD (zoysia) with irrigation system on Walkway | | | $1,320.00 |
| 6. | **Services** | Please feel free to contact me if you need any further information. 850-259-4497<br>FRANCINO RIBEIRO | | $0.00 | $0.00 |

**Total** **$40,110.00**

## Note to customer

We offer a 1(one) year warranty. Warranty covers installation and manufacturing defects. It does not cover damage due to natural disasters or done by others.
All driveway work requires sleeve pipes - minimum charge $200.00

**Accepted date** **Accepted by**

# AGENDA ITEM

**Agenda Item 11.7.**

---

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

**FROM:** Jared Cobb, City Manager

**DATE:** December 8, 2025

**SUBJECT:** Consideration: Purchase Order for City Hall Hurricane Shutters from Storm Force Shutters

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**BACKGROUND:**
As part of the City Hall adaptive re-use project, the facility requires hurricane-rated Bahama shutters for impact-rated windows and decorative Bahama shutters for non-impact areas. Quotes were solicited by staff and reviewed by Florida Architects, Inc., the project architect. The following quotes were received:

- Storm Tech Shutter Systems, LLC: $32,542.00 (no warranty listed)
- Storm Force Shutters: $35,743.28 (3-year warranty)
- Recovery Room Awning & Shade: $39,910.22 (1-year warranty)
- Gulf Coast Shutter: $47,995.10 (no warranty listed)

**DISCUSSION:**
Florida Architects, Inc. has reviewed all four proposals and recommends awarding the purchase order to Storm Force Shutters, despite not being the lowest bidder. The recommendation is based on the following factors:

- **Value Analysis:** While Storm Force Shutters' bid of $35,743.28 is $3,201.28 higher than the lowest bid, it represents the best overall value when considering warranty coverage, product quality, and installation expertise.
- **Warranty Coverage:** Storm Force Shutters provides a 3-year warranty, the longest warranty offered among all respondents. The lowest bidder did not include any warranty coverage, which could expose the City to significant repair or replacement costs if product defects or installation issues arise.
- **Quality and Aesthetics:** The project architect conducted a product review meeting with Storm Force Shutters and confirmed that the quality of their shutters is high and the appearance closely matches the existing architectural style requested by the City. The 11 hurricane impact-rated Bahama shutters meet all necessary requirements and standards.
- **Color Matching:** Storm Force Shutters' color upcharge of $350.00 for custom color matching to SW Rojo Marron (RAL 8016) is the lowest among all vendors, demonstrating competitive pricing on customization.

This procurement follows the City's purchasing policy for projects over $25,000, which requires Council approval and consideration of best value rather than lowest price alone.

**FINANCIAL IMPACT:**
The total cost for supply and installation of hurricane shutters is $35,743.28. Funding is available within the project budget.

**RECOMMENDATION:**
Motion to approve a purchase order with Storm Force Shutters in the amount of $35,743.28 for installation of hurricane-rated Bahama shutters and decorative shutters at City Hall.

**ATTACHMENT(S):**
1. Exhibit A: Project Budget
2. Exchibit B: Florida Architects Recommendation
3. Exhibit C: Hurricane Shutter Quotes

| City Hall Adaptive Re-Use Project Budget | | | |
|---|---|---|---|
| FY 2025 Budget - City Hall | $ | 765,674.00 | |
| FL Architects - Base | $ | (54,991.00) | |
| FL Architects - Sidewalk & Drainage Design | $ | (2,400.00) | |
| Stockton (Base) | $ | (513,783.92) | |
| Stockton (Contingency) | $ | (18,002.96) | |
| Customer Service Window | $ | (5,619.01) | |
| Bathroom Plumbing | $ | 1,075.33 | |
| Interior Window b/w CM & Adm Coord | $ | (726.00) | |
| Replacement HVAC Gates | $ | (1,486.46) | |
| Council Chambers Desk Outlets | $ | (1,442.83) | |
| Interior Signage Changes | $ | (1,803.99) | |
| Lobby Countertop Adjustment | $ | (3,000.00) | ESTIMATED |
| Replace Built-in for Drive Through | $ | (2,000.00) | ESTIMATED |
| Remove Interior Teller Vacuum Tubes | $ | (3,000.00) | ESTIMATED |
| Change Orders | $ | - | |
| City Procurement | $ | (173,118.10) | |
| Hurricane Shutters | $ | (35,744.00) | |
| Parking Lot Sidewalk, Curb, & Striping | $ | (38,330.00) | |
| Alarm System | $ | (5,753.00) | |
| Camera System | $ | (10,099.10) | |
| Access Control | $ | (15,692.00) | |
| Furniture | $ | (56,000.00) | ESTIMATED |
| Parking Lot Slurry Seal | $ | (4,000.00) | ESTIMATED |
| IT Networking | $ | (7,500.00) | ESTIMATED |
| **Budget Remaining** | **$** | **3,378.02** | |

CITY OF MARY ESTHER CITY HALL ADAPTIVE RE-USE PROJECT
MEMORANDUM
Date: November 12, 2025

To: Jared Cobb City Manager

Re: City of Mary Esther City Hall Adaptive Re-use Project
Exterior Hurricane Rated Bahama Shutter Quote
City Hall Shutter Recommendation Memo

Dear Jared:

Listed below are the (4) Vendors quotes for the Exterior Bahama Shutter with the product specification and listed warranties.

1. **Lowest Bid** - Storm Tech Shutter Systems, LLC Hurricane Protection Products, **Amount: $32,542.00**
   Product Information:
   -Quantity-11, Size-50" x 74.75", Full view #2 Articulating Louvers Bahama Shutters, standard adjustable arms, Color-RAL 8016 SW Rojo Marron
   -Quantity-6, Size-84.5" x 45", Decorative 2" Fixed Louvers Bahama Shutters, Direct mount install, No-hinge-Drill thru, Fastened directly through structure, Custom paint SW Rojo Marron, RAL 8016 to match SW 9182 Rojo Marron
   Warranty:
   -Not listed

2. **Second Bid:** - Storm Force Shutters, **Amount: $35,743.28**
   Product Information:
   -Quantity 11, Size-50" x 75", T & C Full View Impact Bahama Shutters, Color RAL 8016 to match SW 9182 Rojo Marron
   -Quantity 6, H.D. Decorative Bahama Shutter, Color RAL 8016 to match SW 9182 Rojo Marron
   Warranty:
   -(3) Years

3. **Third Bid:** - Recovery Room Awning & Shade, **Amount: $39,910.22**
   Product Information:
   -Quantity-11, Size-49 15/16" x 74 5,8" Impact Rated Aluminum Bahama Shutters with 2" Articulating Louvers with Adjustable Support Arms
   -Quantity-6, Size-84.5" x 45", Deco (Non-Impact) Aluminum Bahama Shutters with 2" Fixed Louvers w/o Adjustable Support Arms (fastened directly to structure).
   Color: RAL 8016 to match SW 9182 Rojo Marron
   Warranty:
   -(1) Year

4. **Highest Bid:** - Gulf Coast Shutter, **Amount: $47,995.10**
   Product Information:
   -Quantity-11, Size-49 15/16" x 74 5/8", Impact Rated Aluminum Bahama. Shutters with 2" Articulating Louvers with Adjustable Support Arms.

-Quantity-6, Size-84.5" x 45", Deco (Non-Impact) Aluminum Bahama. Shutters with 2" Fixed Louvers w/o Adjustable Support Arms (Fastened directly to structure).
Color: RAL 8016 to match SW 9182 Rojo Marron.

Warranty:

-Not listed

After reviewing all (4) quotes received for the (11) Exterior Hurricane Rated & (6) Decorative Non-Rated Bahama Shutters, FLA recommends awarding the contract to the vendor **Storm Force Shutters for $35,743.28**:

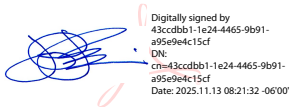
1. **Second Lowest Bid**:
   This amount includes the product cost, installation cost, and the custom color match to SW Rojo Marron which is RAL 8016. The color upcharge price is $350.00 which is the lowest out of all (4) quotes received.

2. **Longest Warranty:**
   3 year warranty listed for the products. The lowest quote did not include a warranty.

3. **Quality of Product/Installation:**
   FLA coordinated a product review meeting with Storm Force Shutters and believes the quality of the shutters appears to be high. The appearance and style of shutter is very similar to the existing which is what the City had requested. The (11) Hurricane Impact Rated Bahama Shutters also meet the necessary requirements and standards that were expressed to all Vendors.

Please let us know if you have any questions. We appreciate the opportunity to continue best serving The City of Mary Esther.

Sincerely
FLORIDA ARCHITECTS, INC.




Joseph Sorci, AIA, President

# Proposal

**Number:** 27447

**Quote Date:** 10/27/2025

101 S. John Sims Parkway
Valparaiso FL 32580
(850) 269-1066

**To:** City of Mary Esther
302 Mary Esther Blvd
Mary Esther, FL 32569

**Location:** City of Mary Esther
302 Mary Esther Blvd
Mary Esther, FL 32569

**ATTN:** Jared Cobb

**From:** David Fortune

**Description:** Customer requested 17 Bahama shutters

**Customer ID:** 15248

This proposal is based on customer provided specifications. Changes in specifications or non-standard install requirements may require adjustments to pricing. Any adjustments to pricing will require customer approval.

Furnish and Install the following:

| Quantity | Product | Opening Description |
|---|---|---|
| 11 | 2" Articulating Louver Bahama (FBC Rated) | 11 Windows |
| 6 | 2" Fixed Louver Bahama (Non-rated, Decorative) | 6 Windows |

Specifications provided by customer:

Installation and Materials for 17 commercial Bahama Shutters:

- 11 @ the finished size of 49 15/16" x 74 5/8" Impact Rated Aluminum Bahama. Shutters with 2" Articulating Louvers with Adjustable Support Arms.
- 6 @ the finished size of 84.5" x 45" Deco (non-impact) Aluminum Bahama. Shutters with 2" Fixed Louvers w/o Adjustable Support Arms. (fastened directly to structure)
- Color: RAL 8016 SW 9182 Rojo Marron

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- All fasteners are corrosion resistant Stainless Steel to prevent degradation and rust staining. We do not use galvanized fasteners.
- Permit is included.

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NOTE:

- Installation manager will conduct final measure/site survey and determine attachment locations. Pricing subject to change based on tariff related market fluctuations. Changes to pricing will require customer approval prior to ordering product.
- Material will be ordered after final measure/site survey is complete. Lead time is controlled by the manufacturer and cannot be guaranteed.
- Unseen structural issues will require a price adjustment once they are identified. Current materials and labor pricing will apply.
- Custom RAL color is matched as closely as possible and difference in materials may cause a difference in sheen.
- Brick, stucco, & concrete block is unpredictable and can be fragile while drilling for wall mounting fasteners. We take every precaution, but brick, stucco & block is unpredictable and chips or cracks are sometimes unavoidable. Gulf Coast Shutter cannot guarantee that brick, stucco, or block will not chip or crack and is not responsible for any such issues. We will caulk any chips cracks but any further repair of brick, stucco, or block is the customer's responsibility.

- 60% deposit required for product to be ordered. Remaining 40% due at time of installation. Installers are employees of Dillard Gulf Coast and are authorized to collect.
- Payment by credit or debit card adds a 3% convenience fee.

Please make deposit check payable/mail to:

SCP Entrance Control Services, LLC
P.O. Box 2181
Memphis, TN 38101-2181

# Proposal

**Number:** 27447

**Quote Date:** 10/27/2025

101 S. John Sims Parkway
Valparaiso FL 32580
(850) 269-1066

# Proposal

**Number:** 27447

**Quote Date:** 10/27/2025

101 S. John Sims Parkway
Valparaiso FL 32580
(850) 269-1066

**To:** City of Mary Esther
302 Mary Esther Blvd
Mary Esther, FL 32569

**Location:** City of Mary Esther
302 Mary Esther Blvd
Mary Esther, FL 32569

**ATTN:** Jared Cobb
**From:** David Fortune
**Description:** Customer requested 17 Bahama shutters
**Customer ID:** 15248

==========

Dillard Gulf Coast, Gulf Coast Shutter, Overhead Door Co of NW FL, Overhead Door Co of Tallahassee, and Quality Gates & Openers are legal entities of SCP Entrance Control Services, LLC.

THIS PROPOSAL IS VALID FOR 30 DAYS and includes STANDARD INSTALLATION (see #11) only unless otherwise noted in this proposal. If this proposal is acceptable as presented, please sign, date and return with deposit, at which time it will become a binding agreement between the parties ("Agreement"), subject to the Terms and Conditions below. Thank you for choosing Gulf Coast Shutter and Overhead Door Company of Northwest Florida, divisions of Dillard Gulf Coast, LLC (DGC)!

**Total: $47,995.10**

The following TERMS AND CONDITIONS apply:

1A. Payment Terms are 60% down with balance due upon delivery. Product will not be ordered until the deposit is received. If installation is included within the proposal; balance is due upon installation. If there is a warranty issue or punch list item(s) for product or service we provided, then maximum retainer is 10% of balance due. Any amounts withheld higher than maximum retainer fee will be assessed a late charge as defined below.

1B. For Service, payment is due at the time of service. A credit card is required prior to any service work commencing. The credit card will automatically be charged at time of service (whether it be for completion or phases of service), unless Customer provides other form of payment at time of service. If parts/materials need to be ordered, payment is required for those parts prior to ordering.

2. Custom ordered product is non-cancellable and non-returnable (NCNR). Items must be paid for in full.

3. A minimum charge will apply for any off-the-shelf product (residential garage door openers and Stoett retractable doors only) for restocking and trip charge if a non-custom job is cancelled. The charge will include a minimum 25% material/restocking fee and $75 service charge.

4. Late charge of 2% monthly and 24% per year will be charged on all accounts past due. The first day of a past due is the day after delivery or installation is completed. A minimum late /service charge is $75. All past due customers automatically convert to Net 0 credit terms for all jobs and remaining balance must be paid prior to installation.

5. Check, money order, cash or credit card is acceptable. A credit card convenience fee of 3% will be added to any payment made by credit card.

6. By signing the proposal, Customer agrees that quantities, color and product specifications are correct.

7. Clerical errors in the proposal pricing are non-binding and subject to correction.

8. Labor is warrantied for workmanship for a period of 180 days from installation only (Service is warrantied for 90 days). Product is warrantied per the manufacturer. The manufacturer claims process shall be followed. Each manufacturer has their own process and procedure and timeline. Any claims adjustment shall be per the manufacturer.

9. Due to the nature of building materials and environment, we cannot accept any liability for cracks, chips or breakage that may occur in the tile, brick, or other similar materials during installation.

