



CITY OF CRESTVIEW

OFFICE OF THE CITY CLERK

P.O. DRAWER 1209, CRESTVIEW, FLORIDA 32536

Phone # (850) 682 - 1560 Fax # (850) 682-8077

July 12, 2021
6:00 PM
Council Chambers

REGULAR COUNCIL MEETING

The Public is invited to view our meetings on the City of Crestview Live stream a at <https://www.cityofcrestview.org> or the City of Crestview Facebook Page. You may submit questions on any agenda item in advance (by 3:00 PM the day of the meeting, please) to cityclerk@cityofcrestview.org.

1. Call to Order

2. Invocation, Pledge of Allegiance

2.1. Pastor Josh Neel- Destiny Worship Center

3. Open Policy Making and Legislative Session

4. Approve Agenda

5. Presentations and Reports

6. Consent Agenda

6.1. Park usage agreement between the B&T Raceway Group and the City of Crestview

6.2. Main Street Demolition Bid

7. Public Hearings / Ordinances on Second Reading

8. Ordinances on First Reading

8.1. Aggressive Panhandling

9. Resolutions

10. Action Items

10.1. Regions Bank Prepayment

10.2. Downtown parking lot

11. City Clerk Report

11.1. League of Cities Dinner, Ft. Walton

12. City Manager Report

13. Comments from the Mayor and Council

14. Comments from the Audience

15. Adjournment

Note: The Presentations section is for items that were submitted by a citizen or group of Citizens no later than the Wednesday 2 weeks prior to the meeting to the Clerk's office for approval. These items will be scheduled under the section titles Presentations and Reports. Supporting documents must be submitted at this time to be on the regular agenda. All Action Item are for staff and elected officials only and must be submitted for approval no later than the Wednesday 10 days prior to the meeting. Those not listed on the regular agenda who wish to address the council should fill out a yellow card. The Card must be submitted to the City Clerk. Speaking time should be three minutes or less, large groups may designate a spokesperson. All remarks should be addressed to the Council as a whole and not to individual members. All meeting procedures are outlined in the Meeting Rules and Procedures brochure available outside the Chambers. If any 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. The City Council of the City of Crestview, Florida does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation as provided for in the American With Disabilities Act to insure access to and participation in the meeting should contact the Office of the City Clerk at (850)682-1560 prior to the meeting to make appropriate arrangements.

Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.



Staff Report

CITY COUNCIL MEETING DATE: July 12, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Jessica Leavins, Administrative Services Director
DATE: 7/9/2021
SUBJECT: Park usage agreement between the B&T Raceway Group and the City of Crestview

BACKGROUND:

In 2020, the City of Crestview partnered with the B&T Raceway Group to build the B&T Raceway at Brookmeade Park.

The B&T Raceway Group has held several events at our park that bring hundreds of visitors to our area.

DISCUSSION:

This agreement allows for the reservation of the B&T Raceway by the B&T Raceway Group for races without a facility rental fee. The B&T Raceway Group has been a valuable partner to the city on this project and has invested over \$10,000 in the project along with countless hours of labor. In lieu of a facility rental fee, the group will pay a \$150 each month to reimburse the City for maintenance expenses related to the use of the track.

Additionally, the attached contract allows for the B&T Raceway Group to procure internet services at the park location for the purpose of streaming races. This service will be at cost to the group.

The agreement, if approved as is, provides City Council approval for the club to allow vendors at events.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The agreement will result in a \$1,800 in annual revenue to the City.

RECOMMENDED ACTION

Staff respectfully requests the approval of the land use agreement with B&T Raceway Group.

Attachments

1. land-use-agreement RC track

CONCESSIONAIRE AGREEMENT FOR PORTION OF BROOKMEADE PARK KNOWN AS R/C TRACK

This Agreement is made and entered into as of August 1, 2021, by and between the City of Crestview ("City") and Don Knapp ("Vendor"). ~~agrees to following usage of the B&T Raceway 581 Brookmeade Dr. Crestview, Florida, for a fee of \$ 150.00 per month payable to the City of Crestview by the 5th of each month.~~

WHEREAS, the City owns and operates several parks, including Brookmeade Park located at 581 Brookmeade Drive, Crestview, Florida 32539 (the "Park");

WHEREAS, Vendor desires to provide and operate a radio controlled vehicle raceway on a portion of the Park (the "Track"), together with ancillary sales of goods, services and supplies to facilitate use of the Track; and

WHEREAS, the City is willing to permit Vendor to conduct business at the Track on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the adequacy of which each party acknowledges, the parties agree as follows:

1. The City agrees to permit Vendor to provide and operate a R/C Track at the Park in the location where the existing track is located¹, and to permit Vendor to make ancillary sales of goods, services and supplies during events held at the Track to facilitate and encourage public participation and use of the Track. Such goods, services and supplies include Vendor's provision or sale of, or invitation of separate vendors to provide or sell, food, drink, candy and the like, as well as vendors associated with sales and servicing of R/C cars and related equipment. Vendor shall assume the risk of loss regarding any personal property, trade fixtures or equipment installed or utilized by Vendor at the Park, and shall hold the City harmless for any damage or maintenance regarding the same, except as otherwise provided herein. Vendor shall comply with all applicable laws, regulations and ordinances in the operation of the Track at the Park. The ability to provide food and drink concessions under this Agreement is not exclusive and other vendors may be permitted to operate within the Park at the City's sole discretion.

