



**Agenda
Regular Meeting
of the Mary Esther City Council
July 6, 2026 - 6:00 PM**

195 Christobal Road – North, Mary Esther, FL 32569

- 1. INVOCATION**
- 2. CALL TO ORDER**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL**
- 5. APPROVAL OF THE AGENDA**
- 6. SPECIAL PRESENTATIONS**
 - 6.1. Yard of the Month - July 2026**
- 7. CONSENT AGENDA**
 - 7.1. Minutes of the May 18th, 2026, Local Planning Agency Meeting**
 - 7.2. Minutes of the May 18th, 2026, Special Council Meeting**
 - 7.3. Minutes of the June 1st, 2026, Local Planning Agency Meeting**
 - 7.4. Minutes of the June 1st, 2026, Regular Council Meeting**
 - 7.5. Monthly Financial Report**
 - 7.6. Monthly Performance Report**
- 8. CITIZENS WHO HAVE REQUESTED TO BE PLACED ON THE AGENDA**
 - 8.1. Chris Waggenspack - 23 E. Lane**
- 9. PUBLIC COMMENT (NON-AGENDA ITEMS)**
- 10. UNFINISHED BUSINESS**
 - 10.1. Ordinance 2026-02: Electric Bicycles, Motorized Scooters, and Micromobility Devices**
 - 10.2. Ordinance 2026-03: Election Date Change**
 - 10.3. Ordinance 2026-04: Rezone Request for 180 Mary Esther Boulevard**
- 11. NEW BUSINESS**
 - 11.1. Resolution 26-12: Approval of FDEP Grant Agreement No. L0260 for Stormwater Drainage Improvements**
 - 11.2. Consideration: 2026 Florida League of Cities Annual Conference Voting Delegate Selection**
 - 11.3. Discussion: Veterans Day Parade & Celebration — Event Operations Plan**
 - 11.4. Discussion: Code and Blight issues**
 - 11.5. Discussion: Citizens Appearing Before the Council Policy**
- 12. COUNCILS' STANDING COMMITTEE STATUS REPORTS**
- 13. OTHER COMMENTS**
- 14. ADJOURN**

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

WATCHING AND PARTICIPATION

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

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

NOTES:

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

AGENDA ITEM

Agenda Item 6.1.

TO: Honorable Mayor and Members of the City Council

FROM: Dillon Morris, City Clerk

DATE: July 6, 2026

SUBJECT: Yard of the Month - July 2026

BACKGROUND:

The Yard of the Month program recognizes residents who go above and beyond in maintaining their properties, enhancing the community's overall appearance. Residents can nominate any yard within the Mary Esther city limits, including their own.

DISCUSSION:

We received four nominations for the July Yard of the Month: 3 Caswell Cir., 8 Oleander Pkwy., 61 Mary Esther Dr., 147 Brewer Cir. The property owners have been contacted and have expressed interest in participating.

FINANCIAL IMPACT:

The Mayor awards the winner a certificate and branded items from the City of Mary Esther, with the items varying each month based on availability.

RECOMMENDATION:

Motion to select _____ as the Yard of the Month for July 2026.

ATTACHMENT(S):

1. July Yard of the Month Submissions

3 Casewell Cir.







61 Mary Esther Dr.







147 Brewer Cir.







8 Oleander Pkwy.













MINUTES
SPECIAL MEETING
of THE MARY ESTHER LOCAL PLANNING AGENCY
May 18, 2026 - 5:45 PM
195 Christobal Road – North, Mary Esther, FL 32569

LOCAL PLANNING AGENCY PRESENT

Chris Stein, Chairman
Bernie Oder, Board Member
Susan Coxwell, Board Member

April Sutton, Board Member
Larry Carter, Board Member
Richard Lawson, Board Member

CITY STAFF PRESENT

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

Kelvin Cherry, Code Compliance Officer
Tyler Reed, Community Development Director

1. INVOCATION

No invocation was given.

2. CALL TO ORDER

The meeting was called to order by Chairman Stein at 5:45 p.m.

3. PLEDGE OF ALLEGIANCE

Chairman Stein led the Pledge of Allegiance.

4. ROLL CALL

The City Clerk called the roll as reflected above.

5. ADMINISTRATION OF OATH TO THOSE PERSONS TESTIFYING

City Manager Jared Cobb administered the oaths to everyone testifying.

6. ITEMS FOR CONSIDERATION

6.1. Variance — 22 Misty Water Lane

Tyler Reed, Community Development Director, presented the background for the variance request at 22 Misty Water Lane. Trey Goodwin, 315 E. Hollywood Blvd, discussed some of the reasons for this variance request and introduced Charles Gauthier to present. Charles Gauthier, 1780 Copperfield Cir, provided the board with additional information regarding the lot (see attachments). Trey Goodwin provided a final summary of the presentation. There was some discussion among the board. John Moll, 18 Misty Water Ln, discussed his view of the water being affected by the house, the construction practices, and the house's violation. There was some further discussion among the board. Estephan Daher, 22 Misty Water Ln, answered some of the board's questions and comments. Chairman Stein asked if the board wished to discuss the topic further. Hearing none, Chairman Stein asked for a motion to recommend approval of 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. Boardmember Oder initiated the motion, seconded by Boardmember Coxwell. The motion passed 4-1.

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

7. ADJOURN

The meeting adjourned at 6:42 p.m.

**Minutes approved at the _____
meeting.**

Dillon Morris, City Clerk

DRAFT

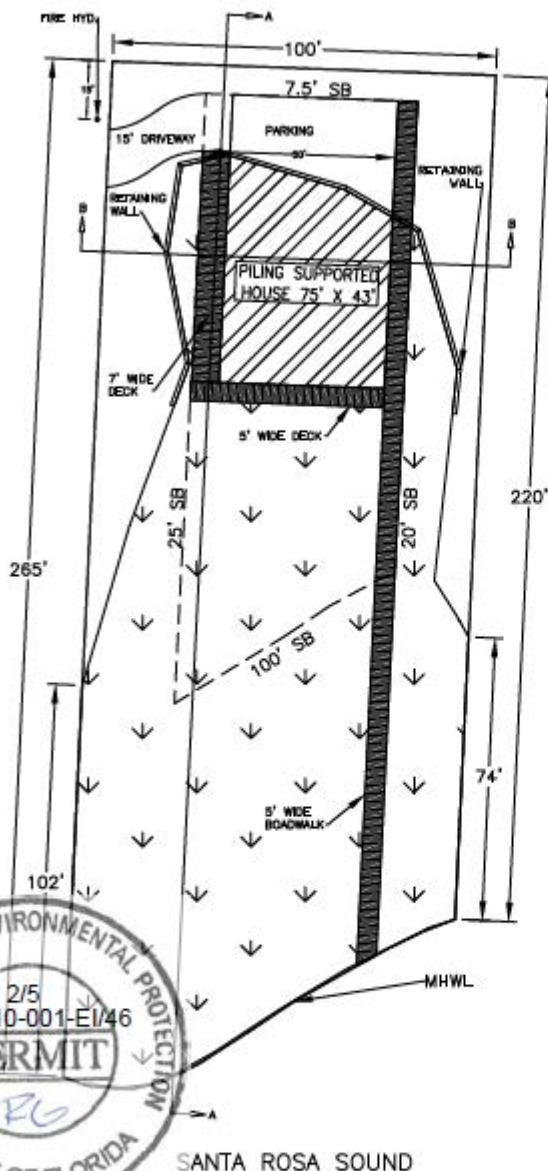




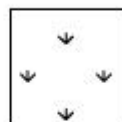
30° 24' 26.2" N
86° 39' 1.0" W



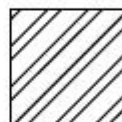
MISTY WATER LANE



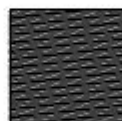
UPLAND AREA
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(0.13 AC)



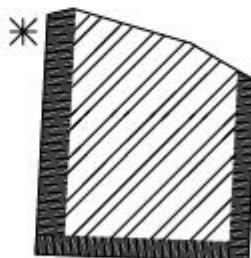
FDEP REMAINING
WETLAND AREA
14,851 Sq Ft
(0.34 AC)



FDEP PILING
SUPPORTED WETLAND
IMPACT AREA 2,288
Sq Ft (0.05 AC)



FDEP DECKS AND
BOARDWALK WETLAND
IMPACT AREA 1,649
Sq Ft (0.04 AC)



FDEP HOUSE
AND DECKS
WETLAND
IMPACT AREA
3,208 Sq Ft
(0.07 AC)



SANTA ROSA SOUND



Applicant: Binh Cao
Project No: 2260.001
County: Okaloosa
Parcel ID No: 16-2S-24-2630-0004-0180

Purpose: Proposed
Date: 09/05/2017
Sheet No: 2 of 5



**MINUTES
REGULAR MEETING
of THE MARY ESTHER CITY COUNCIL
May 18, 2026 - 6:15 PM**

195 Christobal Road – North, Mary Esther, FL 32569

CITY COUNCIL PRESENT

Chris Stein, Mayor
April Sutton, Councilmember
Bernie Oder, Councilmember

Susan Coxwell, Mayor Pro Tem
Larry Carter, Councilmember
Richard Lawson, Councilmember

CITY STAFF PRESENT

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

Heather Day, Finance Director
Kelvin Cherry, Code Compliance Officer
Tyler Reed, Community Development Director

OTHERS PRESENT

Chad Rewis, OSCO Captain

Jeff Wagner, OCWFD Chief

1. INVOCATION

No invocation was given.

2. CALL TO ORDER

The meeting was called to order by Mayor Stein at 6:51 p.m.

3. PLEDGE OF ALLEGIANCE

Mayor Stein led the Pledge of Allegiance.

4. ROLL CALL

The City Clerk called the roll as reflected above.

5. APPROVAL OF THE AGENDA

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

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

6. SPECIAL PRESENTATIONS

6.1. Presentation: Fair Housing Workshop

Jeffery Winter, Cornerstone Community Partners, discussed the fair housing procedures for Mary Esther and affirmed the organization's commitment to fair housing practices.

7. UNFINISHED BUSINESS

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

Mayor Stein asked City Clerk Morris to read the title of Resolution 26-08 into the record, to

which he did.

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.

City Manager Jared Cobb discussed the application process and recommended the Springdale grant application. Jeffery Winter provided further discussion on this topic. Mayor Stein asked if the council wished to discuss the topic further. Councilmember Sutton motioned to adopt Resolution 26-08, seconded by Mayor Pro Tem Coxwell. The motion passed unanimously.

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

8. NEW BUSINESS

8.1. Variance: 22 Misty Water Lane – Rear Yard Setback

Tyler Reed, Community Development Director, presented the background for the variance request at 22 Misty Water Lane. Mayor Stein asked if the council wished to discuss the topic further. Hearing none, Mayor Stein asked for a 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. Councilmember Oder initiated the motion, seconded by Councilmember Carter. The motion passed 4-1.

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

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

Tyler Reed, Community Development Director, provided background on resolution 26-09 being brought before the council. There was some discussion among the council. Mayor Stein asked City Clerk Morris to read the title of Resolution 26-09 into the record, to which he did.

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.

Mayor Stein asked if the council wished to discuss the topic further. Hearing none, Mayor Stein asked for a 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. Councilmember Lawson initiated the motion, seconded by Councilmember Oder. The motion passed 4-1.

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

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

Tyler Reed, Community Development Director, discussed the background on why Resolution 26-10 is being brought before the council. There was some discussion among the council. Mayor Stein asked City Clerk Morris to read the title of Resolution 26-10 into the record, to which he did.

RESOLUTION 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.

Mayor Stein asked if the council wished to discuss the topic further. Hearing none, Mayor Stein asked for a 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 authorize the city manager to provide the required 90 day notice of termination of the interlocal agreement for building department services with Okaloosa County. Councilmember Oder initiated the motion, seconded by Mayor Pro Tem Coxwell. The motion passed 4-1.

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

8.4. Consideration: Award of Bid for the Azalea Park and Caswell Circle Neighborhood Improvements Project

Jared Cobb, City Manager, discussed the bids received for Azalea Park and the process to award the base bid and alternates. Mayor Stein asked if the council wished to discuss the topic further. Hearing none, Mayor Stein asked for a motion to award the bid for the Azalea Park and Caswell Circle Neighborhood Improvements Project to ECSC, LLC for the Base Bid and to negotiate Alternates 1, 2, 4, 5, 6, and 7 and reject alternate 3, and direct staff to bring the construction contract back to the council for approval at the June 1, 2026, regular meeting. Councilmember Oder initiated the motion, seconded by Councilmember Oder. The motion passed unanimously.

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

8.5. Consideration: First Amendment to Master Services Agreement with Kimley-Horn

Jared Cobb, City Manager, discussed the master service agreement with Kimley-Horn and the upcoming bidding process for many contracts with City Attorney Dykes, adding more information. Mayor Stein asked if the council wished to discuss the topic further. Hearing none, Mayor Stein asked for a 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. Councilmember Oder initiated the motion, seconded by Mayor Pro Tem Coxwell. The motion passed unanimously.

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

9. ADJOURN

Councilmember Carter asked whether, in the future, Community Development Director Reed could provide a summary of his agenda items rather than reading them verbatim. Councilmember Oder asked City Attorney Dykes whether he had to, and City Attorney Dykes stated that staff reports can be entered into evidence.

Councilmember Sutton discussed the city's receipt of a yearbook from Mary Esther Elementary to display in City Hall and to honor the school's history with the city.

City Clerk Morris asked for direction on when the council would like their new swearing-in dates for the upcoming election change ordinance, with the council reaching a consensus to set them for the first regular December meeting.

The council meeting adjourned at 7:41 p.m.

Minutes approved at the _____ meeting.

Dillon Morris, City Clerk

DRAFT



**MINUTES
SPECIAL MEETING
of THE MARY ESTHER LOCAL PLANNING AGENCY
June 1, 2026 - 5:00 PM
195 Christobal Road – North, Mary Esther, FL 32569**

LOCAL PLANNING AGENCY PRESENT

Chris Stein, Chairman
Bernie Oder, Board Member
Susan Coxwell, Board Member

April Sutton, Board Member
Larry Carter, Board Member
Richard Lawson, Board Member

CITY STAFF PRESENT

Jared Cobb, City Manager
Hayward Dykes, City Attorney
Dillon Morris, City Clerk

Tyler Reed, Community Development Director

1. INVOCATION

No invocation was given.

2. CALL TO ORDER

The meeting was called to order by Chairman Stein at 5:00 p.m.

3. PLEDGE OF ALLEGIANCE

Chairman Stein led the Pledge of Allegiance.

4. ROLL CALL

The City Clerk called the roll as reflected above.

5. ADMINISTRATION OF OATH TO THOSE PERSONS TESTIFYING

City Clerk Morris administered the oath to all those wishing to speak.

6. ITEMS FOR CONSIDERATION

6.1. Rezone Request: 180 Mary Esther Blvd.

Tyler Reed, Community Development Director, entered the staff report into the record and discussed rezoning 180 Mary Esther Blvd from C-1 to C-2. There was some discussion among the board, with Community Development Director Reed answering the council's questions. Shreepal Parikh, 180 Mary Esther Blvd, discussed adding a new business to the location, issues with the business in the zoning, and seeking a zoning change. There was some discussion among the board, with Shreepal Parikh answering their questions. Chairman Stein opened the floor for public comment, but no public spoke. There was further discussion among the council. Chairman Stein asked if the board wished to discuss the topic further. Hearing none, Chairman Stein asked for a motion to make a recommendation to the City Council for approval of the rezone request from C-1 (Limited Commercial) to C-2 (General Commercial) for the property located approximately one hundred and seventy-one (171) feet south of Hollywood Blvd. and approximately one thousand and eighteen (1,018) feet north of Miracle Strip Pkwy. at the legal address 180 Mary Esther Blvd., Mary Esther, FL. Board Member Lawson initiated the motion, seconded by Board Member Sutton. The motion passed unanimously.

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

NAYS:	None
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7. ADJOURN

Shreepal Parikh expressed a desire for the board and the council to bring more events to the city to attract people.

The board meeting adjourned at 5:14 p.m.

**Minutes approved at the _____
meeting.**

Dillon Morris, City Clerk

DRAFT



**MINUTES
REGULAR MEETING
of THE MARY ESTHER CITY COUNCIL
June 1, 2026 - 6:00 PM**

195 Christobal Road – North, Mary Esther, FL 32569

CITY COUNCIL PRESENT

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

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

CITY STAFF PRESENT

Jared Cobb, City Manager
Hayward Dykes, City Attorney
Dillon Morris, City Clerk

Kelvin Cherry, Code Compliance Officer
Heather Day, Finance Director
Shawn Lindsey, Public Works Director

OTHERS PRESENT

Michael Rader, OSCO Captain

1. INVOCATION

No invocation was given.

2. CALL TO ORDER

The meeting was called to order by Mayor Stein at 6:00 p.m.

3. PLEDGE OF ALLEGIANCE

Mayor Stein led the Pledge of Allegiance.

4. ROLL CALL

The City Clerk called the roll as reflected above.

5. APPROVAL OF THE AGENDA

Mayor Stein asked if the council wished to make any changes to the agenda, mentioning swapping items 11.3 (Rezone Request) and 11.1 (Resolution 26-11). Hearing none others, Mayor Stein asked for a motion to approve the agenda, moving 11.3 to 11.1. Councilmember Sutton initiated the motion, seconded by Councilmember Lawson. The motion passed unanimously.

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

6. SPECIAL PRESENTATIONS

6.1. Yard of the Month - June 2026

The nominations for Yard of the Month for June 2026 were presented to council. Mayor Stein asked if the council wished to discuss the topic further. Hearing none, Mayor Stein asked for a motion to select 251 Brian Cir. as the Yard of the Month for June 2026. Councilmember Sutton

initiated the motion, seconded by Councilmember Lawson. The motion passed unanimously.

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

7. CONSENT AGENDA

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

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

7.1. Minutes of the May 4th, 2026, Regular Council Meeting

7.2. Monthly Financial Report

7.3. Monthly Performance Report

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

8.1. Lisa Wilson - 21276 SW Plantation St.

Lisa Wilson, 21276 SW Plantation St. discussed wanting the ready to serve rate to be removed for her property. There was a discussion among the council with Lisa Wilson and City Manager Cobb answering the council's questions.

9. PUBLIC COMMENT (NON-AGENDA ITEMS)

None.

10. UNFINISHED BUSINESS

None.

11. NEW BUSINESS

11.1. Rezone Request: 180 Mary Esther Blvd.

Tyler Reed, Community Development Director, entered the staff report into the record and discussed changing the zoning of 180 Mary Esther Blvd from C-1 to C-2. Mayor Stein asked City Clerk Morris to read the title of Ordinance 2026-04 (provided in the meeting, see attached) into the record, to which he did.

ORDINANCE NO. 2026-04

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA, AMENDING THE

ZONING MAP OF APPROXIMATELY ONE POINT SIX EIGHT (1.68) ACRES OF LAND GENERALLY LOCATED ON THE EAST SIDE OF MARY ESTHER BLVD. AND SOUTH OF HOLLYWOOD BLVD: FROM C-1 (LIMITED COMMERCIAL) TO C-2 (GENERAL COMMERCIAL); PROVIDING FOR LEGISLATIVE INTENT, IMPLEMENTING ACTIONS, A SAVINGS PROVISION, SCRIVENER'S ERRORS, CONFLICTS, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Stein asked if the council wished to discuss the topic further. Hearing none, Mayor Stein asked for a motion to approve the first reading of Ordinance 2026-04. Councilmember Sutton initiated the motion, seconded by Councilmember Lawson. The motion passed unanimously.

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

11.2. Ordinance 2026-03: Election Date Change

City Clerk Morris discussed Ordinance 2026-03, which would change the election dates going forward to align with national elections in November and extend everyone's terms accordingly. Mayor Stein asked City Clerk Morris to read the title of Ordinance 2026-03 into the record, to which he did.

ORDINANCE NO. 2026-03

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA, AMENDING THE CHARTER OF THE CITY OF MARY ESTHER; AMENDING SECTION 3.05 TITLED "ELECTION AND TERMS"; PROVIDING FOR CODIFICATION; PROVIDING FOR BALLOT QUESTION AND SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Stein asked if the council wished to discuss the topic further. There was some discussion among the council. Mayor Stein asked for a motion to approve a first reading of Ordinance 2026-03 amending the charter of the city to change the regular election date to the first Tuesday after the first Monday in November of each even general election year. Mayor Pro Tem Coxwell initiated the motion, seconded by Councilmember Sutton. The motion passed unanimously.

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

11.3. Resolution 26-11: Contract for the Azalea Park and Caswell Circle Neighborhood Improvements Project with ECSC, LLC

City Manager Cobb discussed Resolution 26-11 presented for approval. Mayor Stein asked City Clerk Morris to read the title of Resolution 26-11 into the record, to which he did.

RESOLUTION NO. 26-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A CONSTRUCTION CONTRACT WITH ECSC, LLC FOR THE AZALEA PARK AND CASWELL CIRCLE NEIGHBORHOOD IMPROVEMENTS PROJECT IN THE AMOUNT OF \$6,929,530.14; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR NOTICE TO PROCEED AUTHORITY FOR ADDITIVE ALTERNATE NO. 7 CONTINGENT UPON THE CITY'S FFY 2025 CDBG AWARD DECISION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Stein asked if the council wished to discuss the topic further. Hearing none, Mayor Stein asked for a motion to adopt Resolution 26-11, approving the construction contract with ECSC, LLC for the Azalea Park and Caswell Circle Neighborhood Improvements Project in the amount of \$6,929,530.14, authorizing the Mayor to execute the Agreement, and authorizing the City Manager to withhold the Notice to Proceed for Additive Alternate No. 7 pending the City's FFY 2025 CDBG award decision. Mayor Pro Tem Coxwell initiated the motion, seconded by Councilmember Sutton. The motion passed unanimously.

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

12. COUNCILS' STANDING COMMITTEE STATUS REPORTS

Councilmember Sutton discussed the ECRC and Walton Committee meetings and the priority No. 16, looking to extend Hollywood Blvd through Hill Ave, and being appointed vice chair of the Okaloosa Walton TPO, and thanked the Ocean City-Wright Fire Department for making Mary Esther Elementary's last day special.

Mayor Pro Tem Coxwell discussed the goodbye to Mary Esther Elementary, and asked about a city hospice program for holiday trees. There was some discussion among the council on this topic with comments from Capt. Rader and City Manager Cobb.

Councilmember Lawson discussed the library's attendance for the summer event.

Mayor Stein discussed the Memorial Day ceremony at the American Legion.

Councilmember Carter discussed the citizen speaker request and the need to provide a follow-up. There was some discussion among the council on this topic, with City Manager Cobb and City Attorney Dykes answering the council's questions.

Councilmember Oder discussed the library cooperative meeting and its organization's benefits, the library's summer program, and a hurricane season preparation PDF from the library cooperative.

13. OTHER COMMENTS

City Attorney Hayward Dykes had no additional comment.

City Clerk Dillon Morris discussed the council's financial disclosure, cybersecurity and ethics training, and reminded the council to check their mailboxes and of his upcoming conference.

City Manager Jared Cobb discussed the special session about the ad valorem tax issue and is almost ready to provide an update on the city hall.

14. ADJOURN

The council meeting adjourned at 6:48 p.m.

**Minutes approved at the _____
meeting.**

Dillon Morris, City Clerk

ORDINANCE NO. 2026-04

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA, AMENDING THE ZONING MAP OF APPROXIMATELY ONE POINT SIX EIGHT (1.68) ACRES OF LAND GENERALLY LOCATED ON THE EAST SIDE OF MARY ESTHER BLVD. AND SOUTH OF HOLLYWOOD BLVD: FROM C-1 (LIMITED COMMERCIAL) TO C-2 (GENERAL COMMERCIAL); PROVIDING FOR LEGISLATIVE INTENT, IMPLEMENTING ACTIONS, A SAVINGS PROVISION, SCRIVENER'S ERRORS, CONFLICTS, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent.

- (a). The City of Mary Esther has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.
- (b). This Ordinance is internally consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Mary Esther*.
- (c). The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

SECTION 2. Adoption of the Amendment to the Official Zoning Map.

- (a). In exercise of its authority, the City Council of the City of Mary Esther, Florida finds it necessary and desirable to adopt and does hereby adopt this amendment and update to the City of Mary Esther's zoning map, attached hereto as Exhibit "D" in order to encourage the most appropriate use of land, water, and resources, consistent with the public interest; and to deal effectively with future problems that may result from the use and development of land within City of Mary Esther, Florida.
- (b). All exhibits to this Ordinance are incorporated into the text and substance of this Ordinance as if fully set forth herein verbatim.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings. The prior actions and activities of the City of Mary Esther relating to the comprehensive planning and land development regulatory programs and actions of the City are hereby ratified and affirmed.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 6. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. Severability. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. Effective Date. This Ordinance shall become effective immediately upon adoption.

So Done this _____ day of _____, 2026.

By: _____

Chris Stein, Mayor
City of Mary Esther, Florida

ATTEST:

Dillon Morris
City Clerk

1st Reading:

Published:

2nd Reading:



City of Mary Esther
Cash and Investment Balances
as of May 31, 2026

BMS Account	GENERAL FUND BANK	Summary of Investments	Fund	INTEREST RATE	Purpose of Acct.
		5/31/2026			
101251	FNBT BANK	\$160,300.00	410	0.00%	Cust. Utility Deposits Acct.
104300	GEN FUND FLORIDA PRIME	\$2,526,351.18	1	3.81%	GF Savings/Investment
104400	W/S FUND FLORIDA PRIME	\$365,784.34	410	3.81%	W/S Savings/Investment
101001	FNBT BANK	\$12,994,383.77	1 & 410	3.85%	Operating Acct.
101210	FNBT BANK	\$175.18	1	0.00%	Payroll Account
101001	FNBT BANK	\$5,144.70	1	0.00%	HRA Account
101001	FNBT BANK	\$1,750,880.31	1 & 410	3.85%	Money Market Account
104301	FLCLASS	\$567,385.02	1	3.70%	GF Investment
104302	AMERIS BANK	\$6,580.01	1	0.00%	GF Investment
		\$18,376,984.51			

FY25-26 ESTIMATED BEGINNING GENERAL FUND UNRESTRICTED CASH	\$6,281,077
FY2026 Budget deficit	(\$2,298,674)
Less Budget Resolution 26-05	(\$721,861)

ESTIMATED GENERAL FUND TOTAL UNRESTRICTED CASH	\$3,260,542
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FY25-26 ESTIMATED BEGINNING W/S FUND UNRESTRICTED CASH	\$6,590,693
FY2026 Budget deficit	(\$298,791)

ESTIMATED W/S FUND TOTAL UNRESTRICTED CASH	\$6,291,902
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FY 25-26 ESTIMATED BEGINNING DISCRETIONARY SALES SURTAX REVENUE FUND	\$2,001,863
FY2026 Revenues	\$570,000
FY2026 Expenditures	(\$2,359,035.00)

ESTIMATED DISCRETIONARY SALES SURTAX FUND BALANCE	\$212,828
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GRAND TOTAL ALL FUNDS:	\$9,765,272
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RESTRICTED REVENUES:

IMPACT FEE REVENUE AVAILABLE FOR RELATED EXPENSES

Fire Protection	\$4,132
Law Enforcement	\$14,760
Stormwater	\$44,965
Transportation	\$77,353
Parks & Recreation	\$37,500
Water & Sewer	\$14,156
TOTAL	\$192,866

OTHER RESTRICTED REVENUE

Committed to natural disaster relief	\$2,127,498
TOTAL	\$2,127,498

TOTAL RESTRICTED REVENUES	\$2,320,364
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City of Mary Esther, FL

Budget vs Actuals

Account Summary

For Fiscal: 2025-2026 Period Ending: 05/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 001 - GENERAL FUND							
Revenue							
Department: 00 - UNDESIGNATED							
001-00-311100	AD VALOREM TAXES	2,287,397.00	2,287,397.00	60,107.08	2,234,011.67	2,234,011.67	53,385.33
001-00-311200	AD VALOREM TAXES-DELO	65,000.00	65,000.00	0.00	0.00	0.00	65,000.00
001-00-312130	TOURIST DEVELOPMENT TAX	546,061.00	546,061.00	0.00	0.00	0.00	546,061.00
001-00-312410	FIRST LOCAL OPTION FUEL TAX	185,000.00	185,000.00	16,532.95	102,908.28	102,908.28	82,091.72
001-00-314100	UTILITY TAXES-ELECTRIC	235,000.00	235,000.00	17,900.30	130,736.98	130,736.98	104,263.02
001-00-314200	UTILITY TAXES-COMMUNICATION SE...	200,000.00	200,000.00	20,529.53	135,550.80	135,550.80	64,449.20
001-00-314300	UTILITY TAXES-WATER	130,000.00	130,000.00	11,844.00	89,039.80	89,039.80	40,960.20
001-00-314400	UTILITY TAXES-GAS	43,000.00	43,000.00	5,934.60	33,693.10	33,693.10	9,306.90
001-00-314800	UTILITY TAXES -PROPANE GAS	200.00	200.00	0.00	36.54	36.54	163.46
001-00-316010	BUSINESS TAX - PENALTY INT	900.00	900.00	81.25	2,435.50	2,435.50	-1,535.50
001-00-316100	BUSINESS TAX	99,000.00	99,000.00	425.00	27,782.50	27,782.50	71,217.50
001-00-322000	BUILDING PERMITS	100,000.00	100,000.00	355.00	6,557.23	6,557.23	93,442.77
001-00-323100	ELECTRICITY FRANCHISE FEES	210,000.00	210,000.00	11,921.46	90,249.08	90,249.08	119,750.92
001-00-323400	GAS FRANCHISE FEES	40,000.00	40,000.00	2,922.69	30,320.45	30,320.45	9,679.55
001-00-324120	IMPACT FEES-FIRE PROTECTION	0.00	0.00	0.00	2,788.50	2,788.50	-2,788.50
001-00-324125	IMPACT FEES-LAW ENFORCEMENT	0.00	0.00	0.00	1,828.00	1,828.00	-1,828.00
001-00-329050	TRACKING FEES	2,000.00	2,000.00	160.00	2,280.00	2,280.00	-280.00
001-00-335120	STATE REVENUE SHARING PROCEEDS	198,000.00	198,000.00	17,100.68	140,267.63	140,267.63	57,732.37
001-00-335150	ALCOHOLIC BEVERAGE LICENSES	500.00	500.00	195.78	636.28	636.28	-136.28
001-00-335180	LOCAL GOVERNMENT 1/2 SALES TAX	515,000.00	515,000.00	44,790.73	253,471.03	253,471.03	261,528.97
001-00-338200	INTERGOV REV-COUNTY BUSINESS TAX	3,000.00	3,000.00	80.29	1,782.66	1,782.66	1,217.34
001-00-338210	INTERGOV REV - LIBRARY COOP	66,000.00	66,000.00	0.00	48,961.50	48,961.50	17,038.50
001-00-341200	ZONING FEES	0.00	0.00	0.00	300.00	300.00	-300.00
001-00-341901	FIRE DEPARTMENT FEES	14,000.00	14,000.00	767.00	7,873.00	7,873.00	6,127.00
001-00-341902	NOTARY FEE REVENUE	0.00	0.00	0.00	10.00	10.00	-10.00
001-00-341910	PLAN REVIEW	0.00	0.00	525.00	2,448.34	2,448.34	-2,448.34
001-00-341920	SITE INSPECTION	0.00	0.00	0.00	180.50	180.50	-180.50
001-00-342510	FINAL INSPECTION	500.00	500.00	90.00	1,040.00	1,040.00	-540.00
001-00-342910	IMPACT FEE- STORMWATER	0.00	0.00	0.00	2,200.00	2,200.00	-2,200.00
001-00-343800	CEMETERY FEES	0.00	0.00	0.00	250.00	250.00	-250.00
001-00-344210	BOAT LAUNCH DAILY PERMIT	0.00	0.00	0.00	70.00	70.00	-70.00
001-00-344220	BOAT LAUNCH ANNUAL PERMIT	500.00	500.00	0.00	0.00	0.00	500.00
001-00-344901	FLORIDA DOT	63,169.00	63,169.00	3,634.57	20,694.64	20,694.64	42,474.36
001-00-344910	IMPACT FEE- TRANSPORTATION	0.00	0.00	0.00	7,175.50	7,175.50	-7,175.50
001-00-347210	IMPACT FEE- PARKS & RECREATION	0.00	0.00	0.00	600.00	600.00	-600.00
001-00-349100	LIEN SEARCH FEE	1,500.00	1,500.00	320.00	1,450.00	1,450.00	50.00
001-00-351100	COURT FINES	6,000.00	6,000.00	431.16	2,655.03	2,655.03	3,344.97
001-00-352000	LIBRARY FINES/LOST BOOKS	1,500.00	1,500.00	0.00	1,201.00	1,201.00	299.00
001-00-354100	VIOLATION OF LOCAL ORDINANCE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-00-361000	INTEREST AND OTHER EARNINGS	0.00	0.00	0.72	6.42	6.42	-6.42
001-00-361100	INTEREST INCOME	200,000.00	200,000.00	29,049.41	228,763.87	228,763.87	-28,763.87
001-00-364400	SALE OF EQUIPMENT	0.00	0.00	3,211.00	3,211.00	3,211.00	-3,211.00
001-00-365100	SCRAP SALES	0.00	0.00	0.00	558.99	558.99	-558.99
001-00-366010	DONATIONS & CONTRIBUTIONS LIBR...	5,700.00	5,700.00	0.00	0.00	0.00	5,700.00
001-00-369900	MISCELLANEOUS REVENUE - OTHER	0.00	0.00	1,507.15	6,332.09	6,332.09	-6,332.09
001-00-381000	INTERFUND TRANSFER	2,438,889.00	2,438,889.00	0.00	0.00	0.00	2,438,889.00
001-00-384100	CDBG ADMINISTRATION	0.00	0.00	3,000.00	3,000.00	3,000.00	-3,000.00
001-00-389200	GRANTS - FEDERAL	0.00	0.00	0.00	2,862.50	2,862.50	-2,862.50