10. We will make best effort to match paint or stucco; however, only two attempts will be made to match paint color and sheen. Additional charges shall apply for additional paint matching attempts.

11. Unless specified in the quote, only standard installation applies. All efforts will be taken to identify possible issues during the final measurement; however, there may be unforeseen issues with rotted wood or other framing/structural issues that would require Customer to pay additional costs. An estimate and options would be presented before proceeding.

12. Installation dates are approximated and are not guaranteed; best effort will be made to meet the targeted install dates. We are not the manufacturer and do not control their lead times and cannot be held responsible for the time it takes to manufacture and ship. Lead and shipping times will vary by manufacturer. DGC withholds the right to reprioritize any storm protection jobs ahead of other jobs to help our customers in the event of approaching storms.

13. This proposal is based upon a specific installation schedule and trip(s). DGC has the right to charge for ALL additional rental equipment, trip charges or other charges related to DELAYS due to the PURCHASER. Customer will be required to pay these charges.

14. ENFORCEMENT; COLLECTIONS; VENUE: Should Customer fail to make any payment as required herein, DGC shall be entitled to proceed with its available legal remedies against Customer without further notice. Unpaid accounts shall accrue pre-judgment interest at the rate of eighteen percent (18%) per annum or the maximum amount allowable by law (whichever is less). Further, Customer shall reimburse DGC for all reasonable attorney's fees and costs associated with collection of this account, including any trial and/or appellate fees/expenses, and including also including those fees/costs incurred to litigate the amount of fees/costs owed to DGC. This Agreement shall be interpreted according to the laws of the State of Florida. Venue for any litigation arising out of or related to this Agreement shall be exclusively in Okaloosa County, Florida. Further, Customer hereby **KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAVES THE RIGHT TO A TRIAL BY JURY FOR SAID LITIGATION.**

15. **Customer hereby agrees that any charges to Customer's credit card for amounts due under this Agreement are non-refundable and cannot be reversed by my credit card company; said charges and/or disputes shall be settled solely between the Customer and DGC and shall not be adjudicated by the credit card company.**

**PERSONAL GUARANTY:** In order to induce DGC to enter into this Agreement with Customer, and in consideration of the benefits inuring to Customer and the undersigned Guarantor, the receipt and sufficiency of which is acknowledged, the undersigned Guarantor(s) hereby unconditionally guarantees the performance of all of Customer's obligations under this Agreement. This Guaranty shall remain in full force throughout the Agreement and any renewals/modifications thereof. All terms of this Agreement shall be enforceable against the Guarantor(s). If there is more than one Guarantor, the liability of each Guarantor shall be joint and several.

**Purchaser's Acceptance:**

By _____
Title _____
Date _____
PO # _____

**Accepted by:**

By _____
Title _____
Date _____

**The undersigned personally guarantees payment** of all amounts due to Seller under this Proposal if Purchaser defaults in payment of such indebtedness. The undersigned waives notice of acceptance, presentment, demand, protest or notice of non-payment and agree this guaranty shall be binding upon their heirs, personal representatives, successors and assigns of the undersigned.

**Guarantor Signature:** _____ **Printed Name:** _____

**Shawn Lindsay**

**302 Mary Esther Blvd Mary Esther FL.**

**423-291-0983**

**11/22/2025**

Brazilian Brickpavers Fwb Inc.

www.brazilianbrickpaversfwbinc.com

200 RACETRACK RD NE
FORT WALTON BEACH FL 32547

We hereby propose to furnish the necessary materials and labor, as well as cleanup and disposal, for the following:

**Remove 270 sq ft of concrete: $400.00**

**Installation of sod: $450.00**

**Remove all the curb and install new curb: 360 linear ft x $35.00: $12,600.00**
**Can't remove curb side builder (where drive three are)**

**Pavers: 1,100 sq ft x $12.00/ sq ft: $13,200.00**
**Job didn't have front door on the first estimate, that's why it is 100 sq ft more now.**

**Gutter line under paver: NO CHARGE**

**Asphalt resurfaces all parking lots and make new parking space lines: $15,000.00**

**Includes repairing all the cracks and pressure washing before resurfacing.**

**PRICE GOOD FOR HOLLAND OR APPIAN SIZE IN ANY OF THE SIX BLENDED COLOR OPTIONS.**

**UPGRADED PAVERS:**
**Mega Cambridge, Flagstone Pavers and Catalina Grana Pavers are $0.50/ more sq ft**

to be addressed by the homeowner and brought to our attention prior to starting. **We DO NOT take care of any City Permits**, we are not liable for any extra costs brought on lack of knowledge in that regard.

Includes all labor, sand, and material, we charge only for material used and any excess material is Brazilian Brickpavers' property. If the scope of the project proposed on the contract changes, there is a Supplemental Contract on standby to address any such changes. We are always open and accepting of adaptations to the plan, do not ever feel like bother!

Upon signing the contract there will be a deposit of 50%, followed by an estimated start date. If there are any time constraints or requests, please let us know, we're happy to work with schedules.
**Our estimates are validated only for 6 months**. We accept **cash or check** payment only.

**Estimated job total : $41,650.00**

# Sales Order

**Office Location**
2001 W. Governmet St
Pensacola, FL 32502
Phone: (850) 454-0020
Website: www.stormtechinc.com

**Name:** City of Mary Esther- POC Jared Cobb
**Address:** 302 Mary Esther Blvd
**City:**
**State, Zip:** Mary Esther, FL
**Phone:** 850-362-6205
**Email:** jcobb @cityofmaryesther.com

**Date:** 10/22/2025
**SS No.:**

| SALESPERSON | | PROJECT LOCATION | | | |
|---|---|---|---|---|---|
| Kevin Stage | | Mary Esther | | | |
| **QTY** | **POS** | **SIZE** | **DESCRIPTION** | **UNIT PRICE** | **LINE TOTAL** |
| | | | | | |
| 11 | | 50 x 74.75 | Fullview 2" Articulating Louvers Bahama Shutters | | |
| | | | standard adjustable arms | | |
| | | | Color- RAL 8016 SW Rojo Marron | | |
| 6 | | 84.5 x 45 | Decorative 2" Fixed Louvers Bahama Shutters | | |
| | | | Direct Mount Install- No Hinge- Drill Thru | | |
| | | | Fastened directly to structure | | |
| | | | | | |
| | | | Custom Paint SW Rojo Marron- RAL 8016 | | |
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| | | | | | |
| | | | | **Total** | **$32,542.00** |
| | | | | **Deposit** | |
| | | | | **Balance Due** | |

*** All orders are custom made. Any changes to the order must be submitted in writing before products go into production.**

*** Terms of sale: 50% deposit, balance due upon completion of project, without preapproved credit terms.**

*** The customer is responsible for any and all collection costs, should this project enter into past due status.**

*** A 3.5% handling fee will be applied to all credit card charges.**

***Customer Signature:*** _____ **Date:** _____
(Customer agrees to terms of this sales order, including pricing, color choice, and payment terms as specified.)

# Bahama Shutter Proposal

**Mary Esther • Florida, 32569**

**October 22, 2025, 9:17 AM CDT**

**The Recovery Room**

1812 Summer Oak Court, Panama City Beach • FL, 32408

8502340238

# Customer Information

- Customer Name: City of Mary Esther c/o Jared Cobb, City Manager
- Address: 195 Christobal Rd, Mary Esther, FL, 32569
- Phone: (850) 243-3566
- Email: jcobb@cityofmaryesther.com

# Project Description

- Description of Work/Service: City of Mary Esther City Hall Adaptive Re-use Installation of Bahama Shutters
- Project Location: 302 Mary Esther Blvd, Mary Esther, FL, 32569
- Estimated Start Date: 12-15 weeks from approval/ deposit

# Cost Breakdown

## Labor/Materials

- Item 1: Labor
  - Installation of shutters to the required specs of Town and Country's Eyewall Armor, measured on site, includes drive time to and from project.
- Item 2: Materials
  - Quantity: 17 Bahama Shutters
    - 11 @ the finished size of 49 15/16" x 74 5/8" Impact Rated Aluminum Bahama Shutters with 2" Articulating Louvers with Adjustable Support Arms.
    - 6 @ the finished size of 84.5" x 45" Deco (non-impact) Aluminum Bahama Shutters with 2" Fixed Louvers w/o Adjustable Support Arms. (fastened directly to structure)
  - Color: RAL 8016 SW 9182 Rojo Marron
  - Total: $39,910.22

# Total Estimate

- Subtotal (Labor + Materials): $39,910.22

- Shipping: Included
- Tax (if applicable): NA, Real Property, Exempt
- Total Estimate: $39,910.22

## Terms and Conditions

- Payment Terms: 50% deposit at approval and remaining balance due upon completion
- Warranty/Guarantee: 1 Year Workmanship Warranty and Town and Country Manufacture Warranty Included
- **Any stucco/ painting work that may be required from the previous hardware is not included in this estimate. Existing holes are currently still present above windows and were not sealed from painters. This work is not the responsibility of the Recovery Room. Recovery Room is responsible for removing previous hardware ONLY if it is in our install area scope of work, sealing any open unused holes related to any hardware Recovery Room has to remove, and installing the new bahama shutters to the required specs.**
- **This estimate is good for 30 days.**

# AGENDA ITEM

**Agenda Item 11.8.**

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

**FROM:** Jared Cobb, City Manager

**DATE:** December 8, 2025

**SUBJECT:** Consideration: Purchase Order for City Hall Furniture from ImageWorks Commercial Interiors

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**BACKGROUND:**
The new City Hall facility requires furnishing for multiple areas, including the lobby, council chambers, conference room, break room, and office spaces. Staff solicited a proposal from ImageWorks Commercial Interiors of Panama City, Florida, to provide furniture at Florida State Contract pricing (FL Department of Management Services) along with professional design, assembly, and installation services.

While the furniture itself is available at state contract pricing, the design and installation services fall outside the City's standard procurement policy and require Council approval.

**DISCUSSION:**
ImageWorks Commercial Interiors has provided a comprehensive proposal that includes:

- $48,467.00 — Furniture at state contract pricing for the lobby, council chambers, conference room, and eleven (11) work spaces
- $1,050.00 — Professional design services
- $9,841.00 — Delivery, assembly, and installation
- **$59,358.57 — Total**

ImageWorks is providing the furniture at state contract pricing, which satisfies the City's procurement requirements for furniture purchases. However, the professional services components — design, delivery, assembly, and installation — are not covered under state contracts.

Staff could pursue this project through separate procurements: purchasing furniture directly from ImageWorks at state contract pricing, paying their design fee separately, and then either *soliciting competitive quotes for delivery, assembly, and installation*, or having ImageWorks provide *delivery only* while staff handles assembly and installation in-house.

However, this approach presents practical concerns. Staff have limited experience with commercial furniture assembly, and the time required to assemble workstations, desks, and other

office furniture would divert multiple employees from other priorities. Additionally, if assembly issues arise or furniture is damaged during staff installation, warranty coverage becomes complicated when the installer is different from the furniture provider. Soliciting separate quotes for installation would add time to the procurement process and introduce coordination challenges between the furniture provider and installer.

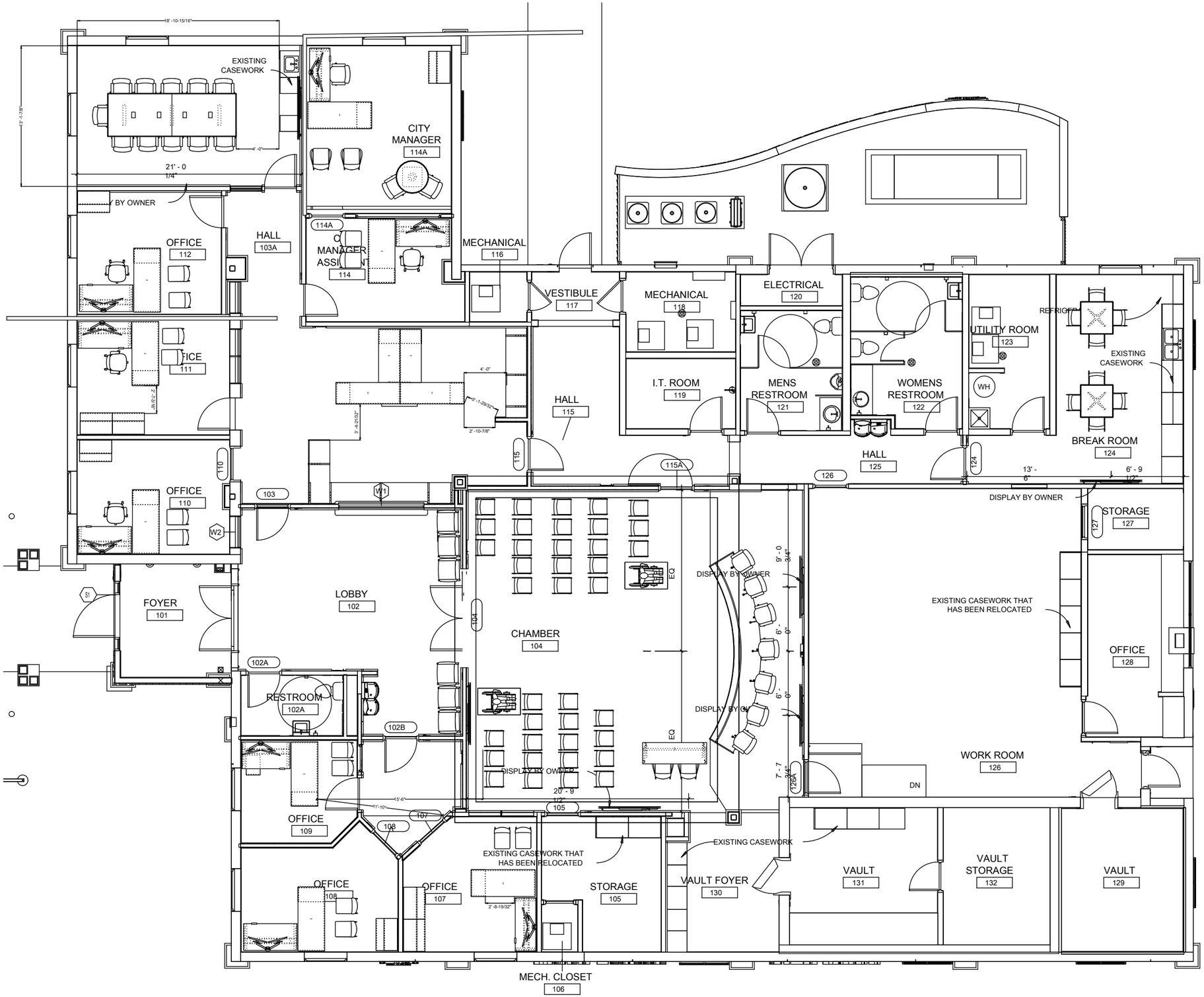
This consolidated purchase order provides state contract-compliant furniture pricing while bundling professional services under a single contract with a single point of accountability. Given the one-time nature of this project and the City's limited staff capacity, the cost-benefit analysis supports the integrated approach over fragmenting the project across multiple vendors or absorbing significant staff time on unfamiliar assembly work.

