



City of Freeport
REGULAR COUNCIL MEETING AGENDA
July 14, 2026, at 9:00 AM
Freeport City Council Chambers

1. Meeting Called to Order

2. Invocation and Pledge of Allegiance

3. Recognition of Guests

1. Warren Averett Audit Report

4. Consent Agenda

- a. Bills - (TAB 1)
- b. Regular Council Meeting Minutes – June 9, 2026 (TAB 2)
- c. Regular Council Meeting Minutes – June 25, 2026 (TAB 3)

5. Public Comment on Consent Agenda

6. Approval of Consent Agenda

7. Consideration of Additions/Deletions to Agenda

8. Approval of Agenda with Additions/Deletions

9. Staff Reports

- a. City Clerk
- b. City Manager
 1. Interlocal Agreement for POD at Sports Complex (TAB 4)
- c. Engineering
- d. Finance
 1. WCEDA Funding Request (TAB 5)
- e. Legal
 1. Data Center Ordinance 2nd Reading/ Adoption (TAB 6)
- f. Mosquito Control
- g. Parks
 1. A/C in Concession 1 Press Box (TAB 7)
 2. Renewal of Contract for Labor with Walton County Sheriff's Office (TAB 8)
 3. Coastal Elite Baseball Tournament August 22-23 (TAB 9)
 4. Freeport High School Homecoming Parade (TAB 10)
- h. Planning
 1. Ronnie Brannon Park Crosswalk Option (TAB 11)

- i. Sewer
 - 1. 2 A/C units for Control Rooms (TAB 12)
- j. Utility Billing
- k. Water

10. Old Business

11. New Business

- a. Mayor Barley
 - 1. Employee of the Month (TAB 13)
 - 2. Supervisor of the Quarter (TAB 14)
 - 3. Town Planter's Landscape (TAB 15)
- b. Councilman Dickey
- c. Councilwoman Brannon
- d. Councilman Farris
- e. Councilwoman Hurst
- f. Councilwoman Haffner

12. Public Comment

13. Adjournment

The City of Freeport may take action on any matter during this meeting, including items that are not set forth within this agenda.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

Consistent with section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, 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.

CITY OF FREEPORT
Cash Disbursement Edit List

Batch: 29755 Period: 06.25.2026

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Discount Date	Invoice Amount	Discount Amount	Payment Amount	Check Amount
FOR BANK ACCOUNT: 1 PNB			Accounts Payable						
97-1	ADKINSON LAW FIRM LLC								
	11313.OCT25-APR26	CITY ATTORNEW OCT 25-APR 26	06.04.2026	07.04.2026	06.04.2026	76,868.75	0.00	76,868.75	76,868.75
2620-1	ALDAY-HOWELL ENGINEERING INC								
	6620	PRELIM & FINAL DESIGN 3/1-5/31	06.15.2026	07.15.2026	06.15.2026	98,850.00	0.00	98,850.00	
	6621	CIVIL ENG MARQUIS WAY EAST CON	06.15.2026	07.15.2026	06.15.2026	29,625.00	0.00	29,625.00	128,475.00
94-1	CITY OF FREEPORT - UTILITY BILLING								
	BILL.DATE-06.24.26	CITY UTILITY BILLS 06/24/26	06.24.2026	07.24.2026	06.24.2026	796.41	0.00	796.41	
	BILL.DATE-06.24.26	CITY UTILITY BILLS 06/24/26	06.24.2026	07.24.2026	06.24.2026	121.29	0.00	121.29	
	BILL.DATE-06.24.26	CITY UTILITY BILLS 06/24/26	06.24.2026	07.24.2026	06.24.2026	10,931.53	0.00	10,931.53	11,849.23 E
1819-1	DEWBERRY ENGINEERS INC								
	22485921	FREEPORT CITYWIDE COMP BILLING	04.13.2026	05.13.2026	04.13.2026	14,500.00	0.00	14,500.00	14,500.00
2790-1	DWAYNE DAVIS								
	COMMCMTRREFUND	COMMUNITY CENTER DEP REFUND	06.22.2026	07.22.2026	06.22.2026	500.00	0.00	500.00	500.00
2246-1	ELIZABETH A HAFNER								
	CANCELCOMMCTR	CANCELLATION COMM CNTR RESERVA	06.23.2026	07.23.2026	06.23.2026	125.00	0.00	125.00	125.00
1270-1	FLORIDA ELECTIONS COMMISSION								
	2026QUALIFYINGFEES	ELECTION ASSESSMENT 1%	06.24.2026	07.24.2026	06.24.2026	331.00	0.00	331.00	331.00
2495-1	FREEPORT POOL SERVICE LLC								
	1867	WEEKLY POOL SERVICE THRU 6/19	06.19.2026	07.19.2026	06.19.2026	2,500.00	0.00	2,500.00	2,500.00
1589-1	GRAINGER								
	9956014832	WATER COOLER RACK - WWTP	06.17.2026	07.17.2026	06.17.2026	223.20	0.00	223.20	223.20
2078-1	MATRIX IMAGING SOLUTIONS								
	2026P-70	2026 POSTAGE DEPOSIT ADJUSTMEN	05.26.2026	06.25.2026	05.26.2026	1,551.20	0.00	1,551.20	1,551.20
682-1	ODIS BROWN A/C & HEATING SVC								
	25866	DIAG/REPAIR CONCESSION STAND	06.23.2026	07.23.2026	06.23.2026	706.00	0.00	706.00	
	25883	DIAG/REPAIR OLD CITY HALL	06.23.2026	07.23.2026	06.23.2026	222.00	0.00	222.00	928.00
2171-1	PHILLIPS TURF SCIENCE LLC								
	108733	8 MONTHLY CHEMICAL TREATMENTS	06.22.2026	07.22.2026	06.22.2026	400.00	0.00	400.00	400.00
1202-1	QUILL								
	49227557	OFFICE SUPPLIES-WATER DEPART	06.10.2026	07.10.2026	06.10.2026	348.33	0.00	348.33	348.33
1785-1	SITE ONE LANDSCAPE SUPPLY								
	167730653-001	GRASS SEED-WATER DEPARTMENT	06.17.2026	07.17.2026	06.17.2026	405.60	0.00	405.60	405.60
856-1	SMITHS SIGNS & PRINTING								
	06.17.26	14 signs for Sports Complex	06.17.2026	07.17.2026	06.17.2026	272.00	0.00	272.00	272.00
72-1	VERIZON WIRELESS								
	6146138421	WIRELESS SERVICE CITY PHONES	06.14.2026	07.14.2026	06.14.2026	496.55	0.00	496.55	
	6146138421	WIRELESS SERVICE CITY PHONES	06.14.2026	07.14.2026	06.14.2026	648.85	0.00	648.85	
	6146138421	WIRELESS SERVICE CITY PHONES	06.14.2026	07.14.2026	06.14.2026	1,672.39	0.00	1,672.39	2,817.79
945-1	WALTON COUNTY PUBLIC WORKS								

CITY OF FREEPORT
Cash Disbursement Edit List

Batch: 29755 Period: 06.25.2026

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Discount Date	Invoice Amount	Discount Amount	Payment Amount	Check Amount
	PWD1-21826	20 YARDS MILLED ASPHALT	06.23.2026	07.23.2026	06.23.2026	700.00	0.00	700.00	700.00
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		BANK TOTAL PAYMENTS				242,795.10	0.00	242,795.10	242,795.10
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		GRAND TOTAL PAYMENTS				242,795.10	0.00	242,795.10	242,795.10

CITY OF FREEPORT
Cash Disbursement Edit List

Batch: 29755 Period: 06.25.2026

Account Number	Description	Debits	Credits	Other
001-10100	GENERAL OPERATING CASH	0.00	239,754.87-	0.00
001-10101	GENERAL PAYABLES CASH	239,754.87	239,754.87-	0.00
001-20200	GENERAL ACCOUNTS PAYABLE	239,754.87	0.00	0.00

	FUND TOTALS	479,509.74	479,509.74-	0.00
410-10100	WATER OPERATING CASH	0.00	1,524.07-	0.00
410-10101	WATER PAYABLES CASH	1,524.07	1,524.07-	0.00
410-20200	WATER - ACCOUNTS PAYABLE	1,524.07	0.00	0.00

	FUND TOTALS	3,048.14	3,048.14-	0.00
420-10100	SEWER OPERATING CASH	0.00	1,516.16-	0.00
420-10101	SEWER PAYABLES ACCOUNT	1,516.16	1,516.16-	0.00
420-20200	SEWER - ACCOUNTS PAYABLE	1,516.16	0.00	0.00

	FUND TOTALS	3,032.32	3,032.32-	0.00

	GRAND TOTALS	485,590.20	485,590.20-	0.00

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Discount Date	Invoice Amount	Discount Amount	Payment Amount	Check Amount	
	FOR BANK ACCOUNT:		Accounts Payable							
2564-1	AIRESPRING									
	210054699	FIBER OPTICS & WIFI - SEWER	07.01.2026	07.31.2026	07.01.2026	1,243.17	0.00	1,243.17	1,243.17	
2793-1	ANSLEE MITCHELL									
	SWIMLESSONREFUND	REFUND FOR 7/20 SWIM LESSONS	06.30.2026	07.30.2026	06.30.2026	175.00	0.00	175.00	175.00	
78-1	AQUA PRODUCTS									
	20260948	MONTHLY CYLINDER RENTAL	07.01.2026	07.31.2026	07.01.2026	170.00	0.00	170.00	170.00	
1248-1	BAY AREA AWARDS & ENGRAVING									
	45411	Mr. Mayor-Miss Freeport	06.30.2026	07.30.2026	06.30.2026	36.88	0.00	36.88	36.88	
9-1	CENTURY LINK									
	6146092563	IPAD FOR POOL	06.14.2026	07.14.2026	06.14.2026	36.17	0.00	36.17	36.17	
2690-1	CHRISTMAS DONE BRIGHT									
	S0-105143	Mr Mayor-Christmas	06.25.2026	07.25.2026	06.25.2026	1,928.00	0.00	1,928.00	1,928.00	
760-1	CITY OF FREEPORT									
	2NDQRTSINKINGFUND	QUARTERLY SINKING - NORTH BAY	06.30.2026	07.30.2026	06.30.2026	45,217.50	0.00	45,217.50	45,217.50	
51-1	CITY OF FREEPORT - WATER SINKING ACCOUNT									
	2NDQRTSINKINGFUND	QUARTERLY SINKING - WATER	06.30.2026	07.30.2026	06.30.2026	36,106.75	0.00	36,106.75	36,106.75	
1969-1	CITY OF FREEPORT GENERAL SINKING									
	2NDQRTSINKINGFUND	QUARTERLY SINKING - GENERAL	06.30.2026	07.30.2026	06.30.2026	12,866.67	0.00	12,866.67	12,866.67	
2433-1	CITY OF FREEPORT SEWER RESERVE ACCOUNT									
	2NDQTRSEWERRESERVE	QUARTERLY SINKING - SEWER RESV	06.30.2026	07.30.2026	06.30.2026	20,352.05	0.00	20,352.05	20,352.05	
5-1	CITY OF FREEPORT SEWER SINKING ACCOUNT									
	2NDQTRSEWERSINKING	QUARTERLY SINKING - SEWER	06.30.2026	07.30.2026	06.30.2026	205,300.43	0.00	205,300.43	205,300.43	
1972-1	CORE & MAIN									
	Z107700	SENSUS ANTENNA-WELL 3 REPAIR	06.04.2026	07.04.2026	06.04.2026	2,851.00	0.00	2,851.00		
	Z114283	3R QTR PARTS-WATER	06.10.2026	07.10.2026	06.10.2026	11,040.00	0.00	11,040.00		
	Z161512	WELL 3 SENSUS ANTENNA-LIGHTNIN	06.11.2026	07.11.2026	06.11.2026	11,933.34	0.00	11,933.34	25,824.34	
1819-1	DEWBERRY ENGINEERS INC									
	22491954	EARLGODWIN RD 2.0 WWTF UPGRADE	06.10.2026	07.10.2026	06.10.2026	24,000.00	0.00	24,000.00	24,000.00	
2301-1	EMERGENCY STANDBY POWER, LLC									
	101320346	NB WELL #1 ANNUAL SERVICE	06.24.2026	07.24.2026	06.24.2026	700.00	0.00	700.00	700.00	
2254-1	ENTERPRISE JANITORIAL & PAPER									
	105099	SHOP SUPPLIES-WATER DEPARTMENT	06.25.2026	07.25.2026	06.25.2026	80.35	0.00	80.35	80.35	
2707-1	FREEPORT BOUNCE'N LLC									
	4THOFJULY2026	Mr. Mayor-Bouncy House	07.01.2026	07.31.2026	07.01.2026	279.00	0.00	279.00	279.00	
1955-1	FUTURE LABS, INC.									
	26-63DW-JUNE	MONTHLY DRINKING WATER ANALYSI	07.01.2026	07.31.2026	07.01.2026	621.40	0.00	621.40	621.40	

CITY OF FREEPORT
Cash Disbursement Edit List

Batch: 29827 Period: 07.02.2026

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Discount Date	Invoice Amount	Discount Amount	Payment Amount	Check Amount	
	9969061895	SHELF/CABINET FIRE EXTINGUISHR	06.29.2026	07.29.2026	06.29.2026	270.12	0.00	270.12	270.12	
1762-1	HAWKINS INC									
	7476031	MATERIALS/CHEMICALS FOR SEWER	06.26.2026	07.26.2026	06.26.2026	7,329.49	0.00	7,329.49	7,329.49	
730-1	HYDRA SERVICE, INC.									
	199853	REPLACE BELT ON COMPRESSOR	06.26.2026	07.26.2026	06.26.2026	1,941.21	0.00	1,941.21	1,941.21	
2430-1	JIMMY'S TOWING PROS, INC									
	26-24489	TOW FOR CITY TRUCK-WATER DEPT	06.29.2026	07.29.2026	06.29.2026	185.00	0.00	185.00	185.00	
409-1	LANDS' END BUSINESS OUTFITTERS									
	SIN14289458	Planning - Uniform	06.18.2026	07.18.2026	06.18.2026	45.64	0.00	45.64	45.64	
2728-1	LENORA MATHIS									
	BLOUNTREFUND	BLOUNT HOUSE DEPOSIT REFUND	06.30.2026	07.30.2026	06.30.2026	300.00	0.00	300.00	300.00	
2792-1	NIKI PAGE									
	BLOUNTHOUSE-070126	RLOUNT HOUSE REFUND TWO HOURS	07.01.2026	07.31.2026	07.01.2026	21.20	0.00	21.20		
	BLOUNTHOUSEREFUND	BLOUNT HOUSE DEPOSIT REFUND	06.30.2026	07.30.2026	06.30.2026	300.00	0.00	300.00	321.20	
1132-1	NORTH FLORIDA CONSTRUCTION									
	PYMT#04-WWTP2.0	PYMT #04 WWTP2.0 MGD EXPANSION	06.22.2026	07.22.2026	06.22.2026	134,677.21	0.00	134,677.21	134,677.21	
682-1	ODIS BROWN A/C & HEATING SVC									
	25980	DEEP CLEAN SPLIT HEAD WWTP A/C	06.29.2026	07.29.2026	06.29.2026	450.00	0.00	450.00	450.00	
1577-1	ONSOLVE LLC									
	15368850	6000 ROBOCALL CREDITS	05.27.2026	06.26.2026	05.27.2026	840.00	0.00	840.00	840.00	
2171-1	PHILLIPS TURF SCIENCE LLC									
	109258	10 TREATMENTS SPORTS COMPLEX	06.24.2026	07.24.2026	06.24.2026	3,000.00	0.00	3,000.00	3,000.00	
856-1	SMITHS SIGNS & PRINTING									
	24X20SIGNBOARD	6 - NO SMOKING SIGNS	06.29.2026	07.29.2026	06.29.2026	204.00	0.00	204.00	204.00	
1683-1	TENTS OF N.W. FLORIDA									
	20X20-070426	20 X 20 TENT FOR 4TH OF JULY	06.24.2026	07.24.2026	06.24.2026	600.00	0.00	600.00	600.00	
2791-1	THE TYPO'S BAND LLC									
	2026-0704	4TH OF JULY ENTERTAINMENT	07.01.2026	07.31.2026	07.01.2026	2,000.00	0.00	2,000.00	2,000.00	
2400-1	TRACEY DICKEY									
	070426	THROWOUTS FOR JULY 4TH PARADE	06.25.2026	07.25.2026	06.25.2026	296.32	0.00	296.32	296.32	
30-1	USA BLUEBOOK									
	INV01073366	20 BOXES NITRILE GLOVES	06.12.2026	07.12.2026	06.12.2026	615.36	0.00	615.36	615.36	
2428-1	VERIZON CONNECT FLEET USA LLC									
	372000096148	GPS TRACKING CITY VEHICLES	07.01.2026	07.31.2026	07.01.2026	92.34	0.00	92.34		
	372000096148	GPS TRACKING CITY VEHICLES	07.01.2026	07.31.2026	07.01.2026	147.75	0.00	147.75		
	372000096148	GPS TRACKING CITY VEHICLES	07.01.2026	07.31.2026	07.01.2026	110.81	0.00	110.81	350.90	
796-1	WALTON CONSTRUCTION SERVICE									
	2026-217	BORES-REDBARN, SUNSET, PITTS BAY	06.17.2026	07.17.2026	06.17.2026	3,800.00	0.00	3,800.00	3,800.00	
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	BANK TOTAL PAYMENTS					532,233.16	0.00	532,233.16	532,233.16	

CITY OF FREEPORT
Cash Disbursement Edit List

Batch: 29827 Period: 07.02.2026

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Discount Date	Invoice Amount	Discount Amount	Payment Amount	Check Amount	
						-----	-----	-----	-----	
GRAND TOTAL PAYMENTS						532,233.16	0.00	532,233.16	532,233.16	

CITY OF FREEPORT
Cash Disbursement Edit List

Batch: 29827 Period: 07.02.2026

Account Number	Description	Debits	Credits	Other	
001-10100	GENERAL OPERATING CASH	0.00	23,090.22-	0.00	
001-10101	GENERAL PAYABLES CASH	23,090.22	23,090.22-	0.00	
001-20200	GENERAL ACCOUNTS PAYABLE	23,090.22	0.00	0.00	