Budget vs Actuals

[001-00-389400](#)

For Fiscal: 2025-2026 Period Ending: 05/31/2026						
	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
GRANTS - OTHER SOURCES	680,000.00	680,000.00	5,000.00	5,000.00	5,000.00	675,000.00
Department: 00 - UNDESIGNATED Total:	8,338,816.00	8,338,816.00	258,417.35	3,633,220.41	3,633,220.41	4,705,595.59
Revenue Total:	8,338,816.00	8,338,816.00	258,417.35	3,633,220.41	3,633,220.41	4,705,595.59

Budget vs Actuals

For Fiscal: 2025-2026 Period Ending: 05/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense							
Activity: 51100 - LEGISLATIVE							
Department: 11 - MAYOR AND CITY COUNCIL							
001-11-51100-1210	SALARIES	26,400.00	26,400.00	1,850.00	14,800.00	14,800.00	11,600.00
001-11-51100-2110	SOCIAL SECURITY TAXES	1,637.00	1,637.00	114.70	917.60	917.60	719.40
001-11-51100-2410	WORKER'S COMPENSATION	600.00	600.00	0.00	268.41	268.41	331.59
001-11-51100-3000	MEDICARE INSURANCE	383.00	383.00	26.85	214.80	214.80	168.20
001-11-51100-3100	PROFESSIONAL SERVICES	11,000.00	11,000.00	201.83	1,646.83	1,646.83	9,353.17
001-11-51100-4010	TRAVEL & PER DIEM	16,700.00	16,700.00	210.00	4,844.44	4,844.44	11,855.56
001-11-51100-4655	COMPUTER HARDWARE & SOFTWARE...	500.00	500.00	0.00	0.00	0.00	500.00
001-11-51100-4810	TROPHIES AND AWARDS	800.00	800.00	0.00	0.00	0.00	800.00
001-11-51100-4930	TRAINING	4,500.00	4,500.00	0.00	750.00	750.00	3,750.00
001-11-51100-4940	ELECTION EXPENSES	3,000.00	3,000.00	2,419.41	2,510.24	2,510.24	489.76
001-11-51100-5110	OFFICE SUPPLIES	300.00	300.00	0.00	98.97	98.97	201.03
001-11-51100-5280	LEAGUE OF CITIES DINNERS	7,650.00	7,650.00	0.00	237.00	237.00	7,413.00
001-11-51100-5290	OPERATING SUPPLIES	1,504.00	1,504.00	353.16	1,299.63	1,299.63	204.37
001-11-51100-5410	BOOKS, PUBS, SUBS & MEMBS	4,867.00	4,867.00	0.00	4,832.00	4,832.00	35.00
Department: 11 - MAYOR AND CITY COUNCIL Total:		79,841.00	79,841.00	5,175.95	32,419.92	32,419.92	47,421.08
Activity: 51100 - LEGISLATIVE Total:		79,841.00	79,841.00	5,175.95	32,419.92	32,419.92	47,421.08
Activity: 51200 - EXECUTIVE							
Department: 12 - CITY MANAGER							
001-12-51200-1210	SALARIES	183,509.00	183,509.00	13,789.60	117,963.28	117,963.28	65,545.72
001-12-51200-2110	SOCIAL SECURITY TAXES	11,378.00	11,378.00	855.70	7,319.81	7,319.81	4,058.19
001-12-51200-2210	RETIREMENT	25,691.00	25,691.00	1,932.22	16,528.17	16,528.17	9,162.83
001-12-51200-2310	EMPLOYEE INSURANCE	26,697.00	26,697.00	2,210.03	19,410.68	19,410.68	7,286.32
001-12-51200-2410	WORKER'S COMPENSATION	170.00	170.00	0.00	75.99	75.99	94.01
001-12-51200-3000	MEDICARE INSURANCE	2,661.00	2,661.00	200.13	1,712.00	1,712.00	949.00
001-12-51200-4010	TRAVEL & PER DIEM	4,500.00	4,500.00	0.00	584.72	584.72	3,915.28
001-12-51200-4110	TELEPHONE & INTERNET	360.00	360.00	0.00	0.00	0.00	360.00
001-12-51200-4930	TRAINING	3,000.00	3,000.00	0.00	50.00	50.00	2,950.00
001-12-51200-5290	OPERATING SUPPLIES	2,000.00	2,000.00	140.48	782.39	782.39	1,217.61
001-12-51200-5410	BOOKS, PUBS, SUBS & MEMBS	1,500.00	1,500.00	0.00	397.00	397.00	1,103.00
Department: 12 - CITY MANAGER Total:		261,466.00	261,466.00	19,128.16	164,824.04	164,824.04	96,641.96
Activity: 51200 - EXECUTIVE Total:		261,466.00	261,466.00	19,128.16	164,824.04	164,824.04	96,641.96
Activity: 51300 - FINANCE							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51300-1210	SALARIES	78,116.00	78,116.00	5,820.17	51,217.40	51,217.40	26,898.60
001-13-51300-2110	SOCIAL SECURITY TAXES	4,843.00	4,843.00	360.88	3,175.72	3,175.72	1,667.28
001-13-51300-2210	RETIREMENT	10,936.00	10,936.00	746.83	6,572.12	6,572.12	4,363.88
001-13-51300-2310	EMPLOYEE INSURANCE	16,995.00	16,995.00	1,416.91	12,752.21	12,752.21	4,242.79
001-13-51300-2410	WORKER'S COMPENSATION	70.00	70.00	0.00	35.79	35.79	34.21
001-13-51300-3000	MEDICARE INSURANCE	1,133.00	1,133.00	84.42	742.92	742.92	390.08
001-13-51300-3210	ACCOUNTING AND AUDITING	28,500.00	28,500.00	0.00	26,005.00	26,005.00	2,495.00
001-13-51300-4010	TRAVEL & PER DIEM	4,000.00	4,000.00	636.00	814.39	1,929.39	2,070.61
001-13-51300-4710	PRINTING & BINDING	1,900.00	1,900.00	0.00	446.01	446.01	1,453.99
001-13-51300-4921	BANK FEES	1,000.00	1,000.00	45.00	528.09	528.09	471.91
001-13-51300-4930	TRAINING	2,500.00	2,500.00	0.00	1,450.00	1,450.00	1,050.00
001-13-51300-4946	LEGAL & RETAIL ADVERTISEMENTS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
001-13-51300-5290	OPERATING SUPPLIES	1,100.00	1,100.00	0.00	104.00	104.00	996.00
001-13-51300-5410	BOOKS, PUBS, SUBS & MEMBS	855.00	855.00	0.00	145.00	145.00	710.00
Department: 13 - ADMINISTRATIVE SERVICES Total:		153,448.00	153,448.00	9,110.21	103,988.65	105,103.65	48,344.35
Activity: 51300 - FINANCE Total:		153,448.00	153,448.00	9,110.21	103,988.65	105,103.65	48,344.35
Activity: 51310 - HUMAN RESOURCES							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51310-1210	SALARIES	14,238.00	14,238.00	1,036.94	8,865.95	8,865.95	5,372.05
001-13-51310-2110	SOCIAL SECURITY TAXES	883.00	883.00	64.29	549.61	549.61	333.39
001-13-51310-2210	RETIREMENT	1,993.00	1,993.00	145.16	1,241.25	1,241.25	751.75

Budget vs Actuals

For Fiscal: 2025-2026 Period Ending: 05/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-13-51310-2220	RETIRED EMPLOYEE LIFE INSURANCE	900.00	900.00	55.80	502.20	502.20	397.80
001-13-51310-2230	RETIRED EMPLOYEE DENTAL INSURA...	4,660.00	4,660.00	327.80	2,982.98	2,982.98	1,677.02
001-13-51310-2310	EMPLOYEE INSURANCE	3,020.00	3,020.00	246.60	2,219.43	2,219.43	800.57
001-13-51310-2410	WORKER'S COMPENSATION	20.00	20.00	0.00	8.94	8.94	11.06
001-13-51310-2510	UNEMPLOYMENT COMPENSATION	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
001-13-51310-3000	MEDICARE INSURANCE	206.00	206.00	15.03	128.48	128.48	77.52
001-13-51310-3100	PROFESSIONAL SERVICES	13,645.00	13,645.00	0.00	5,304.46	5,304.46	8,340.54
001-13-51310-4010	TRAVEL & PER DIEM	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
001-13-51310-4015	RECRUITMENT	2,500.00	2,500.00	0.00	903.12	903.12	1,596.88
001-13-51310-4540	EMPLOYEE APPRECIATION	7,500.00	7,500.00	49.99	3,399.30	3,399.30	4,100.70
001-13-51310-4710	PRINTING & BINDING	900.00	900.00	0.00	0.00	0.00	900.00
001-13-51310-4930	TRAINING	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
001-13-51310-4934	TUITION	36,750.00	36,750.00	5,339.19	9,177.84	9,177.84	27,572.16
001-13-51310-4946	LEGAL & RETAIL ADVERTISEMENTS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
001-13-51310-5290	OPERATING SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00
001-13-51310-5410	BOOKS, PUBS, SUBS & MEMBS	750.00	750.00	0.00	299.00	299.00	451.00
Department: 13 - ADMINISTRATIVE SERVICES Total:		98,965.00	98,965.00	7,280.80	35,582.56	35,582.56	63,382.44
Activity: 51310 - HUMAN RESOURCES Total:		98,965.00	98,965.00	7,280.80	35,582.56	35,582.56	63,382.44
Activity: 51400 - LEGAL							
Department: 14 - CITY ATTORNEY							
001-14-51400-3111	LEGAL COUNSEL	65,000.00	65,000.00	7,663.50	34,226.45	34,226.45	30,773.55
Department: 14 - CITY ATTORNEY Total:		65,000.00	65,000.00	7,663.50	34,226.45	34,226.45	30,773.55
Activity: 51400 - LEGAL Total:		65,000.00	65,000.00	7,663.50	34,226.45	34,226.45	30,773.55
Activity: 51500 - PLANNING AND ZONING							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-51500-1210	SALARIES	109,256.00	109,256.00	7,928.28	67,308.40	67,308.40	41,947.60
001-30-51500-2110	SOCIAL SECURITY TAXES	6,774.00	6,774.00	491.55	4,173.20	4,173.20	2,600.80
001-30-51500-2210	RETIREMENT	15,296.00	15,296.00	928.63	7,833.87	7,833.87	7,462.13
001-30-51500-2310	EMPLOYEE INSURANCE	21,140.00	21,140.00	1,729.17	15,562.53	15,562.53	5,577.47
001-30-51500-2410	WORKER'S COMPENSATION	320.00	320.00	0.00	31.32	31.32	288.68
001-30-51500-3000	MEDICARE INSURANCE	1,584.00	1,584.00	114.99	976.18	976.18	607.82
001-30-51500-3100	PROFESSIONAL SERVICES	115,000.00	115,000.00	0.00	10,300.00	26,500.00	88,500.00
001-30-51500-4010	TRAVEL & PER DIEM	2,900.00	2,900.00	495.61	1,606.56	1,606.56	1,293.44
001-30-51500-4522	VEHICLE INSURANCE	290.00	290.00	0.00	0.00	0.00	290.00
001-30-51500-4930	TRAINING	0.00	0.00	0.00	275.00	275.00	-275.00
001-30-51500-4946	LEGAL & RETAIL ADVERTISEMENTS	7,500.00	7,500.00	0.00	513.36	513.36	6,986.64
001-30-51500-5110	OFFICE SUPPLIES	150.00	150.00	0.00	0.00	0.00	150.00
001-30-51500-5410	BOOKS, PUBS, SUBS & MEMBS	1,897.00	1,897.00	495.00	740.00	740.00	1,157.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		282,107.00	282,107.00	12,183.23	109,320.42	125,520.42	156,586.58
Activity: 51500 - PLANNING AND ZONING Total:		282,107.00	282,107.00	12,183.23	109,320.42	125,520.42	156,586.58
Activity: 51600 - NON-COURT INFORMATION SYSTEMS							
Department: 16 - CITY CLERK							
001-16-51600-1210	SALARIES	82,340.00	82,340.00	6,177.49	53,205.47	53,205.47	29,134.53
001-16-51600-2110	SOCIAL SECURITY TAXES	5,105.00	5,105.00	383.00	3,298.71	3,298.71	1,806.29
001-16-51600-2210	RETIREMENT	11,528.00	11,528.00	864.85	7,448.75	7,448.75	4,079.25
001-16-51600-2310	EMPLOYEE INSURANCE	15,100.00	15,100.00	1,228.36	11,000.72	11,000.72	4,099.28
001-16-51600-2410	WORKER'S COMPENSATION	100.00	100.00	0.00	44.73	44.73	55.27
001-16-51600-3000	MEDICARE INSURANCE	1,194.00	1,194.00	89.58	771.55	771.55	422.45
001-16-51600-3100	PROFESSIONAL SERVICES	2,350.00	2,350.00	99.97	755.56	906.00	1,444.00
001-16-51600-4010	TRAVEL & PER DIEM	3,150.00	3,150.00	446.95	1,418.65	1,418.65	1,731.35
001-16-51600-4510	NOTARY INSURANCE	150.00	150.00	0.00	0.00	0.00	150.00
001-16-51600-4522	VEHICLE INSURANCE	500.00	500.00	0.00	430.00	430.00	70.00
001-16-51600-4610	VEHICLE R & M	500.00	500.00	29.95	1,095.29	1,120.08	-620.08
001-16-51600-4930	TRAINING	2,000.00	2,000.00	436.00	1,561.00	1,561.00	439.00
001-16-51600-4946	LEGAL & RETAIL ADVERTISEMENTS	2,000.00	2,000.00	112.25	331.85	331.85	1,668.15
001-16-51600-5110	OFFICE SUPPLIES	850.00	850.00	0.00	112.99	112.99	737.01
001-16-51600-5210	FUEL, OIL & LUBRICANTS	1,000.00	1,000.00	95.99	414.29	414.29	585.71

Budget vs Actuals

For Fiscal: 2025-2026 Period Ending: 05/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-16-51600-5290	OPERATING SUPPLIES	1,300.00	1,300.00	10.00	216.00	216.00	1,084.00
001-16-51600-5410	BOOKS, PUBS, SUBS & MEMBS	800.00	800.00	195.00	195.00	195.00	605.00
001-16-51600-5416	CODIFICATION	3,500.00	3,500.00	859.95	2,579.36	2,579.36	920.64
Department: 16 - CITY CLERK Total:		133,467.00	133,467.00	11,029.34	84,879.92	85,055.15	48,411.85
Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:		133,467.00	133,467.00	11,029.34	84,879.92	85,055.15	48,411.85
Activity: 51610 - INFORMATION TECHNOLOGY							
Department: 13 - ADMINISTRATIVE SERVICES							
001-13-51610-3100	PROFESSIONAL SERVICES	38,500.00	38,500.00	1,322.29	17,226.79	27,080.03	11,419.97
001-13-51610-4110	TELEPHONE & INTERNET	27,140.00	27,140.00	756.22	9,683.72	9,683.72	17,456.28
001-13-51610-4655	COMPUTER HARDWARE & SOFTWARE...	98,371.00	98,371.00	4,355.61	68,052.60	68,052.60	30,318.40
001-13-51610-4660	COPIER MAINTENANCE	10,040.00	10,040.00	0.00	3,344.68	7,223.40	2,816.60
001-13-51610-6400	COMPUTER SOFTWARE & EQUIPMENT	40,000.00	40,000.00	0.00	9,000.00	9,000.00	31,000.00
Department: 13 - ADMINISTRATIVE SERVICES Total:		214,051.00	214,051.00	6,434.12	107,307.79	121,039.75	93,011.25
Activity: 51610 - INFORMATION TECHNOLOGY Total:		214,051.00	214,051.00	6,434.12	107,307.79	121,039.75	93,011.25
Activity: 51900 - GENERAL GOVERNMENT							
Department: 19 - GENERAL GOVERNMENT SERVICE DEPT.							
001-19-51900-4100	POSTAGE & SHIPPING	0.00	0.00	0.00	20.50	20.50	-20.50
Department: 19 - GENERAL GOVERNMENT SERVICE DEPT. Total:		0.00	0.00	0.00	20.50	20.50	-20.50
Department: 99 - NON DEPARTMENTAL							
001-99-51900-4100	POSTAGE & SHIPPING	4,200.00	4,200.00	300.00	1,815.63	1,815.63	2,384.37
001-99-51900-4520	LIABILITY INSURANCE	58,980.00	58,980.00	0.00	52,322.00	52,322.00	6,658.00
001-99-51900-5110	OFFICE SUPPLIES	4,000.00	4,000.00	435.97	1,111.96	1,111.96	2,888.04
001-99-51900-5410	BOOKS, PUBS, SUBS & MEMBS	600.00	600.00	0.00	0.00	0.00	600.00
Department: 99 - NON DEPARTMENTAL Total:		67,780.00	67,780.00	735.97	55,249.59	55,249.59	12,530.41
Activity: 51900 - GENERAL GOVERNMENT Total:		67,780.00	67,780.00	735.97	55,270.09	55,270.09	12,509.91
Activity: 51910 - FACILITIES							
Department: 50 - PUBLIC WORKS							
001-50-51910-1210	SALARIES	63,314.00	63,314.00	4,394.30	33,861.65	33,861.65	29,452.35
001-50-51910-1310	PART-TIME SALARIES	0.00	0.00	0.00	-380.22	-380.22	380.22
001-50-51910-1410	OVERTIME	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-51910-2110	SOCIAL SECURITY TAXES	3,987.00	3,987.00	272.46	2,075.94	2,075.94	1,911.06
001-50-51910-2210	RETIREMENT	9,004.00	9,004.00	319.23	1,608.03	1,608.03	7,395.97
001-50-51910-2310	EMPLOYEE INSURANCE	19,665.00	19,665.00	1,286.39	11,527.99	11,527.99	8,137.01
001-50-51910-2410	WORKER'S COMPENSATION	2,620.00	2,620.00	0.00	953.70	953.70	1,666.30
001-50-51910-3000	MEDICARE INSURANCE	933.00	933.00	63.76	485.63	485.63	447.37
001-50-51910-3100	PROFESSIONAL SERVICES	18,000.00	18,000.00	996.00	6,976.46	10,358.21	7,641.79
001-50-51910-4010	TRAVEL & PER DIEM	500.00	500.00	0.00	0.00	0.00	500.00
001-50-51910-4310	ELECTRICITY	40,000.00	40,000.00	1,905.42	13,945.01	13,945.01	26,054.99
001-50-51910-4320	WATER	12,600.00	12,600.00	1,133.31	5,885.42	5,885.42	6,714.58
001-50-51910-4330	SOLID WASTE	7,500.00	7,500.00	108.13	854.80	854.80	6,645.20
001-50-51910-4340	NATURAL GAS	3,500.00	3,500.00	0.00	974.26	974.26	2,525.74
001-50-51910-4410	EQUIPMENT RENTAL	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
001-50-51910-4521	PROPERTY INSURANCE	38,000.00	38,000.00	0.00	30,698.00	30,698.00	7,302.00
001-50-51910-4522	VEHICLE INSURANCE	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00
001-50-51910-4611	BUILDING R & M	20,000.00	20,000.00	791.00	21,223.59	22,419.59	-2,419.59
001-50-51910-4612	FURNITURE/EQUIP. R & M	500.00	500.00	0.00	218.00	218.00	282.00
001-50-51910-4615	FENCING AND LANDSCAPING	7,000.00	7,000.00	0.00	890.01	890.01	6,109.99
001-50-51910-4930	TRAINING	1,000.00	1,000.00	0.00	481.00	481.00	519.00
001-50-51910-5110	OFFICE SUPPLIES	750.00	750.00	0.00	32.96	32.96	717.04
001-50-51910-5210	FUEL, OIL, & LUBRICANTS	5,000.00	5,000.00	347.91	1,503.38	1,503.38	3,496.62
001-50-51910-5220	UNIFORMS	2,000.00	2,000.00	1,140.06	1,217.96	1,917.96	82.04
001-50-51910-5221	PERSONAL PROTECTIVE EQUIPMENT	1,000.00	1,000.00	26.97	59.91	59.91	940.09
001-50-51910-5230	JANITORIAL SUPPLIES	3,000.00	3,000.00	188.79	804.49	804.49	2,195.51
001-50-51910-5231	SEASONAL DECORATIONS	5,000.00	5,000.00	0.00	1,081.46	3,231.46	1,768.54
001-50-51910-5260	TOOLS	2,000.00	2,000.00	0.00	1,535.97	1,535.97	464.03
001-50-51910-5270	MACHINERY & EQUIPMENT	1,500.00	1,500.00	0.00	763.94	763.94	736.06
001-50-51910-5290	OPERATING SUPPLIES	7,500.00	7,500.00	133.97	1,183.93	1,183.93	6,316.07

Budget vs Actuals

For Fiscal: 2025-2026 Period Ending: 05/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-50-51910-5410	BOOKS, PUBS, SUBS & MEMBS	100.00	100.00	0.00	50.00	50.00	50.00
001-50-51910-6210	BUILDINGS	101,000.00	822,861.20	0.00	323,550.80	592,236.65	230,624.55
001-50-51910-6410	MACHINERY & EQUIPMENT	0.00	0.00	0.00	1,325.99	4,622.99	-4,622.99
Department: 50 - PUBLIC WORKS Total:		382,073.00	1,103,934.20	13,107.70	465,390.06	744,800.66	359,133.54
Activity: 51910 - FACILITIES Total:		382,073.00	1,103,934.20	13,107.70	465,390.06	744,800.66	359,133.54
Activity: 52100 - LAW ENFORCEMENT							
Department: 20 - PUBLIC SAFETY							
001-20-52100-3405	CONTRACT FOR SERVICES	321,061.00	321,061.00	26,755.09	214,040.64	214,040.64	107,020.36
Department: 20 - PUBLIC SAFETY Total:		321,061.00	321,061.00	26,755.09	214,040.64	214,040.64	107,020.36
Activity: 52100 - LAW ENFORCEMENT Total:		321,061.00	321,061.00	26,755.09	214,040.64	214,040.64	107,020.36
Activity: 52200 - FIRE							
Department: 20 - PUBLIC SAFETY							
001-20-52200-3405	CONTRACT FOR SERVICES	1,183,323.00	1,183,323.00	0.00	591,661.36	591,661.36	591,661.64
Department: 20 - PUBLIC SAFETY Total:		1,183,323.00	1,183,323.00	0.00	591,661.36	591,661.36	591,661.64
Activity: 52200 - FIRE Total:		1,183,323.00	1,183,323.00	0.00	591,661.36	591,661.36	591,661.64
Activity: 52400 - CODE COMPLIANCE							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-52400-1210	SALARIES	60,768.00	60,768.00	4,587.44	40,023.86	40,023.86	20,744.14
001-30-52400-2110	SOCIAL SECURITY TAXES	3,768.00	3,768.00	284.44	2,481.56	2,481.56	1,286.44
001-30-52400-2210	RETIREMENT	8,508.00	8,508.00	332.03	2,843.49	2,843.49	5,664.51
001-30-52400-2310	EMPLOYEE INSURANCE	12,080.00	12,080.00	996.56	8,969.04	8,969.04	3,110.96
001-30-52400-2410	WORKER'S COMPENSATION	710.00	710.00	0.00	1,068.21	1,068.21	-358.21
001-30-52400-3000	MEDICARE INSURANCE	881.00	881.00	66.51	580.34	580.34	300.66
001-30-52400-4010	TRAVEL & PER DIEM	1,250.00	1,250.00	0.00	721.45	721.45	528.55
001-30-52400-4110	TELEPHONE & INTERNET	540.00	540.00	29.40	205.80	205.80	334.20
001-30-52400-4522	VEHICLE INSURANCE	350.00	350.00	0.00	408.00	408.00	-58.00
001-30-52400-4610	VEHICLE R & M	3,000.00	3,000.00	29.95	895.01	919.80	2,080.20
001-30-52400-4612	FURNITURE/EQUIP. R & M	500.00	500.00	0.00	0.00	0.00	500.00
001-30-52400-4710	PRINTING & BINDING	100.00	100.00	0.00	0.00	0.00	100.00
001-30-52400-4906	OTHER CHARGES	0.00	0.00	0.00	18.50	18.50	-18.50
001-30-52400-4930	TRAINING	1,700.00	1,700.00	0.00	0.00	0.00	1,700.00
001-30-52400-5110	OFFICE SUPPLIES	200.00	200.00	0.00	14.99	14.99	185.01
001-30-52400-5210	FUEL, OIL, & LUBRICANTS	1,500.00	1,500.00	0.00	131.30	131.30	1,368.70
001-30-52400-5220	UNIFORMS	500.00	500.00	0.00	24.00	24.00	476.00
001-30-52400-5221	PERSONAL PROTECTIVE EQUIPMENT	100.00	100.00	0.00	0.00	0.00	100.00
001-30-52400-5295	OPERATING SUPPLIES/JANITORIAL	150.00	150.00	0.00	31.26	31.26	118.74
001-30-52400-5410	BOOKS, PUBS, SUBS & MEMBS	585.00	585.00	0.00	259.43	259.43	325.57
Department: 30 - COMMUNITY DEVELOPMENT Total:		97,190.00	97,190.00	6,326.33	58,676.24	58,701.03	38,488.97
Activity: 52400 - CODE COMPLIANCE Total:		97,190.00	97,190.00	6,326.33	58,676.24	58,701.03	38,488.97
Activity: 52410 - BUILDING							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-52410-1210	SALARIES	51,170.00	51,170.00	3,826.63	32,758.06	32,758.06	18,411.94
001-30-52410-2110	SOCIAL SECURITY TAXES	3,173.00	3,173.00	237.23	2,030.87	2,030.87	1,142.13
001-30-52410-2210	RETIREMENT	7,164.00	7,164.00	398.72	3,390.77	3,390.77	3,773.23
001-30-52410-2310	EMPLOYEE INSURANCE	12,080.00	12,080.00	984.27	8,858.43	8,858.43	3,221.57
001-30-52410-2410	WORKER'S COMPENSATION	170.00	170.00	0.00	8.94	8.94	161.06
001-30-52410-3000	MEDICARE INSURANCE	742.00	742.00	55.47	474.86	474.86	267.14
001-30-52410-3100	PROFESSIONAL SERVICES	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		174,499.00	174,499.00	5,502.32	47,521.93	47,521.93	126,977.07
Activity: 52410 - BUILDING Total:		174,499.00	174,499.00	5,502.32	47,521.93	47,521.93	126,977.07
Activity: 53800 - STORMWATER							
Department: 50 - PUBLIC WORKS							
001-50-53800-1210	SALARIES	97,167.00	97,167.00	7,918.24	64,132.16	64,132.16	33,034.84
001-50-53800-1310	PART-TIME SALARIES	9,056.00	9,056.00	0.00	2,697.92	2,697.92	6,358.08
001-50-53800-1410	OVERTIME	500.00	500.00	0.00	0.00	0.00	500.00
001-50-53800-2110	SOCIAL SECURITY TAXES	6,617.00	6,617.00	490.11	4,135.61	4,135.61	2,481.39

Budget vs Actuals

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-50-53800-2210	RETIREMENT	13,673.00	13,673.00	672.79	5,685.40	5,685.40	7,987.60
001-50-53800-2310	EMPLOYEE INSURANCE	27,770.00	27,770.00	1,936.50	17,421.09	17,421.09	10,348.91
001-50-53800-2410	WORKER'S COMPENSATION	5,085.00	5,085.00	0.00	1,650.63	1,650.63	3,434.37
001-50-53800-3000	MEDICARE INSURANCE	1,547.00	1,547.00	114.70	967.70	967.70	579.30
001-50-53800-3100	Professional Services	0.00	0.00	158.00	316.00	316.00	-316.00
001-50-53800-4010	TRAVEL & PER DIEM	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-53800-4310	ELECTRICITY	0.00	0.00	102.76	102.76	102.76	-102.76
001-50-53800-4522	VEHICLE INSURANCE	1,050.00	1,050.00	0.00	0.00	0.00	1,050.00
001-50-53800-4615	FENCING AND LANDSCAPING	17,000.00	17,000.00	930.00	4,001.77	10,801.77	6,198.23
001-50-53800-4637	CURBS/GUTTERS/STORM DRAINS R&M	20,000.00	20,000.00	0.00	1,864.01	19,864.01	135.99
001-50-53800-5295	OPERATING SUPPLIES/JANITORIAL	5,000.00	5,000.00	68.66	68.66	68.66	4,931.34
001-50-53800-5410	BOOKS, PUBS, SUBS & MEMBS	2,000.00	2,000.00	0.00	500.00	500.00	1,500.00
001-50-53800-6310	INFRASTRUCTURE	232,979.00	232,979.00	0.00	617.14	15,600.43	217,378.57
001-50-53800-6410	MACHINERY & EQUIPMENT	23,500.00	23,500.00	0.00	14,743.00	14,743.00	8,757.00
Department: 50 - PUBLIC WORKS Total:		463,944.00	463,944.00	12,391.76	118,903.85	158,687.14	305,256.86
Activity: 53800 - STORMWATER Total:		463,944.00	463,944.00	12,391.76	118,903.85	158,687.14	305,256.86

