



**Agenda  
Special Meeting  
of the Mary Esther City Council  
May 18, 2026 - 6:15 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. **Presentation: Fair Housing Workshop**
7. **UNFINISHED BUSINESS**
  - 7.1. **Resolution 26-08: FFY 2025 Small Cities Community Development Block Grant (CDBG) Application**
8. **NEW BUSINESS**
  - 8.1. **Variance: 22 Misty Water Lane – Rear Yard Setback**
  - 8.2. **Resolution 26-09: Amending the Comprehensive Fee, Fine, and Revenue Schedule to Establish Building Plan Review and Inspection Service Fees**
  - 8.3. **Resolution 26-10: Contract for Third-Party Building Plan Review and Inspection Services with E.P. Consultants, Inc.**
  - 8.4. **Consideration: Award of Bid for the Azalea Park and Caswell Circle Neighborhood Improvements Project**
  - 8.5. **Consideration: First Amendment to Master Services Agreement with Kimley-Horn**
9. **ADJOURN**

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

## WATCHING AND PARTICIPATION

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

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

### **NOTES:**

- 1) *Adjournment with continuation on the following day at 6:00 PM may be called if the meeting proceeds past 10 PM.*
- 2) *The City does not keep verbatim minutes as a matter of record. If a person decides to appeal any decision made by the Mary Esther City Council with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. See Florida Statute 286.0105*
- 3) *Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council is not allowed by law to endorse the religious beliefs or views of this or any other speaker.*

# AGENDA ITEM

## Agenda Item 6.1.

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

**FROM:** Heather Day, Finance Director

**DATE:** May 18, 2026

**SUBJECT:** Presentation: Fair Housing Workshop

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### **BACKGROUND:**

The City of Mary Esther participates in the Florida Small Cities Community Development Block Grant (CDBG) program, administered by FloridaCommerce. Applications under this program are competitively scored, and projects that demonstrate a strong local commitment to fair housing receive additional points in the scoring process.

Hosting a public Fair Housing Workshop at a City Council meeting is one of the recognized activities that supports this commitment. Conducting the workshop in advance of the City's upcoming Federal Fiscal Year 2025 CDBG application qualifies the City for five (5) additional points in the application scoring.

The City already has a strong fair housing foundation in place. In 1995, the City Council adopted a local Fair Housing Ordinance (Ord. No. 95-08), now codified as Chapter 10.5, Article II of the Municipal Code. The local ordinance prohibits discrimination in housing on the basis of race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap, or age — a broader set of protections than those provided under the federal Fair Housing Act. The ordinance also designates a Fair Housing Administrator to receive complaints and assist residents. The City's current Fair Housing Coordinator is Finance Director Heather Day.

### **DISCUSSION:**

Jeffrey C. Winter, Principal of Cornerstone Community Partners, will conduct the workshop. The workshop is intended to inform members of the public, elected officials, and housing professionals about fair housing rights and the resources available locally and at the federal level. The workshop will cover:

1. The protections provided under the City's local Fair Housing Ordinance, including the categories of discrimination prohibited within the city.
2. Federal fair housing protections, drawing on the U.S. Department of Housing and Urban Development (HUD) "Basic Facts About the Fair Housing Act" handout, which will be made available to attendees.
3. How residents who believe their fair housing rights have been violated can file a complaint, either locally with the City's Fair Housing Coordinator, Heather Day, at 850-

243-3566, or with HUD at 1-800-669-9777 (Voice) or 1-800-927-9275 (TTY).

Following the presentation, the public will have an opportunity to ask questions. A summary of the workshop will be included in the meeting minutes and retained in the City's CDBG application file as documentation that the workshop was held.

**FINANCIAL IMPACT:**

There is no direct financial impact to the City. Hosting the workshop is expected to earn the City five (5) additional competitive points in its FFY 2025 CDBG application to FloridaCommerce.

**RECOMMENDATION:**

No action is required. This item is presented as a Special Presentation for informational purposes and to establish a public record of the workshop in support of the City's CDBG application.

**ATTACHMENT(S):**

1. Exhibit A: Basic Facts About the Fair Housing Act (U.S. Department of Housing and Urban Development)

# Basic Facts About the Fair Housing Act



## What Housing Is Covered?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

## What Is Prohibited?

***In the Sale and Rental of Housing:*** No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap:

- Refuse to rent or sell housing,
- Refuse to negotiate for housing,
- Make housing unavailable,
- Deny a dwelling,
- Set different terms, conditions or privileges for sale or rental of a dwelling,
- Provide different housing services or facilities,
- Falsely deny that housing is available for inspection, sale, or rental,
- For profit, persuade owners to sell or rent (blockbusting), or
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.

***In Mortgage Lending:*** No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap (disability):

- Refuse to make a mortgage loan,
- Refuse to provide information regarding loans,
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees,
- Discriminate in appraising property,
- Refuse to purchase a loan, or
- Set different terms or conditions for purchasing a loan.

***In Addition:*** It is illegal for anyone to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right.
- Advertise or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status, or handicap. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.

## Additional Protection if You Have a Disability

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex and mental retardation) that substantially limits one or more major life activities,
- Have a record of such a disability, or
- Are regarded as having such a disability.

your landlord **may not:**

- Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if necessary for the disabled person to use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.)
- Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the disabled person to use the housing.

Example: A building with a "no pets" policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if necessary to assure that she can have access to her apartment.

However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

## Requirements for New Buildings

In buildings that are ready for first occupancy after March 13, 1991, and have an elevator and four or more units:

- Public and common areas must be accessible to persons with disabilities,
- Doors and hallways must be wide enough for wheelchairs, and
- All units must have:
  - An accessible route into and through the unit,
  - Accessible light switches, electrical outlets, thermostats and other environmental controls,
  - Reinforced bathroom walls to allow later installation of grab bars, and
  - Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and will be ready for first occupancy after March 13, 1991, these standards apply to ground floor units.

These requirements for new buildings do not replace any more stringent standards in State or local law.

## Housing Opportunities for Families

Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That is, it may not discriminate against families in which one or more children under age 18 live with:

- A parent,
- A person who has legal custody of the child or children, or
- The designee of the parent or legal custodian, with the parent or custodian's written permission.

Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.

Exemption: Housing for older persons is exempt from the prohibition against familial status discrimination if:

- The HUD Secretary has determined that it is specifically designed for and occupied by elderly persons under a Federal, State or local government program, or
- It is occupied solely by persons who are 62 or older, or
- It houses at least one person who is 55 or older in at least 80 percent of the occupied units, and adheres to a policy that demonstrates an intent to house persons who are 55 or older.

A transition period permits residents on or before September 13, 1988, to continue living in the housing, regardless of their age, without interfering with the exemption.

## If You Think Your Rights Have Been Violated

The Office of Fair Housing and Equal Opportunity (FHEO) administers and enforces federal laws and establishes policies that make sure all Americans have equal access to the housing of their choice. You can contact the Housing Discrimination Hotline at **1-800-669-9777 (Voice)** or **1-800-927-9275 (TTY)**.

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, the **Housing Discrimination Complaint Form** is available on the HUD website at –

**[http://portal.hud.gov/portal/page/portal/HUD/topics/housing\\_discrimination](http://portal.hud.gov/portal/page/portal/HUD/topics/housing_discrimination)**

for you to download, complete and return, or complete online and submit, or you may write HUD a letter, or telephone the **HUD Office** nearest you. You have one year after an alleged violation to file a complaint with HUD, but you should file it as soon as possible.

# AGENDA ITEM

Agenda Item 7.1.

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

**FROM:** Heather Day, Finance Director

**DATE:** May 18, 2026

**SUBJECT:** Resolution 26-08: FFY 2025 Small Cities Community Development Block Grant (CDBG) Application

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## **BACKGROUND:**

The Small Cities Community Development Block Grant (CDBG) Program provides federal funding to eligible local governments for infrastructure and community development projects that principally benefit low- and moderate-income residents. The program is funded by the U.S. Department of Housing and Urban Development and administered at the state level by FloridaCommerce.

The City held its First Public Hearing on April 6, 2026, which provided information about eligible CDBG activities and accepted public input on community development needs. The Second Public Hearing was held on May 4, 2026, where the proposed projects were discussed and public comment was accepted. Both required public hearings have now been completed.

With the hearing process complete, Council action is now required to authorize submission of the application(s) and to direct staff on which project(s) to include.

## **DISCUSSION:**

Resolution 26-08 authorizes the City Manager to submit one or more applications to FloridaCommerce under the FFY 2025 Florida Small Cities CDBG Program, with a maximum request of up to \$3 million per application. The resolution does not identify a specific project — selection of the project(s) to include in the application(s) is administrative direction provided by Council to staff.

Two viable projects were identified during the public hearing process:

**Option A – Azalea Park and Caswell Circle Neighborhood Improvements.** Roadway rehabilitation, curb and driveway replacement, and sidewalk and ADA improvements for the Azalea Park and Caswell Circle neighborhoods. Based on the bid tabulation, the eligible work (Additive Alternates 1 through 6) totals approximately \$2,753,679.90 plus grant administration of \$240,000. Staff recommends a CDBG request of \$3,000,000, which aligns with the maximum award amount under the proposed revisions to Chapter 73C-23, F.A.C.

**Option B – Springdale Sewer Rehabilitation.** Cured-in-place pipe (CIPP) lining of aging

sanitary sewer mains in the Springdale neighborhood, improving system integrity and reducing inflow and infiltration. Based on the bid tabulation, the eligible work (Additive Alternate 7) totals approximately \$1,803,355.50 plus grant administration of \$172,000. Staff recommends a CDBG request of \$2,500,000 to provide a contingency cushion.

**Relationship to the Construction Contract Award.** The base bid and all seven additive alternates identified above were bid together. The construction contract award for the project is also before Council at this meeting. Because CDBG-funded work must be procured under CDBG procurement requirements *after the funds are awarded*, alternates included in a CDBG application cannot be awarded as part of this construction contract. Specifically:

- If Council includes Option A (Azalea Park / Caswell Circle) in the CDBG application, Additive Alternates 1 through 6 would be rejected from the construction contract award at this meeting and pursued separately under the CDBG award process if funded.
- If Council includes Option B (Springdale Sewer Rehabilitation) in the CDBG application, Additive Alternate 7 would be rejected from the construction contract award at this meeting and pursued separately under the CDBG award process if funded.
- If Council includes both options in the CDBG application, all seven additive alternates would be rejected from the construction contract award at this meeting, leaving only the base bid for award.

There is some risk that, if CDBG funds are not ultimately awarded, the deferred alternate work would need to be re-bid, and construction costs may increase before that occurs.

**Staff Recommendation.** Staff recommends submitting an application for the Springdale Sewer Rehabilitation project only. Springdale is a separate neighborhood from the Azalea Park / Caswell Circle project area, which means a CDBG-funded contractor performing the sewer lining work would not need to coordinate with the contractor performing the Azalea Park base bid work. If the Azalea Park alternates were instead deferred for a CDBG-funded contract, the level of coordination required between two contractors working in the same neighborhood would be challenging and could create scheduling, access, and quality-control issues. Limiting the CDBG application to Springdale also allows the full Azalea Park / Caswell Circle scope (base bid plus Additive Alternates 1 through 6) to proceed under a single construction contract on its current timeline.

Cornerstone Community Partners is assisting with development of the application(s) at no cost to the City during the application phase.

**FINANCIAL IMPACT:**

The attached resolution commits \$50,000 in match funding, which is available for both projects. Construction contract decisions and any associated City expenditures will be addressed through the separate construction contract award item on this meeting's agenda.

**RECOMMENDATION:**

Staff requests that the City Council take one of the following actions:

1. **(Staff Recommended)** Motion to adopt Resolution 26-08 authorizing the City Manager to submit a CDBG application to FloridaCommerce, and authorize submission of an application for the Springdale Sewer Rehabilitation project (\$2,500,000); **OR**
2. Motion to adopt Resolution 26-08 authorizing the City Manager to submit a CDBG application to FloridaCommerce, and authorize submission of an application for the Azalea Park and Caswell Circle Neighborhood Improvements project (\$3,000,000); **OR**
3. Motion to adopt Resolution 26-08 authorizing the City Manager to submit a CDBG application to FloridaCommerce, and authorize submission of applications for both the Springdale Sewer Rehabilitation project (\$2,500,000) and the Azalea Park and Caswell Circle Neighborhood Improvements project (\$3,000,000).

