



**MINUTES
REGULAR MEETING
of THE MARY ESTHER CITY COUNCIL
February 2, 2026 - 6:00 PM**

195 Christobal Road – North, Mary Esther, FL 32569

CITY COUNCIL PRESENT

Chris Stein, Mayor
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

Tyler Reed, Community Development Director
Shawn Lindsey, Public Works Director

OTHERS PRESENT

Chad Rewis, OSCO Captain

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

RESULT:	PASSED (4-0)
MOVER:	Councilmember Susan Coxwell
SECOND:	Mayor Pro Tem Bernie Oder
AYES:	Larry Carter, Bernie Oder, Richard Lawson, Susan Coxwell
NAYS:	None

6. SPECIAL PRESENTATIONS

None.

7. CONSENT AGENDA

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

RESULT:	PASSED (4-0)
MOVER:	Mayor Pro Tem Bernie Oder
SECOND:	Councilmember Larry Carter

AYES:	Larry Carter, Bernie Oder, 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 January 20, 2026, Regular City Council Meeting**
- 8. **CITIZENS WHO HAVE REQUESTED TO BE PLACED ON THE AGENDA**
None.
- 9. **PUBLIC COMMENT (NON-AGENDA ITEMS)**
None.
- 10. **UNFINISHED BUSINESS**
None.
- 11. **NEW BUSINESS**

11.1. First Reading Ordinance 2026-1: Development Review Procedures

Community Development Director Reed provided background on Ordinance 2026-01, the changes, and the rationale for bringing it to the council. There was some discussion. Mayor Stein asked for City Clerk Morris to read the title of the ordinance into the record, to which he did as follows:

ORDINANCE 2026-01

AN ORDINANCE OF THE CITY OF MART ESTHER, FLORIDA; ESTABLISHING PROCEDURES AND TIMEFRAMES FOR REVIEW OF DEVELOPMENT APPLICATIONS; DEFENDING TECHNICAL REVIEW COMMITTEE AND CHAIR; AMENDING LAND DEVELOPMENT CODE SECTION 2.06.00, 2.07.00; 2.08.00; AND INCORPORATING PROVISIONS OF CHAPTER 2025-177 (SB 1080); PROVIDING FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR THE CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Stein asked for a motion to approve the first reading of Ordinance 2026-01. Councilmember Coxwell initiated the motion, seconded by Councilmember Lawson. The motion passed unanimously.

RESULT:	PASSED (4-0)
MOVER:	Councilmember Susan Coxwell
SECOND:	Councilmember Richard Lawson
AYES:	Larry Carter, Bernie Oder, Richard Lawson, Susan Coxwell
NAYS:	None

11.2. Resolution 26-01: Updating the Governance Handbook

City Manager Cobb provided the background of Resolution 26-01 and discussed the changes. Mayor Stein asked if there was any discussion. Upon hearing none, Mayor Stein asked City Clerk Morris to read the title of Resolution 26-01 into the record to which he did as follows:

RESOLUTION 26-01

A RESOLUTION OF THE CITY OF MARY ESTHER, FLORIDA, ADOPTING THE GOVERNANCE HANDBOOK FOR FISCAL YEAR 2026.

Mayor Stein asked for a motion to adopt Resolution 26-01, adopting the City of Mary Esther Governance Handbook for Fiscal Year 2026. Councilmember Carter initiated the motion, seconded by Mayor Pro Tem Oder. The motion passed unanimously.

RESULT:	PASSED (4-0)
MOVER:	Councilmember Larry Carter
SECOND:	Councilmember Susan Coxwell
AYES:	Larry Carter, Bernie Oder, Richard Lawson, Susan Coxwell
NAYS:	None

11.3. Resolution 26-02: Adopting the FY 2026-2030 Strategic Plan

City Manager Cobb discussed Resolution 26-02 and the strategic plan's mission. Mayor Stein asked if there was any discussion. Upon hearing none, Mayor Stein asked City Clerk Morris to read the title of Resolution 26-02 into the record, to which he did as follows:

RESOLUTION 26-02

A RESOLUTION OF THE CITY OF MARY ESTHER, FLORIDA, ADOPTING THE STRATEGIC PLAN FOR FISCAL YEARS 2026-2030.