Activity: 54100 - STREETS

Department: 50 - PUBLIC WORKS

001-50-54100-1210	SALARIES	97,167.00	97,167.00	9,143.47	67,681.98	67,681.98	29,485.02
001-50-54100-1310	PART-TIME SALARIES	41,313.00	41,313.00	0.00	9,200.34	9,200.34	32,112.66
001-50-54100-1410	OVERTIME	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-54100-2110	SOCIAL SECURITY TAXES	8,648.00	8,648.00	565.97	4,758.24	4,758.24	3,889.76
001-50-54100-2210	RETIREMENT	13,743.00	13,743.00	672.69	5,684.49	5,684.49	8,058.51
001-50-54100-2310	EMPLOYEE INSURANCE	27,770.00	27,770.00	2,036.50	17,728.50	17,728.50	10,041.50
001-50-54100-2410	WORKER'S COMPENSATION	7,985.00	7,985.00	0.00	7,261.80	7,261.80	723.20
001-50-54100-3000	MEDICARE INSURANCE	2,022.00	2,022.00	132.35	1,112.62	1,112.62	909.38
001-50-54100-3100	PROFESSIONAL SERVICES	8,500.00	8,500.00	0.00	273.99	5,273.99	3,226.01
001-50-54100-4010	TRAVEL & PER DIEM	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
001-50-54100-4310	ELECTRICITY	60,000.00	60,000.00	4,501.82	31,589.28	31,589.28	28,410.72
001-50-54100-4320	WATER	600.00	600.00	35.02	243.47	243.47	356.53
001-50-54100-4330	Solid Waste	15,000.00	15,000.00	2,501.46	11,765.71	13,080.13	1,919.87
001-50-54100-4410	EQUIPMENT RENTAL	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
001-50-54100-4522	VEHICLE INSURANCE	1,800.00	1,800.00	0.00	3,887.00	3,887.00	-2,087.00
001-50-54100-4610	VEHICLE R & M	8,000.00	8,000.00	149.75	3,598.50	3,722.46	4,277.54
001-50-54100-4615	FENCING AND LANDSCAPING	2,500.00	2,500.00	1,625.00	1,616.52	1,616.52	883.48
001-50-54100-4623	HEAVY EQUIPMENT R & M	15,000.00	15,000.00	0.00	4,033.69	4,033.69	10,966.31
001-50-54100-4631	STREET REPAVING	170,000.00	170,000.00	0.00	175.23	175.23	169,824.77
001-50-54100-4635	PARKING AREA MARKING R & M	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00
001-50-54100-4636	TRAFFIC CONTROL/SIGNS R&M	6,000.00	6,000.00	0.00	1,132.35	1,132.35	4,867.65
001-50-54100-4637	CURBS/GUTTERS/STORM DRAINS R&M	10,000.00	10,000.00	0.00	10,135.99	10,135.99	-135.99
001-50-54100-4930	TRAINING	1,000.00	1,000.00	0.00	446.00	446.00	554.00
001-50-54100-5110	OFFICE SUPPLIES	100.00	100.00	0.00	73.57	73.57	26.43
001-50-54100-5210	FUEL, OIL, & LUBRICANTS	6,000.00	6,000.00	393.90	1,699.00	1,699.00	4,301.00
001-50-54100-5220	UNIFORMS	2,000.00	2,000.00	659.36	848.23	1,548.23	451.77
001-50-54100-5221	PERSONAL PROTECTIVE EQUIPMENT	1,000.00	1,000.00	119.99	861.70	861.70	138.30
001-50-54100-5260	TOOLS	2,500.00	2,500.00	0.00	-287.96	-287.96	2,787.96
001-50-54100-5270	MACHINERY & EQUIPMENT	5,000.00	5,000.00	2,005.06	4,472.06	4,472.06	527.94
001-50-54100-5290	OPERATING SUPPLIES	10,000.00	10,000.00	2,591.11	5,004.70	5,004.70	4,995.30
001-50-54100-5410	BOOKS, PUBS, SUBS & MEMBS	500.00	500.00	0.00	262.00	262.00	238.00
001-50-54100-6310	INFRASTRUCTURE	3,618,500.00	3,618,500.00	609.13	6,471.63	14,710.11	3,603,789.89
001-50-54100-6410	MACHINERY & EQUIPMENT	60,500.00	60,500.00	0.00	0.00	50,532.91	9,967.09
Department: 50 - PUBLIC WORKS Total:		4,218,648.00	4,218,648.00	27,742.58	201,730.63	267,640.40	3,951,007.60
Activity: 54100 - STREETS Total:		4,218,648.00	4,218,648.00	27,742.58	201,730.63	267,640.40	3,951,007.60

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Activity: 56200 - ANIMAL CONTROL							
Department: 30 - COMMUNITY DEVELOPMENT							
001-30-56200-3410	ANIMAL CONTROL	30,000.00	30,000.00	4,424.00	6,636.00	17,696.00	12,304.00
Department: 30 - COMMUNITY DEVELOPMENT Total:		30,000.00	30,000.00	4,424.00	6,636.00	17,696.00	12,304.00
Activity: 56200 - ANIMAL CONTROL Total:		30,000.00	30,000.00	4,424.00	6,636.00	17,696.00	12,304.00
Activity: 57100 - LIBRARY							
Department: 71 - LIBRARY							
001-71-57100-1210	SALARIES	290,519.00	290,519.00	21,395.28	190,766.02	190,766.02	99,752.98
001-71-57100-1310	SALARIES - PART TIME	49,640.00	49,640.00	3,727.96	29,204.68	29,204.68	20,435.32
001-71-57100-2110	SOCIAL SECURITY TAXES	21,090.00	21,090.00	1,551.40	13,582.14	13,582.14	7,507.86
001-71-57100-2210	RETIREMENT	40,673.00	40,673.00	2,234.42	21,451.56	21,451.56	19,221.44
001-71-57100-2310	EMPLOYEE INSURANCE	68,900.00	68,900.00	3,391.20	32,897.25	32,897.25	36,002.75
001-71-57100-2410	WORKER'S COMPENSATION	700.00	700.00	0.00	313.14	313.14	386.86
001-71-57100-3000	MEDICARE INSURANCE	4,932.00	4,932.00	362.83	3,176.49	3,176.49	1,755.51
001-71-57100-4010	TRAVEL & PER DIEM	1,200.00	1,200.00	0.00	725.10	725.10	474.90
001-71-57100-4100	POSTAGE & SHIPPING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-71-57100-4612	FURNITURE/EQUIP. R & M	2,500.00	2,500.00	189.99	959.83	959.83	1,540.17
001-71-57100-4655	COMPUTER HARDWARE & SOFTWARE...	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
001-71-57100-4710	PRINTING & BINDING	700.00	700.00	253.90	253.90	253.90	446.10
001-71-57100-4925	PROGRAM EXPENSES	1,900.00	1,900.00	59.97	873.19	873.19	1,026.81
001-71-57100-4930	TRAINING	400.00	400.00	0.00	0.00	0.00	400.00
001-71-57100-5110	OFFICE SUPPLIES	2,700.00	2,700.00	53.62	2,449.91	2,449.91	250.09
001-71-57100-5410	BOOKS, PUBS, SUBS & MEMBS	22,500.00	22,500.00	2,400.38	14,049.32	14,049.32	8,450.68
001-71-57100-5417	LIBRARY E-BOOK LEASES	15,000.00	15,000.00	1,135.47	5,494.12	5,494.12	9,505.88
001-71-57100-5420	MEMBERSHIPS	1,200.00	1,200.00	0.00	159.95	159.95	1,040.05
Department: 71 - LIBRARY Total:		528,554.00	528,554.00	36,756.42	316,356.60	316,356.60	212,197.40
Activity: 57100 - LIBRARY Total:		528,554.00	528,554.00	36,756.42	316,356.60	316,356.60	212,197.40
Activity: 57200 - PARKS							
Department: 50 - PUBLIC WORKS							
001-50-57200-1210	SALARIES	141,514.00	141,514.00	9,971.57	78,540.01	78,540.01	62,973.99
001-50-57200-1310	PART-TIME SALARIES	15,644.00	15,644.00	0.00	1,854.18	1,854.18	13,789.82
001-50-57200-1410	OVERTIME	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-57200-2110	SOCIAL SECURITY TAXES	9,806.00	9,806.00	618.25	4,984.43	4,984.43	4,821.57
001-50-57200-2210	RETIREMENT	19,952.00	19,952.00	711.15	3,464.38	3,464.38	16,487.62
001-50-57200-2310	EMPLOYEE INSURANCE	45,145.00	45,145.00	2,940.28	26,413.08	26,413.08	18,731.92
001-50-57200-2410	WORKER'S COMPENSATION	7,560.00	7,560.00	0.00	3,289.11	3,289.11	4,270.89
001-50-57200-3000	MEDICARE INSURANCE	2,293.00	2,293.00	144.57	1,165.64	1,165.64	1,127.36
001-50-57200-3100	PROFESSIONAL SERVICES	0.00	0.00	0.00	4,309.14	4,309.14	-4,309.14
001-50-57200-4010	TRAVEL & PER DIEM	1,500.00	1,500.00	0.00	623.20	623.20	876.80
001-50-57200-4310	ELECTRICITY	6,000.00	6,000.00	500.18	2,750.18	2,750.18	3,249.82
001-50-57200-4320	WATER	5,000.00	5,000.00	328.39	2,251.77	2,251.77	2,748.23
001-50-57200-4330	SOLID WASTE	500.00	500.00	52.11	3,113.56	3,113.56	-2,613.56
001-50-57200-4521	PROPERTY INSURANCE	12,000.00	12,000.00	0.00	8,120.00	8,120.00	3,880.00
001-50-57200-4522	VEHICLE INSURANCE	1,500.00	1,500.00	0.00	828.00	828.00	672.00
001-50-57200-4611	BUILDING R & M	15,000.00	15,000.00	0.00	83.14	14,277.72	722.28
001-50-57200-4615	FENCING AND LANDSCAPING	0.00	0.00	586.20	956.62	956.62	-956.62
001-50-57200-5110	OFFICE SUPPLIES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
001-50-57200-5210	FUEL, OIL, & LUBRICANTS	6,000.00	6,000.00	584.44	1,957.80	1,957.80	4,042.20
001-50-57200-5231	SEASONAL DECORATIONS	0.00	0.00	0.00	262.84	262.84	-262.84
001-50-57200-5270	MACHINERY & EQUIPMENT	3,000.00	3,000.00	110.86	2,810.22	2,810.22	189.78
001-50-57200-5290	OPERATING SUPPLIES	10,000.00	10,000.00	861.02	4,737.32	5,868.32	4,131.68
001-50-57200-5295	OPERATING SUPPLIES/JANITORIAL	0.00	0.00	0.00	159.80	159.80	-159.80
001-50-57200-5410	BOOKS, PUBS, SUBS & MEMBS	100.00	100.00	0.00	0.00	0.00	100.00
001-50-57200-5741	COMMUNITY EVENTS	17,000.00	17,000.00	0.00	7,221.48	7,221.48	9,778.52
001-50-57200-6310	INFRASTRUCTURE	1,169,204.00	1,169,204.00	5,767.93	158,074.94	190,739.94	978,464.06

Budget vs Actuals

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001-50-57200-6410 MACHINERY & EQUIPMENT	45,000.00	45,000.00	0.00	0.00	44,084.08	915.92
Department: 50 - PUBLIC WORKS Total:	1,535,718.00	1,535,718.00	23,176.95	317,970.84	410,045.50	1,125,672.50
Activity: 57200 - PARKS Total:	1,535,718.00	1,535,718.00	23,176.95	317,970.84	410,045.50	1,125,672.50
Activity: 58100 - INTERFUND TRANSFER						
Department: 99 - NON DEPARTMENTAL						
001-99-58100-7120 LOAN DEBT PRINCIPAL	182,258.00	182,258.00	0.00	0.00	0.00	182,258.00
001-99-58100-7220 LOAN DEBT INTEREST	164,098.00	164,098.00	0.00	82,048.84	82,048.84	82,049.16
Department: 99 - NON DEPARTMENTAL Total:	346,356.00	346,356.00	0.00	82,048.84	82,048.84	264,307.16
Activity: 58100 - INTERFUND TRANSFER Total:	346,356.00	346,356.00	0.00	82,048.84	82,048.84	264,307.16
Expense Total:	10,637,491.00	11,359,352.20	234,924.43	3,148,756.83	3,668,242.13	7,691,110.07
Fund: 001 - GENERAL FUND Surplus (Deficit):	-2,298,675.00	-3,020,536.20	23,492.92	484,463.58	-35,021.72	-2,985,514.48

Budget vs Actuals

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 101 - DISCRETIONARY SALES SURTAX							
Revenue							
Department: 00 - UNDESIGNATED							
101-00-312600	DISCRETIONARY SALES SURTAXES	520,000.00	520,000.00	63,136.82	288,804.33	288,804.33	231,195.67
101-00-361100	INTEREST INCOME	50,000.00	50,000.00	7,972.29	62,824.28	62,824.28	-12,824.28
Department: 00 - UNDESIGNATED Total:		570,000.00	570,000.00	71,109.11	351,628.61	351,628.61	218,371.39
Revenue Total:		570,000.00	570,000.00	71,109.11	351,628.61	351,628.61	218,371.39

Budget vs Actuals

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	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 53800 - STORMWATER						
Department: 50 - PUBLIC WORKS						
101-50-53800-6310 STORM DRAINAGE IMPROVEMENTS	215,000.00	215,000.00	0.00	0.00	0.00	215,000.00
Department: 50 - PUBLIC WORKS Total:	215,000.00	215,000.00	0.00	0.00	0.00	215,000.00
Activity: 53800 - STORMWATER Total:	215,000.00	215,000.00	0.00	0.00	0.00	215,000.00
Activity: 54100 - STREETS						
Department: 50 - PUBLIC WORKS						
101-50-54100-6310 STREETS INFRASTRUCTURE	2,144,035.00	2,144,035.00	0.00	0.00	0.00	2,144,035.00
Department: 50 - PUBLIC WORKS Total:	2,144,035.00	2,144,035.00	0.00	0.00	0.00	2,144,035.00
Activity: 54100 - STREETS Total:	2,144,035.00	2,144,035.00	0.00	0.00	0.00	2,144,035.00
Expense Total:	2,359,035.00	2,359,035.00	0.00	0.00	0.00	2,359,035.00
Fund: 101 - DISCRETIONARY SALES SURTAX Surplus (Deficit):	-1,789,035.00	-1,789,035.00	71,109.11	351,628.61	351,628.61	-2,140,663.61

Budget vs Actuals

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 410 - WATER/SEWER FUND							
Revenue							
Department: 00 - UNDESIGNATED							
410-00-334000	STATE GRANTS	0.00	0.00	1,858.57	1,858.57	1,858.57	-1,858.57
410-00-343310	WATER UTIL REVENUE-OPER INCOME	1,332,240.00	1,332,240.00	118,892.18	837,253.33	837,253.33	494,986.67
410-00-343320	WATER UTIL - PENALTIES	31,000.00	31,000.00	3,814.00	28,069.69	28,069.69	2,930.31
410-00-343340	BACKFLOW PREVENTER INSPECTION F...	6,000.00	6,000.00	0.00	3,600.00	3,600.00	2,400.00
410-00-343350	WATER UTIL REV-SERV TAP FEE	0.00	0.00	0.00	5,750.00	5,750.00	-5,750.00
410-00-343351	TURN-ON & CUT-OFF FEES	6,000.00	6,000.00	750.00	4,500.00	4,500.00	1,500.00
410-00-343510	SEWER UTIL REV - OPER INCOME	1,872,000.00	1,872,000.00	169,906.62	1,182,641.92	1,182,641.92	689,358.08
410-00-343520	SEWER UTILITY PENALTIES	18,000.00	18,000.00	1,727.98	13,663.86	13,663.86	4,336.14
410-00-343550	SEWER UTIL REVENUE-TAP FEES	0.00	0.00	0.00	5,000.00	5,000.00	-5,000.00
410-00-343611	IMPACT FEES WATER	0.00	0.00	0.00	1,986.25	1,986.25	-1,986.25
410-00-343612	IMPACT FEES SEWER	0.00	0.00	0.00	1,986.25	1,986.25	-1,986.25
410-00-359000	OTHER REVENUE & RETURN CHECKS	500.00	500.00	60.00	575.09	575.09	-75.09
410-00-361000	INTEREST AND OTHER EARNINGS	75,000.00	75,000.00	22,371.34	167,353.66	167,353.66	-92,353.66
410-00-369600	LEASE/RENTAL ELEVATED TANK REV	212,282.00	212,282.00	7,661.33	144,531.36	144,531.36	67,750.64
410-00-369900	MISCELLANEOUS REVENUE - OTHER	0.00	0.00	0.00	2,992.29	2,992.29	-2,992.29
410-00-384000	REVENUE FROM OTHER SOURCES	4,442,048.00	4,442,048.00	0.00	0.00	0.00	4,442,048.00
410-00-389200	GRANTS - FEDERAL	1,300,000.00	1,300,000.00	0.00	0.00	0.00	1,300,000.00
410-00-389300	GRANTS AND DONATIONS - STATE	2,450,000.00	2,450,000.00	0.00	0.00	0.00	2,450,000.00
Department: 00 - UNDESIGNATED Total:		11,745,070.00	11,745,070.00	327,042.02	2,401,762.27	2,401,762.27	9,343,307.73
Revenue Total:		11,745,070.00	11,745,070.00	327,042.02	2,401,762.27	2,401,762.27	9,343,307.73

Budget vs Actuals

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense							
Activity: 51700 - DEBT SERVICE PAYMENT							
Department: 99 - NON DEPARTMENTAL							
410-99-51700-7220	SRF LOAN INTEREST	0.00	0.00	2,714.27	45,659.39	45,659.39	-45,659.39
Department: 99 - NON DEPARTMENTAL Total:		0.00	0.00	2,714.27	45,659.39	45,659.39	-45,659.39
Activity: 51700 - DEBT SERVICE PAYMENT Total:		0.00	0.00	2,714.27	45,659.39	45,659.39	-45,659.39
Activity: 53300 - WATER							
Department: 50 - PUBLIC WORKS							
410-50-53300-1210	SALARIES	118,076.00	118,076.00	8,850.63	77,736.38	77,736.38	40,339.62
410-50-53300-2110	SOCIAL SECURITY TAXES	7,321.00	7,321.00	548.41	4,816.91	4,816.91	2,504.09
410-50-53300-2210	RETIREMENT	16,531.00	16,531.00	999.70	8,707.87	8,707.87	7,823.13
410-50-53300-2310	EMPLOYEE INSURANCE	30,483.00	30,483.00	2,525.04	22,725.38	22,725.38	7,757.62
410-50-53300-2410	WORKER'S COMPENSATION	145.00	145.00	0.00	61.02	61.02	83.98
410-50-53300-3000	MEDICARE INSURANCE	1,712.00	1,712.00	128.29	1,126.62	1,126.62	585.38
410-50-53300-3100	PROFESSIONAL SERVICES	85,000.00	85,000.00	825.00	30,080.28	30,080.28	54,919.72
410-50-53300-3150	ENGINEERING, CONSULTING SERVICES	25,000.00	25,000.00	14,250.00	14,250.00	100,000.00	-75,000.00
410-50-53300-3210	ACCOUNTING AND AUDITING	14,250.00	14,250.00	0.00	13,002.50	13,002.50	1,247.50
410-50-53300-3405	CONTRACT FOR SERVICES	740,000.00	740,000.00	61,433.21	491,465.68	491,465.68	248,534.32
410-50-53300-4010	TRAVEL & PER DIEM	2,000.00	2,000.00	53.51	53.51	53.51	1,946.49
410-50-53300-4100	POSTAGE & SHIPPING	5,500.00	5,500.00	420.31	2,959.74	2,959.74	2,540.26
410-50-53300-4110	TELEPHONE & INTERNET	5,500.00	5,500.00	560.40	3,426.53	3,426.53	2,073.47
410-50-53300-4521	PROPERTY INSURANCE	37,587.00	37,587.00	0.00	31,665.00	31,665.00	5,922.00
410-50-53300-4613	GROUPS MAINTENANCE	40,000.00	40,000.00	0.00	12,693.03	12,693.03	27,306.97
410-50-53300-4617	WATER SYSTEMS MAINTENANCE	130,100.00	130,100.00	3,832.73	12,108.17	12,108.17	117,991.83
410-50-53300-4644	ELEVATED TANKS MAINTENANCE CO...	73,130.00	73,130.00	0.00	36,565.00	36,565.00	36,565.00
410-50-53300-4650	COMPUTER OPERATIONS AND MAINT...	30,468.00	30,468.00	2,661.15	8,550.90	13,477.51	16,990.49
410-50-53300-4710	PRINTING & BINDING	3,500.00	3,500.00	521.29	1,501.73	1,501.73	1,998.27
410-50-53300-4905	OPERATING PERMITS	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
410-50-53300-4906	OTHER CHARGES	1,500.00	1,500.00	110.48	899.92	975.13	524.87
410-50-53300-4915	CREDIT CARD PROCESSING FEES	23,000.00	23,000.00	1,644.45	14,014.27	14,014.27	8,985.73
410-50-53300-5270	MACHINERY & EQUIPMENT	155,000.00	155,000.00	0.00	6,378.37	6,378.37	148,621.63
410-50-53300-5290	OPERATING SUPPLIES	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
410-50-53300-5410	BOOKS, PUBS, SUBS & MEMBS	1,500.00	1,500.00	0.00	660.50	660.50	839.50
410-50-53300-6310	INFRASTRUCTURE	3,076,124.00	3,076,124.00	7,294.13	24,240.96	93,775.70	2,982,348.30
410-50-53300-6410	MACHINERY & EQUIPMENT	80,000.00	80,000.00	3,285.00	7,558.98	7,558.98	72,441.02
Department: 50 - PUBLIC WORKS Total:		4,707,927.00	4,707,927.00	109,943.73	827,249.25	987,535.81	3,720,391.19
Activity: 53300 - WATER Total:		4,707,927.00	4,707,927.00	109,943.73	827,249.25	987,535.81	3,720,391.19
Activity: 53500 - SEWER							
Department: 50 - PUBLIC WORKS							
410-50-53500-1210	SALARIES	118,076.00	118,076.00	8,850.50	77,735.81	77,735.81	40,340.19
410-50-53500-2110	SOCIAL SECURITY TAXES	7,321.00	7,321.00	548.27	4,816.28	4,816.28	2,504.72
410-50-53500-2210	RETIREMENT	16,531.00	16,531.00	999.64	8,707.38	8,707.38	7,823.62
410-50-53500-2310	EMPLOYEE INSURANCE	30,483.00	30,483.00	2,525.04	22,725.37	22,725.37	7,757.63
410-50-53500-2410	WORKER'S COMPENSATION	145.00	145.00	0.00	61.02	61.02	83.98
410-50-53500-3000	MEDICARE INSURANCE	1,712.00	1,712.00	128.09	1,125.67	1,125.67	586.33
410-50-53500-3100	PROFESSIONAL SERVICES	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00
410-50-53500-3150	ENGINEERING, CONSULT. SERVICES & ...	25,000.00	25,000.00	0.00	0.00	5,265.00	19,735.00
410-50-53500-3210	ACCOUNTING AND AUDITING	14,250.00	14,250.00	0.00	13,002.50	13,002.50	1,247.50
410-50-53500-3405	CONTRACT FOR SERVICES	740,000.00	740,000.00	61,433.21	491,465.68	491,465.68	248,534.32
410-50-53500-4010	TRAVEL & PER DIEM	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
410-50-53500-4100	POSTAGE & SHIPPING	5,500.00	5,500.00	451.75	2,991.22	2,991.22	2,508.78
410-50-53500-4110	TELEPHONE & INTERNET	3,500.00	3,500.00	353.37	1,966.58	1,966.58	1,533.42
410-50-53500-4320	WATER	45,000.00	45,000.00	3,172.56	23,375.01	23,375.01	21,624.99
410-50-53500-4400	SPRAYFIELD RENTAL	18,000.00	18,000.00	0.00	0.00	0.00	18,000.00
410-50-53500-4521	PROPERTY INSURANCE	43,000.00	43,000.00	0.00	35,188.00	35,188.00	7,812.00
410-50-53500-4611	BUILDING R & M	3,500.00	3,500.00	0.00	1,394.00	1,394.00	2,106.00
410-50-53500-4613	GROUPS MAINTENANCE	0.00	0.00	0.00	700.00	700.00	-700.00
410-50-53500-4618	SEWER SYSTEMS MAINTENANCE	153,500.00	153,500.00	10,895.29	91,419.29	194,558.29	-41,058.29

Budget vs Actuals

For Fiscal: 2025-2026 Period Ending: 05/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
410-50-53500-4623	HEAVY EQUIPMENT R & M	0.00	0.00	0.00	933.53	933.53	-933.53
410-50-53500-4650	COMPUTER OPERATIONS AND MAINT...	30,468.00	30,468.00	2,661.15	8,550.90	13,477.51	16,990.49
410-50-53500-4710	PRINTING & BINDING	2,500.00	2,500.00	142.21	1,122.68	1,122.68	1,377.32
410-50-53500-4905	WTP/STP OPERATING PERMITS	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
410-50-53500-4906	OTHER CHARGES	4,000.00	4,000.00	421.18	1,210.62	1,285.83	2,714.17
410-50-53500-4915	CREDIT CARD PROCESSING FEES	23,000.00	23,000.00	1,644.45	14,014.25	14,014.25	8,985.75
410-50-53500-5290	OPERATING SUPPLIES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
410-50-53500-5410	BOOKS, PUBS, SUBS & MEMBS	1,500.00	1,500.00	0.00	1,386.13	1,386.13	113.87
410-50-53500-6310	INFRASTRUCTURE	5,548,924.00	5,548,924.00	7,294.12	24,541.18	94,075.93	5,454,848.07
410-50-53500-6410	MACHINERY & EQUIPMENT	254,000.00	254,000.00	-364.45	78,243.26	80,423.26	173,576.74
Department: 50 - PUBLIC WORKS Total:		7,109,910.00	7,109,910.00	101,156.38	906,676.36	1,091,796.93	6,018,113.07
Activity: 53500 - SEWER Total:		7,109,910.00	7,109,910.00	101,156.38	906,676.36	1,091,796.93	6,018,113.07
Activity: 58100 - INTERFUND TRANSFER							
Department: 99 - NON DEPARTMENTAL							
410-99-58100-7120	SRF - LOAN PRINCIPAL	136,976.00	136,976.00	0.00	0.00	0.00	136,976.00
410-99-58100-7220	SRF LOAN INTEREST	9,197.00	9,197.00	0.00	0.00	0.00	9,197.00
410-99-58100-9001	INTERFUND TRANSFER	79,854.00	79,854.00	0.00	0.00	0.00	79,854.00
Department: 99 - NON DEPARTMENTAL Total:		226,027.00	226,027.00	0.00	0.00	0.00	226,027.00
Activity: 58100 - INTERFUND TRANSFER Total:		226,027.00	226,027.00	0.00	0.00	0.00	226,027.00
Expense Total:		12,043,864.00	12,043,864.00	213,814.38	1,779,585.00	2,124,992.13	9,918,871.87
Fund: 410 - WATER/SEWER FUND Surplus (Deficit):		-298,794.00	-298,794.00	113,227.64	622,177.27	276,770.14	-575,564.14
Report Surplus (Deficit):		-4,386,504.00	-5,108,365.20	207,829.67	1,458,269.46	593,377.03	

Group Summary

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 001 - GENERAL FUND						
Revenue						
00 - UNDESIGNATED	8,338,816.00	8,338,816.00	258,417.35	3,633,220.41	3,633,220.41	4,705,595.59
Revenue Total:	8,338,816.00	8,338,816.00	258,417.35	3,633,220.41	3,633,220.41	4,705,595.59

Budget vs Actuals

For Fiscal: 2025-2026 Period Ending: 05/31/2026

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 51100 - LEGISLATIVE						
11 - MAYOR AND CITY COUNCIL	79,841.00	79,841.00	5,175.95	32,419.92	32,419.92	47,421.08
Activity: 51100 - LEGISLATIVE Total:	79,841.00	79,841.00	5,175.95	32,419.92	32,419.92	47,421.08
Activity: 51200 - EXECUTIVE						
12 - CITY MANAGER	261,466.00	261,466.00	19,128.16	164,824.04	164,824.04	96,641.96
Activity: 51200 - EXECUTIVE Total:	261,466.00	261,466.00	19,128.16	164,824.04	164,824.04	96,641.96
Activity: 51300 - FINANCE						
13 - ADMINISTRATIVE SERVICES	153,448.00	153,448.00	9,110.21	103,988.65	105,103.65	48,344.35
Activity: 51300 - FINANCE Total:	153,448.00	153,448.00	9,110.21	103,988.65	105,103.65	48,344.35
Activity: 51310 - HUMAN RESOURCES						
13 - ADMINISTRATIVE SERVICES	98,965.00	98,965.00	7,280.80	35,582.56	35,582.56	63,382.44
Activity: 51310 - HUMAN RESOURCES Total:	98,965.00	98,965.00	7,280.80	35,582.56	35,582.56	63,382.44
Activity: 51400 - LEGAL						
14 - CITY ATTORNEY	65,000.00	65,000.00	7,663.50	34,226.45	34,226.45	30,773.55
Activity: 51400 - LEGAL Total:	65,000.00	65,000.00	7,663.50	34,226.45	34,226.45	30,773.55
Activity: 51500 - PLANNING AND ZONING						
30 - COMMUNITY DEVELOPMENT	282,107.00	282,107.00	12,183.23	109,320.42	125,520.42	156,586.58
Activity: 51500 - PLANNING AND ZONING Total:	282,107.00	282,107.00	12,183.23	109,320.42	125,520.42	156,586.58
Activity: 51600 - NON-COURT INFORMATION SYSTEMS						
16 - CITY CLERK	133,467.00	133,467.00	11,029.34	84,879.92	85,055.15	48,411.85
Activity: 51600 - NON-COURT INFORMATION SYSTEMS Total:	133,467.00	133,467.00	11,029.34	84,879.92	85,055.15	48,411.85
Activity: 51610 - INFORMATION TECHNOLOGY						
13 - ADMINISTRATIVE SERVICES	214,051.00	214,051.00	6,434.12	107,307.79	121,039.75	93,011.25
Activity: 51610 - INFORMATION TECHNOLOGY Total:	214,051.00	214,051.00	6,434.12	107,307.79	121,039.75	93,011.25
Activity: 51900 - GENERAL GOVERNMENT						
19 - GENERAL GOVERNMENT SERVICE DEPT.	0.00	0.00	0.00	20.50	20.50	-20.50
99 - NON DEPARTMENTAL	67,780.00	67,780.00	735.97	55,249.59	55,249.59	12,530.41
Activity: 51900 - GENERAL GOVERNMENT Total:	67,780.00	67,780.00	735.97	55,270.09	55,270.09	12,509.91
Activity: 51910 - FACILITIES						
50 - PUBLIC WORKS	382,073.00	1,103,934.20	13,107.70	465,390.06	744,800.66	359,133.54
Activity: 51910 - FACILITIES Total:	382,073.00	1,103,934.20	13,107.70	465,390.06	744,800.66	359,133.54
Activity: 52100 - LAW ENFORCEMENT						
20 - PUBLIC SAFETY	321,061.00	321,061.00	26,755.09	214,040.64	214,040.64	107,020.36
Activity: 52100 - LAW ENFORCEMENT Total:	321,061.00	321,061.00	26,755.09	214,040.64	214,040.64	107,020.36
Activity: 52200 - FIRE						
20 - PUBLIC SAFETY	1,183,323.00	1,183,323.00	0.00	591,661.36	591,661.36	591,661.64
Activity: 52200 - FIRE Total:	1,183,323.00	1,183,323.00	0.00	591,661.36	591,661.36	591,661.64
Activity: 52400 - CODE COMPLIANCE						
30 - COMMUNITY DEVELOPMENT	97,190.00	97,190.00	6,326.33	58,676.24	58,701.03	38,488.97
Activity: 52400 - CODE COMPLIANCE Total:	97,190.00	97,190.00	6,326.33	58,676.24	58,701.03	38,488.97
Activity: 52410 - BUILDING						
30 - COMMUNITY DEVELOPMENT	174,499.00	174,499.00	5,502.32	47,521.93	47,521.93	126,977.07
Activity: 52410 - BUILDING Total:	174,499.00	174,499.00	5,502.32	47,521.93	47,521.93	126,977.07
Activity: 53800 - STORMWATER						
50 - PUBLIC WORKS	463,944.00	463,944.00	12,391.76	118,903.85	158,687.14	305,256.86
Activity: 53800 - STORMWATER Total:	463,944.00	463,944.00	12,391.76	118,903.85	158,687.14	305,256.86
Activity: 54100 - STREETS						
50 - PUBLIC WORKS	4,218,648.00	4,218,648.00	27,742.58	201,730.63	267,640.40	3,951,007.60
Activity: 54100 - STREETS Total:	4,218,648.00	4,218,648.00	27,742.58	201,730.63	267,640.40	3,951,007.60
Activity: 56200 - ANIMAL CONTROL						
30 - COMMUNITY DEVELOPMENT	30,000.00	30,000.00	4,424.00	6,636.00	17,696.00	12,304.00
Activity: 56200 - ANIMAL CONTROL Total:	30,000.00	30,000.00	4,424.00	6,636.00	17,696.00	12,304.00

Budget vs Actuals

For Fiscal: 2025-2026 Period Ending: 05/31/2026

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Activity: 57100 - LIBRARY						
71 - LIBRARY	528,554.00	528,554.00	36,756.42	316,356.60	316,356.60	212,197.40
Activity: 57100 - LIBRARY Total:	528,554.00	528,554.00	36,756.42	316,356.60	316,356.60	212,197.40
Activity: 57200 - PARKS						
50 - PUBLIC WORKS	1,535,718.00	1,535,718.00	23,176.95	317,970.84	410,045.50	1,125,672.50
Activity: 57200 - PARKS Total:	1,535,718.00	1,535,718.00	23,176.95	317,970.84	410,045.50	1,125,672.50
Activity: 58100 - INTERFUND TRANSFER						
99 - NON DEPARTMENTAL	346,356.00	346,356.00	0.00	82,048.84	82,048.84	264,307.16
Activity: 58100 - INTERFUND TRANSFER Total:	346,356.00	346,356.00	0.00	82,048.84	82,048.84	264,307.16
Expense Total:	10,637,491.00	11,359,352.20	234,924.43	3,148,756.83	3,668,242.13	7,691,110.07
Fund: 001 - GENERAL FUND Surplus (Deficit):	-2,298,675.00	-3,020,536.20	23,492.92	484,463.58	-35,021.72	-2,985,514.48

Budget vs Actuals

For Fiscal: 2025-2026 Period Ending: 05/31/2026

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 101 - DISCRETIONARY SALES SURTAX						
Revenue						
00 - UNDESIGNATED	570,000.00	570,000.00	71,109.11	351,628.61	351,628.61	218,371.39
Revenue Total:	570,000.00	570,000.00	71,109.11	351,628.61	351,628.61	218,371.39

Budget vs Actuals

For Fiscal: 2025-2026 Period Ending: 05/31/2026

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 53800 - STORMWATER						
50 - PUBLIC WORKS	215,000.00	215,000.00	0.00	0.00	0.00	215,000.00
Activity: 53800 - STORMWATER Total:	215,000.00	215,000.00	0.00	0.00	0.00	215,000.00
Activity: 54100 - STREETS						
50 - PUBLIC WORKS	2,144,035.00	2,144,035.00	0.00	0.00	0.00	2,144,035.00
Activity: 54100 - STREETS Total:	2,144,035.00	2,144,035.00	0.00	0.00	0.00	2,144,035.00
Expense Total:	2,359,035.00	2,359,035.00	0.00	0.00	0.00	2,359,035.00
Fund: 101 - DISCRETIONARY SALES SURTAX Surplus (Deficit):	-1,789,035.00	-1,789,035.00	71,109.11	351,628.61	351,628.61	-2,140,663.61

Budget vs Actuals

For Fiscal: 2025-2026 Period Ending: 05/31/2026

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 410 - WATER/SEWER FUND						
Revenue						
00 - UNDESIGNATED	11,745,070.00	11,745,070.00	327,042.02	2,401,762.27	2,401,762.27	9,343,307.73
Revenue Total:	11,745,070.00	11,745,070.00	327,042.02	2,401,762.27	2,401,762.27	9,343,307.73

Budget vs Actuals

For Fiscal: 2025-2026 Period Ending: 05/31/2026

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Activity: 51700 - DEBT SERVICE PAYMENT						
99 - NON DEPARTMENTAL	0.00	0.00	2,714.27	45,659.39	45,659.39	-45,659.39
Activity: 51700 - DEBT SERVICE PAYMENT Total:	0.00	0.00	2,714.27	45,659.39	45,659.39	-45,659.39
Activity: 53300 - WATER						
50 - PUBLIC WORKS	4,707,927.00	4,707,927.00	109,943.73	827,249.25	987,535.81	3,720,391.19
Activity: 53300 - WATER Total:	4,707,927.00	4,707,927.00	109,943.73	827,249.25	987,535.81	3,720,391.19
Activity: 53500 - SEWER						
50 - PUBLIC WORKS	7,109,910.00	7,109,910.00	101,156.38	906,676.36	1,091,796.93	6,018,113.07
Activity: 53500 - SEWER Total:	7,109,910.00	7,109,910.00	101,156.38	906,676.36	1,091,796.93	6,018,113.07
Activity: 58100 - INTERFUND TRANSFER						
99 - NON DEPARTMENTAL	226,027.00	226,027.00	0.00	0.00	0.00	226,027.00
Activity: 58100 - INTERFUND TRANSFER Total:	226,027.00	226,027.00	0.00	0.00	0.00	226,027.00
Expense Total:	12,043,864.00	12,043,864.00	213,814.38	1,779,585.00	2,124,992.13	9,918,871.87
Fund: 410 - WATER/SEWER FUND Surplus (Deficit):	-298,794.00	-298,794.00	113,227.64	622,177.27	276,770.14	-575,564.14
Total Surplus (Deficit):	-4,386,504.00	-5,108,365.20	207,829.67	1,458,269.46	593,377.03	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001 - GENERAL FUND	-2,298,675.00	-3,020,536.20	23,492.92	484,463.58	-35,021.72	-2,985,514.48
101 - DISCRETIONARY SALES ...	-1,789,035.00	-1,789,035.00	71,109.11	351,628.61	351,628.61	-2,140,663.61
410 - WATER/SEWER FUND	-298,794.00	-298,794.00	113,227.64	622,177.27	276,770.14	-575,564.14
Total Surplus (Deficit):	-4,386,504.00	-5,108,365.20	207,829.67	1,458,269.46	593,377.03	

AGENDA ITEM

Agenda Item 7.6.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: July 6, 2026

SUBJECT: Monthly Performance Report

BACKGROUND:

The Monthly Performance Report is attached for May 2026. This is a PDF document. For the interactive report, please visit the City website at: <https://cityofmaryesther.com/376/Monthly-Performance-Report>

DISCUSSION:

FINANCIAL IMPACT:

RECOMMENDATION:

ATTACHMENT(S):

1. Monthly Performance Report - May 2026

Reporting Rollout: This is the City's fourth monthly performance report. Two metrics are new this month. Public Works began reporting *Street Sweeping Debris Collected* — the tons of debris removed from City streets on monthly sweeping routes and hauled to the Okaloosa County Transfer Station. Sweeping keeps sand, leaves, and litter out of the stormwater system, supporting drainage performance and the City's NPDES compliance, so tracking tonnage gives a direct measure of that work. Community Development also began reporting *Permits Issued*. This metric counts permits the City issues directly, which today are limited to items outside the Florida Building Code, such as fences, signs, sheds, and utility permits. Florida Building Code permits require licensed building officials and are currently issued through the City's interlocal agreement with Okaloosa County, so they are not included here. When the City transitions to its new third-party building services provider later this year, all permits will be issued through the City and this metric will capture total permitting activity. Data for both metrics appears in the trend charts. As additional metrics begin reporting reliable monthly data, they will appear automatically in future reports.

FROM THE CITY MANAGER

May brought strong momentum across the organization. The Library held its Summer Reading kickoff on May 30, ahead of its usual June start, welcoming 2,868 visitors for the month, the highest total since October, with program attendance well above target. I also want to commend City Clerk Dillon Morris, who completed ten public records requests in May with an average turnaround of 1.2 days, well ahead of the City's five-day standard. On the utility side, Jacobs responded quickly and effectively to a sanitary sewer overflow at the wastewater treatment plant, recovering roughly 4,000 of the 4,500 gallons released and completing all cleanup and required state reporting. With hurricane season underway, City staff participated in Okaloosa County's annual Hurricane Simulation, and OC-Wright Fire leadership took on statewide emergency support roles at the State Emergency Operations Center.

Jared Cobb, ICMA-CM

City Manager

WHAT HAPPENED THIS MONTH

May Highlights

City of Mary Esther Attends Okaloosa County's Annual Hurricane Simulation

[Read more](#) → (cityofmaryesther.com)

Yard of the Month - May 2026

[Read more](#) → (cityofmaryesther.com)

Ray's Pond Update

[Read more](#) → (cityofmaryesther.com)

Brewer Circle Sidewalk Updates

[Read more](#) → (cityofmaryesther.com)

AT A GLANCE

May by the Numbers



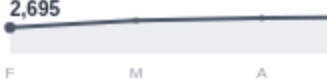
How We're Performing

● On Track ● Watch ● Off Track ● Baseline · Metrics with a target are measured against it. Metrics without a target track workload and demand. Charts show FY2026 monthly trends. An interactive version of this report is available on the City's website.

City Manager

▶ Hosted the City's first Office Olympics on May 20, a quarterly team-building field day at Bryn Mawr Park organized by the City's Events Committee, with a special thanks to Permit Technician Leslie Wright for her very active role in planning the event.

▶ Volunteered to serve on an evaluation committee for the Emerald Coast Regional Council's IT Managed Services procurement, supporting a regional partner organization.

METRIC	VALUE	TARGET	TREND	CHART	STATUS
Community Subscribers Website + social combined	2,780	—	—	2,695 	●

City Clerk

▶ All Council minutes and agendas completed and posted within required timeframes.

▶ Processed ten public records requests, with average completion time of 1.2 days.

METRIC	VALUE	TARGET	TREND	CHART	STATUS
Records Response Time Average business days	1.2 days	≤ 5 days	▼ 14%	3.5 	●
Records Requests	10	—	—	4 	●

- ▶ Maintained operating reserves well above the 6-month policy minimum at over 12 months of coverage.
- ▶ The City's annual budget and Capital Improvement Plan process began, with departments submitting their fiscal year 2026-27 requests to Finance for review.

Metric	Value	Target	Trend	Chart	Status
Operating Reserve Coverage Months of operating expenses	12.1 mo	6 months	—	12.1	●
Revenue vs. Budget Year-to-date collected ÷ annual budget	44%	On Pace	▲ 8%	34	●
Time to Pay City Bills Average days to process	14.8 days	≤ 20 days	▼ 3%	11.5	●



Community Development

- ▶ Code Compliance focused on seasonal enforcement priorities including overgrown vegetation, grass and weeds, derelict vehicles, and vagrant activity; three unpermitted temporary structures were removed through active code cases.
- ▶ Issued 8 permits in May, including commercial signage, sheds, and fencing.
- ▶ Completed a multi-department compliance review of the 7 Brew water line re-route, coordinated across Jacobs, Public Works, Planning & Zoning, and Code Compliance.
- ▶ Review underway for proposed Verizon equipment on the water tower at 160 Christobal Road.
- ▶ Coordinated the transition of building permitting and inspection services from the Okaloosa County interlocal agreement to a new third-party provider, with the contract presented to Council at the May 18 special meeting.

METRIC	VALUE	TARGET	TREND	CHART	STATUS
Active Business Licenses	346	—	—		●
Code Cases Opened	12	—	▲ 100%		●
Code Cases Closed	12	—	▼ 37%		●
Permits Issued <i>Excludes Florida Building Code permits, issued through Okaloosa County</i>	8	—	▼ 20%		●

Public Works

- ▶ Work continued on the five-year Pavement Management Plan with the City's engineering consultant, Kimley-Horn; staff created new GIS files for City-maintained roads and coordinated with several firms on pavement condition scoring.
- ▶ Completed 64 stormwater system inspections in May, continuing proactive maintenance of the City's drainage network.
- ▶ Completed asphalt repairs at multiple locations and began crack sealing on Brewer Circle, Crestwood Street, and Marcia.
- ▶ Completed construction at Azalea Park, with signage on order, and continued improvements at Springdale Park and Field.

METRIC	VALUE	TARGET	TREND	CHART	STATUS
Stormwater System Inspections	64	—	▲ 64%		●
Street Sweeping Debris Collected <i>Tons hauled to Okaloosa County Transfer Station</i>	24.4 tons	—	▲ 103%		●

Library

- ▶ Summer Reading Program kickoff was held May 30, ahead of its usual June start, driving program attendance to 679 and library visits to 2,868, the highest monthly total since October.
- ▶ Held multiple staff planning sessions for the 2026 Summer Reading Program, confirming vendors and presenters, finalizing program calendars, and marketing upcoming events.
- ▶ Continued collection development in the Youth Department's nonfiction section, weeding dated titles and adding newer, high-interest books.
- ▶ Refined staff workflows and procedures in preparation for the summer program season.

METRIC	VALUE	TARGET	TREND	CHART	STATUS
Library Visits	2,868	2,000/mo	▲ 19%		●
Items Circulated	4,224	4,000/mo	▼ 1%		●
Program Attendance	679	400/mo	▲ 83%		●
Active Memberships	2,773	—	—		●

Utilities — Jacobs

- ▶ Responded to one sanitary sewer overflow at the wastewater treatment plant of approximately 4,500 gallons, with roughly 4,000 gallons recovered; cleanup and required reporting were completed.
- ▶ Completed 263 service requests during the month.
- ▶ Repaired three fire hydrants and replaced one system valve.
- ▶ Completed tri-annual chemical sampling for the water system and annual sludge nutrient and metals sampling for the wastewater treatment plant.

METRIC	VALUE	TARGET	TREND	CHART	STATUS
Utility Main Breaks <i>Water & sewer lines</i>	0	≤ 2/mo	▼ 100%		●

Fire — OC-Wright

- ▶ Welcomed new firefighter/paramedic Cody Buhlke, a former Air Force paramedic and recent fire academy graduate. With current students and members attending paramedic school next year, the District anticipates adding five additional paramedics by the end of the summer.
- ▶ Water Rescue Program continued: the first group of personnel completed Boat Operator and Water Rescue training in Louisiana, with additional groups scheduled through the summer. One of the District's two water rescue assets will be housed at Station 11 in Mary Esther.
- ▶ Received and deployed new Hurst extrication equipment ("Jaws of Life"), with one complete set assigned to Engine 11, enhancing rescue capabilities for Mary Esther residents.
- ▶ Chiefs Good and Wagner were selected by the Florida State Fire Marshal to serve as ESF-4/9 representatives at the State Emergency Operations Center during recent statewide wildfire operations, and Chief Arne participated in the annual Okaloosa County Hurricane Exercise ahead of hurricane season.
- ▶ Responded to 46 calls for service in May, with no fire loss reported.

METRIC	VALUE	TARGET	TREND	CHART	STATUS
Fire Loss <i>Property value lost to fire</i>	\$0.00	—	▼ 100%		●
Calls for Service	46	—	▼ 13%		●



Law Enforcement — OCSO

- Maintained strong Priority 1 emergency response performance, with 93.1% of calls reached within the 5-minute target. Violent and property crime counts remain low for the month.

METRIC	VALUE	TARGET	TREND	CHART	STATUS
Emergency Response Time <i>% of Priority 1 calls under 5 minutes</i>	93%	≥ 90%	—		●
Violent Crimes <i>Reported FBI UCR Part I incidents in city limits</i>	5	—	▼ 38%		●
Property Crimes <i>Reported FBI UCR Part I incidents in city limits</i>	9	—	—		●
Calls for Service	521	—	▲ 5%		●

Project Report

New City Hall →

CONSTRUCTION

BUDGET

\$3M

PROGRESS

90%

PHASE

Construction

Project is past its original January 2026 substantial completion date. Completion date anticipated late June/early July.

Azalea Park →

CONSTRUCTION

BUDGET

\$300K

PROGRESS

95%

PHASE

Construction

Trail construction and additional plantings installed. Park rules and kiosk signage are being fabricated. Ribbon cutting anticipated in July.

Azalea Neighborhood Infrastructure →

CONSTRUCTION

BUDGET

\$7.54M

PROGRESS

0%

PHASE

Construction

Bid awarded. Contract approval anticipated in June.

Mary Esther Blvd Beautification →

DESIGN

BUDGET

\$724K

PHASE

Design

No bids received. Project reposted; bid opening July 7.

Christobal Landing →

DESIGN

BUDGET

\$3M

PHASE

Design

Phase 2 archaeological study underway. Bid timeline to be determined upon completion of study.

NW Stormwater Improvements →

DESIGN

BUDGET

\$1M

PHASE

Design

Design 90% complete. Awaiting easement approval from Eglin AFB. Received \$250,000 state appropriation.

Hwy 98 Water Main →

DESIGN

BUDGET

\$3.7M

PHASE

Design

\$3.5M Grant secured. Project proceeding to design.

Wastewater Force Main →

PLANNING

BUDGET

\$14M

PHASE

Planning

Force main option selected by Council; funding now being pursued.

Wastewater Oxidation Ditch →

ON HOLD

BUDGET

\$1.88M

PHASE

On Hold

On hold pending decision on wastewater force main.

[View all projects on our website →](#)

Connecting Performance to Strategy

This report supports the City's Strategic Plan (FY2026–2030). When a metric is flagged **Off Track** or remains at **Watch** for three or more months, the system triggers a strategic review — staff presents the data trail, root cause, and a recommended OKR at the next quarterly Council workshop.

Progress on active OKRs is reported in the Quarterly Strategic Report. For more detail, see the Strategic Plan Implementation Guide.

City of Mary Esther — A Growing Community
195 Christobal Road N · Mary Esther, FL 32569 · (850) 243-3566

cityofmaryesther.com

Report generated July 02, 2026 at 05:45 PM

AGENDA ITEM

Agenda Item 8.1.

TO: Honorable Mayor and Members of the City Council

FROM:

DATE: July 6, 2026

SUBJECT: Chris Waggenspack - 23 E. Lane

BACKGROUND:

This speaker's form was turned into the clerk's office on June 12th, 2026.

DISCUSSION:

FINANCIAL IMPACT:

RECOMMENDATION:

ATTACHMENT(S):

1. Speaker's Form



SPEAKER'S FORM

City of Mary Esther Council Meeting

As you complete the form below, please note certain fields marked with an asterisk (*) are required. Late or incomplete submissions, particularly where required information is omitted, will be deferred by Council to a future meeting pending receipt of all information.

COMPLETED FORMS WITH ACCOMPANYING PRESENTATION MATERIALS MUST BE TURNED IN TO THE CITY CLERK BY 10 AM ON THE DAY ONE WEEK PRIOR TO THE MEETING DATE. (For example, if the meeting is on the 10th, the form and supporting documentation must be submitted by 10 AM on the 3rd of month.)

Only one (unbound) set of material is required *unless color copies are requested*, in which case six complete, collated, and unbound sets are required.

PRINT OR TYPE

Date of Submission: 6-12 *Council Meeting Date: July-6

*Speaker's Name: Chris Waggenpack *Address: 23 E Lane

*Speaker's Phone or Email address: CPWaggenpack@gmail

*Topic/Issue: (use the back or separate sheet if needed) water bill deposit

*Have you spoken with City Staff or the City Manager about this issue? If so, who and when?

Teri Davis

Desired action by Council? _____

*Presentation Materials Attached? Yes _____ No _____ # of Pages _____

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

AGENDA ITEM

Agenda Item 10.1.

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Reed, Community Development Director

DATE: July 6, 2026

SUBJECT: Ordinance 2026-02: Electric Bicycles, Motorized Scooters, and Micromobility Devices

BACKGROUND:

Representatives from local municipalities and Okaloosa County convened last year to collaboratively develop an electronic bicycle and micromobility ordinance in response to increasing safety concerns, regulatory inconsistencies, and enforcement challenges associated with the increased use of electric bicycles and scooters.

Through this coordinated effort, a model ordinance was drafted to establish uniform regulations across all participating jurisdictions. The intent is to promote public safety, ensure consistent enforcement, and provide clear guidance to residents and visitors by adopting substantially similar provisions countywide. Several cities throughout the county have already adopted the ordinance, and others are currently adopting it, further advancing a cohesive regulatory framework.

The first reading occurred on April 6, 2026, with unanimous approval. Prior to the second reading, the OCSO requested a change regarding speed limits. This change was made, and the ordinance is being brought back for a first reading.

DISCUSSION:

The proposed ordinance establishes Article V of Chapter 18 of the Code of Ordinances to regulate electric bicycles (E-bikes), motorized scooters (E-scooters), and other micromobility devices within the City of Mary Esther. The ordinance is adopted pursuant to the City's home rule authority under Florida Statutes Section 166.021 and is consistent with the regulatory framework set forth in Florida Statutes Sections 316.2128 and 316.20655.

The ordinance responds to the increasing use of micromobility devices for both transportation and recreational purposes. While supporting these low-cost, energy-efficient mobility options, the ordinance establishes clear operational standards to promote public safety, protect pedestrians, and

ensure the orderly use of public rights-of-way.

Key provisions include clearly defined terms consistent with state law, including a limitation that covered devices may not exceed 20 miles per hour on level ground. The ordinance excludes wheelchairs and other ADA-recognized mobility devices to ensure compliance with federal accessibility requirements.

Operational regulations require operators to comply with all applicable traffic laws and establish specific safety measures. Operators 16 years of age or younger must wear a properly fitted helmet meeting federal safety standards. The ordinance prohibits careless operation, including distracted riding, unsafe speeds, failure to yield to pedestrians, and operating against the flow of traffic. It requires audible signaling when overtaking pedestrians, compliance with traffic control devices, and adherence to state lighting standards. The modification of E-bike motors to exceed manufacturer design speeds is expressly prohibited.

The ordinance permits operation on sidewalks, trails, bike lanes, and roadways in accordance with state law, while requiring that operators travel in the same direction as vehicular traffic. It also establishes parking standards designed to prevent obstruction of sidewalks, building entrances, accessibility ramps, fire hydrants, and emergency facilities. A minimum three-foot pedestrian clearance must be maintained, and abandoned devices are subject to applicable state abandonment procedures.

Enforcement is structured as a non-criminal civil infraction system with a graduated penalty schedule. A first violation results in a written warning, followed by escalating fines for subsequent violations, up to a maximum of \$500.00. This approach emphasizes education and voluntary compliance while providing meaningful enforcement authority when necessary.

After review and discussion with Captain Michael Rader of the Okaloosa County Sheriff's Office, a minor change to the ordinance from the first reading was made. The language from the original ordinance stated, "An operator of an electric bicycle on a sidewalk or any other area designated for pedestrian use may not operate the electric bicycle at a speed greater than 10 miles per hour if a pedestrian is within 50 feet of the electric bicycle," was changed to align with the Okaloosa County Ordinance, now stating "The maximum speed of a micromobility device on a public sidewalk, walkway, path, or trail shall not exceed a speed that is reasonably prudent for the current conditions or environment." Captain Radar recommended this change, stating, "There is little to no chance of measuring an operator's speed on these devices due to the small size and lack of reflectivity needed for speed measurement devices."

Overall, the ordinance provides a comprehensive and balanced regulatory framework that supports micromobility as a transportation option while prioritizing pedestrian safety, accessibility, and consistent enforcement within the City.

FINANCIAL IMPACT:

The ordinance does not create any unfunded mandate or require a budget amendment at this time.

No appropriation of funds is required for the adoption of this ordinance. Future revenue and expenditure adjustments related to commercial permitting or expanded enforcement efforts will be addressed through the annual budget process or by separate resolution of the City Council.

RECOMMENDATION:

Motion to approve a first reading of Ordinance 2026-02 creating Article V of Chapter 18 of the Code of Ordinances to establish regulations governing electric bicycles, motorized scooters, and micromobility devices within the City of Mary Esther.

ATTACHMENT(S):

1. Exhibit A: Ordinance 2026-02
2. Exhibit B: Business Impact Statement

ORDINANCE NO. 26-02

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA; CREATING ARTICLE V UNDER CHAPTER 18 OF THE MARY ESTHER CODE OF ORDINANCES, TITLED “ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND MICROMOBILITY DEVICES”; AND PROVIDING FOR ENFORCEMENT, SEVERABILITY, CONFLICTS, CODIFICATIONS, AND AN EFFECTIVE DATE.

SECTION 1: AUTHORITY.

The authority for enactment of this Ordinance is Section 166.021, Florida Statutes, and the City Charter.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the public has a growing interest in using personal micromobility devices, including electric bicycles and motorized scooters for transportation and recreational purposes; and

WHEREAS, the City of Mary Esther City Council supports the safe use of low-cost, energy-efficient micromobility devices on City roads and rights-of-way; and

WHEREAS, Florida Statute 316.2128(1) grants micromobility device and motorized scooter operators, "all of the rights and duties applicable to the rider of a bicycle," including the right to operate motorized scooters on sidewalks, streets, and trails; and

WHEREAS, Sections 316.2128 and 316.20655, Florida Statutes, regulate micromobility devices and authorize the City, under certain circumstances, to adopt an ordinance governing the operation of micromobility devices on streets, highways, sidewalks, and sidewalk areas under the City's jurisdiction; and

WHEREAS, Florida Statute 316.2128(1), further allows local governments to adopt ordinances governing the operation of micromobility devices and motorized scooters on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction; and

WHEREAS, the Florida Legislature enacted CS for SB 382 (2026), effective July 1, 2026, amending Section 316.20655, Florida Statutes, to impose specific speed and operational requirements for electric bicycles on shared pathways and pedestrian areas, and establishing the Micromobility Device Safety Task Force and mandatory crash reporting requirements applicable statewide; and

NOW, THEREFORE, be it ordained by the City Council of the City of Mary Esther, Florida as follows:

SECTION 3. RECITALS.

The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 4. CODE OF ORDINANCES.

The Code of Ordinances of the City of Mary Esther is hereby created to read as follows:

Sec. 18-44. – Definitions.

The following definitions shall apply throughout this chapter:

Bicycle: Every vehicle propelled solely by human power, having two tandem wheels, and including any device generally recognized as a bicycle, though equipped with two front or two rear wheels. The term does not include a scooter or similar device. (F.S. § 316.003 (4))

Bicycle Lane: shall mean a portion of a roadway designated for the preferential or exclusive use of bicycles and designated by a bicycle symbol pavement marking and signage in accordance with Florida Department of Transportation and standards and the Manual of Uniform Traffic Control Devices. (F.S. § 316.003 (5))

Bicycle Path: shall mean any road, path, or way that is open to bicycle travel, which road, path, or way is physically separated from motorized vehicular traffic by an open space or by a barrier and is located either within a public or publicly accessible right-of-way or within an independent right-of-way. (F.S. § 316.003(6))

Electric Bicycle or E-Bike: means a bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor. This term includes devices defined as electric bicycles pursuant to section 316.003(23), Florida Statutes, as may be amended. However, this term does not include “wheelchairs” or “other power-driven mobility devices” as defined under the ADA, 28 CFR s. 35.104, as may be amended.

Micromobility Device: means motorized scooters and electric bicycles as defined herein and shall include any motorized transportation device which is incapable of traveling at speeds greater than twenty (20) miles per hour on level ground. This term shall also include those devices defined in section 316.003(41), Florida Statutes, as may be amended. However, this term does not include “wheelchairs” or “other power-driven mobility devices” as defined under the ADA, 28 CFR § 35.104, as may be amended.

Motorized Scooter or E-Scooters: means any vehicle or micromobility device, other than an electric bicycle, that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than twenty (20) miles per hour on level ground. This term includes those devices defined as motorized scooters pursuant to section 316.003(48), Florida Statutes, as may be amended. However, this term does not include “wheelchairs” or “other power-driven mobility devices” as defined under the ADA, 28 CFR s. 35.104, as may be amended.

Operator: Any person riding, driving, or otherwise in actual physical control of a micromobility device.

Pedestrian: Any person afoot. (F.S. § 316.003(57))

Right-Of-Way: means land devoted to or required for use as a roadway, sidewalk, or other associated feature, and includes, without limitation,

- (i) all existing or dedicated road rights-of-way and
- (ii) all proposed dedications of road rights-of-way set forth on official grading and drainage plans approved pursuant to tentative plats.

Sidewalk: means that portion of a right-of-way between the curbline, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians. (F.S. § 316.003(82))

Sec. 18-45. – Operations.

- (a) Operators of micromobility devices shall comply with all applicable State, County, and City laws, rules, and regulations as may be applicable to such devices.
- (b) Operators of an E-Bike, E-Scooter, or other micromobility device, who are 16 years of age or younger, must wear, at a minimum, a bicycle helmet that is properly fitted and is fastened securely upon the operator's head by a strap and that meets the federal safety standards for bicycle helmets, final rule, 16 C.F.R. part 1203.
- (c) It shall be unlawful for any person to operate any E-Bike, E-Scooter, or other micromobility device in a careless manner. Careless operations of an E-Bike, E-Scooter, or other micromobility device shall include, but is not limited to:
 - (i) Operation of an E-Bike, E-Scooter, or other micromobility device with more than one person on the micromobility device, unless such micromobility device is specifically designed to carry more than one person; or
 - (ii) Operation of an E-Bike, E-Scooter, or other micromobility device while simultaneously using a cellphone, wearing earbuds or similar devices not used to aid in hearing; or
 - (iii) Operation of an E-Bike, E-Scooter, or other micromobility device at a speed greater than is reasonable and prudent under the conditions, having regard to the actual and potential hazards then existing, including, but not limited to; or
 - (i) the safety of the operator or any other person or property; or
 - (ii) Failing to yield to pedestrians; or
 - (iii) Weaving in and out of pedestrian or vehicular traffic; or
 - (iv) Any occurrence where inadvertence to the safe and normal operational procedures of the E-Bike, E-Scooter, or other micromobility device causes or is likely to cause damage to any person or property;
- (d) An operator of an E-Bike, E-Scooter, or other micromobility device shall yield the right-of-way to pedestrians and shall deliver an audible signal before overtaking and passing a pedestrian.
- (e) An operator of an E-Bike, E-Scooter, or other micromobility device shall take such precautions as may be necessary to avoid an accident or collision with a person or property.
- (f) E-Bikes, E-Scooters, and other micromobility devices are permitted to operate on public sidewalks, walkways, paths, or trails; (i) an operator of an electric bicycle on a shared pathway that is

not located adjacent to a roadway, including a shared pathway located in a park or recreational area, shall yield to pedestrians and shall give an audible signal before overtaking and passing a pedestrian; and (ii) The maximum speed of a micromobility device on a public sidewalk, walkway, path, or trail shall not exceed a speed that is reasonably prudent for the current conditions or environment.

Micromobility devices may be operated within designated bike lanes of a roadway, if available; or if no bike lane is available, on the roadway, as close as practicable to the right-hand curb or edge of the roadway except under any of the following situations:

1. When overtaking and passing another bicycle or vehicle proceeding in the same direction.
 2. When preparing for a left turn at an intersection or into a private road or driveway.
 3. When reasonably necessary to avoid any condition or potential conflict, including, but not limited to, a fixed or moving object, parked or moving vehicle, bicycle, pedestrian, animal, surface hazard, turn lane, or substandard-width lane, which makes it unsafe to continue along the right-hand curb or edge or within a bicycle lane.
- (g) When operating an E-bike, E-scooters, or other micromobility device on a roadway or on a sidewalk, when sidewalks are on both sides of the road, operators shall travel in the same direction as the flow of vehicular traffic. E-bikes, E-Scooters, or other micromobility devices operated on roadways shall not be operated against the flow of vehicular traffic.
- (h) An operator of an E-bike, E-Scooter, or other micromobility device must adhere to the same right-of-way laws and regulations as bicycles.
- (i) At a signalized intersection, an operator of an E-bike, E-scooter, or other micromobility device on a sidewalk, walkway, path, or trail must obey the instructions of any applicable pedestrian control signal. If no pedestrian signal is provided, the operator may proceed in accordance with the signal indications for the parallel roadway traffic flow.
- (j) All E-Bike, E-Scooter, or other micromobility devices shall comply with the lighting standards set forth in Section 316.2065(7), Florida Statutes as may be amended, which requires a reflective front white light visible from a distance of at least 500 feet, and a reflective rear red light visible from a distance of at least 600 feet.
- (k) E-Bike motors shall not be modified to allow for higher speed than the E-Bike is designed to attain. (F.S. § 316.20655(4))
- (l) E-Bikes, E-Scooters, or other micromobility devices may not be operated on private property without the express permission of the property owner.

Sec. 18-46. – Parking.

- (a) E-Bike, E-Scooter, or other micromobility devices shall be equipped with a kickstand and always parked upright.
- (b) A person shall not park an E-Bike, E-Scooter, or other micromobility device:

- (i) in a manner that obstructs any ingress or egress from any building or parking area, or in a manner that prevents any sidewalk, walkway, path, or trail from maintaining at least three (3) feet of walkway clearance; or
- (ii) in a manner that obstructs or interferes with pedestrian or vehicular traffic; or on an accessibility ramp for persons with disabilities, or any part thereof, or in any manner that would restrict the movement for persons with disabilities; or
- (iii) within a motor vehicle parking space not designated for micromobility device use; or
- (iv) within fifteen (15) feet of any fire hydrant or in a manner that blocks any other emergency facility; or
- (v) on any public property, except at bicycle racks, designated micromobility parking areas, or other locations specifically authorized by the City Manager or designee; or
- (vi) on any private property without the permission of the property owner.

(c) A person may not attach, secure, store, or park an E-Bike, E-Scooter, or other micromobility device to or upon public property in a manner that may cause injury or damage to any person or thing or in a manner that renders the public property unusable or impassable. E-Bikes, E-Scooters, or other micromobility devices may only be secured to facilities designed to secure and store these devices.

(d) Except as expressly allowed by the City Manager or his or her designee, any E-Bike, E-Scooter, or other micromobility device left unattended on public property, including in parks or rights-of-way, for one (1) week or more shall be deemed abandoned and subject to the provisions of Chapter 705, Florida Statutes. If a device is obstructing or posing a hazard, it is subject to immediate removal and storage at City Hall for one (1) week to allow retrieval by the owner. After one week, the device will be deemed abandoned.

Sec. 18-47. – Penalties.

A violation of any Section of this article shall be deemed a non-criminal traffic infraction, punishable as a non-moving violation as provided in Chapter 318, Florida Statutes. The state-law penalty applies independently of and in addition to the civil penalty imposed under Sec. 18-47 of this Chapter for violation of other provisions hereof.

a) Civil penalties for violations of this article shall be established by resolution of the City Council, not to exceed \$500.00 per violation.

(b) Violations shall be counted on a rolling twelve (12) month basis. After twelve (12) consecutive months with no violations, the count shall reset.

Sec. 18-48. – Enforcement.

[NOTE: New section clarifying enforcement authority.]

(a) This article may be enforced by the Okaloosa County Sheriff's Office, the City's code enforcement officers, or other persons designated by the City Manager.

(b) Code enforcement officers shall have the authority to enforce the parking provisions of Sec. 18-46 and to issue citations for violations of this article through the City's code enforcement process.

(c) Nothing in this article shall be construed to limit the authority of law enforcement officers to enforce applicable state traffic laws or to take any other action authorized by law.

(d) The Okaloosa County Sheriff's Office (OCSO) shall, beginning 30 days after effective date of CS for SB 382, maintain a list of all traffic crashes investigated by the Department which involve a micromobility device, regardless of whether the crash is reported on a Florida Traffic Crash Report (Long Form), short-form crash report, or driver exchange of information form. Each such list entry must include: (1) the date and time of the crash; (ii) if applicable, the class of electric bicycle involved, (iii) the age of the micromobility device operator; and (iv) if known, whether the operator possessed a valid Florida learner's driver license or driver's license at the time of the crash. By October 15, 2026, the OCSO shall submit a report to the Department of Highway Safety and Motor Vehicles containing a list of all micromobility device crashes investigated by the Department from the beginning of the reporting period through September 30, 2026, in the form and manner determined by the state Department of Highway Safety and Motor Vehicles.

Sec. 18-49. – Commercial Micromobility Providers.

(a) No person or entity shall deploy, offer for rent, or otherwise make available for public use any shared or commercial micromobility devices within the City without first entering into an operating agreement approved by the City Council or obtaining a permit from the City Manager or designee.

(b) An application for a commercial micromobility operating agreement or permit shall include, at a minimum:

- (1) The name, address, and contact information of the applicant and any parent company;
- (2) A description of the devices to be deployed, including type, quantity, and maximum fleet size;
- (3) A proposed service area map;
- (4) Proof of commercial general liability insurance in an amount determined by the City Manager, naming the City as an additional insured;
- (5) An indemnification and hold harmless agreement in a form acceptable to the City Attorney;
- (6) A plan for device maintenance, rebalancing, and removal of inoperable devices within twenty-four (24) hours of notification; and
- (7) A plan for customer education regarding applicable laws and regulations, to include the state-mandated requirements of Section 316.20655(10), Florida Statutes, governing electric bicycle speed limits near pedestrians and operation on shared pathways not adjacent to roadways.

(c) The City Council may establish permit fees, per-device fees, and other charges by resolution as part of the comprehensive fee schedule.

(d) The City Manager or designee may impose conditions on any permit or operating agreement to address public safety, parking, fleet size, hours of operation, geographic restrictions, data sharing, and other operational requirements.

(e) A permit or operating agreement may be suspended or revoked by the City Manager for failure to comply with the terms of the agreement, this article, or any applicable law.

(f) Notwithstanding Section 18-46 (d), any commercial micromobility device deployed within the City without a valid permit or operating agreement may be impounded by the City or its agents, independent of the abandoned property procedures of Chapter 705, Florida Statutes. The provider shall be responsible for all costs associated with impoundment and storage.

SECTION 5. SEVERABILITY.

In the event any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of City Council that such invalidity shall not affect any other provisions of the Ordinance which may be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are declared severable.

SECTION 6. CONFLICTS.

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 7. CODIFICATION.

It is the intention of the Mary Esther City Council that the provisions of this Ordinance shall become a part of the City's Code of Ordinances; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or re-lettered and the correction of typographical errors which do not affect the intent may be authorized by the City Manager, without need of public hearing, by filing a corrected or recodified copy of the same with the City Clerk.

SECTION 8. EFFECTIVE DATE.

The provisions of this Ordinance shall take effect as provided by law.

So Done this ____ day of _____, 2026.

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

ATTEST:

Dillon Morris, City Clerk

1st Reading: _____

Published: _____

2nd Reading: _____

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA; CREATING ARTICLE V UNDER CHAPTER 18 OF THE MARY ESTHER CODE OF ORDINANCES, TITLED "ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND MICROMOBILITY DEVICES"; AND PROVIDING FOR ENFORCEMENT, SEVERABILITY, CONFLICTS, CODIFICATIONS, AND AN EFFECTIVE DATE.

Ordinance 2026-02

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance:

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

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

To amend the Code of Ordinances to support the safe use of low-cost, energy-efficient micromobility devices on City roads and rights-of-way.

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

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct economic impacts are anticipated.

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

No business will be impacted.

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

AGENDA ITEM

Agenda Item 10.2.

TO: Honorable Mayor and Members of the City Council

FROM: Dillon Morris, City Clerk

DATE: July 6, 2026

SUBJECT: Ordinance 2026-03: Election Date Change

BACKGROUND:

The mayor and council tasked City Clerk Morris with developing an ordinance amending the city charter to align general elections with the country's national elections. After working with City Attorney Dykes and ballot language approved by Supervisor of Elections Lux, the city is bringing forth Ordinance 2026-03 for approval. First reading was approved at the regular meeting on June 1, 2026.

DISCUSSION:

This ordinance will amend the city charter, amending section 3.05 - Elections and Terms, to align our regular elections with national elections, holding them on the first Tuesday after the first Monday in November of each even general election year. If approved after second reading, this item will be voted on by the residents for adoption in the November 3rd, 2026, national election.

FINANCIAL IMPACT:

This is expected to reduce general election costs as they will be handled by the Okaloosa County Supervisor of Elections, including the ballots and canvassing board requirements. If the city hosts a special election outside of the national elections, those costs will not be covered by the Okaloosa County Supervisor of Elections and would need to be paid for with city funds.

RECOMMENDATION:

Motion to approve a second and final reading of Ordinance 2026-03 amending the charter of the city to change the regular election date to the first Tuesday after the first Monday in November of each even general election year.

ATTACHMENT(S):

1. Ordinance 2026-03

ORDINANCE NO. 2026-03

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA, AMENDING THE CHARTER OF THE CITY OF MARY ESTHER; AMENDING SECTION 3.05 TITLED "ELECTION AND TERMS"; PROVIDING FOR CODIFICATION; PROVIDING FOR BALLOT QUESTION AND SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes Section 166.031(1) provides, in part, that "[t]he governing body of a municipality may, by ordinance..., submit to the electors of said municipality a proposed amendment to its charter. Which amendment may be to any part or to all of said charter except that part describing the boundaries of such municipality"; and

WHEREAS, the City Council proposes an amendment to the City Charter Section 3.05 "Election and Terms", for purposes of setting the election date for the City's elected officials as the first Tuesday after the first Monday in November of each even general election year.

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

SECTION 1: AUTHORITY

The authority for enactment of this Ordinance is Section 166.031, Florida Statutes.

SECTION 2: CHARTER AMENDMENT

ESTABLISHMENT OF NOVEMBER CITY ELECTION DATE. If the ballot language is approved, it would amend the City Charter by setting the regular election date for the city council members and the mayor as the first Tuesday after the first Monday in November of each even-numbered general election year. Current elected officials whose terms were to end in March 2028 shall have their respected term automatically extended to noon on December 4, 2028 to accommodate the change in the general election date and align their term to the new election cycle. Swearing in of elected officials under the new election cycle shall be during the first regular council meeting in December.

Sec. 3.05. - Election and terms.

The regular election of the city council members and mayor shall be held on the first Tuesday after the first Monday in November of each general election year for statewide elections. The candidate receiving the highest number of votes for each office shall be declared elected. Terms of office for council members and the mayor shall begin on the first regular council meeting scheduled in December, immediately following the regular election ~~When a Presidential Preference Primary occurs prior to a scheduled city election, the city council may change by resolution the date of the city's upcoming election so as to coincide~~

~~with the Presidential Preference Primary.~~ The council shall consist of five (5) seats. Three (3) seats will be filled at one (1) election and the remaining two (2) seats will be filled at the next regularly scheduled election. The terms of office for the city council shall be for four (4) years. The term of office for the mayor shall be for two (2) years.

The supervisor of elections shall be responsible for conducting all municipal elections as provided by Florida Election Code and any other applicable laws.

SECTION 3: OFFICIAL BALLOT QUESTION

The ballot to be used in the referendum election shall be in full compliance with the laws of the State of Florida, and shall be in substantially the following form:

Ballot Question 1:

Official Ballot

Moving City Elections to November General Election Dates

Shall the City Charter be amended to move the election dates for the mayor and city council to coincide with the November statewide general election cycle, which occurs in even years?

_____Yes

_____No

SECTION 4: NOTICE OF ELECTION

The above Charter amendment contained in this ordinance shall be sent to a referendum election and shall become effective if a majority of voters vote to approve the amendment in the election on November 3, 2026. An amendment approved by City voters as provided by law shall be effective immediately and become a part of the City Charter. If approved, the City Clerk is requested to promptly file the amended Charter with the Department of State, as required by Section 166.031(2), Florida Statutes.

SECTION 5: PLACES OF VOTING INSPECTORS AND CLERKS

All qualified electors residing within the City shall be entitled and permitted to vote at such referendum election on the proposition provided herein. The time and places of voting and the inspectors and clerks of the referendum election to be held on November 3, 2026, shall be those designated by the Okaloosa County Supervisor of Elections in accordance with the laws of the State of Florida.

SECTION 6: VOTE-BY-MAIL

Any electors participating in said referendum shall be entitled to cast their ballots in accordance with the provisions of the laws of the State of Florida with respect to voting by mail. The form of ballots to be used in such referendum election for these voters shall be the same as used at the polling places for such election.

SECTION 7: EARLY VOTING

Adequate provisions shall be made for early voting as required by §101.657, *Florida Statutes*. The form of ballots to be used in the referendum for early voting shall be the same as used in the polling places for the election. The Supervisor of Elections shall designate the early voting dates, times and locations.

SECTION 8: PRINTING OF BALLOTS

The Supervisor of Elections is authorized and directed to have printed a sufficient number of the aforesaid ballots for use of vote-by-mail electors entitled to cast such ballots in such referendum election and shall also have printed sample ballots and deliver them to the inspectors and clerks on or before the date and time for the opening of the polls for such referendum election for the voting places; and, further, is authorized and directed to make appropriate arrangements for the conduct of the election at the polling places specified.

SECTION 9: ELECTION PROCEDURE

The Supervisor of Elections shall hold, administer and conduct the referendum election in the manner prescribed by law for holding such elections in the City. Returns shall show the number of qualified electors who voted in such referendum election on the proposition and the number of votes cast respectively for and against approval of the proposition. The returns shall be canvassed in accordance with law.

SECTION 10: REFERENDUM RESULTS

If a majority of the ballots cast at such election shall be for the amendment, then the amendment of the Charter shall be approved.

SECTION 11: SEVERABILITY

In the event that 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, phrase, sentence or paragraph hereof.

SECTION 12: SCRIVENER'S ERRORS

Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the city clerk and city attorney, may be corrected with the endorsement of the city manager or designee without the need for a public hearing.

SECTION 13: CONFLICTING PROVISIONS

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed, provided, however, that any code or ordinance that provides an alternative process to effectuate the general purposes of this ordinance shall not be deemed a conflicting code or ordinance.

SECTION 14: EFFECTIVE DATE

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

SECTION 15: INCORPORATION INTO THE CITY CHARTER

This ordinance shall be incorporated into the City of Mary Esther's Charter and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SO DONE this _____ day of _____ 2026.

By:

Approved as to form and legality:

Chris Stein,
Mayor
City of Mary Esther,
Florida

Hayward Dykes, Jr.,
City Attorney

Attest:

Dillon Morris,
City Clerk

First Reading: _____

Advertised: _____

Second Reading: _____

AGENDA ITEM

Agenda Item 10.3.

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Reed, Community Development Director

DATE: July 6, 2026

SUBJECT: Ordinance 2026-04: Rezone Request for 180 Mary Esther Boulevard

BACKGROUND:

The rezone application, submitted on April 15, 2026, requests a change in zoning designation from C-1 (Limited Commercial) to C-2 (General Commercial). Sprop LLC, a Florida limited liability company owned by Mr. Shreepal Parikh, operates a gas station and convenience store on a 1.68-acre parcel located on the east side of Mary Esther Blvd. This location is approximately 171 feet south of Hollywood Blvd and about 1,018 feet north of Miracle Strip Pkwy, with the address 180 Mary Esther Blvd (Parcel ID: 16-25-24-0000-0022-0020). The business has been in operation at this site since 2012.

Recently, the applicant added U-Haul truck and trailer rental services to their existing operations. Staff determined that these vehicle rental services are not permitted under the current C-1 zoning classification. Consequently, a rezone to General Commercial (C-2) is necessary to bring the property into compliance with the City's Land Use regulations. The Local Planning Agency issued a recommendation for approval on June 1, 2026, followed by City Council approval of the first reading.

DISCUSSION:

The proposed C-2 (General Commercial) designation is more permissive than C-1 and allows for a broader range of commercial uses, including vehicle rental services. The rezone would bring the existing U-Haul operation into compliance with the new zoning regulations.

Both adjacent parcels to the north (164 Mary Esther Blvd) and south (190 Mary Esther Blvd) are zoned C-2, which would make the subject property an isolated C-1 parcel. This proposed rezone aligns with the corridor's existing commercial character. There will be no physical changes to the current structure, signage, or site layout, except for designated areas of the parking lot for U-Haul rental services.

FINANCIAL IMPACT:

The rezoning is expected to have a marginal positive fiscal impact on the City, as the U-Haul operation will contribute annual BTR revenue. No public infrastructure expansions or capital expenditures are anticipated as a result of this rezone.

RECOMMENDATION:

Motion to approve a first reading of an ordinance of the City of Mary Esther, Florida, amending the zoning map of approximately one point six eight (1.68) area of land generally located on the east side of Mary Esther Blvd. and south of Hollywood Blvd: from C-1 (limited commercial) to C-2 (general commercial); providing for legislative intent; implementing actions, a savings provision, scrivener's error, conflicts, and severability; and providing for an effective date.

ATTACHMENT(S):

1. Ordinance 2026-04- Rezone
2. Exhibit A: Rezone Application
3. Exhibit B: Location Map
4. Exhibit C: Existing Zoning Map
5. Exhibit D: Proposed Zoning Map
6. Exhibit E: Boundary Survey
7. Exhibit F: Public Notice
8. Exhibit G: Business Impact

ORDINANCE NO. 2026-04

AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA, AMENDING THE ZONING MAP OF APPROXIMATELY ONE POINT SIX EIGHT (1.68) ACRES OF LAND GENERALLY LOCATED ON THE EAST SIDE OF MARY ESTHER BLVD. AND SOUTH OF HOLLYWOOD BLVD: FROM C-1 (LIMITED COMMERCIAL) TO C-2 (GENERAL COMMERCIAL); PROVIDING FOR LEGISLATIVE INTENT, IMPLEMENTING ACTIONS, A SAVINGS PROVISION, SCRIVENER'S ERRORS, CONFLICTS, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent.

- (a). The City of Mary Esther has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.
- (b). This Ordinance is internally consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Mary Esther*.
- (c). The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

SECTION 2. Adoption of the Amendment to the Official Zoning Map.

- (a). In exercise of its authority, the City Council of the City of Mary Esther, Florida finds it necessary and desirable to adopt and does hereby adopt this amendment and update to the City of Mary Esther's zoning map, attached hereto as Exhibit "D" in order to encourage the most appropriate use of land, water, and resources, consistent with the public interest; and to deal effectively with future problems that may result from the use and development of land within City of Mary Esther, Florida.
- (b). All exhibits to this Ordinance are incorporated into the text and substance of this Ordinance as if fully set forth herein verbatim.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings. The prior actions and activities of the City of Mary Esther relating to the comprehensive planning and land development regulatory programs and actions of the City are hereby ratified and affirmed.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 6. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. Severability. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. Effective Date. This Ordinance shall become effective immediately upon adoption.

So Done this _____ day of _____, 2026.

By: _____

Chris Stein, Mayor
City of Mary Esther, Florida

ATTEST:

Dillon Morris
City Clerk

1st Reading:

Published:

2nd Reading:

Sprop LLC

180 Mary Esther Blv, ME FL 32569

714-727-7493

citgofwb@gmail.com

04/15/2026

City of Mary Esther

Planning and Zoning Department

195 N Byron Walker Pkwy

Mary Esther, FL 32569

RE: Application for Rezoning from C-1 to C-2 – [Your Business Name/Property Address]

To the Planning and Zoning Board,

Please accept this letter as a formal request to rezone the property located at 180 Mary Esther Blv, ME FL 32569 from Neighborhood Commercial (C-1) to General Commercial (C-2).

Our business has been operating at this location since **2012**. During our tenure, we have maintained the property in accordance with city standards and have not made any structural or operational changes to our core services. However, to better serve the local community and ensure the long-term viability of our business, we have recently integrated U-Haul truck and trailer rental services into our operations.

Following recent discussions with city officials, it was identified that while our primary business remains consistent with our original use, the addition of vehicle rental services necessitates a transition to the **C-2 (General Commercial)** zoning designation.

The intent behind this request is to bring our current operations into full compliance with the City of Mary Esther's Land Use regulations. We believe this transition is appropriate for the following reasons:

- **Consistency with Existing Use:** The footprint of our business remains unchanged, and the U-Haul services are managed to minimize impact on local traffic and aesthetics.
- **Community Utility:** Providing accessible moving and transport equipment serves a vital need for residents and businesses in the Mary Esther area.

- **Compatibility:** The property is situated in a manner where C-2 usage is compatible with the surrounding commercial landscape. Both parcels to the north and south are zoned C-2 (Map provided)

We are committed to working closely with the Planning and Zoning Department to ensure all requirements are met and to address any questions regarding the site plan or operational logistics.

Thank you for your time and for considering this application to help our local business stay compliant and successful.

Sincerely,


Shreepal Parikh

Owner



CITY OF MARY ESTHER COMMUNITY DEVELOPMENT DEPARTMENT

195 Christobal Road N. Mary Esther, Florida 32569
Telephone (850) 243-3566 Ext.10 Fax (850) 243-0736
Email: Code@Cityofmaryesther.com
www.CityofMaryEsther.com

REZONE/FUTURE LAND USE MAP AMENDMENT

REQUIRED ATTACHMENTS

- ☒ Application
- ☒ Application fee
- ☒ Owner Authorization Form (Required if the applicant and/or consultant is not the property owner)
- ☒ Detailed narrative of amendment (PUD/PMDD Substantial/Minor revisions only)
- ☒ Legal Description of Subject Property
- ☒ Property Deed
- ☒ Signed and sealed boundary survey - *WILL PROVIDE ASAP - Valid signed & seal - 2021 draft*
- ☒ Copy of Restrictive Covenants (if applicable)
- ☒ List of All property owners within a 300' radius of the subject property certified by the Okaloosa County Property Appraiser
- ☒ Aerial Photograph (in Color, 8.5" X 11")
- ☒ Attachment "A" and all supporting documents (Future Land Use Amendments only)
- ☒ Traffic Impact Analysis (Projects generating 50 or more peak hour trips)
- ☒ Preliminary Master Plan including a preliminary utilities plan shown on the Master Plan in a table with supporting data provided separately (For PUD/PMDD Only; See LDC Sec. 7.15.06/07 for all requirements and submittals for the Master Plan; Preliminary Master Plan is approved with the Rezone, and a Final Master Plan will be required with the Development Order Application. The Final Master Plan is approved administratively, unless substantial changes have been made after the approval of the Preliminary Master Plan. In this case, the Final Master Plan will need to be approved by City Council; see revision procedures LDC Sec. 7.15.06.5/07.5)

DELIVERY METHODS

Completed forms and all the above required attachments may be sent via:

- E-mail: Code@cityofmaryesther.com
- Hand delivery: City of Mary Esther, 195 Christobal Rd, N, Mary Esther, Florida 32569
- Mail:

CITY OF MARY
ESTHER
PROJ. #: _____
COMMUNITY DEVELOPMENT DIVISION
ATTN: LESLIE WRIGHT
195 CHRISTOBAL RD, NORTH
MARY ESTHER, FLORIDA 32569

REZONE/FUTURE LAND USE MAP AMENDMENT

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE CONSIDERED COMPLETE

APPLICATION TYPES/FEES

- | | |
|---|----------|
| ☐ FUTURE LAND USE MAP AMENDMENT ONLY* | \$500.00 |
| ☐ FLU MAP AMENDMENT <u>AND</u> REZONE* | \$700.00 |

*Plus Expenses for advertising, mailing, or other administrative fees.....At cost

- | | |
|--|----------|
| ☒ REZONE Only* | \$200.00 |
|--|----------|

*Plus Expenses for advertising, mailing, or other administrative fees.....At cost

- | | |
|--|----------|
| ☐ PUD/PMDD REZONE* | \$250.00 |
| ☐ Each Parcel/ Lot, over twenty (20), within the PUD/PMDD | \$5.00 |

- | | |
|--|----------|
| ☐ FLU MAP AMENDMENT <u>AND</u> PUD/PMDD REZONE* | \$750.00 |
|--|----------|

☐ PUD/PMDD SUBSTANTIAL REVISION* Review	\$150.00
--	----------

☐ PUD/PMDD MINOR REVISION* Review	\$30.00
--	---------

*Expenses for advertising, mailing, or other administrative fees.....At cost

- | | |
|---|----------|
| ☐ DEVELOPMENTS OF REGIONAL IMPACT (DRI)* | \$750.00 |
| ☐ Each Parcel/ Lot and/ or each one hundred square foot area | \$5.00 |

*Expenses for advertising, mailing, travel (at state rates) or other administrative fees.....At cost

chapter 28-24, Florida Administrative Code

380.06 Developments of regional impact.—

380.0651 Statewide guidelines, standards, and exemptions.—

PROJECT

PROJECT NAME:	
PARCEL ID #(S): 16-25-24-0000-0022-0020	
LOCATION: 180 MARY ESTHER BLV, MARY ESTHER, FL 32569	
EXISTING USE(S): RAIL, GAS STATION	PROPOSED USE(S): RETAIL, GAS STATION, RENTAL EQUIPMENT
TOTAL ACREAGE: 1.68	
WATER PROVIDER: CITY OF MARY ESTHER	SEWER PROVIDER: CITY OF MARY ESTHER
CURRENT ZONING:	PROPOSED ZONING:
CURRENT FUTURE LAND USE:	PROPOSED FUTURE LAND USE:

APPLICANT

NAME: SHREEPAL PARIKH	COMPANY: SPRO PLLC
ADDRESS: 112 THAMES PL NW	
CITY: FWB	STATE: FL ZIP: 32548
PHONE: 714-727-7493	EMAIL: PARIKH88@GMAIL.COM

CONSULTANT

NAME: N/A	COMPANY:
ADDRESS:	
CITY:	STATE: ZIP:
PHONE:	EMAIL:

CONTRACTOR (If known at time of application)

NAME: N/A	COMPANY:
ADDRESS:	
CITY:	STATE: ZIP:
PHONE:	EMAIL:

OWNERS

(INCLUDE NOTARIZED OWNER'S AUTHORIZATION FORM)

NAME(S): SHREEPAL PARIKH	
ADDRESS: 112 THAMES PL NW	
CITY: FWB	STATE: FL ZIP: 32548
PHONE: 714-727-7493	EMAIL: PARIKH88@GMAIL.COM

Affidavit of Understanding

I _____, owner of _____ hereby acknowledge that my signature hereto is a solemn affirmation that the information in this application is not only true but also accurate to the best of my knowledge. I am fully aware that any deliberate misrepresentation of this information could lead to the denial or reversal of the application, and even the revocation of any approval based on this application.

By signing this document, I grant the City/County staff the authority to access the subject property at their discretion for the purpose of investigating and reviewing this request. I also agree to display a public notice sign (placard), if deemed necessary, on the subject property at a location(s) determined by the City staff.

I hereby acknowledge that the City of Mary Esther Staff may not defend any challenge to my proposed Future Land Use Amendment/Rezoning and related development approvals and that it may be my sole obligation to defend any and all actions and approvals that authorize the use or development of the subject property. Submission of this form initiates a process by the City and will be considered at the earliest available Public Hearing after all requirements by this application and Florida Statutes are met and does not imply approval by the City of Mary Esther, Okaloosa County, or any of its boards, commissions, councils, or staff.

I hereby acknowledge that any fees must be paid to the City prior to the application being processed, and once the application has been processed, the fees are non-refundable. I acknowledge that all costs of advertisement are the responsibility of the applicant/owner and that I will comply with all provisions of City Ordinance 21-16, 21-17, and the advertising/notice requirements as stated within the application.

I hereby acknowledge that should the City require a consultant to review and provide an analysis of the application in its entirety, the applicant/owner shall be responsible for the costs incurred by the City and the City may refuse to make any decision on the matter until all fees and costs have been paid.

I hereby acknowledge that payment of any fees or costs does not guarantee adoption or approval of the request by the City or State Governments.

I hereby acknowledge that analysis may be required on issues such as wetlands, soil, traffic, water and sewer availability, wildlife, flood zones, land cover, infrastructure impacts, archeological and historical impacts, solid waste, fire protection, affected roadways, stormwater, and compatibility.

I further acknowledge that I have read the information contained in this application pertaining to proposed amendments to the official Zoning map, official Future Land Use map and/or Comprehensive Plan and have had sufficient opportunity to inquire regarding matters set forth therein and, accordingly, understand all applicable procedures and issues relating to this application.

I hereby represent that I have the lawful right and authority to file this application.



SIGNATURE OF OWNER/AUTHORIZED AGENT
(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED
IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

04/13/2026

DATE

REZONE/FUTURE LAND USE MAP AMENDMENT

REZONE/FLUM APPLICATION REVIEW PROCESS

A project Manager will be assigned to your application to work with the applicant throughout the application process. The project Manager will provide the applicant with information on all public meetings where the application will be considered.

To obtain City support for the proposal, the applicant should demonstrate that the proposed Rezone and Future Land Use Map Amendment is consistent with the City of Mary Esther Land Development Code (for Rezones), City of Mary Esther Comprehensive Plan (for FLUM), City of Mary Esther Vision Plan (for FLUM and Rezones) and that the proposed rezone and FLUM amendment benefits the community as a whole.

Pre-Application Conference

Before proceeding with a formal and scheduled review of your proposed development plans, we highly encourage all applicants to attend a pre-application conference with our staff. This conference serves as a crucial step in the development process, providing you with the necessary guidance and support. During this conference, checklists set forth in [Article 17](#) appropriate to your proposed development will be provided. You will also be directed to the relevant City departments or other agencies to obtain any necessary information prior to filing for formal review, if needed, by the City Technical Review Committee.

A Pre-application form must be submitted before a pre-application conference can be scheduled. All pre-application conferences are held in person and/or via a virtual option (Microsoft Teams or Zoom).

NOTE: No comment made by any persons associated with the City during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development or development plans.

After the Pre-Application Conference, the applicant may submit a formal application. The formal application includes a preliminary master plan submittal for PUD/PMDD rezones. All submittals go through a sufficiency review process.

Preliminary Master Plan Submittal

A Preliminary Master Plan shall be submitted concurrently with a PUD/PMDD rezoning application (LDC Sec. 7.15.06 and 7.15.07).