**ATTACHMENT(S):**

1. Exhibit A: Resolution 26-08

**RESOLUTION 26-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA, AUTHORIZING THE CHIEF ELECTED OFFICIAL OR CITY MANAGER IN THE MAYOR'S ABSENCE TO MAKE APPLICATION TO FLORIDACOMMERCE FOR FUNDING UNDER THE FFY 2025 FLORIDA SMALL CITIES CDBG PROGRAM; COMMITTING \$50,000 PER APPLICATION IN LOCAL FUNDS TO BE UTILIZED AS LEVERAGED FUNDS, IF AWARDED CDBG FUNDING; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Mary Esther desires to address local community development needs and benefit persons of low and moderate income; and

**WHEREAS**, the City is eligible to submit one more applications to FloridaCommerce under the FFY 2025 Florida Small Cities Community Development Block Grant (CDBG) Program;

**NOW, THEREFOR BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA:**

- Section 1.** The City Council authorizes the submission of one or more applications for up to \$3 million per application to FloridaCommerce under the FFY 2025 Florida Small Cities CDBG Program.
- Section 2.** The City Council directs the Mayor or City Manager in the Mayor's absence to execute and submit all necessary documents, certifications, and assurances required for the application(s) and in the Mayor's absence directs the City Manager to execute the application(s) and all subsequent FFY 2025 Florida Small Cities CDBG Program documents.
- Section 3.** The Mayor or City Manager in the Mayor's absence is authorized and directed to submit additional information in a timely manner as may be required by FloridaCommerce.
- Section 4.** The City Council commits \$50,000 in local funding per application to be utilized as leveraged funds, if awarded CDBG funding.
- Section 5.** The proposed FFY 2025 Florida Small Cities CDBG Program application(s) is/are consistent with the local comprehensive plan.
- Section 6.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.
- Section 7.** If any portion of this Resolution is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Resolution. If this Resolution or any provisions thereof shall be held to be inapplicable to any person, property, or circumstances, such holding shall not affect its applicability to any other person, property, or circumstance.
- Section 8.** This Resolution shall take effect immediately upon its passage.

After Motion to approve by \_\_\_\_\_ with Second by \_\_\_\_\_, the vote on this resolution was as follows:

|                              | <b>AYE</b> | <b>NAY</b> |
|------------------------------|------------|------------|
| Mayor Chris Stein            | _____      | _____      |
| Mayor Pro Tem Susan Coxwell  | _____      | _____      |
| Councilmember April Sutton   | _____      | _____      |
| Councilmember Richard Lawson | _____      | _____      |
| Councilmember Larry Carter   | _____      | _____      |
| Councilmember Bernie Oder    | _____      | _____      |

PASSED AND DULY ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY COUNCIL OF THE CITY OF  
MARY ESTHER, FLORIDA**

\_\_\_\_\_  
**Chris Stein**  
**Mayor**

**ATTEST:**

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

# AGENDA ITEM

## Agenda Item 8.1.

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

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

**DATE:** May 18, 2026

**SUBJECT:** Variance: 22 Misty Water Lane – Rear Yard Setback

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### BACKGROUND:

The subject property is located at 22 Misty Water Lane, zoned R-1 (Single-Family Residential), and situated along Santa Rosa Sound. Owners Estephan Daher and Azadeh Tayebi (hereinafter "Owners") submitted a variance application on April 24, 2026, accompanied by a certified foundation survey documenting the existing conditions of the property.

The application requests approval of a dimensional variance to allow a rear yard setback of approximately seventeen (17) feet along the eastern lot line, where the Land Development Code requires a minimum of twenty (20) feet pursuant to Sections 7.15.01 and 21-52. The certified foundation survey confirms that a portion of the Owners' existing structure encroaches approximately three (3) feet into the required rear yard setback, representing a fifteen percent (15%) reduction from the required twenty-foot (20') rear yard setback.

The subject property is subject to additional development constraints under Article 11 of the Land Development Code due to its location on Santa Rosa Sound, a designated coastal area. The lot is oriented parallel to Misty Water Lane, which creates a unique spatial relationship between the front and rear yard designations and contributes to the encroachment conditions documented in the survey. The Local Planning Agency (LPA) provided a recommendation on May 18, 2026.

### DISCUSSION:

For approval of a dimensional variance, the Local Planning Agency must find that the application satisfies the applicable criteria under the Land Development Code. Staff has evaluated the request against the following standards:

- (1) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, buildings, or structures in the same land use district;
- (2) That the special conditions and circumstances do not result from the actions of the applicant;
- (3) Except for the variance itself, granting the variance requested will not confer upon the

applicant any special privilege that is denied by this Code to other lands, buildings, or structures in the same land use district;

(4) That literal interpretation of the provisions of this Code would deprive the applicant of the rights commonly enjoyed by other properties in the same land use district under the terms of this Code and would work undue and unnecessary hardship on the applicant;

(5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure; and

(6) That the grant of the variance will be in harmony with the general intent and purpose of this Code and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

A. Site-Specific Special Conditions: The encroachment documented in the certified foundation survey results from site-specific conditions unique to the subject property. The property's orientation parallel to Misty Water Lane, combined with the coastal development constraints applicable under Article 11 due to its location on Santa Rosa Sound, creates a configuration that is uncommon among standard residential lots in the R-1 zoning district. In addition, the adjacent property has an existing driveway encroaching onto the subject property, further constraining the site.

The coastal overlay provisions of Article 11 impose additional restrictions on development in the vicinity of Santa Rosa Sound, which may limit buildable area and have influenced the siting of the existing structure. These constraints distinguish the subject property from inland R-1 lots not subject to coastal development limitations.

B. Special Conditions Do Not Result from Actions of the Applicant: The rear yard encroachment was not a deliberate action of the Owners, and there is no evidence in the record that the Owners directed, authorized, or were aware of the setback encroachment before construction and inspection of the property with the submittal of the foundation survey. However, the encroachment was likely due to the unique site constraints listed above, which were not of the Owners' making.

Additionally, upon obtaining the foundation survey and becoming aware of the full extent of the encroachment, the Owners did not attempt to conceal the violation or continue it. They promptly initiated this variance proceeding, the appropriate regulatory mechanism for addressing such a condition. Staff views this good-faith disclosure and compliance effort as a mitigating factor.

C. No Special Privilege Conferred: Approval of the requested variance will not confer upon the Owners any special privilege denied to other lands, buildings, or structures in the same R-1 zoning district. The variance is narrowly tailored to address a specific, surveyed encroachment of approximately three (3') feet along the eastern lot line arising from site conditions unique to this property. It does not permit any use not otherwise allowed in the R-1 district.

Other property owners in the R-1 district who can demonstrate comparably unique site-specific

conditions — particularly those subject to the coastal development constraints of Article 11 — would be equally entitled to seek after-the-fact variance relief under the same standards. The requested relief is therefore consistent with the equitable application of the variance process and does not confer an advantage unavailable to similarly situated owners.

D. Literal Interpretation Would Work Undue and Unnecessary Hardship: Literal enforcement of the (20') twenty-foot rear yard setback requirement would deprive the Owners of rights commonly enjoyed by other properties in the R-1 zoning district and would work undue and unnecessary hardship.

Requiring strict compliance would compel demolition and removal of portions of the existing structure. This result is disproportionate to the minor nature of the encroachment (three feet) and would impose a significant economic burden — including demolition costs, structural remediation, and resulting decrease in property value — without any commensurate benefit to public health, safety, or welfare. Additionally, such demolition would generate prolonged construction noise, vibration, dust, and debris, unnecessarily burdening the surrounding neighborhood.

E. Variance is the Minimum Necessary:

The requested variance is the minimum relief necessary to allow the continued reasonable use of the subject property without demolition of the existing improvements. The Owners seek only an approximate three (3) foot reduction in the rear yard setback — from twenty (20) feet to approximately seventeen (17) feet — which corresponds precisely to the encroachment documented in the certified foundation survey. No additional relief beyond what the survey establishes is requested.

The Owners have not sought a broader or more permissive setback than necessary. The request is limited in scope to the as-built condition of the existing structure as verified by a professional survey. No new construction or expansion is proposed. The requested variance thus represents the narrowest relief available to address the encroachment while preserving compliance with all other applicable development standards.

F. Harmony with Code; Not Injurious to Area or Public Welfare: Section 7.14.08 of the Land Development Code establishes the purposes of required yards, including ensuring adequate light, air circulation, and separation between structures. Staff finds that a 17-foot rear-yard setback continues to serve these purposes in a meaningful way. The three-foot reduction from the required setback is minimal and does not meaningfully alter the light, air, or separation conditions along the eastern lot line.

The encroachment is an existing condition that has not generated complaints from adjacent property owners and has not been identified as contributing to any nuisance, safety hazard, or adverse neighborhood condition. Approval of the variance will not alter the physical relationship

between the subject structure and adjacent properties, as the encroachment already exists. The grant of relief formalizes and documents an existing condition rather than creating a new one.

Based on the foregoing analysis, staff finds that the application satisfies all six required variance criteria.

**FINANCIAL IMPACT:**

Approval of the requested variance is not anticipated to have a direct financial impact on the local government. Standard application and processing fees associated with the variance request have been assessed in accordance with the adopted fee schedule.

No appropriation of public funds is required in connection with this application.

**RECOMMENDATION:**

Motion to approve the after-the-fact dimensional variance, authorizing a rear yard setback of approximately seventeen (17) feet in lieu of the required twenty (20) foot setback along the eastern line of the property at 22 Misty Water Lane.

**ATTACHMENT(S):**

1. A. Application
2. B. Variance Supplement
3. C. Foundation Survey
4. D. Affidavit



**CITY OF MARY ESTHER**

195 CRISTOBAL ROAD - N. • MARY ESTHER, FLORIDA 32569  
TELEPHONE (850) 243-3566 - FAX (850) 243-0736

**Request For Variance**

Date of Application: 4/24/2026  
Name of Applicant: Estephan Daher Phone Number: (850) 863-3993  
Owner: Estephan Daher & Azadeh Tayebi Phone Number: \_\_\_\_\_  
Address: 22 Misty Water Lane Parcel # 16-2S-24-2630-0004-0180  
Legal Description: See Attached as Attachment A  
Zoning: R-1 Ordinance/Code Affected: 7.15.01(j); 11.01.01; 11.01.02; Sec. 21-1; Sec. 21-52

Briefly describe the requested variance for consideration:  
See Attached as Attachment A

ACKNOWLEDGMENTS

- 1. I understand that this request will be processed by the City and considered at the earliest available public hearing.
- 2. I understand that a non-refundable fee of \$50.00 is due before the application will be processed.
- 3. I understand that all costs of advertisement is the responsibility of the applicant/owner.
- 4. I understand that I must comply with all provisions of City Ordinance 21-16, 21-18 and the advertising/notice requirements as stated on the back of this application.

I, Estephan Daher, owner of 22 Misty Water Lane  
hereby request consideration by the City of Mary Esther for a variance to the Code of Ordinances or Land Development Code for the above described property and certify that I have read and understand the acknowledgments as stated within this application for a variance.

Signature: Estephan Daher Date: 04 / 24 / 2026

Sec. 21-16. Rezoning and variance request.

(a) Requests for rezonings and variances shall be presented to the planning/zoning department in a preliminary manner prior to formal submission of such request to the local planning agency and the city council. The planning/zoning director shall assist the applicant in discussing and coordinating the preliminary request with appropriate officials such as the building inspector, fire chief, engineer, attorney or other officials for the purpose of making a preliminary evaluation of the request to determine compliance with the building codes and safety procedures and other applicable regulations.

(b) After such preliminary evaluation, the planning/zoning director shall distribute to the applicant such documents as may be necessary to proceed with preparation of the application request.

(c) Once completed, the application shall be submitted to the local planning agency and the city council through the city clerk, at 195 Christobal Road North, Mary Esther, Florida 32569.

(d) The applicant shall ensure that the property affected is posted with a sign approximately two (2) feet by three (3) feet and printed so it can be easily read from the street. A sufficient number of signs shall be placed on all street frontages. The sign should state in effect the following:  
PUBLIC HEARING (PROPOSED REZONING) or (CHANGE OF PERMITTED USE OF) FROM  
(Current use/purpose) TO (Proposed use/purpose); the date, time and place of the public hearing; and FOR  
INFORMATION CALL (Telephone Number).  
(Ord. No. 84-6, § 1, 7-2-84; Ord. No. 2005-08, § I, 11-7-05)

Sec. 21-18. Variance request.