**FINANCIAL IMPACT:**
The total cost is $59,358.57 for furniture, design, delivery, assembly, and installation. Funding is available in the City Hall renovation project budget.

**RECOMMENDATION:**
Motion to approve a purchase order for ImageWorks Commercial Interiors in the amount of $59,358.57 for City Hall furniture at state contract pricing, and for design, delivery, assembly, and installation services.

**ATTACHMENT(S):**
1. Exhibit A: Project Budget
2. Exhibit B: ImageWorks Furniture Plan
3. Exhibit C: ImageWorks Quote
4. Exhibit D: Allseating State Contract
5. Exhibit E: Steelcase State Contract

| City Hall Adaptive Re-Use Project Budget | | | |
|---|---|---|---|
| FY 2025 Budget - City Hall | $ | 765,674.00 | |
| FL Architects - Base | $ | (54,991.00) | |
| FL Architects - Sidewalk & Drainage Design | $ | (2,400.00) | |
| Stockton (Base) | $ | (513,783.92) | |
| Stockton (Contingency) | $ | (18,002.96) | |
| Customer Service Window | $ | (5,619.01) | |
| Bathroom Plumbing | $ | 1,075.33 | |
| Interior Window b/w CM & Adm Coord | $ | (726.00) | |
| Replacement HVAC Gates | $ | (1,486.46) | |
| Council Chambers Desk Outlets | $ | (1,442.83) | |
| Interior Signage Changes | $ | (1,803.99) | |
| Lobby Countertop Adjustment | $ | (3,000.00) | ESTIMATED |
| Replace Built-in for Drive Through | $ | (2,000.00) | ESTIMATED |
| Remove Interior Teller Vacuum Tubes | $ | (3,000.00) | ESTIMATED |
| Change Orders | $ | - | |
| City Procurement | $ | (173,118.10) | |
| Hurricane Shutters | $ | (35,744.00) | |
| Parking Lot Sidewalk, Curb, & Striping | $ | (38,330.00) | |
| Alarm System | $ | (5,753.00) | |
| Camera System | $ | (10,099.10) | |
| Access Control | $ | (15,692.00) | |
| Furniture | $ | (56,000.00) | ESTIMATED |
| Parking Lot Slurry Seal | $ | (4,000.00) | ESTIMATED |
| IT Networking | $ | (7,500.00) | ESTIMATED |
| **Budget Remaining** | **$** | **3,378.02** | |




Plan View

# City of Mary Esther - City Hall

AMQ + AllSeating

[Ship to, Address, Line #1]

[Ship to, Address, City]

| JOB NO: 8612 | SCALE NTS | DRAWN SMB | DATE: 12/1/2025 | REV. 1 smb/PP |
|---|---|---|---|---|

PAGE: 1

ImageWorks Commercial Interiors
501.379.8552 | www.ImageWorksCI.com
Little Rock / Northwest Arkansas / Memphis / Panama City

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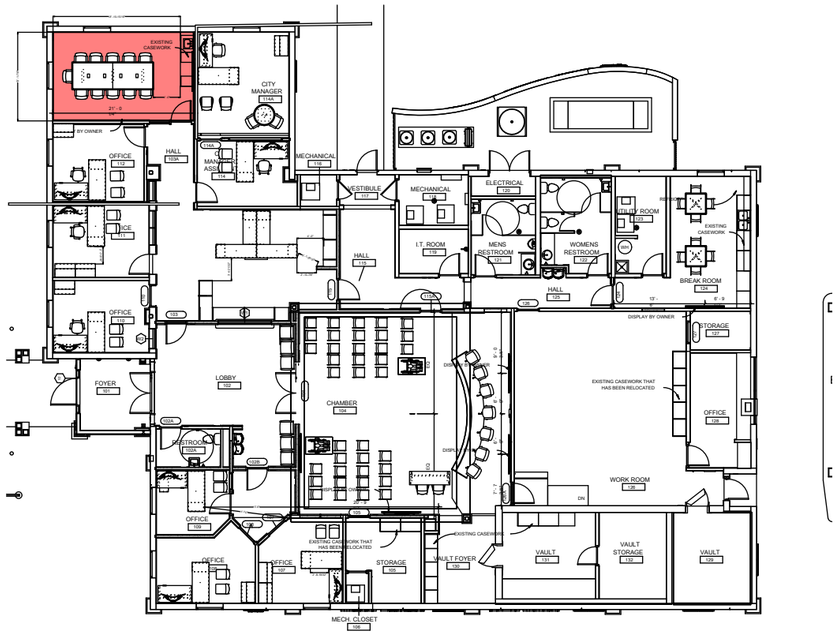


NOTE: ALL FURNITURE SHOWN IN PLAN IS TO BE MOVEABLE AND PURCHASED BY OWNER.

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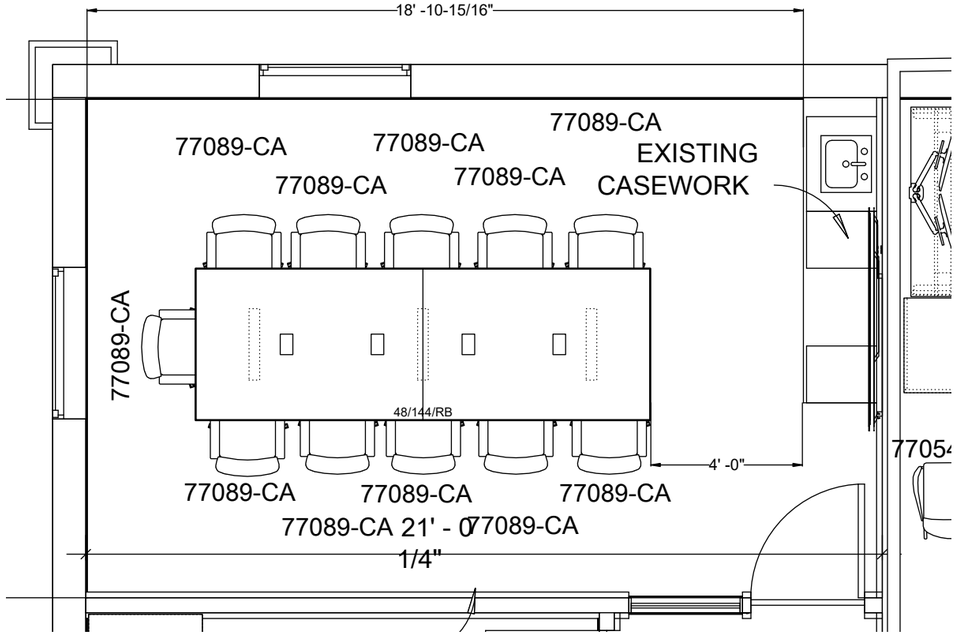


# Floor Plan View - Conference Room – Rm 113

PAGE: 2

| | |
|---|---|
| JOB NO: | 8612 |
| SCALE | 1/4"=1' |
| DRAWN | SMB |
| DATE: | 12/1/2025 |
| REV. | 1 smb/PP |

City of Mary Esther - City Hall

AMQ + AllSeating

[Ship to, Address, Line #1]

[Ship to, Address, City]

WOMEN OWNED

ImageWorks Commercial Interiors

501.379.8552 | www.ImageWorksCI.com

Little Rock / Northwest Arkansas / Memphis / Panama City

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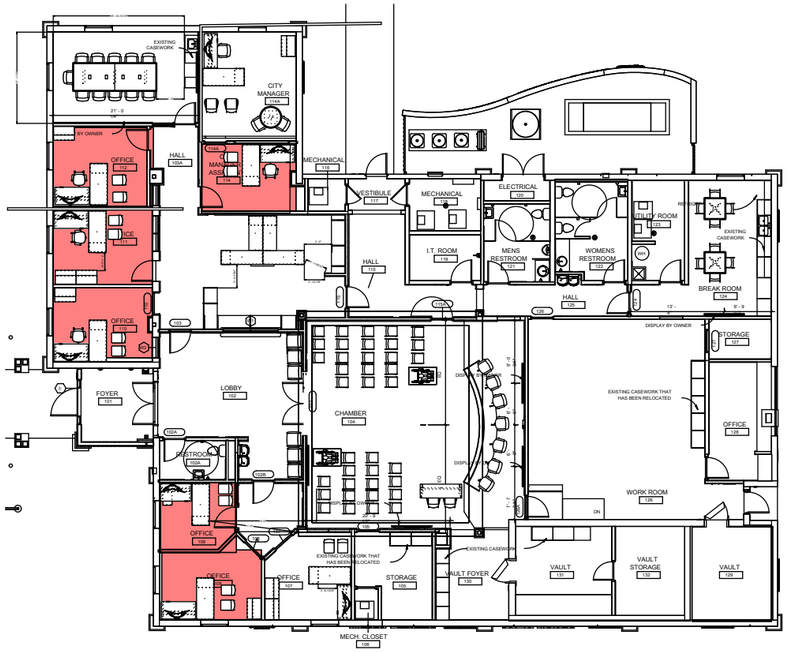


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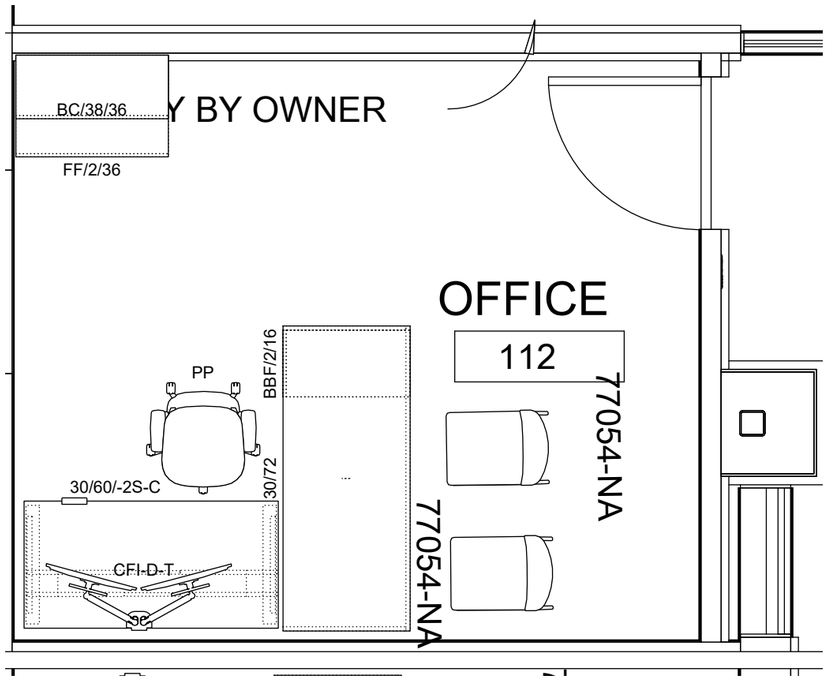



Floor Plan View - Private Offices Typical

PAGE: 3

| JOB NO: 8612 | SCALE 1/4"=1' | DRAWN SMB | DATE: 12/1/2025 | REV. 1 smb/PP |
|---|---|---|---|---|

City of Mary Esther - City Hall

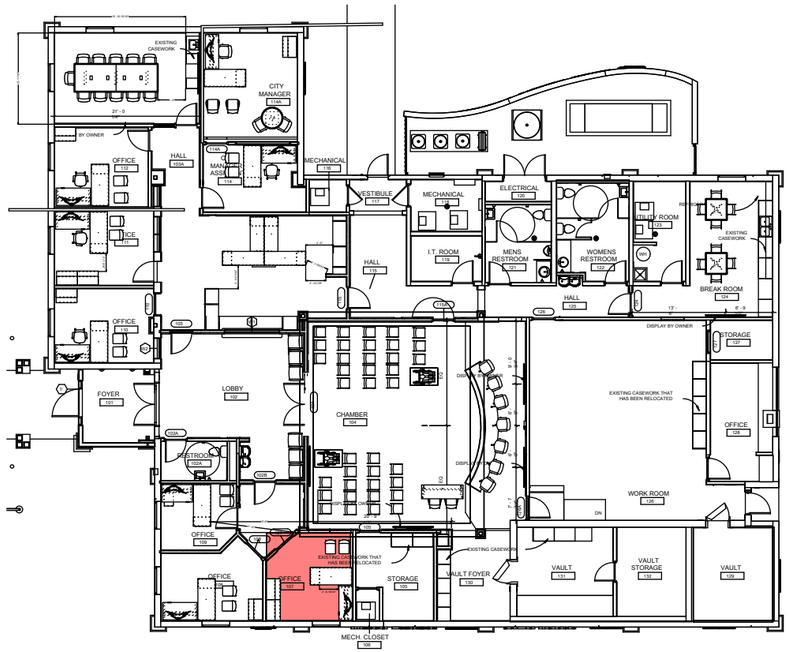
AMQ + AllSeating

[Ship to, Address, Line #1]

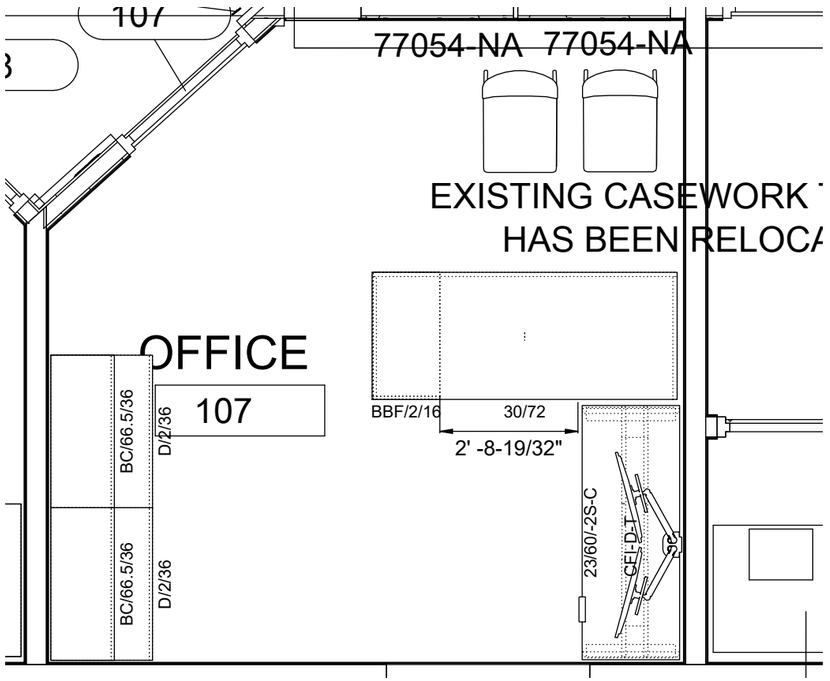
[Ship to, Address, City]