The Rezoning and preliminary Master Plan submittal shall include the following for PUD Rezones:

- a. A statement of objectives describing the general purpose and character of the proposed development including type structures and uses.
- b. A Vicinity Map showing the location of the proposed development.
- c. Boundary survey and legal description of the property.
- d. A Topographic Survey.
- e. A Master Plan. A master plan, drawn at a scale suitable for presentation, showing and/or describing the following:
 - (1) Proposed Land Uses Including Type Structures;
 - (2) Lot Sizes;
 - (3) Building Setbacks: Proposed building setbacks shall be noted and shall define the distance buildings will be setback from:
 - (a) Surrounding property lines.

v.2 Feb. 2025 T.R., Created May 2024

- (b) Proposed and existing streets.
- (c) Other proposed buildings.
- (d) The center line of channels, streams or canals.
- (e) The mean high water line of waterbodies.
- (f) Other man-made or natural features which would be affected by building encroachment.
- (4) Proposed Maximum Height of Buildings;
- (5) Open Spaces:
 - (a) Developed recreation.
 - (b) Common open space.
 - (c) Natural areas.
- (6) Collector and Residential Access Streets;
- (7) Screening, Buffering and Landscaped Areas.
 - f. A table showing acreage for each category of land use.
 - g. A table of proposed maximum and average densities for residential land uses.
 - h. A Preliminary Utility Service Plan including sanitary sewers, storm drainage, and potable water supply.
 - i. A statement indicating the type of legal instruments that will be created to provide for management of common areas, streets and infrastructure.
 - j. Other information which may be determined necessary by the City Manager in order to fully understand and document the proposal. Such other information shall not be unreasonable and shall be required only due to unique circumstances associated with the development site, the neighborhood or the proposal.

Final Development Plan: If rezoning approval for the PUD is granted, the applicant shall submit a Final Planned Unit Development Plan/Planned Mixed Development District covering all or part of the approved Master Plan within twelve (12) months, to the City Manager.

Planned Unit Development Time Limitations: If substantial construction, as determined by the City Manager, has not begun within two (2) years after approval of the PUD/PMDD by the City Council, the approval of the PUD/PMDD will lapse.

The City Manager may extend the period for beginning construction by not more than six (6) months, if it is demonstrated that such an extension will result in the development of the approved PUD and that delays were beyond the control of the applicant. The burden of proof for obtaining the extension is on the applicant.

If the PUD lapses under this provision, the City Manager shall cause the PUD district to be removed from the official zoning map, mail a notice by certified mail, return receipt requested, of revocation to the applicant and owner or owners and reinstate the zoning district which was in effect prior to the approval of the PUD. If the applicant is other than the owner, the notice shall be sent to the person or entity listed in the Okaloosa County Property Appraiser's records as owning the subject property.

The Rezoning and preliminary Master Plan submittal shall include the following for PMDD Rezones:

- A. statement of objectives describing the general purpose and character of the proposed development including type structures and uses.
- b. A Vicinity Map showing the location of the proposed Planned Business Development.
- c. Boundary survey and legal description of the property.
- d. A Topographic survey.
- e. A Master Plan, drawn at a scale suitable for presentation, showing and/or describing the following:
 - (1) Proposed Land Uses Including Type Structures.
 - (2) Lot Sizes.
 - (3) Building Setbacks: Proposed building setbacks shall be noted and shall define the distance buildings will be setback from:

- (a) Surrounding property lines.
 - (b) Proposed and existing streets and highways.
 - (c) Other proposed buildings.
 - (d) The center line of channels, streams, and canals.
 - (e) The mean high-water line of waterbodies.
 - (f) Other man-made or natural features which would be affected by building encroachment.
- (4) Proposed Maximum Height of Buildings.
- (5) Open Spaces:
 - (a) Developed recreation.
 - (b) Common open space and amenities.
 - (c) Natural areas.
- (6) Collector and Residential Access Streets.
- (7) Screening, Buffering and Landscaped Areas.
- f. A table showing acreage for each category of land use.
- g. A table of proposed maximum and average densities for residential land uses and intensities (FAR) for non-residential uses.
- h. A Preliminary Utility Service Plan including sanitary sewers, storm drainage, and potable water supply, showing general location of major water and sewer lines, plant location, lift stations, etc.
- i. A statement indicating the type of legal instruments that will be created to provide for the management of common areas, streets and infrastructure.
- j. A signage plan with locations and sizes of proposed signs.

Final Development Plan: If approval for the Planned Mixed-Use Development is granted by the City Council, the applicant shall submit a Final Development Plan covering all or part of the approved Master Plan within twelve (12) months, to the City Manager.

Planned Mixed Development Time Limitations: If substantial construction, as determined by the City Manager, has not begun within two (2) years after approval of the PMDD by the City Council, the approval of the PMDD will lapse.

The City Manager may extend the period for beginning construction by not more than six (6) months, if it is demonstrated that such an extension will result in the development of the approved PMDD and that delays were beyond the control of the applicant. The burden of proof for obtaining the extension is on the applicant.

If the PMDD lapses under this provision, the City Manager shall cause the PMDD district to be removed from the official zoning map, mail a notice by certified mail, return receipt requested, of revocation to the applicant and owner or owners and reinstate the zoning district which was in effect prior to the approval of the PMDD. If the applicant is other than the owner, the notice shall be sent to the person or entity listed in the Okaloosa County Property Appraiser's records as owning the subject property.

Revision of an Approved Planned Development: Any proposed major and substantial change in the approved Preliminary Planned Mixed Use Development Master Plan which affects the intent and character of the development, the density or land use pattern, the location or dimensions of arterial or collector streets, or similar substantial changes, shall be reviewed by the City Manager in the same manner as the initial site plan approval. A request for a revision of the Preliminary Planned Mixed Use Development Master Plan, shall be supported by a written statement and by revised plans demonstrating the reasons revisions are necessary or desirable.

Minor changes, and/or deviations from the Preliminary Planned Mixed Use Development Master Plan, which do not affect the intent or character of the development, shall be reviewed and identified by the

v.2 Feb. 2025 T.R., Created May 2024

City Manager and may be approved by the same. Upon approval of the revisions, the applicant shall make revisions to the plans and submittals and file with the City Manager and City Clerk within thirty (30) days.

Examples of substantial and/or minor changes are:

Substantial Changes:

Perimeter changes;
Major street relocation;
Change in building height, density, intensity or land use pattern;
Changes in signage plan;
Any reduction in open space and/or landscaped areas.

Minor Changes:

Change in alignment, location direction, or length of internal streets or sidewalks;
Adjustments or minor shifts in dwelling unit or commercial mixes, not resulting in increased overall density or increased intensity;
Reorientation or slight shifts in building locations.

NOTE: If the City Manager questions whether a change is minor, he will present the matter to the City Council for direction or determination.

Sufficiency Review

The Applicant is required to complete all parts of this formal application properly and completely for Staff to begin processing the formal application. If Staff determines within seven (7) business days that the application is *not* sufficient, the applicant will be notified by email and the application will not be reviewed for compliance. The applicant/developer shall submit an amended/completed application within thirty (30) working days to maintain the application's relative position and priority for plan review. Once the application is sufficient, Staff will notify the applicant by email and the application will move into Compliance Review.

Compliance Review

City Staff will review the completed application for compliance with the Land Development Code, Comprehensive Plan, and other applicable documents within the following review days:

- 1st Compliance Review- 20 business days
- 2nd Compliance Review- 15 business days
- 3rd Compliance Review- 10 business days (Applicants shall pay 50% of application fee)

If the application is compliant, the project Manager will schedule the application for board consideration.

Board Consideration

The proposal shall be placed on the agenda for the next scheduled meeting of the City Technical Review Committee (TRC) provided required notice can be made. The TRC is an internal review by City Staff that reviews what are deemed "major developments" per the Land Development Code Sec. 2.05.00. "Minor developments" do not need a TRC.

review. The TRC board will send a recommendation report for approval or denial to the Local Planning Agency who then make recommendations to the City Council.

Notice Procedures

The applicant shall ensure that the property affected is posted with a sign provided by Staff which is 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)

- (1) The City of Mary Esther will advertise (at the applicant's 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 that is of general interest and readership and must not be placed in the part of a newspaper that contains legal notices and classified ads. 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 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 for notifying their membership of the particulars involved. If the application is for a rezone, a notice shall be given at least 30 days prior to the date set for the public hearing, and a copy of the notice shall be kept available for public inspection during the regular business hours of the office of the clerk of the governing body (F.S. 166.041).
- (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.

Small Scale Development Comp Plan Amendment/Rezone- Project 50 contiguous acres or under (FS 163.3187)

Applications proceed through the following list of two (2) public meetings one of which is a formally advertised public hearing:

- 1) Local Planning Agency (LPA) - Public Meeting
- 2) City Council Meeting-- Public Meeting and Public Hearing (Adoption) (held 10 days after LPA).

Florida Statutes: Small scale development amendments adopted pursuant to this section require only one public hearing before the governing board, which shall be an adoption hearing as described in s. 163.3184(11). (c) Small scale development amendments may not become effective until 31 days after adoption. If challenged within 30 days after adoption, small scale development amendments may not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining that the adopted small scale development amendment is in compliance.

Large Scale Development Comp Plan Amendment/Rezone- Project 51 contiguous acres or more (FS 163.3184)

Applications proceed through the following list of three (3) public meetings two of which are formally advertised public hearings:

- 1) Local Planning Agency (LPA) - Public Meeting
- 2) City Council Meeting-- Public Meeting and Public Hearing (transmittal) (held 10 days after LPA).
 - Sent to State Land Planning agencies and other local and regional agencies for expedited state review (if eligible) 10 business days after Public Hearing. For expedited state review, agencies and local governments must transmit their comments to the affected local government such that they are received by the local government not later than 30 days after the date on which the agency or government received the amendment or amendments. Reviewing agencies shall also send a copy of their comments to the state land planning agency.
- 3) City Council Meeting- Public Meeting and Public Hearing (Adoption)
 - Sent to State Land Planning agencies and other local and regional agencies for expedited state review (if eligible) 10 business days after Public Hearing. The state land planning agency shall notify the local government of any deficiencies within 5 working days after receipt of an amendment package.

Rezone Only- Project 10 contiguous acres or less (FS 166.041)

The governing body shall hold a public hearing on the proposed ordinance and may, upon the conclusion of the hearing, immediately adopt the ordinance.

Rezone Only- Project More than 10 contiguous acres (FS 166.041)

The local governing body shall hold two advertised public hearings on the proposed ordinance. At least one hearing shall be held after 5 p.m. on a weekday, unless the local governing body, by a majority plus one vote, elects to conduct that hearing at another time of day. The first public hearing shall be held at least 7 days after the day that the first advertisement is published. The second hearing shall be held at least 10 days after the first hearing and shall be advertised at least 5 days prior to the public hearing.



OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, SHREEPAL PARIKH, the owner of record for the following described property (Tax/Parcel ID Number) 16-25-24-0000-0022-0020 hereby designates SHREEPAL PARIKH to act as my authorized agent for the filing of the attached application(s) for:

☐ Arbor/Land Clearing Permit	☐ Demolition	☐ Subdivision/Pre Plat/Final Plat	☐ Final Development Order/Master Plan.
☐ Future Land Use Map Amendment Only	☐ Lot Split	☐ Minor Replat	☐ Special Event
☐ Preliminary Development Order/Master Plan	☐ Special Exception/Conditional Use	☐ Revisions	☐ Rezone w/FLUM
☒ Rezone Only	☐ Vacate	☐ Variance	☐ Temporary Use

☐ **OTHER:** _____

and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Mary Esther, Florida and are not returnable.

Date 04/13/2026

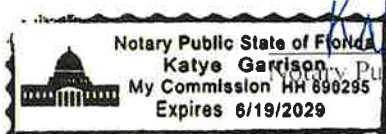
Shreepal Parikh
Property Owner's Signature

SHREEPAL PARIKH
Property Owner's Printed Name

STATE OF FLORIDA
COUNTY OF BAY

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared SHREEPAL PARIKH (property owner),

by means of physical presence or online notarization; and who is personally known to me or who has produced FLDL as identification, and who executed the foregoing instrument and sworn an oath on this 13 day of APRIL, 2026.



Attachment A

Text Section Application for Future Land Use Map Amendment to The City of Mary Esther Comprehensive Plan

Proposed amendments to the City's Future Land Use Map are reviewed against the goals, objectives, and policies of the City of Mary Esther Comprehensive Plan. The future land use map itself is a graphic representation of the policies contained within the Plan. Proposed amendments are also reviewed for compatibility with adjacent land uses, sufficient public facility resources to serve any change in the demand for services, appropriate timing and location of the amendment, potential environmental impacts, and for internal Plan consistency. The impact on regional resources, facilities, and policies as well as upon specially designated areas within the City is included in this review. City Staff also evaluate proposed amendments for consistency with the City of Mary Esther Vision Plan.

Attachment A Sections:

STANDARDS OF REVIEW FOR ALL FUTURE LAND USE MAP AMENDMENTS

Sec. 1: Identification of Proposed Future Land Use Map Designation and Zoning Classification

Sec. 2: Assessment of Consistency with Comprehensive Plan Goals, Objectives, and Policies

- a. Demonstrate the Compatibility with Adjacent Land Uses**
- b. Demonstrate the Changes in Character to the Surrounding Area (if applicable)**
- c. Demonstrate the Support and Furthering of City Comprehensive Plan Goals, Objectives, and Policies**

Sec. 3: Assessment of Consistency with the City of Mary Esther Vision Plan (<https://www.cityofmaryesther.com/vision>)

Sec. 4: Completion of Data and Analysis Requirements- Concurrency

- a. Facility Capacity Impact Assessments**
 - i. Transportation Assessment**
 - ii. Utility Assessments**
 - iii. School Capacity Assessment**

STANDARDS OF REVIEW FOR ALL FUTURE LAND USE MAP AMENDMENTS

The City shall use the standards described below in evaluating all applications for amendments to the Future Land Use Map of the City of Mary Esther Comprehensive Plan found here: <https://cityofmaryesther.com/documentcenter> - Comprehensive Plan folder.

All submissions are included in the official file for the project and will become a part of staff memoranda for public, Council and State Agency review.

ALL APPLICABLE INFORMATION MUST BE PROVIDED
INCOMPLETE SUBMITTALS SHALL BE RETURNED TO THE APPLICANT

Sec. 1: Identification of Proposed Future Land Use Map Designation and Zoning Classification

- 1.a. OWNER/APPLICANT NAME: SHREEPAL PARIKH
1.b. PROJECT NAME: NIA
1.c. IDENTIFICATION OF PARCELS PROPOSED FOR AMENDMENT AND FLU OF ADJACENT PARCELS

(List the parcel number of each parcel proposed for amendment)

16-25-24-0000-0022-0020

Note: If proposing an amendment to Mixed Use, a concurrent rezoning application to Planned Unit Development (PUD) or Planned Mixed Development District (PMDD) must be submitted with this map amendment application.

Sec. 2: Assessment of Consistency with Comprehensive Plan Goals, Objectives, and Policies

2.a. Complete the following identification of the future land use designation(s) of parcels adjacent to the proposed parcel or grouping of proposed parcels.

FLU Designation to the NORTH of subject property(ies)	
FLU Designation to the SOUTH of subject property(ies)	
FLU Designation to the EAST of subject property(ies)	
FLU Designation to the WEST of subject property(ies)	

2.b: Demonstrate the Compatibility with Adjacent Land Uses Section 163.3177, Florida Statutes and City of Mary Esther Comp. Plan FLU Pol. 7.A.1.2.c, requires local comprehensive plans to "provide for compatibility of adjacent land uses". Section 163.3164, Florida Statutes, define "compatibility" as: "A condition in which land uses can coexist in relative proximity to each other in a stable fashion over time such that no use is unduly negatively impacted directly or indirectly by another use." Applicant shall briefly explain how the amendment will be compatible with each of the adjacent land uses identified in the preceding Section 1, and may use the above cited policies and Exhibit, or other policies of the Comprehensive Plan, in the explanation.

We would like to convert PARCEL# 16-25-24-0000-002-0020
from C1 to C2.
All adjacent properties are zoned C2 and we would like
to rezone our property to operate U-HAUL out in our
parking lot

2.c. Demonstrate the Changes in Character to the Surrounding Area (if applicable)

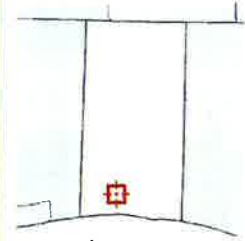
The applicant shall describe how the character of the area surrounding the proposed amendment site has changed sufficiently to support the need for a different land use designation. Possible points may include, but not be limited to:

- Approved but uncompleted projects (private and public) within the surrounding area that will change the character of the area within the next five years, and
- Appropriateness of the timing of the proposed change in land use designation for the subject property (i.e., consistency with planned public facility improvements, support for major public facilities or support for other Comprehensive Plan goals, objectives, and policies).

No changes will be made except we will be renting
U-HAUL from our parking lot.
BOTH PROPERTIES ARE ZONED C-2 next to us.



Overview



Legend

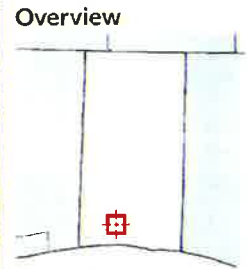
- Parcels
- Roads
- Water
- City Labels

Parcel ID	16-25-24-0000-0022-002C	Physical Address	164 MARY ESTHER BLVD	Land Value	\$454,685	Last 2 Sales			
Acres (GIS)	1.04		MARY ESTHER	Ag Land Value	\$0	Date	Price	Reason	Qual
Property Class	RESTAURANT/CAFE	Mailing Address	PHSK LLC	Building Value	\$98,322	2/20/2015	\$700000	UNQUAL/NONMKT FINANC OR LEASE	U
Taxing District	5		KRYSTAL HAMBURGERS	Misc Value	\$22,642			UNQUAL/TRANSACTION OF AFFILIATION	U
			PO BOX 127	Just Value	\$575,649				
			BUFFALO, NY 14225	Assessed Value	\$575,649				
				Exempt Value	\$0				
				Taxable Value	\$575,649				

Date created: 4/13/2026

Last Data Uploaded: 4/13/2026 11:38:53 AM

Developed by  SCHNEIDER
GEOSPATIAL



 **Parcels**
 **Roads**
 **Water**
City Labels

Date created: 4/13/2026
Last Data Uploaded: 4/13/2026 11:38:53 AM



Developed by  **SCHNEIDER**
GEOSPATIAL

Prepared by:
Doin J. Moniz, Esquire
Hand Arendall Harrison Sale LLC
304 Magnolia Avenue
Panama City, Florida 32401

Tax Identification Number: 16-2S-24-0000-0022-0020

QUIT CLAIM DEED

THIS INDENTURE, made on September 2, 2021 by and between **Mary Esther Ventures, LLC**, a Florida limited liability company whose address is: 913 Beal Pkwy NW, Suite A215, Fort Walton Beach, Florida 32547 party of the first part, and **SPROP LLC**, a Florida limited liability company whose address is: 913 Beal Pkwy NW, Suite A215, Fort Walton Beach, Florida 32547 party of the second part,

Witnesseth: that the said party of the first part, for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00), in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit claimed, and by these presents does remise, release and quit-claim unto the said party of the second part, and their heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Okaloosa, State of Florida, to-wit:

BEGIN AT A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, 889.26 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE N 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF SOUTHEAST QUARTER A DISTANCE OF 207.95 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 02 SECONDS EAST PARALLEL TO THE NORTH LINE OF MARY ESTHER PLAZA, A CONDOMINIUM AS RECORDED IN CONDOMINIUM PLAT BOOK 5, PAGE 19, A DISTANCE OF 365.16 FEET TO THE WESTERLY R/W OF STATE ROAD NO. 189 (MARY ESTHER CUT-OFF, 100 FOOT R/W); THENCE SOUTH 12 DEGREES 29 MINUTES 41 SECONDS WEST ALONG SAID WESTERLY R/W A DISTANCE OF 212.66 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 02 SECONDS WEST PARALLEL WITH AFORESAID NORTH LINE OF MARY ESTHER PLAZA CONDOMINIUM A DISTANCE OF 319.04 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING DESCRIBED 25-FOOT-WIDE CROSSOVER EASEMENT:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID QUARTER SECTION A DISTANCE OF 889.26 FEET TO A CONCRETE MONUMENT (#4095); THENCE DEPARTING SAID WEST QUARTER SECTION LINE, PROCEED SOUTH 89 DEGREES 34 MINUTES 08 SECONDS EAST A DISTANCE OF 274.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 34 MINUTES 08 SECONDS EAST A DISTANCE OF 25.57 FEET; THENCE PROCEED SOUTH 12 DEGREES 29 MINUTES 41 SECONDS WEST A DISTANCE OF 74.43 FEET; THENCE PROCEED SOUTH 89 DEGREES 34 MINUTES 08 SECONDS EAST A DISTANCE OF 25.56 FEET TO THE WESTERLY R/W LINE OF STATE ROAD NUMBER 189 (MARY ESTHER CUT-OFF, 100 FOOT R/W); THENCE PROCEED SOUTH 12 DEGREES 29 MINUTES 41 SECONDS WEST ALONG SAID R/W LINE, PROCEED A DISTANCE OF 25.56 FEET; THENCE DEPARTING SAID R/W LINE, PROCEED NORTH 89 DEGREES 34 MINUTES 08 SECONDS WEST A DISTANCE OF 51.13 FEET; THENCE PROCEED NORTH 12 DEGREES 29 MINUTES 21 SECONDS EAST A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING. LYING IN AND BEING A PART OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA.

The party of the first is deeding to a wholly owned company. All resolutions and consents have been given. The documentary stamps are being paid on the balance of the mortgages in the gross amount of \$1,753,200.00.

NO TITLE SEARCH WAS PERFORMED ON THE PROPERTY DESCRIBED. NO LIABILITY ASSUMED BY THE PREPARER AS TO THE STATUS OR MARKETABILITY.

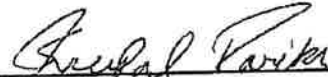
Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

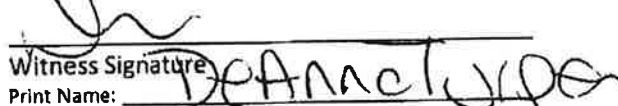
To Have and to Hold, the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all estate, right, title, interest, lien, equity and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part forever.

In Witness Whereof, the party of the first part has hereunto set hand(s) and seal(s) the day and year first above written.

Mary Esther Ventures, LLC,
a Florida limited liability company

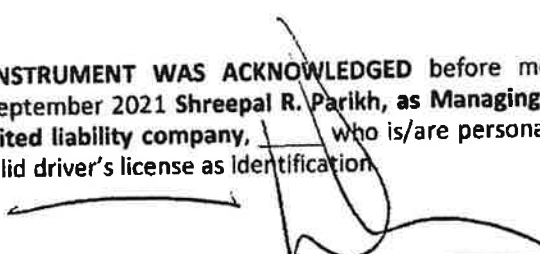

Witness Signature
Print Name: SANDRAB. HENRY

By: 
Shreepal R. Parikh


Witness Signature
Print Name: DEANNA TURPEN

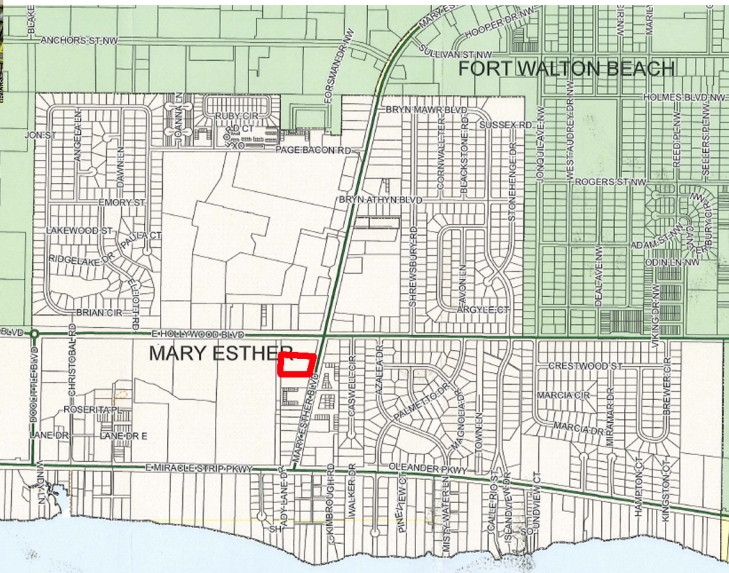
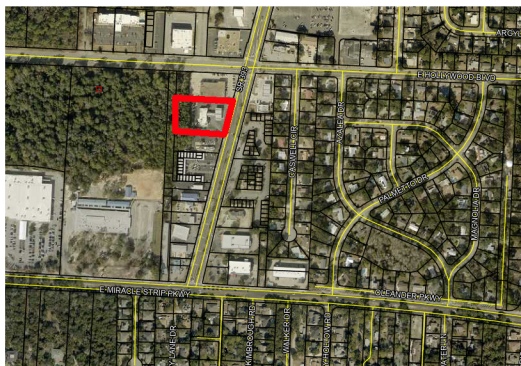
State of Florida
County of Bay

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me by means of physical presence this 15th day of September 2021 Shreepal R. Parikh, as Managing Member of Mary Esther Ventures, LLC, a Florida limited liability company, who is/are personally known to me or who has/have produced a valid driver's license as identification.

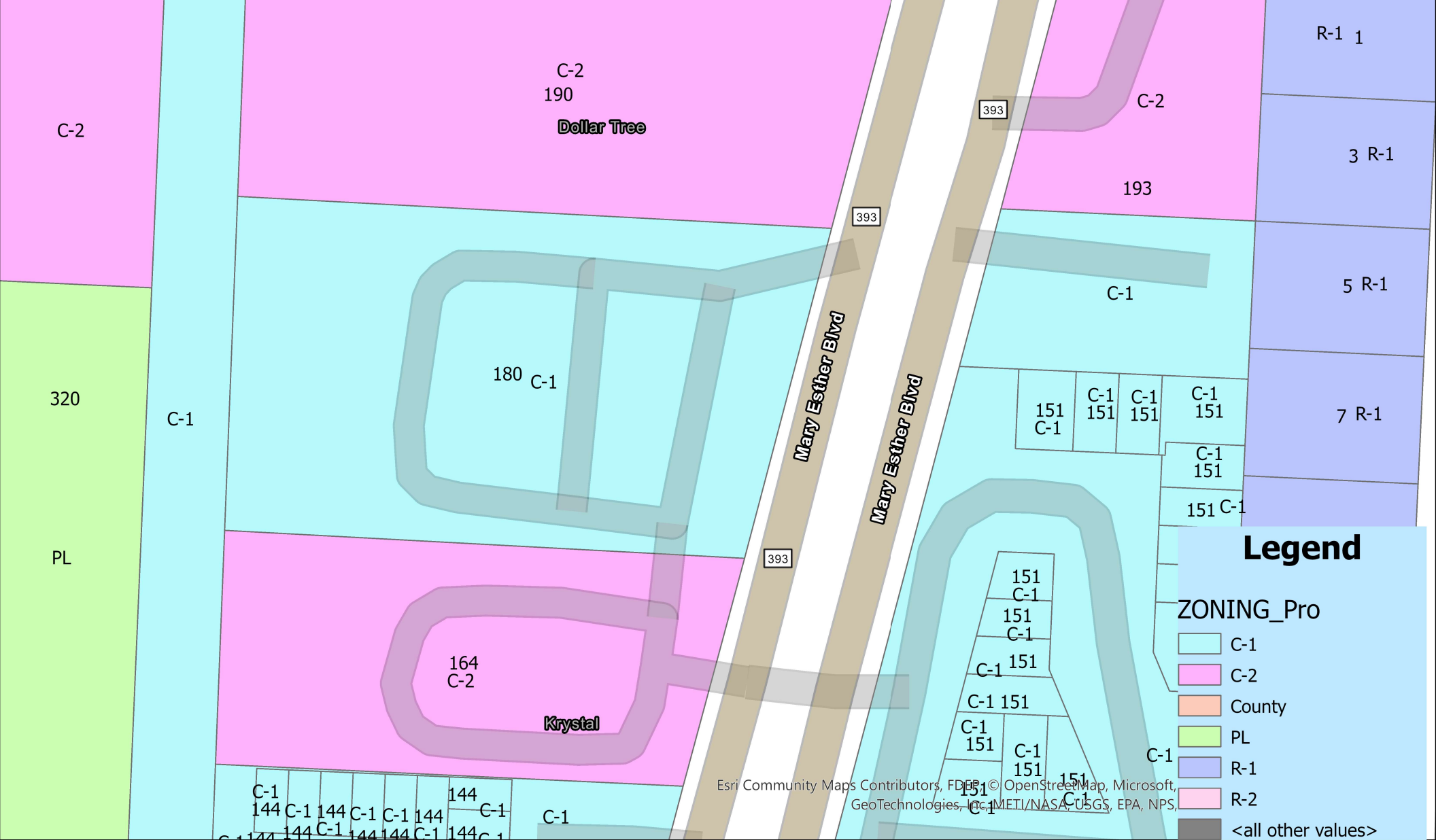

NOTARY PUBLIC

My Commission Expires: _____





Location Map



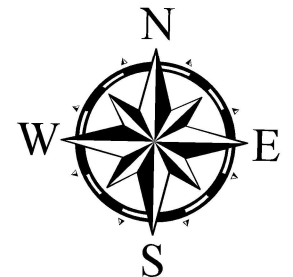
Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS,

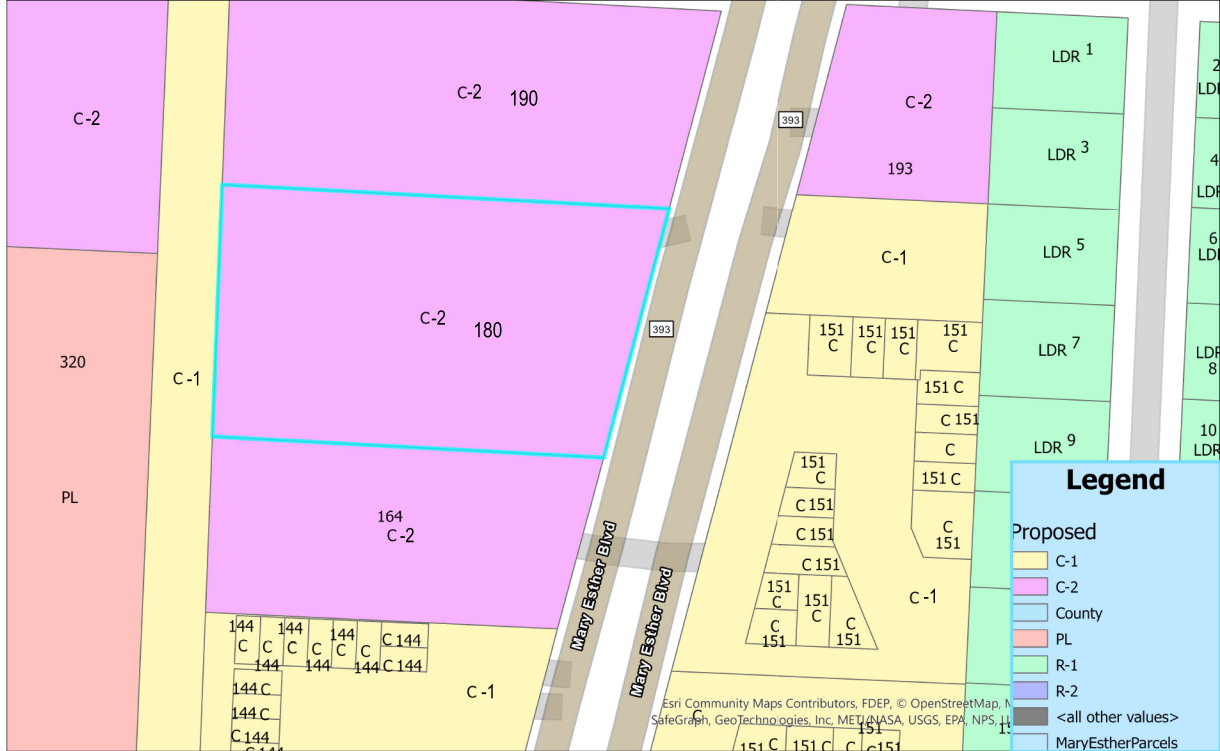


Existing Zoning for 180 Mary Esther Blvd.