	FUND TOTALS	46,180.44	46,180.44-	0.00	
410-10100	WATER OPERATING CASH	0.00	109,053.09-	0.00	
410-10101	WATER PAYABLES CASH	109,053.09	109,053.09-	0.00	
410-20200	WATER - ACCOUNTS PAYABLE	109,053.09	0.00	0.00	

	FUND TOTALS	218,106.18	218,106.18-	0.00	
420-10100	SEWER OPERATING CASH	0.00	400,089.85-	0.00	
420-10101	SEWER PAYABLES ACCOUNT	400,089.85	400,089.85-	0.00	
420-20200	SEWER - ACCOUNTS PAYABLE	400,089.85	0.00	0.00	

	FUND TOTALS	800,179.70	800,179.70-	0.00	

	GRAND TOTALS	1,064,466.32	1,064,466.32-	0.00	

CITY OF FREEPORT
Cash Disbursement Edit List

Batch: 29888 Period: 07.09.2026

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Discount Date	Invoice Amount	Discount Amount	Payment Amount	Check Amount
FOR BANK ACCOUNT: 1 PNB			Accounts Payable						
2796-1	ANDREA VARGAS								
	REFUND-SWIM-07.20.26	REFUND FOR 7/20/26 SWIM LESSON	07.06.2026	08.05.2026	07.06.2026	175.00	0.00	175.00	175.00
82-1	B & M TIRE CENTER								
	061026	OIL CHANGE 2018 SILVERADO SEWE	06.10.2026	07.10.2026	06.10.2026	111.06	0.00	111.06	111.06
91-1	CHELCO								
	43040434	JOINT USE FOR CHRISTMAS LIGHTS	06.25.2026	07.25.2026	06.25.2026	201.96	0.00	201.96	201.96
2441-1	COCA-COLA BOTTLING COMPANY UNITED								
	52872541010	DRINKS FOR POOL CONCESSIONS	06.17.2026	07.17.2026	06.17.2026	398.75	0.00	398.75	398.75
1813-1	COPPINS MONROE, P.A.								
	47002	MATTER NO 3545	07.07.2026	08.06.2026	07.07.2026	270.00	0.00	270.00	270.00
2544-1	EMERALD PRINTS AND GRAPHIX, LLC								
	03910	Uniforms- New Employees	06.23.2026	07.23.2026	06.23.2026	433.06	0.00	433.06	433.06
1920-1	EMPLOYMENT SCREENING SERVICES								
	51033641361	KIMMONS, SATTERWAITE, STRIPLIN	06.30.2026	07.30.2026	06.30.2026	78.62	0.00	78.62	
	51033641361	KIMMONS, SATTERWAITE, STRIPLIN	06.30.2026	07.30.2026	06.30.2026	39.31	0.00	39.31	117.93
128-1	FRANK'S CASH & CARRY								
	2606-136399	smoke detector	06.01.2026	07.01.2026	06.01.2026	35.99	0.00	35.99	
	2606-137241	Ladies Restroom Main Sink Hand	06.02.2026	07.02.2026	06.02.2026	14.99	0.00	14.99	
	2606-140686	pallet of concrete	06.08.2026	07.08.2026	06.08.2026	340.58	0.00	340.58	
	2606-140922	supplies for memorial lighting	06.09.2026	07.09.2026	06.09.2026	175.91	0.00	175.91	
	2606-149281	air filters	06.23.2026	07.23.2026	06.23.2026	39.58	0.00	39.58	
	2606-149482	air filters	06.23.2026	07.23.2026	06.23.2026	38.94	0.00	38.94	
	2606-149877	FOUR MILE BRIDGE SUPPLIES	06.24.2026	07.24.2026	06.24.2026	764.84	0.00	764.84	
	2606-149944	Ballast for light fixture	06.24.2026	07.24.2026	06.24.2026	42.99	0.00	42.99	
	2606-150434	FOUR MILE BRIDGE SUPPLIES	07.08.2026	08.07.2026	07.08.2026	4.99	0.00	4.99	
	2606-150973	FOUR MILE BRIDGE-SUPPLIES	06.25.2026	07.25.2026	06.25.2026	30.98	0.00	30.98	
	PARKS-JUNE2026	PURCHASES BY PARKS JUNE 2026	06.25.2026	07.25.2026	06.25.2026	1,425.84	0.00	1,425.84	
	SEWER-JUNE2026	PURCHASES BY SEWER JUNE 2026	06.25.2026	07.25.2026	06.25.2026	1,481.81	0.00	1,481.81	
	WATER-JUNE2026-1	PURCHASES BY WATER JUNE 2026	06.25.2026	07.25.2026	06.25.2026	427.87	0.00	427.87	
	WATER-JUNE2026-2	PURCHASES BY WATER JUNE 2026	06.25.2026	07.25.2026	06.25.2026	72.35	0.00	72.35	4,897.66
2797-1	FREEPORT INFLATABLES & MORE LLC								
	BOOKINGREF-10	BOOKING REF 10, 4TH OF JULY	07.04.2026	08.03.2026	07.04.2026	558.00	0.00	558.00	558.00
2420-1	GEOPPOINT SURVEYING INC								
	0120540-1	MAGNOLIA AT THE BLUFFS PH 6	06.30.2026	07.30.2026	06.30.2026	550.00	0.00	550.00	
	0120541-1	MAGNOLIA AT THE BLUFFS 063026	06.30.2026	07.30.2026	06.30.2026	550.00	0.00	550.00	1,100.00
2739-1	IMPACT LIGHTSCAPES & OUTDOOR AUDIO LLC								
	111	DECORATIVE LIGHTING CITY HALL	07.06.2026	08.05.2026	07.06.2026	10,000.00	0.00	10,000.00	10,000.00
1945-1	JENKINS ENGINEERING, INC.								
	23-08.73	OWLS HEAD STORAGE FACILITY	06.29.2026	07.29.2026	06.29.2026	2,500.00	0.00	2,500.00	2,500.00

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Discount Date	Invoice Amount	Discount Amount	Payment Amount	Check Amount
1803-1	L&K CONTRACTING LLC								
	PAYREQ#4	PAY REQ #4 BAY AREA EXP PH 1	05.28.2026	06.27.2026	05.28.2026	445,816.10	0.00	445,816.10	
	PAYREQ#5	PAY REQ #5 BAY AREA EXP PH 1	07.08.2026	08.07.2026	07.08.2026	210,178.43	0.00	210,178.43	655,994.53
2174-1	LIBERTY PARTNERS OF TALLAHASSEE LLC								
	FRE202607	MONTHLY FLA CONSULTING SERVICE	06.30.2026	07.30.2026	06.30.2026	8,000.00	0.00	8,000.00	8,000.00
2785-1	NETLINK VOICE, LLC.								
	1016635	IT/CAMERAS/TELEPHONE FOR CITY	07.01.2026	07.31.2026	07.01.2026	12,911.00	0.00	12,911.00	
	1016635	IT/CAMERAS/TELEPHONE FOR CITY	07.01.2026	07.31.2026	07.01.2026	2,240.80	0.00	2,240.80	
	1016635	IT/CAMERAS/TELEPHONE FOR CITY	07.01.2026	07.31.2026	07.01.2026	2,409.60	0.00	2,409.60	17,561.40
2414-1	NORTH FLORIDA CLINICAL SERVICES								
	003449	DRUG SCR N PARKS, SEWER, BILLIN	07.06.2026	08.05.2026	07.06.2026	108.00	0.00	108.00	
	003449	DRUG SCR N PARKS, SEWER, BILLIN	07.06.2026	08.05.2026	07.06.2026	216.00	0.00	216.00	324.00
682-1	ODIS BROWN A/C & HEATING SVC								
	25978	REPAIR PLANNING A/C	06.29.2026	07.29.2026	06.29.2026	4,352.00	0.00	4,352.00	4,352.00
1071-1	OKALOOSA GAS DISTRICT								
	BILL.DATE-06262026	NATURAL GAS SERVICE FOR CITY	06.26.2026	07.26.2026	06.26.2026	123.33	0.00	123.33	123.33
2618-1	PFM FINANCIAL ADVISORS LLC								
	142924	FINANCIAL ADV SVC APR-JUN 2026	07.01.2026	07.31.2026	07.01.2026	2,500.00	0.00	2,500.00	2,500.00
1999-1	PUBLIX SUPER MARKETS, INC								
	SHOTS:070125-063026	VACCINES 07/01/25-06/30/26	07.03.2026	08.02.2026	07.03.2026	890.00	0.00	890.00	
	SHOTS:070125-063026	VACCINES 07/01/25-06/30/26	07.03.2026	08.02.2026	07.03.2026	345.00	0.00	345.00	1,235.00
2279-1	PYRO SHOWS, INC								
	23641	BAL DUE 07/04/2026 FIREWORKS	07.04.2026	08.03.2026	07.04.2026	25,500.00	0.00	25,500.00	25,500.00
2220-1	QUADIENT FINANCE USA INC								
	POSTAGE-JUNE2026	POSTAGE PURCHASED JUNE 2026	06.29.2026	07.29.2026	06.29.2026	2,000.00	0.00	2,000.00	2,000.00
1479-1	SOUTHERN POWERWORKS								
	82719	wheel hub-PARKS	06.30.2026	07.30.2026	06.30.2026	164.99	0.00	164.99	164.99
16-1	TERMINIX PEST CONTROL								
	473478912	PEST CONTROL - WWTP	06.25.2026	07.25.2026	06.25.2026	97.00	0.00	97.00	97.00
2575-1	TWILIO INC								
	JROUWN-2026-06	TEXT MESSAGES - BILLING	06.30.2026	07.30.2026	06.30.2026	3.98	0.00	3.98	3.98
2072-1	UNITI FIBER								
	680877	FIBER OPTICS ADMIN & WATER	07.01.2026	07.31.2026	07.01.2026	515.00	0.00	515.00	
	680877	FIBER OPTICS ADMIN & WATER	07.01.2026	07.31.2026	07.01.2026	325.00	0.00	325.00	840.00
1922-1	UPS STORE								
	06.25.2026	LARGE FORMAT SCANNING - PLANNI	06.25.2026	07.25.2026	06.25.2026	30.00	0.00	30.00	
	06.30.2026	LARGE FORMAT SCANNING - PLANNI	06.30.2026	07.30.2026	06.30.2026	64.00	0.00	64.00	94.00
42-1	WALTON CO. SHERIFF'S OFFICE								
	JULY2026	INMATE WORK CREW - JULY 2026	06.29.2026	07.29.2026	06.29.2026	4,914.34	0.00	4,914.34	4,914.34
796-1	WALTON CONSTRUCTION SERVICE								

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Discount Date	Invoice Amount	Discount Amount	Payment Amount	Check Amount	
	2026-225	WATER BORE 743 COUNTY LINE RD	07.01.2026	07.31.2026	07.01.2026	950.00	0.00	950.00	950.00	
281-1	WALTON COUNTY BOARD OF									
	0526DISC	MAY 2026 DISCRETIONARY TAX	06.24.2026	07.24.2026	06.24.2026	407,559.95	0.00	407,559.95	407,559.95	
1442-1	WASTE MANAGEMENT OF NW FLORIDA									
	9687337-4814-7	GARBAGE SERVICE - WWTP	06.25.2026	07.25.2026	06.25.2026	225.64	0.00	225.64	225.64	
2500-1	WEX BANK									
	113539106	FUEL FOR CITY VEHICLES	06.30.2026	07.30.2026	06.30.2026	3,814.27	0.00	3,814.27		
	113539106	FUEL FOR CITY VEHICLES	06.30.2026	07.30.2026	06.30.2026	3,248.80	0.00	3,248.80		
	113539106	FUEL FOR CITY VEHICLES	06.30.2026	07.30.2026	06.30.2026	1,130.21	0.00	1,130.21	8,193.28	
						-----	-----	-----	-----	
	BANK TOTAL PAYMENTS					1,161,396.86	0.00	1,161,396.86	1,161,396.86	
						-----	-----	-----	-----	
	GRAND TOTAL PAYMENTS					1,161,396.86	0.00	1,161,396.86	1,161,396.86	

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Account Number	Description	Debits	Credits	Other
001-10100	GENERAL OPERATING CASH	0.00	488,143.45-	0.00
001-10101	GENERAL PAYABLES CASH	488,143.45	488,143.45-	0.00
001-20200	GENERAL ACCOUNTS PAYABLE	488,143.45	0.00	0.00
	FUND TOTALS	976,286.90	976,286.90-	0.00
410-10100	WATER OPERATING CASH	0.00	7,609.82-	0.00
410-10101	WATER PAYABLES CASH	7,609.82	7,609.82-	0.00
410-20200	WATER - ACCOUNTS PAYABLE	7,609.82	0.00	0.00
	FUND TOTALS	15,219.64	15,219.64-	0.00
420-10100	SEWER OPERATING CASH	0.00	665,643.59-	0.00
420-10101	SEWER PAYABLES ACCOUNT	665,643.59	665,643.59-	0.00
420-20200	SEWER - ACCOUNTS PAYABLE	665,643.59	0.00	0.00
	FUND TOTALS	1,331,287.18	1,331,287.18-	0.00
	GRAND TOTALS	2,322,793.72	2,322,793.72-	0.00

CITY OF FREEPORT REGULAR COUNCIL MEETING MINUTES

June 9, 2026, at 9:00 AM

Council Chambers, Freeport City Hall

Council Members Present: Mayor Russ Barley, Councilwoman Elizabeth Haffner, Councilman Eddie Farris, and Councilwoman Elizabeth Brannon.

Staff Members Present: City Attorney Clay Adkinson, City Manager Mark Martin, City Clerk Rebecca McLendon, Finance Director Bruce Simmons, Planning Director Latilda Hughes – Neel, Deputy Planning Director Samantha Graves, Parks Director Charles Bartlett, Wastewater Supervisor Paul Johnson, Human Resources Director Chris Quinley, Utility Billing Supervisor Morgan Hulion, and Mosquito Control Director Daniel DeBord.

Clerk's Note: Councilwoman Hurst and Councilman Dickey were absent with notice. Some item locations were moved from placement on agenda. Handouts given to Council are available from the clerk's office.

1. Meeting called to order

The meeting was called to order at 9:00 am by Mayor Barley in the Council Chambers of Freeport City Hall.

2. Invocation and Pledge of Allegiance

Councilwoman Haffner gave the invocation and the Pledge of Allegiance to the American Flag was recited.

3. Recognition of Guests

4. Consent Agenda

- a. Bills
- b. Regular Council Meeting Minutes – May 28, 2026
- c. Budget Amendment for Lighting Ph. 2

5. Public Comment on Consent Agenda

Mayor Barley called for public comment and there was none.

6. Approval of Consent Agenda

Moved by: Councilman Farris

Seconded by: Councilwoman Haffner

Mayor Barley called for public comment and there was none.

To approve the Consent Agenda, as presented.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner aye

Councilman Farris aye
Councilwoman Brannon aye
Carried.

7. Consideration of Additions and/or Deletions to Agenda

1. Sewer – Addition – CHELCO Service for Lift Station

8. Approval of Agenda with Additions/ Deletions

Moved by: Councilwoman Haffner

Seconded by: Councilwoman Brannon

Mayor Barley called for public comment and there was none.

To approve the Additions and Deletions to agenda, as presented.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner aye
Councilman Farris aye
Councilwoman Brannon aye
Carried.

9. Staff Reports

1. Employee of the Month

Mayor Barley presented the Employee of the Month Award to Tori Wynn for his dedication, passion, and hard work to the residents of the City of Freeport.

