



December 13, 2021
6:00 PM
Council Chambers

REGULAR COUNCIL MEETING

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

1. Call to Order

2. Invocation, Pledge of Allegiance

2.1. Pastor Jeff Childers, The Shepherd's Church

3. Open Policy Making and Legislative Session

4. Approve Agenda

5. Presentations and Reports

5.1. Leslie Guyer FACC NWFL District Director

5.2. Recognition of Purple Heart Recipient - MSG Ivan Morera Jr.

5.3. Christmas Parade Winners - Main Street Association

5.4. Mayor JB Whitten - Presentation of Appreciation to the City of Crestview for hosting the "Jingle Bell Jog" from the United States Army

6. Consent Agenda

6.1. Donation of SCBA equipment

6.2. Purchase of Public Service Yard Forklift

6.3. FY 2020-2021 CDBG Consolidated Annual Performance and Evaluation Report (CAPER)

- 6.4. Message Trailer, Public Services
- 6.5. Purchase Tractor for Blackwater Golf Club
- 6.6. Well #8 Emergency Repair
- 7. **Public Hearings / Ordinances on Second Reading**
 - 7.1. Ordinance 1848 - Ferdon Boulevard South Rezoning
- 8. **Ordinances on First Reading**
 - 8.1. Ordinance 1849 Property Rights Element of the Comprehensive Plan
- 9. **Resolutions**
 - 9.1. Issuance of Capital Improvement Revenue Bonds Series 2021
 - 9.2. Issuance of Water & Sewer Revenue Bonds Series 2021
 - 9.3. Florida Opioid Litigation
- 10. **Action Items**
 - 10.1. K9 Tyson Donation and Training
 - 10.2. Lot Purchase/Water & Sewer Credit Swap in Stillwell Estates Subdivision
 - 10.3. Mannino Settlement Agreement
 - 10.4. Selection of Citizen of the Year - 2022
- 11. **City Clerk Report**
 - 11.1. Police and Fire Retirement Board Vacancies
- 12. **City Manager Report**
 - 12.1. Financial Report - City Manager
 - 12.2. 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: December 13, 2021

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 11/30/2021
SUBJECT: Recognition of Purple Heart Recipient - MSG Ivan Morera Jr.

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. Purple Heart 11.10.21

2. Purple Heart-1



CITY OF CRESTVIEW

198 Wilson Street N. | Crestview FL 32536-3436
Rachel Conort | Community Engagement | 850.974.5087

Nov. 16, 2021

Crestview honors local Purple Heart recipient

CRESTVIEW — “For Military Merit” hardly describes the significance of the Purple Heart Award and The City of Crestview could not be more honored than to have one of its very own citizens, Master Sergeant Ivan Morera Jr., 7th Special Forces Medic, be pinned with the Purple Heart on Wednesday, Nov. 10 at the 7th SFG (A) Liberty Chapel, Eglin AFB, FL.

MSG Ivan Morera Jr.’s story is a special one, one that is common internally but that the public does not often hear. MSG Morera Jr. was deployed to Afghanistan in 2013, where he was one of the convoy drivers sent out to conduct a combat operation. This mission did not go as planned and enroute they were attacked by a Taliban insurgent. MSG Morera Jr. was forced off the road resulting in his vehicle rolling four times. This was phase one of the ambush and phase two consisted of a detonation with many of the team being hit with shrapnel. As the driver of the rollover vehicle, MSG Morera Jr. lost his left dominant hand. For many, they would let this be the end of their story, but for MSG Morera Jr., this was only the next chapter.

Eighteen months after injury he was back conducting his first Airborne operation and within the next 5 years was conducting Military Free Fall (MFF) operations. He is the only upper body amputee on MFF status and the only one-handed medic in the US Military. He is a competitor in the DOD Warrior Games and represents SOCOM (Special Operations Command.) This yearly event is the military version of the Paralympics and is represented by service members who have been wounded in combat, injured in training, or have fallen victim to cancer and other like situations. In the 2021 DOD Warrior Games, MSG Morera Jr. competed in indoor rowing where he placed 1st in the 1-minute row and 2nd in the 4-minute row. He also placed 2nd in shotput, 2nd in the bench press competition, and shot a 167 out of 300 in archery.

Councilman Andrew Rencich had the pleasure of serving alongside MSG Morera Jr. and summed up his time serving with him, “No matter how rainy the day may be, Ivan always persevered and no matter the situation he was always humble and ready to teach.”

MSG Morera Jr.’s military education and accolades are extensive and include a Bronze Star (1OLC,) and an Army Commendation Medal (3OLC) along with the addition of the Purple Heart he was recently pinned with. His dedication, drive, and love of family and community are continually shown through his actions and demeanor and someone that The City of Crestview is proud to stand behind and honor.

We invite you to join us at our council meeting on Monday, Dec. 13 at 6pm at City Hall as we honor his service locally.

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Pictured (left to right:) Councilman Andrew Rencich, MSG Ivan Morera Jr., Mayor JB Whitten, Military Affairs Committee (MAC) Chair Hannah Wilburn





Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 12/8/2021
SUBJECT: Mayor JB Whitten - Presentation of Appreciation to the City of Crestview for hosting the "Jingle Bell Jog" from the United States Army

BACKGROUND:

DISCUSSION:

GOALS & OBJECTIVES

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

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Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

RECOMMENDED ACTION

Staff respectfully requests

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Anthony Holland, Fire Chief
DATE: 12/7/2021
SUBJECT: Donation of SCBA equipment

BACKGROUND:

Each year the Fire Department budgets to purchase new Self-Contained Breathing Apparatus (SCBA or Air Packs) to replace older air packs and bottles. With the new ones going into service, we have a few that go to training and a few that can be donated.

DISCUSSION:

The Fire Department has five (5) air packs that we donated to Almarante Volunteer Fire Dept. The air packs we donated were in good working order and were able to assist their department in having more air packs for firefighting operations. The north end departments are continually working together to provide excellent service to the whole community.

GOALS & OBJECTIVES

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Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

No Impact

RECOMMENDED ACTION

Staff respectfully requests City Council approval of the donation.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Kyle Lusk
DATE: 12/8/2021
SUBJECT: Purchase of Public Service Yard Forklift

BACKGROUND:

The Public Service Yard accepts deliveries for various city departments. Often these materials must be offloaded with a forklift. The current yard forklift needs to be replaced. The new forklift was budgeted in this year's budget.

DISCUSSION:

The 2021-2022 Budget has \$38,200 in Fleet Maintenance for a new 6000 lb. capacity forklift. Three quotes were obtained for a 6000lb Capacity Pneumatic Tire Forklift. They were for \$48,000, \$47,909, and \$38,200. We recommend purchasing from Thompson Tractor as they had the lowest quote. This purchase is part of the Local Source Funding Piggyback. This is part of the larger contract with Sourcewell.

GOALS & OBJECTIVES

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

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FINANCIAL IMPACT

The cost of \$38,200 was already provided in this year's Fleet Maintenance budget. No additional funds will be requested. This purchase is part of the Sourcewell piggyback purchasing contract.

RECOMMENDED ACTION

Staff respectfully requests approval to piggyback off of the Sourcewell contract and purchase the forklift from Thompson Tractor.

Attachments

1. Forklift Quote
2. Contract and Budget Line
3. Mitsubishi Contract 091520 - SOURCEWELL CONTRACT
4. Comment and Review Forklifts 091520
5. RFP and Addendums-Forklifts 091520



City of Crestview

Quote Comparison Form

235/020

001-0610-519.64-00

Requisition No. 6582

Name Carlos Jones

Date: 11-16-2021

Dept: Public Services

Item/Service Requested: Mitsubishi
5,000 lb. Capacity Tier 4 Diesel Forklift

Quote 1

Company Thompson Tractor

Contact James Watkins

Vendor No. 325

Phone No. 251-621-6040

Quote 38,200.00

Sourcewell Contract

☐ mail ☐ telephone ☐ fax ☒ email ☐ other

Quote 2

Company United Rentals

Contact Steve Menchenton

Vendor No. _____

Phone No. 709-368-7368

Quote \$47,909.00

☐ mail ☐ telephone ☐ fax ☒ email ☐ other

Quote 3

Company Unzicker Equipment
Caterpillar

Contact _____

Vendor No. _____

Phone No. 1-833-273-5816

Quote \$48,000.00

☐ mail ☐ telephone ☐ fax ☐ email ☒ other

I hereby affirm that the above quotes have been sought and conform in every respect with the requirements of the City's Purchasing Manual.

Carl J.

Department Head

Reg # 6582

001-0510 Fleet Maintenance Continued...

\$1,976	\$2,982	\$7,000	519	4600	Repairs & Maintenance Shop equipment repairs - lifts, forklift, fuel dock, grinders, air tools, misc. equipment and accessories.	1	\$7,000	\$7,000	\$7,000	0%
\$968	\$2,045	\$2,100	519	4611	Repairs Auto Tires Oil changes Variable costs	4 6 1	\$100 \$30 \$1,520	\$400 \$180 \$1,520	\$2,100	0%
\$16,491	\$10,405	\$26,700	519	5200	Operating Supplies Hardware & accessories Blades, chains, small engine parts, etc. Shop tools and accessories Shop chemicals, cleaners, etc.	1 1 1 1	\$1,500 \$15,000 \$3,600 \$2,500	\$1,500 \$15,000 \$3,600 \$2,500	\$22,600	-15%
\$884	\$768	\$1,100	519	5201	Uniforms Daily uniforms Boots (one pair per year) Variable costs	12 3 1	\$55 \$99 \$143	\$660 \$297 \$143	\$1,100	0%
\$5,763	\$6,457	\$6,400	519	5202	Fuel Gas Oil	12 12	\$300 \$233	\$3,600 \$2,800	\$6,400	0%
\$800	\$0	\$0	519	5400	Dues & Subscriptions Fleet Maintenance Software	1	\$2,900	\$2,900	\$2,900	0%
\$37,945	\$32,770	\$59,541	Total Operating Expenses						\$58,250	-2%
Capital Expenses										
		\$0	519	6400	Equipment Forklift 6000 LBS Capacity	1	\$38,200	\$38,200	\$38,200	0%
			519	6401	Capital Leases 1/2 Ton Pickup Reg. 4x4	1	\$6,913	\$6,913	\$6,913	0%
\$0	\$0	\$0	Capital Expenses						\$45,113	0%
\$206,731	\$221,140	\$255,833	Total Expenses						\$311,842	22%
-\$206,731	-\$221,140	-\$255,833	Net Revenue / Expenses						-\$311,842	22%

Reg # 6582



Print Date: 11/15/2021
Quote No.: 4973141053-1
Customer No: 2022600
Valid Until: 5/9/2021
PO:
Salesman: James R Watkins
Phone: 251-621-6040

PURCHASER

CITY OF CRESTVIEW
PUBLIC WORKS DIVISION
715 N. FERDON BLVD
CRESTVIEW FL 32536

SHIP TO

CITY OF CRESTVIEW
PUBLIC WORKS DIVISION
715 N. FERDON BLVD
CRESTVIEW FL 32536

Thompson Lift Truck Company is pleased to submit the following solution for your material handling needs. Below you will find a summary with total cost. The following pages consist of a prepared equipment order including detailed specifications and any attachments.

MT FD25N5MT SN: AF18E00284 EQN117172
FD25N5D
5,000 lb. Capacity Tier 4 Final Compliant Diesel Pneumatic T

\$38,200.00

60" CLASS 2 FORKS
DELIVERY

Sourcewell Contract

Sales Subtotal	38,200.00
Tax Subtotal	0.00
Total	38,200.00

Thank you for the opportunity to assist you! We look forward to working with you and supporting your operation. If you have any questions regarding the proposal or specifications please do not hesitate to ask! Once all questions have been resolved please sign the equipment order and initial the terms page. We appreciate your valued order!

Prices, Taxes and Availability are subject to change

The Equipment purchased hereunder will be delivered to Purchaser at _____ as soon as available from Seller's stock or from the factory, subject to normal delivery scheduling, and the Sales Price includes normal delivery charge, unless the following sentence applies: ☐ (Mark box if applicable.)

Delivery will be f.o.b. Seller's address above unless Purchaser's address is shown in in the preceding sentence and a separate delivery charge is shown above. Delivery dates are approximate and subject to change. Seller will not be liable for any delays in delivery due to any cause whatsoever beyond Seller's direct control.

This Order consists of two pages. Purchaser agrees to purchase the equipment described above on the Terms and Conditions set forth above and on the back of this page or the accompanying page.

Signature: _____ Date: 11/15/21 TTCO: _____



#091520-MCF

Sawsewell

Member #
2845

Piggyback Checklist - Required Documentation (Local Source Funding)

In lieu of requesting competitive solicitations, the City may make purchases at or below the specified prices from contracts awarded by other City or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the City.

Definition: Piggyback Contracting is "a form of intergovernmental cooperative purchasing in which an entity will extend the pricing and terms of a contract entered into by a larger entity. Generally, a larger entity will competitively award a contract that will include language allowing for other entities to utilize the contract which may be to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own." -National Institute of Governmental Purchasing (NIGP).

In order to utilize a bid/contract as noted above, the following documents must be received:

- ____ Original bid document that was issued by the agency.
- ____ Copy of awarded firm's bid submittal.
- ____ Agency's Board approval document (agenda item, rational, etc).
- ____ Copy of the fully executed (signed) contract (if applicable).

1. The requesting department must first verify the proposed agency's Invitation to Bid/Request for Proposal/Invitation to Negotiate specifications and award information to ensure that they meet the requirements of the requesting department and City.
2. Please note the term "piggyback" only applies when the item(s) or service(s) to be purchased and the award term are the same as the original award.
3. When piggybacking off the State of Florida or the Florida Sheriff's Association only a copy of the fully executed (signed) contract is necessary.



Solicitation Number: 091520

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mitsubishi Caterpillar Forklift America Inc., 2121 W. Sam Houston Pkwy. N., Houston, TX 77043 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide through its authorized dealers equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 26, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide through its authorized dealers the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor's authorized dealer will pass on to the Participating Entity the manufacturer's warranty related to any Equipment or Products being provided under this Contract. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Except as provided herein, damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, and Vendor or its dealer is unable to repair or replace the damaged Equipment or Products, Vendor must permit the Equipment and Products to be returned within five (5) business days of Sourcewell's or its Participating Entity's determination of any damage at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within a reasonable time, but no more than five (5) business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor or its authorized dealer must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor's authorized dealer as soon as possible and the Vendor's authorized dealer will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor's authorized dealer with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor or its authorized dealer that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor's authorized dealer. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor or Vendor's authorized dealer performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract. Neither Vendor nor its authorized dealers is obligated to accept any purchase order issued with respect to this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor's authorized dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor's authorized dealer. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Neither Sourcewell, any Participating Entity, Vendor, nor Vendor's authorized dealer may propose terms that materially deviate from the terms of this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor's authorized dealer will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor's authorized dealer in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor or Vendor's authorized dealer commits any material breach of this Contract or the additional terms agreed to between the Vendor's authorized dealer and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Neither party, nor its representatives, shall be liable for consequential, indirect, incidental, special, exemplary, or punitive damages, including lost profits or revenues, arising out of or relating to any breach under this contract, whether or not the possibility of such damages has been disclosed in advance by the affected party or could have been reasonably foreseen by the non-affected party regardless of the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for Products-Completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds. A Participating Entity that intends to access United States federal funds to purchase any Equipment or Products provided by Vendor, through its authorized dealer, under this Contract must notify Vendor and its authorized dealer of this intention in connection with its issuance of a purchase order relating to this Contract.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage

determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 10/21/2020 | 1:45 PM CDT

Mitsubishi Caterpillar Forklift America Inc.

DocuSigned by:
By: John Sneddon
BC308A3239024EA...
John Sneddon
Title: Executive Vice President & Marketing
Date: 11/2/2020 | 8:46 AM PST

091520-MCF

Approved:

By:  7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/2/2020 | 10:50 AM CST

RFP 091520 - Fork Lifts and Lift Trucks with Related Services

Vendor Details

Company Name: Mitsubishi Caterpillar Forklift America Inc.

Does your company conduct business under any other name? If yes, please state: Cat Lift Trucks, Mitsubishi Forklift Trucks, Jungheinrich Lift Trucks, Mitsubishi Logisnext Americas

Address: 2121 W Sam Houston Pkwy N
Houston, Texas 77043

Contact: Mark Brown

Email: mark.brown@mcfa.com

Phone: 509-952-0506

HST#: 34-1710051

Submission Details

Created On: Tuesday August 04, 2020 16:10:16

Submitted On: Monday September 14, 2020 22:31:41

Submitted By: Mark Brown

Email: mark.brown@mcfa.com

Transaction #: a534c4be-b087-4745-b594-2f3cd44d5dda

Submitter's IP Address: 71.85.22.201

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Mitsubishi Caterpillar Forklift America Inc.	*
2	Proposer Address:	2121 W Sam Houston Pkwy N Houston TX, 77043	*
3	Proposer website address:	www.mcfa.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Sneddon, Executive Vice President, Sales & Marketing, john.sneddon@mcfa.com, 713-365-1965	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mark Brown, Senior Major Accounts Manager, mark.brown@mcfa.com, 509-952-0506	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Steve Rogers, PMP® - Senior Project Manager, National Accounts, steve.rogers@mcfa.com, 281-802-0655	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	MCFA was formed in 1992 as a privately-held joint venture between Mitsubishi Heavy Industries and Caterpillar Inc. MCFA actively reinvests in the enterprise to improve the quality and performance of its products, as well as its overall operations. Our company is in the regular business of supplying equipment to many Fortune 500 companies. Every employee at MCFA is dedicated to fulfilling the following company mission statement: MCFA develops, manufactures and distributes the highest quality material handling solutions. We place customer focus on everything we do. We hold ourselves and others accountable to high expectations. We treat people fairly and with respect. MCFA will deliver profitable market share growth by providing innovative material handling solutions to our global customers according to our business plan and action items. Mitsubishi Heavy Industries, Ltd. (MHI) and Mitsubishi Nichiyu Forklift Co., Ltd. jointly acquired 100% ownership of UniCarriers (fka Nissan + TCM Forklift) Corporation in 2016. The acquisition of UniCarriers enables MHI and Mitsubishi Nichiyu Forklift to offer a full lineup of product offerings. Additionally, the acquisition increases our R&D capabilities and boosts our overall product competitiveness. Furthermore, through our mutually complementary sales networks, global expansion opportunities will be enhanced, thereby strengthening MCF's business foundations and enabling expansion in business scale. The acquisition solidifies MCF's position among the top 4 global forklift manufacturers.	*

8	What are your company's expectations in the event of an award?	MCFA seeks to increase sales to Sourcewell members by encouraging our dealers to proactively identify, contact, and explain the benefits of Sourcewell membership. Additionally, once the Sourcewell member has been confirmed, MCFA encourages engagement between the MCFA dealer and the Sourcewell member regarding their material handling needs. If awarded a new contract MCFA will review the Sourcewell sales volume of our individual dealers and focus on the dealers that have under performed for Sourcewell. In 2020 we estimate sales of 100 machines to Sourcewell members. If awarded a new contract MCFA anticipates increasing that to 200 per year by 2024.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Mitsubishi Logisnext (parent company of MCFA) 2019 revenue = \$4B Mitsubishi Caterpillar Forklift America (MCFA) FY2019 revenue = \$851.2M No significant debt load carried by either companies (very conservative with financial decisions). Please review the attached 2020 Mitsubishi Logisnext Annual Report	*
10	What is your US market share for the solutions that you are proposing?	MCFA's retail order market share was 9.1% for ITA class 1-5 for the 2019 calendar year.	*
11	What is your Canadian market share for the solutions that you are proposing?	MCFA's retail order market share was 8.1% for ITA class 1-5 for the 2019 calendar year.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	MCFA has never petitioned for bankruptcy.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	MCFA is best described as a Manufacturer of the equipment offered in this proposal, however we also own our largest dealer (Equipment Depot) which was acquired in 2019. The sales, service and support of our three brands (Cat Lift Trucks, Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks) is provided by 80 dealers in North America. With more than 470 forklift locations across North and Central America and the Caribbean, our dealers offer the most comprehensive customer support programs, backed by highly-trained technicians and an extensive in-stock parts availability.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	MCFA as a company has obtained all relevant licenses and certifications that are required to be held as an employer and manufacturer of lift truck equipment. This includes but is not limited to federal, state, and local licenses. Voluntary certifications that have been obtained include ISO 9001 and ISO 14001 as it relates to manufacturing, and Underwriters Laboratories certifications for various lift truck models.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspensions or debarments have been applied to MCFA during the past 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Top 20 Lift Truck Supplier for 2020 – #3 (Jungheinrich AG) and #4 (Mitsubishi Logisnext) https://www.mmh.com/article/top_20_lift_truck_suppliers_in_2020 2019 iFOY award winner MCFA press release: https://www.mcfa.com/en/mcfa/news/articles/mcfa/2019/first-reach-truck-with-integrated-lithium-ion-battery Jungheinrich AG background on award: https://www.jungheinrich.com/en/about-us/awards-6206 2017 Red Dot Design Award for Jungheinrich EKS 516 and ERE 120/125/225 Material Handling Product News - Product of the Year award: Jungheinrich ETV C16/C20 https://www.mcfa.com/en/mcfa/news/articles/mcfa/2016/mhpn-product-news Plant Engineering – Product of the Year award: Jungheinrich ETV 110/112 https://www.mcfa.com/en/mcfa/news/articles/mcfa/2016/etv-110-112-series-named-product-of-the-year-by-plant-engineering%20magazine Top 100 Software and Technology Providers by Food Logistics – Jungheinrich Warehouse Navigation Software https://www.mcfa.com/en/mcfa/news/articles/mcfa/2016/food-logistics-names-jungheinrich-a-top-software-and-technology-provider	*
17	What percentage of your sales are to the governmental sector in the past three years	0.74% of the number of units.	*
18	What percentage of your sales are to the education sector in the past three years	0.18% of the number of units.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MCFA was awarded our first Sourcwell contract in December of 2016. 2017 - \$1,529,093 39 units 2018 - \$1,128,739 37 units 2019 - \$2,320,527 72 units	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Santa Barbara County	Adriana Seymour	805-568-3055	*
SLO County Integrated Waste	Patty Toews	805-782-8530	*
Dorchester County Public Works	Tonya Clark	843-832-0268	*
El Paso County Dept of Public Works	Christopher Reynolds	719-331-5591	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
available on request	Government	Florida - FL	28 Electric, Gas and Diesel Forklift Trucks	\$19,398-\$52,818	\$825,825	*
available on request	Government	Pennsylvania - PA	20 Electric, Gas and Diesel Forklift Trucks	\$6,365.00-\$74,069	\$480,535	*
available on request	Government	Maryland - MD	13 Electric, Gas and Diesel Forklift Trucks	\$26,985-\$54,682	\$464,985	*
available on request	Government	Florida - FL	16 Electric, Gas and Diesel Forklift Trucks	\$8,620-\$44,021	\$435,812	*
available on request	Education	Illinois - IL	17 Electric, Gas and Diesel Forklift Trucks	\$17,887-\$25,063	\$413,684	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	MCFA's sales force is comprised of employees of the company as well as sales management and sales representatives from our dealer network (third party) that cover the entire United States and Canada. MCFA is focused on the sale of material handling equipment through our dealer networks to our end user customers. MCFA's sales team is comprised of 7 Regional Sales Managers, 2 Major Accounts Managers and a General Manager for North American Dealer Sales. MCFA's team supports our dealer sales effort. The MCFA dealer network supports its local customer base with in assigned territories. MCFA has approximately 1385 dealer sales representatives 163 dealer sales managers selling our products and services across all market segments.	*
24	Dealer network or other distribution methods.	MCFA primarily sells and services our product through a dealer network with 470 locations across North America. Each of these locations has fully dedicated and trained representatives to sell and support machines covered in this RFP.	*
25	Service force.	MCFA's has a service force comprised of employees of the company as well as over 4000 trained technicians in our dealer network who cover all of the United States and Canada. MCFA Technicians are required to complete 12 hours of online training prior to attending any instructor lead classes. Depending on the product (Internal Combustion, Electric or both) they are required to pass two 3-4 day instructor lead classes to reach basic certification. After basic is achieved there are 3 levels of additional certification which require 2-3 instructor lead classes. All technician training is tracked in our online system and dealers are rewarded with higher warranty labor reimbursement rates based on the number of trained technicians and training level achieved.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Since the servicing of most pieces of material handling equipment takes place at the customers location, all our dealers have field service vehicles equipped with special tooling and parts to perform the majority of repairs on site. Most dealers can respond within 4 hours and several have a guarantee that the first hour is free if they don't make it in time. Our dealers offer a variety of maintenance plans to support our customers needs. These include but are not limited to Time and Material, Planned Maintenance program following the guidelines outlined in the Operator and Maintenance Manual supplied with the machine and Total Maintenance and Repair. Most often parts are required in the normal course of performing maintenance or repairing a machine. MCFA is the only manufacturer that offers a "Parts Fast or Parts Free Guarantee" (Please see attached documents for all three brands covered in the response.) We can offer this guarantee because we have a 97.6% emergency order fill rate. MCFA calculates our fill rate differently than other OEM's. For example, if a customer orders 10 items on one parts order and we only ship 9 we get a 0% because all 10 parts are required to complete the repair.	*
27	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	MCFA is willing, able and committed to providing the highest level of support for the products and services described in this RFP to all Sourcwell Members in the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	MCFA is willing, able and committed to providing the highest level of support for the products and services described in this RFP to all Sourcwell Members in Canada	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas in the United States or Canada that MCFA will not be servicing should we be awarded a contract.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no participating entities MCFA will not be servicing through this proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions for the participating entities of Alaska, Hawaii or the US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Once awarded a Sourcewell contract, MCFA will promote that contract via our e-newsletter Dealer News. The Dealer News article which is emailed to all sales personnel will explain the details and benefits of the new Sourcewell agreement. MCFA has been successful with Sourcewell in the past but also recognizes there is an opportunity to increase our sales volume through the program. To that end our focus will be to educate the dealers and sales personnel on the benefits and advantages of utilizing the Sourcewell program. This training will be partially accomplished by developing a special audio video training presentation for our dealers covering the Sourcewell program. The presentation will include but is not limited to topics like how to download a membership list, enrolling a new Sourcewell member, proper method of quoting a truck to a Sourcewell member, documentation required, coding the order for tracking purposes. Additionally, MCFA will review the Sourcewell sales volume for all dealers for the past 4 years and focus extra effort on those dealers who do not meet an acceptable Sourcewell sales volume level. MCFA's 7 Regional Sales Managers (RSM) also have responsibility for supporting Sourcewell in the fulfillment of material handling equipment purchases as well as any product support services. The RSM's are our front-line contacts for our dealer network. To increase our level of success with the program our Contract Administrator from Sourcewell is invited to come to our HQ in Houston TX to present the Sourcewell program to our RSM's and Major Account Representatives at one of our regular Sales Team meetings as soon as is practical to do so.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MCFA has dedicated websites for Cat Lift Trucks, Mitsubishi Forklift Trucks, Jungheinrich Lift Trucks and The Parts Store. These websites allow Sourcewell members to view the specifications features and benefits of our entire line up of lift trucks. Members can download brochures, locate their nearest dealer and view testimonials. The Parts Store is e-procurement friendly. Sourcewell members can purchase parts direct from MCFA 24/7/365. MCFA's Marketing Team also continuously works on the metadata and the SEO of our sites to improve our search rankings. Our social media presence spans LinkedIn, Facebook, Youtube and Twitter.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As a governmental agency Sourcewell understands the concerns and needs of its members. It is our expectation that Sourcewell use that knowledge to help us bridge the communication gap as it sometimes occurs working through the sales process. Often times a simple phone call or an email from Sourcewell resolves the issue or answers a question. Continue to provide the GTKN's and Universities when safe to do so. Those training opportunities have helped educate our dealer organization. Being able to utilize the Sourcewell contract administrator for trainings is hugely important as well. MCFA plans to leverage the contract and relaunch the Sourcewell program supported by increased training efforts with our dealer sales teams. We will take time to discuss our Sourcewell contract at dealer and sales meetings. Our focus is going to be on educating and training our dealers on the value of the Sourcewell contract and how to leverage that relationship to support Sourcewell members.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	MCFA uses a powerful Microsoft Customer Relationship Management (CRM) tool for quoting and order submission. Our local dealer uses our CRM to quote the Sourcewell member on the local basis. Once the Sourcewell member issues the dealer a purchase order the quote is converted to an order in our CRM. Our dealer then sends it electronically to MCFA for fulfillment.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MCFA offers optional comprehensive equipment maintenance training programs online and also hands-on training in the Houston training center. There is no charge to Sourcewell members for the online training. The cost for the hands-on training in Houston would be determined by the course. According to the Federal Occupational Safety and Health Administration (OSHA) states in Section 1910.178 (l) (i) that: "The employer shall ensure that each powered industrial truck operator is competent to operate a powered industrial truck safely, as demonstrated by the successful completion of the training and evaluation specified in this paragraph." To support this requirement MCFA dealers provide Lift Truck operator training classes for our customers. To maintain consistency in the training materials MCFA supplies standardized training materials to our dealers. All training materials are complainant with OSHA regulations according to the Department of Labor Code of federal regulations. Some items covered are; lift-truck fundamentals, general rules of the road, pre-operational inspection and stability, balance, and capacity. Due to the variety of training programs offered and local factors, the cost would be determined on a site by site basis.	*
37	Describe any technological advances that your proposed products or services offer.	Electric Warehouse Products As pioneers of electric warehouse forklift products, Jungheinrich® is known for innovation. Our German-engineered forklifts are all-battery-powered without sacrificing performance. With the flexibility to adapt to any warehousing and logistics operation, our products are the go-to solution for your electric forklift needs. Energy Efficient Design The entire line of Jungheinrich forklifts are an energy-efficient solution for customers seeking to reduce their fleet emissions, with a complete range for both indoor and outdoor applications. Ranging from 2,000 – 19,800 lb. capacities, our electric warehouse products offer: - Ability to run up to 2 shifts on 1 battery charge - 0% noxious emissions due to 100% electric products - Less noise and reduced vibration Advanced AC Technology More than 18 years ago, Jungheinrich developed the first 3-phase AC technology and has been improving the technology ever since. This advanced technology is integrated into Jungheinrich's forklift product line, delivering: - Low energy consumption - Longer run times - Leading lift and travel speeds - High level of efficiency with excellent energy management	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	MCFA continues to research and implement cleaner and greener processes to minimize the environmental impact of forklift production while maintaining the quality, safety, and efficiency of trucks that come off our production line. We continue to develop more efficient means to secure materials, get components, and roll out the final, finished product. The ISO 9001:2008 certification is a globally-implemented standard for quality and customer satisfaction and is among the best known International Organization for Standardization (ISO) offering. MCFA takes pride in achieving ISO 9001:2008 standards. Our quality management system delivers a high level of customer interactions and is responsible for meeting the ISO 9001:2008 requirements for certification. MCFA is also an ISO 14001:2004 certified manufacturing facility. We diligently set goals and monitor our performance to ensure we achieve environmental compliance throughout the forklift manufacturing process.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	MCFA production locations are ISO 14001 certified. This certification relates to environmental protections used while producing the product.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	MCFA has three dealers that qualify as WMBE. The first two are Washington Lifttruck & Forklift Services of Oregon which are owned by Nancy Smith. The second is Eaheart Industrial Service, Inc. owned by Ed McCoy. Certifications for both are attached. In addition MCFA is expanding our search of local businesses in the Houston area (emphasis on SBE/M/WBE) to "localize" production materials to help boost sales for these businesses, improve efficiency in our manufacturing process and reduce availability lead-times.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	MCFA provides unparalleled availability of replacements parts. With over 57,000 SKU's in stock, we carry over \$42,000,000 in parts inventory to support our customers. Our [6] parts distribution centers strategically located throughout the U.S. shipped over 850,000 order lines last year. Our parts fill rate measures 99.1% on stock orders and 97.6% on emergency orders. We measure our fill rate based on a "Full Line, First Pick" philosophy. If on a single order line, 50 pieces are ordered and only 49 pieces are provided, the line is registered as 0% filled rather than 98% filled. Such strict standards and proactive vendor management help us to deliver simply the best parts support in our industry. We are so confident in our ability to provide our customers with the highest parts availability that we offer a Parts Fast or Parts Free Guarantee. This guarantee means you will have the part you ordered within 24 hours or it is free of charge. A copy of our Parts Fast or Parts Free Guarantee was uploaded to the additional documents section.	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Warranty statements are available online at www.mcfadealers.com and also attached to this RFP. MCFA will reimburse the servicing dealer for reasonable labor performed in fulfilling MCFA warranty obligations during the period specified in the warranty statement. New lift trucks purchased by the user are covered by MCFA warranty. The warranty period is a single total period, and the warranty commitment is fulfilled by making repairs or replacements within that period. The standard lift truck warranty period for new MCFA product is outlined in the appropriate warranty statement for each model or brand. The warranty period starts with the warranty start date as indicated on the delivery report. MCFA warrants that each new lift truck sold by MCFA shall be free from defects in material and workmanship. MCFA also offers optional Extended Powertrain Coverage and Full Warranty Coverage (Carriage to Counterweight) for up to 5-years or 10,000 hours for an additional fee.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	MCFA's warranty does not impose usage restrictions or other limitations that adversely affect coverage. In general, this warranty requires proper and timely maintenance and periodic inspections of the lift truck as indicated in the operators' manual furnished with the lift truck.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, 1.5 hour travel time for U.S. and Canadian customers.	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic regions in the US or Canada that MCFA cannot provide certified technicians to perform warranty repairs. In very remote locations there may be additional cost for travel incurred.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MCFA is the manufacturer and therefor will provide warranty for every item we sell in accordance to our published warranty statement.	*
47	What are your proposed exchange and return programs and policies?	It is MCFA's responsibility to deliver a machine that is free of defects in material and workmanship. If for any reason defects/failures arise, MCFA will take corrective actions under the warranty policy guidelines and make every effort to resolve the issue in a timely manner. If the issue cannot be resolved then return or exchange might be considered at MCFA's sole discretion.	*
48	Describe any service contract options for the items included in your proposal.	There are several service contract options available from MCFA dealers. These include but are not limited to a standard planned maintenance program similar to the type of service performed on your vehicle when you take it to the dealership for an oil change. The difference is, the service truck comes to your facility to perform the service. Our dealers offer Total Maintenance and Repair agreements that cover all the maintenance required for a flat rate monthly fee. For larger fleets that would require a full time technician, our dealers offer discounts on block labor rates. Because rates vary by region, it would be best for the Sourcewell member to contact their local MCFA dealer for more details on these programs or a customized program that would better suit their needs.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	MCFA's payment terms are net 30 days.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	MCFA provides subsidized financing through two financial partners, DLL and Wells Fargo. Sourcewell members should contact their local MCFA dealer for current rates and payment schedules.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The MCFA dealer network will quote as well as receive the payments and manage the sale to the Sourcewell member. If a customer is not a member and they want to become one, our dealers can help with the application process. Our dealers are aware of the Sourcewell contract pricing and the discount that needs to be passed on to the member. This information is published on our MCFA Dealer Portal as well as covered in training sessions. The dealer will provide a quote to the member with the Sourcewell contract number. When the member issues a purchase order, our dealer applies for the Sourcewell discount before the machine order is entered with the factory. The additional discount is approved and is coded for tracking purposes. When the machine arrives, the dealer will perform the predelivery inspection and any other prep required, then deliver it to the member. At the time of delivery, the dealer will review the operating instructions and complete the warranty registration. Each quarter MCFA runs a Sourcewell report in our CRM for all Sourcewell orders shipped during that timeframe. After the report is audited for accuracy the report and the administrative fee are sent to Sourcewell.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Acceptance of P-cards would be a decision made by the local dealer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each product family will be discounted off standard published list price. Total final price will include freight, dealer prep, attachments and in the case of electric trucks, batteries and chargers. The discount matrix is attached as well as our published price pages for each brand offered.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The proposed discount ranges from 24% to 32% off list for MCFA products.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	High volume discounts (10+ units) may be available as a joint offer between MCFA and our MCFA dealer. Because the price range of our products varies so greatly, we will discuss each opportunity with our MCFA dealer on a case-by-case basis.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	MCFA can offer Custom Shop Modification (CSM) options on most of our products. Because the range of custom options are so many, and because some customers have very specific requirements, we handle such requests on a case-by-case basis through our MCFA dealers. Our dealer will submit a request to confirm that the item can be installed on the truck without issue. After that, a list price quote will be generated based on the amount of engineering, labor, materials, and other factors needed to cover such costs. The discount for the sourced product or nonstandard option is the same as applies to the entire machine as outlined in our discount matrix.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Dealer preparation is not included in these costs, as is the cost of local delivery because these costs vary by distance, regional labor costs, etc. Attachments, batteries chargers and accessories if applicable and the installation thereof supplied by the dealer are not included. Applicable taxes are not included. The selling MCFA dealer would be collecting for these costs.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	MCFA uses a flat rate matrix based on region and forklift capacity to calculate the cost to ship from the factory to our dealer, (please see attached).The cost for local deliver varies due in part the size and weight of machine, distance, local labor costs and transportation regulations. The dealer quoting the Sourcewell member can provide costs for factory freight and local delivery if requested to do so. Most members normally want the quoted price FOB delivered.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our dealer in Anchorage Alaska utilizes our freight matrix and program to Washington State then consolidates loads and ships to Alaska. Our dealer in Los Angeles uses our freight matrix program to get machines from the factory to LA then preps and ships them direct to the customer in Hawaii. Our Canadian dealers pick up machines at the factory and manage the transportation and customs details for machines going into Canada. Offshore deliveries would depend on final location as we have dealers in the Caribbean, Mexico, Latin America and South America. In general terms the selling dealer would manage the logistics to get the machine delivered to the Sourcewell member.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	MCFA offers a factory direct delivery method on full container loads of certain models of Cat, Mitsubishi and Jungheinrich machines. The container program saves on freight costs and shortens lead times.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	MCFA has a fully electronic quoting and ordering system. Dealers will utilize a code that will enable them to sell the unit with special discounting to the Sourcwell member. On a quarterly basis, MCFA will run a report from our system to identify these sales. The revenue of these sales will be provided to Sourcwell per the contract (quarterly basis) and paid in a timely manner according to the contract terms.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MCFA agrees to pay 2% of the factory invoice to Sourcwell as an administrative fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	MCFA offers a full line of material handling equipment covering Industrial Truck Association (ITA) classes 1,2,3,4,5, and 6. Building on the strengths of each of our 3 brands we offer all 6 classes under the Mitsubishi Forklift Trucks brand. Cat Lift Trucks are represented by classes 1,4 & 5. Jungheinrich is represented by class 1,2 & 3.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The following subcategories are listed by ITA class. Class 1; Stand-up Counterbalanced, 3-Wheel Cushion Tire, 3-Wheel Pneumatic Tire, 4-Wheel Cushion Tire, 4-Wheel Pneumatic Tire. Class 2; Low-Level Order Picker, High-Level Order Picker, Man Down Turret Truck, Man Up Turret Truck, Moving Mast Reach Truck, Multi-Directional Moving Mast Reach Truck, Pantograph Reach Truck. Class 3; Walkie Pallet Truck, Walkie End Rider, Center Control Rider, Walkie Straddle Stacker, Walkie Fork-Over Stacker. Class 4; Small IC Cushion and Mid-Size IC Cushion Tire. Class 5; Small IC Pneumatic Tire, Mid-Size IC Pneumatic Tire, Large IC Pneumatic Tire.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class I: Electric Motor Rider Trucks	☒ Yes ☐ No	In three brands Cat Lift Trucks, Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks	*
67	Class II: Electric Motor Narrow Aisle Trucks	☒ Yes ☐ No	In two brands Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks	*
68	Class III: Electric Motor Hand Trucks or Hand Rider Trucks	☒ Yes ☐ No	In two brands Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks	*
69	Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires)	☒ Yes ☐ No	In two brands Cat Lift Trucks and Mitsubishi Forklift Trucks	*
70	Class V: Internal Combustion Engine Trucks (Pneumatic Tires)	☒ Yes ☐ No	In two brands Cat Lift Trucks and Mitsubishi Forklift Trucks	*
71	Class VI: Electric and Internal; Combustion Engine Tractors	☒ Yes ☐ No	Electric only in In two brands Mitsubishi Forklift Trucks and Jungheinrich Lift Trucks	*
72	Class VII: Rough Terrain Forklift Trucks	☐ Yes ☒ No	Do not offer class VII models in any brand.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
73	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of MCFA's internal metrics is comparing year over year and quarter over quarter results not only in terms of sales volume dollars but also in number of units sold. By comparing these results MCFA can determine whether we are having success with the contract or not. The second metric is to compare the number of Sourcewell orders as a percentage of overall sales for the individual dealers. By doing this we can focus our efforts on those dealers that need additional support.
74	Describe the average operating cost per hour of an electric truck operating inside a warehouse.	\$2.24 per hour for the cost of electricity to charge the battery and maintenance based on a 5000# cushion tired truck operating 1500 hours per year in a normal and clean application.
75	Describe the average operating cost per hour of a combustion engine truck operating in an outdoor yard setting.	\$4.25 per hour for fuel and maintenance based on a 5000# pneumatic tired truck operating 1500 hours per year in a normal and clean application.
76	Describe any manufacturing processes or materials utilized that contribute to overall durability, driver safety, etc. that differentiate your offerings.	Our factory's top priority is safety and it is our #1 operating principle, followed by quality and on time delivery. Our OSHA incidence rate is less than 1 versus and industry average of 4.1. We set clear expectations for the safety of our people and the safety of our trucks. Our manufacturing methodology consists of a continuous check-do-check** process at every station from the start of the forklift build to final finish and final inspection prior to shipping. Along the process, operators sign off at their respective stations to ensure accountability of the work being completed per build instructions. Every truck goes through 100% inspection which includes both visual and functional. The final inspection ensures the truck was built to meet all design and customer requirements. All of our trucks comply with ANSI B56 standards. Some driver safety features we offer that differentiate our trucks are listed below: 1. Advanced Power Steering (Control) System - to prevent chronic back injury and pain due to the extra effort to maintain the stability of the truck 2. LED Spotlight to notify all other drivers and pedestrians (front and rear) 3. Ergonomic forklift seat: a. Leg, shoulder, and neck protection b. Armrests to prevent fatigue c. Handles to help get in/out the cab d. Weighted suspension to comfort the operators 4. Optional A/C and heat in enclosed cabs for different weather conditions 5. Detailed load-chart to assist with understanding of the load limits in different situations **First check - operator inspects work from prior station Do - operator performs assigned work at station Second check - When complete, operator verifies his work and signs off prior to sending to downstream station
77	Describe any differentiating serviceability attributes (remote diagnostics, parts fill rate, etc.) your proposal offers.	There are over 4000 technicians in our dealer network. MCFA requires minimum training levels for our technicians. This is supported by extensive product technical training offered by MCFA. Additional support is provided to technicians through our online technical manuals, schematics, and bulletins. When dealers need additional help, we have a staff of Service Engineers with a 10+ year average field / Industry experience, with several having over 20 years experience. MCFA is the only OEM that owns an after market parts company (Rapid Parts) which supplies lift truck parts for competitive brands. Rapid Parts supports our dealers with parts when they service competitive brand machines. MCFA is the only OEM that has a Parts Fast or Parts Free Guarantee. MCFA offers through our dealers an innovative suite of online tools designed to help fleet managers optimize the performance of material handling assets with one unified platform. Lift Truck Solutions (LTS) provides a platform for Fleet Track, One Bill, Service Dispatch, Repair Estimator, and The Parts Store. Please see the attached Lift Trucks Solutions Brochure for details on these tools. LTS is accessible 24/7, giving you full control of your forklift fleet. You can request service, interact with a quote, accept invoices, and view your fleet's data from any phone, tablet, or computer.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Mitsubishi Logisnext 2020 Annual Report.pdf - Wednesday August 12, 2020 13:45:44
- [Marketing Plan/Samples](#) - Sourcewell Flyer.pdf - Thursday September 10, 2020 15:42:13
- [WMBE/MBE/SBE or Related Certificates](#) - MCFA WMBE Certificates.pdf - Monday September 14, 2020 15:58:13
- [Warranty Information](#) - MCFA Warranty Statements 3B1C.pdf - Monday September 14, 2020 15:58:44
- [Pricing](#) - MCFA Price Pages 3B1C.zip - Monday September 14, 2020 15:59:18
- [Additional Document](#) - Freight - Parts Fast - LT Solutions Brochure.zip - Monday September 14, 2020 18:32:51

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Sneddon, Executive Vice President, Sales & Marketing, Mitsubishi Caterpillar Forklift America Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services Tue September 8 2020 04:06 PM	☒	--
Addendum_3_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services Tue August 25 2020 01:29 PM	☒	1
Addendum_2_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services Mon August 10 2020 03:11 PM	☒	--
Addendum_1_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services Thu August 6 2020 08:15 AM	☒	--



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) 091520
Entitled

Forklifts and Lift Trucks with Related Services

The following advertisement was placed July 23, 2020 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and July 24, 2020 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Forklifts and Lift Trucks with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 15, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

All Around Access, LLC	Komatsu Forklift U.S.A. LLC
BYD Motors, LLC	Leavitt Machinery
Capital Industrial Sales & Service, Ltd.	M H Equipment
Carolina Handling	Manitou North America, Inc.
Cervus Contractors Equipment LP.	MH EQUIPMENT
Commercial Truck Equipment Corporation	Miner, Ltd.
Crown Equipment Corporation	Mitsubishi Caterpillar Forklift America. Inc.
Doosan Industrial Vehicle America Corp.	Norlift, Inc.
Equipements EMU LTee	OCTANE Forklifts. Inc.
GN Johnston Equipment	Optimal Leasing, LLC
Gregory Poole Equipment Company	Pape' Material Handling
H&E Equipment Services, Inc.	Sunbelt Rentals
Hooper Handling, Inc.	The PlanIT Room
Hyster-Yale Group, Inc.	TNT Crane & Rigging Canada, Inc.

Hyundai Construction Equipment Americas, Inc.	Tobroco Machinery, LLC
Integrated Distribution Systems Limited Partnership	Toromont Material Handling, a division of Toromont Industries, Ltd.
KGC Enterprises, Inc. T/A Kc Sign	United Rentals (North America), Inc.
KION North America	Western Materials Handling & Equipment, Ltd.
Komastu America Corporation	Zemarc Corporation

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on September 15, 2020 at 4:31:27 pm CT. Proposals were received from the following:

Crown Equipment Corporation
Doosan Industrial Vehicle America Corp.
Hyster-Yale Group, Inc.
Hyundai Construction Equipment Americas, Inc.
Komastu America Corporation
Manitou North America, Inc.
Mitsubishi Caterpillar Forklift America, Inc.
OCTANE Forklifts, Inc.
Tobroco Machinery, LLC
Toromont Material Handling, a division of Toromont Industries, Ltd.
Western Materials Handling & Equipment, Ltd.

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, Procurement Lead Analyst
James Voelker, Procurement Lead Analyst
Carol Jackson, Procurement Analyst
Stephanie Haataja, CPIM, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Doosan Industrial Vehicle America Corp. offers a full line of Class 1–5 internal combustion and electric forklifts, with battery monitoring, fleet management, and telematics system offerings. They have a growing dealer sales and service network across North America, providing a variety of operator and maintenance training and extended maintenance plans. Doosan offers a competitive discount off standard pricing to Sourcewell participating entities.

Hyundai Construction Equipment Americas, Inc. is offering a range of Class 1-6 forklifts, available in battery, LP, and diesel powered models and in various configurations. Sales and service is available to Sourcewell participating entities through 166 Hyundai dealer locations across the U.S. and Canada, with optional preventive or full maintenance contracts also available. Hyundai offers solid warranties and significant pricing discounts by product category.