(a) A variance is used in connection with this Code as a means of modifying or adjusting the provisions and requirements of the Code when such action will not be contrary to the public interest and when, owing to conditions peculiar to the property and that are not the result of actions of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship for the applicant.

(b) The application for a variance shall contain the following:

- (1) Evidence of title of applicant (copy of deed or contract to purchase).
- (2) Copy of subdivision restrictive covenants or restrictive covenants in applicant's deed or other title documents.
- (3) Letter of request stating reasons variance is needed.
- (4) Legal description of property, deed or sales contract, and plot plan.
- (5) Sketch showing dimensions of property, existing structures, and proposed structures, also showing all setback lines.
- (6) List of property owners within a three-hundred-foot radius of property affected, including their names and addresses. This information can be obtained through the tax assessor's office.
- (7) Notarized affidavit stating that subsection (6) above was obtained through the office of the tax assessor and that each of the property owners have been notified by certified mail of such variance request.
- (8) A fifty-dollar application fee for each variance requested, which is nonrefundable.
- (9) Notarized affidavit stating that signs have been posted on the affected property.

(c) In order to authorize a variance the local planning agency and the city council must find:

- (1) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, buildings or structures in the same land use district;
- (2) That the special conditions and circumstances do not result from the actions of the applicant;
- (3) That granting the variance requested will not confer upon the applicant any special privilege that is denied by this Code to other lands, buildings, or structures in the same land use district;

- (4) That literal interpretation of the provisions of this Code would deprive the applicant of the rights commonly enjoyed by other properties in the same land use district under the terms of this Code and would work undue and unnecessary hardship on the applicant;
- (5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure; and
- (6) That the grant of the variance will be in harmony with the general intent and purpose of this Code and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.  
(Ord. No. 84-6, § 1, 7-2-84; Ord. No. 2005-08, § II, 11-7-05)

Notice procedures.

- (1) The City of Mary Esther will advertise (at the applicants expense) twice in a newspaper that is published at least five (5) days per week that a public hearing, public meeting, or public workshop, as the case may be, will be held to consider any of the matters for the proposed approval. The advertisement will include an identification of who is holding the hearing, meeting or workshop as well as the date, time, place and general subject of the hearing, meeting or workshop and the location where copies of the proposed matter may be obtained. To the extent possible, the advertisement will appear in a section of the newspaper other than the classified or legal sections. The advertisement will encourage the public to provide written and/or verbal comments on the matters under consideration.
- (2) The advertisements shall appear approximately fourteen (14) days prior to the hearing, meeting or workshop and no later than five (5) days prior to the hearing, meeting or workshop.
- (3) All public hearings and public meetings shall be held after 5:00 p.m., Monday through Thursday. Workshops may be held at other times deemed appropriate.
- (4) In addition to the advertising requirements described above, a notice of the hearing, meeting or workshop will be posted in a conspicuous place or places at City Hall at least seven (7) days prior to the hearing, meeting or workshop.
- (5) The city will also provide a direct notice of any hearing, meeting or workshop to any group, agency or government that registers with the city to receive such notice at least fourteen (14) days prior to the hearing, meeting or workshop. The group, agency or government receiving such notice shall be responsible to notify their membership of the particulars involved.
- (6) The city will periodically provide notification to the media regarding the status of matters under consideration.
- (7) In addition, the city will conform to the applicable notice requirements for adoption of the comprehensive plan as described in Chapter 163.3184 and 163.3187, Florida Statutes.

Prepared By and Return To:  
Vintage Title & Escrow, Inc.  
1234 Airport Rd #108  
Destin, Fl. 32541

File No. 20-3227A

Property Appraiser's Parcel I.D. (folio) Number(s)  
16-2S-24-2630-0004-0180

### WARRANTY DEED

THIS WARRANTY DEED dated August 21, 2020, by Binh T. Cao and Cristina Lee, as joint tenants with rights of survivorship, as to their separate and non-homestead property, whose post office address is 1853 Treeline Court, Fort Walton Beach, FL 32547, hereinafter called the grantor, to Estephan Daher a single man and Azadeh Tayebi a single woman, as joint tenants with rights of survivorship, whose post office address is 4507 Boca Drive, Niceville, FL 32578, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in OKALOOSA County, Florida, to wit:

Commencing at the Southwest corner of Lot 6, Block B, TIMBERLANE ESTATES, Plat Book 5, Page 113, Okaloosa County, Florida, proceed South 30 feet along Magnolia Avenue to point of beginning, thence East 100 feet, thence South 230 feet more or less to Santa Rosa Sound, thence meander Westerly 100 feet more or less to Magnolia Avenue, thence North 289 feet more or Less to point of beginning.

Subject to easements, restrictions, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2019.

Warranty Deed (Individual to Individual)

**WARRANTY DEED**

(Continued)

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]  
(Witness Signature)  
Stephanie R Lefebvre

[Signature]  
Binh T. Cao  
[Signature]  
Cristina Lee

[Signature]  
(Witness Signature)  
Sharon McAd, fle

1853 Treeline Court  
(Address)  
Fort Walton Beach, FL 32547  
(Address)

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 27 day of August, 2020 by Binh T. Cao and Cristina Lee, who is personally known to me or who has produced [Signature] as identification.

My commission expires:

[Signature]  
Printed name:  
Notary Public



## ATTACHMENT A

### **Legal Description:**

Commencing at the Southwest corner of Lot 6, Block B, TIMBERLANE ESTATES, Plat Book 5, Page 113, Okaloosa County, Florida, proceed South 30 feet along Magnolia Avenue to point of beginning, thence East 100 feet, thence South 230 feet more or less to Santa Rosa Sound, thence meander Westerly 100 feet more or less to Magnolia Avenue, thence North 289 feet more or Less to point of beginning.

### **Description of Requested Variance for Consideration:**

Estephan Daher and Azadeh Tayebi ("Owners") respectfully request a variance from the City of Mary Esther's ("City") Land Development Code ("LDC") and Code of Ordinances ("CO" and collectively "Code") to allow the eastern lot line of the property located at 22 Misty Water Lane, Mary Esther, Florida 32569 (the "Subject Property") to be recognized and defined as a side yard, rather than a rear yard, for zoning and setback purposes.

This variance is requested pursuant to Chapter 21, Section 21-18 of the CO, which authorizes the modification or adjustment of Code provisions where, owing to conditions peculiar to the property and not the result of actions by the applicant, literal enforcement would result in unnecessary and undue hardship, provided the relief is not contrary to the public interest and remains consistent with the general intent and purpose of the Code.

#### **I. Special Conditions and Circumstances Peculiar to the Property (Sec. 21-18(d)(1))**

##### *a. Unique Lot Orientation and Street Frontage*

The western boundary of the Subject Property runs parallel to Misty Water Lane, a public street providing access to a public boat launch at its waterfront termination point. As a result of such orientation, the Subject Property functions as having a street adjacent condition along its western boundary, notwithstanding that the lot does not meet the typical rectangular configuration assumed by standard yard classifications.

Article 7 of the LDC recognizes that residential districts must promote the most desirable use of land, conserve property values, and ensure appropriate development arrangements that protect neighborhood stability and public welfare. Sec. 7.00.01(h). The unusual orientation of the Subject Property is a condition inherent to the original subdivision and public roadway layout is not attributable to any action by the Owners.

##### *b. Waterfront Configuration and Functional Rear Yard*

The Subject Property is a waterfront lot abutting Santa Rosa Sound, and the portion of the property adjacent to the waterbody functions as the rear yard in practice and in accordance with the City's coastal development framework.

Article 11 of the LDC regulates development adjacent to the shoreline through the establishment of a Shoreline Protection Zone, measured from the mean high water line, and imposes substantial landward setbacks for residential structures. Secs. 11.01.01-2. These provisions expressly recognize that waterfront parcels have site-specific spatial constraints distinct from interior lots.

Rigid application of generalized yard definitions under CO Chapter 21, without accounting for the waterfront rear yard condition created under LDC Article 11, produces a result inconsistent with the integrated intent of the Code and creates an unreasonable one hundred twenty (120) foot setback on the Subject Property.

*c. Consistency with Adjacent Flag Lot and Neighborhood Pattern*

The immediately adjacent eastern parcel, Parcel No.: 16-2S-24-2630-0004-0170, is a flag lot, where the shared boundary with the Subject Property is already treated as a side yard. Treating the eastern lot line of the Subject Property as a side yard would create symmetrical, mirror-image consistency between the two parcels, preserving neighborhood cohesion and avoiding an abnormal zoning interpretation.

Such consistency advances the policy goals of LDC Article 7, including promoting appropriate land use arrangements and residential area stability. Secs. 7.00.01(h); 7.03.01.

**II. Hardship and Absence of Self-Created Conditions (Secs. 21-18(a), (d)(2), (d)(4))**

The circumstances described above are peculiar to the Subject Property and do not arise from any action or omission by the Owners. Instead, they stem from the original subdivision configuration, public street alignment, and the Subject Property's waterfront location subject to coastal protection regulations.

Literal enforcement of the yard classification definitions in CO Section 21-1, specifically the definitions of front yard, side yard, and rear yard, would deprive the Owners of property rights commonly enjoyed by other similarly situated waterfront properties within the same zoning district and would work an undue and unnecessary hardship, contrary to CO Section 21-18(a).

**III. Avoidance of Economic Wase and Community Disturbance**

Strict application of the current yard classification would require the demolition and removal of existing concrete pilings, which are documented on a certified foundation survey, enclosed. Requiring removal would result in extreme economic waste and generate significant and unnecessary impacts to the surrounding neighborhood, including prolonged construction noise, vibration, and debris, without any corresponding public health, safety or welfare benefit.

Such an outcome conflicts with the stated purpose of yards under LDC Section 7.14.08, which is to provide open space for health, safety, and aesthetic purposes, not to compel avoidable demolition where no public benefit is achieved.

#### **IV. Harmony with the Code and Public Interest (Sec. 21-18(d)(3-6))**

Approval of the requested variance: (i) will not confer any special privilege denied to other properties within the R-1 zoning district; (ii) constitutes the minimum variance necessary to permit reasonable use of the Subject Property; (iii) is consistent with the general intent and purpose of the LDC including Article 7's residential policy objectives and Article 11's coastal management framework; and (iv) will not be injurious to the surrounding area or detrimental to the public welfare.

Further, the requested relief does not alter any numerical setback requirements contained in LDC Section 7.15.01 or CO Section 21-52 but merely clarifies the appropriate yard classification necessary to apply those setbacks in a manner consistent with the actual physical and regulatory context of the lot.

#### **V. Alternative Request: Seventeen (17) Foot Setback Variance**

In the alternative, should the City determine that the eastern lot line of the Subject Property cannot be designated as a side yard, the Owners respectfully request a dimensional variance to reduce the required setback along the eastern lot line from twenty (20) feet to seventeen (17) feet, consistent with the standards for relief set forth in Chapter 21, Section 21-18 of the CO.