2. Bay View PDP Resolution

City Attorney Adkinson started with an announcement that this is a Quasi – Judicial hearing and that anyone planning to speak was to be sworn in. All parties were sworn in. Deputy Planning Director Graves stated there has been a lot of public interest in this PDP application. Deputy Planning Director Graves stated that she has provided copies of the public correspondence received on both sides with a summary. There were some underlying common concerns, and she had prepared answers to those to help with those questions. She went on to state this is a 27.75-acre parcel located on the interior curve of Bay Loop at the southwest side near Red Barn Rd. It has a large man-made excavated lake on it called lake PJ. It has been historically used for catfish farming. They are proposing a change from low density residential and rural village. They aren't looking to change the zoning but they're proposing a residential planned development project. Deputy Planning Director Graves wanted to reiterate that a PDP plan is a conceptual plan. The technical planning as far as details such as making sure that it meets all of the land development code requirements will come at the time of development application. Deputy Planning Director Graves then returns to the received public comments. She states that the first one that they saw was drainage, runoff, and flooding concerns. Part of that will not be addressed until they do technical review. She

would like to assure the public and Council that the land development code does limit runoff. They are required to do detailed stormwater studies and have to account for any runoff. The stormwater that drains from the property cannot be more than it is before being built out. There are limitations in place, but they aren't addressed until the development application phase of this project. City Attorney Adkinson stated that he wanted to be clear that where we are now is the approval of the PDP resolution. Should the council pass this PDP resolution, and they fail to comply with stormwater management standards of the city code or what would be required by DEP or Water Management District would they be able to go forward with the development we approve today? Deputy Planning Director Graves stated no. City Attorney Adkinson then asked In terms of what the resolution authorizes them to do, is there any specific variance or ability to vary from the stormwater requirements in this document? Deputy Planning Director Graves stated no. City Attorney Adkinson stated for the record, while those would be technical things in the future for the public's benefit what that means is there will definitely be stormwater review at the staff level where that goes and what that does will be an engineering and technical question. Today you are not authorizing any type of wetland mitigation, any type of fill or otherwise. As of now they would be getting what their entitlements are and there are no variances to water. If they are unable to fulfill those entitlements due to future wetland delineation surveys or otherwise, that could affect their rights. Is that correct. Deputy Planning Director Graves states that is correct. She then went on to say that they are requesting various variances to setbacks and lot sizes in particular lots on their property Ms. Graves did point out that they are identical to the ones that were approved for the adjoining Hammock Bay PDP. They aren't requesting any variance to the height of the homes. Privacy fencing and buffering is being requested by a lot of the residents. That is another thing that will be reviewed at the time of development application. Traffic access and management will be reviewed at the time of development application. It is a county road, and the county is one of the technical reviewers so they will be reviewing the traffic portion and the analysis of this development. Wildlife and environmental impacts. The environmental assessment is required at the development application phase, but they did go ahead and have one done. The wetlands were identified on the property. They are in Northwest Florida's Water Management Districts jurisdiction. They will be required to do 25 ft buffering on the wetlands and no endangered species or critical habitat for the threatened or endangered species were found during that assessment. This PDP isn't requesting any variance to density. Those are just answers to some of the repeated questions. Deputy Planning Director Graves asked council if there were any questions for her and stated that the engineer for the project was here if they had any questions for them. Councilwoman Haffner stated that Ms. Graves addressed some of the questions she was going to ask because they have citizens e-mail us as well and she does appreciate them taking the time to write us and share their concerns, her one question is she knows there was all these little lakes or bodies of water that we're building homes over because you can see them on the map and

why is that ok? Deputy Planning Director Graves stated a lot of this property was used for catfish farming quite a few of these little ponds were catfish breeding ponds they were man-made not natural and basically, they're stormwater type ponds. Councilwoman Haffner then stated that a few citizens from Red Barn Road had reached out to her regarding the ingress and egress of this property. The concern was how they were going to get out when you're coming from all these different intersections. Is there any way to change where the road comes out. Deputy Planning Director Graves stated that would be part of the technical review during the application process. The traffic study would be part of that. Councilwoman Brannon asked what kind of hardship exists on the property that prevents the development under the existing setbacks? Deputy Director Graves stated that she would let the Engineer answer that, but she knew they were trying to keep the pond as an amenity, which may have something to do with it. Councilwoman Brannon continued to add that she understood that previous councils have approved deviations on other developments, but her responsibility is to evaluate the request before her right now. And she doesn't believe that prior approvals will automatically justify any future approvals on her decision. City Attorney Adkinson stated legally that is a correct statement for not just Councilwoman Brannon but for the entire City Council. Councilwoman Brannon then asked what impact is this increased impervious coverage going to have on the stormwater runoff because the code allows for 30 to 40% but they're asking for 70%. Deputy Planning Director turned the floor over to Cliff Neuer with Neuer Never Engineering to address Council. Cliff gave a quick overview of the project stating that we're proposing on this project is a preliminary approval for the PDP, it's 27.75 acres as Samantha mentioned earlier. 26 acres of the property is currently low density residential which is 4 units per acre and 1.75 acres of property is rural village which is 2 units per acre. Cliff pointed out the 5-acre lake. He then stated on the 27.75 acres that we have tried to provide some public benefit with the project as well and so we have a large park area down here that's connected with a timber bridge off the bike path, and this is going to be open to the public and to the community. It's got a public restroom, dog walk area, and we certainly have running for a playground or whatever of those type of things and so one of the reasons that we're asking for the reduced setbacks is so that we can provide some public benefit and the property as well and we don't really want to fill in the lake we want to use the lake for stormwater treatment. Right now, the lake is not controlled in any way, It just has a pipe that just discharges to the wetlands going to the east. As part of the design, we would put in a control structure so that the pond functions as a stormwater facility but also would meet all the city of Freeport requirements and the Water Management District requirements. This project is a little bit different than most other projects because it discharges ultimately to Choctawhatchee Bay. in December of last year, the Water Management District changed their rules to any project discharging to a Choctawhatchee Bay has to meet nutrient removal criteria because they've determined that Choctawhatchee Bay imperiled for phosphorus and so we have to not just meet city of Freeport stormwater requirements but to meet the new Water Management

District requirements which are much more stringent than the city's requirements and so for that purpose we're proposing to use the whole 5 acre pond for stormwater. In addition to the pond, we would probably have to have some swells in some places as well but really what the intent of the of the project was not necessarily just to cram as many lots in as you can but to provide some connectivity to the bike path so somebody could come in on the bike path come to the park. We have the trails all through the project and so they could exit on that end down there or they can come in on that end and then these are 2 park areas up here. The lots are 55 feet wide in general. Some of them are 110 feet long, some of them are much longer than that. Cliff went on to mention the environmental assessment that was mentioned earlier. There are a few small wetlands on the site. They are avoiding the majority of the wetlands. One of the goals of the project was to use the lake as an amenity. The intent is to provide some public benefit but to also make it worthwhile to do. There is a proposed restaurant site on the very south end of Bay Loop. The owners live directly across the street from it. We are proposing a 4,000-square-foot, 2-story restaurant. Councilwoman Haffner asked if there was going to be live music outdoors every night. She had gotten calls about that. Councilwoman Haffner stated that she could not support loud music from bands playing every night. Cliff stated that they had never proposed live music. It wasn't something that they had brought up. Cliff stated that the City could put conditions on the development order for hours of operation or anything else during the technical review phase. Councilwoman Haffner stated that she was only concerned about the noise, but if super loud music wasn't the case she was good. City Attorney Adkinson stated that during technical review we could address special events separately. Councilwoman Haffner then asked Cliff's opinion about the road. Cliff stated that there is 22 people that live down Red Barn Road now, the biggest issue is trying to make sure that you have adequate separation between the two entrances so if you have two people making a left-hand turn it isn't a problem. Councilwoman Haffner asked if Cliff was saying that there was enough distance that people can safely get out if they are getting out at the same time? Cliff stated that yes that is correct. Cliff went on to say that they had already had a traffic study done and the stopping site distance is adequate now at both proposed entrances. He stated that was something that was brought up at the Planning Board meeting and it is adequate. If the Council wanted them to line it up, they could look into ways of doing that. Councilwoman Haffner stated that she was just concerned about safety. What's going to be the safest for the number of cars coming in and out of there and the impact of the other roads. Councilman Farris asked if there was any way they or the county put in some turn lanes. He stated that this was the only issue that he saw there. When projects go in there are no turn lanes and the traffic backs up. Councilwoman Haffner stated that if someone isn't paying attention there will be an accident. Cliff stated that the turn lane warrant analysis was done in the traffic study and they determined that with the trips that are on Bay Loop right now the turn lane was not warranted, but if that is something that the City wanted to see happen that is something you could require.

Councilman Farris stated that his next question was about flooding. If we get a tropical storm or some other weather system, how can we make sure that other peoples property will be safe from flooding by this property? Cliff stated that right now a lot of properties are draining down to the east where the large wetland was. This wetland is on the southeast end of the property. This drains down into the creek under Bear Creek Bridge. The water is currently trying to get to this location. He believes that there are currently some issues on Bay Loop Road to the north, and some improvements could be made to Bay Loop to get that water around where its trying to go. He isn't sure if the problem is undersized culverts or if there are other issues, but someone brought pictures to the Planning Board meeting, and it appears that there is a culvert issue on Bay Loop Road. Councilwoman Brannon stated that the code allows for 30-40% impervious surface, she then asked why it is appropriate in this case and what impact will the requested 70% have on the stormwater runoff in this location because that is quite a difference from what we allow? Cliff stated that there is 5 acres of pond, and they feel like they can handle that amount of impervious surface without a problem. The pond is bigger than the amount of stormwater that is required for a project of this size. Councilwoman Brannon asked what hardship exists on this property that will prevent you from doing a development under the existing setbacks? Cliff stated that if they had to go by current setbacks they would have to fill in more of the wetlands or part of the pond that's onsite. It could be done, but they wanted to keep it for an amenity, and it would be available for use by the public as well. They really don't want to fill in the pond or any more wetlands than they have to. Councilwoman Brannon stated that it was for the characteristics of the property and not because you want a larger lot build? Cliff stated that she was correct. Councilwoman Haffner returned to the flooding issue and asked if the culvert Cliff was speaking of is a Walton County issue that needs to be corrected? Cliff stated that it appears that they are too small. Cliff stated that he would be willing to meet with Public Works to get them sized adequately. Councilwoman Haffner stated that she was concerned about impacting this further with this project. Cliff stated that this project would not be contributing to the problem. Cliff stated that he would be happy to answer any questions that were received from public comments. City Attorney Adkinson stated that it would be appropriate at this time for the owners to come up first before public comment. The owners stepped forward, stated his name as Chris Kulesa. Mr. Kulesa lives across the street from the project. He moved back here almost 7 years ago and met Mr. Wilson, who is the property owner right now. Mr. Wilson asked him to be the overseer of the property. Mr. Wilson approached Mr. Kulesa a year ago and asked him to make an offer on the property. Mr. Kulesa stated that he owns Deep South Land Clearing and does things by the book. He wants to make this property the best it can be. The restaurant will not have bands all night long. If they have a band, it will be inside. He doesn't want the noise problems either. He hears it from his own house from other restaurants. Councilwoman Haffner stated that she appreciated that. Barbara Kulesa stepped forward. She stated that her family has been building and developing homes for 75 years. She started right out of

high school in 1972. She has been in real estate her entire life. Her son is their 3rd partner. The reason they stated this is because they have a grandson coming down to go to college and they're building him a house. They want to match the neighborhood behind it, which is Moonswept, same houses, same brick, same style, they even have one of the same builders. We appreciate our neighbors and their concerns, and we will answer any questions that they have. They are looking to have a family atmosphere. Keith Blanchard stepped forward to ask about the lake. He wanted to make sure that Council knew they were going to have to dredge the lake to make it deeper. He also wanted to impress on Council to keep the zoning. Zoning exists for a reason. It seems like every time someone wants to do something they ask for a variance and its often granted. Kaleidoscope Road is continuously flooding. It has been flooded for 3 years every time it rains. Every time it rains his yard is flooded and has come into his back yard multiple times. He just spent \$8,000 to have a french drain put in his yard to hopefully help with that. He is just concerned about the impervious surface of 70% making that worse. Fred Hein stepped forward to state that he is a resident of this area, and he understands the concern about the drainage. His background is law enforcement and wildlife preservation. Based on his industrial background he is certain that this will make the drainage better. He is for this project for the restaurant for his family. He went on to state that the drainage issue in Hammock Bay was a design flaw that they are trying to remediate now. Christopher Womack stepped forward to state that Mr. Kulesa has always done what he said he was going to do. He is in favor of the restaurant coming in to have more restaurants in the area. We're asking people to move here because we need a place for them to stay, eat, and spend money here. He believes this is a good wise development. Stjepan Sostaric stepped forward to congratulate the new Council. He believes that variances should not be taken lightly. He doesn't believe we have heard why they need it. There is no hardship that requires this variance. There will be 59 lots. Those lots are causing the problem, he thinks they should be redesigned before the variance is given. Councilwoman Haffner stated that she would like to give clarification on this. It isn't a how we feel decision. We have to look at the project objectively and apply the law that goes to that. This is not an if we like you or if we don't situation. We have to follow our own code and state statutes on what we can approve or disapprove. City Attorney Adkinson stated to elaborate, with quasi-judicial determinations which effectively constitutes a small-scale amendment. We aren't dealing with a large-scale PDP development here. This is a scenario where the Council, if the project meets the land development code and the comprehensive plan, is legally obligated to approve unless competent substantial evidence is introduced that it does not comply with the land development code and comprehensive plan. That is step 1. In a PDP you will often find requests for variances. That is step 2. Planning staff has already made clear that as far as the project is proposed is consistent with the land development code and comprehensive plan. The only exceptions would be their variance requests. Is that correct. Ms. Hughes-Neel stated yes. So now we turn to the question about variances. There was a comment made about the City approving

variances regularly. In 20 years here he can count on one hand and not use all five fingers how many true stand-alone variances have come before the City Council, of those he can count one that he knows have been approved and one, while the Council approved, they ended up not going forward with. It is incredibly rare for Council to approve it. However, it is part of our PDP process we do have an additional standard that applies and that is that variances may be sought from the strict application of land development code provided those variances are not inconsistent with the comprehensive plan. That is the state law that oversees all of this. You can't vary from your comprehensive plan ever. It is your guide document. You are not going to see a PDP with variances that break the comprehensive plan. The variances have to be of a form and nature that is consistent with the comprehensive plan even if they do vary from the explicit language of the land development code. There can be reasons offered. There is usually a tradeoff, a vested public benefit, or improvement of the overall project to allow for that. That is where there is some discretion amongst the Council about what you get to take up, but in terms of the approval or denial of a project you have to have competent substantial evidence one way or the other and merely because they ask for variance is not grounds for denial of the project. The scope of the variance is what you delve into in the PDP application. City Attorney Adkinson asked Planning Director Hughes-Neel if there was anything inconsistent about how the land development code and comprehensive plan works in what he said. She stated that this project is consistent with the land development code and comprehensive plan. You have to consider each project on its individual merit. You can approve as presented, approve with conditions or deletions or changes, you can add limitations if you feel that it would suit the area better, or you can deny. City Attorney Adkinson stated that all of those must have competent substantial evidence. That is where we are from that perspective. Councilwoman Haffner asked Cliff if he could address the lake dredging comment. Is that true? City Attorney Adkinson asked if we could hold that until we were sure there were no other public comments. With no other public comments Cliff stepped back to microphone to answer Councilwoman Haffner. He stated that there was a topographic survey done of the lake bottom. If the lake doesn't have adequate depth there is no oxygen there for the fish, bugs, and everything that eats mosquitoes. Right now, a big portion of this lake is only 2ft deep which is not deep enough for the ecosystem to grow to have enough oxygen. Water Management district usually requires a minimum of 4ft deep in order for that system to be able to live. They would have to meet Water Managements requirements. Councilwoman Haffner asked if they disturb the wetland they are going to create more drainage issues, so clustering your lots is smarter than messing with the wetlands and having to mitigate that. Is that correct. Cliff stated they would be putting in a stormwater system that would be collecting all of the runoff from the lots and taking it to the lake. Instead of sheet flow it will be going to the inlets, and the inlets will be taking it to the lake. The wetlands that we are proposing to fill are very small. Cliff also pointed out that if they weren't going to do a PDP the park area wouldn't be there, it would be lots and you would have to fill in a

good portion of the lake to make it worth doing anything with. They feel like the park area would be a big benefit to the public. They feel that if there is a PDP proposal with variance requests there should be some public benefit. That is what they're trying to provide with the trail connectivity, and the park area. Councilman Farris asked City Attorney Adkinson if the stormwater, nature of the restaurant operation would be handled as part of the technical review. City Attorney Adkinson stated yes. This is establishing the large box of entitlements that they will operate within. If the Council would like can, as a condition of approval, direct staff to make sure they consider all stormwater issues so that adequate stormwater sites are maintained, as well as specific review of the nature of the commercial business in terms of noise impact on the surrounding properties those can become specific aspects of the technical review that can be called out above and beyond what would standardly be produced. City Attorney Adkinson asked Planning Director Hughes-Neel if she was comfortable with that. She stated yes. He also asked Cliff Knauer if he was ok with that being a condition of the PDP resolution. He stated yes. This will not come back before Council unless something in the PDP resolution needs to be changed. Councilman Farris stated that he would like to have the traffic considerations put in the wording for technical review. City Attorney Adkinson stated that staff should be directed as part of their traffic analysis of the study both dealing with ingress, egress as well as total number of trips, the pedestrian safety be of paramount concern and that mitigation measures be made part of the technical review. Councilwoman Haffner asked if the privacy fence buffering concerns dealt with that were in some of the letters received by Council? City Attorney Adkinson stated that the construction of the fence is something that goes on beyond the resolution. Why don't we add as a fourth approval condition that the applicant hold a community meeting to discuss the most appropriate form of buffer on the north boundary of the property and that the boundary would then be reviewed by Planning for consistency. Attorney Adkinson stated that he thinks the we're in a position where if what they present is truly going to have an adverse impact on site or sound to the public, a fence isn't going to solve that. On the other hand, if that is not the concern, then putting an extra thick hedge line up, people may not want that there either. So, what the actual buffer is may be more appropriate with setback and non-vegetative or it may be vegetative. It may be a combination of both. But why don't we let the public have a public hearing on that because it won't be coming back to you, it will at least be a public workshop that the applicant gets to produce and then the public has a chance to talk about it and staff gets that feedback. That gives the public one more chance on that specific issue at the very least. Cliff stated that he was up for put up a fence and if there is some opportunity to leave some existing vegetation and not put up a fence, he was good with that too. He is open to whatever the adjacent neighborhood would like to see. Councilwoman Brannon stated that her concern is not whether this project can legally be developed because it absolutely can. Her concern is whether the applicants demonstrated the sufficient justification for reducing the setbacks and increasing impervious surface coverage beyond what our code normally allows. She believes that

variances and deviations should be granted sparingly and only when clearly justified. At this time, she is not persuaded that the requested deviations are necessary.

Moved by: Councilman Farris

Seconded by: Councilwoman Haffner

Mayor Barley called for public comment and there was none.

To approve the Bayview PDP Resolution with conditions as stated above.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner	aye
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Councilman Farris	aye
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Councilwoman Brannon	nay
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Carried

Clerk's Note: Council Meeting broke for a five-minute recess.

3. CHELCO Service for Lift Station

Wastewater Supervisor Johnson stated this item was to have CHELCO repair the electrical service to the lift station at the Freeport Elementary School. The breakers are smaller than needed, which makes them trip and leaves the lift station without power. The estimated price of this is \$21,204.56.

Moved by: Councilwoman Haffner

Seconded by: Councilman Farris

Mayor Barley called for public comment and there was none.