Mitsubishi Caterpillar Forklift America, Inc., (MCFA) offers a wide selection of Class 1-6 material handling equipment under the Mitsubishi Forklift, Cat Lift Trucks, and Jungheinrich Lift Trucks brands. Their dealer network offers sales and service at 470 locations in the United States and Canada, supported by 6 parts distribution centers. MCFA offers a range of percentages off list pricing reflecting considerable discounts to participating entities.

For these reasons, the Sourcewell Proposal Review Committee recommends award of Sourcewell Contract #091320 to:

Doosan	091520-DIV
Hyundai	091520-HCE
Mitsubishi	091520-MCF

The preceding recommendations were approved on November 2, 2020.

DocuSigned by:

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Greg Grunig, Procurement Lead Analyst

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Carol Jackson, Procurement Analyst

DocuSigned by:

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James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:

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Stephanie Haataja, CPIM, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #091520 for Forklifts and Lift Trucks with Related Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:

Jeremy Schwartz

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Jeremy Schwartz, CSSBB, CPPU
Chief Procurement Officer



RFP #091520
REQUEST FOR PROPOSALS
for
Forklifts and Lift Trucks with Related Services

Proposal Due Date: September 15, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Forklifts and Lift Trucks with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 15, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	July 23, 2020
Pre-proposal Conference:	August 12, 2020, 10:00 a.m., Central Time
Question Submission Deadline:	September 8, 2020, 4:30 p.m., Central Time
Proposal Due Date:	September 15, 2020, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	September 15, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/member-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Forklifts and Lift Truck with Related Service, as follows:

a. Class I – VII forklifts and lift trucks:

Class I: Electric Motor Rider Trucks;

Class II: Electric Motor Narrow Aisle Trucks;

Class III: Electric Motor Hand Trucks or Hand Rider Trucks;

Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires);

Class V: Internal Combustion Engine Trucks (Pneumatic Tires);

Class VI: Electric and Internal Combustion Engine Tractors; and,

Class VII: Rough Terrain Forklift Trucks

b. Proposers may include forklift and lift truck accessories, attachments, repair and replacement parts, batteries, and chargers to the extent that the solutions are complementary to the offering of Class I – VII forklifts and lift trucks. A “parts-only” or an “attachments and accessories-only” offering is not permitted.

c. Proposers may include related services, such as repair, maintenance or warranty services and operator or technical training, to the extent that the services are complementary to the offering of Class I – VII forklifts and lift trucks. A “services-only” or “training-only” offering is not permitted.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. Low Speed Vehicles, Medium Speed Vehicles, and Utility Vehicles, with Related Equipment, Accessories (RFP# 051717);

b. Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies (RFP# 052417);

c. Public Utility Equipment with Related Accessories and Supplies (RFP #012418);

d. Facility MRO (Maintenance, Repair & Operations), Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services (RFP # 121218);

e. Trailers with Related Equipment, Accessories, and Services (RFP #121918);

f. Heavy Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #032119);

g. Medium Duty and Compact Construction Equipment with Related Attachments, Accessories, and Supplies (RFP #040319), and

h. Vehicle Lifts, with Garage and Fleet Maintenance Equipment (RFP #013020).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Rev. 2/2020

Sourcewell RFP #091520
Forklifts and Lift Trucks with Related Services
Page 5

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$5 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcwell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcwell an administrative fee in exchange for Sourcwell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcwell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to

potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;

- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it

considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



8/6/2020

Addendum No. 1

Solicitation Number: RFP 091520

Solicitation Name: Fork Lifts and Lift Trucks with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are there forms to complete to provide company information; questions regarding corporate and dealer support; pricing; etc.?

Answer 1:

All proposals must be submitted through the Sourcewell Procurement Portal. Guidance on preparing a response in the Portal can be found in the "Submit Response Guide" located in the Resource Materials section of the Portal "Bids Homepage."

End of Addendum

Acknowledgement of this Addendum to RFP 091520 posted to the Sourcewell Procurement Portal on 8/6/2020, is required at the time of proposal submittal.



8/10/2020

Addendum No. 2

Solicitation Number: RFP 091520

Solicitation Name: Fork Lifts and Lift Trucks with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Where is end user location for delivery purposes?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, specific locations or finite quantities for our cooperative contract awards. Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

End of Addendum

Acknowledgement of this Addendum to RFP 091520 posted to the Sourcewell Procurement Portal on 8/10/2020, is required at the time of proposal submittal.



8/25/2020

Addendum No. 3

Solicitation Number: RFP 091520

Solicitation Name: Fork Lifts and Lift Trucks with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Should pricing be submitted in Canadian or U.S. Dollars?

Answer 1:

Proposers should provide pricing as stated in RFP Section III. A. 3.

End of Addendum

Acknowledgement of this Addendum to RFP 091520 posted to the Sourcewell Procurement Portal on 8/25/2020, is required at the time of proposal submittal.



9/8/2020

Addendum No. 4

Solicitation Number: RFP 091520

Solicitation Name: Fork Lifts and Lift Trucks with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

I received the following error message, "An error occurred - please contact the administrator" when I tried to edit my responses.

Answer 1:

The portal vendor has been contacted about the issue and it is being resolved.

Question 2:

If some pricing fluctuates with the usd/cad exchange rate. How would Sourcewell like pricing that fluctuates with exchange to be detailed?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, each proposer, in its discretion, will determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing.

End of Addendum

Acknowledgement of this Addendum to RFP 091520 posted to the Sourcewell Procurement Portal on 9/8/2020, is required at the time of proposal submittal.



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Crista Shephard, Special Projects Manager
DATE: 12/7/2021
SUBJECT: FY 2020-2021 CDBG Consolidated Annual Performance and Evaluation Report (CAPER)

BACKGROUND:

The City of Crestview receives funding from the U.S. Department of Housing and Urban Development (HUD), through the Community Development Block Grant (CDBG) Program. The city is considered an "entitlement community" with a prescribed formula for funding developed by HUD using select city demographic information. As a condition of being an entitlement community, the city is required to perform annual evaluations of its CDBG program through the completion of a Consolidated Annual Performance and Evaluation Report (CAPER).

On July 23, 2020, City Council approved the FY 2020-2021 CDBG Annual Action Plan, which specifically allocated funding for the FY 2020-2021 programs whose performance is evaluated in this CAPER. After the adoption of the plan by City Council, in December of 2020 HUD determined that there was an error on their part in the amount of \$25.00 in the regular allocation amount. That difference was taken from the City of Crestview Nuisance Abatement Program.

DISCUSSION:

Staff has completed the FY 2020-2021 CAPER in accordance with HUD requirements. A revised total of total of \$261,420.00 was awarded to the city for FY 2020-2021. \$32,922.00 of which was allocated to Administration and Planning, \$12,000.00 was allocated to HHA Housing Stabilization, \$75,663.00 was allocated to City of Crestview Nuisance Abatement, \$44,000.00 was allocated to City of Crestview Benjamin St Sewer, and \$96,835.00 was allocated to the City of Crestview CDBG-CV Small Business Grant Program. The status of these projects is as follows:

Administration and Planning: The CDBG program allows for up to 20 percent of the annual allocation to be used to offset the cost of administering the program. This project was completed during FY 2020-2021.

HHA Housing Stabilization: \$8,005.09 was spent on this program during FY 2020-2021. The remaining balance will be completed during FY 2021-2022.

City of Crestview Nuisance Abatement: \$53,503.86 was spent on this program during FY 2020-2021. The remaining balance will be expended during FY 2021-2022.

City of Crestview Benjamin St Sewer: This project was delayed due to increased material costs and is expected to begin in FY 2021-2022.

City of Crestview CDBG-CV Small Business Assistance Grant: \$15,000.00 was spent on this program during

FY 2020-2021. Remaining funds are expected to be spent during FY 2021-2022.

The CAPER was made available for public comment. At the time of this report, no public comments have been received.

GOALS & OBJECTIVES

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

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

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

Infrastructure- Satisfy current and future infrastructure needs

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

FINANCIAL IMPACT

There are no financial obligations associated with this report. The FY 2020-2021 CDBG allocation expenditure report is as follows:

Activity Name	IDIS Activity ID	Annual Action Plan Allocation	Reallocation	Amount funded in IDIS	Remaining
Planning & Administration	10	\$32,922.00	\$0.00	\$32,922.00	\$0.00
HHA Housing Stabilization	11	\$12,000.00	\$0.00	\$12,000.00	\$3,994.91
Nuisance Abatement	12	\$75,663.00	\$0.00	\$75,663.00	\$22,159.14
Benjamin St Sewer	14	\$44,000.00	\$0.00	\$44,000.00	\$44,000.00
CDBG-CV Small Business Assistance	13	\$96,835.00	\$0.00	\$96,835.00	\$81,835.00

RECOMMENDED ACTION

Staff respectfully requests City Council approval of the 2020-2021 Community Development Block Grant Consolidated Annual Performance Evaluation Report.

Attachments

1. 2020-21 CAPER

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Crestview is designated as an entitlement community under the CDBG program. FY 2020-21 was the city's first year of being an entitlement community. This Consolidated Annual Performance and Evaluation Report (CAPER) covers the period from October 1, 20120 to September 30, 2021.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Blight Removal	Non-Housing Community Development	CDBG: \$	Buildings Demolished	Buildings	40	6	15.00%	10	6	60.00%
Expand Economic Opportunity	COVID-19 CDBG-CV Funding	CDBG-CV: \$	Businesses assisted	Businesses Assisted	19	5	26.32%	19	5	26.32%
Planning and Administration	Planning & Administration	CDBG: \$	Other	Other	1	1	100.00%	1	1	100.00%

Provide a Suitable Living Environment	Affordable Housing	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		0	0	
Provide a Suitable Living Environment	Affordable Housing	CDBG: \$	Other	Other	1	0	0.00%			
Public Facility Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	0	0.00%			
Public Services	Non-Housing Community Development	CDBG: \$	Homelessness Prevention	Persons Assisted	0	0		60	50	83.33%
Public Services	Non-Housing Community Development	CDBG: \$	Other	Other	1	0	0.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Projects began and/or completed during the 2020-21 fiscal year helped meet the following specific goals identified in the Consolidated Plan and

Annual Action Plan:

Goal: Planning and Administration – This goal was addressed through the completion of the Planning and Administration activity.

Goal: Public Services – This goal was addressed through the HHA Housing Stabilization activity.

Goal: Blight Removal – This goal was addressed through the City of Crestview Nuisance Abatement Program. This program will continue in FY 2021-22.

Goal: Provide a Suitable Living Environment – This goal is to be addressed by the City of Crestview Benjamin St Sewer Project. This activity has been delayed and is expected to begin in FY 2021-22.

Goal: Expand Economic Opportunity – This goal is being addresses through the City of Crestview CDBG-CV Small Business Grant Program. This program is still accepting applications and is expected to be completed in FY 2021-22.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	49
Black or African American	24
Asian	3
American Indian or American Native	2
Native Hawaiian or Other Pacific Islander	1
Total	79
Hispanic	5
Not Hispanic	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	164,585	94,431
Other	public - federal	96,835	15,000

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CRESTVIEW	100	100	

Table 4 – Identify the geographic distribution and location of investments

Narrative

In FY 2020-21 100% of the funding expended was used inside the target areas to maximize impact.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Crestview does not receive HOME or ESG funding. CDBG funding does not require matching funds, however funding is leveraged by private, local, state, and other federal funding as available. The city continues to seek funding opportunities and partnerships to expand programs.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Discuss how these outcomes will impact future annual action plans.

Include the number of extremely low-income, low-income, and moderate-income persons

served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 7 – Number of Households Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

During FY 2020 the city reached out to people experiencing homelessness through the Housing Stability Specialist provided by Homelessness and Housing Alliance.

Addressing the emergency shelter and transitional housing needs of homeless persons

During FY 2020-21 emergency shelter and transitional housing needs were addresses through the the CoC, Homelessness and Housing Alliance.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

During FY 2020-21 these activities were carried out through the the CoC, Homelessness and Housing Alliance.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

During FY 2020-21 these activities were carried out through the the CoC, Homelessness and Housing Alliance.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

During FY 2020-21 the city did not address public housing needs directly.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

During FY 2020-21 there were no city-planned planned activities to encourage public housing residents to become more involved in management and participate in homeownership

Actions taken to provide assistance to troubled PHAs

The Crestview Housing Authority is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

During FY 2020-21 the city made revisions to the Land Development Code, and has been working diligently to streamline processes and procedures for community development. These actions are not funded through the CDBG program, but address barriers to affordable housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

During FY 20-21, the City undertook activities to address obstacles to meeting underserved needs by funding the non-profit sub-recipient organizations previously identified.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City tests proposed rehabilitation projects for lead-based paint, provides the required remedial action, and provides information to homeowner.

The City's programs continue to include lead-based paint hazard education. The City provides copies of the booklet "Protect Your Family from Lead in Your Home". Each unit that will undergo painting and/or re-roofing will be evaluated for the presence of lead-based paint. If such hazards are determined to exist, the city will hire a certified consultant to remove the paint to the extent possible and repair the surface.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

During FY 2020-21 the city did not undertake activities to reduce the number of poverty level families.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City funds services to extremely low, low-, and moderate-income families through non-profit organizations who provide those services to these families. The city has not directly funded projects that target specific needs.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

During FY 20-21, the city did not undertake activities that reduce the number of poverty level families.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The city plans to perform an analysis of impediments during FY 2021-22.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Activity monitoring is a continuous process to ensure compliance with all applicable policies and regulations. Projects and programs are reviewed for eligibility and consistency with the 5-Year Consolidated Plan. Checklists are completed for each project/program considered for approval. Contracts are executed for projects involving other agencies or cities, in accordance with the all Program Federal Regulations. Methods of monitoring differ by project, and are tailored to each specific project's requirements. Memorandum of Agreements are executed between the city and outside agencies that receive CDBG funding. Progress is reviewed monthly to ensure timeliness of spending, in conjunction with preparation of the CAPER and in preparation for each year's Action Plan.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

As required, reasonable notice for review and comment of this CAPER was provided. Public notice of the comment period was published in the Northwest Florida Daily News, and on the city's website on November 29, 2021. A copy of the draft CAPER was available for review during the 15-day comment period. All comments received will be addressed at the end of the comment period.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes in the city's program objectives for FY 2020-21

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI)

grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes in the city's program objectives for FY 2020-21

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Kyle Lusk
DATE: 12/9/2021
SUBJECT: Message Trailer, Public Services

BACKGROUND:

The City of Crestview Police Department was previously granted permission to purchase two (2) Sign/Speed Trailers. One purchase utilizing the city-wide "CARES" Funding; and the Second; utilizing the "CARES" funding through the Florida Department of Law Enforcement. Both grants are designated to use the speed/sign trailers for response to COVID and traffic related to public coordination and traffic diversion. The sign trailers will be used for the organization and coordination of traffic incidents, vaccination, testing, food distribution, traffic enforcement and any other need for other traffic-related instruction or circumstances where displayed instruction or speed verification is necessary.

DISCUSSION:

The Crestview Police Department is requesting the transfer of \$21,899.00 of CARES Funding that was previously awarded to the Police Department, to be transferred to the Public Works Department for the purchase of a sign/speed trailer,

The Crestview Police Department has already purchased one (1) of the sign/speed trailers utilizing the grant through the Florida Department of Law Enforcement. Currently, the Crestview Police Department is requesting the funds from the city-wide "CARES" funds for the purchase of the second sign/speed trailer, be deferred from the Crestview Police Department to the Public Services Department for the purchase.

Both departments benefit from the use of these sign/speed trailers and this transfer of funds will prevent concerns or confusion of which sign/speed trailer came from which funding source and allow dual-departmental usage.

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

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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

FINANCIAL IMPACT

CARES Funding expenditures were previously approved. This funding originates from the COVID-19 CARES Fund and does not create a financial obligation from the City of Crestview. The transfer of funding does not create an additional financial impact.

RECOMMENDED ACTION

Staff respectfully requests the approval to transfer the previously awarded CARES Funding in the amount of \$21,899.00 and previously awarded to the Crestview Police Department, to be transferred to the Public Services Department for purchase of a sign/speed trailer.

Attachments

None



Staff Report

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Attachments

None

ORDINANCE:

N/A

N/A



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Action Item

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CC: City Manager, City Clerk, Staff and Attorney
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Attachments

None

RESOLUTION:

N/A

N/A



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 12/9/2021
SUBJECT: Purchase Tractor for Blackwater Golf Club

BACKGROUND:

Recently, the City Council approved the purchase of the mowing equipment for Blackwater Golf Club. The approved method of purchase was through a lease with John Deere. Since the quote, the supplier has struggled to fill the order.

DISCUSSION:

The schedule for opening the golf course is greatly dependent on when the mowing equipment can be delivered. With the supply chain disruption, the Blackwater team has struggled to fill the order. One piece of equipment in particular has posed a problem. This piece of equipment, a 40 40 horsepower tractor, can not be located by the John Deere supplier and therefore will not be delivered on time.

To resolve this issue, staff worked to locate the equipment through another source. Kingline Equipment of Baker does have a tractor that can meet the needs of the course. The tractor is in stock and has a sticker price of \$24,599.

Through negotiations with the supplier under the Sourcewell Purchasing Contract, staff obtained a price of 22,403.52.

The original John Deere tractor, previously approved, was budgeted at \$24,273.85. Purchasing through Kingline will result in a savings of \$1,870.33.

The staff were unable to obtain three quotes for the equipment which could meet the desired timeline. This request is consistent with the amended purchasing policy for the Backwater Golf Club Project.

In an effort to speed the process, the staff is recommending removing this equipment from the lease and purchasing it locally utilizing undesignated pooled cash. By doing this, the general fund would in essence fund the purchase of the tractor to be paid back from the golf course through monthly payments. Utilizing this strategy will save interest as well as meet the immediate need.

GOALS & OBJECTIVES

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

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Communication- To engage, inform and educate public and staff

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

Safety- Ensure the continuous safety of citizens and visitors

Mobility- Provide safe, efficient and accessible means for mobility

Play- Expand recreational and entertainment activities within the City

FINANCIAL IMPACT

The funding for this purchase will come from undesignated fund balance and will be repaid over time from golf course proceeds.

RECOMMENDED ACTION

Staff respectfully requests City Council to amend the lease with John Deere and purchase the tractor utilizing undesignated fund balance from Kingland Equipment of Baker.

Attachments

1. Kingland Equipment Quote
2. John Deere Lease Quote
3. 110719-CNH Case NH Ag - Pricing Information Sourcewell



Kingline Equipment - Baker

1576 Highway 90 West • Baker, FL 32531-9337

(850) 423-0505

www.kinglineequipment.com

Ship To: IN STORE PICKUP

Invoice To: GOLF COURSE
GET
BAKER FL 32531

Branch 03 - BAKER, FL		
Date 12/09/2021	Time 10:48:20 (O)	Page 1
Account No COURS005	Phone No 2292217126	Inv No 01 Q00296
Ship Via		Purchase Order
Tax ID No		
ROXANNE BURDESHAW		Salesperson ARB

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 01/08/2022	Amount
Stock #: 18892	Serial #: LSM0W40RVM0012288		22403.52
Hours: 0			
New 2022 NH WM 40			
New 2022 NEW HOLLAND WM 40 12X12,R3,4WD,140TL			
Subtotal:			22403.52
Quote Total:			22403.52

Authorization: _____

Trade in inspection may be required to confirm condition. Used machines or "as is" with no warranty implied unless stated otherwise. Financing, extended warranty, maintenance plans and PDI insurance is available on most products.

Cantonment
3221 Highway 29 South
Cantonment, FL 32533
(850) 937-9693

Summerdale
19425 State Highway 59
Summerdale, AL 36580
(251) 989-9693

Baker
1576 Highway 90 West
Baker, FL 32531-9337
(850) 423-0505

Dothan
315 Ross Clark Circle
Dothan, AL 36303
(334) 792-9110

Marianna
2948 Highway 71
Marianna, FL 32446
(850) 317-7060

Nashville
747 South Davis Street
Nashville, GA 31639
(850) 937-9693



Quote Summary

Prepared For:

GREAT LIFE GOLF & FITNESS
455 W EISENHOWER RD
LANSING, KS 66043

Prepared By:

Daniel Hicks
Beard Equipment Company
2480 E 1-65 Service Road N
Mobile, AL 36617
Phone: 800-848-8563
dhicks@beardequipment.com

Quote Id: 25067932

Created On: 17 August 2021

Last Modified On: 03 December 2021

Expiration Date: 29 October 2021

Equipment Summary	Selling Price	Qty	Extended
PROGRESSIVE TDR-X 10.5' Roller Mower- Green	\$ 29,700.00 X	2 =	\$ 59,400.00
BUFFALO TURBINE Cyclone KB4 Debris Blower w/ Wireless Remote	\$ 8,469.41 X	1 =	\$ 8,469.41
LELY HR Spreader, 3 Pt. Hitch	\$ 4,127.50 X	1 =	\$ 4,127.50
DAKOTA 410 (Pull) - Electric over Hydraulic w/ Power Pac	\$ 15,108.75 X	1 =	\$ 15,108.75
GREENS GROOMER Electric Lift Greens Groomer w/Premium Black Brushes	\$ 3,683.00 X	1 =	\$ 3,683.00
JOHN DEERE 5055E Utility Tractor	\$ 27,007.53 X	1 =	\$ 27,007.53
JOHN DEERE 520M Loader	\$ 7,135.48 X	1 =	\$ 7,135.48
JOHN DEERE 5055E Utility Tractor	\$ 24,273.85 X	1 =	\$ 24,273.85
AGRIMETAL GR 660-D 13 HP HONDA	\$ 18,127.00 X	1 =	\$ 18,127.00
JOHN DEERE Aercore 800 Aerator	\$ 23,571.29 X	1 =	\$ 23,571.29
JOHN DEERE 2500B RGM GAS - 1TC250BGCHT095564	\$ 14,876.00 X	1 =	\$ 14,876.00
JOHN DEERE 2500B RGM GAS - 1TC250BGPHT100114	\$ 14,876.00 X	1 =	\$ 14,876.00

taking off

Salesperson : X _____

Accepted By : X _____

Confidential

JOHN DEERE 2500B PrecisionCut Riding Greens Mower - Gas - 1TC250BGPHT100114	\$ 14,239.00	X	1	=	\$ 14,239.00
2500B Vertical Cutting Units	\$ 3,899.00	X	1	=	\$ 3,899.00
JOHN DEERE TX 4X2 GAS GATOR	\$ 4,788.00	X	2	=	\$ 9,576.00
JOHN DEERE ProGator 2020A (Gas)	\$ 29,889.88	X	1	=	\$ 29,889.88
TORO 5800 300-Gal Sprayer - PreOwned - Lake Nona Return	\$ 21,818.00	X	1	=	\$ 21,818.00
JOHN DEERE GATOR™ TS (Model Year 2022)	\$ 8,824.22	X	3	=	\$ 26,472.66
Equipment Total					\$ 326,550.35

Quote Summary

Equipment Total	\$ 326,550.35
SubTotal	\$ 326,550.35
Est. Service Agreement Tax	\$ 0.00
Total	\$ 326,550.35
Balance Due	\$ 326,550.35

Salesperson : X _____

Accepted By : X _____

Confidential



Sourcewell (NJPA) - Agricultural Equipment Contract

Contract Number:

Contract Period: May 1, 2020 - April 30, 2024

Eligible Customers: All Sourcewell members in United States

Members Include: Government
Education (K-12 and higher)
Non-profit agencies
and States that have adopted the contract (see below)

**States that have Adopted Sourcewell as their
term contract:**

Member #

Member list: https://sourcewell-mn.gov/contact/member_resources

Need to Join? <https://sourcewell-mn.gov/>

CONTRACT DETAILS	
Contract Pricing	Specified discount off List Price/MSRP plus freight and setup & local delivery.
Lease/Demo Units	Dealers can offer sourcewell members rental and demo equipment that has not been retailed and comes with full warranty (less than 250 hrs) or pro-rated warranty if unit has over 250 hours. The customer will receive the member discount and demo/lease adjustment based on Rent for sale program rates less any service or clean up fees dealer would have incurred.
Third Party Items	Allowed. Third party equipment and/or accessories must be listed on individual line(s) below the contract items.
Trade-In	Allowed. The value is determined by the agency and the local dealer.
Payment	Contact your local dealer for payment options. New Holland accepts checks and Electronic Fund Transfers (pre-arrangements required for EFT).





Sourcewell (NJPA) - Agricultural Equipment Contract

PRICING			
Effective 1-1-20			
Agricultural Equipment	Product Series	Discount off MSRP	List Price Effective
Compact Tractors	Compact Boomers	28%	Current
	Compact WORKMASTER™	28%	Current
Utility Tractors	Utility WORKMASTER™	25%	Current
	Powerstar - Light	30%	Current
	Powerstar - Medium	30%	Current
	Specialty Fruit Tractors	30%	Current
	Specialty Vineyard Tractors	30%	Current
	T5 Series	30%	Current
	T5 Series Tractors	30%	Current
Ag Tractors	TS6 Series Tractors	27%	Current
	T6 Series Tractors	30%	Current
	T7 Series Tractors	32%	Current
	T8 Series Tractors	35%	Current
	T9 Series Tractors	30%	Current
Telehandlers	LM5.25, LM6.28, LM6.32, LM7.42 & LM9.35	25%	Current
Loaders & Implements	Compact Loaders	20%	Current
	TL Series Loaders	20%	Current
	LA Series Loaders	20%	Current
	Implements	20%	Current
Hay & Mowing Equip	Major Hay	25%	Current
	Supporting Hay	25%	Current
Forage Equipment	Self-Propelled	25%	Current
	Pull-Type	25%	Current
Combines & Heads	Combines	25%	Current
	Combine Heads	25%	Current
Seeding	Seeding	25%	Current
Sprayers	Sprayers	25%	Current
Material Handling	Material Handling	25%	Current
Major Hay - Roll-Belt™ Round Balers, Combi Bale Wrapper, RF Series Fixed Chamber Round Balers, Discbine® Disc Mower-Conditioners, Speedrower® Self-Propelled Windrowers, MegaCutter™ Mounted			
Supporting Haytools - Disc Mowers, Haybine® Sickle Mower-Conditioners, Tedders, Rakes, SP Bale Wagons,			



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Kyle Lusk
DATE: 12/9/2021
SUBJECT: Well #8 Emergency Repair

BACKGROUND:

Well #8 is located on Whitehurst Lane. It pumps 240,000 GPD on average. At the beginning of December, it went down and was out of service for nearly a week.

DISCUSSION:

Well #8 failed due to the central column coming apart and cracking. There was no way to repair the column and removing the existing column damaged the pump.

Over 200' of pipe and a new turbine pump was purchased and installed by Donald Smith Company, Inc. The cost of removing the damaged material was \$13,955.00. The cost of the new pipe and pump was \$69,987.00. The cost to assemble, install, and test the new equipment was \$15,145.00. This brought the total repair cost to \$99,087.00.

GOALS & OBJECTIVES

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

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Safety- Ensure the continuous safety of citizens and visitors

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This was an unexpected failure of the well column; therefore, it was not in the 2021-2022 budget. However, contingencies are available to fund the expenditure. The total cost will be reduced once the damaged pipe is sold for scrap.

RECOMMENDED ACTION

Staff respectfully requests the approval of this emergency repair in the amount of \$99,087.00 to insure the efficient operation of Well #8.

Attachments

1. Donald Smith well 8 invoice



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

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ORDINANCE:



Staff Report

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RESOLUTION:

Donald Smith Company, Inc.

746 East Main Street • Headland, Alabama 36345 • (334) 693-2969 • Fax (334) 693-3089

December 8, 2021

Mr. Nick Mcleod
Crestview Water Department
715 N. Ferdon Blvd
Crestview, Florida 32536

RE: Well #8 Turbine Pump Replacement

Dear Mr. Mcleod:

Please note labor for removal is only an estimate at this time, due to the uncertainty of the present issue causing removal.

Labor and equipment cost estimate for removal-----\$13,955.00

Furnish new turbine pump replacement materials, due to the existing damaged beyond repair. We will utilize existing discharge head, gear drive, and motor while replacing all column/shaft assembly including new turbine pump with suction/strainer/ss airline-----\$69,987.00
All new materials to be delivered Monday per vendor. We plan to start installation Tuesday and pumping by Thursday or Friday.

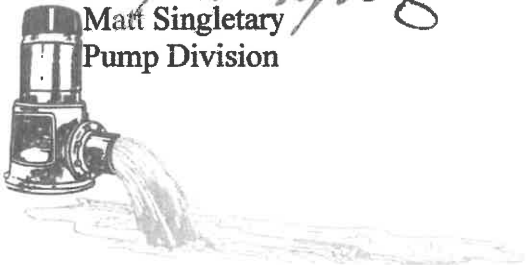
Labor to assemble, load, and install including post testing-----\$15,145.00
Customer to take Bac-t samples

Total Job Cost Not to Exceed-----\$99,087.00

If you have any questions concerning this estimate, please feel free to contact me at any time. We look forward to completing this project in the near future.

Respectfully,


Matt Singletary
Pump Division



Water Wells • Pumps & Service • Utility Construction
Drilling Wells and Pumping Water Since 1946

BRANCH
P.O. Box 38
Shannon, MS 38868
Phone: (662) 767-9777
Fax: (662) 767-3107



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: 2nd Reading

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Dawn Barnes
DATE: 12/8/2021
SUBJECT: Ordinance 1848 - Ferdon Boulevard South Rezoning

BACKGROUND:

On September 21, 2021, staff received an application to amend the zoning designation for property located on Ferdon Boulevard South.

The subject property is currently located within the City of Crestview with a Future Land Use and Zoning designation of Commercial (C) and Commercial High-Intensity District (C-2), respectively.

The application requests the Commercial Low-Intensity District (C-1) zoning designation for the property.

The Planning and Development Board recommended approval on November 1, 2021, and the first reading was on November 8, 2021.

DISCUSSION:

The property description is as follows:

Property Owner: Securcare Moveit Mcallen LLC
Move It Fund I Crestview Land LLC
32-3N-23-0000-0050-002A
Parcel ID: 32-3N-23-0000-0050-0000
05-2N-23-0000-0003-0000
Site Size: 11.07 acres
Current FLU: Commercial (C)
Current Zoning: Commercial High-Intensity District (C-2)
Current Land Use: Commercial & Vacant

The following table provides the surrounding land use designations, zoning districts, and existing uses.

Direction	FLU	Zoning	Existing Use
North	Commercial (C)	Commercial Low-Intensity District (C-1)	Vacant
East	Commercial (C)	Commercial High-Intensity District (C-2)	Commercial
South	Residential (R)	Single-Family Medium-Density Dwelling District (R-2)	Residential

West	Conservation (E) and Okaloosa County Low Density Residential	Conservation (E) and Okaloosa County Residential-1	Vacant
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The subject property is currently developed for commercial use or is vacant, and a development application has not been submitted. Based on the requested land-use and zoning designations, the property could be developed for commercial or multi-family use.

Staff reviewed the request for rezoning and finds the following:

- The proposed zoning is consistent with the proposed future land use designation.
- The uses within the requested zoning district are compatible with uses in the adjacent zoning districts.
- The requested use is not substantially more or less intense than allowable development on adjacent parcels.

Courtesy notices were mailed to property owners within 300 feet of the subject property on October 11, 2021. The property was posted on October 19, 2021. An advertisement ran in the Crestview News Bulletin on October 20, 2021.

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.

Financial Sustainability – Achieve long term financial sustainability.

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

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

Community Character – Promote desirable growth with a hometown atmosphere.

Opportunity – Promote an environment that encourages economic and educational opportunity.

Community Culture – Develop a specific identity for Crestview.

FINANCIAL IMPACT

The fees for the rezoning request were \$750.00. The cost of advertising was \$206.18.

RECOMMENDED ACTION

Staff respectfully requests adoption of Ordinance 1848 on Second Reading.

Attachments

1. Exhibit Packet

ORDINANCE: 1848

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, PROVIDING FOR THE REZONING OF 11.07 ACRES, MORE OR LESS, OF REAL PROPERTY, LOCATED IN SECTION 32, TOWNSHIP 3 NORTH, RANGE 23 WEST AND SECTION 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, FROM THE COMMERCIAL HIGH-INTENSITY DISTRICT (C-2) ZONING DISTRICT TO THE COMMERCIAL LOW-INTENSITY DISTRICT (C-1) 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.

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1 – AUTHORITY. The authority for enactment of this ordinance is Section 166.041, Florida Statutes and Chapter 102, City Code.

SECTION 2 – PROPERTY REZONED. The following described 11.07 acres, more or less, of real property lying within the corporate limits of Crestview, Florida, with 11.07 acres, more or less, being formerly zoned Commercial High-Intensity District (C-2) with the Commercial (C) Future Land Use Map designation, is hereby rezoned to Commercial Low-Intensity District (C-1) to wit:

PIN # 32-3N-23-0000-0050-002A

A PARCEL OF LAND IN THE SW 1/4 OF THE SW1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA AND BEING A PORTION OF THAT PARCEL RECORDED IN OFFICIAL RECORD BOOK 1820 AT PAGE 930 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF THE SW1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA AND RUN N88°51'20"W, ALONG THE SOUTH LINE OF SAID SECTION, 1546.42 FEET, MORE OR LESS TO THE POINT OF BEGINNING OF THAT PARCEL RECORDED IN OFFICIAL RECORD BOOK 1820 AT PAGE 930 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE N11°48'24"E, ALONG THE WESTERLY LINE OF SAID PARCEL, 168.19 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF SAID PARCEL AND THE POINT OF BEGINNING; THENCE CONTINUE N11°48'24"E, ALONG SAID WESTERLY LINE FOR A DISTANCE OF 168.19 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S89°01'35"E ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 218.97 FEET, THENCE S01°06'25"E A DISTANCE OF 165.55 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID PARCEL; THENCE N88°57'06"W, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 250.36 FEET TO CLOSE ON THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.89 ACRES, MORE OR LESS.

PIN # 32-3N-23-0000-0050-0000 & 05-2N-23-0000-0003-0000

PARCEL A:

COMMENCING AT THE HALF SECTION CORNER ON THE NORTH LINE OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, RUN WEST ALONG THE NORTH SECTION LINE, 617 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF STATE ROAD 85 AND THE POINT OF BEGINNING; THENCE SOUTH 04 DEGREES 00 MINUTES 21 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 235.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 27 SECONDS WEST, 700 FEET; THENCE SOUTH 04 DEGREES 01 MINUTE 19 SECONDS WEST, 797.53 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 53 SECONDS WEST, 280.19 FEET; THENCE NORTH 04 DEGREES 02 MINUTES 21 SECONDS EAST, 1034.37 FEET TO SAID NORTH LINE OF SECTION 5; THENCE SOUTH 89 DEGREES 30 MINUTES 36 SECONDS EAST ALONG SAID NORTH LINE, 979.70 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING TWO (2) PARCELS:

PARCEL 1:

COMMENCE AT THE HALF-SECTION CORNER ON THE NORTH LINE OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, RUN WEST ALONG THE NORTH SECTION LINE, 617.0 FEET, MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF STATE ROAD 85; THENCE SOUTH 04 DEGREES 00 MINUTES 21 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 130 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE SOUTH 04 DEGREES 00 MINUTES 21 SECONDS WEST 305.0 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 27 SECONDS WEST, 700 FEET; THENCE NORTH 04 DEGREES 01 MINUTES 19 SECONDS EAST, 305.01 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 27 SECONDS EAST, 699.91 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED NORTH 89 DEGREES 36 MINUTES 04 SECONDS WEST, A DISTANCE OF 561.66 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY #85, (170.0 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE DEPARTING THE NORTH LINE OF SAID SECTION 5, PROCEED SOUTH 04 DEGREES 00 MINUTES 21 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 130.0 FEET; THENCE DEPARTING THE WESTERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY #85, PROCEED NORTH 89 DEGREES 41 MINUTES 27 SECONDS WEST, A DISTANCE OF 400.08 FEET; THENCE PROCEED NORTH 04 DEGREES 00 MINUTES 21 SECONDS EAST, A DISTANCE OF 130.62 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 5; THENCE PROCEED SOUTH 89 DEGREES 36 MINUTES 04 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 400.04 FEET TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCING AT THE HALF SECTION CORNER ON THE NORTH LINE OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, RUN WEST ALONG THE NORTH SECTION LINE, 617 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF STATE ROAD 85 AND THE POINT OF BEGINNING; THENCE NORTH 04 DEGREES 00 MINUTES 21 SECONDS EAST, 167.19 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 50 SECONDS WEST, 961.70 FEET; THENCE SOUTH 10 DEGREES 11 MINUTES 17 SECONDS WEST, 167.41 FEET; THENCE SOUTH 89 DEGREES 30

MINUTES 36 SECONDS EAST, 979.70 FEET TO THE POINT OF BEGINNING, LYING IN SECTION 32, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING TWO (2) PARCELS:

PARCEL 1:

COMMENCING AT THE HALF SECTION CORNER LINE OF THE NORTH LINE OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, RUN WEST ALONG NORTH SECTION LINE, 617 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF STATE ROAD 85 AND THE POINT OF BEGINNING; THENCE NORTH 04 DEGREES 00 MINUTES 21 SECONDS EAST, 150.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE DEPARTING RIGHT OF WAY PROCEED NORTH 89 DEGREES 37 MINUTES 45 SECONDS WEST, 700.00 FEET; THENCE SOUTH 4 DEGREES 00 MINUTES 21 SECONDS WEST, 150.00 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 45 SECONDS EAST, 700.00 FEET TO THE POINT OF BEGINNING, LYING IN SECTION 32, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA.

PARCEL 2:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, RUN NORTH 89°37'45" WEST ALONG THE NORTH SECTION LINE, 562.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 85; THENCE RUN NORTH 04°04'11" EAST ALONG SAID RIGHT OF WAY LINE, 150.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 04°01'11" EAST ALONG SAID RIGHT OF WAY, 17.19 FEET; THENCE RUN NORTH 89°37'45" WEST, 700.0 FEET; THENCE RUN SOUTH 03°59'09" WEST, 17.19 FEET; THENCE SOUTH 89°37'45" EAST, 700.0 FEET TO THE POINT OF BEGINNING, LYING IN SECTION 32, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA.

SECTION 3 – MAP UPDATE. The Crestview Zoning Map, current edition, is hereby amended to reflect the above changes concurrent with passage of this ordinance, which is attached hereto.

SECTION 4 – SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5 – SCRIVENER’S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager’s designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 6 – ORDINANCE TO BE LIBERALLY CONSTRUED. This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 7 – REPEAL OF CONFLICTING CODES, ORDINANCES, AND RESOLUTIONS. All Charter provisions, codes, ordinances and resolutions or parts of charter provisions, codes, ordinances and resolutions or portions thereof of the City of Crestview, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 8 – EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption.

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

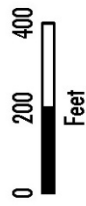
ATTEST:

Maryanne Schrader, City Clerk

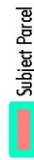
APPROVED BY ME THIS _____ **DAY OF** _____, 2021.

J. B. Whitten
Mayor

Adopted Zoning



Legend



City Zoning

Single Family Low Density District (R-1)

Single Family Medium Density District (R-2)

Single and Multi-Family Dwelling District (R-3)

Mixed Use (MU)

Commercial (C-1)

Commercial (C-2)

Industrial (IN)

Public Lands (P)

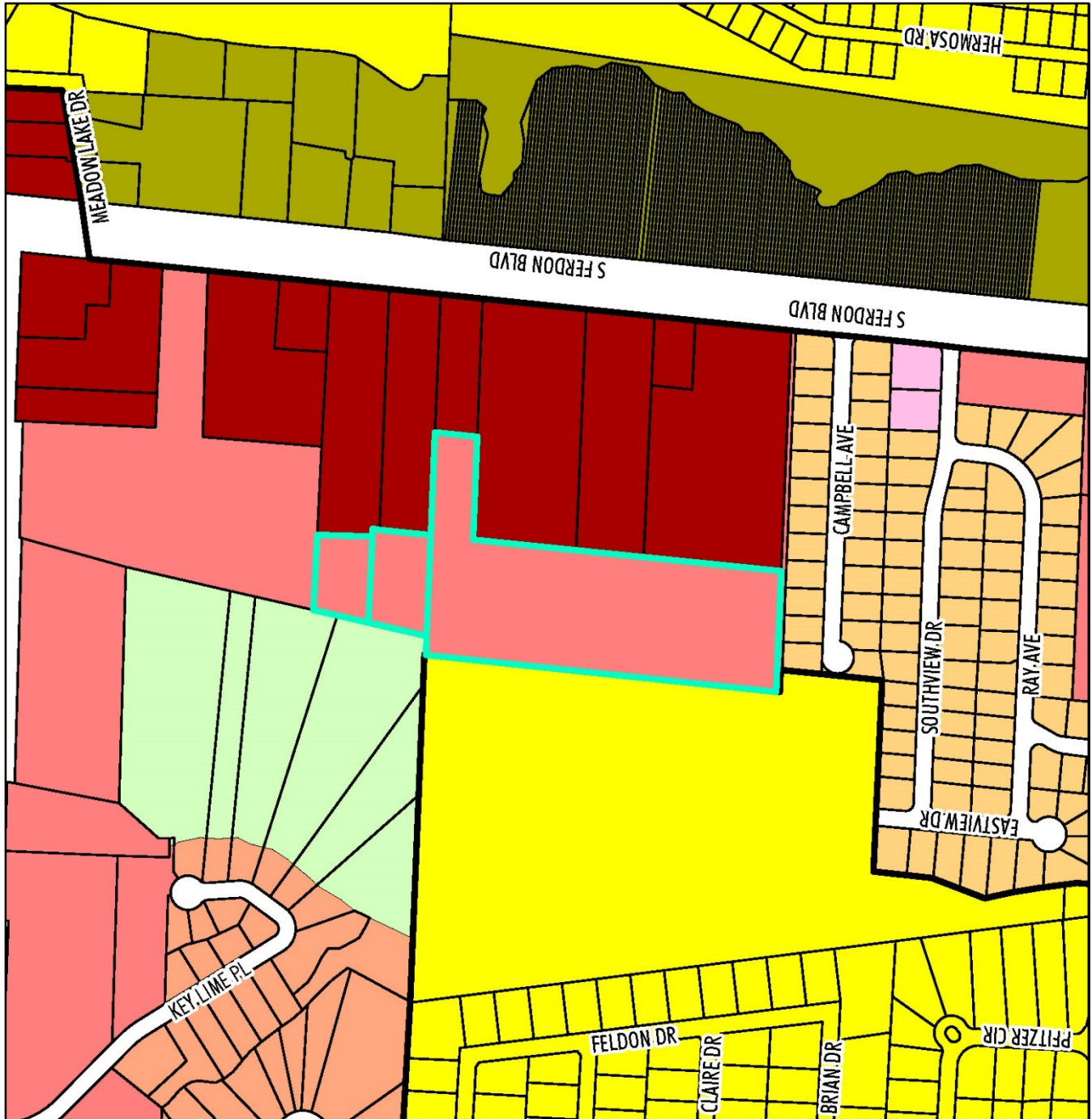
Conservation (E)

County Zoning

Residential - 1 (R-1)

Mixed Use (MU)

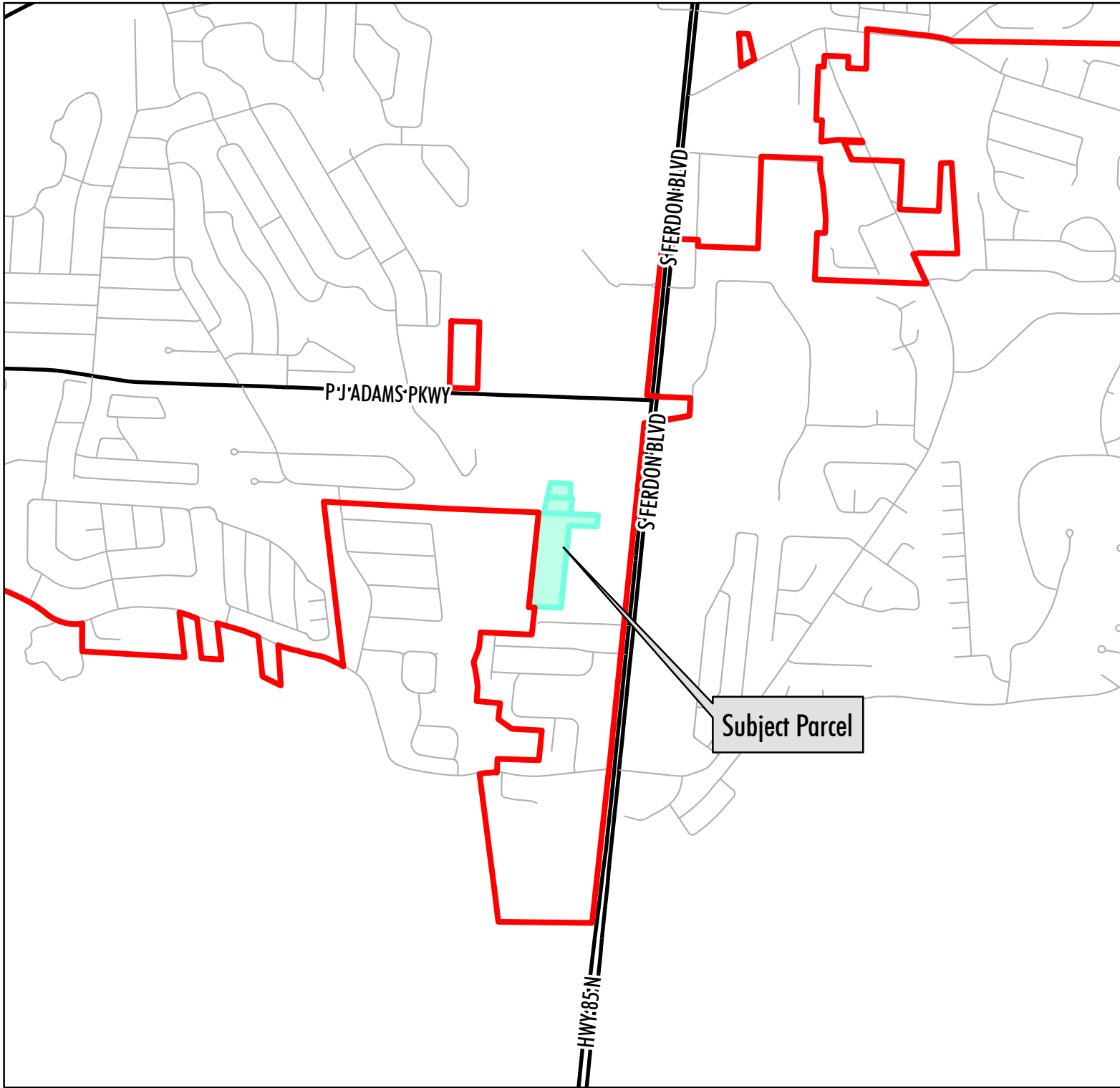
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