ImageWorks Commercial Interiors
501.379.8552 | www.ImageWorksCI.com
Little Rock / Northwest Arkansas / Memphis / Panama City

c:\AAA Loaded from Z DRIVE\8612 City of Mary Esther City Hall\CET\City of Mary Esther City Hall 25.11.25.cmdrw




Scale~1:262




Floor Plan View - Private Office 107

| | |
|---|---|
| JOB NO: | 8612 |
| SCALE | 1/4"=1' |
| DRAWN | SMB |
| DATE: | 12/1/2025 |
| REV. | 1 smb/PP |

PAGE: 4

# City of Mary Esther - City Hall

AMQ + AllSeating

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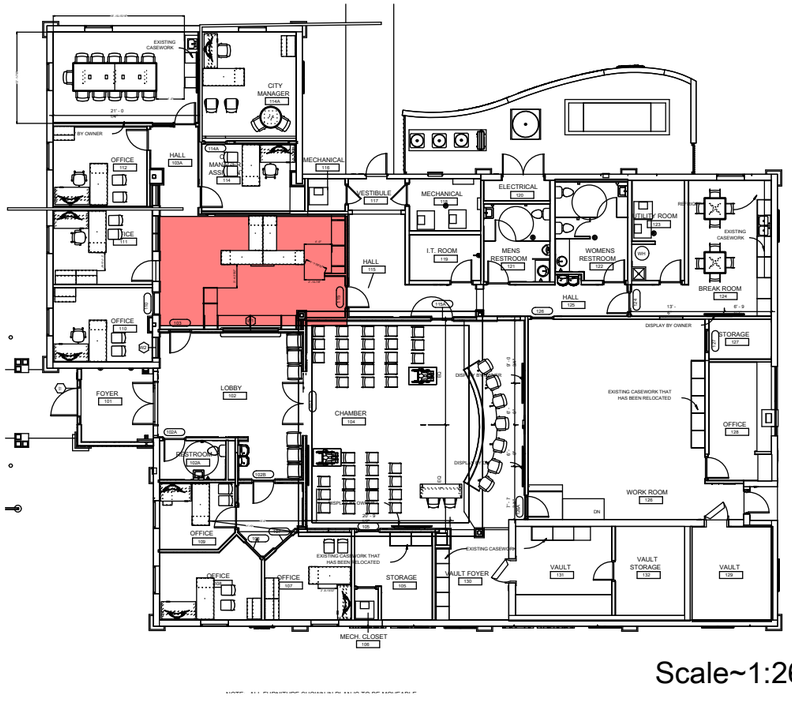


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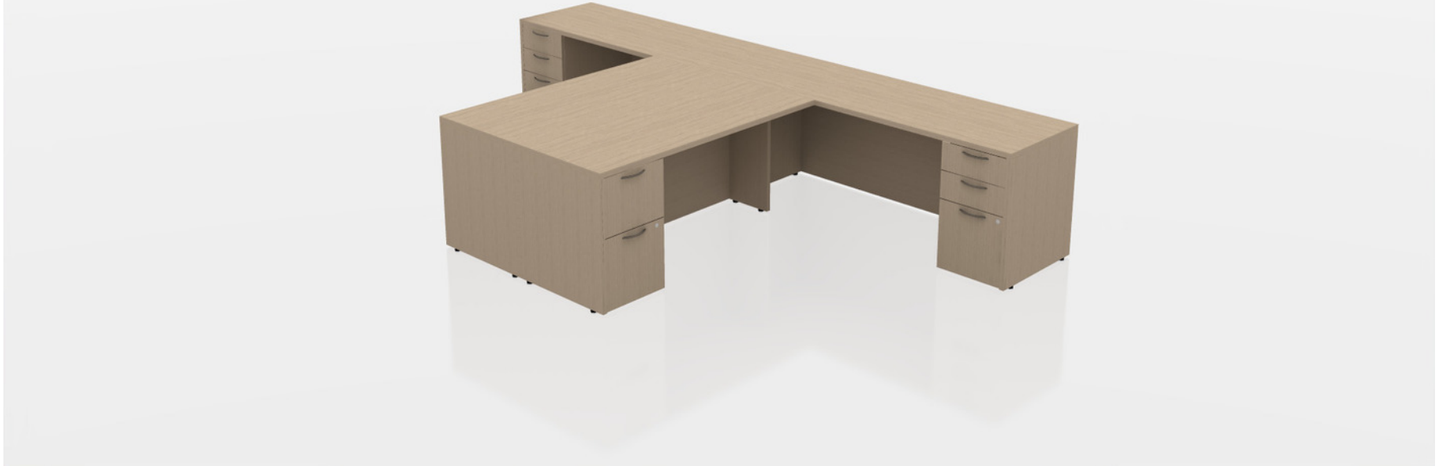

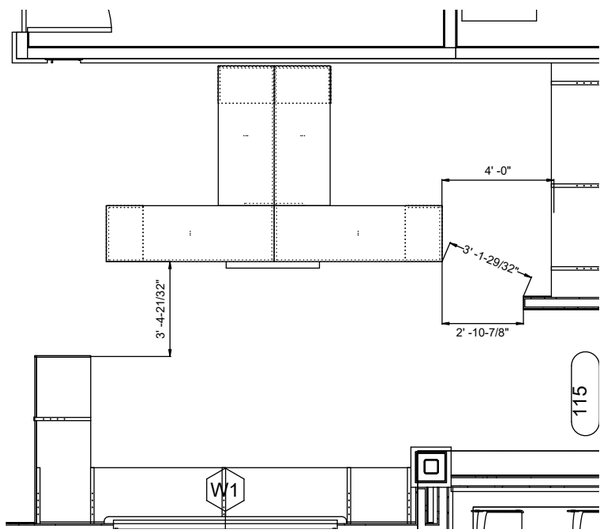


# Floor Plan View - Reception

| | |
|---|---|
| JOB NO: | 8612 |
| SCALE | 1/4"=1' |
| DRAWN | SMB |
| DATE: | 12/1/2025 |
| REV. | 1 smb/PP |

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# City of Mary Esther - City Hall

AMQ + AllSeating

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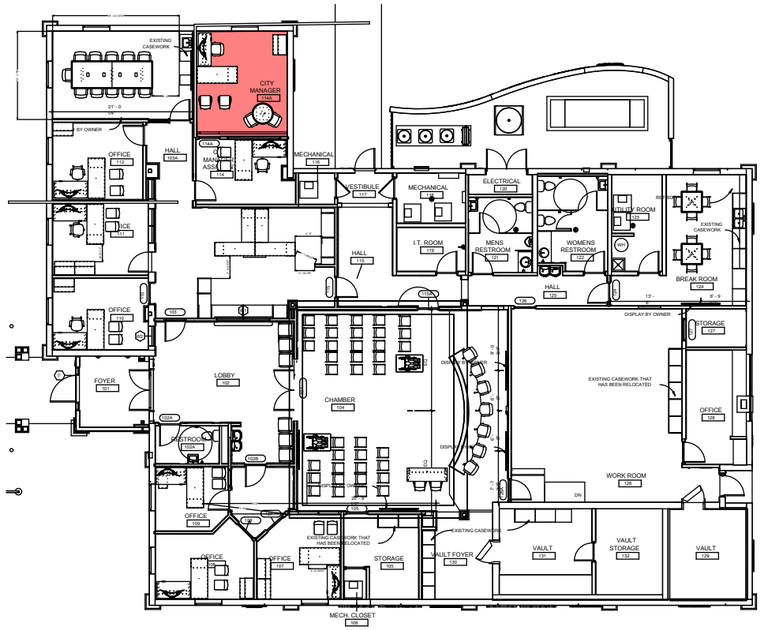
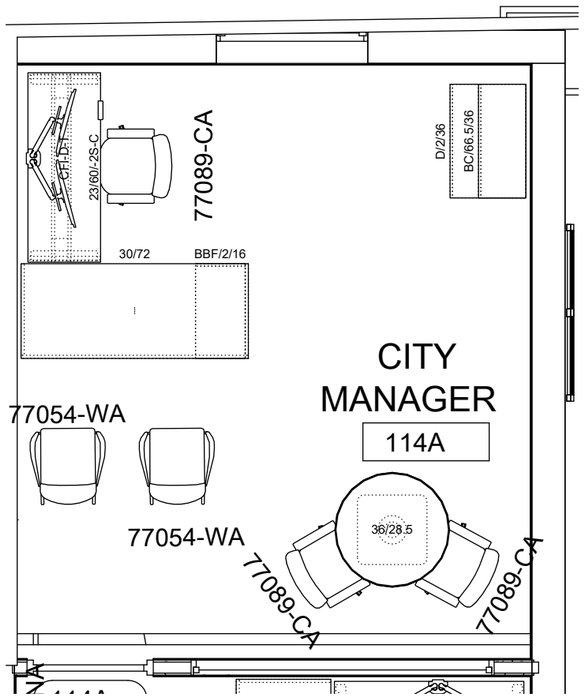



NOTE: ALL FURNITURE SHOWN IN PLAN IS TO BE MOVEABLE AND PURCHASED BY OWNER.

Scale~1:271



Floor Plan View - Managers private office

| | |
|---|---|
| JOB NO: | 8612 |
| SCALE | 1/4"=1' |
| DRAWN | SMB |
| DATE: | 12/1/2025 |
| REV. | 1 smb/PP |

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City of Mary Esther - City Hall

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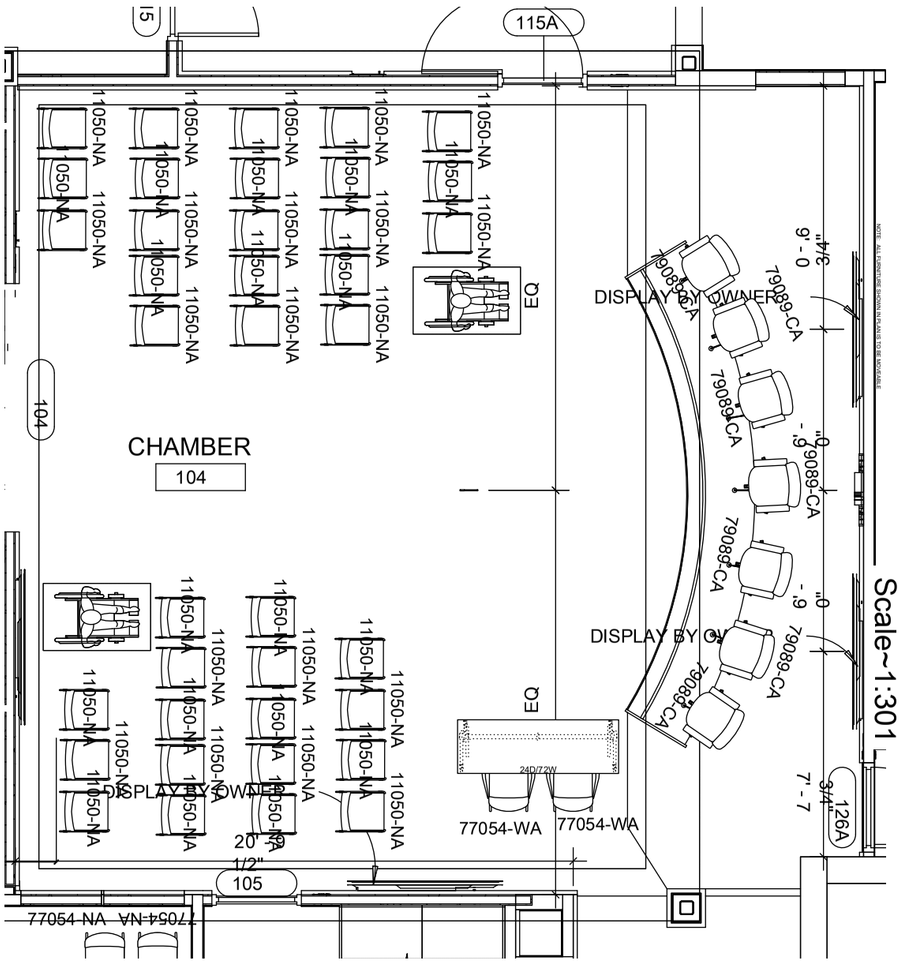
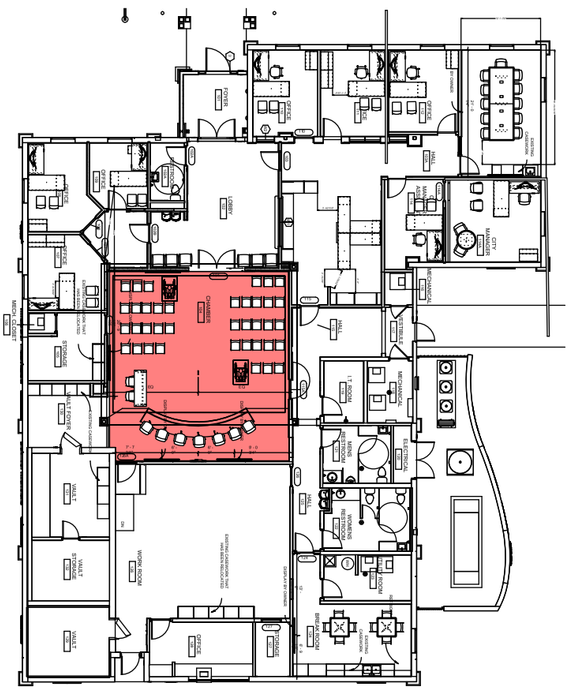
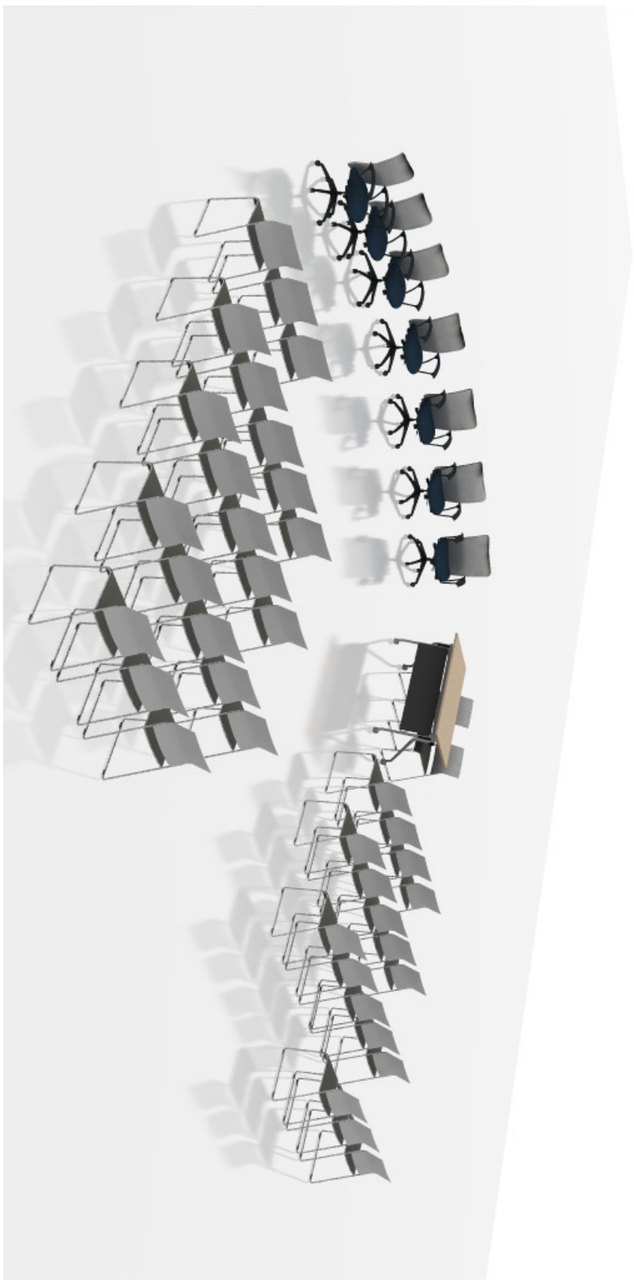
# Floor Plan View - Chamber