To approve the estimated cost of \$21,204.56 for electrical repairs to the lift station at Freeport Elementary School.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner	aye
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Councilman Farris	aye
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Councilwoman Brannon	aye
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Carried

a. City Clerk

b. City Manager

c. Engineering

1. Marquis West Progress Report

Alday Howell Engineer John Feeney introduced item stating that he handed out a map at the beginning of the meeting is one that Council has seen before. This is the map of the phasing structure of Marquis West. Since the time he has been in front of Council he has spoken with the Florida Department of Transportation, who is funding the project. As they move into the bridge design portion, he has a couple of options to present to Council for consideration and approval. For background, Mr. Feeney stated

that the original design of the bridge was curved. The bridge manufacturer that they intend to use and the structural engineers both advised going with a pre-cast system which was the original scope of the project and with a curve in it you lose a lot of the cost benefit of the pre-cast system. The system itself is meant to be built on straight lines. That allows you to have pre-cast barrier walls, pre-cast deck beams, pre-cast pile caps, and pre-cast piles. If you put a curve in the bridge it causes about half of those components to transition to cast in place, which drives the cost up significantly. Essentially you will be paying for a premium product and getting a less premium product. What we have for consideration today is essentially four options. The first two options are precast bridges. The last two are cast in place options. There is a comparison spreadsheet that is included in the packet. Whichever option we chose whether its pre-cast or cast in place we have the option to include pedestrian facilities or not to include pedestrian facilities. The current scope of the project is to have 12ft lanes and 5ft shoulders. The sidewalk that is on the west side would tie into the sidewalk that goes down Shipyard Road to the boat ramp. The sidewalk on the east side would stop at the new dog park that is being proposed. As we look at these options, we want to discuss the pre-cast vs the cast in place and whether to include those pedestrian facilities. Pre-cast is quicker to construct, generally cheaper overall. Some of the cons for the pre-cast is that most of the time when these bridges are used, they are 3-4 spans. Ours is going to be 35 spans. This will be the longest precast bridge that this company has ever built. The longest on currently is on County Road 280B just south of DeFuniak it is about 800 ft. The system itself is only about 25 years old, so we don't know how it holds up over time compared to the cast in place system which are typically 50 – 70-year design lives. Options 1 and 3 are without pedestrian facilities and options 2 and 4 are with pedestrian facilities. City Manager Martin asked about the ability for lighting on the bridge. Mr. Feeney stated that both types of bridges can have lighting added. If we do go with pedestrian facilities, we do ask that you add lighting for safety because there will be about 1400ft from the end of the sidewalk where there will be no lighting if we don't include it on the bridge. It can be retrofitted later if you decide to add it later, but we recommend adding it at the time of construction. As you go to the right of the spreadsheet the cost goes up. Base cost for the bridge construction is 8 million to 9 million To add pedestrian facilities to it is a million and a half to 2 and a half million because you're adding that width. To upgrade from a pre-cast system to a cast in place system with no pedestrian facilities that is somewhere between a 4 and a 9-million-dollar jump. The higher end costs on the cast in place bridges are for some aesthetic finishes like you would see over large waterways, large trophy pieces, big, elevated things like that. This bridge won't be on the high-end range. If we go cast in place it will probably go low to mid-range in pricing. Councilwoman Haffner stated her concern about the pre-cast bridge is the length and that it may only last 25 years. Mr. Feeney stated that the length is definitely a concern. At higher speeds the bridge in DeFuniak is pretty rough. Councilwoman Haffner stated that she would like to see the pedestrian facilities included so she's leaning toward

option 4. She feels that it could last 60 years. The city would be paying more to build the pre-cast that lasts 25 years to rebuild it in 25 years rather than spend more now for something that will last 60 years. She wants the pedestrian facilities because we do have so many bikers and walkers and she doesn't want someone trying to walk on it with no facility because that will happen. Mr. Feeney wanted to clarify that the 25-year lifespan that is there is only because that is how long it has been used. It may last 50 years we just don't know. Councilwoman Haffner stated that a big concern for her was that they had never built a precast bridge that long before. Councilman Farris stated that he agreed with Councilwoman Haffner. He would have to go with option 4 as well because of the safety and it being something that could last a lot longer. Councilwoman Brannon agreed that option 4 is the only option, but she wants to wait for the other Council members to come back since we're talking about multi millions of dollars for this bridge. She wouldn't feel comfortable about voting on it without them here. Councilwoman Brannon stated that we need the pedestrian facilities and the lights. Councilman Farris asked a question to legal regarding the property that is in process for eminent domain. City Attorney Adkinson stated that we are still in the legal processes for those properties. City Attorney Adkinson advised Council in deference to the Council members that aren't here. If the three here are in agreement that option 4 sounds better, he recommends moving forward its still going to be a three-vote majority even if they were here. After some additional conversation between Council members a motion was made by Councilwoman Haffner to approve option 4 on the bridge for Marquis Way West. Councilman Farris seconded the motion. Mr. Knauer stepped forward during public comment to state that he has been building and designing these bridges for the last 25 years and has them all over Walton County. He stated that the length issue isn't an issue because they have expansion joints all the way through the decks. He doesn't think that the length of the bridge would be any issue at all. The bridges that he has built in Walton County 25 years ago look exactly the same today as they did 25 years ago. He further stated that he could take you to bridges that he put up 25 years ago that are in the same condition as they were when they put them up. It's a huge difference in cost and he would hate to see the city decide that they want to do poured in place and 15 years from now we're still talking about trying to build a bridge. He believes that the lifespan of the pre-cast bridge is at least 50 years because the ones he built 25 years ago are in exactly the same condition as they were when he built them. Mr. Neuer went on to say that he can understand Alday Howell's position of not knowing how long they last because they only started building them 25 years ago, but he designed and built them 25 years ago and they're in exactly the same condition today as they were then. He just asks to keep that in mind. Council asked Mr. Knauer about the option 2 pre-cast bridge with the pedestrian facilities. He stated that there was an additional benefit to those. They use smaller equipment to set those precast units. The other benefit is that you can build them from top down. They wheel the equipment out onto the deck and drive piles from the deck. The poured in place bridges cause a lot more disturbance because you have to set up formwork underneath the

bridge to be able to build it and you have to have bigger equipment. Maybe the best bet is to keep your options open. You're going to bid this out ultimately anyway the prefab bridge design is pretty much already done. There is a standard design that they have for the different loads. If you wanted them to design a poured in place option to test the waters and see what the price is that would be an option. Councilwoman Haffner asked if they could amend the motion to option 2. Councilman Farris also amended his second. John Alday stepped up to state that when they got into designing this project there were so many options that were in consideration for this project. One of the things that he likes about the cast in place bridge is that you're able to customize the bridge a little bit. Whether you have a City of Freeport logo on the bridge or seagulls or anything like that, but at the end of the day he understands that money is the driving factor and they have to consider that and the funding. After talking over the multimodal plan with the Planning Director that either option 2 or 4 is what the city needs. Councilwoman Haffner stated that she just didn't think that they could justify spending millions of dollars for a logo or other design on there. Councilwoman Brannon stated that the difference is about 10 million dollars if we can put the lights on the pre-cast bridge. Councilwoman Brannon then asked if Alday Howell had ever done a project with pre-cast bridges before. Mr. Alday said no. Councilwoman Brannon then asked if they would need some help and if the city needed to hire someone like Mr. Knauer to help that has done this for 25 years? Mr. Alday stated that the way their contract is they are handling the design of that. If the city went to a cast in place then a structural engineer would be needed to assist with the design and that's part of the cost that is considered in options 3 and 4. Mr. Feeney stepped back to podium to let Councilwoman Brannon know that they have been working with Mr. Neuer and he has been doing it free of charge.

Moved by: Councilwoman Haffner

Seconded by: Councilman Farris

Mayor Barley called for public comment and there was none.

To approve option 2 for the Marquis Way West Bridge.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner	aye
Councilman Farris	aye
Councilwoman Brannon	aye
Carried	

d. Finance

e. Human Resources

f. Legal

1. Dantin – Bruce Annexation Request

City Attorney Adkinson introduced item as a request to move forward with the Dantin-Bruce Annexation. The parcel in question is in the packet highlighted in red. It is an

inverted "L" shape. He wants to call to Council's attention a couple of things. He has looked at this property quite a bit and the initial thought is that you would be bringing in a property that would potentially create an enclave back to the east. Their solution to that has been basically to cut off the south 100ft of the property line that would allow for there to be a court. Since they aren't annexing in a fingerlike pattern, they're technically compliant with statute. But what they're doing by cutting off and allowing this one little strip is something that this Council over the past 8 to 10 years has said almost unanimously across all of those annexations is not something this Council has favored. Because Attorney Adkinson cannot, at his level, deny it because it is not actually a violation of the state statute, he did want to present it to Council. He has looked at it multiple ways and he can't see a way for them to get this into the city without that cutout. He met with both the Planning Director and the City Manager about this before putting it on the agenda to go through it. Staff doesn't see a way that we can bring this in without the cutout being done and that is up to the Council. What he needs from Council is a motion to direct him to proceed with advertising for first reading, second reading, and public hearing for adoption for this annexation or if the Council still feels uncomfortable with letting these little slivers stay out of the city; which have caused us problems in the past and that is why the Council has denied it. Then he needs a motion to reject the request for annexation and not proceed with advertisement. Councilman Farris asked where the property was located. City Attorney Adkinson stated that the property backs up to Hammock Bay. It is off 83A and one parcel in from Bay Loop. If you look at the mapping, the top parcel of this is already split. Half of it is in the City and half of it is out. There is some historical element there the back part of that property is virtually undevelopable from what they saw compared to where the homes were. So, they said we want the home to be in the city, but we don't want the rest of it if it was going to keep us from coming into the city because it would create an enclave. That's what happened years and years ago based on his conversation with the Planning Director. Planning Director Hughes-Neel stated on the top of the map the subdivision that is on the side of Bay Loop that is The Crossings Development at Piney Point Road and if you continue down a little over half a mile as you go south the property is on your left. Its not directly on the road.

Moved by: Councilwoman Brannon

Seconded by: Councilwoman Haffner

Mayor Barley called for public comment and Ricky Fannin stepped up. He stated that this property is the Cuchens property and the Gilman property. The Cuchens have been here for generations, and they are looking to develop the property for housing to bring in more city revenue. The only way they can do this is to bring the property into the city. City Attorney Adkinson stated that he realized that this was coming in a little differently due to the changes in the statute, but he wasn't comfortable with spending city money on advertising without Council approval, so he wanted to bring it now on just the property before he advertised for first and second readings and adoption. Councilwoman Brannon stated that Council

had turned down several in the past year with the same request. Councilman Farris stated that we have to go with what the attorney is advising. We have to stay consistent. City Attorney Adkinson stated that he had looked to see if there was any method to get this in without the cutout, but he cannot. Mr. Fannin asked if they needed to get the surrounding parcels to annex in if that would help. City Attorney Adkinson stated that they would have to get the parcels that are due east, which are 2 20-acre tracts, the Carvajal piece, and there are 3 parcels totaling 20 acres. He would have to have all of those. Attorney Adkinson stated that if he could get those it really cleans up the map.

To deny the annexation of the Dantin-Bruce Property as presented.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner	aye
Councilman Farris	aye
Councilwoman Brannon	aye
Carried	

g. Mosquito Control

h. Parks

1. Bomber's Baseball Tournament August 1st & 2nd

Parks Director Bartlett stated he is looking for approval for a baseball tournament at the Sports Complex on August 1st and 2nd. They will be using fields 1 – 4.

Moved by: Councilwoman Haffner

Seconded by: Councilwoman Brannon

Mayor Barley called for public comment and there was none.

To approve the Bomber's Baseball Tournament on August 1st and 2nd.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner	aye
Councilman Farris	aye
Councilwoman Brannon	aye
Carried	

i. Planning

1. Pedestrian Master Plan Scope of Services – Anchor CEI

Planning Director Hughes-Neel introduced item. In the packet there is a pretty detailed explanation of the Pedestrian Master Plan. We received a Safe Routes for All grant from DOT in the amount of \$168,000.00. We've confirmed with Liberty Partners, who acquired that grant on our behalf, that the funds have to be used for planning efforts and that they cannot be used for existing construction projects. As standard practice we requested a received a scope of services from Anchor CEI for the development of a Freeport Multimodal Master Plan or Pedestrian Master Plan. That will include at a minimum the existing and planned multimodal paths, existing and planned sidewalks

and crosswalks, intersection improvements, lighting improvements, and bicycle facilities at the park. The scope of services that Anchor has presented to us is \$206,180.00 This exceeds the grant by \$38,180.00. She spoke with Finance and has confirmed that we can handle the overage through our Streets line item. Staff is recommending approval of the Achor CEI Scope of Services to be funded by the Safe Routes for All grant for \$168,000.00 and City funds from the Streets line item for \$38,180.00 for a total of \$206,180.00.

Moved by: Councilwoman Haffner

Seconded by: Councilwoman Brannon

Mayor Barley called for public comment and there was none.

To approve the Achor CEI Scope of Services for \$206,180.00.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner	aye
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Councilman Farris	aye
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Councilwoman Brannon	aye
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Carried.

2. Comprehensive Plan Update Scope of Services – Anchor CEI

Planning Director Hughes-Neel stated that in a previous meeting there was a discussion about new legislation requirements. The City is being required to do a comprehensive plan update adding additional timelines for review, and at the same time we have to update our data analysis for consistency. We will be updating all of our information regarding infrastructure. This includes water, sewer, stormwater, solid waste, parks and recreation. So, we asked Anchor CEI who is very well versed in doing comprehensive plan updates. They're currently doing several in the area using the same technical assistance funding that the city has applied for. We won't get the final results until mid-summer on the technical assistance. Every community is getting it you just have to apply for it, but we are on a very tight timeline to have this completed, adopt and sent to Florida Commerce prior to March 1st of 2027. There is a \$1,570.00 differential in their scope of services but that can come out of outside labor and services in the Planning and Zoning budget. This is to assist Planning and Zoning with completing this project. She discussed it with Finance and determined that was the appropriate place for that to come from. Planning Director Hughes-Neel introduced Emily from Anchor CEI to Council.

Moved by: Councilman Farris

Seconded by: Councilwoman Haffner

Mayor Barley called for public comment and there was none.

To approve of the Anchor CEI scope of services for the comprehensive plan update in the amount of \$76,570.00.

A roll call vote was ordered, and the vote was as follows:

REGULAR COUNCIL MEETING, June 9, 2026

Councilwoman Haffner	aye
Councilman Farris	aye
Councilwoman Brannon	aye
Carried.	

j. Sewer

k. Utility Billing

l. Water

10. Old Business

11. New Business

a. Mayor Barley

b. Councilman Dickey

c. Councilwoman Brannon

d. Councilman Farris

e. Councilwoman Hurst

f. Councilwoman Haffner

12. Public Comment

13. Adjournment

With no other business, Mayor Barley motioned to adjourn at 10:55 AM.

Minutes were prepared by City Clerk McLendon and approved by the City Council on July 14, 2026.

ATTEST:

Russ Barley, Mayor

Rebecca McLendon, City Clerk

CITY OF FREEPORT REGULAR COUNCIL MEETING MINUTES

June 25th, 2026, at 6:30 PM

Council Chambers, Freeport City Hall

Council Members Present: Mayor Russ Barley, Councilwoman Elizabeth Haffner, Councilwoman Heather Hurst, Councilman Eddie Farris, and Councilman Tracey Dickey.

Staff Members Present: City Attorney Clay Adkinson, City Manager Mark Martin, City Clerk Rebecca McLendon, Finance Director Bruce Simmons, Deputy Planning Director Samantha Graves, and Parks Director Charles Bartlett

Clerk's Note: Councilwoman Brannon was absent with notice. Handouts given to Council are available from the clerk's office.

State of the City Address

Mayor Barley gave the 2026 State of the City Address.

Clerk's Note: A copy of the State of the City Address is available on the City of Freeport Website

1. Meeting called to order

The meeting was called to order at 6:43 pm by Mayor Barley in the Council Chambers of Freeport City Hall.

2. Invocation and Pledge of Allegiance

Councilman Dickey gave the invocation and the Pledge of Allegiance to the American Flag was recited.

3. Recognition of Guests

~~1. Warren Averitt Audit Report~~

4. Consent Agenda

- a. Bills
- b. Budget Amendment #13 – SS4A
- c. Budget Amendment #14 - Comprehensive Plan Technical Assistance Plan
- d. FY25 Financial Reports – Post Audit
- e. Revenue and Expenditure Reports Through April 2026
- f. Revenue and Expenditure Reports Through May 2026

5. Public Comment on Consent Agenda

Mayor Barley called for public comment and there was none.

6. Approval of Consent Agenda

Moved by: Councilwoman Haffner

Seconded by: Councilman Dickey

Mayor Barley called for public comment and there was none.

To approve the Consent Agenda, as presented.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner	aye
Councilwoman Hurst	aye
Councilman Farris	aye
Councilman Dickey	aye

Carried.

7. Consideration of Additions and/or Deletions to Agenda

1. Finance – Deletion – Warren Averitt Audit Report – Move to next meeting

8. Approval of Agenda with Additions/ Deletions

Moved by: Councilman Farris

Seconded by: Councilwoman Hurst

Mayor Barley called for public comment and there was none.

To approve the Additions and Deletions to agenda, as presented.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner	aye
Councilwoman Hurst	aye
Councilman Farris	aye
Councilman Dickey	aye

Carried.

9. Staff Reports

a. City Clerk

b. City Manager

c. Engineering

d. Finance

1. SRF Loan – Lead Study

Finance Director Simmons introduced item as an SRF Loan agreement that we had in 2024. We had an extension on that with additional funds granted to cover North Bay. Now that has all been finalized and we have received the reimbursement. SRF has forwarded us the loan documents, and we are asking for approval to sign these agreements and start the loan payment amounting to \$54,060.00.

Moved by: Councilwoman Haffner

Seconded by: Councilwoman Hurst

REGULAR COUNCIL MEETING, June 25, 2026

Mayor Barley called for public comment and there was none.

To approve signing these agreements and start the loan payment amounting to \$54,060.00.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner	aye
Councilwoman Hurst	aye
Councilman Farris	aye
Councilman Dickey	aye

Carried.

2. Insurance Increase - Community Center

Finance Director Simmons stated that the next item is the insurance coverage on the Community Center. As mentioned at a previous meeting, the Community Center went into service in November 2025, which was after the start of our insurance period. This is a premium adjustment from FMIT in the amount of \$8,117.00. We're asking for a budget amendment for that amount as well as the approval to pay.

Moved by: Councilman Dickey

Seconded by: Councilwoman Haffner

Mayor Barley called for public comment and there was none.