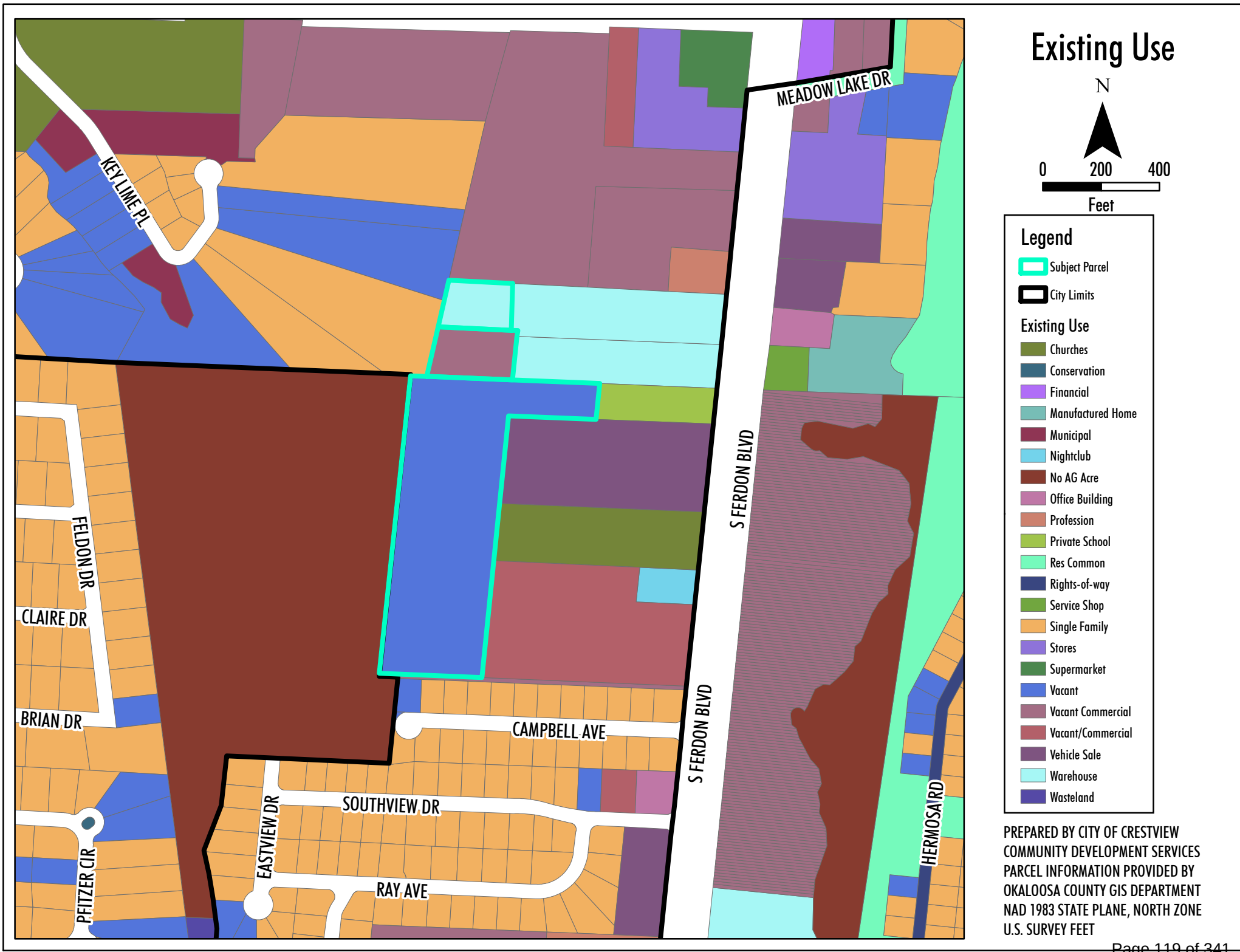
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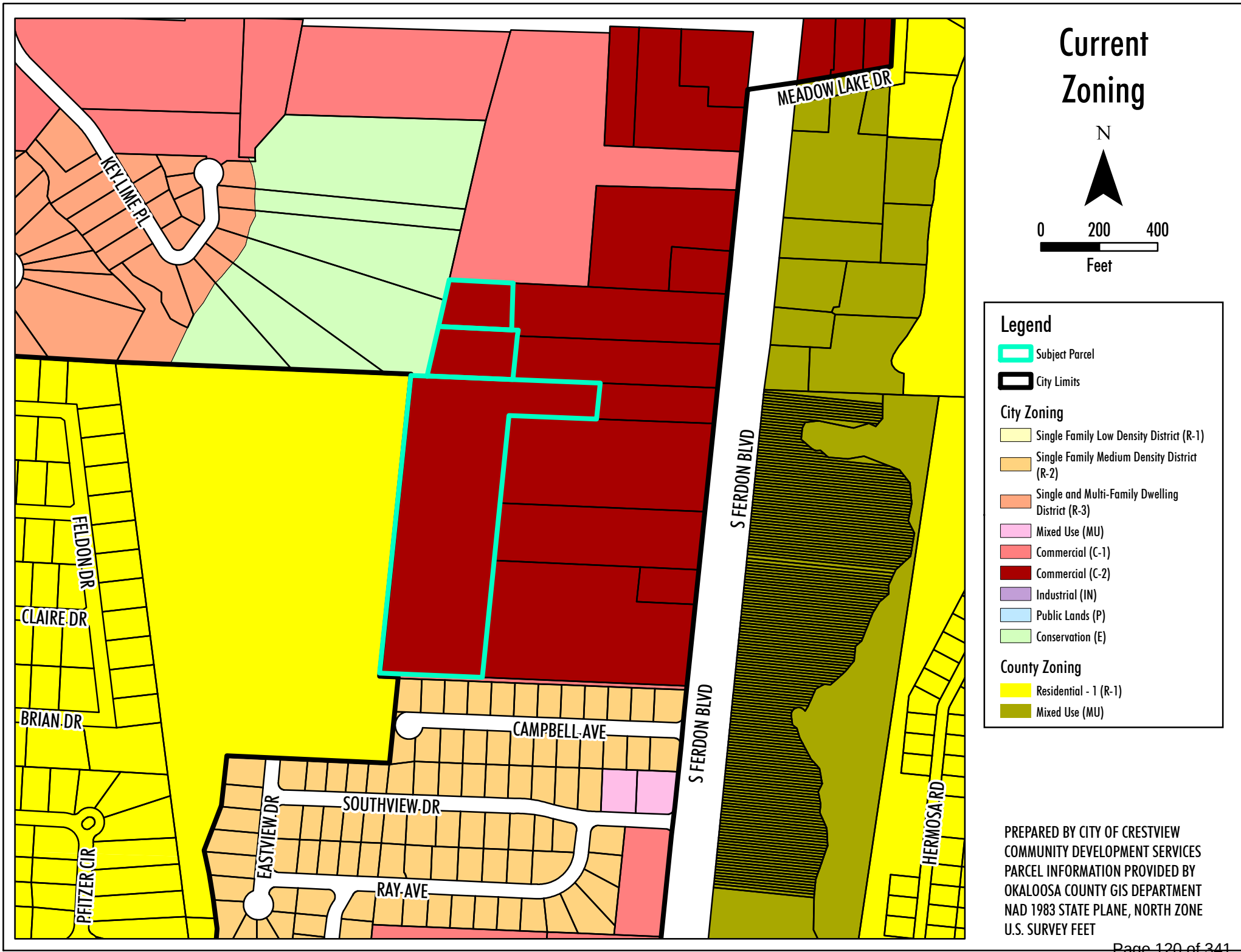
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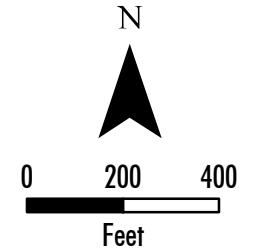
PREPARED BY CITY OF CRESTVIEW
COMMUNITY DEVELOPMENT SERVICES
PARCEL INFORMATION PROVIDED BY
OKALOOSA COUNTY GIS DEPARTMENT
NAD 1983 STATE PLANE, NORTH ZONE
U.S. SURVEY FEET



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



Proposed Zoning



Legend

Subject Parcel

City Limits

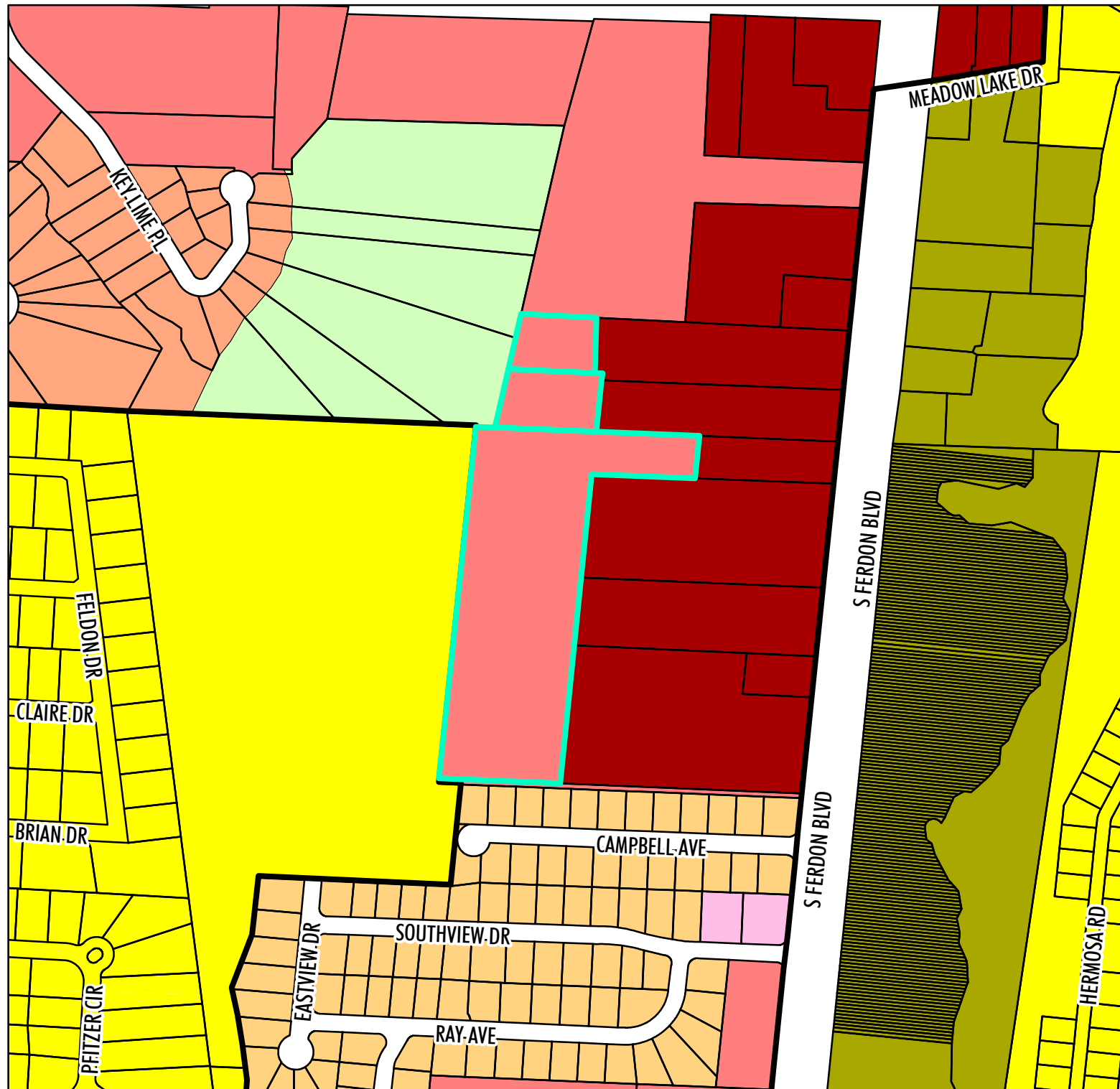
City Zoning

- Single Family Low Density District (R-1)
- Single Family Medium Density District (R-2)
- Single and Multi-Family Dwelling District (R-3)
- Mixed Use (MU)
- Commercial (C-1)
- Commercial (C-2)
- Industrial (IN)
- Public Lands (P)
- Conservation (E)

County Zoning

- Residential - 1 (R-1)
- Mixed Use (MU)

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





Staff Report

PLANNING AND DEVELOPMENT

BOARD MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Ordinance

TO: Planning and Development Board
CC: City Manager and City Attorney
FROM: Community Development Services
DATE: 12/9/2021
SUBJECT: Ordinance 1849 Property Rights Element of the Comprehensive Plan

BACKGROUND:

On June 28, 2021, House Bill 59 was signed, modifying Chapter 163.3177, Florida Statutes, to require local government comprehensive plans to contain a Property Rights Element.

DISCUSSION:

Pursuant to the requirements of 163.3177, this amendment will add a Property Rights Element as Chapter 18 of our Comprehensive Plan. The new element contains the rights that shall be considered in local decision making, as required by, and spelled out in F.S. 163.3177(i).

The state Department of Economic Opportunity will not review any comprehensive plan amendment packages (including future land use map amendments accompanying annexations larger than 10 acres) without this element being included in the comprehensive plan, or amendment package.

GOALS & OBJECTIVES

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

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

Community Character- Promote desirable growth with a hometown atmosphere

FINANCIAL IMPACT

This item will have no impact on the city budget.

RECOMMENDED ACTION

Staff respectfully requests approval of this item and to send it to the City Council for first reading.

Attachments

1. Attachment 1

ORDINANCE: 1849

AN ORDINANCE PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR AUTHORITY; 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

BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA AS FOLLOWS:

SECTION 1 – COMPREHENSIVE PLAN AMENDMENT. This ordinance hereby amends the City of Crestview Comprehensive Plan with the addition of Chapter 18 – Property Rights Element, as attached to this ordinance (Attachment 1).

SECTION 2 – AUTHORITY. The authority for enactment of this ordinance is Chapter 171, Florida Statutes, and Section 2 of the City Charter.

SECTION 3 – FILING. Upon passage, the City Clerk is directed to file a copy of this ordinance with the Clerk of Circuit Court of Okaloosa County and with the Florida Department of the State.

SECTION 4 - SEVERABILITY. If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or application of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5 - SCIVENER'S ERRORS. The correction of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Manager or the City Manager's designee, without public hearing, by filing a corrected or re-codified copy with the City Clerk.

SECTION 6 - ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 7 – REPEALER. All Ordinances or parts of Ordinances herewith be and the same are hereby repealed.

SECTION 8 - EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption.

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

ATTEST:

MARYANNE SCHRADER
City Clerk

APPROVED BY ME THIS _____ DAY OF _____, 2021.

JB WHITTEN
Mayor

CHAPTER 18

PROPERTY RIGHTS ELEMENT

Section 18.01 Purpose: The purpose of this element is to implement requirements of House Bill 59, signed by the Governor on June 28, 2021. This bill modified Chapter 163.3177, Florida Statutes (F.S.), to require local government comprehensive plans to contain a Property Rights Element. The purpose of this Element, per Chapter 163.3177(i), is to identify property rights that shall be considered in local decision-making.

Section 18.02 Assessment and Conclusions: As stated in Section 18.01, this Element meets the statutory requirements of Chapter 163.3177, F.S.

Section 18.03 Goals, Objectives and Policies: The Goals, Objectives and Policies of this Element are as follows:

GOAL 18.A - The City of Crestview will respect judicially acknowledged and constitutionally protected private property rights.

Objective 18.A.1 - The City shall consider property rights during local decision-making processes.

Policy 18.A.1.1 – The following rights shall be considered in local decision-making:

- (1) The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
- (2) The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
- (3) The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
- (4) The right of a property owner to dispose of his or her property through sale or gift.



Staff Report

CITY COUNCIL MEETING DATE: December 13, 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: 12/9/2021
SUBJECT: Issuance of Capital Improvement Revenue Bonds Series 2021

BACKGROUND:

At the September 13, 2021 meeting, City Council approved Resolution No. 2021-25. The purpose of the resolution was to establish the City's intent to reimburse certain capital expenditures incurred with proceeds of a future financing.

In June, 2021, the Council approved engaging the services of MW Financial Advisory Services, LLC to provide financial consulting services. MW Financial Advisory Services, LLC (MWFAS) is a registered municipal advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

DISCUSSION:

On November 2, 2021, Request for Proposals (RFP) were distributed to approximately sixty (60) Financial Institutions. The RFP's were due back to MWFAS by November 22, 2021 at 11:00 am CST. Three (3) institutions submitted a proposal. (A summary of which has been provided)

Upon review of the proposals, The Committee (consisting of the City Manager, Finance Director and the MWFAS representative) summarized the following:

- Interest rates ranged from 2.72% to 3.25%
- All proposals offered a 15 year term, with one also offering a 20.5 year term
- Legal Fees ranged from \$0.00 - \$7,500
- Proposals had similar levels of restrictions on loan prepayments.

Due to a term length of 20.5 years and a competitive interest rate of 3.07%, the committee recommends Sterling National Bank.

The total loan proceeds will be \$2,575,000 with \$2,500,000 to reimburse the city for expenditures related to Blackwater Golf Club and \$75,000 to pay cost of issuance.

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 principal portion of debt service payments will commence on June 1, 2023. The interest portion will be paid semi-annually on June 1st and December 1st, commencing on June 1, 2022. Total annual debt service payments will be approximately \$175,000 to be paid from non-Ad Valorem revenues of the City.

RECOMMENDED ACTION

Staff respectfully requests City Council approval in seeking the adoption of Resolution No. 2022-5 authorizing the issuance of a \$2,575,000 Capital Improvement Revenue Bond Series to reimburse the City for expenditures related to improvements to Blackwater Golf Club and to pay related fees.

Attachments

1. Summary of Crestview Bank Proposals Capital Improvement 2021
2. Resolution 2021 - Taxable Capital Improvement Revenue Bonds

RESOLUTION: 2022- 5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA AUTHORIZING THE ISSUANCE OF A \$2,575,000 TAXABLE CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2022 TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF VARIOUS CAPITAL IMPROVEMENTS AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING THAT THE BOND SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM A COVENANT TO BUDGET, APPROPRIATE AND DEPOSIT NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE BOND; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA:

SECTION 1: Authority for this Resolution. This resolution is adopted pursuant to the Florida Constitution, Chapter 166, Florida Statutes, the City Charter, and other applicable provisions of law (collectively, the “Act”).

SECTION 2: Definitions. The following words and phrases shall have the following meanings when used herein:

"Act" shall have the meaning ascribed thereto in Section 1 hereof.

"Bond" shall mean the Bond of the Issuer authorized by Section 4 hereof.

"Bond Counsel" shall mean Bryant Miller Olive P.A., or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Business Day" shall mean any day except any Saturday or Sunday or day on which the Principal Office of the Owner is lawfully closed.

"City Attorney" shall mean the City Attorney or any deputy or assistant City Attorney of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"City Manager" shall mean the City Manager or any deputy or assistant, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Debt Service Fund" shall mean the Debt Service Fund established with respect to the Bond pursuant to Section 9 hereof.

"Finance Director" shall mean the Finance Director or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"General Fund" means the "General Fund" of the Issuer as described and identified in the Comprehensive Annual Financial Report of the Issuer.

"Interest Payment Date" shall mean each June 1 and December 1.

"Issuer" shall mean the City of Crestview, Florida, a political subdivision of the State of Florida.

"Mayor" shall mean the Mayor of the Issuer, or in his or her absence, the Vice Mayor of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Non-Ad Valorem Revenues" means all legally available non-ad valorem revenues of the Issuer; provided, however that Non-Ad Valorem Revenues shall (a) be received by the Issuer from sources other than the levy of ad valorem taxes upon property, and (b) not be restricted by law so as to be unable to be applied to pay the debt

service on the Bond and other Issuer debt secured by Non-Ad Valorem Revenues, and to make the other payments, if any, required under the Bond or hereunder.

"Original Lender" shall mean Sterling National Bank.

"Owner" or "Owners" shall mean the Person or Persons in whose name or names the Bond shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

"Person" shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" shall mean the Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided herein and amounts on deposit from time to time in the Debt Service Fund and the Project Fund.

"Principal Office" shall mean, with respect to the Original Lender, the office located at 500 Seventh Avenue, 3rd Floor, New York, NY 10018, Attention: Public Sector Finance, or such other office as the Original Lender may designate to the Issuer in writing.

"Principal Payment Date" shall mean each June 1.

"Project" shall mean the acquisition, construction and equipping of capital improvements to the Blackwater Golf Club.

"Project Fund" shall mean the Project Fund established with respect to the Bond pursuant to Section 10 hereof.

"Resolution" shall mean this Resolution, pursuant to which the Bond is authorized to be issued, including any supplemental resolutions hereto.

"State" shall mean the State of Florida.

SECTION 3: Findings.

(A) For the benefit of its inhabitants, the Issuer finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its inhabitants to finance the costs of the Project. Issuance of the Bond to finance the costs of the Project satisfies a paramount public purpose.

(B) Debt service on the Bond will be secured by the Issuer's covenant to budget and appropriate Non-Ad Valorem Revenues and by a pledge of the Pledged Revenues as provided herein. The Pledged Revenues will be sufficient to pay the principal and interest on the Bond herein authorized, as the same become due, and to make all deposits required by this Resolution.

(C) Debt service on the Bond and all other payments hereunder shall be payable solely from moneys deposited in the manner and to the extent provided herein. The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Bond or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The Bond shall not constitute a lien on any property owned by or situated within the limits of the Issuer, except the Pledged Revenues.

(D) It is estimated that Non-Ad Valorem Revenues will be available, after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on the Bond and all other payment obligations hereunder.

(F) The Issuer has received an offer from the Original Lender to acquire the Bond.

SECTION 4: Authorization of Bond. Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as City of Crestview, Florida Taxable Capital Improvement Revenue Bond, Series 2022 is hereby authorized to be issued under and secured by this Resolution, in the principal amount of not to exceed \$2,575,000 for the purpose of providing funds to finance the costs of the Project and pay the costs of issuing the Bond. Because of the characteristics of the Bond, including prevailing market conditions and the

taxable nature of the Bond and the Project, it is in the best interest of the Issuer to accept the offer of the Original Lender to acquire the Bond at a private negotiated sale. Prior to the issuance of the Bond, the Issuer shall receive from the Original Lender a Lender's Certificate, the form of which is attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

In consideration of the extension of credit to the Issuer by the Original Lender by paying a purchase price and acceptance of the Bond authorized to be issued hereunder by those who shall be the Owner thereof from time to time, this Resolution shall constitute a contract between the Issuer and the Original Lender and any subsequent Owner.

SECTION 5: Description of the Bond. The Original Lender is making a loan to the Issuer that is evidenced by the Bond. The Bond shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Original Lender, and shall have such other terms and provisions, including an interest rate, principal and interest payment terms, maturity date and redemption provisions as stated herein and/or in the form of the Bond attached hereto as Exhibit A. The Bond is to be in substantially the form set forth on Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor. The Bond shall be executed on behalf of the Issuer with the manual signature of the Mayor and shall be attested and countersigned with the manual signature of the City Manager. In case any one or more of the officers who shall have signed or sealed the Bond shall cease to be such officer of the Issuer before the Bond so signed and sealed has been actually sold and delivered, the Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed the Bond had not ceased to hold such office. The Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of the Bond shall hold the proper office of the Issuer, although, at the date of the execution of the Bond, such person may not have held such office or may not have been so authorized.

SECTION 6: Registration and Exchange of Bond; Persons Treated as Owners. The Bond is initially registered to the Original Lender. So long as the Bond shall remain unpaid, the Issuer will keep books for the registration and transfer of the Bond. The Person in whose name the Bond shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal and interest on the Bond shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

The transfer of the Bond may be registered only upon the books kept for the registration thereof by the Finance Director who shall serve as registrar for the Bond and registration of transfer thereof upon surrender thereof to the Issuer together with an assignment duly executed by the Owner or its attorney or legal representative in the form of the assignment set forth on the form of the Bond; provided, however, that the Bond may be transferred only in whole and not in part and only to (i) an affiliate of the Owner, or (ii) banks, insurance companies or other financial institutions and their affiliates, that executes and delivers to the Issuer a certificate substantially in the form attached hereto as Exhibit B. Nothing herein shall limit the right of the Owner or its assignees to sell or assign participation interests in the Bond to one or more entities listed in (i) or (ii) of this paragraph. In the case of any such registration of transfer, the Issuer shall execute and deliver in exchange for the applicable Bond a new Bond registered in the name of the transferee. In all cases in which the Bond shall be transferred hereunder, the Issuer shall execute and deliver at the earliest practicable time a new Bond in accordance with the provisions of this Resolution. The Issuer may make a charge for every such registration of transfer of the Bond sufficient to reimburse it for any tax or other governmental charges required to be paid (other than a tax or other governmental charge imposed by the Issuer) with respect to such registration of transfer, but no other charge shall be made for registering the transfer. The Bond shall be issued in fully registered form and shall be payable in any coin or currency of the United States.

The registration of transfer of the Bond on the registration books of the Issuer shall be deemed to affect a transfer of the rights and obligations of the Owner under this Resolution to the transferee.

SECTION 7: Payment of Principal and Interest; Limited Obligation.

The Issuer promises that it will promptly pay the principal of and interest on the Bond at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Bond is secured by a pledge of and lien upon the Pledged Revenues in the manner of and to the extent described herein. The Bond shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No Owner of the Bond issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay the Bond, or be entitled to payment of the Bond from any funds of the Issuer except from the Pledged Revenues as described herein.

SECTION 8: Covenant to Budget and Appropriate. (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Bond not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such appropriations in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner of the Bond a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a lien on and pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder and under the Bond shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no Owner of the Bond nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. The obligation of the Issuer to budget, appropriate, deposit and make payments hereunder and under the Bond from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer. Notwithstanding any provisions of this Resolution or the Bond to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues.

The covenant to budget and appropriate for the purposes and in the manner stated herein shall have the effect of

making available for the payment of the Bond, in the manner and to the extent described herein, Non-Ad Valorem Revenues, and placing on the Issuer a positive duty to appropriate and budget, by amendment, if necessary, and deposit into the Debt Service Fund, amounts sufficient to meet its obligations hereunder. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer and is further subject to the provisions of Section 166.241, Florida Statutes insofar as there are not sufficient Non-Ad Valorem Revenues in the General Fund to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer.

SECTION 9: Debt Service Fund.

(A) There is hereby created and established the "City of Crestview, Florida Taxable Capital Improvement Revenue Bond, Series 2022 Debt Service Fund," which fund shall be a trust fund held by the Issuer, which shall be held solely for the benefit of the Owner of the Bond. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State of Florida. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The Issuer may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner of the Bond, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

(B) Until applied in accordance with this Resolution, any amounts on deposit in the Debt Service Fund from time to time in the funds and accounts established herein, plus any earnings thereon, shall be pledged to the repayment of the Bond.

SECTION 10. Application of Proceeds of Bond. Proceeds from the sale of the Bond shall be used by the Issuer to pay the costs of the Project and pay the associated costs of issuance (including but not limited to legal and financial advisory fees and expenses). The Issuer shall pay all costs and expenses in connection with the preparation and issuance of the Bond.

The Issuer hereby covenants that it will establish with a depository in the State of Florida, which is a member of the Federal Deposit Insurance Corporation and which is eligible under the laws of the State of Florida to receive municipal funds, one fund to be known as the "City of Crestview, Florida Taxable Capital Improvement Revenue Bond, Series 2022 Project Fund" (the "Project Fund").

Proceeds from the Bond herein authorized shall be deposited into the Project Fund and shall be used as described above. When reimbursement of the costs of the Project has been completed and all transactions costs have been paid in full, all funds remaining in the Project Fund, if any, shall be used to prepay all or a portion of the Bond. Any such prepayment shall not be subject to any prepayment premium as further provided in the form of the Bond attached hereto as Exhibit A. All moneys deposited in said Project Fund shall be and

constitute a trust fund created for the purposes stated, and there is hereby created a lien upon such fund in favor of the Owner of the Bond until the moneys thereof shall have been applied in accordance with this Resolution. The money in such Fund shall be continuously secured until such time as the Bond is paid in full in the same manner as state and municipal deposits are authorized to be secured by the laws of the State of Florida.

The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. All of such funds, except as hereinafter provided, shall be continuously secured in the same manner as municipal deposits of funds are required to be secured by the laws of the State of Florida. Moneys on deposit to the credit of all funds and account created hereunder may be invested pursuant to applicable law and the Issuer's investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, except as expressly provided in this Resolution, and any loss resulting from such investment shall likewise be charged to said fund or account.

SECTION 11: Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Bond except with the written consent of all of the Owner of the Bond.

SECTION 12: Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Bond is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owners.

SECTION 13: Bond Mutilated, Destroyed, Stolen or Lost. In case the Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and in substitution for the mutilated Bond, or in lieu of and in substitution for the Bond destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Bond so surrendered shall be canceled.

SECTION 14: Impairment of Contract. The Issuer covenants with the Owner of the Bond that it will not, without the written consent of the Owner of the Bond, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Bond hereunder.

SECTION 15: Financial Information. At no cost to the Owner, the Issuer shall provide the Owner of the Bond with its budget for each fiscal year, within 30 days of its adoption, annual financial statements for each fiscal year of the Issuer when available and in no event later than 270 days following the close of such fiscal year, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant and accompanied by an audit opinion of such accountant without qualification, and such other information as the Owner may reasonably request. Notwithstanding anything herein to the contrary, failure to provide such annual financial statements by such date shall not constitute an event of default pursuant to clause (ii) of Section 18 hereof. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied. Such financial information and other information may be in electronic form.

While the Bond remains outstanding, the Issuer agrees that (i) any and all financial records of the Issuer not made confidential by statute shall be open to inspection by the Owner or its representatives at all reasonable times at the office of the Issuer, (ii) the Issuer shall maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated city and shall upon request of the Owner provide evidence of such coverage to the Owner, (iii) the Issuer is in compliance and shall comply with all applicable federal, state, and local laws and regulatory requirements, (iv) books and records of the Issuer shall be kept in which complete and correct entries shall be made in accordance with generally accepted accounting principles, and (v) the Issuer will take all reasonable legal action within its control in order to maintain its existence as a municipality of the State, and will not voluntarily dissolve.

SECTION 16: Events of Default; Remedies of Owner of the Bond. The following shall each constitute an Event of Default: (i) if the Issuer fails to pay any payment of principal of or interest on the Bond as the same becomes due and payable, whether by maturity or otherwise; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Bond (other than set forth in (i) above) and fails to cure the same within thirty (30) days; (iii) any representation or warranty made in writing by or on behalf of the Issuer in this Resolution or the Bond shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or (iv) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismissed or undischarged.

Upon the occurrence and during the continuation of any Event of Default, the Owners of the Bond may, in addition to any other remedies set forth in this Resolution or the Bond, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer or by any officer thereof. In case of an Event of Default, the Issuer shall also be obligated to pay as part of the indebtedness evidenced by the Bond, all costs of collection and enforcement thereof, including such reasonable attorneys' fees as may be incurred by the Owner, including on appeal or incurred in any proceeding under any bankruptcy laws as they now or hereafter exist.

SECTION 17: Anti-Dilution Test. As a condition precedent to the issuance of any debt or the incurrence of any other obligations which are secured by and/or payable from Non-Ad Valorem Revenues, the Issuer agrees to certify that it is in compliance with the following: The annual Non-Ad Valorem Revenues received by the City less essential government expenditures for the prior audited fiscal year for which audited financial statements are available equals at least 1.20 times the existing and projected maximum annual debt service on existing obligations and the proposed obligations payable from or secured by Non-Ad Valorem Revenues calculated as provided in Exhibit D attached hereto. Debt service on an obligation, the secondary source of payment for which is a covenant to budget and appropriate from Non-Ad Valorem Revenues need only be included in the calculation if the City has used or reasonably expects to apply Non-Ad Valorem Revenues to the payment of debt service, directly or indirectly, on such obligations and only to the extent that amounts other than Non-Ad Valorem Revenues available and pledged to pay such obligations during the prior fiscal year for which audited financial statements are available were less than the maximum annual debt service for such obligations for the then current or any subsequent fiscal year.

For the purposes of these covenants, "maximum annual debt service" means the lesser of the actual maximum annual debt service on all such debt and other obligations, or 15% of the original par amount of such debt and other obligations, in each case, secured by and/or payable solely from the Issuer's Non-Ad Valorem Revenues. As used above, the term "maximum annual debt service" shall only include debt service that the Issuer reasonably expects to apply Non-Ad Valorem Revenues to actually pay; provided however, notwithstanding the foregoing, maximum annual debt service shall include the debt service on any debt which has pledged any of

the Issuer's Non-Ad Valorem Revenues or is secured solely by a covenant to budget and appropriate Non-Ad Valorem Revenues. For the purpose of calculating maximum annual debt service on any indebtedness which bears interest at a variable rate, such indebtedness shall be deemed to bear interest at the greater of (i) 7% per annum or (ii) the actual interest rate borne by the variable rate debt for the month immediately preceding such calculation.

SECTION 18: Business Days. In any case where the due date of interest on or principal of the Bond is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

SECTION 19. General Authority. The members of the City Council of the Issuer, the City Manager, the Finance Director, the City Attorney and all other of the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or any supplemental resolution hereto or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bond and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the Original Lender to effectuate the purchase of the Bond by the Original Lender.

SECTION 20. No Third Party Beneficiaries. Except such other Persons as may be expressly described herein or in the Bond, nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any Person, other than the Issuer and the Owners, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof or thereof, or of the Bond, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Owners.

SECTION 21. No Personal Liability. Neither the members of the City Council of the Issuer, the City Manager, the Finance Director, the City Attorney, all other of the Issuer's officers, attorneys and other agents and employees, nor any person executing the Bond shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 22: Patriot Act. The Lender hereby notifies the Issuer that, pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Issuer, which information includes the name and address of the Issuer and other information that will allow the Lender to identify the Issuer in accordance with the Patriot Act. The Issuer represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Issuer further represents and warrants to the Lender that the Issuer and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

SECTION 23. Waiver of Jury Trial. To the extent permitted by applicable law, each of the Issuer and the Lender irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Issuer and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Resolution, the Bond or any other document related to the issuance thereof. This provision is a material inducement for the Lender's determination to acquire the Bond and for the parties to enter into the documents related thereto.

SECTION 24. Governing Law. The provisions of this Resolution shall be governed by the laws of the State of Florida.

SECTION 25: Role of Lender. The parties hereto acknowledge and agree that the Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to the Bond, this Resolution and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Issuer has been informed that the Issuer should discuss the terms of the Bond, this Resolution and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer deems appropriate before the issuance of the Bond or the execution and delivery of this Resolution or any such other information, materials or communications.

SECTION 26: Privately Negotiated Loan. The Issuer acknowledges and agrees that the Lender is acquiring the Bond in evidence of a privately negotiated loan and in that connection the Bond shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

SECTION 27. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bond issued hereunder.

SECTION 28. Repeal of Inconsistent Resolutions. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 29. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 13th day of December, 2021.

(SEAL)

CITY COUNCIL

ATTEST:

By:

J.B. Whitten, Mayor

Maryanne Schrader, City Clerk

EXHIBIT A
FORM OF BOND

Issue Date: January 7, 2022

\$2,575,000

CITY OF CRESTVIEW, FLORIDA
TAXABLE CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2022

Maturity Date: June 1, 2042

Interest Rate: 3.07%

KNOW ALL MEN BY THESE PRESENTS that City of Crestview, Florida (the "Issuer"), a political subdivision created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Sterling National Bank, or registered assigns (hereinafter, the "Owner"), the principal amount of \$2,575,000 on the dates and in the amounts as hereinafter described, together with interest at an interest rate of 3.07% (the "Interest Rate"). Interest shall be calculated on a 30/360 day basis. This Bond shall have a final maturity date of June 1, 2042 (the "Maturity Date").

Principal of and interest on this Bond is payable in lawful money of the United States of America at such place as the Owner may designate to the Issuer in writing.

The Issuer promises to pay the Owner interest on principal amount outstanding hereunder from the date of this Bond at the Interest Rate described above, but in no event shall it exceed the maximum interest rate permitted by applicable law. Such interest shall be paid semi-annually on each June 1 and December 1, commencing June 1, 2022 (each, an "Interest Payment Date").

Principal on this Bond shall be payable in annual installments on the following dates in the following amounts:

<u>Dates</u>	<u>Amounts</u>
06/01/23	\$ 95,000
06/01/24	100,000
06/01/25	100,000
06/01/26	105,000
06/01/27	105,000
06/01/28	110,000
06/01/29	115,000
06/01/30	115,000
06/01/31	120,000
06/01/33	125,000
06/01/33	130,000
06/01/34	135,000
06/01/35	135,000
06/01/36	140,000
06/01/37	145,000
06/01/38	150,000
06/01/39	155,000
06/01/40	160,000
06/01/41	165,000
06/01/42*	170,000

* Final Maturity.

A final payment in the amount of the entire unpaid principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day (as defined in the Resolution hereinafter defined) the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Bond shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

Principal of and interest on this Bond is payable in lawful money of the United States of America at such place as the Owner may designate to the Issuer in writing. No presentment or delivery shall be required for prepayment, interest or principal installment payments on the Bond.

THIS BOND DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS BOND THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR USE OR APPLICATION OF AD VALOREM TAX REVENUES OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS BOND OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

The principal of this Bond may be prepaid in whole or in part at the option of the Issuer on December 1, 2026 and any Interest Payment Date thereafter, at the price of par plus accrued but unpaid interest and the following prepayment premiums:

<u>Dates</u>	<u>Prepayment Premium</u>
December 1, 2026 through and including June 1, 2029	101%
December 1, 2029 and thereafter	None

Any partial prepayment shall (i) occur on an Interest Payment Date, (ii) occur no more than once during any consecutive 12-month period, (iii) be in a principal amount of not less than \$250,000, and (iv) be applied to the then remaining principal repayment schedule in inverse order of installments coming due.

No less than thirty (30) days prior to the date of prepayment selected by the Issuer, the Issuer shall provide written notice of such prepayment to the Owner of the Bond which notice may be conditional.

This Bond is issued pursuant to the Florida Constitution, Chapter 166, Florida Statutes, the City Charter, and other applicable provisions of law, and a resolution duly adopted by the Issuer on December 13, 2021, as from time to time amended and supplemented (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including without limitation remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Bond. Debt service on this Bond is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues, as provided in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

The transfer of the Bond may be registered only upon the books kept for the registration thereof by the Finance Director of the Issuer who shall serve as registrar for the Bond and registration of transfer thereof upon

surrender thereof to the Issuer together with an assignment duly executed by the Owner or its attorney or legal representative in the form of the assignment set forth on the form of the Bond; provided, however, that the Bond may be transferred only in whole and not in part and only to (i) an affiliate of the Owner or (ii) banks, insurance companies or other financial institutions and their affiliates, that executes and delivers to the Issuer a certificate substantially in the form attached to the Resolution as Exhibit B. Nothing herein shall limit the right of the Owner or its assignees to sell or assign participation interests in the Bond to one or more entities listed in (i) or (ii) of this paragraph. In the case of any such registration of transfer, the Issuer shall execute and deliver in exchange for the applicable Bond a new Bond registered in the name of the transferee. In all cases in which the Bond shall be transferred hereunder, the Issuer shall execute and deliver at the earliest practicable time a new Bond in accordance with the provisions of the Resolution. The Issuer may make a charge for every such registration of transfer of the Bond sufficient to reimburse it for any tax or other governmental charges required to be paid (other than a tax or other governmental charge imposed by the Issuer) with respect to such registration of transfer, but no other charge shall be made for registering the transfer. The Bond shall be issued in fully registered form and shall be payable in any coin or currency of the United States.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in connection with the execution, delivery and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Bond is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Crestview, Florida, has issued this bond and has caused the same to be executed by its Mayor, and countersigned and attested by its City Clerk, and its corporate seal to be impressed, imprinted or otherwise reproduced hereon, all as of the Issue Date written above.

CITY OF CRESTVIEW, FLORIDA

(SEAL)

By: _____
J. B. Whitten, Mayor

ATTESTED AND COUNTERSIGNED:

Maryanne Schrader, City Clerk

EXHIBIT B

FORM OF LENDER'S CERTIFICATE

This is to certify that Sterling National Bank (the "Lender") has not required City of Crestview, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the \$2,575,000 City of Crestview, Florida, Taxable Capital Improvement Revenue Bond, Series 2022 (the "Bond"), and no inference should be drawn that the Lender, in the acceptance of the Bond, is relying on Bond Counsel or Issuer's Counsel as to any such matters other than the legal opinion rendered by Bond Counsel, Bryant Miller Olive P.A. and by Issuer's Counsel, Jonathon Holloway, P.A. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution adopted by the City Council of the Issuer on December 13, 2021 (the "Resolution").

We are aware that purchase of the Bond involves various risks, and that the payment of the Bond is secured solely from the sources described in the Resolution (the "Bond Security").

We have made such independent investigation of the Bond Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our loan decision, we have relied upon the accuracy of information which has been provided to us by the Issuer and the Issuer's Financial Advisor.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our purchase of the Bond and can bear the economic risk of our purchase of the Bond.

We understand that the Bond is issued in a single denomination equal to the principal amount due under the Bond and may not be transferred except as provided in the Bond.

We acknowledge and understand that the Issuer has determined that the Resolution is not required to be qualified under the Trust Indenture Act of 1939, as amended, and that the Bond is not required to be registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that the Issuer has further determined that neither the Issuer, Bond Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are making a loan that is evidenced by the Bond. The loan may only be transferred in whole to a bank, trust company, savings institution or insurance company that is engaged as a regular part of its business in making loans authorized to do business in the State of Florida, as described in the last sentence of this paragraph. We are making the loan for our own account, do not currently intend to syndicate the loan, will take no action to cause the loan to be characterized as a security, and will not treat the loan as a municipal security for purposes of the securities law. We understand that there will be no CUSIPs obtained with respect to the loan or evidencing the loan and that there will be no credit rating obtained on the loan. We are not acting as a broker or other intermediary, and are purchasing the Bond as an investment for our own account and not with a present view to a resale or other distribution to the public, other than to our affiliate, Sterling National Funding Corp., a New York corporation and wholly-owned subsidiary of the Lender ("SNFC"), whereby we will sell to SNFC a 100% participation interest in the Bond at par.

We are an "accredited investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder and a bank as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Bond for direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

Neither the Lender nor any of its affiliates has acted or shall act as a fiduciary for the Issuer or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor with respect to the proposed issuance of the Bond. Neither the Lender nor any of its affiliates has provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the Issuer with respect to the proposed issuance of the Bond. The Issuer has represented to the Lender that it has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the proposed issuance of the Bond from its financial, legal and other advisors (and not the Lender or any of its affiliates) to the extent that the Issuer desired to obtain such advice.

DATED this 7th day of January, 2022.

STERLING NATIONAL BANK

By: _____

Name: Kevin C. King
Title: Senior Managing Director

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EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as lender, proposes to negotiate an extension of credit to the City of Crestview, Florida (the "Issuer") for the private purchase of its City of Crestview, Florida Taxable Capital Improvement Revenue Bond, Series 2022 (the "Bond") in the principal amount of \$2,575,000. Prior to the award of the Bond, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lender") in connection with the issuance of the Bond (such fees and expenses to be paid by the Issuer):

None.

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Bond to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Bond.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

The Bond is being issued primarily to finance the acquisition, construction and equipping of various capital improvements of the Issuer.

Unless earlier redeemed, the Bond is expected to be repaid on June 1, 2042. At an interest rate of 3.07%, total interest paid over the life of the Bond is estimated to be \$941,722.50.

The Bond will be payable solely from Non-Ad Valorem Revenues of the Issuer budgeted, appropriated and deposited as described in a resolution of the Issuer adopted on December 13, 2021 (the "Resolution"). See the Resolution for a definition of Non-Ad Valorem Revenues. Based on information provided to the Lender by MW Financial Advisory Services LLC, issuance of the Bond is estimated to result in an annual maximum of approximately \$176,598.50 of revenues of the Issuer not being available to finance the other services of the Issuer during the life of the Bond.

6. The name and address of the Lender is as follows:

Sterling National Bank
 500 Seventh Avenue, 3rd Floor
 New York, NY 10018
 Attention: Public Sector Finance

This letter is for informational purposes only and shall not affect or control the actual terms and conditions of the Bond.

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Lender this 7th day of January, 2022.

STERLING NATIONAL BANK

By: _____
 Name: Kevin C. King
 Title: Senior Managing Director

EXHIBIT D

Form of Coverage Certificate

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-

Revenues

Total Governmental Fund Revenues

FY

\$

Less: Ad Valorem Revenues

Less: Restricted Funds

Total Net Non-Ad Valorem Revenue Available

\$

-

Expenditures

Essential Expenditures

General Government

Public Safety

Total Essential and Legally Mandated Expenditures

\$

-

Less: Essential expenditures paid from ad valorem revenues net of ad valorem debt service or otherwise designated

Total Adjusted Expenditures

\$

-

Legally Available Non-Ad Valorem Revenues

\$

Less: Essential Expenditures to be paid from Non-Ad Valorem

\$

Net Legally Available Non-Ad Valorem Available for Debt Service

\$

Existing and Projected Maximum Annual Debt Service

\$

Coverage Ratio*

-
-

*Pursuant to Section 17 of Resolution No. __, this Certificate is delivered when the Issuer proposes to issue other obligations which are secured by and/or payable from Non-Ad Valorem Revenues. There is no annual requirement.

City of Crestview, Florida
Capital Improvement Revenue Bond, Series 2021 (Taxable)
Bank Loan RFP Summary
Proposals received November 22, 2021

	BB&T/TRUIST	Sterling National Bank		Synovus
Proposal Requirements				
Contact Information	Andrew G. Smith Senior Vice President 5130 Parkway Plaza Blvd Charlotte, NC 28217 Office: (803) 251-1328	Mark A. Cargo Managing Director 9667 Ravenscroft LN NW Concord, NC 28027 704-287-4493 Email: mcargo@snb.com		Andy LaFear Government Banking Solutions – Relationship Manager 7768 Ozark Drive, Suite 100 Jacksonville, Florida 32256 (904) 997-7646 (Office) (904) 347-7068 (Cell)C
Taxable Fixed Interest Rate	3.26%	2.72%	3.07%	3.25%
Final Maturity	15 years -2037	15.5 years 2037	20.5 years- 2042	15 years - 2037
Rate Locked to Closing, or Date to be set	Rates are valid until 1/2/2022	The Interest Rates quoted above are valid through the Anticipated Closing Date December 17 th . Bank must be notified by November 25 th .		Rates are valid until December 17, 2021
Call Provisions	Prepayable in whole at any time with a one percent prepayment penalty. As an alternate redemption provision, the Borrower may elect for the transaction to be noncallable for the first half of the term and callable at par thereafter.	Year: Percentage: 1-5 No Call 6-8 101% Thereafter 100%		The Bond can be prepaid at a premium of 102 percent any time prior to the third anniversary of the closing date and at par thereafter
Legal/Other Fees	\$7,500	\$0		\$7,500
Amount	Not to exceed \$2,575,000	Not to exceed \$2,575,000		Not to exceed \$2,575,000
Other Conditions	1.20x Additional Bonds Test	The “Bonds” proceeds shall be funded into an escrow account (the “Escrow Fund”), with disbursements made as needed. The Escrow shall be set up with Sterling National Bank and will be collateralized as required by the State of Florida.		See proposal for additional conditions

RESOLUTION NO. 2022-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA AUTHORIZING THE ISSUANCE OF A \$2,575,000 TAXABLE CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2022 TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF VARIOUS CAPITAL IMPROVEMENTS AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING THAT THE BOND SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM A COVENANT TO BUDGET, APPROPRIATE AND DEPOSIT NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE BOND; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA:

SECTION 1: Authority for this Resolution. This resolution is adopted pursuant to the Florida Constitution, Chapter 166, Florida Statutes, the City Charter, and other applicable provisions of law (collectively, the "Act").

SECTION 2: Definitions. The following words and phrases shall have the following meanings when used herein:

"Act" shall have the meaning ascribed thereto in Section 1 hereof.

"Bond" shall mean the Bond of the Issuer authorized by Section 4 hereof.

"Bond Counsel" shall mean Bryant Miller Olive P.A., or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Business Day" shall mean any day except any Saturday or Sunday or day on which the Principal Office of the Owner is lawfully closed.