2. Vendor's services shall be conducted professionally. Vendor shall keep the premises in and around the Track in a clean and orderly condition at all times and in compliance with applicable laws, ordinances, rules and regulations, including any required City permits. Garbage and trash shall be placed in appropriate receptacles. Vendor agrees to provide such employees or volunteers as Vendor deems necessary to provide services in accordance with the terms and conditions of this Agreement. Vendor shall be entirely responsible for the acts and activities of all persons providing services under, pursuant to, or in connection with this Agreement. Vendor shall take appropriate measures required to comply with all health and safety code standards for sanitation and food services.

¹ This area does not include the area directly behind the Fire Station or the area in front of the Track adjoining Brookmeade Drive known as the Eglin Federal Credit Union Skatepark, or the fenced area located east of (behind) the Track.

3. The term of this Agreement is from August 1, 2021 through July 31, 2022. On mutual agreement of the parties, this Agreement may be renewed for two successive one-year terms after expiration of the original term.

4. In consideration for the right to provide concession services at the Track, Vendor agrees to pay to the City \$150 each month. Vendor shall make such payment to the City prior to the fifth (5th) day of each month. Vendor shall not provide services until said fees are paid to the City each month. Vendor shall be responsible for paying all sales tax and complying with federal tax reporting requirements and shall hold the City harmless for any liability regarding the same.

5. Vendor agrees to conduct its business and operate the same in compliance with all health regulations, safety standards and other applicable laws, ordinances and regulations, and to obtain all necessary City, State, and Federal licenses, permits and tax numbers, as required to conduct its operations. Vendor further agrees to pay any and all income taxes, sales taxes, or other taxes which may be due or become due in connection with Vendor's business. The City has the right to enter the property at any time for inspection. The City maintains the right to reserve the property at any time for maintenance but agrees to use its best efforts to avoid interruption of Vendor's scheduled events. Vendor shall coordinate scheduling of events with the City's Events Coordinator.

6. ~~The Tennant has the right to~~Vendor may make improvements customarily associated with a R/C racetrack (including fencing, storage sheds, bulletin boards, signs, and seating areas), ~~at the Vendor's Tenant's expense,~~ subject to the City's approval of such improvements prior to commencement of construction for any such improvements. as approved by the Recreation Department Director, Chuck Powell. This includes the right to have secureVendor may obtain and install high speed internet services installed at the facility, at the cost of the B&T Raceway groupVendor's sole cost and expense.

6.

7. Upon

7. termination, Vendor has the right to remove any improvements made to the Park by Vendor during the term of this Agreement. Vendor shall return the Park to the City in a neat and orderly condition upon termination.

~~Upon termination, Vendor has the right to remove any improvements made to the Park by Vendor during the term of this Agreement. Vendor shall return the Park to the City in a neat and orderly condition upon termination.~~

8. No alcoholic beverages, drugs or illegal activities shall be permitted on the premises at any time. ~~The Tenant agrees to act lawfully and will operate at all times in accordance with municipal bylaws and zoning codes.~~

8. ~~The Tenant~~Vendor shall will not discriminate against any individual or group on the basis of race, color, religion, sex, national origin, age, disability, marital status, or political affiliation~~sex, race, sexual orientation, religion or political affiliation.~~

9.
9.
9. Liability for damage to property or person

9. ~~The Tenant~~Vendor assumes all risk of loss or damage to ~~or loss of~~ its equipment howsoever caused and does release the Landlord from all claims and demands with respect thereto including to or loss of equipment arising from the act, default or omission of the Landlord, its agents, servants, employees, subcontractors, customers, invitees or licensees or resulting from any cause whatsoever (save and except damage or loss resulting solely from the Landlord's willful or reckless disregard or gross negligence).

10. Vendor is an independent contractor and shall not be considered an employee, officer or agent of the City. Vendor shall retain the right to exercise full control and supervision of all employees and volunteers assisting Vendor in the performance of services hereunder. Vendor shall be solely responsible for all matters relating to the payment of its employees including workers compensation, social security and income tax withholding, and all other regulations governing such matters.

11. Vendor shall not sub-contract or otherwise assign, delegate or transfer the rights, duties and services to be performed under this Agreement, or any part hereof, without the prior written consent of the City.