Mayor Stein asked for a motion to adopt Resolution 26-02, adopting the City of Mary Esther Strategic Plan for Fiscal Years 2026-2030. Councilmember Lawson initiated the motion, seconded by Councilmember Coxwell. The motion passed unanimously.

RESULT:	PASSED (4-0)
MOVER:	Councilmember Richard Lawson
SECOND:	Councilmember Susan Coxwell
AYES:	Larry Carter, Bernie Oder, Richard Lawson, Susan Coxwell
NAYS:	None

11.4. Resolution 26-03: Adopting the Parks and Greenways Master Plan

Public Works Director Lindsey introduced the speaker and the reason this was being brought to the council. Ron Yearwood of Barge Design Solutions presented the Mary Esther Parks and Greenways Comprehensive Master Plan, covering the city's parks, the benefits of parks, future investment and funding, public engagement, the plan's layout, and the implementation strategy. There was some discussion. Mayor Stein asked City Clerk Morris to read the title of Resolution 26-03 into the record, to which he did as follows:

RESOLUTION 26-03

A RESOLUTION OF THE CITY OF MARY ESTHER, FLORIDA, ADOPTING THE MARY ESTHER PARKS AND GREENWAYS MASTER PLAN.

Mayor Stein asked for a motion to adopt Resolution 26-03, adopting the Mary Esther Parks and Greenways Master Plan, and authorizing staff to make minor technical corrections prior to final publication. Councilmember Lawson initiated the motion, seconded by Councilmember Coxwell. The motion passed unanimously.

RESULT:	PASSED (4-0)
MOVER:	Councilmember Richard Lawson
SECOND:	Councilmember Susan Coxwell
AYES:	Larry Carter, Bernie Oder, Richard Lawson, Susan Coxwell
NAYS:	None

11.5. Resolution 26-04: Approval of Contract with Ranger Rubber LLC

Public Works Director discussed resolution 26-04 and the contract with Ranger Rubber LLC. There was some discussion. Mayor Stein asked City Clerk Morris to read the title of Resolution 26-04 into the record, to which he did as follows:

RESOLUTION 26-03

A RESOLUTION OF THE CITY OF MARY ESTHER, FLORIDA, ADOPTING THE MARY ESTHER PARKS AND GREENWAYS MASTER PLAN.

Mayor Stein asked for a motion to adopt Resolution 26-04, approving the contract with Ranger Rubber LLC for the Azalea Park bonded rubber trail in the amount of \$117,514, and authorizing the City Manager to execute the contract. Councilmember Coxwell initiated the motion, seconded by Councilmember Carter. The motion passed unanimously.

RESULT:	PASSED (4-0)
MOVER:	Councilmember Susan Coxwell
SECOND:	Councilmember Larry Carter
AYES:	Larry Carter, Bernie Oder, Richard Lawson, Susan Coxwell
NAYS:	None

11.6. Consideration: Task Order for Community Redevelopment Area Finding of Necessity Study

Community Development Director Reed led the discussion on a finding-of-necessity study for a community redevelopment area. There was some discussion. Mayor Stein asked for a motion to approve the selection of Kimley-Horn to prepare the finding of necessity report and authorize a professional services agreement in an amount not to exceed \$25,000. Councilmember Coxwell initiated the motion, seconded by Mayor Pro Tem Oder. The motion passed unanimously.