To approve the budget amendment and to pay the \$8,117.00 to FMIT for a premium adjustment for the Community Center.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner	aye
Councilwoman Hurst	aye
Councilman Farris	aye
Councilman Dickey	aye

Carried.

3. Insurance Renewal

Finance Director Simmons stated that the next item is also from FMIT to complete the insurance form required for the closeout of this fiscal year. We're just requesting approval to sign these forms and submit them to FMIT.

Moved by: Councilwoman Hurst

Seconded by: Councilman Dickey

Mayor Barley called for public comment and there was none.

To approve signing insurance forms for FMIT.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner	aye
Councilwoman Hurst	aye
Councilman Farris	aye
Councilman Dickey	aye

Carried.

4. FY26/27 Budget Planning

Finance Director Simmons stated that this item is to set the budget workshops. Looking at previous years, we don't have an election this year to schedule around so looking to hold the first workshop on July 30th. It's a little bit later than previous years but we were able to get the second workshop in about the same time as we had done in previous years. Requesting Council guidance on when you would like to set that first workshop. Councilwoman Haffner stated that she thought July 30th was a little too late to do the first one. She would like to have the first one in mid-July. After some discussion from Council the agreed date of the first meeting is July 14th at 5:00 pm and the second one on August 3rd at 5:00 pm.

Moved by: Councilwoman Haffner

Seconded by: Councilman Dickey

Mayor Barley called for public comment and there was none.

To hold the first Budget Workshop on July 14th at 5:00pm and second Budget Workshop on August 3rd at 5:00pm.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner	aye
Councilwoman Hurst	aye
Councilman Farris	aye
Councilman Dickey	aye
Carried.	

e. Human Resources

f. Legal

1. Data Center Ordinance First Reading

City Attorney Adkinson introduced item as the first reading of the Data Center Prohibition Ordinance. Looking for a motion to hold first reading and advertise for second reading and public hearing for adoption. Councilwoman Haffner stated that she saw the wording "large load customers" and wanted to know what if someone comes in and tries to say this isn't a data center but they're pulling a ton of water and power out? Attorney Adkinson stated that "large load" is defined by statute as anything over 50 megawatt or we specifically include all data center which are separately defined in the statute as something that can be below that. Councilwoman Haffner stated that she just wanted to make sure there's no loophole for them to not use data center and still get in. Attorney Adkinson stated that this takes care of both.

Moved by: Councilman Farris

Seconded by: Councilman Dickey

Mayor Barley called for public comment and there was none.

To approve holding first reading of the Data Center Prohibition Ordinance and to advertise for second reading and public hearing for adoption.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner	aye
Councilwoman Hurst	aye
Councilman Farris	aye
Councilman Dickey	aye

Carried.

Attorney Adkinson held first reading and stated this would be present at the first meeting in July for adoption which will be after the July 1 effective date of the Senate Bill 484 that the Governor has signed into law and deals with these same issues.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREEPORT, FLORIDA
BANNING DATA CENTERS; PROVIDING FOR CONFLICTS AND SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE**

g. Mosquito Control

h. Parks

1. Fee Waivers for Blount House and Park Fields

Parks Director Bartlett stated he is looking for approval for the three fee waivers. We have the Walton Okaloosa Council on Aging, Town Planter's Society for the Blount House and the Freeport Little League for the park field usage. Walton Okaloosa Council on Aging use the Blount House Monday through Wednesday from 9am to 1pm. Town Planter's Society holds their monthly meeting in the Blount House, and Freeport Little League uses the fields yearly for Little League.

Moved by: Councilwoman Haffner

Seconded by: Councilman Farris

Mayor Barley called for public comment and there was none.

To approve the 3 fee waiver requests.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner	aye
Councilwoman Hurst	aye
Councilman Farris	aye
Councilman Dickey	aye

Carried.

Parks Director Bartlett also reminded Council of the 4th of July Parade that starts at 6. The roads will be closed at 5:30. There is a band this year named The Typos that will play at 6:30. Fireworks will be a dusk.

i. Planning

Deputy Planning Director Graves introduced the items as General Service agreements for the additional Engineering Firms from the RFQ for infrastructure projects. Looking for motions to approve each of these agreements.

1. Environmental & Geotechnical Specialties /Rotation Engineer General Services Agreement

Moved by: Councilwoman Haffner

Seconded by: Councilwoman Hurst

Mayor Barley called for public comment and there was none.

To approve the final contract to Environmental & Geotechnical Specialties.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner	aye
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Councilwoman Hurst	aye
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Councilman Farris	aye
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Councilman Dickey	aye
-------------------	-----

Carried.

2. North Florida Professional Services /Rotation Engineer General Services Agreement

Moved by: Councilman Dickey

Seconded by: Councilman Farris

Mayor Barley called for public comment and there was none.

To approve the final contract to North Florida Professional Services.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner	aye
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Councilwoman Hurst	aye
--------------------	-----

Councilman Farris	aye
-------------------	-----

Councilman Dickey	aye
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Carried.

3. Knauer Never Engineering / Rotation Engineer General Services Agreement

Moved by: Councilwoman Haffner

Seconded by: Councilwoman Hurst

Mayor Barley called for public comment and there was none.

To approve the final contract to Knauer Never Engineering.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner	aye
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Councilwoman Hurst	aye
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Councilman Farris	aye
-------------------	-----

Councilman Dickey	aye
-------------------	-----

Carried.

4. Alaqua Preserve at Hammock Bay PDP Adjustment

Deputy Planning Director Graves presented last item as a revision to the Alaqua Preserve PDP. Deputy Planning Director Graves stated that are looking for a few different changes just to do some clean up on this project into one revision request. They want to change the name from Alaqua Reserve to The Reserve at Hammock Bay.

They want to change the overhead power lines that were not done so they would like to remove that variance. All utilities will be underground. They are reverting from rural subdivision from Northwest Florida Water Management to our standard impervious surface ratios. Lastly, they want to increase their density from 42 to 44 units. They're way under the density cap.

Moved by: Councilwoman Haffner

Seconded by: Councilman Farris

Mayor Barley called for public comment and there was none.

To approve revision to the Alaqua Preserve PDP.

A roll call vote was ordered, and the vote was as follows:

Councilwoman Haffner aye

Councilwoman Hurst aye

Councilman Farris aye

Councilman Dickey aye

Carried.

Deputy Planning Director Graves gave an update for Walmart. All Fees have been received and they have scheduled their preconstruction meeting.

j. Sewer

k. Utility Billing

l. Water

10. Old Business

11. New Business

a. Mayor Barley

b. Councilman Dickey

c. Councilwoman Brannon

d. Councilman Farris

e. Councilwoman Hurst

f. Councilwoman Haffner

12. Public Comment

13. Adjournment

With no other business, Mayor Barley motioned to adjourn at 7:01 PM.

Minutes were prepared by City Clerk McLendon and approved by the City Council on July 14, 2026.

ATTEST:

Russ Barley, Mayor

Rebecca McLendon, City Clerk

City of Freeport

Agenda Item Summary

Agenda Item Wording:

Interlocal Agreement for POD at Sports Complex

Meeting Date: 07/14/2026

Date request submitted: 07/08/2026

Department making request/name:

City Manager Martin

Requested Motion/Action:

Approval to renew the interlocal agreement with Walton Count to have a distribution point at the Sports Complex in the event of an emergency situation

Agenda

- ☐ Consent
- ☒ Regular
- ☐ Budget
- ☐ Special
- ☐ Workshop

Tab Content
Submitted
with Item?

- ☒ Yes ☐ No
- ☐ N/A

Budgeted Item? ☐ Yes ☐ No ☒ N/A

Item cost: _____ ☒ N/A

Legal Review Needed?

- ☐ Yes ☐ No ☒ N/A

Details on why action is needed.

Background:

**INTERLOCAL AGREEMENT BETWEEN
WALTON COUNTY AND THE CITY OF FREEPORT, FLORIDA**

THIS AGREEMENT is entered into on the ____ day of _____, 2026, between **WALTON COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 176 North Sixth Street, DeFuniak Springs, Florida, 32433 (the “County”), and the **CITY OF FREEPORT**, a municipality in Walton County, whose address is 112 Highway 20 West, Freeport, Florida 32439, and whose mailing address is P.O. Box 339, Freeport, Florida, 32349 (the “City”).

WHEREAS, Florida is vulnerable to a variety of natural and manmade emergencies, including hurricanes, which can, as a result, lead to the Governor of the State of Florida issuing an executive order declaring a state of emergency; and

WHEREAS, the County is authorized by Chapter 252, Florida Statutes, to prepare for and respond to states of emergency, including the provision of supplies to local areas affected by the emergency; and

WHEREAS, the City owns or has control of a facility located at 665 Hammock Trail East, Freeport, Walton County, Florida 32439, which would serve as an effective “Point of Distribution” (“POD”) for the distribution and storage of emergency supplies and equipment.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree to the following terms:

1. At its own expense, the City will allow the County to operate a POD at the **Hammock Bay Park** located at **665 Hammock Trail East, Freeport, Walton County, Florida 32439** during a declared state of emergency.
2. The City agrees it will permit ingress and egress to the POD for the County, their agents, contractors and employees to perform emergency relief work, load emergency supplies and equipment, and other work as needed at the POD. In addition, the City will permit access to the POD to local, state and federal regulatory agencies for inspection or such other legal purposes as are deemed appropriate by the County. Access to the POD shall

be provided by the City or its designee Monday through Sunday on a 24-hour basis or at other reasonable times as mutually agreed upon by the parties.

3. It is agreed by both parties that neither assumes any liability for the acts, omissions, and negligence of the other. Both parties shall indemnify and hold the other harmless from all claims, damages, losses, and expenses arising out of or resulting from the performance of their respective operations under this agreement. However, nothing contained herein shall constitute a waiver by County or City of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of any contract.

4. The County agrees that all notices provided under or pursuant to this Agreement shall be in writing and delivered to the contract representative identified below at the address set forth below, either by hand delivery or by first class U.S. mail, certified, return receipt requested.

TO WALTON COUNTY:

Jeff Goldberg, Director
Walton County Emergency Management
63 Bo Pete Manor Road
DeFuniak Springs, Florida 32435
850-892-8065

TO THE CITY OF FREEPORT:

Russ Barley, Mayor
City of Freeport
112 Highway 20 West
P.O. Box 339
Freeport, Florida 32439
850-835-2822, ext. 214

5. This Agreement is effective upon its execution by both parties and may be modified only in writing with execution by both parties. The term of this Agreement shall be TEN (10) years from the date of its complete execution with the option to renew for TWO (2) additional terms of FIVE (5) years each upon the mutual agreement and execution by the parties of a duly written instrument.

6. Upon execution this agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of Walton County, Florida in accordance with §163.01, Florida Statutes.

7. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized undersigned officials.

CITY OF FREEPORT

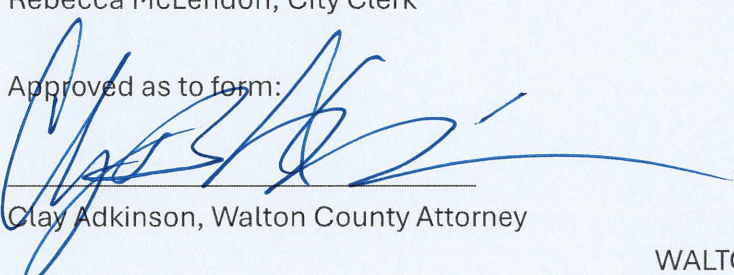
By: _____

Russ Barley, Mayor

ATTEST:

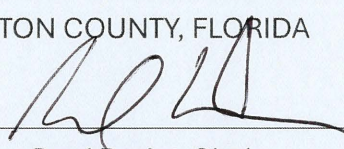
Rebecca McLendon, City Clerk

Approved as to form:



Clay Adkinson, Walton County Attorney

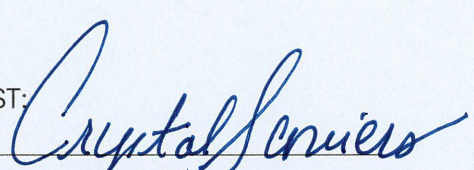
WALTON COUNTY, FLORIDA

By:  _____

Brad Drake, Chair

Board of County Commissioners

ATTEST:



Crystal Sconiers, Clerk of the
Circuit Court and Comptroller



City of Freeport Agenda Item Summary

Agenda Item Wording:
WCEDA Funding Request

Meeting Date: 07/14/2026
Date request submitted: 07/08/2026

Department making request/name:

Finance Director Simmons

Requested Motion/Action:

Agenda

- ☐ Consent
- ☒ Regular
- ☐ Budget
- ☐ Special
- ☐ Workshop

Tab Content
Submitted
with Item?

- ☒ Yes ☐ No
- ☐ N/A

Budgeted Item? ☐ Yes ☐ No ☒ N/A

Item cost: _____ ☒ N/A

Legal Review Needed?

- ☐ Yes ☐ No ☒ N/A

Details on why action is needed.

Background:



June 22, 2026

Mayor Russ Barley
City of Freeport, Florida
112 Highway 20 West
Freeport, Florida 32439

Re: 2026-2027 WCEDA Funding Request

Hello Mayor Barley,

Thank you and the Freeport City Council for your continued support and participation in promoting economic development efforts in Walton County.

The Walton County Economic Development Alliance (WCEDA) respectfully requests a \$40,000 investment for the 2026-2027 budget year. This funding can be made with a quarterly payment of \$10,000.

We have successfully completed the signalization of 83A West and Highway 20 for a total cost of \$1,187,200 of which a Defense Infrastructure Grant of \$830,960 was awarded. This project started in 2024, was engineered in 2025 and awarded for construction and then completed in May 2026.

Your continued partnership produces results, increases public safety and enhances the quality of life for all our residents and travelers to the area.

The businesses we are targeting support your investments in Freeport and the surrounding areas. More specifically, aerospace, engineering, defense contracting, medical device manufacturing, advance manufacturing, medical and healthcare, metal fabrication, tourism related construction of retail and quality of life services .

We have also applied for expanded Opportunity Zone status in multiple Census tracts to provide more incentives for potential investors and developers. We will continue to support infrastructure grant funding and development to enhance the excellent City services already provided and support future growth and development initiatives.

Thank you in advance for your continued support and participation in the WCEDA.

JJ Harris, President/CEO
WCEDA
PO Box 487
DeFuniak Springs, FL 32435
Cell 850-520-2498

City of Freeport Agenda Item Summary

Agenda Item Wording:

Data Center Ordinance Second Reading/Adopt

Meeting Date:07/14/2026

Date request submitted: 06/17/2026

Department making request/name:

Legal

Requested Motion/Action:

Second Reading/Adoption of Data Center Ordinance

Agenda

- ☐ Consent
- ☒ Regular
- ☐ Budget
- ☐ Special
- ☐ Workshop

Tab Content
Submitted
with Item?

- ☐ Yes ☒ No
- ☐ N/A

Budgeted Item? ☐ Yes ☐ No ☒ N/A

Item cost: _____ ☒ N/A

Legal Review Needed?

- ☐ Yes ☐ No ☒ N/A

Details on why action is needed.

Background:

ORDINANCE ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREEPORT, FLORIDA BANNING DATA CENTERS; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council (the “Council”) has authority, generally under Chapters 163 and 166 of Florida Statutes and specifically Chapter 2026-65, Laws of Florida, to regulate large load customers, specifically data centers, and;

WHEREAS, the Council through the adoption of its Comprehensive Plan and related ordinances, resolutions, and polices; together with its long-standing commitment to preservation and conservation of natural resources has identified that protecting the natural resources to be a paramount concern for the public and benefits the public, and;

WHEREAS, the Council has observed the proliferation of large load centers, specifically those classified as “data centers” around the country, and recognize the adverse impacts these developments create for the community and the drain on natural resources, and;

WHEREAS, the Council, upon the advice of Planning Staff has determined that large load centers, and specifically data centers, are neither expressly allowed or disallowed in any specific land use category or zoning district presently, but that the nature of this type of development is inherently contrary to the Comprehensive Plan and the County’s position on conservation and preservation of natural resources, among other long-held policies that are in the best interests of the public, and;

WHEREAS, the Council deems that it is in the public’s interest to thereby create a complete and outright prohibition on large load centers, specifically data centers, applicable in all land use categories and zoning districts across all of Freeport, and;

WHEREAS, the Council is aware of the slow erosion of home rule for Florida Counties and Municipalities that has occurred at based on state legislation, but the

Florida Legislature has now expressly authorized action contemplated herein to be undertaken by local governments, and the failure to immediately act could result in future removal of such authorization or preemption by the State without grandfathered status of this prohibition, and;

NOW THEREFORE, the City Council does hereby amend the County Code of Ordinances to create a new Appendix of the Land Development Code, which shall henceforth read as follows:

Sec. ###.## General.

The City recognizes that certain types of development are so contrary and repugnant to the best interests of the City and the public; and are inconsistent with Comprehensive Plan and other adopted laws, policies, and regulations of the City, that a complete prohibition, applying City-wide, across all land used categories and zoning districts, is necessary to be implemented.

Any development prohibited in this section shall be deemed completely and permanently prohibited and based upon this Section being a direct extension of the Comprehensive Plan, no variances hereto shall be permitted, nor shall any other method exist to remove the prohibition set forth herein.

Sec. ###.## Prohibited Development

The following development shall be prohibited:

- (a) Large Load Customers, specifically including all Data Centers. The definition(s) for “large load customers” and “data centers” shall be those set forth in Chapter 2026-65, Laws of Florida, and the Florida Statutes cited therein.

Sec. # - #. Reserved.

City of Freeport

Agenda Item Summary

Agenda Item Wording:

Sports Complex

Meeting Date: 7/14/26

Date request submitted: 7/6/26

Department making request/name:

Parks Director Charles "Red" Bartlett & Parks Admin Assistant Kaycee Smith

Requested Motion/Action:

Approval on A/C replacement in the Concession 1 Press Box

Agenda

- ☐ Consent
- ☒ Regular
- ☐ Budget
- ☐ Special
- ☐ Workshop

Tab Content
Submitted
with Item?