12. Vendor agrees to obtain and maintain, at Vendor's sole cost and expense, comprehensive general liability insurance coverage to insure against all claims which arise from the operation or performance of Vendor's activities pursuant to this Agreement with single limit coverage applying to bodily and personal injury liability and property damage of not less than \$1,000,000 per occurrence. This policy shall contain an endorsement listing the City, its officers, employees, agents and representatives as additional insured. Proof of such insurance, with the City listed as an additional insured, shall be submitted to the City upon execution of this Agreement.

13. Vendor agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorneys' fees, however caused, arising out of or resulting from the operations, acts or omissions of the Vendor, its employees, volunteers, officers and agents, in performance of Vendor's services and obligations under this Agreement.

14. In the event Vendor defaults under any of the terms or conditions hereof, the City shall send written notice to Vendor of such default, who shall then have ten (10) days to cure the default. In the event Vendor fails to cure its default within the time provided, the City may declare this Agreement terminated.

15. Any notice or demand required or permitted to be given under the terms of

Indemnity

~~The Licensee shall protect and defend the Landlord and indemnify and hold it harmless from any and all claims, demands, actions, losses, causes of actions, proceedings, suits, damages, expenses or liability of any kind, including reasonable legal fees and expenses of litigation, brought on by any person, whether in respect of damage (including death) to person or property, arising from any occurrence occasioned, whether in whole or part whether directly or indirectly, by an act or omission or negligence of the licensees, its agents, servants, employees, subcontractors, customers, invitees or licensees.~~

~~The licensee further shall protect and defend the Landlord and indemnify and hold it harmless from all liabilities and claims against the Landlord, including fines, penalties and interest, in any way arising out of its failure to deduct, withhold or contribute any amount including federal or provincial income, taxes, federal, or provincial pension plan contributions. Employment Insurance premiums, Workplace Safety & Insurance board premiums and contributions under any federal or provincial social insurance or income security programs.~~

The Licensee agrees that the indemnity contained in this Agreement shall not be prejudiced by and shall survive the termination of this agreement.

Property Owner:

City of Crestview Date

Don Knapp:

B&T Raceway Coordinator Date



Staff Report

CITY COUNCIL MEETING DATE: July 12, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 7/9/2021
SUBJECT: Main Street Demolition Bid

BACKGROUND:

Every year, the city is allocated Community Development Block Grant (CDBG) funds. The City of Crestview Nuisance Abatement Program was approved in the CDBG 2020-21 Annual Action Plan by City Council on 7/27/20.

The goal of the nuisance abatement program is to use funding to assist in the reduction of blighted and deteriorating properties through the removal of unsafe conditions and by enhancing the appearance and condition of structures.

The CDBG National Objective that this program meets is *Elimination of Slums and Blight*.

DISCUSSION:

On April 6, 2021, the city received a nuisance abatement application for a property located at 109 Main St. The applicant provided one quote for demolition of the building.

City staff reached out to two additional demolition contractors and was able to obtain one additional quote.

The purchasing policy requires sealed bids when the estimated cost will exceed \$15,001. Staff has concerns that obtaining any additional bids will be difficult due to the poor responses on the last two attempts to obtain bids for demolition projects. For this reason, staff is requesting to move forward with the two bids provided.

The bids are as follows;

Phil-dirt Inc.	Did not respond.
Jobe's Dirt Works LLC	\$29,477.00
R&D Development Inc.	\$28,500.00

Earlier this year, City Council approved the award of this project to R&D development. Following the results of the asbestos study the contractor and City Management have mutually agreed to nullify the contract and allow the work to be performed by Jobe's Dirt Works LLC who specializes in this type of demolition and

asbestos removal.

Community Development Block Grant Funds will be used for this demolition, which also requires timely expense of the funds.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

Funding for the CDBG Nuisance Abatement Program was approved as part of the 2020-21 budget.

RECOMMENDED ACTION

Staff is requesting City Council approval to accept the proposals as they were received and award the contract to Jobe's Dirt Work for \$29,477.00.

Attachments

1. Jobe's Dirtworks 109 Main St Demo Proposal
2. R&D Development 109 Main St Demo Proposal



JOBES' DIRT WORKS LLC

5592 OLD RIVER ROAD

BAKER, FL 32531

Jobe: 850 – 546 – 1514

Office: 850 – 375 - 6771

E-mail: JobesDirtWorks@gmail.com

COMMERCIAL & RESIDENTIAL DEMOLITION

LICENSED & INSURED

Apr. 7, 2021

To: Courthouse Suites LLC c/o Alex Barthe
114 East Cedar Ave
Crestview, FL 32536

E-mail: CourthouseSuitesCrestview@gmail.com

Re: Bid for Main St. N., Crestview, FL
Parcel i.d. # 17-3N-23-2490-0009-052D

Includes:

- Providing work plan to DEP for demolition of structure
- Filing of NESHAP; Pulling of city permit
- Demolition of structure including slab and footers
- Hauling and proper disposal of all debris
- Leveling of disturbed area upon completion

Does not include:

- Fill dirt
- Seed or sod

\$ 29,477.00

To be paid at completion.