"City Attorney" shall mean the City Attorney or any deputy or assistant City Attorney of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"City Manager" shall mean the City Manager or any deputy or assistant, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Debt Service Fund" shall mean the Debt Service Fund established with respect to the Bond pursuant to Section 9 hereof.

"Finance Director" shall mean the Finance Director or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"General Fund" means the "General Fund" of the Issuer as described and identified in the Comprehensive Annual Financial Report of the Issuer.

"Interest Payment Date" shall mean each June 1 and December 1.

"Issuer" shall mean the City of Crestview, Florida, a political subdivision of the State of Florida.

"Mayor" shall mean the Mayor of the Issuer, or in his or her absence, the Vice Mayor of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Non-Ad Valorem Revenues" means all legally available non-ad valorem revenues of the Issuer; provided, however that Non-Ad Valorem Revenues shall (a) be received by the Issuer from sources other than the levy of ad valorem taxes upon property, and (b) not be restricted by law so as to be unable to be applied to pay the debt service on the Bond and other Issuer debt secured by Non-Ad Valorem Revenues, and to make the other payments, if any, required under the Bond or hereunder.

"Original Lender" shall mean Sterling National Bank.

"Owner" or *"Owners"* shall mean the Person or Persons in whose name or names the Bond shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

"Person" shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" shall mean the Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided herein and amounts on deposit from time to time in the Debt Service Fund and the Project Fund.

"Principal Office" shall mean, with respect to the Original Lender, the office located at 500 Seventh Avenue, 3rd Floor, New York, NY 10018, Attention: Public Sector Finance, or such other office as the Original Lender may designate to the Issuer in writing.

"Principal Payment Date" shall mean each June 1.

"Project" shall mean the acquisition, construction and equipping of capital improvements to the Blackwater Golf Club.

"Project Fund" shall mean the Project Fund established with respect to the Bond pursuant to Section 10 hereof.

"Resolution" shall mean this Resolution, pursuant to which the Bond is authorized to be issued, including any supplemental resolutions hereto.

"State" shall mean the State of Florida.

SECTION 3: Findings.

(A) For the benefit of its inhabitants, the Issuer finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its inhabitants to finance the costs of the Project. Issuance of the Bond to finance the costs of the Project satisfies a paramount public purpose.

(B) Debt service on the Bond will be secured by the Issuer's covenant to budget and appropriate Non-Ad Valorem Revenues and by a pledge of the Pledged Revenues as provided herein. The Pledged Revenues will be sufficient to pay the principal and interest on the Bond herein authorized, as the same become due, and to make all deposits required by this Resolution.

(C) Debt service on the Bond and all other payments hereunder shall be payable solely from moneys deposited in the manner and to the extent provided herein. The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Bond or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The Bond shall not constitute a lien on any property owned by or situated within the limits of the Issuer, except the Pledged Revenues.

(D) It is estimated that Non-Ad Valorem Revenues will be available, after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on the Bond and all other payment obligations hereunder.

(F) The Issuer has received an offer from the Original Lender to acquire the Bond.

SECTION 4: Authorization of Bond. Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as City of Crestview, Florida Taxable Capital Improvement Revenue Bond, Series 2022 is hereby authorized to be issued under and secured by this Resolution, in the principal amount of not to exceed \$2,575,000 for the purpose of providing funds to finance the costs of the Project and pay the costs of issuing the Bond. Because of the characteristics of the Bond, including prevailing market conditions and the taxable nature of the Bond and the Project, it is in the best interest of the Issuer to accept the offer of the Original Lender to acquire the Bond at a private negotiated sale. Prior to the

issuance of the Bond, the Issuer shall receive from the Original Lender a Lender's Certificate, the form of which is attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

In consideration of the extension of credit to the Issuer by the Original Lender by paying a purchase price and acceptance of the Bond authorized to be issued hereunder by those who shall be the Owner thereof from time to time, this Resolution shall constitute a contract between the Issuer and the Original Lender and any subsequent Owner.

SECTION 5: Description of the Bond. The Original Lender is making a loan to the Issuer that is evidenced by the Bond. The Bond shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Original Lender, and shall have such other terms and provisions, including an interest rate, principal and interest payment terms, maturity date and redemption provisions as stated herein and/or in the form of the Bond attached hereto as Exhibit A. The Bond is to be in substantially the form set forth on Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor. The Bond shall be executed on behalf of the Issuer with the manual signature of the Mayor and shall be attested and countersigned with the manual signature of the City Manager. In case any one or more of the officers who shall have signed or sealed the Bond shall cease to be such officer of the Issuer before the Bond so signed and sealed has been actually sold and delivered, the Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed the Bond had not ceased to hold such office. The Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of the Bond shall hold the proper office of the Issuer, although, at the date of the execution of the Bond, such person may not have held such office or may not have been so authorized.

SECTION 6: Registration and Exchange of Bond; Persons Treated as Owners. The Bond is initially registered to the Original Lender. So long as the Bond shall remain unpaid, the Issuer will keep books for the registration and transfer of the Bond. The Person in whose name the Bond shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal and interest on the Bond shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

The transfer of the Bond may be registered only upon the books kept for the registration thereof by the Finance Director who shall serve as registrar for the Bond and registration of transfer thereof upon surrender thereof to the Issuer together with an assignment duly executed by the Owner or its attorney or legal representative in the form of the assignment set forth on the form of the Bond; provided, however, that the Bond may be transferred only in whole and not in part and only to (i) an affiliate of the Owner, or (ii) banks, insurance companies or other financial institutions and their affiliates, that executes and delivers to the Issuer a certificate

substantially in the form attached hereto as Exhibit B. Nothing herein shall limit the right of the Owner or its assignees to sell or assign participation interests in the Bond to one or more entities listed in (i) or (ii) of this paragraph. In the case of any such registration of transfer, the Issuer shall execute and deliver in exchange for the applicable Bond a new Bond registered in the name of the transferee. In all cases in which the Bond shall be transferred hereunder, the Issuer shall execute and deliver at the earliest practicable time a new Bond in accordance with the provisions of this Resolution. The Issuer may make a charge for every such registration of transfer of the Bond sufficient to reimburse it for any tax or other governmental charges required to be paid (other than a tax or other governmental charge imposed by the Issuer) with respect to such registration of transfer, but no other charge shall be made for registering the transfer. The Bond shall be issued in fully registered form and shall be payable in any coin or currency of the United States.

The registration of transfer of the Bond on the registration books of the Issuer shall be deemed to affect a transfer of the rights and obligations of the Owner under this Resolution to the transferee.

SECTION 7: Payment of Principal and Interest; Limited Obligation.

The Issuer promises that it will promptly pay the principal of and interest on the Bond at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Bond is secured by a pledge of and lien upon the Pledged Revenues in the manner of and to the extent described herein. The Bond shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No Owner of the Bond issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay the Bond, or be entitled to payment of the Bond from any funds of the Issuer except from the Pledged Revenues as described herein.

SECTION 8: Covenant to Budget and Appropriate. (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Bond not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer

to include the amount of such appropriations in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner of the Bond a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a lien on and pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder and under the Bond shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no Owner of the Bond nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. The obligation of the Issuer to budget, appropriate, deposit and make payments hereunder and under the Bond from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer. Notwithstanding any provisions of this Resolution or the Bond to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues.

The covenant to budget and appropriate for the purposes and in the manner stated herein shall have the effect of making available for the payment of the Bond, in the manner and to the extent described herein, Non-Ad Valorem Revenues, and placing on the Issuer a positive duty to appropriate and budget, by amendment, if necessary, and deposit into the Debt Service Fund, amounts sufficient to meet its obligations hereunder. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer and is further subject to the provisions of Section 166.241, Florida Statutes insofar as there are not sufficient Non-Ad Valorem Revenues in the General Fund to comply with such covenant after the satisfaction of

the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer.

SECTION 9: Debt Service Fund.

(A) There is hereby created and established the "City of Crestview, Florida Taxable Capital Improvement Revenue Bond, Series 2022 Debt Service Fund," which fund shall be a trust fund held by the Issuer, which shall be held solely for the benefit of the Owner of the Bond. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State of Florida. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The Issuer may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner of the Bond, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

(B) Until applied in accordance with this Resolution, any amounts on deposit in the Debt Service Fund from time to time in the funds and accounts established herein, plus any earnings thereon, shall be pledged to the repayment of the Bond.

SECTION 10. Application of Proceeds of Bond. Proceeds from the sale of the Bond shall be used by the Issuer to pay the costs of the Project and pay the associated costs of issuance (including but not limited to legal and financial advisory fees and expenses). The Issuer shall pay all costs and expenses in connection with the preparation and issuance of the Bond.

The Issuer hereby covenants that it will establish with a depository in the State of Florida, which is a member of the Federal Deposit Insurance Corporation and which is eligible under the laws of the State of Florida to receive municipal funds, one fund to be known as the "City of Crestview, Florida Taxable Capital Improvement Revenue Bond, Series 2022 Project Fund" (the "Project Fund").

Proceeds from the Bond herein authorized shall be deposited into the Project Fund and shall be used as described above. When reimbursement of the costs of the Project has been completed and all transactions costs have been paid in full, all funds remaining in the Project Fund, if any, shall be used to prepay all or a portion of the Bond. Any such prepayment shall not be subject to any prepayment premium as further provided in the form of the Bond attached hereto as Exhibit A. All moneys deposited in said Project Fund shall be and constitute a trust fund created for the purposes stated, and there is hereby created a lien upon such fund in favor of the Owner of the Bond until the moneys thereof shall have been applied in accordance with this Resolution. The money in such Fund shall be continuously secured until such time as the Bond is paid in full in the same manner as state and municipal deposits are authorized to be secured by the laws of the State of Florida.

The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. All of such funds, except as hereinafter provided, shall be continuously secured in the same manner as municipal deposits of funds are required to be secured by the laws of the State of Florida. Moneys on deposit to the credit of all funds and account created hereunder may be invested pursuant to applicable law and the Issuer's investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, except as expressly provided in this Resolution, and any loss resulting from such investment shall likewise be charged to said fund or account.

SECTION 11: Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Bond except with the written consent of all of the Owner of the Bond.

SECTION 12: Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Bond is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owners.

SECTION 13: Bond Mutilated, Destroyed, Stolen or Lost. In case the Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and in substitution for the mutilated Bond, or in lieu of and in substitution for the Bond destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions

as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Bond so surrendered shall be canceled.

SECTION 14: Impairment of Contract. The Issuer covenants with the Owner of the Bond that it will not, without the written consent of the Owner of the Bond, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Bond hereunder.

SECTION 15: Financial Information. At no cost to the Owner, the Issuer shall provide the Owner of the Bond with its budget for each fiscal year, within 30 days of its adoption, annual financial statements for each fiscal year of the Issuer when available and in no event later than 270 days following the close of such fiscal year, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant and accompanied by an audit opinion of such accountant without qualification, and such other information as the Owner may reasonably request. Notwithstanding anything herein to the contrary, failure to provide such annual financial statements by such date shall not constitute an event of default pursuant to clause (ii) of Section 18 hereof. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied. Such financial information and other information may be in electronic form.

While the Bond remains outstanding, the Issuer agrees that (i) any and all financial records of the Issuer not made confidential by statute shall be open to inspection by the Owner or its representatives at all reasonable times at the office of the Issuer, (ii) the Issuer shall maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated city and shall upon request of the Owner provide evidence of such coverage to the Owner, (iii) the Issuer is in compliance and shall comply with all applicable federal, state, and local laws and regulatory requirements, (iv) books and records of the Issuer shall be kept in which complete and correct entries shall be made in accordance with generally accepted accounting principles, and (v) the Issuer will take all reasonable legal action within its control in order to maintain its existence as a municipality of the State, and will not voluntarily dissolve.

SECTION 16: Events of Default; Remedies of Owner of the Bond. The following shall each constitute an Event of Default: (i) if the Issuer fails to pay any payment of principal or of interest on the Bond as the same becomes due and payable, whether by maturity or otherwise; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Bond (other than set forth in (i) above) and fails to cure the same within thirty (30) days; (iii) any representation or warranty made in writing by or on behalf of the Issuer in this Resolution or the Bond shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or (iv) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as

amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismissed or undischarged.

Upon the occurrence and during the continuation of any Event of Default, the Owners of the Bond may, in addition to any other remedies set forth in this Resolution or the Bond, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer or by any officer thereof. In case of an Event of Default, the Issuer shall also be obligated to pay as part of the indebtedness evidenced by the Bond, all costs of collection and enforcement thereof, including such reasonable attorneys' fees as may be incurred by the Owner, including on appeal or incurred in any proceeding under any bankruptcy laws as they now or hereafter exist.

SECTION 17: Anti-Dilution Test. As a condition precedent to the issuance of any debt or the incurrence of any other obligations which are secured by and/or payable from Non-Ad Valorem Revenues, the Issuer agrees to certify that it is in compliance with the following: The annual Non-Ad Valorem Revenues received by the City less essential government expenditures for the prior audited fiscal year for which audited financial statements are available equals at least 1.20 times the existing and projected maximum annual debt service on existing obligations and the proposed obligations payable from or secured by Non-Ad Valorem Revenues calculated as provided in Exhibit D attached hereto. Debt service on an obligation, the secondary source of payment for which is a covenant to budget and appropriate from Non-Ad Valorem Revenues need only be included in the calculation if the City has used or reasonably expects to apply Non-Ad Valorem Revenues to the payment of debt service, directly or indirectly, on such obligations and only to the extent that amounts other than Non-Ad Valorem Revenues available and pledged to pay such obligations during the prior fiscal year for which audited financial statements are available were less than the maximum annual debt service for such obligations for the then current or any subsequent fiscal year.

For the purposes of these covenants, "maximum annual debt service" means the lesser of the actual maximum annual debt service on all such debt and other obligations, or 15% of the original par amount of such debt and other obligations, in each case, secured by and/or payable solely from the Issuer's Non-Ad Valorem Revenues. As used above, the term "maximum annual debt service" shall only include debt service that the Issuer reasonably expects to apply Non-Ad Valorem Revenues to actually pay; provided however, notwithstanding the foregoing, maximum annual debt service shall include the debt service on any debt which has pledged any of the Issuer's Non-Ad Valorem Revenues or is secured solely by a covenant to budget and appropriate Non-Ad Valorem Revenues. For the purpose of calculating maximum annual debt service on any indebtedness which bears interest at a variable rate, such indebtedness shall be deemed to bear interest at the greater of (i) 7% per annum or (ii) the actual interest rate borne by the variable rate debt for the month immediately preceding such calculation.

SECTION 18: Business Days. In any case where the due date of interest on or principal of the Bond is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

SECTION 19. General Authority. The members of the City Council of the Issuer, the City Manager, the Finance Director, the City Attorney and all other of the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or any supplemental resolution hereto or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bond and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the Original Lender to effectuate the purchase of the Bond by the Original Lender.

SECTION 20. No Third Party Beneficiaries. Except such other Persons as may be expressly described herein or in the Bond, nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any Person, other than the Issuer and the Owners, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof or thereof, or of the Bond, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Owners.

SECTION 21. No Personal Liability. Neither the members of the City Council of the Issuer, the City Manager, the Finance Director, the City Attorney, all other of the Issuer's officers, attorneys and other agents and employees, nor any person executing the Bond shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 22: Patriot Act. The Lender hereby notifies the Issuer that, pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Issuer, which information includes the name and address of the Issuer and other information that will allow the Lender to identify the Issuer in accordance with the Patriot Act. The Issuer represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Issuer further represents and warrants to the Lender that the Issuer and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

SECTION 23. Waiver of Jury Trial. To the extent permitted by applicable law, each of

the Issuer and the Lender irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Issuer and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Resolution, the Bond or any other document related to the issuance thereof. This provision is a material inducement for the Lender's determination to acquire the Bond and for the parties to enter into the documents related thereto.

SECTION 24. Governing Law. The provisions of this Resolution shall be governed by the laws of the State of Florida.

SECTION 25: Role of Lender. The parties hereto acknowledge and agree that the Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to the Bond, this Resolution and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Issuer has been informed that the Issuer should discuss the terms of the Bond, this Resolution and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer deems appropriate before the issuance of the Bond or the execution and delivery of this Resolution or any such other information, materials or communications.

SECTION 26: Privately Negotiated Loan. The Issuer acknowledges and agrees that the Lender is acquiring the Bond in evidence of a privately negotiated loan and in that connection the Bond shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

SECTION 27. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants,

agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bond issued hereunder.

SECTION 28. Repeal of Inconsistent Resolutions. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 29. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 13th day of December, 2021.

(SEAL)

CITY COUNCIL

By: _____
J. B. Whitten, Mayor

Maryanne Schrader, City Clerk

EXHIBIT A
FORM OF BOND

Issue Date: January 7, 2022

\$2,575,000

CITY OF CRESTVIEW, FLORIDA

TAXABLE CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2022

Maturity Date: June 1, 2042

Interest Rate: 3.07%

KNOW ALL MEN BY THESE PRESENTS that City of Crestview, Florida (the "Issuer"), a political subdivision created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Sterling National Bank, or registered assigns (hereinafter, the "Owner"), the principal amount of \$2,575,000 on the dates and in the amounts as hereinafter described, together with interest at an interest rate of 3.07% (the "Interest Rate"). Interest shall be calculated on a 30/360 day basis. This Bond shall have a final maturity date of June 1, 2042 (the "Maturity Date").

Principal of and interest on this Bond is payable in lawful money of the United States of America at such place as the Owner may designate to the Issuer in writing.

The Issuer promises to pay the Owner interest on principal amount outstanding hereunder from the date of this Bond at the Interest Rate described above, but in no event shall it exceed the maximum interest rate permitted by applicable law. Such interest shall be paid semi-annually on each June 1 and December 1, commencing June 1, 2022 (each, an "Interest Payment Date").

Principal on this Bond shall be payable in annual installments on the following dates in the following amounts:

<u>Dates</u>	<u>Amounts</u>
06/01/23	\$ 95,000
06/01/24	100,000
06/01/25	100,000
06/01/26	105,000
06/01/27	105,000
06/01/28	110,000
06/01/29	115,000
06/01/30	115,000
06/01/31	120,000
06/01/33	125,000
06/01/33	130,000
06/01/34	135,000
06/01/35	135,000

06/01/36	140,000
06/01/37	145,000
06/01/38	150,000
06/01/39	155,000
06/01/40	160,000
06/01/41	165,000
06/01/42*	170,000

* Final Maturity.

A final payment in the amount of the entire unpaid principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day (as defined in the Resolution hereinafter defined) the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Bond shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

Principal of and interest on this Bond is payable in lawful money of the United States of America at such place as the Owner may designate to the Issuer in writing. No presentment or delivery shall be required for prepayment, interest or principal installment payments on the Bond.

THIS BOND DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS BOND THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR USE OR APPLICATION OF AD VALOREM TAX REVENUES OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS BOND OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

The principal of this Bond may be prepaid in whole or in part at the option of the Issuer on December 1, 2026 and any Interest Payment Date thereafter, at the price of par plus accrued but unpaid interest and the following prepayment premiums:

<u>Dates</u>	<u>Prepayment Premium</u>
December 1, 2026 through and including June 1, 2029	101%

December 1, 2029 and thereafter

None

Any partial prepayment shall (i) occur on an Interest Payment Date, (ii) occur no more than once during any consecutive 12-month period, (iii) be in a principal amount of not less than \$250,000, and (iv) be applied to the then remaining principal repayment schedule in inverse order of installments coming due.

No less than thirty (30) days prior to the date of prepayment selected by the Issuer, the Issuer shall provide written notice of such prepayment to the Owner of the Bond which notice may be conditional.

This Bond is issued pursuant to the Florida Constitution, Chapter 166, Florida Statutes, the City Charter, and other applicable provisions of law, and Resolution No. 2022-5 duly adopted by the Issuer on December 13, 2021, as from time to time amended and supplemented (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including without limitation remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Bond. Debt service on this Bond is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues, as provided in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

The transfer of the Bond may be registered only upon the books kept for the registration thereof by the Finance Director of the Issuer who shall serve as registrar for the Bond and registration of transfer thereof upon surrender thereof to the Issuer together with an assignment duly executed by the Owner or its attorney or legal representative in the form of the assignment set forth on the form of the Bond; provided, however, that the Bond may be transferred only in whole and not in part and only to (i) an affiliate of the Owner or (ii) banks, insurance companies or other financial institutions and their affiliates, that executes and delivers to the Issuer a certificate substantially in the form attached to the Resolution as Exhibit B. Nothing herein shall limit the right of the Owner or its assignees to sell or assign participation interests in the Bond to one or more entities listed in (i) or (ii) of this paragraph. In the case of any such registration of transfer, the Issuer shall execute and deliver in exchange for the applicable Bond a new Bond registered in the name of the transferee. In all cases in which the Bond shall be transferred hereunder, the Issuer shall execute and deliver at the earliest practicable time a new Bond in accordance with the provisions of the Resolution. The Issuer may make a charge for every such registration of transfer of the Bond sufficient to reimburse it for any tax or other governmental charges required to be paid (other than a tax or other governmental charge imposed by the Issuer) with respect to such registration of transfer, but no other charge shall be made for registering the transfer. The Bond shall be issued in fully registered form and shall be payable in any coin or currency of the United States.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in connection with the execution,

delivery and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Bond is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Crestview, Florida, has issued this bond and has caused the same to be executed by its Mayor, and countersigned and attested by its City Clerk, and its corporate seal to be impressed, imprinted or otherwise reproduced hereon, all as of the Issue Date written above.

CITY OF CRESTVIEW, FLORIDA

(SEAL)

By: _____
Mayor

ATTESTED AND COUNTERSIGNED:

City Clerk

EXHIBIT B

FORM OF LENDER'S CERTIFICATE

This is to certify that Sterling National Bank (the "Lender") has not required City of Crestview, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the \$2,575,000 City of Crestview, Florida, Taxable Capital Improvement Revenue Bond, Series 2022 (the "Bond"), and no inference should be drawn that the Lender, in the acceptance of the Bond, is relying on Bond Counsel or Issuer's Counsel as to any such matters other than the legal opinion rendered by Bond Counsel, Bryant Miller Olive P.A. and by Issuer's Counsel, Jonathon Holloway, P.A. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution adopted by the City Council of the Issuer on December 13, 2021 (the "Resolution").

We are aware that purchase of the Bond involves various risks, and that the payment of the Bond is secured solely from the sources described in the Resolution (the "Bond Security").

We have made such independent investigation of the Bond Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our loan decision, we have relied upon the accuracy of information which has been provided to us by the Issuer and the Issuer's Financial Advisor.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our purchase of the Bond and can bear the economic risk of our purchase of the Bond.

We understand that the Bond is issued in a single denomination equal to the principal amount due under the Bond and may not be transferred except as provided in the Bond.

We acknowledge and understand that the Issuer has determined that the Resolution is not required to be qualified under the Trust Indenture Act of 1939, as amended, and that the Bond is not required to be registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that the Issuer has further determined that neither the Issuer, Bond Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are making a loan that is evidenced by the Bond. The loan may only be transferred in whole to a bank, trust company, savings institution or insurance company that is engaged as a regular part of its business in making loans authorized to do business in the State of Florida and as described in the last sentence of this paragraph. We are making the loan for our own account, do not currently intend to syndicate the loan, will take no action to cause the loan to be

characterized as a security, and will not treat the loan as a municipal security for purposes of the securities law. We understand that there will be no CUSIPs obtained with respect to the loan or evidencing the loan and that there will be no credit rating obtained on the loan. We are not acting as a broker or other intermediary, and are purchasing the Bond as an investment for our own account and not with a present view to a resale or other distribution to the public, other than to our affiliate, Sterling National Funding Corp., a New York corporation and wholly-owned subsidiary of the Lender ("SNFC"), whereby we will sell to SNFC a 100% participation interest in the Bond at par.

We are an "accredited investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder and a bank as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Bond for direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

Neither the Lender nor any of its affiliates has acted or shall act as a fiduciary for the Issuer or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor with respect to the proposed issuance of the Bond. Neither the Lender nor any of its affiliates has provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the Issuer with respect to the proposed issuance of the Bond. The Issuer has represented to the Lender that it has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the proposed issuance of the Bond from its financial, legal and other advisors (and not the Lender or any of its affiliates) to the extent that the Issuer desired to obtain such advice.

DATED this 7th day of January, 2022.

STERLING NATIONAL BANK

By: _____

Name: Kevin C. King

Title: Senior Managing Director

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as lender, proposes to negotiate an extension of credit to the City of Crestview, Florida (the "Issuer") for the private purchase of its City of Crestview, Florida Taxable Capital Improvement Revenue Bond, Series 2022 (the "Bond") in the principal amount of \$2,575,000. Prior to the award of the Bond, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lender") in connection with the issuance of the Bond (such fees and expenses to be paid by the Issuer):

None.

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Bond to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Bond.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

The Bond is being issued primarily to finance the acquisition, construction and equipping of various capital improvements of the Issuer.

Unless earlier redeemed, the Bond is expected to be repaid on June 1, 2042. At an interest rate of 3.07%, total interest paid over the life of the Bond is estimated to be \$941,722.50.

The Bond will be payable solely from Non-Ad Valorem Revenues of the Issuer budgeted, appropriated and deposited as described in a resolution of the Issuer adopted on

December 13, 2021 (the "Resolution"). See the Resolution for a definition of Non-Ad Valorem Revenues. Based on information provided to the Lender by MW Financial Advisory Services LLC, issuance of the Bond is estimated to result in an annual maximum of approximately \$176,598.50 of revenues of the Issuer not being available to finance the other services of the Issuer during the life of the Bond.

6. The name and address of the Lender is as follows:

Sterling National Bank
500 Seventh Avenue, 3rd Floor
New York, NY 10018
Attention: Public Sector Finance

This letter is for informational purposes only and shall not affect or control the actual terms and conditions of the Bond.

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Lender this 7th day of January, 2022.

STERLING NATIONAL BANK

By: _____

Name: Kevin C. King

Title: Senior Managing Director

EXHIBIT D

Form of Coverage Certificate

<u>Revenues</u>	<u>FY</u>
Total Governmental Fund Revenues	\$
Less: Ad Valorem Revenues	
Less: Restricted Funds	
Total Net Non-Ad Valorem Revenue Available	\$ -
 <u>Expenditures</u>	
Essential Expenditures	
General Government	
Public Safety	
Total Essential and Legally Mandated Expenditures	\$ -
 Less: Essential expenditures paid from ad valorem revenues net of ad valorem debt service or otherwise designated	
Total Adjusted Expenditures	\$ -
 Legally Available Non-Ad Valorem Revenues	\$
Less: Essential Expenditures to be paid from Non-Ad Valorem	\$
Net Legally Available Non-Ad Valorem Available for Debt Service	\$

Existing and Projected Maximum Annual Debt Service \$

Coverage Ratio*

*Pursuant to Section 17 of Resolution No. __, this Certificate is delivered when the Issuer proposes to issue other obligations which are secured by and/or payable from Non-Ad Valorem Revenues. There is no annual requirement that any coverage ratio be maintained.



Staff Report

CITY COUNCIL MEETING DATE: December 13, 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: 12/9/2021
SUBJECT: Issuance of Water & Sewer Revenue Bonds Series 2021

BACKGROUND:

At the September 13, 2021 meeting, City Council approved Resolution No. 2021-25. The purpose of the resolution was to establish the City's intent to reimburse certain capital expenditures incurred with proceeds of a future financing.

In June, 2021, the Council approved engaging the services of MW Financial Advisory Services, LLC to provide financial consulting services. MW Financial Advisory Services, LLC (MWFAS) is a registered municipal advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

DISCUSSION:

On November 2, 2021, Request for Proposals (RFP) were distributed to approximately sixty (60) Financial Institutions. The RFP's were due back to MWFAS by November 22, 2021 at 11:00 am CST. Four (4) institutions submitted a proposal. (A summary of which has been provided)

Upon review of the proposals, The Committee (consisting of the City Manager, Finance Director and the MWFAS representative) summarized the following:

- Interest rates ranged from 1.87% to 2.38% for a 15 year term and 2.09% to 2.50% for a 20 year loan.
- All proposals offered 15 and 20 year terms, with one only offering a 15 year term
- Legal Fees ranged from \$0.00 - \$7,500
- Proposals had similar levels of restrictions on loan prepayments and other conditions.

Due to a term length of 20 years and a competitive interest rate of 2.09%, the committee recommends Bank United.

The total loan proceeds will be \$5,075,000 with \$5,000,000 to finance the construction of a solids handling wastewater project and the remaining \$75,000 for cost issuance.

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 principal portion of debt service payments will commence on September 1, 2023. The interest portion will be paid semi-annually on March 1st and September 1st, commencing on March 1, 2022. Total annual debt service payments will be approximately \$330,000 and will be secured by net revenues of the combined Water & Sewer System.

RECOMMENDED ACTION

Staff respectfully requests City Council to adopt Resolution No. 2022-6 authorizing the issuance of a \$5,075,000 Water & Sewer Revenue Bonds Series to construct a solids handling wastewater project and pay cost of issuance.

Attachments

1. Resolution - Supplemental - 2022-6
2. Summary of Crestview Bank Proposals Water and Sewer 2021

RESOLUTION NO. 2022-6

A RESOLUTION SUPPLEMENTING RESOLUTION NO. 16-05 OF THE CITY OF CRESTVIEW, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$5,075,000 CITY OF CRESTVIEW, FLORIDA WATER AND SEWER REVENUE BOND, SERIES 2021, TO PROVIDE FUNDS FOR THE PURPOSE OF FINANCING CAPITAL IMPROVEMENTS TO THE ISSUER'S SEWER SYSTEM AND PAYING THE COSTS OF ISSUANCE RELATED THERETO; PLEDGING A PARITY LIEN ON THE NET REVENUES OF THE COMBINED WATER AND SEWER SYSTEM OF THE ISSUER FOR THE PAYMENT THEREOF; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BOND; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF SUCH BOND TO PINNACLE PUBLIC FINANCE, INC. PURSUANT TO THE TERMS AND CONDITIONS DESCRIBED HEREIN; RATIFYING AND CONFIRMING ALL TERMS, PROVISIONS AND COVENANTS OF RESOLUTION NO. 16-05 OF THE ISSUER; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRESTVIEW, FLORIDA (THE "ISSUER"), AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapter 166, Part II, Florida Statutes, the Original Resolution (as hereinafter defined) and other applicable provisions of law.

SECTION 2. DEFINITIONS. When used in this Resolution, the terms defined in the Original Resolution (as defined below) shall have the meanings therein stated except as such definitions may be hereinafter amended and defined.

"Additional Parity Bonds" shall mean additional obligations subsequently issued by the Issuer which have an equal lien on the Net Revenues and rank equally in all respects with the Series 2021 Bonds and the Parity Bonds.

"Bond Rate" shall mean the rate of interest to be borne by the Series 2021 Bond, which shall be 2.09%, calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months, subject to adjustment to the Taxable Rate or Default Rate as provided herein and in the Series 2021 Bond.

"Bond Registrar" as it relates to the Series 2021 Bond shall mean the Clerk of the Issuer

“Default Rate” shall mean five percent (5%) per annum except following an Event of Taxability whereupon Default Rate shall mean six percent (6%) per annum.

“Event of Default” means the occurrence of any of the following: (i) a failure to pay after the due date thereof any principal or interest or premium, if any, on the Series 2021 Bonds; or (ii) a failure by the Issuer to comply with any of its obligations or to perform any of its duties under the Resolution, other than a failure described in clause (i) of this definition.

“Event of Taxability” has the meaning given it in the form of the Series 2021 Bond herein.

“Holder” shall mean the owner of the Series 2021 Bonds (or any interest or portion thereof), as shown on the registration books of the Issuer maintained by the Bond Registrar. The initial holder shall be the Lender.

“Lender” shall mean Pinnacle Public Finance, Inc., the original owner of the Series 2021 Bond, together with its successors and assigns.

“Net Revenues” has the meaning set forth in the Original Resolution.

“Original Resolution” shall mean Resolution No. 16-05 of the Issuer adopted on November 30, 2015, relating to the Issuer’s Water and Sewer Refunding Revenue Bonds (Bank Qualified), Series 2016.

“Parity Bonds” shall mean the Issuer’s Water and Sewer Refunding Revenue Bonds (Bank Qualified), Series 2015 and Water and Sewer Refunding and Improvement Revenue Bonds, Series 2016.

“Paying Agent” as it relates to the Series 2021 Bond shall mean the Clerk of the Issuer.

“Permitted Lender” shall mean (i) an affiliate of the Lender or (ii) any bank, trust company, savings institution or insurance company or financial institution that is engaged as a regular part of its business in making loans in the State of Florida that is an “Accredited Investor” (as defined in Regulation D under the Securities Act of 1933, as amended) or a “qualified institutional buyer” (as defined in Rule 144A under the Securities Act of 1933, as amended) as contemplated by Section 517.061(7), Florida Statutes.

“Resolution” shall mean the Original Resolution as supplemented by this Resolution.

“Series 2021 Bond” shall mean the Issuer’s Water and Sewer Revenue Bond, Series 2021 issued pursuant to the Resolution.

“Series 2021 Project” shall mean the acquisition costs for certain improvements to the System consisting primarily of the Issuer’s Wastewater Solids Handling Upgrade Project and such other improvements to the System as may be lawful under the laws of the State of Florida.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

(a) On November 30, 2015, the City Council, as the governing body of the Issuer, duly adopted the Original Resolution, which, among other things, authorized the issuance of the Issuer's Water and Sewer Refunding and Improvement Revenue Bonds, Series 2016 on a parity basis with the Issuer's Water and Sewer Refunding Revenue Bonds (Bank Qualified), Series 2015, the proceeds of which financed or refinanced improvements to the Issuer's combined water and sewer system (together with any and all improvements, extensions and additions thereto hereafter constructed or acquired, together with all lands or interests therein, including plants, buildings, machinery, franchises, pipes, mains, fixtures, equipment and all property, real or personal, tangible or intangible, now or hereafter owned or used in connection therewith, the "System").

(b) The Issuer now owns, operates and maintains the System and will continue to derive Net Revenues from rates, fees, rentals and other charges made and collected for the services of such System, which revenues and the other revenues pledged pursuant to the provisions of the Resolution are not now pledged or encumbered in any manner, except for the payment of the Parity Bonds.

(c) The Original Resolution provides for the issuance of Additional Parity Bonds upon compliance with certain requirements therein.

(d) This Resolution shall constitute a supplemental resolution to the Original Resolution.

(e) It is in the best interests of the Issuer and the residents thereof that the Issuer authorize the issuance of the Series 2021 Bond for the purpose of financing the Series 2021 Project and paying costs of issuance related to the issuance of the Series 2021 Bond.

(f) The Series 2021 Bond shall be payable from the Net Revenues. The lien of the Parity Bonds and the Series 2021 Bond on the Net Revenues shall be on an equal and parity basis.

(g) The principal of, premium, if any, and interest on the Series 2021 Bond and all sinking fund and other payments shall be payable solely from the Net Revenues. The Issuer shall never be required to levy ad valorem taxes on any real or personal property therein to pay the principal of and interest on the Series 2021 Bond or to make any other payments provided for by the Resolution. The Series 2021 Bond shall not constitute a lien upon any properties owned by or located within the boundaries of the Issuer or upon any property other than the Net Revenues.

(h) The Net Revenues will be sufficient to pay all principal of, premium, if any, and interest on the Series 2021 Bond and the Parity Bonds, as the same become due, and to make all required deposits or payments required by the Resolution.

(i) Because of the characteristics of the security pledged to repay the Series 2021 Bond, prevailing conditions in the financial markets, reduced upfront costs of issuance and additional savings to be realized from an expeditious sale of the Series 2021 Bond, it is in the best interest of the Issuer to accept the offer of the Lender to extend the credit evidenced by the Series 2021 Bond

at a private negotiated sale. Prior to the issuance of the Series 2021 Bond, the Issuer shall receive from the Lender a Lender's Certificate and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, substantially in the forms attached hereto as exhibits.

SECTION 4. AUTHORIZATION OF THE SERIES 2021 PROJECT; APPROVAL OF SALE OF SERIES 2021 BOND TO LENDER. The acquisition and financing of the Series 2021 Project is hereby authorized. The private negotiated sale of the Series 2021 Bond to the Lender is hereby approved.

SECTION 5. AUTHORIZATION OF SERIES 2021 BOND. Subject and pursuant to the provisions hereof, the obligation of the Issuer to be known as "Water and Sewer Revenue Bond, Series 2021," is authorized to be issued in the principal amount of not exceeding \$5,075,000. Such Series 2021 Bond shall constitute an Additional Parity Bond under the Original Resolution, and the Issuer hereby represents that upon the issuance of the Series 2021 Bond, all conditions to the issuance of Additional Parity Bonds set forth in the Original Resolution shall be satisfied.

SECTION 6. DESCRIPTION OF SERIES 2021 BOND.

(a) The Series 2021 Bond shall be issued in fully registered form; shall be dated the date of its issuance; shall be numbered R-1; shall be in the denomination of the outstanding principal amount of the Series 2021 Bond; and, notwithstanding any other provision of the Resolution or the Series 2021 Bond, shall never bear interest at such rate or rates exceeding the maximum rate allowed by State law. The Series 2021 Bond shall be issued in a principal amount of \$5,075,000 as set forth in the Series 2021 Bond.

(b) The Series 2021 Bond shall bear interest, computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months, from its date, payable semi-annually on the first day of March and the first day of September of each year, commencing on September 1, 2022, at the Bond Rate (or at the Taxable Rate upon an Event of Taxability) shown on the Form of Series 2021 Bond included in Section 11 of this Resolution (the "Bond Form"), subject to adjustment as set forth herein and in the Series 2021 Bond. Principal on the Series 2021 Bond shall be paid in annual installments beginning September 1, 2023 and on every September 1 thereafter until the Maturity Date indicated on the Bond Form and until paid in full.

(c) The Series 2021 Bond is subject to prepayment at the option of the Issuer, as set forth in Section 10 hereof and in the Series 2021 Bond.

(d) The payment of the principal of, premium, if any, and interest on the Series 2021 Bond shall be secured by an irrevocable lien on the Net Revenues as described in the Resolution.

(e) The principal of, premium, if any, and the interest on the Series 2021 Bond shall be payable in any coin or currency of the United States of America that on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of,

premium, if any, and the interest on the Series 2021 Bond shall be payable by the Paying Agent on each interest payment date to the person appearing on the registration books of the Issuer hereinafter provided for as the registered Holder thereof, by wire transfer to the Holder. Presentation of the Series 2021 Bond for such payment shall not be required.

(f) All provisions of the Resolution, except as expressly provided herein or therein, shall be applicable to the Series 2021 Bond. The Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Holders of the Series 2021 Bond.

(g) The audit that the Issuer prepares in accordance with Section 4.07 of the Original Resolution will be electronically transmitted to the Lender within 270 days after the end of each fiscal year. Additionally, the Issuer shall provide the Lender with such other financial information as the Lender may reasonably request, including but not limited to, the Issuer's annual budget for any prior, current or subsequent fiscal years.

SECTION 7. EXECUTION OF SERIES 2021 BOND.

(a) The Mayor and the Clerk or any Deputy Clerk are hereby authorized and directed to execute the Series 2021 Bond and the Clerk is hereby authorized to execute the Certificate of Authentication of the Bond Registrar and directed upon the full execution of the Series 2021 Bond, to deliver the Series 2021 Bond to or upon the order of the Lender upon the payment of the acquisition price.

(b) The Mayor, the Clerk, any Deputy Clerk, the City Manager and such other officers of the Issuer legally authorized to take action in their absence, and such other officers and employees of the Issuer as may be designated by the City Manager, are each designated as agents of the Issuer in connection with issuance and delivery of the Series 2021 Bond and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Series 2021 Bond, including, without limitation, such instruments, documents and contracts as may be necessary or desirable in connection with the sale of the Series 2021 Bond and which are specifically authorized or are not inconsistent with the terms and provisions of the Resolution or any action relating to the Series 2021 Bond heretofore taken by the Issuer. Such officers and those so designated are hereby charged with the responsibility for the issuance of the Series 2021 Bond.

SECTION 8. REGISTRATION OF TRANSFER; ASSIGNMENT OF RIGHTS OF LENDER. The Issuer shall keep at the office of the Bond Registrar in the Issuer's records the registration of the Series 2021 Bond and the registration of transfers of the Series 2021 Bond as provided herein. The transfer of the Series 2021 Bond may be registered only upon the books kept for the registration of the Series 2021 Bond and registration of transfer thereof without surrender thereof to the Bond Registrar, together with an assignment duly executed by the Holder or its attorney or legal representative in the form of the assignment set forth on the Series 2021 Bond; provided, however, the Series 2021 Bond may be sold, transferred or otherwise assigned

only in whole to a Permitted Lender that delivers a a duly executed Lender's Certificate substantially in the form attached hereto as Exhibit A to the Bond Registrar with the referenced assignment. No consent of the Issuer is required and failure to transfer the Series 2021 Bond upon satisfaction of the requirements hereof shall constitute a default hereunder. In the case of any such registration of transfer, the Issuer shall execute and deliver in exchange for the Series 2021 Bond a new Series 2021 Bond registered in the name of the transferee. In all cases in which the Series 2021 Bond shall be transferred hereunder, the Issuer shall execute and deliver at the earliest practicable time a new Series 2021 Bond in accordance with the provisions of the Resolution. The Issuer may make a charge for every such registration of transfer of the Series 2021 Bond sufficient to reimburse it for any tax or other governmental charges required to be paid (other than a tax or other governmental charge imposed by the Issuer) with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted.

The registration of transfer of the Series 2021 Bond on the registration books of the Issuer shall be deemed to effect a transfer of the rights of the Holder under the Resolution to the transferee. Thereafter, such transferee shall be deemed to be the Holder under the Resolution. The Issuer and the transferor shall execute and record such instruments and take such other actions as the Issuer and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Holder under the Resolution and the Series 2021 Bond.

In the event the Series 2021 Bond is mutilated, lost, stolen, or destroyed, the Issuer shall execute a new Series 2021 Bond of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of such a mutilated Bond, such mutilated Bond shall first be surrendered to the Issuer, and in the case of a lost, stolen, or destroyed Bond, there first shall be furnished to the Issuer evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

SECTION 9. OWNERSHIP OF SERIES 2021 BOND. The Person in whose name the Series 2021 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Series 2021 Bond, and the interest on any such Series 2021 Bond shall be made only to or upon the order of the registered owner thereof or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2021 Bond including interest thereon to the extent of the sum or sums so paid.

SECTION 10. PROVISIONS FOR PREPAYMENT. Prior to September 1, 2032, the Series 2021 Bond is not subject to prepayment. On and after September 1, 2032, the Series 2021 Bond is subject to prepayment prior to its maturity at the option of the Issuer in whole on any date at a price equal to par plus interest accrued thereon through the date of prepayment. Further, on and after September 1, 2032, the Series 2021 Bond is subject to prepayment prior to its maturity at the option of the Issuer in part one-time per calendar year in a minimum amount of \$250,000 on any March 1 or September 1 at a price equal to par plus interest accrued thereon through the date of prepayment.

Notwithstanding Section 2.09 of the Original Resolution, the Issuer shall provide written notice of prepayment of the Series 2021 Bond to the holder thereof at least thirty (30) days in advance of the date of prepayment selected by the Issuer in accordance with the requirements hereof. Such notice of prepayment may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional prepayment, and may also be subject to rescission by the Issuer if expressly set forth in such notice. For any prepayment in part, the partial prepayment shall be applied pro rata across all remaining principal payments for the Series 2021 Bond. Upon any such prepayment, the Lender shall provide the Issuer with a revised principal amortization schedule showing the pro rata reduction in the remaining principal payments for the Series 2021 Bond.

SECTION 11. FORM OF SERIES 2021 BOND. The text of the Series 2021 Bond shall be in substantially the following form, with such omissions, insertions and variations as may be necessary, desirable, authorized or permitted by the Resolution or by any supplemental resolution adopted prior to the issuance thereof, or as may be necessary to comply with applicable laws, rules and regulations of the United States and of the State in effect upon the issuance thereof.

[FORM OF SERIES 2021 BOND]

**THIS BOND IS SUBJECT TO THE TRANSFER RESTRICTIONS
CONTAINED IN THE RESOLUTION DESCRIBED HEREIN**

No. R-1

\$5,075,000

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF OKALOOSA
CITY OF CRESTVIEW
WATER AND SEWER REVENUE BOND, SERIES 2021

MATURITY DATE:	BOND RATE:	DATED DATE:
September 1, 2042	2.09%	December 17, 2021
(subject to adjustment as provided herein)		

Registered Owner: PINNACLE PUBLIC FINANCE, INC., A BANKUNITED COMPANY

Principal Amount: FIVE MILLION SEVENTY-FIVE THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS that the City of Crestview, Florida (hereinafter called the "Issuer") for value received, hereby promises to pay to the order of the Registered Owner identified above or its successors or registered assigns, as herein provided, solely from the revenues hereinafter mentioned, by wire transfer transmitted to the Registered Owner at its

address as it appears on the Bond registration books of the Issuer as it appears on the 15th day of the calendar month preceding the applicable interest payment date, the principal of and interest on this Bond at the Bond Rate per annum identified above, subject to adjustment as described herein, such interest shall be paid on each September 1 and March 1, commencing September 1, 2022, until paid in full, from the date hereof or the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which case it shall bear interest from said interest payment date. Principal on this Bond shall be paid in annual installments beginning September 1, 2023 and on every September 1 thereafter until the Maturity Date, until paid in full, in accordance with the following amortization schedule, subject to prepayment by the Issuer prior to the Maturity Date as provided below.

PRINCIPAL AMORIZATION SCHEDULE

Maturity Date <u>September 1</u>	Maturity <u>Amount</u>
2023	\$205,000
2024	210,000
2025	215,000
2026	220,000
2027	225,000
2028	230,000
2029	235,000
2030	240,000
2031	245,000
2032	250,000
2033	255,000
2034	260,000
2035	265,000
2036	270,000
2037	275,000
2038	285,000
2039	290,000
2040	295,000
2041	300,000
2042	305,000
TOTAL	\$5,075,000

Prior to the Maturity Date or the earlier payment in full of this Bond, payments of principal of and interest on this Bond will be payable without presentation and surrender hereof.

This Bond is issued to finance the Series 2021 Project under the authority of and in full

compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Part II, Florida Statutes, and other applicable provisions of law, and Resolution No. 2022-6 duly adopted by the City Council of the Issuer on December 13, 2021, which supplements the Original Resolution (collectively, the "Resolution"), and is subject to all the terms and conditions of such Resolution. All capitalized undefined terms used herein shall have the meaning set forth in the Resolution.

This Bond and the interest thereon are payable solely from and secured by a prior lien upon and pledge of the net revenues derived by the Issuer from the operation of the combined water and sewer system of the Issuer (together with any and all improvements, extensions and additions thereto hereafter constructed or acquired, together with all lands or interests therein, including plants, buildings, machinery, franchises, pipes, mains, fixtures, equipment and all property, real or personal, tangible or intangible, now or hereafter owned or used in connection therewith, the "System"), on a parity with the lien thereon in favor of the holders of the outstanding Water and Sewer Refunding Revenue Bonds (Bank Qualified), Series 2015 and Water and Sewer Refunding and Improvement Revenue Bonds, Series 2016 previously issued by the Issuer pursuant to the Original Resolution. This Bond does not constitute an indebtedness of the Issuer, within the meaning of any constitutional or statutory provision or limitation.

It is expressly agreed by the holder of this Bond that such holder shall never have the right to require or compel the levy of ad valorem taxes for the payment of the principal of and interest on this Bond or for the making of any sinking fund or other payment specified in the Resolution. This Bond and the indebtedness evidenced thereby shall not constitute a lien upon any other property of or in the Issuer, but shall constitute a lien only upon the net revenues of the System, in the manner and to the extent provided in the Resolution.