- ☐ Yes ☒ No
- ☐ N/A

Budgeted Item? ☐ Yes ☐ No ☒ N/A

Item cost: _____ ☐ N/A

Legal Review Needed?

- ☐ Yes ☐ No ☒ N/A

Details on why action is needed.

Background:

Below are the 3 bids we received for the A/C:

The Green Air Group: \$9,123

Adkins Air Conditioning & Heating: \$9,800

Odis Brown Heating & Cooling: \$10,150



The Green Air Group LLC
5917 State Hwy 20E, Freeport, Florida 32439 United States
(850) 608-3065
CFC1434353
CAC1818438
customerservice@greenairgroup.com

BILL TO

City of Freeport
112 Florida 20
Freeport, FL 32439 USA

ESTIMATE
142993756

ESTIMATE DATE
Jul 02, 2026

JOB ADDRESS

Sports Complex
563 Hammock Trail East
Freeport, FL 32439 USA

Project: 142920406

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
HVACInstall	System Specifications: • RunTru by Trane 3.5 Ton HVAC System with 70K BTU Gas Heat • 1 Year Labor- Full System • 5 Years Parts - Full System • 6 Month GoGreen Maintenance w/1 Visit included • 14.3 SEER2 Scope of Work - • Procurement and installation of new Furnace, Evaporator Coil & Condenser • Remove and dispose of old equipment, general cleanup of work area upon completion • Purge, flush & evacuate existing line set - refrigerant lines and condensate line. • Pressure test existing line set to check for leaks • Set condenser to concrete - braise in refrigerant connections, provide high and low voltage electrical connections • Secure outdoor unit using hurricane rated tie down clips • Install new plywood decking in closet • Install Gas Furnace - New gas whip, electrical whip • Reconnect flue pipe in closet to furnace • Tie back into duct system at evaporator coil - seal duct connection • Install New Thermostat • Start and test unit for proper operation • All equipment, labor, and basic material necessary to complete the project during standard business hours	1.00	\$9,123.00	\$9,123.00

ComplMaint	Complimentary maintenance visit with the purchase of a new HVAC System. <u>Includes:</u> • Clean evaporator coil in place. • Remove and clean the blower assembly if accessible. • Clean heat exchanger *If Applicable. • Clean gas burner assembly *If Applicable. • Clean gas ignition assembly *If Applicable. • Clean condensate drain pans and lines. • Replace filters. • Check the thermostat operation. • Clean condenser coil. • Lubricate all moving parts. • Measure amps/volts on motors. • Monitor starting capabilities. • Test safety controls. • Tighten electrical connections. • Measure temperature differential in cooling and heat modes.	1.00	\$0.00	\$0.00
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SUB-TOTAL \$9,123.00

TOTAL \$9,123.00

Thank you for choosing The Green Air Group LLC

CUSTOMER AUTHORIZATION

Estimate pricing is valid 30 days from estimate date. Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter this Agreement.

The Green Air Group, LLC CAC1818438 * CFC1434353

Sign here

Date

Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between The Green Air Group, LLC, **CFC1433768**, and **CAC1818438** Customer (the "Agreement"):

1) Customer shall permit Contractor free and timely access to areas, equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.

2) Contractor warrants that the workmanship here under shall be free from defects for thirty (30) days from the date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at the Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3) Contractor may invoice Customer monthly. Customer will promptly pay invoices at the time of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4) Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.

5) In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.

6) In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

7) Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor is **not licensed as a mold assessor or mold remediator** under Florida law and does not provide mold inspection, testing, or remediation services. If visible mold or suspected mold growth is discovered during the course of work, the Contractor will stop work in the affected area and notify the Customer. The Customer is responsible for hiring a **licensed Florida mold assessor or mold remediator** to inspect and address any mold issues before the Contractor resumes work. The Contractor shall be held harmless and shall not be liable for any damages, health issues, or additional costs related to mold, mildew, or microbial growth, whether pre-existing, caused by, or discovered during the performance of work.

8) Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

9) Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous waste or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

10) This Agreement is between Contractor and Customer alone, and neither intends that there be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf. Each of the parties hereto is an independent contractor and neither party is, nor shall one be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

11) These terms and conditions, together with the attached documents, constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where Contractor's headquarters are located, without giving effect to that State's conflicts of laws principle.



Adkins

Air Conditioning & Heating **INC.**
80 Morrison st., Santa Rosa Beach, Fl. 32459

July 2, 2026

Proposal Submitted To:

City Of Freeport (Concession Stand one)
563 Hammock Trail E
Freeport, Fl 32439

Good afternoon,

Good afternoon, this is from a recent request to replace the 3.5-ton 80percent gas furnace system. If you have any If you have any questions, please give me a call.

Option 1: American Standard 14 seer

3.5 ton /80% gas furnace.....\$9,800.00

Condenser model Number5TXCB006AS3HCA

Furnace model Number S8B1B060M4PSAA

Case Coil Model Number5A7A4042A1000A

Scope of Work:

- Lock out and tag out and isolate the refrigerant and electrical circuit.
- Procurement and installation of new equipment as listed.
- Clean and Condition the copper line set for 454-B refrigerant with R-11 flush
- Installation of new Honeywell WIFI thermostat
- Modification of existing drain line to include drain clean out.
- New Drain safety Switch in exiting drain line
- Modification of supply air Plenum to fit new air handler and seal with tape and mastic.
- Perform refrigerant piping modifications to new system.
- Perform Gas Piping modifications to new furnace
- Perform Gas venting Modifications to the New furnace
- New armor-Flex installed at condenser and air handler up to 6 feet.
- Perform high voltage wiring to new system.
- Perform Low voltage wiring modifications to new system.
- Pressures test and vacuum new Line set to 500 microns.
- Start up and test equipment for proper air flow
- General cleanup of work area upon completion of the Job
- All equipment, labor, and basic materials are necessary to complete the project

Our scope Exclude:

- Any other work not mentioned or specifically excluded above.
- Any rotting wood, painting. Cometetic work and sheetrock or tile.
- Any door or door frame
- Any roof work sealing or patching or hole cutting.
- Any tile ceiling or ceiling grid

Warranty: standard equipment warranty: 5 year parts and compressor and 1 year labor

Terms of Payment: 50% down to secure equipment 50% due upon completion

3.5% WILL BE ADDED ON ALL CREDIT CARD TRANSACTION

X Name & Title of Adkins A/C Representative Lee Phillips

X Signature Via Email

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified and payment will be made as outlined above.

X Printed Name: _____

X Authorized Signature: _____

X Date of Acceptance: _____

There will be a 1.5% service charge on all past due balances over 30 days plus court costs and attorney fees as necessary for collection. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon workers, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Note: This Proposal may be re-written by us if not accepted within 30 days.



279 Piney Point Road
Freeport, FL 32439
(850) 835-2330 / (850) 835-0398
odisbrownac@gmail.com

Estimate

ESTIMATE#	1091375422
DATE	06/25/2026
PO#	

CUSTOMER

City Of Freeport
City Of Freeport
P.O. Box 339
Freeport , FL
(850) 835-2822

SERVICE LOCATION

City Of Freeport
City Of Freeport
Sports Concession Stand #1
563 Hammock Trl W
Freeport, Florida 32439
(850) 835-2822

DESCRIPTION

Estimate

Description	Qty	Rate	Total
Installation of a BRYANT 3.5T AC 15 SEER 454B 230-1 Gas Furnace System 4-5 day lead time on system			
*Includes a 1 year workmanship warranty under Odis Brown and a 5 year registered parts only warranty			
Model Numbers: 135SAN04200W / 800SB48070M17 / CVAVA4217XMA	1.00	10,150.00	10,150.00
BRY LEG 3.5T AC 15 SEER 1STG 454B 230-1 FUR 80% 1STG MCT 70K 1600 CFM 17" BRY V COIL 3.5T 17.5" CSD UPFLOW 454B NAO DOUBLE WALL 4" DRAFT CONNECTOR ROUND HAR			
Sales Tax		7.00%	0.00

CUSTOMER MESSAGE

Estimate Total: \$10,150.00

MAINTENANCE AGREEMENT

Odis Brown Refrigeration Service, Inc.

279 Piney Point Road
Freeport, FL 32439
850-835-2330
obacs.maint@gmail.com

A. Customer information

Name _____
Phone number _____
Property address _____
Billing address _____
Email address _____

B. The contractor is to furnish the preventative maintenance services necessary to maintain the heating, cooling, and ventilation systems at their maximum operating efficiency throughout the premises. This service includes 2 inspections annually that are usually done before summer (February/March/April) and before winter (September/October/November).

C. The cost for the first unit is \$65 and each additional unit at the same property is \$60 for each maintenance term.

D. This agreement generally includes, but is not limited to, all labor and materials necessary to perform the following services:

1. Oil and grease all bearings
2. Necessary adjustments to controls, dampers, belts, valves, etc.
3. Clean controls, contacts, condensers, drains, etc.
4. Check filters
5. Check freon levels
6. In the spring, check the cooling system and prepare it for summer operation
7. In the fall, check the heating system and prepare it for winter operation

E. Emergency calls, major repairs, and replacement parts are not included and will be an extra cost. The technician will go over any findings needing your attention.

City of Freeport Agenda Item Summary

Agenda Item Wording:

Sports Complex

Meeting Date: 7/14/26

Date request submitted: 7/6/26

Department making request/name:

Parks Director Charles "Red" Bartlett & Parks Admin Assistant Kaycee Smith

Requested Motion/Action:

Approval for the renewal of the City of Freeport's contract with the Walton County Sheriff's Office.

Agenda

- ☐ Consent
- ☒ Regular
- ☐ Budget
- ☐ Special
- ☐ Workshop

Tab Content
Submitted
with Item?

- ☐ Yes ☒ No
- ☐ N/A

Budgeted Item? ☐ Yes ☐ No ☒ N/A

Item cost: _____ ☐ N/A

Legal Review Needed?

- ☐ Yes ☐ No ☒ N/A

Details on why action is needed.

Background:

**CONTRACT FOR LABOR BETWEEN
CITY OF FREEPORT AND
THE WALTON COUNTY SHERIFF'S OFFICE**

This Contract for Labor Between the City of Freeport, FL and Walton County Sheriff's Office ("Contract") is entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the City of Freeport ("Freeport") and Walton County Sheriff's Office ("Walton"). Freeport and Walton may hereinafter be referred to collectively as the "Parties".

WITNESSETH

WHEREAS, Freeport requests Walton to supply inmate laborers ("Work Detail") to provide labor for general outdoor maintenance and landscaping in the geographic boundaries of Freeport ("Work"); and

WHEREAS, this Contract is entered into pursuant to Section 287.057(3)(e)(12) Florida Statutes, which authorizes services or commodities provided by governmental entities to be procured without receipt of sealed competitive bids or competitive sealed proposals; and

WHEREAS, Walton is a qualified and willing participant with Freeport, to provide inmates for labor, who are under Walton's custody; and

WHEREAS, it is in the best interest of the public that Walton and Freeport enter into this Contract for the purpose of establishing the terms whereby Walton will provide Freeport's requested Work Detail from Walton.

THEREFORE, in consideration for the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the Parties hereby agree as follows:

I. RECITALS. The foregoing Recitals are true, correct, and incorporated herein by reference.

II. CONTRACT TERM, RENEWAL, AND TERMINATION.

A. Contract Term. This Contract shall commence on the Effective Date as set forth above and shall remain in full force and affect for a term of one (1) year beginning on the Effective date and terminating on the _____ day of _____ 2027 (the "Initial Contract Period").

B. Contract Renewal. Freeport shall have the option to renew this Contract after the Initial Contract Period for an additional one-year period. To exercise the renewal option Freeport must not be in default of this Contract and must provide notice of its intent to renew sixty (60) days before the end of the Initial Contract Period.

C. Contract Termination/Default. This Contract may be terminated without cause by either party upon no less than thirty (30) calendar days' written notice to the non-terminating party, unless a lesser time is mutually agreed to by both Parties. Notice shall be delivered by

certified mail (return receipt request), by other method of delivery whereby an original signature is obtained, or in-person with signed proof of delivery.

III. SCOPE OF SERVICE.

A. Rules and Regulations. All services under this Contract shall be provided in accordance with all applicable federal and state laws, rules and regulations, and the Florida Model Jail Standards rules and procedures. All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this Contract.

B. Communications between the Parties. Communications between the Parties under this Contract shall be in the three (3) following forms: Routine Communication, Informal Communication and Formal Communication. For the purposes of this Contract, the following definitions shall apply:

(1) *Routine Communication:* All normal written communication generated by either party relating to service delivery. Routine communications must be acknowledged or responded to within thirty (30) calendar days of receipt.

(2) *Formal Communication:* Same definition as Informal Communication but shall be more limited in nature and usually reserved for significant issues such as breach of Contract, failure to provide satisfactory performance, assessment of financial consequences, or Contract termination. Formal Communication shall also include requests for changes in the scope of the Contract and billing adjustments. Formal Communication must be acknowledged at the time of receipt and responded to within seven (7) days of receipt. The only persons authorized to use Formal Communications under this Contract are the Contract Manager, Contract Administrator, or Contract Coordinator who are as follows: Major Taylor Park is the Contract Coordinator for Walton and Mayor Russ Barley is Contract Coordinator for Freeport. Any other persons authorized to utilize Formal Communication under this Contract (“Designees”) must be agreed upon by both Parties and designated in writing within ten (10) calendar days of Effective Date of this Contract. Any subsequent changes to Designees must be provided in writing to the Contract Manager, Contract Administrator, or Contract Coordinator prior to issuance of any Formal Communication from the changed Designee or authorized representative.

(3) *Informal Communication:* Special written communication deemed necessary based upon either contract compliance or quality of service issues. Informal Communication must be acknowledged or responded to within fifteen (15) calendar days of receipt. Persons authorized to use Informal Communication shall include all persons designated in subparagraph (3) above, and, in addition, shall include any other persons so designated in writing by the Parties.

(4) *Responses to Formal and Informal Communication:* The Contract Coordinator shall respond to Informal and Formal Communications by facsimile or email, with follow-up by hard copy mail.

C. **Urgent and Non-Urgent Administrative Issues.** In the event of an urgent administrative issue, Freeport shall make contact with Walton and Walton shall verbally respond to the Contract Manager within two (2) hours. In the event of a non-urgent administrative issue, Freeport shall make contact with Walton and Walton shall verbally respond to the Contract Manager within forty-eight (48) hours.

D. **Request for Information/Records.** Walton 's Designee shall respond to inquiries from Freeport by providing all information or records that Freeport deems necessary to respond to inquiries, complaints or grievances from or about inmates within three (3) business days of receipt of the request.

E. **Freeport's Responsibilities.**

(1) Freeport will pay Walton \$58,972.00 annually, to be paid in monthly installments. Freeport will make payments of \$4,914.34 per month, the first of which will be made immediately upon the execution of this Contract.

(2) Freeport will provide all tools, equipment, supplies, and materials required by the Work Detail to complete the assigned Work.

(3) Freeport will provide the Work Detail all personal safety and work items, which include but are not limited to gloves, boots, hard hats, and hearing protection to complete the assigned Work.

(4) Freeport will provide all necessary licenses and permits required to complete the Work.

(5) At the beginning of each month, Freeport will provide Walton's designee a schedule of Work to be completed for that month.

(6) Freeport shall be responsible for the cost of all emergency care, emergency air ambulance, or land ambulance transportation while the Work Detail is performing the Work.

F. **Walton's Responsibilities.**

(1) Walton will provide Freeport a Work Detail minimum of two (2) up to six (6) inmate laborers:

A. Four (4) days a week, Monday through Thursday of each week during the months of April through September.

a. Excluding observed holidays.

B. Two (2) days and maximum of three (3) days Monday through Thursday of each week during the months of October through March.

a. Excluding observed holidays and the weeks of Thanksgiving and Christmas.

(2) Walton will provide one Deputy Sheriff who will be responsible for security and onsite supervision of the Work Detail. The onsite supervisor may count towards the inmate head count to reach the minimum requirements if two (2) inmate workers are not available. The onsite supervisor will assist with work performed when counted towards the two (2) inmate minimum.

(3) Walton will provide a van, a trailer, and transportation for the Work Detail to the designated Work area.

(4) Walton will provide clothing, food, and drinks for the Work Detail.

(5) Walton will provide insurance for the Work Detail, the Deputy Sheriff, the van and trailer.

(6) Walton will be responsible to coordinate all non-emergency medical care services for the Work Detail.

IV. **COMPENSATION.**

A. Payment. Freeport shall compensate Walton for services as specified in Section III, SCOPE OF SERVICE, as follows: (1) Freeport will pay Walton the sum of \$4,914.34 per month for the term of the Contract. Due date for each payment will be the 1st day of each calendar month; (2) After the Initial Contract Period, Walton shall have the right to adjust the rate of compensation if Walton deems an adjustment necessary. If a rate adjustment is desired, Walton shall submit a request to Freeport at least sixty (60) days before the expiration of the Initial Contract Period.

(1) *Delinquent Payment.* If not paid on the 1st, payment shall be considered overdue and delinquent on the 2nd day of each calendar month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Walton may exercise for Freeport's failure to timely pay the monthly payment.

(2) *Prorated Payment.* In the event that the commencement date is not the 1st of the calendar month, payment remitted on the commencement date shall be prorated based on a 30-day period.

B. Submission of Invoices. Walton shall submit monthly invoices, in detail sufficient for a proper pre-audit and post-audit thereof to:

City of Freeport
Attn: Russ Barley, Mayor
112 Highway 20 West
Freeport, FL 32439

C. Official Payee. The name and address of the official payee to whom payment shall be made is as follows:

Walton County Sheriff's Office
Attn.: Finance
10 Sheriff Circle Road
DeFuniak Springs, FL 32433

D. Timeframes for Payment and Interest Penalties. Upon execution of this Contract by all parties', payment is due and owing.

V. CONTRACT REPRESENTATIVES, MANAGERS & ADMINISTRATORS.

A. Contract Representatives. The Contract Representatives are responsible for administration and performance under this Contract.