Jobe Everson, M.M.
Jobe's Dirt Works LLC

Signature

Print name & address

**R & D Development INC
213 Sweetwater Run
Niceville, FL 32578**

And

**BAKER'S LAND CLEARING & CONSTRUCTION SERVICES, LLC
393 Bess Avenue
Crestview, FL 32578**

Telephone: 850-685-1850

Email: rodneybolton7@gmail.com

Client: City of Crestview

Re: Demo Building

Location: 109 Main St, Crestview, FL

Date: April 14, 2021

R&D Development & Baker Land Clearing & Construction Services in a joint venture proposes the following:

- Permit and provide liability insurance
- Demo the building
- Provide haul off

The price to provide items above is \$28500.00

*****Note: The building has been evaluated and at this time there is no sign of asbestos. If at any time asbestos materials are discovered the City will be notified. Asbestos abatement is not included in the price above to demo the building.**

**Rodney Bolton, President of R&D Development INC
General Contractor CGC1504847_Roofing Contractor CCC1329480**

Toby Baker, Owner of BAKER'S LAND CLEARING & CONSTRUCTION SERVICES, LLC

City of Crestview(Agent of the City of Crestview



Staff Report

CITY COUNCIL MEETING DATE: July 12, 2021

TYPE OF AGENDA ITEM: 1st reading no PDB

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 7/8/2021
SUBJECT: Aggressive Panhandling

BACKGROUND:

Panhandling is a solicitation made in person, whereby the solicitor requests the immediate donation of money or other thing of value or requests one to purchase an item in an amount far exceeding the item's value.

Over the last 18 months, the City of Crestview Police Department has observed an increase in aggressive panhandling and panhandling from City medians and rights of way. The public health, safety, and welfare issues to both persons and traffic flow that result from such activity are numerous. Therefore, in an effort to balance a solution to problems arising from such activity while continuing to allow for panhandling in public areas, City staff has drafted an ordinance that will restrict such activity so that it does not interfere with vehicular traffic, cause traffic safety or traffic flow issues, and so that it does not constitute a threat to the public health, safety, and welfare of the citizenry.

DISCUSSION:

The proposed ordinance will create a new Section 54-9 of Chapter 54, of the City of Crestview Code of Ordinances, to establish purpose, findings and intent; clearly describe prohibited activities; and to require panhandlers to register. This ordinance is modeled after the ordinances previously adopted by the City of Winter Garden, City of Ocoee, City of Orlando, and the City of Daytona and also includes provisions from other city ordinances.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

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Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

The financial impact from the ordinance will be the cost of advertisement.

RECOMMENDED ACTION

Staff respectfully requests that the City Council approve an Ordinance establishing regulations relating to aggressive panhandling.

Attachments

1. Aggressive Panhandling

ORDINANCE: 1829

**AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA,
CREATING A NEW SECTION 54-9 OF CHAPTER 54 OF THE CITY OF
CRESTVIEW CODE OF ORDINANCES RELATING TO AGGRESSIVE
PANHANDLING; PROVIDING FOR SEVERABILITY; PROVIDING
FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, as provided in Article VIII of the Constitution of the State of Florida and chapters 163 and 166, Florida Statutes, the City of Crestview (the "City") enjoys all home rule authority, police power, land development and zoning authority, and governmental and proprietary powers necessary to conduct municipal government and perform municipal functions; and

WHEREAS, the City may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, the City Council in good faith determines that this Ordinance is in the best interest of the City and its residents and promotes the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CRESTVIEW, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and incorporated herein by this reference.

Section 2. Authority. The City Council of the City of Crestview has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

Section 54-9. Chapter 54, - Aggressive Panhandling. Section 54-9 of Chapter 54 of the City of Crestview Code of Ordinances, is hereby created to read as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 5. Codification. It is the intention of the City Council of the City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter," "section," "article," or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical errors which do not affect the intent may be authorized by the City Marshall, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

Section 6. Effective Date. This Ordinance shall be in force and take effect immediately upon its passage and

adoption.

PASSED AND ADOPTED this ____ day of _____, 2021.

EXHIBIT "A"

A new Section 54-9 is added to Chapter 54 of the City of Crestview Code of Ordinances, relating to Streets and Sidewalks, to read as follows with underlines showing new language:

Section 54. Aggressive Panhandling

(a) *Purpose, intent, and findings.* It is the purpose and intent of this article to secure the health, safety, and welfare of all persons using city streets and rights of way, to ensure that the use of city streets and rights of way does not become dangerous, to ensure that the free flow of traffic thereon is not impeded, and to protect those on the city streets and rights of way against abusive behavior by panhandlers, as this term is defined herein. The City Council further finds that, to protect citizens from the fear and intimidation accompanying certain locations and types of panhandling, and to prohibit aggressive and intimidating panhandling, restrictions on such activity is necessary.