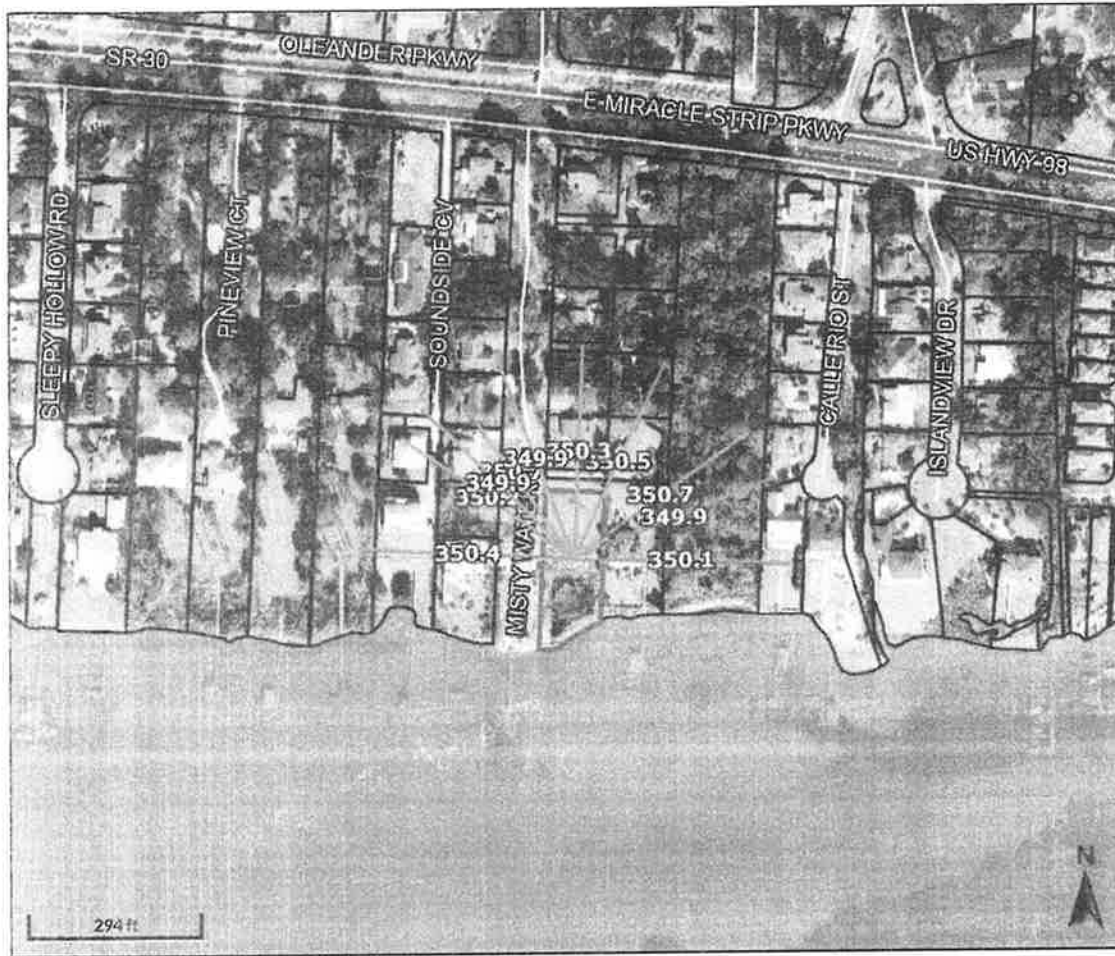
This limited setback reduction is necessary to allow the reasonable use of the Subject Property given its irregular lot configuration, waterfront constraints governed by Article 11, and the placement of existing improvements documented by a certified foundation survey included in the record. The conditions giving rise to this request are not self-created, are peculiar to the Subject Property, and result from the interaction of coastal setback requirements, subdivision geometry, and neighboring development patterns. The requested three-foot reduction constitutes the minimum variance necessary to avoid unnecessary economic waste, including the demolition of existing concrete pilings, while preserving adequate open space consistent with the purpose of yards set forth in Section 7.14.08.

Granting this alternative variance would not confer any special privilege denied to other properties within the R-1 district, would remain fully consistent with the intent of Article 7 (Residential Districts) and Article 11 (Coastal Management and Conservation), and would not be injurious to the surrounding neighborhood or the public welfare. Accordingly, approval of this alternative request independently satisfies each of the findings required under Section 21-18(d).

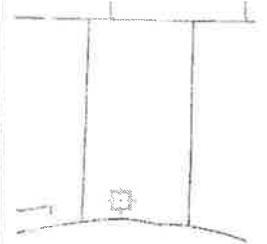
#### **VI. Conclusion**

For the foregoing reasons, and pursuant to Chapter 21 of the City of Mary Esther Code of Ordinances, the Owners respectfully request approval of the variance to designate the eastern lot line as a side yard for the Subject Property, or, in the alternative, approval of a dimensional variance reducing the eastern setback from twenty (20) feet to seventeen (17) feet.





Overview



Legend

- Parcels
- Roads
- Water
- City Labels

| Parcel ID               | Physical Address                                     | Land Value     | Last 2 Sales Date | Price     | Reason                          | Qual |
|-------------------------|--|----------------|-------------------|-----------|---------------------------------|------|
| 16-25-24-2630-0004-0180 | 22 MISTY WATER LN<br>MARY ESTHER DAHER               | \$230,878      | 8/21/2020         | \$185,000 | QUAL/DEED EXAMINATION           | Q    |
| Acres (GIS)             | Mailing Address                                      | Ag Land Value  | 6/15/2017         | \$115,000 | QUAL/CREDIBLE, VERIF/DOC/EVIDEN | Q    |
| Property Class          | ESTEPHAN & TAYEBI AZADEH                             | Building Value |                   |           |                                 |      |
| Taxing District         | TAYEBI AZADEH<br>4507 BOCA DR<br>NICEVILLE, FL 32578 | Misc Value     |                   |           |                                 |      |
|                         |  | Just Value     |                   |           |                                 |      |
|                         |  | Assessed Value |                   |           |                                 |      |
|                         |  | \$228,238      |                   |           |                                 |      |
|                         |  | Exempt Value   |                   |           |                                 |      |
|                         |  | \$0            |                   |           |                                 |      |
|                         |  | Taxable Value  |                   |           |                                 |      |
|                         |  | \$228,238      |                   |           |                                 |      |

Date created: 4/21/2026  
Last Data Uploaded: 4/21/2026 12:09:04 PM

Developed by SCHNEIDER  
GEO SPATIAL

**List of Property Owners and Addresses within three hundred fifty (350) of Subject Property**

| Name                               | Address   | Mailing Address (if different)  | Notes  |
|------------------------------------|---|---|--|
| Nicholas and Tanya Papadopoulos    | 551 E Miracle Strip Parkway, Mary Esther, Florida 32569 |   |  |
| Stewart M. and Michelle A. Roberts | 5 Soundside Cove, Mary Esther, Florida 32569            |   |  |
| Douglas B. and Kristin C. White    | 7 Soundside Cove, Mary Esther, Florida 32569            | 9 Soundside Cove, Mary Esther, Florida 32569                          |  |
| Douglas B. and Kristin C. White    | 9 Soundside Cove, Mary Esther, Florida 32569            |   |  |
| Brian D. Koval                     | 7 Misty Water Lane, Mary Esther, Florida 32569          |   |  |
| Edward E. and Sandie M. Hall       | 9 Misty Water Lane, Mary Esther, Florida 32569          |   |  |
| Shawn and Charlotte R. Barauskas   | 10 Misty Water Lane, Mary Esther, Florida 32569         | 7901 4th Street North, Unit number 300, St. Petersburg, Florida 33702 |  |
| Milesmaide LLC                     | 11 Misty Water Lane, Mary Esther, Florida 32569         |   |  |
| Carolyn Hawkins Nunnery            | 12 Misty Water Lane, Mary Esther Florida, 32569         |   | Entity of the Owners of the Subject Property |
| Daher Residence LLC                | 13 Misty Water Lane, Mary Esther, Florida 32569         | 877 Brande Court, Shalimar, Florida 32579                             |  |
| Malcolm C. Hightower Trust         | 14 Misty Water Lane, Mary Esther, Florida 32569         |   |  |
| Daniel C. Leaphart Trust           | 15 Misty Water Lane, Mary Esther, Florida 32569         |   | Owners of the Subject Property               |
| Estephani Daher and Azadeh Tayebi  | 16 Misty Water Lane, Mary Esther, Florida 32569         |   |  |
| Katherine Moll Trust               | 18 Misty Water Lane, Mary Esther, Florida, 32569        | 4507 Boca Drive, Niceville, Florida 32578                             |  |
| James R. Gathen Trust              | 20 Misty Water Lane, Mary Esther, Florida 32569         |   |  |
| Binh T. Cao and Christina Lee      | 24 Misty Water Lane, Mary Esther, Florida 32569         |   |  |
| Cory M. and Shyla D. Scott         | Parcel No.: 16-2S-24-2630-0004-0030                     |   |  |
| Paul W. and Jackie Storey          | 11 Calle Rio, Mary Esther, Florida 32569                | 159 Beal Parkway, Fort Walton Beach, Florida 32548                    | Undevelopment property; No address assigned  |
| John D. and Cynthia L. Vorreiter   | 13 Calle Rio, Mary Esther, Florida 32569                |   |  |

## SUPPLEMENT TO 22 MISTY WATER LANE VARIANCE APPLICATION

This supplement is submitted in response to staff comments requesting additional supporting rationale specifically addressing the rear yard encroachment variance. This supplement does not replace or supersede any previous supporting documentation provided by Estephan Daher and Azadeh Tayebi (“Owners”) regarding the 22 Misty Water Lane (“Subject Property”) variance application and is solely for the purpose of bolstering the rear yard encroachment variance request and clarifying that only this variance is to be forwarded for consideration.

Accordingly, Owners request approval of a dimensional variance to allow a rear yard setback of seventeen (17) feet where twenty (20) feet is otherwise required, resulting in a three (3) foot rear yard encroachment variance along the eastern lot line.

The Subject Property is zoned R-1 and is subject to the rear yard setback requirements as contained in Section 7.15.01 and Section 21-52. Based on the existing conditions documented by the certified foundation survey, *provided with application submitted on Friday, April 24, 2026*, a portion of Owners’ existing structure encroaches **approximately three (3) feet** into the required rear yard setback.

Owners seek approval of this limited variance solely to allow the continued reasonable use of the Subject Property without demolition of existing improvements.

The rear yard encroachment results from site specific conditions unique to the Subject Property, including the Subject Property being located parallel to Misty Water Lane and the Subject Property’s interaction with coastal development constraints as provided under Article 11 due to the Subject Property being located on Santa Rosa Sound. These conditions are not common and generally applicable to other properties in the zoning district and distinguish the Subject Property from standard residential lots.

The encroachment is not the result of any actions by Owners. Requiring strict compliance with the full twenty-foot rear yard setback would deprive Owners of reasonable use of existing improvements and necessitate extreme economic waste and generate significant and unnecessary

impacts to the surrounding neighborhood, including prolonged construction noise, vibration, and debris that is disproportionate to the minimal nature of the encroachment, and without any corresponding public health, safety, or welfare benefit.

The requested variance is limited to a three (3) foot reduction in the rear yard setback from twenty (20) feet to seventeen (17) feet. This represents the minimum relief necessary to address the encroachment while preserving the overall intent of rear yard setback regulations.

Approval of this rear yard setback variance:

1. Will **not** confer any special privilege denied to other properties;
2. Will remain fully consistent with the purpose of yards under Section 7.14.08;
3. Will **not** negatively impact adjacent properties or the surrounding neighborhood; and
4. Will prevent unnecessary economic waste and avoid significant construction disturbance that would otherwise result from demolition and removal of existing improvements.

Owners' requested relief is therefore in harmony with the general intent and purpose of the Land Development Code and the Code of Ordinances and will not be detrimental to public welfare.