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[Ship to, Address, City]

| | |
|---|---|
| JOB NO: | 8612 |
| SCALE | 1/8"=1' |
| DRAWN | SMB |
| DATE: | 12/1/2025 |
| REV. | 1 smb/PP |

PAGE: 7

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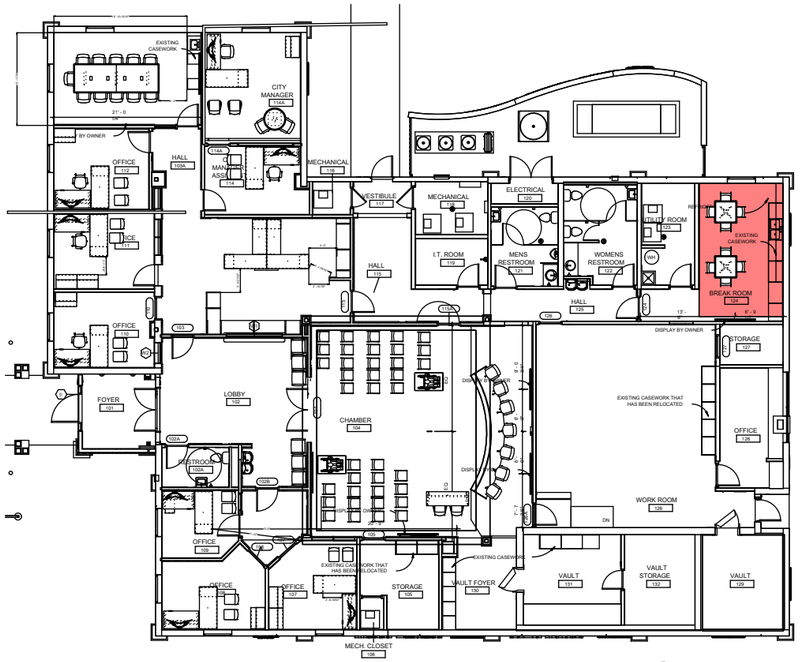
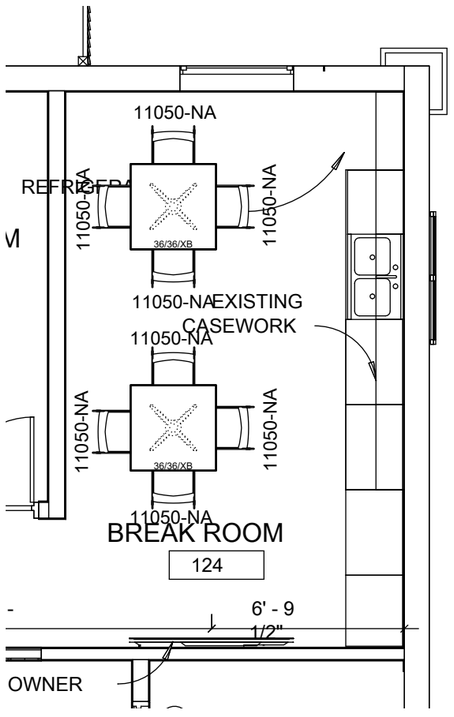



Scale~1:258



Floor Plan View - Break Room – Rm 124

PAGE: 8

| JOB NO: 8612 | SCALE 3/16"=1' | DRAWN SMB | DATE: 12/1/2025 | REV. 1 smb/PP |
|---|---|---|---|---|

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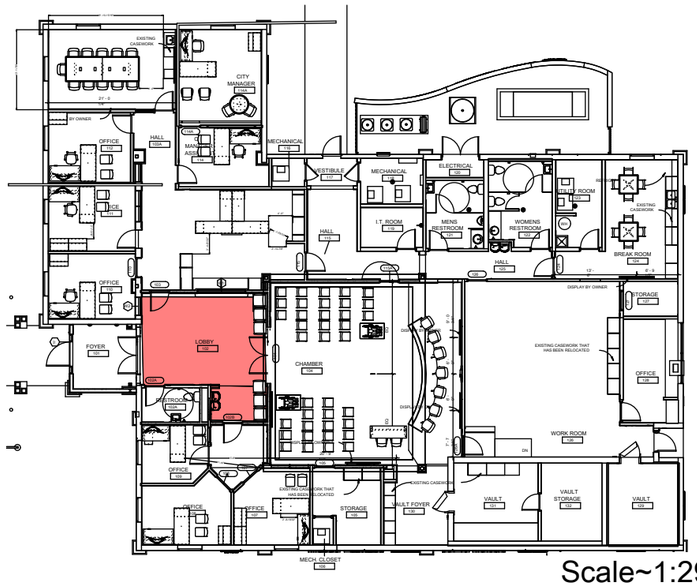
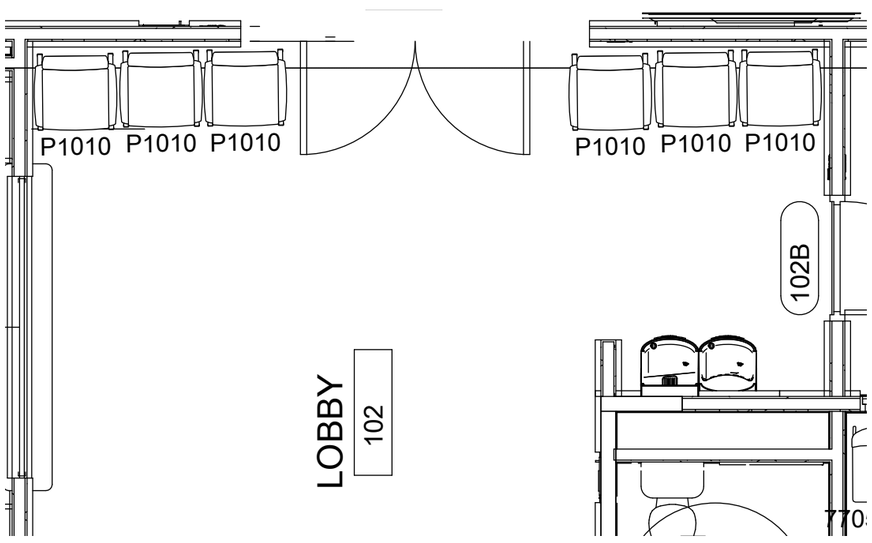



Scale~1:299




# Floor Plan View - Lobby – Rm 102

| | |
|---|---|
| JOB NO: | 8612 |
| SCALE | 1/4"=1' |
| DRAWN | SMB |
| DATE: | 12/1/2025 |
| REV. | 1 smb/PP |

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# Quotation 90101

Quote Date 2025-12-02

Customer CIT030
Terms NET 15 DAYS
Account Representative Damon Calen
Project 8612

Quote To

Teri Davis
City of Mary Esther
195 N Christobal Rd
Mary Esther FL 32569-1911

Ship To

City of Mary Esther
195 N Christobal Rd
Mary Esther FL 32569-1911

Phone +1 (850) 243-3566 X128
acctspay@cityofmaryesther.com

Sales Location ImageWorks - PC

| | Description | Quantity | Unit Price US$ | Extended Price US$ |
|---|---|---|---|---|
| | **A - Conference Room ? Rm 113** | | | |
| 1 | 77089-CA - Inertia, Mesh Back, Conference, Midback, Basic Synchro Tilt, Conference Arm<br>Series<br>Inertia Mesh Back<br>Backstyle<br>Midback<br>Control<br>Basic Synchro Tilt<br>Arm<br>Conference Arm<br>Back Mesh Options<br>M1 Mesh<br>Haze<br>High Profile Aluminum Base Option<br>No Selection<br>No Selection<br>No Selection (Standard Carpet Casters)<br>Ergonomic Small Seat Option<br>No Selection<br>Lumbar Option<br>No Selection | 11 | 269.28 | 2,962.08 |

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# Quotation 90101

| | Description | Quantity | Unit Price US$ | Extended Price US$ |
|---|---|---|---|---|
| 2 | CRRECTBL - Table, Rectangle<br>Width: 144.0000<br>Depth: 48.0000<br>Top Surface Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Edge Finish: Plastic - PG1 6213 - ACACIA<br>Base Type: Rectangular Base<br>Rectangular Base Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Thickness - Worksurface: 1.1250<br>Grommet: Hinged Door<br><br>Tag For A - Conference Room ? Rm 113<br>48/144/RB | 1 | 2,730.64 | 2,730.64 |
| | Sub Total (US$) | | | 5,692.72 |
| | Florida - Non Taxable | | | 0.00 |
| | Total (US$) | | | 5,692.72 |
| | **B - Private Office Typical** | | | |
| 3 | AMQCFINTRODSLIDE - CF Series Intro Dual Assembly with Universal Slider Bar Tilt Heads<br>Arm Finish: Textured Paint 7018 - Pewter<br>Bracket: CF Through Mount Dual Bracket<br><br>Tag For B - Private Office Typical<br>CFI-D-T | 6 | 264.80 | 1,588.80 |
| 4 | AMQCRBKS - Bookcase- Stacking,15"D<br>Width: 36<br>Height: 37.987<br>Case Finish: Woodgrain LPL 2LAT - Acacia<br>Thickness - Worksurface: 1.125<br><br>Tag For B - Private Office Typical<br>BC/38/36 | 5 | 367.60 | 1,838.00 |
| 5 | AMQCRDSHL - Desk, Shell<br>Depth: 30.0000<br>Width: 72.0000<br>Case Finish: Woodgrain LPL 2LAT - Acacia | 6 | 373.20 | 2,239.20 |

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| Description | Quantity | Unit Price US$ | Extended Price US$ |
|---|---|---|---|
| 5<br>Top Surface Finish: Woodgrain LPL 2LAT - Acacia<br>Edge Finish: Plastic - PG1 6213 - Acacia <br>Support - Right: Full Depth End Panel<br>Support - Left: Full Depth End Panel<br>Modesty Panel: Full<br>Thickness - Worksurface: 1.125<br><br>Tag For B - Private Office Typical<br>30/72 | | | |
| 6 AMQCRL2H - Lateral-Two-High,File/File<br>Depth: 24<br>Width: 36<br>Top: With Top<br>Top Surface Finish: Woodgrain LPL 2LAT - Acacia<br>Edge Finish: Plastic - PG1 6213 - Acacia <br>Thickness - Worksurface: 1.125<br>Drawer Configuration: File/File<br>Application: Full<br>Case Finish: Woodgrain LPL 2LAT - Acacia<br>Headset Finish: Woodgrain LPL 2LAT - Acacia<br>Lock Finish: Polished Chrome 9201 - Polished Chrome <br>Key: Key Plug<br>Pull: Ledge<br>Pull Finish: Smooth Metallic 4799 - Platinum Metallic <br>Counterweight: With Counterweight<br><br>Tag For B - Private Office Typical<br>FF/2/36 | 4 | 742.00 | 2,968.00 |
| 7 77054-NA - Inertia, Mesh Back, Side, Standard, No Arms Y P1<br>Series<br>Inertia Mesh Back<br>Backstyle<br>Midback<br>Leg<br>4 Leg<br>Arm<br>No Arm<br>Back Mesh Options | 12 | 152.46 | 1,829.52 |

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| | Description | Quantity | Unit Price US$ | Extended Price US$ |
|---|---|---|---|---|
| 7 | M1 Mesh | | | |
| 9 | AMQCRMP15H - Pedestal-1.5-High,Box/File, Mobile<br>Depth: 22<br>Case Finish: Woodgrain LPL 2LAT - Acacia<br>Headset Finish: Woodgrain LPL 2LAT - Acacia<br>Top Surface Finish: Woodgrain LPL 2LAT - Acacia<br>Edge Finish: Plastic - PG1 6213 - Acacia <br>Pull: Ledge<br>Pull Finish: Smooth Metallic 4799 - Platinum Metallic <br>Counterweight: With Counterweight<br>Key: Key Plug<br>Lock Finish: Polished Chrome 9201 - Polished Chrome <br>Tag For B - Private Office Typical<br>MBF/22 | 1 | 370.80 | 370.80 |
| 10 | AMQCRPD2HBBF - Pedestal-Two-High,Box/Box/File<br>Depth: 30<br>Case Finish: Woodgrain LPL 2LAT - Acacia<br>Headset Finish: Woodgrain LPL 2LAT - Acacia<br>Pull: Ledge<br>Pull Finish: Smooth Metallic 4799 - Platinum Metallic <br>Counterweight: With Counterweight<br>Drawer Configuration: Box/Box/File<br>Key: Key Plug<br>Lock Finish: Polished Chrome 9201 - Polished Chrome <br>Tag For B - Private Office Typical<br>BBF/2/16 | 6 | 477.60 | 2,865.60 |
| 11 | APS2 - Activ2.0Desk, Stage 2<br>Depth: 30<br>Width: 54<br>Worksurface Finish: Woodgrain LPL 2LAT - Acacia<br>Base Finish: PAINT F1 - Platinum<br>Leg: C-Leg<br>Caster or Glide: Glides<br>Tag For B - Private Office Typical<br>30/54/-2S-C | 1 | 510.80 | 510.80 |