(1) The City Council finds that significant public health, safety, and welfare concerns and crowd control problems caused by panhandling near city streets and rights of way which are in use by vehicular traffic. The City Council finds that such concerns and problems arise because panhandling in the City right of way involves the process of a panhandler soliciting the immediate donation of money or other thing of value from an occupant or operator of a vehicle which is in traffic, that vehicle occupant or operator must consider the offer, and, if the vehicle occupant or operator decides to give the donation to the panhandler, that person must reach for a wallet or search for money, all while the panhandler and vehicle are located on a city street or right of way that is in use by vehicular traffic. Based on the foregoing, the City Council finds that the activity of panhandling from occupants or operators of vehicles located on streets in use by vehicular traffic distracts drivers from their primary duty to watch traffic and potential hazards in the road, observe all traffic signals or warnings, and move through the city's streets and intersections in a lawful and safe manner, creates a safety hazard, poses a substantial

risk to the public, and impedes the free flow of traffic on the city's streets and rights of way. The City Commission further finds that the safety of panhandlers and the occupants of vehicles is at significant risk when panhandlers engage in their activities on or near public streets because City streets and rights of way are meant for the use and control of vehicular traffic and not for panhandling activities.

(2) The City Commission further finds that the presence of persons who panhandle from other persons at or near automated teller machines, the entrance and exits of certain buildings and establishments, at certain facilities and events, or at or around other locations, as described in this article, is especially troublesome because said persons cannot readily escape from the undesired conduct and that such activity often carries with it an implicit threat to both persons and property.

(3) It is not the purpose and intent of this article to prohibit panhandling in public areas when such activities will not interfere with vehicular traffic, cause traffic safety and traffic flow concerns, or constitute a threat to the public health, safety, and welfare of the citizenry. Panhandlers may conduct their activities so long as they are in compliance with this Code.

(b) Definitions.

"Panhandling" is hereby defined as a solicitation made in person, requesting an immediate donation of money or other thing of value. Purchase of an item of an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is in fact a donation, is a donation for the purpose of this article. Except as specifically provided in this article, panhandling does not include passively standing or sitting with a sign or other indication that one is seeking donations, without addressing any solicitation to any specific persons other than in response to an inquiry by that person.

(c)*Prohibited locations.* It shall be unlawful for any person to panhandle, and no registration issued under this section shall be

deemed to allow panhandling, including passively standing or sitting with a sign or other indication that one is seeking donations, when the person solicited is in any of the following places within the city limits:

- (1) Within 100 feet of any bus stop or train stop;
- (2) In any public transportation vehicle or facility, excluding airports;
- (3) In the city right of way or in any vehicle located in or on the city right of way;
- (4) In a public park, fairground, or sporting facility, including entry ways or exits thereto;
- (5) Within 100 feet of any school as this term is defined in Section 1002.01, Florida Statutes, and Section 1003.01, Florida Statutes;
- (6) At the site of any automated teller machine. For the purposes of this subsection, "site of any automated teller machine" includes an area within 100 feet of any automated teller machine;
- (7) On private property, including at any point of sale or commercial retail establishment, unless the panhandler has written permission from the owner or person in possession of the private property or commercial retail establishment;
- (8) In a parking lot or garage owned or operated by the city, including entry ways or exits and pay stations connected therewith; or
- (9) Within 100 feet of any liquor store, defined as a store whose predominate business is the sale of alcoholic beverages.

(d) *Prohibited Methods.* It shall be unlawful for any person to panhandle in any of the following manners:

(1) By coming within three (3) feet of the person solicited, unless that person has indicated that he or she does wish to make the donation;

(2) By blocking the path of the person solicited;

(3) By following a person who walks away or otherwise indicates he or she does not wish to make a donation to the panhandler;

(4) By using profane or abusive language, either during the solicitation or following a refusal of a solicitation;

(5) By panhandling in a group of two or more persons unless the group of two or more persons have registered as required in this ordinance and have received written permission from the owner or person in possession of the private property or commercial retail establishment; or

(6) By any statement, gesture, or other communication which a reasonable person in the situation of the person solicited would perceive to be a threat.

(e) *Misleading or false representations.* It shall be unlawful for any persons to knowingly make any false or misleading representation in the course of soliciting a donation. False or misleading representations include, but are not limited to, the following:

(1) Stating that the donation is needed to meet a specific need, when the solicitor already has sufficient funds to meet that need and does not disclose that fact;

(2) Stating that the donation is needed to meet a need which does not exist;

(3) Stating that the solicitor is from out of town and stranded, when such is not true;

(4) Wearing a military uniform or other indication of military service when the solicitor is neither a present nor former member of the service indicated;

(5) Wearing or displaying any indication of physical or mental disability, when the solicitor does not suffer the disability indicated;

(6) The use of makeup, or any other artifice to simulate any deformity or injury; or

(7) Stating that the solicitor is homeless, when in fact he or she is not.