Upon an Event of Default, the Bond Rate shall be increased to the Default Rate.

If an Event of Taxability occurs then (i) interest on this Bond shall be computed by multiplying the portion of the outstanding principal amount of this Bond by the Taxable Rate (on the basis of a 360-day year comprised of twelve 30-day months), and the debt service schedule shall be deemed to be automatically amended to reflect such re-calculation, and (ii) the Issuer shall pay to the Registered Owner hereof as a gross-up amount (the "Gross-Up Amount") (i) an amount equal to the difference of (A) the amount of interest that would have been paid to the Registered Owner hereof during the period of which such interest is included in the gross income of the Lender if this Bond had borne interest at the Taxable Rate, beginning on the Taxable Date through the date of payment of such Gross-Up Amount (the "Gross-Up Period"), and (B) the corresponding amount of interest on this Bond actually paid to the Lender during the Gross-Up Period, and (ii) to the extent permitted by applicable law, an amount equal to any interest, penalties or charges owed by the Registered Owner hereof as a result of the interest on this Bond becoming included in the gross income of the Registered Owner hereof, together with all attorneys' fees, court costs, or other "out-of-pocket" costs incurred by the Registered Owner hereof in connection therewith.

An "Event of Taxability" means any action or inaction of the Issuer that results in or gives rise to (i) the receipt of notice in any form from the Internal Revenue Service or a ruling of a court of competent jurisdiction that the Registered Owner (or any prior Registered Owner) may not exclude the interest paid or payable on this Bond from gross income for federal income tax purposes or (ii) the receipt by the Registered Owner of a written opinion of nationally recognized bond counsel selected by the Issuer and approved by the Lender to the effect that interest paid or payable on this Bond is not excludable from the gross income of the Registered Owner (or any prior Registered Owner) for federal income tax purposes. "Taxable Rate" means the Bond Rate/(1.00-Maximum Federal Corporate Tax Rate). "Maximum Federal Corporate Tax Rate" means, for any day, the maximum rate of income taxation imposed on corporation pursuant to section 11(b) of the Internal Revenue Code of 1986, as amended (the "Code"), as in effect as of such day (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the holder hereof, the maximum statutory rate of federal income taxation which could apply to the Lender as of such day), expressed as a decimal. "Taxable Date" means the date on which the interest on this Bond is first includable in gross income of the Registered Owner hereof as a result of an Event of Taxability as such date is established by the Commissioner, any other officer or representative of the Internal Revenue Service, (or any other governmental official or agent exercising the same or a substantially similar function from time to time), court of competent jurisdiction or an opinion of nationally recognized bond counsel, which date may be as early as the Dated Date of this Bond.

This adjustment shall survive payment of this Bond until such time as the federal statute of limitations under which the interest on this Bond could be declared taxable under the Code shall have expired.

The Registered Owner hereof may sell, transfer or otherwise assign its rights and obligations under this Bond in whole only, without the consent of the Issuer, to (i) an affiliate of the Registered Owner hereof or (ii) any bank, trust company, savings institution or insurance company that is engaged as a regular part of its business in making loans in the State of Florida that is an "Accredited Investor" (as defined in Regulation D under the Securities Act of 1933, as amended) or a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933, as amended) as contemplated by Section 517.061(7), Florida Statutes. This Bond may be transferred only upon the books of the Issuer kept by the Bond Registrar upon surrender hereof, at the office of the Bond Registrar with an assignment duly executed by the Registered Owner or his duly authorized attorney and delivery of a Lender's Certificate substantially in the form attached as Exhibit A to the Resolution, but only in the manner, subject to the limitations and upon payment of a sum sufficient to cover any tax, fee or governmental charge, if any, that may be imposed in connection with any such transfer, as provided in the Resolution. Upon any such transfer, there shall be executed in the name of the transferee, and the Bond Registrar shall deliver, a new registered bond or bonds of authorized denominations and in the same aggregate principal amount, series, maturity and interest rate as this bond.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and

have been performed in regular and due form and time as required by the Statutes and Constitution of the State of Florida applicable thereto; and that the issuance of this Bond and of the issue of bonds of which this Bond is one, does not violate any constitutional or statutory limitation.

Prior to September 1, 2032, this Bond is not subject to prepayment. On and after September 1, 2032, this Bond is subject to prepayment prior to its maturity at the option of the Issuer in whole on any date at a price equal to par plus interest accrued thereon through the date of prepayment. Further, on and after September 1, 2032, this Bond is subject to prepayment prior to its maturity at the option of the Issuer in part one-time per calendar year in a minimum amount of \$250,000 on any March 1 or September 1 at a price equal to par plus interest accrued thereon through the date of prepayment. For any prepayment in part, the partial prepayment shall be applied pro rata across all remaining principal payments for this Bond.

Notice of such prepayment shall be given in the manner and to the extent required by the Resolution.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication hereon shall have been executed by the Bond Registrar.

IN WITNESS WHEREOF, the City of Crestview, Florida, has issued this Bond and has caused the same to be executed by its Mayor, and countersigned and attested by its City Clerk, and its corporate seal to be impressed, imprinted or otherwise reproduced hereon, all as of the Dated Date identified above.

CITY OF CRESTVIEW, FLORIDA

(SEAL)

By: _____
Mayor

ATTESTED AND COUNTERSIGNED:

City Clerk

CERTIFICATE OF AUTHENTICATION OF BOND REGISTRAR

This Bond is the bond described in the Resolution.

as Bond Registrar

By _____
[_____]

Date of Authentication: December 17, 2021

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -as tenants in
common

JT TEN - as joint tenants
with right of survivorship
and not as tenants in
common

TEN ENT -as tenants by the
entireties

UNIF GIF/TRANS MIN ACT - _____
(Cust.)

Custodian for _____
(Minor)

under Uniform Gifts/Transfers to
Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to

_____ (PLEASE INSERT NAME, ADDRESS
AND SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE) the within bond
and does hereby irrevocably constitute and appoint _____ as his
agent to transfer the bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or change whatever.

[END OF FORM OF BOND]

SECTION 12. APPLICATION OF SERIES 2021 BOND PROCEEDS. The proceeds received from the sale of the Series 2021 Bond shall be applied by the Issuer simultaneously with the delivery of such Series 2021 Bond to the owner thereof, as follows:

(a) A sufficient amount of the Series 2021 Bond proceeds shall be applied to the payment of the costs and expenses relating to the issuance of the Series 2021 Bond which must be paid upon delivery of the Series 2021 Bond.

(b) Any remaining moneys from the Series 2021 Bond shall be deposited into the Series 2021 Bonds Acquisition Fund (the "Acquisition Fund") which is hereby created and which shall be held by the Issuer, into which shall be paid the balance of the money remaining after making all the deposits and payments provided in (a) above. The Acquisition Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and the money on deposit therein shall be withdrawn, used and applied by the Issuer solely to the payment of the cost of the Series 2021 Project and purposes incidental thereto, as described in the Resolution. If for any reason such proceeds or any part thereof are not necessary for or are not applied to the payment of such cost, then the unapplied proceeds shall be deposited by the Issuer into the Sinking Fund for the payment of the Series 2021 Bond. Any funds on deposit in the Acquisition Fund which, in the opinion of the Issuer, are not immediately necessary for expenditure, as provided above, may be invested in Authorized Investments maturing not later than the date on which such funds will be needed for payment of the costs of the Series 2021 Project. All income derived therefrom shall be deposited in the Sinking Fund. All such proceeds shall be and constitute trust funds for such purposes, and there is hereby created a lien upon such money until so applied in favor of the holders of the Series 2021 Bond. Upon an Event of Default, all amounts on deposit in the Acquisition Fund shall be applied to immediately repay the outstanding principal, premium, if any, and accrued interest on the Series 2021 Bond.

SECTION 13. TAX COVENANTS; BANK QUALIFIED.

The Issuer covenants to the Holders provided for in this Resolution that the Issuer will not make any use of the proceeds of the Series 2021 Bond at any time during the term of the Bond which would cause the Bond to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Bond from the gross income of the holders thereof for purposes of federal income taxation.

The Issuer hereby designates the Series 2021 Bond as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The Issuer does not reasonably expect during the calendar year 2021 to issue more than \$10,000,000 of "tax-exempt" obligations including the Series 2021 Bond, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

SECTION 14. NO RESERVE FUND FOR SERIES 2021 BOND. The Series 2021 Bond shall not be secured by the Reserve Account and the debt service related thereto shall be omitted from the calculation of the Reserve Account Requirement.

SECTION 15. REMEDIES. Upon the occurrence of any Event of Default the Lender may exercise any remedy available at law or in equity.

SECTION 16. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid or shall in any manner be held to adversely affect the validity of the Series 2021 Bond, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Series 2021 Bond issued hereunder. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and Issuer Attorney, may be corrected.

SECTION 17. WAIVER OF JURY TRIAL. To the extent permitted by applicable law, each of the Issuer and the Lender, knowingly, voluntarily and intentionally waives any right each may have to a trial by jury with respect to any litigation based on, or arising out of, under or in connection with the Series 2021 Bond or any agreement contemplated to be executed in connection with the Series 2021 Bond, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party with respect hereto. This provision is a material inducement to the Lender to acquire the Series 2021 Bond from the Issuer.

SECTION 18. GENERAL AUTHORITY. The members of the City Council of the Issuer and the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements and are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the initial Lender of the Series 2021 Bond to effectuate the sale of

the Series 2021 Bond to said initial Lender.

SECTION 19. NO THIRD PARTY BENEFICIARIES. Except such other Persons as may be expressly described herein or in the Series 2021 Bond, nothing in this Resolution, or in the Series 2021 Bond, expressed or implied, is intended or shall be construed to confer upon any Person other than the Issuer and the Holder of the Series 2021 Bond, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Series 2021 Bond, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Holders.

SECTION 20. NO PERSONAL LIABILITY. Neither the members of the City Council of the Issuer nor any person executing the Series 2021 Bond shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 21. RATIFICATION; REPEAL OF INCONSISTENT INSTRUMENTS. The provisions and terms and conditions of the Resolution are hereby ratified, confirmed and approved. All other resolutions of the Issuer, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 22. EFFECTIVE DATE. The provisions of this Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED THIS 13th day of December, 2021.

(SEAL)

CITY COUNCIL

By: _____
Mayor

City Clerk

EXHIBIT A

FORM OF LENDER'S CERTIFICATE

This is to certify that Pinnacle Public Finance, Inc. (the "Lender") has not required the City of Crestview, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the delivery of the Issuer's Water and Sewer Revenue Bond, Series 2021 (the "Bond"), and no inference should be drawn that the Lender, in the acceptance of the Bond, is relying on Bryant Miller Olive P.A. ("Bond Counsel"), Jonathon Holloway, P.A. ("Issuer Attorney"), as to any such matters other than the legal opinions rendered by Bond Counsel and by the Issuer Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in the Bond.

We acknowledge and understand that Resolution No. __ adopted by the City Council of the Issuer on December 13, 2021 (the "Resolution") is not being qualified under the Trust Indenture Act of 1939, as amended, and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, as amended, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel, nor the Issuer Attorney shall have any obligation to effect any such registration or qualification.

We are buying the Bond for our own loan account and do not currently intend to syndicate the Bond. We acknowledge and understand that, based on the structure and particulars of the Bond as set forth therein and in the Resolution, no filing will be made with respect to the Bond with the Electronic Municipal Market Access website of the Municipal Securities Rulemaking Board. We are not acting as a broker or other intermediary, and are funding the Bond from our own capital for our own account and not with a present view to a resale or other distribution to the public.

We understand that the Bond is issued in a single denomination equal to the principal amount due under the Bond and may not be transferred except in whole in accordance with the terms of Section 8 of the Resolution and the Bond, and will not be transferred to any kind of trust under any circumstances. We understand that the Bond may not be transferred in denominations less than \$250,000, even in whole. The Bond will only be transferred sold or otherwise assigned to (i) an affiliate of the Lender or (ii) a bank, trust company, savings institution or insurance company that is engaged as a regular part of its business in making loans in the State of Florida that delivers a duly executed Lender's Certificate to the Bond Registrar in substantially the form hereof.

We are a qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not funding the Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We acknowledge and understand that there will be no CUSIP number obtained for the Bond or the Bond and no credit rating will be obtained on the Bond.

Neither the Lender nor any of its affiliates acts as a fiduciary for the Issuer or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor with respect to the proposed issuance of the Bond. Neither the Lender nor any of its affiliates has provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the Issuer with respect to the proposed issuance of the Bond. The Issuer has represented to the Lender that it has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the proposed issuance of the Bond from its financial, legal and other advisors (and not the Lender or any of its affiliates) to the extent that the Issuer desired to obtain such advice.

DATED this 17th day of December, 2021.

PINNACLE PUBLIC FINANCE, INC.

By: _____

Name: Cathleen D. Jimenez

Title: Managing Director and Executive Vice
President

EXHIBIT B
FORM OF DISCLOSURE LETTER

The undersigned, as lender, proposes to negotiate with the City of Crestview, Florida (the "Issuer") for the acquisition of the Issuer's Water and Sewer Revenue Bond, Series 2021, dated the date hereof from the Issuer to Pinnacle Public Finance, Inc. (the "Lender") in an amount of \$5,075,000 (the "Bond"). Prior to the award of the Bond, the following information is hereby furnished to the Issuer:

(a) Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Lender in connection with the issuance of the Bond (such fees and expenses to be paid by the Issuer):

Chapman and Cutler LLP
Lender's Counsel
\$6,500.00

(b) (a) No fee, bonus or other compensation is estimated to be paid by the Lender in connection with the delivery of the Bond to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes).

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the extension of credit evidenced by of the Bond.

(c) The amount of the underwriting spread expected to be realized by the Lender is \$0.

(d) The management fee to be charged by the Lender is \$0.

(e) Truth-in-Bonding Statement:

The Bond is being issued primarily to finance the Series 2021 Project as defined in the hereinafter mentioned Resolution. Unless earlier redeemed, the Bond is expected is expected to bear interest at an annual interest rate of 2.09% and finally mature on September 1, 2031. Total interest paid over the life of the Bond is estimated to equal \$1,261,956.51.

The Bond will be payable solely from the Net Revenues, as defined in the Bond, in a manner sufficient to pay the principal of, premium, if any, and interest due on the Bond, as described in the Bond and Resolution No. 2022-6 of the Issuer adopted on December 13, 2021.

Issuance of the Bond is estimated to result in a maximum of approximately \$315,827.50 of Net Revenues of the Issuer not being available to finance the other services of the Issuer in each year during the life of the Bond.

(f) The name and address of the Lender is as follows:

Pinnacle Public Finance, Inc.
8377 E. Hartford Drive, Suite 115
Scottsdale, Arizona 85255
Attn: Operations Manager

This Disclosure Letter is for informational purposes only and shall not affect or control the actual terms and conditions of the Bond.

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 17th day of December, 2021.

PINNACLE PUBLIC FINANCE, INC.

By: _____

Name: Cathleen D. Jimenez

Title: Managing Director and Executive Vice
President

City of Crestview, Florida
Water and Sewer Revenue Bond, Series 2021
Bank Loan RFP Summary
Proposals received November 22, 2021

	BB&T/TRUIST		Bank United		Sterling National Bank		Synovus
Proposal Requirements							
Contact Information	Andrew G. Smith Senior Vice President 5130 Parkway Plaza Blvd Charlotte, NC 28217 Office: (803) 251-1328		Blair Swain Senior Vice President, Direct Markets Pinnacle Public Finance, Inc. a BankUnited Company 8377 E. Hartford Drive, Suite 115 Scottsdale, AZ 85255 (480) 688-4064 BSwain@BankUnited.com		Mark A. Cargo Managing Director 9667 Ravenscroft LN NW Concord, NC 28027 704-287-4493 Email: mcargo@snb.com Website: www.snb.com		Andy LaFear Government Banking Solutions – Relationship Manager 7768 Ozark Drive, Suite 100 Jacksonville, Florida 32256 (904) 997-7646 (Office) (904) 347-7068 (Cell)
Tax Exempt (Bank Qualified) Fixed Interest Rate	2.15%	2.50%	1.87%	2.09%	2.08%	2.33%	2.38%
Final Maturity	15 years (2037)	20 years (2042)	15 years (2037)	20 years (2042)	15 years (2037)	20 years (2042)	15 years (2037)
Rate Locked to Closing, or Date to be set	Rates are valid for a closing date not later than January 2, 2022		The above rate is valid through December 17, 2021.		The Interest Rates quoted above are valid through the Anticipated Closing Date.		Rates are valid until Dec 22, 2021
Call Provisions	(1) Prepayable in whole at any time at 101% for first half of term (2)Second half of the term and Prepayable in whole at any time without penalty.		Prior to September 1, 2029 – (15 yrs) and 2032 (20 yrs), the Loan is not subject to prepayment. Beginning September 1, 2029 or 2032, the Loan is subject to prepayment in whole or in part any time at a price equal to par plus accrued interest.		Year: Percentage: 1-5 No Call 6-8 101% Thereafter 100%		Year: Percentage: 1-3 102% Thereafter 100%
Legal/Other Fees	\$7,500		\$6,500		\$0		\$7,500
Amount	Not to exceed \$5,075,000		Not to exceed \$5,075,000		Not to exceed \$5,075,000		Not to exceed \$5,075,000
Other Conditions	1.20x Additional Bonds Test		- The Lender assumes the Borrower will be subject to an Additional Bonds Test requiring a minimum of 1.20X coverage. - Lender will request that the Borrower agrees to provide its CAFR within 270 days - The Lender requests a default rate of 5% - See proposal for other conditions		The “Bonds” proceeds shall be funded into an escrow account (the “Escrow Fund”), with disbursements made as needed. The Escrow shall be set up with Sterling National Bank and will be collateralized as required by the State of Florida.		See proposal for additional conditions.



Staff Report

CITY COUNCIL MEETING DATE: December 13, 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: 12/9/2021
SUBJECT: Florida Opioid Litigation

BACKGROUND:

Opioid addiction is a national epidemic. Several years ago, many states and local government entities began pursuing manufacturers of opioid products to attempt to recover costs expended responding to opioid abuse. The State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation, which is part of a proposed national settlement negotiated with several manufacturers that will provide funds for opioid abuse abatement programs.

DISCUSSION:

The Florida Memorandum of Understanding (the “Florida Plan”) sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date. Participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida’s relative bargaining position during additional settlement negotiations. To the contrary, failure to participate in the Florida Plan will reduce funds available to the State, and every Florida city and county.

This item requests a formal resolution be adopted supporting the Florida Plan. However, because of the relatively small dollars that may flow to the City and the restrictions on how this money may be used (i.e., for abatement and training related to opioid abuse), it is anticipated that cities like Crestview may partner with Okaloosa County to pool community dollars into a county-wide plan that could better achieve the goals of the settlement. At this time, we are not committing to any particular use of funds or any particular partnership or collaboration. This is only a resolution recognizing the City of Crestview's formal support of the proposed settlement.

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

None at this time, as this proposed Resolution simply reflects the City's formal support of the proposed settlement and distribution plan.

RECOMMENDED ACTION

Staff respectfully requests adoption of Resolution 2022-4, formally reflecting the City's support of the proposed Florida opioid settlement.

Attachments

1. Crestview
2. Enclosures
3. Letter to Subdivisions Notice
4. Opioid Resolution
5. Opioid Settlement Extract

RESOLUTION: 2022- 4

A Resolution Authorizing the City of Crestview (herein referred to as this “Governmental Unit”) to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements Implementing a Unified Plan

WHEREAS, the City of Crestview has suffered harm from the opioid epidemic; and

WHEREAS, the City of Crestview recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”) and the City of Crestview is not a litigating participant in that action; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the “Florida Plan”) sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida’s relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, the City of Crestview and every other Florida city and county.

NOW, THEREFORE, BE IT RESOLVED BY the City of Crestview:

SECTION 1. That the City of Crestview finds that participation in the Florida Plan would be in the best interest of the City of Crestview and its citizens in that such a plan ensures that almost all the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That the City of Crestview hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit “A.”

SECTION 3. That the City of Crestview is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit “A.”

SECTION 4. That the City of Crestview is hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. That the City Clerk be hereby instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The City Clerk of the City of Crestview is hereby directed to furnish a certified copy of this resolution to the Florida League of Cities, and Attorney General Ashley Moody c/o John M. Guard The Capitol, PL-01, Tallahassee, FL 32399-1050.

SECTION 7. This Resolution shall take effect immediately upon its adoption.
Adopted this ____ day of _____, 2021.

Approved:

Mayor JB Whitten

City Clerk Maryanne Schrader

ATTEST: _____



ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300
Fax (850) 487-0168
<http://www.myfloridalegal.com>

April 13, 2021

Mayor JB Whitten
City of Crestview
198 North Wilson Street
Crestview, FL 32536
jbwhitten@cityofcrestview.org

RE: Opioid Litigation

Dear Mayor Whitten:

My name is John Guard and I am the Chief Deputy Attorney General for the State of Florida (the "State"). Since she took office, Attorney General Moody has been heavily involved in leading both the State's ongoing opioid litigation and several different negotiations with defendants in that litigation. Those negotiations have included litigation counsel representing cities and counties.

As part of those negotiations to enable Florida to achieve the maximum amount recoverable for both the State and its subdivisions, the State has been negotiating for a lengthy time with outside counsel for nearly all litigating political subdivisions within the State. After multiple sessions and significant compromise by both sides, the attached memorandum of understanding ("MOU") has been reached. We have offered and the lawyers for the litigating subdivisions are recommending to their clients that the attached MOU be accepted. This proposal is the result of numerous meetings and includes feedback and comments from many local subdivisions. Based on the status of this litigation, the likely structure of any resolution, the potential litigation risks in the absence of such an agreement, the State believe that this proposal reflects a reasonable compromise between the State and its political subdivisions.

The purpose of this letter is to summarize the primary terms of the MOU and attempt to anticipate questions that you, your commission, and your internal and/or other legal counsel may have regarding this litigation and allocation proposal.

What cases does this MOU apply?

This allocation agreement is intended to govern the distribution of settlement proceeds obtained through the Purdue Pharma L.P. (“Purdue”) bankruptcy, the Mallinckrodt PLC (“Mallinckrodt”) bankruptcy, the distributor (Cardinal Health, Inc., McKesson Corp., and AmerisourceBergen Corp. (collectively referred to as the “Distributors”)) and Johnson & Johnson (“J&J”) potential deal, as well as any additional settlements obtained related to the opioid litigation.

Why is an allocation agreement necessary and why now?

Almost 100 political subdivisions within the State of Florida, as well as the State of Florida itself, have filed suit against numerous entities engaged in the manufacture, marketing, promotion, distribution or dispensing of opioids. Another 30 political subdivisions within the State of Florida have filed claims in the Purdue bankruptcy.

The State and the Plaintiffs’ Executive Committee for the Opioid Litigation Multi-District Litigation panel (the “PEC”) are in ongoing negotiations with Purdue, Mallinckrodt, the Distributors, and J&J with potential resolutions anticipated in the coming weeks. Under the likely settlement structure for these cases, states and their political subdivisions are strongly incentivized to reach a joint resolution of all State and political subdivision claims. Under the Distributor and J&J deal, the State and its subdivisions receive a substantially larger settlement amount the higher the number of subdivisions sign on to the deal. Therefore, it is in the best interest of all political subdivisions and the State of Florida to reach an allocation agreement which will permit the joint resolution of all claims within the state.

The deals contemplate the need for relatively quick buy in by subdivisions in order to maximize recovery. The pace of negotiations is accelerating, and Purdue has filed its plan of reorganization. Given this accelerating pace, there is a greater sense of urgency among all counsel to come to agreement and resolve how monies are going to be allocated, so that we can move Purdue, Mallinckrodt, and other potential settlements toward finality. Given the Sunshine law, the likely need for public notice and comment, and the complexity of the deals, we need to agree to an allocation plan now to ensure that Florida maximizes recovery.

How can funds be utilized?

You will see as you review the MOU that the State and its subdivisions, who execute this MOU, are agreeing that almost all the funds from any settlement will go to abatement activities. In other words, funds must be utilized for strategies, programming and services used to expand the availability of treatment for individuals impacted by Opioid Use Disorder or co-occurring Substance Use Disorder and Mental Health disorders (“Approved Purposes”). A non-exclusive list of potential abatement programs and uses are included in Exhibits A and B to the agreement. The list was developed nationally consulting with public health officials in multiple states, experts for the states and subdivisions, and officials within the United States Department of Health and Human Services. These uses are intended to best serve the overall purpose and

intention of this litigation, which is to abate the continuing public health crisis of opioid addiction within our communities.

While supported by the State, this requirement was imposed the defendants for tax and other reasons. It is also necessary to militate against the United States seeking substantial amounts of settlement funds from both the State and subdivisions as recoupment.

How are the funds allocated amongst the States?

While not part of the MOU, the States have been negotiating the national allocation for almost two years with an agreement reached in late 2019. Florida's interstate allocation is 7.03%. That allocation is the second largest allocation in the nation ahead of Texas, which is the second largest state. Florida is one of a handful of states whose allocation is greater and greater by a significant percentage above its population (Florida has 6.54% of the United States' population). The only states that have larger gains over their population are the opioid belt states: West Virginia, Kentucky, etc. The interstate allocation is the product of two measures. One calculated by the PEC and the other calculated by the States. The data sets chosen are slightly different (including different years and what measures were selected), but the main difference is that some states demanded that population play a more significant factor in the state allocation and it is not a factor in the PEC calculation. Given how much Florida's allocation percentage is above its population, the need in these settlements to maximize the number of states settling, and the potential litigation risks in the absence of such an agreement, it would be our recommendation that cities and counties accept the interstate allocation.

How much money does the State expect for it and its subdivisions?

It depends. Each of the current or proposed settlements are for different lengths of time and each contain different variability. In Purdue, payments are paid over a ten-year period and vary with the performance of the ongoing business of the new company and payments from third parties. In Mallinckrodt, payment amounts are still being negotiated, but will be paid over seven years and will vary depending on the value of the emerging company seven years later as part of the recovery is warrants in the re-emerged company. In the Distributor and J&J proposed deal, the proposed deal is over eighteen years and the amount paid varies depending on subdivision participation and whether other subdivisions file opioid related litigation in the future. As part of the MOU, the State is willing to seek judicial or legislative action to reduce the variability of the monies, especially in connection with the Distributor and J&J deal. Our current best guess based on projections and assuming total participation is \$120-140M a year for the first few years, \$90-110M a year for the middle years, and then \$60-70M a year for the later years of the deal for the State and its subdivisions. Again, these numbers can and will vary and hopefully will increase if additional settlements are reached.

How are the funds allocated amongst the State and its subdivisions?

This Proposal divides all settlement funds between three funds: (1) the City/County Fund; (2) the Regional Fund; and (3) the State Fund.

The **City/County Fund** consists of 15% of the total settlement amounts allocable to the State of Florida. These funds are distributed to all counties and qualifying municipalities in the State of Florida.

The allocation of the City/County Fund between counties and municipalities is based on a model referred to as the “Negotiation Class Metrics.” This model was developed in the National Prescription Opiate MDL by the PEC, and considers: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. Allocations between counties and municipalities within each county use historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past.

We have attached a spreadsheet to this letter that provides you an estimated amount per year for an amount within each range in the previous question.

The **Regional Fund** consists of a sliding scale between 30% and 40% of the total settlement amounts allocable to the State of Florida, with the largest percentages occurring in the immediate years after settlement and decreasing over time.

These funds are allocated to counties in accordance with the “Negotiating Class Metrics” described above. In the case of counties with a population of over 300,000, and which satisfy other criteria regarding abatement infrastructure, (termed “Qualified Counties”) these funds are provided directly to the county. For the remainder of counties within the State, these funds are provided to the Managing Entity (the entity that the State has contracted with to provide substance abuse treatment) for that county, to be spent on approved purposes within the region that the county is a part.

For Counties with populations greater than 300,000: We encourage you to review the definition of Qualified County in the MOU, so that you can understand the other requirements that you will have to meet. Importantly, the definition of Qualified County requires that you reach an agreement with at least some municipalities (at least 50% of the population) within your county as to how these funds are spent. The requirements of such agreements are subject to further discussion and negotiation.

We have attached a spreadsheet to this letter that provides you an estimated amount per year for an amount within each range in the previous question. The amount will vary for qualified counties depending on how many municipalities in that County: (1) join a settlement; and (2) enter an agreement with a County.

For Counties with populations less than 300,000 or that do not qualify as a Qualified County: Currently, a majority of the monies being utilized to respond to the opioid epidemic in the State flow through Managing Entities located regionally who provide service in each community. When we traveled the state before COVID and had discussions with many of you, most (outside a couple large counties) indicated that they

had a good working relationship with their Managing Entity. Indeed, several indicated that they were already involved with their Managing Entity. The actual dollar amounts annually paid to smaller counties under the contemplated settlement agreements are not substantial enough to support standalone programs. Given that reality, but wanting to maximize services locally, it made sense to have the monies flow through the existing structure to expand services in each county. If there are issues or problems with Managing Entities, we are happy to engage. We are also happy to try and help communities get involved in or engage with their Managing Entity.

We have attached a spreadsheet to this letter that demonstrates the amounts attributable to each county per year for an amount within each range in the previous question.

The **State Fund** consists of the remaining 45% to 55% of the total settlement amounts allocable to the State of Florida, depending on the amount of the Regional Fund above. As with the City/County Fund and Regional Fund, these funds must be spent on Approved Purposes

Why should we agree to this allocation?

The proposed allocation in the MOU is better than the alternative that subdivisions will receive if they do not enter an agreement with the State. Two of the defendants who we have negotiated with, Purdue and Mallinckrodt are now in bankruptcy. In advance of and in connection with those bankruptcies, the states, the PEC, and city and county representatives negotiated a default intrastate allocation and agreed that it will apply unless a state and its cities and counties agree to something else. A Deputy County Attorney for Broward County, Florida, was involved in the negotiations related to Purdue. Something like the Purdue default allocation is currently in the draft connected to the Distributor and J&J deal.

The allocation above is superior for Florida's subdivisions than that default allocation. Indeed, the State offered substantial improvements over those terms from the beginning of the negotiations that led to this MOU. We have attached a copy of the Purdue abatement term sheet for your review. Under that default allocation, there is no city/county fund. Only subdivisions with populations greater than 400,000 people are eligible to receive any monies directly. Almost all the monies will flow through the Managing Entities who are regionally supplying services. The allocation percentages for the regional bucket are dollar based and decrease to half, far more quickly than in the MOU. In other words, the allocation in this MOU allows a far greater recovery directly to each Florida city and county than the alternative and greater recoveries regionally for all subdivisions.

The allocation is also better than the cities and counties would achieve if damages were proportionally allocated. In the Purdue bankruptcy, over one hundred twenty-five Florida subdivisions filed proofs of claims. When the size of those claims is compared to that of the State's claim, the State's claim was more than four, almost five times larger than all the subdivisions' claims combined. Subdivisions are getting substantially more than what their proportional share would be. The State is willing to agree to the larger because it frankly reflects the reality of how monies are currently being spent and is consistent with how the legislature has been appropriating monies to combat this crisis.

If individual subdivisions do not agree to a settlement, what will happen?

If there are hold outs or subdivisions that do not respond, the MOU contemplates that the State will either file a new suit or sever its claims against settling defendants from its existing opioid lawsuit and add political subdivisions and through either a class action mechanism or declaratory relief seek to bar future subdivision claims. Such action is necessary to ensure that the State and any subdivisions that agree to a settlement maximize their recoveries. This not a novel position and there is a substantial body of Florida law that exists that the State may resolve and release public claims including subdivision claims.¹ That being said, the State would prefer that we reach agreement on the allocation under the proposed MOU and handle things consensually. But, if there are holdouts, the State is prepared to litigate or seek legislation from the legislature to ensure that cities and counties that agree to this MOU are protected and will receive the recovery contemplated under the allocation.

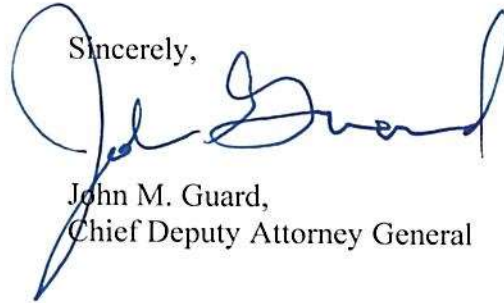
What are the next steps and the timeline?

We would ask that you review the attached MOU and proposed model resolution supporting an agreement on the MOU terms. We will be scheduling calls to answer questions about the MOU. We would ask each subdivision to think about who is attending each session and ensure that any of those discussions will not violate Florida's government-in-the-sunshine law. If you will contact my administrator, Janna Barineau, by e-mail (Janna.Barineau@myfloridalegal.com), we will include you in those discussions. After those discussions, we would then ask that you follow Florida law for approving such a resolution by your commission and in due course, pass it, and return a copy to me at the address on the first page of the letter. Potential settlements are anticipated in the coming weeks or months, but I cannot tell you exactly when a settlement will be finalized. These proposed settlements are

¹ See Fla. Stat. §501.207(1)(c)(authorizing the Attorney General to bring “[a]n action on behalf of one or more consumers or **government entities** for actual damages...” under Florida’s Deceptive and Unfair Trade Practices Act); e.g., *Engle v. Liggett Group, Inc.*, 945 So. 2d 1246, 1258-62 (Fla. 2006); *Young v. Miami Beach Improvement Co.*, 46 So. 2d 26, 30 (Fla. 1950); *Castro v. Sun Bank of Bal Harbour*, 370 So. 2d 392, 393 (Fla. 3d DCA1979); *City of New Port Richey v. State ex rel. O’Malley*, 145 So. 903, 905 (Fla. 2d DCA 1962); also *State of Florida ex rel. Shevin v. Exxon Corp.*, 526 F.2d 266, 275 (5th Cir. 1976) (holding that the Attorney General could file suit seeking damages for injuries sustained by government entities who had not specifically authorized the Attorney General to do so); *Eggers v. City of Key West*, 2007 WL 9702450, at *3 (S.D. Fla. Feb. 26, 2007) (concluding “[a]pplicable Florida law states that a judgment in an action brought against a public entity that adjudicates matters of general interest to the citizens of the jurisdiction is binding on all citizens of that jurisdiction.”); *Aerojet-General Corp. v. Askew*, 366 F. Supp. 901, 908-11 (N.D. Fla. 1973).

anticipated to include provisions which establish time limits on agreements between states and political subdivisions. As a result, we would request that you pass a resolution in the next 60-90 days, if possible.

Sincerely,

A handwritten signature in blue ink, appearing to read "John M. Guard", is written over the typed name and title.

John M. Guard,
Chief Deputy Attorney General

cc: John Holloway
Jonathan Holloway P.A.
420 East Pine Avenue
Crestview, FL 32539-2808
jholloway@okaloosalaw.com

Enc. Proposal with Ex. A and B
Recovery Spreadsheet
Purdue Abatement Term Sheet

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based “best practices”;

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties’ agreements.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Municipalities” shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular “Municipality” shall refer to a singular of the Municipalities.

6. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

7. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. “Parties” shall mean the State and Local Governments. The singular word “Party” shall mean either the State or Local Governments.

11. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>

15. “Qualified County” shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. “SAMHSA” shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. “State” shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) (“Order”). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services (“Core Strategies”). The State is trying to obtain the United States’ agreement to limit or reduce the United States’ ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) Regional Fund- The regional fund will be subdivided into two parts.
 - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
 - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, Florida’s Department of Children and Families (“DCF”), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
 - (i) The Governor shall appoint two Members.
 - (ii) The Speaker of the House shall appoint one Member.
 - (iii) The Senate President shall appoint one Member.
 - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund (“Administrative Costs”) and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

- (a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.
- (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

- (c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the “Court”). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government’s share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

- c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

RESOLUTION NO. [INSERT]

A Resolution authorizing [City/County] (herein referred to as this "Governmental Unit") to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan.

WHEREAS, the [City/County] has suffered harm from the opioid epidemic;

WHEREAS, the [City/County] recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and [City/County] [is/is not] a litigating participant in that action;

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, [City/County], and every other Florida city and county;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 3. That [official name] is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 4. That [official name] is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Florida

[Florida League of Cities/Florida Association of Counties]

Attorney General Ashley Moody
c/o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this day of , _____, 2021.

(Mayor/Commissioner/etc.)

ATTEST: _____

City/County Fund	15%
Regional Fund	35%
Scenario 1	\$ 130,000,000.00
City/County Fund Scenario 1	\$ 19,500,000.00
Regional Fund Scenario 1	\$ 45,500,000.00
Scenario 2	\$ 100,000,000.00
City/County Fund Scenario 2	\$ 15,000,000.00
Regional Fund Scenario 2	\$ 35,000,000.00
Scenario 3	\$ 70,000,000.00
City/County Fund Scenario 3	\$ 10,500,000.00
Regional Fund Scenario 3	\$ 24,500,000.00

County	Allocated Subdivisions	Overall Total %	Allocated % by entity	Scenario 1 City/County Fund	Scenario 1 Regional Fund	Scenario 2 City/County Fund	Scenario 2 Regional Fund	Scenario 3 City/County Fund	Scenario 3 Regional Fund
Alachua		1.241060164449%			\$ 564,682.37		\$ 434,371.06		\$ 304,059.74
	Alachua County		0.821689546303%	\$ 160,229.46		\$ 123,253.43		\$ 86,277.40	
	Alachua		0.013113332457%	\$ 2,957.10		\$ 1,967.00		\$ 1,376.90	
	Archer		0.000219705515%	\$ 42.84		\$ 32.96		\$ 23.07	
	Gainesville		0.381597611347%	\$ 74,411.53		\$ 57,239.64		\$ 40,067.75	
	Hawthorne		0.000270546460%	\$ 52.76		\$ 40.58		\$ 28.41	
	High Springs		0.011987568663%	\$ 2,337.58		\$ 1,798.14		\$ 1,258.69	
	La Crosse		0.000975056706%	\$ 190.14		\$ 146.26		\$ 102.38	
	Micanopy		0.002113530737%	\$ 412.14		\$ 317.03		\$ 221.92	
	Newberry		0.006102729215%	\$ 1,190.03		\$ 915.41		\$ 640.79	
	Waldo		0.002988721299%	\$ 582.80		\$ 448.31		\$ 313.82	
Baker		0.193173804130%			\$ 87,894.08		\$ 67,610.83		\$ 47,327.58
	Baker County		0.169449240037%	\$ 33,042.60		\$ 25,417.39		\$ 17,792.17	
	Glen St. Mary		0.000096234647%	\$ 18.77		\$ 14.44		\$ 10.10	
	Macclenny		0.023628329446%	\$ 4,607.52		\$ 3,544.25		\$ 2,480.97	
Bay		0.839656373312%			\$ 382,043.65		\$ 293,879.73		\$ 205,715.81
	Bay County		0.508772605155%	\$ 99,210.66		\$ 76,315.89		\$ 53,421.12	
	Callaway		0.024953825527%	\$ 4,866.00		\$ 3,743.07		\$ 2,620.15	
	Lynn Haven		0.039205632015%	\$ 7,645.10		\$ 5,880.84		\$ 4,116.59	
	Mexico Beach		0.005614292988%	\$ 1,094.79		\$ 842.14		\$ 589.50	
	Panama City		0.155153855596%	\$ 30,255.00		\$ 23,273.08		\$ 16,291.15	
	Panama City Beach		0.080897023117%	\$ 15,774.92		\$ 12,134.55		\$ 8,494.19	
	Parker		0.008704696178%	\$ 1,697.42		\$ 1,305.70		\$ 913.99	
	Springfield		0.016354442736%	\$ 3,189.12		\$ 2,453.17		\$ 1,717.22	
Bradford		0.189484204081%			\$ 86,215.31		\$ 66,319.47		\$ 46,423.63
	Bradford County		0.151424309090%	\$ 29,527.74		\$ 22,713.65		\$ 15,899.55	
	Brooker		0.000424885045%	\$ 82.85		\$ 63.73		\$ 44.61	
	Hampton		0.002839829959%	\$ 553.77		\$ 425.97		\$ 298.18	
	Lawtrey		0.003400896108%	\$ 663.17		\$ 510.13		\$ 357.09	
	Starke		0.031392468132%	\$ 6,121.53		\$ 4,708.87		\$ 3,296.21	
Brevard		3.878799180444%			\$ 1,764,853.63		\$ 1,357,579.71		\$ 950,305.80
	Brevard County		2.323022668525%	\$ 452,989.42		\$ 348,453.40		\$ 243,917.38	
	Cape Canaveral		0.045560750209%	\$ 8,884.35		\$ 6,834.11		\$ 4,783.88	
	Cocoa		0.149245411423%	\$ 29,102.86		\$ 22,386.81		\$ 15,670.77	
	Cocoa Beach		0.084363286155%	\$ 16,450.84		\$ 12,654.49		\$ 8,858.15	
	Grant-Valkaria		0.000321387406%	\$ 62.67		\$ 48.21		\$ 33.75	
	Indianalantic		0.024136738902%	\$ 4,706.66		\$ 3,620.51		\$ 2,534.36	
	Indian Harbour Beach		0.021089913665%	\$ 4,112.53		\$ 3,163.49		\$ 2,214.44	
	Malabar		0.002505732317%	\$ 488.62		\$ 375.96		\$ 263.10	
	Melbourne		0.383104682233%	\$ 74,705.41		\$ 57,465.70		\$ 40,225.99	
	Melbourne Beach		0.012091066302%	\$ 2,357.76		\$ 1,813.66		\$ 1,269.56	
	Melbourne Village		0.003782203200%	\$ 737.53		\$ 567.33		\$ 397.13	
	Palm Bay		0.404817397481%	\$ 78,939.39		\$ 60,722.61		\$ 42,505.83	
	Palm Shores		0.000127102364%	\$ 24.78		\$ 19.07		\$ 13.35	
	Rockledge		0.096603243798%	\$ 18,837.63		\$ 14,490.49		\$ 10,143.34	
	Satellite Beach		0.035975416224%	\$ 7,015.21		\$ 5,396.31		\$ 3,777.42	
	Titusville		0.240056418924%	\$ 46,811.00		\$ 36,008.46		\$ 25,205.92	
	West Melbourne		0.051997577066%	\$ 10,139.53		\$ 7,799.64		\$ 5,459.75	
Broward		9.057962672578%			\$ 4,121,373.02		\$ 3,170,286.94		\$ 2,219,200.85
	Broward County		3.966403576878%	\$ 773,448.70		\$ 594,960.54		\$ 416,472.38	
	Coconut Creek		0.101131719448%	\$ 19,720.69		\$ 15,169.76		\$ 10,618.83	
	Cooper City		0.073935445073%	\$ 14,417.41		\$ 11,090.32		\$ 7,763.22	
	Coral Springs		0.323406517664%	\$ 63,064.27		\$ 48,510.98		\$ 33,957.68	
	Dania Beach		0.017807041180%	\$ 3,472.37		\$ 2,671.06		\$ 1,869.74	
	Davie		0.266922227153%	\$ 52,049.83		\$ 40,038.33		\$ 28,026.83	
	Deerfield Beach		0.202423224725%	\$ 39,472.53		\$ 30,363.48		\$ 21,254.44	
	Fort Lauderdale		0.830581264531%	\$ 161,963.35		\$ 124,587.19		\$ 87,211.03	
	Hallandale Beach		0.154950491814%	\$ 30,215.35		\$ 23,242.57		\$ 16,269.80	
	Hillsboro Beach		0.012407006463%	\$ 2,419.37		\$ 1,861.05		\$ 1,302.74	
	Hollywood		0.520164608456%	\$ 101,432.10		\$ 78,024.69		\$ 54,617.28	
	Lauderdale-By-The-Sea		0.022807611325%	\$ 4,447.48		\$ 3,421.14		\$ 2,394.80	