0 75 150 300 Feet

2026

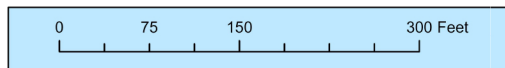




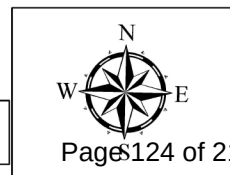
Esri Community Maps Contributors, FDEP, © OpenStreetMap, N
SafeGraph, GeoTechnologies, Inc, MET, NASA, USGS, EPA, NPS, U.S.



Proposed Zoning For 180 Mary Esther Blvd.



2026





ONE STORY COMMERCIAL BUILDING
FFE = 26.0
(MATCHES CONSTRUCTION PLANS)

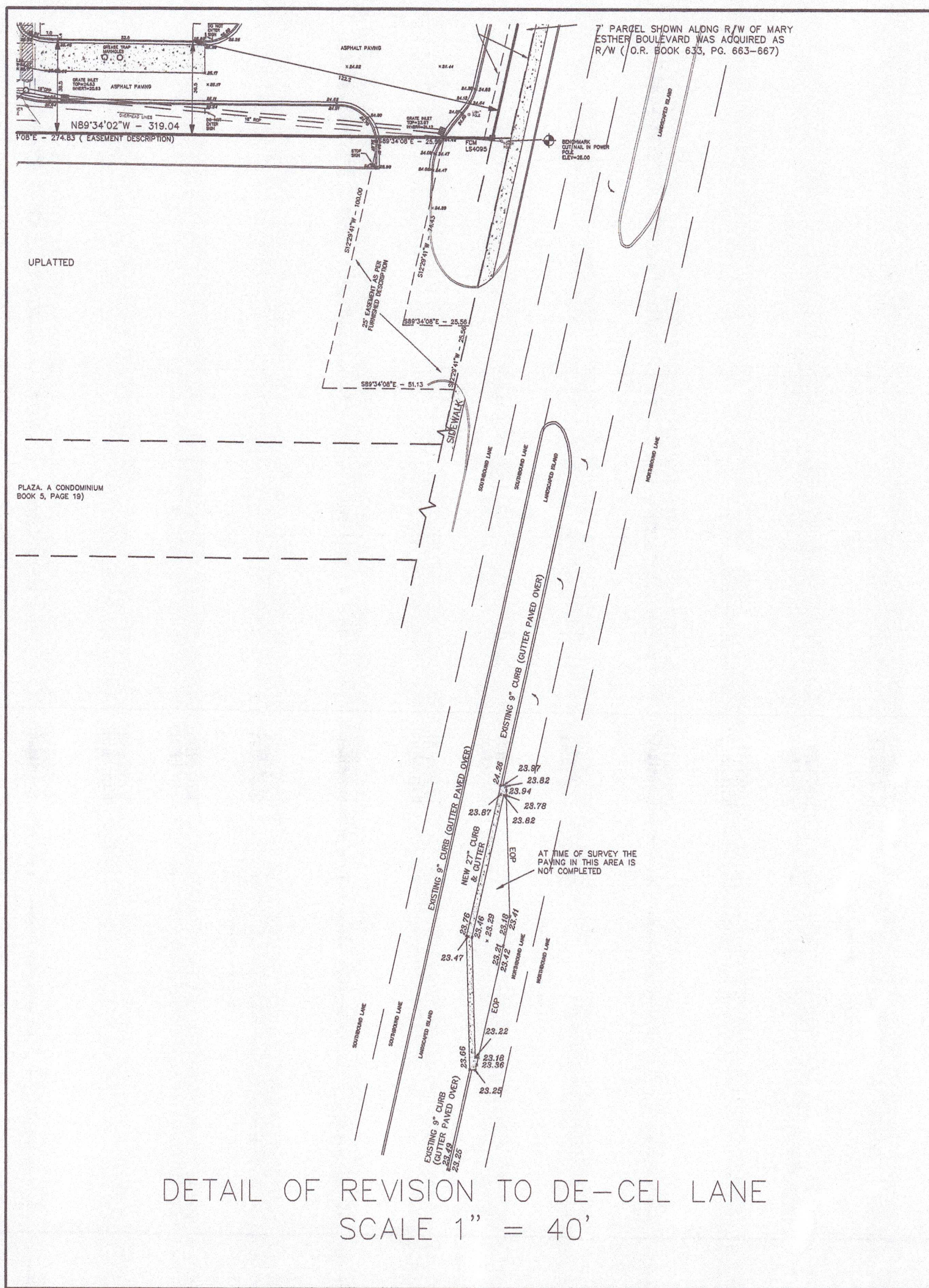
UPLATTED

MARY ESTHER PLAZA. A CONDOMINIUM
(CONDO PLAT BOOK 5, PAGE 19)

NOTE:
7' PARCEL SHOWN ALONG R/W OF MARY
ESTHER BOULEVARD WAS ACQUIRED AS
R/W (O.R. BOOK 633, PG. 663-667)

This is to certify that I have consulted National Flood Insurance Rate Map, effective December 6, 2002, for Okaloosa County, Florida, Map No. 12091C0442 H, and found the property described hereon to be located in Zone "X", area determined to be outside 500-year flood plain.

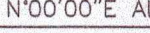
LEGAL DESCRIPTION:
 BEGIN AT A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, 889.26 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 16; THENCE ALONG S. 89°34'02" W. A DISTANCE OF 207.65 FEET; THENCE PARALLEL TO THE NORTH LINE OF MARY ESTHER PLAZA, A CONDOMINIUM AS RECORDED IN CONDOMINIUM PLAT BOOK 5, PAGE 19, A DISTANCE OF 365.16 FT THE WESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 189 (MARY ESTHER CUT-OFF, 100'R/W); THENCE S. 12°29'41" W. ALONG SAID WESTERLY R/W A DISTANCE OF 212.66 FT; THENCE N-89°34'02" W. PARALLEL WITH AFORSIED NORTH LINE OF MARY ESTHER PLAZA CONDOMINIUM A DISTANCE OF 319.00 FEET TO POINT OF BEGINNING.
 CONTAINS 1.63 ACRES, MORE OR LESS. BEARINGS BASED ON BEARING OF DUE NORTH ALONG WEST LINE S.E. ¼ OF SECTION 16.
 ALL LYING IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA.
 TOGETHER WITH THE FOLLOWING DESCRIBED 25 FOOT WIDE CROSSOVER EASEMENT:
 LEGAL DESCRIPTION OF 25 FOOT WIDE CROSSOVER EASEMENT: (AS FURNISHED)
 BEGIN AT THE CORNER OF THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, THENCE PROCEED NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID ¼ SECTION A DISTANCE OF 889.26 FT TO A CONCRETE MONUMENT (#4098); THENCE DEPARTING SAID ONE-QUARTER SECTION LINE PROCEED SOUTH 89 DEGREES 34 MINUTES 08 SECONDS EAST A DISTANCE OF 274.83 FT TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 34 MINUTES 08 SECONDS EAST A DISTANCE OF 25.57 FT; THENCE PROCEED SOUTH 12 DEGREES 29 MINUTES 41 SECONDS WEST A DISTANCE OF 74.43 FT; THENCE PROCEED SOUTH 89 DEGREES 34 MINUTES 08 SECONDS EAST A DISTANCE OF 25.56 FT; THENCE DEPARTING SAID RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 189 (MARY ESTHER CUT-OFF, 100' R/W); THENCE PROCEED SOUTH 12 DEGREES 29 MINUTES 41 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 25.56 FT; THENCE DEPARTING SAID RIGHT-OF-WAY LINE PROCEED NORTH 89 DEGREES 34 MINUTES 08 SECONDS WEST A DISTANCE OF 51.13 FT; THENCE PROCEED NORTH 12 DEGREES 29 MINUTES 41 SECONDS EAST A DISTANCE OF 100.00 FEET TO POINT OF BEGINNING.
 CONTAINS A PART OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA AND CONTAINING 0.07 ACRES, MORE OR LESS.



DETAIL OF REVISION TO DE-CEL LANE
SCALE 1" = 40'

REFERENCE:
1) BOUNDARY SURVEY BY PANHANDLE ASSOCIATES, INC. DATED 9/23/1988.
2) BOUNDARY SURVEY LOCATING FOUNDATION BY PANHANDLE ASSOCIATES, INC. DATED 1/08/2013.

THE SURVEY DEPICTED HEREON IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

SOURCE OF DESCRIPTION		WARRANTY DEED		BASIS OF BEARINGS		N ⁰⁰ 0'00"E ALONG WEST LINE	
DESCRIPTION	PER ABOVE						
OKALOOSA COUNTY, FLORIDA							
SECTION 16 TOWNSHIP 2-S RANGE 24-W	RECORDED	O.R.	BOOK 2927 PAGE 2284				
OBVIOUS ENCROACHMENTS CONCRETE PARKING							
UNDERGROUND ENCROACHMENTS (NOT LOCATED)							
SCALE 1"= 20' SURVEY DATE 1/08/2013							
ORDERED BY: PONDEROSA BUILDERS OF NORTHWEST FLORIDA, INC.							
F.B. 13-1 p. 37-38 w.o. 2013-2019							
13-4, PC 153 & 13-5, PC 2 & FC							
TYPE OF SURVEY BOUNDARY							
PURPOSE ASBLT							

PANHANDLE ASSOCIATES INC.
701-A EDGE STREET, FORT WALTON BEACH, FLORIDA 32547 (850) 864-1968 LAND SURVEYING BUSINESS LICENSE NO. 235

NOTICE OF PUBLIC HEARING CITY OF MARY ESTHER REZONING

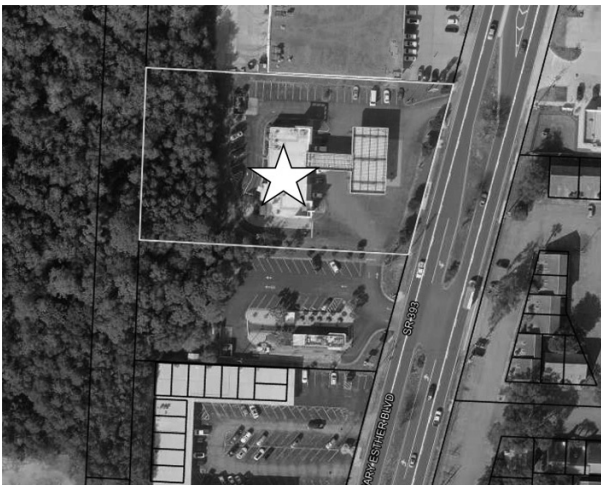
The City of Mary Esther Local Planning Agency (LPA) will conduct a Public Hearing on Monday, June 1st, 2026, at 5:00 p.m. in the Council Chambers, City Hall, 195 N. Christobal Rd., Mary Esther, FL 32569.

The LPA will be considering a rezone of one parcel totaling 1.68 acres at 180 Mary Esther Blvd, Mary Esther (Parcel Tax ID 16-25-24-0000-0022-0020). The request, as made by Shreepal Parikh (Applicant), is to rezone the property from C-1 Limited Commercial District to C-2 General Commercial District.

The purpose of the Public Hearing is to provide all citizens and interested parties with the opportunity to comment on the proposed rezoning and to express any concerns or recommendations regarding the requests. At the conclusion of the Public Hearing the LPA may make a recommendation to the Mary Esther City Council regarding whether to approve the proposed Rezoning. The City Council will consider the LPA recommendation at the City Council Meeting immediately following.

A copy of the application for the proposed rezoning is available for public inspection during normal business hours at City Hall, 195 N. Christobal Rd., Mary Esther, FL 32569. For more information, please contact Community Development Director, Tyler Reed at 850-243-3566.

Any person requiring special accommodation because of a disability or physical impairment should contact the City Clerk's office at least 48 hours prior to the hearing. If a person decides to appeal any decision made with respect to any matter considered at this meeting, such person will need to record the proceedings and, for such purpose, such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

**AN ORDINANCE OF THE CITY OF MARY ESTHER, FLORIDA,
AMENDING THE ZONING MAP OF APPROXIMATELY ONE
POINT SIX EIGHT (1.68) ACRES OF LAND GENERALLY
LOCATED ON THE EAST SIDE OF MARY ESTHER BLVD.
AND SOUTH OF HOLLYWOOD BLVD: FROM C-1 (LIMITED
COMMERCIAL) TO C-2 (GENERAL COMMERCIAL);
PROVIDING FOR LEGISLATIVE INTENT, IMPLEMENTING
ACTIONS, A SAVINGS PROVISION, SCRIVENER'S ERRORS,
CONFLICTS, AND SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE.**

Ordinance 2026-04

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance:

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

¹ See Section 166.041(4)(c), Florida Statutes.

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

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
To eliminate C-1 enclave within C-2 zoning area allowing for compatibility between parcels.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The proposed ordinance does not establish new operational regulations or compliance requirements for existing businesses.

The proposed ordinance does not create or impose any new charges, fees, taxes, or assessments on businesses.

The proposed ordinance is not expected to create significant additional regulatory costs to the City beyond normal administrative costs associated with processing development applications and enforcing existing regulations.

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

Positive impact for 2 businesses on rezoned parcel. This ordinance applies to private property in commercial zoning districts, and was initiated by the property owner.

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

AGENDA ITEM

Agenda Item 11.1.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: July 6, 2026

SUBJECT: Resolution 26-12: Approval of FDEP Grant Agreement No. L0260 for Stormwater Drainage Improvements

BACKGROUND:

The City has been awarded a \$250,000 grant from the Florida Department of Environmental Protection (FDEP) to help fund stormwater drainage improvements in the City's northwest drainage basin. The grant is provided through the State's Statewide Water Quality Restoration Projects program for State Fiscal Year 2025–2026. FDEP Grant Agreement No. L0260 sets the terms of the grant and must be executed by the City before any work can be reimbursed.

DISCUSSION:

The project will redefine an existing drainage channel that runs between Hurlburt Field and the northern boundary of the Scottdale, Springdale, and Mary Esther Heights neighborhoods. The channel carries stormwater runoff from Hurlburt Field and these surrounding residential areas to its downstream discharge point. Planned work includes grading, installation of reinforced concrete pipe, and erosion control.

Beyond reducing flooding in the northwest basin, the improvements will strengthen the treatment capacity of the downstream drainage system and improve the quality of water entering the Santa Rosa Sound. The grant is a cost-reimbursement agreement, meaning the City pays for eligible work and is reimbursed by FDEP up to the grant amount. The agreement term runs through June 30, 2029, and no local match is required under the grant.

This resolution approves the agreement and authorizes the Mayor to execute it on behalf of the City.

FINANCIAL IMPACT:

The FDEP grant provides \$250,000 toward the project on a cost-reimbursement basis, with no required local match. The total project cost is estimated at \$1,000,000. The remaining \$750,000 is included in the proposed FY 2027 Budget and would be funded from the Sales Tax Fund. Because the grant reimburses costs rather than paying them in advance, the City will initially cover eligible expenses and then seek reimbursement from FDEP.

RECOMMENDATION:

Motion to adopt Resolution 26-12, approving FDEP Grant Agreement No. L0260 for the Mary Esther Stormwater Drainage Improvements project in the amount of \$250,000, and authorizing the Mayor to execute the agreement on behalf of the City.

ATTACHMENT(S):

1. Resolution 26-12
2. Exhibit A: FDEP Grant Agreement No. L0260

RESOLUTION NO. 26-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARY ESTHER, FLORIDA, APPROVING GRANT AGREEMENT NO. L0260 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE MARY ESTHER STORMWATER DRAINAGE IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Mary Esther (the “City”) experiences stormwater flooding within its northwest drainage basin and seeks to improve drainage and water quality in that area; and

WHEREAS, the Florida Department of Environmental Protection (“FDEP”) has awarded the City a \$250,000 grant through the Statewide Water Quality Restoration Projects program for State Fiscal Year 2025–2026 to support the Mary Esther Stormwater Drainage Improvements Project (the “Project”); and

WHEREAS, the Project will redefine an existing stormwater conveyance channel, install reinforced concrete pipe, and provide grading and erosion control to mitigate flooding, support the downstream drainage basin, and improve the quality of water entering the Santa Rosa Sound; and

WHEREAS, FDEP Grant Agreement No. L0260 (the “Agreement”) provides funding on a cost-reimbursement basis, requires no local match, and must be executed by the City; and

WHEREAS, the City Council finds that approving the Agreement and proceeding with the Project 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: APPROVAL OF AGREEMENT

The City Council hereby approves Grant Agreement No. L0260 between the City of Mary Esther and the Florida Department of Environmental Protection for the Mary Esther Stormwater Drainage Improvements Project, in substantially the form attached as Exhibit A and 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, and any related documents necessary to carry out its terms, on behalf of the City.

SECTION 2: JURISDICTION

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 3: REPEALER CLAUSE

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 4: EFFECTIVE DATE

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

SO DONE this _____ day of _____ 2026.

By:

Approved as to form and legality:

Chris Stein,
Mayor

Hayward Dykes, Jr.,
City Attorney

Attest:

Dillon Morris,
City Clerk

Time Adopted: _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Mary Esther Stormwater Drainage Improvements** Agreement Number: **L0260**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Mary Esther** Entity Type: **Local Government**

Grantee Address: **195 Christobal Rd N., Mary Esther, FL 32569** FEID: **59-6032418**

(Grantee)

3. Agreement Begin Date: **July 01, 2025** Date of Expiration: **December 31, 2029**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **Lat/Long: (30.4139, -86.6728)**

Project Description: **The Grantee will construct stormwater drainage improvements to mitigate flooding around residential neighborhoods within the City of Mary Esther.**

5. Total Amount of Funding: \$ 250,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1555, FY 25-26, WPSPTF	\$ 250,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 250,000.00

6. Department's Grant Manager Name: Damian Amuso or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2942 Email: Damian.Amuso@FloridaDEP.gov	Grantee's Grant Manager Name: Jared Cobb or successor Address: City of Mary Esther 195 Christobal Rd N Mary Esther, FL 32569 Phone: 850-362-6205 Email: jcobb@cityofmaryesther.com
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Mary Esther

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Chris Stein, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Damian Amuso, DEP Grant Manager

David M. Taylor, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:

- i. Standard Grant Agreement
- ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
- iii. Attachment 1, Standard Terms and Conditions
- iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:

- (1) an increase or decrease in the Agreement funding amount;
- (2) a change in Grantee's match requirements;
- (3) a change in the expiration date of the Agreement;
- (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
- (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.

A change order to this Agreement may be used when:

- (1) task timelines within the current authorized Agreement period change;
- (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
- (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
- (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

Attachment 1

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

Attachment 1

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

Attachment 1

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- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment 1

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0260**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Mary Esther Stormwater Drainage Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a

common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

**ATTACHMENT 3
GRANT WORK PLAN**

PROJECT TITLE: Mary Esther Stormwater Drainage Improvements

PROJECT LOCATION: The Project will be located in the City of Mary Esther within Okaloosa County; Lat/Long (30.4139, -86.6728).

PROJECT BACKGROUND: The project includes redefining an existing conveyance channel between a neighborhood within City of Mary Esther (Grantee) and Hurlburt Air Force Base (AFB) to convey stormwater runoff from Hurlburt Field and surrounding residential areas to the downstream discharge point. These improvements will also support the functionality and treatment capacity of the downstream drainage basin and improve the water quality entering the Santa Rosa Sound.

PROJECT DESCRIPTION: The Grantee will construct stormwater drainage improvements, including grading, reinforced concrete pipe installation, and erosion control to mitigate flooding in the northwest drainage basin within the City of Mary Esther.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct the Mary Esther Stormwater Drainage Improvements project in accordance with the final design. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$ 250,000	07/01/2025	06/30/2029
Total:			\$ 250,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	\$250,000	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$250,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

AGENDA ITEM

Agenda Item 11.2.

TO: Honorable Mayor and Members of the City Council

FROM: Dillon Morris, City Clerk

DATE: July 6, 2026

SUBJECT: Consideration: 2026 Florida League of Cities Annual Conference Voting Delegate Selection

BACKGROUND:

The Florida League of Cities (FLC) will be hosting its annual conference from August 13–15, 2026. The conference provides valuable educational opportunities to help Florida’s municipal officials serve their citizenry more effectively. During the conference, there is an annual business meeting that requires each city to designate a voting delegate. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership that require a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions, and any other official business matters affecting the League may be voted on during the Business Meeting.

DISCUSSION:

The following are attending the 2026 Florida League of Cities Annual Conference:

- Mayor Stein
- Councilmember Sutton
- Councilmember Carter
- Councilmember Oder

The mayor and council should decide, from among those attending, who will be the voting delegate to cast the municipality's votes at the annual business meeting.

FINANCIAL IMPACT:

There is no financial impact related to this matter.

RECOMMENDATION:

Motion to select _____ as the 2026 FLC Annual Conference Voting Delegate.

ATTACHMENT(S):

1. 2026 Voting Delegate Memo



To: Key Official

From: Eryn Alcorn, Florida League of Cities

Date: June 18, 2026

Subject: 2026 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 13-15, 2026. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference **designate one elected official to serve as its Voting Delegate** and cast the municipality's votes at the Annual Business Meeting which will be held on **Saturday, August 15, 2026**. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League will use the latest Florida Estimates of Population as published by the University of Florida, Bureau of Economic and Business Research.

Annual Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email ealcorn@flcities.com.
Voting delegate forms must be received by the League no later than July 31, 2026.

Attachments: Form Designating Voting Delegate



**2026 Annual Conference
Florida League of Cities, Inc.
August 13-15, 2026
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of its elected officials to cast the municipality's votes at the Annual Business Meeting. League By-Laws require each municipality to select one person to serve as the municipality's Voting Delegate.

Municipalities do not need to adopt a resolution to designate a voting delegate. Instead, please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2026.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Alcorn
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: ecalcorn@flcities.com

AGENDA ITEM

Agenda Item 11.3.

TO: Honorable Mayor and Members of the City Council

FROM: Jared Cobb, City Manager

DATE: July 6, 2026

SUBJECT: Discussion: Veterans Day Parade & Celebration — Event Operations Plan

BACKGROUND:

The City of Mary Esther sponsors and runs an annual Veterans Day Parade and Celebration honoring veterans, active-duty service members, and their families. The event draws an estimated 4,000 attendees and pairs a parade with an on-site celebration featuring a dining tent, kids' activities, and food trucks.

To organize the event consistently from year to year, staff has prepared an Event Operations Plan. The attached draft is presented to the Council for information, review, and feedback. It is a working framework, not a request for action.

DISCUSSION:

The Operations Plan documents how staff organizes and runs the event from planning through teardown. In summary, it sets out:

- A lean chain of command, with an Event Director (overall authority) and Event Manager supported by a small set of coordinators, each accountable for one function (parade, logistics, guest services, kids' activities, sponsorship, and announcing).
- The City's two key public-safety partnerships and how staff coordinates with each: the Okaloosa County Sheriff's Office for traffic control and on-site law enforcement, and the Ocean City–Wright Fire Control District for on-site fire and medical response.
- How the team stays in contact during the event, with the Information Booth serving as the central point of contact and command post.
- A schedule for the day of the event, along with safety and emergency procedures (including a weather delay, suspension, and cancellation policy), a site and logistics checklist, and an insurance framework reflecting that the event is held on the privately owned former Santa Rosa Mall site.

The plan is also built to be reviewed and refreshed each year. It includes a set of companion forms as appendices: a parade entry registration form, a volunteer registration form, a food truck and vendor application, a sponsorship packet with commitment form, and an injury and incident report form. The Operations Plan and these companion forms are submitted together as a single packet to the City Attorney and the City's insurance carrier each year for review and any updates

before parade registration opens. The plan also provides for the Council to review it and offer feedback before the event, and for staff to give the Council a brief post-event recap afterward.

Two items are worth drawing to the Council's attention:

Parade route and event layout. The plan intentionally does not fix the parade route or the placement of event areas. Those are generally consistent year to year and will be discussed with the Veterans Day Committee as planning gets underway. If the Committee recommends a change, staff will bring it to the Council's attention for discussion. Council may also suggest changes.

City float. The float is separate from the operations framework, but staff wanted to make the Council aware that it is under consideration and to invite any feedback. Staff is weighing three approaches: continuing with the existing trailer with improvements, renting a trailer, or using one or more City vehicles for Councilmembers. If the Council has a preference, staff would welcome that input as planning gets underway.

FINANCIAL IMPACT:

There is no direct financial impact from reviewing the Operations Plan. The event is funded through the City's budget and event sponsorships, and the plan reflects that the City's existing general-liability policy covers the event, so no separate event policy is purchased. The City float approaches noted above carry differing cost implications; if the Council wishes to pursue a change, staff would bring back specifics and any associated cost as a separate item.

RECOMMENDATION:

This item is presented for information, review, and Council feedback. No formal action is requested at this time. Staff welcomes the Council's input on the overall operations framework and process, and specifically on the City float approach (existing trailer with improvements, a rented trailer, or City vehicles for Councilmembers).

ATTACHMENT(S):

1. Exhibit A: Event Operations Plan

CITY OF MARY ESTHER

Veterans Day Parade & Celebration

EVENT OPERATIONS PLAN

Estimated attendance: 4,000 • Parade + on-site celebration

Event date: November 11, 2026

Prepared for City of Mary Esther event organizers and area coordinators

1. Event Overview

This plan is the working operations document for the City of Mary Esther Veterans Day Parade and Celebration. It defines who is responsible for what, how everyone communicates on event day, the run of show, and the safety and emergency procedures every coordinator is expected to know. Print it, distribute the relevant sections to each coordinator, and keep a full copy at the Information Booth (which serves as Command).

1.1 Quick facts

Item	Detail
Event	A celebration honoring veterans, active-duty service members, and their families, featuring a parade.
Host	City of Mary Esther, Okaloosa County, Florida.
Date / time	Date: Veterans Day. Celebration: 11:00 a.m. – 3:00 p.m. Parade step-off: 1:00 p.m.
Est. attendance	Approximately 4,000 across the parade route and celebration footprint.
Parade	Typically 35–50 entries.
Site	Former Santa Rosa Mall site, Mary Esther, FL. The grounds are open and still host several operating businesses; they are not closed or controlled by the City and are provided free of charge for the event. Only designated areas are managed by the event: parade line-up, dining tent, kids' activities, and food trucks. The only “controlled” element beyond those is the rolling parade route (OCSO).
Run & funding	Sponsored and run by the City of Mary Esther, staffed by City employees and volunteers.
Public safety	Okaloosa County Sheriff's Office (OCSO) provides traffic control and is the law-enforcement resource on site. Ocean City–Wright Fire Control District serves as the City's fire department and attends on site (fire + medical). See Section 2.3.

Item	Detail
Community note	Mary Esther sits in a strong military community (Hurlburt Field and Eglin AFB nearby). Expect significant participation from military units, JROTC, veterans' organizations, and first responders. Plan color-guard honors and entry order accordingly.

1.2 Goals & success measures

- Honor veterans and service members with a dignified, well-run parade and ceremony.
- Keep every attendee, participant, and volunteer safe, with zero preventable injuries.
- Run on schedule: parade begins within 10 minutes of plan.
- Provide one clear contact point for the public and staff alike: the Information Booth, which also serves as Command.
- Leave the grounds and route clean and restored by the published teardown deadline.

2. Organization & Chain of Command

This is a deliberately lean structure for a light event. The Event Director has overall authority and is the single voice (COMMAND) on the radio. The Event Manager runs the day-of operation and owns nearly all pre-event paperwork. Below them sit a small set of coordinators, each accountable for one function. Decisions affecting safety, money, or the public message escalate to the Event Director. When in doubt, call Command.

2.1 Organizational Chart

Tier	Role (call sign)
Director	Event Director (COMMAND): overall authority, final decisions, weather call, press/public; based at the Information Booth.
Manager	Event Manager (MANAGER): runs the day-of operation; owns pre-event admin, registrations, signage, and social media; day-of food trucks, dining tent, and inflatable placement.
Coordinators	Announcer / Master of Ceremonies (ANNOUNCER) Parade Coordinator (PARADE) Logistics Coordinator (LOGISTICS) Guest Services Coordinator (INFO) Kids Activities Coordinator (KIDS) Sponsorship Coordinator (SPONSOR)

2.2 Key contact roster (fill in before event week)

Role	Name	Cell	Call sign
Announcer / Master of Ceremonies			ANNOUNCER
Event Director			COMMAND
Event Manager			MANAGER
Parade Coordinator			PARADE
Logistics Coordinator			LOGISTICS
Guest Services Coordinator			INFO
Kids Activities Coordinator			KIDS
Sponsorship Coordinator			SPONSOR
OCSO On-Site Supervisor (traffic/security)			—
Ocean City–Wright FD officer-in-charge			—

2.3 Public safety partners: OCSO & Fire Department

Two outside agencies are central to this event, and the cleanest way to work with them is to treat Command (the Event Director at the Information Booth) as the single bridge to both. Volunteers do not radio the agencies directly; they call Command, and Command works with the on-site supervisors. For a true emergency, anyone calls 911 first; because both agencies are already on site, that 911 call reaches the same units.

Agency	Role and how we work with them
Okaloosa County Sheriff's Office (OCSO)	Traffic control for the parade and the law-enforcement resource on site. The City provides OCSO a written parade route and traffic-control plan in advance; they review and approve it. Hold a short pre-event coordination meeting to confirm officer posts, hours, the on-site supervisor's name and cell, and the escalation path. On the day: security concern → notify the nearest deputy or radio Command, who notifies the OCSO supervisor. Crime in progress or immediate danger → call 911.
Ocean City–Wright Fire Control District	On-site fire and medical response: the medical backbone for anything beyond basic first aid, and the crew that fills the dining-tent ballast barrels. Confirm attendance in writing; agree their staging location, the officer-in-charge's name and cell, and the medical escalation protocol before event day. On the day: minor

Agency	Role and how we work with them
	first aid is handled from the kit at the Information Booth; anything more → radio Command and bring in the FD. Life-threatening → call 911 immediately, then notify Command. Keep the emergency lane clear.

On event day, OCSO and the Fire District retain their own command authority within their scope. The Event Director coordinates with them but does not direct emergency response. The agencies run on their own radio systems; the link is a phone and the direct cell numbers of both on-site supervisors, kept at the Information Booth.

3. Roles & Job Descriptions

Each role below is written as a standalone job description. Hand each coordinator their page. The format is the same throughout: call sign, who they report to, purpose, team, what they own, and a phased task list. Adjust headcounts to your actual volunteer pool.