(f) It shall be unlawful for any person to solicit and receive a donation by indicating that the funds requested are needed for a specific purpose, and then spend the funds received for a different purpose.

(g) It shall be unlawful for any operator or occupant of a vehicle that is in traffic on a city right of way to offer money or some other article of value to a person who is panhandling that results in the actual exchange of money or some other article of value between the person panhandling and the operator or occupant of a vehicle while that vehicle is on the portion of a city right of way currently in use by vehicular traffic.

(h) Any violation of this section shall be punishable as set forth in section 1-11 of this Code.

(i) *Registration requirement.* No person shall panhandle without a registration issued by the city police department. A person who has been registered shall keep a copy of the registration on his or her person at all times while panhandling and show it to any police officer upon request. No person whose registration has been revoked shall panhandle for a period of two years following the revocation. A violation of this section shall be punishable as set forth in section 1-12 of this Code.

(1) The police department shall issue the registration, without fee, to any eligible person who presents himself or herself at the city police headquarters, states his or her true name, presents a photo identification or signs a declaration under penalty of perjury that he or she has no such identification, and permits himself or herself to be photographed and fingerprinted.

(j) *Ineligible Persons.* A person is ineligible to register and registration will not be granted if, and only if, within the last five (5) years he or she:

(1) Has been convicted whether or not adjudication was withheld of two or more violations of this section;

(2) Has had a registration revoked pursuant to Section 54-9

(3) Has been convicted, whether or not adjudication was withheld, of two or more offenses under the law of any jurisdiction which involves aggressive or intimidating behavior while panhandling or false or misleading representations while panhandling.

(k) If the police department is unable to determine eligibility within two working days, excluding weekends and holidays, upon receipt of an application for registration to panhandle, the police department shall issue a temporary registration which will be valid for up to 30 days or until such time as the police department determines eligibility for regular registration, whichever comes first. The regular registration shall expire three years from the date of issuance. Along with the registration, the police department shall give the applicant a copy of this article.

(l) Any person who makes any false or misleading representations while applying for a registration under this section shall be punished under Section 1-11 of this Code. Upon conviction for violation of this section, the city police department shall revoke any registration issued to the convicted person under this section.

(m) If a registration is issued to a person under this section and that person is later convicted of a violation of any provision under this section, the police department shall revoke the registration.

(n) Upon arrest for any violation of this section the panhandler shall release his or her registration to the arresting officer. A panhandler may apply at the police department for consecutive 30-day temporary registrations pending the outcome of the arrest in a court of law.



Staff Report

CITY COUNCIL MEETING DATE: July 12, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 7/9/2021
SUBJECT: Regions Bank Prepayment

BACKGROUND:

In 2020, the City of Crestview issued \$10,800,00 for the Capital Improvement Revenue Bond, Series 2020.

DISCUSSION:

The tax credits associated with this debt have specific rules about any portion of the debt being used for projects that potentially create a profit.

Since a portion of the debt was used to purchase Foxwood County Club, and that portion exceeded the allowable percentage of the loan to which a public private partnership can be entered, a portion of the loan must be repaid at this time and the certificate amended.

The “private loan financing test” that is required with this type of funding, is not consistent with the terms of the management agreement that the City Council recently approved with GreatLife Golf.

The repayment of the portion of the financing was something that staff was aware of prior to entering into the management agreement, but it was determined that repayment of the required portion of the financing would be beneficial to ensure that the terms of the agreement could be as they are, placing the burden of success on the management company.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Financial Sustainability- Achieve long term financial sustainability

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Communication- To engage, inform and educate public and staff

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Opportunity- Promote an environment that encourages economic and educational opportunity

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The funding for the repayment will come from undesignated fund balance and will be considered in the refinancing of the golf course reconstruction project.

RECOMMENDED ACTION

Staff is requesting permission for the City Manager and the City Attorney to finalize the remedial action, pay down the debt and have the Mayor execute the necessary documentation.

Attachments

1. Draft Remedial Action Tax Certificate (01807594)

**TAX CERTIFICATE
RELATED TO THE REMEDIAL ACTIONS TAKEN WITH RESPECT TO:**

\$10,800,000
City of Crestview, Florida
Capital Improvement Revenue Bond
Series 2020

July 21, 2021

The City of Crestview, Florida (the "City") hereby makes and enters into the following Tax Certificate in connection with the change in use of certain assets financed with the proceeds of the City's Capital Improvement Revenue Bond, Series 2020 (the "Series 2020 Bond").

In accordance with Section 1.141-12(d) of the Regulations, within 90 days of the date of the Deliberate Action (as defined herein), the City will redeem a portion of the Series 2020 Bond. As a result of the remedial action taken with respect to the redemption of a portion of the Series 2020 Bond, the Deliberate Action will not be treated as causing the Series 2020 Bond to meet the private business use test of Section 141 of the Code.