	Lauderdale Lakes		0.062625150435%	\$	12,211.90	\$	9,393.77	\$	6,575.64
	Lauderhill		0.144382838130%	\$	28,154.65	\$	21,657.43	\$	15,160.20
	Lazy Lake		0.000021788977%	\$	4.25	\$	3.27	\$	2.29
	Lighthouse Point		0.029131861803%	\$	5,680.71	\$	4,369.78	\$	3,058.85
	Margate		0.143683775129%	\$	28,018.34	\$	21,552.57	\$	15,086.80
	Miramar		0.279280208419%	\$	54,459.64	\$	41,892.03	\$	29,324.42
	North Lauderdale		0.066069624496%	\$	12,883.58	\$	9,910.44	\$	6,937.31
	Oakland Park		0.100430840699%	\$	19,584.01	\$	15,064.63	\$	10,545.24
	Ocean Breeze		0.005381877237%	\$	1,049.47	\$	807.28	\$	565.10
	Parkland		0.045804060448%	\$	8,931.79	\$	6,870.61	\$	4,809.43
	Pembroke Park		0.024597938908%	\$	4,796.60	\$	3,689.69	\$	2,582.78
	Pembroke Pines		0.462832363603%	\$	90,252.31	\$	69,424.85	\$	48,597.40
	Plantation		0.213918725664%	\$	41,714.15	\$	32,087.81	\$	22,461.47
	Pompano Beach		0.335472163493%	\$	65,417.07	\$	50,320.82	\$	35,224.58
	Sea Ranch Lakes		0.005024174870%	\$	979.71	\$	753.63	\$	527.54
	Southwest Ranches		0.025979723178%	\$	5,066.05	\$	3,896.96	\$	2,727.87
	Sunrise		0.286071106146%	\$	55,783.87	\$	42,910.67	\$	30,037.47
	Tamarac		0.134492458472%	\$	26,226.03	\$	20,173.87	\$	14,121.71
	Weston		0.138637811283%	\$	27,034.37	\$	20,795.67	\$	14,556.97
	West Park		0.029553115352%	\$	5,762.86	\$	4,432.97	\$	3,103.08
	Wilton Manors		0.031630331127%	\$	6,167.91	\$	4,744.55	\$	3,321.18
Calhoun		0.047127740781%		\$	21,443.12	\$	16,494.71	\$	11,546.30
	Calhoun County		0.038866087128%	\$	7,578.89	\$	5,829.91	\$	4,080.94
	Altha		0.000366781107%	\$	71.52	\$	55.02	\$	38.51
	Blountstown		0.007896688293%	\$	1,539.85	\$	1,184.50	\$	829.15
Charlotte		0.737346233376%		\$	335,492.54	\$	258,071.18	\$	180,649.83
	Charlotte County		0.690225755587%	\$	134,594.02	\$	103,533.86	\$	72,473.70
	Punta Gorda		0.047120477789%	\$	9,188.49	\$	7,068.07	\$	4,947.65
Citrus		0.969645776606%		\$	441,188.83	\$	339,376.02	\$	237,563.22
	Citrus County		0.929715661117%	\$	181,294.55	\$	139,457.35	\$	97,620.14
	Crystal River		0.021928789266%	\$	4,276.11	\$	3,289.32	\$	2,302.52
	Inverness		0.018001326222%	\$	3,510.26	\$	2,700.20	\$	1,890.14
Clay		1.193429461456%		\$	543,010.40	\$	417,700.31	\$	292,390.22
	Clay County		1.055764891131%	\$	205,874.15	\$	158,364.73	\$	110,855.31
	Green Cove Springs		0.057762577142%	\$	11,263.70	\$	8,664.39	\$	6,065.07
	Keystone Heights		0.000753535443%	\$	146.94	\$	113.03	\$	79.12
	Orange Park		0.078589207339%	\$	15,324.90	\$	11,788.38	\$	8,251.87
	Penney Farms		0.000561066149%	\$	109.41	\$	84.16	\$	58.91
Collier		1.551333376427%		\$	705,856.69	\$	542,966.68	\$	380,076.68
	Collier County		1.354673336030%	\$	264,161.30	\$	203,201.00	\$	142,240.70
	Everglades		0.000148891341%	\$	29.03	\$	22.33	\$	15.63
	Marco Island		0.062094952003%	\$	12,108.52	\$	9,314.24	\$	6,519.97
	Naples		0.134416197054%	\$	26,211.16	\$	20,162.43	\$	14,113.70
Columbia		0.446781150792%		\$	203,285.42	\$	156,373.40	\$	109,461.38
	Columbia County		0.341887201373%	\$	66,668.00	\$	51,283.08	\$	35,898.16
	Fort White		0.000236047247%	\$	46.03	\$	35.41	\$	24.78
	Lake City		0.104659717920%	\$	20,408.64	\$	15,698.96	\$	10,989.27
DeSoto		0.113640407802%		\$	51,706.39	\$	39,774.14	\$	27,841.90
	DeSoto County		0.096884684746%	\$	18,892.51	\$	14,532.70	\$	10,172.89
	Arcadia		0.016755723056%	\$	3,267.37	\$	2,513.36	\$	1,759.35
Dixie		0.103744580900%		\$	47,203.78	\$	36,310.60	\$	25,417.42
	Dixie County		0.098822087921%	\$	19,270.31	\$	14,823.31	\$	10,376.32
	Cross City		0.004639236282%	\$	904.65	\$	695.89	\$	487.12
	Horseshoe Beach		0.000281440949%	\$	54.88	\$	42.22	\$	29.55
Duval		5.434975156935%		\$	2,472,913.70	\$	1,902,241.30	\$	1,331,568.91
	Jacksonville		5.270570064997%	\$	1,027,761.16	\$	790,585.51	\$	553,409.86
	Atlantic Beach		0.038891507601%	\$	7,583.84	\$	5,833.73	\$	4,083.61
	Baldwin		0.002251527589%	\$	439.05	\$	337.73	\$	236.41
	Jacksonville Beach		0.100447182431%	\$	19,587.20	\$	15,067.08	\$	10,546.95
	Neptune Beach		0.022814874318%	\$	4,448.90	\$	3,422.23	\$	2,395.56
Escambia		1.341634449244%		\$	610,443.67	\$	469,572.06	\$	328,700.44
	Escambia County		1.005860871574%	\$	196,142.87	\$	150,879.13	\$	105,615.39
	Century		0.005136751249%	\$	1,001.67	\$	770.51	\$	539.36
	Pensacola		0.330636826421%	\$	64,474.18	\$	49,595.52	\$	34,716.87
Flagler		0.389864712244%		\$	177,388.44	\$	136,452.65	\$	95,516.85
	Flagler County		0.279755934409%	\$	54,552.41	\$	41,963.39	\$	29,374.37
	Beverly Beach		0.000154338585%	\$	30.10	\$	23.15	\$	16.21
	Bunnell		0.009501809575%	\$	1,852.85	\$	1,425.27	\$	997.69
	Flagler Beach		0.015482883669%	\$	3,019.16	\$	2,322.43	\$	1,625.70
	Marineland		0.000114392127%	\$	22.31	\$	17.16	\$	12.01
	Palm Coast		0.084857169626%	\$	16,547.15	\$	12,728.58	\$	8,910.00
Franklin		0.049911282550%		\$	22,709.63	\$	17,468.95	\$	12,228.26
	Franklin County		0.046254365966%	\$	9,019.60	\$	6,938.15	\$	4,856.71
	Apalachicola		0.001768538606%	\$	344.87	\$	265.28	\$	185.70
	Carabelle		0.001888377978%	\$	368.23	\$	283.26	\$	198.28
Gadsden		0.123656074077%		\$	56,263.51	\$	43,279.63	\$	30,295.74
	Gadsden County		0.090211810642%	\$	17,591.30	\$	13,531.77	\$	9,472.24

	Chattahoochee		0.00418166772%	\$	815.43		\$	627.25		\$	439.08		
	Greensboro		0.000492067723%	\$	95.95		\$	73.81		\$	51.67		
	Gretna		0.00224063101%	\$	436.92		\$	336.09		\$	235.27		
	Havana		0.005459954403%	\$	1,064.69		\$	818.99		\$	573.30		
	Midway		0.001202025213%	\$	234.39		\$	180.30		\$	126.21		
	Quincy		0.019867915223%	\$	3,874.24		\$	2,980.19		\$	2,086.13		
Gilchrist		0.064333769355%				\$	29,271.87		\$	22,516.82		\$	15,761.77
	Gilchrist County		0.061274233881%	\$	11,948.48		\$	9,191.14		\$	6,433.79		
	Bell		0.000099866143%	\$	19.47		\$	14.98		\$	10.49		
	Fanning Springs		0.000388570084%	\$	75.77		\$	58.29		\$	40.80		
	Trenton		0.002571099247%	\$	501.36		\$	385.66		\$	269.97		
Glades		0.040612836758%				\$	18,478.84		\$	14,214.49		\$	9,950.15
	Glades County		0.040420367464%	\$	7,881.97		\$	6,063.06		\$	4,244.14		
	Moore Haven		0.000192469294%	\$	37.53		\$	28.87		\$	20.21		
Gulf		0.059914238588%				\$	27,260.98		\$	20,969.98		\$	14,678.99
	Gulf County		0.054715751905%	\$	10,669.57		\$	8,207.36		\$	5,745.15		
	Port St. Joe		0.004817179591%	\$	939.35		\$	722.58		\$	505.80		
	Wewahitchka		0.000381307092%	\$	74.35		\$	57.20		\$	40.04		
Hamilton		0.047941195910%				\$	21,813.24		\$	16,779.42		\$	11,745.59
	Hamilton County		0.038817061931%	\$	7,569.33		\$	5,822.56		\$	4,075.79		
	Jasper		0.004869836285%	\$	949.62		\$	730.48		\$	511.33		
	Jennings		0.002623755940%	\$	511.63		\$	393.56		\$	275.49		
	White Springs		0.001630541754%	\$	317.96		\$	244.58		\$	171.21		
Hardee		0.067110048132%				\$	30,535.07		\$	23,488.52		\$	16,441.96
	Hardee County		0.058100306280%	\$	11,329.56		\$	8,715.05		\$	6,100.53		
	Bowling Green		0.001797590575%	\$	350.53		\$	269.64		\$	188.75		
	Wauchula		0.006667426860%	\$	1,300.15		\$	1,000.11		\$	700.08		
	Zolfo Springs		0.000544724417%	\$	106.22		\$	81.71		\$	57.20		
Hendry		0.144460915297%				\$	65,729.72		\$	50,561.32		\$	35,392.92
	Hendry County		0.122147187443%	\$	23,818.70		\$	18,322.08		\$	12,825.45		
	Clewiston		0.017589151414%	\$	3,429.88		\$	2,638.37		\$	1,846.86		
	LaBelle		0.004724576440%	\$	921.29		\$	708.69		\$	496.08		
Hernando		1.510075949110%				\$	687,084.56		\$	528,526.58		\$	369,968.61
	Hernando County		1.447521612849%	\$	282,266.71		\$	217,128.24		\$	151,989.77		
	Brooksville		0.061319627583%	\$	11,957.33		\$	9,197.94		\$	6,438.56		
	Weeki Wachee		0.001234708678%	\$	240.77		\$	185.21		\$	129.64		
Highlands		0.357188510237%				\$	162,520.77		\$	125,015.98		\$	87,511.19
	Highlands County		0.287621754986%	\$	56,086.24		\$	43,143.26		\$	30,200.28		
	Avon Park		0.025829016090%	\$	5,036.66		\$	3,874.35		\$	2,712.05		
	Lake Placid		0.005565267790%	\$	1,085.23		\$	834.79		\$	584.35		
	Sebring		0.038172471371%	\$	7,443.63		\$	5,725.87		\$	4,008.11		
Hillsborough		8.710984113657%				\$	3,963,497.77		\$	3,048,844.44		\$	2,134,191.11
	Hillsborough County		6.523111204400%	\$	1,272,006.68		\$	978,466.68		\$	684,926.68		
	Plant City		0.104218491142%	\$	20,322.61		\$	15,632.77		\$	10,942.94		
	Tampa		1.975671881253%	\$	385,256.02		\$	296,350.78		\$	207,445.55		
	Temple Terrace		0.107980721113%	\$	21,056.24		\$	16,197.11		\$	11,337.98		
Holmes		0.081612427851%				\$	37,133.65		\$	28,564.35		\$	19,995.04
	Holmes County		0.066805002459%	\$	13,026.98		\$	10,020.75		\$	7,014.53		
	Bonifay		0.006898026863%	\$	1,345.12		\$	1,034.70		\$	724.29		
	Esto		0.006269778036%	\$	1,222.61		\$	940.47		\$	658.33		
	Noma		0.001278286631%	\$	249.27		\$	191.74		\$	134.22		
	Ponce de Leon		0.000179759057%	\$	35.05		\$	26.96		\$	18.87		
	Westville		0.000179759057%	\$	35.05		\$	26.96		\$	18.87		
Indian River		0.753076058781%				\$	342,649.61		\$	263,576.62		\$	184,503.63
	Indian River County		0.623571460217%	\$	121,596.43		\$	93,535.72		\$	65,475.00		
	Fellsmere		0.004917045734%	\$	958.82		\$	737.56		\$	516.29		
	Indian River shores		0.025322422382%	\$	4,937.87		\$	3,798.36		\$	2,658.85		
	Orchid		0.000306861421%	\$	59.84		\$	46.03		\$	32.22		
	Sebastian		0.038315915467%	\$	7,471.60		\$	5,747.39		\$	4,023.17		
	Vero Beach		0.006042353558%	\$	11,825.26		\$	9,096.35		\$	6,367.45		
Jackson		0.158936058795%				\$	72,315.91		\$	55,627.62		\$	38,939.33
	Jackson County		0.075213731704%	\$	14,666.68		\$	11,282.06		\$	7,897.44		
	Alford		0.000303229925%	\$	59.13		\$	45.48		\$	31.84		
	Bascom		0.000061735434%	\$	12.04		\$	9.26		\$	6.48		
	Campbellton		0.001648699234%	\$	321.50		\$	247.30		\$	173.11		
	Cottondale		0.001093080329%	\$	213.15		\$	163.96		\$	114.77		
	Graceville		0.002794436257%	\$	544.92		\$	419.17		\$	293.42		
	Grandridge		0.000030867717%	\$	6.02		\$	4.63		\$	3.24		
	Greenwood		0.001292812616%	\$	252.10		\$	193.92		\$	135.75		
	Jacob City		0.000481173235%	\$	93.83		\$	72.18		\$	50.52		
	Malone		0.000092603151%	\$	18.06		\$	13.89		\$	9.72		
	Marianna		0.073519638768%	\$	14,336.33		\$	11,027.95		\$	7,719.56		
	Sneads		0.002404050426%	\$	468.79		\$	360.61		\$	252.43		
Jefferson		0.040821647784%				\$	18,573.85		\$	14,287.58		\$	10,001.30
	Jefferson County		0.037584169001%	\$	7,328.91		\$	5,637.63		\$	3,946.34		
	Monticello		0.003237478783%	\$	631.31		\$	485.62		\$	339.94		
Lafayette		0.031911772076%				\$	14,519.86		\$	11,169.12		\$	7,818.38

	Lafayette County		0.031555885457%	\$	6,153.40		\$	4,733.38		\$	3,313.37		
	Mayo		0.000355886619%	\$	69.40		\$	53.38		\$	37.37		
Lake		1.139211224519%				\$	518,341.11		\$	398,723.93		\$	279,106.75
	Lake County		0.757453827343%	\$	147,703.50		\$	113,618.07		\$	79,532.65		
	Astatula		0.002727253579%	\$	531.81		\$	409.09		\$	286.36		
	Clermont		0.075909163209%	\$	14,802.29		\$	11,386.37		\$	7,970.46		
	Eustis		0.041929254098%	\$	8,176.20		\$	6,289.39		\$	4,402.57		
	Fruitland Park		0.008381493024%	\$	1,634.39		\$	1,257.22		\$	880.06		
	Groveland		0.026154034992%	\$	5,100.04		\$	3,923.11		\$	2,746.17		
	Howey-In-The-Hills		0.002981458307%	\$	581.38		\$	447.22		\$	313.05		
	Lady Lake		0.025048244426%	\$	4,884.41		\$	3,757.24		\$	2,630.07		
	Leesburg		0.091339390185%	\$	17,811.18		\$	13,700.91		\$	9,590.64		
	Mascotte		0.011415608025%	\$	2,226.04		\$	1,712.34		\$	1,198.64		
	Minneola		0.016058475803%	\$	3,131.40		\$	2,408.77		\$	1,686.14		
	Montverde		0.001347285057%	\$	262.72		\$	202.09		\$	141.46		
	Mount Dora		0.041021380070%	\$	7,999.17		\$	6,153.21		\$	4,307.24		
	Tavares		0.031820984673%	\$	6,205.09		\$	4,773.15		\$	3,341.20		
	Umatilla		0.005623371728%	\$	1,096.56		\$	843.51		\$	590.45		
Lee		3.325371883359%				\$	1,513,044.21		\$	1,163,880.16		\$	814,716.11
	Lee County		2.115268407509%	\$	412,477.34		\$	317,290.26		\$	222,103.18		
	Bonita Springs		0.017374893143%	\$	3,388.10		\$	2,606.23		\$	1,824.36		
	Cape Coral		0.714429677167%	\$	139,313.79		\$	107,164.45		\$	75,015.12		
	Estero		0.012080171813%	\$	2,355.63		\$	1,812.03		\$	1,268.42		
	Fort Myers		0.431100350585%	\$	84,064.57		\$	64,665.05		\$	45,265.54		
	Fort Myers Beach		0.000522935440%	\$	101.97		\$	78.44		\$	54.91		
	Sanibel		0.034595447702%	\$	6,746.11		\$	5,189.32		\$	3,632.52		
Leon		0.897199244939%				\$	408,225.66		\$	314,019.74		\$	219,813.82
	Leon County		0.471201146391%	\$	91,884.22		\$	70,680.17		\$	49,476.12		
	Tallahassee		0.425998098549%	\$	83,069.63		\$	63,899.71		\$	44,729.80		
Levy		0.251192401748%				\$	114,292.54		\$	87,917.34		\$	61,542.14
	Levy County		0.200131750679%	\$	39,025.69		\$	30,019.76		\$	21,013.83		
	Bronson		0.005701448894%	\$	1,111.78		\$	855.22		\$	598.65		
	Cedar Key		0.005180329202%	\$	1,010.16		\$	777.05		\$	543.93		
	Chiefland		0.015326729337%	\$	2,988.71		\$	2,299.01		\$	1,609.31		
	Fanning Springs		0.000808007885%	\$	157.56		\$	121.20		\$	84.84		
	Inglis		0.004976965420%	\$	970.51		\$	746.54		\$	522.58		
	Otter Creek		0.000408543312%	\$	79.67		\$	61.28		\$	42.90		
	Williston		0.017774357715%	\$	3,466.00		\$	2,666.15		\$	1,866.31		
	Yankeetown		0.000884269303%	\$	172.43		\$	132.64		\$	92.85		
Liberty		0.019399452225%				\$	8,826.75		\$	6,789.81		\$	4,752.87
	Liberty County		0.019303217578%	\$	3,764.13		\$	2,895.48		\$	2,026.84		
	Bristol		0.000096234647%	\$	18.77		\$	14.44		\$	10.10		
Madison		0.063540287455%				\$	28,910.83		\$	22,239.10		\$	15,567.37
	Madison County		0.053145129837%	\$	10,363.30		\$	7,971.77		\$	5,580.24		
	Greenville		0.000110760631%	\$	21.60		\$	16.61		\$	11.63		
	Lee		0.000019973229%	\$	3.89		\$	3.00		\$	2.10		
	Madison		0.010264423758%	\$	2,001.56		\$	1,539.66		\$	1,077.76		
Manatee		2.721323346235%				\$	1,238,202.12		\$	952,463.17		\$	666,724.22
	Manatee County		2.201647174006%	\$	429,321.20		\$	330,247.08		\$	231,172.95		
	Anna Maria		0.009930326116%	\$	1,936.41		\$	1,489.55		\$	1,042.68		
	Bradenton		0.379930754632%	\$	74,086.50		\$	56,989.61		\$	39,892.73		
	Bradenton Beach		0.014012127744%	\$	2,732.36		\$	2,101.82		\$	1,471.27		
	Holmes Beach		0.028038781473%	\$	5,467.56		\$	4,205.82		\$	2,944.07		
	Longboat Key		0.034895046131%	\$	6,804.53		\$	5,234.26		\$	3,663.98		
	Palmetto		0.052869136132%	\$	10,309.48		\$	7,930.37		\$	5,551.26		
Marion		1.701176168960%				\$	774,035.16		\$	595,411.66		\$	416,788.16
	Marion County		1.303728892837%	\$	254,227.13		\$	195,559.33		\$	136,891.53		
	Bellevue		0.009799592256%	\$	1,910.92		\$	1,469.94		\$	1,028.96		
	Dunnellon		0.018400790795%	\$	3,588.15		\$	2,760.12		\$	1,932.08		
	McIntosh		0.000145259844%	\$	28.33		\$	21.79		\$	15.25		
	Ocala		0.368994504094%	\$	71,953.93		\$	55,349.18		\$	38,744.42		
	Reddick		0.000107129135%	\$	20.89		\$	16.07		\$	11.25		
Martin		0.869487298116%				\$	395,616.72		\$	304,320.55		\$	213,024.39
	Martin County		0.750762795758%	\$	146,398.75		\$	112,614.42		\$	78,830.09		
	Jupiter Island		0.020873839646%	\$	4,070.40		\$	3,131.08		\$	2,191.75		
	Ocean Breeze Park		0.008270732393%	\$	1,612.79		\$	1,240.61		\$	868.43		
	Sewall's Point		0.008356072551%	\$	1,629.43		\$	1,253.41		\$	877.39		
	Stuart		0.081223857767%	\$	15,838.65		\$	12,183.58		\$	8,528.51		
Miami-Dade		5.232119784173%				\$	2,380,614.50		\$	1,831,241.92		\$	1,281,869.35
	Miami-Dade County		4.282797675552%	\$	835,145.55		\$	642,419.65		\$	449,693.76		
	Aventura		0.024619727885%	\$	4,800.85		\$	3,692.96		\$	2,585.07		
	Bal Harbour		0.010041086747%	\$	1,958.01		\$	1,506.16		\$	1,054.31		
	Bay Harbor Islands		0.004272455175%	\$	833.13		\$	640.87		\$	448.61		
	Biscayne Park		0.001134842535%	\$	221.29		\$	170.23		\$	119.16		
	Coral Gables		0.071780152131%	\$	13,997.13		\$	10,767.02		\$	7,536.92		
	Cutler Bay		0.009414653668%	\$	1,835.86		\$	1,412.20		\$	988.54		
	Doral		0.013977628531%	\$	2,725.64		\$	2,096.64		\$	1,467.65		

	El Portal		0.000924215760%	\$	180.22	\$	138.63	\$	97.04
	Florida City		0.003929278792%	\$	766.21	\$	589.39	\$	412.57
	Golden Beach		0.002847092951%	\$	555.18	\$	427.06	\$	298.94
	Hialeah		0.098015895785%	\$	19,113.10	\$	14,702.38	\$	10,291.67
	Hialeah Gardens		0.005452691411%	\$	1,063.27	\$	817.90	\$	572.53
	Homestead		0.024935668046%	\$	4,862.46	\$	3,740.35	\$	2,618.25
	Indian Creek		0.002543863026%	\$	496.05	\$	381.58	\$	267.11
	Key Biscayne		0.013683477346%	\$	2,668.28	\$	2,052.52	\$	1,436.77
	Medley		0.008748274131%	\$	1,705.91	\$	1,312.24	\$	918.57
	Miami		0.292793005448%	\$	57,094.64	\$	43,918.95	\$	30,743.27
	Miami Beach		0.181409572478%	\$	35,374.87	\$	27,211.44	\$	19,048.01
	Miami Gardens		0.040683650932%	\$	7,933.31	\$	6,102.55	\$	4,271.78
	Miami Lakes		0.007836768608%	\$	1,528.17	\$	1,175.52	\$	822.86
	Miami Shores		0.006287935516%	\$	1,226.15	\$	943.19	\$	660.23
	Miami Springs		0.006169911893%	\$	1,203.13	\$	925.49	\$	647.84
	North Bay Village		0.005160355974%	\$	1,006.27	\$	774.05	\$	541.84
	North Miami		0.030379280717%	\$	5,923.96	\$	4,556.89	\$	3,189.82
	North Miami Beach		0.030391990953%	\$	5,926.44	\$	4,558.80	\$	3,191.16
	Opa-locka		0.007847663096%	\$	1,530.29	\$	1,177.15	\$	824.00
	Palmetto Bay		0.007404620570%	\$	1,443.90	\$	1,110.69	\$	777.49
	Pinecrest		0.008296152866%	\$	1,617.75	\$	1,244.42	\$	871.10
	South Miami		0.007833137111%	\$	1,527.46	\$	1,174.97	\$	822.48
	Sunny Isles Beach		0.007693324511%	\$	1,500.20	\$	1,154.00	\$	807.80
	Surfside		0.004869836285%	\$	949.62	\$	730.48	\$	511.33
	Sweetwater		0.004116300842%	\$	802.68	\$	617.45	\$	432.21
	Virginia Gardens		0.001172973244%	\$	228.73	\$	175.95	\$	123.16
	West Miami		0.002654623657%	\$	517.65	\$	398.19	\$	278.74
Monroe		0.476388738585%				\$ 216,756.88		\$ 166,736.06	\$ 116,715.24
	Monroe County		0.330124785469%	\$	64,374.33	\$	49,518.72	\$	34,663.10
	Islamorada		0.022357305808%	\$	4,359.67	\$	3,353.60	\$	2,347.52
	Key Colony Beach		0.004751812661%	\$	926.60	\$	712.77	\$	498.94
	Key West		0.088087385417%	\$	17,177.04	\$	13,213.11	\$	9,249.18
	Layton		0.000150707089%	\$	29.39	\$	22.61	\$	15.82
	Marathon		0.030916742141%	\$	6,028.76	\$	4,637.51	\$	3,246.26
Nassau		0.476933463002%				\$ 217,004.73		\$ 166,926.71	\$ 116,848.70
	Nassau County		0.392706357951%	\$	76,577.74	\$	58,905.95	\$	41,234.17
	Callahan		0.000225152759%	\$	43.90	\$	33.77	\$	23.64
	Fernandina Beach		0.083159445195%	\$	16,216.09	\$	12,473.92	\$	8,731.74
	Hillard		0.000842507098%	\$	164.29	\$	126.38	\$	88.46
Okaloosa		0.819212865955%				\$ 372,741.85		\$ 286,724.50	\$ 200,707.15
	Okaloosa County		0.612059617545%	\$	119,351.63	\$	91,808.94	\$	64,266.26
	Cinco Bayou		0.000733562214%	\$	143.04	\$	110.03	\$	77.02
	Crestview		0.070440130066%	\$	13,735.83	\$	10,566.02	\$	7,396.21
	Destin		0.014678507281%	\$	2,862.31	\$	2,201.78	\$	1,541.24
	Fort Walton Beach		0.077837487644%	\$	15,178.31	\$	11,675.62	\$	8,172.94
	Laurel Hill		0.000079892914%	\$	15.58	\$	11.98	\$	8.39
	Mary Esther		0.009356549730%	\$	1,824.53	\$	1,403.48	\$	982.44
	Niceville		0.021745398713%	\$	4,240.35	\$	3,261.81	\$	2,283.27
	Shalimar		0.001824826796%	\$	355.84	\$	273.72	\$	191.61
	Valparaiso		0.010456893052%	\$	2,039.09	\$	1,568.53	\$	1,097.97
Okeechobee		0.353495278692%				\$ 160,840.35		\$ 123,723.35	\$ 86,606.34
	Okeechobee County		0.314543851405%	\$	61,336.05	\$	47,181.58	\$	33,027.10
	Okeechobee		0.038951427287%	\$	7,595.53	\$	5,842.71	\$	4,089.90
Orange		4.671028214546%				\$ 2,125,317.84		\$ 1,634,859.88	\$ 1,144,401.91
	Orange County		3.063330386979%	\$	597,349.43	\$	459,499.56	\$	321,649.69
	Apopka		0.097215150892%	\$	18,956.95	\$	14,582.27	\$	10,207.59
	Bay Lake		0.023566594013%	\$	4,595.49	\$	3,534.99	\$	2,474.49
	Belle Isle		0.010798253686%	\$	2,105.66	\$	1,619.74	\$	1,133.82
	Eatonville		0.008325204835%	\$	1,623.41	\$	1,248.78	\$	874.15
	Edgewood		0.009716067845%	\$	1,894.63	\$	1,457.41	\$	1,020.19
	Lake Buena Vista		0.010355211161%	\$	2,019.27	\$	1,553.28	\$	1,087.30
	Maitland		0.046728276209%	\$	9,112.01	\$	7,009.24	\$	4,906.47
	Oakland		0.005429086686%	\$	1,058.67	\$	814.36	\$	570.05
	Ocoee		0.066599822928%	\$	12,986.97	\$	9,989.97	\$	6,992.98
	Orlando		1.160248481490%	\$	226,248.45	\$	174,037.27	\$	121,826.09
	Windermere		0.007548064667%	\$	1,471.87	\$	1,132.21	\$	792.55
	Winter Garden		0.056264584996%	\$	10,971.59	\$	8,439.69	\$	5,907.78
	Winter Park		0.0104903028159%	\$	20,456.09	\$	15,735.45	\$	11,014.82
Osceola		1.073452092940%				\$ 488,420.70		\$ 375,708.23	\$ 262,995.76
	Osceola County		0.837248691390%	\$	163,263.49	\$	125,587.30	\$	87,911.11
	Kissimmee		0.162366006872%	\$	31,661.37	\$	24,354.90	\$	17,048.43
	St. Cloud		0.073837394678%	\$	14,398.29	\$	11,075.61	\$	7,752.93
Palm Beach		8.601594372053%				\$ 3,913,725.44		\$ 3,010,558.03	\$ 2,107,390.62
	Palm Beach County		5.552548475026%	\$	1,082,746.95	\$	832,882.27	\$	583,017.59
	Atlantis		0.018751230169%	\$	3,656.49	\$	2,812.68	\$	1,968.88
	Belle Glade		0.020828445945%	\$	4,061.55	\$	3,124.27	\$	2,186.99
	Boca Raton		0.472069073961%	\$	92,053.47	\$	70,810.36	\$	49,567.25

	Boynton Beach		0.306498271771%	\$	59,767.16		\$	45,974.74		\$	32,182.32	
	Briny Breezes		0.003257452012%	\$	635.20		\$	488.62		\$	342.03	
	Cloud Lake		0.000188837798%	\$	36.82		\$	28.33		\$	19.83	
	Delray Beach		0.351846579457%	\$	68,610.08		\$	52,776.99		\$	36,943.89	
	Glen Ridge		0.000052656694%	\$	10.27		\$	7.90		\$	5.53	
	Golf		0.004283349663%	\$	835.25		\$	642.50		\$	449.75	
	Greenacres		0.076424835657%	\$	14,902.84		\$	11,463.73		\$	8,024.61	
	Gulf Stream		0.010671151322%	\$	2,080.87		\$	1,600.67		\$	1,120.47	
	Haverhill		0.001084001589%	\$	211.38		\$	162.60		\$	113.82	
	Highland Beach		0.032510968934%	\$	6,339.64		\$	4,876.65		\$	3,413.65	
	Hypoluxo		0.005153092982%	\$	1,004.85		\$	772.96		\$	541.07	
	Juno Beach		0.016757538804%	\$	3,267.72		\$	2,513.63		\$	1,759.54	
	Jupiter Island		0.125466374888%	\$	24,465.94		\$	18,819.96		\$	13,173.97	
	Jupiter Inlet Colony		0.005276563849%	\$	1,028.93		\$	791.48		\$	554.04	
	Lake Clarke Shores		0.007560774903%	\$	1,474.35		\$	1,134.12		\$	793.88	
	Lake Park		0.029433275980%	\$	5,739.49		\$	4,414.99		\$	3,090.49	
	Lake Worth		0.117146617298%	\$	22,843.59		\$	17,571.99		\$	12,300.39	
	Lantana		0.024507151505%	\$	4,778.89		\$	3,676.07		\$	2,573.25	
	Loxahatchee Groves		0.002531152789%	\$	493.57		\$	379.67		\$	265.77	
	Manalapan		0.021632822333%	\$	4,218.40		\$	3,244.92		\$	2,271.45	
	Mangonia Park		0.010696571795%	\$	2,085.83		\$	1,604.49		\$	1,123.14	
	North Palm Beach		0.044349646256%	\$	8,648.18		\$	6,652.45		\$	4,656.71	
	Ocean Ridge		0.012786497807%	\$	2,493.37		\$	1,917.97		\$	1,342.58	
	Pahokee		0.004018250447%	\$	783.56		\$	602.74		\$	421.92	
	Palm Beach		0.185476848123%	\$	36,167.99		\$	27,821.53		\$	19,475.07	
	Palm Beach Gardens		0.233675880257%	\$	45,566.80		\$	35,051.38		\$	24,535.97	
	Palm Beach Shores		0.014135598612%	\$	2,756.44		\$	2,120.34		\$	1,484.24	
	Palm Springs		0.038021764282%	\$	7,414.24		\$	5,703.26		\$	3,992.29	
	Riviera Beach		0.163617057282%	\$	31,905.33		\$	24,542.56		\$	17,179.79	
	Royal Palm Beach		0.049295743959%	\$	9,612.67		\$	7,394.36		\$	5,176.05	
	South Bay		0.001830274040%	\$	356.90		\$	274.54		\$	192.18	
	South Palm Beach		0.005866681967%	\$	1,144.00		\$	880.00		\$	616.00	
	Tequesta		0.031893614595%	\$	6,219.25		\$	4,784.04		\$	3,348.83	
	Wellington		0.050183644758%	\$	9,785.81		\$	7,527.55		\$	5,269.28	
	West Palm Beach		0.549265602541%	\$	107,106.79		\$	82,389.84		\$	57,672.89	
Pasco		4.692087260494%				\$	2,134,899.70		\$	1,642,230.54	\$	1,149,561.38
	Pasco County		4.319205239813%	\$	842,245.02		\$	647,880.79		\$	453,516.55	
	Dade City		0.055819726723%	\$	10,884.85		\$	8,372.96		\$	5,861.07	
	New Port Richey		0.149879107494%	\$	29,226.43		\$	22,481.87		\$	15,737.31	
	Port Richey		0.049529975458%	\$	9,658.35		\$	7,429.50		\$	5,200.65	
	San Antonio		0.002189792155%	\$	427.01		\$	328.47		\$	229.93	
	St. Leo		0.002790804761%	\$	544.21		\$	418.62		\$	293.03	
	Zephyrhills		0.112672614089%	\$	21,971.16		\$	16,900.89		\$	11,830.62	
Pinellas		7.934889816777%				\$	3,610,374.87		\$	2,777,211.44	\$	1,944,048.01
	Pinellas County		4.546593184553%	\$	886,585.67		\$	681,988.98		\$	477,392.28	
	Belleair		0.018095745121%	\$	3,528.67		\$	2,714.36		\$	1,900.05	
	Belleair Beach		0.004261560686%	\$	831.00		\$	639.23		\$	447.46	
	Belleair Bluffs		0.007502670965%	\$	1,463.02		\$	1,125.40		\$	787.78	
	Belleair Shore		0.000439411029%	\$	85.69		\$	65.91		\$	46.14	
	Clearwater		0.633863120196%	\$	123,603.31		\$	95,079.47		\$	66,555.63	
	Dunedin		0.102440873796%	\$	19,975.97		\$	15,366.13		\$	10,756.29	
	Gulfport		0.047893986460%	\$	9,339.33		\$	7,184.10		\$	5,028.87	
	Indian Rocks Beach		0.008953453662%	\$	1,745.92		\$	1,343.02		\$	940.11	
	Indian Shores		0.011323004874%	\$	2,207.99		\$	1,698.45		\$	1,188.92	
	Kenneth City		0.017454786058%	\$	3,403.68		\$	2,618.22		\$	1,832.75	
	Largo		0.374192990777%	\$	72,967.63		\$	56,128.95		\$	39,290.26	
	Madeira Beach		0.022616957779%	\$	4,410.31		\$	3,392.54		\$	2,374.78	
	North Reddington Beach		0.003820333909%	\$	744.97		\$	573.05		\$	401.14	
	Oldsmar		0.039421706033%	\$	7,687.23		\$	5,913.26		\$	4,139.28	
	Pinellas Park		0.251666311991%	\$	49,074.93		\$	37,749.95		\$	26,424.96	
	Redington Beach		0.003611522882%	\$	704.25		\$	541.73		\$	379.21	
	Redington Shores		0.006451352841%	\$	1,258.01		\$	967.70		\$	677.39	
	Safety Harbor		0.038061710740%	\$	7,422.03		\$	5,709.26		\$	3,996.48	
	Seminole		0.095248695748%	\$	18,573.50		\$	14,287.30		\$	10,001.11	
	South Pasadena		0.029968921656%	\$	5,843.94		\$	4,495.34		\$	3,146.74	
	St. Pete Beach		0.071791046619%	\$	13,999.25		\$	10,768.66		\$	7,538.06	
	St. Petersburg		1.456593090134%	\$	284,035.65		\$	218,488.96		\$	152,942.27	
	Tarpon Springs		0.101970595050%	\$	19,884.27		\$	15,295.59		\$	10,706.91	
	Treasure Island		0.040652783215%	\$	7,927.29		\$	6,097.92		\$	4,268.54	
Polk		2.150483025298%				\$	978,469.78		\$	752,669.06	\$	526,868.34
	Polk County		1.558049828484%	\$	303,819.72		\$	233,707.47		\$	163,595.23	
	Auburndale		0.028636162584%	\$	5,584.05		\$	4,295.42		\$	3,006.80	
	Bartow		0.043971970660%	\$	8,574.53		\$	6,595.80		\$	4,617.06	
	Davenport		0.005305615818%	\$	1,034.60		\$	795.84		\$	557.09	
	Dundee		0.005597951255%	\$	1,091.60		\$	839.69		\$	587.78	
	Eagle Lake		0.002580177987%	\$	503.13		\$	387.03		\$	270.92	
	Fort Meade		0.007702403251%	\$	1,501.97		\$	1,155.36		\$	808.75	

	Frostproof		0.005857603227%	\$	1,142.23	\$	878.64	\$	615.05
	Haines City		0.047984773863%	\$	9,357.03	\$	7,197.72	\$	5,038.40
	Highland Park		0.000063551182%	\$	12.39	\$	9.53	\$	6.67
	Hillcrest Heights		0.000005447244%	\$	1.06	\$	0.82	\$	0.57
	Lake Alfred		0.007489960729%	\$	1,460.54	\$	1,123.49	\$	786.45
	Lake Hamilton		0.002540231530%	\$	495.35	\$	381.03	\$	266.72
	Lakeland		0.294875668468%	\$	57,500.76	\$	44,231.35	\$	30,961.95
	Lake Wales		0.036293172134%	\$	7,077.17	\$	5,443.98	\$	3,810.78
	Mulberry		0.005414560702%	\$	1,055.84	\$	812.18	\$	568.53
	Polk City		0.001080370093%	\$	210.67	\$	162.06	\$	113.44
	Winter Haven		0.097033576087%	\$	18,921.55	\$	14,555.04	\$	10,188.53
Putnam		0.384893194068%		\$	175,126.40	\$	134,712.62	\$	94,298.83
	Putnam County		0.329225990182%	\$	64,199.07	\$	49,383.90	\$	34,568.73
	Crescent City		0.005561636294%	\$	1,084.52	\$	834.25	\$	583.97
	Interlachen		0.001877483489%	\$	366.11	\$	281.62	\$	197.14
	Palatka		0.046955244716%	\$	9,156.27	\$	7,043.29	\$	4,930.30
	Pomona Park		0.000379491344%	\$	74.00	\$	56.92	\$	39.85
	Welaka		0.000893348043%	\$	174.20	\$	134.00	\$	93.80
Santa Rosa		0.701267319513%		\$	319,076.63	\$	245,443.56	\$	171,810.49
	Santa Rosa County		0.592523984216%	\$	115,542.18	\$	88,878.60	\$	62,215.02
	Gulf Breeze		0.061951507906%	\$	12,080.54	\$	9,292.73	\$	6,504.91
	Jay		0.000159785829%	\$	31.16	\$	23.97	\$	16.78
	Milton		0.046632041562%	\$	9,093.25	\$	6,994.81	\$	4,896.36
Sarasota		2.805043857579%		\$	1,276,294.96	\$	981,765.35	\$	687,235.75
	Sarasota County		1.924315263251%	\$	375,241.48	\$	288,647.29	\$	202,053.10
	Longboat Key		0.044489458856%	\$	8,675.44	\$	6,673.42	\$	4,671.39
	North Port		0.209611771277%	\$	40,874.30	\$	31,441.77	\$	22,009.24
	Sarasota		0.484279979635%	\$	94,434.60	\$	72,642.00	\$	50,849.40
	Venice		0.142347384560%	\$	27,757.74	\$	21,352.11	\$	14,946.48
Seminole		2.141148264544%		\$	974,222.46	\$	749,401.89	\$	524,581.32
	Seminole County		1.508694164839%	\$	294,195.36	\$	226,304.12	\$	158,412.89
	Altamonte Springs		0.081305566430%	\$	15,854.59	\$	12,195.83	\$	8,537.08
	Casselberry		0.080034542791%	\$	15,606.74	\$	12,005.18	\$	8,403.63
	Lake Mary		0.079767627827%	\$	15,554.69	\$	11,965.14	\$	8,375.60
	Longwood		0.061710013415%	\$	12,033.45	\$	9,256.50	\$	6,479.55
	Oviedo		0.103130858057%	\$	20,110.52	\$	15,469.63	\$	10,828.74
	Sanford		0.164243490362%	\$	32,027.48	\$	24,636.52	\$	17,245.57
	Winter Springs		0.062262000824%	\$	12,141.09	\$	9,339.30	\$	6,537.51
St. Johns		0.710333349554%		\$	323,201.67	\$	248,616.67	\$	174,031.67
	St. Johns County		0.656334818131%	\$	127,985.29	\$	98,450.22	\$	68,915.16
	Hastings		0.000010894488%	\$	2.12	\$	1.63	\$	1.14
	Marineland		0.000000000000%	\$	-	\$	-	\$	-
	St. Augustine		0.046510386442%	\$	9,069.53	\$	6,976.56	\$	4,883.59
	St. Augustine Beach		0.007477250493%	\$	1,458.06	\$	1,121.59	\$	785.11
St. Lucie		1.506627843552%		\$	685,515.67	\$	527,319.75	\$	369,123.82
	St. Lucie County		0.956156584302%	\$	186,450.53	\$	143,423.49	\$	100,396.44
	Fort Pierce		0.159535255654%	\$	31,109.37	\$	23,930.29	\$	16,751.20
	Port St. Lucie		0.390803453989%	\$	76,206.67	\$	58,620.52	\$	41,034.36
	St. Lucie Village		0.000132549608%	\$	25.85	\$	19.88	\$	13.92
Sumter		0.326398870459%		\$	148,511.49	\$	114,239.60	\$	79,967.72
	Sumter County		0.302273026046%	\$	58,943.24	\$	45,340.95	\$	31,738.67
	Bushnell		0.006607507174%	\$	1,288.46	\$	991.13	\$	693.79
	Center Hill		0.001312785844%	\$	255.99	\$	196.92	\$	137.84
	Coleman		0.000748088199%	\$	145.88	\$	112.21	\$	78.55
	Webster		0.001423546476%	\$	277.59	\$	213.53	\$	149.47
	Wildwood		0.014033916721%	\$	2,736.61	\$	2,105.09	\$	1,473.56
Suwannee		0.191014879692%		\$	86,911.77	\$	66,855.21	\$	46,798.65
	Suwannee County		0.161027800555%	\$	31,400.42	\$	24,154.17	\$	16,907.92
	Brantford		0.000929663004%	\$	181.28	\$	139.45	\$	97.61
	Live Oak		0.029057416132%	\$	5,666.20	\$	4,358.61	\$	3,051.03
Taylor		0.092181897282%		\$	41,942.76	\$	32,263.66	\$	22,584.56
	Taylor County		0.069969851319%	\$	13,644.12	\$	10,495.48	\$	7,346.83
	Perry		0.022212045963%	\$	4,331.35	\$	3,331.81	\$	2,332.26
Union		0.065156303224%		\$	29,646.12	\$	22,804.71	\$	15,963.29
	Union County		0.063629259109%	\$	12,407.71	\$	9,544.39	\$	6,681.07
	Lake Butler		0.001398126003%	\$	272.63	\$	209.72	\$	146.80
	Raiford		0.000012710236%	\$	2.48	\$	1.91	\$	1.33
	Worthington Springs		0.000116207876%	\$	22.66	\$	17.43	\$	12.20
Volusia		3.130329674480%		\$	1,424,300.00	\$	1,095,615.39	\$	766,930.77
	Volusia County		1.708575342287%	\$	333,172.19	\$	256,286.30	\$	179,400.41
	Daytona Beach		0.447556475212%	\$	87,273.51	\$	67,133.47	\$	46,993.43
	Daytona Beach Shores		0.039743093439%	\$	7,749.90	\$	5,961.46	\$	4,173.02
	DeBary		0.035283616215%	\$	6,880.31	\$	5,292.54	\$	3,704.78
	DeLand		0.08983689498%	\$	19,301.82	\$	14,847.55	\$	10,393.29
	Deltona		0.199329190038%	\$	38,869.19	\$	29,899.38	\$	20,929.56
	Edgewater		0.058042202343%	\$	11,318.23	\$	8,706.33	\$	6,094.43
	Flagler Beach		0.000223337011%	\$	43.55	\$	33.50	\$	23.45

	Holly Hill		0.031615805143%	\$	6,165.08		\$	4,742.37		\$	3,319.66				
	Lake Helen		0.004918861482%	\$	959.18		\$	737.83		\$	516.48				
	New Smyrna Beach		0.104065968306%	\$	20,292.86		\$	15,609.90		\$	10,926.93				
	Oak Hill		0.004820811087%	\$	940.06		\$	723.12		\$	506.19				
	Orange City		0.033562287058%	\$	6,544.65		\$	5,034.34		\$	3,524.04				
	Ormond Beach		0.114644516477%	\$	22,355.68		\$	17,196.68		\$	12,037.67				
	Pierson		0.002333236251%	\$	454.98		\$	349.99		\$	244.99				
	Ponce Inlet		0.023813535748%	\$	4,643.64		\$	3,572.03		\$	2,500.42				
	Port Orange		0.177596501562%	\$	34,631.32		\$	26,639.48		\$	18,647.63				
	South Daytona		0.045221205323%	\$	8,818.14		\$	6,783.18		\$	4,748.23				
Wakulla		0.115129321208%				\$	52,383.84		\$	40,295.26		\$	28,206.68		
	Wakulla County		0.114953193647%	\$	22,415.87		\$	17,242.98		\$	12,070.09				
	Sopchoppy		0.000107129135%	\$	20.89		\$	16.07		\$	11.25				
	St. Marks		0.00006898426%	\$	13.45		\$	10.35		\$	7.24				
Walton		0.268558216151%				\$	122,193.99		\$	93,995.38		\$	65,796.76		
	Walton County		0.224268489581%	\$	43,732.36		\$	33,640.27		\$	23,548.19				
	DeFuniak Springs		0.017057137234%	\$	3,326.14		\$	2,558.57		\$	1,791.00				
	Freeport		0.003290135477%	\$	641.58		\$	493.52		\$	345.46				
	Paxton		0.023942453860%	\$	4,668.78		\$	3,591.37		\$	2,513.96				
Washington		0.120124444109%				\$	54,656.62		\$	42,043.56		\$	29,430.49		
	Washington County		0.104908475404%	\$	20,457.15		\$	15,736.27		\$	11,015.39				
	Caryville		0.001401757499%	\$	273.34		\$	210.26		\$	147.18				
	Chipley		0.012550450560%	\$	2,447.34		\$	1,882.57		\$	1,317.80				
	Ebro		0.000221521263%	\$	43.20		\$	33.23		\$	23.26				
	Vernon		0.000361333863%	\$	70.46		\$	54.20		\$	37.94				
	Wausau		0.000680905521%	\$	132.78		\$	102.14		\$	71.50				
		100.00%	100.00%	\$	19,500,000.00	\$	45,500,000.00	\$	15,000,000.00	\$	35,000,000.00	\$	10,500,000.00	\$	24,500,000.00

ABATEMENT PLAN TERM SHEET

SUMMARY OF TERMS AND CONDITIONS

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER, AGREEMENT OR COMMITMENT¹

Issue	Description
1. APPLICABILITY OF AGREEMENT	These terms (once agreed) shall apply to the allocation of value received under, and shall be incorporated into, any plan of reorganization (the “ Chapter 11 Plan ”) in the chapter 11 cases of Purdue Pharma L.P. and its affiliates (collectively, “ Purdue ”) pending in the U.S. Bankruptcy Court for the Southern District of New York (the “ Bankruptcy Court ”) between the states, territories and the District of Columbia (each a “ State ”) on the one hand, each county, city, town, parish, village, municipality that functions as a political subdivision under State law, or a governmental entity that has the authority to bring Drug Dealer Liability Act (“ DDLA Claims ”) under State law (collectively, the “ Local Governments ”), and each federally recognized Native American, Native Alaskan or American Indian Tribe (each a “ Tribe ”) on the other.
2. PURPOSE	Virtually all creditors and the Court itself in the Purdue bankruptcy recognize the need and value in developing a comprehensive abatement strategy to address the opioid crisis as the most effective use of the funds that can be derived from the Purdue estate (including without limitation insurance proceeds and, if included in the Chapter 11 Plan, payments by third-parties seeking releases). Because of the unique impact the crisis has had throughout all regions of the country, and as repeatedly recognized by Judge Drain, division of a substantial portion of the bankruptcy estate should occur through an established governmental structure, with the use of such funds strictly limited to abatement purposes as provided herein. ²

¹ As a condition to participating in this abatement structure, the settlements that the states of Kentucky and Oklahoma separately entered into with Purdue must be taken into account in any allocation to them or flowing through them. Potential adjustments may include a different Government Participation Mechanism structure for the disbursement of funds to benefit Local Governments in those states or some redirection of funds, which would still be used solely for abatement purposes.

² See, e.g., Hrg. Tr at 149:22-150:5 (Oct. 11, 2019)(“ I would hope that those public health steps, once the difficult allocation issues that the parties have addressed here, can be largely left up to the states and municipalities so that they can use their own unique knowledge about their own citizens and how to address them. It may be that some states think it’s more of a law enforcement issue, i.e. interdicting illegal opioids at this point. Others may think education is more important. Others may think treatment is more important.”); *id.* At 175:24-176:6 (“I also think, and again, I didn’t say this lightly, that my hope in the allocation process is that there would be an understanding between the states and the municipalities and localities throughout the whole process that[,] subject to general guidelines on how the money should be used, specific ways to use it would be left up to the states and the municipalities, with guidance from the states primarily.”); Hr’g Tr. At 165:3-165:14 (Nov. 19, 2019) (“I continue to believe that the states play a major role in [the allocation] process. The role I’m envisioning for them is not one where they say we get everything.