(1) Freeport Contract Representative.

Russ Barley, Mayor
City of Freeport
112 Highway 20 West
Freeport, FL 32439
mayor@freeportflorida.gov

(2) Walton Contract Representative.

Taylor Park, Major
Walton County Sheriff's Office
40 Sheriff Circle
DeFuniak Springs, FL 32439

VI. MISCELLANEOUS PROVISIONS.

A. Liability. Subject to any claim of sovereign immunity, each Party to this Contract shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Contract to the extent permitted by law.

B. Records. The Parties acknowledge that this Contract and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy as provided by law give the non-complying party seven (7) days written notice and opportunity to cure., If the non-complying party fails to allow access to such documents, terminate this Contract.

C. Assignment. The Contract, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

D. Headings. Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

E. Survival. All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Contract, shall survive the termination of this Contract.

F. Interpretation. For the purpose of this Contract, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

G. Severability. The invalidity or non-enforceability of any portion or provision of this Contract shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract and the balance hereof shall be construed and enforced as if this Contract did not contain such invalid or unenforceable portion or provision.

H. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Contract.

I. Contract Modification. Unless otherwise stated herein, modifications to the provisions of this Contract shall be valid only through execution of a formal Contract amendment signed by both Parties.

J. Notices. All notices required to be given under this Contract shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Freeport:
Russ Barley, Mayor
City of Freeport
112 Highway 20 West
Freeport, FL 32439
mayor@freeportflorida.gov

Walton:
Major Taylor Park, Jail Director
Walton County Sheriff's Office
40 Sheriff Circle
DeFuniak Springs, FL 32439

K. Prior Agreements Superseded. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated

upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed by both Parties with the same formality and of equal dignity herewith.

L. Governing Law. The Contract shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Contract shall be instituted and prosecuted in the courts of Walton County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

N. Dispute Resolution. In the event of any controversy or claim arising out of or relating to this Contract, or a breach thereof, the Parties shall first attempt to settle the dispute by mediation. If settlement is not reached within sixty (60) days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by mediation. The number of mediators shall be one. The place of mediation shall be DeFuniak Springs, Florida. Florida law shall apply. Judgment on the award rendered by the mediator may be entered in any court having jurisdiction thereof. The complaining party shall notify the other Party in writing to submit the matter to mediation.

M. No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Contract shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

IN WITNESS WHEREOF, the duly authorized representatives of the parties set their hands and seals this day and year first written above.

FREEPORT:

Witness

City of Freeport, Florida, a Political subdivision of the State of Florida acting through its duly authorized city council signing by and through its Mayor.

Witness

By: _____
Russ Barley, Mayor

City Council Approved: _____

WALTON:

Witness

Walton County Sheriff's Office

By: _____
Major Taylor Park

Witness

City of Freeport Agenda Item Summary

Agenda Item Wording:
Sports Complex

Meeting Date: 7/14/26
Date request submitted: 7/6/26

Department making request/name:

Parks Director Charles "Red" Bartlett & Parks Admin Assistant Kaycee Smith

Requested Motion/Action:

Approval of Coastal Elite Baseball Tournament on August 22-23, 2026. For Fields 1, 2, 4, and 5.

Agenda

- ☐ Consent
- ☒ Regular
- ☐ Budget
- ☐ Special
- ☐ Workshop

Tab Content
Submitted
with Item?

- ☒ Yes ☐ No
- ☐ N/A

Budgeted Item? ☐ Yes ☐ No ☒ N/A

Item cost: _____ ☐ N/A

Legal Review Needed?

- ☐ Yes ☐ No ☒ N/A

Details on why action is needed.

Background:

City of Freeport Agenda Item Summary

Agenda Item Wording:
Sports Complex

Meeting Date: 7/14/26
Date request submitted: 7/6/26

Department making request/name:

Parks Director Charles "Red" Bartlett & Parks Admin Assistant Kaycee Smith

Requested Motion/Action:

Approval for the 2026 Freeport High School Homecoming Parade

Agenda

- ☐ Consent
- ☒ Regular
- ☐ Budget
- ☐ Special
- ☐ Workshop

Tab Content
Submitted
with Item?

- ☒ Yes ☐ No
- ☐ N/A

Budgeted Item? ☐ Yes ☐ No ☒ N/A

Item cost: _____ ☐ N/A

Legal Review Needed?

- ☐ Yes ☐ No ☒ N/A

Details on why action is needed.

Background:

The Homecoming Parade will be on 10/23/26. It will be the same route as last year.

**CITY OF FREEPORT
SPECIAL EVENTS PERMIT APPLICATION - CONTINUED**

Property Owner Information

Property's 911 Address: 12615 BUS HWY 331 Freeport, FL 32439

Driving Directions to Event Site from Freeport City Hall - 112 Highway 20 West:

From FLC (OLD FMS) to HWY 20 to 83A
(Bay loop) to New FMS

* Parade ends at shipyard

* Floats unload at New FMS

Intended Use of Property / Reason for Event:

Homecoming Parade

Will this event allow the sale and/or service of alcoholic beverage? ☐ Yes ☒ No

Will this event utilize music, loudspeakers, or sound systems? ☒ Yes ☐ No

If yes, please specify: Band

Event Date(s): 10/23 Anticipated Crowd Size: _____

Is the event open to the public? ☒ Yes ☐ No

What restroom facility arrangements are being made? N/A

What first aid arrangements are being made? N/A - WCSO + WCFD

What parking arrangements are being made? N/A

What security arrangements are being made? WCSO

CITY COUNCIL:

Tracey Dickey
Elizabeth Brannon
Eddie Farris
Heather Hurst
Elizabeth Haffner

CITY MANAGER:

Mark Martin

**MAYOR:**

Russ Barley

CITY CLERK:

Rebecca King

112 State Hwy 20 West

Freeport, FL 32439

Phone: (850) 835-2822

Fax: (850) 835-3137

www.freeportflorida.gov

**CITY OF FREEPORT
SPECIAL EVENTS PERMIT APPLICATION
Council Approved 09122023**

Name of Proposed Event: FHS Homecoming Parade

Event Date(s) & Hours of Operation: 10/23/24 1:30-2:30

Application Date: 6/15/26 Application due 45 days in advance of event

Name of Permit Applicant: Freeport H.gh School - Russell Phillips

Applicant Information

Applicant's Mailing Address: 17615 Bus Hwy 331
Freeport, FL
32439

Applicant's Phone Number: 850-892-1200 Fax Number: _____

Applicant's Cell Phone: 850-865-0772 E-Mail address: russell.phillips@walton.k12.fl.us

Property Owner Information

Property Owner Name (submit proof of ownership): Freeport H.gh School

Property Owner's Mailing Address: 17615 Bus Hwy 331
Freeport, FL
32439

Property Owner's Phone Number: 850-892-1200 Fax: _____

Property Owner's Mobile: 850-865-0772 E-Mail: russell.phillips@walton.k12.fl.us

Parcel Identification Number: _____
(from Walton County Property Appraiser Website)

REQUIRED SUBMITTALS*

1. If event requires road closures, coordination and approval must be made with the Walton Council Sheriff's Office and Florida Department of Transportation (for state roads) prior to submission of application. Proof of approval **MUST BE** submitted with application to be considered.
2. Proof of Ownership (recorded deed, mortgage agreement, or deed contract)
3. Notarized letter from Property Owner granting permission for individual listed to conduct specified event at the specified location if applicant is other than the property owner.
4. Current, valid Property development order for premises or Certificate of Occupancy for structures.
5. Site plan showing set-up of special event/vending operation including but not limited to structures, parking areas, setbacks) 25 feet front, 20 feet rear, 10 feet sides), and various activities to take place during event.
6. Application fee: \$250.00 payable to the City of Freeport.
7. Temporary signage permits available through the Freeport Planning Department.
8. Proof of Liability Insurance.
9. Food handlers license from all food vendors including permanent restaurant facilities.
10. For events serving alcohol, an approved temporary license from DBPR's Division of Alcoholic Beverages and Tobacco, is required.

*The City of Freeport reserves the right to request additional information which may be necessary for the review and completion of this application.

SPECIAL EVENT PERMITS ARE VALID FOR A MAXIMUM OF FIVE DAY(S) INCLUDING THE DAY OF THE EVENT, TO TWO DAYS PRIOR TO THE EVENT FOR SET-UP AND TWO DAYS FOLLOWING THE EVENT FOR BREAK DOWN AND CLEAN UP

837.06 False official statements: Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree.

I have read and understand that the Freeport City Council has final discretion regarding special event permits, and that the City may impose limitations or conditions regarding the special event, will be stated on the Special Event Permit issued by the City.

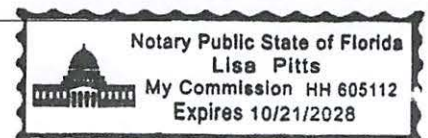
I understand that the Applicant will be held responsible for reasonable cleanup/repair of the event site following the event. Should the site be left in an unsatisfactory nuisance condition after the event, that should the City find it necessary to conduct cleanup and/or repair following the event, the Applicant will be billed for the City's labor and materials to conduct the cleanup/repair.

Applicant Signature: Russell Phillips Date: 6/15/20
Applicant Printed Name: Russell Phillips

State of FL County of Walton

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this 15th day of June, 2020

Notary Signature: Lisa Pitts Printed Name: Lisa Pitts
Personally Known: ☒ (or) Produced the following as Identification: _____



Google Maps



Map data ©2025 Google 1000 ft

Google Maps



Parade Route Detour

Map data ©2025 Google 1000 ft

City of Freeport Agenda Item Summary

Agenda Item Wording:

Ronnie Brannon Park Crosswalk Option

Meeting Date: 7/14/26

Date request submitted: 7/1/26

Department making request/name:

Planning & Zoning

Requested Motion/Action:

Review and Direction from City Council.

Agenda

- ☐ Consent
- ☒ Regular
- ☐ Budget
- ☐ Special
- ☐ Workshop

Tab Content
Submitted
with Item?

- ☒ Yes ☐ No
- ☐ N/A

Budgeted Item? ☐ Yes ☒ No ☐ N/A

Item cost: \$67,000 +/- ☐ N/A

Legal Review Needed?

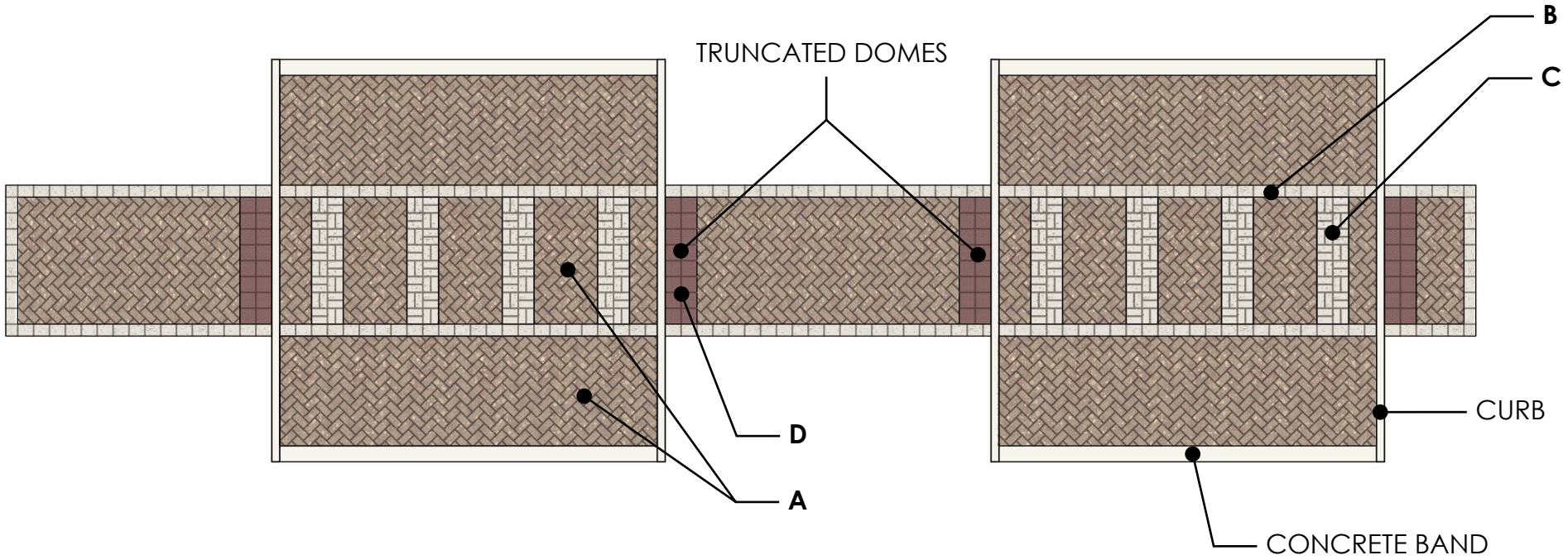
- ☐ Yes ☒ No ☐ N/A

Details on why action is needed.

Background:

The Engineer of Record (Innerlight dba Pape-Dawson) designing the Ronnie Brannon Park has submitted a suggestion from the landscape architect/designer showing an option to use brick patterns as crosswalk materials. This option adds an unanticipated costs of around \$67,000. Staff is looking for review and direction from the City Council.

CROSSWALK TYPE ONE



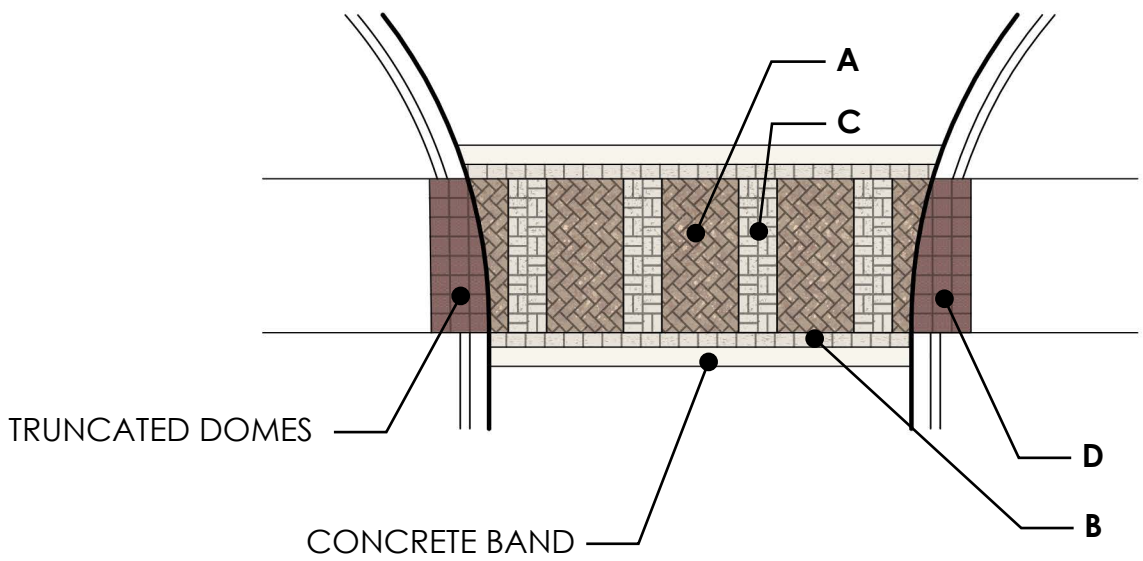
A - MAIN PAVERS
PAVER: QUATTRO, 6" x 12" x 3"
COLOR: HBL-770
PATTERN: HERRINGBONE
TOTAL AREA: 3,300 s.f.

B - BORDER
PAVER: RIVERSIDE, 9" x 12" x 3"
COLOR: HRS-15
PATTERN - RUNNING BOND
TOTAL AREA: 729 s.f.

C - CROSSWALK STRIPE
PAVER: RIVERSIDE, 6" x 12" x 3"
COLOR: HRS-15
PATTERN: BASKET WEAVE
TOTAL AREA: 768 s.f.

D - TRUNCATED DOMES
PAVER: ADA, 12" x 12" x 3"
COLOR: A-80
PATTERN: STACKED BOND
TOTAL AREA: 480 s.f.

CROSSWALK TYPE TWO



INSTALLATION METHODS

NON VEHICULAR AREAS: 3" Sand Set
VEHICULAR AREAS: 3" Bituminous/Thinset/Mortar Set



WAUSAU TILE QUOTATION

Bill To: **Pape-Dawson**
0 315 Woodland St
Nashville, TN 37206

Ship To: Ronnie Brannon Park
Ronnie Brannon Park
Freeport, FL 32439

Quote Number: **Q87824A**

Quote Date: May 14, 2026

Price Valid for: 30 days

Terms: **PRE PAY**

Attention: **Meaghan Lessley**
Meaghan.Lessley@pape-dawson.com
615.244.8591

Project: **Ronnie Brannon Park Crosswalk**

Sales Person: Jason Sliwicki
jason@colbyassoc.com
(715) 921-5700

Line	Product	Description	Quantity	UOM	Weight	Price	Total
1	HBL-770	6" X 12" X 3" THICK NOMINAL HBL-770, QUATTRO SERIES. SOLD IN PALLETS OF 72 SF.	3,312	SF	38.00	\$10.31	\$34,146.72
2	HRS-15	9" X 12" X 3" THICK NOMINAL HRS-15, RIVERSIDE SERIES. SOLD IN PALLETS OF 72 SF.	792	SF	38.00	\$13.86	\$10,977.12
3	HRS-15	6" X 12" X 3" THICK NOMINAL HRS-15, RIVERSIDE SERIES. SOLD IN PALLETS OF 72 SF.	792	SF	38.00	\$14.21	\$11,254.32
4	ADA A-80	12" X 12" X 3" THICK NOMINAL A-80, BLASTED BRICK RED. SOLD IN PALLETS OF 76 SF. (3" THICKNESS IS TO THE TOP OF THE DOME, ADDITONAL BASE MATERIAL WILL BE NEEDED TO MAKE DOMES PROTRUDE FROM SURROUNDING PAVERS.)	532	SF	38.00	\$19.91	\$10,592.12

Total Weight: 206,264 lbs Item Total: \$66,970.28

Freight included in sf cost

Please refrain from paying based on the Quote.
Kindly wait for your Order Invoice before
making any payments. Thank you.