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| | Description | | Quantity | Unit Price US$ | Extended Price US$ |
|---|---|---|---|---|---|
| 11 | | | | | |
| 12 | APS2 - Activ2.0Desk, Stage 2<br>Depth: 30<br>Width: 60<br>Worksurface Finish: Woodgrain LPL 2LAT - Acacia<br>Base Finish: PAINT F1 - Platinum<br>Leg: C-Leg<br>Caster or Glide: Glides<br><br>Tag For B - Private Office Typical<br>30/60/-2S-C | | 5 | 525.20 | 2,626.00 |
| 13 | PPCHAIR - Personality Plus Task<br>Seat Finish: FOUNDATION 5876 - Navy<br>Frame: Black Frame<br>Back Finish: Air Mesh AR01 - Grey<br>Caster or Glide: Hard Castors<br>Headrest: No Headrest<br>Armrest: 4-D Arm<br>Base: F3:Black Base<br>Packaging: Fully Assembled<br><br>Tag For B - Private Office Typical<br>PP | | 4 | 344.80 | 1,379.20 |
| 15 | CRLS2HD - Low Storage-Two-High, Cabinet<br>Size Option: Modular<br>Depth: 24.0000<br>Width: 36.0000<br>Top: With Top<br>Application: Full<br>Top Surface Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Edge Finish: Plastic - PG1 6213 - ACACIA<br>Case Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Headset Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Lock Finish: Polished Chrome 9201 - POLISHED CHROME<br>Keys: Key Plug<br>Pull: Contemporary Pull<br>Pull Finish: Nickel 9211 - NICKEL<br>Worksurface Thickness: 1.1250 | | 1 | 506.21 | 506.21 |

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| Description | Quantity | Unit Price US$ | Extended Price US$ |
|---|---|---|---|
| 15 | | | |
| Tag For B - Private Office Typical<br>D/2/36 | | | |
| Sub Total (US$) | | | 18,722.13 |
| Florida - Non Taxable | | | 0.00 |
| Total (US$) | | | 18,722.13 |
| C - City Manager?s Office ? Rm 114A | | | |
| 16 77054-WA - Inertia, Mesh Back, Side, Standard, with Arms Y P1<br>Series<br>Inertia Mesh Back<br>Backstyle<br>Midback<br>Leg<br>4 Leg<br>Arm<br>Inertia Guest Arm<br>Back Mesh Options<br>M1 Mesh<br>Haze<br>Frame Finish<br>Black | 2 | 170.28 | 340.56 |
| 17 77089-CA - Inertia, Mesh Back, Conference, Midback, Basic Synchro Tilt, Conference Arm<br>Series<br>Inertia Mesh Back<br>Backstyle<br>Midback<br>Control<br>Basic Synchro Tilt<br>Arm<br>Conference Arm<br>Back Mesh Options<br>M1 Mesh<br>Haze<br>High Profile Aluminum Base Option<br>No Selection<br>No Selection | 3 | 269.28 | 807.84 |

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| Description | Quantity | Unit Price US$ | Extended Price US$ |
|---|---|---|---|
| 17<br>No Selection (Standard Carpet Casters)<br>Ergonomic Small Seat Option<br>No Selection<br>Lumbar Option<br>No Selection | | | |
| 18 AMQCFINTRODSLIDE - CF Series Intro Dual Assembly with Universal Slider Bar Tilt Heads<br>Arm Finish: Textured Paint 7018 - Pewter <br>Bracket: CF Through Mount Dual Bracket<br>Tag For C - City Manager?s Office ? Rm 114A<br>CFI-D-T | 1 | 264.80 | 264.80 |
| 19 AMQCRDSHL - Desk, Shell<br>Depth: 30.0000<br>Width: 72.0000<br>Case Finish: Woodgrain LPL 2LAT - Acacia<br>Top Surface Finish: Woodgrain LPL 2LAT - Acacia<br>Edge Finish: Plastic - PG1 6213 - Acacia <br>Support - Right: Full Depth End Panel<br>Support - Left: Full Depth End Panel<br>Modesty Panel: Full<br>Thickness - Worksurface: 1.125<br>Tag For C - City Manager?s Office ? Rm 114A<br>30/72 | 1 | 373.20 | 373.20 |
| 20 AMQCRPD2HBBF - Pedestal-Two-High,Box/Box/File<br>Depth: 30<br>Case Finish: Woodgrain LPL 2LAT - Acacia<br>Headset Finish: Woodgrain LPL 2LAT - Acacia<br>Pull: Ledge<br>Pull Finish: Smooth Metallic 4799 - Platinum Metallic <br>Counterweight: With Counterweight<br>Drawer Configuration: Box/Box/File<br>Key: Key Plug<br>Lock Finish: Polished Chrome 9201 - Polished Chrome <br>Tag For C - City Manager?s Office ? Rm 114A<br>BBF/2/16 | 1 | 477.60 | 477.60 |

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| | Description | Quantity | Unit Price US$ | Extended Price US$ |
|---|---|---|---|---|
| 20 | | | | |
| 21 | APS2 - Activ2.0Desk, Stage 2<br>Depth: 23<br>Width: 60<br>Worksurface Finish: Woodgrain LPL 2LAT - Acacia<br>Base Finish: PAINT F1 - Platinum<br>Leg: C-Leg<br>Caster or Glide: Glides<br><br>Tag For C - City Manager?s Office ? Rm 114A<br>23/60/-2S-C | 1 | 509.60 | 509.60 |
| 22 | CRBKS2H - Bookcase- Stacking on2-High or Desk<br>Size Option: Parametric<br>Depth: 15.0000<br>Width: 35.9375<br>Application Height: 66.5000<br>BookCase Height: 38.04724<br>Thickness - Worksurface: 1.1250<br>Case Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Top Surface Type: Low Pressure Laminate<br><br>Tag For C - City Manager?s Office ? Rm 114A<br>BC/66.5/36 | 1 | 361.58 | 361.58 |
| 23 | CRLS2HD - Low Storage-Two-High, Cabinet<br>Size Option: Modular<br>Depth: 24.0000<br>Width: 36.0000<br>Top: With Top<br>Application: Full<br>Top Surface Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Edge Finish: Plastic - PG1 6213 - ACACIA<br>Case Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Headset Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Lock Finish: Polished Chrome 9201 - POLISHED CHROME<br>Keys: Key Plug<br>Pull: Contemporary Pull<br>Pull Finish: Nickel 9211 - NICKEL<br>Worksurface Thickness: 1.1250 | 1 | 506.21 | 506.21 |

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| Description | Quantity | Unit Price US$ | Extended Price US$ |
|---|---|---|---|
| 23 | | | |
| Tag For C - City Manager?s Office ? Rm 114A<br>D/2/36 | | | |
| 24 EMWRDTBL - Working-Height Round<br>Diameter: 36<br>Top Surface Finish: Woodgrain LPL 2LAT - Acacia<br>Base: Column<br>Base Finish: Smooth Metallic 4799 - Platinum Metallic | 1 | 515.20 | 515.20 |
| Tag For C - City Manager?s Office ? Rm 114A<br>36/28.5 | | | |
| Sub Total (US$) | | | 4,156.59 |
| Florida - Non Taxable | | | 0.00 |
| Total (US$) | | | 4,156.59 |
| D - Chambers ? Rm 104 | | | |
| 25 77054-WA - Inertia, Mesh Back, Side, Standard, with Arms Y P1<br>Series<br>Inertia Mesh Back<br>Backstyle<br>Midback<br>Leg<br>4 Leg<br>Arm<br>Inertia Guest Arm<br>Back Mesh Options<br>M1 Mesh<br>Haze<br>Frame Finish<br>Black<br>Caster or Glide Option<br>No Selection (Std Nylon Glides)<br>Ganging Brackets with Arms Option<br>No Selection<br>CAL 133 Package Option<br>No Selection<br>Fabric or Leather Selection | 2 | 170.28 | 340.56 |

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# Quotation 90101

| | Description | Quantity | Unit Price US$ | Extended Price US$ |
|---|---|---|---|---|
| 25 | Grade 3<br>J. ENNIS: Challenger<br>Denim Blue | | | |
| 26 | 79140-MF - 79140-MF-BKN-KD-AS-FV-CDENB | 7 | 436.79 | 3,057.53 |
| 27 | 11050-NA - Tuck, Midback, Stacker, Polypropylene Back, Sled Base, No Arms<br>Y P1<br>Series<br>Tuck<br>Back Style<br>Midback<br>Leg<br>Stackable Sled Base<br>Arm<br>No Arm<br>Frame Finish Selection<br>Collection 1 - Chrome<br>Glides Option<br>No Selection (Std Nylon Glides)<br>Ganging Brackets Option | 38 | 124.74 | 4,740.12 |
| 28 | CNCRTABLE - AMQ Concur Table<br>Depth: 24<br>Width: 72<br>Worksurface Finish: Woodgrain LPL 2LAT - Acacia<br>Frame Finish: PAINT F1 - Platinum<br>Modesty Panel: W/ Modesty Panel<br><br>Tag For D - Chambers ? Rm 104<br>24D/72W | 1 | 690.40 | 690.40 |

| | |
|---|---|
| Sub Total (US$) | 8,828.61 |
| Florida - Non Taxable | 0.00 |
| Total (US$) | 8,828.61 |

F - Break Room ? Rm 124

Accepted by_____ Title_____ Date_____

ImageWorks Commercial Interiors
Little Rock | NW AR | Memphis | Panama City
WOMEN OWNED

**Panama City Showroom**
97 Oak Avenue
Panama City, FL 32401
info@ImageWorksCI.com
www.ImageWorksCI.com
Phone: (850) 271-2600

# Quotation 90101

| | Description | Quantity | Unit Price US$ | Extended Price US$ |
|---|---|---|---|---|
| 29 | 11050-NA - Tuck, Midback, Stacker, Polypropylene Back, Sled Base, No Arms<br>Y<br>Series<br>Tuck<br>Back Style<br>Midback<br>Leg<br>Stackable Sled Base<br>Arm<br>No Arm<br>Frame Finish Selection<br>Collection 1 - Chrome<br>Glides Option<br>No Selection (Std Nylon Glides)<br>Ganging Brackets Option<br>No Selection<br>Storage Tray Option<br>No Selection<br>Polypropylene Back Selection<br>Haze<br>Polypropylene Seat<br>Smoke | 8 | 124.74 | 997.92 |
| 30 | AMQCRSQTBL - Table, Sq<br>Width: 36<br>Thickness - Worksurface: 1.125<br>Top Surface Finish: Woodgrain LPL 2LAT - Acacia<br>Edge Finish: Plastic - PG1 6213 - Acacia<br>Base: X-Base<br>X-Base/Column Finish: Smooth Metallic 4799 - Platinum Metallic<br>Tag For F - Break Room ? Rm 124<br>36/36/XB | 2 | 424.00 | 848.00 |

| | |
|---|---|
| Sub Total (US$) | 1,845.92 |
| Florida - Non Taxable | 0.00 |
| Total (US$) | 1,845.92 |

I - Reception

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**Panama City Showroom**
97 Oak Avenue
Panama City, FL 32401
info@ImageWorksCI.com
www.ImageWorksCI.com
Phone: (850) 271-2600

# Quotation 90101

| | Description | Quantity | Unit Price US$ | Extended Price US$ |
|---|---|---|---|---|
| 31 | CRDSHL - Desk- Shell<br>Size Option: Modular<br>Depth: 24.0000<br>Width: 60.0000<br>Thickness - Worksurface: 1.1250<br>Top Surface Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Edge Finish: Plastic - PG1 6213 - ACACIA <br>Case Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Support - Right: Full Depth End Panel<br>Support - Left: Clear-Access End Panel<br>Modesty Panel: Full<br>Grommet Location: No Grommet<br><br>Tag For I - Reception<br>24/60/CA/FD | 1 | 315.52 | 315.52 |
| 32 | CRDSHL - Desk- Shell<br>Size Option: Modular<br>Depth: 24.0000<br>Width: 60.0000<br>Thickness - Worksurface: 1.1250<br>Top Surface Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Edge Finish: Plastic - PG1 6213 - ACACIA <br>Case Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Support - Right: Clear-Access End Panel<br>Support - Left: Full Depth End Panel<br>Modesty Panel: Full<br>Grommet Location: No Grommet<br><br>Tag For I - Reception<br>24/60/FD/CA | 1 | 315.52 | 315.52 |
| 33 | CRDSHL - Desk- Shell<br>Size Option: Modular<br>Depth: 24.0000<br>Width: 72.0000<br>Thickness - Worksurface: 1.1250<br>Top Surface Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Edge Finish: Plastic - PG1 6213 - ACACIA <br>Case Finish: Woodgrain LPL 2LAT - ACACIA (LPL) | 2 | 342.19 | 684.38 |

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www.ImageWorksCI.com
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# Quotation 90101

| Description | Quantity | Unit Price US$ | Extended Price US$ |
|---|---|---|---|
| 33<br>Support - Right: Full Depth End Panel<br>Support - Left: Full Depth End Panel<br>Modesty Panel: Full<br>Grommet Location: No Grommet<br><br>Tag For I - Reception<br>24/72/FD/FD | | | |
| 34 CRPD2HBBF - Pedestal-2-High,Box/Box/File<br>Size Option: Modular<br>Depth: 24.0000<br>Case Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Headset Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Lock Finish: Polished Chrome 9201 - POLISHED CHROME<br>Keys: Key Plug<br>Pull: Contemporary Pull<br>Pull Finish: Nickel 9211 - NICKEL<br>Counterweight: With Counterweight<br><br>Tag For I - Reception<br>BBF/2/24 | 2 | 420.97 | 841.94 |
| 35 CRPD2HFF - Pedestal-2-High,File/File<br>Size Option: Modular<br>Depth: 24.0000<br>Case Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Headset Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Lock Finish: Polished Chrome 9201 - POLISHED CHROME<br>Keys: Key Plug<br>Pull: Contemporary Pull<br>Pull Finish: Nickel 9211 - NICKEL<br>Counterweight: With Counterweight<br><br>Tag For I - Reception<br>FF/2/24 | 2 | 420.97 | 841.94 |
| Sub Total (US$) | | | 2,999.30 |
| Florida - Non Taxable | | | 0.00 |
| Total (US$) | | | 2,999.30 |

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info@ImageWorksCI.com
www.ImageWorksCI.com
Phone: (850) 271-2600

# Quotation 90101

| Description | Quantity | Unit Price US$ | Extended Price US$ |
|---|---|---|---|
| **J -OFFICE 107** | | | |
| 36 77054-NA - Inertia, Mesh Back, Side, Standard, No Arms Y P1<br>Series<br>Inertia Mesh Back<br>Backstyle<br>Midback<br>Leg<br>4 Leg<br>Arm<br>No Arm<br>Back Mesh Options<br>M1 Mesh | 2 | 152.46 | 304.92 |
| 37 AMQCFINTRODSLIDE - CF Series Intro Dual Assembly with Universal Slider Bar Tilt Heads<br>Arm Finish: Textured Paint 7018 - Pewter<br>Bracket: CF Through Mount Dual Bracket<br>Tag For J -OFFICE 107<br>CFI-D-T | 1 | 264.80 | 264.80 |
| 38 AMQCRDSHL - Desk, Shell<br>Depth: 30.0000<br>Width: 72.0000<br>Case Finish: Woodgrain LPL 2LAT - Acacia<br>Top Surface Finish: Woodgrain LPL 2LAT - Acacia<br>Edge Finish: Plastic - PG1 6213 - Acacia<br>Support - Right: Full Depth End Panel<br>Support - Left: Full Depth End Panel<br>Modesty Panel: Full<br>Thickness - Worksurface: 1.125<br>Tag For J -OFFICE 107<br>30/72 | 1 | 373.20 | 373.20 |
| 39 AMQCRPD2HBBF - Pedestal-Two-High,Box/Box/File<br>Depth: 30<br>Case Finish: Woodgrain LPL 2LAT - Acacia<br>Headset Finish: Woodgrain LPL 2LAT - Acacia | 1 | 477.60 | 477.60 |

Accepted by_____ Title_____ Date_____

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www.ImageWorksCI.com
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# Quotation 90101

| Description | Quantity | Unit Price US$ | Extended Price US$ |
|---|---|---|---|
| 39<br>Pull: Ledge<br>Pull Finish: Smooth Metallic 4799 - Platinum Metallic <br>Counterweight: With Counterweight<br>Drawer Configuration: Box/Box/File<br>Key: Key Plug<br>Lock Finish: Polished Chrome 9201 - Polished Chrome <br>Tag For J -OFFICE 107<br>BBF/2/16 | | | |
| 40 APS2 - Activ2.0Desk, Stage 2<br>Depth: 23<br>Width: 60<br>Worksurface Finish: Woodgrain LPL 2LAT - Acacia<br>Base Finish: PAINT F1 - Platinum<br>Leg: C-Leg<br>Caster or Glide: Glides<br>Tag For J -OFFICE 107<br>23/60/-2S-C | 1 | 509.60 | 509.60 |
| 41 CRBKS2H - Bookcase- Stacking on2-High or Desk<br>Size Option: Parametric<br>Depth: 15.0000<br>Width: 35.9375<br>Application Height: 66.5000<br>BookCase Height: 38.04724<br>Thickness - Worksurface: 1.1250<br>Case Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Top Surface Type: Low Pressure Laminate<br>Tag For J -OFFICE 107<br>BC/66.5/36 | 2 | 361.58 | 723.16 |
| 42 CRLS2HD - Low Storage-Two-High, Cabinet<br>Size Option: Modular<br>Depth: 24.0000<br>Width: 36.0000<br>Top: With Top<br>Application: Full | 2 | 506.21 | 1,012.42 |

Accepted by_____ Title_____ Date_____

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# Quotation 90101

| Description | Quantity | Unit Price US$ | Extended Price US$ |
|---|---|---|---|
| 42 | | | |
| Top Surface Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Edge Finish: Plastic - PG1 6213 - ACACIA <br>Case Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Headset Finish: Woodgrain LPL 2LAT - ACACIA (LPL)<br>Lock Finish: Polished Chrome 9201 - POLISHED CHROME <br>Keys: Key Plug<br>Pull: Contemporary Pull<br>Pull Finish: Nickel 9211 - NICKEL <br>Worksurface Thickness: 1.1250<br><br>Tag For J -OFFICE 107<br>D/2/36 | | | |
| Sub Total (US$) | | | 3,665.70 |
| Florida - Non Taxable | | | 0.00 |
| Total (US$) | | | 3,665.70 |
| G-Lobby -RM 102 | | | |
| 43 P1010 - Ruhe, Midback, Single Unit, Guest Chair<br>Arm Cap Finish Selection<br>Light Grey Polyurethane<br>Frame Finish<br>Silver<br>Power Selection<br>No Selection<br>Seat Fabric or Leather Selection<br>Grade 3<br>J. ENNIS: Challenger<br>Denim Blue<br>Back Fabric or Leather Selection<br>Grade 3<br>J. ENNIS: Challenger<br>Denim Blue | 6 | 426.10 | 2,556.60 |
| Sub Total (US$) | | | 2,556.60 |
| Florida - Non Taxable | | | 0.00 |
| Total (US$) | | | 2,556.60 |

Accepted by_____ Title_____ Date_____

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WOMEN OWNED

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# Quotation 90101

| | Description | Quantity | Unit Price US$ | Extended Price US$ |
|---|---|---|---|---|
| 44 | LOT - INSTALL-SERVICES TO INCLUDE BUT NOT LIMITED TO:<br>1) RECEIPT OF GOODS TO LEITZ OFFICE PRODUCTS WAREHOUSE.<br>2) DELIVERY TO JOBSITE.<br>3)STAGIING OF PRODUCT.<br>4)INSTALLATION PER FLOOR PLAN.<br>5)ASSEMBLY AS NEEDED.<br>6)REMOVAL AND RECYCLING OF ALL PACKAGING MATERIALS.<br>7)LEVELING OF ALL CASEGOODS AS NEEDED | 1 | 9,841.00 | 9,841.00 |
| 45 | DESIGN LOT - DESIGN TIME TO INCLUDE: AS-BUILT AUTOCAD DRAWING, SPACEPLAN, , SPECIFICATION, INSTALLATION DRAWING,AND PROJECT MANAGEMENT AS NEEDED.<br><br>DESIGN TIME IS BILLED AT $75.00 PER HOUR.<br><br>PROJECT #<br>DESIGNER: | 14 | 75.00 | 1,050.00 |

| Quotation Totals | |
|---|---|
| Sub Total | 59,358.57 |
| Florida - Non Taxable | 0.00 |
| Grand Total (United States $) | 59,358.57 |

End of Quotation (NOTE: All prices are in United States Currency)

Accepted by_____ Title_____ Date_____

ImageWorks Commercial Interiors
Little Rock | NW AR | Memphis | Panama City
WOMEN OWNED
**Panama City Showroom**
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www.ImageWorksCI.com
Phone: (850) 271-2600

Quotation 90101

# IMAGEWORKS COMMERCIAL INTERIORS TERMS AND CONDITIONS

ImageWorks Commercial Interiors (hereinafter referred to as "ImageWorks"):

1. The prices quoted are based on current governmental laws and regulations. In the event of any changes in laws, regulations, tariffs, taxes, or other governmental mandates that increases the cost of goods, materials, or services, the seller reserves the right to adjust pricing accordingly. Any such price adjustments will be communicated in writing and supported by relevant documentation.
2. Sell prices are quoted based upon manufacturer's published list price, less the discount. Due to supply chain issues, a manufacturer's list price can potentially increase with limited notice, affecting our cost and final sell price. ImageWorks guarantees the discount from manufacturer's list price to be valid for a period of fifteen (15) days from the date of the written quote unless expressly indicated. Verbal quotes are non-binding.
3. Terms are net ten (10) days from the date of ImageWorks invoice unless otherwise specified. Based upon whichever occurs first, product is invoiced upon delivery to ImageWorks, the customer, or a party retained to install the product
4. If not paid when due, a monthly service charge of one and one-half percent (1½ %) per month will be applied to all delinquent amounts and will be added to any outstanding balance.
5. A ninety percent (90%) deposit and credit approval is required prior to order entry.
6. Prices are based on shipping product direct to the location designated by the customer where it will be unloaded and installed by ImageWorks. If the product is diverted and additional handling is required, costs will be charged to the customer.
7. Storage, if required, will be charged one dollar and twenty-five cents ($1.25) per square foot per month and will be net ten (10) days from date of invoice. ImageWorks will not be responsible for concealed damage to product stored past the time allowed to report such damage to the carrier or manufacturer.
8. Orders may not be canceled or changed after the order is placed.
9. Products are not guaranteed by ImageWorks and are limited to warranties offered by the manufacturer.
10. ImageWorks has no responsibility for manufacturers' lead-times or freight companies' delivery time. ImageWorks shall not be liable for any failure, delay or interruption in performance caused by strikes, fires, shortages of labor or materials, or any other cause beyond our control. Pricing excludes the acceptance of liquidated damages of any type.
11. Installation, if applicable, will be performed during normal business hours, 8:00 a.m. - 5:00 p.m., Monday through Friday. If installation is required by the building rules or local ordinances after hours or Saturday will be billed at a rate equal to one and one-half (1½) times ImageWorks' standard hourly labor rate. Holidays or Sundays will be billed at a rate of two (2) times ImageWorks' standard hourly labor rate. If union labor is required, additional charges will also be charged to the customer.
12. ImageWorks accepts no responsibility for the accuracy or practicality of the products and quantities as specified or inventoried by others.
13. Should ImageWorks be required to supply electricians or other specialists, the cost of such services shall be billed to the customer as a separate charge and is in no manner included in ImageWorks' proposal.
14. ImageWorks carries all insurance coverage considered to be necessary for the operation of an office furniture dealership. Should any additional insurance and/or bid bond coverage be required, cost of such coverage will be invoiced to the customer as a separate charge.
15. If suit is brought by ImageWorks for the recovery of any payment due ImageWorks from customer or for the breach of any provision hereof, customer agrees to pay all costs in connection with suit, including attorney fees, whether or not the suit proceeds to judgment.
16. Any action or other judicial proceeding regarding this contract or any of its provisions shall be instituted only in the courts of the State of Arkansas. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Arkansas.

The foregoing Terms and Conditions shall govern over any conflicting terms and shall become part of any contract or purchase order issued for a project.

This is to certify that I have read and hereby agree to the TERMS AND CONDITIONS as stated in this Agreement.

Accepted by_____ Title_____ Date_____

Department of MANAGEMENT SERVICES

Menu



# Allseating Corporation

| CBE Code | Florida Climate Friendly Preferred Products | Recycled Products | Utilizes Authorized Resellers |
|---|---|---|---|
| A - Non-Minority | No | No | Yes |

FEIN: 98-0110664
Website: www.allseating.com

# Customer Contact

Name: HOPE MYLES
Email: hope.myles@allseating.com

Phone: 404-441-3245
Address: 6472 HWY 42, UNIT B22, REX, GA 30273

# Contract Administrator

Name: CINDY LAWTON-MOREBY
Email: biddepartmentus@allseating.com
Phone: 416-671-5694
Address: 5800 AVEBURY ROAD, UNIT 3, MISSISSAUGA, ON CANADA L5R 3M3, 00000

**Authorized Resellers:** S D R Information Form - Allseating.xlsm

**PUR Forms:** PUR Forms - Combined - Allseating Corporation.pdf

## Furniture, All Types

Contractors

Pricing

Service Updates

# DMS Leadership

# Agency Organization

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# Subcontractor/Dealer/Reseller Information Form

**Contract Name:** Furniture, All Types
**Contract Number:** 56120000-24-NY-ACS
**Contractor Name:** ALLSEATING CORPORATION

*** * * PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY * * ***

*Counties Served: If the subcontractor/dealer/reseller does not provide products/services statewide, press **Ctrl + M** to unhide the columns after Column M (Approved Date) and select "Y" for each county served; press **Ctrl + Q** to rehide the columns.*

| Subcontractor/Dealer/Reseller Name | Website | Contact Name | Email | Phone | ext. | Address | City | State | Zip | +4 | Counties Served *(SEE ABOVE)* | Approved Date (DMS USE ONLY) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Align 1 Solutions | https://align1solutions.com/ | KATIE CORBIN-BRENTS | KATIE@AMERICASOFFICESOURCE.COM | 407-478-0637 | 212 | 706 TURNBULL AVENUE | ALTAMONTE SPRINGS | FL | 32701 | | Statewide | 4/2/2024 |
| American Interiors - Orlando, LLC | aminteriors.com | Arlene Martinez | arlene.martinez@bos.com | 407-805-9911 | | 200 Technology Park ste 1020 | Lake Mary | FL | 32746 | | Statewide | 4/2/2024 |
| American Interiors - Tampa, LLC | aminteriors.com | Basil Bernard | basil.bernard@apricotos.com | 954-256-3141 | | 20401 NW 2nd Ave. Ste 220 | Miami Gardens | FL | 33169 | | Statewide | 4/2/2024 |
| AMERICAS OFFICE SOURCE INC | WWW.AMERICASOFFICESOURCE.COM | SYLVIA CROSBY | SYLVIA@BUDGETOFFICEINTERIORS.COM | 904-733-0182 | | 3030 Powers Ave. S. 101 Jacksonville, | JACKSONVILLE | FL | 32207 | | Statewide | 4/2/2024 |
| AOE OF FLORIDA INC. - (BOS ORLANDO) | www.bos.com | Alfredo Alvarado | aalvarado@the-cigroup.com | 954-354-1711 | | 902 Clint Moore Road | Boca Raton | FL | 33487 | | Statewide | 4/2/2024 |
| BI Gainesville | https://businteriors.com/ | Linda Mullen | lmullen@the-cigroup.com | 727-539-7544 | | 12115 28th Street North | St. Petersburg | FL | 33716 | | Statewide | 4/2/2024 |
| BI Tallahassee | https://businteriors.com/ | Stewart Davis | sdavis@cdstampa.com | 407-774-4832 | | 2405 Lucien Way, Suite 250 | Orlando | FL | 32751 | | Statewide | 4/2/2024 |
| BOS Tallahassee | https://www.bos.com/tallahassee/ | Stewart Davis | sdavis@cdstampa.com | 813-886-0580 | | 5805 Barry Road | Tampa | FL | 33634 | | Statewide | 4/2/2024 |
| Budget Office Interiors | www.budgetofficeinteriors.com | BRANDON REICHERT | BREICHERT@CDSTALLY.COM | 850-241-0800 | | 508-C CAPITAL CIRCLE | TALLAHASSEE | FL | 32301 | | Statewide | 4/2/2024 |
| CDS Jacksonville | https://commercialdesignservices.com/locations/tallahassee/ | Kristen Helverson | kristen@directofficesolutions.net | 954-440-4410 | | 700 NW 57th Court | Fort Lauderdale | FL | 33309 | | Statewide | 4/2/2024 |
| Commercial Design Services Inc. (Orlando) | www.cdsorlando.com | Kevin Baker | kevin.baker@bos.com | 813-549-7310 | | 1600 E 8th Avenue, #C201 | Tampa | FL | 33605 | | Statewide | 4/2/2024 |
| Commercial Design Services Inc. (Tampa) | www.cdstampa.com | Larry Aziz | laziz@holmesbrakel.com | 904-538-0423 | | 8933 Western Way S. 2 | Jacksonville | FL | 32256 | | Statewide | 4/2/2024 |
| Commercial Design Services( Tallahassee) | https://commercialdesignservices.com/locations/tallahassee/ | Sarah Paulk | spaulk@holmesbrakel.com | 813-229-6869 | | 3901 Coconut Palm Drive, #102 | Tampa | FL | 33619 | | Statewide | 4/2/2024 |
| COMPASS OFFICE SOLUTIONS | www.compass-office.com | Damon Calen | damon@goimageworks.org | 850-271-2600 | | 1119 Florida Ave | Lynn Haven | FL | 32444 | | Statewide | 4/2/2024 |
| Empire Office | www.empireoffice.com | Steve Jacobs | sjacobs@ifsdv.com | 904-731-0063 | | 8409 Baymeadows Rd. | Jacksonville | FL | 32256 | | Statewide | 4/2/2024 |
| Empire Office Inc (Orlando) | www.empireoffice.com | Richard Fendley | admin@ifsdv.com | 727-275-1200 | | 7225B Bryan Dairy Road | Largo | FL | 33773 | | Statewide | 4/2/2024 |
| Empire Office Inc (Tampa) | www.empireoffice.com | Phil Wodecki | phil.wodecki@jcwhite.com | 954.499.6677 | | 3501 Commerce Parkway | Miramar | FL | 33025 | | Statewide | 4/2/2024 |
| Ernie Morris | www.erniemorris.com | DAVID SALTER | DSALTER@OEC-FL.COM | 352-332-1192 | | 1601 NW 80TH BOUL. | GAINESVILLE | FL | 32606 | | Statewide | 4/2/2024 |
| Executive Office Furniture | WWW.EOFINC.COM | Brooke Gabrielsen | bgabrielsen@ofdc-inc.com | 239-821-0250 | | 11866 Metro Parkway | Fort Myers | FL | 33966 | | Statewide | 4/2/2024 |
| Executive Office Furniture Tallahassee | https://www.eofinc.com/ | Cyndie Brake | cbrake@oesjax.com | 904-398-9761 | | 1524 San Marco Blvd. | Jacksonville | FL | 32207 | | Statewide | 4/2/2024 |
| FLORIA BUSINESS INTERIORS - (BOS TAMPA) | www.bos.com | Thomas CURRY | TCURRY@OFFICENVIRONMENTS.COM | 850-241-1750 | | 1211 GOVERNORS SQUARE BLVD S. 100 | Tallahassee | FL | 32301 | | Statewide | 4/2/2024 |
| FSI Jacksonville | http://fsijax.com/ | Edwin Celeiro | edwin@ofctampa.com | 813-254-7253 | | 2117 W Kennedy Boulevard | Tampa | FL | 33606 | | Statewide | 4/2/2024 |
| Holmes & Brakel Business Interiors Jax | www.holmesbrakel.com | VINCE MCCORMACK | VINCE.MCCORMACK@PERDUEOFFICE.COM | 904-737-5858 | | 5 WEST FORSYTH ST. S. 100 | JACKSONVILLE | FL | 32202 | | Statewide | 4/2/2024 |
| Holmes & Brakel International Inc | www.holmesbrakel.com | David Cook | david.cook@staples.com | 813-470-9264 | | 4661 Oak Fair Boulevard | Tampa | FL | 33610 | | Statewide | 4/2/2024 |
| Holmes & Brakel Jacksonville | https://www.holmesbrakel.com/ | Dick Dvorak | rdvorak@workscapes.com | 813-620-0048 | | 501 E Kennedy Blvd Ste 100 | Tampa | FL | 33602 | | Statewide | 4/2/2024 |
| IFS Tallahassee | https://ifsbi.com/ | Jillian McCluskey | jmccluskey@workscapes.com | 407-599-6770 | | 1173 N Orange Avenue | Orlando | FL | 32804 | | Statewide | 4/2/2024 |
| Imageworks /Leitz office | www.goimageworks.org | Chuck Williams | yourofficefl@aol.com | 954-326-8219 | | 609 nw 28th Street | Wilton Manors | FL | 33311 | | Statewide | 4/2/2024 |
| Interior Contract Services | www.orlandobusinessfurniture.com | Mike Monahan | mike@signatureschoolproducts.com | 407-299-0896 | 205 | 220 Springview Commerce Dr., Bldg 180 | DeBary | FL | 32713 | | Statewide | 4/2/2024 |
| Interior Fusion Jacksonville location | www.interiorfusionjax.com | Melissa Caples | mcaples@aminteriors.com | 261-912-1207 | | 250 N Orange Ave Suite 1600 | Orlando | FL | 32801 | | Statewide | 4/2/2024 |
| Interior Fusion Jacksonville | https://interiorfusion.com/our-locations/jacksonville | Melissa Caples | mcaples@aminteriors.com | 261-912-1207 | | 400 N Tampa St. Suite 2250 | Tampa | FL | 33602 | | Statewide | 4/2/2024 |
| Interior Fusion LLC | www.interiorfusion.us | Kim Brannen | kbrannen@holmesbrakel.com | 904-345-1163 | | 8933 Western Way S. 2 | Jacksonville | FL | 32256 | | Statewide | 4/2/2024 |
| JC White | www.jcwhite.com | Joann Boles | j.boles@officefurnituredepot.com | 863-682-0393 | | 2440 US Hwy 98 N | Lakeland | FL | 33805 | | Statewide | 4/2/2024 |
| M. Hanson & Company Inc | https://mhansonco.com/ | Ron Morris | rmorris@erniemorris.com | 800-457-2745 | | 232 North Main | Bushnell | FL | 33513 | | Statewide | 4/2/2024 |
| OEC Business Interiors | WWW.OEC-FL.COM | Adrian Rodriguez | arodriguez@align1solutions.com | 305- 205-3741 | | 1301 E Broward Blvd Suite 320 | Ft. Lauderdale | FL | 33301 | | Statewide | 4/2/2024 |
| OFDC Commercial Interiors | www.OFDC-inc.com | Thomass Curry | tcurry@businteriors.com | 850-545-0555 | | 1211 Governors Square Blvd Suite 100 | Tallahassee | FL | 32301 | | Statewide | 4/2/2024 |
| Office Environments and services | www.oesjax.com | David Salter | dsalter@oec-fl.com | 352-332-1192 | | 1601 NW 80th Blvd | Gainesville | FL | 32606 | | Statewide | 4/2/2024 |
| Perdue Inc. | WWW.PERDUEOFFICE.COM | Drew Rowan | drew.rowan@bos.com | 850-591-5462 | | 3122 Mahan Drive, Suite 801-218 | Tallahassee | FL | 32308 | | Statewide | 4/2/2024 |
| Perdue Jacksonville | https://www.perdueoffice.com/ | Cheryl Smith | cherylsmithof@live.com | 850-519-4853 | | 1401 S. Monroe St | Tallahassee | FL | 32301 | | Statewide | 4/2/2024 |
| Perdue Tallahassee | https://www.perdueoffice.com | Jack Mozley | jack.mozley@perdueoffice.com | 850-544-6306 | | 313 N. Monroe St, Suite 101 | TALLAHASSEE | FL | 32301 | | Statewide | 4/2/2024 |
| Pradere Designer Workspaces | https://pradereoffice.com/ | Melonie Taylor | mtaylor@studio71.us | 904-993-4774 | | 4711 Palmer Avenue | JACKSONVILLE | FL | 32210 | | Statewide | 4/2/2024 |
| RKR Ocala | https://rkrofficefurniture.com/ | David Caldwell | dcaldwell@ifsbi.com | 850-536-0888 | | 318 North Monroe Street | TALLAHASSEE | FL | 32301 | | Statewide | 4/2/2024 |
| Staples | www.staples.com | Christie Hill | chill@workscapes.com | 904-858-9918 | | 1505 Dennis Street Suite 600 | Jacksonville | FL | 32204 | | Statewide | 4/2/2024 |
| Studio71 - Jacksonville | https://www.studio71.us/ | Kevin Gray | kgray@cdsjax.com | 904-365-6929 | | 8172 Baymeadows Way West | Jacksonville | FL | 32256 | | Statewide | 4/2/2024 |
| WORKSCAPES INC - Tampa | www.workscapes.com | Hurtis Wyche | hwyche@the-cigroup.com | 904-570-7161 | | 1950 San Marco Blvd, Suite 2 | Jacksonville | FL | 32207 | | Statewide | 4/2/2024 |
| WORKSCAPES INC- Orlando | www.workscapes.com | George Hume | GHume@fsijax.com | (904) 421-3899 | | 3653 Regent Blvd | Jacksonville | FL | 32224 | | Statewide | 4/2/2024 |
| Workscapes Jacksonville | https://www.workscapes.com/locations/jacksonville-fl | Jennifer Whellan | jennifer.whellan@cbi-se.com | 904-667-9682 | | 1 Independent Drive | Jacksonville | FL | 32202 | | Statewide | 4/2/2024 |
| YOUR OFFICE INC | www.yourofficefl.com | Patrick Scully | pscully@interiorfusion.us | 904-731-0063 | | 8409 Baymeadows Rd. | Jacksonville | FL | 32256 | | Statewide | 4/2/2024 |
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Department of MANAGEMENT SERVICES

Menu



# Steelcase, Inc.

| CBE Code | Florida Climate Friendly Preferred Products | Recycled Products | Utilizes Authorized Resellers |
|---|---|---|---|
| A - Non-Minority | No | No | Yes |

FEIN: 38-0819050

Website: www.steelcase.com

# Customer Contact

Name: KEVIN LOUBERT
Email: kloubert@steelcase.com

Phone: 616-292-9848
Address: 901 44TH STREET SE, GRAND RAPIDS, MI 49508

# Contract Administrator

Name: KEVIN LOUBERT
Email: kloubert@steelcase.com
Phone: 616-292-9848
Address: 901 44TH STREET SE, GRAND RAPIDS, MI 49508

# Authorized Resellers

**Authorized Resellers:** Copy of Steelcase Reseller Information Form.xlsm

# Furniture, All Types

Contractors

Pricing

Service Updates

## Agency Information

## Open Government

## DMS Leadership

## Agency Organization

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# Subcontractor/Dealer/Reseller Information Form

**Contract Name:** Furniture Alternate Contract Source
**Contract Number:** 56120000-24-NY-ACS
**Contractor Name:** Steelcase Inc.

*** * * PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY * * ***

*Counties Served: If the subcontractor/dealer/reseller does not provide products/services statewide, press **Ctrl + M** to unhide the columns after Column M (Approved Date) and select "Y" for each county served; press **Ctrl + Q** to rehide the columns.*

| Subcontractor/Dealer/Reseller Name | Website | Contact Name | Email | Phone | ext. | Address | City | State | Zip | +4 | Counties Served *(SEE ABOVE)* | Approved Date (DMS USE ONLY) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| American Business Interiors | www.abinteriors.com | Robert Perers | robertp@abinteriors.com | 321-723-5003 | | 2015 Waverly Place | Melbourne | FL | 32901 | 5444 | Statewide | 3/11/2024 |
| Empire Office - Hollywood, FL | www.empireoffice.com | Peri Silber | psilber@empireoffice.com | 954-707-6212 | | 2 Oakwood Blvd | Hollywood | FL | 33020 | | Statewide | 3/11/2024 |
| Empire Office - Orlando, FL | www.empireoffice.com | Brittany Gruber | bgruber@empireoffice.com | 904-504-8128 | | 110 Hillcrest Street | Orlando | FL | 32801 | | Statewide | 3/11/2024 |
| Empire Office - Tampa, FL | www.empireoffice.com | Nora Dublino | ndublino@empireoffice.com | 727-656-2154 | | 1000 North Ashley Drive, Suite 130 | Tampa | FL | 33602 | | Statewide | 3/11/2024 |
| GLT Total Office | www.gltoffice.com | Brenda Wise | bjwise2@gltoffice.com | 863-686-1799 | | 2929 South Combee Road | Lakeland | FL | 33803 | 7390 | Statewide | 3/11/2024 |
| ImageWorks Commercial Interiors | www.goimageworks.org | Kevin Yates | kevin@imageworksci.com | 901-592-9460 | | 97 West Oak Avenue | Panama City | FL | 32401 | | Statewide | 3/11/2024 |
| OEC | www.oecbi.com | Gerri Kennedy-Holland | gholland@oecbi.com | 251-471-3368 | | 6254 North W Street | Pensacola | FL | 32505 | | Statewide | 3/11/2024 |
| OEC Business Interiors | www.oec-fl.com | David Salter | dsalter@oec-fl.com | 352-332-1192 | | 1601 NW 80th Boulevard | Gainesville | FL | 32606 | 9140 | Statewide | 3/11/2024 |
| OEC Business Interiors | www.oec-fl.com | Brenda Wawers | bwawers@oec-fl.com | 352-620-2888 | | 1925 SW 18th Ct., Ste. 105 | Ocala | FL | 34471 | | Statewide | 3/11/2024 |
| OFDC Commercial Interiors, Inc. | www.ofdc-inc.com | Joe Gammons | jgammons@ofdc-inc.com | 239-337-1212 | | 11866 Metro Parkway | Fort Myers | FL | 33966 | 1307 | Statewide | 3/11/2024 |
| Perdue Office Interiors | www.perdueoffice.com | Margie McCormack | margie.mccormack@perdueoffice.com | 904-807-5717 | | 5 West Forsyth Street | Jacksonville | FL | 32202 | 3603 | Statewide | 3/11/2024 |
| Perdue Office Interiors | www.perdueoffice.com | Jack Mozley | jack.mozley@perdueoffice.com | 850-383-4225 | | 313 N. Monroe St. Ste. 101 | Tallahassee | FL | 32301 | | Statewide | 3/11/2024 |