Issue	Description
	This approach recognizes that funding abatement efforts – which would benefit most creditors and the public by reducing future effects of the crisis through treatment and other programs – is a much more efficient use of limited funds than dividing thin slices among all creditors with no obligation to use it to abate the opioid crisis. Because maximizing abatement of the opioid crisis requires coordination of efforts by all levels of government, particularly when the abatement needs far exceed the available funds, this structure requires a collaborative process between each State and its Local Governments. This Term Sheet is intended to establish the mechanisms for distribution and allocation of funds to States, Local Governments and Tribes (the “Abatement Funds”) to be incorporated into the Chapter 11 Plan and any order approving the Chapter 11 Plan (Abatement Funds net of the portion thereof allocated to a Tribal Abatement Fund under Section 5 hereof are referred to herein as “Public Funds”). The parties agree that 100% of the Public Funds distributed under the Chapter 11 Plan shall be used to abate the opioid crisis. Specifically, (i) no less than ninety five percent (95%) of the Public Funds distributed under the Chapter 11 Plan shall be used for abatement of the opioid crisis by funding opioid or substance use disorder related projects or programs that fall within the list of uses in <u>Schedule B</u> (the “Approved Opioid Abatement Uses”); (ii) priority shall be given to the core abatement strategies (“Core Strategies”) as identified on <u>Schedule A</u>; and (iii) no more than five percent (5%) of the Public Funds may be used to fund expenses incurred in administering the distributions for the Approved Opioid Abatement Uses, including the process of selecting programs to receive distributions of Public Funds for implementing those programs and in connection with the Government Participation Mechanism³ (“Allowed Administrative Expenses,” and together with the Approved Opioid Abatement Uses, “Approved Uses”).⁴ Notwithstanding anything in this term sheet that might imply to the contrary, projects or programs that constitute Approved Opioid Abatement Uses may be provided by States, State agencies, Local Governments, Local Government agencies or nongovernmental parties and funded from Public Funds.
3. GENERAL NOTES	The governmental entities maintain that the most beneficial and efficient use of limited bankruptcy funds is to dedicate as large a portion as possible to abatement programs addressing the opioid crisis. If this

I think that should be clear and I think it is clear to them. But, rather, where they act – in the best principles of federalism, for their state, the coordinator for the victims in their state.”); Hr’g Tr. at 75:19-76:1 (Jan. 24, 2020) (“Even if there ultimately is an allocation here – and there’s not a deal now, obviously, at this point on a plan. But if there is an allocation that leaves a substantial amount of the Debtors’ value to the states and territories, one of the primary benefits of a bankruptcy case is that the plan can lock in, perhaps only in general ways, but perhaps more in specific ways, how the states use that money . . .”).

³ Capitalized terms not defined where first used shall have the meanings later ascribed to them in this Term Sheet.

⁴ Nothing in this term sheet is intended to, nor does it, limit or permit the ability of funds from the Purdue estate (other than Public Funds) to be used to pay for legal fees and expenses incurred in anticipation of or during Purdue’s chapter 11 case, or once confirmed, in implementing the Chapter 11 Plan.

Issue	Description
	approach is taken, the governmental entities involved in the mediation – states, territories, tribes, counties, cities and others – would commit the Public Funds allocated to them to such future abatement, in lieu of direct payment for their claims. a. Resolution of States’ and Local Governments’ claims under this model presumes signoff by and support of the federal government, including an agreement that the federal government will also forego its past damages claims. Continued coordination with the federal government therefore is necessary as this model is finalized. b. This outline addresses the allocation of Abatement Funds among governmental entities to provide abatement programs to the public for the benefit of not only the governmental entities and their constituents, but also a substantial number of other creditors. The States and Local Governments welcome other, private-side creditor groups to enter discussions concerning how such creditors may participate in, contribute to and/or benefit from the government-funded abatement programs contemplated herein in lieu of direct payment on their claims for past damages. c. In addition to providing abatement services, it is understood that, if their claims are to be released in a reorganization plan, a portion of the Purdue estate will also need to be dedicated to personal injury claimants. A proposal regarding such claims is being developed separately. d. All Public Funds distributed from the Purdue bankruptcy estate as part of this abatement structure shall be used only for such Approved Uses. Compliance with these requirements shall be verified through reporting, as set out in Section 8. This outline and the terms herein are intended to apply solely to the use and allocation of Public Funds in the Purdue Chapter 11 Plan, and do not apply to the use or allocation of funds made available as the result of judgments against or settlements with any party other than those released as part of the Chapter 11 Plan.
4. DISBURSEMENT OF FUNDS	Disbursement of Abatement Funds The Bankruptcy Court shall appoint [a third-party administrator (“Administrator”)] [Trustee(s)] who will perform the ministerial task of overseeing distribution of all Abatement Funds, which will consist of all assets transferred to such fund by way of the confirmed Chapter 11 Plan, and any, growth, earnings, or revenues from such assets, as well as proceeds from any future sale of such assets. The [Administrator] [Trustees] shall distribute the Abatement Fund consistent with the Chapter 11 Plan and shall provide to the Bankruptcy Court an annual report on such distributions. [Points to be addressed regarding disbursements:

Issue	Description
	• Trigger and timing for disbursements. • Insert details to show how these funds shall be distributed for abatement uses and that the funds will not flow into the state general revenue accounts (unless constitutionally required and, in that event, the funds shall still be disbursed for abatement uses as required by the terms of the document), including possible distribution to state points of contact and block grant recipients. • Possible creation of template document for Abatement Funds distribution requests. • If trust mechanism is employed, trust location and governing law.]
5. ATTORNEYS' FEES AND COSTS FUND	A separate fund will be established for attorneys' fees and litigation costs in the final bankruptcy plan. Agreement by the parties to this Abatement Plan Term Sheet is contingent upon the establishment of this fund and the details of the fund, which are subject to further negotiation, including without limitation the participants, amount, jurisdiction, oversight, and administration. Participation in an abatement program, receipt of abatement services or benefits will not affect, and specific percentages in the abatement structure received by various parties will not determine, the amount of fees and costs that may be recovered.
6. TRIBAL ABATEMENT FUNDING	a. [X%] of the Abatement Funds will be allocated to a Tribal Abatement Fund and these funds will not be a part of the structure involving abatement programs funded by state and local governments. b. The Tribes are working on their proposal for allocation among Tribes, which would be included as part of the overall abatement plan. c. The Tribes will use the tribal allocation of Abatement Funds for programs on the approved list of abatement strategies (see <u>Schedule B</u>) and also for culturally appropriate activities, practices, teachings or ceremonies that are, in the judgment of a tribe or tribal health organization, aimed at or supportive of remediation and abatement of the opioid crisis within a tribal community.⁵ The Tribes will have a list of representative examples of such culturally appropriate abatement strategies, practices and programs which is attached as <u>Schedule []</u>. The separate allocation of abatement funding and illustrative list of culturally appropriate abatement strategies recognizes that American Indian and Alaska Native Tribes and the communities they serve possess unique cultural histories, practices, wisdom, and needs that are highly relevant to the health and well-being of American Indian and Alaska Native

⁵ [NTD: Discuss how private claimants will be treated under Tribal Allocation, if at all.]

Issue	Description
	people and that may play an important role in both individual and public health efforts and responses in Native communities.
7. DIVISION OF PUBLIC FUNDS	Public Funds are allocated among the States, the District of Columbia and Territories in the percentages set forth on <u>Schedule C</u>. Except as set forth below in section 7(C) for the District of Columbia and Territories, each State’s Schedule C share shall then be allocated within the State in accordance with the following: 1. Statewide Agreement. Each State and its Local Governments will have until [the later of 60 days from entry of an order confirming the Chapter 11 Plan or the Effective Date of the Chapter 11 Plan]⁶ (the “Agreement Date”) to file with the Bankruptcy Court an agreed-upon allocation or method for allocating the Public Funds for that State dedicated only to Approved Uses (each a “Statewide Abatement Agreement” or “SAA”). Any State and its Local Governments that have reached agreement before the Effective Date of the Chapter 11 Plan that satisfies the metric for approval as described in the immediately following paragraph shall file a notice with the Bankruptcy Court that it has adopted a binding SAA and either include the SAA with its filing or indicate where the SAA is publicly available for the SAA to be effective for the Purdue Bankruptcy. Any dispute regarding allocation within a State will be resolved as provided by the Statewide Abatement Agreement. A Statewide Abatement Agreement shall be agreed when it has been approved by the State and either (a) representatives⁷ of its Local Governments whose aggregate Population Percentages, determined as set forth below, total more than Sixty Percent (60%), or (b) representatives of its Local Governments whose aggregate Population Percentages total more than fifty percent (50%) provided that these Local Governments also represent 15% or more of the State’s counties or parishes (or, in the case of States whose counties and parishes that do not function as Local Governments, 15% of or more of the State’s incorporated cities or towns), by number.⁸

⁶ Should there be provision for extension of the date for filing Statewide Abatement Agreement?

⁷ An authorized “representative” of local, or even State, government can differ in this Term Sheet depending on the context.

⁸ All references to population in this Term Sheet shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html>

Issue	Description
	Population Percentages shall be determined as follows: For States with counties or parishes that function as Local Governments,⁹ the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) 200% of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish,¹⁰ divided by (b) 200% of the State's population. A "Primary Incorporated Municipality" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality. The Population Percentage of each primary incorporated municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population; provided that the Population Percentage of a primary incorporated municipality that is not located within a county shall be equal to 200% of its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population. For all States that do not have counties or parishes that function as Local Governments, the Population Percentage of each incorporated municipality (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population. The Statewide Abatement Agreement will become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court. A State and its Local Governments may revise, supplement, or refine a Statewide Abatement Agreement by filing an amended Statewide Abatement Agreement that has been approved by the State and sufficient Local Governments to satisfy the approval standards set forth above with the Bankruptcy Court, which shall become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court. 2. Default Allocation Mechanism (excluding Territories and DC addressed below). The Public Funds allocable to a State that is not party to a Statewide Abatement Agreement as defined in 7(1) above (each a "Non-SAA State") shall be allocated as between the State and its Local Governments to be

⁹ The following states do not have counties or parishes that function as Local Governments: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont [INSERT OTHERS]. All other States have counties or parishes that function as Local Governments.

¹⁰ Discuss how to deal with cities and towns that straddle counties.

Issue	Description
	used only for Approved Uses, in accordance with this Section (B) (the “Default Allocation Mechanism”). a. Regions. Except as provided in the final sentence of this paragraph, each Non-SAA State shall be divided into “Regions” as follows: (a) each Qualifying Block Grantee (as defined below) shall constitute a Region; and (b) the balance of the State shall be divided into Regions (such Regions to be designated by the State agency with primary responsibility for substance abuse disorder services employing to the maximum extent practical, existing regions established in that State for opioid abuse treatment or similar public health purposes); such non-Qualifying Block Grantee Regions are referred to herein as “Standard Regions”). The Non-SAA States which have populations under 4 million and do not have existing regions described in the foregoing clause (b) shall not be required to establish Regions;¹¹ such a State that does not establish Regions but which does contain one or more Qualifying Block Grantees shall be deemed to consist of one Region for each Qualifying Block Grantee and one Standard Region for the balance of the State. b. Regional Apportionment. Public Funds shall be allocated to each Non-SAA State, as defined in 7(1) above, as (a) a Regional Apportionment or (b) a Non-Regional Apportionment based on the amount of Public Funds dispersed under a confirmed Chapter 11 Plan as follows: i. First \$1 billion – 70% Regional Apportionment/30% Non-Regional Apportionment ii. \$1-\$2.5 billion – 64% Regional Apportionment /36% Non-Regional Apportionment iii. \$2.5-\$3.5 billion – 60% Regional Apportionment /40% Non-Regional Apportionment iv. Above \$3.5 billion – 50% Regional Apportionment /50% Non-Regional Apportionment

¹¹ To the extent they are not parties to a Statewide Abatement Agreement, the following States will qualify as a Non-SAA State that does not have to establish Regions: Connecticut, Delaware, Hawai’i, Iowa, Maine, Nevada, New Hampshire, New Mexico, Rhode Island, Vermont [INSERT OTHERS].

Issue	Description
	c. Qualifying Block Grantee. A “Qualifying Local Government” means a county or parish (or in the cases of States that do not have counties or parishes that function as political subdivision, a city), that (a) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more and (b) has funded or otherwise manages an established, health care and/or treatment infrastructure (e.g., health department or similar agency) to evaluate, award, manage and administer a Local Government Block Grant.¹² A Qualifying Local Government that elects to receive Public Funds through Local Government Block Grants is referred to herein as a Qualifying Block Grantee.¹³ d. Proportionate Shares of Regional Apportionment. As used herein, the “Proportionate Share” of each Region in each Non-SAA State shall be (a) for States in which counties or parishes function as Local Governments, the aggregate shares of the counties or parishes located in such Region under the allocation model employed in connection with the Purdue Bankruptcy (the “Allocation Model”),¹⁴ divided by the aggregate shares for all counties or parishes in the State under the Allocation Model; and (b) for all other States, the aggregate shares of the cities and towns in that Region under the Allocation Model’s intra-county allocation formula, divided by the aggregate shares for all cities and towns¹⁵ in the State under the Allocation Model. e. Expenditure or Disbursement of Regional Apportionment. Subject to 7(2)(i) below regarding Allowed Administrative Expenses, all Regional Apportionments shall be disbursed or expended in the form of Local Government Block Grants or otherwise for Approved Opioids Abatement Uses in the Standard Regions of each Non-SAA State.

¹² As noted in footnote 8, the population for each State shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html>

¹³ [NTD: Perhaps provide for a Qualifying Political Subdivision to expand to include neighboring areas that are part of its metro area?]

¹⁴ Need to address whether to use the Negotiation Class Allocation Model or other metric to determine Proportionate Share.

¹⁵ Should this be all cities and towns or only primary incorporated municipalities?

Issue	Description
	f. Qualifying Block Grantees. Each Qualifying Block Grantee shall receive its Regional Apportionment as a block grant (a “Local Government Block Grant”). Local Government Block Grants shall be used only for Approved Opioid Abatement Uses by the Qualifying Block Grantee or for grants to organizations within its jurisdiction for Approved Opioid Abatement Uses and for Allowed Administrative Expenses in accordance with 7(2)(i) below. Where a municipality located wholly within a Qualifying Block Grantee would independently qualify as a block grant recipient (“Independently Qualifying Municipality”), the Qualifying Block Grantee and Independently Qualifying Municipality must make a substantial and good faith effort to reach agreement on use of Abatement Funds as between the qualifying jurisdictions. If the Independently Qualifying Municipality and the Qualifying Block Grantee cannot reach such an agreement on or before the Agreement Date [or some later specified date], the Qualifying Block Grantee will receive the Local Government Block Grant for its full Proportionate Share and commit programming expenditures to the benefit of the Independently Qualifying Municipality in general proportion to Proportionate Shares (determined as provided in 7(2)(d) above) of the municipalities within the Qualifying Block Grantee. Notwithstanding the allocation of the Proportionate Share of each Regional Apportionment to the Qualifying Block Grantee, a Qualifying Block Grantee may choose to contribute a portion of its Proportionate Share towards a Statewide program. g. Standard Regions. The portions of each Regional Apportionment not disbursed in the form of Local Government Block Grants shall be expended throughout the Standard Regions of each Non-SAA State in accordance with 95%-105% of the respective Proportionate Shares of such Standard Regions. Such expenditures will be in a manner that will best address Opioid abatement within the State as determined by the State with the input, advice and recommendations of the Government Participation Mechanism described in Section 8 below. This regional spending requirement may be met by delivering Approved Opioid Abatement Use services or programs to a Standard Region or its residents. Delivery of such services or programs can be

Issue	Description
	accomplished directly or indirectly through many different infrastructures and approaches, including without limitation the following: i. State agencies, including local offices; ii. Local governments, including local government health departments; iii. State public hospital or health systems; iv. Health care delivery districts; v. Contracting with abatement service providers, including nonprofit and commercial entities; or vi. Awarding grants to local programs. h. Expenditure or Disbursement of Public Funds Other Than Regional Apportionment. All Public Funds allocable to a Non-SAA State that are not included in the State's Regional Apportionment shall be expended only on Approved Uses. The expenditure of such funds shall be at the direction of the State's lead agency (or other point of contact designated by the State) and may be expended on a statewide and/or localized manner, including in the manners described in herein. Qualifying Block Grantees will be eligible to participate in or receive the benefits of any such expenditures on the same basis as other Regions. i. Allowed Administrative Expenses. Qualifying Block Grantees States may use up to 5% of their Non-Regional Apportionments plus 5% of the Regional Apportionment not used to fund Local Government Block Grants, for Allowed Administrative Expenses. Qualifying Block Grantees may use up to 5% of their Local Government Block Grants to fund their Allowed Administrative Expenses. 3. Records. The State shall maintain records of abatement expenditures and its required reporting will include data on regional expenditures so it can be verified that the Regional Distribution mechanism guarantees are being met.¹⁶ Qualifying Block Grantees shall maintain records of abatement expenditures and shall provide those records periodically to their State for inclusion in the State's required periodic reporting, and shall be subject to audit consistent with State law applicable to the granting of State funds.

¹⁶ Additional records and reporting requirements?

Issue	Description
	(C) Allocation for Territories and the District of Columbia Only The allocation of Public Funds within a Territory or the District of Columbia will be determined by its local legislative body [within one year of the Agreement Date], unless that legislative body is not in session, in which case, the allocation of Public Funds shall be distributed pursuant to the direction of the Territory’s or District of Columbia’s executive, in consultation – to the extent applicable – with its Government Participation Mechanism [within ninety (90) days of the Agreement Date].¹⁷
8. GOVERNMENT PARTICIPATION MECHANISM	In each Non-SAA State, as defined in 7(1) above, there shall be a process, preferably pre-existing, whereby the State shall allocate funds under the Regional Distribution mechanism only after meaningfully consulting with its respective Local Governments. Each such State shall identify its mechanism (whether be it a council, board, committee, commission, taskforce, or other efficient and transparent structure) for consulting with its respective Local Governments (the “Government Participation Mechanism” or “GPM”) in a notice filed with the Bankruptcy Court identifying what GPM has been formed and describing the participation of its Local Governments in connection therewith. States may combine these notices into one or more notices for filing with the Bankruptcy Court. These notices are reviewable by the Bankruptcy Court upon the motion of any Local Government in that State asserting that no GPM has been formed. Government Participation Mechanisms shall conform to the following: (A) Composition. For each State, a. the State, on the one hand, and State’s Local Governments, on the other hand, shall have equal representation on a GPM; b. Local Government representation on a GPM shall be weighted in favor of the Standard Regions but can include representation from the State’s Qualifying Block Grantees; c. the GPM will be chaired by a non-voting Chairperson appointed by the State; d. Groups formed by the States’ executive or legislature may be used as a GPM, provided that the group has equal representation by the State and the State’s Local Governments.¹⁸ Appointees should possess experience, expertise and education with respect to public health, substance abuse, and other related

¹⁷ Territory and DC provisions to be discussed

¹⁸ Additional potential terms: mechanism for state and local appointment; duration of term, reimbursement of expenses.

Issue	Description
	topics as is necessary to assure the effective functioning of the GPM. (B) Consensus. Members of the GPMs should attempt to reach consensus with respect to GPM Recommendations and other actions of the GPM. Consensus is defined in this process as a general agreement achieved by the members that reflects, from as many members as possible, their active support, support with reservations, or willingness to abide by the decision of the other members. Consensus does not require unanimity or other set threshold and may include objectors. In all events, however, actions of a GPM shall be effective if supported by at least a majority of its Members. GPM Recommendations and other action shall note the existence and summarize the substance of objections where requested by the objector(s). (C) Proceedings. Each GPM shall hold no fewer than four public meetings annually, to be publicized and located in a manner reasonably designed to facilitate attendance by residents throughout the State. Each GPM shall function in a manner consistent with its State’s open meeting, open government or similar laws, and with the Americans with Disabilities Act. GPM members shall be subject to State conflict of interest and similar ethics in government laws. (D) Consultation and Discretion. The GPM shall be a mechanism by which the State consults with community stakeholders, including Local Governments (including those not a part of the GPM), state and local public health officials and public health advocates, in connection with opioid abatement priorities and expenditure decisions for the use of Public Funds on Approved Opioid Abatement Uses.¹⁹ (E) Recommendations. A GPM shall make recommendations regarding specific opioid abatement priorities and expenditures for the use of Public Funds on Approved Opioid Abatement Uses to the State or the agency designated by a State for this purpose (“GPM Recommendations”). In carrying out its obligations to provide GPM Recommendations, a GPM may consider local, state and federal initiatives and activities related to education, prevention, treatment and services for individuals and families experiencing and affected by opioid use disorder; recommend priorities to address the State’s opioid epidemic, which recommendations may be Statewide or specific to Regions; recommend Statewide or Regional funding with respect to specific programs or initiatives; recommend measurable outcomes to determine the effectiveness of funds expended for

¹⁹ Address form of consultation with non-GPM members, public hearings, etc.

Issue	Description
	Approved Opioid Abatement Uses; monitor the level of Allowed Administrative Expenses expended from Public Funds. The goal is for a process that produces GPM Recommendations that are recognized as being an efficient, evidence-based approach to abatement that addresses the State’s greatest needs while also including programs reflecting particularized needs in local communities. It is anticipated that such a process, particularly given the active participation of state representatives, will inform and assist the state in making decisions about the spending of the Public Funds. To the extent a State chooses not to follow a GPM Recommendation, it will make publicly available within 14 days after the decision is made a written explanation of the reasons for its decision, and allow 7 days for the GPM to respond. (F) Review. Local Governments and States may object to an allocation or expenditure of Public Funds (whether a Regional Apportionment or Non-Regional Apportionment) solely on the basis that the allocation or expenditure at issue (i) is inconsistent with the provisions of Section 7(B)2 hereof with respect to the levels of Regional Apportionments and Non-Regional Apportionments; (ii) is inconsistent with the provisions of Section 7(B)(5) hereof with respect to the amounts of Local Government Block Grants or Regional Apportionment expenditures; (iii) is not for an Approved Use, or (iv) violates the limitations set forth herein with respect to Allowed Administrative Fees. The objector shall have the right to bring that objection to either (a) a court with jurisdiction within the applicable State (“State Court”) or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed; provided that nothing herein is intended to expand the scope of the Bankruptcy Court’s post-confirmation jurisdiction or be deemed to be a consent to any expanded post-confirmation jurisdiction by the Bankruptcy Court (each an “Objection”). If an Objection is filed within fourteen (14) days of approval of an Allocation, then no funds shall be distributed on account of the aspect of the Allocation that is the subject of the Objection until the Objection is resolved or decided by the Bankruptcy Court or State Court, as applicable. There shall be no other basis for bringing an Objection to the approval of an Allocation.
8. COMPLIANCE, REPORTING, AUDIT AND ACCOUNTABILITY	At least annually, each State shall publish on the lead State Agency’s website or on its Attorney General’s website a report detailing for the preceding time period, respectively (i) the amount of Public Funds received, (ii) the allocation awards approved (indicating the recipient, the

Issue	Description
	amount of the allocation, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations, to Qualifying Local Governments for Local Government Block Grants and Allowed Administrative Fees. At least annually, each Qualifying Block Grantee which has elected to take a Local Government Block Grant shall publish on its lead Agency's or Local Government's website a report detailing for the preceding time period, respectively (i) the amount of Local Government Block Grants received, (ii) the allocation awards approved (indicating the recipient, the amount of the grant, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations. As applicable, each State or Local Government shall impose reporting requirements on each recipient to ensure that Public Funds are only being used for Approved Uses, in accordance with the terms of the allocation, and that the efficacy of the expenditure of such Public Funds with respect to opioids abatement can be publicly monitored and evaluated. The expenditure and disbursement of Public Funds shall be subject to audit by States as follows: [details of audit scope, process, output, etc.] (a) A court with jurisdiction within the applicable State ("State Court") or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed shall have jurisdiction to enforce the terms of this agreement, and as applicable, a Statewide Abatement Agreement or Default Mechanism; provided that nothing herein is intended to expand the scope of the Bankruptcy Court's post-confirmation jurisdiction.

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of ___% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].

A. Naloxone/Narcan

1. Expand training for first responders, EMTs, law enforcement, schools, community support groups and families; and
2. Increase distribution to non-Medicaid eligible or uninsured individuals.

B. Medication Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide MAT services to youth and education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Non-MAT treatment, including addition and expansion of services for managing withdrawal and related systems such as detox, residential, hospitalization, intensive outpatient, outpatient, recovery housing, and treatment facilities.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders from 60 days postpartum to 12 months (post-Medicaid coverage); and
3. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or other polysubstance abuse problems;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails that currently have or had detox units to treat inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for school-based prevention programs, beyond education about MAT mentioned above, including evidence-based school-wide programs;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding for additional city police officers/county sheriffs to specifically address OUD and opioid-related ODs.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe exchange services programs with more wrap-around services including treatment information.

I. Evidence based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B
Approved Uses²⁰

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with

²⁰ [NTD: Discuss expanded list of Approved Uses to be included. Discuss “self-executing” function based on additional information received from NCSG.]

OD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for persons with OD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.
8. Training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.
13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
8. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

13. Create and/or support recovery high schools.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if these courts provide referrals to evidence-informed treatment, including MAT.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
5. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
8. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment

intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in items A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, D7, E2, E4, F1, F3, F8, G5, H3, H12, and I-2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

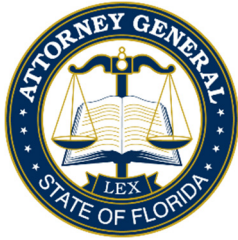
- a. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
- b. Research non-opioid treatment of chronic pain.
- c. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
- d. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

- e. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
- f. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
- g. Research on expanded modalities such as prescription methadone that can expand access to MAT.
- h. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
- i. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
- j. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Schedule C
State Allocation Percentages

[TO BE INSERTED]

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ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300
Fax (850) 487-0168
<http://www.myfloridalegal.com>

September 30, 2021

RE: Opioid Litigation

Dear Sir or Madam:

My name is John Guard and I am the Chief Deputy Attorney General for the State of Florida (the "State"). Since she took office, Attorney General Moody has been heavily involved in leading both the State's ongoing opioid litigation and several different negotiations with defendants in that litigation. As you are likely aware, Florida, thirteen other states, and litigation counsel representing counties and cities nationwide were able to reach two, multi-billion-dollar settlements. Since the announcement of those settlements, Attorney General Moody and attorneys general for the other leadership states have led a sign-on effort that saw forty-two states and six territories join that settlement.¹ We are now at the stage of the sign-on process where we must sign-on cities and counties, litigating and non-litigating, to see if participation is sufficient for the settlement to close.

From now until **January 2, 2022**, the State, litigation counsel, and others will likely be reaching out to you about this settlement. To make sure you, your administrator, your mayor or chair, and your commissioners have enough information about the settlement, the State has designed a webpage that has Florida specific information relating to the settlement. It can be found at <https://www.myfloridalegal.com/opioidsettlement>. The State website has state specific information including the amounts of money that your subdivision will receive under the settlement, the State MOU, the State Agreement, and other documents. In addition, litigation counsel for cities and counties has also created a website that has additional information on it as well. It can be found at <https://nationalopioidsettlement.com/>. In the next few days, you will receive by mail and e-mail a notice from the notice administrator if you are a county, a city with a population greater than 10,000 people, or a city with a population less than 10,000 people that is litigating against one or more of the settling defendants. That notice will have a unique identifier. For **subdivisions who receive a formal notice** (counties, cities more than 10,000 people, cities less than 10,000 people

¹ West Virginia previously settled its claims with the distributors. Oklahoma previously litigated to judgment its claims against Janssen and Johnson & Johnson.

who are litigating against these defendants) in order to participate in the settlement, you **must**:

First, go to the national settlement website, <https://nationalopioidsettlement.com/>, to register your county or city to receive in the coming weeks and months the documentation your subdivision will need to participate in the settlements.

Second, you must execute and submit all required documentation.

For **subdivisions who receive a formal notice** (counties, cities more than 10,000 people, cities less than 10,000 people who are litigating against these defendants) the required documentation will be submitted electronically utilizing the “DocuSign” service. In addition, we would ask you to print out your “DocuSign” participation documentation and upload it on Florida’s website. <https://www.myfloridalegal.com/opioidsettlement> . Once you reach the State’s webpage, click on the “learn more” button and follow the directions from there. As part of the registration process, your subdivision will need to identify, and provide the email address for, the individual who will be authorized to sign formal and binding documents on behalf of your subdivision.

For **subdivisions who do NOT receive a formal notice** (cities less than 10,000 people who are not litigating against these defendants), assuming the MOU is approved and the State Agreement is accepted, you may also join, but the process is slightly different. You **must**:

First, send an e-mail to fl.opioidlitigation@myfloridalegal.com and indicate that your city is interested in participating in the settlement. Please provide contact information where further information can be sent.

Second, you must execute and submit all required documentation, which will include Exhibit K from both settlement agreements, which is separately posted on the State’s webpage, <https://www.myfloridalegal.com/opioidsettlement>.

IF YOUR SUBDIVISION DOES NOT JOIN A SETTLEMENT BY JANUARY 2, 2022, IT WILL NOT RECEIVE ANY DIRECT BENEFIT FROM THAT SETTLEMENT UNLESS AND UNTIL IT JOINS AND SUBSEQUENTLY JOINING CITIES AND COUNTIES WILL LOSE OUT ON AMOUNTS PAID IN THE INTERIM.

NEXT STEPS

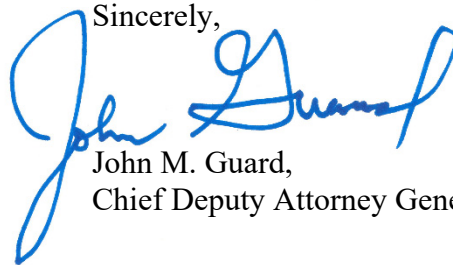
These settlements require that you take affirmative steps to 'opt in' to the settlements. If you do not act, you will not receive any settlement funds and you will not contribute to reaching the participation thresholds that will deliver maximum amount of abatement funds to your State.

First, register your subdivision on either the national settlement website, if you receive formal notice, or by e-mail to the address above, if your city has less than 10,000 people. Registration will ensure that information and documents required to participate can be sent to you. You will need the email address of the person who will be authorized to sign on behalf of your subdivision. This is the only action item needed at this time.

Second, have whatever process that your county or city utilizes begin to review the materials on the websites concerning the settlement agreement terms, allocation and other matters. Develop a list of questions for your counsel or the Attorney General's Office. In the very near future, your subdivision will need to begin the process of deciding whether to participate in the proposed settlements and subdivisions are encouraged to work through this process well before the deadline to be an initial participating subdivision. Again, the Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the settlements within your state and we encourage you to discuss the terms and benefits of the settlements with them.

Third, monitor your email for further communications, which will include a Participation Agreement, Release, (where applicable) a model Resolution, and instructions on executing using DocuSign, if applicable.

We urge you to view the national settlement website and the Florida website at your earliest convenience. If you have questions for Florida Office of Attorney General please send an e-mail to fl.opioidlitigation@myfloridalegal.com. Like we have done at every stage of this process, we will be scheduling calls to answer your and your commissioners' and administrators' questions. We will have multiple calls and ask your help in ensuring that the Sunshine Law is complied with.

Sincerely,

John M. Guard,
Chief Deputy Attorney General

RESOLUTION

A Resolution Authorizing the City of Crestview (herein referred to as this “Governmental Unit”) to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements Implementing a Unified Plan

WHEREAS, the City of Crestview has suffered harm from the opioid epidemic; and

WHEREAS, the City of Crestview recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”) and the City of Crestview is not a litigating participant in that action; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the “Florida Plan”) sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida’s relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, the City of Crestview and every other Florida city and county.

NOW, THEREFORE, BE IT RESOLVED BY the City of Crestview:

SECTION 1. That the City of Crestview finds that participation in the Florida Plan would be in the best interest of the City of Crestview and its citizens in that such a plan ensures that almost all the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That the City of Crestview hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit “A.”

SECTION 3. That the City of Crestview is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit “A.”

SECTION 4. That the City of Crestview is hereby authorized to execute any formal

agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. That the City Clerk be hereby instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The City Clerk of the City of Crestview is hereby directed to furnish a certified copy of this resolution to the Florida League of Cities.

Attorney General Ashley
Moody
John M. Guard
The Capitol, PL-01
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this ____ day of _____, 2021.

Approved:

Mayor JB Whitten

City Clerk Maryanne Schrader

ATTEST: _____

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

- c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Brian McCallum
DATE: 12/9/2021
SUBJECT: K9 Tyson Donation and Training

BACKGROUND:

The Crestview Police Department currently has four working canine officers. The typical working life expectancy of a dual-purpose canine is 6-9 years. The department's oldest canine is Sonic, an 8-year-old Belgium Malinois. As K9 Sonic is nearing the end of his work life expectancy, the department is seeking to formally retire K9 Sonic and transfer possession to his current handler, Officer Javonnica Peak. The department is seeking to replace K9 Sonic with K9 Tyson, a Belgium Malinois that will be donated from Coastline K9.

DISCUSSION:

Coastline K9 is based in Naples, Florida and trains and supplies private protection dogs. Coastline K9 has expanded into Okaloosa County and desires to enter the law enforcement K9 training field. To establish their presence, Coastline K9 has agreed to donate K9 Tyson to the department at no cost. A contract that outlines the donation of K9 Tyson has been drafted and agreed upon by Coastline K9's attorney and the City of Crestview attorney. A copy of the contract is included in this report.

After the department acquires K9 Tyson, he and his handler will require 480 hours of extensive detection, apprehension and tracking training. The training will be performed at Alabama K9, a training facility in Northport, Alabama. The cost of the training course is \$10,000 and includes housing the canine and handler during the training. The training class is Monday thru Friday and lasts approximately 10 weeks. The price quote for the training class is included in this report.

To offset the cost of training, the department wishes to transfer \$10,000.00 from a previously budgeted item. Included in the 2022 budget is \$25,000.00 for a Traffic Homicide Investigation laser mapping system, which replaces the outdated system the department currently has. The mapping system will cost \$14,836.24, allowing for the transfer of the necessary funds. A quote from Lasertech for the mapping system is included in this report.

Upon the completion of K9 training, the department is seeking to retire K9 Sonic and transfer possession to Officer Javonnica Peak. The transfer is completed with a memo from Chief McCosker. Officer Peak has demonstrated the means to care for K9 Sonic in retirement and the department has no reservations with the transfer.

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

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

Safety- Ensure the continuous safety of citizens and visitors

FINANCIAL IMPACT

This item will have no impact on the total budget for fiscal year 2022.

RECOMMENDED ACTION

Staff respectfully requests approval of the Coastline K9 contract and transfer of funds as well as permission to transfer possession of Sonic to Officer Peak upon retirement.

Attachments

1. Coastline K9 Tyson City of Crestview PD Contract
2. Est_2021138_from_Alabama_Canine_Law_Enforcement_Officers_Trng_Ctr__Inc._4236
3. 2021 Lasertech THI
4. 2021 Verizon THI

COASTLINE K9
Canine Purchase & Sale Contract

Date: 11/17/2021

Recipient Name: City of Crestview Police Department

Contributor: Coastline K9, LLC

Description of the Canine(s)

- Breed: Belgian Malinois
- DOB: 10/12/2018
- Sex: Male

Donation Info

Coastline K9 agrees to donate Tyson, a completely trained 2 year old Belgian Malinois to the City of Crestview Police Department at the value of **\$15,000**. The City of Crestview Police Department owes Coastline K9 **\$0.00**. The canine will be delivered from the Contributor to the Recipient, which will be a day mutually agreed upon by Recipient and Contributor. The donation includes Turnover Training (see below) and all transportation and lodging costs.

Turnover Training

Contributor will transport the canine to the Recipient's location within the Continental United States. Upon delivery, the Contributor will instruct the Recipient in the proper care and handling of the canine. Turnover Training is designed to ensure that the Recipient is comfortable and competent to operate the canine. This will ensure a smooth transition of the canine into the Recipient's household.

Sustainment Training

Sustainment Training is ongoing training or corrective training intended to ensure the canine's continuous readiness to perform and will be at the responsibility of the Recipient.

Canine Health

All health information is available at the following vet: (Please contact us first) Town & Country Animal Hospital (239) 353-5060.

Recipient's Obligations

Recipient agrees to maintain the canine in good health, provide routine, preventative health care. Recipient further agrees to provide proper exercise to maintain the canine's proper weight and physical shape, and to feed the canine top-quality meals as indicated by Contributor.

Recipient agrees not to leave the canine unattended for extended periods in backyard, chained to any object whatsoever, or left in a kennel other than for reasonable periods of time as needed. Recipient agrees Contributor may repossess the canine upon evidence of neglect and/or abuse.

The Recipient may spay or neuter the canine; however, Recipient understands that doing so may be detrimental to the canine's performance.

The Recipient understands that without continuing training, some or all of the canine's working skills may diminish. Sustainment training must be provided by Recipient according to directions provided by Contributor during the Turnover Training or by Contributor. Recipient assumes all risk of failing to sustain the canine's skills, and all risk of engaging any other trainer or participating in any canine sport club. Recipient will follow all the directions of the Contributor to the very best of their ability.

Recipient agrees that if for any reason canine and handler do not bond well, or if there are any such issues resulting in the canine not able to perform duties, that the canine be returned to Coastline K9 LLC. The return period will be granted for 1 year after the handler obtains custody of the canine.

Disclaimer/Indemnity

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE BUYER EXPRESSLY ASSUMES THE ENTIRE RISK OF INJURY, LOSS, OR NEGATIVE CONSEQUENCES FROM OWNERSHIP AND USE OF THE CANINE.

The Buyer's exclusive remedy in case of Seller's breach of this contract is limited to replacement of the canine with an animal that conforms to the terms of this contract. At the sole discretion of the Seller, Seller would grant consignment of the canine only if this term is agreed upon by both parties. Seller will not be liable to Buyer or any other person or entity for any indirect, special, incidental, exemplary, or consequential damages whatsoever arising from or related to the canine, regardless of the form of action whether in contract, tort (including negligence) or otherwise, even if the Seller is advised of the possibility of such damages.

Miscellaneous Matters

Forum Selection & Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Any legal suit, action or proceeding arising out of or based upon this Contract or the transactions contemplated hereby may be instituted only in the state courts of the State of Florida.

No Warranty or Representation of Fitness for Law Enforcement Purposes. Contributor trains canines for personal protection and not for certified law enforcement purposes. Contributor makes no warranties or representations that the canine is trained

for or suitable for law enforcement operations. Recipient acknowledges that it intends to conduct further training of the canine for law enforcement purposes.

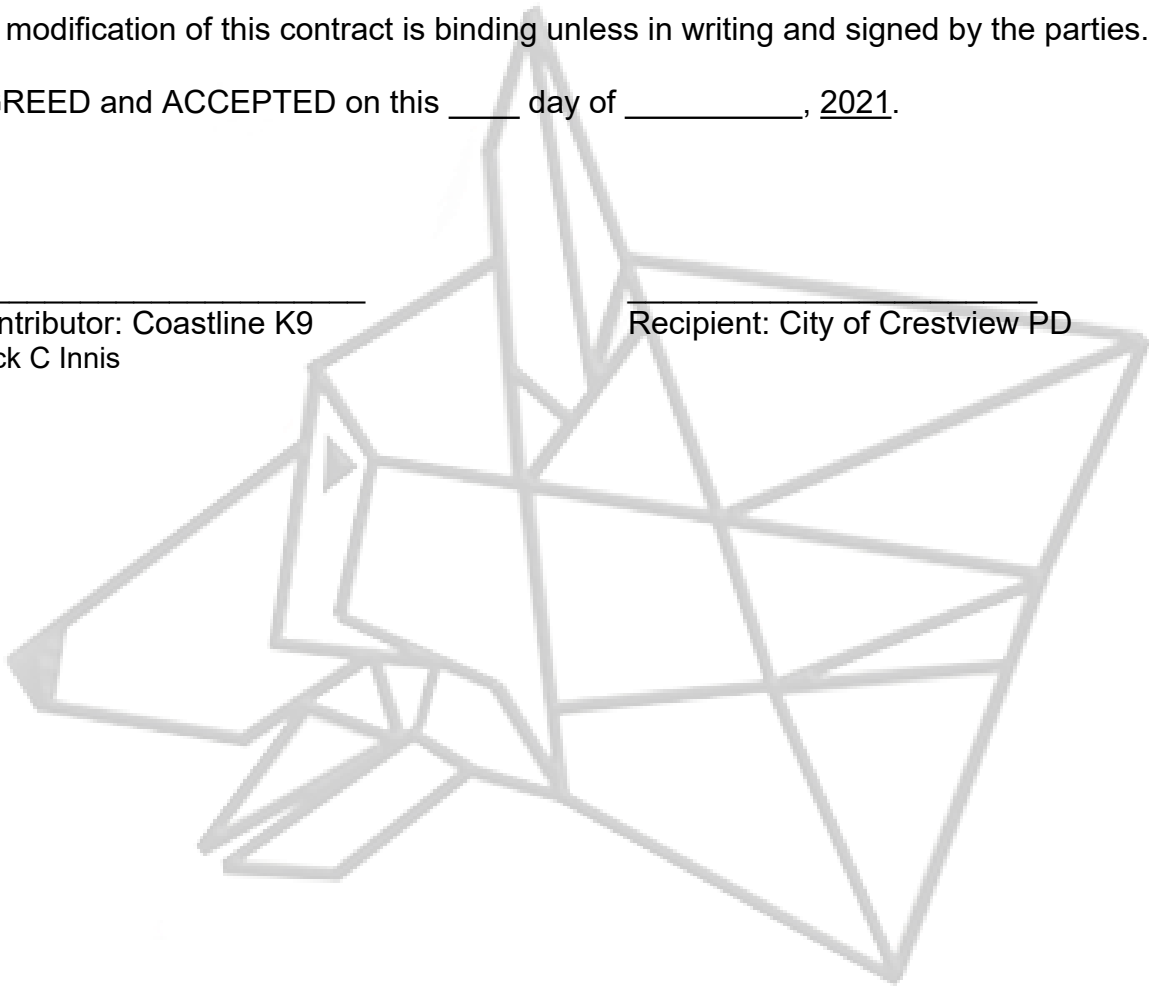
This contract is the entire understanding between the Buyer and Seller with respect to the canine, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the parties, except as set forth in this contract.

No modification of this contract is binding unless in writing and signed by the parties.

AGREED and ACCEPTED on this ____ day of _____, 2021.

Contributor: Coastline K9
Erick C Innis

Recipient: City of Crestview PD



COASTLINE K9

PRICE QUOTE

Date	Estimate #
11/17/2021	2021138

[illegible]

Total	\$10,000.00
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Email	Web Site	FEIN#
alcanine@hiwaay.net	alcanine.com	63-1191195

LASER TECH — Quotation —

6912 South Quentin Street, Suite A
Centennial, CO 80112

Today's Date: 12/01/21
Expiration Date: 12/30/21

To: Crestview Police Department
(Crestview, US)
201 Stillwell Boulevard

Crestview Florida 32539
United States

LTI Rep: Craig Wright
Phone: 770.714.1917
Email: cwright@lasertech.com

Attn: Major Raymond Harp
Phone: 850-240-2171
Email: harpr@crestviewpd.org

Shipping Method	FOB Point	Payment Terms
FedEx Ground	Centennial, CO	Net 30 Days

Special Instructions: Craig Wright will conduct the training at no cost.

Qty	Item	Description	Unit Price	Total
1	3004670	(TS) FIXED TRIBACH ADAPTER	\$47.25	\$47.25
1	3005013	Tribach W/Laser Plummet	\$199.00	\$199.00
1	3014653	TRAINING	\$0.00	\$0.00
1	3204743-E	Software, Faro Zone, 2D	\$400.00	\$400.00
1	3204744 -E	Software, Faro Zone, 3D	\$2,500.00	\$2,500.00
2	3204755-E	Network User Soft Lock, Faro	\$400.00	\$800.00
1	3210012-E	QuickMap 3D iOS	\$595.00	\$595.00
1	3504272	(TS) LTI BI-POD LEGS	\$210.00	\$210.00
1	7006001	Kit, TruAngle, W/O Box	\$1,360.00	\$1,360.00
1	7007051	TRUSPEED SX BT	\$2,195.00	\$2,195.00
1	7035070	KIT,ANGLE ENCODER/TRUANGLE, AI	\$1,250.00	\$1,250.00
1	7035165	Kit, Android Tablet, Basic Pkg	\$1,650.00	\$1,650.00
1	7035196	Kit, Trupoint 300, IOS Incident Mapping Package	\$2,825.00	\$2,825.00

TERMS AND CONDITIONS:

- Prices noted above are not valid with any other quotes or offers. Pricing does not include applicable sales tax. A 15% restocking fee will be added to all cancelled or returned orders. Shipping charges are estimated and subject to change. Please allow 3-4 weeks for delivery, unless otherwise specified.
- These commodities, technology and/or software are subject to export control laws, including the U.S. Export Administration Regulations. Exports and re-exports may require an export license from the U.S. and/or other governments. Diversion contrary to U.S. or other export control laws is prohibited.

Subtotal	\$14,031.25
Sales Tax@0.00%	\$0.00
Freight	\$155.00
Total(USD)	\$14,186.25

Scott
Forman

Digitally signed by Scott Forman
DN: cn=Scott Forman, o=Laser
Technology Inc., ou=Inside Sales,
email=sforman@lasertech.com,
c=US
Date: 2021.12.01 16:09:33 -07'00'

verizon[✓]

iPad mini (2021)

SKU#MK893LL/A
(3 Reviews)

The new iPad mini. Featuring an all-screen design with an 8.3-inch Liquid Retina... See more

- 256GB

- \$649.99

1 Year Contract Pricing

- \$649.99

Retail Price

Available for back-order: estimated shipping date 01.07.22.
QTY

Add to cart





Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 12/9/2021
SUBJECT: Lot Purchase/Water & Sewer Credit Swap in Stillwell Estates Subdivision

BACKGROUND:

In 2019, it was discovered that one of the City's retention pond areas and access roads encroached on an unimproved lot in the Stillwell Estates Subdivision owned by GJ Partners, LLC, which is the successor developer of the subdivision.

DISCUSSION:

Numerous discussions have taken place with the property owner on how to resolve this issue. Staff believes the best option is to purchase the lot from the property owner, with the purchase price being paid in the form of water and sewer impact fee credits for another project being planned by the developer. The purchase price will be \$23,000 in total, comprised entirely of impact fee credits and credits for water and sewer connection charges.

In the process of preparing to bring this proposal to the City Council, it was determined that changes needed to be made to the subdivision covenants so that the lot would not be subject to HOA assessments once the City takes title. The developer, working with the City Attorney, has agreed to make the requested changes if the Council approves the proposed resolution.

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

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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

As noted above, the purchase will be made using impact fee credits and connection fee credits for water and sewer serving another project planned by the developer. The total amount of these credits is \$23,000.

RECOMMENDED ACTION

Staff respectfully requests the Council approve the purchase of the lot from GJ Partners, LLC for the price of \$23,000, comprised of impact fee credits and water and sewer connection fee credits.

Attachments

1. Lot 1 Quit Claim Deed to Crestview
2. Stillwell Estates Amendment clean



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 12/9/2021
SUBJECT: Lot Purchase/Water & Sewer Credit Swap in Stillwell Estates Subdivision

BACKGROUND:

In 2019, it was discovered that one of the City's retention pond areas and access roads encroached on an unimproved lot in the Stillwell Estates Subdivision owned by GJ Partners, LLC, which is the successor developer of the subdivision.

DISCUSSION:

Numerous discussions have taken place with the property owner on how to resolve this issue. Staff believes the best option is to purchase the lot from the property owner, with the purchase price being paid in the form of water and sewer impact fee credits for another project being planned by the developer. The purchase price will be \$23,000 in total, comprised entirely of impact fee credits and credits for water and sewer connection charges.