RESULT:	PASSED (4-0)
MOVER:	Councilmember Susan Coxwell
SECOND:	Mayor Pro Tem Bernie Oder
AYES:	Larry Carter, Bernie Oder, Richard Lawson, Susan Coxwell
NAYS:	None

11.7. Consideration: Purchase Order for Hurlburt Field Effluent Pump Replacement

Public Works Director Lindsey led the discussion of a purchase order for an effluent pump replacement for Hurlburt Field. There was some discussion. Mayor Stein asked for a motion to approve a purchase order to Morrow Water Technologies, Inc., for the Hurlburt Field effluent pump replacement in the amount of \$31,536. Councilmember Lawson initiated the motion, seconded by Councilmember Carter. The motion passed unanimously.

RESULT:	PASSED (4-0)
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MOVER:	Councilmember Richard Lawson
SECOND:	Councilmember Larry Carter
AYES:	Larry Carter, Bernie Oder, Richard Lawson, Susan Coxwell
NAYS:	None

11.8. Consideration: Authorization to Advertise for Bids – Azalea Neighborhood Infrastructure Project

Public Works Director Lindsey introduced Mike Criddle, Jacobs Engineering, to present the topic of the Azalea Neighborhood infrastructure project. Mike Criddle, Jase Brown, and Josh Robinson from Jacobs Engineering presented the topic and answered questions from the council. There was some discussion. Mayor Stein asked for a motion to approve the bid document for the Azalea and Casewell Neighborhood Infrastructure Project and authorize staff to advertise for competitive bids. Councilmember Carter initiated the motion, seconded by Councilmember Lawson. The motion passed unanimously.

RESULT:	PASSED (4-0)
MOVER:	Councilmember Larry Carter
SECOND:	Councilmember Richard Lawson
AYES:	Larry Carter, Bernie Oder, Richard Lawson, Susan Coxwell
NAYS:	None

11.9. Discussion: Florida Charter School Proposal

Mayor Pro Tem Oder led the discussion of a Florida Charter school in the city. Mayor Stein presented numbers to the council that he had received relevant to the topic (see attachments). There was some discussion. Mayor Stein asked for a motion to conduct research on charter schools to be brought back to the city council. Mayor Pro Tem Oder initiated the motion, seconded by Councilmember Lawson. The motion passed 3-1.

RESULT:	PASSED (4-0)
MOVER:	Mayor Pro Tem Bernie Oder
SECOND:	Councilmember Richard Lawson
AYES:	Larry Carter, Bernie Oder, Richard Lawson, Susan Coxwell
NAYS:	None

12. COUNCILS' STANDING COMMITTEE STATUS REPORTS

Councilmember Coxwell asked about the canvassing board for the upcoming election, with City Clerk Morris stating he would handle it.

Councilmember Lawson had no additional comments.

Mayor Stein discussed attending the Florida League of Cities Legislative Action Days and conversations with state senators and representatives.

Councilmember Carter had no additional comments.

Mayor Pro Tem Oder discussed the FLC newsletter, the Okaloosa County Library Cooperative, and an upcoming meeting with the Florida League of Mayors.

13. OTHER COMMENTS

City Attorney Dykes had no additional comments.

City Clerk Morris reminded the mayor and council to check their mailboxes, complete their ethics and cybersecurity training, file their financial disclosures, and asked when they would like to schedule the public workshop. After some discussion, they agreed on March 26th.

City Manager Cobb had no additional comments.

14. **ADJOURN**

The council meeting adjourned at 7:45 p.m.

Minutes approved at the 3/2/2026
meeting.

Dillon Morris

Dillon Morris, City Clerk



**CITY OF MARY ESTHER, FLORIDA
CONSTRUCTION CONTRACT**

RFB 2025-02

AZALEA PARK PERVIOUS RUBBER PAVEMENT TRAIL

This Construction Contract (“Contract”) is entered into this ____ day of _____, 2026, by and between:

CITY OF MARY ESTHER, a Florida municipal corporation, whose address is 195 Christobal Road North, Mary Esther, Florida 32569 (hereinafter “City” or “Owner”)

and

RANGER RUBBER LLC, a Georgia limited liability company, whose address is 1186 Liberty Church Road NE, Ranger, Georgia 30734 (hereinafter “Contractor”).