1. Unless otherwise specifically defined, all capitalized terms used in this Certificate shall have the same meanings as those set forth in the Tax Certificate (as defined herein).

2. In connection with the issuance of the Series 2020 Bond on January 30, 2020, the City executed and delivered a Tax Certificate as to Arbitrage and the Provisions of Section 141-150 of the Internal Revenue Code of 1986, as Amended (the "Tax Certificate") and except as described herein, the agreements, representations and certifications described in the Tax Certificate are hereby affirmed.

3. The Series 2020 Bond was issued to (a) finance the costs of the acquisition, construction and equipping of various capital improvements within the City including without limitation the East/West Connector Road, a new fire truck and other vehicles and the acquisition of approximately 129 acres of real property (the "2020 Project"); (b) currently refund the City's outstanding Master Lease No. 33765 dated February 21, 2019; and (c) pay the costs of issuing the Series 2010 Bonds.

4. The City reasonably expected as of the date of issuance of the Series 2020 Bond that the issue would meet neither the "private business tests" within the meaning of Treas. Reg. Section 1.141-1 nor the "private loan financing test" within the meaning of Treas. Reg. Section 1.141-5 for the entire term of the Series 2020 Bond.

5. On April 27, 2021, the City entered into a Management Agreement (the "Management Agreement") with GL Services, LLC (the "Manager") to provide for the management of a golf course located on the real property acquired as part of the 2020 Project (the "Golf Course"). Use of the Golf Course by the Manager pursuant to the Management Agreement (the "Deliberate Action") constitutes private business use of the 2020 Project which would result in the private business use test being met with respect to the Series 2020 Bond if not for the remedial action.

6. As of the date of issuance of the Series 2020 Bond, the weighted average maturity of the Series 2020 Bond was not greater than 120 percent of the average reasonably expected economic life of the assets financed and refinanced with proceeds of the Series 2020 Bond.

7. No portion of the 2020 Project has been sold, exchanged or otherwise disposed; as a result, there are no disposition proceeds of the Series 2020 Bond.

8. The proceeds of the Series 2020 Bond were expended on a governmental purpose before the date hereof.

9. On the date hereof, legally available moneys of the City will be used to provide for the redemption of \$300,000 of the outstanding principal amount of the Series 2020 Bond (the "Nonqualified Bonds"). The Nonqualified Bonds are a portion of the outstanding Series 2020 Bond in an amount that, if the remaining bonds were issued on the date of the Deliberate Action, the remaining bonds would not meet the private business use test. Pursuant to the terms of the Series 2020 Bond, the prepayment of the Nonqualified Bonds shall be applied be applied to those principal installments with the latest maturities on the Series 2020 Bond, in inverse order. As a result, the remaining weighted average maturity of the remaining Series 2020 Bond determined as of the date hereof is not greater than the remaining weighted average maturity of the Series 2020 Bond determined as of the date hereof without regard to the redemption of the Nonqualified Bonds.

10. Pursuant to Section 1.141-12 of the Regulations, the redemption of the Nonqualified Bonds will be treated as a remedial action with respect to the Series 2020 Bond.

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year first written above.

CITY OF CRESTVIEW

By: _____

Name:

Title:

[Signature Page to Remedial Action Tax Certificate]



Staff Report

CITY COUNCIL MEETING DATE: July 12, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Wayne Steele, Public Services Director
DATE: 7/9/2021
SUBJECT: Downtown parking lot

BACKGROUND:

At the January 11, 2021 Council Meeting, approval was granted for the purchase of 2 parcels and a portion of a 3rd parcel located in the downtown area between Woodruff Ave. and Industrial Dr. adjacent to Hwy. 85. As presented in that meeting, these properties are strategically located to provide necessary parking which will greatly contribute to the success of the implementation of the mobility study.

Several buildings exist on this property and will require removal. In a special meeting on June 16, 2021, City Council approved and awarded bids to two demolition contractors. Council also allowed the City Manager to determine that best contractor for each individual job through the task order process.

DISCUSSION:

This new parking lot will provide 76+/- additional parking stalls in the downtown area and will require the following stages for successful completion.

Parking Lot Construction:	\$225,000
Building Demolition:	25,000
Tree Removal/Landscaping	13,500
Utility Relocations:	20,000
Contingencies:	<u>26,500</u>

Total Cost: \$310,000

(Utility relocations consist of Cox, Gulf Power, Century Link, Okaloosa Gas & Storm Sewer)

The above is the estimated budget for the parking lot project. Staff is seeking approval to move forward.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2020 as follows;

Foundational- these are the areas of focus that make up the necessary foundation of a successful local government.

Organizational Capacity, Effectiveness & Efficiency- To efficiently & effectively provide the highest quality of public services

Infrastructure- Satisfy current and future infrastructure needs

Quality of Life- these areas focus on the overall experience when provided by the city.

Community Character- Promote desirable growth with a hometown atmosphere

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

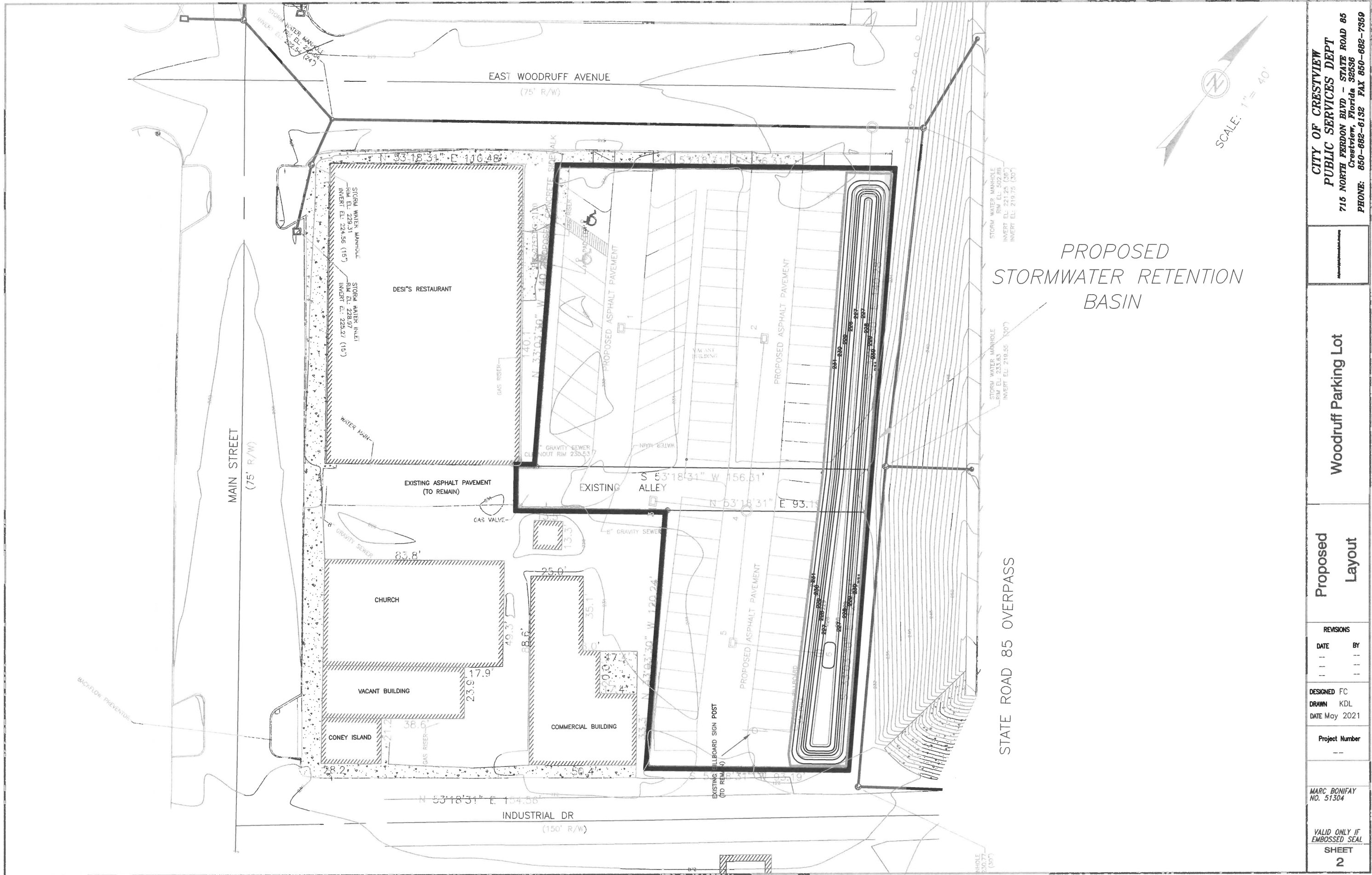
The total cost of the project is estimated to be \$310,000. The potential sources for this project include 1/2 cent sales tax revenue, CARES monies, general fund balance, CRA, or financing. A final decision on the source will be determined in the financing strategy currently in development. Funding is available at this time in fundbalance.

RECOMMENDED ACTION

Staff respectfully requests the approval of the new Downtown Parking Lot project, with a "not to exceed cost" of \$310,000.

Attachments

1. Woodruff Ave Parking Lot_Proposed



CITY OF CRESTVIEW PUBLIC SERVICES DEPT 715 NORTH PERDON BLVD - STATE ROAD 85 Crestview, Florida 32636 PHONE: 850-682-6132 FAX 850-682-7359	
Woodruff Parking Lot	
Proposed Layout	REVISIONS DATE BY -- -- -- -- -- --
DESIGNED FC DRAWN KDL DATE May 2021	
Project Number --	
MARC BONIFAY NO. 51304	
VALID ONLY IF EMBOSSED SEAL SHEET 2	