3.1 Announcer / Master of Ceremonies

Call sign	ANNOUNCER
Reports to	Event Manager
Purpose	Serve as the parade announcer at the reviewing stand in front of City Hall on Mary Esther Boulevard, introducing each entry as it passes.
Team	Solo at the reviewing stand; the PA/microphone is set up for this role by Logistics.
Owns / accountable for	• Reading the announcement script (one short, accurate description per entry) as each passes the reviewing stand at City Hall. • Keeping energy and pace, filling gaps gracefully, and recognizing sponsors and honored guests on cue (coordinate sponsor mentions with the Sponsorship Coordinator). • Sticking to the finalized script, with no ad-libbing about entries that cannot be confirmed.
Equipment	PA/microphone at the reviewing stand (set up by Logistics), the finalized announcement script, a copy of the line-up order, water.

The script

- The Announcer receives the finalized line-up with a short description for each entry and reads them as the parade passes.

3.2 Event Director

Call sign	COMMAND
Reports to	City administration / City Council (this is the top of the event chain).
Purpose	Hold overall authority for the event: final decisions, the weather call, and all press/public messaging. Run Command from the Information Booth.
Team	Works alongside the Event Manager at the Information Booth; coordinates all coordinators and both public-safety agencies.
Owns / accountable for	• Final go/no-go, delay, suspend, resume, and cancellation decisions (see Section 6). • The weather watch: monitoring radar/NWS and conditions through the day and making the call. November weather here is usually settled and known a few days out; the watch is mostly confirmation. • One voice to the public: only the Event Director (or a designee) speaks to press or makes public-address announcements about an incident. • Coordination with OCSO and the Fire District on event day.
Equipment	Radio (COMMAND), cell phone, printed roster and site map, weather/radar app, and the CivicPlus notification access (or the named sender beside them).

3.3 Event Manager

Call sign	MANAGER
Reports to	Event Director
Purpose	Run the day-of operation and own nearly all pre-event paperwork and communications. Based at the Information Booth with the Event Director.
Team	The coordinators below; the food-truck, dining-tent, and inflatable vendors; day-of volunteers recruited by each area.
Owns / accountable for	• Pre-event paperwork hub: parade-entry registrations, food-truck applications, volunteer registration and waivers, signage, and insurance/COIs (coordinating with the City Attorney/risk management on coverage and deadlines). • Social media: the content calendar and pre-event promotion, live event-day updates, and the post-event recap (all City posts approved before going live). • Day-of vendors and dining: meeting the dining-tent vendor to confirm where the tent, tables, and chairs go (the vendor sets them up), greeting and placing the food trucks, verifying documents before setup, and confirming the FD fills the tent ballast barrels. • Inflatable/climbing-wall placement and the vendor COI (same vendor as the dining tent). Day-of supervision and the wind/lightning shutdown belong to the Kids Activities Coordinator. • Freeing up time during the event to roam for photos and social once setup is complete.
Equipment	Radio (MANAGER), registration/insurance master files, deadline tracker, signage inventory, social-media logins and content calendar, vendor placement map.

3.4 Parade Coordinator

Call sign	PARADE
Reports to	Event Director (coordinates with OCSO on the route)
Purpose	Plan, stage, and run the parade, from review of entry registration through line-up, step-off, route flow, and disbandment.
Team	Line-up marshals (3–5), route monitors, and a disband-area marshal.
Owns / accountable for	• Marketing the parade and recruiting participants. • Building the registered line-up order and assigning each entry a numbered staging position. • Safe spacing and a steady pace so there are no long gaps or pileups. • Enforcing parade rules (speed limits, animal cleanup). • Confirming the route is clear at the end so OCSO can reopen roads.
Equipment	Line-up roster, numbered staging signs, hi-vis vests, bullhorn.

Before / event day / after

- Before: review entry applications and build the numbered line-up; coordinate route and step-off timing with OCSO and Logistics; confirm color/honor guard and military units near the front; recruit and brief line-up marshals.
- Before: ensure the Parade Entry Registration Form gives prospective entries float guidance (basic decorating and safety expectations and where to rent a float) so they know what is needed to take part.
- Event day: open staging early and check each entry against the roster; safety-walk every vehicle entry (sober/licensed driver, no riders on tow tongues); hold a quick all-entries briefing (pace, spacing, no stopping); give step-off only after Command confirms the route is closed and OCSO is set; keep it moving and manage clean disbandment.
- After: confirm all entries cleared the disband area and the route is clear to reopen; note issues for next year.

3.5 Logistics Coordinator

Call sign	LOGISTICS
Reports to	Event Director (OCSO runs traffic control on the roadways)
Purpose	Own the physical site: produce the OCSO-approved traffic plan, lead Public Works on barricades and cones, and handle trash, power, signage placement, the emergency lane, and full teardown.
Team	City Public Works staff. Roadway closures and live-intersection control on public streets are handled by OCSO, not by City staff.
Owns / accountable for	• Producing the parade route and traffic-control plan (with the City) for OCSO review and approval, well before the event; obtaining required permitting. • Leading Public Works to set out and later recover all cones, barricades, and directional/parking signage per the OCSO-approved plan. • Keeping a continuous emergency-vehicle lane into the grounds and along the route, clear at all times. • Trash and recycling cans across the grounds with a single set-aside point for overflow bags; generators and power for the kids' area, stage, and vendors; water points. • Setting and later recovering the perimeter fencing that encloses the festival core (food trucks, dining tent, and kids' area as one), with defined entry/exit points (vendor-supplied or City-set). • Complete teardown and haul-back at the end of the day.
Equipment	Cones, barricades, perimeter fencing, parking/directional signs, hi-vis vests, flashlights, ADA signage, trash/recycling cans, generators, fuel, cords, water. (OCSO supplies roadway barricades/closures per their plan.)

Watch out for

- Only OCSO (or City-authorized personnel) directs traffic on open public roadways. City staff set out barricades and signage; they do not work live intersections.
- Setup and teardown are this role's busy windows, so build the schedule so the emergency lane is open before gates and barricades come down only after the route reopens.

3.6 Guest Services Coordinator

Call sign	INFO
Reports to	Event Manager
Purpose	Run the Information Booth: the public's one-stop point and the event's safety anchor. The booth sits in a prominent position in front of the dining tent, next to the kids' area and food trucks, and also serves as Command.
Team	One or two dedicated booth volunteers who stay put the whole event (the Event Director and Event Manager are also based here but float).
Owns / accountable for	• Guest services: questions, directions, maps, schedules, and a printed FAQ. • The basic first-aid kit kept at the booth (band-aids and basics only; anything more goes to the on-site FD; life-threatening → call 911, then Command). • Lost & found intake and return. • Lost-child / lost-adult reunification: the designated holding point. A found child stays at the booth with two staff present and is released only to a guardian whose ID and relationship are verified. • Light, line-of-sight oversight of the dining-tent cleanup volunteers working a few feet away (monitoring, not labor; the booth is never left unstaffed).
Equipment	Booth/tent in a prominent spot, signage, maps and schedules, lost & found bin and log, basic first-aid kit, injury/incident report forms, sign-in sheets, megaphone, radio (INFO), pens.

Watch out for

- The booth is never empty. The cleanup volunteers and the meal rush peak at the same time as booth foot traffic, so the anchor stays put and cleanup flexes around that.
- A reunited-only release rule protects everyone: a child is released solely to a guardian whose ID/relationship is confirmed by staff.

3.7 Kids Activities Coordinator

Call sign	KIDS
Reports to	Event Manager
Purpose	Run a safe, fun kids' zone (games, crafts, inflatables/climbing wall) with strong supervision and clear boundaries.
Team	Activity-station volunteers, an entry/exit monitor, and a safety spotter for any inflatable or ride.
Owns / accountable for	• Activity stations and supplies; the kids' zone layout within the fenced festival core (food trucks, dining, and kids enclosed as one area), with a clear interior boundary and a monitored entry/exit. • Supervision ratios and a posted, enforced rule that children stay with a caregiver. • Day-of safety of the inflatables/climbing wall: a pre-open safety check (anchoring, no damage, trained operator) and the wind/lightning shutdown. (Placement and the vendor COI are handled by the Event Manager; same vendor as the dining tent.) • The City hires the vendor's own trained monitors to staff the bounce houses and climbing wall (the same company supplies both); the vendor sets up around 8:00 a.m. Confirm the monitors are in place before opening, and oversee the wind/lightning shutdown. • Coordinating any lost children with the Information Booth at once.
Equipment	Tables, craft and game supplies, shade, hand sanitizer, water, signage, first-aid kit. (The festival core is fenced as one area; see Logistics.)

Watch out for

- Wind is the main inflatable hazard. Have a written wind/lightning shutdown trigger and follow it without debate (Section 6).

3.8 Sponsorship Coordinator

Call sign	SPONSOR
Reports to	Event Manager (funds and sponsor approval route through City finance and the Event Director)
Purpose	Secure the funding and in-kind support that pays for the event, steward sponsors, and make sure every sponsor receives the recognition promised. Mostly a pre-event role with a day-of recognition and hospitality piece.
Team	Often a single coordinator; recruit one day-of helper for sponsor greeting, signage placement, and photos.
Owns / accountable for	• The tier structure and sponsorship packet; the prospect list and early outreach (sponsorship has the longest lead time of any area). • Signed agreements and payment through City finance. Sponsors provide and drop off their own banners and signage (the City does not produce them), so confirm each sponsor's drop-off ahead of the event. • Working with the City on sponsor approval and an acceptable-sponsor policy (the City may exclude alcohol, tobacco, cannabis, firearms, or partisan/political sponsors). • Fulfillment: placing the banners sponsors drop off, stage mentions, with photos as proof for recap reports.
Equipment	Sponsorship packet, commitment forms, prospect/fulfillment tracker, reserved-area materials.

Watch out for

- Because this is a municipal event, sponsor acceptance and money handling must follow City finance and legal rules; get the list approved and route funds through the City. Promise only what you can deliver, and confirm each sponsor's banner drop-off ahead of time so placements are ready on the day.

3.9 Volunteers (event-based)

There is no standalone Volunteer Coordinator. The actual volunteer need is small and is recruited area-by-area: a couple to help the Parade Coordinator, the Kids Activities station helpers, the one or two dining-tent cleanup volunteers, and the dedicated Information Booth volunteer(s). Each coordinator brings and directs their own people.

- Put out an early public call for volunteers. The sign-up lists each area's responsibilities and lets people mark a primary and a secondary interest; each coordinator then selects volunteers for their area.
- Registration and waivers run through the Event Manager pre-event, the single check-in/waiver point. No signed waiver, no assignment.
- Dining-tent cleanup volunteers (1–2) wipe tables and keep bins from overflowing through the meal window, then help with the final sweep. They work next to the Information Booth and are monitored by the booth volunteer; bagged trash hands off to Logistics.
- Every volunteer gets a one-page safety briefing at check-in: who their coordinator is, where the booth and first aid are, and the basics of the day.
- Every staff member and volunteer receives an event t-shirt as their identifier at check-in; City staff wear their existing City badges.

4. Day-of Communications Plan

With 4,000 people across a parade route and the celebration grounds, cell phones alone are not reliable. The backbone is a small set of two-way radios, with phones and a group text as backup. Everything routes through Command at the Information Booth.

4.1 Command at the Information Booth

For an event this light there is no separate command post. The Information Booth is the single hub for both the public and staff coordination: the Event Director (COMMAND) and Event Manager are based here, it holds the first-aid kit and the lost-child reunification point, and it is where the weather call and any incident decisions are made. Locate it centrally and prominently in front of the dining tent and mark it clearly.

4.2 Radios

- Each coordinator carries a City two-way radio; keep 2–3 charged spares with labeled batteries at the Information Booth.
- All radios operate on a single shared channel, the All-Call, that everyone monitors.
- A second channel can be added later if radio traffic warrants; for example, a dedicated parade net during step-off and route flow.

4.3 Channel plan

Everyone operates on one shared channel, the All-Call, and monitors it at all times. If radio traffic grows, a second channel can be added, such as a dedicated parade net during step-off and route flow.

Channel	Name	Who / what
1	COMMAND / All-Call	Command + all coordinators. Coordination, all-calls, and emergencies. Everyone monitors this channel.
2 (optional)	Parade	Parade Coordinator, marshals, the Announcer/MC, and Logistics during step-off and route flow.

4.4 Call signs

Use plain function names, not personal names or police 10-codes: COMMAND, MANAGER, PARADE, ANNOUNCER, LOGISTICS, INFO, KIDS, SPONSOR.

4.5 Radio etiquette (print this for every radio user)

- Call the person, then say who you are: “Command, this is Parade.” Wait for “Go ahead” before your message.
- Think first, then key the mic; pause half a second after pressing so your first word isn’t clipped.

- Be brief and use plain language. No jargon, no codes, no names of injured people over the air.
- Confirm you heard it: “Copy,” or repeat the key detail back. Say “say again” if you missed it.
- One conversation at a time. For something urgent, say “Break, break, emergency traffic” and everyone else holds.
- End with “out.” Keep the channel clear for the next person.

4.6 Escalation: who calls whom

Situation	Flow
Beyond-minor medical	Anyone → COMMAND on Ch.1 → booth staff give basic first aid from the kit → for anything past a minor scrape, Command brings in the on-site FD. Command keeps the emergency lane clear.
Life-threatening medical	Call 911 immediately (reaches the on-site FD), then radio COMMAND. Command clears the lane and sends someone to flag responders in.
Security / criminal issue	Anyone → COMMAND on Ch.1 (or notify the nearest deputy) → Command notifies the OCSO supervisor; sworn officers handle anything physical or criminal. Immediate danger: call 911.
Lost child	Finder → INFO + COMMAND on Ch.1 → child held at the Information Booth with two staff → Command coordinates a calm search (OCSO assists) → released only to a verified guardian.
Severe weather	Whoever spots it → COMMAND → the Event Director decides hold/shelter/cancel (with OCSO & FD) → all-call on Ch.1 → each coordinator executes their part. See Section 6.2.
Anything you're unsure about	Call COMMAND on Ch.1. It is always correct to ask Command.

4.7 Backup communications

- Cell phones for every coordinator (numbers in the Section 2.2 roster) as the first fallback if radios fail.
- A group text/messaging thread for all coordinators, good for non-urgent broadcasts and photos of issues. Not a substitute for radios on urgent traffic.
- Runners: if comms fail entirely, Command sends a volunteer on foot. Pre-assign a couple of floaters.
- A printed contact roster and site map at the Information Booth in case devices die.

5. Run of Show & Timeline

The celebration runs 11:00 a.m. to 3:00 p.m.; the parade steps off at 1:00 p.m. Times are clock times; adjust as needed and build in slack, because things run late.

5.1 Week of / day before

- Confirm all rented equipment, the OCSO-approved traffic plan, OCSO and Fire District attendance/hours, and all permits with the City.
- Ensure all sponsorships are finalized and materials collected.
- Confirm all food trucks and the tent/inflatable vendor.
- Final headcount of volunteers per area; fill gaps; confirm vendor documents (permits + COIs) are in hand.
- Test and charge all radios; print rosters, maps, schedules, sign-in sheets, and briefing cards; stage event t-shirts for distribution.
- Stage signage, the dining tent, tables, and the first-aid kit; verify the tent anchoring/ballast plan; confirm the weather-monitoring setup.
- Send each parade entry its staging number and arrival window; build the CivicPlus notification groups (parade entries, vendors, volunteers) for weather/status alerts; send each vendor its placement and load-in time.

5.2 Event day

Time	What happens
7:00 a.m.	Core team and Logistics arrive. Public Works sets cones/barricades. Meet the dining-tent vendor to confirm where the tent, tables, and chairs go (the vendor sets these up the day before or day of); FD fills the tent ballast barrels. First-aid kit set at the Information Booth. Radio check; confirm FD and OCSO on-site contacts.
8:00 a.m.	Inflatable/climbing-wall vendor sets up the bounce houses and climbing wall and provides trained monitors (Kids Activities Coordinator confirms placement and that monitors are in place).
9:00 a.m.	Volunteer check-in opens (Event Manager): each volunteer signed in, waiver verified, t-shirt issued, briefed, sent to their coordinator. All-hands briefing: weather, schedule, comms, emergency plan.
9:00–10:30 a.m.	Food trucks set up and check in (Event Manager confirms placement, documents, and fire safety before they open).
11:00 a.m.	Celebration opens. Information Booth staffed and at post. Food trucks, kids' zone, and dining tent running.
12:00 p.m.	Parade line-up forming and safety-walked. Confirm route closed and emergency lane clear with OCSO.

Time	What happens
12:50 p.m.	All entries staged. The Parade Coordinator confirms with OCSO that the route is set.
1:00 p.m.	Parade step-off. The Parade Coordinator gives the go once OCSO confirms the route. The Announcer/MC at the City Hall reviewing stand introduces each entry; route monitors keep spacing and pace.
1:45 p.m.	Rolling parade concludes and disbands. Once the Parade Coordinator confirms the route is clear, OCSO reopens the street (rolling parade).
3:00 p.m.	Celebration closes. Begin staged teardown. Logistics begins haul-back.
After 3:00	Full-site safety sweep, lost & found reconciled, incident forms to the Event Director. Veterans Day Committee meeting debrief within two weeks.

6. Safety & Emergency Procedures

Two rules that override everything

- Life safety first. For any real emergency, call 911 first, then notify Command. Never delay a 911 call to run it up the chain.
- One voice to the public. Only the Event Director (or a designee) speaks to press or makes public-address announcements about an incident.

6.1 Medical

- Minor (cuts, blisters, heat, dehydration): direct or escort to the first-aid kit at the Information Booth; log it on an accident form.
- Beyond minor: radio Command and bring in the on-site Ocean City–Wright FD. When in doubt, treat it as beyond minor.
- Life-threatening (chest pain, breathing trouble, major bleeding, unresponsive, heat stroke): call 911 immediately (this reaches the on-site FD), then radio COMMAND. Command clears the emergency lane and sends someone to flag responders in.
- Do not move a seriously injured person unless they're in immediate danger. Send a runner if radio is unclear.

6.2 Weather: delay, suspension & cancellation policy

Who watches, and who decides: the Event Director holds the weather watch, tracking radar/NWS and conditions through the day, and makes the final call to delay, suspend, resume, or cancel, in consultation with the OCSO supervisor, the Fire District officer-in-charge, and the City. November weather here is usually settled and known a few days out. Lightning and tornado actions below are automatic and are not a judgment call.

Condition	Action
Lightning/thunder (30/30 rule)	If thunder follows lightning by 30 seconds or less (storm within ~6 miles), SUSPEND and move people to shelter: vehicles or substantial buildings, never tents or open ground. Resume only 30 minutes after the last thunder or lightning.
Tornado warning	Immediate shelter in the most substantial nearby structure (or vehicles); never tents. Follow OCSO/FD direction. This overrides everything.
High wind (gusts ~30+ mph)	Shut down and deflate inflatables (most must stop by ~15–20 mph; follow the operator's limit), secure or strike tents, and secure loose signage. Suspend if conditions worsen.
Heavy rain / flooding	Director's judgment; suspend if footing, electrical, or visibility become unsafe. Protect power and sound equipment.

Condition	Action
Extreme heat (high heat index)	Push water, shade, and breaks; watch for heat illness. Consider shortening outdoor activity.
Tropical system threatening	November is still hurricane season (ends Nov 30). If a system threatens, hold a go/no-go decision 24–48 hours out and notify all event staff and volunteers, parade registrants, vendors, and the general public.

Decision phases: DELAY (push start/step-off and post the new time); SUSPEND/HOLD (Command makes one all-call on Ch.1; each coordinator clears their area to shelter, shuts down inflatables and amplified equipment, and reports “area sheltered”); RESUME (only on the Event Director's go-ahead, no sooner than 30 minutes after the last thunder/lightning); CANCEL (the Director ends the event; Command announces it; coordinators begin safe teardown; the public is notified through every channel). Set a published go/no-go time (for example, by 9:00 a.m. on event day).

6.3 Notifying parade entries & the public

Weather and event-status notifications go out through the City's CivicPlus Mass Notifications system, which sends by email and text and posts to the City Facebook page and website at once.

- Pre-built groups: before event day, build parade-entry, vendor, and volunteer notification groups in CivicPlus from registration contacts so one send reaches everyone.
- Decision & sender: the Event Director makes the call; the Event Manager sends notifications.
- One message, every channel: push the same wording by email, text, Facebook, and website together.
- On site: once entries have arrived at staging, in-person word and a bullhorn reach them directly; the broadcast matters most before they arrive.

6.4 Lost child / lost adult

- The Information Booth is the reunification point. On a report, INFO and COMMAND are notified on Channel 1 with a description.
- A found child is kept at the Information Booth with two staff present and released only to a guardian whose identity and relationship are verified.
- Command coordinates a calm search (OCSO assists); avoid broadcasting the child's name over open radio.

6.5 Evacuation

- If evacuation is ordered (fire, threat, weather), Command makes the call and a clear PA + all-call goes out.
- Each coordinator moves their area along pre-identified exit routes, away from the hazard, keeping the emergency lane clear for responders.
- Coordinators headcount their volunteers and report “area clear” to Command. Reunification at a pre-named point away from the site.

6.6 Suspicious item or person

- Don't touch a suspicious item. Note location, move people back, and call COMMAND, which involves OCSO.
- For a suspicious or threatening person, observe and report to Command; let sworn officers handle contact.

6.7 Incident documentation

Every incident (injury, lost child, ejection, near-miss, property damage) gets a written report on the Injury / Incident Report Form: date/time, location, people involved, what happened, action taken, and who was notified, completed at the booth, with the injured person or their guardian where possible. The Information Booth keeps the log; all copies go to the Event Director at end of day. Keep these on file; they matter for insurance and for improving next year.

7. Site & Logistics Checklist

Item	Plan for
Site map	One simple map showing entrances, stage, the Information Booth (also Command and first-aid), restrooms, water, vendor row, kids' area, dining tent, parking, and the emergency lane. Post copies and give one to every coordinator.
Restrooms	Enough portable units for 4,000 plus ADA-accessible units and handwashing stations; a servicing plan for a long day.
Water / hydration	Free water points across the grounds; extra near the kids' area, dining tent, and stage.
Trash & recycling	Cans throughout with a mid-event empty plan and a single set-aside point for overflow bags; extra at vendor row and dining.
Power	Generators/power for stage, vendors, kids' area, and lighting if running past dusk; fuel and a noise/placement plan.
ADA access	Accessible parking, routes, restrooms, dining seating, and a viewing area along the route.
Signage	Directional signs to parking, entrances, first-aid/info, restrooms; reserved-seating and area markers.
Insurance	The City's existing general-liability policy covers the event (carrier-confirmed). Confirm it is in force, with SRM-SPE added as an additional insured. COIs from every vendor and the inflatable/ride operator naming the City and SRM-SPE as additional insureds. See Section 8.
Permits	Road closure, special-event, health-department (food), and fire-marshal sign-offs. All confirmed with the City.

8. Insurance & Certificates of Insurance

Because the event is held on private property and brings outside vendors onto it, insurance runs in two directions: coverage flowing into the City from everyone who brings risk, and coverage the City provides out to the property owner. Get every certificate in hand before anyone sets up.

8.1 Coming into the City (and the property owner)

Everyone who brings risk onto the property carries their own liability coverage and names both the City of Mary Esther and the property owner, SRM-SPE, as additional insureds. No certificate, no setup.

One key distinction

- Ask to be added as an additional insured by endorsement, not merely the certificate holder. The certificate holder just receives a copy; an additional insured is actually covered under the other party's policy. "Named insured" is the wrong ask and brokers will reject it; the right ask is additional insured by endorsement.

Who	What to require
Food Trucks	Commercial general liability, product liability (foodborne illness is the real exposure), and commercial auto. Plus their county health permit.
Inflatable / climbing-wall operator (same vendor as the dining tent)	Highest-risk category; scrutinize closely. Many general-liability policies exclude inflatables and amusement devices, so a generic certificate is not enough.
Tent / table / equipment rental	Certificate naming the City and SRM-SPE, especially where tents are installed (anchoring failures are a real claim source).
Other contracted services	Stage, sound, generators, entertainers: a certificate as appropriate to what they bring.

8.2 Going out to the property owner (SRM-SPE)

Because the event sits on SRM-SPE's land, expect to provide them before the event: a signed use/license agreement; a certificate under the City's existing general-liability policy naming SRM-SPE as an additional insured (the City's carrier has confirmed the event falls within the existing policy, so no separate event policy is purchased); and, if requested, additional-insured status on the vendors' policies as well.

8.3 Suggested coverage limits (confirm with City Attorney & carrier)

Placeholder starting points only; actual limits, endorsement wording, and who must name whom are set by the City Attorney and the City's insurance carrier.

Party	Common starting limits (to confirm)
Food Trucks / Vendors / Rentals	\$1,000,000 per occurrence / \$2,000,000 aggregate general liability; auto liability for vehicles.
Inflatable / amusement operator	Higher, often \$1,000,000+ with the specific devices listed; confirm Florida inspection requirements.
City's coverage	No separate event policy. The carrier has confirmed the event falls within the City's existing general-liability policy. Confirm it is in force, with SRM-SPE added as an additional insured.

8.4 COI tracking checklist (Event Manager)

One row per vendor or operator. Don't approve setup until the last three columns are checked.

Vendor / operator	Coverage type	Limits OK	Add'l: City	Add'l: SRM-SPE	COI rec'd / approved

9. Annual Cycle and Review

9.1 The annual cycle

The Veterans Day Parade and Celebration is a recurring event, and this document is intended to be a living plan. Each year follows the same cycle: the team plans the event and refreshes this document, executes the event, and then reviews and refines the plan for the following year. The City Council is kept informed throughout. The Council may review the plan and offer feedback before the event and receives a recap afterward, and the legal and insurance review below keeps the plan's risk provisions current.

9.2 Legal and insurance review

Because the event recurs and the legal and insurance landscape shifts, the documents must be re-reviewed every year. This plan and all of its liability, indemnification, release, sponsor-agreement, and certificate-of-insurance provisions must be reviewed and approved by the City Attorney and the City's insurance carrier each year before parade registration opens. The Event Director owns sending the packet out for review. Do not distribute or collect signatures on any version that has not been reviewed for the current event year.

Companion documents, attached as Appendices A–E: a Parade Entry Registration Form (with liability release), a Volunteer Registration Form (with waiver), a Food Truck / Vendor Application (with insurance requirements), a Sponsorship Packet (with Commitment Form), and an Injury / Incident Report Form. Each carries its own annual review-and-approval block.

Annual review record	
Last reviewed (date)	
Reviewed by (City Attorney)	
Insurance carrier confirmation	
Approved for the event year	

9.3 Event planning and changes to the route or festival area

After the Operations Plan is provided to the City Council for review and comment, staff begins meeting with the Veterans Day Committee to plan the specifics of the event. The parade route and festival area are generally consistent from year to year and remain as established unless the Veterans Day Committee discusses and recommends a change, or the City Council requests one after reviewing the plan. When the Committee recommends a change to the route, the festival area, or another significant aspect of the event, staff informs the City Council so it remains aware of the event plans. As details that were not available at the time of the Council's review are confirmed, such as the Grand Marshal and the final parade route and festival layout, staff incorporates them into the planning. The parade route and any changes to it are provided to the Okaloosa County Sheriff's Office for review and approval, as described in Section 2.3.

9.4 Council review and post-event briefing

The Operations Plan is provided to the City Council each year as a discussion item for review and comment before parade registration opens, in conjunction with the annual legal and insurance review described above. Following the event, staff provides the City Council a brief post-event recap covering attendance, what worked, any incidents or issues, and recommended changes for the following year, within 60 days or at the next regular meeting.

10. Appendices

The forms below accompany this plan and sit behind their divider pages in the event binder. Each carries its own annual review-and-approval block and must be reviewed by the City Attorney and the City's insurance carrier before use (see Section 9).

- Appendix A: Parade Entry Registration Form (with liability release)
- Appendix B: Volunteer Registration Form (with waiver)
- Appendix C: Food Truck / Vendor Application (with insurance requirements)
- Appendix D: Sponsorship Packet (with Commitment Form)
- Appendix E: Injury / Incident Report Form

APPENDIX A

Parade Entry Registration Form

Insert the current City-approved form behind this page.

APPENDIX B

Volunteer Registration Form

Insert the current City-approved form behind this page.

APPENDIX C

Food Truck / Vendor Application

Insert the current City-approved form behind this page.

APPENDIX D

Sponsorship Packet (with Commitment Form)

Insert the current City-approved form behind this page.

APPENDIX E

Injury / Incident Report Form

Insert the current City-approved form behind this page.

AGENDA ITEM

Agenda Item 11.4.

TO: Honorable Mayor and Members of the City Council

FROM:

DATE: July 6, 2026

SUBJECT: Discussion: Code and Blight issues

BACKGROUND:

This item was requested by Councilmember Sutton with the following information:

Several commercial businesses and residential properties throughout our community are becoming a growing concern.

Many commercial properties — including both vacant buildings and active businesses — have significant trash accumulation and neglected grounds. These conditions are contributing to unwanted animal activity, while overgrown vegetation is allowing homeless encampments to develop in hidden areas.

Residential properties are also becoming increasingly problematic. Numerous homes have overgrown yards, excessive debris, and derelict or non-operational vehicles parked on front lawns and driveways.

The continued neglect of these properties creates serious safety, health, and quality-of-life concerns for surrounding neighborhoods. Accumulated debris and abandoned vehicles negatively impact property values, attract criminal activity, and diminish community pride.

It is time for our city to make addressing blight, property maintenance, and code enforcement a priority before these conditions continue to worsen.

DISCUSSION:

FINANCIAL IMPACT:

RECOMMENDATION:

ATTACHMENT(S):

1. 14068
2. 14034
3. 14032
4. 14040
5. 14052
6. 14058
7. 14041
8. 14038
9. 14055



















AGENDA ITEM

Agenda Item 11.5.

TO: Honorable Mayor and Members of the City Council

FROM:

DATE: July 6, 2026

SUBJECT: Discussion: Citizens Appearing Before the Council Policy

BACKGROUND:

This item was requested by Councilmember Carter with the following information:

The purpose of this agenda item is to consider amending the City's policy regarding citizens appearing before the City Council.

The current policy requires citizens wishing to address the Council to submit their request at least **one week** prior to the scheduled Council meeting. The proposed amendment would revise that requirement to **ten (10) business days** and require a brief description of the topic the citizen wishes to present.

Providing additional notice will allow City staff adequate time to review the matter, gather relevant information, and determine whether the issue should be addressed administratively, referred to the City Attorney, the Magistrate, or another appropriate department. In some cases, a concern may be resolved before the Council meeting, providing a more timely resolution for the citizen. When a matter does come before the Council, staff will be prepared to present the necessary information, allowing the Council to make informed decisions and, when appropriate, resolve the issue during that meeting without the need for additional research or follow-up meetings.

As part of this process, City staff will prepare a brief staff report summarizing the citizen's request and any relevant background information. A copy of the staff report will be made available to each Council member in advance of the meeting, in accordance with their preferred method of receiving Council materials, allowing members sufficient time to review the issue before it is presented.

This amendment is **not intended to limit or discourage public participation**. Rather, it is intended to improve customer service, increase the efficiency of Council meetings, and provide citizens with the best opportunity to have their concerns fully addressed during their appearance

before the Council.

The proposed policy will also authorize the **City Manager** to waive the ten (10) business-day notice requirement when circumstances warrant, including matters that are urgent, time-sensitive, or otherwise in the best interest of the City and its residents.

DISCUSSION:

FINANCIAL IMPACT:

RECOMMENDATION:

ATTACHMENT(S):