City and Contractor are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the City issued Request for Bids No. 2025-02 for the installation of pervious rubber pavement material at Azalea Park; and

WHEREAS, Contractor submitted a bid in response to the Request for Bids; and

WHEREAS, the City Council awarded the bid to Contractor on January 20, 2026, and authorized execution of this Contract by Resolution No. 26-04 on February 2, 2026; and

WHEREAS, the Parties desire to enter into this Contract for the performance of the Work described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

“Addenda” means Addendum #1 dated December 9, 2025, and Addendum #2 dated January 6, 2026, issued by the City prior to bid opening.

“Change Order” means a written order to the Contractor signed by the City authorizing a change in the Work or an adjustment in the Contract Sum or Contract Time.

“City Manager” means the City Manager of the City of Mary Esther or their designee.

“Contract Documents” means this Contract, the Request for Bids (RFB 2025-02), the Addenda, the Contractor’s Bid, the Plans and Specifications, and all exhibits and attachments hereto.

“Contract Sum” means the total amount payable by the City to Contractor for performance of the Work, as set forth in Article 4.

“Contract Time” means the period of time established for Substantial Completion of the Work, as set forth in Article 3.

“Plans and Specifications” means the drawings, specifications, and technical documents prepared by CPH Engineering describing the Work.

“Project” means the Azalea Park Pervious Rubber Pavement Trail Project.

“Substantial Completion” means the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

“Work” means the construction and services required by the Contract Documents, including all labor, materials, equipment, and services provided or to be provided by the Contractor.

ARTICLE 2 – SCOPE OF WORK

2.1 General Scope

Contractor shall furnish all labor, materials, equipment, and services necessary to complete the Work in accordance with the Contract Documents. The Work generally consists of:

- (a) Subbase leveling and compaction (approximately 6,000 SF);
- (b) Supply and installation of EcoPave EP-200 Composite pervious rubber pavement material (approximately 9,000 SF);
- (c) Installation of rubber pavement (approximately 6,000 SF);
- (d) Backfill including seed and straw (approximately 2,400 LF); and
- (e) Connection to existing wooden pedestrian bridges.

2.2 Location

The Work shall be performed at Azalea Park, located at 5 Azalea Drive, Mary Esther, Florida 32569.

2.3 Standards and Specifications

All Work shall be performed in accordance with the Plans and Specifications and shall comply with:

- (a) Americans with Disabilities Act (ADA) accessibility requirements for materials, which the City acknowledges is dependent upon the slope and grade rather than being a material property of the EcoPave system.

- (b) All applicable federal, state, and local codes and regulations.
- (c) EPA requirements for materials testing. The Contractor is responsible for receiving and providing to the City certified materials testing results from the manufacturer.
- (d) The technical specifications set forth in RFB 2025-02.

2.4 Materials

All materials shall meet the following requirements:

- (a) Pervious rubber pavement shall be poured in place with up to 50% mixture of stone to rubber by volume.
- (b) Materials shall have at least a 10-year limited structural integrity warrant not including color variation naturally occurring over time, or surface wear,
- (c) Materials shall be free of heavy metal leaching, lead free, and non-toxic, which shall be certified by the manufacturer. The Contractor is responsible for receiving and providing to the City certified materials testing results from the manufacturer.; and
- (d) Contractor shall provide samples showing color and materials in final form for City approval prior to installation.

2.5 Incorporation of RFB

The Request for Bids (RFB 2025-02), including all Addenda, is incorporated herein by reference and made a part of this Contract. In the event of a conflict between the RFB and this Contract, this Contract shall control.

ARTICLE 3 – CONTRACT TIME

3.1 Commencement

Contractor shall commence Work upon Notice to Proceed from the City, pending appropriate weather conditions and materials delivery.

3.2 Substantial Completion

Contractor shall achieve Substantial Completion within 45 calendar days from the date of the Notice to Proceed.