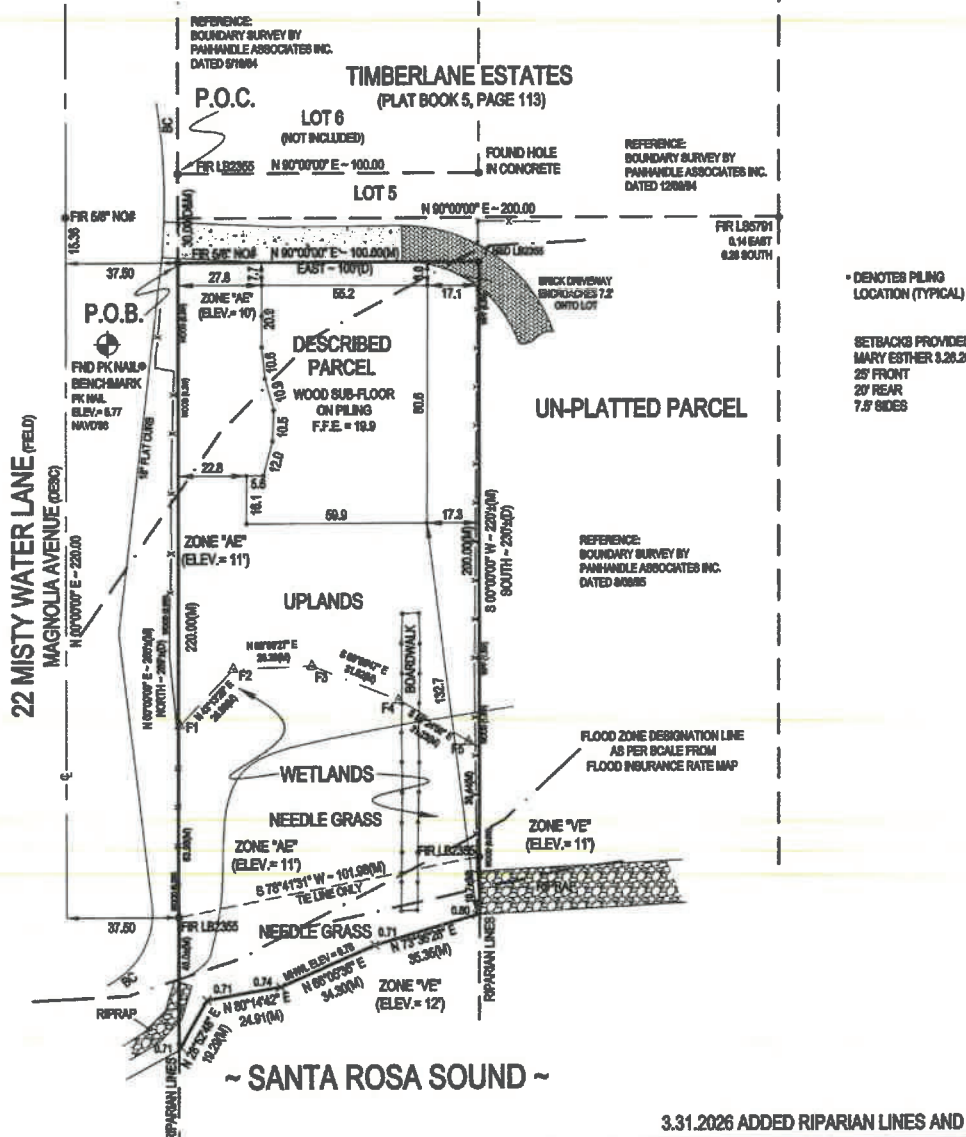
For the reasons stated above, Owners respectfully request approval of the rear yard setback variance allowing a three (3) foot encroachment, resulting in a rear yard setback of seventeen (17) feet in lieu of twenty (20) feet.

This is to certify that I have consulted National Flood Insurance Rate Map, effective March 9, 2021, for Okaloosa County, Florida, Map No. 12091C0442 J, and found the property described hereon to be located in ZONE "AE" (Elev 10 ft.), a special flood hazard area, ZONE "AE" (Elev 11 ft.), a special flood hazard area, ZONE "VE" (Elev 11 ft.), a special flood hazard area, AND in ZONE "VE" (Elev 12 ft.), a special flood hazard area.

ZONES ABOVE ARE INDICATED ON SURVEY

LEGAL DESCRIPTION: (O.R. BK 1035, PG 344)

COMMENCING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK B, TIMBERLANE ESTATES, PLAT BOOK 5, PG 113, OKALOOSA COUNTY, FLORIDA, PROCEED SOUTH 30 FEET ALONG MAGNOLIA AVENUE TO POB, THENCE EAST 100 FEET, THENCE SOUTH 230 FEET MORE OR LESS TO SANTA ROSA SOUND, THENCE MEANDER WESTERLY 100 FEET MORE OR LESS TO MAGNOLIA AVENUE, THENCE NORTH 288 FEET MORE OR LESS TO POB.



\* DENOTES PILING LOCATION (TYPICAL)

SETBACKS PROVIDED BY MARY ESTHER 3.28.2026  
25' FRONT  
20' REAR  
7.5' SIDES

3.31.2026 ADDED RIPARIAN LINES AND BOARDWALK

**LEGEND**

- FND = FOUND
- FNB = FOUND BAZZ NAIL
- FR = FOUND IRON ROD
- FIP = FOUND IRON PIPE
- FND = FOUND NAIL & DISC
- TYP = TYPICAL
- ELEV = ELEVATION
- CL = CENTERLINE
- UNLESS OTHERWISE NOTED ALL IRON RODS ARE 1/2" DIAMETER
- RHW = RIGHT OF WAY
- CLF = CHAIN LINK FENCE
- WFF = WOOD FENCE
- DU = DRAINAGE & UTILITY
- PI = PLAT BOOK
- SBMT = EMBANKMENT
- BCP = EDGE OF PAVING
- BC = BACK OF CURB
- PP = POWER POLE
- OHL = OVERHEAD LINES
- PFE = FINISHED FLOOR ELEVATION
- LS = LAND SURVEYOR NUMBER
- LB = LAND SURVEY BUSINESS NUMBER
- COE = CORPUS OF ENGINEERS
- MRW = MEAN HIGH WATER LINE
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- POL = POINT ON LINE
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PRC = POINT OF REVERSE CURVE
- BL = BUILDING SETBACK LINE
- RL = RESTRICTIVE COVENANTS
- PI = POINT OF INTERSECTION
- PL OR (PLAT) = PLATTED
- SD OR (SDSC) = SUBSCRIPTION
- MS OR (MSAD) = MEASURED
- OR BOOK = OFFICIAL RECORDS BOOK
- PCP = PERMANENT CONTROL POINT
- PRM = PERMANENT REFERENCE MONUMENT
- NVD = NORTH AMERICAN VERTICAL DATUM
- MGVD = METRIC GEODETIC VERTICAL DATUM
- DOT = DEPARTMENT OF TRANSPORTATION
- DEP = DEPARTMENT OF ENVIRONMENTAL PROTECTION

|  |                        |   |                                  |
|--|------------------------|---|----------------------------------|
| SOURCE OF DESCRIPTION<br>WARRANTY DEED (O.R. BOOK 1035, PAGE 344)              |                        | BASIS OF BEARINGS<br>ASSUMED N-00°00'00"-E ON RIGHT OF WAY OF MISTY WATER LANE  |                                  |
| OKALOOSA COUNTY, FLORIDA   |                        |   |                                  |
| SECTION 16   | TOWNSHIP 2-S           | RANGE 24W   | RECORDED O.R. BOOK 1035 PAGE 344 |
| OBVIOUS ENCROACHMENTS BRICK DRIVEWAY AS SHOWN (FENCE OWNERSHIP NOT DETERMINED) |                        |   |                                  |
| UNDERGROUND ENCROACHMENTS (NOT LOCATED)  |                        |   |                                  |
| SCALE 1"=40'   | SURVEY DATE 12/30/2009 | SURVEYORS CERTIFICATE<br>I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE STANDARDS OF PRACTICE OF THE FLORIDA BOARD OF SURVEYORS AND MAPPERS.<br>(5J-17 .050 - .052 F.A.C.) |                                  |
| ORDERED BY:<br>WIMCO REALTY, CENTURY 21  |                        | <i>Edward E. Rice</i>   |                                  |
| F.B. 09-8  | PG 103-104             | W.O. 2009-0875  | EDWARD E. RICE LS3420            |
| FILE COPY  |                        | RECERTIFIED DATE 3.31.2026  | W.O. 2026-0149                   |
| TYPE OF SURVEY BOUNDARY  |                        | ORDERED BY STEVE DAHER  |                                  |
| PURPOSE UPDATE FOUNDATION  |                        | CAD - T<br>TIMBERLANE EST WORKING<br>2026-0149 FNDN   |                                  |

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

**AFFIDAVIT**

I, ALEC CHRISM, hereby swear and affirm that all property owners within 300 feet of 22 MISTY WATER LAKE, Mary Esther, FL 32569 as listed on the address list document provided by the Okaloosa County Property Appraisers Office, have been mailed the public notice letter provided to me by the City of Mary Esther, by certified mail return receipt requested. Attached hereto is a copy of the certified mail receipts for the above-mentioned properties.

[Signature]  
Applicant Signature

ATTORNEY FOR APPLICANT

APRIL 28, 2026

Date

STATE OF FLORIDA

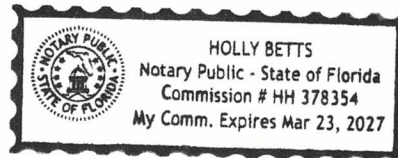
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of  physical presence OR  online notarization this 28<sup>th</sup> day of April, 2026, by Alec Chrism

Personally Known

Produced Identification Type: \_\_\_\_\_

[Signature]  
Notary Public



# AGENDA ITEM

## Agenda Item 8.2.

---

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

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

**DATE:** May 18, 2026

**SUBJECT:** Resolution 26-09: Amending the Comprehensive Fee, Fine, and Revenue Schedule to Establish Building Plan Review and Inspection Service Fees

---

### **BACKGROUND:**

The City of Mary Esther is contracting with E.P. Consultants, INC. (E.P.C.I.) for third-party building plan review and inspection services within the City. As a condition of that contract, the City must establish a legally adopted fee schedule governing all permitting, plan review, inspection, and related Development Services activities. The E.P.C.I. contract is contingent upon the adoption of this Fee Schedule.

The City's existing Comprehensive Fee, Fine, and Revenue Schedule, adopted pursuant to Section 166.021, Florida Statutes, includes Review and Processing fees for Planning and Zoning applications. The transition to third-party building plan review and inspection services requires a formal amendment to that schedule to incorporate the charges necessary to recover the cost of services provided by E.P.C.I. and to ensure the City's fee structure remains current with applicable statutes, City policy, and the cost of doing business.

Resolution 26-09 amends the Comprehensive Fee, Fine, and Revenue Schedule by adding the building plan review and inspection fee schedule set forth in Exhibit A.

### **DISCUSSION:**

Resolution 26-09 amends the City's Comprehensive Fee, Fine, and Revenue Schedule to establish charges for building plan review and inspection services consistent with the scope of services to be delivered by E.P.C.I. The fee schedule, outlined in Exhibit A, encompasses the following categories: Residential, Commercial, Mechanical, and Trade Permits, Miscellaneous, Enforcement, and State Surcharges.

The fee structure uses a descending valuation tier — the rate per thousand drops as the project gets larger. This approach reflects the fact that, for example, a \$2M building doesn't take 20X as long to inspect as a \$100k building. This is the standard structure used by Okaloosa County, Fort Walton Beach, Crestview, and Niceville. The fee schedule was modeled after those used by Okaloosa County, Fort Walton Beach, Crestview, and other Northwest Florida municipalities. Niceville is currently updating its fee schedule, and its proposed structure and schedule were also considered using a similar methodology. The tier valuation was developed by benchmarking the regional market and was based on the estimated annual volume of permits received.

One of the goals in structuring this fee schedule is to cover overhead costs for E.P.C.I. and staff for building services. Because Mary Esther issues so few residential permits, the fees must be higher than in other cities with higher permit volumes. Even so, this proposal keeps us below Fort Walton Beach and more aligned with EPCI's expectations.

### **Why Mary Esther's fees are set below Fort Walton Beach's**

Fort Walton Beach is the most relevant municipal comparator for Mary Esther, given its geographic proximity and its role as an incorporated city in Okaloosa County that operates its own building department. Fort Walton Beach's commercial permit fees are among the highest in the region, and were used as the ceiling rather than the target in designing Mary Esther's fee schedule.

Mary Esther's fee structure was deliberately calibrated to remain below Fort Walton Beach at every valuation tier. This decision serves two purposes. First, it ensures Mary Esther remains competitive for commercial development. A contractor or developer evaluating project locations in the area can expect to pay less for permits in Mary Esther than in Fort Walton Beach at every comparable project size, which is a meaningful competitive advantage for a city of our size seeking to attract commercial investment. Second, it provides the City with a clear, defensible benchmark for demonstrating compliance with Section 553.80, Florida Statutes, which requires that permit fees not exceed the cost of providing the service. Because Fort Walton Beach's fees have been adopted through a lawful public process and applied to a similar range of commercial construction, Mary Esther's position below that ceiling supports the conclusion that its own fees are reasonable and do not exceed actual cost recovery.

Fort Walton Beach does hold an advantage in re-inspection fees, which escalate steeply in Mary Esther (\$75 / \$150 / \$250) compared to Fort Walton Beach's relatively flat structure (\$38 / \$38 / \$115.50). However, the thinking behind this increase is to incentivize developers to get their projects right the first time, thereby avoiding re-inspections.

### **FINANCIAL IMPACT:**

Adoption of Resolution 26-09 is expected to have a positive fiscal impact on the City of Mary Esther by establishing a structured, cost-recovery-based permitting program.