Sales Tax: **TBD***

TOTAL PRICE: \$66,970.28

* Sales Tax will be calculated at time of Order

P: 800.388.8728 | E: wtile@wausautile.com | WAUSAUTILE.COM

WAUSAU TILE
QUOTATION

Bill To: **Pape-Dawson**

Quote Number: **Q87824A**

Terms & Conditions

1. Upon agreement of a Purchase Order, or contract, the product quoted will need to be produced and shipped within a six month time period. Any quote or project that extends beyond this time frame due to delays outside of Wausau Tile's control, will have a change order issued with all applicable surcharges or price increases that have occurred, prior to shipment of the product.
2. Wausau Tile's offer to sell our products is expressly limited to acceptance of the terms set forth in this Standard Terms of Sale Agreement (Agreement). Terms that are additional to, conflicting with or different from those set forth in this Agreement are rejected unless expressly accepted in writing and signed by a corporate officer or a credit department representative of Wausau Tile.
3. This proposal is valid for (30) days. All quotes older than (30) days will require a new bid prior to Wausau Tile accepting a Purchase Order, or Contract.
4. Wausau Tile standard purchase and warranty terms apply as stated under Terms of Sale on Wausau Tile's website. A copy of the Terms of Sale is available at upon email request to: wtile@wausautile.com or visit <https://wausautile.com/Content/Terms-of-Sale--Warranty.cfm>.
5. All purchase orders submitted to Wausau Tile are subject to review and processing under our established guidelines. Please note that Wausau Tile does not sign purchase orders valued under \$100,000. Purchase orders meeting or exceeding \$100,000 will require additional review and approval by designated company representatives.
6. The purchase order ("contract") and payment should be made out to Wausau Tile.
7. To expedite shipment, please include an address for billing and an address for delivery.
8. This is a materials only bid. Prices are based on square footage or units as listed above, and subject to change if there are any increases or decreases of quantities to the project.
9. 30% down payment is required on all custom or modified products, orders with material values over \$100,000 and when placing your first order with Wausau Tile. Down payments are due prior to production, orders will not be scheduled until payment is received.
10. Field measurements, specifications and quantity confirmation are responsibilities of the customer.
11. Freight rate shown is an estimate based on today's rates. Actual freight cost will be calculated and invoiced at the time of shipment. Delivery is for one location only unless noted in bid.
12. Customer will be notified when product is ready for delivery. Storage charges apply if customer delays shipment more than 30 days after notice.
13. All cancelled/returned orders must receive prior written approval from a Wausau Tile sales representative.
14. Unloading, assembly, and installation are the responsibility of the customer or its consignee.
15. Materials must be unloaded within 2 hours of arrival or customer will be charged for hold-over at the rate of \$250/hour.
16. Wausau Tile standard purchase and warranty terms apply as stated under Terms of Sale on Wausau Tile's website. A copy of the Terms of Sale is available upon email request to: wtile@wausautile.com.
17. Sales or use tax is customer's responsibility and due as part of the payment to Wausau Tile before shipping occurs unless a properly executed tax exempt certificate is provided to Wausau Tile. Deliver the tax exempt certificate by email to accounting@wausautile.com or provide an original by mail if required by state law.
18. Federal Contracting Compliance and CA Transparency in Supply Chains Act is available on Wausau Tile's website.
19. A 3% surcharge / fee will be added to all invoices paid by credit card.
20. Wisconsin law controls interpretation of this quote and any contract term or condition.
21. Customer's remedies against Wausau Tile are limited to amounts paid under the contract. Consequential damages are excluded for commercial or economic loss.
22. (A) This escalator clause is an essential and requisite clause without which the quoted prices would be substantially higher. Wausau Tile relies on stable prices relating to raw materials and supplies from third-parties (collectively "third-party materials") in preparing this quote. It is a basic assumption to this quote that cost of third-party materials, in whole or in part, at the time of contracting will not exceed an increase of five percent on or before the date of production. In the event an increase in the cost of third-party materials purchased after the date of contracting exceeds five percent of the cost of same third-party materials available on the date of contracting, the Customer agrees to pay for the increased cost in addition to the contract price. (B) The adjusted price increase under the escalator clause will be effective the same day as Wausau Tile's written notice of escalator clause and price increase is delivered by email to the Customer. (C) Customer shall pay Wausau Tile for deliveries of quantities scheduled under the contract for delivery before the effective date of the escalator clause adjusted price increase and pay the increased contract price for deliveries of quantities scheduled under the contract delivered after the effective date of the escalator clause adjusted price increase. (D) Escalator clause price increases in materials will be confidentially verified by Wausau Tile to Customer in writing without documented disclosure of quotes, invoices, or receipts unless produced within the sole discretion of Wausau Tile.
23. Wausau Tile's non-delivery or delay in delivery, in whole or in part, is not a breach of duty if performance as agreed at the time of contracting has been made impracticable because the cost of third-party materials to manufacture the contracted goods, in whole or in part, on or before the date of production is increased more than five percent above the cost of third-party materials available at the time of contracting. Where delivery of contracted goods is delayed or cannot be performed because of the shortage or unavailability of third-party materials used to manufacture the contracted goods, Wausau Tile shall not be liable for any costs or damages associated with such delay or non-performance.
24. Wausau Tile retains the express right to suspend or terminate the contract due to a force majeure event. A force majeure event is any event or circumstance beyond the control of Wausau Tile including but not limited to epidemic and quarantine identified by county, state, or federal government authorities, government action that shutdowns supply chains, manufacturing or distribution, natural disaster, act of God, flood, tornado, hurricane, and

P: 800.388.8728 | E: wtile@wausautile.com | WAUSAUTILE.COM

WAUSAU TILE
QUOTATION

Bill To: **Pape-Dawson**

Quote Number: **Q87824A**

cybersecurity incident.

25. Acceptance: Acceptance occurs upon the earlier of: (a) date the product is installed, (b) date the product is used, or (c) five calendar days after delivery. Customer and/or its agent shall provide Wausau Tile with written notice of any defect as well as notice of any claim under Wausau Tile's limited warranty before product installation takes place.

26. Any receipt of PO not shipped within (6) months is subject to a 1.1% escalator pricing adjustment per month until shipment leaves.

27. Last updated 11/26/25 (bg)

Customer Approval Signature

Date: _____ for: \$66,970.28

Wausau Tile Signature

Jason Sliwicki, Sales Person

P: 800.388.8728 | E: wtile@wausautile.com | WAUSAUTILE.COM

City of Freeport

Agenda Item Summary

Agenda Item Wording:

2 A/C units for Wastewater Control Rooms

Meeting Date: 07/14/2026

Date request submitted: 07/09/2026

Department making request/name:

Wastewater Supervisor Johnson

Requested Motion/Action:

Agenda

- ☐ Consent
- ☒ Regular
- ☐ Budget
- ☐ Special
- ☐ Workshop

Tab Content
Submitted
with Item?

- ☒ Yes ☐ No
- ☐ N/A

Budgeted Item? ☐ Yes ☐ No ☒ N/A

Item cost: _____ ☒ N/A

Legal Review Needed?

- ☐ Yes ☐ No ☒ N/A

Details on why action is needed.

Background:

Mills: \$33,500.00

Odis Brown: \$23,250.00

Green Air: Quote 1 \$11,952.00

Quote 2: \$24,588.00



Phone: 850-862-4796 • 850-234-8177
Email: josh@millshvac.com • Fax: 850-302-0390
www.millshvac.com • License No. CMC1821128

Proposal

Date: 7/9/26

To: Jenifer Rogers

Email Address: jrogers@freeportflorida.gov

Service Address: 718 Earl Godwin Rd. Freeport FL - MOTOR CONTROL ROOM

Labor and materials to install 2 Carrier Crossover Inverter 5 ton, R454B Systems. Price includes the Following:

- Ecobee Lite Wifi Thermostats
- 2 - 5ton Carrier Inverter Crossover Systems
- New Fiberboard Plenums with Grilles to throw the air across the room
- New Copper Refrigeration Linesets
- Air Handler Stands
- Auxiliary Drain Pans
- Drain safety switches
- Condensate Drains
- Condenser Pads
- System Start Up

*** Owner is responsible for supplying power the new indoor and outdoor equipment locations ***

Model #'s:

Outdoor Unit: 37MURAQ60AA3 (X2) – Electrical Spec: 208/230 1ph - 40 Amp Breaker

Indoor Unit: 45MUAAQ60XX3 (X2) – Electrical Spec: 208/230 1ph - 15 Amp Breaker

Warranty:

5 Year Manufacture Compressor

1 Year Manufacture Parts

1 Year Labor

Total Investment: \$33,500.00

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. I authorize Mills Heating & Air to complete work as specified. I agree to pay, in full, the amount listed above within **30 days** of the installation.

Signature:

Date of Acceptance:

If you have any questions concerning this proposal, please feel free to contact me.

Sincerely,

Josh Campbell
Installation Manager
CELL: 850-685-6947

TERMS OF PROPOSAL: All proposals are valid for 15 days. All material is guaranteed to be as specified and work will be completed in a professional manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by worker's compensation insurance.



279 Piney Point Road
Freeport, FL 32439
(850) 835-2330 / (850) 835-0398
odisbrownac@gmail.com

Estimate

ESTIMATE# 1091367799

DATE 06/25/2026

PO#

CUSTOMER

City Of Freeport
City Of Freeport
P.O. Box 339
Freeport, FL
(850) 835-2822

SERVICE LOCATION

City Of Freeport
City Of Freeport
Waste Water Treatment Plant
718 Earl Godwin Road
Freeport, FL 32439
(850) 835-2822

DESCRIPTION

Estimate 1

Description	Qty	Rate	Total
Installation of a 5 ton 14.3seer2 Ruud Heat Pump Package Unit *Customer will be responsible for running electrical for units AND cutting concrete for the ductwork. **Price does include duct for these units.	2.00	9,875.00	19,750.00
Model Number: RHPBYB060AJT000NAAUA			
Sales Tax		7.00%	0.00

CUSTOMER MESSAGE

Please be advised invoices or jobs totaling up to or over \$1000 require a 50% deposit prior to installing parts/systems.
All quotes are valid for 15 days.

Estimate Total: \$19,750.00

Estimate 2

Description	Qty	Rate	Total
Tear Out of Old Duct and Installation of New Duct System	1.00	3,500.00	3,500.00
Sales Tax		7.00%	0.00

CUSTOMER MESSAGE

Please be advised invoices or jobs totaling up to or over \$1000 require a 50% deposit prior to installing parts/systems.
All quotes are valid for 15 days.

Estimate Total:**\$3,500.00**



The Green Air Group LLC
5917 State Hwy 20E, Freeport, Florida 32439 United States
(850) 608-3065
CFC1434353
CAC1818438
customerservice@greenairgroup.com

BILL TO

Freeport Waste Water
718 Earl Godwin Road
Freeport, FL 32439 USA

ESTIMATE
142897447

ESTIMATE DATE
Jul 01, 2026

JOB ADDRESS

Freeport Waste Water
718 Earl Godwin Road
Freeport, FL 32439 USA

Project: 142511063

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
HVACInstall	System Specifications: • 3 Ton Innovair Mini Split System • 1 Year Labor- Full System • 5 Years Parts - Full System • 5 Year Compressor Warranty • 18.5 SEER2 Scope of Work - • Procurement and installation of new Innovair equipment - Outdoor Heat Pump & Indoor Wall Mounted Unit • Remove and dispose of old equipment, general cleanup of work area upon completion • Set condenser to concrete pad - Make all refrigerant, electrical and condensate connections • Install wall mounted unit - Make all refrigerant, wiring & condensate connections • Start and test unit for proper operation • All equipment, labor, and basic material necessary to complete the project during standard business hours	2.00	\$5,976.00	\$11,952.00

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$11,952.00
TOTAL	\$11,952.00

Thank you for choosing The Green Air Group LLC

CUSTOMER AUTHORIZATION

Estimate pricing is valid 30 days from estimate date. Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter this Agreement.

The Green Air Group, LLC CAC1818438 * CFC1434353

Sign here

Date

Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between The Green Air Group, LLC, **CFC1433768**, and **CAC1818438** Customer (the "Agreement"):

1) Customer shall permit Contractor free and timely access to areas, equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.

2) Contractor warrants that the workmanship here under shall be free from defects for thirty (30) days from the date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at the Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3) Contractor may invoice Customer monthly. Customer will promptly pay invoices at the time of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4) Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.

5) In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.

6) In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

7) Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor is **not licensed as a mold assessor or mold remediator** under Florida law and does not provide mold inspection, testing, or remediation services. If visible mold or suspected mold growth is discovered during the course of work, the Contractor will stop work in the affected area and notify the Customer. The Customer is responsible for hiring a **licensed Florida mold assessor or mold remediator** to inspect and address any mold issues before the Contractor resumes work. The Contractor shall be held harmless and shall not be liable for any damages, health issues, or additional costs related to mold, mildew, or microbial growth, whether pre-existing, caused by, or discovered during the performance of work.

8) Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

9) Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous waste or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

10) This Agreement is between Contractor and Customer alone, and neither intends that there be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf. Each of the parties hereto is an independent contractor and neither party is, nor shall one be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

11) These terms and conditions, together with the attached documents, constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where Contractor's headquarters are located, without giving effect to that State's conflicts of laws principle.



The Green Air Group LLC
5917 State Hwy 20E, Freeport, Florida 32439 United States
(850) 608-3065
CFC1434353
CAC1818438
customerservice@greenairgroup.com

BILL TO

Freeport Waste Water
718 Earl Godwin Road
Freeport, FL 32439 USA

ESTIMATE
142906718

ESTIMATE DATE
Jul 01, 2026

JOB ADDRESS

Freeport Waste Water
718 Earl Godwin Road
Freeport, FL 32439 USA

Project: 142511063

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
HVACInstall	System Specifications: • 3 Ton Mitsubishi Mini Split System • 1 Year Labor- Full System • 5 Years Parts - Full System • 5 Year Compressor Warranty • 18.5 SEER2 Scope of Work - • Procurement and installation of new Mitsubishi equipment - Outdoor Heat Pump & Indoor Wall Mounted Unit • Remove and dispose of old equipment, general cleanup of work area upon completion • Set condenser to concrete pad - Make all refrigerant, electrical and condensate connections • Install wall mounted unit - Make all refrigerant, wiring & condensate connections • Start and test unit for proper operation • All equipment, labor, and basic material necessary to complete the project during standard business hours	2.00	\$12,294.00	\$24,588.00

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$24,588.00
TOTAL	\$24,588.00

Thank you for choosing The Green Air Group LLC

CUSTOMER AUTHORIZATION

Estimate pricing is valid 30 days from estimate date. Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter this Agreement.

The Green Air Group, LLC CAC1818438 * CFC1434353

Sign here

Date

Terms and Conditions

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1) Customer shall permit Contractor free and timely access to areas, equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.

2) Contractor warrants that the workmanship here under shall be free from defects for thirty (30) days from the date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at the Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3) Contractor may invoice Customer monthly. Customer will promptly pay invoices at the time of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4) Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.

5) In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.

6) In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

7) Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor is **not licensed as a mold assessor or mold remediator** under Florida law and does not provide mold inspection, testing, or remediation services. If visible mold or suspected mold growth is discovered during the course of work, the Contractor will stop work in the affected area and notify the Customer. The Customer is responsible for hiring a **licensed Florida mold assessor or mold remediator** to inspect and address any mold issues before the Contractor resumes work. The Contractor shall be held harmless and shall not be liable for any damages, health issues, or additional costs related to mold, mildew, or microbial growth, whether pre-existing, caused by, or discovered during the performance of work.

8) Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

9) Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous waste or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

10) This Agreement is between Contractor and Customer alone, and neither intends that there be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf. Each of the parties hereto is an independent contractor and neither party is, nor shall one be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

11) These terms and conditions, together with the attached documents, constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where Contractor's headquarters are located, without giving effect to that State's conflicts of laws principle.

City of Freeport

Agenda Item Summary

Agenda Item Wording:

Employee of the Month

Meeting Date: 07/14/2026

Date request submitted: 06/26/2026

Department making request/name:

Mayor Barley

Requested Motion/Action:

Agenda

- ☐ Consent
- ☒ Regular
- ☐ Budget
- ☐ Special
- ☐ Workshop

Tab Content
Submitted
with Item?

- ☐ Yes ☒ No
- ☐ N/A

Budgeted Item? ☐ Yes ☐ No ☒ N/A

Item cost: _____ ☒ N/A

Legal Review Needed?

- ☐ Yes ☐ No ☒ N/A

Details on why action is needed.

Background:

City of Freeport Agenda Item Summary

Agenda Item Wording:
Supervisor of the Quarter

Meeting Date: 07/14/2026
Date request submitted: 06/26/2026

Department making request/name:

Mayor Barley

Requested Motion/Action:

Agenda

- ☐ Consent
- ☒ Regular
- ☐ Budget
- ☐ Special
- ☐ Workshop

Tab Content
Submitted
with Item?

- ☐ Yes ☒ No
- ☐ N/A

Budgeted Item? ☐ Yes ☐ No ☒ N/A

Item cost: _____ ☒ N/A

Legal Review Needed?

- ☐ Yes ☐ No ☒ N/A

Details on why action is needed.

Background:

City of Freeport

Agenda Item Summary

Agenda Item Wording:
Town Planter's Landscape

Meeting Date: 07/14/2026
Date request submitted: 07/08/2026

Department making request/name:

Mayor Barley

Requested Motion/Action:

Agenda

- ☐ Consent
- ☒ Regular
- ☐ Budget
- ☐ Special
- ☐ Workshop

Tab Content
Submitted
with Item?

- ☐ Yes ☒ No
- ☐ N/A

Budgeted Item? ☐ Yes ☐ No ☒ N/A

Item cost: _____ ☒ N/A

Legal Review Needed?

- ☐ Yes ☐ No ☒ N/A

Details on why action is needed.

Background: