



CITY OF CRESTVIEW

OFFICE OF THE CITY CLERK

P.O. DRAWER 1209, CRESTVIEW, FLORIDA 32536

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

July 26, 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. Jeff Childers, The Shepherd's Church

3. Open Policy Making and Legislative Session

4. Approve Agenda

5. Presentations and Reports

5.1. Main Street Association Presentation

6. Consent Agenda

6.1. Services Agreement between the Crestview Urgent Care and the City of Crestview

6.2. Service Agreement between the ICMA and the City of Crestview

6.3. Approval of the Minutes from the May 10, 2021 and May 24, 2021 City Council Meeting

7. Public Hearings / Ordinances on Second Reading

7.1. Ordinance 1829 - Aggressive Panhandling

8. Ordinances on First Reading

9. Resolutions

- 9.1. Budget Amendment
- 9.2. Resolution to Join Conflict Resolution

10. Action Items

- 10.1. Tentative Millage
- 10.2. Approval of My Government Online. A complete software application for Development Services

11. City Clerk Report

- 11.1. Selection of voting delegate for FLC Conference.
- 11.2. Update on Holley and Allen signs
- 11.3. Council Calendar

12. City Manager Report

- 12.1. Quarterly Financial Presentation
- 12.2. Requests for Local Contribution for Affordable Housing
- 12.3. City Manager Updates

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 26, 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: 7/20/2021
SUBJECT: Services Agreement between the Crestview Urgent Care and the City of Crestview

BACKGROUND:

The City of Crestview conducts pre-employment and post accident screenings, and fitness for duty exams on current and potential employees. These screenings vary by position, but can include drug screens, physical exams, pulmonary function testing and tuberculosis testing.

The City has been utilizing the Crestview Urgent Care for these services since 2019. Prior to 2019 multiple providers were used depending the department requesting the hire.

DISCUSSION:

Staff received quotes from immediate care providers in the Crestview area for the procedures required by policy and state statute.

Crestview Immediate Care could not provide several of the tests required.

White Wilson Immediate Care was ranked second, but was found to be more costly and at the time the quote was provided was not conducting drug testing.

Crestview Urgent Care provides all the services required between the Crestview location and their Niceville location and provided the lowest rates.

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

This item is accounted for the Human Resources budget. The city expects to spend over \$10,000 in medical exams in the upcoming fiscal year.

RECOMMENDED ACTION

Staff respectfully requests council approve the contract with Crestview Urgent Care.

Attachments

1. City Of Crestview Agreement 07.15.21
2. fee

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into as of the first day of August, 2021 (the "Effective Date"), by and between the City of Crestview ("the City") and Crestview Urgent Care, with an office located at 2400-A S. Ferdon Blvd Crestview, FL 32536 (the "Service Provider").

WHEREAS, the City wishes to obtain the professional services of the Service Provider;
and,

WHEREAS, the Service Provider has the knowledge, skill and capability to perform such services for the City.

THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

1. **Services.** The Service Provider is hereby retained by the City, and Service Provider agrees to provide the services set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Services"). .
2. **Service Requirements.** The Services delivered hereunder shall conform in all material respects to (i) the specifications set forth in Exhibit A, (ii) the City generally applicable Terms and Conditions, which is set forth as Exhibit B attached hereto and is incorporated herein by reference ("Terms & Conditions"), and (iii) any other requirements agreed upon by the parties in writing. Service Provider agrees to use sound and professional principles and practices in accordance with normally accepted industry standards in rendering Services hereunder, and Service Provider further agrees that performance shall reflect the best professional knowledge, skill and judgment of Service Provider. Service Provider shall furnish competent personnel for fulfillment of its obligations. If the City deems Service Provider personnel unsatisfactory to perform Services due to a failure by such personnel to comply with the terms and conditions imposed on Service Provider as set forth herein, such personnel shall be removed immediately.
3. **Nature of Services.**
 - a. **Medical Documentation** Any and all reports, documentation, files, media and other materials created or produced by Service Provider in connection with the Services rendered hereunder shall be deemed "documentation."

4. **Payment.** The City agrees to pay Service Provider per the attached table for Services completed in accordance with the terms of this Agreement. The fee shall be due and payable as specified net 30 days. The fee shall be payable within thirty (30) days after receipt of an itemized invoice. Services require written authorization prior to the time of service. Performance beyond the limitations set forth in this Agreement (either financial or time period) shall be at the sole risk and responsibility of the Service Provider, and the University shall not be obligated to pay for Services exceeding the funding or contract period of this Agreement.
5. **Term.** The term of this Agreement shall commence on the Effective Date and shall extend for two years, unless this Agreement is otherwise extended or terminated in accordance with the terms specified herein.
6. **Entire Agreement.** This Agreement, including the exhibits hereto, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services to be rendered hereunder. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this Agreement and the terms of any Exhibits, attachments or schedules hereto or any purchase order or other documents issued by the University or Service Provider in connection herewith, the terms set forth in the body of this Agreement shall prevail.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and such counterparts will together constitute the same instrument.
8. **Severability.** The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.
9. **Remedies.** Pursuit by either party of any remedies described herein, or otherwise available at law or in equity, shall not preclude pursuit by that party of any other remedy or remedies provided herein or otherwise available at law or in equity. All remedies, rights, undertakings, obligations and agreements shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

IN WITNESS WHEREOF, this Professional Services Agreement has been duly executed by the authorized representatives of the parties hereto as of the date first set forth above.

Dated: _____, 20__

City of Crestview

By: _____

Name: _____

Title: _____

Dated: July 15, 2021

SERVICE PROVIDER

By: Marybeth Blanchard

Name: Marybeth Blanchard

Title: Clinic Manager

Exhibit A - Services and Fee Schedule

Exhibit A Services and Fees

Description	Unit Price
Pre-Employment Physical	\$95.00
Pre-Employment Drug Screen using clinic materials	\$35.00
Work Related injury Drug Screen using clinic materials	\$35.00
Chest X-ray	\$85.00
EKG	\$57.00
Pulmonary Function Test	\$48.00
Hearing Test	Included
TB Skin Test	\$30.00



Staff Report

CITY COUNCIL MEETING DATE: July 26, 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: 7/20/2021
SUBJECT: Service Agreement between the ICMA and the City of Crestview

BACKGROUND:

As the city continues our journey to be a top ranked employer in Okaloosa County, we continue to evaluate the employee experience. We currently offer only one type of retirement plan, a defined benefit plan to our employees. Our retirement plan, while competitive in rate of return, does not offer any choice to employees. It is currently common place for employers, even in government, to offer an additional option to employees to account for the varying need of each employee.

While evaluating benefits, it was determined there is a need for an additional option for retirement benefits. Requests were for a deferred compensation plan which will enhance the city's current pension plan.

DISCUSSION:

The ICMA Retirement Corporation has been in business for over 40 years and specializes in flexible public sector retirement plans. The attached agreement allows the ICMA Retirement Corporation to administer a 457(b) retirement plan, also known as a deferred compensation plan, to our employees. A 457(b) plan is similar to a 401k, but designed for governments; this plan allows employees to tax defer income for retirement.

The 457 (b) plan will promote financial health and wellbeing among employees and allows those in need to utilize "catch up" contributions.

This benefit and plan style has been requested by several employees.

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

Communication- To engage, inform and educate public and staff

FINANCIAL IMPACT

There is no financial impact to the city, the plan is funded by employee contributions.

RECOMMENDED ACTION

Staff respectfully requests the council approve the contract with ICMA Retirement Corporation.

Attachments

1. VantageTrust Fee and Revenue Disclosure for Q1 2021 R1 - FINAL
2. MSQ_City_of_Crestview

VantageTrust Funds
Fund Fee Disclosure
Data as of March 31, 2021

Fund Name	Class	Morningstar Category ¹	Gross Expense	Waiver	Net Expense	Waiver Expiration Date	Redemption Fee ²	Trading Restriction ³
Stable Value/Cash Management								
Vantagepoint PLUS Fund ⁴	R1	Stable Value	1.33%	0.00%	1.33%	---	---	90-day Wash
VT Cash Management Fund ⁵	R1	Money Market	0.98%	0.54%	0.44%	---	---	---
Bond Funds								
Vantagepoint Inflation Focus Fund ⁶	R1	Inflation-Protected Bond	1.16%	0.00%	1.16%	---	---	---
Vantagepoint Core Bond Index Fund ⁶	R1	Intermediate-Term Bond	0.94%	0.00%	0.94%	---	---	---
VT Western Assets Core Plus Bond Fund ⁶	R1	Intermediate-Term Bond	1.07%	0.07%	1.00%	December 31, 2021	---	---
VT PIMCO High Yield Fund ⁷	R1	High Yield Bond	1.37%	0.00%	1.37%	---	---	---
Guaranteed Lifetime Income Funds								
VT Retirement Income Advantage Fund ⁸	R1	N/A	2.22%	0.00%	2.22%	---	---	90-day Wash
Asset Allocation/Balanced Funds								
Vantagepoint Milestone Retirement Income Fund ⁹	R1	Target-Date Retirement	1.25%	0.04%	1.21%	---	---	---
Vantagepoint Milestone 2015 Fund ⁹	R1	Target-Date 2015	1.26%	0.01%	1.25%	---	---	---
Vantagepoint Milestone 2020 Fund ⁹	R1	Target-Date 2020	1.28%	0.01%	1.27%	---	---	---
Vantagepoint Milestone 2025 Fund ⁹	R1	Target-Date 2025	1.30%	0.01%	1.29%	---	---	---
Vantagepoint Milestone 2030 Fund ⁹	R1	Target-Date 2030	1.32%	0.01%	1.31%	---	---	---
Vantagepoint Milestone 2035 Fund ⁹	R1	Target-Date 2035	1.33%	0.01%	1.32%	---	---	---
Vantagepoint Milestone 2040 Fund ⁹	R1	Target-Date 2040	1.34%	0.00%	1.34%	---	---	---
Vantagepoint Milestone 2045 Fund ⁹	R1	Target-Date 2045	1.34%	0.00%	1.34%	---	---	---
Vantagepoint Milestone 2050 Fund ⁹	R1	Target-Date 2050	1.34%	0.00%	1.34%	---	---	---
Vantagepoint Milestone 2055 Fund ⁹	R1	Target-Date 2055	1.35%	0.01%	1.34%	---	---	---
Vantagepoint Milestone 2060 Fund ⁹	R1	Target-Date 2060+	1.57%	0.23%	1.34%	---	---	---
Vantagepoint Model Port Conser Growth Fund	R1	Allocation--30% to 50% Equity	1.28%	0.00%	1.28%	---	---	---
Vantagepoint Model Port Tradit Growth Fund	R1	Allocation--50% to 70% Equity	1.30%	0.00%	1.30%	---	---	---
Vantagepoint Model Port Long-Term Grwth Fund	R1	Allocation--70% to 85% Equity	1.30%	0.00%	1.30%	---	---	---
Vantagepoint Model Port Gbl Eqty Grwth Fund ¹⁰	R1	World Stock	1.32%	0.00%	1.32%	---	---	---
VT Puritan® Fund ¹⁰	R1	Allocation--50% to 70% Equity	1.07%	0.00%	1.07%	---	---	---
U.S. Stock Funds								
Vantagepoint Equity Income Fund ¹¹	R1	Large Value	1.27%	0.00%	1.27%	---	---	---
VT Invesco Diversified Dividend Fund ¹¹	R1	Large Value	1.14%	0.00%	1.14%	---	---	31 days, any \$
VT MFS Value ¹¹	R1	Large Value	1.13%	0.00%	1.13%	---	---	---
Vantagepoint 500 Stock Index Fund	R1	Large Blend	0.94%	0.00%	0.94%	---	---	---
Vantagepoint Broad Market Index Fund	R1	Large Blend	0.94%	0.00%	0.94%	---	---	---
VT Parnassus Core Equity Fund	R1	Large Blend	1.41%	0.00%	1.41%	---	---	---
Vantagepoint Growth & Income Fund	R1	Large Blend	1.14%	0.00%	1.14%	---	---	---
VT Invesco Main Street Fund	R1	Large Blend	1.15%	0.00%	1.15%	---	---	---
Vantagepoint Growth Fund ¹¹	R1	Large Growth	1.30%	0.00%	1.30%	---	---	---
VT ContraFund® ^{10,11}	R1	Large Growth	1.41%	0.00%	1.41%	---	---	---
VT T. Rowe Price® Growth Stock Fund ^{11,12}	R1	Large Growth	1.47%	0.00%	1.47%	---	---	30 days, any \$
Vantagepoint Select Value Fund ^{11,13}	R1	Mid-Cap Value	1.37%	0.00%	1.37%	---	---	---
VT Victory Sycamore Established Value ^{11,13}	R1	Mid-Cap Value	1.18%	0.00%	1.18%	---	---	---
Vantagepoint Aggressive Opportunities Fund ^{11,13}	R1	Mid-Cap Growth	1.39%	0.00%	1.39%	---	---	---
VT AMG TimesSquare Mid Cap Growth Fund ^{11,13}	R1	Mid-Cap Growth	1.73%	0.00%	1.73%	---	---	---
VT Carillon Eagle Mid Cap Growth ^{11,13}	R1	Mid-Cap Growth	1.28%	0.00%	1.28%	---	---	---
VT LSV Small Cap Value ^{11,14}	R1	Small-Cap Value	1.64%	0.00%	1.64%	---	---	---
Vantagepoint Mid /Small Co Inx Fund ¹⁴	R1	Small Blend	0.95%	0.00%	0.95%	---	---	---
Vantagepoint Discovery Fund ¹⁴	R1	Small Blend	1.34%	0.00%	1.34%	---	---	---
VT Invesco Discovery Fund ^{11,14}	R1	Small Growth	1.38%	0.00%	1.38%	---	---	---

VantageTrust Funds
Fund Fee Disclosure
Data as of March 31, 2021

Fund Name	Class	Morningstar Category ¹	Gross Expense	Waiver	Net Expense	Waiver Expiration Date	Redemption Fee ²	Trading Restriction ³
International/Global Stock Funds								
Vantagepoint Overseas Index Fund ¹⁵	R1	Foreign Large Blend	1.01%	0.00%	1.01%	---	---	91 days, any \$
Vantagepoint International Fund ¹⁵	R1	Foreign Large Blend	1.52%	0.00%	1.52%	---	---	91 days, any \$
VT Diversified Int'l Fund ^{11,16}	R1	Foreign Large Growth	1.60%	0.00%	1.60%	---	1%, 30 days	---
Vantagepoint Emerging Markets ¹⁵	R1	Diversified Emerging Mkts	1.60%	0.00%	1.60%	---	---	91 days, any \$
Specialty								
VT Nuveen Real Estate Secs Fund ¹⁶	R1	Real Estate	1.61%	0.00%	1.61%	---	---	---

Before investing, please read the applicable Fund Fact Sheet(s) and the Fund's Disclosure Memorandum carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. This information is available when you log in at www.icmarc.org/login, or upon request by calling 800-669-7400.

ICMA-RC's identified fund line-up is not advice to the plan sponsor on the composition of the plan's fund line-up. ICMA-RC provides plan sponsors fund information to assist them in meeting their fiduciary responsibility in managing the plan. The plan sponsor retains the obligation to prudently select and monitor the investment funds it offers to plan participants. ICMA-RC may adjust fees commensurate with changes in revenue from alternative funds selected by the plan sponsor from ICMA-RC's mutual fund platform.

Fund expenses are subject to change.

When Funds are marketed to institutional clients by our Investment Only team, the Funds are offered by ICMA-RC Services, LLC (RC Services), an SEC registered broker-dealer and FINRA member firm. RC Services is a wholly-owned subsidiary of ICMA-RC and is an affiliate of VantageTrust Company, LLC and Vantagepoint Investment Advisers, LLC.

¹ Morningstar places funds in certain categories based on the fund's historical portfolio holdings. Placement of a fund in a particular Morningstar category does not mean that the fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A fund's investment strategy and portfolio holdings are governed by its prospectus, guidelines or other governing documents, not its Morningstar category. The source for this information is Morningstar, Inc. Copyright © 2021 Morningstar, Inc.™ All Rights Reserved. The information contained herein: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information. Morningstar, Inc. is a global investment research firm that is not affiliated with ICMA-RC. ICMA-RC does not independently verify Morningstar data.

² Funds or underlying funds may charge a redemption fee. Information about redemption fees, if any, will be contained in the fund's or underlying fund's prospectus or disclosure materials. To request a prospectus or disclosure materials, you may contact us by calling 800-669-7400, or log in at www.icmarc.org.

³ Frequent trading rules are designed to detect and discourage trading activities that may increase costs to all investors. All funds or underlying funds are monitored for frequent trading. Certain funds or underlying funds may impose fees or restrictions to deter frequent trading. Current information about these fees or restrictions can be found in a fund's or underlying fund's prospectus or disclosure materials, and is available when you log in at www.icmarc.org or by calling 800-669-7400. You can obtain information about ICMA-RC's Frequent Trading Policy at www.icmarc.org/frequenttrading.

⁴ Direct transfers from a stable value fund to competing funds are restricted. Competing funds may include, but are not limited to money market mutual funds, certificates of deposit, stable value funds, investment options that offer guarantees of principal or income, certain short-term bond funds and self-directed brokerage accounts. Certain restrictions may apply when you want to transfer money from a stable value fund to a competing fund. These restrictions generally include waiting periods before transfers can be made back into a stable value fund. For additional information on the Vantagepoint PLUS Fund restrictions on transfers to competing funds, please refer to the Fund's Fact Sheet and Funds' Disclosure Memorandum.

⁵ The Fund is invested in a single registered mutual fund, the Fidelity Money Market Government Portfolio. Investments in the fund are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. It is possible to lose money by investing in the fund.

⁶ A fixed income fund is subject to credit risk and interest rate risk. Credit risk is when an issuer of a fixed income security may be unable or unwilling to make payments of principal or interest to the holders of these securities or may declare bankruptcy. Fixed income securities fluctuate in value as interest rates change. When interest rates rise, the market prices of fixed income securities will usually decrease; when interest rates fall, the market prices of fixed income securities usually will increase.

⁷ Funds that invest primarily in high yield bonds (bonds that are rated below investment grade and also known as "junk bonds") are subject to additional risk as these high yield bonds are considered speculative and involve a greater risk of default than "investment grade" securities. The values of these securities are particularly sensitive to changes in interest rates, issuer creditworthiness, and economic and political conditions. The market prices of these securities may decline significantly in periods of general economic difficulty, may be harder to value, and may be less liquid than higher rated securities.

VantageTrust Funds
Fund Fee Disclosure
Data as of March 31, 2021

⁸ **Prudential Retirement Insurance and Annuity Company (Prudential), CA COA #08003, Hartford, CT.** Neither Prudential nor ICMA-RC guarantees the investment performance or return on contributions to Prudential's Separate Account. You should carefully consider the objectives, risks, charges, expenses and underlying guarantee features before purchasing this product. Prudential may increase the Guarantee Fee in the future, from 1.00% up to a maximum of 1.50%. Like all variable investments, this Fund may lose value. Availability and terms may vary by jurisdiction; subject to regulatory approvals. Annuity contracts contain exclusions, limitations, reductions of benefits and terms for keeping them in force. Guarantees are based on Prudential's claims-paying ability. This annuity is issued under Contract form # GA-2020-TGWB4-0805-RC. ICMA-RC provides recordkeeping services to your Plan and is the investment manager of the underlying Prudential separate account. Prudential or its affiliates may compensate ICMA-RC for providing these and related administrative services in connection with the Fund. Variable annuities are suitable for long-term investing, particularly retirement savings. **©2021 Prudential, the Prudential logo, and the Rock symbol and Bring Your Challenges are service marks of the Prudential Insurance Company of America, Newark, NJ, and its related entities, registered in many jurisdictions worldwide. Note: Participants who are interested in the VT Retirement IncomeAdvantage Fund must first receive and read the VT Retirement IncomeAdvantage Fund Important Considerations document, before investing.**

⁹ The Fund is not a complete solution for all of your retirement savings needs. An investment in the Fund includes the risk of loss, including near, at or after the target date of the Fund. There is no guarantee that the Fund will provide adequate income at and through an investor's retirement. Selecting the Fund does not guarantee that you will have adequate savings for retirement.

¹⁰ PURITAN and CONTRAFUND are registered service marks of FMR LLC. Used with permission.

¹¹ Certain funds may be subject to style risk, which is the possibility that the investment style of its investment adviser will trail the returns of the overall market. In the past, different types of securities have experienced cycles of outperformance and underperformance in comparison to the market in general. For example, growth stocks have performed best during the later stages of economic expansion and value stocks have performed best during periods of economic recovery. Both styles may go in and out of favor. When the investing style used by a fund is out of favor, that fund is likely to underperform other funds that use investing styles that are in favor.

¹² T. Rowe Price is a registered trademark of T. Rowe Price Group, Inc. – all rights reserved.

¹³ Funds that invest primarily in mid-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of mid-capitalization companies generally trade in lower volume and are generally subject to greater and less predictable price changes than the securities of larger companies.

¹⁴ Funds that invest primarily in small-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of small-capitalization companies are generally subject to greater price volatility than those of larger companies due to less certain growth prospects, the lower degree of liquidity in the markets for their securities, and the greater sensitivity of smaller companies to changing economic conditions. Also, small-capitalization companies may have more limited product lines, fewer capital resources and less experienced management than larger companies.

¹⁵ Funds that invest in foreign securities are exposed to the risk of loss due to political, economic, legal, regulatory, and operational uncertainties; differing accounting and financial reporting standards; limited availability of information; currency fluctuations; and higher transaction costs. Investments in foreign currencies or securities denominated in foreign currencies (including derivative instruments that provide exposure to foreign currencies) may experience gains or losses solely based on changes in the exchange rate between foreign currencies and the U.S. dollar. The risk of investing in foreign securities may be greater with respect to securities of companies located in emerging market countries. The value of developing or emerging market currencies may fluctuate more than the currencies of companies with more mature markets.

¹⁶ Sector funds tend to be riskier and more volatile than the broad market because they are generally less diversified and more volatile than other mutual funds.

VantageTrust Funds

Fund Revenue Disclosure

Data as of March 31, 2021

Fund Name	Class	Morningstar Category ¹	Recordkeeping Revenue ²	ICMA-RC Investment Management Revenue	Total ICMA-RC Revenue ²
Stable Value/Cash Management					
Vantagepoint PLUS Fund	R1	N/A	0.80%	0.30%	1.10%
VT Cash Management Fund ³	R1	Money Market	0.01%	0.00%	0.01%
Bond Funds					
Vantagepoint Core Bond Index Fund ⁴	R1	Intermediate-Term Bond	0.80%	0.11%	0.91%
VT Western Asset Core Plus Bond ⁴	R1	Intermediate-Term Bond	0.90%	0.00%	0.90%
Vantagepoint Inflation Focused Fund ⁴	R1	Inflation-Protected Bond	0.80%	0.20%	1.00%
VT PIMCO High Yield Fund ⁵	R1	High Yield Bond	0.80%	0.00%	0.80%
Guaranteed Lifetime Income Funds					
VT Retirement Income Advantage Fund ⁶	R1	N/A	1.00%	0.05%	1.05%
Asset Allocation/Balanced Funds					
Vantagepoint Milestone Retirement Income Fund ⁷	R1	Target-Date Retirement	0.80%	0.24%	1.04%
Vantagepoint Milestone 2015 Fund ⁷	R1	Target-Date 2015	0.80%	0.26%	1.06%
Vantagepoint Milestone 2020 Fund ⁷	R1	Target-Date 2020	0.80%	0.27%	1.07%
Vantagepoint Milestone 2025 Fund ⁷	R1	Target-Date 2025	0.80%	0.27%	1.07%
Vantagepoint Milestone 2030 Fund ⁷	R1	Target-Date 2030	0.80%	0.27%	1.07%
Vantagepoint Milestone 2035 Fund ⁷	R1	Target-Date 2035	0.80%	0.27%	1.07%
Vantagepoint Milestone 2040 Fund ⁷	R1	Target-Date 2040	0.80%	0.28%	1.08%
Vantagepoint Milestone 2045 Fund ⁷	R1	Target-Date 2045	0.80%	0.27%	1.07%
Vantagepoint Milestone 2050 Fund ⁷	R1	Target-Date 2050	0.80%	0.27%	1.07%
Vantagepoint Milestone 2055 Fund ⁷	R1	Target-Date 2055	0.80%	0.27%	1.07%
Vantagepoint Milestone 2055 Fund ⁷	R1	Target-Date 2060+	0.80%	0.19%	0.99%
Vantagepoint Model Port Conser Growth Fund	R1	Allocation--30% to 50% Equity	0.80%	0.29%	1.09%
Vantagepoint Model Port Tradit Growth Fund	R1	Allocation--50% to 70% Equity	0.80%	0.27%	1.07%
Vantagepoint Model Port Long-Term Growth Fund	R1	Allocation--70% to 85% Equity	0.80%	0.27%	1.07%
Vantagepoint Model Port Global Eqty Growth Fund ¹²	R1	World Large Stock	0.80%	0.27%	1.07%
VT Puritan® Fund ¹⁴	R1	Allocation--50% to 70% Equity	0.80%	0.00%	0.80%
U.S. Stock Funds					
Vantagepoint Equity Income Fund ⁸	R1	Large Value	0.80%	0.20%	1.00%
VT Invesco Diversified Dividend Fund ⁸	R1	Large Value	0.80%	0.00%	0.80%
VT MFS Value ⁸	R1	Large Value	0.80%	0.00%	0.80%
Vantagepoint 500 Stock Index Fund	R1	Large Blend	0.80%	0.11%	0.91%
Vantagepoint Broad Market Index Fund	R1	Large Blend	0.80%	0.11%	0.91%
VT Parnassus Core Equity Fund	R1	Large Blend	0.80%	0.00%	0.80%
Vantagepoint Growth & Income Fund	R1	Large Blend	0.80%	0.20%	1.00%
VT Invesco Main Street Fund	R1	Large Blend	0.80%	0.00%	0.80%
Vantagepoint Growth Fund ⁸	R1	Large Growth	0.80%	0.20%	1.00%
VT Contrafund® ^{8,14}	R1	Large Growth	0.80%	0.00%	0.80%
VT T. Rowe Price® Growth Stock Fund ^{8,9}	R1	Large Growth	0.95%	0.00%	0.95%
Vantagepoint Select Value Fund ^{8,10}	R1	Mid-Cap Value	0.80%	0.20%	1.00%
VT Victory Sycamore Established Value Fund ^{8,10}	R1	Mid-Cap Value	0.80%	0.00%	0.80%
VT Vantagepoint Aggressive Opportunities Fund ^{8,10}	R1	Mid-Cap Growth	0.80%	0.20%	1.00%
VT AMG TimesSquare Mid Cap Growth Fund ^{8,10}	R1	Mid-Cap Growth	0.80%	0.00%	0.80%
VT Carillon Eagle Mid Cap Growth ^{8,10}	R1	Mid-Cap Growth	0.80%	0.00%	0.80%

VantageTrust Funds

Fund Revenue Disclosure

Data as of March 31, 2021

Fund Name	Class	Morningstar Category ¹	Recordkeeping Revenue ^{2,14}	ICMA-RC Investment Management Revenue	Total ICMA-RC Revenue ²
VT LSV Small Cap Value ^{8,11}	R1	Small-Cap Value	0.80%	0.00%	0.80%
Vantagepoint Mid /Small Co Inx Fund ¹¹	R1	Small Blend	0.80%	0.11%	0.91%
Vantagepoint Discovery Fund ¹¹	R1	Small Blend	0.80%	0.20%	1.00%
VT Invesco Discovery Fund ^{8,11}	R1	Small Growth	0.80%	0.00%	0.80%
International/Global Stock Funds					
Vantagepoint International Fund ¹²	R1	Foreign Large Blend	0.80%	0.20%	1.00%
Vantagepoint Overseas Index Fund ¹²	R1	Foreign Large Blend	0.80%	0.11%	0.91%
VT Diversified Int'l Fund ^{8,12}	R1	Foreign Large Growth	0.80%	0.00%	0.80%
Vantagepoint Emerging Markets ¹²	R1	Diversified Emerging Markets	0.80%	0.28%	1.08%
Specialty Funds					
VT Nuveen Real Estate Secs Fund ¹³	R1	Real Estate	0.80%	0.00%	0.80%

Before investing, please read the applicable Fund Fact Sheet(s) and the Fund's Disclosure Memorandum carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. This information is available when you log in at www.icmarc.org/login, or upon request by calling 800-669-7400.

ICMA-RC's identified fund line-up is not advice to the plan sponsor on the composition of the plan's fund line-up. ICMA-RC provides plan sponsors fund information to assist them in meeting their fiduciary responsibility in managing the plan. The plan sponsor retains the obligation to prudently select and monitor the investment funds it offers to plan participants. ICMA-RC may adjust fees commensurate with changes in revenue from alternative funds selected by the plan sponsor from ICMA-RC's mutual fund platform.

Fund expenses are subject to change.

When Funds are marketed to institutional clients by our Investment Only team, the Funds are offered by ICMA-RC Services, LLC (RC Services), an SEC registered broker-dealer and FINRA member firm. RC Services is a wholly-owned subsidiary of ICMA-RC and is an affiliate of VantageTrust Company, LLC and Vantagepoint Investment Advisers, LLC.

¹ Morningstar places funds in certain categories based on the fund's historical portfolio holdings. Placement of a fund in a particular Morningstar category does not mean that the fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A fund's investment strategy and portfolio holdings are governed by its prospectus, guidelines or other governing documents, not its Morningstar category.

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² ICMA-RC or its affiliates receive payments from third-party mutual funds that underlie certain Vantagepoint Funds. These payments are for services rendered by ICMA-RC or its affiliates to plans and participants, and are in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided by ICMA-RC or its affiliates. The revenue amounts listed for Vantagepoint Funds include all compensation paid by the fund to ICMA-RC and/or its affiliates. This amount includes compensation for investment advisory, transfer agency, and plan/participant services that is included in the daily NAV calculation. Revenue is subject to change at the discretion of the fund company and is received at various times throughout the course of a year based on the policies of the individual fund companies.

³ The Fund is invested in a single registered mutual fund, the Fidelity Money Market Government Portfolio. Investments in the fund are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. It is possible to lose money by investing in the fund.

VantageTrust Funds

Fund Revenue Disclosure

Data as of March 31, 2021

⁴ A fixed income fund is subject to credit risk and interest rate risk. Credit risk is when an issuer of a fixed income security may be unable or unwilling to make payments of principal or interest to the holders of these securities or may declare bankruptcy. Fixed income securities fluctuate in value as interest rates change. When interest rates rise, the market prices of fixed income securities will usually decrease; when interest rates fall, the market prices of fixed income securities usually will increase.

⁵ Funds that invest primarily in high yield bonds (bonds that are rated below investment grade and also known as "junk bonds") are subject to additional risk as these high yield bonds are considered speculative and involve a greater risk of default than "investment grade" securities. The values of these securities are particularly sensitive to changes in interest rates, issuer creditworthiness, and economic and political conditions. The market prices of these securities may decline significantly in periods of general economic difficulty, may be harder to value, and may be less liquid than higher rated securities.

⁶ **Prudential Retirement Insurance and Annuity Company (Prudential), CA COA #08003**, Hartford, CT. Neither Prudential nor ICMA-RC guarantees the investment performance or return on contributions to Prudential's Separate Account. You should carefully consider the objectives, risks, charges, expenses and underlying guarantee features before purchasing this product. Prudential may increase the Guarantee Fee in the future, from 1.00% up to a maximum of 1.50%. Like all variable investments, this Fund may lose value. Availability and terms may vary by jurisdiction; subject to regulatory approvals. Annuity contracts contain exclusions, limitations, reductions of benefits and terms for keeping them in force. Guarantees are based on Prudential's claims-paying ability. This annuity is issued under Contract form # GA-2020-TGWB4-0805-RC. ICMA-RC provides recordkeeping services to your Plan and is the investment manager of the underlying Prudential separate account. Prudential or its affiliates may compensate ICMA-RC for providing these and related administrative services in connection with the Fund. Variable annuities are suitable for long-term investing, particularly retirement savings. **©2021 Prudential, the Prudential logo, and the Rock symbol and Bring Your Challenges are service marks of the Prudential Insurance Company of America, Newark, NJ, and its related entities, registered in many jurisdictions worldwide. Note:** Participants who are interested in the VT Retirement IncomeAdvantage Fund must first receive and read the **VT Retirement IncomeAdvantage Fund Important Considerations** document, before investing.

⁷ The Fund is not a complete solution for all of your retirement savings needs. An investment in the Fund includes the risk of loss, including near, at or after the target date of the Fund. There is no guarantee that the Fund will provide adequate income at and through an investor's retirement. Selecting the Fund does not guarantee that you will have adequate savings for retirement.

⁸ Certain funds may be subject to style risk, which is the possibility that the investment style of its investment adviser will trail the returns of the overall market. In the past, different types of securities have experienced cycles of outperformance and underperformance in comparison to the market in general. For example, growth stocks have performed best during the later stages of economic expansion and value stocks have performed best during periods of economic recovery. Both styles may go in and out of favor. When the investing style used by a fund is out of favor, that fund is likely to underperform other funds that use investing styles that are in favor.

⁹ T. Rowe Price is a registered trademark of T. Rowe Price Group, Inc. – all rights reserved.

¹⁰ Funds that invest primarily in mid-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of mid-capitalization companies generally trade in lower volume and are generally subject to greater and less predictable price changes than the securities of larger companies.

¹¹ Funds that invest primarily in small-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of small-capitalization companies are generally subject to greater price volatility than those of larger companies due to less certain growth prospects, the lower degree of liquidity in the markets for their securities, and the greater sensitivity of smaller companies to changing economic conditions. Also, small-capitalization companies may have more limited product lines, fewer capital resources and less experienced management than larger companies.

¹² Funds that invest in foreign securities are exposed to the risk of loss due to political, economic, legal, regulatory, and operational uncertainties; differing accounting and financial reporting standards; limited availability of information; currency fluctuations; and higher transaction costs. Investments in foreign currencies or securities denominated in foreign currencies (including derivative instruments that provide exposure to foreign currencies) may experience gains or losses solely based on changes in the exchange rate between foreign currencies and the U.S. dollar. The risk of investing in foreign securities may be greater with respect to securities of companies located in emerging market countries. The value of developing or emerging market currencies may fluctuate more than the currencies of companies with more mature markets.

¹³ Sector funds tend to be riskier and more volatile than the broad market because they are generally less diversified and more volatile than other mutual funds.

¹⁴ PURITAN and CONTRAFUND are registered service marks of FMR LLC. Used with permission.

ADMINISTRATIVE SERVICES AGREEMENT

for

City of Crestview

Type: **457**

Account #: **305110**

MissionSquare
RETIREMENT

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) _____, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Crestview** ("Employer"), an **Entity** organized and existing under the laws of the State of **Florida** with an office at **198 North Wilson Street, Crestview, Florida 32536**.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in VantageTrust's principal disclosure documents, the VantageTrust Disclosure Memorandum and the Funds' Fact Sheets (together, "VT Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the VT Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 11, so long as MissionSquare continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than MissionSquare. Employer acknowledges that MissionSquare has agreed to the compensation to be paid to MissionSquare under this Agreement in the expectation that MissionSquare will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of MissionSquare at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan

sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports, statements and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to MissionSquare through electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to MissionSquare timely fund investment updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

5. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.
- (b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) MissionSquare shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the

Plan in the event that the Employer directs MissionSquare to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, MissionSquare shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

6. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment

advisory services to individual participants enrolled in Guided Pathways Advisory Services.

- (c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement IncomeAdvantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the VT Disclosures and that it has read the information therein concerning the VT Retirement IncomeAdvantage Fund.
- (d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

7. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

8. Compensation and Payment

- (a) **Plan Administration Fee.** The amount to be paid for plan administration services under this Agreement shall be **0.55%** per annum of the amount of Plan assets invested in VantageTrust. Such fee shall be computed based on average daily net Plan assets in VantageTrust.
- (b) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that, in addition to amounts payable under this Agreement, MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.
- (c) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified

in the prospectus for the individual mutual fund and referenced in the VT Disclosures.

- (d) **Payment Procedures.** All payments to MissionSquare pursuant to this Section 8 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 8 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section **8** are contingent upon the Employer's use of MissionSquare's plan sponsor website system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

9. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by MissionSquare and are not to be remitted to MissionSquare. In the event that any check or wire transfer is incorrectly labeled or transferred to MissionSquare, MissionSquare may return it to Employer with proper instructions.

10. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

11. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). This Agreement may be terminated without penalty by either party on sixty days advance notice in writing to the other; provided however, that the Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the Vantagepoint PLUS Fund, offered by VantageTrust, as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the Vantagepoint PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the Vantagepoint PLUS Fund).

12. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) MissionSquare may modify this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

13. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

MissionSquare: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

14. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

15. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

16. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

17. Governing Law

Plan number 305110

This Agreement shall be governed by and construed in accordance with the laws of the State of **Florida**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF CRESTVIEW

By _____
Signature/Date

By Jessica Leavins
Name and Title (Please Print)

**INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION
doing business as MISSIONSQUARE RETIREMENT**

By 
Erica McFarquhar
Authorized Representative

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via **DocuSign**
- (b) Electronically to PlanAdoptionServices@icmarc.org, or
- (c) In paper form to MissionSquare
ATTN: PLAN ADOPTION SERVICES
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.

- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window currently is outlined at <https://ezlink.icmarc.org>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, MissionSquare will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
- (o) Guided Pathways Advisory Services - MissionSquare's participant advice service, "Fund Advice" may be made available through a third-party vendor on the terms specified on MissionSquare's website.
- (p) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

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ASA Administration

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact ICMA-RC- Client Contracts:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: clientcontracts_icma-rc@icmarc.org

To advise ICMA-RC- Client Contracts of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at clientcontracts_icma-rc@icmarc.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from ICMA-RC- Client Contracts

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to clientcontracts_icma-rc@icmarc.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with ICMA-RC- Client Contracts

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to clientcontracts_icma-rc@icmarc.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify ICMA-RC- Client Contracts as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by ICMA-RC- Client Contracts during the course of your relationship with ICMA-RC- Client Contracts.



Staff Report

CITY COUNCIL MEETING DATE: July 26, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Elizabeth Roy, City Clerk
DATE: 7/20/2021
SUBJECT: Approval of the Minutes from the May 10, 2021 and May 24, 2021 City Council Meeting

BACKGROUND:

Minutes are presented for approval in regular or special City Council or CRA meetings.

DISCUSSION:

Minutes are accomplished as soon as possible after any meeting of the City Council or CRA Board

Council and CRA members are requested to send any corrections to the City Clerk prior to the meeting so any corrections can be made.

Any amended minutes will be presented in the meeting for approval.

GOALS & OBJECTIVES

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

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

Communication- To engage, inform and educate public and staff

FINANCIAL IMPACT

There is no financial impact to the City.

RECOMMENDED ACTION

Staff respectfully requests that the Council approve the minutes from the May 10, 2021 and May 24, 2021 City Council meetings.

Attachments

1. 2021.05.10 CCM
2. 2021.05.24 CCM

**City Council Meeting
May 10, 2021
6:00 PM
Council Chambers**

The Regular Meeting of the Crestview City Council was called to order at 6:00 P.M. Members present were Shannon Hayes, Joe Blocker, Andrew Rencich, Cynthia Brown and Doug Capps. Also present were the honorable Mayor JB Whitten, City Clerk Elizabeth Roy, City Manager Tim Bolduc, City Attorney Mr. Holloway, department heads and members of the press.

REGULAR AGENDA

1. Called to Order

This meeting was called to order by the Honorable Mayor Whitten at 6:00 p.m.

2. Invocation and Pledge of Allegiance

The invocation and pledge led by Police Chaplin Mark Broadhead.

3. Open Policy making and legislative session

4. Approval of Agenda

Mayor Whitten asked if there were any changes or objections to the current Agenda.

Mr. Hayes requested that Senate House Bill 403 Home Based Business be added for discussion.

Mayor Whitten asked for action.

A motion made by Ms. Brown to approve the amended Agenda. Seconded by Mr. Blocker with 5 yeas from Ms. Brown, Mr. Blocker, Mr. Capps, Mr. Hayes, Mr. Rencich with 0 nays, motion carried.

5. Presentations and Reports

6. Consent Agenda

6.1 Selection of Alternate Engineering Consultants

6.2 Approval of Elevated Tank Bid

Mayor Whitten asked for action by Council.

A motion made by Mr. Capps to approve the Consent Agenda. Seconded by Mr. Hayes with 5 yeas from Mr. Capps, Mr. Hayes, Mr. Hayes, Ms. Brown, Mr. Rencich with 0 nays, motion carried.

7. Public Hearings- Ordinances on Second Reading

7.1 Ordinance 1823 Joey's Law

Mr. Bolduc, City Manager asked the City Clerk to read Ordinance 1823 by title.

Ms. Roy, City Clerk stated, "Ordinance 1823 reads by title,

ORDINANCE: 1823

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR COMPLIANCE WITH STATE OF FLORIDA STATUTE; PROVIDING FOR THE AMENDMENT OF CHAPTER 54 – OFFENSES AND MISCELLANEOUS PROVISIONS FOR THE ENACTMENT OF JOEY'S LAW; PROVIDING FOR AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

This is the Second Reading for Ordinance 1823."

Mr. Bolduc, City Manager stated that this Ordinance pertains to using the facilities provided for a restroom and not public property.

Mayor Whitten asked for action.

A motion made by Mr. Hayes to adopt Ordinance 1823 on Second Reading and send for signatures. Seconded by Mr. Rencich with 5 yeas from Mr. Hayes, Mr. Rencich, Ms. Brown, Mr. Blocker, Mr. Capps with 0 nays, motion carried.

8. Ordinances on First Reading

8.1 Ordinance 1824- Jones Road Annexation

Mr. Duley, Planning Administrator asked the City Clerk to read Ordinance 1824 by title.

Ms. Roy, City Clerk stated, "Ordinance 1824 reads by title,

ORDINANCE: 1824

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 115.94 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 5, TOWNSHIP 3 NORTH, RANGE 23 WEST, AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

This is the First Reading of Ordinance 1824."

Mr. Duley, Planning Administrator stated that on April 8, 2021, staff received an application to annex and to amend the comprehensive plan and zoning designations for property located at 331 Jones Road. The subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Low Density Residential and Residential-1, respectively. The subject property is currently undeveloped, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property should be developed residentially. The Planning and Development Board recommended approval of the request on May 3, 2021.

Mayor Whitten asked for action by Council.

A motion made by Mr. Rencich to adopt Ordinance 1824 on First Reading and send to Second Reading. Seconded by Mr. Capps with 5 yeas from Mr. Rencich, Mr. Capps, Mr. Blocker, Mr. Hayes, Ms. Brown with 0 nays, motion carried.

8.2 Ordinance 1825- Jones Road Comprehensive Plan Amendment

Mr. Duley, Planning Administrator asked the City Clerk to read Ordinance 1825.

Ms. Roy, City Clerk stated, "Ordinance 1825 reads by title,

ORDINANCE: 1825

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, AMENDING ITS ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING

FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR CHANGING THE FUTURE LAND USE DESIGNATION FROM OKALOOSA COUNTY LOW DENSITY RESIDENTIAL TO RESIDENTIAL (R) ON APPROXIMATELY 115.94 ACRES, MORE OR LESS, IN SECTION 5, TOWNSHIP 3 NORTH, RANGE 23 WEST; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

This is the First Reading of Ordinance 1825.”

Mr. Duley, Planning Administrator stated that the subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Low Density Residential and Residential-1.

Mayor Whitten asked for action.

A motion made by Mr. Capps to adopt Ordinance 1825 on First Reading and move to Second Reading. Seconded by Ms. Brown with 5 yeas from Mr. Capps, Ms. Brown, Mr. Hayes, Mr. Rencich, Mr. Blocker with 0 nays, motion carried.

8.3 Ordinance 1826- Jones Road Rezoning

Mr. Duley, Planning Administrator asked the City Clerk to read Ordinance 1826 by title.

Ms. Roy, City Clerk, stated, “Ordinance 1826 reads by title,

ORDINANCE: 1826

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 115.94 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 5, TOWNSHIP 3 NORTH, RANGE 23 WEST, FROM THE OKALOOSA COUNTY RESIDENTIAL-1 ZONING DISTRICT TO THE SINGLE AND MULTIFAMILY DWELLING (R-3) ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR THE UPDATING OF THE CRESTVIEW ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

This is the First Reading of Ordinance 1826.”

Mr. Duley, Planning Administrator stated the subject property is currently located within unincorporated Okaloosa County with a future land use and zoning designation of Low Density Residential and Residential-1, respectively. The application requests the Single and Multi-Family Dwelling (R-3) zoning designation for the property.

Mayor Whitten asked for action.

A motion made by Mr. Rencich to adopt Ordinance 1826 on First Reading and move to Second Reading. Seconded by Mr. Blocker with 5 yeas from Mr. Rencich, Mr. Blocker, Ms. Brown, Mr. Capps, Mr. Hayes with 0 nays, motion carried.

9. Resolutions

9.1 House Bill 403

Mayor Pro-Tem Hayes gave a brief overview concerning HB403 in sending a resolution or letter vetoing this bill.

Discussion ensued.

A motion made by Ms. Brown to send a letter to the State concerning House Bill 403. Seconded by Mr. Hayes with 5 yeas from Ms. Brown, Mr. Hayes, Mr. Rencich, Mr. Capps, Mr. Blocker with 0 nays, motion carried.

10. Action Items

10.1 Memorandum of Understanding with the Florida Department of Corrections

Mr. Bolduc, City Manager stated that the Crestview Police Department often requests the assistance of the Florida Department of Corrections for the assistance of staffing and use of man-tracking bloodhounds for the tracking of escaped, missing and fleeing persons. The approval of this MOU would allow the continued partnership between the Crestview Police Department and the Florida Department of Corrections.

Discussion ensued.

A motion made by Mr. Rencich to approve the Memorandum of Understanding between the City of Crestview Police Department and the Florida Department of Corrections. Seconded by Mr. Hayes with 5 yeas from Mr. Rencich, Mr. Hayes, Mr. Blocker, Ms. Brown, Mr. Capps, with 0 nays, motion carried.

10.2 Main Street Demolition Bid

Mr. Bolduc, City Manager stated, 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. Staff is requesting City Council approval to accept the proposals as they were received an award the contract to the low bidder, R&D Development Inc. for \$28,500.00.

A brief discussion ensued.

Mayor Whitten asked for action.

A motion made by Mr. Hayes to approve the awarding of the contract to the low bidder R&D Development Inc. for \$28,500.00. Seconded by Ms. Brown with 5 yeas from Mr. Hayes, Ms. Brown, Mr. Capps, Mr. Blocker, Mr. Rencich with 0 nays, motion carried.

10.3 Emergency Purchase of PVC Irrigation pipe for golf course

Mr. Bolduc, City Manager stated that Staff is continuing to work with Mammouth Sports to finalize a contract for the repairs to the golf course. While there are still outstanding items and the contract has not yet been executed, one of the primary components of the contract is to have the City make direct purchases on large material orders to save on sales tax expenditures. This process is referred to as “owner direct purchasing” and is a common practice in large Page 87 of 98 municipal construction related projects. The attached materials list, this includes 22,800 feet of CL200 PVC pipe needed for the new irrigation system. On Monday, May 3rd the Public Services Director was made aware of an additional price increase of 8 to 10% by the end of the week. While discussing this potential increase and with no immediate change to the price increases and material shortages for PVC pipe, The City Manager recommended that we move forward with issuing an Emergency Purchase Order in accordance with Section 3 Part C of the purchasing manual. Staff respectfully requests the approval of an emergency purchase in the amount of \$92,236.60 (to secure or lock-in pipe pricing) with FIS Outdoor for a total of 22,800 feet of class 200 PVC Irrigation Pipe for the Foxwood Golf Course improvements.

Discussion ensued.

A motion made by Mr. Hayes to approve an emergency purchase in the amount of \$92,236.60 (in order to secure or lock-in pipe pricing) with FIS Outdoor for a total of 22,800 feet of class 200 PVC Irrigation Pipe for the Foxwood Golf Course improvements. Seconded by Mr. Rencich with 5 yeas from Mr. Hayes, Mr. Rencich, Mr. Blocker, Mr. Capps, Ms. Brown with 0 nays, motion carried.

11. City Clerk Report

Ms. Roy, City Clerk informed Council of Memorial Day activities taking place.

12. City Manager Report

12.1 Great Life Golf Introduction

Mr. Bolduc, City Manager introduced the representatives from Great Life Golf to Council.

Mr. Farrant, COO of Great Life Golf who introduced the team Mr. Ryan Mansell, Mr. Brent Stevenson, Mr. Daryl Pierson this is the staff that is working on the Foxwood Golf Course project. He then gave a brief overview of what his company does.

A brief discussion ensued.

12.2 Budget submitted to the Governor.

Mr. Bolduc, City Manager reviewed the four budget items that is being submitted to the Governor. He also spoke about how strong Okaloosa County is represented in those budget submissions.

12.3 175 MacArthur

Mr. Bolduc, City Manager updated Council on the Code Enforcement dealings with a property located at 175 MacArthur in the City limits. After many attempts to contact the owner concerning the condition of the property, the Magistrate has issues fines and the next step is foreclosure. The City Attorney, Mr. Holloway is conducting a title search but is seeking Council approval to enforce the Code Enforcement violations.

Mr. Holloway, City Attorney, informed Council that this process can take up to six months to complete.

Discussion ensued.

Council gave consensus to give permission to the City Attorney to start his process.

Mr. Holloway, City Attorney is requested an Executive Session on May 24th at 5:30 p.m.

Council gave consensus to schedule an Executive Session at 5:30 p.m. on May 24th.

13. Comments from the Mayor and Council

Mr. Capps briefed Council on the TCPI that he attended.

Mr. Rencich inquired about sponsorships to replace items at the park.

Mr. Blocker inquired about adding additional benches in downtown and the park.

Mr. Bolduc, City Manager gave an update on the downtown project.

Mr. Hayes briefed Council on the different meetings and events that he attended.

Mayor Whitten spoke about the success of the City Clean Up the upcoming activities on Main Street and Family Movie Night and other items of community interest.

Mr. Bolduc, City Manager informed Council that their approval will be needed in the future concerning the golf course.

Mr. Rencich suggested that Council would need to approve that purchasing authority.

A motion made by Mr. Rencich to approve the City Manager to work inside of the budget to make owner direct purchases for the improvement of the golf course following the purchasing

policy. Seconded by Mr. Hayes with 5 yeas from Mr. Rencich, Mr. Hayes, Mr. Blocker, Mr. Capps, Ms. Brown, with 0 nays, motion carried.

14. Comments from the Audience

15. Adjournment

This meeting was adjourned by Mayor Whitten at 7:19 p.m.

Elizabeth M. Roy
City Clerk

J B Whitten
Mayor

Minutes approve this ____ day of _____, 20__.

City Council Meeting
May 24, 2021
6:00 PM
Council Chambers

The Regular Meeting of the Crestview City Council was called to order at 6:00 P.M. Members present were Shannon Hayes, Joe Blocker, Andrew Rencich, Cynthia Brown, and Doug Capps. Also, present were the honorable Mayor JB Whitten, City Clerk Elizabeth Roy, City Manager Tim Bolduc, City Attorney Mr. Holloway, department heads and members of the press.

REGULAR AGENDA

1. Called to Order

This meeting was called to order by the Honorable Mayor Whitten at 6:00 p.m.

2. Invocation and Pledge of Allegiance

The invocation and pledge were led by Pastor Edwin Stallworth, Police Chaplain and pastor of Evelenar Missionary Baptist Church.

3. Open Policy making and legislative session

4. Approval of Agenda

Mayor Whitten asked if there were any changes or objections to the current Agenda.

There were no objections or changes to Agenda it was approved by unanimous consent.

5. Presentations and Reports

Kristen Sallberg of the First United Methodist Church thanked the city for their participation in the Food Drives that the church has hosted at the Community Center.

6. Consent Agenda

6.1 Skate Park Contract

6.2 Appointment of Crestview Housing Authority Board Members

Mayor Whitten asked for action on the Consent Agenda.

A motion made by Mr. Hayes to approve the Consent Agenda. Seconded by Mr. Blocker with 5 yeas from Mr. Hayes, Mr. Blocker, Mr. Rencich, Ms. Brown, Mr. Capps with 0 nays, motion carried.

7. Public Hearings- Ordinances on Second Reading

7.1 Ordinance 1824- Jones Road Annexation

Mr. Duley, Planning Administrator asked the City Clerk to read Ordinance 1824 by title.

Ms. Roy, City Clerk stated, "Ordinance 1824 reads by title,

ORDINANCE: 1824

AN ORDINANCE ANNEXING TO THE CITY OF CRESTVIEW, FLORIDA, ± 115.94 ACRES OF CONTIGUOUS LANDS LOCATED IN SECTION 5, TOWNSHIP 3 NORTH, RANGE 23 WEST, AND BEING DESCRIBED AS SET FORTH HEREIN; PROVIDING FOR AUTHORITY; PROVIDING FOR LAND DESCRIPTION; PROVIDING FOR BOUNDARY; PROVIDING FOR LAND USE AND ZONING DESIGNATION; PROVIDING FOR AMENDMENT TO THE BASE, LAND USE AND ZONING MAPS; PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR FILING WITH THE CLERK OF CIRCUIT COURT OF OKALOOSA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF OKALOOSA COUNTY AND THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR REPEAL OF CONFLICTING CODES AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

This is the Second Reading of Ordinance 1824."

Mr. Duley, Planning Administrator informed Council that due to the acreage of land being annexed it must be reviewed by the State, but the city can continue to annex this land into the city limits.

Mayor Whitten asked for action by Council.

A motion made by Mr. Blocker to adopt Ordinance 1824 on Second Reading and send for signatures. Seconded by Mr. Capps with 5 yeas from Mr. Blocker, Mr. Capps, Mr. Rencich, Ms. Brown, Mr. Hayes with 0 nays, motion carried.

8. Ordinances on First Reading

9. Resolutions

10. Action Items

10.1 Circulation Desk Purchase

Mr. Bolduc, City Manager informed Council that the circulation desk in the library is the original unit that was placed upon opening in 2002. This unit has a great deal of wear and tear including degraded work surface and broken cabinets. After careful consideration and research, staff determined that mediatechnologies malibu circulation desk would be most suitable for price, style, fit and functionality. This requested purchase would "piggyback" Miami-Dade County furniture contract number RTQ-00439 with Creative Library Concepts through their User Access Program (UAP). Miami-Dade County offers a UAP which would allow the City access to nearly 800 competitively established County contracts and prequalification pools for a wide variety of goods and services.

Total cost is \$26,220.69 with \$15,000.00 in the current budget. The additional requested funding is available in the library's equipment account due to savings on some services provided by the library, computer purchases and discontinuation of maintenance service of old security system in favor of new RFID.

Mayor Whitten asked for action.

A motion made by Mr. Blocker to approve the participation in the UAP program and "piggyback" Miami-Dade County Furniture Contract #RTQ-00439 for the purchase of a mediatechnologies malibu circulation desk for The Robert L. F. Sikes (Crestview) Public Library and authorization of expenditures not to exceed \$26,220.69 to Creative Library Concepts, Inc., which includes freight and basic installation. Seconded by Mr. Rencich with 5 yeas from Mr. Blocker, Mr. Rencich, Ms. Brown, Mr. Hayes, Mr. Capps with 0 nays, motion carried.

10.2 Approval of CESF Grant with Proposed Budget

Mr. Bolduc, City Manager stated that on June 8, 2020, the Crestview Police Department submitted a request before council seeking approval to submit for a Coronavirus Emergency Supplemental Funding grant (CESF) to offset expenses of items that were not previously budgeted. The original application was for \$132,447.00 of which, \$111,457.00 was approved. Upon approval, Staff is requesting permission to proceed with the purchase of 13 laptop computers from Vtechio, a vendor of the City of Crestview. Due to the nature of the purchase and to ensure consistency with IT equipment and support. In anticipation of this grant, Staff has been working with both companies that currently supply IT equipment to the city. Vtechio was the only respondent to the request for a price. The vendor is indicating a two (2) month delay in receiving the equipment currently. For this reason, Staff is seeking permission to waive the requirement for additional bids and proceed with purchasing the laptops. Staff will submit for reimbursement of items already expended and purchase the remaining equipment the equipment not yet purchased. With the approval of this item, Staff is requesting that the City Manager and Finance Director be allowed to adjust within the budget as necessary moving forward.

A brief discussion ensued.

Mayor Whitten asked for action by Council.

A motion made by Mr. Hayes to approve the amended budget for the CESF grant and to purchase 13 laptop computers from Vtechio and to proceed with the remaining purchases as approved in the amended budget. Seconded by Mr. Rencich with 5 yeas from Mr. Hayes, Mr. Rencich, Mr. Capps, Mr. Blocker, Ms. Brown with 0 nays, motion carried.

10.3 Purchase of Self -Contained Breathing Apparatus

Mr. Bolduc, City Manager stated that in 2016 the City of Crestview worked with Fisher Scientific to develop a replacement schedule for its Self-Contained Breathing Apparatus and air cylinders. As of the time of this report, The Crestview Fire Department maintains twenty-two (22) SCBA and forty-four (44) cylinders. An SCBA consists of the harness, regulators, face piece and air gage, while the cylinders provide air supply to the SCBA. In 2020, upon receipt of the CARES Funding the City Council set aside \$100,000 for Fire Department Related needs. As of the time of this report, there is still approximately \$70,000 available from this funding. Staff is requesting approval to purchase the remaining 11 units and five (5) cylinders using funding available in the CARES Act allocation. Staff further request City Council approval to direct purchase these units through Fisher Scientific to ensure compatibility with the existing system and to complete the replacement program.

Mayor Whitten asked for action.

A motion made by Ms. Brown to approve to waive the purchasing policy and approve the purchase of SCBA and cylinders from Fisher Scientific in the amount of \$67,024.75. Seconded by Mr. Hayes with 5 yeas from Ms. Brown, Mr. Hayes, Mr. Blocker, Mr. Capps, Mr. Rencich with 0 nays, motion carried.

10.4 Lift Station #17 Budget

Mr. Bolduc, City Manager stated the rehab of lift station #17 was approved in the 2020-2021 budget cycle for \$90,000. However, the quotes received ranged from \$122,000-\$128,000. This is primarily due to material cost increases that have occurred since the estimates were received last year. Pump and Process was the lowest quote at \$122,857. An additional \$32,857 is required to keep this Sewer CIP on schedule. This additional funding will be transferred from the Sewer Capital Improvement account # 533-6301, this amount of \$50,000 was approved for the Split Creek Engineering Project, this project will be deferred until the next budget cycle.

A brief discussion ensued.

Mayor Whitten asked for action.

A motion made by Mr. Capps to approve the budget transfer in the amount of \$32,857.00 to complete this project. Seconded by Mr. Rencich with 5 yeas from Mr. Capps, Mr. Rencich, Ms. Brown, Mr. Hayes, Mr. Blocker with 0 nays, motion carried.

10.5 Update to the Enterprise Fleet Maintenance Program

Mr. Bolduc, City Manager stated that during the 2020 budget process, he discussed the need to develop a system to replace vehicles on a regular replacement schedule and prior to the vehicle becoming a liability. Staff would like for immediate ordering – Ford Order banks for Trucks only close next week): 32 Truck replacements (combining 2022 and 2023 replacement years) - roughly \$55K in potential equity to gain. No immediate funding will be required to place the truck order before the close of the order banks next week. The cost of the lease program with Enterprise Fleet Maintenance will be included as part of the regular budget submittals in the amount of \$276,864.00 for the 32 vehicles.

A discussion ensued.

Mayor Whitten asked for action by Council.

A motion made by Mr. Rencich to approve the immediate ordering of 32 truck replacements for the years 2022 and 2023 as leases with Enterprise Fleet Maintenance program.

11. City Clerk Report

11.1 Memorial Day Program

Ms. Roy, City Clerk wanted to remind the Council that the Memorial Day Observance is the coming Monday at 10:00 a.m. at the Okaloosa County Veteran's Wall and that this event is sponsored by the Kiwanis Club.

12. City Manager Report

12.1 Auburn Water Agreement

Mr. Bolduc, City Manager informed Council that earlier in this meeting approval was given to annex property located behind the high school. But the service area for utilities is under agreement with Auburn Water and some of that service area is located on the newly annexed property. After much discussion between Auburn Water and our City Attorney, there is an agreement that needs Council approval. This agreement will give the City of Crestview access to supply utilities to the whole area with the negotiated rate.

Mayor Whitten asked for action by Council.

A motion made by Mr. Hayes to approve the agreement with Auburn Water as presented. Seconded by Mr. Blocker with 5 yeas from Mr. Hayes, Mr. Blocker, Ms. Brown, Mr. Capps, Mr. Rencich with 0 nays, motion carried.

12.2 Skate Park Opening

Mr. Bolduc, City Manager stated that the skate park will be opening soon, and the park needs a name. Staff is asking for approval to name the park Brookemeade Park.

A brief discussion ensued.

Mayor Whitten asked for action.

A motion made by Mr. Hayes to approve the naming of the skate park to Brookemeade Park. Seconded by Mr. Rencich with 5 yeas from Mr. Hayes, Mr. Rencich, Mr. Blocker, Mr. Capps, Ms. Brown with 0 nays, motion carried.

12.3 Other Items of Discussion

Mr. Bolduc informed Council that this Thursday he will be roofing the second house for Habitat for Humanity, so he will not be in office. He also informed them that the Facility Assessment should be wrapping within the coming weeks.

13. Comments from the Mayor and Council

Mr. Blocker inquired about any activity at the golf course.

Mr. Bolduc, City Manager answered that tomorrow morning a bid goes for the irrigation system.

Mr. Blocker then inquired about the gas line for the Crestview Commons.

Mr. Bolduc, City Manager answered that the line is getting installed right now and there maybe a possibility for a release information concerning the stores.

Ms. Brown spoke to Council concerning the Safe Haven Baby Boxes.

Discussion ensued.

Mayor Whitten asked that this item be placed on the next agenda for discussion.

Mr. Capps inquired about the work on Main Street.

Mr. Bolduc, City Manager gave him a brief update on that project.

Mr. Bolduc, City Manger gave Council an update on the budget submitted to the State.

Mr. Hayes updated Council on the activities that he has attended in the past week.

A motion made by Mr. Hayes for Council to approve for Ms. Brown to be the primary representative for the Library Co-op. Seconded by Mr. Rencich with 4 yeas from Mr. Hayes, Mr. Rencich, Mr. Blocker, Mr. Capps with 0 nays, motion carried. Ms. Brown abstained from voting.

A motion made by Mr. Hayes to appoint Mr. Capps the primary for the Tri-County Partnership Initiative. Seconded by Mr. Rencich with 5 yeas from Mr. Hayes, Mr. Rencich, Mr. Capps, Ms. Brown, Mr. Blocker with 0 nays, motion carried.

Mr. Hayes inquired about an update concerning the property purchase.

Mr. Bolduc, City Manager gave a brief update on those properties.

Mayor Whitten spoke about the success of the Car and Art Show Festival and that the city is sponsoring the upcoming Chamber Breakfast. He noted that he is looking for Council support with his selection of President of the Northwest Florida League of Cities events and looking for funds to help cover some the expenses.

Mr. Bolduc, City Manager stated that funding is available for that, and it will be considered for the next budget cycle.

14. Comments from the Audience

15. Adjournment

This meeting was adjourned by Mayor Whitten at 7:18 p.m.

Elizabeth M. Roy
City Clerk

J B Whitten
Mayor

Minutes approve this _____ day of _____, 20__.



Staff Report

CITY COUNCIL MEETING DATE: July 26, 2021

TYPE OF AGENDA ITEM: 2nd Reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Stephen McCosker, Police Chief
DATE: 7/22/2021
SUBJECT: Ordinance 1829 - 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.

Financial Sustainability- Achieve long term financial sustainability

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

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 Ordinance 1829 on second reading and send for signatures.

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 COUNCIL 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 ON SECOND READING BY THE CITY COUNCIL OF CRESTVIEW,
FLORIDA ON THE _____ DAY OF _____, 2021.

ATTEST:

ELIZABETH M. ROY
City Clerk

APPROVED BY ME THIS _____ DAY OF _____, 2020.

J. B. WHITTEN Mayor

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 Council 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 26, 2021

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director
DATE: 7/20/2021
SUBJECT: Budget Amendment

BACKGROUND:

The City Council adopted the Fiscal Year 2021 Operating Budget on September 28, 2020. It is occasionally necessary to amend the City's budget during the course of the year as unanticipated projects and opportunities arise.

The amendment being considered under this resolution represents the use of additional revenues and expenditures as reflected below.

DISCUSSION:

The items addressed in the budget resolution reflect revenues and expenditures that have an impact on the total budget amounts within the General Fund and the Sanitation Fund. Resolution 2021-17 addresses the following:

Police: Recognizes (CESF Grant) Coronavirus Emergency Supplemental Funding (\$111,457), (JAGC Grant) Edward Byrne Memorial Justice Grant (\$10,854) and recognizes insurance proceeds from damaged patrol vehicles (\$20,992).

General & Administration: Records expenditures for the Facility Assessment as approved by Council on 02/08/21 from cash carryforward (\$151,120) and records expenditure for the acquisition of the Bowers Street property as approved by Council on 06/08/21 from cash carryforward (\$10,000).

Sanitation: Recognizes (FEMA) reimbursement for Hurricane Sally expenditures related to landfill charges for debris removal (\$28,083).

Recreation: Records expenditures associated with the Mammoth Sport Construction Contract for the golf course as approved by Council on 4/8/2021 (\$909,963). Recognizes revenue from a donation by Eglin Federal Credit Union for the construction of the new Skate Park (\$100,000).

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

The recommended budget amendment results in a total increase to the Fiscal Year 2021 budget by \$1,342,469.00. The individual accounts affected are presented in Exhibit A.

RECOMMENDED ACTION

Staff respectfully requests City Council to approve Resolution 2021-17 - Fiscal Year 2021 Budget Amendment.

Attachments

1. Budget Amendment Resolution #2021-17

RESOLUTION: 2021-17

**A RESOLUTION OF THE CITY OF CRESTVIEW, FLORIDA,
AMENDING THE BUDGET TO MORE ACCURATELY REFLECT
ESTIMATED REVENUES AND APPROPRIATIONS. THE
AMENDMENTS ARE THE RESULT OF VARIOUS FACTORS,
INCLUDING: INCREASES IN ESTIMATED REVENUES AND/OR
APPROPRIATIONS TO MORE ACCURATELY REFLECT
PROJECTIONS FOR DEPARTMENTS; PROVIDING FOR
DISTRIBUTION TO ALL DEPARTMENTS OF RECORDS, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, The City Council has determined that it is the best interest of the City to amend its budget for the fiscal year 2021; and

WHEREAS, The City's budget needs to be amended to reflect such change.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Crestview of Okaloosa County, Florida that:

1. The Budget is amended to accurately reflect estimated revenues and appropriations, a copy of which is attached hereto.
2. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED IN REGULAR SESSION THIS 26th DAY OF JULY, 2021.

CITY OF CRESTVIEW, FLORIDA

JB Whitten, Mayor

Attest:

Elizabeth M. Roy, City Clerk

RESOLUTION NO. # 2021-17

FUND: General			DEPARTMENT: General & Administration		
<u>EXPENSE BUDGET</u> ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0311-511-34-00	Contractual Services		191,236	151,120	342,356
LINE ITEM TOTAL-----				151,120	
<u>REVENUE BUDGET</u> ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	C/F Funds Forward		1,138,554	151,120	1,289,674
LINE ITEM TOTAL-----				151,120	
COMMENTS/EXPLANATION: To record expenditures for the Facility Assessment as approved by Council on 02/08/2021.					

FUND: General			DEPARTMENT: Police		
<u>EXPENSE BUDGET</u> ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0721-521-12-00	Regular Salaries		2,408,089	37,558	2,445,647
001-0721-521-52-00	Operating Supplies		93,302	51,200	144,502
001-0721-521-64-00	Capital Equipment		316,766	22,699	339,465
LINE ITEM TOTAL-----				111,457	
<u>REVENUE BUDGET</u> ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-331-20-00	Federal Grants - Public Safety		0	111,457	111,457
LINE ITEM TOTAL-----				111,457	
COMMENTS/EXPLANATION: To recognize the revenue and expenses related to the 2021-CESF-OKAL-1-C9-078 Public Safety Grant as approved by council in May 2021.					

FUND: Sanitation			DEPARTMENT: Sanitation		
<u>EXPENSE BUDGET</u> ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
441-1834-534-39-00	Landfill Charges		41,715	28,083	69,798
LINE ITEM TOTAL-----				28,083	
<u>REVENUE BUDGET</u> ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
441-0000-331-50-00	Federal Grants - FEMA		0	28,083	28,083
LINE ITEM TOTAL-----				28,083	
COMMENTS/EXPLANATION: To recognize revenue from FEMA for reimbursement for Hurricane Sally and also the expenditures related to landfill charges for debris removal.					

FUND: General			DEPARTMENT: Police		
<u>EXPENSE BUDGET</u> ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0721-521-42-00	Operating Supplies		144,502	10,854	155,356
LINE ITEM TOTAL-----				10,854	
<u>REVENUE BUDGET</u> ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-331-20-00	Federal Grants - Public Safety		111,457	10,854	122,311
LINE ITEM TOTAL-----				10,854	
COMMENTS/EXPLANATION: To recognize revenue and expenditures related to the 2021-JAGC-OKAL-1-5R-125 Edward Byrne Memorial Justice Grant for the purchase of a Rapid ID Fingerprinting Instrument.					

RESOLUTION NO. # 2021-17

FUND: General			DEPARTMENT: Recreation		
<u>EXPENSE BUDGET</u> ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-2773-572-63-00	Improvements Other than Buildings		309,682	909,963	1,219,645
LINE ITEM TOTAL-----				909,963	
<u>REVENUE BUDGET</u> ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	C/F Funds Forward		1,289,674	909,963	2,199,637
LINE ITEM TOTAL-----				909,963	
COMMENTS/EXPLANATION: To record the expenditures associated with the Mammoth Sport Construction Contract for the golf course as approved by Council on 4/8/2021.					

FUND: General			DEPARTMENT: Recreation		
<u>EXPENSE BUDGET</u> ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-2773-572-63-00	Improvements Other than Buildings		1,219,645	100,000	1,319,645
LINE ITEM TOTAL-----				100,000	
<u>REVENUE BUDGET</u> ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-366-02-00	Donations / Skate Park		0	100,000	100,000
LINE ITEM TOTAL-----				100,000	
COMMENTS/EXPLANATION: To recognize the revenue from a donation from Eglin Federal Credit Union for the construction of the new Skate Park.					

FUND: General			DEPARTMENT: General & Administration		
<u>EXPENSE BUDGET</u> ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0311-511-61-00	Land		0	10,000	10,000
LINE ITEM TOTAL-----				10,000	
<u>REVENUE BUDGET</u> ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	C/F Funds Forward		2,199,637	10,000	2,209,637
LINE ITEM TOTAL-----				10,000	
COMMENTS/EXPLANATION: To record property acquisition on Bowers Avenue as approved by Council on June 28, 2021.					

FUND: General			DEPARTMENT: Police		
<u>EXPENSE BUDGET</u> ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0721-521-64-00	Capital Equipment		316,766	20,992	337,758
LINE ITEM TOTAL-----				20,992	
<u>REVENUE BUDGET</u> ACCOUNT NUMBER	ACCOUNT DESCRIPTION		CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-364-00-00	Disposition of Fixed Assets		21,500	20,992	42,492
LINE ITEM TOTAL-----				20,992	
COMMENTS/EXPLANATION: To recognize the revenue related to insurance proceeds from damage claims for two patrol vehicles and the necessary expenditures.					



Staff Report

CITY COUNCIL MEETING DATE: July 26, 2021

TYPE OF AGENDA ITEM: Resolution

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 7/23/2021
SUBJECT: Resolution to Join Conflict Resolution

BACKGROUND:

Earlier this year, the County Commission passed a resolution to initiate the expansion of the Tourist Development District to encompass the entire county, including the city limits of the City of Crestview.

The City Manager and the City Attorney have been working closely with County Staff and the other cities in the county.

On July 19th, the City of Destin approved a resolution to initiate local government dispute resolution process under Florida Statute.

DISCUSSION:

After discussions between the City Manager, City Attorney and other cities throughout the county, Staff has determined that a failure to formally enter into this conflict resolution process may put the City of Crestview at a disadvantage moving forward.

While staff feels the proposed ordinance is somewhat over detailed and may create a disadvantage to areas in the expanded district, City Staff could have supported it as proposed in an attempt to work together with the County and Cities in the district in a spirit of cooperation.

In that the conflict resolution process may result in significant changes to the final ordinance, Staff now believes that the City of Crestview is now a primary conflicting governmental agency and must protect the interests of its constituents.

The impacts of tourism in Okaloosa County are felt in all of the unincorporated areas as well as every city, not the least of these the City of Crestview. An expansion of the TDD is appropriate at this time and will serve to benefit the entire county. Florida Statute clearly establishes a process for ensuring that all effected parties are represented, and that funding raised in the process is spent to develop tourism and mitigate impacts.

Participation in this dispute process by the City of Crestview will help to ensure that its residents can be assured that the County follows the current plan and is not unduly influenced by one entity.

As this process develops, the council must appoint representatives to serve in the dispute process. Staff is recommending that these individuals be the City Manager and the City Attorney as they have been involved from the beginning. Should this be the decision, the City Manager will keep the Council and Mayor abreast of

the situation as things develop.

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

The financial impact of this process will be limited to the cost of the attorney attending the meetings and advising the City Manager at this time. Funding for this is available within the City Budget.

A failure to participate in the process will likely result in a loss of potential funding opportunities in the future for projects completed within the city limits related to tourism.

RECOMMENDED ACTION

Staff respectfully requests approval of the resolution as submitted and the appointment of the City Manager and the City Attorney to participate in the process.

Attachments

None

RESOLUTION: 2021-18

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CRESTVIEW, FLORIDA
TO JOIN THE CONFLICT RESOLUTION
PROCEEDINGS AS A PRIMARY
CONFLICTING GOVERNMENTAL ENTITY
PURSUANT TO CHAPTER 164, FLORIDA
STATUTES; AUTHORIZING THE CITY
ATTORNEY, AND THE CITY MANAGER TO
IMPLEMENT SAID PROCESS; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Destin, Florida initiated the dispute resolution process under Chapter 164, Florida Statutes on about July 20, 2021, related to Okaloosa County's planned expansion of the Tourism Development Tax District county-wide; and

WHEREAS, the City of Crestview received a certified letter from the City of Destin noticing the initiation of the conflict resolution procedure set forth in Chapter 164, Florida Statutes; and

WHEREAS, the City of Crestview will have a role in approving or implementing a particular element or aspect of any settlement of the conflict and the City of Crestview's substantial interests may be affected by the resolution of the conflict; and

WHEREAS, Chapter 164 of the Florida Statutes provides that the City of Crestview may, by passage of its own resolution and by otherwise following the procedures set forth in Chapter 164, join the conflict resolution process as a primary conflicting governmental entity; and

WHEREAS, tourism directly impacts all portions of Okaloosa County, including residents and businesses within the City of Crestview; and

WHEREAS, expansion of the Tourism Development Tax District county-wide serves a common county-wide benefit of promoting and developing tourism for the local community, which generates hundreds of millions of dollars for the local economy; and

WHEREAS, it is necessary and appropriate for the City of Crestview to join the conflict resolution process as a primary conflicting governmental entity to support and ensure Okaloosa County continues the current planned expansion of the Tourism Development Tax District county-wide and is not unduly influenced by one City at the expense of the City of Crestview, other cities, and the unincorporated areas of Okaloosa County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1. Each of the foregoing clauses are adopted herein and confirmed.

SECTION 2. It is the intention of the City Council of the City of Crestview, Florida to initiate the conflict resolution procedures set forth in Section 164.1052, Florida Statutes to resolve a conflict between governmental entities.

SECTION 3. The issues of conflict are:

- A) Voters within an existing tourism development tax district who have previously approved by referendum imposition of the tourism development tax in their jurisdiction must be excluded from a referendum of electors in the new county-wide district. If electors who have already approved a tax in their jurisdiction vote to expand the same tax to other jurisdictions, the votes of electors in the new county-wide district are unlawfully diluted.
- B) Okaloosa County may enact ordinances not inconsistent with general or special law. Section 125.0104, Florida Statutes, authorizes both county-wide tourism development tax districts as well as sub-county tax districts. Section 125.0104 does not prohibit expansion of an existing sub-county taxing district to a county-wide district or prohibit collection from within the sub-district of those previously lawfully levied and imposed taxes in the sub-district. To the contrary, solely within the newly-expanded territory, there are specific restrictions on the amount and timing of taxes such as the “third cent” under Section 125.0104 (3) (d) and the “fifth cent” under Section 125.0104 (3) (n). Okaloosa County must follow these requirements.

SECTION 4. Okaloosa County is the governmental entity with which the issues in conflict exist.

SECTION 5. The City Manager and City Attorney are designated as the City of Crestview’s representatives for any meetings or sessions required by Chapter 164, Florida Statutes. The City Manager shall take such steps as are necessary and advisable to carry out the purposes of this Resolution and ensure compliance with Chapter 164, Florida Statutes.

SECTION 6. This resolution shall be effective immediately upon adoption.

DULY ADOPTED THIS 26th DAY OF JULY, 2021.

CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA

By: J.B. WHITTEN, MAYOR

ATTEST:

ELIZABETH M. ROY
City Clerk



Staff Report

CITY COUNCIL MEETING DATE: July 26, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director
DATE: 7/20/2021
SUBJECT: Tentative Millage

BACKGROUND:

On July 1st each year, the Property Appraiser certifies the total assessed value of nonexempt property for the current year. The City has 35 days from the certified date to decide a tentative millage rate, date and meeting time for the first tentative budget hearing and the final budget hearing during the month of September.

DISCUSSION:

The City Council sets the tentative millage rate along with the date, time and location for the budget public hearings.

This process is on a timeline as set by Florida Statutes and may not be delayed to a future meeting. This must be completed to allow the property appraiser to place the Millage and Hearing notices on the taxpayer's yearly TRIM notice and allow interested parties to participate at the meetings. The dates and times for the 1st and 2nd hearings have been planned based on the necessity of placing the ad and timing of the ad.

Staff is requesting that City Council set the tentative millage rate for 2022 at the current rate of 6.9466. By maintaining this rate, this will allow staff to continue to prepare a sustainable budget moving forward.

GOALS & OBJECTIVES

This item is consistent with the goals in A New View Strategic Plan 2021 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

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Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The current millage rate is 6.9466. Any increase in revenues will be determined by the property values.

RECOMMENDED ACTION

Staff respectfully requests that Council approve the millage rate at 6.9466 for the Fiscal Year 2022 and set the tentative public hearing for millage and budget for Tuesday, September 14th at 5:15 p.m. and the final hearing on Monday, September 27th at 5:30 p.m.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: July 26, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 7/23/2021
SUBJECT: Approval of My Government Online. A complete software application for Development Services

BACKGROUND:

In 2018, the council approved a purchase in the amount of \$308,484 to purchase Trakit, a software application for Development Services. However, after further review in early 2019, the newly hired City Manager decided to evaluate the current system and software, Central Square, before any software was purchased. The review resulted in the cancelation of the purchase until the CDS department had time to rewrite the Land Development Code to address process and procedure issues. This cancelation resulted in a saving of \$308,484 for initial setup and configuration with an annual fee of \$24,880.00.

Over the last several years, the Land Development Code and all permitting processes have been updated and tested.

DISCUSSION:

The current development processing software, Central Square software has multiple issues regarding search functionality, tracking, reporting, permit entry, review process, inspection process, field population and general functionality. The software also lacks an interface for public use, the capability to be used in the field on mobile devices, and integration with Geographic Information System (GIS). Various facets of the current software are inefficient and poorly designed which negatively impacts productivity and does not fall in line with the city mission statement.

The constant issues with this software reduce productivity and increases frustration for citizens and staff.

Over the last year, Staff has reviewed several software options as well as engaging the current software company to determine if there were changes that could be made to keep it and improve productivity. After an extensive review, meeting with companies and speaking with other jurisdictions, staff has identified a partnership that will both meet the needs of the department and be cost effective.

My Government Online (MGO), a division of an Economic Development District established in 1978 has developed a software application for property development and code enforcement that meets the needs of the city at an affordable price.

MGO was created to help governmental entities come together and better share and utilize resources to serve the public. They are a governmental entity, and do not have shareholders or private investors. They exist to serve the public and fellow governmental agencies, just like we do. Due to the software's success and popularity, they offer the software application through a special partnership program to any governmental

entity. There is no upfront cost to acquire and use the software; however, a small monthly fee is required to cover the cost of the ongoing support, training, and configuration that is provided along with use of their products.

Private sector software applications offer various software products, but they are often less configurable to accommodate the many different, and often changing, business practices of our city. As a fellow governmental entity, they perform the same daily functions. They have an in-house permit office with certified building officials, certified plan reviewers, and inspectors. In short, My Government Online has a firsthand understanding of the challenges and responsibilities when meeting the expectations of the public.

Partnering with My Government Online will provide a way for the city to exceed today's goals, and achieve future goals, at a low cost with no upfront fees. This software will not only enhance productivity by simplifying workflows and automating the current processes, but will also enhance customer service in-house and online.

Online services include a customer portal to apply & view status of permits, make various payments, request and download inspection reports, submit applications and plans for numerous projects to include building, planning and business tax receipts, and submit and search code compliance cases.

My Government Online (MGO) will provide a range of services including software, installation, conversion, implementation, and training services. The new software system would manage workflow, record keeping, inspections, and reporting for all Development Services functions. The final product will result in a faster, more accurate, and more user-friendly software that increases staff productivity while enriching the public experience.

City staff will be implementing best practice improvements that are supported by the software:

1. A comprehensive, fully integrated, permit tracking and land management software system.
2. General Permit and Land Use Application Management
3. State-of-the art security and user administration
4. Public portal with online permit submittal and tracking
5. GIS Integration/Mobile Inspection
6. Automated remote inspection requests, such as by website and/or Integrated Voice Response (IVR)
7. Electronic Plan Review Integration Bluebeam software
8. Integrated cashiering/point of sale with online and in-person components that seamlessly integrates with our financial software
9. Flexible permit types and numbering system
10. Flexible search and display capabilities

11. Ability for users to do custom reporting and data extraction

12. Ability to automate generation of customized forms, letters, and permits/licenses

The current software costs approximately \$30,000 per year in maintenance fees. Staff is requesting approval to move forward with this software now in hopes to be operational in time to cancel the current software with the adoption of the new budget. To ensure no gap in services, however, staff will budget for both for a portion of next year. The overlap of maintenance fees will be paid for from building department fund balance.

GOALS & OBJECTIVES

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

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Opportunity- Promote an environment that encourages economic and educational opportunity

FINANCIAL IMPACT

The benefit of a fully functional software application that meets citizens and staff's needs has a number of financial impacts including less staff time spent on daily processes, and greater efficiency of staff time spent. With the savings from the cancellation of Trakit software and the cost saving from the current Central Square software. The impact to the budget would be less than the current software. This will have no effect on the current years budget and will be a cost savings in subsequent years.

The Building Department has sufficient funds to engage in this project and still maintain a healthy reserve balance.

	Annual Cost
Central Square	\$30,000
My Government Online	\$21,000
Total Savings	\$9,000

RECOMMENDED ACTION

Staff respectfully requests that the City Council approves a motion allowing the City Manager and City Attorney to finalize the agreement for the mayor to sign to engage the My Government Online Software.

Attachments

1. SCPDC Software License Agreement - City of Crestview FL 05-21-2021
2. MGO Project Plan
3. MGO- Apply Online Example 6-22-2021

INTERGOVERNMENTAL AGREEMENT FOR SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

Sec. 1. Parties and Purpose

1.1. City of Crestview ("Licensee"), a Political Subdivision of the State of Florida domiciled in Okaloosa County.

1.2. The South Central Planning and Development Commission ("Licensor") or ("SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study current issues affecting government, and provide services to business and citizens.

1.3. SCPDC has created MyGovernmentOnline, software (the "SCPDC Software") and this contract is entered into among Licensee and SCPDC to license Licensee to use specified modules of the SCPDC Software under certain terms and conditions.

This SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT (this "Agreement") is entered into by and between Licensor and Licensee, and describes the terms and conditions pursuant to which Licensor shall license to Licensee the use of, and provide services and support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, training materials, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time by SCPDC.

2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, My Permit Now version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 "SOFTWARE" means the computer software programs and modules specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement, as enhanced, modified, corrected, upgraded, added, customized, or otherwise changed by SCPDC pursuant to the requirements of the Contract Documents.

2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 "PERMIT" shall mean any type of permit, including but not limited to, new service permits, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license ("License") during the term of this Agreement to use the Licensor's Software, through Internet access only, solely for purposes of using the Licensor's products known collectively as MyGovernmentOnline Software Modules. The scope of the License encompasses Licensee's internal use of Licensor's Software in connection with providing services to Licensee's customers and includes the following purposes: (1) enabling members of the public to access Licensee's portal via the Internet to (A) electronically submit permit applications and associated documents to Licensee for review, (B) track the status of permit

applications, and (C) schedule inspections and receive real-time notification of inspection results via email and phone messaging; and (2) enabling Licensee's employees, officials, and agents to (A) electronically receive, track, process, manage, research, and store applications for Licensee permits, and (B) obtain customized reports regarding permit applications and associated documents. Except as otherwise provided by Schedule A, the License excludes any sublicensing of Licensor's Software, uploading or otherwise transferring, or providing direct access to, the Licensor's Software to any third party without Licensor's prior written consent, including access by any third party to the Licensor's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) OWNERSHIP. SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary test instances, production instances, back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") with SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to Licensee.

3.2 DELIVERABLES. SCPDC shall provide an Internet accessible software service and solution that meets all the terms, conditions, specifications, and requirements set forth in this document. All services shall be performed for the prices set forth in Schedule A. SCPDC shall provide maintenance and support of the Software under the terms and conditions set forth in Schedule C, Maintenance and Support.

3.3 COPIES. The License includes the right to copy and reprint Documentation, or portions thereof, for use with the Software in accordance with the rights granted hereunder including for

backup/archival purposes, training, internal Licensee intranet posting and other uses consistent with the License. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS. Except as otherwise provided in Schedule A, Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. LICENSE FEE, COMPENSATION FOR SERVICES, & EXPENSES

5.1 LICENSE FEE. In consideration of the license granted pursuant to Section 3.1. Licensee agrees to pay SCPDC the annual License Fee specified in Schedule A. Payments and any interest on late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes.

5.2 TAXES. SCPDC and Licensee are both tax exempt entities and no taxes are expected from this transaction. The parties are exempt from paying sales tax and shall provide one another with a tax exemption certificate. In no event shall the parties be liable for any personal property taxes which may otherwise be levied on the other or on any taxes levied on either parties' employees' wages or any other taxes which may otherwise be required to be paid by the parties under federal or state law.

5.3 SERVICES. SCPDC shall provide all services as described in "Schedule A" for the fees described in "Schedule A".

5.4 EXPENSES. License Fee and the fees for services do not include Reimbursable Expenses. SCPDC will bill Licensee for identified Reimbursable Expenses and Licensee shall reimburse SCPDC.

Reimbursable Expenses shall mean expenses incurred directly in connection with the services performed pursuant to this Agreement by SCPDC for travel and transportation. Lodging, airline costs, Mileage, and food reimbursement will be based on the Federal GSA per diem rate as found on GSA.gov. Travel expenses for car rental expenses shall be for actual cost.

5.5 INVOICES. All invoices under this Agreement shall be sent to the attention of
City of Crestview
198 North Wilson Street
Crestview, FL 32536

Payment will be processed according to the regular payment procedures of the Licensee.

6. MAINTENANCE AND SUPPORT. There shall be no separate fee for maintenance and support. The annual License Fee includes all maintenance and support described in this Agreement and Schedule C.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 LIMITED WARRANTY. SCPDC warrants for the term of the contract from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY

WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 LIMITATION OF LIABILITY. IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 ALLOCATION OF RISK. The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

8. INDEMNIFICATION

8.1 INFRINGEMENT INDEMNITY. SCPDC warrants that the Software will not infringe upon any copyright, patent, trade secret or other intellectual property, proprietary, or ownership interest or legal rights of any third party. SCPDC shall, at its expense, hold harmless, indemnify, defend or settle any claim, action or allegation brought against Licensee, its officers, employees, and agents that the Software infringes any patent, copyright, trade secret or other proprietary right of any third party and shall pay any costs and damages awarded against Licensee in any such action including, but not limited to, attorneys' fees and costs, final judgments awarded or settlements entered in the action; provided that Licensee gives prompt written notice to SCPDC of any such claim, action or allegation of infringement and gives SCPDC the authority to proceed as contemplated herein. SCPDC will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Licensee may not settle or compromise such claim, action or allegation, except with prior written consent of SCPDC. Licensee shall give such assistance and information as SCPDC may reasonably require to settle or oppose such claims. In the event any such infringement, claim, action or allegation is brought or threatened, SCPDC may, at its sole option and expense:

(a) procure for Licensee the right to continue Use of the Software or infringing part thereof;
or

(b) modify or amend the Software or infringing part thereof, or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable; or

(c) terminate this Agreement and repay to Licensee the License Fees and maintenance fees paid for the annual term during which this Agreement is terminated.

SCPDC's obligation to indemnify under this section shall continue following whichever of these options is selected, including the option to terminate.

8.2 LIMITATION. The foregoing obligations shall not apply to the extent the infringement arises as a result of unauthorized modifications to the Software made by Licensee.

8.3 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

8.4 HOLD HARMLESS. SCPDC agrees to protect, defend, indemnify and hold Licensee, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission, recklessness, negligent act or willful misconduct of the SCPDC. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury or of any other tangible or intangible personal or administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. SCPDC further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

8.5 SOVEREIGN IMMUNITY. Nothing contained in this agreement is intended in any way to waive the sovereign immunity or other governmental immunities to which Licensee is entitled pursuant to Section 768.28, Florida Statutes, or as otherwise provided by law.

9. CONFIDENTIALITY

9.1 CONFIDENTIAL INFORMATION.

To the extent permitted by law, each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. To the extent permitted by law, each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to public records request pursuant to applicable state statutes; (ii) already in the other party's possession and not subject to a confidentiality obligation; (iii) obtained by the other party from third parties without

restrictions on disclosure; (iv) independently developed by the other party without reference to Confidence Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein shall prevent routine discussions by the parties that normally take place in a “user group” context.

9.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 9.1 and 9.3, the non-breaching party may pursue its legal and equitable remedies.

9.3 LICENSEE DATA. In its performance of Contract Services, SCPDC may have access to certain records, data, or information that include the names, addresses, telephone numbers, or other confidential or private information pertaining to Licensee’s customers (“Licensee Data”). SCPDC acknowledges and agrees that it does not have nor does it claim any ownership interest whatsoever in Licensee Data and that custody and title and all other rights and interests in Licensee Data are and shall remain in Licensee.

9.4 RETURN OF LICENSEE DATA. To the extent permitted by law, in the event of the termination or nonrenewal of this agreement, SPCDC warrants that Licensee’s Data and any information stored by SPCDC as a result of Licensee use of the SCPDC Software will be delivered to Licensee.

9.5 PUBLIC RECORDS. SCPDC acknowledges that this Agreement 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. SCPDC shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. SCPDC shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, SCPDC agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event SCPDC fails to abide by the provisions of Chapter 119, Florida Statutes, the Licensee may, without prejudice to any other right or remedy and after giving seven (7) days written notice, during which period SCPDC still fails to allow access to such documents, terminate this Agreement.

9.6 CHOICE OF LAW & VENUE. The terms and conditions of this Agreement shall be interpreted by the substantive and procedural law of the State of Florida, and any litigation, including injunctive relief, shall be filed in the Circuit Court of the Nineteenth Judicial Circuit in the State of Florida.

IF LICENSOR HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT:

City of Crestview
198 North Wilson Street
Crestview, FL 32536

10. TERM AND TERMINATION

10.1 TERM. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years following Final Acceptance ("Initial Term"). The contract will automatically renew for 12-month periods following the end of the Initial Term and following each subsequent annual term thereafter unless terminated in accordance with this Agreement.

10.2 TERMINATION. This Agreement may be terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month. Should Licensee terminate this agreement for any reason, Licensee shall provide 90 day notice to SCPDC. SCPDC shall provide Licensee access to all stored data, documentation and confidential information produced by the City of Crestview.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

10.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

11. NON-ASSIGNMENT. Neither party may assign or otherwise transfer this Agreement nor any rights under this Agreement, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

12. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class certified mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited in the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and
Development Commission

To: City of Crestview

Address: 5058 West Main St.
Houma, LA 70360

Address: 198 North Wilson Street
Crestview, FL 32536

13. MISCELLANEOUS

13.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

13.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

13.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise

or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

13.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

13.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

13.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

13.7 PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of a party that is required before the other party may take an action may be granted or withheld in such party's sole and absolute discretion.

13.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

13.9 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

13.10 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF CRESTVIEW

SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION

By:

By:

Date

Date

SCHEDULE A

INTERGOVERNMENTAL AGREEMENT

South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

SCPDC'S MyGovernmentOnline Software Modules available for subscription under this agreement are: Permits and Licensing (MyPermitNow), Planning & Zoning, Solution Center (Code Enforcement), Addressing / GIS Integration. Each of these modules is a separate chargeable option. All modules include unlimited user accounts, field work order system, project and document management features. Unlimited reporting services.

B. LICENSE FEE

CUSTOM QUOTE

Each item listed below will receive its own custom module with its own unique configuration options for project and work order tracking.

Permits & Licensing Module
Planning & Zoning Module
Solution Center Module
GIS Integration
Monthly Cost: \$1750.00

After launch of Solution Center Module, Licensee will be billed at 25% of the Monthly Cost. Upon the launch of the Permits & Licensing Module 75% of the monthly fee shall be billed.

No upfront cost.

No Charge for Payment Integration and Data Imports

Other Fees:

On-Site Visits: Reimbursement of lodging, transportation and meals as defined in section 5.4.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

Additional Modules:

Business licensing module included with Permits module.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCHEDULE B
INTERGOVERNMENTAL AGREEMENT
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

EQUIPMENT SITE, USER NAME, AND
PERSONAL ACCESS PASSWORD

B.1. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for account creation requests. Upon completion of the forms the Licensee will return the forms via email to SCPDC and accounts shall be created in the system with information provided on the forms. Users can change the provided password after their first login to the Software. SCPDC shall maintain the confidentiality of the user name and personal access password of every Licensee official, employee, agent and contractor who has duties relating to the processing of Licensee permits and shall not release any such information to the public. Additional personal user names and personal access passwords shall be provided upon a submission of a User Creation form to SCPDC providing the user name and confirmation that the user is an official, employee, agent, or contractor of Licensee is supplied to SCPDC, which will become an addendum to this schedule.

B.2. The individuals holding the following positions are authorized by Licensee to submit requests to SCPDC for (1) the creation of new user names and passwords for Licensee officials, employees, agents, and contractors, and (2) for the deactivation of existing user names and passwords: System Administrator, Project Manager

SCPDC shall immediately comply with requests to create and deactivate user names and passwords. Licensee may change the names of the individuals authorized to submit requests by providing notice in accordance with Section 12 of this Agreement.

SCHEDULE C
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

MAINTENANCE AND SUPPORT

DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation but requires correction.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function or affects daily processing of permits.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software or a material functional component which causes the system to be down and not serving as designed, or has a significant revenue or operational impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address	Hours of Operation
5058 West Main Street	8:00 a.m. to 4:30 p.m. CST
Houma, LA 70360	

Contact Information

Tel: 1 866 957 3764
Ryan Hutchinson,
Chief Technology Officer

E-mail: support@mygovernmentonline.org

1.6. "SYSTEM AVAILABILITY" amount of time over a one-year period that the Software and system resources are available for Licensee's use.

2. TERM AND TERMINATION. SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue until the Agreement is terminated.

3. MAINTENANCE AND SUPPORT SERVICES. Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of Licensee Data. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for

Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyGovernmentOnline Software as they become available. SCPDC will convert Licensee's current permit data for use with SCPDC Software. SCPDC will perform customization of SCPDC Software as set forth in the Contract Documents. SCPDC will provide features in the SCPDC Software as set forth in the Contract Documents. SCPDC will provide support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports as set forth in the Contract Documents. Licensee shall not create add-ons or feature changes to that version or disclose the source code to any third party.

SCPDC agrees to comply with Licensee's remote access policies, procedures, and guidelines. SCPDC shall ensure that its employees comply with all of Licensee's remote access policies, procedures, and guidelines.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. During normal business hours, Licensee shall request support via the Response Center and Contract Procedures. After normal business hours, Licensee shall request support as provided in Section 3 above. SCPDC shall initially acknowledge receipt of a request for support within 15 minutes of SCPDC's receipt and shall contact Licensee within one hour of receipt. When contacting SCPDC, Licensee shall classify the problem based on the definitions set forth in Section 1 above. SCPDC shall not re-classify the problem without Licensee's prior approval. Maintenance and Support is available at the following Response Times:

- (i) Support Call (Tier 3): Issue resolved within the response time of three (3) hours or an agreed upon due date and time; SCPDC shall provide a patch or work-around the next day, and the problem shall be fixed or documented in next major product release
- (ii) Support Call (Tier 2): Issue resolved within the response time of six (6) hours; SCPDC shall provide a patch or work-around within five days, and the problem shall be fixed or documented in next major product release;
- (iii) Support Call (Tier 1): Issue resolved within one (1) business day;, and the problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Major Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC. SCPDC shall provide such software support and maintenance as may be necessary to maintain the Software in good operating condition and to meet the warranties set forth in the Contract Documents.

3.2.1 Unless otherwise agreed to by the parties, in addition to Major and Minor Updates, SCPDC shall make available to the Licensee all patches, upgrades, enhancements, new releases, new versions, and modifications developed by SCPDC for the Software at no additional cost. SCPDC shall ensure that all such Updates, patches, upgrades, enhancements, new releases, new versions, and modifications do not require modifications or reconfigurations to existing web presentation, workflows, or table values set up by Licensee. SCPDC shall provide release notes detailing Major changes.

3.2.2 At least thirty (30) days prior to release of Major Updates, SCPDC shall provide (1) training for the use of the updated Software and (2) relevant, customized user manuals and guides detailing the use of the updated Software.

3.2.3 Licensee shall request maintenance and support via the Response Center and Contact Procedure. All other notices required under this Schedule C shall be made pursuant to Section 12 of the Agreement.

3.2.4 The requirements set forth in Sections 3.2.1 and 3.2.2 shall not apply to emergency fixes and patches.

3.3 ON-SITE ASSISTANCE. When agreed to by Licensee and SCPDC, SCPDC can provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse licensor for all reimbursable traveling expenses and costs for board, lodging and meals as set forth in Section 5.4 of the Agreement. Licensee's prior written approval of any on-site support or maintenance and estimated travel expenses is required.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates, and SCPDC shall not perform any such services except with Licensee's prior written approval. Causes which are not attributable to SCPDC include but are not limited to:

3.4.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.4.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.4.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives, except for modification, alteration or addition or attempted modification,

alteration or addition of the Software made by Licensee pursuant to procedures received from SCPDC for rectification of errors or malfunctions in the Software, said modifications authorized by SCPDC shall be in writing;

3.5.4 Software programs developed by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE. SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 When necessary to identify or address errors or malfunctions with the Software, Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to remotely access the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software. Remote access shall only be granted pursuant to Licensee's remote access policies, procedures, and guidelines. Remote access shall be limited to the equipment on which the Software operates and SCPDC shall not be granted access to Licensee's other equipment or networks.

4.2 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

5. MAINTENANCE FEE. For Licensee the maintenance fees are waived for the Initial Term and all renewals. The License Fees cover all costs for maintenance and support for the Initial and renewal terms of this Agreement.

6. ASSIGNMENT OF DUTIES. SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's prior written consent, which consent shall not be unreasonably withheld or delayed.

7. PROJECT ABANDONMENT – Should SCPDC abandon development and support of My Permit Now system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of MyPermitNow Software will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.

8. LICENSEE DATA. SCPDC agrees that all data created by Licensee in the Software system belongs to Licensee and shall be subject to the terms and conditions set forth in the Agreement regarding Licensee Data.

Accepted:

City of Crestview

By:

Date: _____

South Central Planning and Development Commission,

By:

Date: _____

Customer Project Plan
Jurisdiction: City of Crestview
Project Type: Permits & Licensing

Task Name	Start	Finish
1. Email W-9 Form to Jurisdiction	8/2/2021	8/2/2021
1. Receive Contract	8/2/2021	8/2/2021
1. Schedule Kickoff Meeting	8/2/2021	8/2/2021
1. Send Examples	8/2/2021	8/2/2021
1. Upload Kickoff Meeting Notes	8/2/2021	8/2/2021
1. Upload Kickoff Meeting Recording	8/2/2021	8/2/2021
2. Receive Address Location Service	8/2/2021	8/31/2021
2. Receive Applications	8/2/2021	8/31/2021
2. Receive Contractor Classifications	8/2/2021	8/31/2021
2. Receive Contractor Registration Info	8/2/2021	8/31/2021
2. Receive Custom Inspection Report	8/2/2021	8/31/2021
2. Receive Custom Plan Review Letter(s)	8/2/2021	8/31/2021
2. Receive Custom Reports	8/2/2021	8/31/2021
2. Receive Customer Portal PDF File Instructions	8/2/2021	8/31/2021
2. Receive Fees	8/2/2021	8/31/2021
2. Receive Flood Zone Designations	8/2/2021	8/31/2021
2. Receive Form Letters	8/2/2021	8/31/2021
2. Receive GL Codes	8/2/2021	8/31/2021
2. Receive Inspection Deficiency Items	8/2/2021	8/31/2021
2. Receive Inspection Types	8/2/2021	8/31/2021
2. Receive Layer Services	8/2/2021	8/31/2021
2. Receive Logo	8/2/2021	8/31/2021
2. Receive Payment Processor Company Information	8/2/2021	8/31/2021
2. Receive Payment Processor(s) Payment Types	8/2/2021	8/31/2021
2. Receive Permit (Placard) Document(s)	8/2/2021	8/31/2021
2. Receive Permit Type Categories (Work Types)	8/2/2021	8/31/2021
2. Receive Plan Review Comments (Pre-Determined Comments)	8/2/2021	8/31/2021
2. Receive Property Zone Designations	8/2/2021	8/31/2021
2. Receive User Forms	8/2/2021	8/31/2021
2. Receive Utility Services Info	8/2/2021	8/31/2021
2. Receive Workflows (Requirement Sets)	8/2/2021	8/31/2021
2. Received User Signatures	8/2/2021	8/31/2021
3. Configure Address Information Tab in Project Checklists	9/13/2021	9/15/2021
3. Configure Alternate Contacts For Module	9/29/2021	9/30/2021
3. Configure Application To Checklist Mapping	9/13/2021	9/30/2021
3. Configure Application Types in MGO	9/13/2021	9/30/2021
3. Configure Construction Types	11/8/2021	11/12/2021
3. Configure Contractor Classifications	11/8/2021	11/12/2021
3. Configure Contractor License Types	11/8/2021	11/12/2021
3. Configure Default Contact Types	9/29/2021	9/30/2021

3. Configure Departments	11/3/2021	11/4/2021
3. Configure Designations	9/8/2021	9/9/2021
3. Configure Fee/Permit Type Filtering (Work Type Filtering)	10/18/2021	10/21/2021
3. Configure Fees	10/12/2021	10/19/2021
3. Configure Flood Zone Designations	10/25/2021	10/29/2021
3. Configure GL Codes	10/25/2021	10/29/2021
3. Configure IA Deficiency Items	10/4/2021	10/8/2021
3. Configure Inspection Checklists	10/4/2021	10/8/2021
3. Configure Inspection Date Blocked Scheduling	10/4/2021	10/8/2021
3. Configure Inspection Result Options	10/4/2021	10/8/2021
3. Configure Inspections	10/25/2021	10/29/2021
3. Configure Logo	10/25/2021	10/29/2021
3. Configure Main Page	10/25/2021	10/29/2021
3. Configure Occupancy Group Types and Occupancy Classifications	10/25/2021	10/29/2021
3. Configure Permit Number Rules	10/25/2021	10/29/2021
3. Configure Permit Type Categories (Work Types)	10/18/2021	10/20/2021
3. Configure Permit Type Specific (Issue Permit) Issue/Expiration Date Setting	10/25/2021	10/29/2021
3. Configure Permit Type Suffixes	10/25/2021	10/29/2021
3. Configure Permit Type/Workflow Filtering (Worktype/Requirement Set Filtering)	10/25/2021	10/29/2021
3. Configure Plan Review Comments (Pre-Determined Comments)	10/27/2021	10/28/2021
3. Configure Property Zone Designations	10/25/2021	10/29/2021
3. Configure Receipt Number Rules	10/25/2021	10/29/2021
3. Configure Status List	9/8/2021	9/10/2021
3. Configure User Accounts/Settings	10/25/2021	10/29/2021
3. Configure Utility Services	10/25/2021	10/29/2021
3. Configure Workflows (Requirement Sets)	10/25/2021	10/29/2021
3. Enable Related-Project Requirements	10/25/2021	10/29/2021
3. Filter Project Checklist Tabs By Permit Type (WorkType)	10/25/2021	10/29/2021
3. Permit Placard SSRS added to Permit Fees/(Print Permit) Turned On	10/25/2021	10/29/2021
3. User Signatures Uploaded to Reports Folder/Added to User Accounts	10/25/2021	10/29/2021
4. Complete GIS Integration	9/1/2021	9/30/2021
4. Enable CP Apply Online	11/15/2021	11/16/2021
4. Enable CP File Upload	11/15/2021	11/16/2021
4. Enable CP Request Inspections	11/15/2021	11/16/2021
4. Enable CP Search Projects	11/15/2021	11/16/2021
4. Remove Internal Users from Departments / All areas of MPN Visible to Jurisdiction	11/15/2021	11/16/2021
Add "Not Assigned" to Inspections (INSPECTIONS MUST BE CONFIGURED FIRST)	11/15/2021	11/16/2021
5. Applications Made Live in MGO	11/15/2021	11/16/2021
5. Assign Trainer	11/15/2021	11/16/2021
5. In-House Testing	11/15/2021	11/16/2021
5. Test GIS Integration and Notify Jurisdiction	11/15/2021	11/18/2021
6. Online Review with Jurisdiction	11/15/2021	11/18/2021
6. Schedule Online Review with Jurisdiction	11/15/2021	11/18/2021
7. Book Onsite Analysis Travel Arrangements (Optional)		

7. Onsite Analysis with Jurisdiction (Optional)		
8. Go Live	1/4/2022	1/7/2022

Customer Project Plan
Jurisdiction: City of Crestview
Project Type: Solution Center

Task Name	Start	Finish
2. Receive Applications	8/2/2021	8/2/2021
2. Receive Custom Inspection Report	8/2/2021	8/31/2021
2. Receive Custom Plan Review Letter(s)	8/2/2021	8/31/2021
2. Receive Custom Reports	8/2/2021	8/31/2021
2. Receive Customer Portal PDF File Instructions	8/2/2021	8/31/2021
2. Receive Fees	8/2/2021	8/31/2021
2. Receive Form Letters	8/2/2021	8/31/2021
2. Receive GL Codes	8/2/2021	8/31/2021
2. Receive Inspection Deficiency Items	8/2/2021	8/31/2021
2. Receive Inspection Types	8/2/2021	8/31/2021
2. Receive Permit (Placard) Document(s)	8/2/2021	8/31/2021
2. Receive Permit Type Categories (Case Type Categories)	8/2/2021	8/31/2021
2. Receive Plan Review Comments (Pre-Determined Comments)	8/2/2021	8/31/2021
2. Receive User Forms	8/2/2021	8/31/2021
2. Receive Workflows (Requirement Sets)	8/2/2021	8/31/2021
2. Received User Signatures	8/2/2021	8/31/2021
3. Configure Address Information Tab in Project Checklists	11/3/2021	11/12/2021
3. Configure Alternate Contacts For Module	10/5/2021	10/11/2021
3. Configure Application To Checklist Mapping	10/5/2021	10/11/2021
3. Configure Application Types in MGO	10/5/2021	10/11/2021
3. Configure Default Contact Types	10/5/2021	10/11/2021
3. Configure Departments	10/12/2021	10/13/2021
3. Configure Designations	10/4/2021	10/5/2021
3. Configure Fee/Permit Type Filtering (Case Type Filtering)	11/29/2021	12/1/2021
3. Configure Fees	10/25/2021	11/5/2021
3. Configure GL Codes	10/25/2021	11/1/2021
3. Configure IA Deficiency Items	10/14/2021	10/15/2021
3. Configure Inspection Checklists	10/18/2021	10/22/2021
3. Configure Inspection Date Blocked Scheduling	10/14/2021	10/15/2021
3. Configure Inspection Result Options	10/14/2021	10/15/2021
3. Configure Inspections	10/14/2021	10/15/2021
3. Configure Main Page	10/4/2021	10/5/2021
3. Configure Permit Number Rules	11/2/2021	11/3/2021
3. Configure Permit Type Categories (Case Type Categories)	11/2/2021	11/3/2021
3. Configure Permit Type Specific (Issue Permit) Issue/Expiration Date Setting	11/3/2021	11/12/2021
3. Configure Permit Type Suffixes	11/2/2021	11/3/2021
3. Configure Plan Review Comments (Pre-Determined Comments)	11/15/2021	11/16/2021
3. Configure Receipt Number Rules	11/24/2021	11/26/2021
3. Configure Status List	10/4/2021	10/5/2021
3. Configure User Accounts/Settings	11/17/2021	11/19/2021

3. Configure Workflows (Requirement Sets)	11/3/2021	11/12/2021
3. Enable Related-Project Requirements	11/3/2021	11/12/2021
3. Filter Project Checklist Tabs By Permit Type (Case Type)	11/22/2021	11/23/2021
3. Permit Placard SSRS added to Permit Fees/(Print Permit) Turned On	11/24/2021	11/26/2021
3. User Signatures Uploaded to Reports Folder/Added to User Accounts	11/17/2021	11/19/2021
4. Enable CP Apply Online	12/2/2021	12/2/2021
4. Enable CP File Upload	12/2/2021	12/2/2021
4. Enable CP Request Inspections	12/2/2021	12/2/2021
4. Enable CP Search Projects	12/2/2021	12/2/2021
4. Remove Internal Users from Departments / All areas of MPN Visible to Jurisdiction	12/2/2021	12/2/2021
Add "Not Assigned" to Inspections (INSPECTIONS MUST BE CONFIGURED FIRST)	12/2/2021	12/2/2021
5. Applications Made Live in MGO	12/3/2021	12/3/2021
5. Assign Trainer	12/3/2021	12/3/2021
5. In-House Testing	12/13/2021	12/17/2021
5. Test GIS Integration and Notify Jurisdiction	12/13/2021	12/17/2021
6. Online Review with Jurisdiction	12/20/2021	12/31/2021
6. Schedule Online Review with Jurisdiction	12/13/2021	12/13/2021
7. Book Onsite Analysis Travel Arrangements (Optional)		
7. Onsite Analysis with Jurisdiction (Optional)		
8. Go Live	1/4/2022	1/7/2022

Customer Project Plan
Jurisdiction: City of Crestview
Project Type: Planning & Zoning

Task Name	Start	Finish
2. Receive Applications	8/2/2021	8/31/2021
2. Receive Custom Reports	8/2/2021	8/31/2021
2. Receive Customer Portal PDF File Instructions	8/2/2021	8/31/2021
2. Receive Fees	8/2/2021	8/31/2021
2. Receive Form Letters	8/2/2021	8/31/2021
2. Receive GL Codes	8/2/2021	8/31/2021
2. Receive Inspection Deficiency Items	8/2/2021	8/31/2021
2. Receive Inspection Types	8/2/2021	8/31/2021
2. Receive Permit (Placard) Document(s)	8/2/2021	8/31/2021
2. Receive Permit Type Categories (Work Types)	8/2/2021	8/31/2021
2. Receive Plan Review Comments (Pre-Determined Comments)	8/2/2021	8/31/2021
2. Receive User Forms	8/2/2021	8/31/2021
2. Receive Workflows (Requirement Sets)	8/2/2021	8/31/2021
2. Received User Signatures	8/2/2021	8/31/2021
3. Configure Address Information Tab in Project Checklists	9/9/2021	9/10/2021
3. Configure Alternate Contacts For Module	9/28/2021	9/29/2021
3. Configure Application To Checklist Mapping	9/13/2021	9/27/2021
3. Configure Application Types in MGO	9/13/2021	9/27/2021
3. Configure Default Contact Types	9/13/2021	9/27/2021
3. Configure Departments	11/17/2021	11/19/2021
3. Configure Designations	9/7/2021	9/8/2021
3. Configure Fee/Permit Type Filtering (Work Type Filtering)	10/26/2021	10/29/2021
3. Configure Fees	10/11/2021	10/25/2021
3. Configure GL Codes	10/11/2021	10/25/2021
3. Configure IA Deficiency Items	9/29/2021	9/30/2021
3. Configure Inspection Checklists	10/4/2021	10/8/2021
3. Configure Inspection Date Blocked Scheduling	9/29/2021	9/30/2021
3. Configure Inspection Result Options	10/1/2021	10/4/2021
3. Configure Inspections	9/29/2021	9/30/2021
3. Configure Main Page	9/1/2021	9/6/2021
3. Configure Permit Number Rules	11/17/2021	11/19/2021
3. Configure Permit Type Categories (Work Types)	10/26/2021	10/29/2021
3. Configure Permit Type Specific (Issue Permit)	11/1/2021	11/5/2021
3. Configure Permit Type Suffixes	11/17/2021	11/19/2021
3. Configure Permit Type/Workflow Filtering	11/11/2021	11/12/2021
3. Configure Plan Review Comments (Pre-Determined Comments)	11/15/2021	11/16/2021
3. Configure Receipt Number Rules	11/17/2021	11/19/2021
3. Configure Status List	9/6/2021	9/7/2021
3. Configure User Accounts/Settings	11/16/2021	11/17/2021
3. Configure Workflows (Requirement Sets)	11/1/2021	11/5/2021

3. Enable Related-Project Requirements	11/1/2021	11/5/2021
3. Filter Project Checklist Tabs By Permit Type (WorkType)	11/8/2021	11/10/2021
3. Permit Placard SSRS added to Permit Fees/(Print Permit) Turned On	11/17/2021	11/19/2021
3. User Signatures Uploaded to Reports Folder/Added to User Accounts	11/16/2021	11/17/2021
4. Complete GIS Integration	9/1/2021	9/30/2021
4. Enable CP Apply Online	11/19/2021	11/19/2021
4. Enable CP File Upload	11/19/2021	11/19/2021
4. Enable CP Request Inspections	11/19/2021	11/19/2021
4. Enable CP Search Projects	11/19/2021	11/19/2021
4. Remove Internal Users from Departments	11/19/2021	11/19/2021
Add "Not Assigned" to Inspections	11/19/2021	11/19/2021
5. Applications Made Live in MGO	11/15/2021	11/15/2021
5. Assign Trainer	11/15/2021	11/15/2021
5. In-House Testing	11/17/2021	11/19/2021
5. Test GIS Integration and Notify Jurisdiction	11/17/2021	11/19/2021
6. Online Review with Jurisdiction	11/22/2021	11/30/2021
6. Schedule Online Review with Jurisdiction	11/15/2021	11/15/2021
7. Book Onsite Analysis Travel Arrangements (Optional)		
7. Onsite Analysis with Jurisdiction (Optional)		
8. Go Live	2/7/2022	2/11/2022

Customer Project Plan
Jurisdiction: City of Crestview
Project Type: Business License

Task Name	Start	Finish
2. Receive Applications	8/2/2021	8/31/2021
2. Receive Custom Reports	8/2/2021	8/31/2021
2. Receive Fees	8/2/2021	8/31/2021
2. Receive Form Letters	8/2/2021	8/31/2021
2. Receive GL Codes	8/2/2021	8/31/2021
2. Receive License Type Categories (Worktypes)	8/2/2021	8/31/2021
2. Receive License (Placard) Document(s)	8/2/2021	8/31/2021
2. Receive Plan Review Comments (Pre-Determined Comments)	8/2/2021	8/31/2021
2. Receive User Forms	8/2/2021	8/31/2021
2. Receive Workflows (Requirement Sets)	8/2/2021	8/31/2021
2. Received User Signatures	8/2/2021	8/31/2021
3. Configure Address Information Tab in Project Checklists	11/15/2021	11/18/2021
3. Configure Alternate Contacts For Module	11/15/2021	11/16/2021
3. Configure Application To Checklist Mapping	11/15/2021	11/16/2021
3. Configure Application Types in MGO	11/15/2021	11/16/2021
3. Configure Default Contact Types	11/15/2021	11/16/2021
3. Configure Designations	11/8/2021	11/10/2021
3. Configure Fees	11/8/2021	11/10/2021
3. Configure GL Codes	11/8/2021	11/10/2021
3. Configure License Type Categories (Worktypes)	11/15/2021	11/16/2021
3. Configure Main Page	11/1/2021	11/2/2021
3. Configure License Number Rules	11/29/2021	12/1/2021
3. Configure License Type Specific (Issue License)	11/15/2021	11/16/2021
3. Configure License Type Suffixes	11/15/2021	11/16/2021
3. Configure Plan Review Comments (Pre-Determined Comments)	11/29/2021	11/30/2021
3. Configure Receipt Number Rules	11/29/2021	11/30/2021
3. Configure Status List	11/1/2021	11/2/2021
3. Configure User Accounts/Settings	11/29/2021	11/30/2021
3. Configure Workflows (Requirement Sets)	11/29/2021	11/30/2021
3. Enable Related-Project Requirements	11/29/2021	11/30/2021
3. License Placard SSRS added to License Fees/(Print Permit) Turned On	11/29/2021	11/30/2021
3. User Signatures Uploaded to Reports Folder/Added to User Accounts	11/29/2021	11/30/2021
4. Enable CP Apply Online	12/1/2021	12/1/2021
4. Enable CP File Upload	12/1/2021	12/1/2021
4. Enable CP Search Projects	12/1/2021	12/1/2021
4. Remove Internal Users from Departments /	12/1/2021	12/1/2021
5. Applications Made Live in MGO	12/1/2021	12/1/2021
5. Assign Trainer	12/1/2021	12/1/2021
5. In-House Testing	12/2/2021	12/5/2021
5. Test GIS Integration and Notify Jurisdiction	12/6/2021	12/10/2021

6. Online Review with Jurisdiction	12/6/2021	12/10/2021
6. Schedule Online Review with Jurisdiction	12/13/2021	12/13/2021
7. Book Onsite Analysis Travel Arrangements (Optional)		
7. Onsite Analysis with Jurisdiction (Optional)		
8. Go Live	2/7/2022	2/11/2022



Apply Online - Desktop + App Versions

Permits & Licensing

Solution Center

Planning & Zoning

More

Apply Online

Jurisdiction and Request Type *

Some jurisdictions do not accept online applications.
If your jurisdiction or jurisdiction's department is not listed please contact that jurisdiction directly for their application procedure.

Country: * United States ▼ State: * Arizona ▼

Jurisdiction: * Apache Junction ▼

Project Type: * Permit ▼

Next

Apply Online

Jurisdiction and Request Type *

Online Permitting Application *

Get Started on a New Application

Add a permit to an existing project

Customer can access MyGovernmentOnline.org and click “Apply Online” under the Permits & Licensing menu item. After choosing your state and jurisdiction, you can start on a new application, or apply for a permit on an existing project.



And / Or list your applications on your website and link them directly to applying online on MGO allowing the customer to skip selecting the state city step as shown on the last slide.

Shoreline Structure Authorization

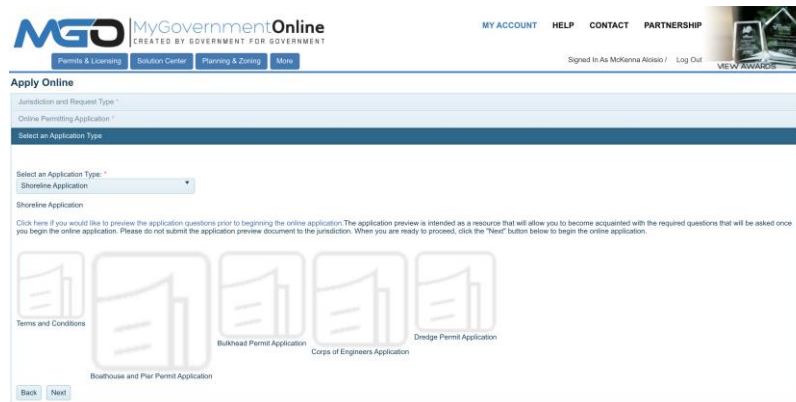
- [General Permits \(GP\)](#)
- [Guidelines and Procedures](#)
- [Boathouse and Pier Permit Application](#)
- [Bulkhead Permit Application](#)
- [Dredge Permit Application](#)
- [Corps of Engineers Application](#)

On-Site Wastewater Facility Authorization

- [OSSF Application Paperwork](#)
- [OSSF Lot Affidavit](#)
- [OSSF Limited Water Usage Affidavit](#) as needed

your website

mgo application



Apply Online

Jurisdiction and Request Type *

Online Permitting Application *

Select an Application Type

Select an Application Type: *

- Select an Option -
- Select an Option -
- A. New Residential Structure and/or Addition
- B. Miscellaneous Residential
- C. Res. - Pool/Spa, Fence/Wall, Res. Demo
- D. Manufactured Home Installation (Set)
- E. Manufactured Home Other
- F. Park Model Utility Connection & PM Related

Select an Application Type

Select an Application Type: *

A. New Residential Structure and/or Addition

If you are applying for a sewer connection permit, please return to Permits & Licensing and select Jurisdiction: SMCFD No. 1 – Sewer District.

Click here if you would like to preview the application questions prior to beginning the online application. The application preview is intended as a resource that will allow you to become acquainted with the required questions that will be asked once you begin the online application. Please do not submit the application preview document to the jurisdiction. When you are ready to proceed, click the "Next" button below to begin the online application.

New Residential Structure and/or Additions Application Guide

Acknowledgement Statement

Site Plan Instructions

Back Next

Each jurisdiction will have a list of their application types. After selecting the application, you may be provided with files to view or download before beginning.

MGO MyGovernmentOnline
CREATED BY GOVERNMENT FOR GOVERNMENT

Permits & Licensing Solution Center

Jurisdiction and Request Type *

Online Permitting Application *

Select an Application Type

Select an Application Type: *

A. New Residential Structure and/or Addition

If you are applying for a sewer connection permit, please return to Permits & Licensing and select Jurisdiction: SMCFD No. 1 – Sewer District.

Click here if you would like to preview the application questions prior to beginning the online application. The application preview is intended as a resource that will allow you to become acquainted with the required questions that will be asked once you begin the online application. Please do not submit the application preview document to the jurisdiction. When you are ready to proceed, click the "Next" button below to begin the online application.

New Residential Structure and/or Additions Application Guide

Acknowledgement Statement

Site Plan Instructions

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APACHE JUNCTION AZ
Development Services Department/Division of Building Safety and Inspection

NEW RESIDENTIAL CONSTRUCTION (and Additions) BUILDING APPLICATION GUIDE

This Building Application Guide ("Guide") is intended to facilitate the submittal of a building permit application to the Apache Junction Division of Building Safety and Inspection ("DBS"). Please note there are specific Guides for different types of permitted work (e.g., construction of an office building, commercial tenant improvement, and demolitions). If you are unsure of which Guide to use, please visit our [Building Application Guide](#). If you need additional assistance, please contact the DBS at (480)-474-5156 or Buildingpermits@ajcity.net.

TYPICAL JOB TYPES

This Guide is to be used for residential construction projects such as:

- New 1 or 2 family dwelling
- New townhouses
- Accessory Dwelling Unit (ADU)
- Enclosed Accessory Structure (garage, workshop, etc.)
- Residential Additions

DIGITAL SUBMISSION REQUIRED

Apache Junction utilizes an online permit system called MyGovernmentOnline ("MGO"). All applications for a building permit must be electronically submitted through the MGO system, accessible at [MyGovernmentOnline](#). Before you submit an application for the first time, you must create a user account. For more information on setting up your user account please visit the [MGO Customer Help Guide](#). MGO also offers a customer service support line at (866) 957-3764 if you need assistance in creating a user account and/or navigating the system.

Questions related to the application submittal requirements, specified in this Guide, should be directed to the DBS at (480)-474-5156 or Buildingpermits@ajcity.net.

If you require accommodation, there is a public kiosk in the Development Services Lobby at the city complex: 300 F Superstition Blvd. Building D, that you may use to

PARTNERSHIP
Senna Aloisio / Log Out
VIEW AWARDS

Jurisdiction and Request Type *

Online Permitting Application *

Select an Application Type

Physical Address or Location

Please provide the physical address or location of your project.
or [modify an existing permit](#)

☒ My Project has been addressed by the Jurisdiction.

Address or Location: * City: * Zipcode: *

Next

Files Upload

Applicant's Contact Information

First NameLast NameSuffixBusiness Name

McKennaAloisio- Suffix -

Mailing Address

AddressCityStateZipcode

211 Victory CtGrayLouisiana70359

Email ☐ Notify

mckenna@scpdc.org

Cell Phone () ☐ Notify

6039735438

Home Phone () ☐ Notify

9855197971

Work Phone () ☐ Notify

0000000000

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Property Owner's Contact Information

Contractor's Contact Information

Application Questionnaire

Enter the project’s address and any contact information that should be associated with this permit.

Application Questionnaire

A. New Residential Structure and/or Addition

Project Type New Single Family ▼
Please select the type of residential project.

Lot
Please enter the lot number. (1-500)

Subdivision
If construction is within a subdivision, please select the subdivision or select N/A if not applicable.

Project Valuation
Please enter the cost of construction for the project.

Foundation type - Select Option - ▼
Please identify the foundation type.

Occupied roof - Select Option - ▼
Does the project have an occupied roof?

Exterior material ☐ Stucco
Please identify the proposed exterior materials. Select all that apply.
☐ EIFS
☐ Brick
☐ Stone

Now, you'll continue through the application questionnaire. These are questions specified by the jurisdiction. Some fields may be required in order to submit your application.

Electrical Contractor ROC
Provide Electrical Contractor's ROC License number

Plumbing Contractor Name
Provide Plumbing Contractor's name

Plumbing Contractor ROC
Provide Plumbing Contractor's ROC License number

ROC Exemption - Select Option - ▼
I am applying for this permit as the property owner and future occupant of the structure and will be submitting the required "Exemption from Arizona Registrar of Contractors Licensing" form with this application.

Applicant Certification *
I hereby certify that I have read this application and state that the above information is correct and accurately reflects the intended scope of work and matches the accompanying plans. I declare that I am the owner or duly authorized agent of the owner. I agree to comply with all federal, state and city laws, codes and ordinances related to building construction, zoning and use/occupancy requirements. I hereby authorize representatives of the City of Apache Junction to enter upon the above-mentioned property for inspection purposes. An application for which no permit is issued within 90 days following the date of application shall be considered expired. I understand that any written request for an extension must be submitted before the permit expires, and approval of an extension is solely at the discretion of the Building and Safety Manager if good cause is shown. (Applicant Signature/acknowledgement)

All items marked with a red asterisk are required fields and must be completed before you are able to submit your application to the jurisdiction.
If you are unsure of a required field's answer you may skip the question to answer other questions.
After you press "next" to advance to the "review" section, you can press the "Save" button to save your progress and return to your application at a later date to continue your progress in completing the application.

Back Next

Files Upload ▼

Review ▼

Files Upload

If you are attaching any files to this application, click "Upload Files", select the file(s), and please wait for the file(s) to finish uploading before proceeding to the next step.
If you are expected to include files with your application, a notice will appear below these instructions to inform you of what to upload.

Upload the following files with your application. When possible, please upload PDF files. Consolidate documents/pages into as few PDF documents as possible.

- **Acknowledgement Statement** [Click to download or view page.](#) * **Required**
Required for all permit applications.

[Upload Files](#)

- **Construction Plans with Site plan**

See New Residential Construction Building Application Guide for plan content requirements. Not required for an approved Master Plan submittal.

[Upload Files](#)

- **Site Plan**

Required for approved Master Plan submittal and building location.

[Upload Files](#)

- **Soils Report**

Required when lot/site has been subject to fill.

[Upload Files](#)

- **Truss engineering with truss layout**

Shall be provided at submittal for any project using manufactured roof and/or floor trusses.

[Upload Files](#)

- **Structural Calculations**

Required if an engineer/architect designed any element of the structure- shear/bracing, beams/columns, etc.

[Upload Files](#)

- **Manual J, S & D calculations and HVAC duct design**

Required for all new homes, duplexes, townhomes, accessory dwellings & conditioned garages/workshops.

[Upload Files](#)

- **Energy Code evaluation (ResCheck or other)**

Required whenever design does not meet prescriptive energy code requirements.

At the end of the application, you have the opportunity to submit any documents associated with the project. Some jurisdictions may list files that support the application type you've chosen, as well as make them required in order to submit. After uploading documents, you may save your application to return to it later, or submit it to your jurisdiction for review.

Review

To save your current progress and complete your application another time, please press save before exiting.

Your application is ready to submit to the jurisdiction.

[Back](#)

[Save](#)

[Submit](#)

Project #TEST-MHPK

16 FOX HOLLOW DR MAGNOLIA DE 19962

Jurisdiction: Kent County

Create Date: 12/31/2020

Fees: \$0.00 Fees Paid: \$0.00

Balance Due: \$0.00

Status: Permit Issued

Types:
Certificate of Occupancy (20011) Manufactured Home Parks (28607) Re-Inspection - \$75 (20015) Re-Inspection - WAIVED (30167) 911 Numbering Fee (20025) ED Surcharge Non Poly (20027) ED Surcharge Polytech (20028) Fire District Surcharge (20029)

Project Description:
TEST - Using Dorothy's CC and check

Print Receipt

Overview

Contacts

Requirements

Payments

Project Type Fees

Re-Inspection - WAIVED

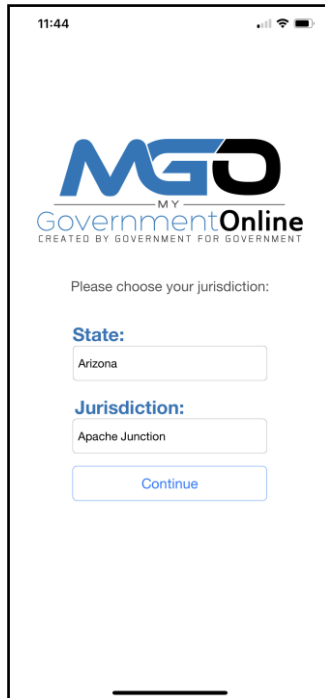
Print Permit

Total	Amount Due
\$0.00	

✓

Paid

Once your application has been accepted and all requirements are met, you may pay fees and print your permit directly from your Customer Portal account.



11:44

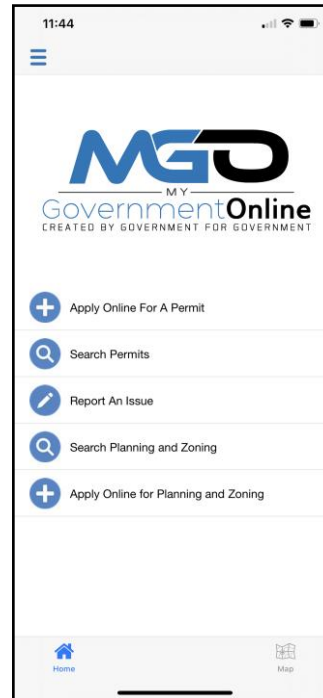
MGO
MY
GovernmentOnline
CREATED BY GOVERNMENT FOR GOVERNMENT

Please choose your jurisdiction:

State:
Arizona

Jurisdiction:
Apache Junction

Continue



11:44

MGO
MY
GovernmentOnline
CREATED BY GOVERNMENT FOR GOVERNMENT

- + Apply Online For A Permit
- Search Permits
- Report An Issue
- Search Planning and Zoning
- + Apply Online for Planning and Zoning

Home Map



11:44

< Back Project type

Permit

Permit

Get Started on a New Application

Add a permit to an existing project

Cancel

Apply for permits on your mobile device by using the MGO Connect app. Begin by choosing your state and jurisdiction, the action you would like to take, and follow the on-screen prompts through the process.

11:44

< Back Select Application

- A. New Residential Structure and/or Addition**
If you are applying for a sewer connection permit, please re >
- B. Miscellaneous Residential**
If you are applying for a sewer connection permit, please re >
- C. Res. - Pool/Spa, Fence/Wall, Res. Demo**
If you are applying for a sewer connection permit, please re >
- D. Manufactured Home Installation (Set)**
If you are applying for a sewer connection permit, please re >
- E. Manufactured Home Other**
If you are applying for a sewer connection permit, please re >
- F. Park Model Utility Connection & PM Rela...**
If you are applying for a sewer connection permit, please re >
- G. Factory Built Building Residential or Co...**
If you are applying for a sewer connection permit, please re >
- H. Electrical (over-the-counter type)**
If you are applying for a sewer connection permit, please re >
- I. Electric (requiring review)**
If you are applying for a sewer connection permit, please re >
- J. Plumbing (over-the-counter type)**
If you are applying for a sewer connection permit, please re >
- K. Plumbing (requiring review)**
If you are applying for a sewer connection permit, please re >
- L. Mechanical (over the counter type)**
If you are applying for a sewer connection permit, please re >
- M. Mechanical (requiring review)**
If you are applying for a sewer connection permit, please re >

Home Map

11:44

< Back Address

Address or Location *

Address or Location

City *

City

Zipcode *

Zipcode

Next

Home Map

Identically to the desktop version, you will follow the steps to submit your permit application.

11:44

< Address

Contacts

Applicant

Property Owner

Contractor

Click here if you would like to preview the application questions prior to beginning the online application. The application preview is intended as a resource that will allow you to become acquainted with the required questions that will be asked once you begin the online application. Please do not submit the application preview document to the jurisdiction. When you are ready to proceed, click the "Next"

Next

Home

Map

11:44

≡

Applicant

First Name

McKenna

Last Name

Aloisio

Suffix

Select an option

Business Name

Business Name

Address

211 Victory Ct

City

Gray

State

LA

Zipcode

Save

Cancel

Home

Map

11:44

< Contacts

Questionnaire

A. New Residential Structure and/or Addition

Project Type

Option

Lot

Question

Please enter the lot number. (1-500)

Subdivision

Question

If construction is within a subdivision, please select the subdivision or select N/A if not applicable.

Project Valuation

Question

Please enter the cost of construction for the project.

Foundation type

Option

Occupied roof

Option

Next

Home

Map

11:45

< Questionnaire

Image select

+

Click here to upload

Next

Home

Map

11:45

< Questionnaire

Image select

+

Choose one

File upload

Image upload

Cancel

11:45

< Image select

Review

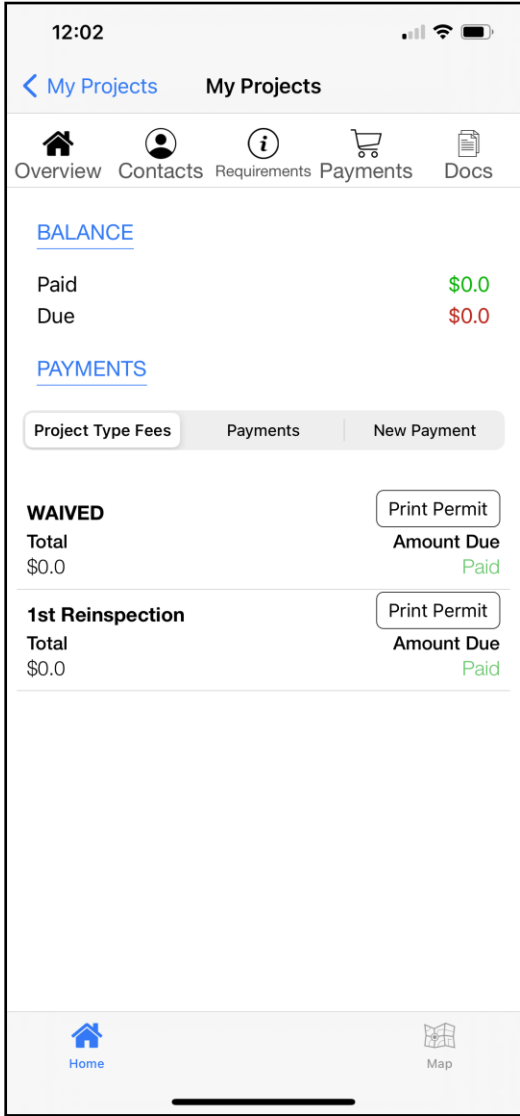
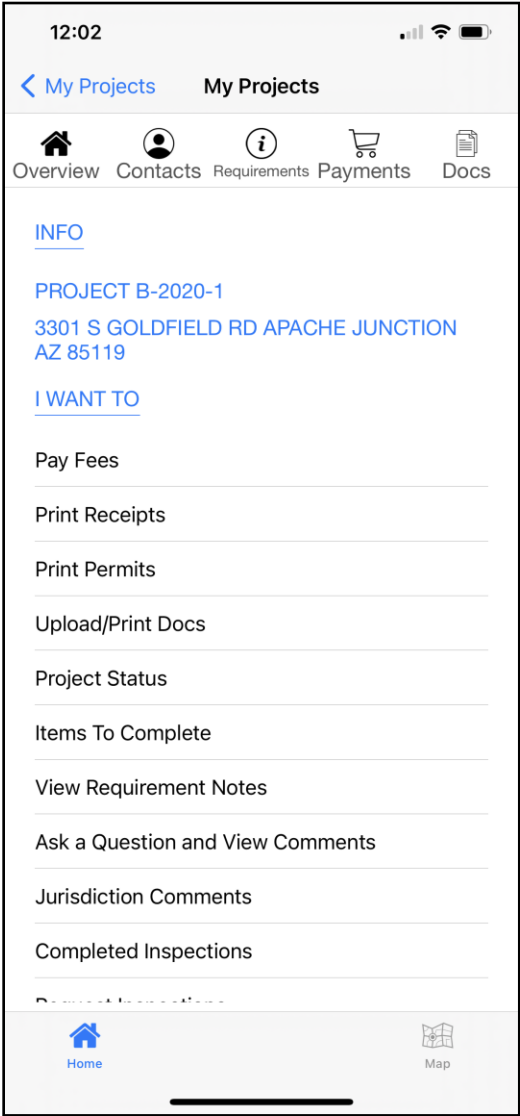
Your request is ready to submit to jurisdiction

Save

Submit

Home

Map





Staff Report

CITY COUNCIL MEETING DATE: July 26, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 7/20/2021
SUBJECT: Selection of voting delegate for FLC Conference.

BACKGROUND:

DISCUSSION:

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

RECOMMENDED ACTION

Staff respectfully requests

Attachments

1. Resolutions Committee - Key Officials Packet



FLC 2021 Annual Conference

Proposed Resolutions

FLC Staff Contact: Allison Payne

Please forward this packet to your city's voting delegate.





TO: Key Officials
FROM: Jeannie Garner, Executive Director
DATE: July 13, 2021
SUBJECT: Transmittal of the 2021 Proposed Resolutions

Attached are the proposed resolutions that are being submitted for consideration by the FLC Resolutions Committee, which will convene on Friday, August 13, at 9:15 a.m., in conjunction with the League's Annual Conference at the World Center Marriott, Orlando, Florida.

The Resolutions Committee is charged with considering official resolutions relating principally to constitutional, congressional and commemorative issues. The committee will review and vote on each resolution and then forward the committee's recommendations to the League's membership at the Business Session, which will take place on Saturday, August 14, at 9:00 a.m.

It is at the Business Session where the League's voting delegates vote on the Report of the Resolutions Committee. **Please forward this packet to your city's voting delegate in preparation for the Business Session.** Please note proposed resolutions are subject to change by the Resolutions Committee.

Proposed resolutions may also be submitted directly to the Resolutions Committee or the Business Session. These resolutions will be considered late-filed and will require a favorable two-thirds vote of the committee or the voting delegates, respectively, in order for them to be considered. Therefore, additional resolutions may be proposed at the conference.

Should you have any questions, please contact Allison Payne at the League office at (850) 701-3602 or e-mail apayne@flcities.com.

Attachments



2021 RESOLUTIONS/LEGISLATIVE COMMITTEE

Chair: Commissioner Phillip Walker, City of Lakeland

First Vice President, Florida League of Cities

Vice Chair: Councilwoman Jolien Caraballo, City of Port St. Lucie

Second Vice President, Florida League of Cities

LOCAL AND REGIONAL LEAGUE REPRESENTATIVES

Gib Coerper, Mayor, City of Alachua

President, Alachua County League of Cities

Billy Rader, Commissioner, City of Panama City

President, Bay County League of Cities

Beverly Williams, Vice Mayor, City of Lauderdale Lakes

President, Broward League of Cities

Troy Singer, Council Member, City of Tavares

President, Lake County League of Cities

Jen Ahearn-Koch, Commissioner, City of Sarasota

Vice President, ManaSota League of Cities

Joseph Corradino, Mayor, Village of Pinecrest

President, Miami-Dade County League of Cities

Fred Sirmones, Commissioner, City of Lake Butler

President, Northeast Florida League of Cities

J.B. Whitten, Mayor, City of Crestview

President, Northwest Florida League of Cities

Amy Jamieson, Council Member, City of Fort Walton Beach

President, Okaloosa County League of Cities

Lawrence Gordon, Vice Mayor, Town of Haverhill

First Vice President, Palm Beach County League of Cities

Neda Cobb, Mayor Pro Tem, City of Wauchula

President, Ridge League of Cities

Fred Forbes, Councilman, City of Bonita Springs

President, Southwest Florida League of Cities

Andrea Young, Councilmember, City of West Melbourne

President, Space Coast League of Cities

Jamie Robinson, Commissioner, City of Largo

President, Suncoast League of Cities

Kenneth “Tank” Lee, Mayor, Town of Cross City

President, Suwannee River League of Cities

Mike Meier, Commissioner, City of Stuart

Vice President, Treasure Coast Regional League of Cities

Joseph McMullen, Commissioner, Town of Oakland

President, Tri-County League of Cities

Don Burnette, Mayor, City of Port Orange

President, Volusia League of Cities

FLC POLICY COMMITTEE REPRESENTATIVES

Heidi Herzberg, Mayor, City of Deltona
Chair, Utilities, Natural Resources & Public Works
Kenny Johnson, Deputy Mayor, City of Palm Bay
Chair, Finance, Taxation & Personnel Committee
Jack Dearmin, Vice Mayor, City of Lake Alfred
Chair, Land Use & Economic Development Committee
Rufus J. Borom, Commissioner, City of Palatka
Chair, Transportation & Intergovernmental Relations Committee
Kimberly Glas-Castro, Vice Mayor, Town of Lake Park
Chair, Municipal Administration Committee
Greg Ross, Mayor, City of Cooper City
Chair, Federal Action Strike Team
Dominick Montanaro, Councilman, City of Satellite Beach
Chair, Advocacy Committee

MUNICIPAL STAFF ASSOCIATION REPRESENTATIVES

Stacey Johnston, City Clerk, City of Holmes Beach
Florida Association of City Clerks
Horace McHugh, Assistant City Manager, City of North Miami Beach
Florida City & County Management Association
Darrel Donatto, Deputy Fire Rescue Chief, Palm Beach Fire Rescue
Florida Fire Chiefs' Association
Jamie Roberson, Director of Finance, City of Apopka
Florida Government Finance Officers Association
A. Kurt Ardaman, Attorney
Florida Municipal Attorneys Association
Stephan Dembinsky, Director of Public Safety, Daytona Beach Shores PD
Florida Police Chiefs Association

FLC-SPONSORED PROGRAM REPRESENTATIVES

Matthew Surrency, Mayor, City of Hawthorne
Chair, Florida Municipal Insurance Trust
Isaac Salver, Councilmember, Town of Bay Harbor Islands
Chair, Florida Municipal Loan Council
Joseph Barkley III, Commissioner, City of Belleair Bluffs
Chair, Florida Municipal Pension Trust
Frank Ortis, Mayor, City of Pembroke Pines
Chair, Florida Municipal Investment Trust

AT LARGE MEMBERS

Pat Bates, Mayor, City of Altamonte Springs

Ed Cook, City Manager, City of Callaway

Anne Gerwig, Mayor, Village of Wellington

Stuart Glass, Deputy Mayor, Town of Indian River

Linda Hudson, Mayor, City of Fort Pierce

Bob Mayersohn, Vice Mayor, City of Parkland

Lois Paritsky, Vice Mayor, Town of Ponce Inlet

Cal Rolfson, Councilmember, City of Mount Dora

Mark Ryan, City Manager, City of Indian Harbour Beach

Dan Saracki, Councilmember, City of Oldsmar

William Schaetzle, Mayor Pro Tem, City of Niceville

Scott Singer, Mayor, City of Boca Raton

Holly Smith, Mayor, City of Sanibel

Darrel Thomas, Chief Financial Officer, City of Weston

Teresa Watkins Brown, Councilwoman, City of Fort Myers

Voting Delegate Information/Reminder to Designate a Delegate

The Florida League of Cities' Annual Conference will be held at the World Center Marriot, Orlando, Florida on August 12-14, 2021. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

If your city has not chosen a delegate, please see the attached form. **Voting delegate forms must be received by the League no later than July 28, 2021.**

If you have any questions on voting delegates, please call (850) 701-3616 or email erussell@flicities.com.

95th Annual Conference
Florida League of Cities, Inc.
August 12-14, 2021
Orlando, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 28, 2021.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax: (850) 222-3806
Email: erussell@flcities.com

Proposed Florida League of Cities 2021 Resolutions

1. City of Orlando
2. Florida City Government Week
3. Florida Territory Bicentennial
4. National Flood Insurance Program
5. Cybersecurity Assistance
6. American Infrastructure Bonds
7. PFAS
8. Investing in Infrastructure

1. City of Orlando

2021-01

**A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC.,
EXPRESSING APPRECIATION TO THE CITY OF ORLANDO FOR ITS
SUPPORT OF ANTONIO L. ORTIZ AS PRESIDENT OF THE FLORIDA
LEAGUE OF CITIES.**

WHEREAS, Antonio “Tony” Ortiz, Commissioner of the City of Orlando, served as President of the Florida League of Cities from 2020-2021; and

WHEREAS, the citizens, mayor, commissioners and staff of the City of Orlando were understanding of the demands placed upon Commissioner Ortiz in his role as President of the League; and

WHEREAS, during his presidency, Commissioner Ortiz focused on the importance of Building Stronger Cities, which organized, empowered and delivered unprecedented grassroots advocacy from Florida residents, showed them the importance of getting engaged in their local and state government and instilled in them how important Home Rule is to ensuring local voices make local choices when protecting their neighborhoods and communities; and

WHEREAS, during his presidency, Commissioner Ortiz provided leadership, guidance, vision and compassion for Florida’s 411 municipalities and their staffs, residents and businesses during an unprecedented time in our nation’s history; and

WHEREAS, the membership and staff of the League recognize that the commitment of the City of Orlando to Commissioner Ortiz’s presidency ensured his active participation in League activities and unselfish service to the League, and it permitted him to successfully promote the programs, projects and philosophy of the League during the past year; and

WHEREAS, the membership and staff of the League also wish to recognize and personally thank Megan A. Shaver and all of the dedicated City of Orlando staff for their efforts in providing outstanding assistance to President Ortiz and FLC staff in coordinating his duties with the City and with the League, and all city staff went above and beyond the call of duty and their outstanding contributions to this effort are applauded and greatly appreciated.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. The Florida League of Cities, Inc., membership and staff do officially and personally appreciate the commitment the City of Orlando’s citizens, commissioners and staff made to Commissioner Ortiz’s presidency.

Section 2. A copy of this resolution be presented to the City of Orlando.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 2021 Annual Conference at the Orlando World Center Marriott in Orlando, FL, this 14th Day of August 2021.

Phillip E. Walker, First Vice President
Florida League of Cities, Inc.
Commissioner, City of Lakeland

ATTEST: _____
Jeannie Garner, Executive Director
Florida League of Cities, Inc.

Submitted by: FLC Staff

2. Florida City Government Week

2021-02

**A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC.,
RECOGNIZING THE WEEK OF OCTOBER 18-24, 2021, AS “FLORIDA
CITY GOVERNMENT WEEK” AND ENCOURAGING ALL FLORIDA
CITY OFFICIALS TO SUPPORT THIS CELEBRATION BY
PARTICIPATING IN THE “MY CITY: I’M PART OF IT, I’M PROUD OF
IT!” ACTIVITIES.**

WHEREAS, city government is the government closest to the people and the one with the most direct daily impact upon its residents; and

WHEREAS, city government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of the services provided by cities and their benefits; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of activities; and

WHEREAS, Florida City Government Week was created in 1991, and this year marks thirty years of recognizing the significant role played by city government in our lives.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. The Florida League of Cities, Inc., encourages all city officials, city employees, school officials and citizens to participate in events that recognize and celebrate Florida City Government Week.

Section 2. The Florida League of Cities, Inc., supports and encourages all city governments to promote, sponsor and participate in My City: I’m Part of It, I’m Proud of It!

Section 3. A copy of this resolution be provided to Florida Governor Ron DeSantis, the Florida Cabinet, the Florida School Boards Association and the membership of the Florida League of Cities, Inc.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League’s 2021 Annual Conference at the Orlando World Center Marriott in Orlando, FL, this 14th Day of August 2021.

Antonio Ortiz, President
Florida League of Cities, Inc.
Commissioner, City of Orlando

ATTEST: _____
Jeannie Garner, Executive Director
Florida League of Cities, Inc.

Submitted by: FLC Staff

3. Florida Territory Bicentennial

2021-03

**A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC.,
COMMEMORATING THE BICENTENNIAL OF FLORIDA AS A
TERRITORY WITHIN THE UNITED STATES OF AMERICA.**

WHEREAS, the United States of America acquired the territories of East and West Florida from Spain in 1821 and that transfer was formally conducted by representatives of both countries in 1822; and

WHEREAS, East and West Florida were considered one entity by the United States, and Florida's leaders began to pursue statehood within a few years of joining the U.S. and in doing so adopted a Constitution in 1839 that outlined definitions, roles and responsibilities for Florida's local governments; and

WHEREAS, the territorial ceremony included recognition of the capitols of East and West Florida, respectively St. Augustine and Pensacola which were thriving communities under both English and Spanish rule and were recognized by the territorial Governor as municipalities in 1822 along with the other populous communities of Apalachicola, Key West and St. Joseph (now Port St. Joe), and other new cities joined them as Florida grew; and

WHEREAS, Florida is celebrating its Bicentennial Year as a territory within the United States of America and such observance, celebration and commemoration is worthy of note to each municipality in Florida as the foundation of the state and its constitution is fundamental to each city, town and village; and

WHEREAS, the Florida League of Cities and its membership appreciate Florida's rich history and encourage each municipality to use this anniversary as an opportunity to educate citizens, residents and visitors about Florida's history along with municipal self-government, representative democracy, Home Rule powers, municipal services and public service in general.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. The Florida League of Cities, Inc., hereby joins with all Floridians in celebrating the bicentennial and encourages its membership to acknowledge and commemorate this momentous anniversary in all appropriate ways.

Section 2. A copy of this resolution be sent to the Governor and Cabinet.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 2021 Annual Conference at the Orlando World Center Marriott in Orlando, FL, this 14th Day of August 2021.

Antonio Ortiz, President
Florida League of Cities, Inc.
Commissioner, City of Orlando

ATTEST: _____
Jeannie Garner, Executive Director
Florida League of Cities, Inc.

Submitted by: City of St. Augustine

4. National Flood Insurance Program

**A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING
CONGRESS TO REAUTHORIZE THE NATIONAL FLOOD INSURANCE
PROGRAM.**

WHEREAS, floods are the most common and destructive natural disaster in the United States and Florida; and

WHEREAS, Congress created the National Flood Insurance Program (NFIP) in 1968 to make affordable flood insurance available to homeowners, renters and business owners in exchange for using Federal Emergency Management Agency (FEMA) generated Flood Insurance Rate Maps for floodplain management by participating communities; and

WHEREAS, the Flood Disaster Act of 1973 requires the purchase of flood insurance as a condition of receiving any form of federal or federal-related financial assistance for acquisition or construction purposes with respect to the insurance of buildings; and

WHEREAS, the NFIP provides affordable flood insurance to property owners by encouraging local governments to adopt and enforce floodplain and water management regulations, best practices and techniques; and

WHEREAS, these mitigation efforts reduce and prevent flooding on new and improved structures, thereby saving lives and reducing injuries, reducing economic losses, maintaining and protecting critical infrastructure, and reducing the liability borne by local governments and their elected officials; and

WHEREAS, flooding is a serious risk in Florida due to the state's geography and proximity to water, both coastal and inland; and

WHEREAS, this issue is a critical concern for our state as Florida has the largest number of participants in the NFIP with more than 1.7 million policies in force; and

WHEREAS, the NFIP is set to expire on September 30, 2021; and

WHEREAS, a lack of long-term reauthorization causes uncertainty for beneficiaries and providers; and

WHEREAS, there is still no viable private market for homeowners and businesses to acquire sufficient flood insurance coverage; and

WHEREAS, accurate mapping is fundamental for local governments to assess and communicate risk to their communities and property owners; and

WHEREAS, the current federal mapping process often results in local governments having to rely on inaccurate maps that do not take into account locally built flood protection features and communities building off of outdated mapping, which results in artificially inflated risk. Further, many areas of the country are not mapped or mapped accurately, which results in communities not being aware that they are at risk of flooding; and

WHEREAS, it is incumbent upon all of us to have a long-term, sustainable and viable NFIP with rates that are affordable; and

WHEREAS, FEMA is scheduled to launch a new risk rating system called Risk Rating 2.0 to address deficiencies in the traditional mapping process that was originally scheduled to go into effect October 1, 2021; and

WHEREAS, Risk Rating 2.0 will be used as a basis for new flood insurance rates, but the technical details and the actuarial data on which premiums will be based have not been clearly defined by FEMA.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. The Florida League of Cities, Inc., supports a long-term National Flood Insurance Program that utilizes a flood risk rating system that is transparent, equitable and affordable.

Section 2. A copy of this resolution be sent to President Joe Biden, the administrator of FEMA, the Florida Congressional Delegation, the National League of Cities and the membership of the Florida League of Cities, Inc.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 2021 Annual Conference at the Orlando World Center Marriott in Orlando, FL, this 14th Day of August 2021.

Antonio Ortiz, President
Florida League of Cities, Inc.
Commissioner, City of Orlando

ATTEST: _____
Jeannie Garner, Executive Director
Florida League of Cities, Inc.

Submitted by: FLC Staff

5. Cybersecurity Assistance

2020-05

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES INC., URGING CONGRESS AND THE ADMINISTRATION TO PROVIDE ASSISTANCE, TRAINING AND FEDERAL FUNDING TO CITIES TO STRENGTHEN AND ASSESS CYBERSECURITY INFRASTRUCTURE.

WHEREAS, local governments are entrusted with gigabytes of personally identifiable, confidential and proprietary information about the businesses and citizens that live and operate within their jurisdictions; and

WHEREAS, numerous high-profile cyber incidents in the public sector have highlighted the emerging challenges that cities face in protecting this data; and

WHEREAS, the “hidden” impact on local government operations when a system is compromised could result in longer response times for police and fire personnel, delays in service delivery to utility customers or holdups in the permitting process for businesses; and

WHEREAS, the loss of personally identifiable, confidential and proprietary information has its own critical and personal cost impacts, but also damages public trust in government; and

WHEREAS, many cities are embracing technology-driven governance while security threats are increasing in frequency and sophistication.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. The Florida League of Cities, Inc., urges Congress and the Administration to partner with cities to help strengthen their security measures to thwart future cyberattacks, specifically in the areas of technical assistance, training and infrastructure improvements.

Section 2. The Florida League of Cities, Inc., urges Congress to support the State and Local Cybersecurity Improvement Act which would create a grant program, administered by the Department of Homeland Security, to bolster state and local cybersecurity operations.

Section 3. A copy of this resolution be sent to President Joe Biden, the Florida Congressional Delegation, the National League of Cities and the membership of the Florida League of Cities, Inc.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League’s 2021 Annual Conference at the Orlando World Center Marriott in Orlando, FL, this 14th Day of August 2021.

Antonio Ortiz, President
Florida League of Cities, Inc.
Commissioner, City of Orlando

ATTEST: _____
Jeannie Garner, Executive Director
Florida League of Cities, Inc.

Submitted by: FLC Staff

6. American Infrastructure Bonds

2021-06

A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES INC., URGING CONGRESS TO SUPPORT LEGISLATION THAT MAXIMIZES THE FLEXIBILITY OF MUNICIPAL FINANCING TOOLS TO ADDRESS LOCAL INFRASTRUCTURE NEEDS.

WHEREAS, Florida faces much-needed infrastructure challenges without a dedicated source to fund improvements; and

WHEREAS, this deteriorating infrastructure impedes Florida's ability to compete in an increasingly global marketplace; and

WHEREAS, delaying these investments only escalates the cost and risks of an aging infrastructure system, an option that Florida municipalities can no longer afford; and

WHEREAS, Sens. Michael Bennet (D-CO) and Roger Wicker (R-MS) reintroduced the American Infrastructure Bonds Act, that would create "direct pay," taxable municipal bonds to help local governments finance critical public projects; and

WHEREAS, the American Infrastructure Bonds Act would allow state and local governments to issue direct payment bonds for any public expenditure that would be eligible to be financed by tax-exempt bonds with the U.S. Department of the Treasury paying a percentage of the bond's interest to the issuing entity to reduce the cost for the state and local governments; and

WHEREAS, direct payment bonds are attractive to investors who do not receive the tax advantage from traditional tax-exempt bonds; and

WHEREAS, the bipartisan American Infrastructure Bonds Act would help municipal governments invest in much-needed infrastructure improvements by expanding financing options while preserving local decision-making; and

WHEREAS, Congress passed the Tax Cuts and Jobs Act in 2017, which eliminated tax-exempt advanced refunding bonds; and

WHEREAS, Congressmen Dutch Ruppersberger (D-MD) and Steve Stivers (R-OH) reintroduced the Investing in Our Communities Act, legislation that restores the tax-exemption for advanced refunding bonds; and

WHEREAS, the use of tax-exempt advance refunding bonds allows municipalities to take advantage of lower interest rates, therefore, saving taxpayer dollars; and

WHEREAS these bonds are used to support a wide range of infrastructure projects, including roads, bridges, water systems and broadband.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. The Florida League of Cities, Inc., urges Congress to support the Investing in Our Communities Act that would restore tax-exempt advance refunding bonds.

Section 2. The Florida League of Cities, Inc., urges Congress to support the American Infrastructure Bonds Act that would expand infrastructure financing options for cities and improve the ability for cities to invest in critical infrastructure projects.

Section 3. A copy of this resolution be sent to President Joe Biden, the Florida Congressional Delegation, the National League of Cities and the membership of the Florida League of Cities, Inc.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 2021 Annual Conference at the Orlando World Center Marriott in Orlando, FL, this 14th Day of August 2021.

Antonio Ortiz, President
Florida League of Cities, Inc.
Commissioner, City of Orlando

ATTEST: _____
Jeannie Garner, Executive Director
Florida League of Cities, Inc.

Submitted by: FLC Staff

7. PFAS

2021-07

**A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES INC., URGING THE
FEDERAL GOVERNMENT TO TAKE ACTION TO ADDRESS PER- AND
POLYFLUOROALKYL CONTAMINATION.**

WHEREAS, per- and polyfluoroalkyl substances (PFAS) are a class of nearly 5,000 man-made chemicals that includes PFOA, PFOS, PFBS and GenX manufactured and used in a variety of industries; and

WHEREAS, PFAS are a group of chemicals that are pervasive in the environment, do not breakdown easily and can accumulate in people causing adverse health effects; and

WHEREAS, in 2018 the Local Government Advisory Committee of the U.S. Environmental Protection Agency (EPA) was charged by the EPA to provide recommendations and input on the EPA's development of a national plan to manage PFAS, and to identify specific actions and tools that states, local governments and tribal communities need to address PFAS contamination; and

WHEREAS, in 2019 EPA announced a comprehensive nationwide action plan for addressing PFAS, including identifying both short-term solutions for addressing these chemicals and long-term strategies that will help states, tribes and local government; and

WHEREAS, the 117th Congress introduced legislation that would require the Secretary of Defense to conduct testing, removal and remediation of PFAS at all military installations formerly used as defense sites, and state-owned facilities of the National Guard in the United States; and

WHEREAS, PFAS has contaminated Florida's groundwater resources, including: three areas identified under the federal third Unregulated Contaminant Monitoring Rule (UCMR3) sampling of public supply wells; 22 areas identified by DEP sampling of certified fire training facilities; 27 areas identified by sampling of select State Cleanup Program sites; 15 areas identified by DEP sampling of select dry-cleaning program sites; and 20 current and former federal facilities; and

WHEREAS, in 2021 the Division of Waste Management of the Florida Department of Environmental Protection (DEP) introduced a dynamic plan to provide a coordinated approach to the complex issues associated with PFAS.

**NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF
CITIES, INC.:**

Section 1. The Florida League of Cities, Inc., urges the federal government to coordinate with the DEP to continue the cleanup efforts on federal military sites.

Section 2. The Florida League of Cities, Inc., urges Congress to adopt legislation that would address PFAS contamination on non-federal grounds.

Section 3. A copy of this resolution be sent to President Joe Biden, the administrator of the U.S. Environmental Protection Agency, the Florida Congressional Delegation, the National League of Cities and the membership of the Florida League of Cities, Inc.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 2021 Annual Conference at the Orlando World Center Marriott in Orlando, FL, this 14th Day of August 2021.

Antonio Ortiz, President
Florida League of Cities, Inc.
Commissioner, City of Orlando

ATTEST:

Jeannie Garner, Executive Director
Florida League of Cities, Inc.

Submitted by: FLC Staff

8. Investing in Infrastructure

2021-08

**A RESOLUTION OF THE FLORIDA LEAGUE OF CITIES, INC., URGING
CONGRESS AND THE ADMINISTRATION TO WORK WITH CITIES TO
REBUILD AND STRENGTHEN AMERICA'S INFRASTRUCTURE.**

WHEREAS, municipalities of all sizes own, zone and maintain a significant portion of America's critical infrastructure; and

WHEREAS, as Florida's population continues to grow, investing in infrastructure for transportation, water and broadband access is essential to Florida's prosperity; and

WHEREAS, the lack of federal investment in Florida's transportation system continues to adversely impact cities, which are the economic engines of our state; and

WHEREAS, an estimated \$48 billion is needed over the next 20 years to meet Florida's needs for drinking water, wastewater, flood control, nutrient pollution, Everglades restoration and beach and inlet erosion; and

WHEREAS, making broadband more accessible, reliable and affordable in underserved or unserved areas can dramatically improve the quality of life for Floridians.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA LEAGUE OF CITIES, INC.:

Section 1. The Florida League of Cities, Inc., strongly urges Congress and the Administration to support an infrastructure package that makes a significant federal commitment in strengthening the nation's transportation, water and broadband infrastructure and specifically:

- Directs federal funding to the Surface Transportation Block Grant program and other safety and technology grant programs that are accessible to all cities, towns and villages;
- Provides financing, funding and flexibility to meet Florida's growing water infrastructure needs and address the impacts of climate change; and
- Invests in urban and rural broadband infrastructure to close the digital divide and remove obstacles to municipal, public-private and co-op-provided broadband.

Section 2. The Florida League of Cities, Inc., strongly urges Congress and the Administration to partner directly with local governments, who are closest to their citizens, as full stakeholders in all federal programs that impact their communities.

Section 3. A copy of this resolution be sent to President Joe Biden, the Florida Congressional Delegation, Florida Governor Ron DeSantis, the National League of Cities and the membership of the Florida League of Cities, Inc.

PASSED AND ADOPTED by the Florida League of Cities, Inc., in conference assembled at the League's 2021 Annual Conference at the Orlando World Center Marriott in Orlando, FL, this 14th Day of August 2021.

Antonio Ortiz, President
Florida League of Cities, Inc.
Commissioner, City of Orlando

ATTEST: _____
Jeannie Garner, Executive Director
Florida League of Cities, Inc.

Submitted by: FLC Staff



Staff Report

CITY COUNCIL MEETING DATE: July 26, 2021

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE:
SUBJECT: Update on Holley and Allen signs

BACKGROUND:

Our office has been tasked with procuring signs honoring Ben Holley and GiGi Allen.

DISCUSSION:

The lettering is underway for the Ben L Holley Memorial on the tower sign at the corner of 85/90.

Plaque has been ordered for the GiGi Allen plaque for Warriors Hall Piano area,

Our office will advise Mayor and Council when the projects are complete.

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

Cost of the Tower Sign memorial will be paid from the CRA Tower sign budget. There are sufficient funds in the budget for this projects.

Cost of the Warriors Hall plaque will be paid from the Special Projects in the City Clerk Budget.

RECOMMENDED ACTION

No action necessary.

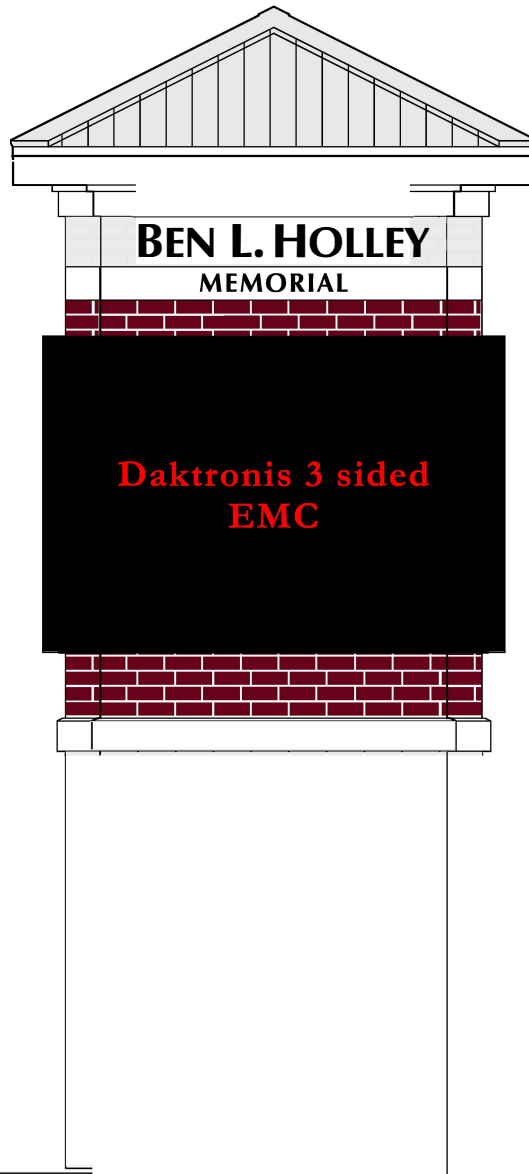
Attachments

1. Gigi Allen plaque
2. Holley

The
WARRIORS HALL PIANO
*was procured and donated
to the City of Crestview by
the Friends of the Arts,
G. GEORGIANNA ALLEN,
Founder*



ARTWORK APPROVAL



BEN L. HOLLEY MEMORIAL



850.683.8010
signsgaloreinc.com

MANUFACTURERS OF:
ELECTRIC, NEON, PLASTIC,
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permission and consent.

_____ read and understood this _____ day of _____ 20 ____

DRAWN BY: APPROVED BY:

mjr

DATE:

7/8/21

WO#

CLIENT:

DATE:

live	Agenda and Event Calendar		Council Attends	Holidays	
	Day	Date	Event	Time	Location
x	Monday	07/26/21	Council Meeting	6:00 PM	Council Chambers
x	Monday	08/02/21	Planning Board Meeting	6:00 PM	Council Chambers
	Thursday	08/05/21	Chamber of Commerce	7:30 AM	Community Center
	Saturday	08/07/21	Main Street Event	4/8 pm	Main Street
x	Monday	08/09/21	Budget Workshop	4:00 PM	Council Chambers
x	Monday	08/09/21	Council meeting	6:00 PM	Council Chambers
FB only	Tuesday	08/10/21	Citizen Advisory Council	6:00 PM	Council Chambers
	WED_SAT	8/11-8/14	FLC Conference		Orlando
	Tuesday	08/17/21	Magistrate Hearing	5:30 PM	Council Chambers
	Thursday	08/19/21	Main Street Meeting	TBD	TBD
x	Monday	08/23/21	Budget Workshop (Tentative)	4:00 PM	Council Chambers
x	Monday	08/23/21	Council meeting	6:00 PM	Council Chambers
	Monday	09/06/21	City Offices Closed		Labor Day
	Tuesday	09/07/21	Planning Board Meeting	6:00 PM	Council Chambers
x	Monday	09/13/21	CRA Board Meeting	5:00 PM	Council Chambers
x	Monday	09/13/21	Council meeting	6:00 PM	Council Chambers
x	Tuesday	09/14/21	Tentative Budget Hearing	5:15 PM	Council Chambers
FB	Tuesday	09/14/21	Citizen Advisory Council	6:00 PM	Council chambers
	Thursday	09/16/21	Main Street Meeting	TBD	TBD
	Tuesday	09/21/21	Magistrate Hearing	5:30 PM	Council Chambers
x	Monday	09/27/21	Final Budget Hearing	5:30 PM	Council Chambers
x	Monday	09/27/21	Council Meeting	6:00 PM	Council Chambers
	Tues-Mon	9/28-10/3	Betsy Off		
x	Monday	10/04/21	Planning Board Meeting	6:00 PM	Council Chambers
	Thursday	10/07/21	Chamber of Commerce	7:30 AM	Community Center

live	Agenda and Event Calendar		Council Attends	Holidays	
	Day	Date	Event	Time	Location
X	Monday	10/11/21	CRA Board Meeting	5:00 PM	Council Chambers
X	Monday	10/11/21	Council Meeting	6:00 PM	Council Chambers
FB	Tuesday	10/12/21	Citizen Advisory Council	6:00 PM	Council chambers
	Tuesday	10/19/21	Magistrate Hearing	5:30 PM	Council Chambers
	Thursday	10/21/21	Main Street Meeting	TBD	TBD
	Sun-Sat	10/24-10/30	FRA Conference,Betsy		Ft Myers
X	Monday	10/25/21	Council meeting	6:00 PM	Council Chambers
	Saturday	10/30/21	Fall Festival		Main Street
X	Monday	11/01/21	Planning Board Meeting	6:00 PM	Council chambers
X	Monday	11/08/21	Council Meeting	6:00 PM	Council Chambers
FB	Tuesday	11/09/21	Citizen Advisory Council	6:00 PM	Council chambers
	Thursday	11/11/21	City Offices Closed		Veteran's Day
	Thursday	11/11/21	Veterans Day Parade		Veteran's Day
	Saturday	11/13/21	Christmas Market		Main Street
	Tuesday	11/16/21	Magistrate Hearing	5:30 PM	Council Chambers
	Thursday	11/18/21	Main Street Meeting	TBD	TBD
X	Monday	11/22/21	Council Meeting	6:00 PM	Council Chambers
	Thurs-Fri	11/24/25	City Offices Closed		Thanksgiving
	Saturday	12/04/21	Christmas Parade		Main Street
X	Monday	12/06/21	Planning Board Meeting	6:00 PM	Council Chambers
X	Monday	12/13/21	Council Meeting	6:00 PM	Council Chambers
FB	Tuesday	12/14/21	Citizen Advisory Council	6:00 PM	Council chambers
	Thursday	12/16/21	Main Street Meeting	TBD	TBD



Staff Report

CITY COUNCIL MEETING DATE: July 26, 2021

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Gina Toussaint, Finance Director
DATE: 7/22/2021
SUBJECT: Quarterly Financial Presentation

BACKGROUND:

On a quarterly basis, a cash reconciliation is provided to the City Council. The analysis provides a breakdown of restricted and unrestricted cash for each City fund. (i.e. General Fund, Utility Fund, etc.) Also reflected on the schedule are actual or projected expenditures subsequent to the reconciliation date. Reflecting these items will provide a more accurate view of cash availability.

DISCUSSION:

The information as presented is as of the 3rd quarter ending June 30, 2021.

While working through the reconciliation process this quarter, the following items were noted:

Pooled Cash:

- 1) CDBG Fund cash reflects a deficit balance until such time that grant revenues are received. The expenditures are temporarily being supported by the general fund.
- 2) CRA Fund deficit in cash is a result of expenditures for which a subsequent transfer from the CRA money market account will be required as per the budget.
- 3) Several funds had a fairly substantial reduction in cash from the prior quarter. It was determined this to be a result of timing related to payroll transfers to cover personnel costs. To more accurately reflect the distribution of cash to the various funds, these transfers will be made on a weekly basis.
- 4) The Utility Fund reduction in cash from the prior quarter was partially a result of the payroll transfer but also a \$1.2M disbursement for phase IV of the PJ Adams relocation as approved in the budget.
- 5) Deficits in impact fees-sewer and state revolving are a result of timing. Transfers will be made from the operating account.

Projected Expenditures:

- 1) The sinking transfer is an accumulation of funds as required by our bonds for the repayment of debt service.
- 2) Impact fees in pooled cash of \$1,197,771 and \$1,791,505 in money market account are available for the elevated water tank expenditures in the amount of \$2,646,000.

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

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

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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

Not applicable at this time.

RECOMMENDED ACTION

No action required at this time.

Attachments

1. Fund Balance (Cash) 6 30 2021

Projected Fund Balance (Cash) June 30, 2021

	General Fund	Building & Permitting Special Revenue	CDBG	Debt Service Fund	Utility Fund	Sanitation Fund	Storm Water	LETF Fund	Escrow Fund	CRA Fund	Investment Fund	Total
Pooled Cash as of 06/30/2021												
TOTAL POOLED CASH AT 06/30/2021	\$ 17,389,250	\$ 940,821	\$ (11,341)	\$ 31,648	\$ 3,228,116	\$ 3,600,121	\$ 51,515	\$ 2,205	\$ 2,913	\$ (141,549)	\$ -	\$ 25,093,700
Restricted Balances:												
Discretionary Sales Tax (1/2 Cent)	1,562,717											1,562,717
Traffic Impact Fees	210,613											210,613
Customer Deposits--Facility Rentals	35,085											35,085
Reserved by Council (Gulf Power)	433,434											433,434
Fire Department Reserve	0											0
FD Educational Monies (in 2021 Budget)	3,589											3,589
Parks Reserve	65,000											65,000
Recreational Fees	40,791											40,791
Tree Replacement	6,600											6,600
Magnolia Creek Funding Commitment	41,000											41,000
Public Safety Impact Fees - Residential	29,200											29,200
Public Safety Impact Fees - Commercial	0											0
Debt Service				0								0
Public Impact Fees				31,648								31,648
Impact Fees - Water					1,197,771							1,197,771
Impact Fees - Sewer					(156,770)							(156,770)
Annual Sewer Impact Fees					24,010							24,010
State Revolving Fund					(247,100)							(247,100)
RRI Fund--15/16 W&S Bonds					250,000							250,000
Customer Deposits--Utility Billing					834,311							834,311
Reserve Policy Funding	5,321,775	600,000			1,500,000							7,421,775
Replacement and Renewal					500,000	2,628,120						3,128,120
Total Restricted Balances	\$ 7,749,804	\$ 600,000	\$ -	\$ 31,648	\$ 3,902,222	\$ 2,628,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,911,794
Unrestricted Operating as of 06/30/2021	\$ 9,639,446	\$ 340,821	\$ (11,341)	\$ (0)	\$ (674,106)	\$ 972,001	\$ 51,515	\$ 2,205	\$ 2,913	\$ (141,549)	\$ -	\$ 10,181,906

Projected Fund Balance (Cash) June 30, 2021

	General Fund	Building & Permitting Special Revenue	CDBG	Debt Service Fund	Utility Fund	Sanitation Fund	Storm Water	LET Fund	Escrow Fund	CRA Fund	Investment Fund	Total
Other Cash Accounts as of 06/30/2021												
Unrestricted:												
Red Light Camera	\$ 24,228											\$ 24,228
General Fund SBA											\$ 658,163	\$ 658,163
Utility Fund SBA											\$ 99,490	\$ 99,490
Money Market Account										\$ 1,048,124		\$ 1,048,124
												\$ -
Unrestricted Balance	\$ 24,228	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,048,124	\$ 757,653	\$ 1,830,005
												\$ -
Restricted:												\$ -
Reserve				\$ 141,056								\$ 141,056
Sinking				\$ 154,923	\$ 48,691							\$ 203,614
Federal Forfeitures								\$ 288				\$ 288
Flex	\$ 17,991											\$ 17,991
MMA-Debt Proceeds Impact Fees					\$ 1,791,505							\$ 1,791,505
Checking												\$ -
Utility Fund Customer Deposits											\$ 269,921	\$ 269,921
Escrow Fund (Library Donor)									\$ 52,599			\$ 52,599
												\$ -
Total Restricted Balances	\$ 17,991	\$ -	\$ -	\$ 295,979	\$ 1,840,196	\$ -	\$ -	\$ 288	\$ -	\$ -	\$ -	\$ 2,154,454
TOTAL OTHER CASH AT 6/30/2020	\$ 42,219	\$ -	\$ -	\$ 295,979	\$ 1,840,196	\$ -	\$ -	\$ 288	\$ -	\$ 1,048,124	\$ 757,653	\$ 3,984,459
TOTAL CASH AT 06/30/2021	\$ 17,431,468	\$ 940,821	\$ (11,341)	\$ 327,627	\$ 5,068,312	\$ 3,600,121	\$ 51,515	\$ 2,493	\$ 2,913	\$ 906,575	\$ 757,653	\$ 29,078,158
Unrestricted Cash as of 06/30//2021	\$ 9,663,673	\$ 340,821	\$ (11,341)	\$ (0)	\$ (674,106)	\$ 972,001	\$ 51,515	\$ 2,205	\$ 2,913	\$ 906,575	\$ 757,653	\$ 12,011,911

Projected Fund Balance (Cash) June 30, 2021

General Fund	Building & Permitting Special Revenue	CDBG	Debt Service Fund	Utility Fund	Sanitation Fund	Storm Water	LETF Fund	Escrow Fund	CRA Fund	Investment Fund	Total
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Fund Balance (Cash) Projections for 06/30/21

Unrestricted Cash as of 06/30/2021	\$ 9,663,673	\$ 340,821	\$(11,341)	\$ (0)	\$ (674,106)	\$ 972,001	\$ 51,515	\$ 2,205	\$ 2,913	\$ 906,575	\$ 757,653	\$ 12,011,911
Projected Expenditures												0
Brookmeade/Redstone Project 1/2 Cent	(899,000)											(899,000)
Walnut Ave. Relining 1/2 Cent	(150,000)											(150,000)
Sinking Transfer (January - July)	(204,139)			\$ (143,672)	\$ (399,162)							(746,973)
Capital Imp. Bonds Regions Prepayment	(332,592)											(332,592)
Moulton Property Water Service Agreement					\$ (198,606)							(198,606)
Parking Lot	(310,000)											(310,000)
Task Order - RIB Rerate Study					\$ (240,500)							(240,500)
Golf Course Management & Repairs	(1,064,000)											(1,064,000)
Main Street Demolition	(29,477)											(29,477)
Elevated Water Tank					\$ (2,646,000)							(2,646,000)
Circulation Dest	\$ (26,221)											(26,221)
Irrigation Contractor - Golf Course	\$ (339,000)											(339,000)
Emergency Purchase FD Engine 4 Repair	\$ (27,000)											(27,000)
												0
EST. UNRE. FUND BALANCE (CASH) AT06/30/2021	\$ 6,282,244	\$ 340,821	\$(11,341)	\$ (143,673)	\$ (4,158,373)	\$ 972,001	\$ 51,515	\$ 2,205	\$ 2,913	\$ 906,575	\$ 757,653	\$ 5,002,542
Projected Unrestricted Fund Balance (Cash)	\$ 6,282,244	\$ 340,821		\$ (143,673)	\$ (4,158,373)	\$ 972,001	\$ 51,515	\$ 2,205	\$ 2,913	\$ 906,575	\$ 757,653	\$ 5,013,883
Unused CARES Money included in unrestricted cash	\$ 1,807,864											\$1,807,864



Staff Report

CITY COUNCIL MEETING DATE: July 26, 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: 7/23/2021
SUBJECT: Requests for Local Contribution for Affordable Housing

BACKGROUND:

The City of Crestview has adopted a multi-faceted approach to improve property conditions and living conditions within the City. One way that the City has already began this process is by utilizing our Code Enforcement Division and Building and Permitting Division to help bring both unsafe structures and poorly maintained properties into compliance with applicable City codes and the Florida Building Code.

Another element of this approach is regarding the necessity for additional good-quality, safe, and affordable housing. One way that the City can improve the minimum living conditions throughout the City is to partner with private companies and developers to assist in bringing affordable housing to sites within the City limits.

DISCUSSION:

In pursuing affordable housing projects, staff has determined that there are various sources of funding available, including CDBG, SHIP, HOME, and other incentive programs, that can be used in tandem with private partnerships with developers and builders to produce affordable housing projects that further the aforementioned goals.

Affordable Housing projects such as the two projects provided here are able to apply for tax credits through the Florida Housing Finance Corporation that are instrumental to the feasibility of the project.

Eligibility for the tax credit award is determined based on a point system calculated by the Florida Housing Finance Corporation. One element this point system, and the probability of the project getting funded, is the developer being able to secure a Local Government Area of Opportunity investment.

In this case, an investment of \$340,000 from the City of Crestview will help to meet the requirements of the Florida Housing Finance Corporation program. The City is only able to make **one** Local Government Area of Opportunity investment per cycle. Staff requests that the City Council review each of the attached presentations for two different projects according to the following criteria:

1. Location of the Project
2. What are the benefits to the project location.
3. What would be the return on investment for the City.
4. Construction schedules.
5. Time line of when units will be on the market.

6. Who will the project serve.

7. Company information - background, locations, past projects, and past completion times.

Please see the attached presentations from TVC Development and the Housing Trust Group.

Each firm will be given 10 minutes for a presentation followed up by questions by the City Council.

Upon completion of the presentations Council will discuss the merits of the presenters, take comments from the audience and make a decision to support one or neither of the requests.

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

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

This investment will benefit and improve the financial health of the City over the long term. As per a report from the National Association of Home Builders, the estimated one-year local impacts of building 100 apartments in a development like this include: \$7.9 million in local income, \$827,000 in taxes and other revenue for local governments, and 122 local jobs.

To allow the for the greatest potential of success, the City would demonstrate its engagement in whichever project that is chosen by providing a loan to the company to go toward the construction of the project in the amount of \$340,000. If approved, the terms of the loan will be negotiated by the City Manager, City Attorney and Finance Director.

RECOMMENDED ACTION

Staff respectfully requests that the City Council approves a motion to decide by vote which project is most suitable for investment, as per the above criteria and that Council approves a motion allowing the City Manager and the City Attorney to finalize the details of the agreement and execute the Florida Housing Finance Corporation Formshowing a future commitment to lend \$340,000 as a Local Government Area of Opportunity investment to the chosen applicant contingent upon the award of 9% or 4% tax credits from Florida Housing Finance Corporation.

Attachments

1. Princeton Grove - City of Crestview - Local Government Contribution Form - 7.6.2021 - PDF
2. Location Exhibit Princeton Grove
3. VESTCOR-Madison Palms Presentation

4. Location Exhibit Vestcor Madison Palms
5. Crestview Presentation - Madison Palms V2
6. Madison Palms - Application Eligibility Items
7. Housing Trust Group - Princeton Grove - City of Crestview - Local Government Contribution Presentation - 7.15.2021
8. local-government-verification-of-contribution-loan-form(Madison Palms)

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: Princeton Grove

Development Location: Aplin Road, Aplin Road and Patriot Lane, Crestview
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Crestview, commits \$ 340,000.00 (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ _____.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

_____ Signature	Tim Bolduc _____ Print or Type Name City Manager _____ Print or Type Title
--------------------	---

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

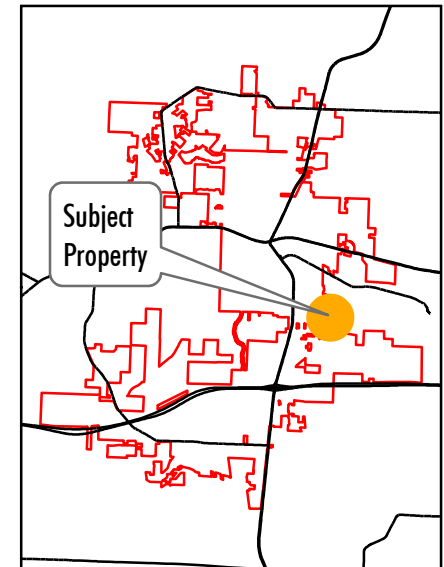
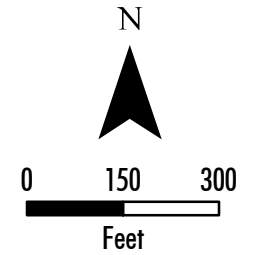
This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.



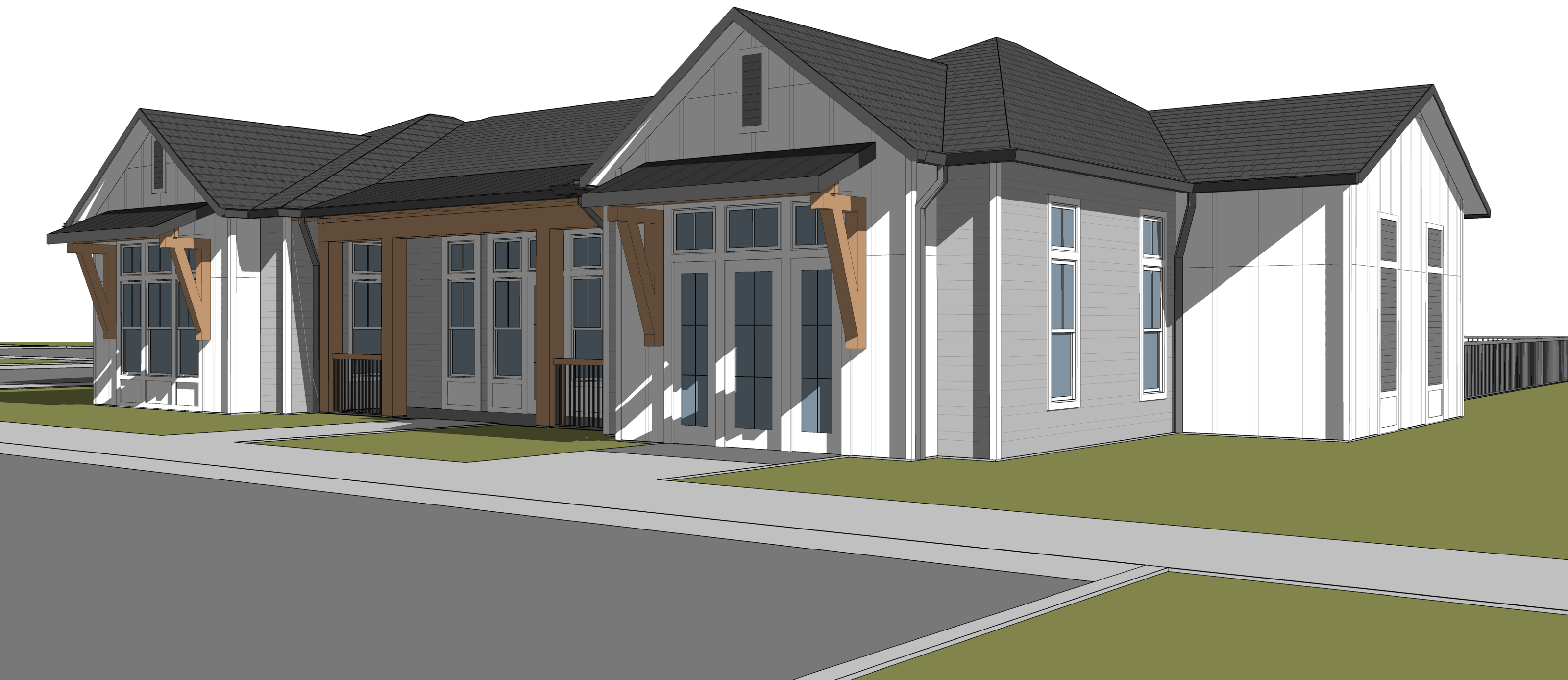
Subject Property



Vicinity Map

PREPARED BY CITY OF CRESTVIEW
 COMMUNITY DEVELOPMENT SERVICES
 PARCEL INFORMATION PROVIDED BY
 OKALOOSA COUNTY GIS DEPARTMENT
 NAD 1983 STATE PLANE, NORTH ZONE
 U.S. SURVEY FEET

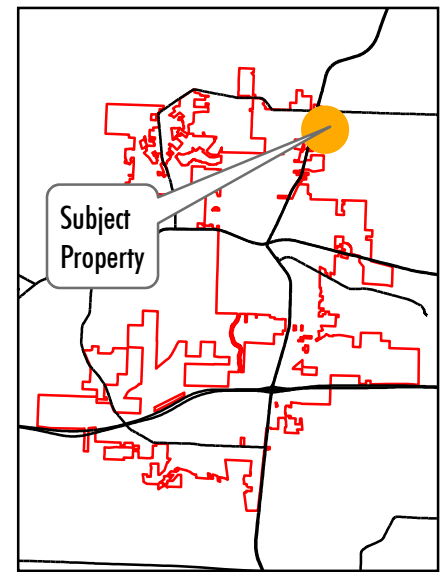
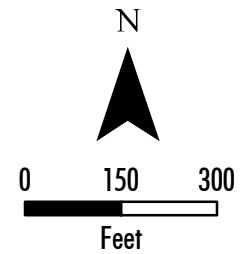








Subject Property



Vicinity Map

PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



CITY OF CRESTVIEW
CITY COUNCIL
MEETING

JULY 26, 2021

VESTCOR OVERVIEW

- FOUNDED IN 1983
- DEVELOPED / ACQUIRED APPROXIMATELY 15,000 MULTIFAMILY UNITS
 - 47 LIHTC COMMUNITIES (APPROX. 8,750 UNITS)
 - MARKET RATE COMMUNITIES CONSIST OF LUXURY APARTMENTS, LUXURY SENIOR ALF/INDEPENDENT/MEMORY CARE, STUDENT HOUSING
- VESTCOR HAS RECEIVED 30 COMPETITIVE AWARDS THROUGH FLORIDA HOUSING FINANCE CORPORATION SINCE 2013
- CURRENTLY DEVELOPING 5 AFFORDABLE HOUSING DEVELOPMENTS CONSISTING OF 659 UNITS UNDER CONSTRUCTION IN JACKSONVILLE, BRANDON AND KEY WEST

EXISTING COMMUNITIES (PANHANDLE)

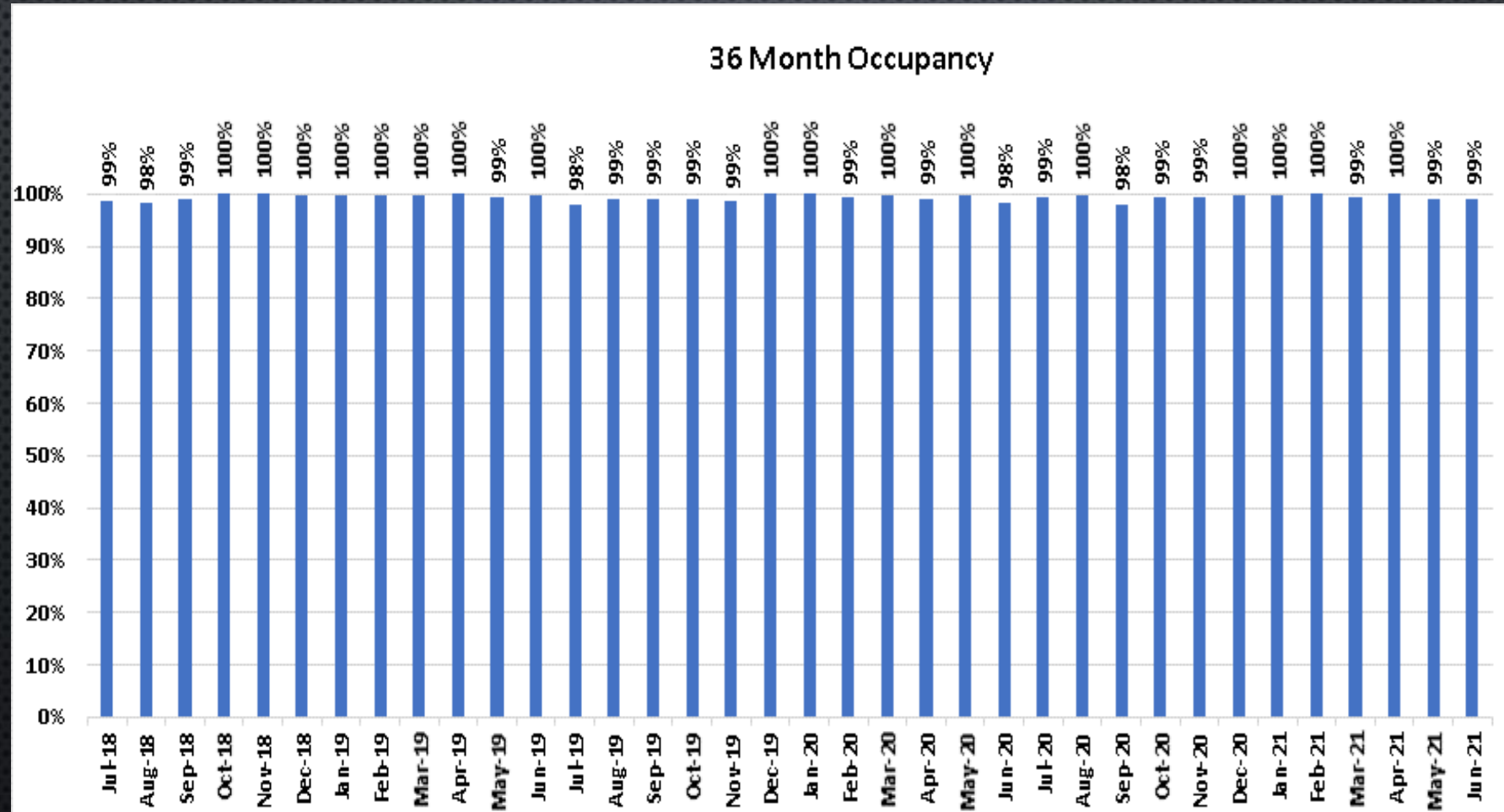
- KATIE MANOR
 - 639 BROOKMEADE DR., CRESTVIEW, FL 32539 (OKALOOSA COUNTY)
- CARTER CROSSING
 - 6208 BERRYHILL RD., MILTON, FL 32570 (SANTA ROSA COUNTY)
- LUCAS CREEK
 - 7815 LILAC LN., PENSACOLA, FL 32514 (ESCAMBIA COUNTY)

KATIE MANOR – CRESTVIEW, FL

- 102-UNIT SENIOR LIHTC APARTMENTS
- 3-STORY WITH ELEVATORS
- COMPLETED IN 2016



KATIE MANOR – CRESTVIEW, FL



KATIE MANOR – CRESTVIEW, FL

- IN JUNE 2021, KATIE MANOR WAS RECENTLY RANKED THE #3 APARTMENT COMMUNITY IN THE ENTIRE COUNTRY BASED ON THEIR ePIQ RATING ON APARTMENTRATINGS.COM. 8 VESTCOR PROPERTIES RANKED IN THE TOP 250 NATIONWIDE WITH 3 IN TOP 25 AND 2 IN THE TOP 5. THESE SCORES ARE CALCULATED USING RESIDENT REVIEW RATING, MANAGEMENT ENGAGEMENT AND MANAGEMENT REPLY TIME TO RESPONSES.

TOP 250 COMMUNITIES						
NATIONWIDE						
Jun. 2021 Rank	Δ	May 2021 Rank	Community Name	Location	Management Company	ePIQ Grade ePIQ Value
1	↑	3	VistaView Apartments	Frederick, MD	ROSS Management Services	A+ 98.73
2	↑	6	Abigail Court	Port Richey, FL	WRH Realty Services	A+ 98.69
3	↑	4	Katie Manor Apartments	Crestview, FL	WRH Realty Services	A+ 98.61
4	↑	10	The Elms at Arcola	Dulles, VA	Legend Management Group	A+ 98.51
5	↓	2	Eagles Crest at Jack Miller	Clarksville, TN	Freeman Webb Company	A+ 98.32
6	↓	5	5400 South Apartments	Tulsa, OK	Leinbach Company	A+ 98.28
7	↑	17	The Elms at Signal Hill Station	Manassas, VA	Legend Management Group	A+ 98.28
8	↑	13	Elms at Kingstowne	Alexandria, VA	Legend Management Group	A+ 98.16
9	●	9	Prentiss Pointe Apartments	Harrison Township, MI	Paragon Properties Company	A+ 98.10
10	↓	8	Vickers Roswell	Roswell, GA	Pegasus Residential	A+ 98.09

CARTER CROSSING – MILTON, FL

- 93-UNIT SENIOR AFFORDABLE APARTMENTS
- 3-STORY WITH ELEVATORS
- COMPLETED IN 2018



LUCAS CREEK – PENSACOLA, FL

- 93-UNIT SENIOR AFFORDABLE APARTMENTS
- 3-STORY WITH ELEVATORS
- COMPLETED 2020



SYDNEY TRACE— JACKSONVILLE, FL

- 192 – UNIT LIHTC APARTMENTS
- 3-STORY
- GARDEN STYLE
- COMPLETED IN 2021



MADISON PALMS – LOCATION

- LOCATION: EASTSIDE OF FARMER ST., SE OF THE INTERSECTION OF FARMER ST. AND AIRPORT ROAD, CRESTVIEW.
- BENEFIT OF LOCATION: CLOSE PROXIMITY TO RETAIL, PUBLIC FACILITIES AND EDUCATION WITH DIRECT ACCESS TO DOWNTOWN CRESTVIEW VIA HWY 85. (7 MINUTE DRIVE/3 MILES)



MADISON PALMS

- CURRENT FUTURE LAND USE: COMMERCIAL (C)
- CURRENT ZONING: C-1
- ACREAGE: 7.15 ACRES
- MAX DENSITY: 25 UNITS/ACRE
- PROPOSED DENSITY: 15 UNITS/ACRE
- MAXIMUM HEIGHT: 50 FEET
- PROPOSED HEIGHT: 3 STORIES



MADISON PALMS - SITE PLAN

PROJECT SUMMARY

PORTION OF PARCEL 04-3N-23-000-0025-0000
7.15 ACRES (311,445 SF)
FOUR 3 STORY BUILDINGS WITH STAND ALONE CLUBHOUSE
BUILDING HEIGHT - 45' +/-

108 TOTAL UNITS

36 ONE BED / ONE BATH - 33%
54 TWO BED / TWO BATH - 50%
18 THREE BED / TWO BATH - 17%

PARKING

216 SPACES REQUIRED (2 PER UNIT)
220 TOTAL SPACES PROVIDED
(6 HANDICAP SPACES PROVIDED)

ZONING

COMMERCIAL LOW-INTENSITY DISTRICT (C-1)
ALLOWED USES - APARTMENTS
MAX DENSITY - 25 UNITS PER ACRE (15.1 PROVIDED)
SETBACKS

FRONT - 20'
REAR - 10'
SIDE - 10'

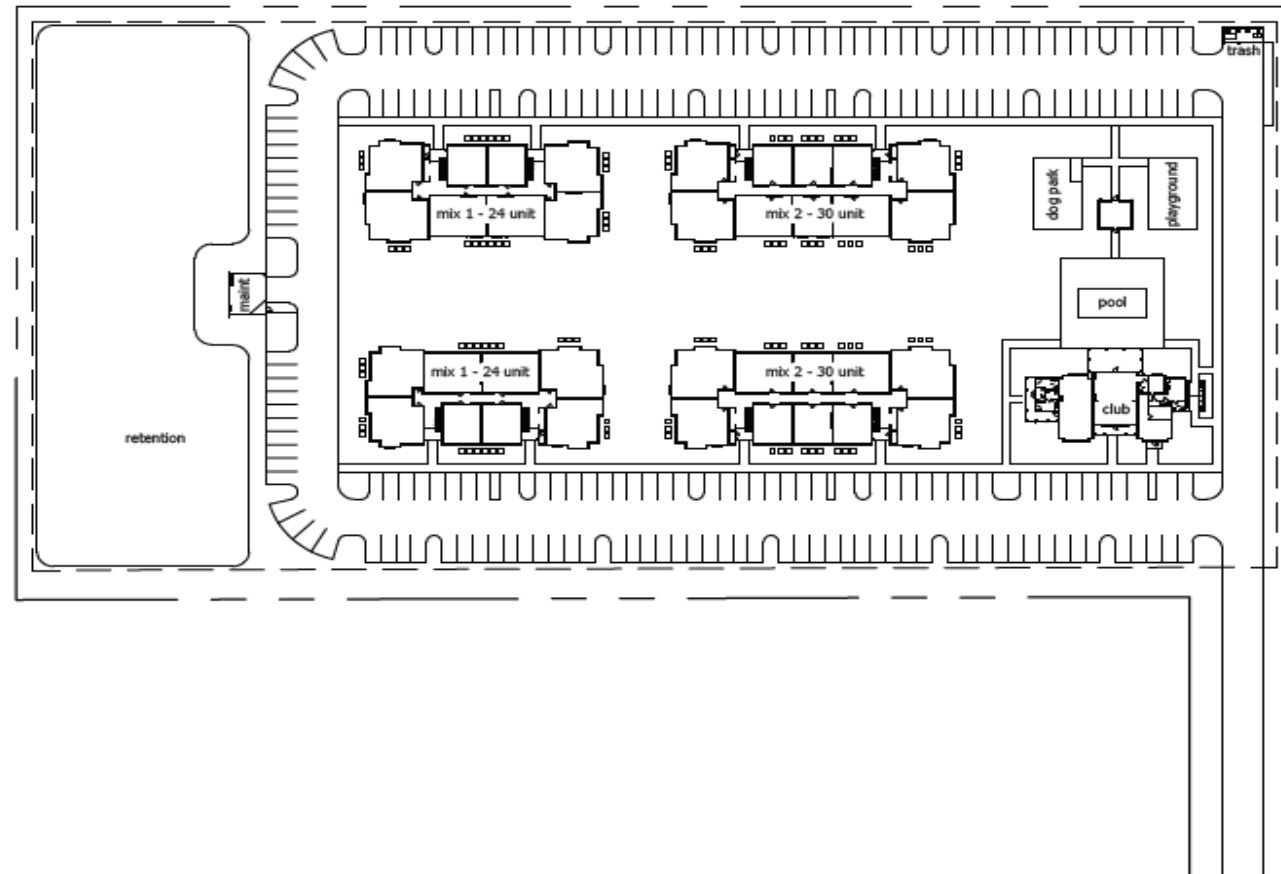
MAX IMPERVIOUS AREA - 80% (46% PROVIDED)

RETENTION

43,318 SF PROVIDED (13.9%)
CIVIL ENGINEER TO VERIFY

TEST FIT DISCLAIMER

THIS DOCUMENT IS CONCEPTUAL IN NATURE AND IS PROVIDED TO PRESENT GENERAL DESIGN INTENT ONLY. THE DESIGN IS SUBJECT TO CHANGE PENDING INPUT FROM THE PROJECT'S ENGINEERS AND ADDITIONAL JURISDICTIONAL REQUIREMENTS UNKNOWN AT THE TIME OF PRODUCING THIS DOCUMENT.



MADISON PALMS - RENDERING



MADISON PALMS - COMMUNITY FEATURES

- 108 RESIDENTIAL UNITS
 - 36 – 1BR/1 BA
 - 54 – 2 BR/2 BA
 - 18 – 3 BR/3 BA
- LEASING OFFICE, CLUBHOUSE, POOL, FITNESS CENTER, DOG PARK, PLAYGROUND AND OUTDOOR GRILLS
- RESIDENT PROGRAMS TO INCLUDE FINANCIAL LITERACY, EMPLOYMENT ASSISTANCE, AND HOMEOWNERSHIP PROGRAM
- PROFESSIONALLY MANAGED BY WRH REALTY SERVICES, INC.

MADISON PALMS - INCOME / RENT LIMITS

Okaloosa County
(Crestview-Fort Walton
Beach-Destin MSA)
Median: 78,600

BR/BA	30% AMI	60% AMI	Total
1/1	4	32	36
2/2	5	49	54
3/2	2	16	18
Total	11	97	108

Percentage Category	Income Limit by Number of Persons in Household				Rent by Bedrooms		
	1	2	3	4	1	2	3
30%	\$16,530	\$18,870	\$21,240	\$23,580	\$442	\$531	\$613
60%	\$33,060	\$37,740	\$42,480	\$47,160	\$885	\$1,062	\$1,226

MADISON PALMS – DEVELOPMENT TIMELINE

City of Crestview City Council	July 26, 2021
FHFC Application Due (RFA 2021-201)	August 26, 2021
FHFC Review Committee	November 17, 2021
FHFC Board Approval	December 10, 2021
Construction/Building Permit Approval	September, 2022
Closing	September, 2022
Construction Commencement	September, 2022
Preleasing	March 2023
Construction Completion (10 Months)	July, 2023 (568 days)
100% Occupancy	October 2023

Similar Community in Middleburg FL delivered in 495 days from Award to CO

FLORIDA HOUSING FINANCE CORPORATION LOCAL GOVERNMENT AREA OF OPPORTUNITY (LGAO)

- ESTABLISHED IN LARGE COUNTIES IN 2015 AND IN MEDIUM COUNTIES IN 2018
- ALLOWS LOCAL GOVERNMENTS THE OPPORTUNITY TO CHOOSE A PRIORITY DEVELOPMENT
- VESTCOR HAS RECEIVED THE FOLLOWING AWARDS FROM LOCAL GOVERNMENTS.
 - DUVAL COUNTY: 2015, 2016, 2017, 2018, AND 2019
 - HILLSBOROUGH COUNTY: 2018, 2019, AND 2020
 - CLAY COUNTY: 2018, 2019, AND 2020
 - ESCAMBIA COUNTY: 2019, 2020, AND 2021

REQUEST

- LOCAL GOVERNMENT CONTRIBUTION REQUEST AMOUNT: \$340,000 (MINIMUM TO QUALIFY FOR LGAO)
- INTEREST RATE 2%
- AMORTIZATION 15 YEARS FULLY AMORTIZING
- REQUEST PER UNIT (108) - \$3,148
- MADISON PALMS WILL NOT BE ELIGIBLE FOR TAX CREDIT FINANCING WITHOUT THE LGC.
- VESTCOR WILL OFFER BIDDING OPPORTUNITIES TO LOCAL SUB-CONTRACTORS IN CRESTVIEW

MADISON PALMS – CRESTVIEW RETURN ON INVESTMENT (ROI)

Return on Investment		
City Investment	\$340,000.00	
Loan Repayment*	\$265,601.02	
RE Tax Income**	\$1,044,178.24	
*PV of annual payments using discount rate of 5.5%		
**PV of annual real estate tax revenue with 3% annual escalation and a 5.5% discount rate		
Cash Inflow (PV)	\$1,309,779.26	
Cash Outflow	\$340,000.00	
Return	385%	

SECTION FIVE SCORING AND EVALUATION PROCESS

A. Scoring the RFA

1. Determining Eligibility

Only Applications that meet all of the following Eligibility Items will be eligible for funding and considered for funding selection.

Eligibility Items
Submission Requirements met*
Applicant Certification and Acknowledgement form provided
Demographic Commitment selected
Name of Applicant provided
Evidence Applicant is a legally formed entity provided
Name of Each Developer provided
Evidence that each Developer entity is a legally formed entity provided
Developer Experience Requirement met
Principals for Applicant and Developer(s) Disclosure Form provided and meets requirements
Contact information for Management Company provided
Prior General Management Company Experience requirement met
Authorized Principal Representative provided and meets requirements
Name of Proposed Development provided
Development Category selected
Development Category Qualifying Conditions met
Development Type provided, and breakdown of number of units associated with each Development Type, if applicable
County identified
Address of Development Site provided
Question whether a Scattered Sites Development answered
Development Location Point provided
Latitude and Longitude Coordinates for any Scattered Sites provided, if applicable
Minimum Total Proximity Score met
Mandatory Distance Requirement met
RECAP Conditions met (if applicable)
Total Number of Units provided and within limits
Number of new construction units and rehabilitation units provided
Occupancy status of any existing units provided, if Rehabilitation
Minimum Set-Aside election provided
Total Set-Aside Breakdown Chart properly completed
Unit Mix provided and meets requirements
Number of residential buildings provided
Evidence of Site Control provided
Appropriate Zoning demonstrated

Availability of Water demonstrated
Availability of Sewer demonstrated
Green Building Certification or Minimum Additional Green Building Features selected, as applicable
Minimum Resident Programs selected
Applicant's Housing Credit Request Amount provided
Development Cost Pro Forma provided (listing expenses or uses) and Construction/Rehab analysis and Permanent analysis (listing sources) – Sources must equal or exceed uses
Financial Arrearage Requirement and Insurance Deficiency Requirement met**
Verification of no prior acceptance to an invitation to enter credit underwriting for the same Development in a previous RFA ***
Verification of no recent de-obligations ****
Total Development Cost Per Unit Limitation met*****

* Submission Requirement

To be eligible for funding, the following submission requirements must be met: (i) the Application must be submitted online by the Application Deadline, and (ii) the required Application fee must be submitted as of the Application Deadline.

** Financial Arrearage Requirement and Insurance Deficiency Requirement

An Application will be deemed ineligible for funding if, as of close of business **two days*** before the Committee meets to make a recommendation to the Board, either of the following occur: (1) there remains any financial obligations for which an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of the Applicant or Developer is in arrears to the Corporation or any agent or assignee of the Corporation as reflected on the most recently published Past Due Report; or (2) an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of the Applicant or Developer has an insurance deficiency for any Development awarded Corporation resources, which are in first lien position, issued during or after September 2016 that is governed by the Insurance Guide posted to the Corporation's Website under the link <https://www.floridahousing.org/data-docs-reports/insurance-guide> (also accessible by clicking [here](#)).

The Past Due Report contains the financial arrearages to the Corporation as well as the Insurance Deficiency Report. The most recently published Past Due Report is posted to the Corporation's Website under the link <https://www.floridahousing.org/data-docs-reports/past-due-reports> (also accessible by clicking [here](#)), but not more recently than seven business days prior to the date the Committee meets to make a recommendation to the Board.



City of Crestview Princeton Grove



Submitted To:

Barry Henderson
Community Development Services
City of Crestview
198 Wilson Street North,
P O Box 1209
Crestview, FL 32536



Submitted By:

Housing Trust Group, LLC
Ariel Fraynd
3225 Aviation Avenue, 6th Floor
Coconut Grove, Florida 33133



VISION

Redevelop a vacant underutilized property into a **vibrant**, **green**, **first class**, **mixed-income** multifamily community for the **Residents of Crestview**.

GOALS

- **Leverage** City resources to **maximize** long term **financial sustainability** ✓
- **Create** an environment where people can **call home** and **feel safe** ✓
- Opportunity of **upward mobility** and **economic success** ✓
- Consistent to City's **A New View Strategic Plan 2020** ✓



HOUSING TRUST GROUP

UNMATCHED EXPERIENCE AND CAPACITY

- Formed in **1997**, HTG has completed **38** multifamily developments totaling over **7,000** units.
- Our goal is to create a **vibrant, attractive, mixed-income community**, where people of all economic strata, races and cultures live, learn, work, and play.
- Our team of **122** highly skilled professionals combines vision, market knowledge and a keen ability to execute.
- We pride ourselves on being **dynamic, creative**, and **flexible** in order to effectively deliver the best results to our partners.





HOUSING TRUST GROUP CROSS-DISCIPLINARY SKILLS & EXPERIENCE

- HTG's veteran professionals have played critical roles in the development of:
 - Over **50,000** multifamily **rental** units
 - Over **30,000 LIHTC** units
 - **10,000 single-family homes** including the use of HUD HOME Program, CDBG and NSP Funds
 - Over **12,000** market rate units
 - More than **2,000,000 SF** of commercial/retail space
- These transactions have exceeded **\$5 billion** in commercial, land and residential developments across the Sunbelt





HOUSING TRUST GROUP

VERTICALLY INTEGRATED



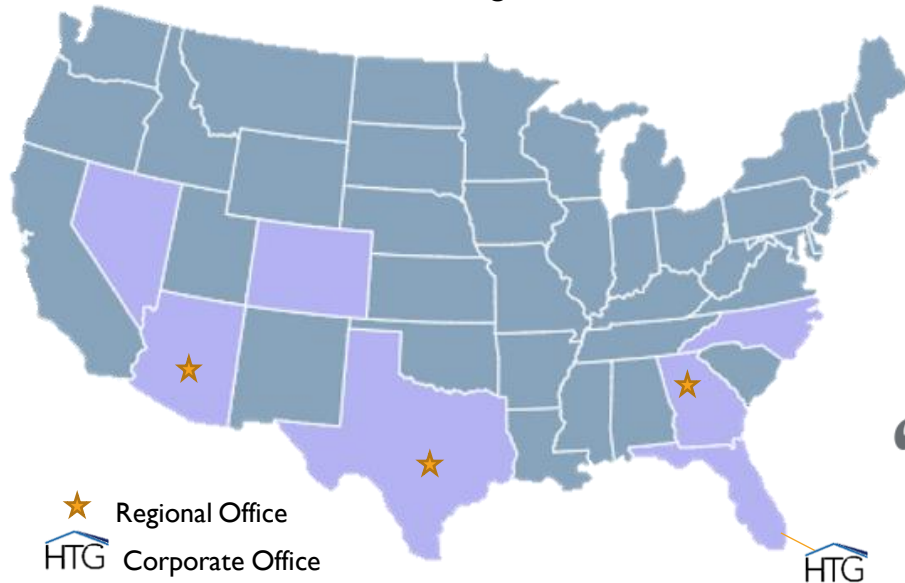
Acquisition/
Partnership



Development &
Construction
Oversight



Residential & Mixed-
Use Asset Management



47+

Communities owned & operated
across the southern half of the U.S.

123

Staff & principals with a 200+ years of
cumulative finance, development &
construction experience across
multiple real estate disciplines



“Our mission is to provide, without compromise,
the highest quality residential communities in a
professional and ethical manner.”





DEVELOPMENTS IN OKALOOSA COUNTY

SHORELINE VILLAS



Development Name: Shoreline Villas

Funding: 9% Tax Credits (FHFC)

Address: 302 Dates Avenue NW,
Fort Walton Beach, FL 32548

Resident Programs: Daily activities,
housekeeping, and laundry
assistance

Construction Start: May 2021

Construction Completion: May 2022

Units: 72

Demographic: Senior Community

Development Type: 3 stories, wood-frame

Unit Features: Granite countertops, energy
efficient appliances and fixtures

Amenities: Swimming Pool, putting green, pickle
ball court, firepit, dog park, & community garden



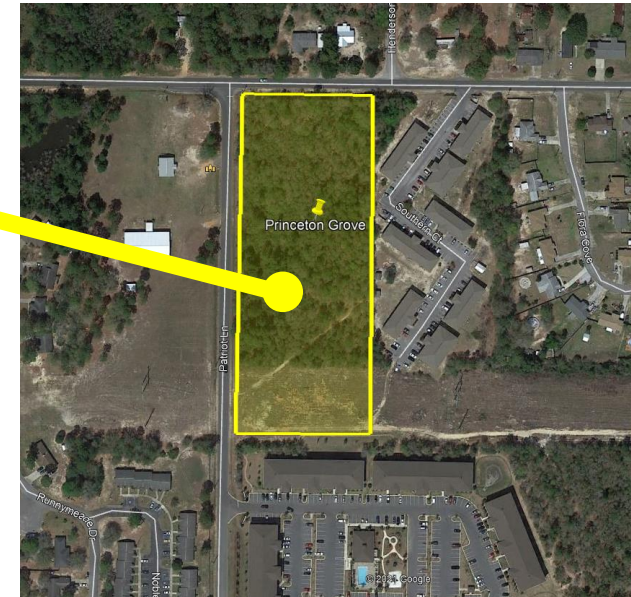
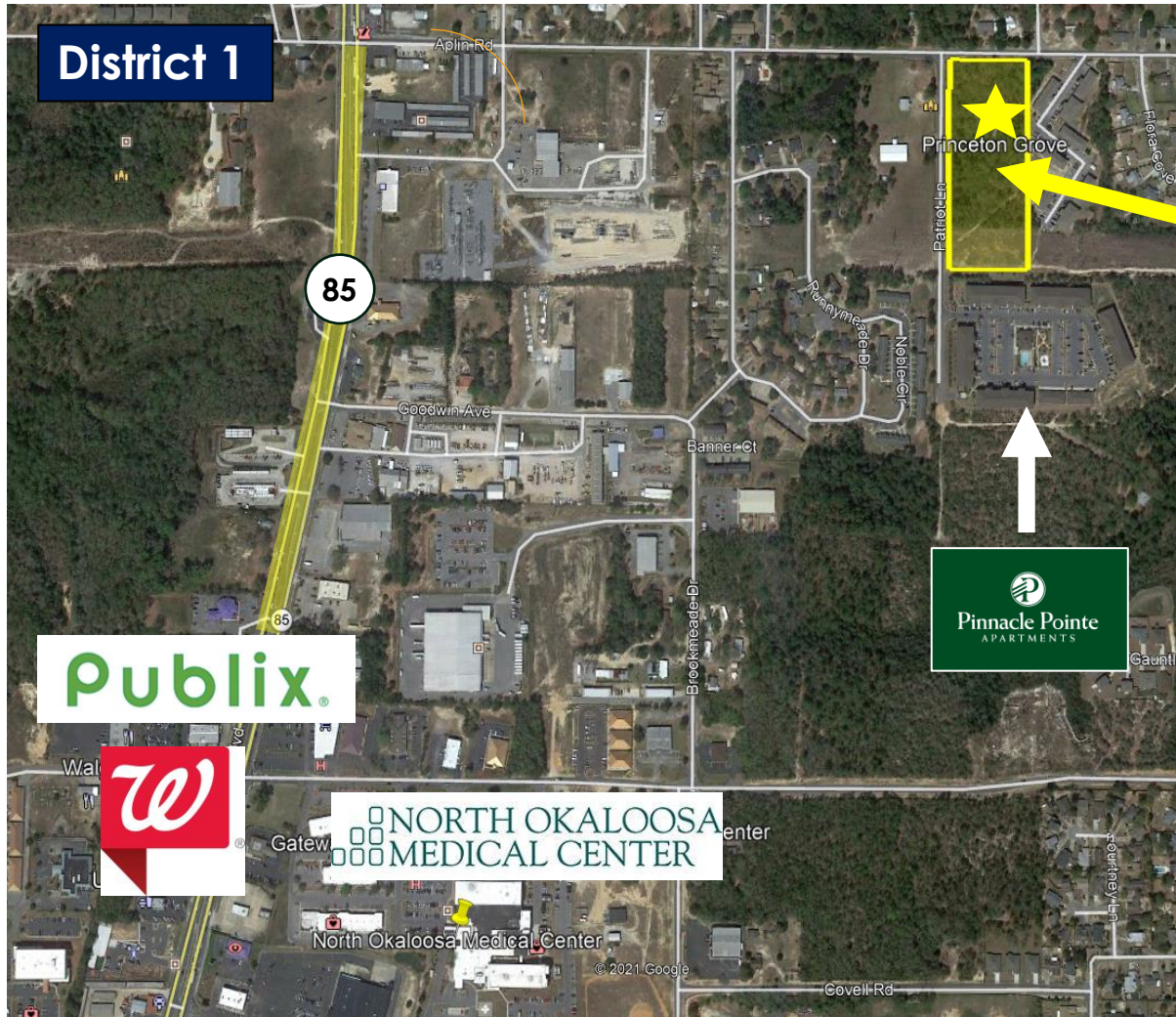
SITE PROPOSAL





PROPOSAL

SITE MAP – SE Corner of Aplin Road & Patriot Lane



SITE DETAILS

Location: Aplin Rd & Patriot Ln

District: 1

Acres: 5.37 acres

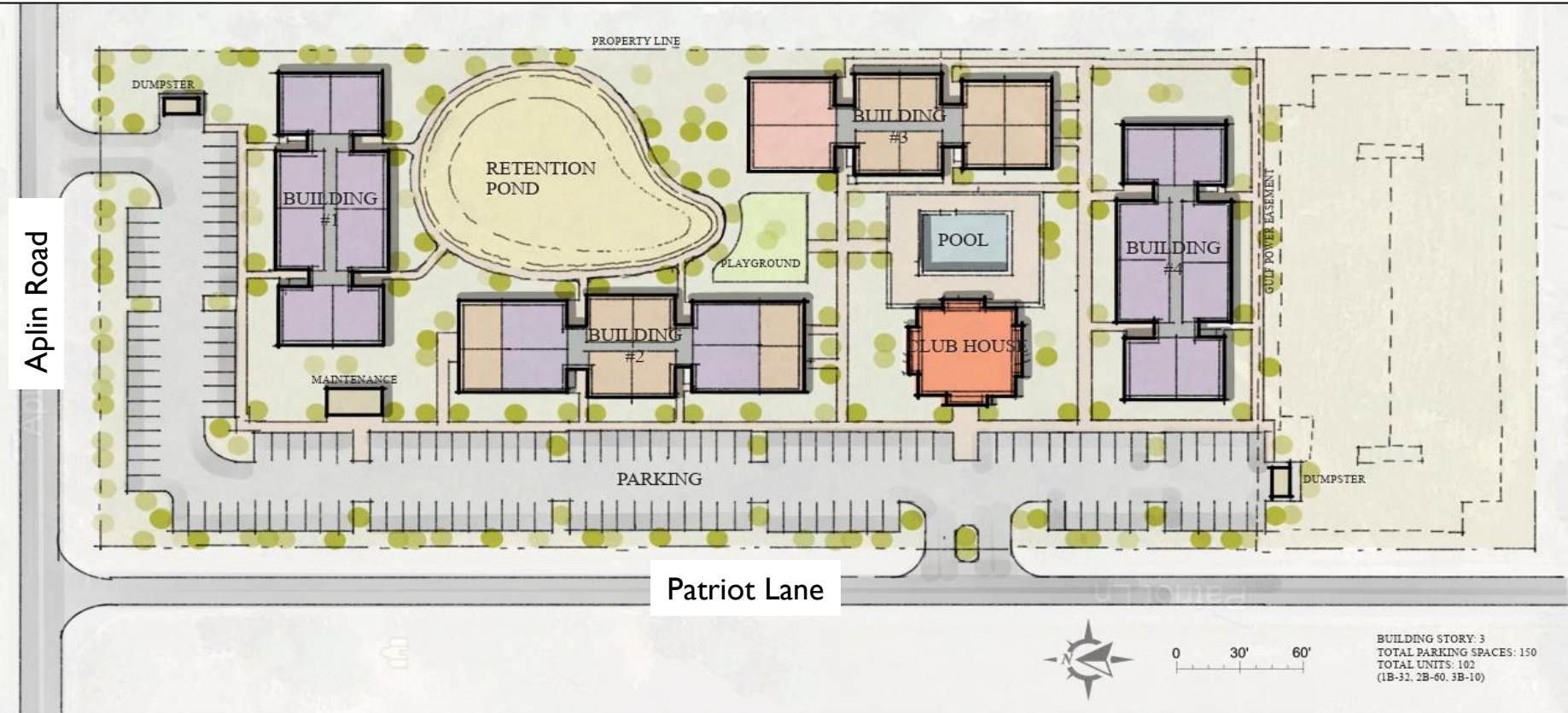
Zoning: Mixed-Use (20 units/acre)

Parcel ID#: 21-3N-23-0000-0017-0050

Site Control: Under Contract



PROPOSAL CONCEPTUAL SITE PLAN



Unit Mix

1 Bed / 1 Bath – 30
2 Bed / 2 Bath – 61
3 Bed / 2 Bath – 11
Total = 102

Amenities

Clubhouse
Luxury Pool
State-of-art fitness center
Cyber Café & Theatre Room
Playground

Parking

150 spaces
(1.47 per dwelling unit)

Height & Layout

4 buildings, **3** stories
& a stand-alone
clubhouse



HOUSING TRUST GROUP

UNIT MIX & INCOME LIMITS

Unit Mix Breakdown

1 Bed – 30

2 Bed – 61

3 Bed – 11

Total = 102

FHFC Request Amount:

- \$16MM from FHFC to finance a \$23 MM + development

UNIT MIX & SET ASIDES

Unit Type	Qty	SF	AMI%	Max Gross Rent
1 Bed / 1 Bath	27	690	60%	\$885
1 Bed / 1 Bath	3	690	30%	\$442
2 Bed / 2 Bath	54	872	60%	\$1,062
2 Bed / 2 Bath	7	872	30%	\$531
3 Bed / 2 Bath	10	1070	60%	\$1,226
3 Bed / 2 Bath	1	1070	30%	\$613
Totals	102	85,662		

Income Limits Examples

\$33,060 ≤ 1 person household (1 Bed - 60% AMI)

\$47,160 ≤ 4 persons household (3 Bed – 60% AMI)

Affordable

Green

Catalytic

GREEN

New Construction

NGBS Certified

High efficiency systems

Low flow fixtures

Energy efficient lighting & appliances

AMENITIES

CLUBHOUSE

FITNESS CENTER

CYBERCAFE

LUXURY SWIMMING POOL

COMMUNITY GARDEN

RESIDENT PROGRAMS

FINANCIAL MANAGEMENT PROGRAM

EMPLOYMENT ASSISTANCE

ADULT LITERACY

DESIGN INSPIRATION





Design Inspiration



Interior Inspiration





LOCAL GOVERNMENT CONTRIBUTION FHFC REQUEST AMOUNT

9% Housing Credit

Application Due Date: August 26, 2021

Contribution: Loan or Grants

Amount: \$340,000

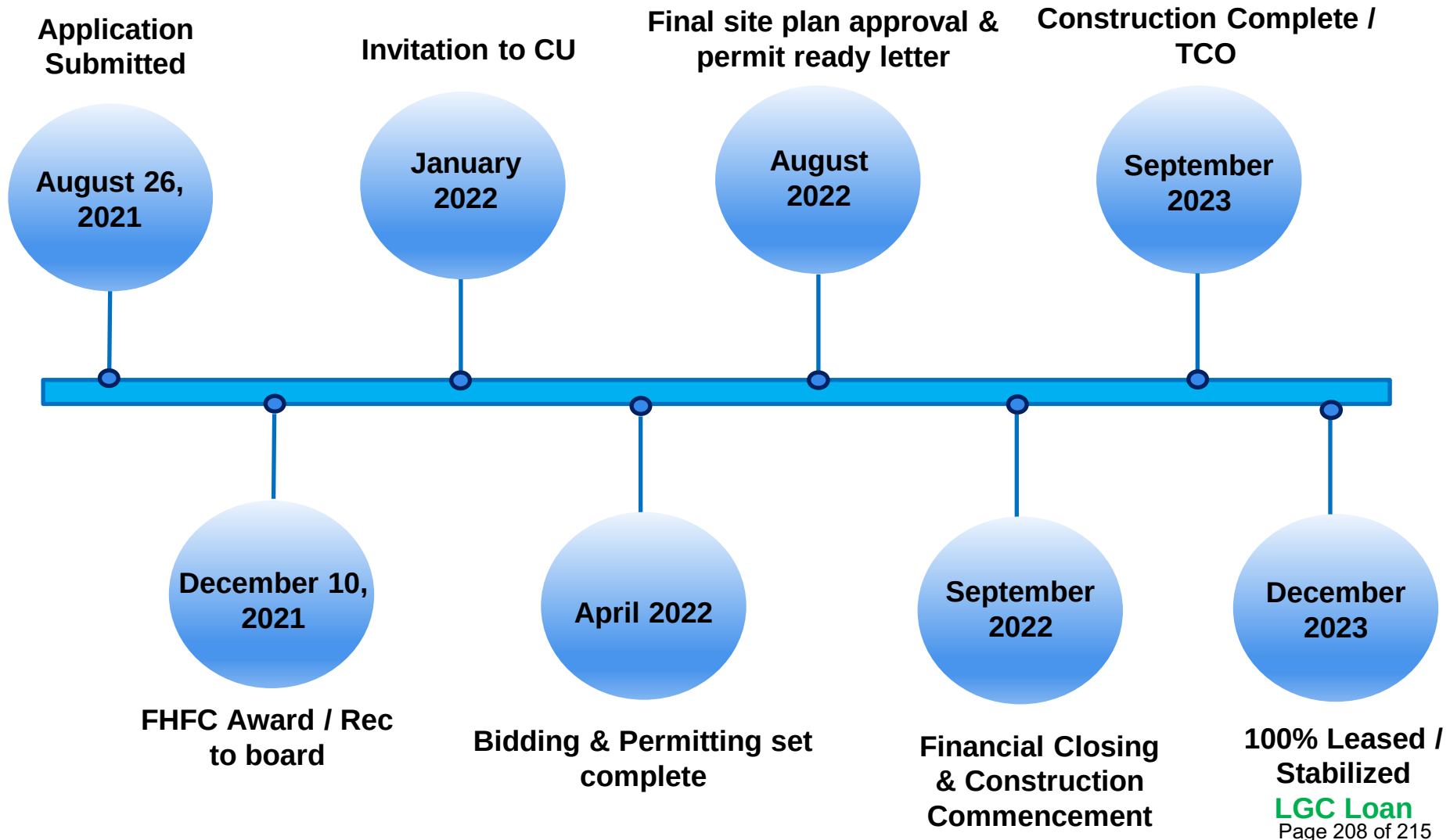
Funding Date: Within **90 days of** development completion

Example Terms: The loan will be repaid on based on competitive terms which are subject to negotiation

Type of Funding: General Funds, SHIP, HOME, or CRA



Development Time





LOCAL GOVERNMENT CONTRIBUTION FHFC FORM

FLORIDA HOUSING FINANCE CORPORATION LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM

Name of Development: _____

Development Location: _____
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of _____, commits \$ _____ (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ _____.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Print or Type Name

Print or Type Title

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev: 07-2019)



- Only Requirement as of the Application Deadline is **FHFC Form**
- **Funding Date:** Within **90 days** of development completion (Approx. Q4 of 2023)
- **Type of Funding:** General Funds, SHIP, HOME, or CRA or
 - CRA Funds may be passed through the City or County, not the CRA itself



Return on Investment

\$20,000,000

ECONOMIC BENEFIT

REINVESTMENT OF
\$340,000

FEDERAL FUNDS
\$15-17 MM

PROPERTY TAXES
Approx. \$110,000

The City Of
CRESTVIEW
FLORIDA

WATER & SEWER
IMPACT FEES
**Approx.
\$500,000**

PROPERTY TAXES,
LOCAL BUSINESS
TAX &
LICENSING

Approx. \$150,000
PERMITS, PLAN
REVIEWS, UTILITY
CONNECTION

EMPLOYMENT



- 122 local jobs (NAHB) – One year Impact
- 38 jobs – Recurring Impact
- Approx. 100 construction jobs

HOUSING

- 102 Affordable Units
- Sense of Community
- Amenity & Recreation
- Desirable Growth With a Hometown Atmosphere



PRINCETON GROVE

A Catalyst for Urban Renewal

THANK YOU!

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: Madison Palms

Development Location: Farmer Street, 1,000 feet south of the intersection of Airport Road and Farmer Street, Crestview
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Crestview, commits \$ 340,000.00 (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$_____.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

_____ Signature	_____ Tim Bolduc _____ Print or Type Name _____ City Manager _____ Print or Type Title
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NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.



Staff Report

CITY COUNCIL MEETING DATE: July 26, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 7/23/2021
SUBJECT: City Manager Updates

BACKGROUND:

The City Manager will update the City Council on various ongoing projects.

DISCUSSION:

The Manager will provide updates on the following projects

1. Fire Training Tower Project
1. Budget/ timing
 2. Bush House Project
1. Status / museum plans/ Cultural Division
 3. Mainstreet Street Scape
1. Status of design
 4. Foxwood Golf Course
1. Status/ schedule
 5. Foxwood Country Club
1. Water/ sewer status update
 2. Property donation
 6. Sewer Capacity
1. Project status
 7. Crestview Commons
1. County participation in Hospital Dr.
 2. Redstone Commons Connection
 8. Affordable Housing Strategy Update
1. Bowers/ Field
 2. Habitat Projects

- 3. Fresh Start
- 9. Facility Study

- 1. Update/ Timeline
 - 2. Staffing, special efficiency & security
 - 3. Council Chambers Remodel
 - 10. Budget

- 1. Progress/ Schedule
 - 11. Demolition projects

- 1. Mainstreet/industrial
 - 12. CDBG-CV Grants Update

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

This item is for update purpose only

RECOMMENDED ACTION

This item is to serve as an update only.

Attachments

None