*Staff does not anticipate any direct General Fund expenditure resulting from the adoption of this Resolution beyond administrative processing. Actual revenue will depend on the volume and valuation of permits submitted during the applicable period.*

### **RECOMMENDATION:**

Motion to adopt Resolution 26-09 amending the Comprehensive Fee, Fine, and Revenue Schedule to establish building plan review and inspection service charges as set forth in Exhibit A, effective upon adoption.

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

1. Exhibit A: Resolution 26-09

2



## RESOLUTION 26-09

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA PROVIDING FOR AUTHORITY; AMENDING THE COMPREHENSIVE FEE, FINE, AND REVENUE SCHEDULE; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

*WHEREAS*, the City's Comprehensive Fee, Fine and Revenue Schedule establishes revenue guidelines and a fee and fine schedule which includes Review and Processing fees for Planning and Zoning applications; and

*WHEREAS*, the City is adopting a third-party building plan review and inspection services that require an update to the fee schedule; and

*WHEREAS*, the City finds that charges to allow for building plan review and inspection services are appropriate to recover the cost of services provided; and

*WHEREAS*, the City Council has determined that the City can benefit by revising the Comprehensive Revenue, Fee and Fine Schedules fees to remain current with the Statutes, City policy, and the cost of doing business; and

*WHEREAS*, the City finds that fees and fines adopted by resolution may be more efficiently and effectively administered.

*NOW, THEREFORE, BE IT RESOLVED*, that the City Council of the City of Mary Esther, Florida, that:

**Section I: Authority.** Authority for enactment of this Resolution is Section 166.021, *Florida Statutes*.

#### **Section 2: Building Plan Review and Inspection Services Charges**

The City of Mary Esther hereby amends the Review and Processing Fees under the Plan Review for residential and commercial development order applications as set forth in **Exhibit A**.

**Section 3. Repealer Clause.** All sections or parts of sections of any City of Mary Esther's Resolutions or parts of Resolutions, and any City of Mary Esther's Policies or parts of Policies, which are in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4. Effective Date.** All fees as provided for in this resolution shall take effect upon approval by the City Council and signature of the Mayor.

So Done this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Time Adopted: \_\_\_\_\_

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

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

**ATTEST:**

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

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**EXHIBIT A**

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**ADMINISTRATIVE CHARGES FOR SERVICES**

**The following fees are for Residential Building (One and Two Family)**

**Applicability:** Permits for new structures, additions, alterations, accessory structures, remodels, additions, accessory structures, re-roofs, and other work requiring a permit under the Florida Building Code and applicable Florida Statutes.

Certain minor residential work may be exempt from permitting requirements pursuant to Florida Statutes. Exemptions shall be determined by the Building Official.

Permit and inspection fees shall be adjusted as required by Florida law when authorized private providers perform plan review or inspection services.

**Permit Fees**

|  |  |
|--|--|
| Total Valuation \$10,000 and under.....                      | \$95.00 minimum  |
| Total Valuation \$10,001 – \$75,000.....                     | \$95.00 + \$5.25 per \$1,000 over \$10,000             |
| Total Valuation \$75,001 – \$150,000.....                    | \$436.25 + \$4.50 per \$1,000 over \$75,000            |
| Total Valuation \$150,001 – \$300,000.....                   | \$773.75 + \$3.75 per \$1,000 over \$150,000           |
| Total Valuation \$300,001 – \$600,000.....                   | \$1,336.25 + \$3.00 per \$1,000 over \$300,000         |
| Total Valuation \$600,001 and above.....                     | \$2,236.25 + \$2.50 per \$1,000 over \$600,000         |
| Roof / Re-Roof (all types).....                              | \$100.00 minimum                                       |
| Plan Review Fee (\$10,000 and less).....                     | \$45.00  |
| Plan Review Fee (all residential \$10,001 and greater) ..... | \$0.45 per \$1,000 of total valuation; \$45.00 minimum |

**The following fees are for Commercial Building**

**Applicability:** Permits for new structures, additions, remodels, accessory structures, and re-roofs. A plan review fee equal to fifty percent (50%) of the permit fee shall apply to all commercial permits, with a \$95.00 minimum.

Permit, inspection, and plan review fees shall be adjusted as required by Florida Statutes when authorized private providers perform plan review or inspection services.

**Permit Fees**

|  |  |
|--|--|
| Total Valuation \$10,000 and under.....  | \$95.00 minimum                            |
| Total Valuation \$10,001 – \$75,000..... | \$95.00 + \$6.20 per \$1,000 over \$10,000 |

|  |  |
|--|--|
| Total Valuation \$75,001 – \$150,000.....  | \$498.00 + \$4.50 per \$1,000 over \$75,000    |
| Total Valuation \$150,001 – \$300,000..... | \$835.50 + \$4.00 per \$1,000 over \$150,000   |
| Total Valuation \$300,001 – \$600,000..... | \$1,435.50 + \$3.35 per \$1,000 over \$300,000 |
| Total Valuation \$600,001 and above.....   | \$2,410.50 + \$2.75 per \$1,000 over \$600,000 |
| Occupancy / Change of Use.....             | \$100.00                                       |
| Other.....                                 | \$100.00 minimum                               |

**The following fees are for Mechanical & Trade Permits:**

|  |   |
|--|---|
| Plumbing — New, Additions, Alterations.....    | \$75.00   |
| HVAC — New, Additions, Alterations.....        | \$75.00   |
| Electrical — New, Additions, Alterations.....  | \$75.00   |
| Gas — Commercial, greater than 10 outlets..... | \$75.00   |
| Gas — Commercial, 10 outlets or fewer.....     | \$75.00   |
| Gas — Residential.....                         | \$75.00   |
| Mobile Home Set-Up.....                        | \$75.00 set-up only; electrical and split mechanical systems \$75.00 each |

**The following fees are for Miscellaneous, Enforcement & Other Fees:**

|   |  |
|---|--|
| Re-Inspection — First.....                        | \$75.00  |
| Re-Inspection — Second.....                       | \$150.00   |
| Re-Inspection — Third and Each Subsequent.....    | \$250.00 per occurrence  |
| Special Inspections / Non-Permit Services.....    | \$100.00 per hour; one (1) hour minimum                                |
| Failure to Call for Required Inspection.....      | \$100.00   |
| Work Commenced Prior to Permit Issuance.....      | Double the normal permit fee   |
| Demolition — With Utilities.....                  | \$100.00 for first 2,000 sq. ft.; \$50.00 per 1,000 sq. ft. thereafter |
| Demolition — No Utilities.....                    | \$75.00 for first 2,000 sq. ft.; \$30.00 per 1,000 sq. ft. thereafter  |
| Certificate of Occupancy (CO).....                | \$40   |
| Temporary Certificate of Occupancy (TCO).....     | \$275  |
| TCO Renewal.....                                  | \$150  |
| Returned / Dishonored Check.....                  | \$100  |
| Non-Permit Planning / Zoning Services.....        | \$100 per hour including travel time; approval required                |
| Pre-Application Meeting (Virtual).....            | \$100 Flat Fee per Meeting   |
| Technical Review Committee Meeting (Virtual)..... | \$100 Flat Fee per Meeting   |
| General Professional Consulting.....              | \$100 Per Hour   |
| Emergency / After-Hours Response.....             | \$150 Per Hour   |
| Unsafe Building Evaluation & Survey.....          | \$100 Flat Fee per Report  |
| Stop Work Order / Enforcement Visit.....          | \$100 Per Hour   |
| Special Magistrate / Court Testimony.....         | \$100 Per Hour   |

**The following fees are for state surcharges (Collected and Remitted by City):**

Building Code Administrators and Inspectors Fund (BCAIF) — F.S. §468.631...1.5% of permit

fee, or \$2.00, whichever is greater

Department of Business and Professional Regulation (DBPR) — F.S. §553.721...1.0% of permit fee, or \$2.00, whichever is greater

# AGENDA ITEM

## Agenda Item 8.3.

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

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

**DATE:** May 18, 2026

**SUBJECT:** Resolution 26-10: Contract for Third-Party Building Plan Review and Inspection Services with E.P. Consultants, Inc.

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### **BACKGROUND:**

The City currently receives building department services from Okaloosa County under an Interlocal Agreement. Growing development activity and the need for a comprehensive, full-service building plan review and inspection program have led staff to pursue a dedicated third-party provider, which will require termination of the Interlocal Agreement with 90 days' notice.

Pursuant to RFP 2025-02, the City conducted a competitive solicitation process and selected E.P. Consultants, Inc. (E.P.C.I.) as the most qualified respondent to provide building plan review and inspection services for the City.

The proposed Contract for Services establishes the terms under which E.P.C.I. will serve as the City's third-party building official and inspection provider, supplying a Florida-licensed Building Code Administrator, Plans Examiners, and Inspectors across all required certification categories. The City's permitting staff will continue to handle permit intake, processing, issuance, zoning verification, and customer service; E.P.C.I.'s role is limited to plan review and inspections.

### **DISCUSSION:**

The proposed Contract for Services between the City of Mary Esther and E.P.C.I. addresses the following principal terms:

#### *Services provided*

E.P.C.I. shall provide a Building Official, Plans Examiners, and Inspectors to perform building plan reviews, building inspections, and all associated tasks necessary to meet the City's inspection needs under RFP 2025-02.

#### *Qualifications & licensure*

All inspectors supplied by E.P.C.I. must be licensed and certified under Chapter 468, Part XII, Florida Statutes, in all areas necessary for the City's inspection needs, including Building, Mechanical, Electrical, Plumbing, Fire Safety, and Plan Review. E.P.C.I. shall designate a Florida-licensed Building Code Administrator to serve as the City's Building Official, to be formally appointed by the City Manager pursuant to Chapter 553, Florida Statutes. E.P.C.I. must provide copies of all applicable licenses prior to execution and notify the City immediately of any

changes in licensure status.

*Compensation & support*

E.P.C.I. is responsible for all salary, benefits, Workers' Compensation, liability insurance, field communication equipment, vehicles or mileage allowance, and administrative coordination for its inspectors and plans examiners. The City shall provide office space, desk, copier, and phone service for E.P.C.I. staff, as well as permitting staff and office support for permitting operations.

*Fee distribution*

All permit fees collected by the City shall be distributed as follows: sixty-five percent (65%) paid to E.P.C.I. as compensation for all plan review and inspection services, and thirty-five percent (35%) retained by the City. The City may also retain a five percent (5%) technology and compliance surcharge (minimum \$5.00) from all gross permit revenue, which is excluded from the revenue-share calculation. Compensation for any single permit shall not exceed \$10,000.00 without a written Special Project Agreement. Non-fee inspections directed by the City Manager shall be billed by E.P.C.I. at \$100.00 per hour with a one-hour minimum. Ancillary and planning services not covered by permits — including pre-application meetings, Technical Review Committee appearances, general professional consulting, emergency or after-hours response, unsafe building evaluations, stop work order enforcement, and special magistrate or court testimony — shall be billed at the rates established in the approved fee schedule.

*Term & termination*

The initial contract term is one (1) year from execution, with up to four (4) optional one-year renewal periods for a potential total term of five (5) years. Renewals require mutual written agreement at least sixty (60) days prior to expiration and are subject to satisfactory performance and City Council appropriation. The City may terminate for cause with thirty (30) days written notice and an opportunity to cure, or for convenience with ninety (90) days written notice.

*Insurance*

E.P.C.I. shall maintain General Liability insurance of \$1,000,000 per occurrence / \$2,000,000 aggregate; Professional Liability (Errors & Omissions) of \$1,000,000 per claim; Automobile Liability of \$1,000,000 combined single limit; and Workers' Compensation at statutory limits. The City of Mary Esther shall be named as an additional insured on general liability and automobile policies. Certificates of insurance must be provided prior to contract execution.

*Governing law & miscellaneous*

Florida law governs this Agreement, with venue in Okaloosa County. Neither party may assign the Agreement without the other party's written consent. Modifications must be in writing and executed by both parties. If an inspector's performance is unsatisfactory, E.P.C.I. shall replace that individual within thirty (30) days or be deemed in breach. E.P.C.I. certifies compliance with Section 287.135, Florida Statutes (Scrutinized Companies). The City retains all rights and protections of sovereign immunity under Section 768.28, Florida Statutes.