3.3 Final Completion

Contractor will achieve Final Completion, including all punch list items, within fifteen (15) calendar days after Substantial Completion. Inspections will be coordinated between the City and the Contractor while the Contractor is still present during the final two (2) days when cleanup efforts are being completed. If inspections take place after demobilization, any actual additional mobilization cost incurred by the Contractor will be charged to the City.

3.4 Schedule

Prior to commencing Work, Contractor shall submit to the City a detailed schedule showing the sequence of Work and anticipated completion dates so inspections can be scheduled to coincide with the last two days of work.

3.5 Delays

If Contractor is delayed in the performance of the Work by causes beyond Contractor's control, Contractor shall be entitled to an extension of the Contract Time upon written request submitted within seven (7) days of the delay. Following a timely written request, the contract period shall be extended automatically for weather days on which it is either too cold or raining prohibits the pouring of the bonded rubber trail. The City Manager shall determine the extent of any other time extension in writing.

ARTICLE 4 – CONTRACT SUM AND PAYMENT

4.1 Contract Sum

The City shall pay Contractor for the performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Sum of ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED FOURTEEN DOLLARS (\$117,514.00), itemized as follows:

Subbase Leveling & Compaction (6,000 SF):	\$6,600.00
EcoPave EP-200 Composite (9,000 SF):	\$77,254.00
EcoPave Installation (6,000 SF):	\$23,100.00
Backfill including Seed & Straw (2,400 LF):	\$10,560.00
TOTAL CONTRACT SUM:	\$117,514.00

4.2 Payments

Because this project is expected to last less than two weeks from start to completion, progress payments will not be requested or made. The City will pay for materials upon receipt of the materials and a proper invoice for such materials. The City will make a final payment once the work is completed as certified by CPH. The City shall pay approved amounts within fifteen (15) days of receipt of a proper invoice, in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

4.3 Final Payment

Final payment, including release of bond, shall be made upon:

- (a) Final Completion of the Work.
- (b) Contractor's submission of all closeout documents.
- (d) Resolution of all punch list items.

4.5 Taxes

The City is exempt from Florida sales tax. The City's tax exemption certificate will be provided upon request.

ARTICLE 5 – INSURANCE

5.1 Required Coverage

Contractor shall procure and maintain, at its sole expense, the following insurance coverage throughout the term of this Contract:

- (a) Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate.
- (b) Automobile Liability: \$1,000,000 combined single limit.
- (c) Workers' Compensation: Statutory limits as required by Florida law; and
- (d) Employer's Liability: \$500,000 per accident.

5.2 Additional Insured

The City of Mary Esther shall be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

5.3 Certificates of Insurance

Prior to commencing Work, Contractor shall furnish the City with certificates of insurance evidencing the required coverage. Certificates shall provide for thirty (30) days' written notice to the City prior to cancellation or material change in coverage.

5.4 Subcontractor Insurance

Contractor shall require all subcontractors to maintain insurance coverage meeting the same requirements as set forth herein.

ARTICLE 6 – PERFORMANCE AND PAYMENT BOND

Contractor shall furnish a performance bond and a payment bond, each in the amount of the Contract Sum, in a form acceptable to the City, issued by a surety company authorized to do business in Florida. The bonds shall guarantee:

- (a) Faithful performance of the Work in accordance with the Contract Documents.
- (b) Payment of all people supplying labor and materials for the Work; and
- (c) Payment of all taxes, assessments, and encumbrances.

The bonds shall be executed and recorded in the public records of Okaloosa County, Florida, prior to commencement of Work. The City shall not make any payment to Contractor until a certified copy of the recorded bond has been provided to the City, in accordance with Section 255.05, Florida Statutes.

ARTICLE 7 – INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, agents, and volunteers from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, caused by the negligent acts or omissions of Contractor, its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification obligation shall survive the termination or expiration of this Contract.

ARTICLE 8 – CHANGES IN THE WORK

8.1 Change Orders

The City may, without invalidating this Contract, order changes in the Work consisting of additions, deletions, or modifications, but will not eliminate scope defining items. Deletions or additions or modification will occur within the scope of the project. All such changes shall be authorized by written Change Order signed by the City Manager.

8.2 Pricing of Changes

The value of any change shall be determined by one of the following methods:

- (a) Mutual agreement on a lump sum;
- (b) Unit prices as set forth in the Contract Documents; or
- (c) Cost of labor and materials plus fifteen percent (15%) for overhead and profit.

8.3 Minor Changes

The City Manager may order minor changes in the Work not involving an adjustment in the Contract Sum or Contract Time. Such changes shall be in writing and shall be binding on the Contractor.

ARTICLE 9 – WARRANTY

9.1 Warranty Period

Contractor warrants that all materials and equipment furnished under this Contract shall be new, of good quality, and will supply a 10-year warranty from the materials manufacture. Contractor warrants the Work against and workmanship issues for a period of ten (4) years from the date of Final Completion, as required by the RFB specifications.

9.2 Correction of Work

If, within the warranty period, any Work is found to be defective or not in accordance with the Contract Documents, Contractor shall correct such Work at no cost to the City within forty-five (45) days of written notice from the City.

9.3 Manufacturer's Warranties

Contractor shall assign to the City all manufacturer's warranties and shall provide the City with copies of all such warranties upon Final Completion.

ARTICLE 10 – TERMINATION

10.1 Termination for Convenience

The City may terminate this Contract, in whole or in part, for convenience upon thirty (30) days' written notice to Contractor. Upon such termination, Contractor shall be entitled to payment for Work properly performed through the date of termination, materials costs that cannot be refunded to Contractor, plus reasonable demobilization costs.

10.2 Termination for Cause

The City may terminate this Contract for cause if Contractor:

- (a) Fails to prosecute the Work with sufficient diligence to ensure completion within the Contract Time;
- (b) Fails to make prompt payment to subcontractors or suppliers.
- (c) Materially breaches any provision of this Contract; or
- (d) Becomes insolvent or files for bankruptcy.

Prior to termination for cause, the City shall provide Contractor with written notice and seven (7) days to cure the default.

10.3 Contractor's Obligations Upon Termination

Upon termination, Contractor shall:

- (a) Stop Work immediately;
- (b) Preserve and protect Work in place;
- (c) Deliver to the City all materials and equipment for which Contractor has been paid; and
- (d) Assign to the City all subcontracts and purchase orders as directed by the City.

ARTICLE 11 – PUBLIC RECORDS

11.1 Public Records Law

Contractor acknowledges that the City is subject to Chapter 119, Florida Statutes (the Florida Public Records Law). Contractor shall comply with all applicable requirements of the Public Records Law, including:

- (a) Keep and maintain public records required by the City to perform the services under this Contract;
- (b) Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided 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 the City; and
- (d) Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City. If the Contractor transfers all public records to the City 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.

11.2 Contact Information

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:

**City Clerk, City of Mary Esther
195 Christobal Road North
Mary Esther, Florida 32569
(850) 362-6855
dmorris@cityofmaryesther.com**

11.3 Breach

Failure of the Contractor to comply with the provisions of this Article shall constitute a material breach of this Contract and shall be cause for immediate termination.

ARTICLE 12 – E-VERIFY

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Contract, in accordance with Section 448.095, Florida Statutes. Contractor shall require all subcontractors performing work under this Contract to likewise utilize the E-Verify system.

Contractor shall maintain records of its compliance with this requirement and shall make such records available to the City upon request.

ARTICLE 13 – SCRUTINIZED COMPANIES

Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes.

If the Contract Sum is \$1,000,000 or more, Contractor certifies that it is not engaged in a boycott of Israel.

The City may terminate this Contract if Contractor is found to have submitted a false certification or if Contractor is placed on any of the above-referenced lists during the term of this Contract.

ARTICLE 14 – PROHIBITION AGAINST COERCION

Pursuant to Section 787.06(13), Florida Statutes, Contractor certifies that it does not use coercion for labor or services as defined in that statute. Contractor has executed the Vendor Affidavit Regarding the Use of Coercion for Labor and Services (Exhibit F to the RFB), which is incorporated herein by reference.

ARTICLE 15 – LOCAL PREFERENCE

This Contract was awarded in accordance with City Policy 17 regarding local business preference. Contractor acknowledges that Contractor did not claim local preference in connection with the award of this Contract.

ARTICLE 16 – DISPUTE RESOLUTION

16.1 Good Faith Negotiation

The Parties shall attempt to resolve any dispute arising under this Contract through good faith negotiation. Either Party may request a meeting to discuss the dispute, and such meeting shall be held within ten (10) days of the request.

16.2 Mediation

If the Parties are unable to resolve a dispute through negotiation, either Party may request non-binding mediation. The Parties shall share equally the cost of the mediator.

16.3 Litigation

If mediation is unsuccessful, either Party may pursue its remedies at law. Venue for any litigation arising under this Contract shall lie exclusively in Okaloosa County, Florida.

ARTICLE 17 – GENERAL PROVISIONS

17.1 Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Florida.

17.2 Entire Agreement

This Contract, together with the Contract Documents, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof.

17.3 Amendment

This Contract may be amended only by written instrument signed by both Parties.

17.4 Assignment

Contractor shall not assign this Contract or any interest herein without the prior written consent of the City.

17.5 Independent Contractor

Contractor is an independent contractor and not an employee or agent of the City. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

17.6 No Third-Party Beneficiaries

This Contract is for the sole benefit of the Parties and their permitted successors and assigns. Nothing in this Contract shall be construed to create any rights in any third party.

17.7 Waiver

The failure of either Party to enforce any provision of this Contract shall not constitute a waiver of that Party's right to enforce that provision or any other provision.

17.8 Severability

If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

17.9 Notices

All notices required or permitted under this Contract shall be in writing and shall be delivered personally, sent by certified mail (return receipt requested), or sent by overnight courier to the

addresses set forth above. Either Party may change its address for notices by written notice to the other Party.

17.10 Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original.

17.11 Headings

The headings in this Contract are for convenience only and shall not affect the interpretation of this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first written above.

CITY OF MARY ESTHER

By: _____

Jared Cobb, City Manager

Date: _____

ATTEST:

By: _____

Dillon Morris, City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

RANGER RUBBER LLC

By: _____

Jennifer Harris, President

Date: _____

LIST OF EXHIBITS

The following exhibits are attached hereto and incorporated by reference:

EXHIBIT A: Request for Bids (RFB 2025-02) and Bid Document

EXHIBIT B: Addendum #1 (dated December 9, 2025)

EXHIBIT C: Addendum #2 (dated January 6, 2026)

EXHIBIT D: Contractor's Bid (dated January 7, 2026)

EXHIBIT E: Plans and Specifications (CPH Engineering drawings)

EXHIBIT F: Contractor's Certificates of Insurance





EXHIBIT G: Performance Bond

EXHIBIT H: Payment Bond




Dillon Morris

From: Chris Stein <chris.stein1492@gmail.com>
Sent: Monday, February 2, 2026 5:41 PM
To: Dillon Morris

Current / Established Schools of Hope Operators (Florida)

- **Mater Academy (Schools of Hope Operator)**
 **+1 (786) 245-3377**
- **RCMA – Redlands Christian Migrant Association**
 **+1 (800) 282-6540**
- **IDEA Public Schools – IDEA Hope (Florida)**
 **+1 (813) 755-4690**
- **Warrington Preparatory Academy (Florida Panhandle)**
 **+1 (850) 692-6885**

Operators Designated by the State and Known to Be Exploring Expansion

- **Democracy Prep Public Schools (Designated Hope Operator)**
 **+1 (212) 672-1787 (National Office)**
- **KIPP Public Schools (Designated Hope Operator)**
 **+1 (212) 799-4500 (National Office)**
- **Success Academy Charter Schools (Designated Hope Operator)**
 **+1 (646) 597-1600 (National Office)**

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