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ORDINANCE:



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 12/9/2021
SUBJECT: Lot Purchase/Water & Sewer Credit Swap in Stillwell Estates Subdivision

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2. Stillwell Estates Amendment clean

RESOLUTION:

OKALOOSA COUNTY, FLORIDA
Recording Fee: \$ 18.50
Documentary Stamps: \$.70

THIS INSTRUMENT PREPARED BY:
C. Jeffrey Mcinnis, Esq.
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064
Parcel ID No. 09-3N-23-1030-000H-0010

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

QUIT-CLAIM DEED

THIS IS A CONVEYANCE OF REAL PROPERTY TO A GOVERNMENTAL AGENCY FOR NOMINAL CONSIDERATION TO BE USED FOR PUBLIC PURPOSES AND, AS SUCH, ONLY MINIMAL DOCUMENTARY STAMP TAXES ARE DUE HEREON.

THIS QUIT-CLAIM DEED is entered into effective as of this ____ day of December 2021 by GJ PARTNERS, LLC, a Florida Limited Liability Company, whose post office address for purposes hereof is 714-B Bob Sikes Boulevard, Fort Walton Beach, Florida 32547 (hereinafter called "Grantor") to the CITY OF CRESTVIEW FLORIDA, a Florida municipal corporation, whose post office address for purposes hereof is 198 North Wilson Street, Crestview, Florida 32536 (hereinafter called "Grantee):

WITNESSETH, That the said Grantor, for and in consideration of the sum of TEN DOLLARS, in hand paid by the said Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all of Grantor's right, title and interest, claim and demand which the said Grantor has in and to the following described real property located in Okaloosa County, State of Florida:

LOT 1, BLOCK H, OF STILLWELL SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGES 80 THROUGH 81, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA

The said real property is not the homestead property of the Grantor.

SUBJECT to any and all covenants, restrictions, reservations, easements, and other matters of record which are not hereby reimposed.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity

and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents effective as of the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

GRANTOR:

GJ PARTNERS, LLC, a Florida limited liability company

By: _____
Jimmy H. Henderson, II, Managing Member

By: _____
Garry Howard, Managing Member

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of ***physical presence*** this ____ day of December 2021, by Jimmy H. Henderson, II, in his capacity as Managing Member on behalf of the company GJ Partners, LLC, a Florida limited liability company, ***who is personally known to me*** and therefore did not provide identification and who did not take an oath.

NOTARY PUBLIC

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of ***physical presence*** this ____ day of December 2021, by Garry Howard, in his capacity as Managing Member of GJ Partners, LLC, a Florida limited liability company, on behalf of the company ***who is personally known to me*** and therefore did not provide identification and who did not take an oath.

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
C. Jeffrey McInnis, Esq.
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547
(850) 863-4064

STATE OF FLORIDA
COUNTY OF OKALOOSA

**AMENDMENT OF THE DECLARATION OF RIGHTS, RESTRICTIONS,
AND COVENANTS FOR STILLWELL ESTATES SUBDIVISION**

WHEREAS, on November 15, 2005, SOUTHSIDE OF FLORIDA, LLC, a Florida limited liability company, recorded that certain DECLARATION OF RIGHTS, RESTRICTIONS, AND COVENANTS FOR STILLWELL ESTATES SUBDIVISION, in Book 2666, Pages 1659-1699 of the Public Records of Okaloosa County, Florida, as amended and restated in that certain Amendment and Restatement of the Declaration of Rights, Restrictions, and Covenants for Stillwell Estates Subdivision recorded on March 21, 2006 in Book 2695, Pages 2892-2908 of said Public Records and as further amended in Book 2977, Page 2423 and in Book 3027, Page 3815 together with that certain Amendment to Declaration of Rights, Restrictions, and Covenants for Stillwell Estates Subdivision recorded on June 30, 2009 in Book 2895, Page 1147 and re-recorded on July 1, 2009 in Book 2895, Page 2224 and as further amended in Book 2977, Page 2423 and in Book 3163, Page 2946 and in Book 3027 Page 3815 and in Book 3410, Page 4955 of said Public Records (the original declaration and all amendments together with the amended and restated declaration are collectively referred to as the "Declaration"); and,

WHEREAS, GJ PARTNERS, LLC, a Florida limited liability company, (the "Declarant") is the successor Declarant to Southside of Florida, LLC, the original declarant by virtue of a Partial Assignment of Declarant's Rights, dated June 29, 2009 and recorded on August 20, 2009 in Book 2902, Page 1415 of the Public Records of Okaloosa County, Florida; and,

WHEREAS, pursuant to Article IV, Section 3 of the Declaration, entitled "Amendment and Additional Restrictions," the Declarant and its assigns, may amend the Declaration at any time during which it owns property within Stillwell Estates Subdivision without the consent of the other Property Owners so long as all such amendments conform to the general purposes and standards of the Covenants and Restrictions contained within the Declaration; and,

WHEREAS, GJ Partners, LLC, continues to own lots within the Stillwell Estates Subdivision; and,

WHEREAS, the Declarant is desirous of amending the Declaration as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article I, Section 1 is hereby deleted in its entirety and amended to read as follows:

"Section 1. Property Subject to this Declaration. The property which is, by the recording of this Declaration, subject to the covenants, restrictions, easements, assessments and liens hereinafter set forth and which by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgages or otherwise encumbered

subject to this Declaration is described as property located in Okaloosa County, Florida pursuant to plat as recorded in Plat Book 22, Page 65 of the Public Records of Okaloosa County, Florida and being more particularly described in said plat, together with the property located in Okaloosa County, Florida pursuant to plat as recorded in Plat Book 26, Page 80, of the Public Records of Okaloosa County and being more particularly described in said plat, less and except Lot 1, Block H, Stillwell South to be used by the City of Crestview, Florida for public purposes and not subject to this Declaration.”

2. Except as amended herein, the aforesaid Declaration of Rights, Restrictions, and Covenants for Stillwell Estates Subdivision, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, GJ Partners, LLC, has caused this Amendment of the Declaration of Rights, Restrictions and Covenants for Stillwell Estates Subdivision to be executed in its name by it duly authorized corporate officer, the ____ day of December, 2021.

Signed, sealed and delivered in the presence of:

DECLARANT:

GJ PARTNERS, LLC, a Florida limited liability company

Print Name: _____

Print Name: _____

By: _____
Jimmy H. Henderson, II, President

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me by means of *physical presence* this ____ day of December 2021, by Jimmy H. Henderson, II, in his capacity as President of GJ Partners, LLC, a Florida limited liability company, on behalf of the Company *who is personally known to me* and therefore did not provide identification and who did not take an oath.

NOTARY PUBLIC



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 12/9/2021
SUBJECT: Mannino Settlement Agreement

BACKGROUND:

Previously, the City initiated Code Compliance procedures in case No. 20-903 and No. 20-904 with respect to the property located at 792 Walnut Avenue East, Crestview, Florida 32539. The Special Magistrate appointed to hear and decide code cases in the City of Crestview pursuant to Chapter 162 entered orders in both Code Compliance cases.

DISCUSSION:

The City and property owner both desire to settle both Code Compliance cases on the terms set forth in the attached Settlement Agreement document.

In this agreement, the City is authorized to enter into the property for the purposes of demolition and removal for the cost of \$7,800.00. The owner shall pay the City this amount (\$7,800.00) from the proceeds of the property sale. The sale shall be completed on or before January 31, 2022, as stipulated in the agreement.

As a result of this settlement, the City will release any liens arising from the Code Compliance cases in exchange for such aforementioned payment at closing. If the owner cannot sell the property, the City is under no obligation to release any Code Compliance liens.

GOALS & OBJECTIVES

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

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

Opportunity- Promote an environment that encourages economic and educational opportunity

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

This item will have no impact on the City budget.

RECOMMENDED ACTION

Staff respectfully requests approval of the attached Settlement Agreement, and for it to be sent to the Mayor for signature.

Attachments

1. Mannino Code Settlement Agreement (1) (version 3)



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
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FINANCIAL IMPACT

This item will have no impact on the City budget.

RECOMMENDED ACTION

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Attachments

1. Mannino Code Settlement Agreement (1) (version 3)

ORDINANCE:



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 12/9/2021
SUBJECT: Mannino Settlement Agreement

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FINANCIAL IMPACT

This item will have no impact on the City budget.

RECOMMENDED ACTION

Staff respectfully requests approval of the attached Settlement Agreement, and for it to be sent to the Mayor for signature.

Attachments

1. Mannino Code Settlement Agreement (1) (version 3)

RESOLUTION:

SETTLEMENT AGREEMENT

This Settlement Agreement is between the City of Crestview, Florida (the “City”) and Giuseppe Mannino (“Owner”).

WHEREAS, Owner owns a parcel of property located at 792 Walnut Avenue East, Crestview, Florida 32539 (the “Property”); and

WHEREAS, the City initiated Code Compliance procedures with respect to the Property, in Case No. 20-903 and Case No. 20-904; and

WHEREAS, the Special Magistrate appointed to hear and decide Code Compliance cases in the City of Crestview pursuant to Chapter 162 entered orders in both Code Compliance cases; and

WHEREAS, the parties desire to settle both Code Compliance cases on the terms set forth herein.

NOW, THEREFORE, the City and Owner agree as follows:

1. Owner hereby authorizes the City and its agents and contractors to enter onto the Property for purposes of demolishing and removing all existing structures on the Property, regardless of the mailing address used for such structures.
2. The City agrees to demolish and remove the structures from the Property for the cost of \$7,800.00. Demolition and removal shall take place before December 31, 2021.
3. Owner agrees that the City shall be paid \$7,800.00 from the proceeds of the sale of the Property, which sale shall be completed on or before January 31, 2022.
4. In consideration of Owner’s agreement and authorization to permit the City to demolish the structures, and Owner’s agreement to pay for such demolition at closing of Owner’s sale of the Property, the City agrees that it will release any liens arising from the Code Compliance cases in exchange for such payment at Closing.

5. In the event Owner fails to pay the City at closing, or if Owner is unable to sell the Property, the City is under no obligation to release its Code Compliance liens encumbering the Property.

6. This agreement shall be construed in accordance with Florida law, and venue for any disputes arising from this Agreement shall be in the appropriate state court in and for Okaloosa County, Florida.

7. The date of this Agreement is the date the last party executes it.

CITY OF CRESTVIEW

By: J. B. Whitten, Mayor

Date: _____

<i>Giuseppe Mannino</i>	dotloop verified 11/30/21 7:21 PM EST P84D-W0VG-HTIB-KSYK
-------------------------	---

GIUSEPPE MANNINO

Date: _____

Attest: Elizabeth M. Roy, City Clerk



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: JB Whitten
DATE: 12/9/2021
SUBJECT: Selection of Citizen of the Year - 2022

BACKGROUND:

In 2020, the Citizen of the Year program changed to reflect the calendar year rather than the fiscal year of the City.

DISCUSSION:

In November of 2021, the application process began for the 2022 Citizen of the Year.

The last day for applications to be received was December 1, 2021. Only 2 citizens were nominated.

The committee for recommendation for Citizen of the Year met on December 7, 2021.

The recommendation of the committee was to select _____ as Citizen of the Year for 2022.

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.

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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

Any financial impact from the Citizen of the Year program is included in the budget.

RECOMMENDED ACTION

Staff respectfully requests that the council consider the recommendation of the council and appoint _____ as the 2022 Citizen of the Year for the City of Crestview.

Attachments

1. applications

Citizen of the Year Application 2021 - Submission #3154

Date Submitted: 11/17/2021

Mae Reatha Coleman
Crestview Citizen of the Year Award
Nomination Package

Nomination Due Date

Please note all nominations are due no later than December 1, 2021.

Nominee Information

Please fill out the following information regarding the Nominee

Name of Nominee

Mike Carroll

Email Address

Mike@hubcitysmoke.com

Address

168 South Main Street

City

Crestview

State

Florida

Zip Code

32536

Phone Number

8504237770

Person or Group Nominating

Joshua Neel

Reply email for questions

joshua_neel@att.net

Please supply reply information in the event of any questions

Criteria for Nomination for Crestview Citizen of the Year

- Nominee must be a resident of or have a vested interest in the City of Crestview for a minimum of 12 months and have interest in the betterment of the City.
- Application should include contributions to the City and its citizens for the year 2021.
- Application may include past actions that show dedication to the City of Crestview and its citizens.
- Application should discuss specific acts that put others first and enhancing the quality of life
- Application should describe who benefited, what was accomplished, breadth of impact and how did it relate to the community.
- Nomination should be for selfless acts and not directly related to the person's job.

Contributions for 2021

During Covid, Mike fed children who otherwise would not have had meals. His benevolence knows no end where our community is concerned. I have seen his charity on display dozens of times. Whether cooking for a fund raiser to support a local fireman or giving away food to our men and women in uniform at the Independence Day celebration at Twin Hills Park. Mike is an inspiration to all. He gives with a rare generosity that our world desperately needs. When doing so he asks nothing in return. Mike is a necessary pillar of our community and I am honored to nominate him for the City of Crestview Citizen of the Year.

Please fill out contributions the Nominee has made to the City of Crestview and its Citizens for the Past year.

Past Contributions

Mike has continually blessed hundreds with jobs and opportunities at his multiple businesses. He has given time, food, finances, and other resources to countless organizations and outreaches. While doing so, he has always had an observant eye for individuals who simply need a meal or a cup of coffee. You don't have to look far to find beneficiaries of his kindness.

Please fill out past Contributions the nominee has made to the City of Crestview and its citizens which would make them a candidate for Citizen of the Year.

Reasons for Consideration

Mike considers others before himself. His business acumen and benevolence reflect the nature and character of our city. But even more than that, Mike reflects the heart of our community by serving others selflessly and taking care of those around us with the greatest need.

Please list any additional information that the City should consider the nominee for Citizen of the year

Mae Reatha Coleman
Crestview Citizen of the Year Award
Nomination Package

Name of Nominee: Ann Sprague

Address: 10800 Hwy C4A. Baker, FL 32531

Phone Number: 850-826-1710 Email: chuckandannsprague@gmail.com

Name of Person Making Nomination: Renee O'Neal

Phone Number: 832-352-6648 Email: reneeoneal12345678@gmail.com

Application should be attached to this letter and follow the following Criteria:

1. Nominee must be a resident of or have a vested interest in the City of Crestview for a minimum of 12 months and have interest in the betterment of the City.
2. Application should include contributions to the City and its citizens for the year 2021.
3. Application may include past actions that show dedication to the City of Crestview and its citizens.
4. Application should discuss specific acts that put others first and enhancing the quality of life
5. Application should describe who benefited, what was accomplished, breadth of impact and how did it relate to the community.
6. Nomination should be for selfless acts and not directly related to the person's job.

Please include a brief narrative as to why this person should be chosen as the Citizen of the year.

All Applications must be accompanied by this cover sheet.

Deadline for submission of nomination packages: December 1, 2021

Please submit all nominations to the
Office of the City Clerk
198 N Wilson Street
Crestview, FL 32536
or email to :
cityclerk@cityofcrestview.org

Nomination Form

Nomination for
Mae Reatha Coleman
Crestview Citizen of the Year

Contributions for 2021

Ms Ann Sprague is the current Director at the Crestview Area Shelter for the Homeless. She helps the unfortunate and needy, the homeless, and forgotten people of Crestview daily. She feeds, clothes and sees to their medical needs. She helps find housing, and gives out tents. She is very active in the community & church.

Past Contributions

She was a teacher for the Baker school district for 30 yrs. She always gives of herself. She has ministered to the poor for many years. She saw a need for the homeless people to get out of the cold weather and made it happen. Her outreach has grown from a small house to a multi room facility.

Other Reasons for Consideration

For myself, Ann is a mentor and inspiration. She is a shining example of kindness and patience. She hired me fresh out of prison and gave me a chance to give back to the community. She follows God and loves everyone. She lights many people with her desire to accomplish miracles.

Mae Reatha Coleman
Crestview Citizen of the Year Award
Nomination Package

Name of Nominee: Ann Sprague

Address: Baker

Phone Number: 850-826-1770 Email: _____

Name of Person Making Nomination: Joe Berley

Phone Number: 850-358-7339 Email: joberley LLC@yahoo.com

Application should be attached to this letter and follow the following Criteria:

1. Nominee must be a resident of or have a vested interest in the City of Crestview for a minimum of 12 months and have interest in the betterment of the City.
2. Application should include contributions to the City and its citizens for the year 2021.
3. Application may include past actions that show dedication to the City of Crestview and its citizens.
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Nomination Form

Nomination for
Mae Reatha Coleman
Crestview Citizen of the Year

Contributions for 2021

Ann Sprague has ~~and~~ spent many years in service to homeless and needy people in ^{our} area with soup kitchens, cold night shelters and food distribution to the needy.

Past Contributions

I have known Ann for over 14 years. My late mother and I were working at the Soup Kitchen, at the Presbyterian Church, 14 years ago when Ann visited with the idea of creating cold night shelters for the homeless. She was working at her church - Community of Christ - with a soup kitchen and distribution of boxes of food for the needy. I joined her at her church with the soup kitchen and food distribution.

Other Reasons for Consideration

2. For over 8 years, it closed when the Pandemic hit. Ann continued the soup kitchen with a daily sack lunch and food distribution at the Crestview Area Shelter for the Homeless, which she directs.

3- It takes a lot of work and dedication, to the task, for volunteer projects to function and to continue on.

I know ~~as~~ ^{as} co-founder of Sharing and Caring Food Bank and volunteer for over 20 years. Ann has dedicated her time and energy to these projects.

I have never seen anyone who cares for others, in the community, as much as Ann. Her selfless dedication to helping others is greatly appreciated.

Ann's contributions to helping others has spanned many years and continues to the present day. There are many needy people in our community and Ann strives to help as many people as she can. Every Monday

I help with food distribution at the Crestview Area Shelter for the Homeless. I see people every week that I have never seen before coming for assistance. Ann is there to help them, if possible, with their needs. We are fortunate to have her help.



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Action Item

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Maryanne Schrader, City Clerk
DATE: 12/9/2021
SUBJECT: Police and Fire Retirement Board Vacancies

BACKGROUND:

Through the adoption of Ordinance 864 - Police Officers and Firefighters Retirement Board, the City council established the standards for the Police Officers and Firefighters Retirement Board. The standards are as follows;

The City Council appoints members to serve on the Board for a two-year term. The appointee must be a legal resident of the City of Crestview. The Board meets quarterly. Financial disclosure is required annually to the Commission on Ethics. Duties and responsibilities of the Board of Trustees shall include, but not necessarily be limited to, the following: (A) to construe the provisions of the System and determine all questions arising thereunder; (B) to determine all questions relating to eligibility and participation; (C) to determine and certify the amount of all retirement allowances or other benefits hereunder; (D) to establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the System; (E) to distribute to members, at regular intervals, information concerning the System; (F) to receive and process all applications for participation and benefits; (G) to authorize all payments whatsoever from the Fund, and to notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the System and Fund; (H) to have performed actuarial studies and at least biennial valuations, and make recommendations regarding any and all changes in the provisions of the System; and (I) to perform such other duties as are specified by Ordinance.

DISCUSSION:

Mr. Ellis Conner's appointment to the Board expired on November 30th. With this term expiring, there are now two vacancies. He has expressed an interest in being reappointed for another term.

The retirement board meets once a quarter. The next meeting will be in March. It is advisable to fill these positions before the next meeting to ensure no disruption in board business.

The City Clerk will be working with the media division to solicit volunteers. This will include a social media campaign, advertising through conventional means and a message in the water bill.

At tonight's meeting, the City Council may choose to reappoint Mr. Conner or to wait until a future meeting to review additional candidates.

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 the public and staff

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

Community Character- Promote desirable growth with a hometown atmosphere

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

There is no financial impact for the appointment.

RECOMMENDED ACTION

Staff respectfully request directions from the Council on this appointment.

Attachments

None



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM:
DATE: 12/9/2021
SUBJECT: Financial Report - City Manager

BACKGROUND:

In previous Council meetings, a Fund Balance (Cash) report has been presented as prepared by the accounting team. The Fund Balance report demonstrates all cash balances at a specific date with restricted funds being noted. This provides a clear picture of cash availability.

DISCUSSION:

In an effort to increase transparency, an unaudited Schedule of Revenues & Expenditures will be presented on a monthly basis. The Fund Balance report will continue to be presented on a quarterly basis.

Attached are the Schedules of Revenues & Expenditures for the year ending September 30, 2021 and the month ending October 31, 2021. Also, included is the Fund Balance report at September 30, 2021.

During our review of the Schedule of Revenues & Expenditures, certain variations were noted for which explanations have been provided below.

Unaudited Schedule of Revenues & Expenditures at September 30, 2021:**General Fund:**

- Intergovernmental Revenues - CARES Act Funding to reimburse the cost of providing public safety during the COVID-19 pandemic was received in FY 2021. A budget amendment was approved and recorded resulting in the difference between the original budgeted amount and the amended annual budget.
- Miscellaneous Revenues - Includes outstanding interfund transfers to be made as part of the year-end cost allocation adjustment.
- Recreation & Enrichment Services: Administration - Cost increase in personnel cost due to promotion of Assistant Public Service Director to CRES Director. Budget increase of \$235,000 due to transfer of funds from pooled cash park reserve for necessary skate park construction expenditures.
- Recreation & Enrichment Services: Athletics & Recreation - Budget increased to accommodate Blackwater Golf Club expenditures, including the Mammoth Sports Construction contract and to accommodate additional Skate and Wilson Street parks expenditures, some of which were not expended until fiscal year 2021-2022.
- 1/2 Cent Sales Tax - Includes outstanding interfund transfers to be made as part of the year-end cost allocation adjustment.

Building & Permitting:

- Personnel Cost: Appears to be over budget due to a coding error. A year-end adjustment will be made to reclassify to the correct fund.
- Operating Expenditures: (1) Includes outstanding interfund transfers to be made as part of the year-end cost allocation adjustment. (2) Office renovation was delayed; therefore, the budgeted figure was transferred to the current fiscal year.

Community Redevelopment Agency:

- Revenues: Other Sources: Budget figures include cash carryforward from the previous year.

Utility Fund:

- Revenues: Other Sources: Original budget amount included anticipated bond proceeds; however, no financing occurred in fiscal year 2021.
- Expenditures: (Water, Sewer & Wastewater) The corresponding expenditures for the above mentioned bond proceeds were also in the budgeted expenditure amount. Since the financing was not obtained in the fiscal year 2020-2021, the percent of budget information appears lower than expected.
- G&A - Budget increase for the receipt of American Rescue Plan Act (ARPA) monies.

Stormwater Fund:

- Operating expenses: During COVID-19, inmate work crews were not available to the City. With labor unavailability, anticipated projects were not able to be accomplished. Therefore, material costs were less than anticipated.

Sanitation Fund:

- Other Financial Assistance: Grant revenues from FEMA for reimbursement of costs associated with Hurricane Sally.

Unaudited Schedule of Revenues and Expenses at October 31, 2021:

Please note that most funds include a budget amount in a revenue account titled "Other Sources". This includes cash carryforward from the previous year. Therefore, the percent of budget will typically reflect a low percentage.

General Fund:

- Taxes: The majority of Ad Valorem revenues are collected between the months of November - January.
- General & Administrative: The largest expenditures in this division are debt service payments which will be disbursed later in the fiscal year.

- Recreation & Enrichment Services: Athletics & Recreation expenditures include Blackwater Golf Club improvements.

Utility Fund:

- General & Administrative: Largest expenditures in this division are debt service payments which will be disbursed later in the year.

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

Play- Expand recreational and entertainment activities within the City

Community Culture- Develop a specific identity for Crestview

FINANCIAL IMPACT

The attached provides a comprehensive financial report.

RECOMMENDED ACTION

No action is required for this item.

Attachments

1. Monthly Financial Report Month Ended September 30 2021
2. Monthly Financial Report Month Ended October 2021
3. Cash Carryforward Ending September 30.21



CITY OF CRESTVIEW, FLORIDA
MONTHLY FINANCIAL REPORT

September 30, 2021



CITY OF CRESTVIEW
Monthly Financial Report
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September 30, 2021

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CITY OF CRESTVIEW
GENERAL FUND
SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
September 30, 2021

	Annual Budget	Amended Annual Budget	Current Year to Date Total	Percent of Budget
Revenues				
Taxes	\$ 12,602,691	\$ 12,603,691	\$ 13,000,321	103.15%
Permits, Fees, Special Assessments	1,445,500	1,445,500	1,978,825	136.90%
Intergovernmental Revenue*	5,778,900	10,311,329	7,680,216	74.48%
Charges for Services	226,510	226,510	354,805	156.64%
Judgments, Fines & Forfeites	289,000	289,000	243,425	84.23%
Miscellaneous Revenues**	2,245,061	4,451,343	1,219,181	27.39%
Total Revenues	\$ 22,587,662	\$ 29,327,373	\$ 24,476,774	83.46%
Expenditures				
Mayor	\$ 103,406	\$ 103,406	\$ 98,349	95.11%
City Clerk	181,037	212,385	172,621	81.28%
General & Administrative	1,367,303	3,695,677	3,507,535	94.91%
Administration:				
City Manager	280,534	288,034	274,868	95.43%
Human Resources	241,317	241,837	226,237	93.55%
Information Technology	299,700	462,163	431,361	93.34%
Public Information Officer	68,438	84,438	79,648	94.33%
Finance	523,110	521,774	448,130	85.89%
Public Works Administration	418,488	418,488	363,797	86.93%
Maintenance	255,834	255,834	231,837	90.62%
Police	5,546,023	5,846,907	4,956,222	84.77%
Fire	5,559,417	5,602,096	5,583,989	99.68%
Recreation & Enrichment Services:				
Administration***	356,755	591,855	600,201	101.41%
Athletics & Recreation****	920,782	4,475,295	1,728,227	38.62%
Library	845,492	909,808	751,236	82.57%
Special Events & Programs	127,278	127,278	116,521	91.55%
1/2 Cent Sales Tax*****	2,100,000	2,100,000	28,867	1.37%
Streets	1,514,968	1,514,968	1,373,195	90.64%
Code Enforcement	137,956	137,956	111,719	80.98%
Planning & Zoning	597,478	597,478	402,181	67.31%
Building & Facility Maintenance	1,142,346	1,139,696	937,234	82.24%
Total Expenditures	\$ 22,587,662	\$ 29,327,373	\$ 22,423,975	76.46%

Note: This report reflects the revenues collected and expended as of year-end and what percent of the annual budget having been collected and expended. All revenue and expenditure amounts are unaudited.

*Budget Amendment to record Cares Act funding to reimburse the cost of providing public safety during the COVID-19 pandemic.

**Miscellaneous Revenues includes outstanding interfund transfers to be made as part of year end cost adjustments.

***Personnel cost increases due to promotion of Assistant Public Works Director to CRES Director. Budget increase of \$235,000 due to transfer of funds from Pooled Cash Park Reserve for necessary construction expenditures for the skate park.

****Athletics and Recreation budget increased to accommodate Blackwater expenditures, including the Mammoth Sports Construction contract and to accommodate additional Skate and Wilson Street parks expenditures. Some of which were not expended in current fiscal year 2020-2021.

*****1/2 Cent Sales Tax transfer to be made as part of year end close adjustments.

SPECIAL REVENUE FUND
BUILDING AND PERMITTING
SCHEDULE OF REVENUES AND EXPENSES -
BUDGET AND ACTUAL
September 30, 2021

	Annual Budget		Amended Annual Budget		Current Year to Date Total		Percent of Budget
Revenues							
Building Permits	\$	558,696	\$	558,696	\$	594,500	106.41%
Total Revenues	\$	558,696	\$	558,696	\$	594,500	106.41%
Expenditures							
Personnel Cost*	\$	359,975	\$	359,975	\$	453,934	126.10%
Operating Expenses**		198,721		198,721		70,182	35.32%
Total Expenditures	\$	558,696	\$	558,696	\$	524,116	93.81%

Note: This report reflects the revenues collected and expended as of year-end and what percent of the annual budget having been collected and expended. All revenue and expenditure amounts are unaudited.

Note: The Special Revenue Funds; Escrow and Law Enforcement Trust Fund not listed due to little or no activity.

**Over budget due to a coding error. A year-end adjustment will be made to reclassify to the correct fund.*

***Budget amounts include outstanding interfund transfers to be made as part of the year-end cost allocation adjustment and amounts for office renovation, which was delayed.*

COMMUNITY REDEVELOPMENT AGENCY FUND
SCHEDULE OF REVENUES AND EXPENSES -
BUDGET AND ACTUAL
September 30, 2021

	Annual Budget	Amended Annual Budget	Current Year to Date Total	Percent of Budget
Revenues				
Intergovernmental Revenue	\$ 233,000	\$ 237,570	\$ 237,570	100.00%
Miscellaneous	4,180	4,180	1,869	44.71%
Other Sources *	927,107	946,747	-	0.00%
Total Revenues	\$ 1,164,287	\$ 1,188,497	\$ 239,439	20.15%
Expenditures				
Contractual Services	\$ 195,000	\$ 200,000	\$ 195,540	97.77%
Administrative	4,203	3,753	2,513	66.96%
Operating Supplies	1,500	1,450	-	0.00%
Advertising	10,000	10,000	2,775	27.75%
Dues & Subscriptions	1,350	1,350	1,340	99.26%
Training	500	1,000	865	86.50%
Improvements	812,134	818,344	42,619	5.21%
Interfund Transfer	39,600	39,600	-	0.00%
Awning Improvement Grant	100,000	113,000	37,863	33.51%
Total Expenditures	\$ 1,164,287	\$ 1,188,497	\$ 283,514	23.85%

Note: This report reflects the revenues collected and expended as of year-end and what percent of the annual budget having been collected and expended. All revenue and expenditure amounts are unaudited.

**Budget numbers include cash carryforward from the previous year.*

**UTILITY FUND
CITY OF CRESTVIEW
UTILITY FUND
SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
September 30, 2021**

	Annual Budget	Amended Annual Budget	Current Year to Date Total	Percent of Budget
Revenues				
Impact Fees	\$ 300,000	\$ 300,000	\$ 312,200	104.07%
Other Financial Assistance	-	1,936,085	1,936,085	100.00%
Charges for Services	7,540,176	7,540,176	7,470,000	99.07%
Miscellaneous Revenue	20,000	20,000	40,872	204.36%
Other Sources *	8,328,543	8,328,543	-	0.00%
Total Revenues	\$ 16,188,719	\$ 18,124,804	\$ 9,759,157	53.84%
Expenditures				
General & Administrative**	\$ 2,737,880	\$ 4,673,965	\$ 2,684,597	57.44%
Public Works Administration	490,585	490,585	392,948	80.10%
Finance - Utility Office	450,437	450,437	444,202	98.62%
Water*	3,547,054	3,547,054	2,208,192	62.25%
Sewer*	3,825,764	3,825,764	2,020,714	52.82%
Wastewater*	5,136,999	5,136,999	1,708,925	33.27%
Maintenance	-	-	359	0.00%
Total Expenditures	\$ 16,188,719	\$ 18,124,804	\$ 9,459,937	52.19%

Note: This report reflects the revenues collected and expended as of year-end and what percent of the annual budget having been collected and expended. All revenue and expenditure amounts are unaudited.

**Original budget amounts were for anticipated bond proceeds, and corresponding expenditures for improvements, however no financing occurred in fiscal year 2021.*

***G & A budget increase for the receipt of American Rescue Plan Act (ARPA) monies.*

**CITY OF CRESTVIEW
STORMWATER FUND
SCHEDULE OF REVENUES AND EXPENSES –
BUDGET AND ACTUAL
September 30, 2021**

	Annual Budget	Amended Annual Budget	Current Year to Date Total	Percent of Budget
Revenues				
Stormwater Fees	\$ 400,920	\$ 400,920	\$ 387,735	96.71%
Other Financial Assistance	-	-	820	0.00%
Total Revenues	\$ 400,920	\$ 400,920	\$ 388,555	96.71%
Expenditures				
Personnel Cost	\$ 289,060	\$ 289,060	\$ 224,948	77.82%
Operating Cost*	111,860	111,860	63,563	56.82%
Total Expenditures	\$ 400,920	\$ 400,920	\$ 288,511	71.96%

Note: This report reflects the revenues collected and expended as of year-end and what percent of the annual budget having been collected and expended. All revenue and expenditure amounts are unaudited.

**During COVID-19, inmate work crews were not available to the City. With labor unavailability, anticipated projects were not able to be accomplished. Therefore, material costs were less than anticipated.*

**CITY OF CRESTVIEW
SANITATION FUND
SCHEDULE OF REVENUES AND EXPENSES –
BUDGET AND ACTUAL
September 30, 2021**

	Annual Budget	Amended Annual Budget	Current Year to Date Total	Percent of Budget
Revenues				
Garbage Fees	\$ 3,900,000	\$ 3,900,000	\$ 3,967,047	101.72%
Penalties	48,000	48,000	61,787	128.72%
Franchise Fees	197,400	197,400	216,667	109.76%
Other Financial Assistance*	-	28,083	28,083	100.00%
Total Revenues	\$ 4,145,400	\$ 4,173,483	\$ 4,273,584	102.40%
Expenditures				
Garbage/Solid Waste	\$ 4,145,400	\$ 4,173,483	\$ 3,572,108	85.59%
Total Expenditures	\$ 4,145,400	\$ 4,173,483	\$ 3,572,108	85.59%

Note: This report reflects the revenues collected and expended as of year-end and what percent of the annual budget having been collected and expended. All revenue and expenditure amounts are unaudited.

**Grant revenues from FEMA for reimbursements for costs associated with Hurricane Sally.*



CITY OF CRESTVIEW, FLORIDA
MONTHLY FINANCIAL REPORT
October 31, 2021



CITY OF CRESTVIEW
Monthly Financial Report
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CITY OF CRESTVIEW
GENERAL FUND
SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
October 31, 2021

	Annual Budget	Amended Annual Budget	Current Year to Date Total	Percent of Budget
Revenues				
Taxes*	\$ 13,444,486	\$ 13,444,486	\$ 389,851	2.90%
Permits, Fees, Special Assessments	1,545,500	1,545,500	177,711	11.50%
Intergovernmental Revenue	7,477,532	7,477,532	661,516	8.85%
Charges for Services	240,500	240,500	21,206	8.82%
Judgments, Fines & Forfeites	310,000	310,000	22,311	7.20%
Miscellaneous Revenues	251,300	251,300	36,806	14.65%
Other Sources	4,039,890	4,039,890	-	0.00%
Total Revenues	\$ 27,309,208	\$ 27,309,208	\$ 1,309,401	4.79%
Expenditures				
Mayor	\$ 107,309	\$ 107,309	\$ 8,281	7.72%
City Clerk	164,753	164,753	14,774	8.97%
General & Administrative**	2,933,746	2,933,746	18,034	0.61%
Administration:				
City Manager	296,045	296,045	21,213	7.17%
Human Resources	336,085	336,085	19,004	5.65%
Information Technology	698,722	698,722	44,800	6.41%
Public Information Officer	141,826	141,826	9,646	6.80%
Finance	592,547	592,547	37,511	6.33%
Public Works Administration	339,868	339,868	8,981	2.64%
Maintenance	311,842	311,842	18,698	6.00%
Police	6,012,840	6,012,840	366,091	6.09%
Fire	4,820,689	4,820,689	328,478	6.81%
Fire Department - Dispatch	1,096,433	1,096,433	75,926	6.92%
Recreation & Enrichment Services:				
Administration	203,537	203,537	14,243	7.00%
Athletics & Recreation***	788,869	788,869	132,586	16.81%
Library	803,352	803,352	51,568	6.42%
Special Events & Programs	137,825	137,825	7,717	5.60%
Cultural Services	71,567	71,567	4,708	6.58%
1/2 Cent Sales Tax	2,921,908	2,921,908	-	0.00%
Streets	2,326,968	2,326,968	138,276	5.94%
Code Enforcement	137,744	137,744	4,845	3.52%
Planning & Zoning	828,692	828,692	39,150	4.72%
Building & Facility Maintenance	1,236,041	1,236,041	85,512	6.92%
Total Expenditures	\$ 27,309,208	\$ 27,309,208	\$ 1,450,041	5.31%

Note: This report reflects the revenues collected and expended as of October 31, 2021 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

**Most of ad valorem revenues are collected between the months of November-January.*

***Largest expenditures in this division are debt service payments, which will be disbursed later in the fiscal year.*

****Includes expenditures for the Blackwater Project.*

SPECIAL REVENUE FUND
BUILDING AND PERMITTING
SCHEDULE OF REVENUES AND EXPENSES -
BUDGET AND ACTUAL
October 31, 2021

	Annual Budget		Amended Annual Budget		Current Year to Date Total		Percent of Budget
Revenues							
Building Permits	\$	579,430	\$	579,430	\$	31,381	5.42%
Other Sources		163,898		163,898		-	0.00%
Total Revenues	\$	743,328	\$	743,328	\$	31,381	5.42%
Expenditures							
Personnel Cost	\$	453,734	\$	453,734	\$	33,202	7.32%
Operating Expenses		289,594		289,594		3,279	1.13%
Total Expenditures	\$	743,328	\$	743,328	\$	36,482	4.91%

Note: This report reflects the revenues collected and expended as of October 31, 2021 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

Note: The Special Revenue Funds; Escrow and Law Enforcement Trust Fund not listed due to little or no activity.

COMMUNITY REDEVELOPMENT AGENCY FUND
SCHEDULE OF REVENUES AND EXPENSES -
BUDGET AND ACTUAL
October 31, 2021

	Annual Budget	Amended Annual Budget	Current Year to Date Total	Percent of Budget
Revenues				
Intergovernmental Revenue	\$ 339,555	\$ 339,555	\$ -	0.00%
Miscellaneous	3,000	3,000	-	0.00%
Other Sources	994,072	994,072	-	0.00%
Total Revenues	\$ 1,336,627	\$ 1,336,627	\$ -	0.00%
Expenditures				
Contractual Services	\$ 476,000	\$ 476,000	\$ 11,904	2.50%
Operating Supplies	9,650	9,650	723	7.49%
Advertising	19,500	19,500	-	0.00%
Dues & Subscriptions	1,500	1,500	1,340	89.33%
Training	1,000	1,000	-	0.00%
Improvements	507,977	507,977	993	0.20%
Interfund Transfer	19,000	19,000	-	0.00%
Equipment	2,000	2,000	-	0.00%
Awning Improvement Grant	300,000	300,000	-	0.00%
Total Expenditures	\$ 1,336,627	\$ 1,336,627	\$ 14,960	1.12%

Note: This report reflects the revenues collected and expended as of October 31, 2021 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

**UTILITY FUND
CITY OF CRESTVIEW
UTILITY FUND
SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
October 31, 2021**

	Annual Budget	Amended Annual Budget	Current Year to Date Total	Percent of Budget
Revenues				
Impact Fees	\$ 430,000	\$ 430,000	\$ 24,000	5.58%
Other Financial Assistance	1,408,271	1,408,271	-	0.00%
Charges for Services	8,173,687	8,173,687	630,003	7.71%
Miscellaneous Revenue	20,000	20,000	693	3.46%
Other Sources	777,961	777,961	-	0.00%
Total Revenues	\$ 10,809,919	\$ 10,809,919	\$ 654,696	6.06%
Expenditures				
General & Administrative*	\$ 5,217,175	\$ 5,217,175	\$ 10,037	0.19%
Public Works Administration	747,080	747,080	50,786	6.80%
Finance - Utility Office	468,829	468,829	36,627	7.81%
Water	1,840,149	1,840,149	99,456	5.40%
Sewer	1,322,187	1,322,187	105,685	7.99%
Wastewater	1,214,499	1,214,499	91,527	7.54%
Total Expenditures	\$ 10,809,919	\$ 10,809,919	\$ 394,118	3.65%

Note: This report reflects the revenues collected and expended as of October 31, 2021 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

**Largest expenditures in this division are debt service payments which will be disbursed later in the year.*

**CITY OF CRESTVIEW
STORMWATER FUND
SCHEDULE OF REVENUES AND EXPENSES –
BUDGET AND ACTUAL
October 31, 2021**

	Annual Budget	Amended Annual Budget	Current Year to Date Total	Percent of Budget
Revenues				
Stormwater Fees	\$ 395,100	\$ 395,100	\$ 32,888	8.32%
Other Financial Assistance	238,162	238,162	-	0.00%
Total Revenues	\$ 633,262	\$ 633,262	\$ 32,888	8.32%
Expenditures				
Personnel Cost	\$ 291,325	\$ 291,325	\$ 16,179	5.55%
Operating Cost	341,937	341,937	5,638	1.65%
Total Expenditures	\$ 633,262	\$ 633,262	\$ 21,817	7.20%

Note: This report reflects the revenues collected and expended as of October 31, 2021 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

**CITY OF CRESTVIEW
SANITATION FUND
SCHEDULE OF REVENUES AND EXPENSES –
BUDGET AND ACTUAL
October 31, 2021**

	Annual Budget	Amended Annual Budget	Current Year to Date Total	Percent of Budget
Revenues				
Garbage Fees	\$ 4,000,000	\$ 4,000,000	\$ 333,775	8.34%
Penalties	55,000	55,000	5,122	9.31%
Franchise Fees	208,000	208,000	18,391	8.84%
Total Revenues	\$ 4,263,000	\$ 4,263,000	\$ 357,288	8.38%
Expenditures				
Garbage/Solid Waste	\$ 4,263,000	\$ 4,263,000	\$ 300,241	7.04%
Total Expenditures	\$ 4,263,000	\$ 4,263,000	\$ 300,241	7.04%

Note: This report reflects the revenues collected and expended as of October 31, 2021 and what percent of the annual budget that has been collected and expended. All revenue and expenditure amounts are unaudited.

Fund Balance (Cash) September 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
Pooled Cash as of 09/30/2021												
TOTAL POOLED CASH AT 09/30/2021	\$ 17,712,546	\$ 927,405	\$ (76,509)	\$ (204,677)	\$ 5,172,109	\$ 3,068,345	\$ 77,092	\$ 2,205	\$ 2,913	\$ (5,521)	\$ -	\$ 26,675,908
Restricted Balances:												-
Discretionary Sales Tax (1/2 Cent)	1,715,909											1,715,909
Traffic Impact Fees	210,613											210,613
Customer Deposits--Facility Rentals	37,060											37,060
Reserved by Council (Gulf Power)	433,434											433,434
Fire Department Reserve												-
FD Educational Monies (in 2021 Budget)												-
Parks Reserve	65,000											65,000
Recreational Fees	96,567											96,567
Tree Replacement	6,600											6,600
Magnolia Creek Funding Commitment	41,000											41,000
Public Safety Impact Fees - Residential	34,600											34,600
Public Safety Impact Fees - Commercial												-
Debt Service												-
Public Impact Fees				48,020								48,020
Impact Fees - Water					1,218,771							1,218,771
Annual Sewer Impact Fees					24,010							24,010
State Revolving Fund					64,430							64,430
RRF Fund--15/16 W&S Bonds					250,000							250,000
Customer Deposits--Utility Billing					833,264							833,264
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	\$ 7,962,558	\$ 600,000	\$ -	\$ 48,020	\$ 4,390,474	\$ 2,628,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,629,173
Unrestricted Operating as of 09/30/2021	\$ 9,749,988	\$ 327,405	\$ (76,509)	\$ (252,697)	\$ 781,635	\$ 440,225	\$ 77,092	\$ 2,205	\$ 2,913	\$ (5,521)	\$ -	\$ 11,046,736

Fund Balance (Cash) September 30, 2021 (Continued)

	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
Other Cash Accounts as of 09/30/2021												
Unrestricted:												
Red Light Camera	33,043											\$ 33,043
General Fund SBA											658,163	\$ 658,163
Utility Fund SBA											99,490	\$ 99,490
Money Market Account										898,426		\$ 898,426
Unrestricted Balance	\$ 33,043	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 898,426	\$ 757,653	\$ 1,689,122
Restricted:												
Reserve				141,056								\$ 141,056
Sinking	377,558			94,172	24,021							\$ 495,750
Federal Forfeitures								288				\$ 288
Flex	14,600											\$ 14,600
Utility Fund Customer Deposits											260,265	\$ 260,265
Escrow Fund (Library Donor)									53,125			\$ 53,125
Total Restricted Balances	\$ 392,157	\$ -	\$ -	\$ 235,228	\$ 24,021	\$ -	\$ -	\$ 288	\$ -	\$ -	\$ -	\$ 651,694
TOTAL OTHER CASH AT 9/30/2021	\$ 425,200	\$ -	\$ -	\$ 235,228	\$ 24,021	\$ -	\$ -	\$ 288	\$ -	\$ 898,426	\$ 757,653	\$ 2,340,817
TOTAL CASH AT 09/30/2021	\$ 18,137,747	\$ 927,405	\$ (76,509)	\$ 30,551	\$ 5,196,130	\$ 3,068,345	\$ 77,092	\$ 2,493	\$ 2,913	\$ 892,906	\$ 757,653	\$ 29,016,725
Unrestricted Cash as of 09/30/2021	\$ 9,783,031	\$ 327,405	\$ (76,509)	\$ (252,697)	\$ 781,635	\$ 440,225	\$ 77,092	\$ 2,205	\$ 2,913	\$ 892,906	\$ 757,653	\$ 12,735,858

Fund Balance (Cash) September 30, 2021 (Continued)

	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
Fund Balance (Cash) Projections for 09/30/2021												
Unrestricted Cash as of 09/30/2021	\$ 9,783,031	\$ 327,405	\$ (76,509)	\$ (252,697)	\$ 781,635	\$ 440,225	\$ 77,092	\$ 2,205	\$ 2,913	\$ 892,906	\$ 757,653	\$ 12,735,858
Other Projected Expenditures												
Hospital Drive	(997,000)											\$ (997,000)
Parking Lot	(145,113)											\$ (145,113)
Task Order - RIB Rerate Study					(240,500)							\$ (240,500)
Golf Course Management & Repairs	(1,368,364)											\$ (1,368,364)
Elevated Water Tank					(2,646,000)							\$ (2,646,000)
WWTP Emergency Repair					(305,000)							\$ (305,000)
Other Projected Funding Sources												
PJ Adams Phase IV - to be financed												\$ -
Property purchase for sewer expansion - 1/2 sales tax					495,000							\$ 495,000
ARPA					1,936,085							\$ 1,936,085
EST. UNRE. FUND BALANCE (CASH) AT 09/30/2021	\$ 7,272,554	\$ 327,405	\$ (76,509)	\$ (252,697)	\$ 21,220	\$ 440,225	\$ 77,092	\$ 2,205	\$ 2,913	\$ 892,906	\$ 757,653	\$ 9,464,966
Unrestricted Fund Balance (Cash)	\$ 7,272,554	\$ 327,405	\$ (76,509)	\$ (252,697)	\$ 21,220	\$ 440,225	\$ 77,092	\$ 2,205	\$ 2,913	\$ 892,906	\$ 757,653	\$ 9,464,966
Unused CARES Money included in unrestricted cash	\$ 1,807,864											\$1,807,864



Staff Report

CITY COUNCIL MEETING DATE: December 13, 2021

TYPE OF AGENDA ITEM: Presentation

TO: Mayor and City Council
CC: City Manager, City Clerk, Staff and Attorney
FROM: Tim Bolduc, City Manager
DATE: 12/8/2021
SUBJECT: City Manager Updates

BACKGROUND:

At each council meeting, the City Manager will update the City Council on the status of various projects.

DISCUSSION:

The City Manager will update on the following projects;

1. Fire Training Tower
2. Blackwater Golf Club
3. Mainstreet Mobility Improvements
4. Introduction of Public Services Director
5. Holiday work schedule

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

NA

RECOMMENDED ACTION

This item requires no action at this time.

Attachments

None