**FINANCIAL IMPACT:**

The proposed Contract for Services with E.P.C.I. is structured as a self-funding arrangement,

with E.P.C.I.'s compensation derived directly from permit fee revenue rather than a General Fund appropriation. Staff does not anticipate any direct General Fund expenditure resulting from execution of this contract. Actual revenue to both parties will depend on permit volume and valuation during the contract term.

**RECOMMENDATION:**

Motion to adopt Resolution 26-10, approving the Contract for Services with E.P. Consultants, Inc. for third-party building plan review and inspection services pursuant to RFP 2025-02, authorizing the Mayor to execute the Agreement and the City Manager to execute future one-year renewal amendments, and authorizing the City Manager to provide the required 90-day notice of termination of the Interlocal Agreement for Building Department Services with Okaloosa County.

**ATTACHMENT(S):**

1. Exhibit A: Resolution 26-10
2. Exhibit B: Contract for Services

**RESOLUTION NO. 26-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A CONTRACT FOR SERVICES WITH E.P. CONSULTANTS, INC. (E.P.C.I.) FOR THIRD-PARTY BUILDING PLAN REVIEW AND INSPECTION SERVICES PURSUANT TO RFP 2025-02; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE FUTURE ONE-YEAR RENEWAL AMENDMENTS; TERMINATING THE INTERLOCAL AGREEMENT FOR BUILDING DEPARTMENT SERVICES WITH OKALOOSA COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

*WHEREAS*, the City of Mary Esther conducted a competitive solicitation pursuant to RFP 2025-02 for third-party building plan review and inspection services and selected E.P. Consultants, Inc. ("E.P.C.I.") as the most qualified respondent; and

*WHEREAS*, the City presently receives building department services from Okaloosa County pursuant to an Interlocal Agreement, and execution of the Contract for Services with E.P.C.I. necessitates the termination of that Interlocal Agreement; and

*WHEREAS*, the City Council finds that entering into the Contract for Services with E.P.C.I. and terminating the Interlocal Agreement with Okaloosa County is in the best interest of the City and its residents.

***NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA, AS FOLLOWS:***

**SECTION 1: AUTHORIZATION OF CONTRACT**

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The City Council hereby approves the Contract for Services between the City of Mary Esther and E.P. Consultants, Inc. (E.P.C.I.) for third-party building plan review and inspection services pursuant to RFP 2025-02, in substantially the form presented to the Council, with such changes, insertions, or omissions as may be approved by the City Manager and City Attorney, whose execution shall be conclusive evidence of such approval. The Mayor is hereby authorized to execute the Agreement on behalf of the City.

**SECTION 2: AUTHORIZATION OF RENEWALS**

---

The City Manager is hereby authorized to execute future one-year renewal amendments to the Contract for Services with E.P.C.I., consistent with the terms of the Agreement, for up to four (4) optional one-year renewal periods, subject to satisfactory performance and City Council appropriation.

**SECTION 3: TERMINATION OF INTERLOCAL AGREEMENT**

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The Interlocal Agreement for Building Department Services between the City of Mary Esther and Okaloosa County is hereby terminated in accordance with its terms. The City Manager is authorized and directed to deliver any notice of termination required thereunder and to take such further actions as may be necessary to effectuate an orderly transition of services to E.P.C.I.

**SECTION 4: JURISDICTION**

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If any word, phrase, clause, sentence, or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, sentence, or paragraph hereof.

**SECTION 5: REPEALER CLAUSE**

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All City of Mary Esther Resolutions or parts of Resolutions, and any City of Mary Esther Policies or parts of Policies, which are in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6: EFFECTIVE DATE**

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This resolution shall take effect immediately upon its passage and adoption.

*SO DONE* this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

By:

Approved as to form and legality:

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Chris Stein,  
Mayor  
City of Mary Esther,  
Florida

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Hayward Dykes, Jr.,  
City Attorney

Attest:

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Dillon Morris,  
City Clerk

Time Adopted: \_\_\_\_\_

## **CONTRACT FOR SERVICES**

**City of Mary Esther, Florida**

*and*

**E.P. Consultants, Inc. (E.P.C.I.)**

*Third-Party Building Plan Review and Inspection Services*

---

WHEREAS, the City of Mary Esther, Florida (the "City") requires high-quality professional building plan review and inspection services sensitive to community needs; and

WHEREAS, the City conducted a competitive solicitation process pursuant to RFP 2025-02, and E.P.C.I. (the "Agency") proposes to provide building plan review and inspection services for the City of Mary Esther, pursuant to RFP 2025-02 to provide plan review and inspection services, excluding any plan reviews and inspection services currently being provided by the Ocean City-Wright Fire Department.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained in this Agreement, the parties agree as follows:

### **1. Services Provided**

The Agency shall provide for the City a Building Official, Plans Examiners, and Inspectors whose duties shall include building plan reviews, building inspections, necessary services related to contacts with residents and City officials, and all associated tasks necessary to meet all of the inspection needs of the City, in accordance with the Scope of Services set forth in RFP 2025-02.

The City of Mary Esther shall provide its own permitting staff for the intake, processing, and issuance of permits, including zoning and land use verification, customer service, and application sufficiency review. The Agency's role shall be limited to plan review and inspections as described herein.

The City of Mary Esther shall collect all permit fees and disburse collected fees by the 15th day of each month to the appropriate party. E.P.C.I. shall provide an invoice for services monthly for work performed.

### **2. Qualifications**

Inspectors provided by the Agency shall be licensed, and the Agency shall designate a Florida-licensed Building Code Administrator to serve as the City's Building Official. The City Manager will formally appoint this individual pursuant to Chapter 553, Florida Statutes. Inspectors shall be certified in all areas necessary for the City's inspection needs, including, but not limited to,

Building, Mechanical, Electrical, Plumbing, Fire Safety, and Plan Review as required by the State of Florida (Chapter 468, Part XII, Florida Statutes).

The Agency shall provide copies of all applicable licenses and certifications upon execution of this Agreement and shall notify the City immediately of any changes to licensure status during the term of this Agreement. Notwithstanding paragraph 5 below, if the Agency fails to maintain the licenses and certifications required for its services during the term of the contract and any extensions, the City may terminate this Agreement immediately for material breach without penalty.

### **3. Compensation & Support**

The Agency shall provide:

- Salary and benefits, including Worker's Compensation and Liability Insurance for its Inspectors and Plans Examiners.
- Field communication equipment.
- Vehicle or mileage allowance for inspectors.
- Supplemental systems, support, and administrative coordination.
- A staff of specialists available to assist in zoning and building code enforcement activities and available for backup inspection purposes when the principal inspectors are unavailable.
- Assistance in Flood Plain Management.

The City of Mary Esther shall provide office space, desk, copier, and phone service for the Agency, as well as permitting staff and related office support for permitting operations.

### **4. Term**

The initial term of this Agreement shall be one (1) year from execution, with up to four (4) optional one-year renewal periods, for a potential total contract term of five (5) years. The Agreement may renew for consecutive one-year terms upon mutual agreement of City and the Agency and provided written notice at least sixty (60) days prior to expiration. Renewals are subject to satisfactory performance and City Council appropriation.

During the Agreement term, the City shall not negotiate with or hire any individual employed by the Agency.

### **5. Termination**

The City may terminate this Agreement for cause with thirty (30) days written notice and an opportunity to cure. The City may terminate for convenience with ninety (90) days written notice. In the event of termination for cause, the terminating party shall provide written notice identifying the reasons for termination. The Agency must complete all inspection services for which it has been paid. Upon termination, the Agency shall cooperate in the transition of services to a successor provider.

## **6. Implementation of Building Codes**

The Agency shall implement and enforce the Florida Building Code, the Mary Esther Land Development Code, and all applicable laws and regulations for the City, and shall provide adequate personnel and equipment for such purposes. The Agency shall utilize the City's GovWell permitting platform for all plan review assignments, inspection scheduling, and documentation of results in real time.

## **7. Licensing**

This Agreement does not authorize construction work by unlicensed persons or organizations. The Agency shall not issue a permit to any contractor, subcontractor, or other person not properly licensed and authorized under Florida law.

## **8. Ancillary & Planning Services**

Planning services or functions not covered by permits, including pre-application meetings, Technical Review Committee appearances, general professional consulting, emergency or after-hours response, unsafe building evaluations, stop work order enforcement visits, and special magistrate or court testimony, shall be billed at the rates set forth in the approved fee schedule or as separately agreed in writing. No additional time shall be compensated unless approved by the Mary Esther City Council.

## **9. Fee Distribution**

All permit fees collected shall be distributed as follows: sixty-five percent (65%) paid to the Agency as compensation for all plan review and inspection services; and thirty-five percent (35%) retained by the City. The City may also retain a five percent (5%) technology and compliance surcharge (minimum \$5.00) from all gross permit revenue, which is excluded from the revenue-share calculation. Permit fees shall be established by the City's most recently approved Fee Schedule. Agency has reviewed the City's Fee Schedule and confirms that the fee schedule is adequate for the services provided in this Agreement.

Compensation for any single permit shall not exceed \$10,000.00 without a written Special Project Agreement executed by both parties.

## **10. Non-Fee Inspections**

The Agency shall perform inspections for which no permit fee is required (e.g., complaints, maintenance inspections) at the direction of the City Manager or the City Council. Such services shall be billed at \$100.00 per hour, with a one (1) hour minimum.

## **11. Appeals**

Applicants may appeal Agency decisions pursuant to City ordinances. The Agency shall comply with determinations made pursuant to such appeals.

## **12. Monthly Reports**

The Agency shall provide monthly statements of services rendered and a recap of permits issued, including the number of plan reviews completed by permit type, average plan review turnaround time, number of inspections performed by type, and pass/fail rates. All work shall be documented in GovWell to ensure consistent reporting.

## **13. Insurance**

The Agency shall maintain the following insurance coverage throughout the contract term:

- General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Professional Liability (Errors & Omissions): \$1,000,000 per claim
- Automobile Liability: \$1,000,000 combined single limit
- Workers' Compensation: Statutory limits

The City of Mary Esther shall be named as additional insured on general liability and automobile policies. Certificates of insurance must be provided prior to contract execution and upon request of the City.

## **14. Commencement of Services**

The Agency agrees to provide services commencing on \_\_\_\_\_.

## **15. Miscellaneous**

- Florida law governs this Agreement. Venue shall lie in Okaloosa County, Florida.
- Neither party may assign this Agreement without the written consent of the other.
- Modifications must be made in writing and executed by both parties.
- If an inspector's performance is unsatisfactory, the Agency shall replace them within thirty (30) days or be deemed in breach.
- The Agency certifies it is not on any Scrutinized Companies list per Section 287.135, Florida Statutes.
- RFP 2025-02 and EPCI's response are incorporated into this Agreement by reference. In the event of a conflict between these documents and this Agreement, the terms of this Agreement shall prevail. The City expressly retains all rights, benefits, and protections of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed a waiver of such immunity.

So Done this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Time Adopted: \_\_\_\_\_

**CITY OF MARY ESTHER, FLORIDA**

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

**Chris Stein, Mayor**

**E.P. CONSULTANTS, INC. (E.P.C.I)**

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

**Michael "Scooter" Hodges, Co-Founder**

**ATTEST:**

\_\_\_\_\_  
**Dillon Morris**

**City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Hayward Dykes, City Attorney**

# AGENDA ITEM

Agenda Item 8.4.

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

**FROM:** Jared Cobb, City Manager

**DATE:** May 18, 2026

**SUBJECT:** Consideration: Award of Bid for the Azalea Park and Caswell Circle Neighborhood Improvements Project

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## BACKGROUND:

The Azalea Park and Caswell Circle Neighborhood Improvements Project addresses long-standing infrastructure needs in two of the City's residential neighborhoods. The project was bid as a base scope of work plus seven additive alternates covering street resurfacing, curb and gutter replacement, sidewalk improvements, and sewer rehabilitation, allowing the City to scale the contract to match available funding.

Sealed bids were opened publicly on April 9, 2026. Two bids were received — from ECSC, LLC and Pensacola Concrete Construction Co., Inc. The Engineer of Record, Jacobs, has reviewed the bids and recommends award to ECSC, LLC as the apparent lowest responsible bidder. ECSC, LLC submitted the lowest total price for the base bid as well as the lowest grand total across the base bid and all additive alternates. A complete bid tabulation prepared by Jacobs is attached for Council's reference.

## DISCUSSION:

*Relationship to the CDBG Application Decision.* The scope of the bid award depends on the action Council takes earlier in this meeting on the FFY 2025 CDBG application. Any additive alternates included in a CDBG application must be excluded from this bid award and procured separately under CDBG procurement requirements if those funds are awarded. The recommended bid award scope and total under each CDBG scenario is as follows:

- **If Council submits a CDBG application for the Springdale Sewer Rehabilitation only (staff recommended):** Award the Base Bid plus Additive Alternates 1, 2, 4, 5, and 6, for a total of **\$5,126,174.64**. Additive Alternate 7 (Springdale) would be rejected and pursued separately under the CDBG award process. Staff further recommends excluding Additive Alternate 3 (Azalea Park Sidewalks) from this award. Unlike the Caswell Circle sidewalks, which replace existing sidewalk infrastructure, the Azalea Park sidewalks would be new construction. Deferring this work preserves a portion of the City's half-cent sales tax revenue, which could be needed to cover unforeseen costs or change orders on the Azalea Park / Caswell Circle work being awarded, or applied to another eligible capital project in the future.
- **If Council submits a CDBG application for the Azalea Park / Caswell Circle**

**Improvements only:** Award the Base Bid plus Additive Alternate 7 (Springdale), for a total of **\$5,209,804.96**. Additive Alternates 1 through 6 would be rejected and pursued separately under the CDBG award process.

- **If Council submits CDBG applications for both projects:** Award the Base Bid only, for a total of **\$3,406,449.46**. All seven additive alternates would be rejected and pursued separately under the CDBG award process.

*Funding Source Eligibility.* As noted in the Jacobs Recommendation of Award, certain items within the base bid and additive alternates may not be eligible under the State Revolving Fund (SRF) program and may require identification of an alternate funding source. Staff is working with the City's funding partners to confirm final eligibility prior to contract execution.

*Next Steps.* Following Council's action on the bid award, staff will work with Jacobs, the City Attorney, and ECSC, LLC to finalize the construction contract documents, performance and payment bonds, and insurance certificates. The executed contract and an accompanying resolution will be brought back to Council at the June 1, 2026 council meeting for approval and authorization for the Mayor to sign.

#### **FINANCIAL IMPACT:**

The total bid award amount will depend on Council's CDBG decision earlier in the meeting, with potential totals ranging from \$3,406,449.46 (base bid only) to \$5,209,804.96 (base bid plus the Springdale alternate).

Funding sources are anticipated to include an SRF loan for the water portion of the project, an SRF loan for the sewer portion of the base bid, the Discretionary Sales Tax Fund for streets, curbs, gutters, sidewalk replacement, and stormwater improvements, and either an SRF loan or utility fund reserves for the Springdale neighborhood sewer improvements identified as Alternate #7 in the bid documents. Final funding allocations will be confirmed prior to contract execution.

#### **RECOMMENDATION:**

Staff requests that the City Council take one of the following actions, consistent with its action on the CDBG application earlier in this meeting:

1. **(Staff Recommended, paired with Springdale-only CDBG application)** Motion to award the bid for the Azalea Park and Caswell Circle Neighborhood Improvements Project to ECSC, LLC for the Base Bid and Additive Alternates 1, 2, 4, 5, and 6 in the amount of \$5,126,174.64, reject Additive Alternates 3 and 7, and direct staff to bring the construction contract back to Council for approval at the June 1, 2026, regular meeting; **OR**
2. **(Paired with Azalea-only CDBG application)** Motion to award the bid for the Azalea Park and Caswell Circle Neighborhood Improvements Project to ECSC, LLC for the Base Bid and Additive Alternate 7 in the amount of \$5,209,804.96, reject Additive Alternates 1 through 6, and direct staff to bring the construction contract back to Council for approval at the June 1, 2026, regular meeting; **OR**

3. **(Paired with applications for both CDBG projects)** Motion to award the bid for the Azalea Park and Caswell Circle Neighborhood Improvements Project to ECSC, LLC for the Base Bid in the amount of \$3,406,449.46, reject all additive alternates, and direct staff to bring the executed construction contract back to Council for approval at the June 1, 2026, regular meeting.

**ATTACHMENT(S):**

1. Exhibit A: Recommendation to Award
2. Exhibit B: Bid Tabulation



Challenging today.  
Reinventing tomorrow.

Jacobs Engineering Group In  
25 W. Cedar Stree  
Suite 350  
Pensacola FL32502

April 16, 2026

Shawn Lindsey  
Public Works Director  
City of Mary Esther  
195 N Cristobal Road  
Mary Esther, FL32569

Subject: Azalea Park and Caswell Circle Neighborhood Improvements  
Jacobs Project No. D3632500 | RFQ2026 -01-0-2026/DM  
**Recommendation of Award**

Dear Mr. Lindsey:

On April 9, 2026, the City of Mary Esther received and publicly opened sealed bids for the Azalea Park & Caswell Circle Neighborhood Improvements project. Jacobs was present at the bid opening to document and tabulate the submitted prices. Two (2) bids were received from the following contractors:

**ECSC, LLC**  
**Pensacola Concrete Construction Co., Inc.**

A summary of the base bid and all additive alternates is provided below.

| Bid Item  | ECSC, LLC      | Pensacola Concrete Construction Co., Inc. |
|---|----------------|---|
| Base Bid  | \$3,406,449.46 | \$3,830,445.38                            |
| Additive Alternate No. 1 - Azalea Park Street Resurfacing           | \$709,762.88   | \$637,700.00                              |
| Additive Alternate No. 2 - Azalea Park Curb & Gutter Replacement    | \$652,748.00   | \$819,440.00                              |
| Additive Alternate No. 3 - Azalea Park Sidewalks                    | \$1,033,954.72 | \$1,108,765.00                            |
| Additive Alternate No. 4 - Caswell Circle Street Resurfacing        | \$70,616.59    | \$79,725.00                               |
| Additive Alternate No. 5 - Caswell Circle Curb & Gutter Replacement | \$143,067.71   | \$186,462.84                              |

| Bid Item   | ECSC, LLC      | Pensacola Concrete Construction Co., Inc. |
|--|----------------|---|
| Additive Alternate No. 6 - Caswell Circle Sidewalk Replacement               | \$143,530.00   | \$192,860.00                              |
| Additive Alternate No. 7 - Mary Esther Dr. Sewer Rehabilitation (Springdale) | \$1,803,355.50 | \$1,805,884.20                            |

*Note: Additive Alternate No. 1 was lower for Pensacola Concrete Construction Co., Inc. The Base Bid forms the basis of award.*

## Recommendation

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Based on the bid tabulation, Jacobs recommends award of the contract to **ECSC, LLC** as the apparent low bidder, with a Base Bid of **\$3,406,449.46**.

This recommendation is based on the bid tabulation and responsiveness of the apparent low bidder. The determination of which additive alternates to include in the final contract award remains at the sole discretion of the City. Regardless of which combination of alternates the City elects to fund or award, ECSC, LLC remains the apparent low bidder.

The City should confirm final funding source eligibility for all bid items prior to contract execution, as certain items within the base bid and additive alternates may not be eligible under the State Revolving Fund (SRF) program and may require identification of an alternate funding source .

Jacobs' recommendation is provided in accordance with the Contract Documents and applicable procurement requirements.

Jacobs is available to assist the City with the contracting process and stands ready to provide any additional information as needed. Please do not hesitate to contact us with any questions.

Respectfully submitted,

Patrick "Shep" Shepherd  
Sr. Project Manager



## AZALEA PARK AND CASWELL CIRCLE NEIGHBORHOOD IMPROVEMENTS — BID TABULATION



City of Mary Esther, FL | Project No. D3632500 | Bid Opening Date: April 9, 2026 2:00PM CDT | Engineer of Record: Jacobs

| Item   | Description  | ECSC Total            | PCC Total             |
|--|--|-----------------------|-----------------------|
|  | <b>Total For Base Bid</b>  | <b>\$3,406,449.46</b> | <b>\$3,830,445.38</b> |
|  | <b>ADDITIVE ALTERNATE NO. 1 – AZALEA PARK ROADWAY REHABILITATION</b> | <b>\$709,762.88</b>   | <b>\$637,700.00</b>   |
|  | <b>ADDITIVE ALTERNATE NO. 2 – AZALEA PARK CURB &amp; DRIVEWAYS</b>   | <b>\$652,748.00</b>   | <b>\$817,440.00</b>   |
|  | <b>ADDITIVE ALTERNATE NO. 3 – AZALEA PARK SIDEWALKS &amp; ADA</b>    | <b>\$1,033,954.72</b> | <b>\$1,108,765.00</b> |
|  | <b>ADDITIVE ALTERNATE NO. 4 – CASWELL CIRCLE ROADWAY</b>             | <b>\$70,616.59</b>    | <b>\$79,725.00</b>    |
|  | <b>ADDITIVE ALTERNATE NO. 5 – CASWELL CURB &amp; DRIVEWAYS</b>       | <b>\$143,067.71</b>   | <b>\$186,462.84</b>   |
|  | <b>ADDITIVE ALTERNATE NO. 6 – CASWELL SIDEWALKS</b>                  | <b>\$143,530.00</b>   | <b>\$192,860.00</b>   |
|  | <b>ADDITIVE ALTERNATE NO. 7 – MARY ESTHER DRIVE SEWER PROGRAM</b>    | <b>\$1,803,355.50</b> | <b>\$1,805,884.20</b> |
| <b>GRAND TOTAL (Base Bid + All Alternates)</b> |  | <b>\$7,963,484.86</b> | <b>\$8,659,282.42</b> |

Lowest Responsible Bidder: ESCS Inc.

Prepared By: Patrick "Shep" Shepherd - Jacobs Engineering

Recommendation Date: 4/20/26

# AGENDA ITEM

Agenda Item 8.5.

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

**FROM:** Jared Cobb, City Manager

**DATE:** May 18, 2026

**SUBJECT:** Consideration: First Amendment to Master Services Agreement with Kimley-Horn

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## **BACKGROUND:**

The City of Mary Esther has a Master Services Agreement (MSA) with Kimley-Horn and Associates, Inc. for professional engineering and consulting services. During a routine review of the MSA, Kimley-Horn identified that the existing indemnification provision exceeds the limits permitted under Section 725.08, Florida Statutes, which governs indemnification in design professional service contracts with public agencies.

Section 725.08 limits the indemnification a public agency may require from a design professional to liability arising from the negligence, recklessness, or intentional wrongful misconduct of the design professional. An indemnification clause that exceeds these statutory limits is unenforceable as a matter of Florida law. The current provision in the MSA is also uninsurable, because professional liability insurance covers only the consultant's own negligent acts.

## **DISCUSSION:**

Kimley-Horn has prepared a proposed First Amendment that replaces the existing indemnification language with language drawn directly from Section 725.08, Florida Statutes. This brings the contract into compliance with Florida law and ensures that the City's indemnification rights are enforceable if a claim ever arises. The amendment is limited to the indemnification provision and does not modify the scope of services, fee schedule, term, or any other provision of the MSA.

The City Attorney has reviewed the proposed amendment and concurs that the revised language is consistent with Section 725.08 and protects the City's interests to the maximum extent permitted by law.

## **FINANCIAL IMPACT:**

There is no direct financial impact. The amendment does not modify compensation, scope, or term under the Master Services Agreement.

## **RECOMMENDATION:**

Motion to approve the First Amendment to the Master Services Agreement with Kimley-Horn

and Associates, Inc., and to authorize the City Manager to execute the amendment.

**ATTACHMENT(S):**

1. Exhibit A: First Amendment to Master Services Agreement with Kimley-Horn

**AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment number 1 dated May 18, 2026, to the agreement the City of Mary Esther ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated June 21, 2021 ("Effective Date") (the Agreement").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Kimley-Horn and the Client agree that as of the Effective Date, the Agreement shall be amended as follows:

Section 1 shall be deleted in its entirety and replaced with the following:

"SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #2021-02) (excluding any indemnification provision contained therein), and any exhibits, schedules and attachment hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. All prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein."

Section 12 shall be added at the end of the Agreement and it shall be read as follows:

"SECTION 12. INDEPENDENT CONSULTANT AND INDEMNITY. At all times the consultant will be an independent contractor and shall agree to indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract."

CLIENT:

CITY OF MARY ESTHER

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

Title: \_\_\_\_\_

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

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

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

Title: \_\_\_\_\_

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